BIRMINGHAM CITY COMMISSION AGENDA
JUNE 24, 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:

- City Offices and the Baldwin Public Library will be closed on Thursday, July 4th in honor of Independence Day.
- The City will hold an informational session on the proposed new parking structure plan on July 16th at 6:30 p.m. at the Birmingham Bloomfield Art Center located at 1516 S. Cranbrook Road.

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 June 3, 2019.

B. Resolution approving the warrant list, including Automated Clearing House payments, dated June 5, 2019 in the amount of $366,395.54.

C. Resolution approving the warrant list, including Automated Clearing House payments, dated June 12, 2019 in the amount of $1,622,930.08.

D. Resolution approving the warrant list, including Automated Clearing House payments, dated June 19, 2019 in the amount of $1,055,120.58.

E. Resolution accepting the resignation of Rabbi Boruch Cohen from the Public Arts Board, thanking him for his service, and directing the City Clerk to begin the process of filling the vacancy.

F. Resolution approving a special event permit as requested by Birmingham First United Methodist Church to hold Worship in the Park: Blessing of the Animals in Shain Park on August 18, 2019 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.

G. Resolution approving the purchase of (3) workstations, (2) lateral files and (1) open shelving unit in the amount of $8,705.71 from Partnr Haus; further to authorize this budgeted expenditure from account number 101-215.000-972.00; and further to authorize and direct the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

H. Resolution approving the purchase for the 2019 Spring Light Pole Painting Project with Seaway Painting, LLC of 155 light poles and traffic signal poles in Downtown Birmingham in an amount not to exceed $39,525.00. Funds are available in the Street Lighting Maintenance Account #202-449.003-937.0500 for this purchase. Further, waiving the normal bidding requirements, as a sole source vendor Seaway Painting, LLC is a DTE selected contractor. Further, authorizing the Mayor and City Clerk to sign on behalf of the City upon the receipt of the required insurance.

I. Resolution approving the Springdale Shelter Picnic Table Purchase in the amount not to exceed $34,195.00 from Penchura, LLC. Funds are available from the 2018-2019 Capital Projects Fund account #401-751.000-981.0100 in the amount of $25,000.00 and in the 2019-2020 Capital Projects Fund account #401-751.000-981.0100 in the amount of $9,195.00 for this purchase. In addition, waiving the normal bidding requirements because Penchura, LLC provides pricing through a cooperative purchase program, HGAC Buy. Further, authorizing the Mayor and City Clerk to sign on behalf of the City upon the receipt of the required insurance.

J. Resolution approving the purchase and installation of Green Basalt boulders with Rockworks, LLC, in the amount of $21,950.00, to be located at Quarton Lake Park north of Oak Street along Oak, Lake Park Drive, Midland Street, and Lakeside Drive and Manor Park along Shepardbush Rd. Funds are available from the Parks Capital Projects account # 401-751.000-981.0100 in the amount of $21,950.00. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City.

K. Resolution approving the agreement between the City of Birmingham and Cartegraph Systems, LLC for the purchase, implementation, and support of the Cartegraph CMMS Solution, for an amount not to exceed $76,800.00. Funds are available in the Sewage Disposal and Water System fund accounts #590-536.002-811.0000 and #591-537.005-811.0000. Further, authorizing the City Manager to sign the agreement on behalf of the City.

L. Resolution awarding the Booth Park Turf Hill Repair project, including a portion of the synthetic turf and Poured-In-Place pathway to Michigan Recreational Construction, Inc., in an amount not to exceed $27,593.00. Funds are available from Parks Other Contractual Services account # 101-751.000- 811.0000 in the amount of $27,593.00 for these services. Further, authorizing the Mayor and Clerk to sign the agreement on behalf of the City.

M. Resolution awarding the Park Street Paving Project, Contract #8-19 (P) to Koala-T Construction, Inc. in the amount of $462,089.75, to be charged to the following accounts:

Fund	Account Number	Costs
Sewer Fund	590-536.001-981.0100	$ 63,033.75
Water Fund	591-537.004-981.0100	$ 500.00
Major Streets Fund	202-449.001-981.0100	$ 265,966.00
Park Street Streetscape SAD	101-444.001-985.7800	$ 132,590.00

contingent upon execution of the agreement and meeting all insurance requirements.

N. Resolution approving the purchase of two (2) Toro Sand Pro 3040s from Spartan Distributors, through the State of Michigan extendable purchasing contract #2017025 for a total expenditure of $40,224.52 from the Auto Equipment Fund account #641-441.006-971.0100.

O. Resolution approving the purchase of one (1) new 2019 Ford Fusion from Gorno Ford through the State of Michigan Mi-Deal extendable purchasing contract #071B7700181 in the amount of $18,678.00 from account #641-441.006.971.0100.

P. Resolution approving the purchase of a Canon IMAGEPROGRAPH TX-3000 large-scale scanner/printer with an additional roller unit from Canon Solutions America, Inc. through the National Intergovernmental Purchasing Alliance for $8,665.00 from account #101-371.000-971.0100.

Q. Resolution setting a public hearing date for July 22, 2019 to consider approval of a Special Land Use Permit and Final Site Plan and Design Review for 310 E. Maple to allow the operation of a new bistro, Pernoi, in accordance with Article 7, Section 7.34 of the Zoning Ordinance.

R. Resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of vehicle #160 by Jack Doheny Companies in the amount of $10,894.97 from the Auto Equipment Fund account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

A. Public Hearing to consider approval of a Special Land Use Permit Amendment-250 & 280 E. Merrill

1. Resolution approving 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.

B. Public Hearing to consider amending Article 3, Section 3.04(E)(12) of the Zoning Code.

1. Ordinance amending Article 3, Section 3.04(E)(12) of the Zoning Code to regulate balcony, railing and porch materials in the Downtown Overlay District.

C. Public Hearing to consider amending Article 4, Section 4.54(B)(8) of the Zoning Code.

1. Ordinance amending Article 4, Section 4.54(B)(8) of the Zoning Code to regulate the permitted screening materials for trash enclosures

D. Resolution approving the agreement with The Dailey Company for the Baldwin Public Library Youth Services Expansion & Renovation as described in the attachment A of the Request for Proposals, in the amount not to exceed $1,910,000.00 from account #271-790.000-977.0000, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.

E. Resolution approving the Agreement Between Owner and Developer with Woodward Bates Partners, LLC as to form,

AND

Resolution authorizing the City Manager, with the advice of counsel for the City, to make or agree to nonmaterial modifications and amendments to the form of the Agreement between Owner and Developer (the Agreement) to consent and approve non-material modifications to the form of Agreement between Owner and Design Builder attached to the Agreement so long as such modifications and amendments (i) do not increase the Contract Price (as defined in the Agreement) payable by the City , (ii) do not materially or unreasonably increase the obligations or liability of the City or (iii) are otherwise detrimental to the interests of the City,

AND

Resolution directing the Mayor and Clerk to sign the agreement upon issuance of the City Approval Notice,

AND

Resolution directing the Planning Board to conduct a courtesy review of the public elements of the project.

F. Resolution authorizing the release of the Owner's Representative RFP for professional services to oversee the demolition of the existing North Old Woodward Parking structure located at 333 N. Old Woodward, construction of a new parking structure with expanded capacity at the same site, and the extension of Bates Street from Willits to N. Old Woodward.

G. Resolution approving the appropriations and amendments to the fiscal year 2018-2019 budget as presented.

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 August 5, 2019, one regular member to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 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 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

BIRMINGHAM CITY COMMISSION MINUTES
JUNE 3, 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 Hoff
Commissioner Nickita
Commissioner Sherman

Absent: Commissioner Harris

Administration: City Manager Valentine, City Attorney Currier, Communications Director Byrnes, Police Chief Clemence, Planning Director Ecker, DPS Manager Filipski, Finance Director Gerber, Building Official Johnson, City Clerk Mynsberge, DPS Director Wood

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

06-136-19 ANNOUNCEMENTS

The 2019 graduates of the Birmingham Citizens Academy were recognized and congratulated on completing the program. Mayor Bordman recognized City Manager Joe Valentine for starting the program. The certificates of graduation were distributed to the following people:

- Aljosa Krajisnik
- Michael McGillivray
- Noah Miller
- Paul J. Pereira
- Harvey Rosenberg
- Catherine Sherwin

Three participants completed the work, but were not able to attend the Commission meeting, and will be getting their certificates via mail:

- Joel Duncan
- Scott Wilson
- Shirley Wu-Wilson

Mayor Bordman continued with the remainder of the announcements:

- 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.

06-137-19 APPOINTMENT TO BOARD OF BUILDING TRADES APPEALS

Current member Brad Klein was interviewed by the City Commission.

MOTION: Motion by Commissioner Hoff:
To appoint Brad Klein as a regular member to the Board of Building Trades Appeals to serve a three-year term to expire May 23, 2022.

VOTE: Yeas, 6
Nays, 0

06-138-19 APPOINTMENTS TO THE HOUSING BOARD OF APPEALS

The Commission interviewed current member Robert Taylor and new applicant Wadette Bradford.

MOTION: Motion by Commissioner Hoff:
To appoint Robert Taylor as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2022.

VOTE: Yeas, 6
Nays, 0

MOTION: Motion by Mayor Pro Tem Boutros:
To appoint Wadette Bradford as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2022.

VOTE: Yeas, 6
Nays, 0

06-139-19 APPOINTMENT TO THE HISTORIC DISTRICT STUDY COMMITTEE

Current member Paul Beshouri was not in attendance

MOTION: Motion by Commissioner Sherman:
To appoint Paul Beshouri as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2022.

VOTE: Yeas, 6
Nays, 0

06-140-19 APPOINTMENT TO THE BOARD OF ETHICS

Mayor Bordman recused herself on the advice of City Attorney Currier.

Mayor Pro Tem Boutros took the Chair.

The Commission interviewed current member James Robb.

MOTION: Motion by Commissioner Hoff:
To appoint James Robb as a regular member to the Board of Ethics to serve a three-year term to expire June 30, 2022.

VOTE:	Yeas,	5
	Nays,	0
	Recused,	1 (Bordman)

Mayor Bordman resumed the Chair.

06-141-19 APPOINTMENT OF HEARING OFFICER
The Commission interviewed current Hearing Officer Alexander Stotland.

MOTION: Motion by Commissioner Hoff:
To appoint Alexander Stotland as the Hearing Officer to serve a three-year term to expire June 30, 2022.

VOTE:	Yeas,	6
	Nays,	0

06-142-19 APPOINTMENT TO THE BOARD OF ZONING APPEALS
The Commission interviewed current alternate member Richard Lilley.

MOTION: Motion by Mayor Pro Tem Boutros:
To appoint Richard Lilley as a regular member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire October 10, 2020.

VOTE:	Yeas,	6
	Nays,	0

06-143-19 APPOINTMENT OF ALTERNATE TO PARKS AND RECREATION BOARD
The Commission interviewed new applicant Pam Graham.

MOTION: Motion by Mayor Pro Tem Boutros:
To appoint Pam Graham to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2020.

VOTE:	Yeas,	6
	Nays,	0

06-144-19 APPOINTMENT TO THE BIRMINGHAM MUSEUM BOARD

The Commission interviewed new applicant Dan Haugen.

MOTION: Motion by Commissioner Nickita:
To appoint Dan Haugen to the Birmingham Museum Board to serve the remainder of a three-year term to expire July 5, 2020.

VOTE:	Yeas,	6
	Nays,	0

City Clerk Mynsberge administered the Oath of Office to the appointees.

IV. CONSENT AGENDA

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

06-145-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Commissioner Hoff — Item A, Approval of City Commission Meeting Minutes of May 20, 2019.
  Item H, Outside Agency Service Agreements
  Item K, Mansfield Row Parking

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve the Consent Agenda, excluding Items A, H, and K.

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

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.

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.

06-146-19 APPROVAL OF THE REGULAR CITY COMMISSION MEETING MINUTES OF MAY 20, 2019 (ITEM A)

Commissioner Hoff identified an error on page 6, last line; the Chair of the Public Arts Board's name is Barbara Heller not Miller.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner Nickita:
To approve the Regular City Commission meeting minutes of May 20, 2019, as corrected.

VOTE:	Yeas,	6
	Nays,	0

06-147 -19 APPROVAL OF OUTSIDE AGENCY SERVICE AGREEMENTS (ITEM H)

Commissioner Hoff, in reference to HAVEN, one of the social service organizations that the City supports, commented that the organization requested $5,000 this year and $2,000 was approved which is consistent with past approvals. After researching the donations of other municipalities in Oakland County, she found that Birmingham donates the least but has a high ratio of residents utilizing this organization. While she supports the approved amount, she would like this commission to consider increasing the City's contributions in the future to be in line with the other communities in Oakland County.

MOTION: Motion by Commissioner Hoff, and seconded by Mayor Pro Tem Boutros:
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.

DISCUSSION: City Manager Valentine clarified that these are in fact service agreements and are paid according to the services received. So, with that in mind, staff will keep an eye on the services that are provided and insure that they are justified; if so, there will be more allocated for next year.

VOTE: Yeas, 6
Nays, 0

06-148 -19 APPROVAL OF USE OF TWO PARKING SPACES AT MANSFIELD AND 14 MILE ROAD TO FULFILL PARKING REQUIREMENTS ITEM K

Commissioner Hoff said she has always, in the past and continues to be now, careful about assigning on-street parking to meet the requirements for a building, due to the tendency of owners to overbuild. In this case, two spaces on Mansfield street were requested. Commissioner Hoff asked if the immediate neighbors were notified, and were any comments received.

Planning Director Ecker replied that the immediate neighbors were not notified; it is not, in general, the practice of Birmingham to send notification for parking requirements. She also noted that there are two spaces on the other side of Mansfield that were credited to the property owner across the street. The property owner in this case is proposing to acquire space in a vacant surface lot that, currently, is not used for parking.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner DeWeese:
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.

VOTE: Yeas, 6
Nays, 0

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

06-149-19 PUBLIC HEARING TO CONSIDER A SPECIAL LAND USE AMENDMENT AND LIQUOR LICENSE OWNERSHIP CHANGE FOR TOAST – 203 PIERCE

Mayor Bordman opened the public hearing at 7:58.

Commissioner Nickita recused himself due to a current business relationship with one of the owners of the building as well as the applicant.

Planning Director Ecker presented the item.

Commissioner Hoff pointed out that on the special land use permit application, the hours of operation under outdoor dining facility differ from what was just presented. If the restaurant remains open for dinner, wouldn't the outdoor dining area stay open when weather permits?

Planning Director Ecker expressed that it was probably a mistake on the application and advised Commissioner Hoff to refer those questions to the applicant.

Attorney Kelly Allen, representing Toast, introduced Rita Bloom and Tony Micelli of Toast. Attorney Allen stated, in regard to Commissioner Hoff's question, a letter was submitted on April 18th and it reflected the hours that you see in the packet. The outdoor dining area will be open the same hours as the operation of the restaurant.

Mayor Bordman expressed that she was very pleased to see the willingness to make changes to the hours so that evening dining is available and said she will be supportive of the application.

Commissioner Sherman expressed that he was also very pleased and has no issue with the restaurant being closed some evenings at dinner time, but, he is a little concerned with closing at 8:00 or 9:00 p.m. on Thursday, Friday, and Saturday when there are a lot of people walking around and many restaurants are having their first seating. He asked the owners to consider staying open until 10:00 p.m. Thursday through Saturday.

Attorney Allen, owner representative, responded with a respectful no. In the past, there has not been a demand for dinner at Toast and that is why the hours were cut back. Ms. Bloom, partner, explained that they have tried many combinations of lunch and dinner without success. She added that they are going to continue to try and find a sweet spot for evening hours by putting a fun twist on breakfast at night.

Commissioner Sherman went on to advise the restaurant to stay open until "at least 8:00 p.m." He encouraged late hours on the weekend because the restaurant is a big space to have closed during the dinner hour. Commissioner Sherman also reminded the commission that the goal of the Bistro Ordinance was to enliven the streets and to bring traffic downtown. To have one bistro on Pierce Street with the lights off is not what the commission envisioned.

Mayor Bordman agreed with Commissioner Sherman's suggestion on the change of wording to allow the applicant to eventually grow the business and extend hours of operation.

Commissioner DeWeese expressed that by changing the agreement to read "minimum" hours of operation, the applicant has the flexibility to best serve the customer.

Mayor Pro Tem Boutros was supportive but struggled with the applicant limiting their hours. He wondered if it is a staffing issue and said he believes that they can be successful if marketing and advertising strategies are used to increase the dinner crowd.

Ms. Bloom explained that it is not a staffing issue, it is a brand issue. She explained that the brand is a breakfast and lunch bistro. Incorporating dinner into a strong breakfast brand suggests that people will double down on a restaurant for three meals. People generally go to the applicant for breakfast and lunch; it is going to be a struggle to push the hours that the Commission is requiring.

Commissioner Hoff supported approval of the proposal with the suggestions of other Commissioners. She also expressed confidence in what the restaurant owner says is best for her establishment.

Attorney Allen called attention to an error in the letter of April 18th, listing hours of operation on Sunday from 7am – 4 pm. The hours are 8:00a.m. – 4 p.m. on Sunday. She requested that the letter be amended to reflect the correction.

Commissioner Hoff asked if the applicant would consider staying in business without the bistro license. The answer was an emphatic no.

Maureen Sarle, 1585 Henrietta and 12 year Birmingham resident, stated that she likes Toast and asked Ms. Bloom if the applicant ever marketed breakfast for dinner. Ms. Bloom's response was yes.

Aljosa Krajisnik, a millennial, asked if dinner prices are similar to Leo's Coney Island (under $10.00) which can attract people 24 hours per day.

Ms. Bloom explained her prices are more than $10.00 for dinner but admitted to being on the lower end of Birmingham dinner prices.

Mayor Bordman closed the public hearing at 8:16 p.m.

MOTION: Motion by Commissioner DeWeese, and seconded by Mayor Pro Tem Boutros:
To approve a Special Land Use Permit Amendment for 203 Pierce, aka Toast, to reflect an ownership change and change in the hours of operation, with the correction of Sunday hours to 8:00 a.m. until 4:00 p.m. and the amendment of language to read "the applicant shall maintain minimum 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. *Formal resolution appended to these minutes as Attachment A.*

VOTE:	Yeas,	5
	Nays,	0

Commissioner Nickita returned to the session.

06-150-19 CLOSED SESSION

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
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 Hoff Commissioner Nickita Commissioner Sherman
	Nays:	None

Pam Graham, alternate to the Parks and Recreation Board, wanted to weigh in on Item I. Mayor Bordman advised that it was approved with the Consent Agreement earlier in the meeting. Commissioner Hoff explained that the item was just to set a date for a public hearing, and advised Ms. Graham to come back on July 8, 2019 for the hearing.

City Manager Valentine stated that Item I has nothing to do with what the Unimproved Streets Study Committee is studying. Item I is the annual maintenance program for a small section of the cape seal streets.

VII. REMOVED FROM CONSENT AGENDA

Items removed from the consent agenda were addressed earlier in the meeting.

VIII. COMMUNICATIONS

None

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

None

X. REPORTS

06-151-19 COMMISSIONER REPORTS

The City Commission will appoint two regular members to the Birmingham Museum Board on July 8, 2019 for one three-year term to expire July 5, 2022.

The City Commission will appoint two regular members to the Greenwood Cemetery Advisory Board on July 8, 2019 for one three-year term to expire July 6, 2022.

The City Commission will appoint one regular member to the Historic District Study Committee on July 8, 2019 to serve the remainder of a three-year term to expire June 25, 2022.

XI. ADJOURN

Mayor Bordman adjourned the meeting to closed session at 8:21 p.m.

Mayor Bordman reconvened the regular meeting at 8:58 p.m. and adjourned the meeting at 8:58 p.m.

J. Cherilynn Mynsberge, City Clerk
/vc

ATTACHMENT A

06-149-19
RESOLUTION
SPECIAL LAND USE PERMIT
AMENDMENT
TOAST RESTAURANT, 203 PIERCE

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 shall maintain minimum hours of operation as presented this evening: Sunday 8 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, J. 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.

_____

J. Cherilynn Mynsberge, City Clerk

City of Birmingham
Warrant List Dated 06/05/2019

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
266563	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,935.75
266564	*	000855	48TH DISTRICT COURT	100.00
266565	*	000855	48TH DISTRICT COURT	100.00
266566	*	000855	48TH DISTRICT COURT	300.00
266567		MISC	ADVANCED RENOVATIONS, INC.	200.00
266568		000282	APOLLO FIRE EQUIPMENT	559.59
266569		007479	ASB DISTRIBUTORS	98.60
266571	*	006759	AT&T	158.78
266572		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
266573	*	009042	RANDY BEARDEN	25.00
266574		008036	BERMUDA SANDS	567.75
266575		000522	BIG BEAVER PLUMBING, HEATING INC.	125.00
266577	*	001086	CITY OF BIRMINGHAM	489.61
266578	*	001086	CITY OF BIRMINGHAM	583.29
266579	*	MISC	BRENT JACKSON	75.00
266580	*	000444	CDW GOVERNMENT INC	550.05
266581		008306	CHARTER TOWNSHIP OF BLOOMFIELD	455.44
266582		000605	CINTAS CORPORATION	253.80
266583		003633	CLARKE MOSQUITO CONTROL	910.48
266584	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,362.56
266585		MISC	COLLINS, TIMOTHY W	100.00
266586	*	008955	COMCAST	576.18
266587		008480	COMPU-TECTURE INC	4,969.93
266588		001367	CONTRACTORS CONNECTION INC	1,269.85
266589		008512	COOL THREADS EMBROIDERY	474.93
266590		MISC	CRABILL, KAREN M	500.00
266591	*	004198	DETROIT HITCH CO	36.20
266592	*	000179	DTE ENERGY	487.31
266593	*	000179	DTE ENERGY	32.09
266594	*	000179	DTE ENERGY	803.87
266595	*	000179	DTE ENERGY	58.29
266596	*	000179	DTE ENERGY	118.43
266597	*	000179	DTE ENERGY	1,602.01
266598	*	000179	DTE ENERGY	61.59
266599	*	000179	DTE ENERGY	70.73
266600	*	000179	DTE ENERGY	1,208.85
266601	*	000179	DTE ENERGY	368.32
266602	*	000179	DTE ENERGY	44.58
266603	*	000179	DTE ENERGY	36.41
266604	*	000179	DTE ENERGY	69.16
266605		002375	DUANY PLATER-ZYBERK & CO.	90,800.00
266606		004671	ELDER FORD	206.61

City of Birmingham
Warrant List Dated 06/05/2019

Meeting of 06/17/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266607		001495	ETNA SUPPLY	5,400.00
266608	*	004095	ROBERT FOURNIER	523.02
266609	*	001233	GCSAA	380.00
266610		MISC	GILLETTE BROTHERS POOL & SPA	200.00
266611	*	000920	GLOBAL EQUIPMENT COMPANY INC	269.95
266612		009005	GOLF TRAININGAIDS.COM	558.90
266613	*	004604	GORDON FOOD	2,302.14
266614		MISC	GREATER DETROIT LANDSCAPE CO.	600.00
266615		000249	GUARDIAN ALARM	235.14
266616		001531	GUNNERS METER & PARTS INC	640.00
266617		MISC	HANSONS GROUP LLC	100.00
266618		008481	HART INTERCIVIC, INC	675.00
266619		000342	IBS OF SE MICHIGAN	75.95
266620		002461	IMPERIAL HEADWEAR INC	279.23
266621		003888	INTERNATIONAL CODE COUNCIL INC	8,207.00
266622		004088	KGM DISTRIBUTORS INC	150.00
266624		MISC	L.G.K BUILDING INC.	4,650.00
266625	*	008553	L.G.K. BUILDING, INC	35,000.00
266626	*	005327	L3 TECHNOLOGIES, INC.	290.00
266627		MISC	MAINSTREET DESIGN BUILD	300.00
266628		000377	MICHIGAN MUNICIPAL LEAGUE	6,210.00
266629		007494	BRUCE W. MILLER	84.80
266630	*	001452	MONTGOMERY & SONS INC	760.40
266631		008687	NORTH BREATHING AIR, LLC	113.00
266632	*	009075	NORTH COAST WINDOW WORKS INC	1,000.00
266633		MISC	NU PIPE LLC	2,000.00
266634	*	000477	OAKLAND COUNTY	2,403.37
266635		008214	OAKLAND COUNTY WATER DEPARTMENT	5,547.85
266636	*	000481	OFFICE DEPOT INC	153.54
266637		MISC	PATRICK KELLY	100.00
266638		MISC	PERFORMANCE RESIDENTIAL REMODELING	200.00
266639		006887	LESLIE PIELACK	808.47
266640		MISC	PLUMBER'S SERVICE INC	1,000.00
266641	*	006729	QUENCH USA INC	240.00
266642	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
266643		MISC	RENEWAL BY ANDERSEN	500.00
266645	*	009009	SIGNATURE CLEANING LLC	5,216.50
266646	*	008073	SITEONE LANDSCAPE SUPPLY, INC	826.62
266647		000260	SPARTAN DISTRIBUTORS INC	242.39
266648	*	MISC	STATE OF MICHIGAN	50.00
266649		000256	SUBURBAN BUICK GMC INC	46.75
266650		MISC	THE ANAM CARA GROUP	400.00
266651		000275	TIRE WHOLESALERS CO INC	235.80

City of Birmingham
Warrant List Dated 06/05/2019

Meeting of 06/17/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266652	*	008975	HEATHER TOLLIVER	209.00
266653		008145	TOWN SQUARE PUBLICATIONS	2,295.00
266654		004887	TRUCK & TRAILER SPECIALTIES INC	114,226.19
266655		007295	U.S. KIDS GOLF	156.61
266656		000821	UNIVERSITY PRODUCTS INC	893.43
266657		007226	VALLEY CITY LINEN	103.65
266659	*	000158	VERIZON WIRELESS	151.86
266660	*	000158	VERIZON WIRELESS	1,217.53
266661		009076	JOHN P. WATERMAN	1,502.60
266662		000299	WEINGARTZ SUPPLY	222.06
266663		MISC	WINDOW PRO HOLDINGS LLC	500.00
			SUBTOTAL PAPER CHECK	$323,329.64
ACH TRANSACTION				
		002037	TOTAL ARMORED CAR SERVICE, INC.	736.27
	*	000306	WOLVERINE CONTRACTORS INC	909.30
		000926	WRIGHT TOOL COMPANY	274.00
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	12,453.09
		002702	B & B GREASE TRAP & DRAIN	115.00
		000518	BELL EQUIPMENT COMPANY	2,670.29
		007345	BEVERLY HILLS ACE	21.49
		001441	BIRMINGHAM CONCERT BAND	350.00
		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	63.95
		003938	HART PAVEMENT STRIPING CORP	950.00
		007465	IN-HOUSE VALET INC	4,500.00
		000261	J.H. HART URBAN FORESTRY	12,469.00
		003458	JOE'S AUTO PARTS, INC.	940.43
		006370	KLM SCAPE & SNOW LLC	4,750.00
		005876	KROPF MECHANICAL SERVICE COMPANY	410.00
		006359	NYE UNIFORM COMPANY	115.00
		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,338.08
			SUBTOTAL ACH TRANSACTION	$43,065.90

Meeting of 06/17/2019

City of Birmingham
Warrant List Dated 06/05/2019

Check Number	Early Release	Vendor #	Vendor	Amount
			GRAND TOTAL	$366,395.54

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 06/12/2019

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
266664	*	000855	48TH DISTRICT COURT	100.00
266665	*	000855	48TH DISTRICT COURT	80.00
266666	*	000855	48TH DISTRICT COURT	100.00
266667	*	000855	48TH DISTRICT COURT	100.00
266668	*	000855	48TH DISTRICT COURT	500.00
266669	*	000855	48TH DISTRICT COURT	500.00
266670	*	000855	48TH DISTRICT COURT	100.00
266671	*	000855	48TH DISTRICT COURT	200.00
266672	*	001831	52-3 DISTRICT COURT	400.00
266673		MISC	A & R LAWN & LANDSCAPE SERVICES INC	200.00
266674		008112	ABC WAREHOUSE	89.00
266675	*	007266	AETNA BEHAVIORAL HEALTH LLC	460.46
266676	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	2,800.00
266677	*	007510	GRANT ANKNEY	607.50
266679	*	006759	AT&T	180.88
266680	*	004027	AUTOMATED BENEFIT SVCS INC	7,509.76
266681		004931	BIDNET	575.90
266683	*	001086	CITY OF BIRMINGHAM	521.80
266684	*	001086	CITY OF BIRMINGHAM	597.88
266686	*	000546	KAREN D. BOTA	2,050.00
266688		MISC	BUTCHER & BUTCHER CONSTRUCTION COMP	200.00
266689		MISC	BVT PROPERTIES LLC	900.00
266691		003907	CADILLAC ASPHALT, LLC	1,638.06
266692		000571	CAR TRUCKING INC	375.00
266694		007710	CINTAS CORP	122.64
266695		000605	CINTAS CORPORATION	37.09
266696	*	004026	COFINITY	1,449.00
266697	*	008955	COMCAST	202.89
266698	*	000979	COMERICA BANK	1,938.53
266700		002668	CONTRACTORS CLOTHING CO	522.83
266701		001367	CONTRACTORS CONNECTION INC	902.50
266702		008582	CORE & MAIN LP	1,480.06
266703		MISC	CORNERSTONE DESIGN & CONSTRUCTION	200.00
266705	*	008288	THOMAS BROOKS COWAN	91.52
266708	*	008587	JANICE DELINKO	83.00
266709	*	006999	CHRISTOPHER DEMAN	208.00
266710	*	006907	DENTEMAX, LLC	149.40
266711		008559	DETROIT BATTERY COMPANY	98.17
266713		MISC	DOMAINE CONSULTING	100.00
266714		MISC	DOOLITTLE, CHRISTINA	500.00
266715	*	000180	DTE ENERGY	36,804.48
266716	*	000179	DTE ENERGY	14.20

City of Birmingham
Warrant List Dated 06/12/2019

Meeting of 06/24/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266718		000196	EJ USA, INC.	1,284.35
266722		008524	FBINAA MICHIGAN CHAPTER	250.00
266725	*	004983	GREAT AMERICAN BUSINESS PRODUCTS	358.20
266727		001377	HAGOPIAN CLEANING SERVICES	442.00
266729		MISC	HIGHER GROUND LANDSCAPING SERVICES	100.00
266730		MISC	HM HOMES LLC	500.00
266731		MISC	HOMES WITH DISTINCTION LLC	1,900.00
266733		001874	HUNT SIGN COMPANY	40.50
266735		MISC	IMAGE 360 - PLYMOUTH	200.00
266736		003823	JAY'S SEPTIC TANK SERVICE	797.00
266737	*	000362	KROGER COMPANY	39.61
266738		MISC	KT ASSOCIATES	250.00
266739		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	449.05
266740		008998	LINCOLN OF TROY	772.68
266741		MISC	LIVE WELL CUSTOM HOME LLC	2,500.00
266759	*	000481	OFFICE DEPOT INC	671.74
266760		MISC	ORCHARD DEVELOPMENT AND CONSTRUCTIO	1,400.00
266763		008197	PARKMOBILE LLC	374.00
266764		MISC	PCI INDUSTRIES, INC.	700.00
266765		MISC	PEMBE DORESI	69.59
266766		001146	PLANNING & ZONING NEWS	350.00
266767	*	000801	POSTMASTER	655.00
266768	*	000801	POSTMASTER	255.46
266769		008974	PREMIER PET SUPPLY	199.90
266770		002852	QMI GROUP INC	70.00
266771		MISC	RANDY ERIC COPENS	100.00
266772		MISC	RASHID CONSTRUCTION	100.00
266773		001527	ROYAL OAK TENT & AWNING LLC	42.00
266774	*	007897	JEFFREY SCAIFE	1,392.50
266775	*	004202	SHRED-IT USA	126.31
266776		009009	SIGNATURE CLEANING LLC	1,600.00
266777		MISC	SIGNGRAPHIX	200.00
266778	*	008073	SITEONE LANDSCAPE SUPPLY, INC	219.62
266779	*	007907	SP+ CORPORATION	19,600.00
266782		MISC	STAR BUILDERS INC	1,400.00
266783		006749	SUPERIOR SCAPE, INC	5,524.00
266785		000275	TIRE WHOLESALERS CO INC	147.75
266786		007768	MELISSA TOOLE	121.07
266789	*	000158	VERIZON WIRELESS	76.02
266790	*	000158	VERIZON WIRELESS	152.90
266792		008391	XEROX CORPORATION	121.68
266793		MISC	LIVE WELL CUSTOM HOMES LLC	6,400.00
266795		001669	MACP	310.00

City of Birmingham
Warrant List Dated 06/12/2019

Meeting of 06/24/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266796		MISC	MC GLINCH & SONS CO	100.00
266797	*	000888	MCKENNA ASSOCIATES INC	4,000.00
266798	*	001505	MEADOWBROOK INSURANCE GROUP	815.38
266799		007833	MICHIGAN ASSOCIATION OF PLANNING	675.00
266800		007378	MIDAS AUTO SERVICE CENTER	512.24
266801		000230	MIKE SAVOIE CHEVROLET INC	1,008.85
266802		MISC	MILLCREEK CONSTRUCTION MANAGEMENT C	5,500.00
266804		MISC	MONTEMAYOR, KENNETH P	10,000.00
266806	*	008957	BENJAMIN MYERS	49.88
266807		001174	OAKLAND CO MEDICAL CONTROL AUTH.	75.00
266808	*	000477	OAKLAND COUNTY	932,545.30
266809	*	004370	OCCUPATIONAL HEALTH CENTERS	1,794.00
			SUBTOTAL PAPER CHECK	$1,075,029.13
EFT TRANSFER				
		008857	5.11 TACTICAL OPS CENTER	714.87
		MISC	BUSH FURNITURE	129.00
		005316	COURTYARD MARRIOTT	3,821.60
		008730	FACEBOOK HEADQUARTERS	217.99
		MISC	FAIRYTALE ENTERTAINMENT	555.00
		MISC	GODADDY	20.34
		009014	HAZEL, RAVINES & DOWNTOWN	2,186.00
		MISC	HOLIDAY INN EXPRESS- CHARLOTTE	309.00
		MISC	HOMEWOOD SUITES BY HILTON	1,271.72
		008187	MISSION POINT RESORT	1,370.70
		006056	PANERA	486.40
		MISC	PARTY CITY	329.22
		002589	SHANTY CREEK RESORTS	540.33
		MISC	SWIFTPAGE	1,620.00
		MISC	THE HUMAN SOLUTION	608.00
			SUBTOTAL EFT TRANSFER	$14,180.17
ACH TRANSACTION				
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	38,247.75
		002284	ABEL ELECTRONICS INC	1,068.85
	*	000517	BEIER HOWLETT P.C.	37,179.25
		000518	BELL EQUIPMENT COMPANY	208,233.20
		007345	BEVERLY HILLS ACE	7.16
		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	39.96
		000542	BLUE WATER INDUSTRIAL PRODUCTS INC	78.75
		000603	CHEMCO PRODUCTS INC	232.00
		000956	DELTA TEMP INC	503.50
		000565	DORNBOS SIGN & SAFETY INC	1,033.48
		000995	EQUATURE	750.00

Meeting of 06/24/2019

City of Birmingham
Warrant List Dated 06/12/2019

Check Number	Early Release	Vendor #	Vendor	Amount
		000207	EZELL SUPPLY CORPORATION	98.61
		000243	GRAINGER	1,132.48
		002407	J & B MEDICAL SUPPLY	1,877.80
		000261	J.H. HART URBAN FORESTRY	13,875.50
		003458	JOE'S AUTO PARTS, INC.	71.00
	*	007828	DEBORAH KLEIN	550.00
	*	005550	LEE & ASSOCIATES CO., INC.	1,126.28
		006359	NYE UNIFORM COMPANY	37.50
	*	006853	PAUL C SCOTT PLUMBING INC	2,128.89
		005688	PEGASUS ENTERTAINMENT	4,989.98
		001062	QUALITY COACH COLLISION	970.00
		000254	SOCRRA	73,457.00
	*	001097	SOCWA	142,162.48
		001255	TEKNICOLORS INC	445.40
		007278	WHITLOCK BUSINESS SYSTEMS, INC.	3,423.96
			SUBTOTAL ACH TRANSACTION	$533,720.78
			GRAND TOTAL	$1,622,930.08

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

Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 06/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
266810	*	000855	48TH DISTRICT COURT	100.00
266811	*	000855	48TH DISTRICT COURT	100.00
266812	*	006965	7UP DETROIT	243.10
266814		008106	ACUSHNET COMPANY	683.58
266815		003708	AIRGAS USA, LLC	218.18
266817		007233	ALL STAR PRO GOLF	511.02
266818		MISC	ALLEN BROTHERS INC.	100.00
266819		008630	AMERICAN TRADE MARK CO.	220.50
266821		007479	ASB DISTRIBUTORS	37.85
266822	*	006759	AT&T	2,957.72
266823	*	006759	AT&T	200.12
266824	*	006759	AT&T	248.91
266825	*	006759	AT&T	260.42
266826	*	006759	AT&T	78.73
266827	*	006759	AT&T	158.78
266828	*	006759	AT&T	78.73
266832	*	003839	MATTHEW J. BARTALINO	350.00
266833		MISC	BCD CONSTRUCTION LLC	100.00
266834		MISC	BELFOR USA	100.00
266835		000519	BELLE TIRE DISTRIBUTORS	139.00
266836		002231	BILLINGS LAWN EQUIPMENT INC.	513.48
266837	*	008503	BIRDIE IMAGING SUPPLIES, INC	4,320.00
266838	*	008992	CITY OF BIRMINGHAM #237	5,258.32
266839		000525	BIRMINGHAM PUBLIC SCHOOLS	42.00
266840	*	001086	CITY OF BIRMINGHAM	685.80
266841	*	001086	CITY OF BIRMINGHAM	568.20
266843		MISC	BLOOMINGDALE CONSTRUCTION COMPANY I	900.00
266844	*	004244	BOLYARD LUMBER	42.72
266845	*	006953	JACQUELYN BRITO	286.77
266846		003907	CADILLAC ASPHALT, LLC	921.15
266847	*	000569	JOEL CAMPBELL	150.00
266848		MISC	CAPALDI BUILDING CO	300.00
266849		000571	CAR TRUCKING INC	882.00
266850		007933	CARDNO, INC.	9,287.41
266851		005238	CBTS	1,379.13
266852	*	000444	CDW GOVERNMENT INC	5,837.31
266855		002067	CENTRAL PARKING SYSTEM	152.00
266857		MISC	CHARLES ROBERT FIANTACO	100.00
266858		000605	CINTAS CORPORATION	218.80
266860	*	009080	CITY OF BIRMINGHAM #238	60,099.10
266861	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,382.99
266862	*	008955	COMCAST	256.85

City of Birmingham
Warrant List Dated 06/19/2019

Meeting of 06/24/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266863	*	000627	CONSUMERS ENERGY	354.07
266864		002668	CONTRACTORS CLOTHING CO	940.82
266865		008582	CORE & MAIN LP	435.06
266866	*	008288	THOMAS BROOKS COWAN	107.48
266867		005742	CRAIN'S DETROIT BUSINESS	1,232.00
266868		004386	CYNERGY PRODUCTS	623.00
266870		MISC	DAVID ERNAT	200.00
266872		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
266873		003825	DEERE ELECTRIC INC	190.00
266874		000177	DELWOOD SUPPLY	9.23
266877	*	006077	DI PONIO CONTRACTING INC	532,091.90
266878		MISC	DICKEY, COLLIN	700.00
266879		008641	DINGES FIRE COMPANY	271.61
266880		000190	DOWNRIVER REFRIGERATION	64.17
266882	*	000180	DTE ENERGY	5,946.41
266884	*	007538	EGANIX, INC.	720.00
266886		MISC	EXTREME BUILDING & DESIGN INC	200.00
266887	*	004765	RAYMOND FAES	119.96
266888		004313	FBINAA MICHIGAN CHAPTER	995.00
266889	*	001489	FEDERAL PIPE & SUPPLY CO., INC	748.40
266890		000936	FEDEX	249.13
266891	*	008447	AARON FILIPSKI	639.91
266892		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	515.00
266893		MISC	FRANK SNELL IV	200.00
266894		MISC	FRANK, SAMUEL J	200.00
266896		003285	GARDINER C. VOSE INC.	5,792.88
266897		007172	GARY KNUREK INC	163.00
266898		006384	GEOGRAPHIC INFORMATION SERVICES, IN	578.55
266899		006699	GFSI LLC	518.97
266900	*	004604	GORDON FOOD	1,718.95
266901		MISC	GRANDOMINICO, JOSEPH	914.78
266902		007099	GRANICUS, INC.	1,951.52
266903		001447	HALT FIRE INC	227.40
266905		MISC	HARTFORD ROOFING & WARRANTY CO LLC	200.00
266906		MISC	HITE HOMES INC	200.00
266907		MISC	HM HOMES LLC	444.34
266908		MISC	HOYT FREDERICKS	700.00
266909		MISC	IDEAL BUILDERS AND REMODELING INC	2,000.00
266910		008433	INFO TECH INC	1,200.00
266911		MISC	INGRAM ROOFING INC	100.00
266912		MISC	INTERSTATE CONSTRUCTION LLC	500.00
266913	*	008266	JAMIE IRWIN	108.48
266914		MISC	IVANKO, DAVID J	100.00

City of Birmingham
Warrant List Dated 06/19/2019

Meeting of 06/24/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266915		000344	J.T. EXPRESS, LTD.	5,117.90
266916		MISC	JAMES R LIGHTBODY	100.00
266917	*	002576	JAX KAR WASH	190.00
266918		MISC	JEFFREY VAN DORN	100.00
266919		008564	JERRY'S TIRE	350.68
266920		MISC	JOHN MCCARTER CONSTRUCTION LLC	200.00
266921		MISC	JONNA LUXURY HOMES	1,400.00
266923		MISC	JUNGHYUN LEE	100.00
266925		004088	KGM DISTRIBUTORS INC	80.00
266927		004085	KONE INC	1,953.95
266929	*	000362	KROGER COMPANY	69.12
266930		MISC	L & S HOME IMPROVEMENTS LLC	200.00
266931		003620	LANGUAGE LINE SERVICES INC	5.01
266933		000287	LIGHTING SUPPLY COMPANY	378.87
266934	*	009064	ARTHUR LITTSEY	750.00
266935		MISC	LMB PROPERTIES LLC	2,500.00
266938	*	007273	MAINSTREET SOUL LLC	1,200.00
266939		MISC	MAPLEWOOD OFFICE PARK, LLC	403.46
266940	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
266941		MISC	MASTERWORKS CONTRACTING LLC	500.00
266942		MISC	MAYDAY CONSTRUCTION LLC	200.00
266943		MISC	MCCS LLC	200.00
266944		004479	MEGGITT TRAINING SYSTEMS INC	2,557.68
266945		007659	MICHIGAN.COM #1008	65.00
266949		MISC	MIHAILOFF, GEORGE	100.00
266950		000230	MIKE SAVOIE CHEVROLET INC	109.69
266951		007163	MOBILE HEALTH RESOURCES	3,268.23
266952		MISC	MODIFIED ROOFING & CONSTR.	100.00
266953		MISC	MOORADIAN, MARY	200.00
266954		MISC	MR. ROOF HOLDING CO., LLC	200.00
266955		008592	NATIONAL HOSE TESTING SPECIAL. INC	901.60
266956	*	001194	NELSON BROTHERS SEWER	185.00
266957	*	007755	NETWORK SERVICES COMPANY	1,110.58
266958		MISC	OAKES ROOFING SIDING & WINDOWS INC	300.00
266959		002853	OAKLAND COMMUNITY COLLEGE	1,185.00
266961	*	000481	OFFICE DEPOT INC	429.27
266963		006625	PACIFIC TELEMANAGEMENT SERVICES	78.00
266964		MISC	PELLA WINDOWS & DOORS, INC.	1,700.00
266966	*	001753	PEPSI COLA	394.62
266967		001341	PIFER GOLF CARS INC	5,850.00
266969		002518	PITNEY BOWES INC	195.00
266970	*	000801	POSTMASTER	1,983.04
266971		MISC	RASHID CONSTRUCTION	100.00

City of Birmingham
Warrant List Dated 06/19/2019

Meeting of 06/24/2019

Check Number	Early Release	Vendor #	Vendor	Amount
266972		001334	RECIPROCAL ELECTRICAL COUNCIL INC	50.00
266974	*	005379	RED WING BUSINESS ADVANTAGE ACCT	259.98
266975		000218	ROYAL OAK P.D.Q. LLC	93.66
266976		MISC	S A S SERVICES INC	100.00
266977	*	002806	SAM'S CLUB/SYNCHRONY BANK	687.81
266978		MISC	SERAFINI, GERALD	500.00
266980	*	008073	SITEONE LANDSCAPE SUPPLY, INC	299.23
266981	*	009033	SITEWORK SERVICES LLC	93,333.35
266982		009055	SMOKE DETECTOR POLE LLC	132.65
266983		MISC	SMOLYANOV HOME IMPROVMENT	100.00
266986		002809	STATE OF MICHIGAN	747.00
266987		006783	STATE OF MICHIGAN	90.00
266988		008794	STRAIGHT DOWN CLOTHING CO.	754.51
266989		004544	STRYKER SALES CORPORATION	535.10
266990		000256	SUBURBAN BUICK GMC INC	491.36
266990	*	000256	SUBURBAN BUICK GMC INC	63.44
266991		006749	SUPERIOR SCAPE, INC	16,796.00
266992		MISC	T AND C ROOFING	100.00
266993		001076	TAYLOR FREEZER OF MICH INC	325.00
266994		MISC	TECHHOME BUILDING CO., LLC	1,400.00
266995		MISC	THUT, MARK J	100.00
266996		MISC	TIMOTHY D BYRNES	100.00
266997		MISC	TKO HOME MAINTENANCE	100.00
266998		MISC	TRESNAK CONSTRUCTION INC	100.00
266999		MISC	TRI-COUNTY ROOFERS LLC	100.00
267000	*	009081	TYLER TECHNOLOGIES INC	2,334.00
267001		007295	U.S. KIDS GOLF	393.18
267002		007226	VALLEY CITY LINEN	194.85
267003	*	000293	VAN DYKE GAS CO.	196.71
267004	*	000158	VERIZON WIRELESS	90.12
267005	*	000158	VERIZON WIRELESS	427.88
267006		MISC	VICTORS HOME IMPROVEMENT LLC	200.00
267007		MISC	WALLSIDE INC	500.00
267009		MISC	WOODLAKE CONSTRUCTION LLC	300.00
267010		008391	XEROX CORPORATION	1,574.09
			SUBTOTAL PAPER CHECK	$833,898.06

ACH TRANSACTION

		008847	ABS- AUTOMATED BENEFIT SVCS, INC	65,432.95
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	36,103.71
		008555	ABELL PEST CONTROL INC	40.00
		001357	ART/DESIGN GROUP LTD	150.00
		007345	BEVERLY HILLS ACE	5.39
	*	000157	BOB ADAMS TOWING INC	1,035.00

Meeting of 06/24/2019

City of Birmingham
Warrant List Dated 06/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
		000603	CHEMCO PRODUCTS INC	210.00
	*	008044	CLUB PROPHET	540.00
		000847	DETROIT SALT COMPANY	16,581.88
	*	003807	DOETSCH INDUSTRIAL SVCS INC	37,724.90
		000565	DORNBOS SIGN & SAFETY INC	751.43
	*	001077	DUNCAN PARKING TECH INC	10,878.52
		000207	EZELL SUPPLY CORPORATION	94.67
		006181	FIRST CHOICE COFFEE SERV	290.90
		003870	GREAT LAKES TURF, LLC	2,661.75
		007465	IN-HOUSE VALET INC	6,000.00
	*	007870	J.C. EHRLICH CO. INC.	42.00
		000261	J.H. HART URBAN FORESTRY	14,219.00
		003458	JOE'S AUTO PARTS, INC.	792.21
		003845	JOHNSON HILL LAND ETHICS STUDIO INC	1,649.40
	*	005550	LEE & ASSOCIATES CO., INC.	987.48
		006359	NYE UNIFORM COMPANY	552.00
		001062	QUALITY COACH COLLISION	18,846.55
		000478	ROAD COMM FOR OAKLAND CO	11.83
	*	000478	ROAD COMM FOR OAKLAND CO	3,310.15
		001181	ROSE PEST SOLUTIONS	71.00
		001255	TEKNICOLORS INC	341.93
		008711	VOLVIK USA	903.37
		000306	WOLVERINE CONTRACTORS INC	899.50
		000926	WRIGHT TOOL COMPANY	95.00
			SUBTOTAL ACH TRANSACTION	$221,222.52
			GRAND TOTAL	$1,055,120.58

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.

BJC
BIRMINGHAM
JEWISH
CONNECTION

June 4, 2019

Honorable Mayor Bordman and City Commissioners:

Please accept my resignation from the Birmingham Public Arts Board. The reason for resignation is that my family and I are planning a move from Birmingham to Oak Park.

Living in Birmingham for fourteen years has been a privilege. But as "G-d directs the steps of man," it appears that we are being directed elsewhere. We hope that the move will bring blessings and that we will have ample opportunity to make positive contributions to our new surroundings. (Between us, I prefer to think of the whole business as per a quote from one of my favorite rabbis—"Wherever I go, it's towards the Land of Israel.")

It has been an honor and pleasure serving on the PAB. It is a talented, dedicated, and fun group. Board Chair Barbara Heller is herself a city 'art treasure'. Brooks Cowan of the Planning Department should also get a 'shout out' for his patience, good humor, and roll-up-the-sleeves work ethic, ever-ready to help us transform our ideas into concrete achievements.

Finally, I would like to express my appreciation to City Commission for appointing me to the PAB. My interest in the Board resulted directly from the first Citizens Academy course.

With gratitude and respect for all you do,

Rabbi Boruch Cohen

SUGGESTED RESOLUTION:
To accept the resignation of Rabbi Boruch Cohen from the Public Arts Board, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

THE BIRMINGHAM JEWISH CONNECTION 1578 LAKESIDE DR, BIRMINGHAM, MI 48009

City of Birmingham
A Walkable Community

MEMORANDUM

Clerk's Office

DATE: **June 19, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **J. Cherilynn Mynsberge, City Clerk**

SUBJECT: **Worship in the Park: Blessing of the Animals**

INTRODUCTION:

Birmingham First United Methodist Church has submitted a Special Event application to hold the Worship in the Park: Blessing of the Animals event in Shain Park on Sunday, June 18th, 2019. Set-up for the event is scheduled for June 18th from 7:00 am to 9:30 am. The event begins at 9:30 am and ends at 12:00 pm, with tear-down scheduled to end at 1:30 pm.

BACKGROUND:

Birmingham First United Methodist Church held the Worship in the Park event for the first time in 2018. The theme of that event was "Shine on Worship Service" and was a contemporary worship service with a live band and message. The proposed event for 2019 is similar, but with a few changes.

- Attendance in 2019 is expected to increase to 200 attendees.
- The church will be providing volunteers this year to assist with safety, security and maintenance.
- Music is proposed to end at noon this year. In 2018 it ended at 11:00 a.m.
- There will be a 10'-20' banner this year. Last year there was no signage.
- The church is asking to have a small animal petting zoo, with not more than 15 animals. Animals would include bunnies, goats, pony and ducks.
- The church plans to hire a company who does this professionally so they would protect the ground and clean up after the animals and leave the park clean.
- The animals would be kept within a pen located on the pavement near the statue in the middle of Shain Park or in the grass to the north of the main central statue.

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
Seaholm Harriers/Oral Cancer Awareness 5K	Sunday, August 4th	Seaholm H.S.
In the Park concerts	Friday, August 7th & 14th	Shain Park
Cruise	Saturday, August 17th	Woodward/Downtown
Movies in Booth Park	Friday, August 23rd	Booth Park
Yoga in the Park	Saturday, June 22	Shain Park

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the Worship in the Park: Blessing of the Animals event to be held August 18th, 2019 from 9:30 am to 12:00 pm, with set-up to begin 7:00 am and 9:30 am. Tear-down will begin at the conclusion of the event and is scheduled to end at 1:30 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 31, 2019. Notification addresses are on file in the Clerk's Office
3. Hold Harmless Agreements signed by the (Certificate of Insurance due on or before August 2, 2019)
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a special event permit as requested by Birmingham First United Methodist Church to hold Worship in the Park: Blessing of the Animals in Shain Park on August 18, 2019 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.

19-00011559

RECEIVED BY
MAY 14 2019
CITY CLERK'S OFFICE

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

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

Police 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 5/7/19

Name of Event Worship in the Park: Blessing of the Animals

Detailed Description of Event (attach additional sheet if necessary) A modern Christian worship service that incorporates a blessing of people's animals.

Location Shaine Park

Date(s) of Event 8/18/19 Hours of Event 9:30am - 12:00pm

Date(s) of Set-up 8/18/19 Hours of Set-up 7:00am - 9:30am

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

Date(s) of Tear-down 8/18/19 Hours of Tear-down 12:00pm - 1:30pm

Organization Sponsoring Event Birmingham First United Methodist Church

Organization Address 1589 W. Maple, Birmingham, MI 48009

Organization Phone 248-646-1200

Contact Person Kristin Snyder

Contact Phone (734)276-9328

Contact Email ksnyderlegal@gmail.com

II. EVENT INFORMATION

1. Organization Type Non-profit/Church
   (city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) N/A

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 Last year we had our first Worship in the Park in July 2018.

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) _____
   ☐ Sidewalk(s) Sidewalks ~~around~~ inside Shaine Park
   ☒ Park(s) Shaine Park

7. Will street closures be required? YES ☐ NO ☒
   (Police Department acknowledgement <u>prior to submission</u> of application is required) (initial here) _____

8. What parking arrangements will be necessary to accommodate attendance? None

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

If yes, please provide number of staff to be provided and any specialized training received.

Describe Volunteers

10. Will the event require safety personnel (police, fire, paramedics)? YES ☐ NO ☑

(Police Department acknowledgement <u>prior to submission</u> 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 ☐

X Live X Amplification ____ Recorded X Loudspeakers

Time music will begin 8:00am

Time music will end 12:00pm

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

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

Number of signs/banners 1

Size of signs/banners 10ft x 20ft

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.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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	0	6 for $200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	0	$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	0	$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	0 # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	0	Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System	0	$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.	N/A	N/A

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)	N/A	N/A
Portable Toilets	N/A	N/A
Rides	N/A	N/A
Displays	N/A	N/A
Vendors	N/A	N/A
Temporary Structure (must attach a photo)	N/A	N/A
Other (describe)	Small animal petting zoo: under 30 animals within a pen	

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Worship in the Park: Blessing of the Animals

EVENT DATE 8/18/19

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.

Signature Date 8/7/19

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

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

- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.

- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.

- If street closures are necessary, a map must be included with the letter to the affected property/business owners.

BIRMINGHAM FIRST
A UNITED METHODIST CHURCH

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: June 1, 2019

Dear Birmingham Resident,

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

EVENT INFORMATION

NAME OF EVENT: Worship in the Park: Blessing of the Animals

LOCATION: Shaine Park

DATE(S) OF EVENT 8/18/19_____ HOURS OF EVENT 9:30am – 12:00pm _____

BRIEF DESCRIPTION OF EVENT/ACTIVITY: A modern Christian worship service with a small petting zoo and a special blessing of anyone's pet.

DATE(S) OF SET-UP 8/18/19_____HOURS OF SET-UP 7:00am – 9:30am_____

DATE(S) OF TEAR-DOWN 8/18/19_____ HOURS OF TEAR-DOWN 12:00pm – 1:30pm_

DATE OF CITY COMMISSION MEETING: June 24, 2019_____

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)**. Log on to www.bhamgov.org/events for a complete list of special events.

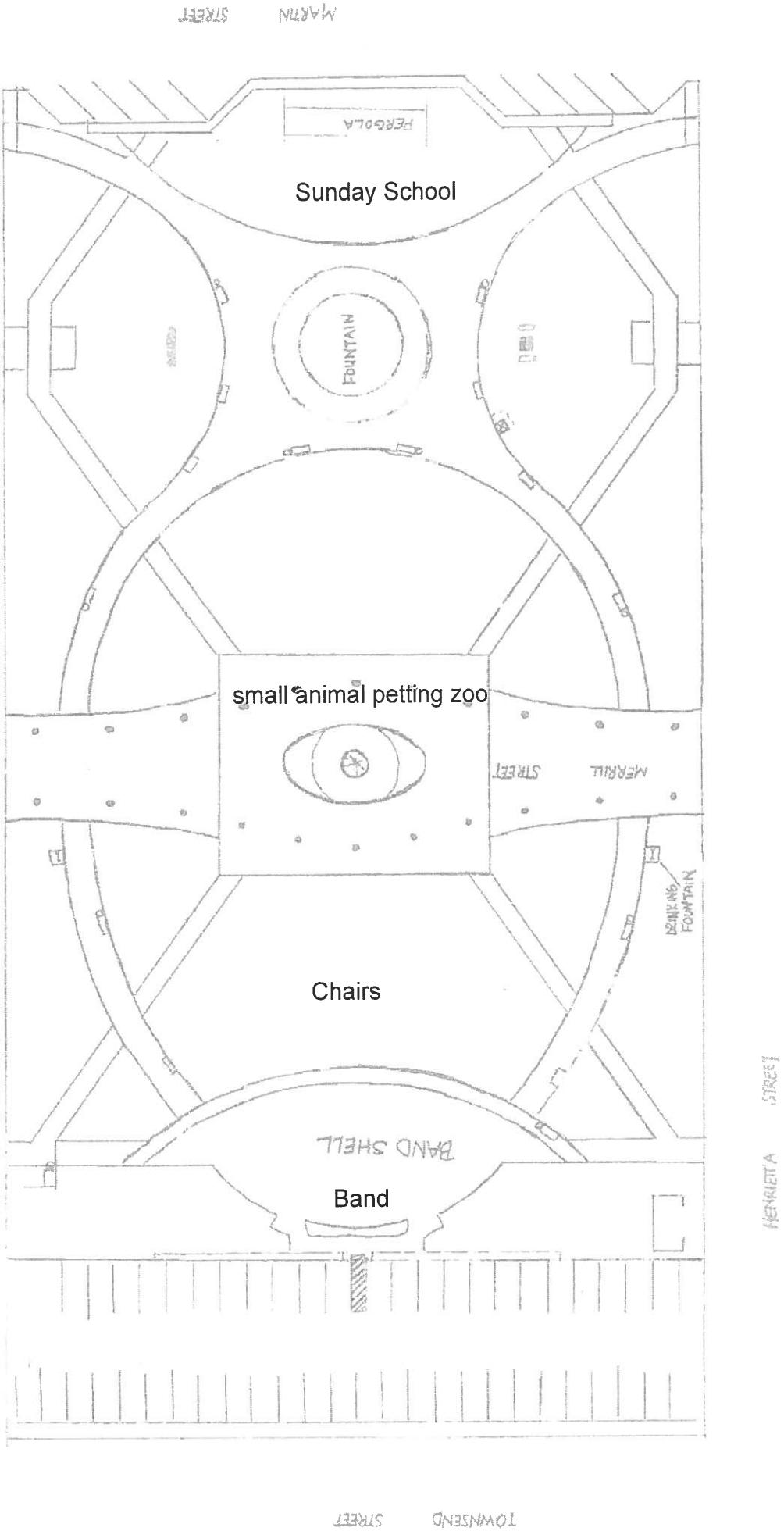
EVENT ORGANIZER: Birmingham First United Methodist Church_____

ADDRESS: 1589 W. Maple, Birmingham, MI 48009 _____

PHONE: 248-646-1200_____

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Kristin Snyder (734)276-9328

1589 West Maple Road Birmingham, MI 48009
(248) 646.1200
www.fumcbirmingham.org


MARTIN STREET
PERGOLA
Sunday School
FOUNTAIN
small animal petting zoo
MERRILL STREET
DRINKING FOUNTAIN
Chairs
BAND SHELL
Band
HENRIETTA STREET
TOWNSEND STREET

BIRMINGHAM FIRST
A UNITED METHODIST CHURCH

HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the **Birmingham First United Methodist Church** and any entity or person for whom the **Birmingham First United Methodist Church** 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."

Kristin Snyder

Kristin Snyder

5/7/19

Date

1589 West Maple Road Birmingham, MI 48009
(248) 646.1200
www.fumcbirmingham.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2019

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
Bergstrom Insurance Agency
30701 W Ten Mile Rd Ste 400
Farmington Hills MI 48336

CONTACT NAME:
PHONE (A/C, No, Ext): 248-478-4800 FAX (A/C, No): 248-478-5308
E-MAIL ADDRESS: info@bergstrominsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brotherhood Mutual Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
First United Methodist Church
1589 W. Maple Rd.
Birmingham MI 48009

COVERAGES **CERTIFICATE NUMBER:** 20190508162433862 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	N	21MLA0267063	08/01/2019	08/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							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)

RE: Insured's worship service at Shain Park on 8-18-19
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 insureds under the above general liability policy as per attached sample form BGL-150.

CERTIFICATE HOLDER

CITY OF BIRMINGHAM
851 SOUTH ETON
BIRMINGHAM MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kris Bergstrom

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This Liability Coverage Endorsement is subject to the **terms** of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage will apply to an **occurrence** and any **related loss.** This endorsement is attached to and made part of the policy.

THIS INSURANCE ENDORSEMENT FORMS PART OF YOUR POLICY CONTRACT.
PLEASE READ IT CAREFULLY.

MINISTRY OPERATIONS

COMMERCIAL LIABILITY COVERAGE PROVISION MODIFICATION

DESIGNATED ADDITIONAL INSURED(S)

AGREEMENT

We provide the modified coverage described in this endorsement (BGL-150), but only if it is properly designated in the **declarations**, and only with respect to the Additional Insured(s) designated on the schedule(s) attached to this endorsement.

PROVISION MODIFICATION

With respect to the Additional Insured(s) and the Applicable Coverages designated on any schedule attached to this endorsement, Condition 7 of the Conditions section of the Commercial Liability Coverage Form (GL-100) and Condition 11 of the Conditions section of the Liability and Medical Coverage Form (BGL-11) are deleted and replaced by the following:

7. **Subrogation Rights** – If **we** make payment under any liability coverage or any medical coverage, **we** reserve the right to require from all applicable **insureds,** and from anyone to whom or on whose behalf **we** pay, an assignment of their right of recovery. Upon **our** request, such person or entity must transfer to **us** their right of recovery against any party responsible for the injury, and must assist **us** in **our** attempt to recover any amounts **we** have paid under the liability coverage or the medical coverage. **We** are not liable under any liability coverage or any medical coverage if any person has impaired **our** right to recover.

   Waiver of Subrogation Rights – An **insured** may waive **our** right to recover against an Additional Insured named in an endorsement properly designated in the **declarations**.

11. **Additional Insureds** – With respect to any person or entity shown on any schedule attached to the Commercial Liability Coverage Provision Modification – Designated Additional Insured(s) endorsement (BGL-150), **we** will provide the Applicable Coverages shown on any applicable schedule to the Additional Insured named in that particular schedule. Any Applicable Coverages shown on the schedule are provided only to the extent that any Additional Insureds shown on any applicable schedule are legally liable for the acts of **you**, **your leader**, **your** employee or **your appointed person**, as defined in relation to an Applicable Coverage shown on that particular schedule. Any Applicable Coverages granted to an Additional Insured by this endorsement and attached schedule(s) are strictly subject to the **terms** of the policy.

    The **limit** of coverage provided to any Additional Insured(s) designated on any schedule attached to this endorsement will be the lesser of:

    a. the **limit** shown on the applicable schedule for any designated coverage provided to that Additional Insured; or

    b. the amount of coverage required to be

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provided to the Additional Insured under any applicable contract or agreement;

except that the **limit** of coverage provided by this endorsement shall never be greater than the limits indicated on the **declarations**.

The **limit** of coverage that applies to the Additional Insured will be a shared **limit** of coverage (shared with all other **insureds** under the Applicable Coverage of the policy). Nothing in this provision will act to increase any **limit** of the policy.

No coverage will be provided to any Additional Insured in relation to:

a. any liability incurred by an Additional Insured, other than tort liability; or

b. liability that is incurred prior to the date that **we** provide an applicable coverage to **you**, or that is incurred after a previously-applicable coverage terminates; or

c. any independent acts, errors or omissions of any Additional Insured.

Any coverage provided to the Additional Insured designated on the schedule in this endorsement will be primary and non-contributory in relation to other insurance provided to them on a primary basis by another policy.

Nothing in this endorsement will act to increase any **limits** of coverage, or to in any way modify any **terms** of the policy other than the **terms** specified herein.

LIMITATION

The coverage provided by this endorsement does not apply to liability arising solely out of the activity of any additional insured, or arising out of any operations other than **your** operations.

OTHER PROVISIONS

All other provisions of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverages of this endorsement, unless otherwise modified herein.

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This Schedule is an attachment to the Commercial Liability Coverage Provision Modification – Designated Additional Insured(s) endorsement (BGL-150). This schedule contains identifying and specifying information only, and does not grant, change or modify any coverage of the policy unless attached to the Commercial Liability Coverage Provision Modification – Designated Additional Insured(s) endorsement (BGL-150). This endorsement is attached to and made part of the Commercial Liability Coverage Provision Modification – Designated Additional Insured(s) endorsement (BGL-150).

COMMERCIAL LIABILITY COVERAGE PROVISION MODIFICATION

DESIGNATED ADDITIONAL INSURED(S)

SCHEDULE

(The information required below may be shown on a separate schedule and/or supplemental **declarations**.)

Named Insured:	**Policy Number:**
Additional Insured:	
Applicable Coverage(s) and Limit(s):	
Coverage L (Bodily Injury & Property Damage)	*[insert occurrence limit]*
[coverage name]	*[limit for coverage]*
[coverage name]	*[limit for coverage]*
Coverage Begins: *[date]*	**Coverage Ends:** *[date]*

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DEPARTMENT APPROVALS

EVENT NAME Worship in the Park-Blessing of the Animals

LICENSE NUMBER #19-00011559

COMMISSION HEARING DATE: June 24, 2019

NOTE TO STAFF: Please submit approval by **May 21, 2019**

DATE OF EVENT: August 18, 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		$0	
FIRE **101-000.000-634.0004** 248.530.1900	JMC			$0	
POLICE **101-000.000.634.0003** 248.530.1870	SG	On duty personnel to provide extra patrol.		$0	$0
PUBLIC SERVICES **101-000.000-634.0002** 248.530.1642	Carrie Laird	No DPS Department Involvement		$0	

ENGINEERING **101-000.000.634.0002** 248.530.1839	A.F.	Maintain 5' clear pedestrian pathways on sidewalks. No damage to pavements allowed for supports, tents, shelters, barricades, etc..	None	$0	$0
SP+ PARKING					
INSURANCE 248.530.1807	CA	Approved	None	$0	$0
CLERK **101-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than 6/8/19. Notification addresses on file in the Clerk's Office. Evidence of required insurance on file with the Clerk's Office.	Applications for vendors license must be submitted no later than N/A.	$165 pd	
				TOTAL DEPOSIT REQUIRED $0.00	**ACTUAL COST**

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

City of Birmingham
A Walkable Community

MEMORANDUM

(Department Name)

DATE: **June 14, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **J. Cherilynn Mynsberge, City Clerk**

SUBJECT: **City Clerk's Office Clerical Area-Purchase of Office Furniture**

INTRODUCTION:
The layout of the clerical area of the City Clerk's office is in need of reconfiguration to make a more efficient use of the limited space and to protect sensitive information in voter records. The current desks cannot be adequately reconfigured due to their size. Three workstations will be replaced, and two lateral files and one open shelving unit will be added.

BACKGROUND:
Processing of voter records is a daily task for the elections coordinators. Voter records contain sensitive information such as driver license numbers. One of the current workstations is 3' from the service counter, and the information on the computer screen at that workstation is clearly visible to customers at the counter. In addition, the orientation of the workstation does not allow the user a line of sight to the service counter.

The office space has no flat work surface area on which to orderly process absent voter ballot applications and the ballots themselves. Flat work surface area is also needed to layout and collate the staff reports which make up the City Commission meeting packets.

An Invitation to Bid (ITB) was issued through the Michigan Inter-Governmental Trade Network (MITN) in accordance with the City's standard purchasing procedures. Three sealed bids were received and were opened on Wednesday, June 12, 2019. The apparent low bid, which was offered as Option 2 by Partnr Haus, was disqualified because the dimensions of key components did not meet specifications.

The difference between the lowest qualified bid, Partnr Haus Option 1, and the next lowest qualified bid, Kentwood Office Furniture, was $113.94. Staff visited Partnr Haus to examine the Kimball Narrative product, which is on display at the vendor's office on Cole Street in Birmingham. Staff also visited the Birmingham Police Department's clerical area to examine the HON product, which was supplied and installed at the end of 2018 by Kentwood Office Furniture. The Kimball Narrative product was judged to be equivalent to the HON product. References were checked for both vendors.

LEGAL REVIEW:
The City Attorney has reviewed the contract and indicated his approval by signature.

FISCAL IMPACT:
Funds were budgeted for this project in the 2018-2019 Budget, under the Clerk Capital Outlay account, 101-215.000-972.00.

SUMMARY

A reconfiguration of the clerical area of the City Clerk's office is needed to improve efficiency and to protect sensitive information. An ITB was issued, and three bids were received. The lowest qualified bidder is Partnr Haus.

ATTACHMENTS:

- Bid Comparison
- Agreement
- Bid Response
- Invitation to Bid

SUGGESTED RESOLUTION:

To approve the purchase of (3) workstations, (2) lateral files and (1) open shelving unit in the amount of $8,705.71 from Partnr Haus; further to authorize this budgeted expenditure from account number 101-215.000-972.00; and further to authorize and direct the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

CITY CLERK OFFICE FURNITURE 2019 BID COMPARISON

Company	DBI Choice	Kentwood Office Furniture	Partnr Haus - Option 1	Partnr Haus - Option 2
	912 E. Michigan Ave. Lansing MI 48912	40500 Grand River Ave., Suite D Novi MI 48375	2139 Cole Street Birmingham MI 48009	2139 Cole Street Birmingham MI 48009
Total Bid	**$12,791.19**	**$8,819.65**	**$8,705.71**	**$6,219.30 *** **Disqualified - does not meet specs.*
Completion	4-6 weeks. 2 days for install.	5-6 weeks. 1-2 days for install.	2 months	2 months
Product Line	HON. Accelerate & Flagship.	HON. *not provided*	Kimball. Narrate.	Friant. System 2.
References		checked	checked	

ATTACHMENT A - AGREEMENT

For CITY CLERK OFFICE FURNITURE 2019

This AGREEMENT, made this _____day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and __Partnr Haus__, having its principal office at 2139 Cole St., Birmingham MI 48009 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of **(2) LATERAL FILES, (3) WORKSTATIONS, AND (1) STORAGE CABINET** and has heretofore advertised for bids for the procurement for the purchase of a **(2) LATERAL FILES, (3) WORKSTATIONS, AND (1) OPEN SHELVING UNIT**, and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide **(2) LATERAL FILES, (3) WORKSTATIONS, AND (1) OPEN SHELVING UNIT,**

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide **(2) LATERAL FILES, (3) WORKSTATIONS, AND (1) OPEN SHELVING UNIT** and the Contractor's cost proposal dated June 12, 2019 and cost clarification dated June 13, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a **(2) LATERAL FILES, (3) WORKSTATIONS, AND (1) OPEN SHELVING UNIT** per the Contractor's June 12, 2019 cost proposal and June 13, 2019 cost clarification.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Invitation to Bid.

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

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

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

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

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

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

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

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

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

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

A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

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

City of Birmingham Attn: Cherilynn Mynsberge 151 Martin Street Birmingham, MI 48009 (248) 530-1802	CONTRACTOR Partnr Haus Attn: Becky Peters 2139 Cole Street Birmingham MI 48009 (248) 756-8544

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

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

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

WITNESSES:

_____

_____

_____

CONTRACTOR

By: _____
Kelli DeLaRosa

Its: Principal

CITY OF BIRMINGHAM

By: _____
Patricia Bordman
Its: Mayor

By: _____
J. Cherilynn Mynsberge
Its: City Clerk

Approved:

_____
J. Cherilynn Mynsberge, City Clerk
(Approved as to substance)

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT

For CITY CLERK OFFICE FURNITURE 2019

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Becky Peters — 6.12.19

PREPARED BY (Print Name) — **DATE**

Principal — 6.12.19

TITLE — **DATE**

[signature] — Becky@PartnerHaus.com

AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

Partner Haus

COMPANY

2139 Cole Street Birmingham MI 48009 — 248.756.8544

ADDRESS — **PHONE**

Partner Haus — 248.756.8544

NAME OF PARENT COMPANY — **PHONE**

2139 Cole Street Birmingham MI 48009

ADDRESS

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For "CITY CLERK OFFICE FURNITURE 2019"

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

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

Becky Peters — 6.12.19
PREPARED BY (Print Name) — **DATE**

Principal — 6.12.19
TITLE — **DATE**

[signature] — becky@partnrHaus.com
AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

Partnr Haus
COMPANY

2139 Cole Street — 248.756.8544
ADDRESS Birmingham MI 48009 — **PHONE**

Partnr Haus — 248.756.8544
NAME OF PARENT COMPANY — **PHONE**

2139 Cole Street Birmingham MI 48009
ADDRESS

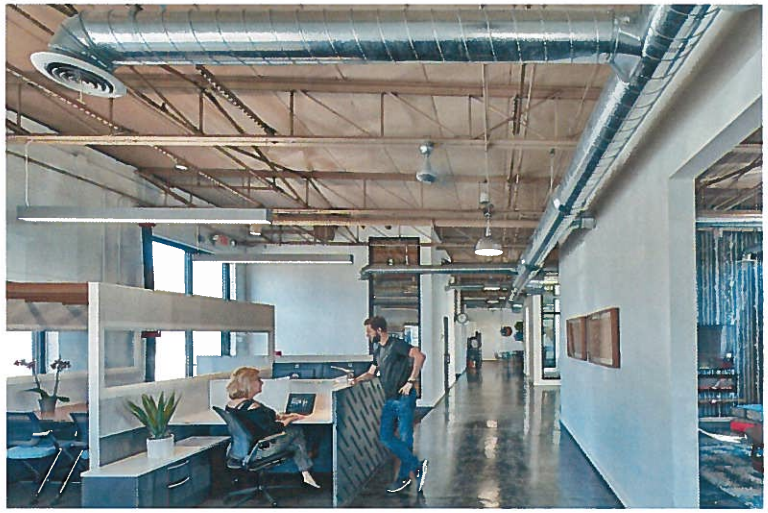
832424947
TAXPAYER I.D.#

City of Birmingham

Furniture Pricing

presented by:

PARTNR HAUS



PARTNR HAUS IS PROUD RESIDENT OF THE CITY OF BIRMINGHAM

PARTNR HAUS is pleased to present two product options in response to the City of Birmingham City Offices RFP. The option provided will allow decisions to be made based on budgets and options needed. Our more robust product line is Kimball Narrate while the Friant Systems 2 is a limited product line and finishes.

We welcome you to visit our showroom at 2139 Cole Street, Birmingham. The Kimball Narrate product is on display for your review.

Please contact Kelli DeLaRosa or Becky Peters with any
Questions regarding our response.

Thank you for your consideration.

Kelli & Becky

TABLE OF CONTENTS

OUR SERVICES
FLOOR PLAN
PRODUCT PAGES

PARTNR HAUS

Our Services

Furniture Selection and Specification
We offer space planning, CAD, sketch-up and rendering services to help you visualize a solution and field verification to make sure it will work for you.

- Furniture standards documentation
- Our team will work with you on an optimal design based upon your needs

Project Management
A dedicated team will manage your project, tailoring our talent, experience, and services to execute your solution.

- Detailed project schedule, budget, and verified lead times
- Ongoing support and problem solving throughout your project.
- Onsite manager at installation

Installation
We pay close attention to every step from receiving to delivery, installation, and assembly. From day one, you can expect every piece of furniture to be clean, beautiful and ready to use.

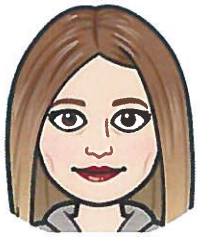
- Our integrated team shares experiences to shape your plan.
- Our installation team has been servicing Michigan customers for the past sixteen years. Our installation team is involved in each project to insure our client's installs are handled professionally and on-time.

Inventory Management
We can provide convenient warehouse storage and liquidation of your previous furniture as needed.

Service Capabilities
Our services don't end with delivery. We can assist you with reconfigurations for moves/adds/changes and maintenance or repairs including refurbishment and enhancement.

Meet your Team

WITH RECOGNIZED INDUSTRY LEADERS ON OUR TEAM, YOUR PROJECT WILL BE IN GOOD HANDS



KELLI DELAROSA

PRINCIPAL
586 651 7795 kelli@partnrhaus.com

Your primary contact, over 23 years in the furniture industry. Kelli is the quarterback of the team, focusing on meeting deadlines, communication & exceeding expectations.

HEATHER CARNEY

SENIOR WORKPLACE DESIGNER
248 828 5050 heather@partnrhaus.com

Your design contact, over 21 years in the furniture industry. Heather specializes in designing & managing projects for large accounts & healthcare. Heather leads our design process & has a limited number of clients allowing her to be uber responsive.

BECKY PETERS

PRINCIPAL
248 756 8544 becky@partnrhaus.com

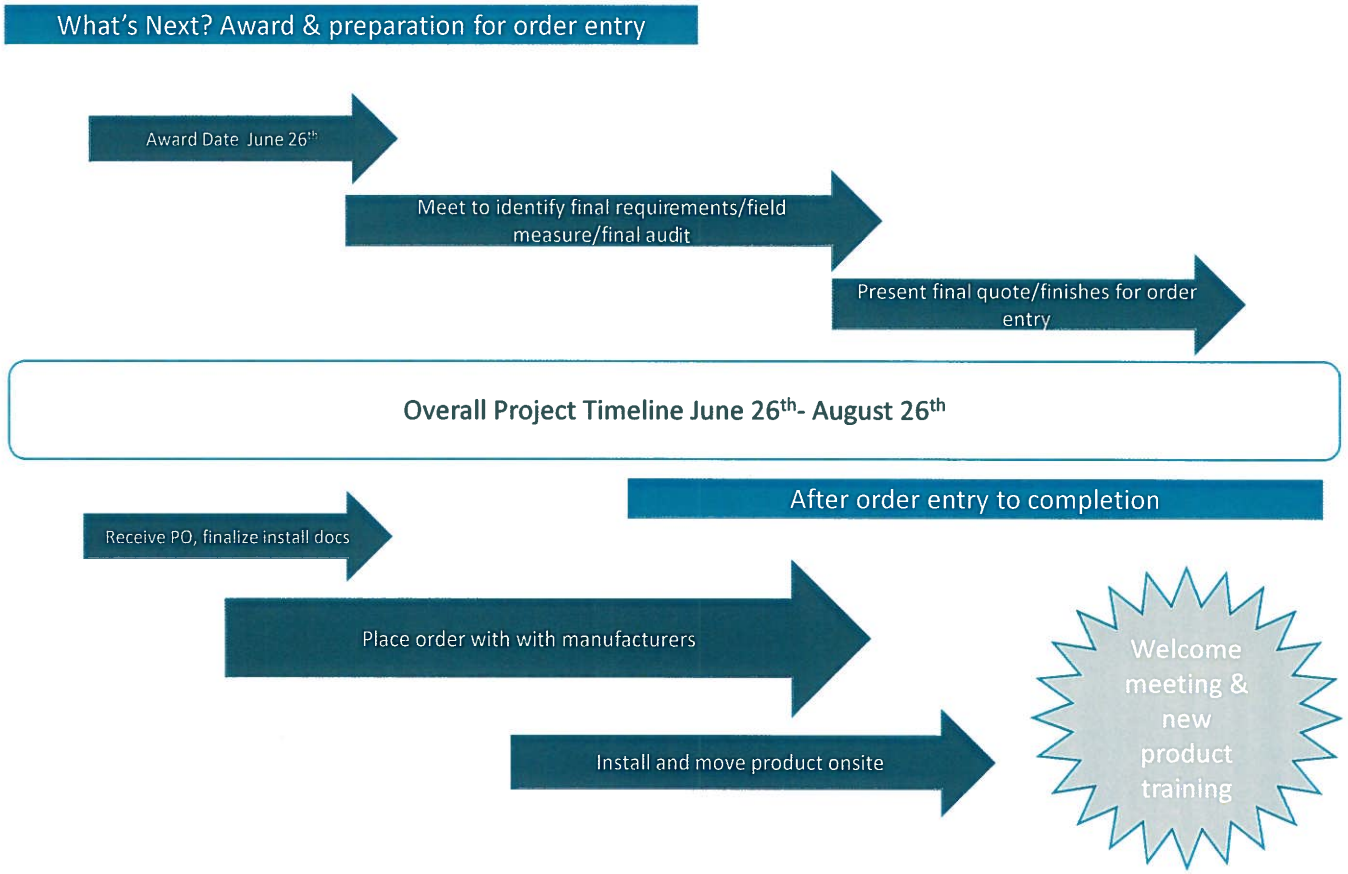
Becky will work with our team as a backup. She will understand your project, be part our internal meetings & fill in when needed. She will be our second set of eyes & ears to guarantee perfection on your project

FRANK DYER

FRIANT TERRITORY MANAGER
518 522 0105 frank.dyer@friant.com

Frank is our liaison with the Friant factory. He works as part of the team communicating necessary information between the manufacturer and PARTNR HAUS. His goal is to exceed his clients' expectations on the product side of the project.

Birmingham Project Timeline



PARTNR HAUS

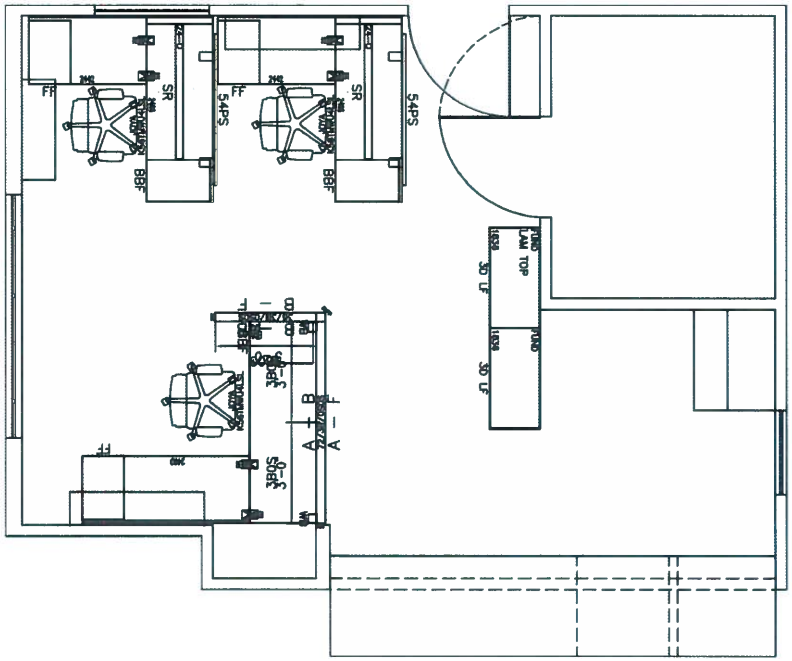
References

Z Modular – Sara Thompson 734-738-5684 sara.thompson@zekelman.com
Scope of Project: Reconfiguration of existing stations, add new stations, private offices, conference rooms & seating

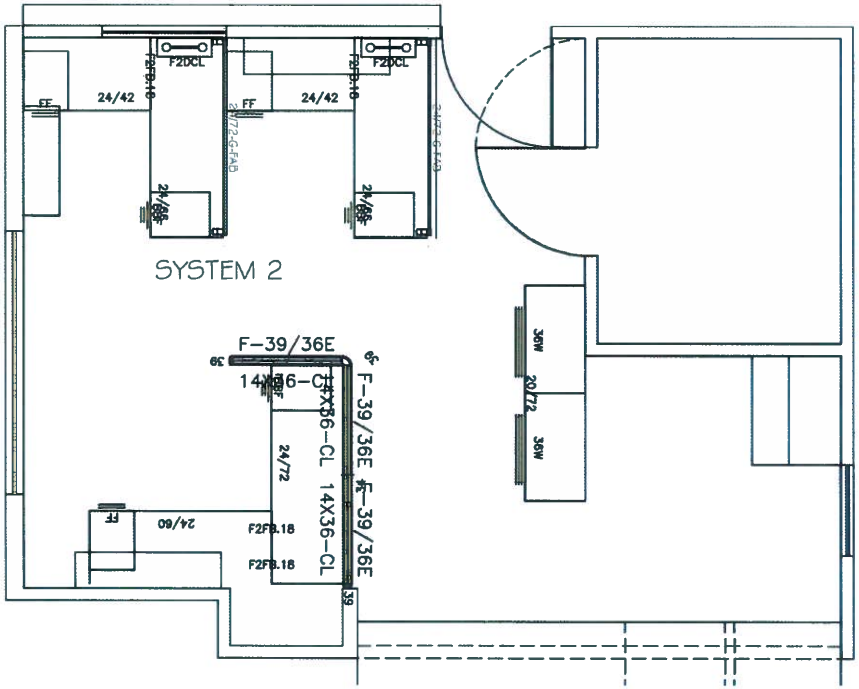
Energy Sciences – Jennifer Schafer 586-524-6748 jennifer@esciences.us
Scope of Project: Integrated existing product into new facility, finish selection, add new stations, collaborative areas, conference room, reception station & seating

Guy Hurley Insurance – Jeff Payne 248-519-1400 jpayne@ghbh.com
Scope of Project: Interiors planning & finishes, outfit new building with new furnishings including workstations, private offices, collaborative spaces, conference rooms, shared tenant spaces and branding integration

FLOOR PLAN



Option 1



Option 2

PRODUCT PAGES

Option 1 - Kimball Narrate

Flexible product that will grow with you. Grade A product line. Premium fit & finish

Kimball

CITY OF BIRMINGHAM

CITY CLERK OFFICE FURNITURE 2019

Narrate.

ITEM	QTY	PRODUCT NUMBER	DESCRIPTION	ARE	UNIT PRICE	TOTAL
1	3	HON	TACKABLE PANEL W/O TC			
		HET4236FP	42.5" H X 36"W	LD	221.11	663.35
2	3	HON	GLASS STACKER - CLEAR GLASS			
		HES1536G	15" H X 36"W	LD	113.07	339.22
3	3	HON	PANEL TOP CAP - 36"			
		HETC36		LD	65.00	195.00
4	1	HON	STRAIGHT CONNECTOR KIT			
		HSCKTPS		LD	/	
5	1	HON	L CONNECTOR			
		HEC57PL		LD	67.13	67.13
6	2	HON	PANEL FINISHED END COVER			
		HEFEC57P		LD	24.77	49.54
7	1	HON	SYSTEMS RECTANGULAR WORK SURFACE EDGE BAN			
		HWR2460PN	24" D X 60" W WITH GROMMET	LD	141.75	141.75
8	1	HON	SYSTEMS RECTANGULAR WORK SURFACE EDGE BAN			
		HWR2472PN	24" D X 72" WITH GROMMET	LD	170.10	170.10
9	1	HON	24" D CANTILEVER - ONE PAIR			
		HCTL242		LD	1.30	3.90
10	1	HON	ABOUND 29" H X 24" D RIGHT END PANEL			
		HRVEP2429R		LD	/	
11	1	HON	WORK SURFACE BRACKET KIT			
		HWSB2		LD	/	
12	1	HON	FLAT BRACKET - 24" D COLOR CHARCOAL			
		HHN831124		LD	4.89	9.78
13	1	HON	FILE CABINET - BOX / BOX / FILE			
		HVFB23R	28" H X 22 7/8" DEEP X 15" WIDE WITH LOCK	LD	244.85	244.85
14	1	HON	FILE CABINET - FILE / FILE			
		HVFF23R	28" H X 22 7/8" DEEP X 15" WIDE WITH LOCK	LD	205.62	205.62
15	2	HON	SYSTEMS RECTANGULAR WORK SURFACE EDGE BAN			
		HWR2466P	24" D X 66" WITH GROMMET	SD	167.82	335.64
16	2	HON	SYSTEMS RECTANGULAR WORK SURFACE EDGE BAN			
		HWR2442PN	24" D X 42" WITH GROMMET	SD	90.92	181.84
17	2	HON	FLAT BRACKET - 24" D COLOR CHARCOAL			
		HHN831124		SD	4.89	29.34
18	4	HON	24" D X 28" H X O-LEG SUPPORT FOR WORK SURFACE (SINGLE LEG)			
		HLSL2428O		SD	132.62	265.24
19	2	HON	48" W EXTERNAL STIFFENER			
		HLSLZ5SC60		SD	16.62	33.24
20	2	HON	FILE CABINET - BOX / BOX / FILE			
		HVFB23R	28" H X 22 7/8" DEEP X 15" WIDE WITH LOCK	SD	244.85	489.70
21	2	HON	FILE CABINET - FILE / FILE			
		HVFF23R	28" H X 22 7/8" DEEP X 15" WIDE WITH LOCK	SD	205.62	411.24
22	2	HON	54" W X 28" H ABOVE / BELOW PRIVACY SCREEN			
		HLSL2854		SD	318.37	636.74
23	2	HON				
				STO		

CITY OF BIRMINGHAM

CITY CLERK OFFICE FURNITURE 2019

		H9183R	FLAGSHIP 36" W 3 DRAWER "R" PULL LATERAL FILE		536.69	1073.38
			36" W X 39 1/8" H X 18" D			
			STANDARD RANDOM KEY LOCK			
24	1	HON		STO	291.72	291.72
		H919472	72" W X 18" D SQUARE EDGE LAMINATE TOP FOR LATERAL FILE			
			CANYON ZEPHYR OR EQUILAVENT GRADE LAMINATE - TO BE DETERMINED AFTER BID AWARD			
25	1	HON		STO	152.69	152.69
		H919436	36" W X 18" D SQUARE EDGE LAMINATE TOP FOR LATERAL FILE			
		LAM	CANYON ZEPHYR OR EQUILAVENT GRADE LAMINATE - TO BE DETERMINED AFTER BID AWARD			
26	1	MISCELLANEOUS / TBD	OPEN SHELVING - 39 1/8" H X 60" W X 18" D	STO	250.00	250.00
			NOTE: DIMENSIONS ARE ESTIMATED AND SHOULD BE VERIFIED BY VENDOR DURING			
			MANDATORY SITE VISIT			
27	1	INSTALLATION / DELIVERY	TOTAL AMOUNT TO RECEIVE, DELIVER AND INSTALL ALL FURNITURE	LAB	1,000.00	1,000.00
			OVERTIME LABOR SATURDAY RATE			
28	1	HAUL AWAY / DISPOSAL	TOTAL AMOUNT TO DISASSEMBLE / REMOVE / HAUL AWAY EXISTING FURNITURE	LAB	1,500.00	1,500.00

LD LARGE DESK
SD SMALL DESK
STO STORAGE
LAB LABOR

GRAND TOTAL 8,624.4

$8,624.61

KIMBALL

PAINT	LOFT OR EQUILAVENT GRADE PAINT FINISH - TO BE DETERMINED AFTER BID AWARD
LAM	CANYON ZEPHYR OR EQUILAVENT GRADE LAMINATE - TO BE DETERMINED AFTER BID AWARD
FAB	HON CHAI - SUBJECT TO CHANGE - VENDOR REQUIRED TO BRING SAMPLES TO SITE VISIT

City of Birmingham
A Walkable Community

Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Additional cost for open shelving laminate top

3 messages

Cherilynn Mynsberge <cmynsberge@bhamgov.org> Thu, Jun 13, 2019 at 12:48 PM
To: becky@partnrhaus.com

Becky:

Would you also please send me the additional cost to change line 25 from 36"W x 18" D square edge laminate top to 60"W x 18" D.

Thank you.
J. Cherilynn Mynsberge
City Clerk
City of Birmingham
248-530-1802

Becky Peters <becky@partnrhaus.com> Thu, Jun 13, 2019 at 1:44 PM
To: Cherilynn Mynsberge <cmynsberge@bhamgov.org>
Cc: Becky Peters <becky@partnrhaus.com>

Hi Cherilynn:

Per your request the 18 x 30 surface is $152.69 and the 18 x 60 surface is $233.79

Please let us know if you require any other information.

Becky Peters

Principal

PARTNR HAUS | kimball.com

+1.248.756.8544

[Quoted text hidden]

Cherilynn Mynsberge <cmynsberge@bhamgov.org> Thu, Jun 13, 2019 at 2:39 PM
To: Becky Peters <becky@partnrhaus.com>

Thank you. One last thing, I hope. Will you send me information on the government pricing you are using?

Best,
Cherilynn
[Quoted text hidden]

Kimball

Product Warranty

Lifetime Assurance of Quality

Terms and Conditions	▸See page 1.4
Sustainability	1.7
ANSI/BIFMA	1.8
Asset Tag Locations	1.12

Our Pledge:

Kimball stands behind the craftsmanship of our products. When brought to our attention, we will address warranty issues quickly and effectively.

Recommendations:

Facilities managers and users are urged to make periodic inspections to look for signs of structural fatigue, damage or potential failure that may occur as a result of daily handling and use. Inspections should include the structural joints, corner blocks, screws or fasteners, welds, and any other points of stress. If any problems are found, the product should be taken out of service and Kimball Customer Service should be contacted promptly at 800-482-1818.

Limited Product Warranty:

Kimball warrants that its products are free from defects in materials and workmanship given normal use and care for a lifetime of single-shift service. Normal use is defined as the equivalent of a single shift, 40-hour work week and for seating up to 275 lbs. user weight.
Exception: Some products and parts have limited warranty periods.
▸See Warranty Periods at right.

The following products are warranted for 3-shift 24/7 service:
- Itsa
- Itsa HD task models (up to 400 lbs. user weight)
- Campos
- Joya three-shift pre-configured task
- Joya heavy-duty task (up to 400 lbs. user weight)
- Wish, excluding Wish Classic, (up to 400 lbs. user weight)

At its option, Kimball will repair or replace with comparable product, free of charge to the customer, any product, part or component manufactured and/or sold by Kimball in North America after November 6, 2000, which fails under normal use as a result of such defect.

In the event that use of a product exceeds normal use as defined above, the warranty period for such product will be reduced to 12 years from date of manufacture, and the warranty for the product's components that fall under different warranty limitations, as listed at right, will be reduced to one-third of the original warranty.

This warranty is made by Kimball to the original customer for as long as the original customer owns and uses the product.

This warranty is only valid if the products are given normal and proper use, and installed or used in accordance with Kimball installation and/or application guidelines, and installed by an authorized Kimball dealer or agent. Kimball assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXCLUDE AND WILL NOT PAY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

All warranties run from date of manufacture.

Warranty Periods:

Warranty periods are limited for certain products and/or component parts as follows:

10-Year Warranty
- Bingo® side chairs and stools
- Pep™ seating
- Poly™ seating
- Seating mechanisms and controls
- Veneers
- Laminate
- Pneumatic lifts (cylinder assembly)

5-Year Warranty
- High-wear parts (such as casters, glides, drawer slides, moving chair arms)
- Xsede and Priority height-adjust base mechanism and electrical control box
- Electrical/power products
- Inflatable lumbar supports
- Lighting
- Desk sets
- Monitor arms
- Keyboard kits
- Covering materials (such as foam, most textiles, 3D laminate, and decorative trim)
- Markerboards

3-Year Warranty
- Wool felt
- Custom products
- Carnegie fabrics
- Campos mesh
- Helio mesh
- Itsa mesh
- Joya mesh
- Wish mesh

1-Year Warranty
- Jolt™

Warranty Exclusions:

This warranty does not cover:
- The substitution of non-Kimball components for use in place of Kimball components
- Naturally occurring variations and differences in grain character and color between and within wood species
- Natural variations in marble and leather
- Damage caused by a freight carrier
- Normal wear and tear arising from product use
- Damage resulting from improper use or storage of the product
- C.O.M. (Customer's Own Material) or any other non-standard material specified by the customer, including attributes such as appearance, durability, quality, performance, colorfastness, etc.
- Alliance program fabrics
- Fabric, leather, and felt fading and wear, discoloration from contact with liquids or change in color or texture caused by application of finishes (flame proofing, stain resistance)
- Alterations to the product not expressly authorized by Kimball
- Products considered to be of consumable nature (such as bulbs, light ballast, and certain electronic products)

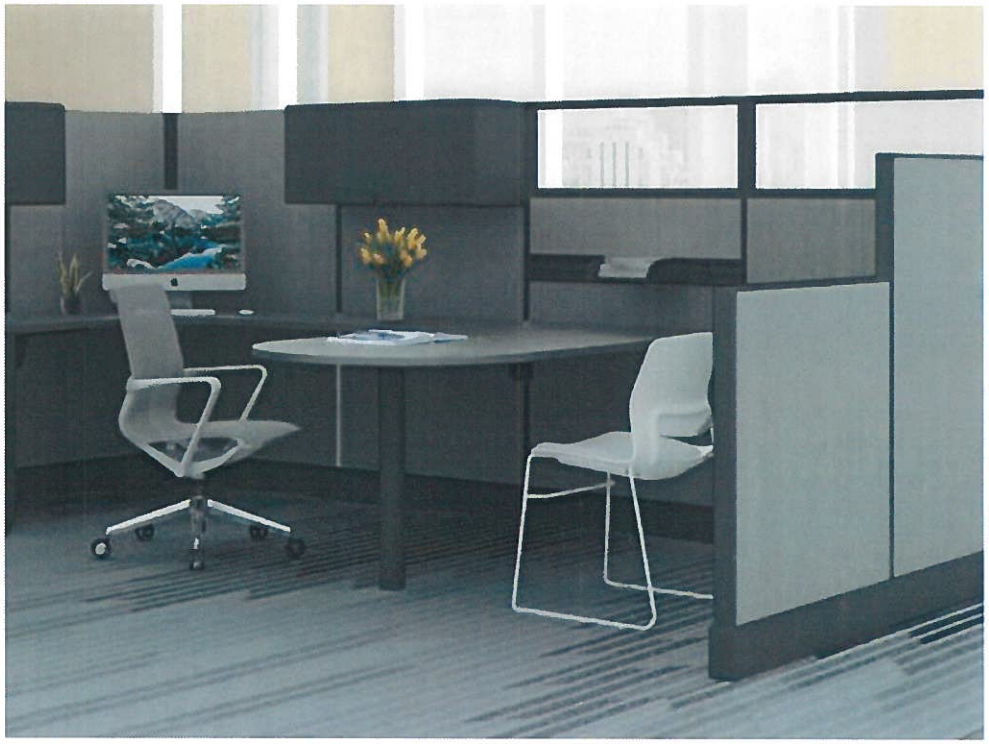
Process for Warranty Issues:

① A customer should contact his or her dealer, who will contact Customer Service at 800-482-1818. The purchase order or acknowledgement number, model number, and a detailed description of the warranty issue should be provided. **Serial numbers may be required** before the claim can be processed.

② Customer Service will determine and pre-approve all resolutions to the claim, such as replacement units, service parts, and labor charges related to repair or redelivery of damaged or defective product.

③ Upon approval, a Case Number and resolution will be assigned to an authorized dealer, and all parts and components necessary for the repair/replace will be sent to the authorized dealer, which will carry out the resolution. The dealer should include the Case Number on all invoices for reimbursement once the warranty repair/replace has been completed. Kimball shall not be responsible for any unauthorized expenses. Kimball will only accept dealer invoices submitted within 90 days of the final approval by Customer Service; invoices received after 90 days will not be approved for dealer credit or payment. All warranty information should be sent to:

Kimball
ATTN: Customer Service
1600 Royal Street
Jasper, Indiana 47549
Telephone: 800.482.1818
800.647.2010 (Gov't Sales)



Option 2 – Friant System 2

Disqualified - does not meet specs. CM

Quality product line. Basic finishes. Cost effective option. 15 day quick ship

FRIANT

Item	Alias 2	Mfg	Cat	Qty	Tag	Part Number	Part Description	Sell $	Ext Sell $
1	LD	FRI	FRI	1	39	F22W.39	2-Way 90 DEG. Connector Post Hard Surface, 39"H	$ 27.82	$ 27.82
						...	Skipped Option		
						...	Skipped Option		
2	LD	FRI	FRI	3	F-39/36E	F2FAPA.3936E	Fabric Covered Panel Electrical, 39"H x 36"W Height not to spec.	$ 142.76	$ 428.28
						...	Skipped Option		
						...	Skipped Option		
						GRP1	FAB 1: Friant Collection		
						...	Skipped Option		
						GRP1	FAB 2: Friant Collection		
						...	Skipped Option		
3	LD	FRI	FRI	2	F2FB.18	F2FB.18	Flat Bracket - Single	$ 9.89	$ 19.78
4	LD	FRI	FRI	2	39	F2FE.39	Finished End, 39"H	$ 12.87	$ 25.74
						...	Skipped Option		
						...	Skipped Option		
5	LD	FRI	FRI	3	14X36-CL	F2FG.1436	14" x 36" Frameless Glass Stacking Screens, CLEAR, Sold in pairs Height not to spec.	$ 120.23	$ 360.69
6	LD	FRI	FRI	1	34	FDR.34	Draw Rod, 34"H	$ 5.52	$ 5.52
7	LD	FRI	FRI	1	BBF	FPEDSQP.BBF-MET	Box/Box/File Pedestal	$ 150.80	$ 150.80
						...	Skipped Option		
						BAR PULL	Bar Pull		
8	LD	FRI	FRI	1	FF	FPEDSQP.FF-MET	File/File Pedestal	$ 150.80	$ 150.80
						~	No Selection		
						BAR PULL	Bar Pull		
9	LD	FRI	FRI	1	24/60	FSERWS.2460L	Square Edge Rectangular Worksurface, 60"W x 24"D	$ 104.60	$ 104.60
						...	Skipped Option		
						...	Skipped Option		
						...	Skipped Option		

Dimensions not to spec

Item	Alias 2	Mfg	Cat	Qty	Tag	Part Number	Part Description	Sell $	Ext Sell $
10	LD	FRI	FRI	1	24/72	FSERWS.2472 L	Square Edge Rectangular Worksurface, 72"W x 24"D Skipped Option Skipped Option Skipped Option	$ 120.23	$ 120.23
sub							**Subtotal**		**$ 1,394.26**
11	SD	FRI	FRI	2	F2DCL	F2DCL	Dual Column Leg	$ 37.24	$ 74.48
12	SD	FRI	FRI	2	F2FB.18	F2FB.18	Flat Bracket - Single	$ 9.89	$ 19.78
13	SD	FRI	FRI	2	BBF	FPEDSQP.BBF -MET ... BAR PULL	Box/Box/File Pedestal Skipped Option Bar Pull	$ 150.80	$ 301.60
14	SD	FRI	FRI	2	FF	FPEDSQP.FF-MET ~ BAR PULL	File/File Pedestal No Selection Bar Pull	$ 150.80	$ 301.60
15	SD	FRI	FRI	2	24/72-G-FAB	FPSGAP.2472 ~ ~	64"W Worksurface-Mounted Privacy Screen - with gap, FABRIC No Selection No Selection	$ 157.01	$ 314.02
16	SD	FRI	FRI	2	24/42	FSERWS.2442 L	Square Edge Rectangular Worksurface, 42"W x 24"D Skipped Option Skipped Option Skipped Option	$ 82.30	$ 164.60
17	SD	FRI	FRI	2	24/66	FSERWS.2466 L	Square Edge Rectangular Worksurface, 66"W x 24"D Skipped Option Skipped Option Skipped Option	$ 117.24	$ 234.48
sub							**Subtotal**		**$ 1,410.56**

Dimensions not to spec

Item	Alias 2	Mfg	Cat	Qty	Tag	Part Number	Part Description	Sell $	Ext Sell $
18	STO	FRI	FRI	2	36W	FLFSQP-3-36-MET ... BAR PULL	Free-Standing 3 drawer lateral files 36" wide Skipped Option Bar Pull	$ 395.63	$ 791.26
19	STO	FRI	FRI	1	20/72	FLFSQTOP.2072	20"x 72" Lateral File Laminate Top Skipped Option Skipped Option	$ 123.22	$ 123.22
		MI	MI	1		INSTALL	MOVE + INSTALL SATURDAY	2,500	2,500
							Grand Total		$6,219.30

60" open shelving not bid.

FRÍANT DESIGN SENSE MEETS BUSINESS SENSE

PRODUCT WARRANTIES

Systems (System 2 / Tiles)

LIMITED LIFETIME

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the initial purchaser owns the product. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Friant & Associates within the applicable warranty period, Friant & Associates, at its option, will either repair or replace the defective product with a comparable component or product. This warranty applies to all products except as noted in the exceptions, next page.

Warranty Exceptions:

- Natural variations in wood grain, figure or the presence of character marks
- Matching of colors, grains, textures
- Changes in surface finishes due to aging or exposure to light
- Damage, marking or staining of surfaces due to contact with rubber or similar compounds
- Damage from sharp objects or imprinting from writing instruments, computer equipment or prolonged exposure to fluids or sun
- Checking or delaminating due to changes in temperature or improper care or storage
- Damage caused by misuse or improper care

Friant & Associates does not guarantee the matching of colors, grain or texture, except to within commercially acceptable standards.

A product will not be considered defective, and Friant & Associates will not be obligated to replace it, if it is not installed in a proper manner (i.e., product not leveled, not secured properly, etc...).

Except as noted above, Friant & Associates makes no express or implied warranties as to any product, and in particular makes no warranty of fitness for any particular use. At Friant & Associates' option, product repair and/or replacement are the customer's exclusive remedy for any and all product defects.

Friant & Associates shall not be liable for consequential, economic or incidental damages arising from any product defect.

Thank you for taking time to learn more about our product and service solutions.

We hope you've noticed how our approach aligns with your company in a number of ways—including our emphasis on integrity. It's a part of all of our products, built into everything we do, and among the greatest advantages that we can put to work for you.

PARTNR HAUS

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **June 13, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**

SUBJECT: **2019 Spring Light Post Painting Project**

INTRODUCTION:
The City is responsible for the costs to keep the DTE owned light poles painted to City standards in the downtown. Since DTE Community Lighting is the owner, a DTE approved contractor must do any work performed to the light poles, including painting. The Department of Public Services contacted Seaway Painting, LLC for a proposal to paint selected light poles in the City of Birmingham.

BACKGROUND:
Seaway Painting, LLC has performed this work for us over the past several years. Since they are the current painting contractor for DTE and provided a proposal for this project consisting of tall (27) poles, short (114) poles, strain (8) poles, and traffic signal mast arms (6) for a total of 155 poles, no other bids were solicited. The work area for the Spring 2019 Painting Project is Merrill Street, from Pierce to Chester, Townsend Street from Pierce to Bates, Pierce Street from Maple to Brown, Bates Street from Willits to Townsend, Chester Street from Maple to Brown, and Brown from Pierce to Southfield. The total purchase price to accomplish this project is $39,525.00.

The proposal reflects the following pricing:
Short poles (114): $250 each
Tall poles (27): $225 each
Strain poles (8): $350 each
Mast Arm 30 ft (5): $350 each
Mast Arm 40 ft (1): $400 each

LEGAL REVIEW:
The City Attorney has completed a review of this contract and approved with signature.

FISCAL IMPACT:
Funds are available in the 2018-2019 budget in the Street Lighting Maintenance Account #202-449.003-937.0500 in the amount of $40,000 to accomplish this project.

In 2018, a comparable project was the painting of DTE Light Poles on North Old Woodward, between Oak and Oakland, on Park Street between Maple and Oakland, on Ferndale between Hamilton and Oakland, and on Brown Street between Pierce and Old Woodward. The 2018 project consisted of both tall (56) poles and short (53) poles, a total of 109 poles for a total of

$26,250. Average price per pole for the 2018 project was $240 each. Note that this project did not include strain poles and traffic signal (mast arms) poles.

In Fall 2017, Seaway provided the service of painting 72 poles on West Maple Rd for a total purchase price of $18,280. The poles on West Maple were all tall poles, with an average cost of $253 per pole.

The 2019 project by comparison includes 14 strain poles and traffic signal poles at a higher cost per item due to the size. If we average the cost per pole including tall and short poles only, the pricing comparison is $245 per pole. If we average the cost per pole including the traffic signal poles and strain poles, the cost per pole is $255.

SUMMARY:
The Department of Public Services is very satisfied with the work performed by Seaway Painting, as a sole source vendor. We have competitively bid light pole painting in the past with Seaway providing the lowest prices for this work.

Therefore, the Department of Public Services recommends awarding the 2019 Spring Light Post Painting project to Seaway Painting LLC for $39,525.00. The DTE approved vendor has provided competitive pricing again this season. Funds are available under the Street Lighting Maintenance Account #202-449.003-937.0500 to accomplish this project.

ATTACHMENTS:
Attachment A - Agreement and Insurance
Seaway Painting Cost Proposal dated May 21, 2019 including light post locations
Attachment E - Iran Sanctions Act Vendor Certification Form

SUGGESTED RESOLUTION:
To approve the purchase for the 2019 Spring Light Pole Painting Project with Seaway Painting, LLC of 155 light poles and traffic signal poles in Downtown Birmingham in an amount not to exceed $39,525.00. Funds are available in the Street Lighting Maintenance Account #202-449.003-937.0500 for this purchase. Further, to waive the normal bidding requirements, as a sole source vendor Seaway Painting, LLC is a DTE selected contractor. Further, to authorize the Mayor and City Clerk to sign on behalf of the City upon the receipt of the required insurance.

ATTACHMENT A - AGREEMENT

For Spring 2019 Light Post Painting Project

This AGREEMENT, made this _____day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _Seaway Painting, LLC, having its principal office at__31801 Schoolcraft Rd, Livonia, MI 48150__(hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Department of Public Services, is desirous of having 27 tall poles, 114 short poles, 8 strain poles and, 6 traffic signal mast arms prepped and painted in the City of Birmingham.

WHEREAS, the City has heretofore requested a quote form a qualified, DTE selected contractor to perform the painting of a total of 155 poles consisting of light poles, strain poles and traffic signal mast arm poles located in Birmingham's downtown,

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for the cost proposal to perform the prepping and painting of 27 tall poles, 114 short poles, 8 strain poles, and 6 traffic signal mast arms on various streets in Birmingham's downtown,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform the painting of a total of 155 light posts and traffic signal posts and the Contractor's cost proposal dated ___May 21,__ 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _$__39,525.00____as set forth in the Contractor's _May 21_, 2019 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

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

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

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

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

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

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to

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

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

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

    A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

    C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

    D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

    E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
   1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
   2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
   3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
   5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend,

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

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

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

    City of Birmingham
    Attn: Lauren Wood, Director of Public Services
    851 South Eton
    Birmingham, MI 48009

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

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

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

WITNESSES:

CONTRACTOR

By: _____

Its: Managing Member

CITY OF BIRMINGHAM

_____

By: _____
Patricia Bordman
Its: Mayor

_____

By: _____
J. Cherilynn Mynsberge
Its: City Clerk

Approved:

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

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

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

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

Client#: 1058 SEAPAI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ZERVOS GROUP, INC.
24724 Farmbrook (248) 355-4411
P.O. Box 2067
Southfield, MI 48037-2067

CONTACT NAME: Steve Zervos
PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175
E-MAIL ADDRESS: marsha@zervosgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic General Insurance Corp	24139
INSURER B : Navigators Specialty Insurance Company	36056
INSURER C : Selective Insurance Company of America	25496
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SEAWAY PAINTING LLC
31801 Schoolcraft
Livonia, MI 48150

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	A5CG11271802	08/14/2018	08/14/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Contractual						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						Ded	$2,500
A	AUTOMOBILE LIABILITY			A5CA11271802	08/14/2018	08/14/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / OCCUR			CH18EXC850429IC	08/14/2018	08/14/2019	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB / X CLAIMS-MADE						AGGREGATE	$9,000,000
	DED / X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A5CW11271802	08/14/2018	08/14/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Pollution			NY17ECP304965IC	08/14/2017	08/14/2019	$2,000,000	
C	Leased/Rented			S2178386	08/14/2018	08/14/2019	$100,000	

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

Project: Light Pole Painting

The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and /or authorities and board members, including employee and volunteers as additional insureds under the commercial general liability portion of the excess liability policy and automobile liability policy for services performed by Seaway Painting L.L.C. as their interest may appear, if required

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Birmingham
Attn: Finance Director
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steve M. Zervos

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DESCRIPTIONS (Continued from Page 1)

by written contract with the named insured, subject to terms and conditions of the policies. Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

SEAWAY PAINTING, L.L.C.

Industrial Painting Engineers - Protective Coating Specialists

An Equal Opportunity Employer

Certified WBENC Women's Business Enterprise

(734) 522-2440

FAX (734) 522-6022

31801 SCHOOLCRAFT RD, LIVONIA, MI 48150-1808

May 21, 2019

City of Birmingham
151 Martin St
Birmingham, MI 48012
Attn: Ms. Carrie Laird

via Email: claird@bhamgov.org

Ref: Painting of Light Poles at Various Locations in Birmingham
Seaway Proposal # 05-21-19

Ms. Laird,
Thank you in advance for the opportunity to quote your painting needs. It is understood that there are multiple posts in multiple areas that need to be cleaned and coated. The color of the poles will match Sherwin Williams Cedar Green 4032.

Scope of Work General:

- Clean the exterior of the Poles by hand or air powered tools, solvent wipe the poles.
- Application of primer to the Poles will be Carbomastic 635 for the first 6 feet of the pole and spot primed thereafter.
- Galvanized poles will be primed fully with Carboline Galoseal WB.
- Application of topcoat to the Poles (Match SW Cedar Green 4032) Carboline Carbothane 134HG
- I have broken your quote down into areas and types.

Unit Pricing:

Description	Quantity	Unit Price	Extended Price
Martin Street – Pierce to Chester			
• Short Poles	40	250.00	$10,000.00
Section Total			**$10,000.00**
Merrill Street – Bates to Chester			
• Short Poles	4	250.00	$1,000.00
Section Total			**$1,000.00**
Townsend Street – Pierce to Bates			
• Short Poles	14	250.00	$3,500.00
Section Total			**$3,500.00**
Pierce St – Maple to Brown			
• Short Poles	35	250.00	$8,750.00
• Strain Pole	1	350.00	$350.00
Section Total			**$9,100.00**

Bates St – Willits to Townsend			
• Short Poles	21	250.00	$5,250.00
• Strain Poles	2	350.00	$700.00
• Mast Arm 3	1	350.00	$350.00
Section Total			**$6,050.00**
Chester Street – Maple to Brown (Includes Mast Arms at Maple St)			
• Tall Poles	11	225.00	$2,475.00
• Strain Poles	5	350.00	$1,750.00
• Mast Arm Type 3	4	350.00	$1,400.00
• Mast Arm Type 4	1	400.00	$400.00
Section Total			**$6,025.00**
Brown – Pierce to Southfield			
• Tall Poles	16	225.00	$3,600.00
Section Total			**$3,600.00**
Total Bid			**$39,525.00**

MDOT ROW

If a permit is required the City of Birmingham will have to provide the permit.

General Requirements:

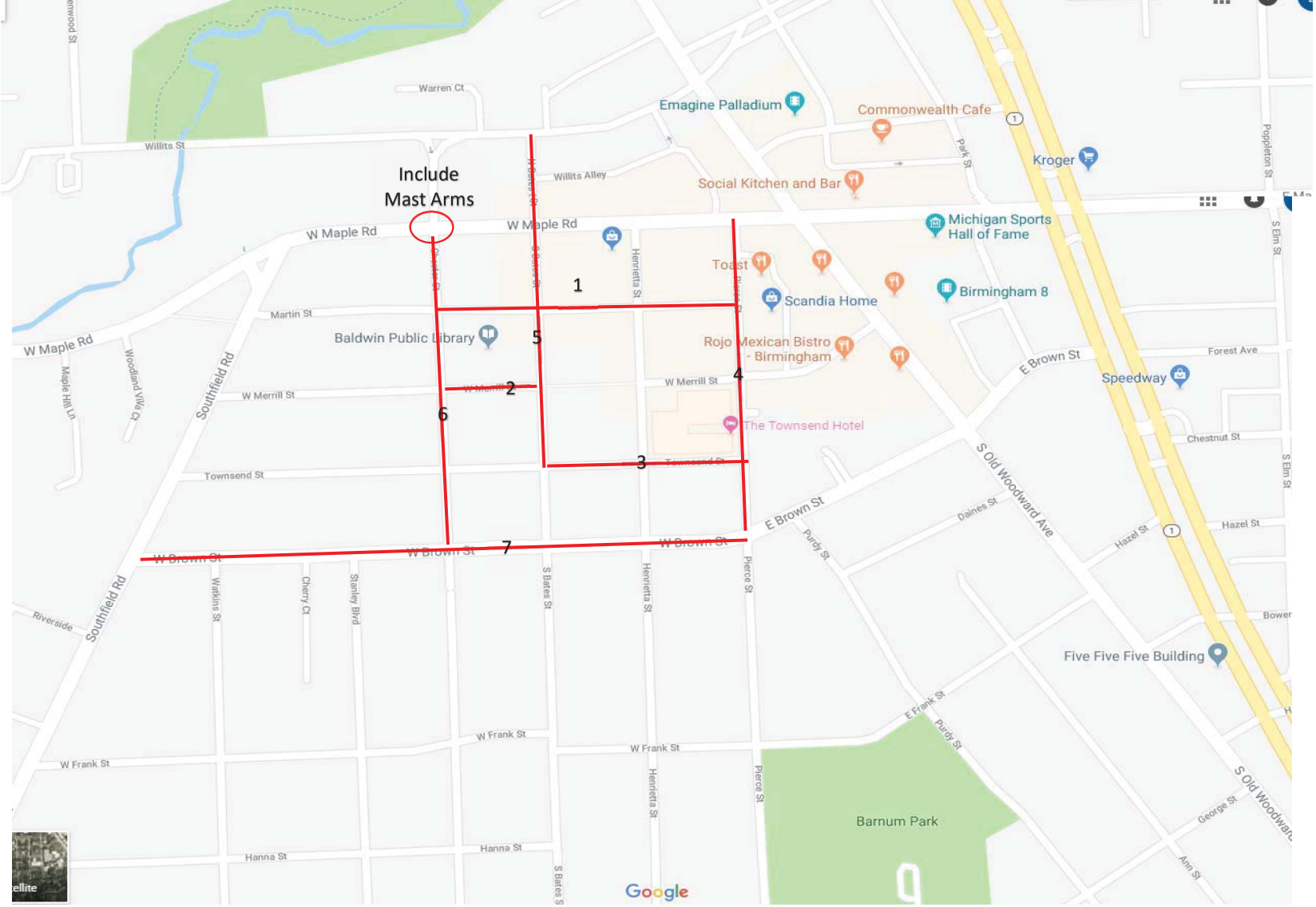
- All signs, banners, flags, etc. must be removed from the poles by others. They should not be reinstalled until the poles have achieved final cure. Depending on weather, the cure time could take 7 to 14 days.
- It is recommended that the owner rinse the poles annually after the last snowfall with clean water. This will help remove contaminants that are present on the poles as a result of salting during the winter months.
- It is the sole responsibility of the City to provide any necessary permits or traffic control devices in excess of one Arrow Board that Seaway Painting, LLC will provide. Please note that if work hours are restricted causing a reduction with productivity this price may be amended.

Hoping the above meets with your approval. If you have any questions please give me a call. Please let me know if approved and what time frame you would like to have the poles painted.

Sincerely,

Bill Loughrey

Bill Loughrey
Seaway Painting, LLC



Location	Description
1	Martin Street between Pierce and Chester
2	Merrill between Bates and Chester
3	Townsend between Pierce and Bates
4	Pierce between Maple and Brown
5	Bates between Willits and Townsend
6	Chester between Maple and Brown, including the intersection Mast arms at Maple intersection
7	Brown between Pierce and Southfield

Best Possible Pricing, I do not have a standard bid for DTE. DTE uses Lower Quality paint on the standard poles. We use Carboline 635 now and 134 HG for your poles.

My Topcoat is a 2 part Urethane and the DTE Topcoat is 1 component Epoxy.

Urethane is much more durable and will retain color and gloss much longer.

City of Birmingham
2/28/2019, Walked on 4/2/2019
Carrie Laird

Location:

						225	250	350	350	400				Pricing	$ 39,525.00
Loc	#	Street	Side	From	To	Tall Pole Cobra	Short Pole	Strain Pole	Mast Arm 3	Mast Arm 4					Comments
1	1	Martin	N	Pierce	Henrietta		1							$ 250.00	Enclosed in Restaurant Patio
2	1	Martin	N	Pierce	Henrietta		1							$ 250.00	
3	1	Martin	N	Pierce	Henrietta		1							$ 250.00	
4	1	Martin	N	Pierce	Henrietta		1							$ 250.00	
5	1	Martin	N	Pierce	Henrietta		1							$ 250.00	
6	1	Martin	N	Pierce	Henrietta		1							$ 250.00	
7	1	Martin	N	Pierce	Henrietta		1							$ 250.00	
8	1	Martin	N	Pierce	Henrietta		1							$ 250.00	
9	1	Martin	N	Henrietta	Bates		1							$ 250.00	
10	1	Martin	N	Henrietta	Bates		1							$ 250.00	
11	1	Martin	N	Henrietta	Bates		1							$ 250.00	
12	1	Martin	N	Henrietta	Bates		1							$ 250.00	
13	1	Martin	N	Henrietta	Bates		1							$ 250.00	
14	1	Martin	N	Henrietta	Bates		1							$ 250.00	
15	1	Martin	N	Henrietta	Bates		1							$ 250.00	
16	1	Martin	N	Bates	Chester		1							$ 250.00	
17	1	Martin	N	Bates	Chester		1							$ 250.00	
18	1	Martin	N	Bates	Chester		1							$ 250.00	
19	1	Martin	N	Bates	Chester		1							$ 250.00	
20	1	Martin	N	Bates	Chester		1							$ 250.00	
21	1	Martin	N	Bates	Chester		1							$ 250.00	
22	1	Martin	S	Chester	Bates		1							$ 250.00	
23	1	Martin	S	Chester	Bates		1							$ 250.00	
24	1	Martin	S	Chester	Bates		1							$ 250.00	
25	1	Martin	S	Chester	Bates		1							$ 250.00	
26	1	Martin	S	Chester	Bates		1							$ 250.00	
27	1	Martin	S	Chester	Bates		1							$ 250.00	
28	1	Martin	S	Chester	Bates		1							$ 250.00	
29	1	Martin	S	Bates	Henrietta		1							$ 250.00	
30	1	Martin	S	Bates	Henrietta		1							$ 250.00	
31	1	Martin	S	Bates	Henrietta		1							$ 250.00	
32	1	Martin	S	Bates	Henrietta		1							$ 250.00	
33	1	Martin	S	Henrietta	Pierce		1							$ 250.00	
34	1	Martin	S	Henrietta	Pierce		1							$ 250.00	
35	1	Martin	S	Henrietta	Pierce		1							$ 250.00	
36	1	Martin	S	Henrietta	Pierce		1							$ 250.00	
37	1	Martin	S	Henrietta	Pierce		1							$ 250.00	
38	1	Martin	S	Henrietta	Pierce		1							$ 250.00	
39	1	Martin	S	Henrietta	Pierce		1							$ 250.00	
40	1	Martin	S	Henrietta	Pierce		1							$ 250.00	
41	2	Merrill	N	Chester	Bates		1							$ 250.00	
42	2	Merrill	N	Chester	Bates		1							$ 250.00	
43	2	Merrill	N	Chester	Bates		1							$ 250.00	
44	2	Merrill	N	Chester	Bates		1							$ 250.00	
45	3	Townsend	N	Pierce	Henrietta		1							$ 250.00	
46	3	Townsend	N	Pierce	Henrietta		1							$ 250.00	
47	3	Townsend	N	Pierce	Henrietta		1							$ 250.00	
48	3	Townsend	N	Pierce	Henrietta		1							$ 250.00	
49	3	Townsend	N	Pierce	Henrietta		1							$ 250.00	
50	3	Townsend	N	Pierce	Henrietta		1							$ 250.00	
51	3	Townsend	N	Pierce	Henrietta		1							$ 250.00	
52	3	Townsend	N	Henrietta	Bates		1							$ 250.00	

Loc	#	Street	Side	From	To	Tall Pole Cobra	Short Pole	Strain Pole	Mast Arm 3	Mast Arm 4					Comments
53	3	Townsend	N	Henrietta	Bates		1							$ 250.00	
54	3	Townsend	N	Henrietta	Bates		1							$ 250.00	
55	3	Townsend	S	Pierce	Henrietta		1							$ 250.00	
56	3	Townsend	S	Pierce	Henrietta		1							$ 250.00	
57	3	Townsend	S	Pierce	Henrietta		1							$ 250.00	
58	3	Townsend	S	Pierce	Henrietta		1							$ 250.00	
59	4	Pierce	E	Brown	Merrill			1						$ 350.00	
60	4	Pierce	E	Brown	Merrill		1							$ 250.00	
61	4	Pierce	E	Brown	Merrill		1							$ 250.00	
62	4	Pierce	E	Brown	Merrill		1							$ 250.00	
63	4	Pierce	E	Brown	Merrill		1							$ 250.00	
64	4	Pierce	E	Brown	Merrill		1							$ 250.00	
65	4	Pierce	E	Brown	Merrill		1							$ 250.00	
66	4	Pierce	E	Brown	Merrill		1							$ 250.00	
67	4	Pierce	E	Merrill	Maple		1							$ 250.00	
68	4	Pierce	E	Merrill	Maple		1							$ 250.00	Awning Very Close to Light
69	4	Pierce	E	Merrill	Maple		1							$ 250.00	
70	4	Pierce	E	Merrill	Maple		1							$ 250.00	
71	4	Pierce	E	Merrill	Maple		1							$ 250.00	
72	4	Pierce	E	Merrill	Maple		1							$ 250.00	
73	4	Pierce	E	Merrill	Maple		1							$ 250.00	
74	4	Pierce	E	Merrill	Maple		1							$ 250.00	
75	4	Pierce	E	Merrill	Maple		1							$ 250.00	
76	4	Pierce	E	Merrill	Maple		1							$ 250.00	
77	4	Pierce	W	Maple	Martin		1							$ 250.00	
78	4	Pierce	W	Maple	Martin		1							$ 250.00	
79	4	Pierce	W	Maple	Martin		1							$ 250.00	
80	4	Pierce	W	Maple	Martin		1							$ 250.00	
81	4	Pierce	W	Maple	Martin		1							$ 250.00	
82	4	Pierce	W	Martin	Merrill		1							$ 250.00	
83	4	Pierce	W	Martin	Merrill		1							$ 250.00	
84	4	Pierce	W	Martin	Merrill		1							$ 250.00	
85	4	Pierce	W	Martin	Merrill		1							$ 250.00	
86	4	Pierce	W	Merrill	Townsend		1							$ 250.00	Needs Luminaire and Door
87	4	Pierce	W	Merrill	Townsend		1							$ 250.00	
88	4	Pierce	W	Merrill	Townsend		1							$ 250.00	
89	4	Pierce	W	Merrill	Townsend		1							$ 250.00	
90	4	Pierce	W	Merrill	Townsend		1							$ 250.00	
91	4	Pierce	W	Townsend	Brown		1							$ 250.00	
92	4	Pierce	W	Townsend	Brown		1							$ 250.00	
93	4	Pierce	W	Townsend	Brown		1							$ 250.00	
94	4	Pierce	W	Townsend	Brown		1							$ 250.00	
95	5	Bates	E	Townsend	Merrill		1							$ 250.00	
96	5	Bates	E	Townsend	Merrill		1							$ 250.00	
97	5	Bates	E	Townsend	Merrill		1							$ 250.00	
98	5	Bates	E	Townsend	Merrill		1							$ 250.00	
99	5	Bates	E	Merrill	Martin		1							$ 250.00	
100	5	Bates	E	Merrill	Martin		1							$ 250.00	
101	5	Bates	E	Merrill	Martin		1							$ 250.00	
102	5	Bates	E	Martin	Maple		1							$ 250.00	
103	5	Bates	E	Martin	Maple		1							$ 250.00	
104	5	Bates	E	Martin	Maple		1							$ 250.00	
105	5	Bates	E	Martin	Maple		1							$ 250.00	
106	5	Bates	E	Martin @ Maple				1	1					$ 700.00	approx 36 ft?
107	5	Bates	E	Maple @ Bates				1						$ 350.00	Located at NE Corner Maple & Bates 36'?
108	5	Bates	E	Maple	Willits		1							$ 250.00	

Loc	#	Street	Side	From	To	Tall Pole Cobra	Short Pole	Strain Pole	Mast Arm 3	Mast Arm 4					Comments
109	5	Bates	E	Maple	Willits		1							$ 250.00	
110	5	Bates	E	Maple	Willits		1							$ 250.00	
111	5	Bates	W	Willits	Maple		1							$ 250.00	
112	5	Bates	W	Willits	Maple		1							$ 250.00	
113	5	Bates	W	Willits	Maple		1							$ 250.00	
114	5	Bates	W	Willits	Maple		1							$ 250.00	
115	5	Bates	W	Martin	Merrill		1							$ 250.00	
116	5	Bates	W	Martin	Merrill		1							$ 250.00	
117	5	Bates	W	Martin	Merrill		1							$ 250.00	
118	6	Chester	E	Martin @ Chester				1	1					$ 700.00	SE Corner Intersection Martin at Chester, 30' Mast Arm?
119	6	Chester	E	Martin @ Maple				1	1					$ 700.00	SE Corner, 30' Mast Arm?
120	6	Chester	E	Martin @ Maple				1	1					$ 700.00	NE Corner, 30' Mast Arm?
121	6	Chester	W	Martin @ Maple				1	1					$ 700.00	NW Corner, 30' Mast Arm?
122	6	Chester	W	Martin @ Maple				1		1				$ 750.00	SW Corner, 40' Mast Arm?
123	6	Chester	W	Maple	Martin	1								$ 225.00	
124	6	Chester	W	Maple	Martin	1								$ 225.00	
125	6	Chester	W	Martin	Merrill	1								$ 225.00	Galvanized Pole
126	6	Chester	W	Martin	Merrill	1								$ 225.00	
127	6	Chester	W	Martin	Merrill	1								$ 225.00	
128	6	Chester	W	Merrill	Townsend	1								$ 225.00	
129	6	Chester	W	Merrill	Townsend	1								$ 225.00	Galvanized Pole
130	6	Chester	W	Merrill	Townsend	1								$ 225.00	
131	6	Chester	W	Townsend	Brown	1								$ 225.00	
132	6	Chester	W	Townsend	Brown	1								$ 225.00	
133	6	Chester	W	Townsend	Brown	1								$ 225.00	
134	7	Brown St	S	Chester	Bates	1								$ 225.00	
135	7	Brown St	S	Chester	Bates	1								$ 225.00	
136	7	Brown St	S	Chester	Bates	1								$ 225.00	
137	7	Brown St	S	Bates	Henrietta	1								$ 225.00	
138	7	Brown St	S	Bates	Henrietta	1								$ 225.00	
139	7	Brown St	S	Bates	Henrietta	1								$ 225.00	
140	7	Brown St	S	Henrietta	Pierce	1								$ 225.00	Galvanized Pole
141	7	Brown St	S	Henrietta	Pierce	1								$ 225.00	
142	7	Brown St	S	Henrietta	Pierce	1								$ 225.00	
143	7	Brown St	N	Chester	Southfield	1								$ 225.00	At NW corner of Chester and Brown
144	8	Henrietta	E	Brown	Townsend	1								$ 225.00	Only pole in area, Needs Paint
145	9	E. Brown	S	Purdy	South Old WW	1								$ 225.00	Galvanized Pole
146	9	E. Brown	S	Purdy	South Old WW	1								$ 225.00	Galvanized Pole
147	9	E. Brown	S	Purdy	South Old WW	1								$ 225.00	Galvanized Pole
148	9	E. Brown	S	Purdy	South Old WW									$ -	SKIP THIS POLE, Already Green
149	9	E. Brown	S	Purdy	South Old WW	1								$ 225.00	Galvanized Pole
150	10	E. Brown	S	South Old WW	Peabody									$ -	SKIP THIS POLE, Already Green
151	10	E. Brown	S	South Old WW	Peabody	1								$ 225.00	Galvanized Pole
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
						27	114	8	5	1	0	0	0	$ 39,525.00	

Do Not Paint Anything that looks like a gas lamp.

Poles and Boxes Birmingham Green

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

Spring 2019 Light Post Painting Project

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

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

Irene Zannis	06/12/2019
PREPARED BY (Print Name)	**DATE**
ManagingMember 6/12/2019	
TITLE	**DATE**
	irene@seawaypainting.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Seaway Painting L.L.C.	
COMPANY	
31801 Schoolcraft, Livonia MI 48150 734-522-2440	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
38-3384495	
TAXPAYER I.D.#	

MEMORANDUM

Department of Public Services

DATE: **June 13, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**

SUBJECT: **Springdale Pavilion Picnic Table Purchase**

INTRODUCTION:
The City of Birmingham budgeted for new picnic tables for the Springdale Shelter in fiscal year 2018-2019 and 2019-2020 in the Capital Projects Fund.

BACKGROUND:
In 2017, the Springdale Shelter had improvements done including a new concrete floor and the addition of a gutter system. The existing tables at Springdale Park and Shelter are wooden, 8 ft tables that require periodic maintenance. Many of the tables have reached their life expectancy and need to be replaced. The City budgets regularly for maintenance of the tables and replacement, as needed.

Current Picnic Tables at Springdale Shelter

The proposed new table is a commercial grade outdoor picnic table made by Landscape Structures, named TenderTuff™. The tables have durable 2-2/3" galvanized steel tubing frame and TenderTuff™ 11 gauge perforated steel with roll formed edges and corners. TenderTuff™ is easy on arms, legs, knees, and elbows. In addition, it stays cooler in the summer months and warmer in the winter, providing extra comfort.

Proposed New Picnic Tables

The tables are available in a variety of colors and combinations, including a very close match to Birmingham Green, which we would order.

Pricing for thirty (30) tables was requested, four (4) of which are handicap accessible from Penchura, LLC, the vendor that supplies this table made by Landscape Structures. For the size and space of the picnic shelter area, two accessible tables are sufficient to meet ADA requirements; however, pricing for four was requested, so that at every corner of the facility, there is an accessible table. Accessible tables should not be placed in the center of a row, as they would no longer be considered accessible. This purchase is available through HGAC Buy, a cooperative purchasing contract the City qualifies for to obtain the competitive pricing, therefore, no other bids were requested. The total purchase price for the 30 tables is $34,195.00 including freight.

Disposal methods for the existing tables include recycling, offering the bases only for auction on MITN, and/or collaborating with local organizations that may be interested in using the table bases.

LEGAL REVIEW:
This item does not require legal review. In addition, there is no agreement requirement as part of this purchase.

FISCAL IMPACT:
Funds are available from the 2018-2019 Capital Projects Fund- Springdale Shelter Site Furnishings account #401-751.000-981.0100 in the amount of $25,000, and the remaining amount of $9,195.00 is available in the 2019-2020 Capital Projects Fund- Site Furnishings, various parks account #401-751.000-981.0100 of which a total of $30,000 was budgeted.

SUMMARY:
The Department of Public Services recommends approving the Springdale Shelter Picnic Table Purchase to Penchura, LLC in the amount of $34,195.00. Once ordered, there is approximately a 6-8 week lead-time for delivery. Funds are available in the 2018-2019 Capital Projects Fund for $25,000.00 and in the 2019-2020 Capital Projects Fund for the remaining amount of $9,195.00.

ATTACHMENTS:

- Penchura Cost Proposal Dated 5-9-19
- Attachment E - Iran Sanctions Act Vendor Certification Form

SUGGESTED RESOLUTION:
To approve the Springdale Shelter Picnic Table Purchase in the amount not to exceed $34,195.00 from Penchura, LLC. Funds are available from the 2018-2019 Capital Projects Fund account #401-751.000-981.0100 in the amount of $25,000.00 and in the 2019-2020 Capital Projects Fund account #401-751.000-981.0100 in the amount of $9,195.00 for this purchase. In addition, to waive the normal bidding requirements because Penchura, LLC provides pricing through a cooperative purchase program, HGAC Buy. Further, to authorize the Mayor and City Clerk to sign on behalf of the City upon the receipt of the required insurance.

Penchura LLC

Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
889 S. Old US 23
Brighton, MI 48114

Proposal

Date	Project #
5/9/2019	19-293-1

Bill To	Ship To
City of Birmingham P.O. Box 3001 151 Martin Street Birmingham, MI 48012-3001	City of Birmingham Public Services (#2552) Carrie Laird, 248-530-1714 851 S. Eton Birmingham, MI 48009

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Carrie Laird	248-530-1714	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
	Tables				
141684A	72" TenderTuff Coated Picnic Table, Moveable	26		1,135.00	29,510.00
141684E	Picnic Table 92" (2) 72" Seats Tender Tuff Coated - Moveable (268 lbs)	4		1,185.00	4,740.00
discount	Special Discount HGACBuy			-2,055.00	-2,055.00
HGAC Note	HGAC orders require the following: Either a purchase order made out to Landscape Structures, or a letter on school/city letterhead, including: 1. Item(s) being purchased and dollar amount 2. Name of vendor 3. HGACBuy Program, Contract PR11-18 4. Signature from someone authorized to purchase for the school/city 5. Must be on school/city letterhead			0.00	0.00
Freight	Freight			2,000.00	2,000.00

Proposal good for 30 days.
Ship Via: common carrier
Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

_____

Subtotal	$34,195.00
Sales Tax (0.0%)	$0.00
Total	$34,195.00

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

Springdale Pavilion Picnic Table Purchase

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

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

LANCE A. SHIPMAN	6/13/2019
PREPARED BY (Print Name)	**DATE**
RECREATION CONSULTANT	6/13/2019
TITLE	**DATE**
Lance A. Shipman	LANCE@PENCHURA.COM
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
PENCHURA L.L.C	
COMPANY	
889 S. OLD US 23	BRIGHTON MI 48114
ADDRESS	**PHONE**
	810-229-6245
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
20-4755812	
TAXPAYER I.D.#	

MEMORANDUM

Department of Public Services

DATE: **June 5, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**

SUBJECT: **Quarton Lake and Manor Park Boulder Boulevard**

INTRODUCTION:
A split rail fence currently lines the northern most section of Quarton Lake Park, north of Oak between Lakeside Drive, Lake Park Drive, and Midland Street. The fence is aged, requires maintenance, and is quite unappealing. Manor Park also has split rail fence along Shepardbush Road. The proposed project will remove the split rail fence north of Oak Street and replace with Green Basalt boulders, to match the remaining Quarton Lake Property, and replace split rail fence along Shepardbush at Manor Park with Green Basalt boulders.

Quarton Lake

Manor Park

BACKGROUND:
Quarton Lake Park south of Oak Street, along Lakeside and Lake Park Drive delineated with Green Basalt Boulders. In order to update the look and material type at park property, the Department has budgeted for removing split rail fence at Quarton Lake, north of Oak Street and Manor Park along Shepardbush and installing boulders in its place. The purpose for using boulders for these select areas is they are a suitable decorative feature for a natural setting, lining the roadway to create the delineation of park property, while following a current theme in the park system. Green Basalt boulders are native to Michigan, typically found in the Upper Peninsula.

The above photos show the existing Green Basalt boulders located at Quarton Lake, south of Oak. The boulders are three feet in diameter, spaced 20 to 25 feet apart and about 4 to 6 feet off the roadway. The location of each boulder is determined by factors such as landscape features, entry and exit points, and walking paths or parking areas. The same strategic placement shall occur for this project, resulting in the addition of approximately fifty (50) boulders between both properties.

Sealed proposals were opened on Tuesday, June 4, 2019 for the purchase and installation of Green Basalt Boulders along the roadside at the property north of Oak Street, enclosed by Oak St., Lakeside Dr., Lake Park Dr., and Midland St., considered Quarton Lake Park, and along Shepardbush Road, abutting Manor Park currently cordoned off with split rail fence. The removal of the split rail fence is not part of this project and will be undertaken by City staff.

The results of the sealed bid opening are as follows:

Company	Base Bid	Deviations
Rockworks, LLC	**$21,950.00**	**None**
Anglin Civil, LLC	$49,000.00	None

LEGAL REVIEW:
The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:
Funds are available in the 2018-2019 budget from the Parks Capital Projects acct# 401-751.000-981.0100 for this project.

SUMMARY:
The bids are evaluated according to: completeness of the bid, reference checks, firm experience and working knowledge of the firm.

The Department of Public Services recommends awarding the Quarton Lake and Manor Park Boulder Boulevard project to Rockworks, LLC. Rockworks is the lowest responsive and qualified bidder, and the City has exceptional experience working with them, as they have been involved with various projects over the years including Booth Park, Quarton Lake and the Maple and Eton Staircase.

Rockworks plans on hand picking the Basalt Boulders from an old iron mine in the Upper Peninsula and delivering direct to the job site for installation. The project completion date is August 1, 2019.

The Parks are Recreation Board at the June 11, 2019 meeting recommended approval of the purchase and installation of Green Basalt boulders, in the amount of $21,950, to be located at Quarton Lake Park north of Oak Street along Oak, Lake Park, Midland, and Lakeside and at Manor Park along Shepardbush. Further, to submit to the City Commission for their consideration and approval of this project.

ATTACHMENTS:

- Attachment A- Agreement including the required insurance certificate
- Attachment B- Bidder's Agreement
- Attachment C- Cost Proposal
- Attachment D- Completion Date
- Attachment E- Iran Sanctions Act Vendor Certification Form

SUGGESTED RESOLUTION:
To approve the purchase and installation of Green Basalt boulders with Rockworks, LLC, in the amount of $21,950.00, to be located at Quarton Lake Park north of Oak Street along Oak, Lake Park Drive, Midland Street, and Lakeside Drive and Manor Park along Shepardbush Rd. Funds are available from the Parks Capital Projects account # 401-751.000-981.0100 in the amount of $21,950.00. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

ATTACHMENT A - AGREEMENT

For Quarton Lake and Manor Park Boulevard Boulder Installation

This AGREEMENT, made this _____day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Rockworks, LLC, having its principal office at 1101 Rhodes Road, Lake Orion, MI, 48360 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Services Department, is desirous of having work completed to provide and install Green River (or Green Basalt) boulders at Quarton Lake Park and Manor Park.

WHEREAS, the City has heretofore advertised for bids for provide and install Green River (or Green Basalt) boulders at Quarton Lake Park and Manor Park, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide and install Green River (or Green Basalt) boulders at Quarton Lake Park and Manor Park.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform boulder installation at Manor Park and Quarton Lake Park and the Contractor's cost proposal dated June 4, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $21,950 as set forth in the Contractor's June 4, 2019 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

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

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

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

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

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

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms,

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

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

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

    A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

    C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

    D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
   1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
   2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
   3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
   5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

    City of Birmingham
    Attn: Lauren Wood, Director of Public Services
    851 South Eton
    Birmingham, MI 48009

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

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

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

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

WITNESSES:

Ann Escamilla

CONTRACTOR

By: Ray Rogers

Its: President

CITY OF BIRMINGHAM

By: Patricia Bordman
Its: Mayor

By: J. Cherilynn Mynsberge
Its: City Clerk

Approved:

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2019

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
Arthur J. Gallagher Risk Management Services, Inc.
1690 Watertower Place #500
East Lansing MI 48823

CONTACT NAME: for Certs only-Rochelle Ross
PHONE (A/C, No, Ext): 517-664-2734 FAX (A/C, No): 517-319-1275
E-MAIL ADDRESS: rochelle_ross@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Michigan Horticultural Industries Self Insured Wor	
INSURER B : Midwest Employers Casualty Company	23612
INSURER C : Employers Mutual Casualty Company	21415
INSURER D : EMC Property & Casualty Company	25186
INSURER E :	
INSURER F :	

INSURED ROCKW-1
Rockworks LLC
Ray Rogers
1101 Rhodes Road
Lake Orion MI 48360

COVERAGES **CERTIFICATE NUMBER:** 2133239229 **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	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	5D88388	5/20/2019	5/20/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	Y	Y	5E88388	5/20/2019	5/20/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			5J88388	5/20/2019	5/20/2020	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 5,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	ROCKWH	7/1/2018	6/30/2019	X PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		ROCKWH	7/1/2018	6/30/2019	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
RE: Quarton Lake and Manor Park Boulders - 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 listed as additional insured on the general liability and auto policy as it pertains to work performed by the named insured per written contract, per policy conditions. Additional insured coverage is provided on a primary and non-contributory basis. A 30 day notice of cancellation will be provided by EMC Insurance Companies for the General Liability & Auto policies except in the event of non-pay, a 10 day notice will be given

CERTIFICATE HOLDER

City of Birmingham
851 S Eton St
Birmingham MI 48009-6870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY – REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. **Section II – Covered Autos Liability Coverage, item A.1. Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of ongoing operations; or
2. In connection with your premises owned or rented to you.

However, the insurance afforded to such additional insured described above:

1. Only applies to the extent permitted by law;
2. Only applies if the contract or agreement is in effect during the policy period;
3. Only applies if the "bodily injury" or "property damage" occurs after you and such party have executed the contract or agreement; and
4. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to paragraph **C. Limit of Insurance** of **Section II:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of:

a. your ongoing operations for the additional insured; or

b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of ISO Properties, Inc. with its permission.

ATTACHMENT B - BIDDER'S AGREEMENT

For Quarton Lake and Manor Park Boulevard Boulder Installation

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Ray Rogers	5-30-19
BID PREPARED BY (Print Name)	**DATE**
President	5-30-19
TITLE	**DATE**
	ray@rockworksllc.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Rockworks llc	
COMPANY	248.693.0920
1101 Rhodes Rd Lake Orion MI 48360	
ADDRESS	**PHONE**
NA	—
NAME OF PARENT COMPANY	**PHONE**
—	
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For Quarton Lake and Manor Park Boulevard Boulder Installation

In order for the bid to be considered valid, this form must be completed in its entirety. The proposal price shall include all work associated as depicted in the specifications under the scope of work section of this RFP.

The total cost for the proposed Quarton Lake and Manor Park Boulder Boulevard, including all labor, materials, trucking, sod repairs and all other expenses provided by the Contractor is 21,950.

ATTACHMENT D – COMPLETION DATE

For Quarton Lake and Manor Park Boulevard Boulder Installation

COMPLETION DATE: August 1, 2019

A work schedule shall be provided to the Designated City Representative, Carrie Laird. The work schedule shall be approved by the Designated City Representative prior to the start of the work. Her decision as to acceptability shall be deemed in the City of Birmingham's best interest. The City of Birmingham is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notified to start work.

It is mandatory that the entire project is completed on or before August 1, 2019.

(X) Our company can meet the completion date.

( ) Our company cannot meet the completion date but offers:

_____

The reason our company cannot complete the work as required is as follows:

_____

_____

Company Name:_____

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Quarton Lake and Manor Park Boulevard Boulder Installation

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

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

Ray Rogers	5.30.19
PREPARED BY (Print Name)	**DATE**
President	5-30-19
TITLE	**DATE**
	ray@rockworksllc.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Rockworks llc	
COMPANY	
1101 Rhodes Rd Lake Orion MI 48360	248.693-0920
ADDRESS	**PHONE**
NA	—
NAME OF PARENT COMPANY	**PHONE**
—	
ADDRESS	
30-0088239	
TAXPAYER I.D.#	

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **June 12, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**
Aaron J. Filipski, Public Services Manager

SUBJECT: **Cartegraph CMMS Purchase**

INTRODUCTION:
In order to improve its asset management practices, and to take advantage of valuable financial incentives, the Department of Public Services recommends the purchase and implementation of Computerized Maintenance Management Software, or CMMS. Recognized by the American Public Works Association (APWA) as a critical component of effective asset management programs, CMMS systems provide technology-based tools to assist public works agencies in organizing, planning, and tracking maintenance activities on public infrastructure assets, resulting in a more efficient use of resources through data-driven decision making.

BACKGROUND:
In 2013, the City applied for and was awarded a SAW Grant totaling $1.9 million for projects associated with the development of a storm and sanitary asset management plan. Under the direction of the Engineering Department, the City has undertaken a number of related projects, including a comprehensive storm/sanitary asset inventory and condition assessment. In addition to providing funds for eligible projects, the award allocates $110,000 in matching funds for the purchase and implementation of CMMS - a key component to ensuring ongoing asset maintenance and condition assessment records. The state match requires the city to contribute 25% for eligible expenditures.

Currently, the Department of Public Services uses a variety of methods to track its maintenance activities, resulting in data sets that are segregated and not easily parsed for useful projections, planning, and analysis. Workflow and service request processes also use a combination of methods. Depending on the particular task and the request's origin, it may or may not be processed through the departments existing software - a BS&A module called Citizen Request for Action (CRA). This program is geared toward assigning and tracking work based on citizen requests. For scheduled maintenance activities, internal assignments, and data analysis and reporting, the program's functionality is limited.

CMMS offers an integrated platform through which work requests can be generated and tracked, maintenance can be scheduled, asset conditions can be regularly assessed, and data can be easily aggregated and analyzed. Additionally, many CMMS solutions use GIS to maintain geo-spatial information related to the city's asset inventory.

Over the past several months the Public Services and Engineering departments have explored a number of CMMS options - comparing features, benefits, and costs. A more detailed explanation

of that bidding and review process is provided in the attached memorandum from HRC – the engineering consulting firm that has guided the city's efforts in obtaining and administering the SAW award.

The team viewed several product demonstrations from CMMS providers including Cityworks, Lucity, and Cartegraph. After additional follow-up interviews and presentations, the committee agreed that Cartegraph exceeded the minimum requirements, provided the best implementation strategy, and was favored for its intuitive interface. It was also among the more reasonably-priced options, as illustrated below.

	Implementation	Annual Fee	Year 1 Intial Outlay	After SAW Reim.	3-year Total
Lucity	$95,710	$9,300[1]	$95,710[2]	$23,927	$42,527
Cityworks - GIS, Inc.	$60,000	$36,875	$96,875	$24,218	$97,968
Cityworks -Ritter	$52,140	$36,875	$89,015	$22,253	$96,003
Cartegraph	**$48,800**	**$28,000**	**$76,800**	**$19,200**	**$75,200**

[1] subject to annual 2.5% increase [2] annual fee applies only to years 2-3

Upon approval, DPS staff will begin working with the Cartegraph implementation team to assess current workflow processes, identify and integrate existing GIS data into the system, and develop a comprehensive implementation plan. At the end of implementation, the department will use Cartegraph for receiving and processing all work requests, assigning work to crews, scheduling preventative maintenance activities, tracking related costs, and regularly updating the condition of various assets. Additionally, Cartegraph can be used for collecting GIS information for assets that are currently not included in the city's GIS database.

LEGAL REVIEW:
This purchase would require the execution of a purchase agreement (attached), the terms of which have been reviewed and approved by the city's legal counsel.

FISCAL IMPACT:
Funds for this purchase are available in the Water System and Sewage Disposal funds, and would be drawn evenly from both. Although the initial outlay for the first year totals $76,800, subsequent SAW grant reimbursements will result in a net outlay of $19,200. The total expenditure over the three-year term totals $75,200.

This initiative will also require additional expenditures including the purchase of mobile-capable tablets and cellular data plans. Funding for both exists in approved 19-20 budget. It should be noted that the tablets are also reimbursable expenses under the SAW grant, as is a portion of the staff time that is dedicated to the system implementation. Staff will seek reimbursement to the fullest extent permitted under the SAW grant award.

SUMMARY:
The Department of Public Services recommends the purchase of the Cartegraph CMMS solution. This system will be the centerpiece of initiatives to formalize workflow processes and improve data capture and analysis capabilities within the Department of Public Services.

ATTACHMENTS:

- CMMS Selection Summary Memo – Helen Davis, HRC
- CMMS Software Options Spreadsheet
- RFQ Specifications
- CMMS Proposal Comparison Spreadsheet
- Cartegraph Purchase Agreement and Addendum
- Vendor Insurance Certificate

SUGGESTED RESOLUTION:
To approve the agreement between the City of Birmingham and Cartegraph Systems, LLC for the purchase, implementation, and support of the Cartegraph CMMS Solution, for an amount not to exceed $76,800.00. Funds are available in the Sewage Disposal and Water System fund accounts #590-536.002-811.0000 and #591-537.005-811.0000. Further, to authorize the City Manager to sign the agreement on behalf of the City.

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824

SHIPPING: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360

PHONE: 248-454-6300
WEBSITE: hrcengr.com

Memorandum

To: Aaron Filipski, Public Services Manager, City of Birmingham

From: Helen Davis, P.E.

Date: June 6, 2019

Subject: CMMS Selection Summary
Birmingham SAW Grant

HRC Job No. 20130165

As part of the Energy, Great Lakes, and the Environment (EGLE) Stormwater, Asset Management, and Wastewater (SAW) grant project, the City of Birmingham Department of Public Services (DPS) is interested in purchasing and implementing a computer maintenance management software (CMMS) program. Hubbell, Roth, and Clark, Inc. assisted with this effort.

HRC provided the attached table titled, "CMMS Software Options" to the City in August of 2018. In subsequent discussions, it was decided that a Geospatial CMMS would be most appropriate for the City, so software demonstrations from Cityworks, Lucity, and Cartegraph where held on September of 2018.

Based on the discussion during the presentations, HRC put together the attached Request for Quotes and received quotes from all three CMMS providers (available upon request). Based on the quotes, the attached CMMS Comparison table was developed. References were contacted and only positive comments were received.

Initially the City requested that the CMMS software be implemented to automatically report employee hours to the City's BS&A software, but it was decided to request updated quotes to separate out that extra costs to incorporate BS&A. Ultimately it was decided to eliminate the BS&A requirement and consider adding that functionality in the future. Two quotes were received from Cityworks because quotes are provided from Cityworks implementation partners. Initially the Cityworks representative arranged for Ritter GIS to provide a quote as the implementation partner; later it was realized GIS, Inc. already has a relationship with the City, so a second quote was provided by GIS, Inc.

The City's initial impression was that Cartegraph was a more user-friendly software. However, Cityworks is equally functional and many communities in the area are purchasing this software, so more resources and opportunities could be available locally. A wider audience was invited for repeat demonstrations from GIS, Inc. and Cityworks, and Cartegraph in November 2018. All attendees at the subsequent presentation agreed that Cartegraph was the preferred option. The main reason is the look and ease of the software. After more conversations with Cityworks users, the City also felt that having the software company complete the implementation may be preferred to the Cityworks structure where an implementation partner is used.

HRC does not have concerns with the City moving forward with Cartegraph as the selected CMMS program. The City's GIS system for the sanitary, storm, and combined sewers is being significantly improved and updated through the SAW grant activities and will be ready to share with Cartegraph for implementation. The water system has also had updates in conjunction with the SAW grant work although not eligible for funding.

The cost to purchase and implementing Cartegraph, or any CMMS program, are eligible for SAW grant reimbursement through December 31, 2019. The City's employees' hours working towards implementing the software is also eligible. HRC will include the invoices received from Cartegraph in the disbursements sent to EGLE.

Please contact us anytime with any further questions regarding the CMMS selection process or SAW grant in general.

CMMS Software Options

City of Birmingham

STAND-ALONE SOFTWARE			SOFTWARE THAT RUNS ATOP A GIS OR OTHER DATABASE		
Type of System	**Spreadsheets or Databases**	**Standalone Geodatabase (GIS)**	**System Modeling Software**	**Geospatial CMMS**	**Financial Management Software**
Example Packages	Excel, Access	ESRI ArcMap	Innovyze InfoMaster, Bentley Assetwise, Sedaru	Cityworks, Lucity, Cartegraph,	BS&A
Relative Cost	Low	Moderate	Moderately High	High	Low – add on to existing
Asset Mapping	No	Yes	Yes	Yes	Tied to GIS
Work Order Functionality	Limited—manually added	Limited, provided with additional apps	Limited	Yes, robust	Limited
Capital Planning Capability	Basic	No	Yes	Yes	Limited
Desktop/Server/ Cloud/Mobile	Desktop	Desktop/Server/ Cloud/Mobile	Desktop/Server	Desktop/Server/ Cloud/Mobile	Desktop/Server/Mobile
Pros	• Easy to use • Typically already have software • Easily transferable	• Widely used in utility systems • Also can do other municipal functions such as roads, parks, trash, etc. • Able to collect and maintain a high level of detail • Includes map interface • Numerous apps and add-ons that provide templates for water and wastewater systems • Can customize reports • Can easily export information into other programs	• Customized for water and wastewater systems with user-friendly interface • Able to collect and maintain a high level of detail • Includes map interface • Can easily export information into other programs • Works directly with CCTV data • Includes tools for a high level of analysis • Can run atop hydraulic models to incorporate system capacity needs • Can incorporate other software such as SCADA monitoring • Works "out of the box" as long as database is complete	• Widely used in utility systems • Also can do other municipal functions such as roads, parks, trash, etc. • Able to collect and maintain a high level of detail • Includes map interface • Robust work order capability • Can incorporate other software such as SCADA monitoring • Can easily export information into other programs	• Many municipalities already have this software for financial tracking • Ties work orders to assets and costs
Cons	• No mapping • Requires manual updates to remain current • May be difficult to sustain with personnel changes • Very basic functionality	• Requires training to use • Typically requires specialized staff to utilize full functionality • Must maintain license on annual basis	• Requires training and time to utilize full functionality • Higher initial and on-going cost • Must maintain license on annual basis • Requires a sophisticated user • More focused on utilities, may not cover building, roads, etc. we well.	• Requires training and time to utilize full functionality • Recommend working with a software integrator to develop templates and reporting functions • Must maintain license on annual basis • Higher initial and on-going cost • Requires a sophisticated user	• Not very robust in data captured
Current Users	•	•	**Innovyze**: Ann Arbor, Sturgis, Waterford, Lansing Board of Water and Light **Bentley**: Ann Arbor, Grand Traverse County **Sedaru**: Battle Creek	**Cityworks**: Oakland County, Waterford, Grand Rapids, Battle Creek, Troy, Bay City **Lucity**: Southfield, Rochester, MHOG, Brighton, Saline **Cartegraph**: Plainwell, Richmond	Saginaw, Rochester Hills, Wyoming, Farmington, Berkley

Request for Quotes - CMMS
City of Birmingham

The City of Birmingham intends to purchase and implement a computer maintenance management software (CMMS) program as part of its Michigan Department of Environmental Quality (MDEQ) Stormwater, Asset Management, and Wastewater (SAW) grant project. Below are qualifications and details about the City to assist in providing a quote:

1. Mobile access for cell phones and tablets
2. Cloud-based data storage for most of the CMMS; however, large files such as videos can be linked to a storage location on the City's server or external hard drive.
3. 30 individual user logins for each employee, 15 users that can only be logged into a device at a time, and 3 users that can be logged in on multiple devices.
4. 5 mobile devices will be used in the field at one time.
5. 2 City departments will use the software.
6. Approx. 8000 (each) water and sewer connections are in the City.
7. The City has an existing GIS system for its sanitary, storm, and combined sewers; water main.
8. The City plans to track the following assets in the system:
    a. Sanitary, storm, and combined sewers
    b. Roads
    c. Water Main
    d. Parks
9. BS&A integration, more information included in Existing Process section below.
10. All existing data will come from GIS.
11. A list of the asset types for the storm, sanitary, combined, and water systems is attached.
12. Inventory will not initially be tracked using this system, only resources used for a work order. Provide a cost if applicable to add this in the future.

Based on the above information the City is requesting quotes for:

1. Initial cost to purchase CMMS
2. Cost and timeframe to assist with implementation
3. Cost and format for employee training
4. Annual costs to maintain CMMS license
5. Additional costs to expand the use of the CMMS to additional users or features

Implementation:
The City intends to purchase and implement a CMMS software using funding from its SAW grant. The deadline to use SAW grant funding is November of 2019. Provide an implementation schedule beginning January 1, 2019.

References:
Provide the name and contact information for the project manager that would be assisting the City with implementation, and two references for other Cities where that project manager has successfully completed implementation of the CMMS solution.

RFQ Timeline:

RFQ sent:	Wednesday, September 26, 2018
Questions from CMMS providers by:	Wednesday, October 3, 2018
Answers provided by:	Monday, October 8, 2018
Quotes requested by:	Friday, October 19, 2018

Existing Process:

Currently the City uses paper records to track work orders and report resources used to complete work orders. Birmingham uses BS&A software for its accounting functions. With the current workflow process, employees are required to account for personnel time and equipment used and assign the appropriate BS&A-defined 'work code' at the end of each work day. Linked to each 'work code' is a corresponding funding account from which that portion of wages and benefits is withdrawn.

Regardless of the product selected for CMMS, the Finance Department will continue to process employee pay and equipment rental charges in the same manner. Currently, DPS field employees write their task/time/equipment information on a paper form and submit it to clerical staff who input the information into BS&A.

The City desires to reduce process duplication in the implementation and deployment of a new workflow system. If a CMMS is implemented, field employees will input information digitally, and, for finance purposes, will also still have to record the work according to finance department format - a duplication of efforts.

Does your product have a solution to avoid this duplication? Is there a way for your CMMS solution to offer something like a cross-reference number for the work code and funding account in the generated reports, for example? How would your solution address this?

Currently the City summarizes an employee's daily activity on a timesheet, regardless of whether a job or task was completed that day. On CMMS, would time linked to an employee only show up in a report once the work order/task is fully 'closed out'? Or could each day be tracked separately recording the time worked without closing the work order/task? In other words, if Bill and Tom worked on a fire hydrant for the last two hours of the workday, but didn't complete the job, could they account for their time on that day, and have it reflected in that day's report?

The City is requesting answers to the above questions related to reporting account numbers and splitting the time.

Additional Information:

Please indicate the hardware/ software requirements for the CMMS program such as Windows 10 or a specific tablet version and provide any additional information about your CMMS program that you think would be helpful to the City. If additional information is needed to provide a quote, please inform the City no later than Friday, September 28, 2018 per the schedule above.

City of Birmingham GIS Asset Types

1. Combined sewers
    a. Catch basins
    b. Sewers
    c. Manholes
    d. Fittings (taps, bulkheads, crosses, increaser/reducers, plugs, tapping sleeves, tees, and wyes)
    e. Leads (to be added)
2. Storm sewers
    a. Catch basins
    b. Sewers
    c. Manholes
    d. Outfalls
    e. Fittings (taps, bulkheads, crosses, increaser/reducers, plugs, tapping sleeves, tees, and wyes)
3. Sanitary sewers
    a. Manholes
    b. Sewers
    c. Fittings (taps, bulkheads, crosses, increaser/reducers, plugs, tapping sleeves, tees, and wyes)
    d. Leads (to be added)
4. Water
    a. Mains
    b. Valves
    c. Hydrants
    d. Meters
    e. Hydrant Leads
    f. Storage Tanks
    g. Fittings (crosses, reducers, plugs, tees, taps, and hydro stops)

CMMS Comparison

	Lucity	Cartegraph	Cityworks - Ritter	Cityworks - GIS Inc
Implementation	$ 110,910.00	$ 100,000.00	$ 93,415.00	$ 111,675.00
Implementation Notes		28000 for software, 42000 configure/train/go-live, 6000 travel expense.	2 months discovery with 1-2 hr onsite meetings, development, and 8 days of onsite training	175 hours of option support for $25,000, Jumpstart workshop
Implementation without BS&A	$ 95,710.00	$ 76,000.00	$ 89,015.00	$ 96,875.00
Project Manager	Assigned later	Dawn Frommelt		Thomas Wilson
Reference 1	City of Kalamazoo Jo Linda Jach jachj@kalamazoocity.org (269)337-8544	Bobbie Marr, St. Louis MI, 989-681-6024	Donald Rohraff, Livonia MI, 734-466-2607	Jared Beaudoin, Sterling Heights MI, 586-446-2441
Additional Reference	South Clinton County Municipal Authority Lisa Mead lisa@sccmua.com (517)669-8311 x111 Port Huron Gary Seghi of Tetra Tech Services Gary.Seghi@tetratech.com (586)899-4559	Barry LaRoy, Monroe MI, 734-384-9122	Shaun Nicoloff, Northville MI, 248-662-0496	Chrissy Lingenfelter, Green Ohio, 330-896-6614
Annual Price	$ 10,300.00	$ 32,000.00	$ 36,875.00	$ 36,875.00
Annual Price without BS&A	$ 9,300.00	$ 28,000.00	$ 36,875.00	$ 36,875.00
Hours spent (wo BS&A)	80 live, 176 remote hours	not clear, 9 full days for launch	474 hours	not clear, assume 400, full time for 10 weeks
Timeline to complete		5 months	8 months	10 weeks

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City of Birmingham** (hereinafter referred to as "**Customer**") and **Cartegraph Systems LLC** (hereinafter referred to as "**Cartegraph**"). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

Customer Bill To:	**Customer Ship To:**
City of Birmingham 851 South Eton Street Birmingham, MI 48009	Same

Investment Summary

The Addendums attached hereto, include:

Addendum A – Support Services

Addendum B – Field Services

Cartegraph's proposed fees for this project are included in the summary below.

Today's Date: March 7, 2019 **Signature Expiration Date:** June 28, 2019 **Purchase Agreement No.:** #PA1027

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fees Included	1	$15,000.00	$15,000.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	$3,000.00	$3,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	$10,000.00	$10,000.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	$41,600.00	$41,600.00
ESTIMATED EXPENSES				**$7,200.00**
			YEAR 1 SUB-TOTAL	**$76,800.00**
YEAR 2				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fees Included	1	$15,000.00	$15,000.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	$3,000.00	$3,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	$10,000.00	$10,000.00
			YEAR 2 SUB-TOTAL	**$28,000.00**

YEAR 3				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment, Hosting Fees Included	1	$15,000.00	$15,000.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	$3,000.00	$3,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	$10,000.00	$10,000.00
			YEAR 3 SUB-TOTAL	**$28,000.00**
TOTAL COST (3-YEAR TERM)				**$132,800.00**

NOTES:	The pricing listed above does not include applicable sales tax. The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses. Offline with Cartegraph for iPad is not included in this price. Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

1. **Delivery:** Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
    a. $28,000.00 due upon execution of the Purchase Agreement.
    b. $28,000.00 due 15 days prior to 1st year anniversary of term start date.
    c. $28,000.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
    a. Invoicing for the Field Services will be due as follows:
        i. 25% upon execution of the Purchase Agreement
        ii. 25% at the completion of the assessment/delivery, or 3 months from execution of Purchase Agreement, whichever is sooner
        iii. 25% at the completion of the test deployment, or 4 months from execution of Purchase Agreement, whichever is sooner
        iv. 25% at the completion production deployment, or 6 months from execution of Purchase Agreement, whichever is sooner
5. **Expenses:** In providing the services included in this Purchase Agreement, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from start date of invoice.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT, WHICH CAN BE REVIEWED AT: https://www.cartegraph.com/solutions-agreement/. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH: Cartegraph Systems LLC

By _____
(Signature)

Mitch Bradley
(Type or print name)

Title SVP of Sales & Marketing

Date 6/13/19

CUSTOMER: City of Birmingham

By _____
(Signature)

_____
(Type or print name)

Title _____

Date _____

Cartegraph Systems LLC
Addendum A - Support Services
Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:

1. **Support Services**

   a. ***Campus – www.cartegraph.com/campus***
   Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

   b. ***Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050***
   When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

   c. ***Secure, Live Remote Support***
   If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. **Training & Education Services**

   a. ***Convenient Online Resources***
   All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

   b. ***Customer Led User Groups***
   Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. **Releases & Upgrades**

   a. ***New Releases***
   Be the first to know about all new Cartegraph releases, enhancements, and upgrades.

      i. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.

      ii. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality

   b. ***Hot Fixes***
   If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

The Field Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide a two-day (2-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
    - Dashboards
    - Logins/Permission
    - Layers
    - Filters
    - Maps
    - Grids
    - System Navigation
    - Views (List & Detail)
    - Standard Reports
    - Attachments

- Requests, Work, Assets, Resources, Reports, and Administrator Tabs

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
  - OMS Esri integration configuration options
  - Integration functionality (basemap and feature)
  - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices

- Cartegraph will provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:

  - Request Management:
    - Requests
    - Requesters
    - Task Creation from Requests
    - Issue library (including settings such as Applies to Asset and Non-Location)
    - Cartegraph recommended best practices for Request and Requester Management

  - Work Management:
    - Create Task(s) (Asset/Non-Asset)
    - Assignments (Add, Edit, Remove)
    - Task Menu Actions
    - Related Work Items
    - Create Work Order
    - Associate Task to WO
    - Repeat Work Orders
    - Work Order Menu Actions
    - Enter Resources
    - Timesheets
    - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
    - Cartegraph recommended best practices for Work Management

  - Asset Management:
    - Asset Details
    - Inspections
    - Linked assets (if applicable)
    - Container/Component Relationships (if applicable)
    - Cartegraph recommended best practices for Asset Management

    To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

  - Resource Management:
    - Resource Details
    - Labor/Equipment Rates
    - Material Management (Stock, Usage, Adjustments)
    - Vendor Price Quotes
    - Cartegraph recommended best practices for Resource Management

  - Cartegraph for iPad and Cartegraph One:
    - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
    - Work Management
      - Create and Update Tasks (Asset/Non-Asset)
      - Assign Tasks
      - Enter Resources
      - Inspections

        - Asset Management
            - Create and Update Assets
        - Request Management
            - View and Update Requests
            - View Requester information
            - Create Task from Request
        - Cartegraph recommended best practices for mobile device use

    - Administrator:
        - Administrator:
            - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
        - Settings:
            - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
        - Manager:
            - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager

- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
    - Security/Roles
    - Report Designer
        - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
    - Report Viewer
    - Reporting best practices and solution tips/tricks.

Extensions

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
    - Preventative Maintenance
    - Performance Management
        - Prediction Groups
        - Minimum Condition Groups
        - Activities and Impacts
        - Criticality Factor
        - Install/Replaced Dates
    - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Go-Live Support

- Cartegraph will provide a two-day (2-day) onsite event for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
    - Refresher training for items listed in the scope of work
    - Software and process support for staff during production roll out
    - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
    - Parent level asset records
    - Asset location (spatial x/y) attributes
    - Parent level resource (Labor, Equipment Material, Vendor) records
    - Resource Rate (Labor, Equipment, Material) records
    - Standard system libraries

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following twenty-one (21) asset types:
    - Water (7)
        - Water Valve; Water Lateral; Water Main; Water Meter; Water Storage Tank; Water Hydrant; Water Fitting
    - Storm (5)
        - Storm Pipe; Storm Manhole; Storm Outlet; Storm Inlet; Storm Fitting
    - Sewer (9)
        - Sewer Manhole; Sewer Lateral; Sewer Main; Sewer Fittings; Combined Sewer Inlet; Combined Sewer Pipe; Combined Sewer Manhole; Combined Sewer Fitting; Combined Sewer Lateral
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Purchase Agreement

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.

ADDENDUM TO CARTEGRAPH SOLUTIONS AGREEMENT, DATED MARCH 28, 2018

THIS ADDENDUM is dated today', and contains terms intended to supersede and clarify the terms set forth in that certain Cartegraph Solutions Agreement, to which this Addendum is attached and incorporated by this reference.

Section 11 is hereby amended to read:

11. RESPONSIBILITY PROVISION
Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses-including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees or students, pursuant to this Agreement.

Section 13 is hereby amended to read:

If Cartegraph will provide Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of $1,000,000 per occurrence and a $2,000,000 aggregate limit, with 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 to any other coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

BY EXECUTING THIS ADDENDUM CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems LLC

By _____
(Signature)

Mitch Bradley
(Type or print name)

Title SVP of Sales & Marketing

Date 6/13/19

City of Birmingham, MI

By _____
(Signature)

_____
(Type or print name)

Title _____

Date _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/12/2019

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
Friedman Insurance, Inc.
PO Box 759
Dubuque IA 52004-0759

CONTACT NAME: Pam Buchholtz
PHONE (A/C, No, Ext): 563-556-0272 **FAX (A/C, No):** 563-556-4425
E-MAIL ADDRESS: buchholtzp@friedman-group.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Ins Company	36161
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CARTSYS-01
Cartegraph Systems LLC
3600 Digital Dr.
Dubuque IA 52003

COVERAGES **CERTIFICATE NUMBER:** 223652321 **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	X **COMMERCIAL GENERAL LIABILITY**	Y		ZLP14T1793A	11/1/2018	11/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			BA0L652234	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			CUP1L959611	11/1/2018	11/1/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		UB 7J405961	11/1/2018	11/1/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	E&O/Cyber Liability			ZLP14T1793A	11/1/2018	11/1/2019	Ea Wrongful Act Aggregate Retention	3,000,000 3,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 included are included as additional insured on a primary and non-contributory basis on the general liability as required in the written contract as provided by endorsement CGD417 and CGD425. 30 day notice of cancellation is included. Umbrella is form following

CERTIFICATE HOLDER

City of Birmingham
PO Box 3001
Birminham MI 48012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Tenance Friedman

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion

B. Non-Owned Watercraft Less Than 75 Feet

C. Aircraft Chartered With Pilot

D. Damage To Premises Rented To You

E. Increased Supplementary Payments

F. Who Is An Insured - Employees And Volunteer Workers - First Aid

G. Who Is An Insured - Employees - Supervisory Positions

H. Who Is An Insured - Newly Acquired Or Formed Organizations

I. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises

J. Blanket Additional Insured - Lessors Of Leased Equipment

K. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

L. Blanket Additional Insured - Broad Form Vendors

M. Who Is An Insured - Unnamed Subsidiaries

N. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

O. Medical Payments - Increased limits

P. Contractual Liability - Railroads

Q. Knowledge And Notice Of Occurrence Or Offense

R. Unintentional Omission

S. Blanket Waiver Of Subrogation

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a.**, **Expected Or Intended Injury**, in Paragraph **2.**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j., Damage To Property,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   Exclusions **c., g.** and **h.,** and Paragraphs **(1), (3)** and **(4)** of Exclusion **j.,** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by fire unless Exclusion **f.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** - Limits Of Insurance.

3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE:**

   6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense

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of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph **3.** of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

   (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

   (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

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I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

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(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED:**

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** - Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) $10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, **Duties In The Event of Occurrence, Offense, Claim or Suit,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" author-

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ized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph **6.**, **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **4. a., Primary Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

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MEMORANDUM

Department of Public Services

DATE: **June 4, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**

SUBJECT: **Booth Park Turf Hill Repair**

INTRODUCTION:
Booth Park Turf Hill is a highly active feature of the playground at Booth Park. Due to the significant activity, wear and tear repairs need to occur to keep this feature in a nice looking and safe condition. Needed repairs include removing a section of the synthetic turf, and re-grading the base material. In addition, the Poured-In-Place (PIP) Pathway around the hill requires replacement due to its condition at the base of the mound. This park element was never anticipated or designed to have such intense use when originally constructed in 2006.

BACKGROUND:
This project includes repairing the damaged section of synthetic turf which is pie-shaped, approximately 40′ x 12′, comprising of approximately 45% of the east side of the turf mound. Existing turf will be removed, and the existing rubber base must be leveled with glued rubber infill. In addition, a safety foam pad will be installed as a preventative maintenance measure between the turf and base material. This will avert future sliding of the base from the underside. The seam of the new synthetic turf will be re-aligned vertically to further prevent separation. The new turf specified is Playground Grass™, a resilient surface system for surfaces under and around

playground equipment, which includes antimicrobial technology. This proposed system will better handle the amount of activity the turf hill receives.

Another part of this project scope is the existing top cap of the PIP rubber path at the base surrounding the turf mound will be removed and re-poured as part of this project, approximately 40 feet by 7 feet. The contractor recommends that the new top cap be a different color than the existing path, because the red will not match (UV light fades) and it will look like a patch.

Sealed proposals were publicly opened on May 20, 2019 for the cost to provide repairs to the synthetic turf mound and PIP Pathway at Booth Park. One bidder responded.

The results of the sealed bid opening are as follows:

Company	Bid	Deviations
Michigan Recreational Construction, Inc.	**$27,593.00**	**None**

In addition to the repair of the PIP pathway at the base of the turf mound, there are approximately six small areas of PIP pathway that need repair in various locations along the path. The total bid price includes the repair of these areas, which total $984.00 (approximately 40 sq. ft.).

LEGAL REVIEW:
The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:
Funds are available in the 2018-2019 budget from the Parks - Other Contractual Services acct# 101-751.000-811.0000 for $27,593.00. For budgetary purposes, the Department of Public Services estimated this project would cost between $20,000 and $30,000.

SUMMARY:
The proposal was evaluated according to: completeness of the bid, reference checks, firm experience and working knowledge of the firm.

The Department of Public Services recommends awarding the Booth Park Turf Hill Repair project to Michigan Recreational Construction, Inc. They are the only responsive and qualified bidder. Michigan Recreational Construction, Inc. specializes in Commercial Park and Playground Construction. This expertise fits perfectly with our scope of work for this project. Their services include site development, design/build playgrounds, installation of playground and athletic equipment, safety surfacing including playground synthetic turf, basketball, tennis and pickleball courts, and splash parks, plus more. The City of Birmingham has hired Michigan Recreational Construction, Inc. to install swings at Barnum Park and at Lincoln Well Park and has been completely satisfied with their performance.

The Parks and Recreation Board at the June 11, 2019 meeting supported this project and recommended submitting it to the City Commission for their consideration and approval.

Please note that the bid proposal suggests 'Dark Green' as the color for the PIP replacement top cap. After discussion with the Parks and Recreation Board and internally with staff, we will instead be selecting a contrast color to the green turf, based on the current color scheme of the play area, and the contractor will merge it in such a way that it will transition nicely.

Lead-time for ordering the materials is a minimum of 4 weeks. Due to the high volume of use during the summer months along with the time needed for ordering of materials, the projected timeline for this project is planned for mid-September, and project duration will be between five and seven working days.

ATTACHMENTS:

- Attachment A- Agreement including the required Insurance Certificate
- Attachment B- Bidder's Agreement
- Attachment C- Cost Proposal
- Attachment E- Iran Sanctions Act Vendor Certification Form

SUGGESTED RESOLUTION:
To award the Booth Park Turf Hill Repair project, including a portion of the synthetic turf and Poured-In-Place pathway to Michigan Recreational Construction, Inc., in an amount not to exceed $27,593.00. Funds are available from Parks Other Contractual Services account # 101-751.000-811.0000 in the amount of $27,593.00 for these services. Further, to authorize the Mayor and Clerk to sign the agreement on behalf of the City.

ATTACHMENT A - AGREEMENT

For Booth Park PIP Pathway and Synthetic Turf Mound Repair

This AGREEMENT, made this _____day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Michigan Recreational Construction Inc., having its principal office at 1091 Victory Dr., Howell, MI 48843 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Services Department, is desirous of having work completed to remove and replace sections of the synthetic turf mound and PIP Pathway.

WHEREAS, the City has heretofore advertised for bids for the removal and replacement of specific sections of synthetic turf and PIP pathway, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform tree supply and planting.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform repairs at Booth Park and the Contractor's cost proposal dated __May 20th__ 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _$ 27,593_____as set forth in the Contractor's ___May 20th_, 2019 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City

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

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

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

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

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

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

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

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

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

    A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

    C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

    D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

    E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
   1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
   2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
   3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
   5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

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

    City of Birmingham
    Attn: Lauren Wood, Director of Public Services
    851 South Eton
    Birmingham, MI 48009

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

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

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

WITNESSES:

_____

_____

CONTRACTOR MICHIGAN RECREATIONAL CONSTRUCTION, INC.

By: _____

Its: CRAIG A. SHEFFER, PRESIDENT

CITY OF BIRMINGHAM

By: _____
Patricia Bordman
Its: Mayor

By: _____
J. Cherilynn Mynsberge
Its: City Clerk

Approved:

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

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

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

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

MICHREC-02 KANDRICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/6/2019

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
Mourer Foster, Inc
615 N. Capitol Ave.
Lansing, MI 48933

CITY OF BIRMINGHAM
JUN 13 2019
HUMAN RESOURCES

CONTACT NAME: James Slear
PHONE (A/C, No, Ext): (517) 371-2300 219 FAX (A/C, No): (517) 371-7121
E-MAIL ADDRESS: jslear@mourer-foster.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance company	
INSURER B : FREMONT INSURANCE CO	13994
INSURER C : RSUI Indemnity Co.	22314
INSURER D : Hiscox Inc	10200
INSURER E :	
INSURER F :	

INSURED
Michigan Recreational Construction, Inc.
1091 Victory Drive
Howell, MI 48843

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CF8GL00171181	9/13/2018	9/13/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		CAP002400904	9/13/2018	9/13/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NHA084066	9/13/2018	9/13/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP001779504	9/13/2018	9/13/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			ANE1739599.19	5/6/2019	5/6/2020	Errors & Omissions	1,000,000
B	Inland Marine		X	CPP003358404	9/13/2018	9/13/2019	Leased/Rented	100,000

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

The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members including employees and volunteers are included as additional insureds under the commercial general liability portion of the excess liability policy and automobile liability policy for services performed by Michigan Recreational Construction Inc. as their interest may appear if required by written contract with the named insured subject to the terms and conditions of the policies. A 30 day notice of cancellation will be given.

CERTIFICATE HOLDER

City of Birmingham
Attn: Finance Director
PO Box 3001
151 Martin Steel
Birmingham, MI 48012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT B - BIDDER'S AGREEMENT

For Booth Park PIP Pathway and Synthetic Turf Mound Repair

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Craig A. Sheffer	May 20, 2019
BID PREPARED BY (Print Name)	**DATE**
President	May 20, 2019
TITLE	**DATE**
	craig@buildingfun.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Michigan Recreational Construction, Inc.	
COMPANY	
1091 Victory Drive, Howell MI 48843	517.545.7122
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For Booth Park PIP Pathway and Synthetic Turf Mound Repair

In order for the bid to be considered valid, this form must be completed in its entirety. The proposal price shall include all work associated as depicted in the specifications under the scope of work section of this RFP.

The total cost for the proposed Booth Park PIP Pathway and synthetic turf mound repairs, including all labor, materials, and all other expenses provided by the Contractor is $26,609.00.

Voluntary Alternate #1:

Provide additional PIP repair along pathway: Includes replacement of previous PIP repairs with new PIP Top Cap. Approx 40 SF of 100% Dark Green.
ADD: $ 984.00

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Booth Park PIP Pathway and Synthetic Turf Mound Repair

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

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

Craig A. Sheffer	May 20, 2019
PREPARED BY (Print Name)	**DATE**
President	May 20, 2019
TITLE	**DATE**
	craig@buildingfun.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Michigan Recreational Construction, Inc.	
COMPANY	
1091 Victory Drive, Howell MI 48843	517.545.7122
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
38-3403385	
TAXPAYER I.D.#	

City of Birmingham
A Walkable Community

MEMORANDUM

Engineering Department

DATE: **June 18, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Austin W. Fletcher, Assistant City Engineer**

SUBJECT: **Park Street Paving Project**
Contract # 8-19 (P)

INTRODUCTION:

As part of the City's on-going capital improvement plan, Park Street from Oakland Avenue to Hamilton Row is scheduled to be reconstructed in 2019. As part of this project, the right-of-way will be updated to the City's Standard Streetscape to also include new street lights.

BACKGROUND:

Park Street is scheduled to be reconstructed in the summer of 2019. As part of the planning for this project, the existing public utilities and private service leads were evaluated. The existing public utilities are in good condition and adequately sized, no upgrades are planned with the exception of some minor re-working of the existing combined system. All of the existing service leads within the project area have been installed or replaced recently with the oldest completed in 1984.

As reviewed previously by the Multi-Modal Transportation Board (MMTB) and the City Commission, the Multi-Modal Master Plan did not call for any changes on this block. The MMTB recommended enhancements to the crosswalks, including the one located near the southeast corner of the Park Street Structure. The existing three-lane street, which consists of ten (10) foot wide lanes, will be replaced to match the existing condition. Continuing the operation of the northbound left turn lane at the parking structure entrance remains imperative given the strong demand for left turns at this location.

The existing fifty (50) foot right-of-way, once the street is installed, provides space for a relatively narrow 9.5-foot-wide sidewalk, similar to the conditions on the adjacent Hamilton Row. As you may recall, the streetscape was completely upgraded on the entire length of Hamilton Row in 2016. The Park Street Structure Streetscape was upgraded in 2014. To provide a consistent streetscape environment matching both these adjacent areas, the City's Standard Streetscape will be a part of this project, consisting of a five (5) foot wide standard concrete with the sawcut grid pattern used elsewhere, supplemented with a 4.5-foot-wide exposed aggregate strip between the sidewalk and curb. Tree wells will be installed to support existing viable trees, and to add new trees where possible.

In addition, a small 'pocket' park is proposed at the northwest corner of Park & Hamilton where additional right-of-way exists. The 'pocket' park was reviewed by the Architectural Review Committee (ARC) and their comments were incorporated into this project with the assistance from the City's Consultant (MKSK). The 'pocket' park will include two (2) granite benches, raised planter beds and an additional City tree.

The Engineering Department opened bids on June 17, 2019. Five (5) bids were received, as listed on the attached summary. The low bidder was Koala-T Construction, Inc., with their bid of $462,089.75. The Engineer's estimate was $440,000.00.

The Engineering Department has not hired Koala-T Construction for many years, however after verifying their references, we are confident that they are qualified and capable to perform well on this contract.

As is required for all of the City's construction projects, Koala-T Construction, Inc. has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

LEGAL REVIEW:

The Engineering Department follows the Standard Format used for all contracts as required by the City Attorney's Office.

FISCAL IMPACT:

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

Sewer Fund	590-536.001-981.0100	$ 63,033.75
Water Fund	591-537.004-981.0100	$ 500.00
Major Streets Fund	202-449.001-981.0100	$ 265,966.00
Park Street Streetscape SAD	101-444.001-985.7800	$ 132,590.00

SUMMARY:

It is recommended that the Park Street Paving Project, Contract #8-19 (P) be awarded to Koala-T Construction, Inc. of Holly, Michigan in the amount of $462,089.75, to be charged to the various accounted as detailed above.

ATTACHMENTS:

- Bid Summary (1 page)
- Bid Plans (16 sheets)
- February 8, 2019 – ARC Packet (9 pages)
- April 5, 2019 – ARC Packet (9 pages)

SUGGESTED RESOLUTION:

To award the Park Street Paving Project, Contract #8-19 (P) to Koala-T Construction, Inc. in the amount of $462,089.75, to be charged to the following accounts:

Fund	Account Number	Costs
Sewer Fund	590-536.001-981.0100	$ 63,033.75
Water Fund	591-537.004-981.0100	$ 500.00
Major Streets Fund	202-449.001-981.0100	$ 265,966.00
Park Street Streetscape SAD	101-444.001-985.7800	$ 132,590.00

contingent upon execution of the agreement and meeting all insurance requirements.

CITY OF BIRMINGHAM

2019 PARK STREET PAVING PROJECT
CONTRACT # 8-19 (P)

BID SUMMARY

June 17, 2019 - 2:00 PM

Company Name	Addendums	5% Bid Security	Base Bid
Koala-T Construction, Inc.	1 & 2	Bond	**$462,089.75** *
JB Contractors, Inc.	1 & 2	Bond	**$464,183.50** *
HMC, LLC	1 & 2	Bond	$508,019.75
DiPonio Contracting, Inc.	1 & 2	Bond	$845,835.00
Pamar Enterprises, Inc.	1 & 2	Bond	$1,022,187.33
*** Corrected by the Engineer**			

City of Birmingham
A Walkable Community

ENGINEERING DEPARTMENT
PARK STREET PAVING PROJECT
CONTRACT #8-19(P)

SHEET INDEX

COVER SHEET
C1 PAVING AND UTILITY PLAN - PARK ST. P.O.B TO 4+00
C2 PAVING AND UTILITY PLAN - PARK ST. 4+00 TO P.O.E
C3 GRADING PLAN - PARK ST. P.O.B. TO 4+00
C4 GRADING PLAN - PARK ST. 4+00 TO P.O.E.
C5 SIDEWALK RAMP & POCKET PARK GRADING & LANDSCAPING DETAILS - PARK ST.
C6 TEMPORARY ACCESS PLAN FOR PARK ST. PARKING STRUCTURE
C7 PAVEMENT JOINTING, MARKING, AND SIGNAGE PLAN - PARK ST.
C8 EXISTING & PROPOSED ROAD CROSS-SECTIONS - PARK ST.
C9 ADVANCED WARNING SIGNAGE & TRAFFIC DETOUR PLAN
C10 NOTES & DETAILS

Q1 QUANTITIES

CITY OF BIRMINGHAM - SEWER STANDARD DETAILS
CITY OF BIRMINGHAM - WATER STANDARD DETAILS
CITY OF BIRMINGHAM - CBD STREETSCAPE STANDARD DETAILS
CITY OF BIRMINGHAM - OLD BRICK PAVER SIDEWALK DETAILS*

*FOR REFERENCE OF REMOVING BRICK PAVED SIDEWALKS
(INCLUDES BRICKS & BASE CONCRETE PAVING MATERIALS)

WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

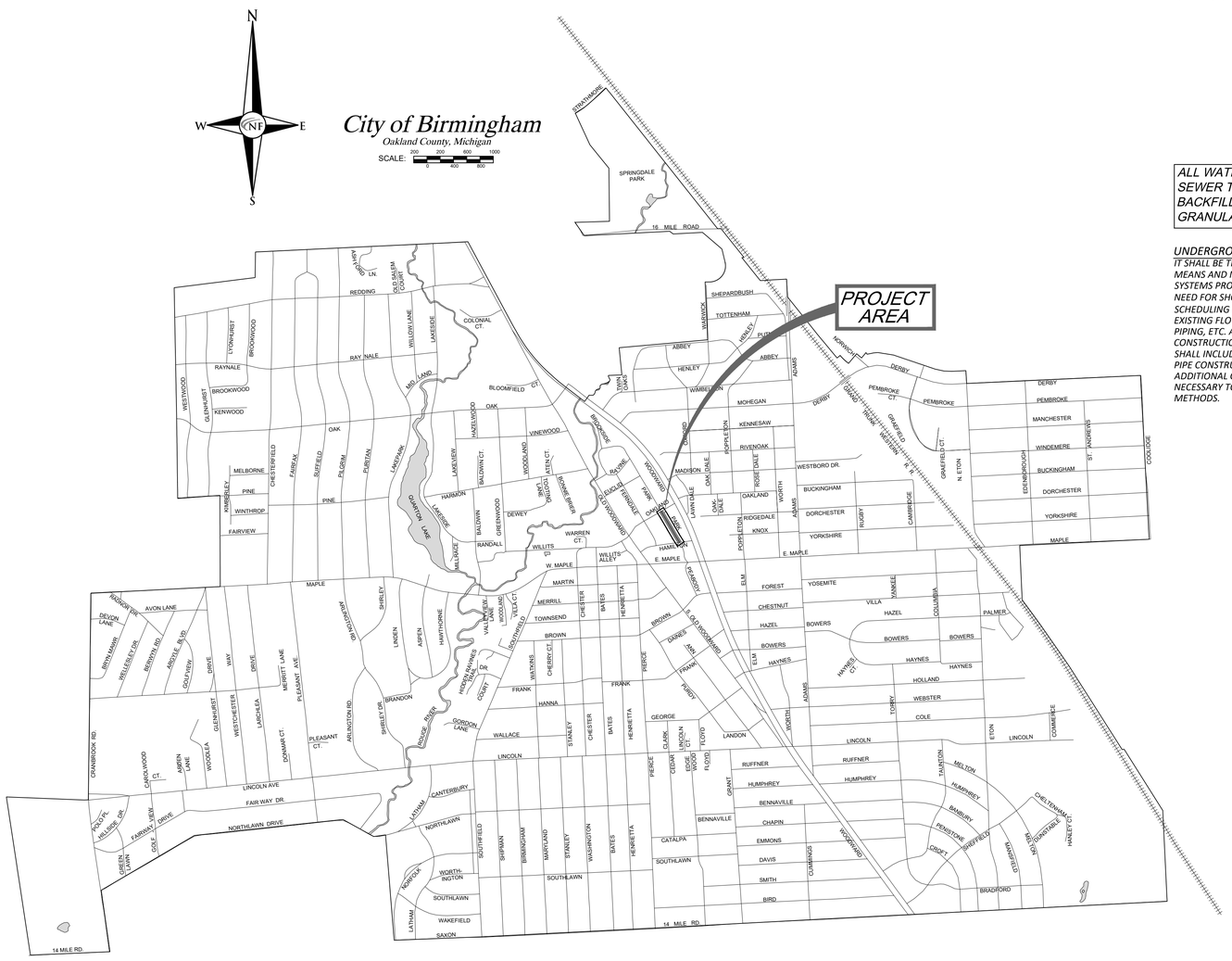
UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

Know what's below
Call before you dig.

BENCHMARK NOTE

BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.



CONSTRUCTION NOTES

These notes shall apply for all work within this contract:

1. The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
2. See the City of Birmingham drawings "Sewer Standard Details" and "Water Main Standard Details" for details of manholes, catch basins, inlets, and related sewer and water main work.
3. All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
4. The joints at the edges of all excavations in the pavement shall be sawcut, or pavement will be removed to existing joints, as directed by the Engineer. There is no separate pay item for saw cutting pavements.
5. The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
6. Catch basin and inlet castings scheduled for replacement, or new construction shall be EJIW 5000Z4 DI / 5000M4 DI Hinged Assembly unless specified otherwise. Manhole castings shall be EJIW 1040-A cover as noted on the detail sheets and plans, unless otherwise specified.
7. Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
8. The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.

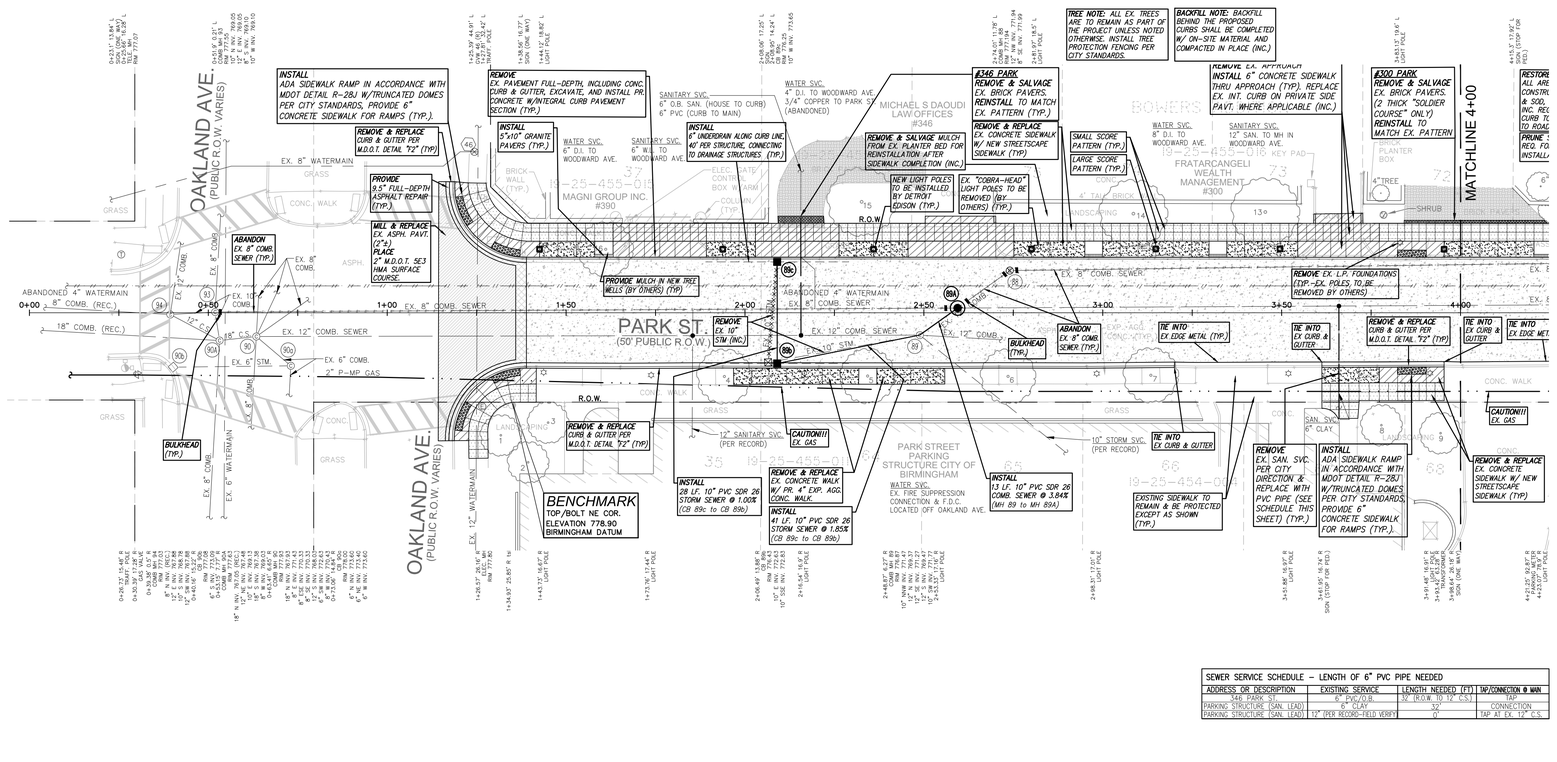
ALL WATER MAIN, STORM AND SEWER TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR (SAND) MATERIAL.

UNDERGROUND PIPE CONSTRUCTION MEANS AND METHODS
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEANS AND METHODS FOR CONSTRUCTING THE UNDERGROUND PIPE SYSTEMS PROPOSED ON THE PLANS, INCLUDING BUT NOT LIMITED TO THE NEED FOR SHORING/BRACING OF TRENCHES, DEWATERING OF TRENCHES, SCHEDULING THE WORK AT OFF PEAK HOURS, AND/OR MAINTAINING EXISTING FLOWS THAT MAY BE ENCOUNTERED VIA PUMPING, BY-PASS PIPING, ETC. AT ALL TIMES DURING CONSTRUCTION UTILIZING CONSTRUCTION METHODS ACCEPTABLE TO THE CITY. THE CONTRACTOR SHALL INCLUDE ALL COSTS PERTAINING TO SUCH MEANS AND METHODS OF PIPE CONSTRUCTION IN BID PRICES, AND SHALL NOT BE PAID ANY ADDITIONAL COMPENSATION BEYOND WHAT IS BID IF IT BECOMES NECESSARY TO IMPLEMENT ANY OF THE AFORE SAID MEANS AND METHODS.

PARK STREET PAVING PROJECT
CONTRACT #8-19(P)

APPROVED DATE

June 3, 2019



SEWER STRUCTURE SCHEDULE

94 *MAINTAIN*
0+39.38' 0.5' R
COMB MH 94
RIM 777.03
8" N INV. (REC.)
12" E INV. 767.88
10" S INV. 768.78
12" SW INV. 767.88

93 *BULKHEAD*
0+51.9' 0.21' L
COMB MH 93
RIM 777.55
10" N INV. 769.05
12" E INV. 769.05
8" S INV. 769.10 *(BULKHEAD)*
10" W INV. 769.10

90A *MAINTAIN*
0+53.15' 7.77' R
COMB MH 90A
RIM 777.63
18" N INV. 767.05 (REC.)
12" NE INV. 767.48
10" E INV. 769.13
18" S INV. 767.38
8" W INV. 769.03

90 *MAINTAIN*
0+63.41' 6.65' R
COMB MH 90
RIM 777.93
18" N INV. 767.93
8" E INV. 771.43
8" ESE INV. 770.33
8" SE INV. 770.33
12" S INV. 768.03
6" SW INV. 772.63
8" W INV. 770.43

90a *MAINTAIN*
0+73.06' 14.84' R
CB 90a
RIM 778.00
6" N INV. 773.60
6" NE INV. 773.40
6" W INV. 773.60

90b *MAINTAIN*
0+40.16' 15.22' R
CB 90b
RIM 777.08
6" S INV. 773.09

89 *TAP, BULKHEAD, & ADJUST*
2+48.87' 6.27' R
COMB MH 89
RIM 776.87
PR. RIM 776.75
10" NNW INV. 771.47 *(REMOVE)*
12" N INV. 769.37 *(MAINTAIN)*
12" SE INV. 771.27 *(BULKHEAD)*
12" S INV. 769.47 *(MAINTAIN)*
10" SW INV. 771.77 *(MAINTAIN)*
PR. 10" NNW INV. 771.47 (TAP)
PR. 10" S.E. INV. 770.00 (TAP)

89A *INSTALL*
PR STA 02+59.43, 13.26' L
CONSTRUCT 4' DIA. COMB. MH OVER EX. SEWER
PR RIM 776.84
EX. 8" N./S. INV 770.65
(ABANDON NORTH; RE-CONNECT SOUTH)
PR. 10" N.W. INV 770.50

89b *REMOVE & REPLACE*
2+06.49' 13.88' R
CB 89b
RIM 776.43
W/ 4' DIA. CB W/ 2' SUMP
PR STA 2+09.00, 14.20' R
PR. RIM 776.20
10" E INV. 772.63 *(REMOVE)*
10" SSE INV. 772.83 *(REMOVE)*
PR. 10" E INV. 772.22
PR. 10" SSE INV. 772.22 (TRAP)

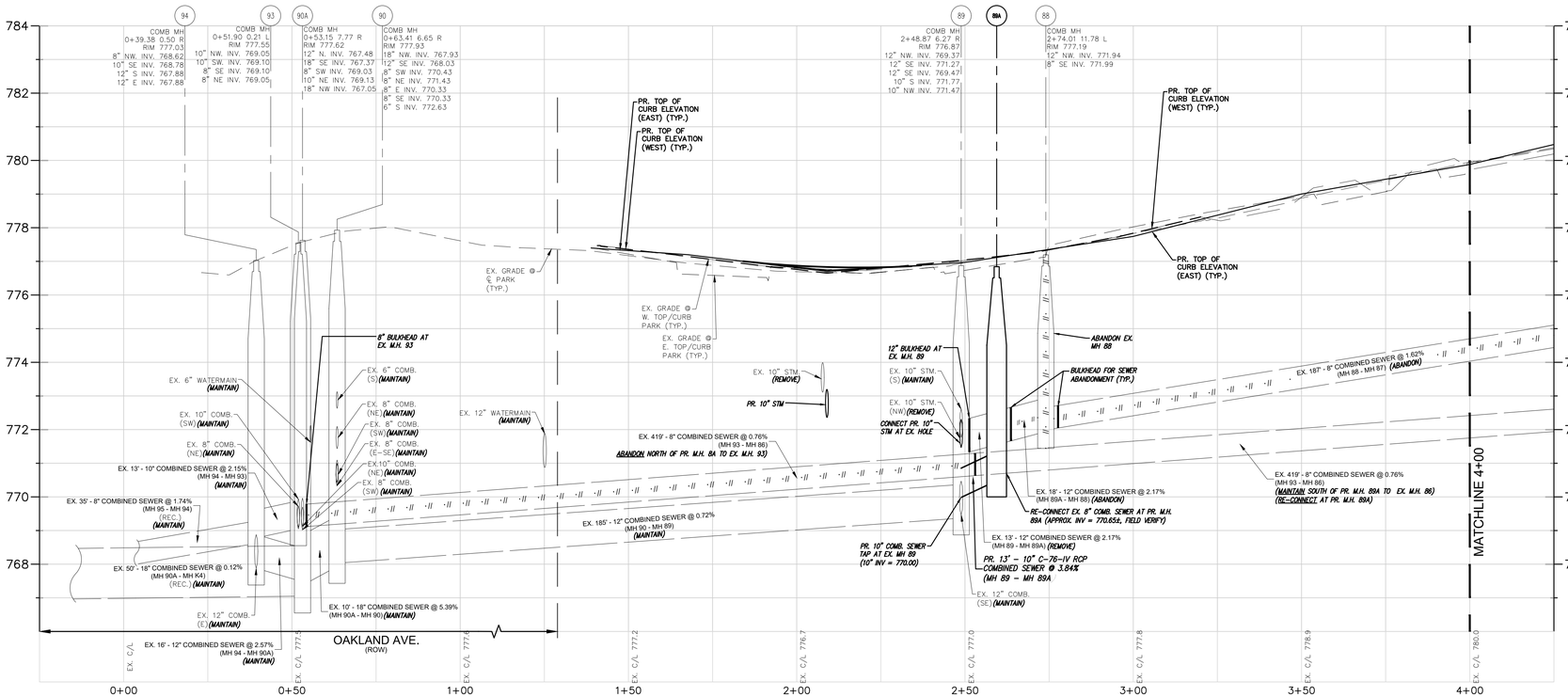
89c *REMOVE AND REPLACE*
2+08.95' 14.24' L
CB 89c
RIM 776.25
W/ 2' DIA. STORM INLET
PR STA 2+09.00, 14.20' L
PR. RIM 776.25
10" W INV. 773.65 *(REMOVE)*
PR. 10" W INV. 772.50

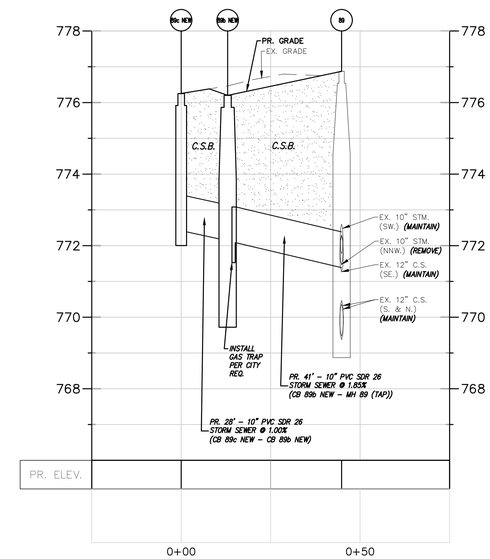
88 *ABANDON*
2+74.01' 11.78' L
COMB MH 88
RIM 777.19
12" NW INV. 771.94 *(ABANDON)*
8" SE INV. 771.99 *(ABANDON)*

WATER MAIN SCHEDULE

46 *MAINTAIN*
1+25.39' 44.91' L
GVW 46 (R)

SEWER SERVICE SCHEDULE – LENGTH OF 6" PVC PIPE NEEDED			
ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	TAP/CONNECTION @ MAIN
346 PARK ST.	6" PVC/O.B.	32' (R.O.W. TO 12' C.S.)	TAP
PARKING STRUCTURE (SAN. LEAD)	8" CLAY	32'	CONNECTION
PARKING STRUCTURE (SAN. LEAD)	12" (PER RECORD-FIELD VERIFY)	0'	TAP AT EX. 12" C.S.





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EXISTING SAN./COMB SEWER
EXISTING WATER MAIN
EXISTING STORM SEWER
EXISTING BURIED CABLES
EXISTING GAS MAIN
OVERHEAD LINES
(RECORD) CURB STOP LOCATION (APPROX.)
LANDSCAPE BED
EX. SOIL BORING
PUBLIC PHONE
WELL
PUMP
SIGN
POST/BOLLARD
PARKING METER
MAIL BOX
ROCK/BOULDER
SPRINKLER VALVE BOX
SPRINKLER HEAD
FOUND PROPERTY MARKER
GROUND ELEVATION
EX. PAVERS
PR. CURB REPAIRS
PR. FULL-DEPTH ASPH. REPAIR
PR. PARTIAL-DEPTH ASPH. REPAIR
PR. 8" CONC. PAVT. W/ INT. CURB
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Contract #8-19(P)

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Birmingham, MI 48012

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Park Street
P.O.B. to Sta. 4+00

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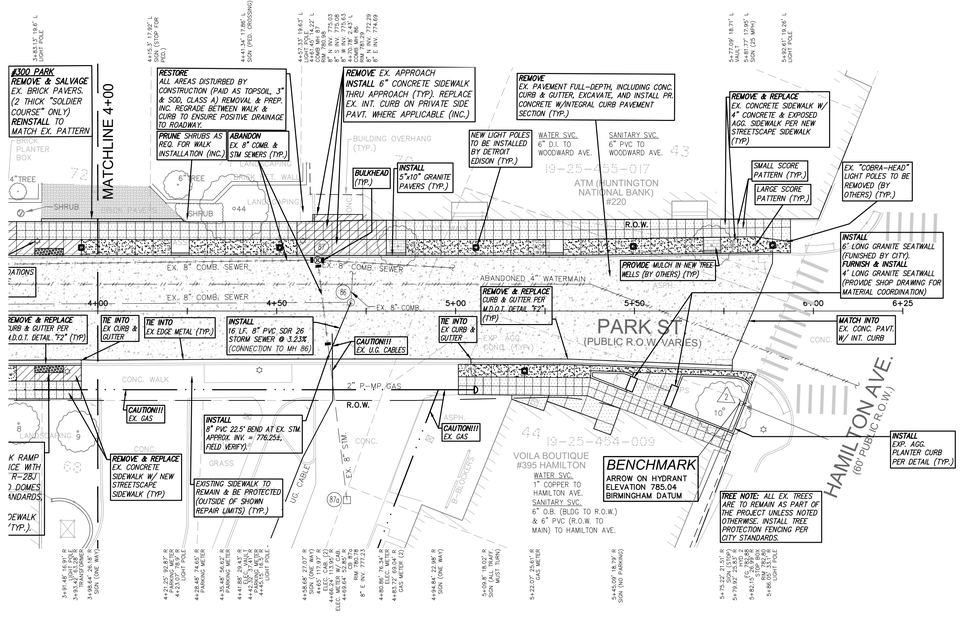
DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-04-2019
SCALE: 1" = 20'

NFE JOB NO. K720
SHEET NO. C1



SEWER STRUCTURE SCHEDULE

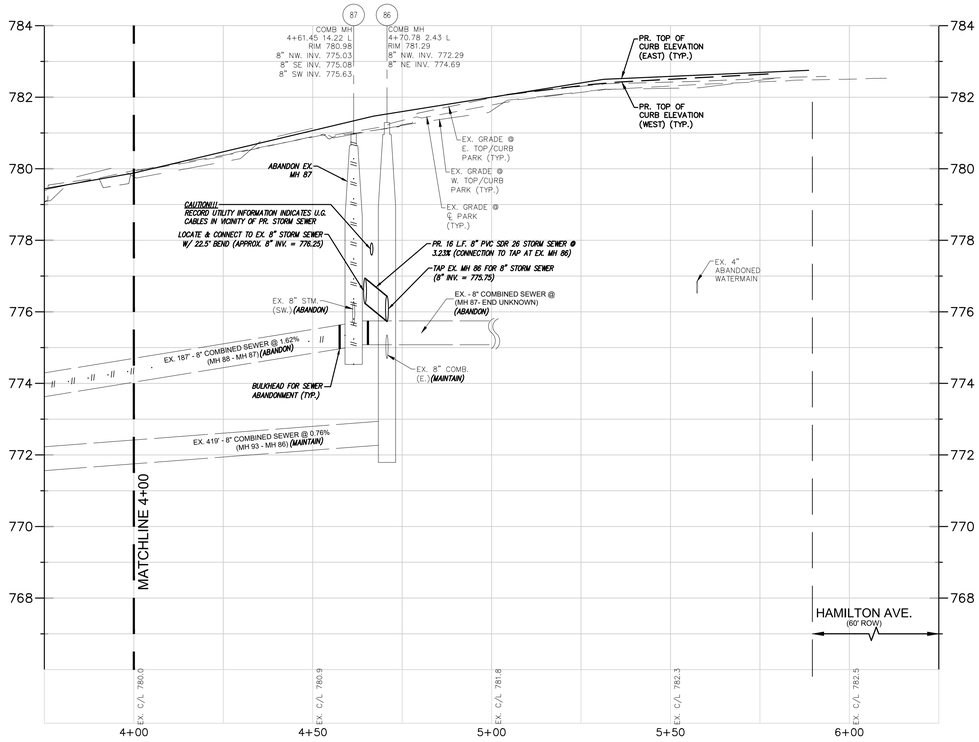
(87) **ABANDON**
4+61.45' 14.22' L
COMB MH 87
RIM 780.98
8" N INV. 775.03 *(ABANDON)*
8" S INV. 775.08 *(ABANDON)*
8" W INV. 775.63 *(ABANDON)*

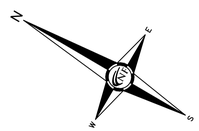
(86) **TAP & ADJUST**
4+70.78' 2.43' L
COMB MH 86
RIM 781.29
PR. RIM 781.20
8" N INV. 772.29 *(MAINTAIN)*
8" E INV. 774.69 *(MAINTAIN)*
PR. 8" W INV. 775.75 (TAP)

(87a) **MAINTAIN**
4+69.64' 52.85' R
CB 87a
RIM 780.78
8" E INV. 777.23

WATER MAIN SCHEDULE

(2) **ADJUST**
5+79.92' 25.83' R
HYD 2
EX. FG 782.88
PR. F.G. 783.38





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- R/CB / MANHOLE / CB / END SECTION — EXISTING STORM SEWER
- ELEC. METER / ELECTRIC MANHOLE / TELEPHONE MANHOLE — EXISTING BURIED CABLES
- GAS METER / GAS MARKER / GAS VALVE — EXISTING GAS MAIN
- UTILITY POLE / STRAIN POLE / LIGHT POLE / GUY WIRE — OVERHEAD LINES
- (RECORD) CURB STOP LOCATION (APPROX.)
- LS LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
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- PARKING METER
- MAIL BOX
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- SPRINKLER VALVE BOX
- SPRINKLER HEAD
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- ×000.00 GROUND ELEVATION
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G. Viju

DESIGNED BY:
P.Tulikangas

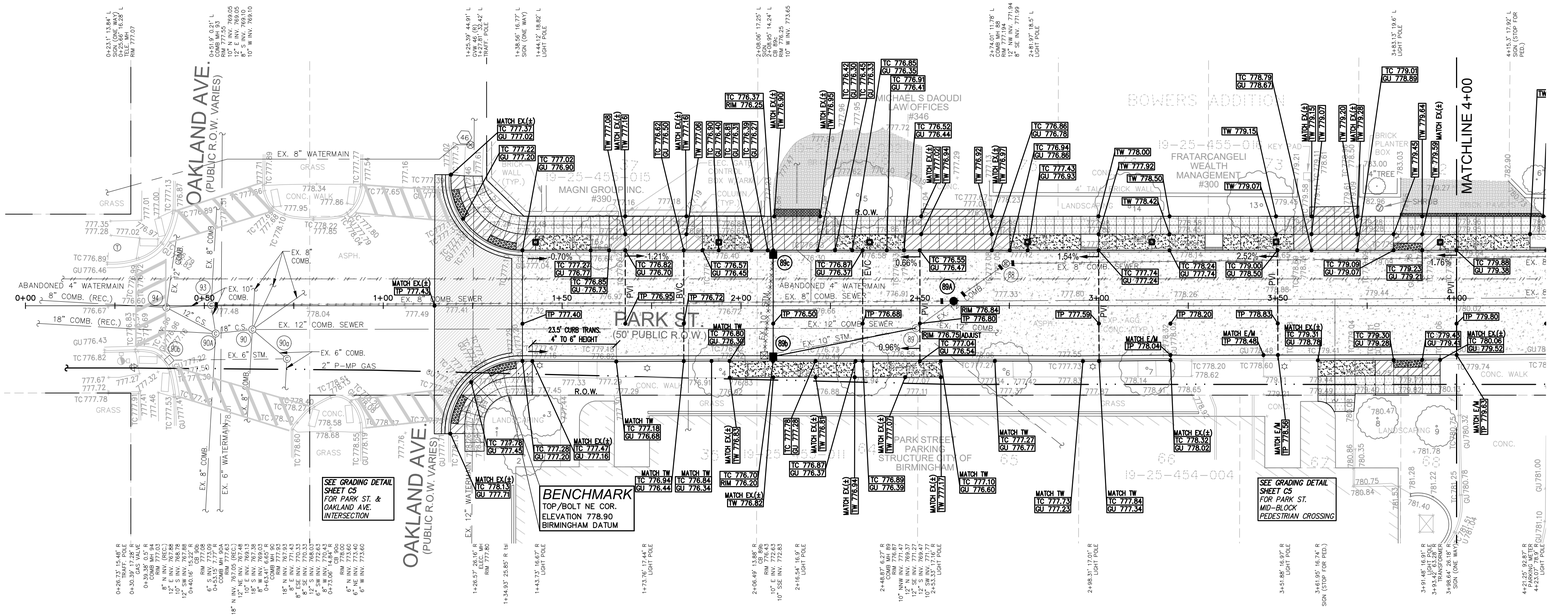
APPROVED BY:
B. Buchholz

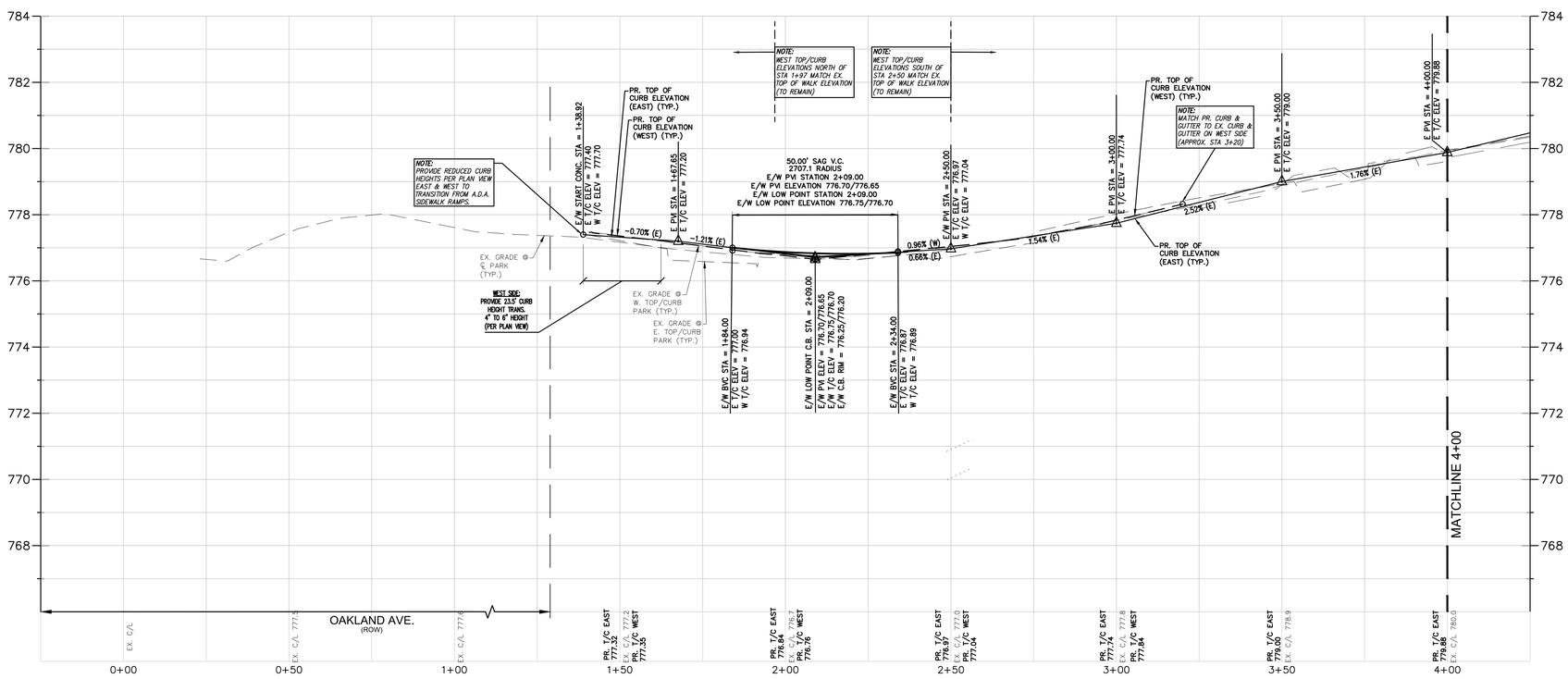
DATE:
03-04-2019

SCALE: 1" = 20'
20 10 0 10 20 30

NFE JOB NO. **K720**

SHEET NO. **C2**





Ex. Tree Information

Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
1	Malus spp.	Crabapple spp.	7	Fair	Competition, trunk canker
2	Malus spp.	Crabapple spp.	9	Good	
3	Malus spp.	Crabapple spp.	8	Fair	Epicormic branching, trunk canker
4	Gleditsia triacanthos	Honeylocust	11	Good	
5	Acer rubrum	Red Maple	3	Fair	Mechanical damage on truck
6	Pyrus calleryana	Bradford Pear	2	Good	
7	Gleditsia triacanthos	Honeylocust	2	Good	
8	Malus spp.	Crabapple spp.	11	Fair	Cankers, dieback, epicormic branching
9	Malus spp.	Crabapple spp.	10	Fair	Seam, cankers, epicormic branching
13	Gleditsia triacanthos	Honeylocust	20	Good	
14	Gleditsia triacanthos	Honeylocust	22	Good	
15	Gleditsia triacanthos	Honeylocust	26	Good	

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DATE: 03-04-2019
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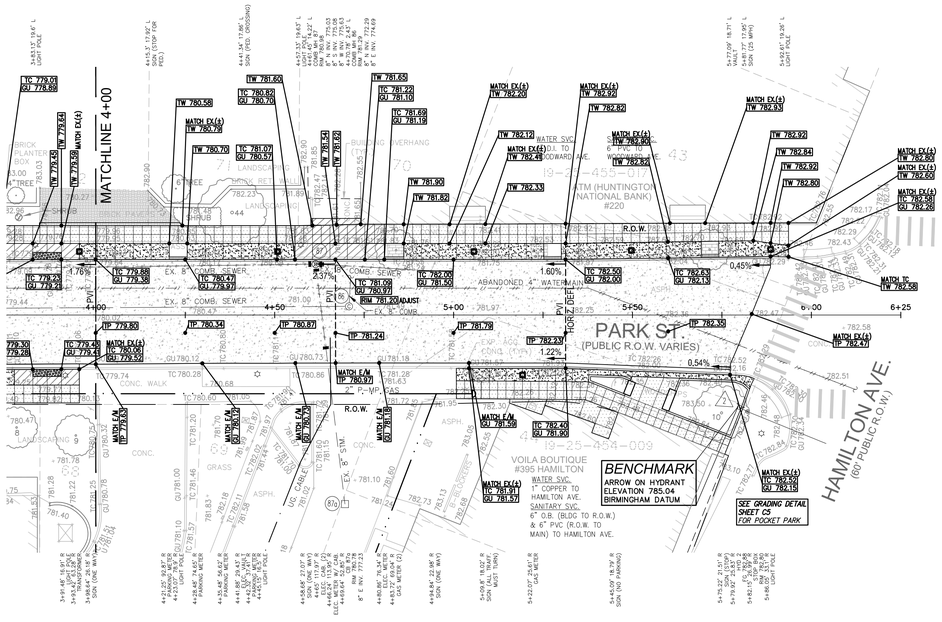
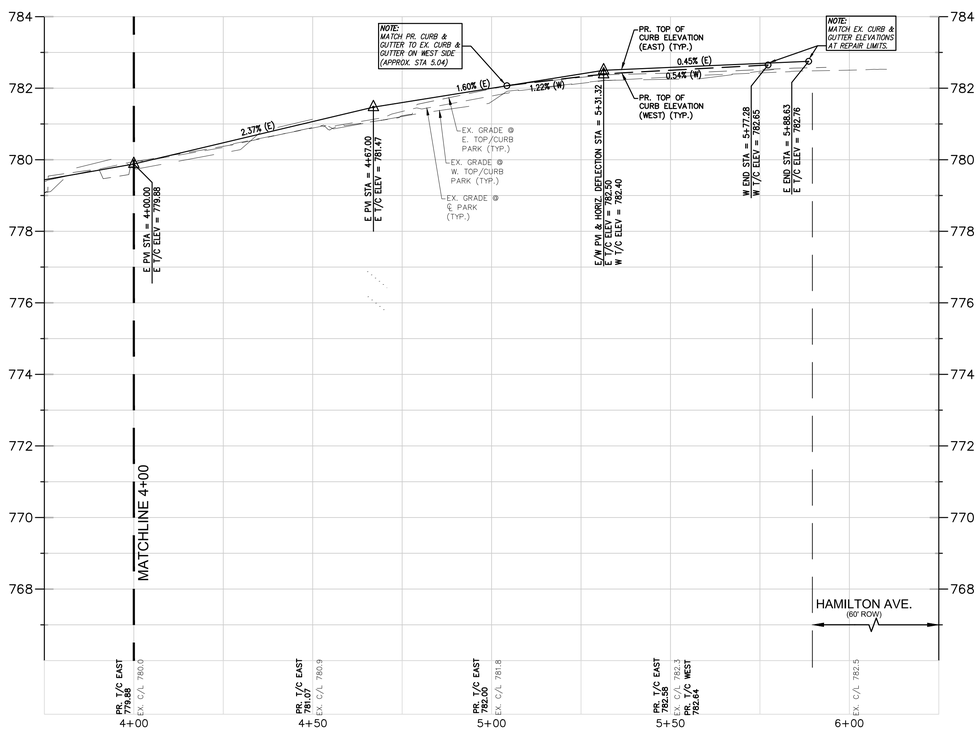
NFE JOB NO. K720
SHEET NO. C3





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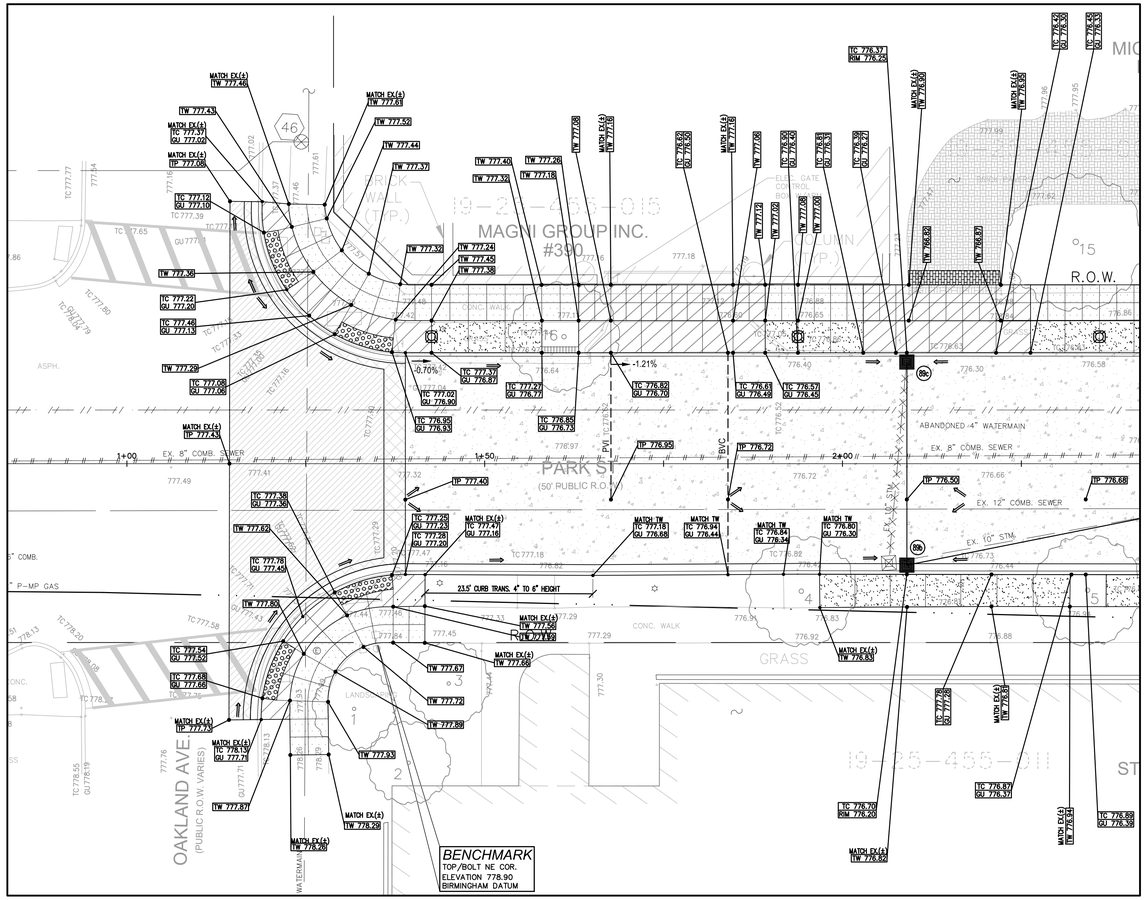
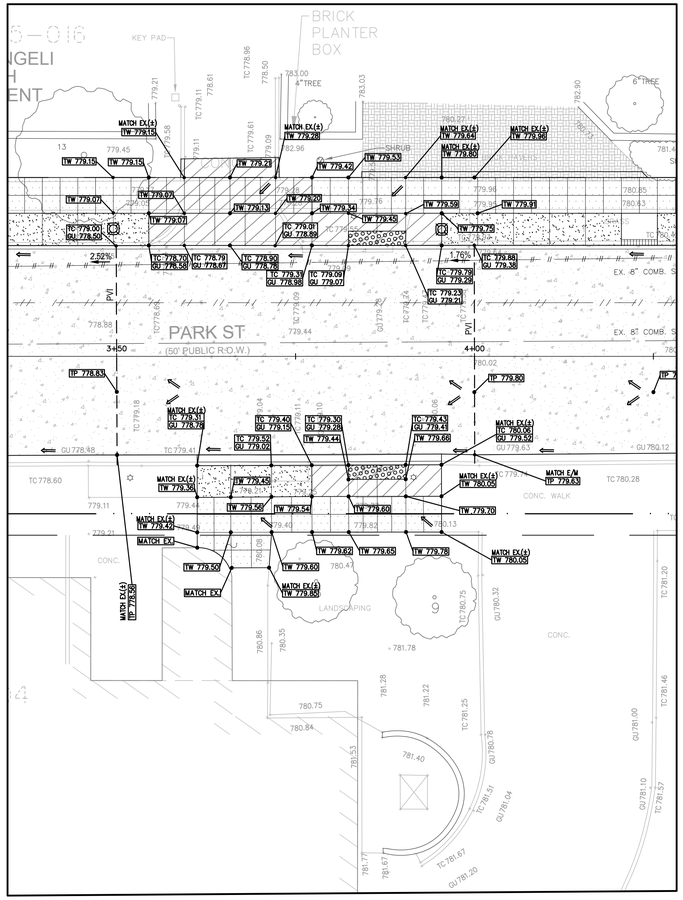
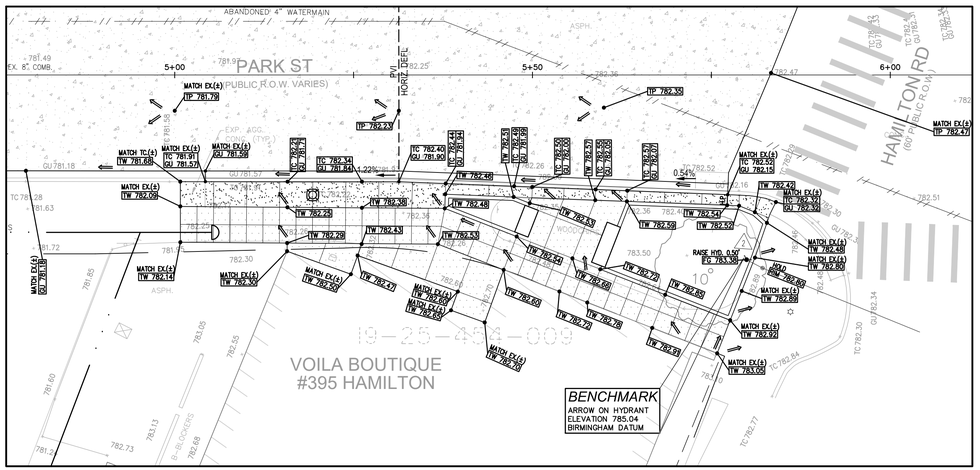
SHEET NO. C4



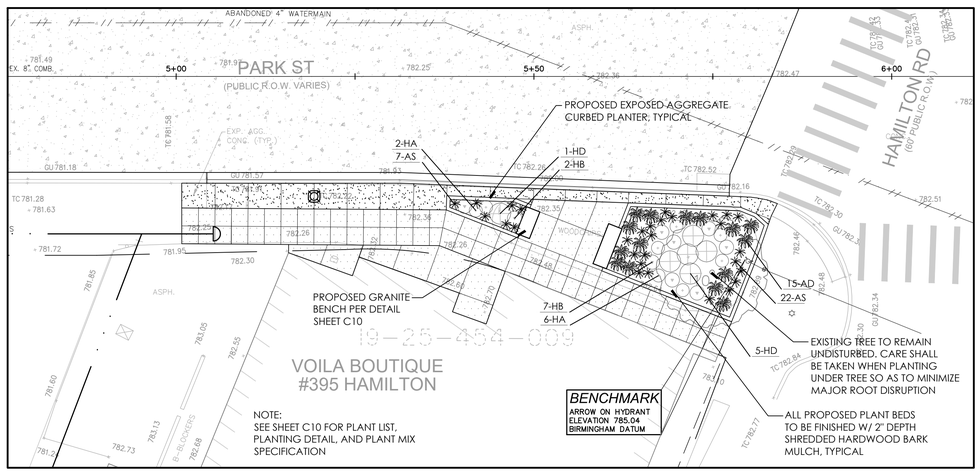
PARK ST. & OAKLAND AVE. INTERSECTION W/ #390 PARK ST. APPROACH
GRADING DETAIL
SCALE 1" = 10'



PARK ST. MID-BLOCK CROSSING
GRADING DETAIL
SCALE 1" = 10'



PARK ST. & HAMILTON AVE. POCKET PARK
GRADING DETAIL
SCALE 1" = 10'



PARK ST. & HAMILTON AVE. POCKET PARK
PLANTING DETAIL
SCALE 1" = 10'

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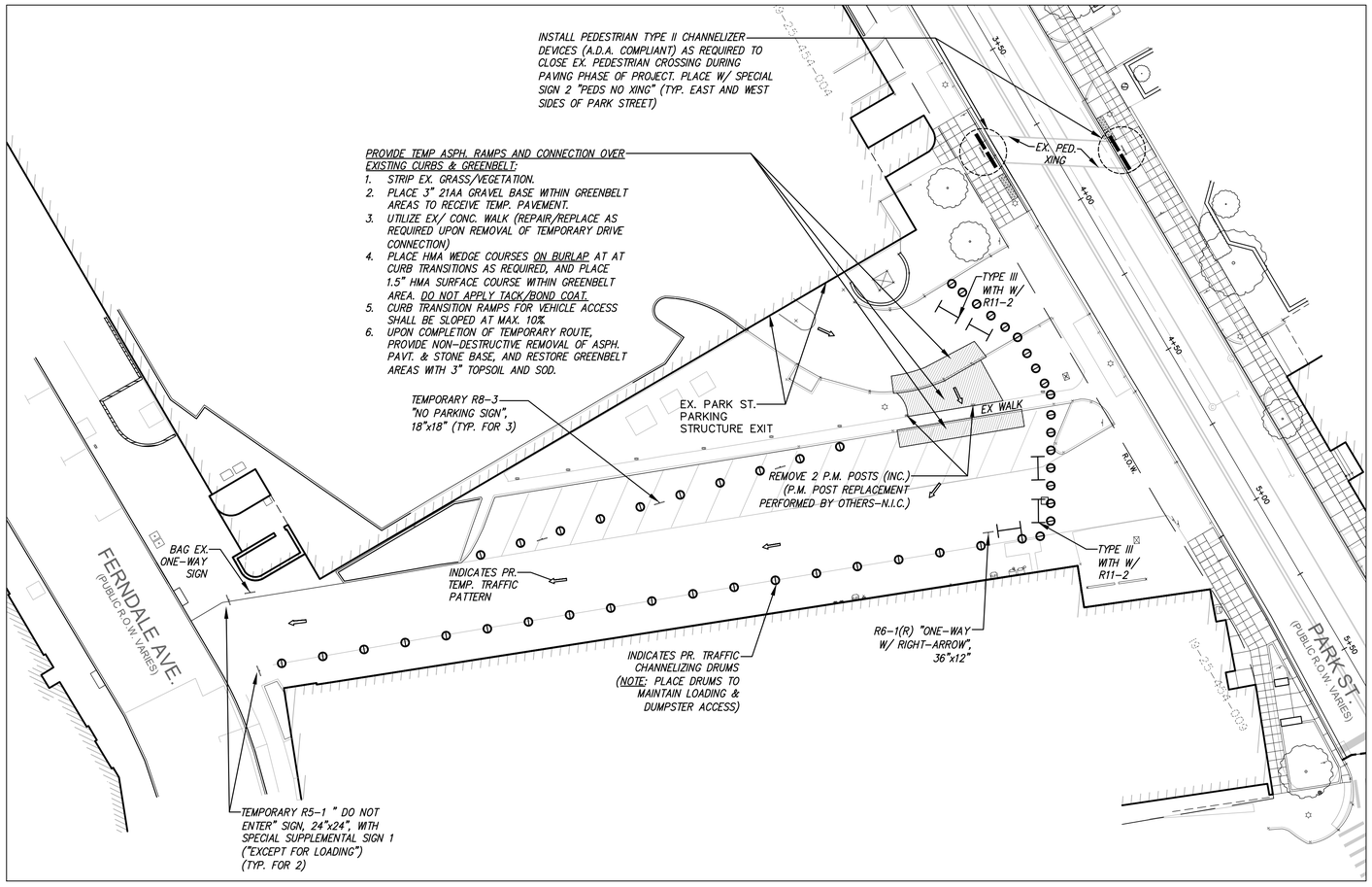
Sidewalk Ramp & Pocket Park
Grading and Landscaping
Details - Park St.

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
04-08-19	CITY REVIEW
05-28-19	REVISED PER CITY
06-03-19	BIDS

DRAWN BY:
C. Danielsen
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
03-04-2019
SCALE: 1" = 10'

NFE JOB NO. K720
SHEET NO. C5



SIGN DETAIL - R5-1
N.T.S.

SIGN DETAIL - R8-3
N.T.S.

SIGN DETAIL - R6-1R
N.T.S.

TEMPORARY ACCESS PLAN NOTES:
1. CONTRACTOR SHALL MAINTAIN PARK STREET PARKING STRUCTURE EXIT LANES TO PARK STREET DURING UNDERGROUND PHASE OF THE PROJECT, AND TURN ALL EXITING TRAFFIC LEFT OR RIGHT ONTO PARK STREET AS REQUIRED.
2. CLOSURE OF EXIT AS DEPICTED ON THIS PLAN SHALL BE SET-UP AND IMPLEMENTED DURING THE ENTIRE PAVING PHASE OF THE PROJECT.

24" x 18"
SPECIAL SUPPLEMENTAL SIGN 1
BLACK LEGEND ON ORANGE BACKGROUND

24" x 18"
SPECIAL SUPPLEMENTAL SIGN 2
BLACK LEGEND ON ORANGE BACKGROUND

SPECIAL ADVANCED WARNING SIGN QUANTITIES			
DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SPEC. SIGN 1	EXCEPT FOR LOADING	24"x18"	2
SPEC. SIGN 2	PEDS NO XING	24"x18"	2
STANDARD ADVANCED WARNING SIGN QUANTITIES AS SHOWN			
DESIGNATION	DESCRIPTION	SIZE	QUANTITY
R11-2	ROAD CLOSED	36"x24"	2
R6-1(R)	ONE WAY WITH ARROW (RIGHT)	36"x12"	1
R8-3	NO PARKING	18"x18"	3
R5-1	DO NOT ENTER	24"x24"	2

GENERAL TRAFFIC & SIGNAGE NOTES

1. PLACE TRAFFIC CONTROL DEVICES AS SPECIFIED, OR AS OTHERWISE DIRECTED BY THE CITY OF BIRMINGHAM, INCLUDING ADVANCE WARNING SIGNS AND BARRICADES NOT SPECIFIED ON THIS DIAGRAM. CONTRACTOR/INSPECTOR MUST ACCOMPANY TRAFFIC SIGN SUBCONTRACTOR DURING PLACEMENT OF SIGNS THROUGHOUT VARIOUS TRAFFIC CONTROL CHANGES.
2. ALL SIGNS AND BARRICADING SHALL BE IN ACCORDANCE WITH CURRENT M.M.U.T.C.D. AND M.D.OT. SPECIFICATIONS AND TRAFFIC TYPICALS, INCLUDING PLACEMENT OF ADDITIONAL REQUIRED SIGNS/BARRICADES NOT DEPICTED ON THESE PLANS TO CONTROL TRAFFIC, LANE SHIFTS, ETC.
3. ADVANCE WARNING SIGNS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE NEW ROAD (OR A PORTION THEREOF) IS READY TO BE OPENED FOR TRAFFIC AS DETERMINED BY THE CITY.
4. ERECT, REMOVE, AND/OR MAINTAIN ALL ADVANCE WARNING/DETOUR SIGNAGE AS DIRECTED BY THE CITY.

LEGEND

- PEDESTRIAN TYPE II CHANNELIZER
- TYPE III BARRICADES
- ADVANCED WARNING SIGN
- DETOUR ROUTE
- TRAFFIC CHANNELIZING DRUMS
- TEMP. ASPHALT RAMPS & CONNECTION OVER GREEN BELT

NOWAK & FRAUS ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SEAL

PROJECT
Park Street Paving Project
Contract #8-19(P)

CLIENT
City of Birmingham
A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast ¼
of Section 25
Town 2 North,
Range 10 East,
City of Birmingham,
Oakland County, Michigan

SHEET
Temporary Access Plan
for Park St. Parking
Structure

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04-08-19	CITY REVIEW
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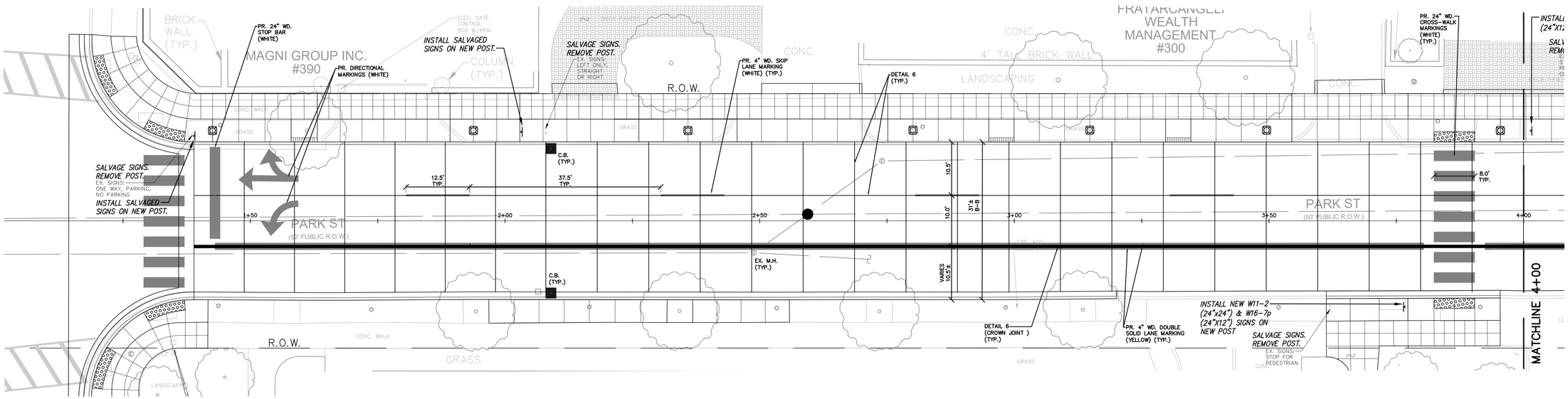
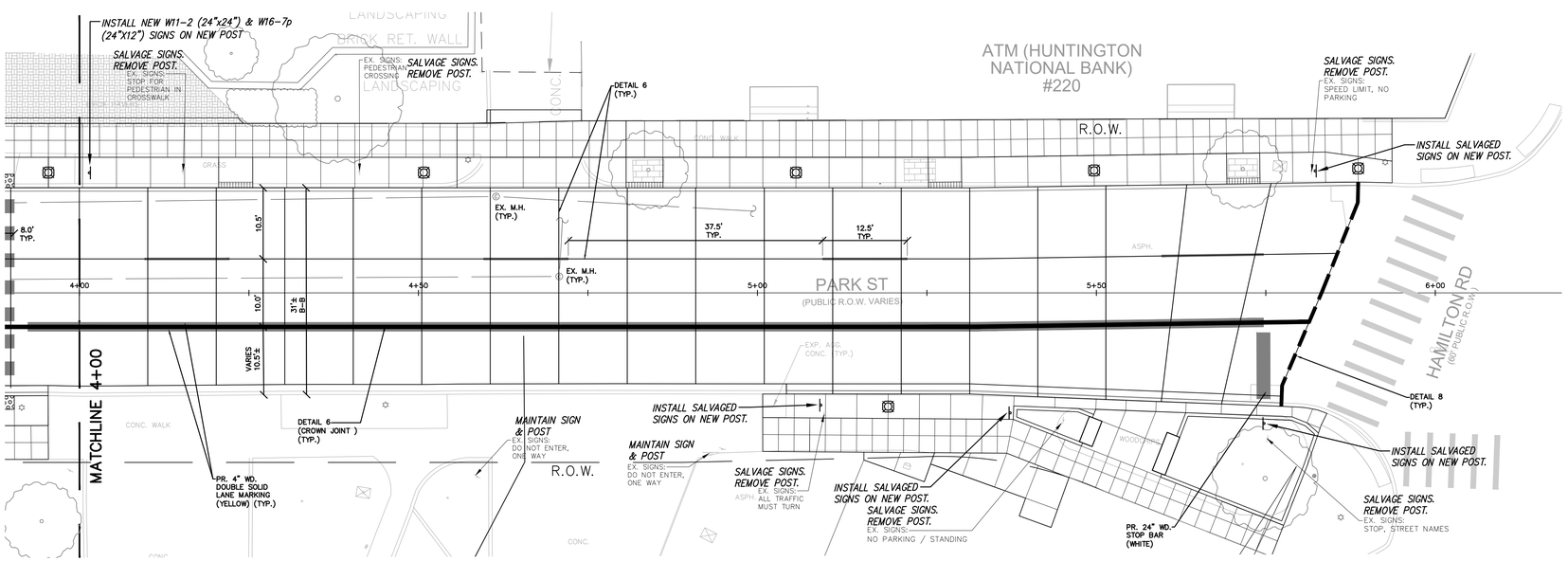
06-03-19	BIDS

DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-04-2019
SCALE: 1" = 20'

NFE JOB NO. K720
SHEET NO. C6



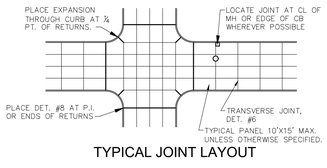


SIGN DETAIL -W11-2

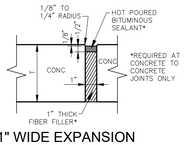
N.T.S.

SIGN DETAIL -W16-7p

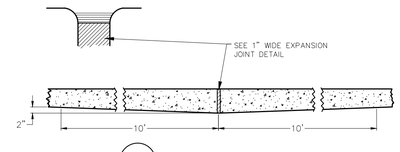
N.T.S.



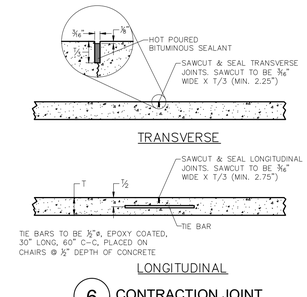
TYPICAL JOINT LAYOUT



1" WIDE EXPANSION JOINT DETAIL



8 EXPANSION JOINT



6 CONTRACTION JOINT

SIGNAGE NOTES

EXISTING SIGNS SHALL REMAIN IN PLACE UNLESS THEY ARE ARE REQUIRED TO BE REMOVED TO ACCOMMODATE PROPOSED CONSTRUCTION.

USE APPROPRIATE PAY ITEMS TO SALVAGE EXISTING SIGNS AND INSTALL ON NEW POST IF REQUIRED.

PAVEMENT JOINT NOTES

REFER TO THE CITY OF BIRMINGHAM STANDARD PAVING DETAILS FOR ALL JOINT DETAILS.

INSTALL DETAIL #6 JOINTS FOR ALL TRANSVERSE JOINTS.

EXPANSION JOINTS SHALL BE 1", UNLESS OTHERWISE DIRECTED BY THE CITY.

TRANSVERSE SIDEWALK EXPANSION JOINTS SHALL BE PLACED EVERY FIFTY (50) FEET OR AS OTHERWISE DIRECTED BY THE CITY.

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SEAL

PROJECT
Park Street Paving Project
Contract #8-19(P)

CLIENT
City of Birmingham
A Walkable Community

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast ¼
of Section 25
Town 2 North,
Range 10 East,
City of Birmingham,
Oakland County, Michigan

SHEET
Paving Jointing, Marking
& Signage Plan
Park St.
Sta. P.O.B. to P.O.E.

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05-28-19	REVISED PER CITY
06-03-19	BIDS

DRAWN BY:
C. Danielsen

DESIGNED BY:
P. Tulikangas

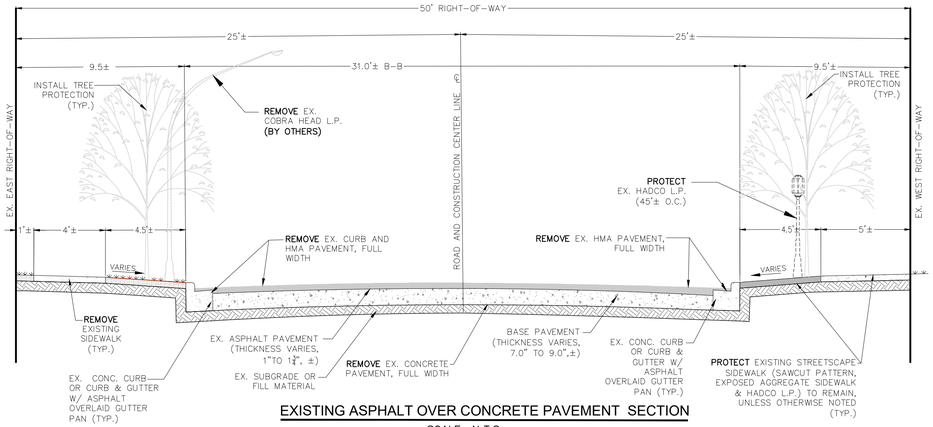
APPROVED BY:
B. Buchholz

DATE:
03-04-2019

SCALE: 1" = 10'

NFE JOB NO. K720

SHEET NO. C7

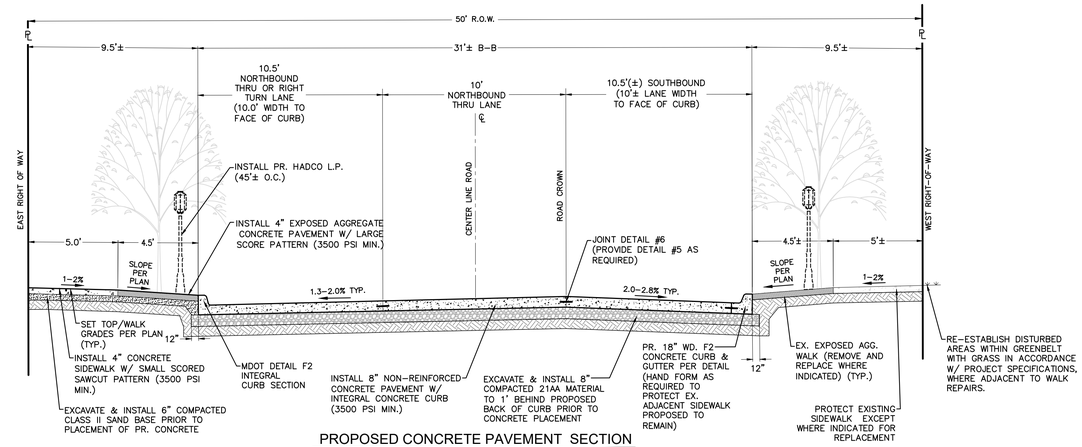


EXISTING ASPHALT OVER CONCRETE PAVEMENT SECTION

SCALE: N.T.S.

PARK STREET

APPLIES TO: STA P.O.B. TO 3+20
(OAKLAND TO HAMILTON AVE.)

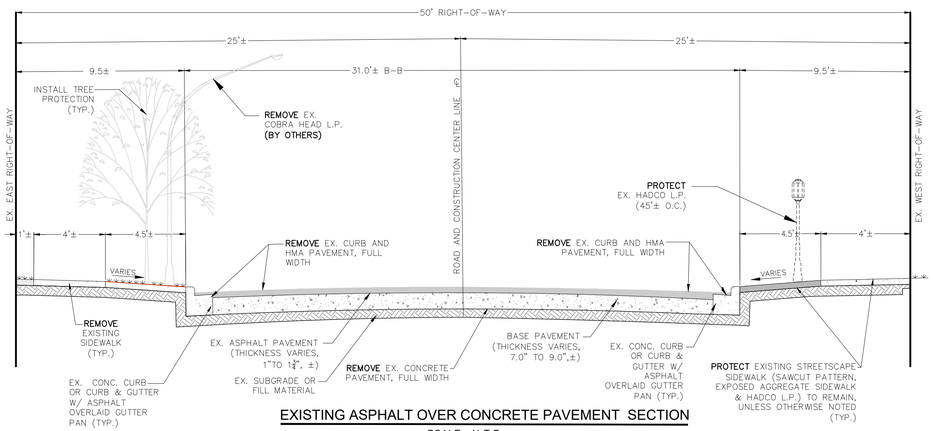


PROPOSED CONCRETE PAVEMENT SECTION

SCALE: N.T.S.

PARK STREET

APPLIES TO: STA P.O.B. TO 3+20
(OAKLAND TO HAMILTON AVE.)

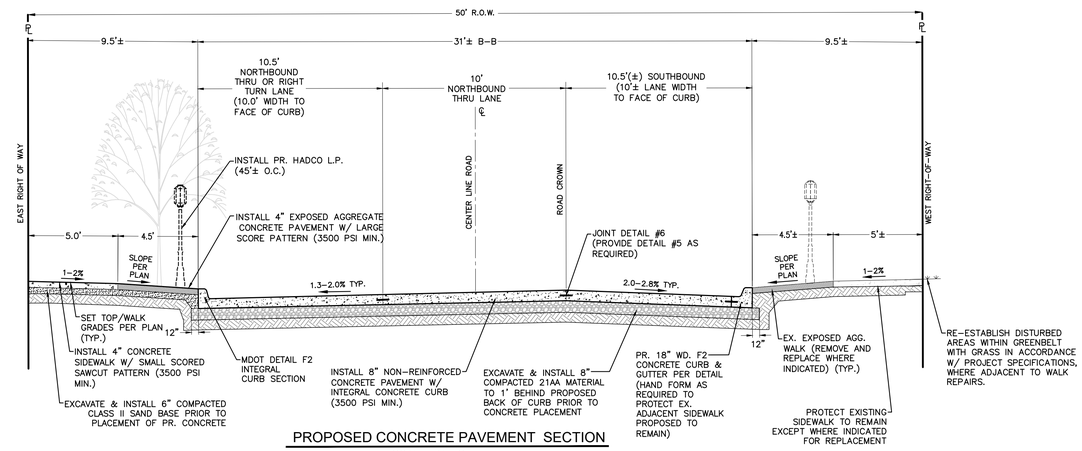


EXISTING ASPHALT OVER CONCRETE PAVEMENT SECTION

SCALE: N.T.S.

PARK STREET

APPLIES TO: STA 3+20 TO 5+04.
(OAKLAND TO HAMILTON AVE.)

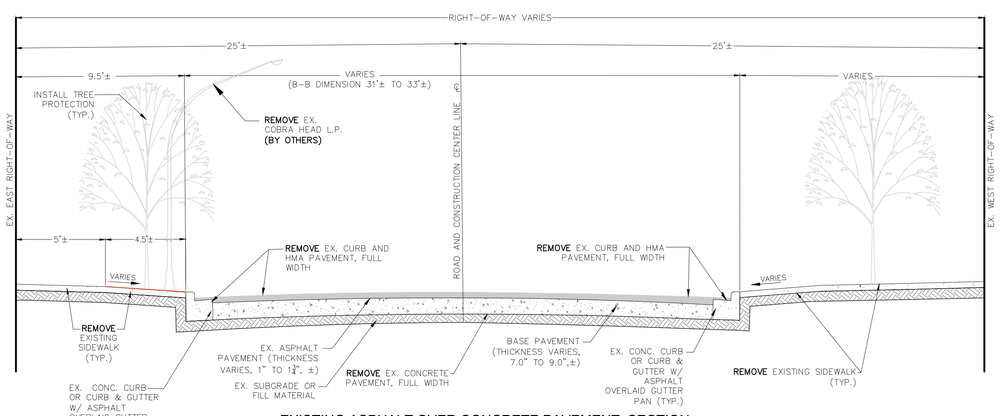


PROPOSED CONCRETE PAVEMENT SECTION

SCALE: N.T.S.

PARK STREET

APPLIES TO: STA 3+20 TO 5+04.
(OAKLAND TO HAMILTON AVE.)

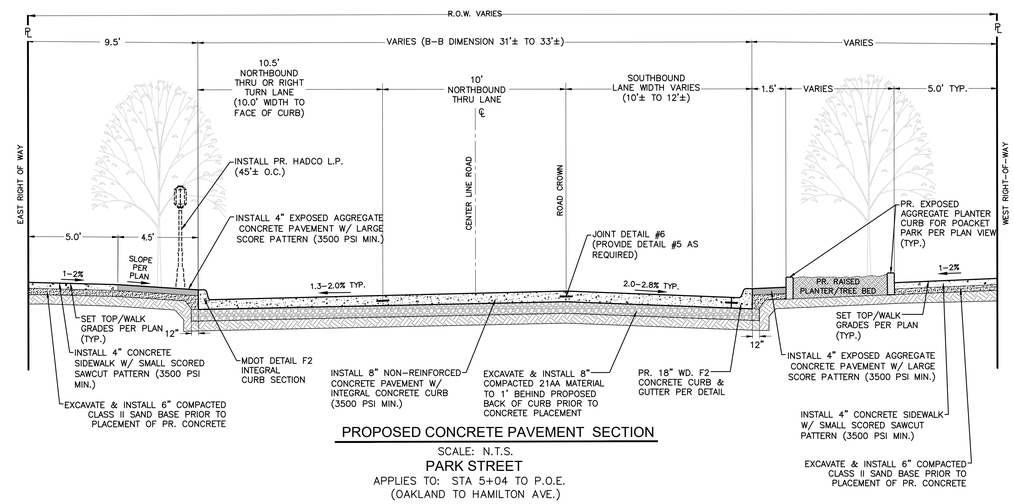


EXISTING ASPHALT OVER CONCRETE PAVEMENT SECTION

SCALE: N.T.S.

PARK STREET

APPLIES TO: STA 5+04 TO P.O.E.
(OAKLAND TO HAMILTON AVE.)



PROPOSED CONCRETE PAVEMENT SECTION

SCALE: N.T.S.

PARK STREET

APPLIES TO: STA 5+04 TO P.O.E.
(OAKLAND TO HAMILTON AVE.)

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PROJECT
Park Street Paving Project
Contract #2-19(P)

CLIENT
City of Birmingham
A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast ¼
of Section 25
Town 2 North,
Range 10 East,
City of Birmingham,
Oakland County, Michigan

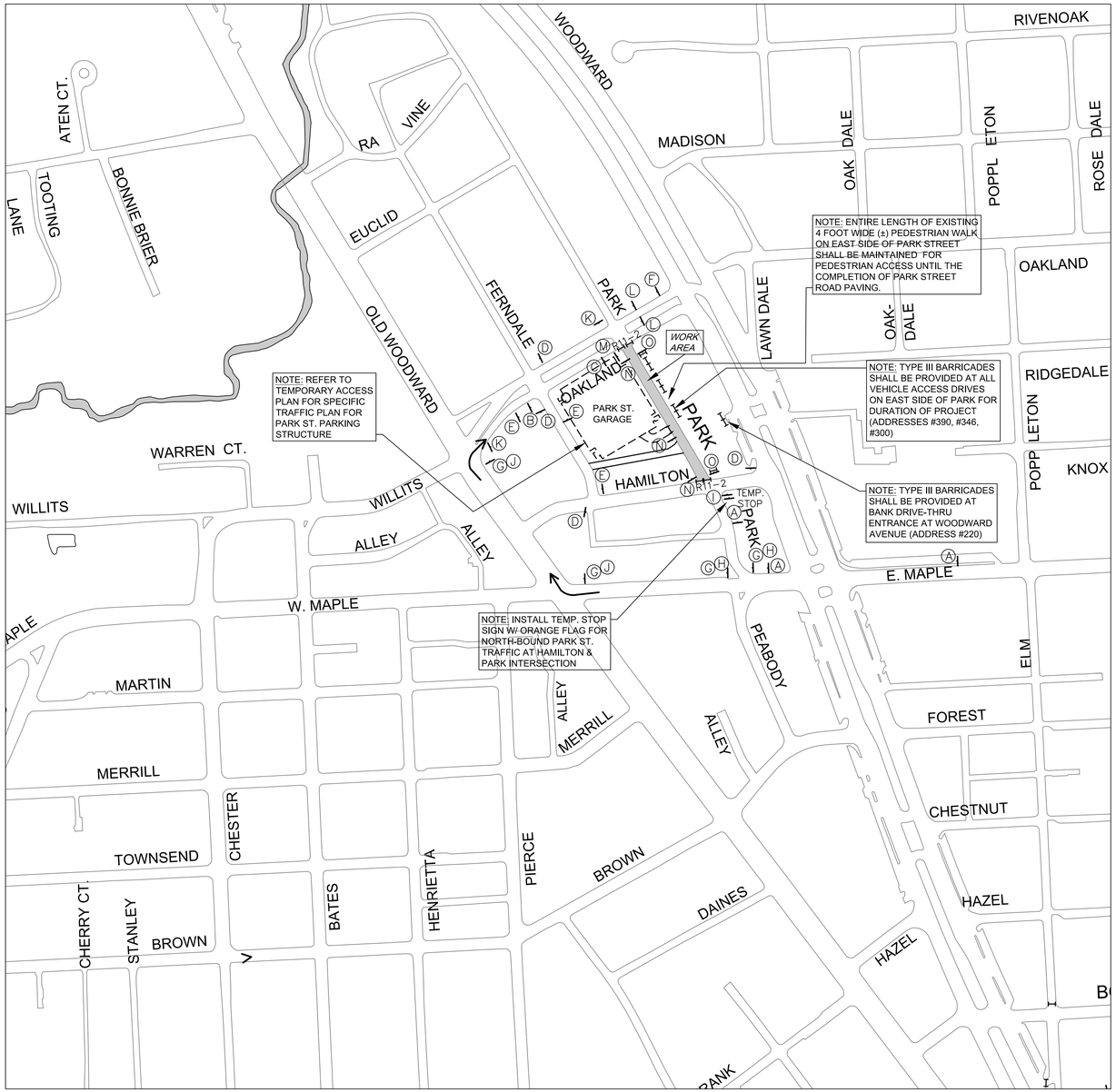
SHEET
Existing and Proposed
Cross-Sections - Park St.

811 Know what's below Call before you dig.

REVISIONS
04-08-19 CITY REVIEW
05-28-19 REVISED PER CITY
06-03-19 BIDS

DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-04-19
SCALE: N.T.S.

NFE JOB NO. K720
SHEET NO. C8



ADVANCED WARNING SIGNAGE & DETOUR PLAN: PARK ST.

36" x 72" ADVANCE WARNING SIGN "A"
BLACK LEGEND ON ORANGE BACKGROUND

18"x42" ADVANCE WARNING SIGN "B"
BLACK LEGEND ON ORANGE BACKGROUND

24" x 18"
ADVANCED WARNING SIGN "C"
BLACK LEGEND ON ORANGE BACKGROUND

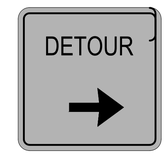
10" x 30"
ADVANCED WARNING SIGN "G"
BLACK LEGEND ON ORANGE BACKGROUND

10" x 30"
ADVANCED WARNING SIGN "G"
BLACK LEGEND ON ORANGE BACKGROUND

10" x 30"
ADVANCED WARNING SIGN "G"
BLACK LEGEND ON ORANGE BACKGROUND

30" x 30"
ADVANCED WARNING SIGN "H"
BLACK LEGEND ON ORANGE BACKGROUND
(MOUNT BELOW WARNING SIGN "H" WHERE INDICATED)

30" x 30"
ADVANCED WARNING SIGN "I"
BLACK LEGEND ON ORANGE BACKGROUND
(MOUNT BELOW WARNING SIGN "H" WHERE INDICATED)



30" x 30"
ADVANCED WARNING SIGN "J"
BLACK LEGEND ON ORANGE BACKGROUND
(MOUNT BELOW WARNING SIGN "H" WHERE INDICATED)

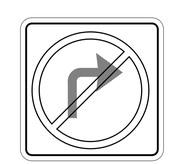
30" x 30"
ADVANCED WARNING SIGN "D"
BLACK LEGEND ON ORANGE BACKGROUND

30" x 30"
ADVANCED WARNING SIGN "E"
BLACK LEGEND ON ORANGE BACKGROUND

30" x 30"
ADVANCED WARNING SIGN "F"
BLACK LEGEND ON ORANGE BACKGROUND

36" x 36"
ADVANCE WARNING SIGN "K"
BLACK LEGEND ON ORANGE BACKGROUND

ADVANCED WARNING SIGN "L"
R3-2



ADVANCED WARNING SIGN "M"
R3-1

18" x 30"
ADVANCE WARNING SIGN "N"
BLACK LEGEND ON ORANGE BACKGROUND

18" x 30"
ADVANCE WARNING SIGN "O"
BLACK LEGEND ON ORANGE BACKGROUND

SPECIAL ADVANCED WARNING SIGN QUANTITIES

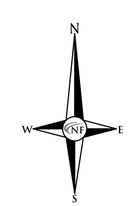
DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "A"	PARK ST. CLOSED HAMILTON TO OAKLAND FOLLOW DETOUR	36"x72"	3
SIGN "B"	PARK ST. CLOSED HAMILTON TO OAKLAND SEEK ALT ROUTE	18"x42"	1
SIGN "C"	END DETOUR	24"x18"	1
SIGN "D"	PARKING W/ LEFT ARROW	10"x30"	4
SIGN "E"	PARKING W/ RIGHT ARROW	30"x30"	3
SIGN "F"	PARKING W/ UP ARROW	30"x30"	1
SIGN "G"	PARK ST.	10"x30"	4
SIGN "H"	DETOUR W/ UP ARROW	30"x30"	2
SIGN "I"	DETOUR W/ LEFT ARROW	30"x30"	1
SIGN "J"	DETOUR W/ RIGHT ARROW	30"x30"	2
SIGN "K"	ROAD CLOSED AHEAD	36"x36"	2
SIGN "L"	NO LEFT TURN (R3-2)	30"x24"	2
SIGN "M"	NO RIGHT TURN (R3-1)	30"x24"	1
SIGN "N"	SIDEWALK CLOSED AHEAD	18"x30"	3
SIGN "O"	SIDEWALK CLOSED	18"x30"	2

OTHER ADVANCED WARNING SIGN QUANTITIES AS SHOWN

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
R11-2	ROAD CLOSED	60"x30"	2
R1-1	STOP SIGN (TEMP. W/ ORANGE FLAG)	36"x36"	1

NOTES

1. PLACE TRAFFIC CONTROL DEVICES AS SPECIFIED, OR AS OTHERWISE DIRECTED BY THE CITY OF BIRMINGHAM, INCLUDING ADVANCE WARNING SIGNS AND BARRICADES NOT SPECIFIED ON THIS DIAGRAM. CONTRACTOR/INSPECTOR MUST ACCOMPANY SIGN SUBCONTRACTOR DURING PLACEMENT OF SIGNS THROUGHOUT VARIOUS TRAFFIC CONTROL CHANGES.
2. ALL SIGNS AND BARRICADING SHALL BE IN ACCORDANCE WITH CURRENT M.M.U.T.C.D. AND M.D.OT. SPECIFICATIONS AND TRAFFIC TYPICALS, INCLUDING PLACEMENT OF ADDITIONAL REQUIRED SIGNS/BARRICADES NOT DEPICTED ON THESE PLANS TO CONTROL TRAFFIC, LANE SHIFTS, ETC.
3. ADVANCE WARNING SIGNS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE NEW ROAD (OR A PORTION THEREOF) IS READY TO BE OPENED FOR TRAFFIC AS DETERMINED BY THE CITY.
4. MAINTAIN SIDEWALKS AND INSTALL & MAINTAIN FENCING & SIGNAGE AS NEEDED TO ENSURE PEDESTRIAN SAFETY.
5. ERECT, REMOVE, AND/OR MAINTAIN ALL ADVANCE WARNING/DETOUR SIGNAGE AS DIRECTED BY THE CITY.
6. TYPE III BARRICADES (LIGHTED) SHALL BE PLACED FOR ALL LANE CLOSURES, AND SHALL INCLUDE A R11-2 OR R11-4 SIGN ON EACH TYPE III BARRICADE WHERE NOTED.
7. ALL SIDEWALK CLOSURES WITHIN CITY LIMITS SHALL HAVE TYPE III BARRICADES AND INCLUDE A SIDEWALK CLOSED SIGN. IF SIDEWALK CLOSURES ARE REQUIRED WITHIN M.D.O.T. RIGHT-OF WAY ON WOODWARD AVENUE (M-1), TYPE II BARRICADES SHALL BE USED.



SYMBOL KEY

- TYPE III BARRICADES
- ADVANCED WARNING SIGN
- DETOUR ROUTE

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SHEET
Advanced Warning
Signage & Traffic Detour
Plan

811
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05-28-19	REVISED PER CITY
06-03-19	BIDS

DRAWN BY:
C. Danielsen

DESIGNED BY:
P. Tulikangas

APPROVED BY:
B. Buchholz

DATE:
03-04-2019

SCALE: N.T.S.

NFE JOB NO.
K720

SHEET NO.
C9

GENERAL NOTES

1. BRICK PAVERS SHALL BE REMOVED BY MEANS WHICH CAUSE NO DAMAGE TO THE BRICKS. BRICKS SHALL BE DELIVERED TO CITY OF BIRMINGHAM DEPARTMENT OF SERVICES AS DIRECTED BY THE ENGINEER.
2. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
3. ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
4. ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION. WHERE NECESSARY, TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE.
5. ALL DRIVEWAYS (BEHIND THE SIDEWALK) SHALL BE REPAIRED WITH A CROSS SECTION WHICH MATCHES THE EXISTING IN THICKNESS, OR A MINIMUM 4.0" BITUMINOUS MIXTURE No. 13A. IF THE EXISTING DRIVEWAY IS GREATER THAN 4.0" IN DEPTH, THE THICKNESS OF THE BITUMINOUS MIXTURE No. 13A SHALL BE ADJUSTED TO MAKE UP THE DIFFERENCE.
6. UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
7. ROCKS, OR OTHER MISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
8. THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
9. IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "INSPECTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

PAVING NOTES

1. PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

   CONCRETE ROAD: BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)
   MIX – PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT P1 MODIFIED REQUIREMENTS.

   CONCRETE FLATWORK: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES.

   ALL CONCRETE PAVEMENT AND FLATWORK MIXES USED ON THIS PROJECT SHALL COMPLY WITH A MINIMUM GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS) SUBSTITUTION OF THIRTY-FIVE (35) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.

   ASPHALT: BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)

   LEVELING COURSE – MDOT HMA MIXTURE NO. 4E3 (MAX. APPLICATION RATE 330 POUNDS PER SQUARE YARD)

   SURFACE COURSE – MDOT HMA MIXTURE NO. 5E3 (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)

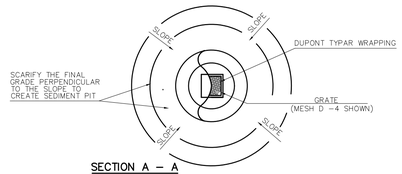
   BOND COAT – MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD
2. PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
3. ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
4. ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
5. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
6. ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
7. ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
8. CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
9. FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
10. EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
11. EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
12. SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
13. ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
14. FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
15. R.A.P. SHALL BE ALLOWED IN CONFORMANCE WITH M.D.O.T. TIER 1 REQUIREMENTS.

WATER MAIN NOTES

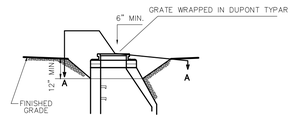
1. ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 52, WITH PUSH ON TYPE JOINTS AND ZINC COATING PER CITY REQUIREMENTS.
2. NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5 FEET OF COVER. EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
3. KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS AS FOLLOWS: "C" = COPPER, "L" = LEAD AND "W.S." = WATER SERVICE TYPE UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL EXISTING SERVICES TO THE NEW MAIN AFTER IT HAS BEEN APPROVED FOR USE.
4. COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
5. HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE EJIW MODEL 5BR WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
6. INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
7. GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
8. IN ABANDONING MAINS, THE FOLLOWING SHALL BE DONE: PLUG ALL OPEN PIPE ENDS WITH MASONRY, DISCONNECT MAINS WHICH ARE TO BE ABANDONED FROM FITTINGS AT LIVE MAINS AND PLUG AND BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.
9. WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.
10. THE LOCATIONS AND TYPES OF SERVICE LEADS IS BASED ON THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF SERVICE LEADS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
11. WHERE APPLICABLE, THE APPROPRIATE SECTIONS OF EXISTING WATERMAIN SHALL BE SHUTDOWN AND DEPRESSURIZED PRIOR TO A) CUTTING AND REMOVING, B) CUTTING AND INSTALLING PROPOSED TEE CONNECTIONS, C) PERFORMING ANY AND ALL OTHER WORK AROUND/ADJACENT TO HYDRANTS AND ALL OTHER CONNECTIONS, WHILE MEETING AND/OR EXCEEDING APPLICABLE INDUSTRY SAFETY PRECAUTIONS AND MIOSHA STANDARDS.

STORM SEWER NOTES (where applicable)

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.
2. ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILLED WITH MDOT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF ⅞ OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, 9'S CURB & GUTTER AND ADJACENT WALKS.
3. ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER UNLESS OTHERWISE INCLUDED ON THE PLANS.
4. STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND LIKEWISE BE INSTALLED AT THE PROPOSED LINE & GRADE INDICATED.
5. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76 CL IV.
6. ALL MAN HOLE, CATCH BASIN, INLET, REAR YARD DRAINAGE STRUCTURES AND COVERS SHALL BE AS INDICATED ON THE PLANS AND CONSTRUCTED IN ACCORDANCE WITH MUNICIPALITY STANDARDS.
7. INSTALL TRAPS ON THE FIRST CATCH BASIN (TYPICALLY A 4' DIAMETER STRUCTURE WITH 2' SUMP) THAT IS UPSTREAM OF ITS CONNECTION TO A MAINLINE STORM OR SEWER MANHOLE, TO CAPTURE FLOATABLES AND TO MINIMIZE ESCAPE OF ODOR.
8. THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
9. EXACT GRADES AND INVERTS OF PROPOSED STORM SEWER ARE TO BE CHECKED WITH THE FIELD ENGINEER PRIOR AND DURING INSTALLATION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY PLAN INCONSISTENCY AND/OR UTILITY CONFLICTS.
10. ALL STORM SEWER PIPE JOINTS SHALL BE "PREMIUM JOINT" MODIFIED GROOVED TONGUE (M.G.T.) WITH SYNTHETIC RUBBER GASKETS CONFORMING TO ASTM SPECIFICATION C-443 & C-361, UNLESS OTHERWISE INDICATED ON THE PLANS.
11. FACILITY MANUFACTURED PRECAST TEE SECTIONS SHALL BE FOR ROOF DRAINS AND/OR SUMP PUMP LEADS AND LATERALS WHERE INDICATED ON THE PLANS. BLIND TOP CONNECTIONS INTO STORM SEWER WILL NOT BE PERMITTED BY BREAKING PIPE WALL.
12. THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.

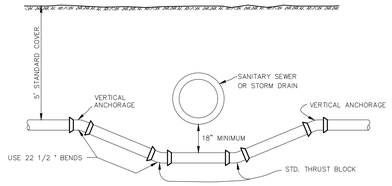


SECTION A – A



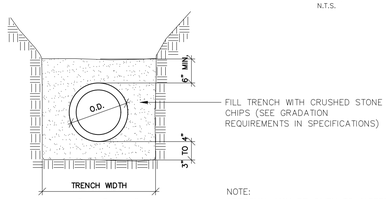
LOW POINT INLET FILTER & SEDIMENT PIT DETAIL

N.T.S.



STANDARD SEWER OR STORM CROSSING

N.T.S.

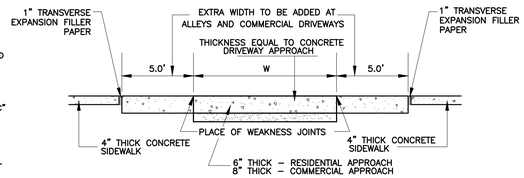


MAX. 30"	4" – 12" I.D.
O.D. + 12"	15" – 36" I.D.
O.D. + 24"	42" I.D. AND LARGER

NOTE:
APPROVAL MAY BE GIVEN TO ALTERNATE MATERIALS AND METHODS TO ACHIEVE CLASS B BEDDING.

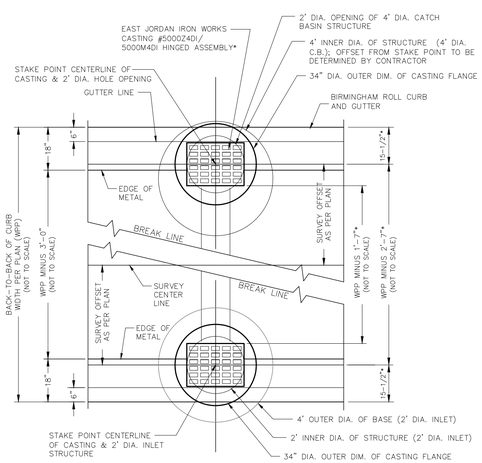
STANDARD PIPE BEDDING

N.T.S.



THICKENED CONCRETE SIDEWALK (PLAIN)

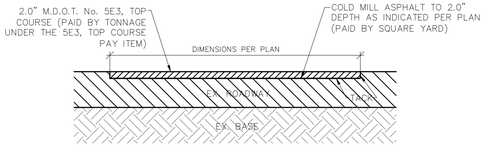
N.T.S.



*CONTRACTOR RESPONSIBLE FOR CORRECT ALIGNMENT OF STRUCTURE, CASTING AND CURB AS SPECIFIED, UNLESS OTHERWISE DIRECTED BY CITY.

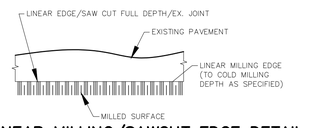
CURB, CATCH BASIN & INLET ALIGNMENT DETAIL PLAN VIEW

SCALE: 1" = 2'



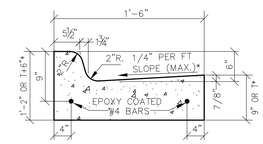
COLD MILL ASPHALT DETAIL

N.T.S.



LINEAR MILLING/SAWCUT EDGE DETAIL

PLAN VIEW N.T.S.



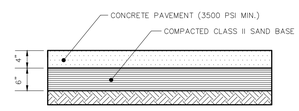
CONCRETE
CU. YD./LIN. FT.
0.0484

NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

MDOT CONCRETE CURB AND GUTTER, DETAIL F2, MOD.

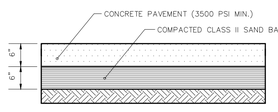
N.T.S.

*NOTE: "T" IS EQUAL TO THE THICKNESS & SLOPE IS EQUAL TO THE CROSS-SLOPE OF THE CONCRETE PAVEMENT WHEN CURB & GUTTER IS POURED INTEGRAL TO THE PAVEMENT.



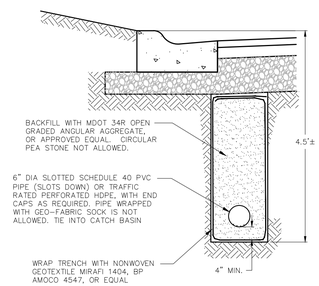
4" CONCRETE SIDEWALK SECTION

STANDARD SIDEWALK REPLACEMENTS/INSTALLATIONS N.T.S.



6" CONCRETE SIDEWALK SECTION

TO MATCH SPECIFIED PAVEMENT THICKNESS THROUGH DRIVE APPROACH N.T.S.

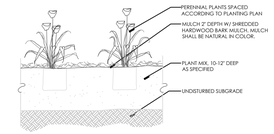


6" PERFORATED PIPE UNDERDRAIN DETAIL

N.T.S.

PLANT SCHEDULE

KEY	QTY	BOTANICAL/COMMON NAME	SIZE	SPACING	ROOT	COMMENT
GROUNDCOVERS/PERENNIALS						
AD	15	Astilbe 'Delft Lace' Delft Lace Astilbe	2 GAL	16" OC	CONT	WELL-ROOTED
AS	29	Astilbe 'Sister Teresa' Sister Teresa Astilbe	2 GAL	18" OC	CONT	WELL-ROOTED
HA	8	Hosta 'Autumn Frost' Autumn Frost Hosta	2 GAL	16" OC	CONT	WELL-ROOTED
HB	9	Hosta 'Blue Angel' Blue Angel Hosta	2 GAL	24" OC	CONT	WELL-ROOTED
HD	6	Hosta 'Dancing Queen' Dancing Queen	2 GAL	36" OC	CONT	WELL-ROOTED



PERENNIAL PLANTING DETAIL

NTS

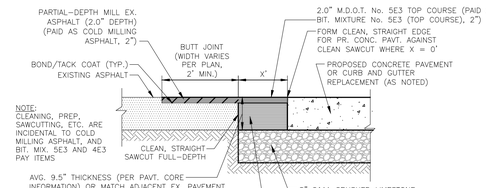
PLANT MIX SPECIFICATION

STANDARD PLANT MIX BACKFILL SHALL BE PROVIDED FOR ALL PROPOSED PLANTINGS. ONE CUBIC YARD OF PLANT MIX SHALL BE COMPOSED OF:
1/3 SCREENED TOPSOIL
1/3 CLEAN COARSE SAND
1/3 PEAT MOSS

PLANT MIX TYPE 'A' : TREE AND SHRUB PLANT BEDS SHALL BE AMENDED W/ OSMOCOTE 18-6-12 SLOW RELEASE FERTILIZER PER MANUFACTURER

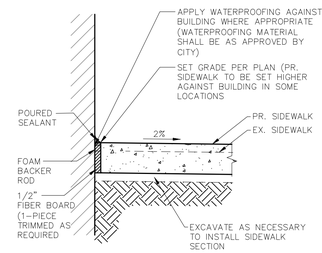
PLANT MIX TYPE 'B' : ANNUAL, PERENNIAL AND GROUNDCOVER PLANT BEDS SHALL INCLUDE STANDARD MIX WITH THE AMENDMENTS AND AT THE RATES DESCRIBED BELOW:

1. 'DAIRY DOO'; OR APPROVED EQUAL APPLIED AT THE MANUFACTURERS RECOMMENDED RATES
2. 13:13:13 FERTILIZER; APPLIED AT THE MANUFACTURERS RECOMMENDED RATES
3. BONE MEAL; APPLIED AT 5 LBS PER CUBIC YARD OF SOIL MIX



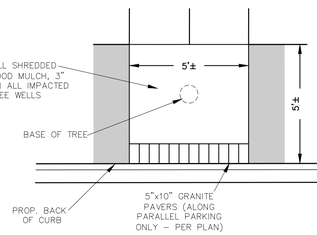
ASPHALT HANDPATCH DETAIL

APPLIES TO FULL-DEPTH ASPHALT PAVEMENT REPAIRS SHOWN IN PLAN VIEW AT OAKLAND AVENUE AND PARK STREET. N.T.S.



JOINT DETAIL AT BUILDING

N.T.S.

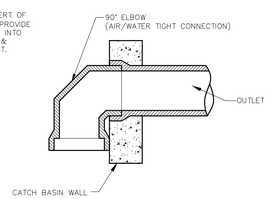


TREE WELL DETAIL

N.T.S.

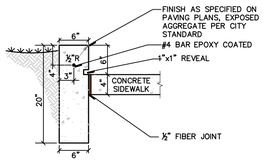
UNDERCUT DETAIL

N.T.S.



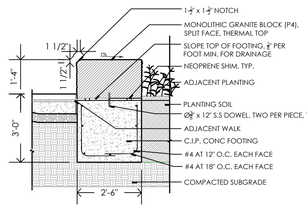
SEWER TRAP

N.T.S.



6" CONCRETE PLANTER DETAIL

N.T.S.



GRANITE SEAT WALL

NTS

NOWAK & FRAUS ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PROJECT
Park Street Paving Project
Contract #2-19(P)

CLIENT
City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast ¼ of Section 25
Town 2 North,
Range 10 East,
City of Birmingham,
Oakland County, Michigan

SHEET
Notes & Details

Know what's below Call before you dig.

REVISIONS
04-08-19 CITY REVIEW
05-28-19 REVISED PER CITY
06-03-19 BIDS

DRAWN BY: C. Danielsen
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-04-19
SCALE: N.T.S.

NFE JOB NO. K720
SHEET NO. C10

NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C1 QUANTITY	SHEET C2 QUANTITY	SHEET C7 *Markings*	TOTAL QUANTITY
	SEWER PAY ITEMS					
1	10" Combined Sewer, PVC SDR 26, Trench A	LF	13	0	0	13
2	10" Storm Sewer, PVC SDR 26, Trench A	LF	69	0	0	69
3	8" Storm Sewer, PVC SDR 26, Trench A	LF	0	16	0	16
4	Sewer Service, 6" PVC SDR 23.5	LF	40	0	0	40
5	Construct 4' Diameter Manhole over Ex. Comb. Sewer	EA	1	0	0	1
6	New 4'-0" Diameter Catch Basin	EA	1	0	0	1
7	New 2'-0" Diameter Inlet	EA	1	0	0	1
8	6" Perforated Pipe Underdrain (No sock - 40' @ each CB/Inlet Structure)	LF	80	0	0	80
9	Sewer Tap, 10"	EA	2	0	0	2
10	Sewer Tap, 8"	EA	0	1	0	1
11	Sewer Service Tap, 6"	EA	2	0	0	2
12	Sewer Service Connection, 6"	EA	1	0	0	1
13	Reconstruct Manhole (if and where needed)	VF	0	0	0	10
14	Remove & Replace Structure Cover (as directed by City)	LB	0	0	0	1,125
15	Remove Ex. Drainage Structure	EA	2	0	0	2
16	Bulkhead, 12"	EA	1	0	0	1
17	Bulkhead, 8"	EA	1	0	0	1
18	Abandon Ex. Manhole	EA	1	1	0	2
19	Abandon Ex. 8" Sewer (Including All Bulkheads)	LF	345	120	0	465
	SUBTOTAL SEWER PAY ITEMS					
	WATER PAY ITEMS					
20	Adjust Hydrant Finished Grade Elevation	EA	0	1	0	1
	SUBTOTAL SEWER PAY ITEMS					
	PAVING PAY ITEMS					
21	Earth Excavation	CY	260	160	0	420
22	Subgrade Undercutting	CY	25	15	0	40
23	Removing & Salvaging Brick Pavers	SY	7	4	0	11
24	Removing Concrete Drive Approach	SY	48	3	0	51
25	Removing Concrete Sidewalk & Ramp (sawcutting included)	SY	240	237	0	477
26	Cold Milling Asphalt, 2"	SY	97	0	0	97
27	Removing Pavement Full Depth (Curb & Gutter included)	SY	1,015	625	0	1,640
28	Bituminous Mixture No. 5E3 (Top Course), 2"	TON	16	0	0	16
29	Bituminous Mixture No. 5E3, Handpatch	TON	12	0	0	12
30	Aggregate Base, MDOT 21AA Limestone, 8"	SY	1,000	627	0	1,627
31	Concrete Pavement, Non-reinforced, 8", incl. integral Detail F2 Curb & Gutter	SY	896	598	0	1,494
32	Concrete Sidewalk, 4", Scoring Treatment (Includes Integral Curb)	SF	1,267	1,490	0	2,757
33	Concrete Sidewalk, 4", Exposed Aggregate, Scoring Treatment	SF	865	875	0	1,740
34	Concrete Sidewalk, 6", Scoring Treatment (Includes Ramp)	SF	1,470	269	0	1,739
35	Handicap Ramp Truncated Domes	SF	96	0	0	96
36	Concrete Curb & Gutter, 18", MDOT Type F2, Modified	LF	285	73	0	358
37	Concrete Curb, Exposed Aggregate, 6", Tree Planters	LF	0	85	0	85
38	Furnish & Install Granite Pavers (For Tree Wells)	EA	36	48	0	84
39	Adjust Structure Cover	EA	1	1	0	2
40	Temporary Maintenance Aggregate, 21AA	CY	0	0	0	15
41	Reinstall Brick Pavers on Private Property	SF	45	20	0	65
42	Construct Temporary Asph. Ramp Connection for Park St. Parking Structure	LS	0	0	0	1
	SUBTOTAL PAVING PAY ITEMS					
	GENERAL PAY ITEMS					
43	Mobilization	LS	0	0	0	1
44	Traffic Maintenance & Control	LS	0	0	0	1
45	Water and Sewer Allowance	LS	0	0	0	1
46	Pedestrian Type II Channelizer, Temp	LF	0	0	0	100
47	Street Light Conduit, 4" PVC Schedule 40, 4' deep	LF	0	0	0	300
48	Salvage Existing Signs	LS	0	0	0	1
49	New Signs	SF	0	0	12	12
50	Sign Post, U-Channel	LF	0	0	96	96
51	Snow Fence	LF	0	0	0	500
52	Removing Street Light Foundation	EA	3	2	0	5
53	Waterbourne Pavement Marking, 4 inch, Skip, White	LF	0	0	100	100
54	Waterbourne Pavement Marking, 4 inch, Yellow	LF	0	0	840	840
55	Waterbourne Pavement Marking, 24 inch Stop Bar	LF	0	0	28	28
56	Waterbourne Pavement Marking, 24 inch Crosshatching, White	LF	0	0	112	112
57	Waterbourne Pavement Marking, Turn Arrow	EA	0	0	2	2
58	Tree Protection, 3" Dia. Or Greater	EA	11	4	0	15
59	Inlet Filter	EA	4	0	0	4
60	Inlet Sediment Pit	EA	2	0	0	2
61	Mulch, 3" for Tree Wells and Landscape Planters	SY	10	45	0	55
62	Planting Soil for Tree Wells and Landscape Planters	CF	10	13	0	260
63	Hosta, "Autumn Forest", 2 gal.	EA	0	8	0	8
64	Hosta, "Dancing Queen", 2 gal.	EA	0	6	0	6
65	Hosta, "Blue Angel", 2 gal.	EA	0	9	0	9
66	Astible, "Delft Lace", 2 gal.	EA	0	9	0	15
67	Astible, "Sister Teresa", 2 gal.	EA	0	9	0	29
68	Topsoil, 3"	SY	0	0	0	40
69	Sod, Class A	SY	0	0	0	40
70	Furnish and Install Granite Seatwall on Foundation, Complete	LF	0	4	0	4
71	Install Granite Seatwall on Foundation, Complete	LF	0	6	0	6
72	Irrigation Repairs (As Required)	LS	0	0	0	1

NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PROJECT
Park Street Paving Project
Contract #2-19(P)

CLIENT
City of Birmingham
A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast ¼
of Section 25
Town 2 North,
Range 10 East,
City of Birmingham,
Oakland County, Michigan

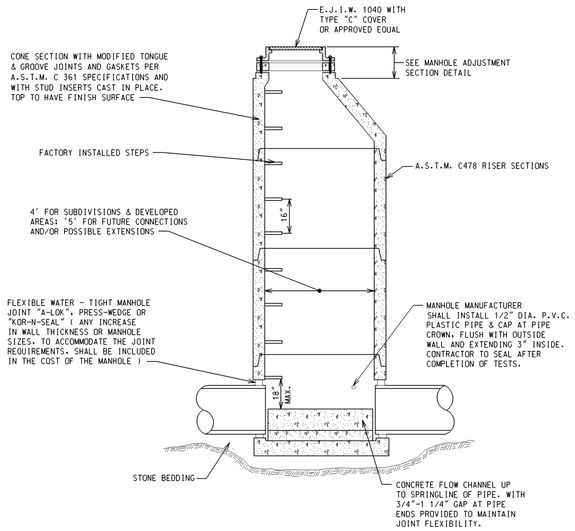
SHEET
Quantities

Know what's below
Call before you dig.

REVISIONS
04-08-19 CITY REVIEW
05-28-19 REVISED PER CITY
06-03-19 BIDS

DRAWN BY:
R. Peery
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
03-04-19
SCALE: N.T.S.

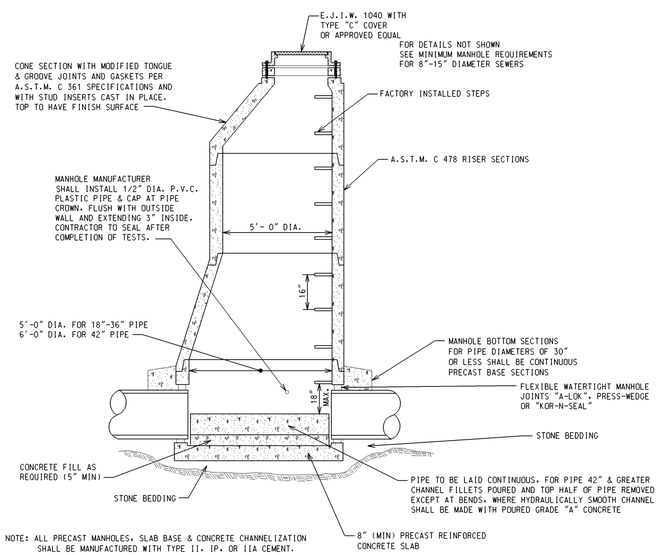
NFE JOB NO. **K720**
SHEET NO. **Q1**



NOTE: ALL PRECAST MANHOLES, SLAB BASE & CONCRETE CHANNELIZATION SHALL BE MANUFACTURED WITH TYPE II, IP, OR IIA CEMENT.

SEWER MANHOLE

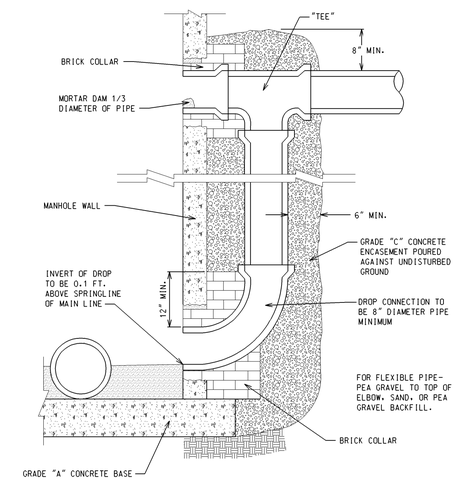
(8" THRU 15" DIA. SEWERS)



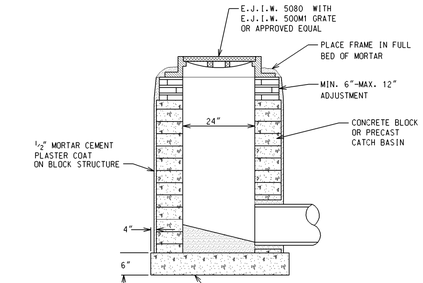
NOTE: ALL PRECAST MANHOLES, SLAB BASE & CONCRETE CHANNELIZATION SHALL BE MANUFACTURED WITH TYPE II, IP, OR IIA CEMENT.

SEWER MANHOLE

(18" THRU 42" DIA. SEWERS)

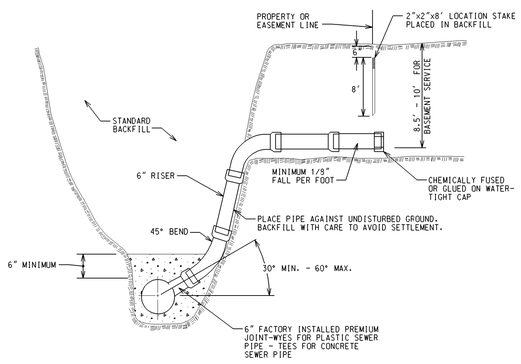


EXTERNAL DROP CONNECTION



2 FT. DIAMETER INLET

NOTE:
FOR CATCH BASINS OR INLETS WITHIN YARD AREAS USE E.J.I.W. 1040 WITH TYPE "N" COVER OR APPROVED EQUAL



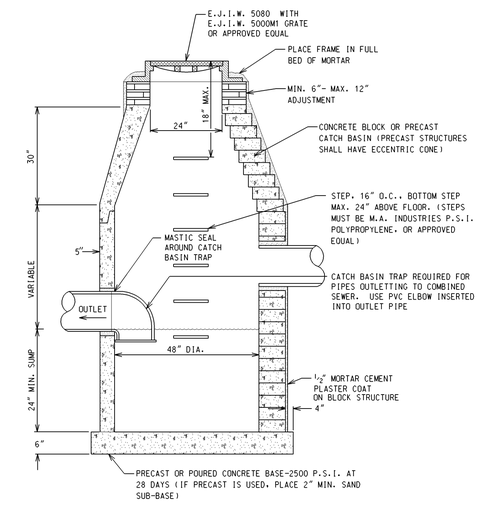
BUILDING LEAD DETAIL

0' - 15' COVER

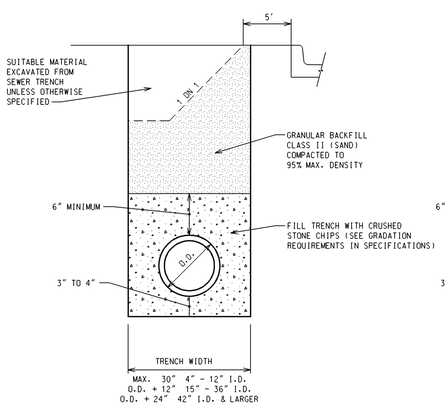
KOR-N-TEE TAP FOR CONCRETE

NO SCALE

SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



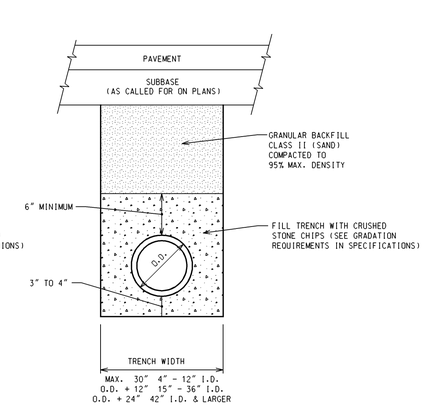
4 FT. DIAMETER CATCH BASIN

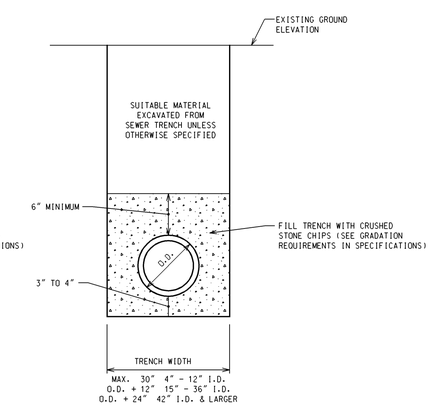


TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

NOT TO SCALE

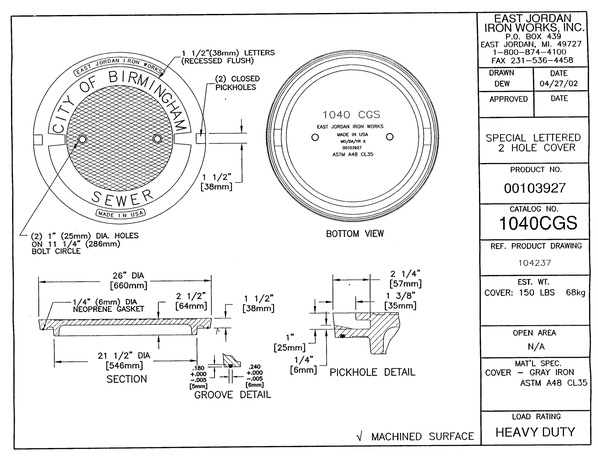




TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



EAST JORDAN IRON WORKS, INC.
P.O. BOX 439
EAST JORDAN, MI. 49727
1-800-874-4100
FAX 231-536-4458

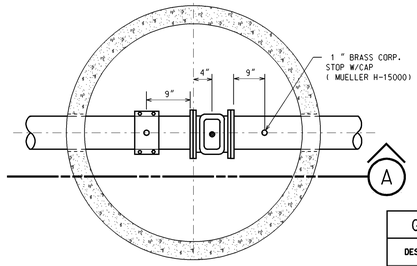
DRAWN DEW	DATE 04/27/02
APPROVED	DATE
SPECIAL LETTERED 2 HOLE COVER	
PRODUCT NO. 00103927	
CATALOG NO. 1040CGS	
REF. PRODUCT DRAWING 104237	
EST. WT. COVER: 150 LBS 68kg	
OPEN AREA N/A	
MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL35	
LOAD RATING HEAVY DUTY	

City of Birmingham
A Walkable Community

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

SEWER STANDARD DETAILS

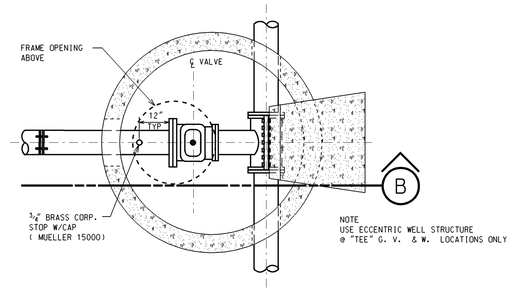
DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE JANUARY 2007	
		APPROVED	SCALE	



GATE WELL PLAN

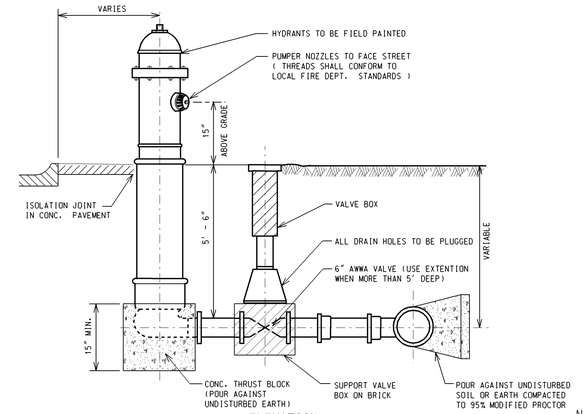
NO SCALE

GATE WELL SCHEDULE				
DESCRIPTION	DIM.	PIPE DIA. INCHES		
		6" & 8"	12"	16"
INSIDE DIA.	A	60"	72"	72"
WALL THICK.	B	5"	7"	7"
VALVE BLOCK THICK.	C	4"	4"	4"

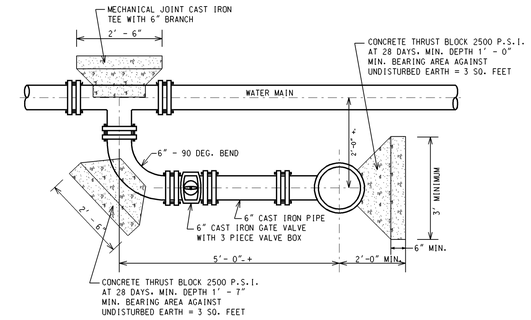


TAPPING SLEEVE, VALVE & WELL PLAN

NO SCALE



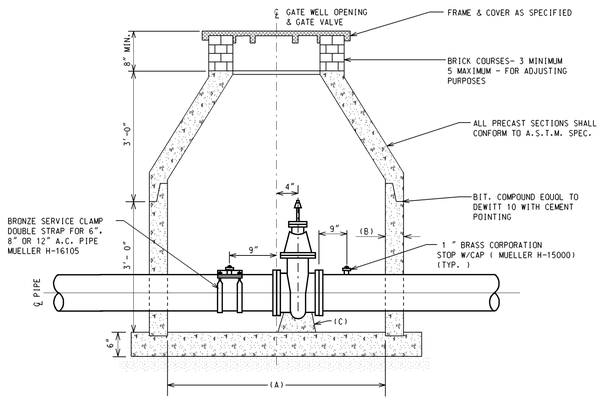
ELEVATION



"L" HYDRANT CONNECTION

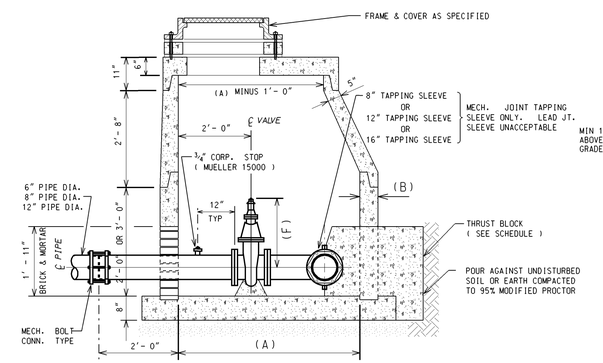
NO SCALE
W-9

NOTE: FOR CONSTRUCTION OF NEW FIRE HYDRANT TO EXISTING "LIVE" WATERMAIN, USE 6" TAPPING SLEEVE VALVE & BOX TO MAKE CONNECTION, AND DELETE "6" CAST IRON GATE VALVE WITH 3 PIECE VALVE " AS SHOWN ON DETAIL .



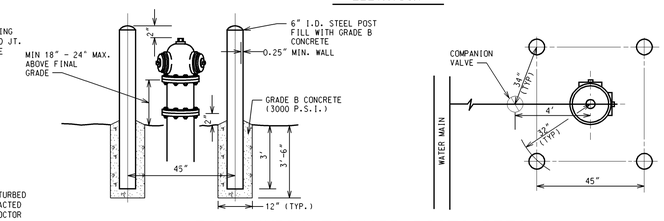
SECTION "A" GATE WELL

NO SCALE
W-1 & W-3

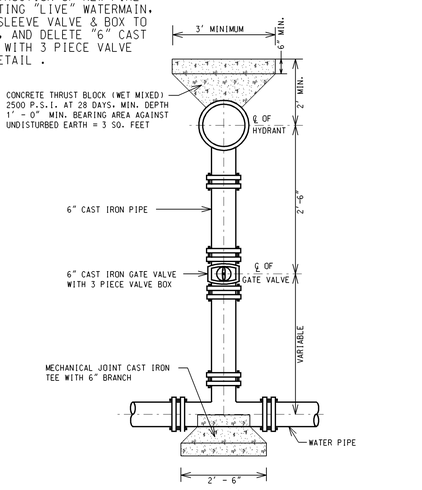


SECTION "B" TAPPING SLEEVE, VALVE & WELL

NO SCALE
W-4

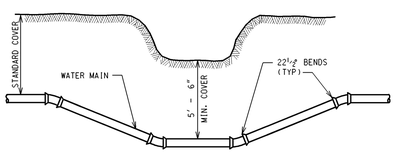


FIRE HYDRANT GUARD POSTS DETAIL



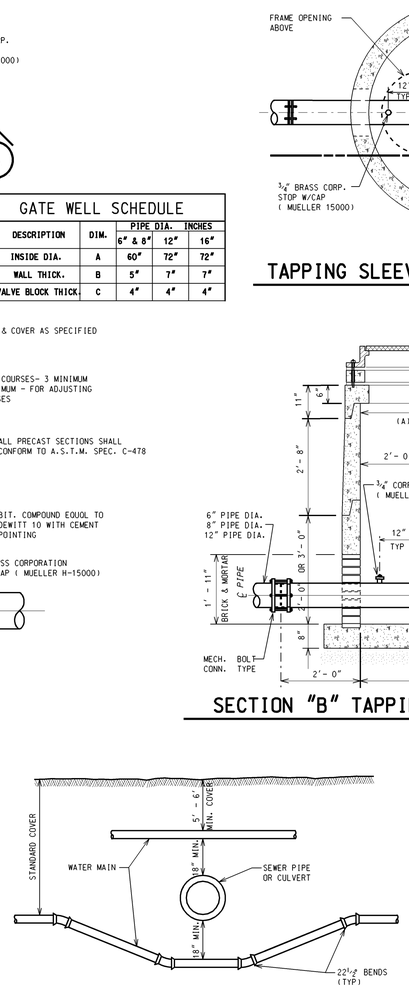
STRAIGHT HYDRANT CONNECTION

NO SCALE
W-10



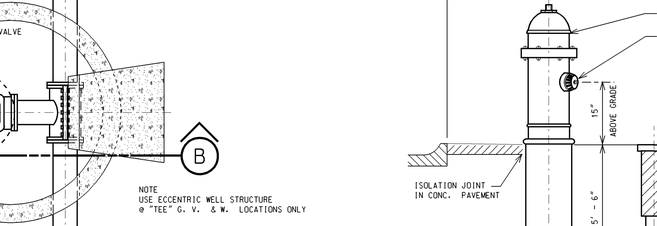
DITCH AND STREAM CROSSING

NO SCALE



SEWER OR CULVERT CROSSING

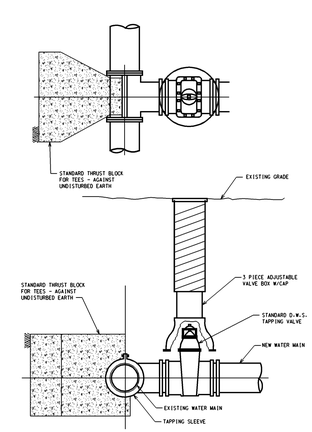
NO SCALE



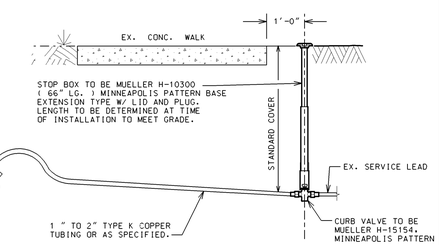
PROP. WATER MAINS
NOT UNDER PAVED SURFACE

PROP. WATER MAINS UNDER PAVED SURFACE
OR WITHIN INFLUENCE OF PAVED SURFACE

BEDDING DETAILS

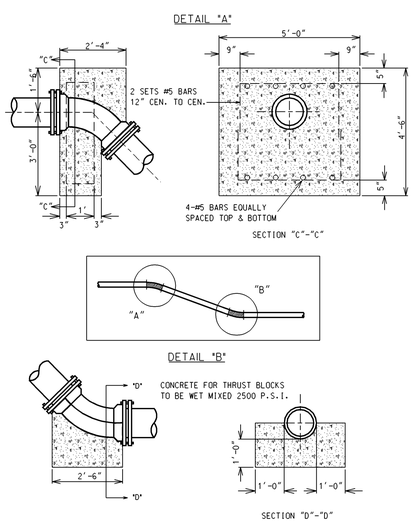


TAPPING SLEEVE & VALVE W/VALVE BOX

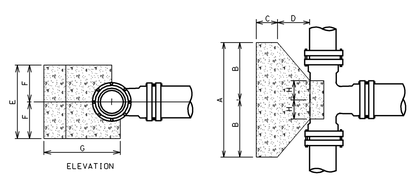


WATER SERVICE CONNECTION (TYP)

NO SCALE



VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS



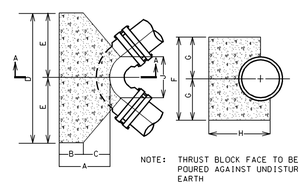
THRUST BLOCK FACE SHALL BE POURED AGAINST UNDISTURBED EARTH.

CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SCHEDULE OF THRUST BLOCK DIMENSIONS				
CODE		TEE SIZE		
		8"x8" 12"x8" 16"x8" 24"x8"	12"x12" 16"x12" 24"x12"	16"x16" 24"x16"
A		3'-0"	4'-0"	5'-0"
B		1'-6"	2'-0"	2'-6"
C		0'-9"	0'-9"	1'-0"
D		1'-0"	1'-4"	1'-8"
E		2'-0"	3'-0"	4'-0"
F		1'-0"	1'-6"	2'-0"
G	8"	2'-2"		
	12"	2'-6"	2'-10"	
	16"	2'-10"	3'-1"	3'-8"
	24"	3'-3"	3'-7"	4'-2"
H	8"	0'-6"		
	12"	0'-6"	0'-10"	
	16"	0'-6"	0'-10"	1'-0"
	24"	0'-6"	0'-10"	1'-0"

CONCRETE THRUST BLOCK FOR TEES

N.T.S.



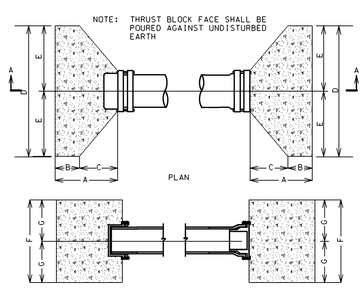
NOTE: THRUST BLOCK FACE TO BE POURED AGAINST UNDISTURED EARTH

CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SIZE	ANGLE	A MIN.	B MIN.	C	D	E	F	G	H MIN.	J
6"	45 °	1'-6"	0'-9"	0'-9"	1'-6"	0'-9"	1'-6"	0'-9"	1'-8"	0'-10"
6"	90 °	1'-6"	0'-9"	0'-9"	2'-0"	1'-0"	2'-0"	1'-0"	1'-8"	0'-10"
8"	45 °	1'-9"	0'-9"	1'-0"	2'-4"	1'-2"	2'-0"	1'-0"	1'-11"	1'-4"
8"	90 °	1'-9"	0'-9"	1'-0"	3'-4"	1'-8"	2'-6"	1'-3"	1'-11"	1'-2"
12"	22-1/2	1'-9"	0'-9"	1'-0"	2'-6"	1'-3"	2'-0"	1'-0"	2'-0"	1'-4"
12"	45 °	2'-1"	0'-9"	1'-4"	3'-6"	1'-9"	2'-6"	1'-3"	2'-4"	1'-4"
12"	90°	2'-1"	0'-9"	1'-4"	5'-6"	2'-9"	3'-0"	1'-6"	2'-4"	1'-8"
16"	22-1/2	2'-8"	1'-0"	1'-8"	3'-4"	1'-8"	2'-6"	1'-3"	3'-0"	1'-2"
16"	45 °	2'-8"	1'-0"	1'-8"	5'-4"	2'-8"	3'-0"	1'-6"	3'-0"	1'-6"
16"	90°	2'-8"	1'-0"	1'-8"	6'-0"	3'-0"	5'-0"	2'-6"	3'-0"	1'-8"
24"	90°	4'-7"	1'-0"	3'-7"	10'-0"	5'-0"	7'-0"	3'-6"	5'-4"	2'-4"

CONCRETE THRUST BLOCK FOR BENDS

N.T.S.



SIZE	A MIN.	B MIN.	C	D	E	F	G
8"	1'- 11"	0'- 9"	1'- 2"	3'- 0"	1'- 6"	2'- 0"	1'- 0"
12"	2'- 1"	0'- 9"	1'- 4"	4'- 0"	2'- 0"	3'- 0"	1'- 6"
16"	2'- 8"	1'- 0"	1'- 8"	5'- 0"	2'- 6"	4'- 0"	2'- 0"

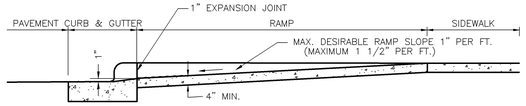
CONC. THRUST BLOCKS FOR PLUGS & CAPS

City of Birmingham
A Walkable Community

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

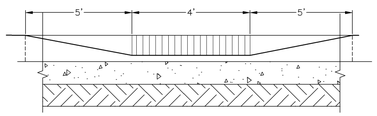
WATER MAIN STANDARD DETAILS

DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE APRIL 2005	WM-1
		APPROVED	SCALE	



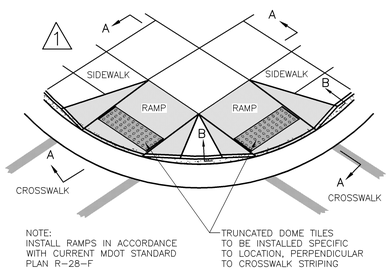
SECTION A–A

N.T.S.



SECTION B–B

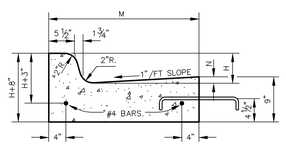
N.T.S.



SIDEWALK RAMP TYPE 1

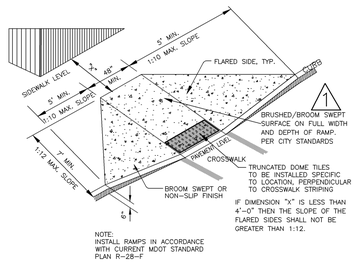
(TWO RAMPS ARE SHOWN)

N.T.S.



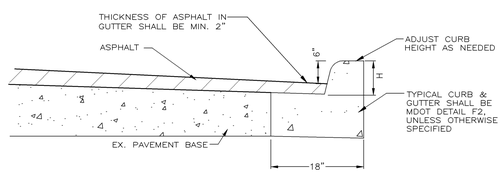
THE "H" DIMENSION SHALL BE AS SPECIFIED, TO ENABLE A MINIMUM 6" CURB HEIGHT. H = TBD

DETAIL	DIMENSIONS M	DIMENSIONS N	LANE TIES	CONCRETE CU. YD./LIN. FT.
F1	1'–6"	7/8"	AS SHOWN	0.0484
F2	1'–6"	7/8"	OMITTED	0.0484



CURB RAMP FOR DISABLED

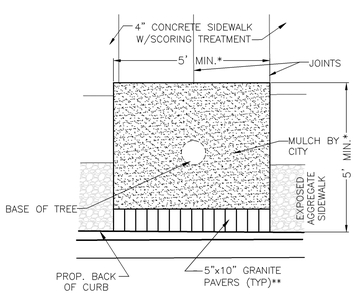
N.T.S.



MDOT DETAIL F

(WITH ASPHALT OVERLAY)

N.T.S.



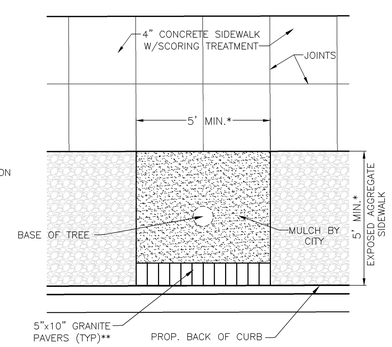
NOTE:
INSTALL 2 – 2" PVC SLEEVES BETWEEN TREE WELLS FOR FUTURE UNDERGROUND IRRIGATION, AS REQUIRED. INSTALLATION PER THE CITY OF BIRMINGHAM STANDARDS. TIE INTO PROPOSED WATER METER PITS.

*TREE WELL NOTE:
TREE WELL DIMENSIONS CAN BE MODIFIED BASED ON RIGHT-OF-WAY CONSTRAINTS.

**GRANITE PAVER NOTE:
GRANITE PAVER INSTALLATION SHALL APPLY FOR TREE WELLS ADJACENT TO PARALLEL PARKING SPACES ON A STREET. GRANITE PAVERS SHALL BE 'CARNE LIAN' (COLOR) BY COLD SPRING GRANITE COMPANY SET IN A FULL MORTAR BED WHERE INDICATED ON THE DRAWINGS. SUBMIT SAMPLES OF PAVERS (FOR COLOR AND FINISH) AND GROUT COLOR TO CITY OF BIRMINGHAM ENGINEERING FOR APPROVAL. LAYOUT PATTERN IS AS NOTED IN THE PLANS.

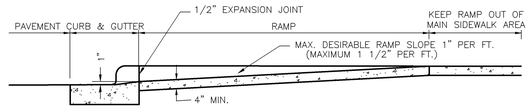
TREE WELL DETAIL #1

N.T.S.



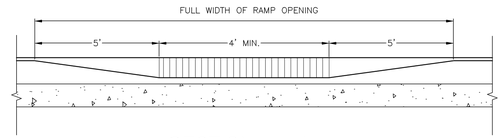
TREE WELL DETAIL #2

N.T.S.



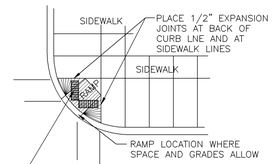
SECTION G–G

N.T.S.



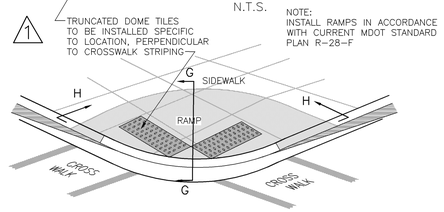
SECTION H–H

N.T.S.



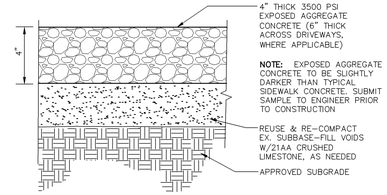
PLAN VIEW

N.T.S.



SIDEWALK RAMP TYPE 3

N.T.S.



EXPOSED AGGREGATE SIDEWALK PROCEDURE:

1. SURFACE RETARDANT: EXPOSED AGGREGATE FINISH SHALL BE EXPOSED BY USE OF SURFACE RETARDANT "PRECO EAC-S" OR APPROVED EQUAL.

2. CONCRETE SHALL BE PLACED, LEVELED & FLOATED IN A NORMAL FASHION (SEEDING WILL NOT BE PERMITTED)..

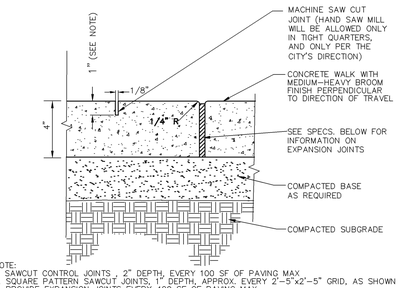
3. IMMEDIATELY AFTER THE SLAB HAS BEEN SCREENED AND DARBLED, THE AGGREGATE SHALL BE WASHED IN A UNIFORM MANNER UNTIL ENTIRE SURFACE IS EXPOSED. A THOROUGH "EXPOSING" OF THE EMBEDDED AGGREGATE SHALL BE PERFORMED UNTIL ALL AGGREGATE IS LEFT JUST ABOVE THE SURFACE, LEAVING NO HOLES OR OPENING IN THE SURFACE.

4. THE SURFACE SHALL THEN BE BRUSHED AND WASHED UNTIL ALL THE AGGREGATE IS EXPOSED AND FREE OF CEMENT FILM.

5. AFTER INITIAL CURING, THE EXPOSED AGGREGATE SIDEWALK SHALL BE SEALED WITH TRANSPARENT CONCRETE SEALER, AS APPROVED BY THE ENGINEER.

EXPOSED AGGREGATE WALK DETAIL

N.T.S.



NOTE:
1. SAWCUT CONTROL JOINTS , 2" DEPTH, EVERY 100 SF OF PAVING MAX.
2. SQUARE PATTERN SAWCUT JOINTS, 1" DEPTH, APPROX. EVERY 2'–5"x2'–5" GRID, AS SHOWN
3. PROVIDE EXPANSION JOINTS EVERY 400 SF OF PAVING MAX.

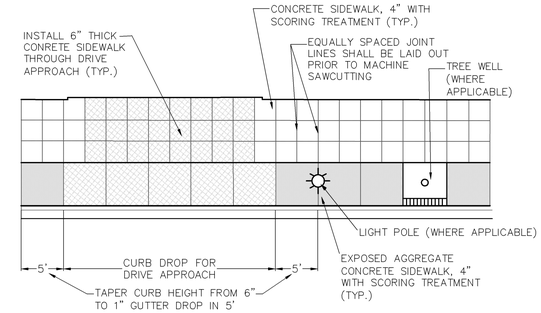
EXPANSION JOINT MATERIAL SPECS:
1. EXPANSION JOINT MATERIAL: RESILIENT, NON-EXTRUDING TYPE PREMOLDED BITUMINOUS IMPREGNATED FIBERBOARD.

2. SEALANT BACKER ROD: COMPRESSIBLE ROD STOCK OF POLYETHYLENE FOAM OR OTHER FLEXIBLE, PERMANENT, DURABLE NON-ABSORPTIVE MATERIAL AS RECOMMENDED FOR COMPATIBILITY BY SEALANT MANUFACTURE. TEMPORARILY INSTALL ABOVE FIBER BOARD TO CREATE SPACE FOR JOINT SEALANT AT THE APPROPRIATE GRADE. REMOVE PRIOR TO INSTALLING JOINT SEALANT.

3. JOINT SEALANT: TWO PART POLYSULFIDE SEALANT, SELF LEVELING, LIGHT GRAY COLOR. SUBMIT COLOR SAMPLE FOR APPROVAL. FEDERAL SPECIFICATIONS TT-S-0027E, TYPE 1, DOW CORNING #780 OR EQUAL. INSTALL AFTER REMOVING BACKER ROD TO COMPLETELY COVER FIBER BOARD.

SAWCUT AND EXPANSION JOINT DETAIL FOR CONCRETE SIDEWALK

N.T.S.



CONCRETE DRIVE APPROACH & SIDEWALK JOINT LAYOUT

N.T.S.

CONCRETE SIDEWALK MIX DESIGNS:

PLAIN CONCRETE MIX:

SAND: 2NS SAND, ASTM C-33 1350 POUNDS
COURSE AGGREGATE: 6AA LIMESTONE PRESQUE ISLE
ASTM C-33 1680 POUNDS
CEMENT: TYPE 1, ASTM C150 588 POUNDS
WATER: CITY TAP WATER 31.5 GALLONS
ADMIXTURE: ASTM C260, DAREX A.E.A.
BY W.R. GRACE CO. 11.3 OZ./CU. YD.

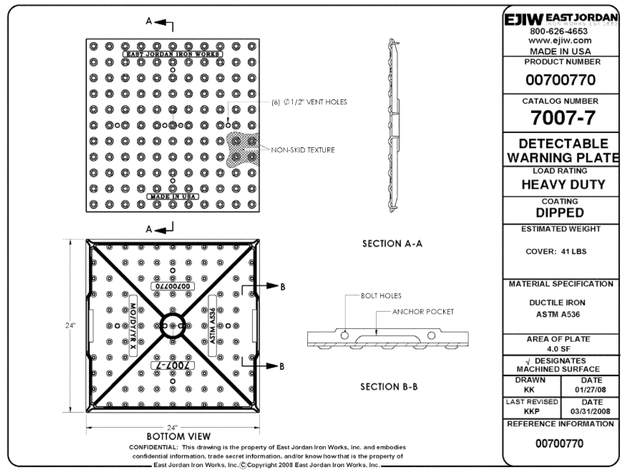
EXPOSED AGGREGATE CONCRETE MIX:

SAND: 2NS SAND, ASTM C-33 1080 POUNDS
COURSE AGGREGATE: 17A
ASTM C-33 1980 POUNDS
CEMENT: TYPE 1, ASTM C150 588 POUNDS
WATER: CITY TAP WATER 31.5 GALLONS
ADMIXTURE: ASTM C260, DAREX A.E.A.
BY W.R. GRACE CO. 11.3 OZ./CU. YD.

* PEBBLE, WASHED, SUBMIT SAMPLE

CONCRETE STRENGTH SHALL BE 3,500 PSI AT 28 DAYS, WITH 6% + OR – ENTRAINED AIR. MIX DESIGN SHALL NOT HAVE LESS THAN 6.25 SACKS OF CEMENT PER CUBIC YARD AND SHALL BE APPROVED BY THE CITY OF BIRMINGHAM ENGINEERING.

2 HANDICAP TRUNCATED DOMES



CONFIDENTIAL: This drawing is the property of East Jordan Iron Works, Inc. and embodies confidential information, trade secret information, and/or know how that is the property of East Jordan Iron Works, Inc. ©Copyright 2008 East Jordan Iron Works, Inc.

NOTES:

1. SURFACE TEXTURE OF SIDEWALK RAMPS SHALL BE THAT OBTAINED BY A COURSE BROOMING, TRANSVERSE TO THE SLOPE OF THE RAMP.

2. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON SIDEWALK RAMPS, FREE OF SAGS AND SHORT GRADE CHANGES.

3. IF POSSIBLE, DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. EXCEPT WHERE EXISTING DRAINAGE STRUCTURES ARE BEING UTILIZED IN THE NEW CONSTRUCTION, LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER LOCATION OF DRAINAGE STRUCTURE.

4. SIDEWALK RAMP 3 SHALL BE INSTALLED ONLY AT THE CITY'S DIRECTION.

5. REMOVE AND REPLACE CONCRETE CURB AND GUTTER SECTION AT CURB DROPS ON NON-ASPHALT SURFACED GUTTERS. USE EXISTING JOINTS OR SAW CUT FOR JOINTS. SAW CUT AT 18" FROM BACK OF CURB (FOR CURVED SECTIONS SAW CUT AT MINIMUM OF 12" AND AT A MAXIMUM OF 24" FROM BACK OF CURB). TIE NEW CONCRETE SECTION TO EXISTING PAVEMENT WITH HOOK BOLTS OR RED HEADS AT MAXIMUM OF 40" C.C.

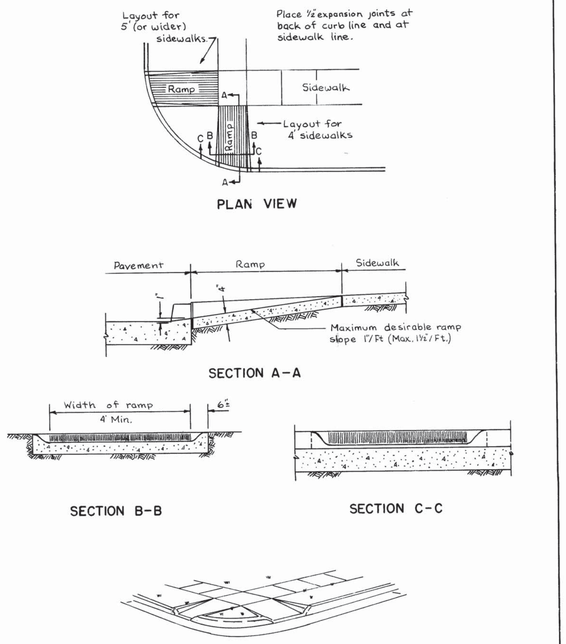
REVISIONS REVISIONS No.		DATE	BY
1	Added Truncated Dome details	07-05-07	City
2	Revised Truncated Dome details	06-26-08	City

CITY OF BIRMINGHAM, MICHIGAN
ENGINEERING DEPARTMENT

CBD STREETSCAPE STANDARD DETAILS

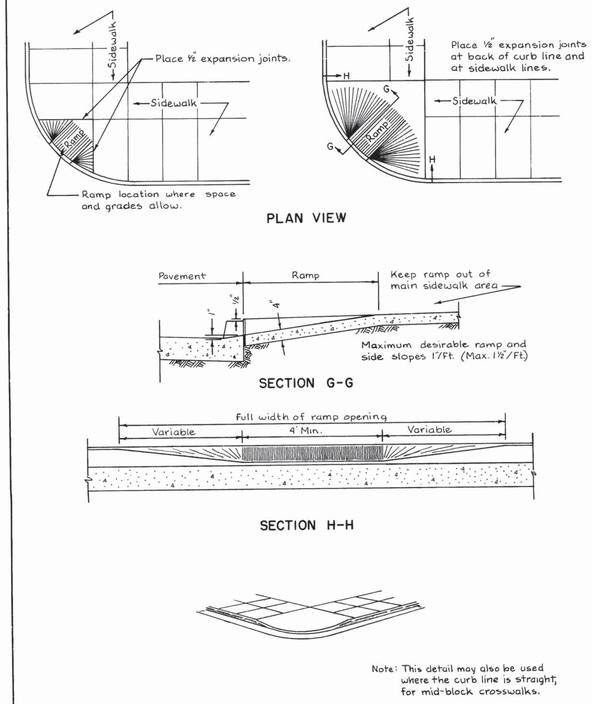
SCALE: HORIZONTAL
VERTICAL
ACCT. NO.
DRAWN BY: NF
APPROVED BY
CHECKED BY
CITY ENGINEER
SHEET OF SHEETS
DATE: April 4, 2003

HOWARD STIFFLER 4-75 MC 3649-



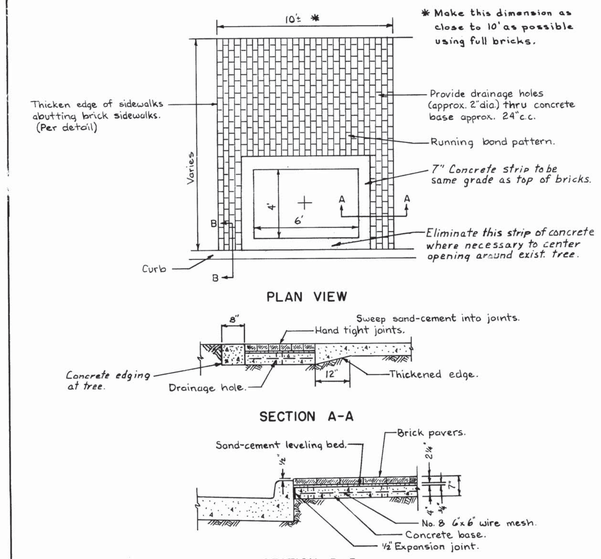
SIDEWALK RAMP TYPE 1

1



SIDEWALK RAMP TYPE 3

3



NOTES

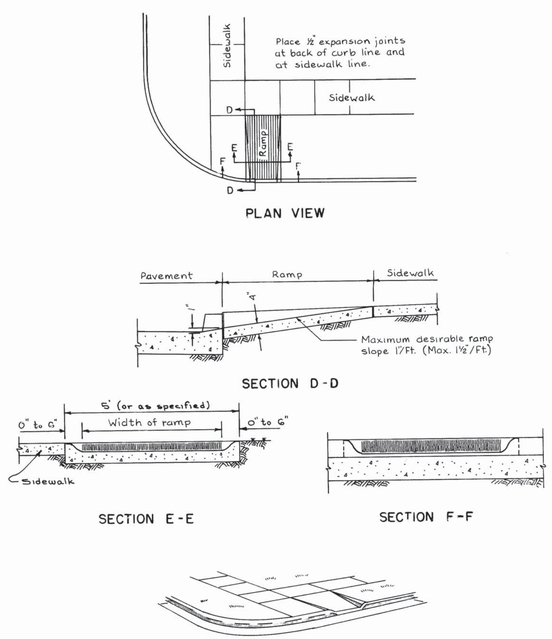
1. Place 8" concrete edging along all unconfined brick edges. Where prairie film (stone epoxy) is to be installed by City, place temporary wood edging (1"x4" or larger).
2. Sand-cement to be 1 part cement for each 6 parts sand.
3. Brick pavers to be 4"x8"x2¼".
4. Brick panels to be centered (as measured parallel to curb) on existing or proposed trees.

BRICK PAVER SIDEWALK

5

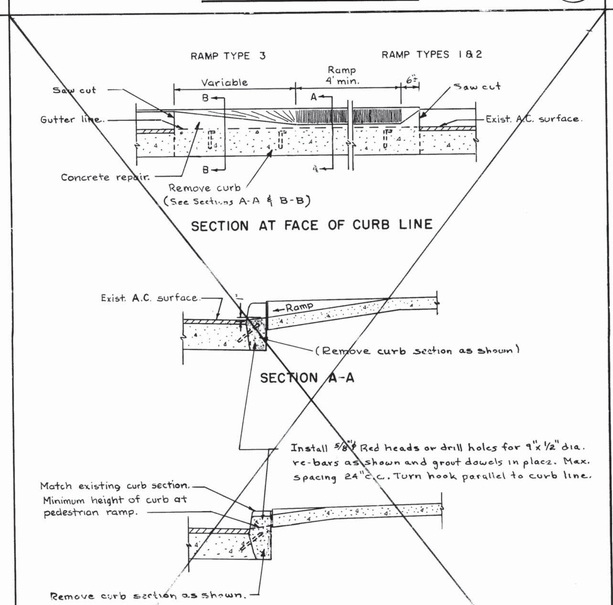
NOTES FOR SIDEWALK RAMPS

1. Surface texture of the ramp shall be that obtained by a course brooming, transverse to the slope of the ramp.
2. Care shall be taken to assure a uniform grade on the ramp, free of sags and short grade changes.
3. If possible, drainage structures should not be placed in line with ramps. Except where existing drainage structures are being utilized in the new construction, location of the ramp should take precedence over location of drainage structure.
4. Use of sidewalk ramp type 2 shall be restricted to locations where it is not feasible to use type 1 or 3.
5. The normal gutter line profile shall be maintained through the area of the ramp.
6. **Remove and replace concrete curb and gutter section at curb drops on non-asphalt surfaced gutters.** Use existing joints or saw cut for joints. Saw cut at 18" from back of curb (for curved sections saw cut at minimum of 12" and at maximum of 24" from back of curb). Tie new concrete section to existing pavement with hook bolts or red heads at maximum of 24" c.c. (see detail 4).



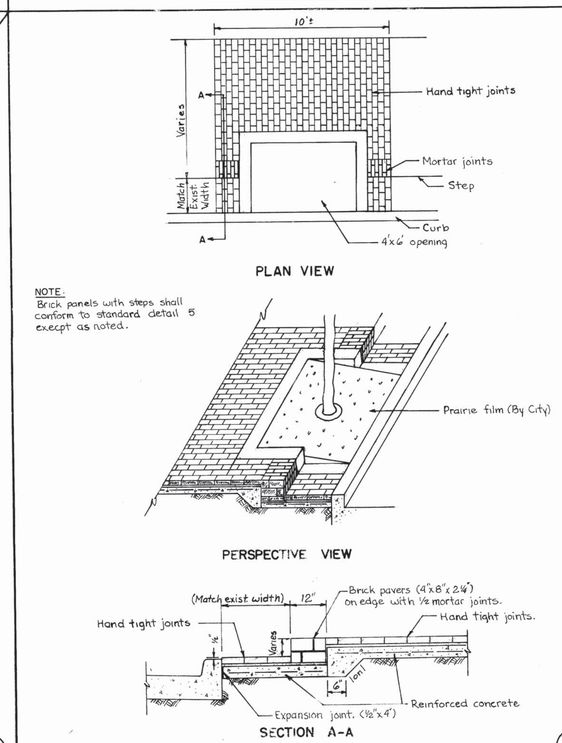
SIDEWALK RAMP TYPE 2

2



CURB REPAIR AT RAMPS
(FOR ASPHALT SURFACED PAVEMENTS)

4



BRICK PANELS AT STEPS

6

REVISIONS		
NO.	DATE	BY
1.	8-25-76	RLB
2.	4-22-77	RLB
3.	6-23-78	RGS
4.	3-26-79	RGS
5.	9-17-92	JN

CITY OF BIRMINGHAM, MICHIGAN
ENGINEERING DEPARTMENT

STANDARD DETAILS

SIDEWALK RAMPS AND BRICK PAVER SIDEWALKS

SCALE: HORIZONTAL
VERTICAL
ACCT. NO.
DRAWN BY RLB 3-9-76
CHECKED BY 3-31-76
APPROVED BY
CITY ENGINEER
SHEET 1 OF 1 SHEETS
DATE 3-9-76

ARCHITECTURE REVIEW COMMITTEE
CITY HALL CONFERENCE ROOM 202
151 MARTIN ST, Birmingham, MI

FRIDAY – February 8, 2019
8:30 a.m.

NOTICE OF MEETING

PLEASE TAKE NOTICE that a Regular Meeting of the Architectural Review Committee will take place on Friday, February 8, 2019 in City Hall Conference Room 202, at 151 Martin St., Birmingham, MI 48009. The meeting will begin at 8:30 a.m.

MEETING AGENDA

1. Roll Call
2. Approve minutes from the Nov. 9, 2018, ARC meeting.
3. Review updated designs of river access, and southern island Lot 6
4. Develop concept design for the northwest corner of Park Street and Hamilton Ave.
5. Adjournment

Approved minutes of this meeting will be available in the City Manager's Office or online at www.bhamgov.org.

NOTICE IS GIVEN in accordance with Act 261,1968 Public Act 267.

Posted: Feb. 4, 2019

Notice: Due to Building Security, public entrance during non-business hours is through the Police Department—Pierce St. Entrance only. Individuals with disabilities requiring assistance to enter the building should request aid via the intercom system at the parking lot entrance gate on Henrietta St.

Persons with disabilities that may require assistance for effective participation in this public meeting should contact the City Clerk's Office at the number (248) 530-1880, or (248) 644-5115 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-5115 (para las personas con incapacidad auditiva) por lo menos un dia antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964*).*

City of Birmingham
A Walkable Community

MEMORANDUM

Engineering Dept.

DATE: **February 5, 2019**

TO: **Architectural Review Committee**

FROM: **Paul T. O'Meara, City Engineer**

SUBJECT: **Park St. & Hamilton Ave. – Northwest Corner**

The Engineering Dept. is currently preparing plans to replace the pavement on Park St. from Oakland Blvd. to Hamilton Ave. during the 2019 construction season. At this time, it appears that the sidewalks will be removed on the majority of the block, then replaced to match the streetscape theme that was constructed recently both in front of the Park St. Parking Structure, and on Hamilton Ave. The downtown streetscape theme will include a small sawcut joint patterned regular concrete sidewalk, accented by an exposed aggregate section between the main sidewalk and the curb of the new street.

At the northwest corner of Park St. and Hamilton Ave., the right-of-way is larger than the rest of the block. The area currently features a mature locust tree, surrounded by wood chips. Pictures of the area, as well as a topographic survey, are attached for your reference. It is our intention to hire the planning and urban design firm MKSK to help develop a concept plan to create an updated landscape feature at this location. Before they begin, ideas are being solicited from the ARC. Once a general direction is agreed upon, MKSK will prepare a plan view for review by the City Commission. (MKSK is the firm that the City hired to develop the conceptual plans that were used for the 2018 reconstruction of Old Woodward Ave.).

Here are a few things to consider on this design:

1. The majority of the block will consist of a 5 ft. wide concrete sidewalk and 4.5 ft. wide exposed aggregate section behind the back of the curb. As a part of the design, we will want to install a minimum 5 ft. wide regular concrete sidewalk up against the building to create the designated path for pedestrians on this block (similar to the existing conditions). There is no need to create a secondary path along the edge of the street.
2. Our Dept. of Public Services team has attempted to grow perennials at this location in the past. They have not had much success, due to the amount of shade that the existing tree creates.
3. The City has created several small urban park areas in the Central Business District within the last fifteen years. Other such park areas include directly across the street at the southwest corner of Park St. and Hamilton Ave. Other such areas are located on Oakland Blvd., Brown St., and Chester St. Photographs of these other areas are also attached for your reference.

We look forward to receiving input from the Committee.

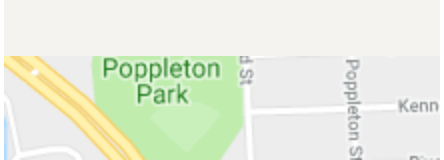
Google Maps 263 Park St

Image capture: Aug 2018 © 2019 Google

Birmingham, Michigan

Google

Street View - Aug 2018



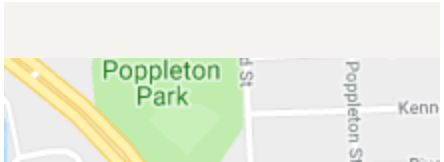
Google Maps 220 Park St

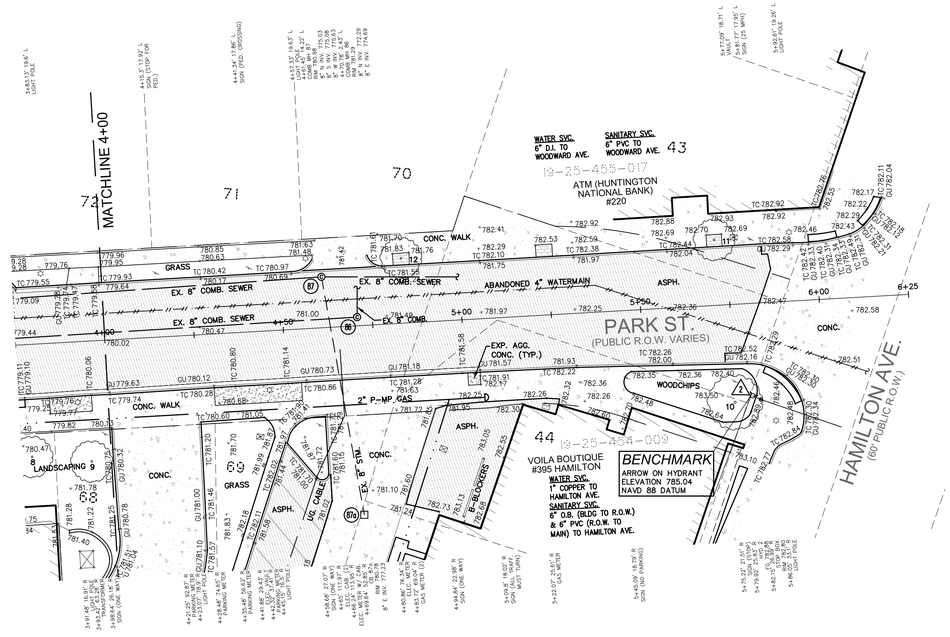
Image capture: Aug 2018 © 2019 Google

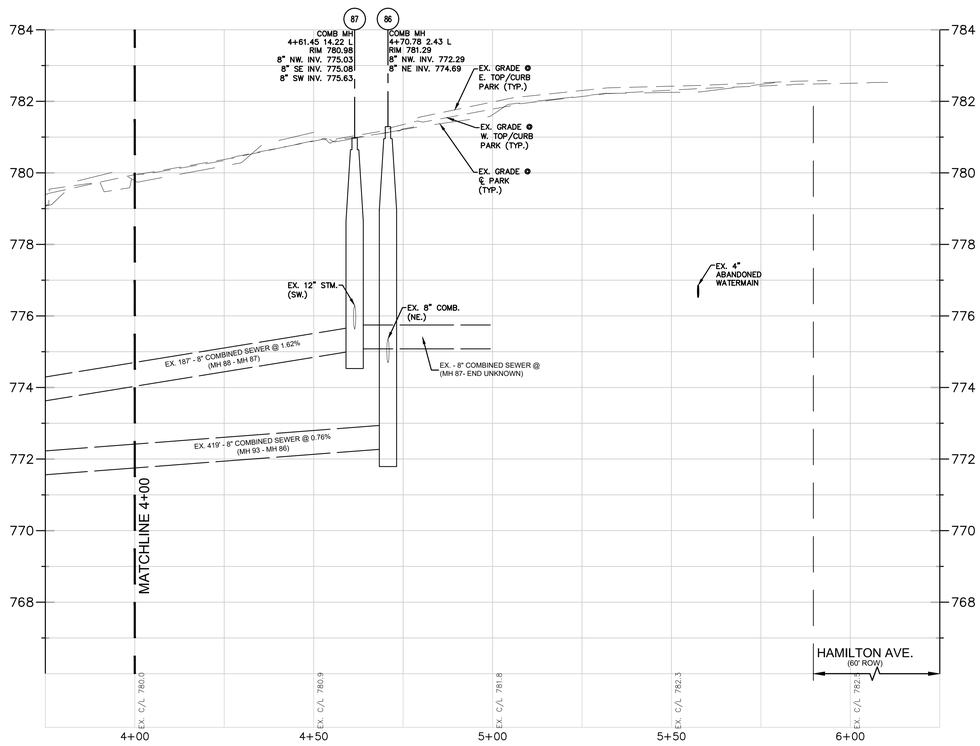
Birmingham, Michigan

Google

Street View - Aug 2018







Ex. Tree Information

Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
10	Gleditisia triacanthos	Honeylocust	13	Good	
11	Gleditisia triacanthos	Honeylocust	4	Fair	Epicormic branching
12	Gleditisia triacanthos	Honeylocust	8	Fair	Epicormic branching, girdling roots

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LEGEND

EXISTING SAN/COMB SEWER
EXISTING WATER MAIN
EXISTING STORM SEWER
EXISTING BURIED CABLES
EXISTING GAS MAIN
OVERHEAD LINES
PAVERS
ASPHALT
CONCRETE
EXP. AGG. CONCRETE
SAWCUT CONCRETE

CLEAN-OUT, MANHOLE, COMB, SAN, CVB, GVW, HYDRANT, R/CB, MANHOLE, CB, END SECTION, ELEC. METER, ELECTRIC MANHOLE, TELEPHONE MANHOLE, GAS METER, GAS MARKER, GAS VALVE, UTILITY POLE, LIGHT POLE, GUY WIRE, STRAIN POLE, RECORD CURB STOP LOCATION (APPROX.), LANDSCAPE BED, EX. SOIL BORING, PUBLIC PHONE, WELL, PUMP, SIGN, POST/BOLLARD, PARKING METER, MAIL BOX, ROCK/BOULDER, SPRINKLER VALVE BOX, SPRINKLER HEAD, FOUND PROPERTY MARKER, DOWNSPOUT, ×000.00 GROUND ELEVATION

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SEAL

PROJECT
2019 Collector Streets
Project #2-19(P)

CLIENT
City of Birmingham
A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the NE. ¼ & SE.¼ of Sections 36 & Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan

SHEET
Topographic / Tree Survey
Park Street
Sta. 4+00 to P.O.E.

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
-	

DRAWN BY: C. Danielsen
DESIGNED BY: -
APPROVED BY: B. Buchholz
DATE: 1-4-2019
SCALE: 1" = 20'

NFE JOB NO. K720
SHEET NO. T3

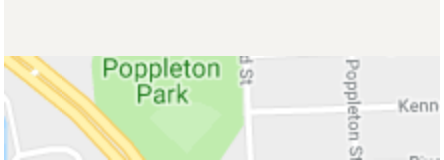
Google Maps 261 Park St

Image capture: Aug 2018 © 2019 Google

Birmingham, Michigan

Google

Street View - Aug 2018



Google Maps 300 N Old Woodward Ave

Image capture: Aug 2018 © 2019 Google

Birmingham, Michigan

Google

Street View - Aug 2018

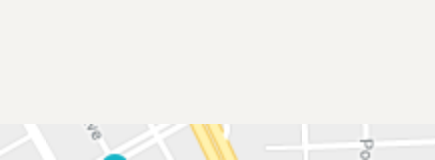
Google Maps 400 E Brown St

Image capture: Aug 2018 © 2019 Google

Birmingham, Michigan

Google

Street View - Aug 2018



Google Maps 437 W Maple Rd

Image capture: Aug 2018 © 2019 Google

Birmingham, Michigan

Google

Street View - Aug 2018

ARCHITECTURE REVIEW COMMITTEE
CITY HALL CONFERENCE ROOM 202
151 MARTIN ST, Birmingham, MI

FRIDAY – April 5, 2019
8:15 a.m.

NOTICE OF MEETING

PLEASE TAKE NOTICE that a Regular Meeting of the Architectural Review Committee will take place on Friday, April 5, 2019 in City Hall Conference Room 202, at 151 Martin St., Birmingham, MI 48009. The meeting will begin at 8:15 a.m.

MEETING AGENDA

1. Roll Call
2. Approve minutes from the February 8, 2019, ARC meeting.
3. Review updated design for the Maple and Chesterfield Pocket Park
4. Review updated design for the northwest corner of Park Street and Hamilton Ave.
5. Adjournment

Approved minutes of this meeting will be available in the City Manager's Office or online at www.bhamgov.org.

NOTICE IS GIVEN in accordance with Act 261,1968 Public Act 267.

Posted: April 2, 2019

Notice: Due to Building Security, public entrance during non-business hours is through the Police Department—Pierce St. Entrance only. Individuals with disabilities requiring assistance to enter the building should request aid via the intercom system at the parking lot entrance gate on Henrietta St.

Persons with disabilities that may require assistance for effective participation in this public meeting should contact the City Clerk's Office at the number (248) 530-1880, or (248) 644-5115 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-5115 (para las personas con incapacidad auditiva) por lo menos un dia antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964*).*

Architectural Review Committee Minutes

Conference Room 203
151 Martin St., Birmingham, MI 248.530.1807
Friday, February 8, 2019

Meeting called to order at 8:30 a.m.

Present: Larry Bertollini, Chris Longe

1 vacancy:

City Staff: Joe Valentine, City Manager
Paul O'Meara, City Engineer
Austin Fletcher, Assistant City Engineer
Theresa Bridges, Assistant City Engineer
Carrie Laird, Parks and Recreation Manager
Joellen Haines, Assistant to the City Manager

Chris Longe made a motion to approve the November 9, 2018 Architectural Review Committee (ARC) meeting minutes, which was seconded by Larry Bertollini. All were in favor.

Joe Valentine presented the first item for consideration, the review of Parking Lot 6 river access design, Concept D, which was a result of suggestions by the ARC at the Nov. 9, 2018 meeting. Austin Fletcher advised that Concept D is the fourth iteration by Hubbel, Roth and Clark (HRC).. C. Longe said the design looks like what they discussed, and he has no issues with it. L. Bertollini said he would like more natural vegetation, but takes no exception to it. Fletcher asked for a preference on the type of stone used in the main access area and offered options of flagstone, natural cut slate, blue stone or Sofala quartz. Longe said he had no preference and was okay with whatever was recommended, and really liked the large irregular cut shapes. Bertollini said he was okay with anything that would last a while and be easy to maintain. The committee also discussed ledge rock and were okay with it as submitted.

A motion was made by Longe to approve the Concept D design for Parking Lot 6 river access, as submitted, seconded by Bertollini; 2 yeas, 0 nays.

The second item on the agenda was a request for the ARC to offer concept ideas for the landscape design on the northwest corner of Park Street and Hamilton. Currently, there is a large tree with a raised bed of mulch with mature roots from the tree. Fletcher said he asked DPS for an answer on whether the irrigation could reach that area which would determine potential for designs. Carrie Laird explained that the existing irrigation further north down the street would not reach to accommodate vegetation which needs irrigation. The committee discussed additional options for that corner. Longe said he would like to see the current designs for all four corners of that intersection when the ARC meets next time, to evaluate a design that integrates with the whole intersection. Longe said he would like to keep the existing tree, and possibly have

vegetation on the opposite end with a short walkway between the two areas. The committee discussed adding 1-2 benches as an option or a stone bench such as the ones used in the Old Woodward Project. Bertollini and Longe both submitted concept sketches to Engineering to be given to MKSK in preparing design options.

The meeting was adjourned at 9:01 a.m.

Manager's Directives Resulting from the Architectural Review Committee Meeting of November 9, 2018:

1. **To proceed with Concept D design as submitted for the Parking Lot 6 River Access.**

2. **To take the suggestions made by the ARC for the northwest corner of Hamilton Ave. and Park Street and come back with 2-3 landscape design suggestions, plus provide a look at all four corners of the intersection for a comprehensive view at the next meeting.**

City of Birmingham
A Walkable Community

MEMORANDUM

Engineering Department

DATE: **April 2, 2019**

TO: **Architectural Review Committee**

FROM: **Austin W. Fletcher, Assistant City Engineer**

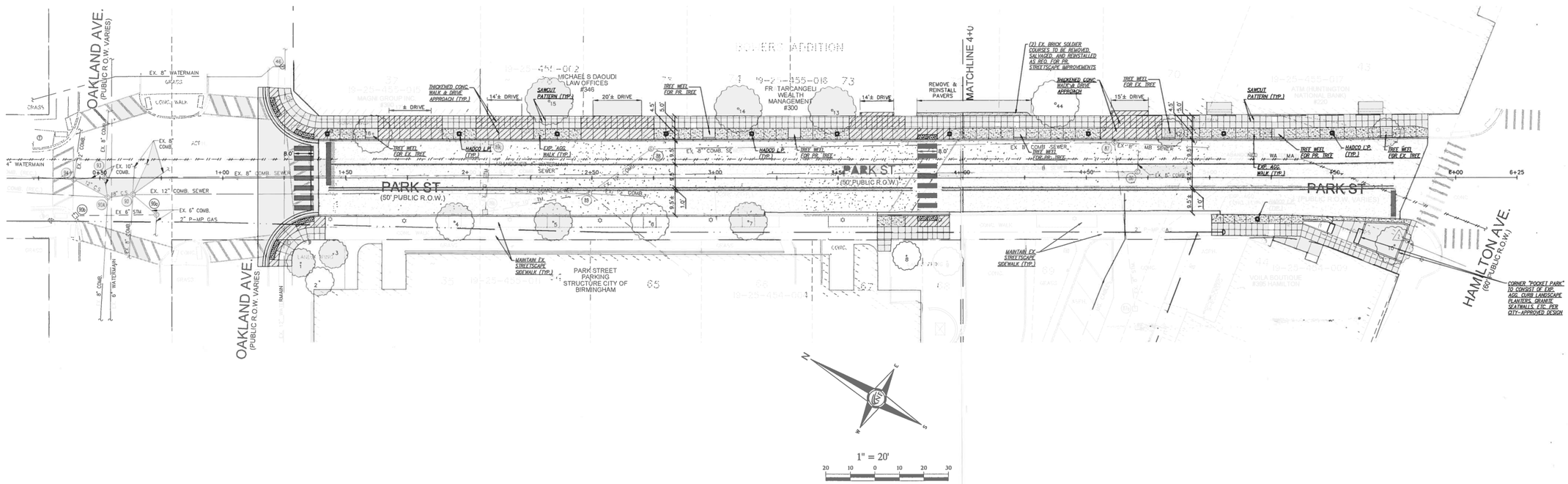
SUBJECT: **Park Street & Hamilton Avenue – Northwest Corner**

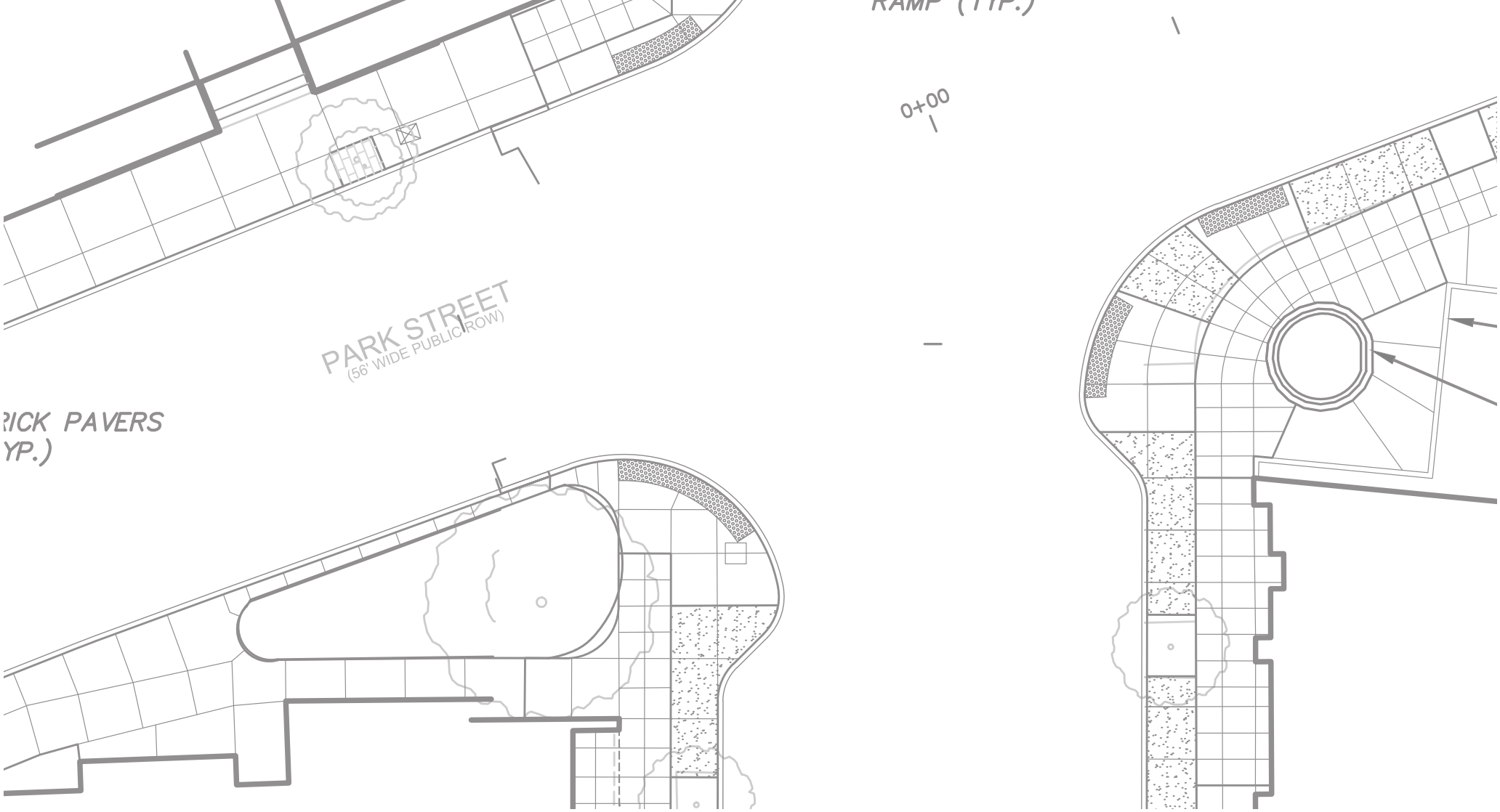
As you may recall, the improvement to the northeast corner of Park Street and Hamilton was previously presented to the Architectural Review Committee at their last meeting (2/8/19). At that time the Committee provided preliminary design ideas and requested that a drawing be provided that showed how the proposed improvement related to the other three (3) corners as well as provide a couple of landscape designs for the northwest corner.

Since February ARC meeting, staff worked with our planning consultant (MKSK) to further develop the initial ideas conveyed by the ARC. We also presented the project to the City Commission to obtain approval of the project so design may move forward and that a Special Assessment District (SAD) could be established for the new streetscape. During that meeting, the City Commission wanted to see how the entire block would look including the enhancement at the northwest corner of Park and Hamilton. In an effort to obtain the approval for the project and SAD, City staff worked with our consultants to provide the Commission with the requested drawing (see attached). Due to time constraints, staff elected to only include one version on the plan provided to the Commission which received a positive response.

Attached for your review and comments is the above-reference option as well as a plan showing the overall Park Street project.

We look forward to receiving input from the Committee.


OAKLAND AVE.
(PUBLIC R.O.W. VARIES)
EX. 8" WATERMAIN
GRASS
CONC. WALK
EX. 8" COMB.
EX. 10" COMB.
EX. 12" COMB. SEWER
EX. 6" STM.
EX. 6" COMB.
2" P-MP GAS
4" WATERMAIN
8" WATERMAIN
8" COMB.
EX. 8" COMB. SEWER
PARK ST.
(50' PUBLIC R.O.W.)
THICKENED CONC. WALK & DRIVE APPROACH (TYP.)
14'± DRIVE
SAWCUT PATTERN (TYP.)
20'± DRIVE
MICHAEL S DAOUDI LAW OFFICES #346
TREE WELL FOR EX. TREE
TREE WELL FOR PR. TREE
HADCO L.P. (TYP.)
EXP. AGG. WALK (TYP.)
EX. 8" COMB. SE
FR TARCANGELI WEALTH MANAGEMENT #300
REMOVE & REINSTALL PAVERS
MATCHLINE 4+0
(2) EX. BRICK SOLDIER COURSES TO BE REMOVED, SALVAGED, AND REINSTALLED AS REQ. FOR PR. STREETSCAPE IMPROVEMENTS
15'± DRIVE
EX. 8" COMB. SEWER
EX. 8" MB SEWER
MAINTAIN EX. STREETSCAPE SIDEWALK (TYP.)
PARK STREET PARKING STRUCTURE CITY OF BIRMINGHAM
HAMILTON AVE.
(60' PUBLIC R.O.W.)
CORNER "POCKET PARK" TO CONSIST OF EXP. AGG. CURB LANDSCAPE PLANTERS, GRANITE SEATWALLS, ETC. PER CITY-APPROVED DESIGN
N
W
E
S
1" = 20'
20 10 0 10 20 30



PARK ST CORNER LANDSCAPE DESIGN

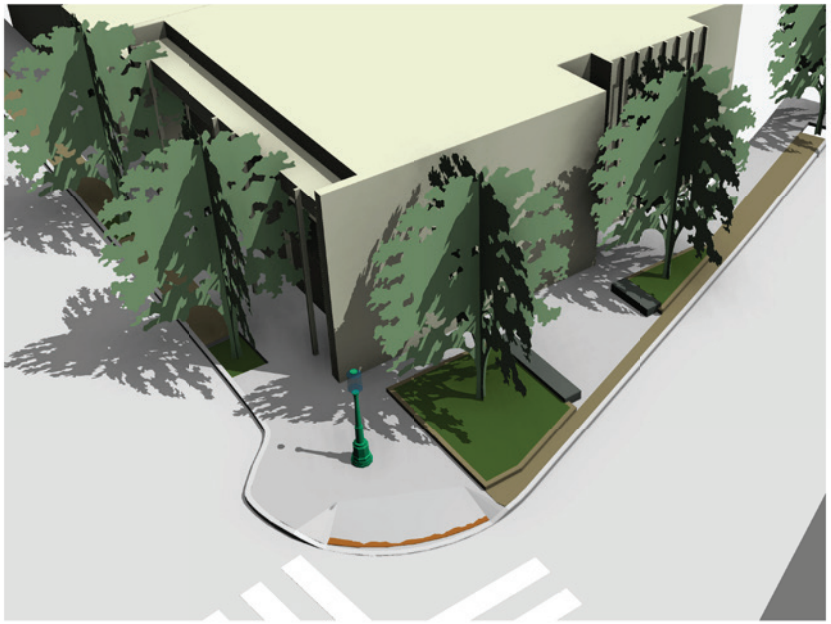
CONCEPT
DESIGN REVIEW
March 13, 2019

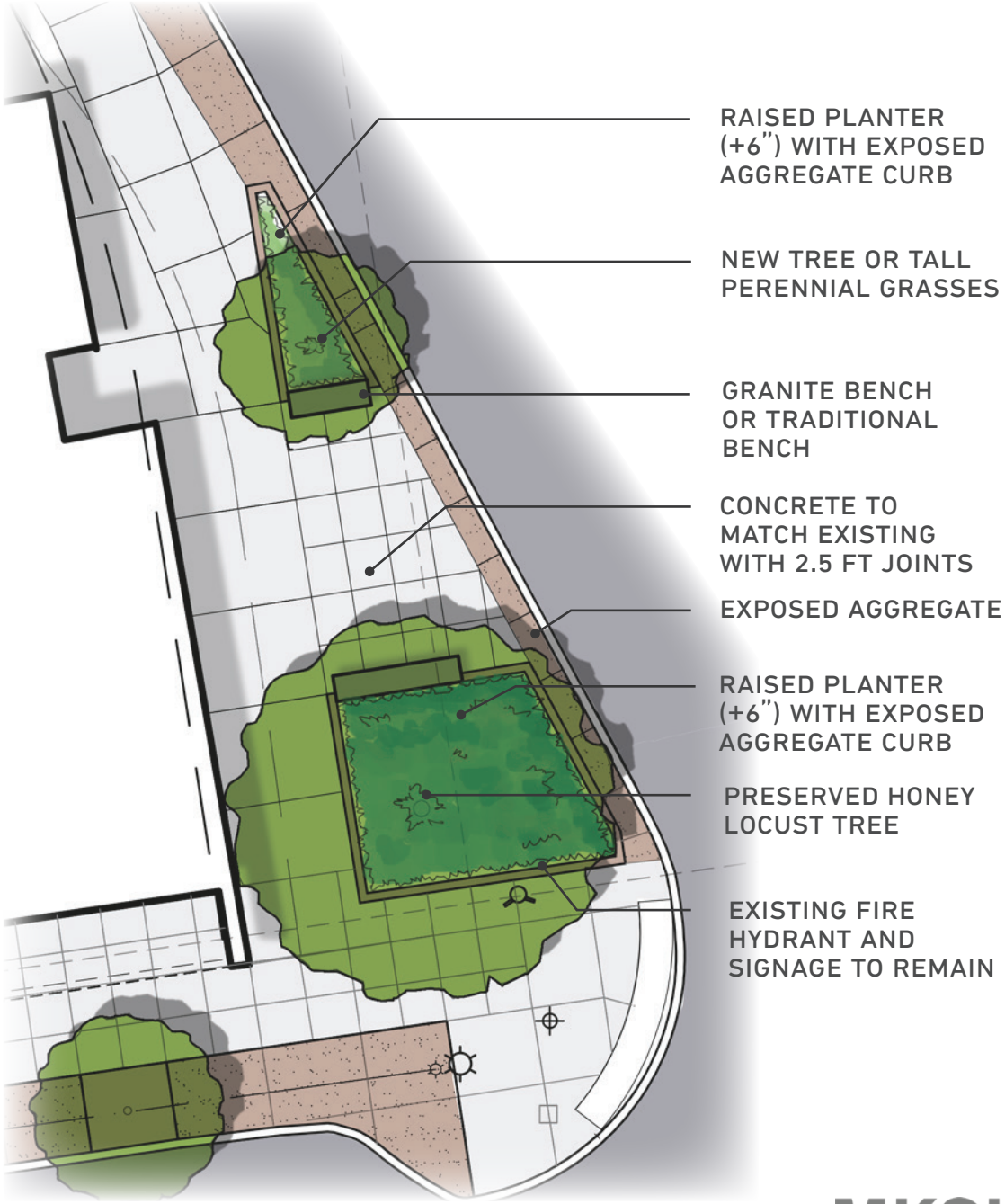
GOALS AND OBJECTIVES

- Develop a design development level landscape concept for the NW corner of Park St and Hamilton St
- Create a pedestrian-friendly corner for visitors and workers of local shops and restaurants.
- Integrate existing operational needs including ADA clearance, waste collection, signage, fire hydrant access, street signage, and lighting
- Develop paving material layouts that emphasize the corner as a small gathering space.

STRENGTHS AND OPPORTUNITIES

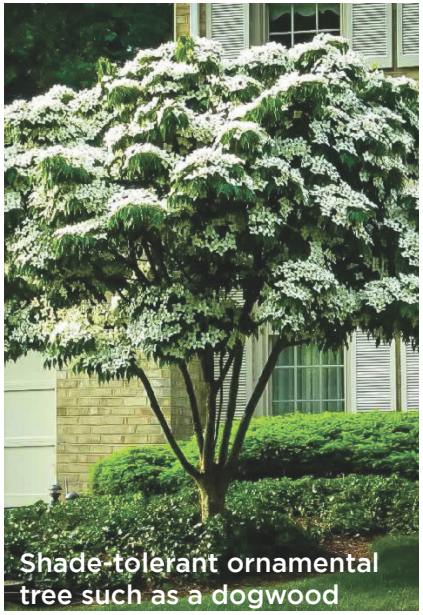
1. Prominent, exposed corner
2. Large, empty brick wall
3. Preservation of tree
4. Shade due to tree and building
5. Adjacent local restaurants and retail




RAISED PLANTER (+6") WITH EXPOSED AGGREGATE CURB
NEW TREE OR TALL PERENNIAL GRASSES
GRANITE BENCH OR TRADITIONAL BENCH
CONCRETE TO MATCH EXISTING WITH 2.5 FT JOINTS
EXPOSED AGGREGATE
RAISED PLANTER (+6") WITH EXPOSED AGGREGATE CURB
PRESERVED HONEY LOCUST TREE
EXISTING FIRE HYDRANT AND SIGNAGE TO REMAIN

Existing installed planter and granite bench on Old Woodward

Traditional bench alternative



Shade-tolerant ornamental tree such as a dogwood

Tall grasses in north planter envelopes seating

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **June 6, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**
Bryan Grill, Golf Course Superintendent

SUBJECT: **Sand Bunker Rake Replacements**

INTRODUCTION:
The Department of Public Services is requesting approval for the purchase of two (2) new Toro Sand Pro 3040s, to replace the two (2) Toro Sand Pro 3040s at Lincoln Hills Golf Course and Springdale Golf Course.

BACKGROUND:
Both Toro Sand Pro 3040s, used to rake and maintain the bunkers at both golf courses, were purchased in April of 2007, at a cost of $12,551 each. We were able to extend their six-year useful life expectancy by six years. Each Sand Pro 3040 is in use for approximately 200 hours a year. By replacing them now, costly repairs and down time for the machines can be avoided. The Sand Pro 3040s are essential for maintaining the 34 bunkers on the golf courses.

The Department recommends replacing these two (2) Sand Pro 3040s with two (2) new Sand Pro 3040s. These two machines would be immediately purchased and promptly delivered for use this golf season.

LEGAL REVIEW:
This item does not require legal review.

FISCAL IMPACT:
The State of Michigan extended purchasing contract #2017025, awarded to Spartan Distributors, is the exclusive dealer for this contract. The price of the Sand Pro 3040 is $20,112.26. We are requesting to purchase two (2) for a total of $40,224.52. Funds for this purchase are available in the Auto Equipment Fund account #641-441.006-971.0100. The existing machines will either be sold through the MITN auction site or traded in to Spartan Distributors at $4,500 each, whichever is greater. These machines are listed in the 18-19 equipment replacement schedule.

SUMMARY
Due to age and condition, the Department of Public Services recommends replacing two (2) golf course bunker rakes, at a combined cost of $40,224.52.

ATTACHMENTS:
There are no attachments included with this report.

SUGGESTED RESOLUTION:
To approve the purchase of two (2) Toro Sand Pro 3040s from Spartan Distributors, through the State of Michigan extendable purchasing contract #2017025 for a total expenditure of $40,224.52 from the Auto Equipment Fund account #641-441.006-971.0100.

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MEMORANDUM

Department of Public Services

DATE: **June 13, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**
Aaron J. Filipski, Public Services Manager

SUBJECT: **Vehicle #1 Replacement**

INTRODUCTION:
City vehicle #1 is a 2004 Chevrolet Malibu administrative vehicle. Due to its age and condition, the Department of Public Services recommends replacement.

BACKGROUND:
This vehicle, used for a variety of administrative functions, is among the oldest in the city's fleet. Despite having relatively low miles, fleet technicians have identified several age-related conditions, including significant corrosion of fuel and brake lines along its undercarriage. The potential for costly repairs and the safety issues these conditions present warrants replacement consideration. The chart below illustrates the vehicle's replacement evaluation score.

Vehicle #1 - 2004 Chevrolet Malibu

FACTOR	**DESCRIPTION**	**POINTS**
Age	1 point each year of age	14
Miles/Hours	1 point each 10,000 miles of usage	3
Type of Service	Type 1 – Standard sedans and light pickups	1
Reliability	Level 2 – In shop 1 time within 3 month period; 1 breakdown/road call within 3 month period	2
M & R Costs	Level 2 – Maintenance costs are 21-40% of replacement costs	2
Condition	Level 4 – Previous accident damage, poor paint and body condition, rust, bad interior, major damage from add-on equipment, and 1 drive train component bad	4
	TOTAL POINTS 23-27, **SATISFACTORY** – Qualifies for replacement if budget allows.	**26**

The department recommends replacing this vehicle with a 2019 Ford Fusion, available from Gorno Ford through the State of Michigan Mi-Deal extendable purchasing contract.

LEGAL REVIEW:
This item does not require legal review.

FISCAL IMPACT:
The cost to replace this vehicle with a 2019 Ford Fusion S is $18,678; funding for this purchase is available in the Auto Equipment Fund. Although vehicle #1 was not originally included in the 18-19 replacement schedule, the deferment of vehicle #202 to the FY 19-20 schedule will offset

any impact on the Auto Equipment Fund. Upon delivery of the replacement, the vehicle will be placed on the Michigan Intergovernmental Trade Network for public auction.

SUMMARY

The Department of Public Services recommends replacing city vehicle #1 – a 2004 Chevrolet Malibu – with a new 2019 Ford Fusion through the State of Michigan Mi-Deal extendable purchasing contract #071B7700181 – awarded to Gorno Ford, located in Woodhaven, Mich. – for a total expenditure of $18,678.00. Funds for this purchase are available in the Auto Equipment Fund.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED RESOLUTION:

To approve the purchase of one (1) new 2019 Ford Fusion from Gorno Ford through the State of Michigan Mi-Deal extendable purchasing contract #071B7700181 in the amount of $18,678.00 from account #641-441.006.971.0100.

City of Birmingham
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MEMORANDUM

Building Department

DATE: **June 17, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Bruce R. Johnson, Building Official**

SUBJECT: **Canon Large Document Scanner/Printer**

INTRODUCTION:
The Building Department has, in its current fiscal year budget, the funds to purchase a large-scale scanner and printer. The scanner will be used to scan plans directly into our document storage program, Laserfiche, as well as give us the capability of printing large plans to scale.

BACKGROUND:
The Building Department currently sends plans and project documents to a third party for the scanning and uploading of these completed projects into Laserfiche. The use of this third party leads to errors in scanning and a lag time on the availability and accessibility of the files online. Having the ability to scan large documents will allow us to scan approved plans immediately into Laserfiche eliminating the need to store large plans in the office and providing instant access for the inspectors to view on the job site through their iPad.

LEGAL REVIEW:
No legal review is required for this purchase.

FISCAL IMPACT:
The expenditure for the large-scale scanner was budgeted and approved for the current fiscal year. Funds are available in the Building Department's Machinery & Equipment Account No: 101-371.000-971.0100. The quote was part of, and based on, the National Intergovernmental Purchasing Alliance.

SUMMARY
The Building Department is purchasing the Canon large-scale scanner/printer as a necessary expense to eliminate scanning inaccuracies, improve efficiency, decrease clutter, better organize, and streamline Community Development.

ATTACHMENTS:
Cannon quote
Specifications

SUGGESTED RESOLUTION:
To approve the purchase of a Canon IMAGEPROGRAPH TX-3000 large-scale scanner/printer with an additional roller unit from Canon Solutions America, Inc. through the National Intergovernmental Purchasing Alliance for $8,665.00 from account #101-371.000-971.0100.

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
39555 Orchard Hill Place, Suite 190
Novi, MI 48375
www.csa.canon.com

IMAGEPROGRAF TX-3000 MFP T36 SET

Includes Main Unit with Stand & Stacker, T36 Scanner, MFP Stand, All-in-One PC with a 15.6" Touch Screen Monitor and SmartWorks MFP Software, 3" Core Adapter, 1 Print Head, 1 Maintenance Cartridge (Installed), 5 Starter Ink Tanks (330ml: MBK, 160: BK, C, M, Y), Sample Heavyweight Coated HP Paper (A2 size/5 sheets), Ethernet Card (built-in), USB 2.0 High Speed Interface, USB Connection Sheet, iWR Service Terms Leaflet, User Manual, Quick Guide, Power Cord, Registration Card, PosterArtist Lite Software, Printer Driver, Media Configuration Tool, Accounting Manager, Print Plug-in for Microsoft Office, Device Management Console, Optimized Driver for AutoCAD.

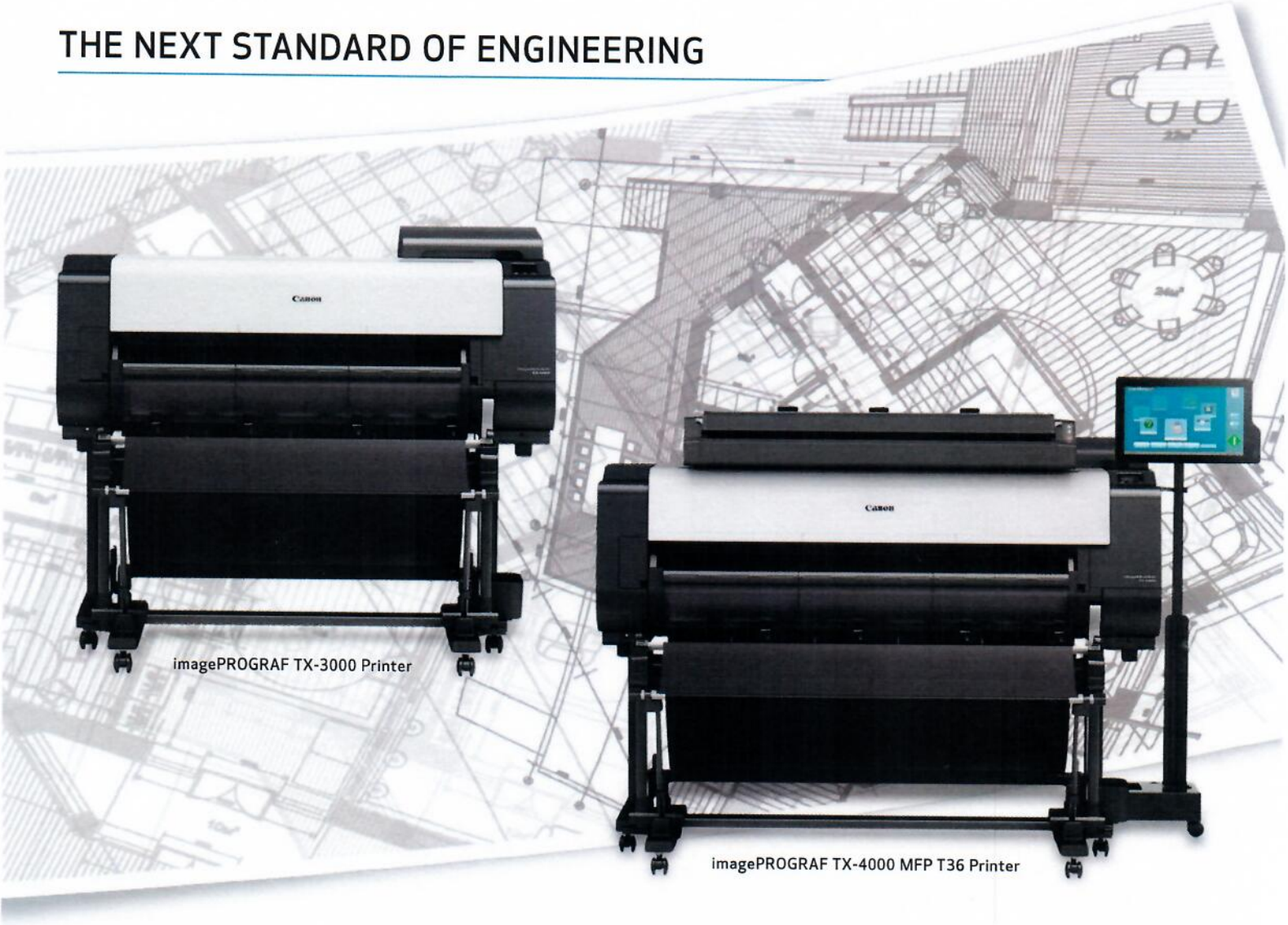
NIPA Purchase Price: $7,800.00
NIPA 60 Month Lease Price: $165.00
Additional Roller Unit: $865.00

Includes 1st Year Parts and Labor
3 Additional Years: $2,100.00

Canon
SEE IMPOSSIBLE

Large Document Solutions
7318 S. Revere Pkwy., Suite A-1
Centennial, Co. 80112
(303) 773-9015
(866) 338-4464 toll-free
info@largedocuments.com
www.largeformatscanners.com

THE NEXT STANDARD OF ENGINEERING

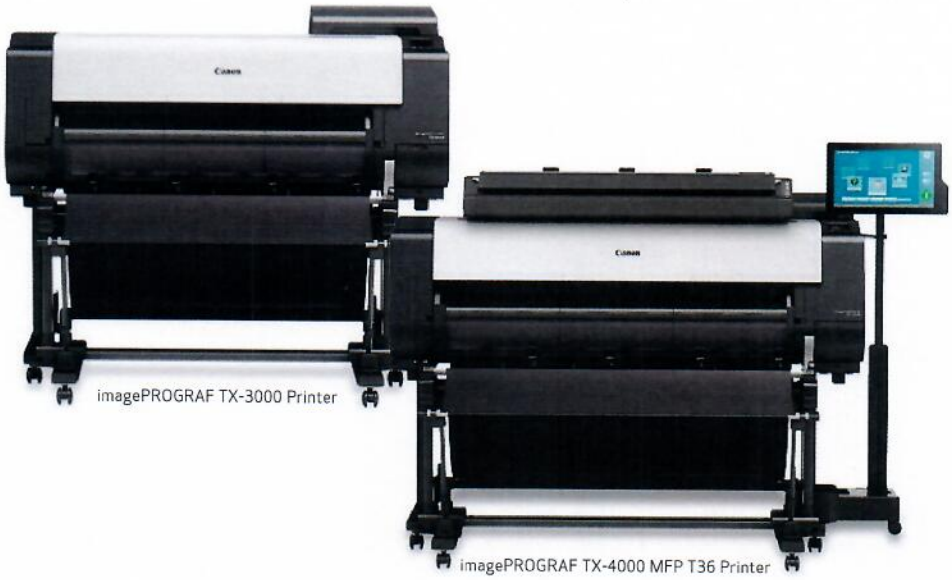


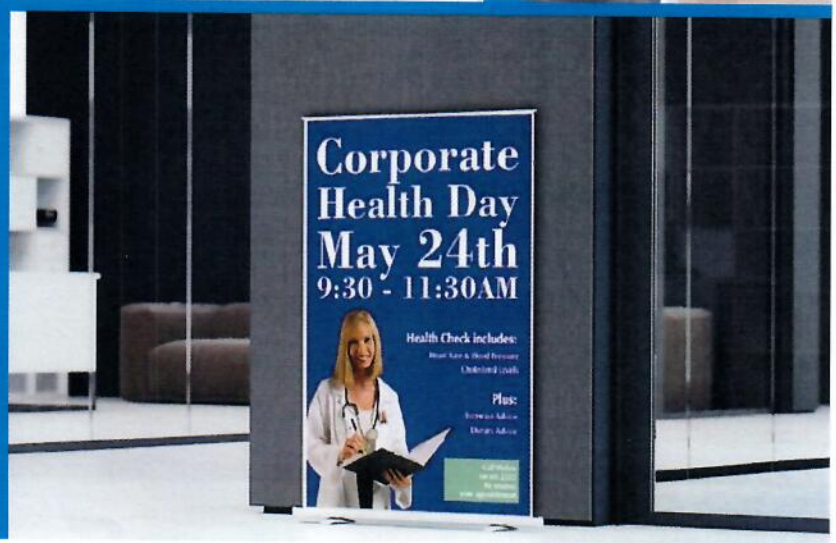
imagePROGRAF
TX Series

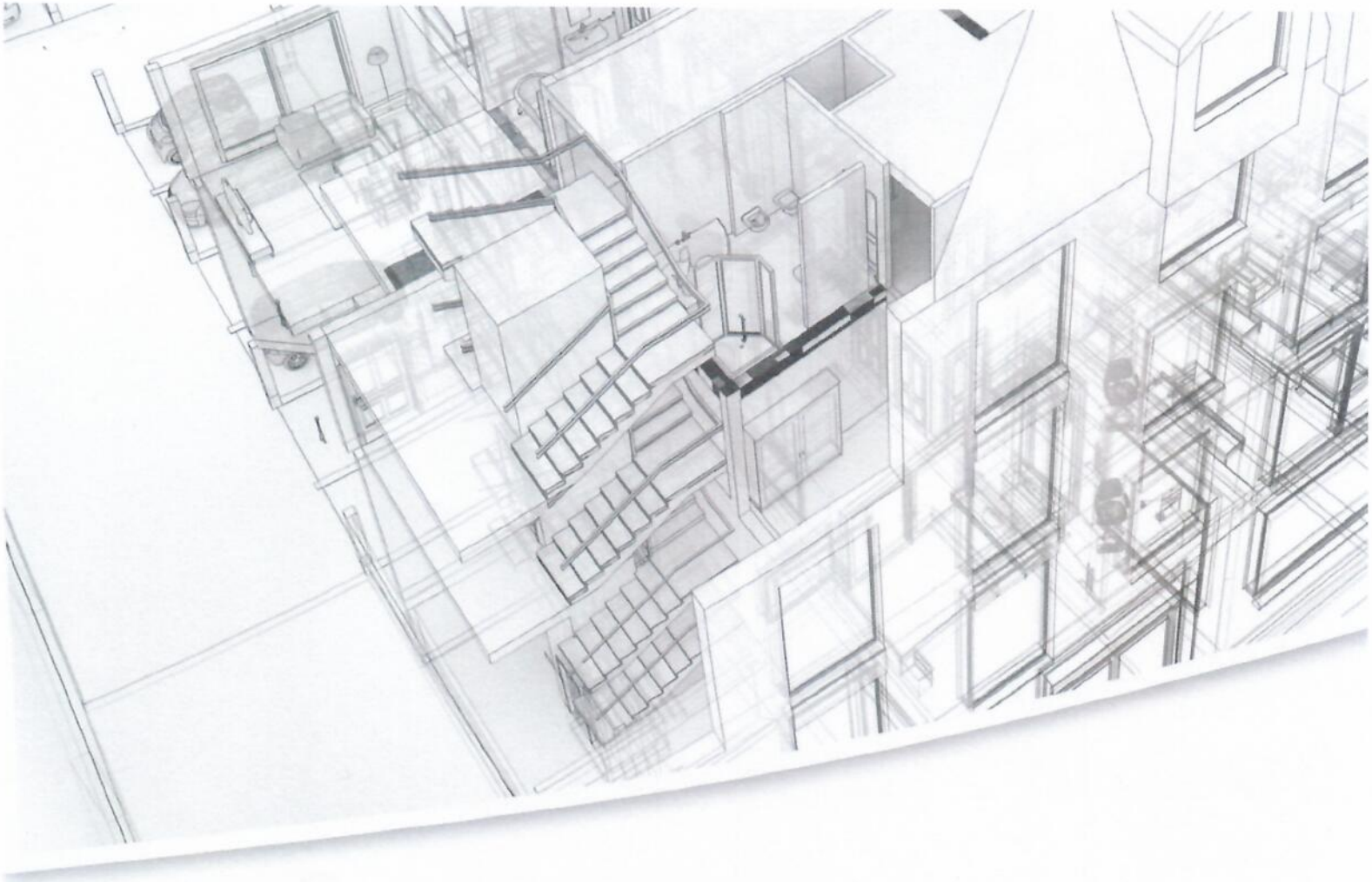
SETTING THE NEXT STANDARD OF ENGINEERING

Canon delivers the imagePROGRAF TX Series of Large-format printers—the new solution to help you capitalize on the emerging market trends and help lead your organization on the path to success.

- **36" imagePROGRAF TX-3000**
- **44" imagePROGRAF TX-4000**
- **36" imagePROGRAF TX-3000 MFP T36 Scan-to-Copy/File/Share Solution**
- **44" imagePROGRAF TX-4000 MFP T36 Scan-to-Copy/File/Share Solution**







CORE TECHNOLOGIES

#3 IN OVERALL U.S. PATENTS*

AMONG TOP 5 IN THE U.S. PATENTS FOR 31 CONSECUTIVE YEARS*

Canon continues to innovate and build on its award-winning technology,** year after year. These advances have allowed Canon to design solutions to help improve productivity, maximize use, and enhance security features in a seamless system that can put you at the forefront of the large-format printing industry.

Built for today's culture—where more is asked with less—Canon now offers multifaceted advanced solutions for the high-production, technical document inkjet printer market.

Print Head

Optional Multifunction Roll

LUCIA TD Pigment Ink

TX Stacker

Data Security

Software Solutions

* U.S. Patent and Trademark Office, 2017.
** BLI, Wide Format Line of the Year, 2017

ADVANTAGES BUILT RIGHT IN

All of the core technologies of the imagePROGRAF TX Series printers are new, including the ink system, the print head, and the mechanical platform. These printers satisfy the needs of the high-volume CAD and low-volume LED plotter markets with print quality, usability, security, and print speeds up to 147 D-sized prints per hour.◆

LUCIA TD PIGMENT INK

The imagePROGRAF TX Series printers have an all-new, 5-color LUCIA TD Pigment ink system. This ink produces fine lines and sharp text, even on non-inkjet coated paper. This ink provides a balance between bleed resistance, black density, and water resistance not found in dye ink. Choose from 160 ml, 330 ml, or 700 ml ink tanks.

AUTOMATIC MEDIA LOADING

For ease of use, the imagePROGRAF TX Series printers offer Automatic Media Loading. Simply load a roll of media onto the roll holder, place it in the printer, and that's it! The printer is able to detect the roll and then automatically feeds the media. No manual roll feeding is required.

SECURITY FEATURES

The imagePROGRAF TX Series Large-format printers come equipped with security features designed to help protect confidential information. Features include:

- Encrypted Hard Drive
- Secure Disk Erase (Conforms to U.S. Department of Defense standard DoD5220.22-M)
- IPsec Support
- SSL/TLS
- 802.1x Authentication

SECOND ROLL OPTION

The optional Multifunction Roll System can be used in two different ways. You

can load a second roll of media which can be of a different type and size, so you can automatically switch between media types and sizes, without interrupting your workflow. Or the unit can be operator-configured as a bi-directional Take-up unit.

For production printing, two rolls of media up to 650 ft. in length each (6.7" diameter) can be loaded on the printer, giving you the ability to produce over 4,500 sq. ft. of continuous printing on the TX-4000.

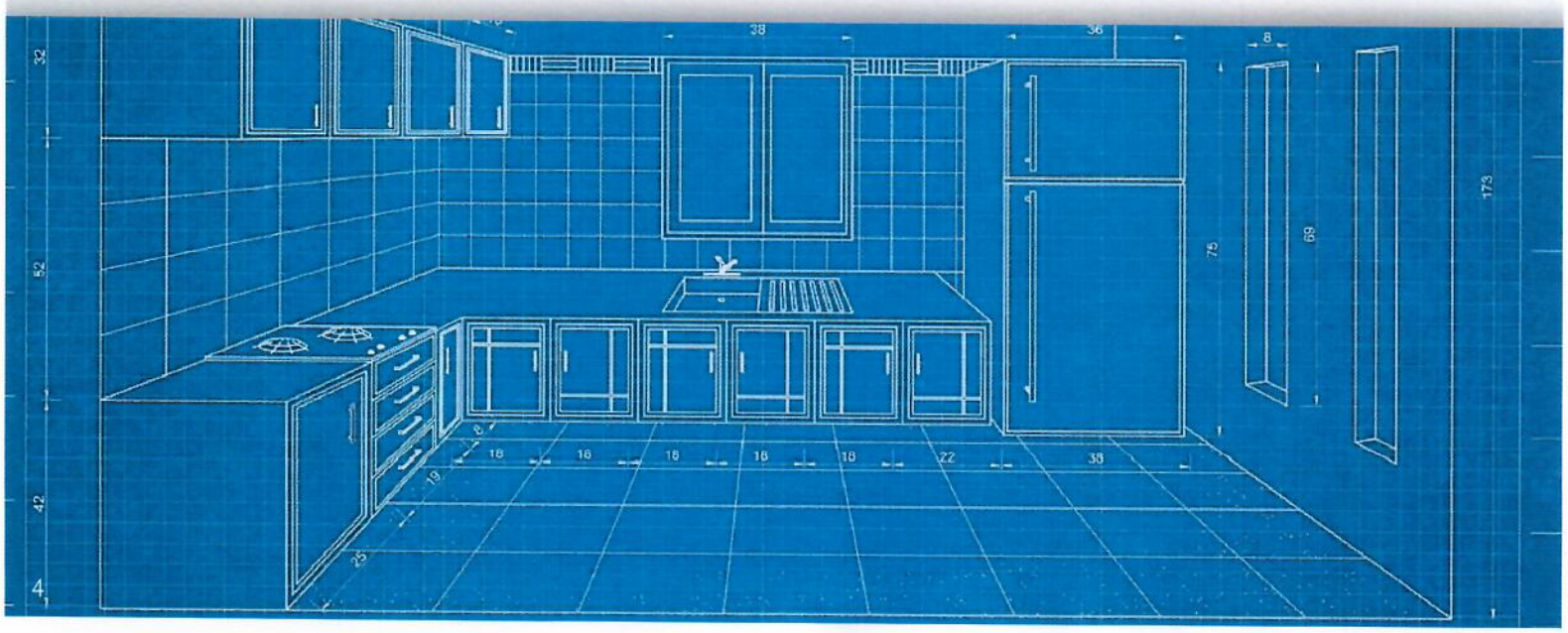
TX STACKER

The new TX Stacker can stack up to 100 sheets of ARCH C, ARCH D, or ARCH E page sizes for increased productivity. When not needed, the TX Stacker can be folded for a smaller printer footprint.

SUB-INK TANK SYSTEM

As always, the Sub-Ink Tank System is standard with all imagePROGRAF printers for uninterrupted printing. This feature allows for virtually all of the available ink in a tank to be used before having to replace it, helping eliminate any wasted ink.

◆ Plain paper, Fast (Q5) mode.



PRINTING SOLUTIONS

A wide variety of standard software is available to help streamline and optimize workflows in large-format printing environments.

DIRECT PRINT & SHARE

This cloud portal solution gives users the ability to upload, download, and print files, including:

- Drag-and-drop files to a Hot Folder
- Batch Print Files—PDF, JPEG, TIFF, and HP-GL/2 supported
- Upload files to the cloud and share across multiple sites

DIRECT USB PRINTING

Never before have imagePROGRAF 5-color printers supported direct USB drive printing. Now both PDF and JPEG files can be directly printed on the imagePROGRAF TX Series devices. Simply input the thumb drive into the USB port on the printer, preview the image on the operation panel, and print!

Wi-Fi®

Wi-Fi connectivity* is standard for the imagePROGRAF TX Series printers.

UNIFIED PRINTER DRIVER

A unified Windows driver enables users to print to any imagePROGRAF TX Series device, without the need to install additional drivers for each printer model. This simplifies installation of multiple devices within the same environment.

AutoCAD® OPTIMIZED PRINTER DRIVER

This optimized printer driver enables accurate printing of data created with AutoCAD.

PosterArtist Lite

This poster-creation software for PCs makes it easy to create posters, signs, and banners from hundreds of customizable templates and stock images. Users just follow the simple, step-by-step on-screen instructions—no design experience is required! For more information, visit: **usa.canon.com/posterartist**

ACCOUNTING MANAGER

This helps track actual ink and media usage and costs for up to 50 devices.

CANON'S PRINT-PLUG-IN FOR MICROSOFT® OFFICE

Makes printing enlargements from Microsoft® Excel®, Word, and PowerPoint® as easy as printing to a desktop printer! The on-screen wizard simplifies settings, scaling, and paper size selection.

MEDIA CONFIGURATION TOOL

Register new or custom media types and update the list of Canon GENUINE™ media.

* Wireless printing requires a working network with wireless 802.11b/g or 802.11n capability. Wireless performance may vary based on terrain and distance between the printer and wireless network clients.

imagePROGRAF TX MFP T36 LARGE-FORMAT PRINTERS

Scan-to-Copy/File/Share, the imagePROGRAF TX-3000 MFP T36 and imagePROGRAF TX-4000 MFP T36 models are integrated, multifunction, large-format solutions that include a T36 scanner, all-in-one touch screen computer, TX Stacker, and SmartWorks software.

The Canon imagePROGRAF TX MFP T36 systems are multicomponent, multifunction solutions for architects, engineers, construction, GIS, and other professionals who need to scan, edit, save, share, and print large-format documents easily and efficiently.

All-in-One Design

- Scanner attaches to the top of the printer
- Monitor stand attaches directly to the printer stand

Simultaneous Processing of Scanning and Printing

- Scanner and printer work independently allowing for greater productivity

imagePROGRAF TX-3000 MFP T36 Printer*

*Shown with optional Multifunction Roll System.

SOFTWARE AND SCANNER

SmartWorks MFP scanning software simplifies large-format scanning with intuitive operations on the touch screen display. Even novice users can easily scan, copy, or edit large-format images.

T36 SCANNER

The T36 scanner incorporates a SingleSensor Technology Assembly, which helps provide consistent and better color accuracy with more detail in the shadows and highlights than a staggered CIS array scanner.

Features

- Scanning speed of up to 13 inches per second (monochrome) and 6 inches per second (color)
- Scan a document up to 2.0 mm thick
- Face up/front load/rear exit
- Straight paper path

SmartWorks SOFTWARE

New enhancements have been made to the SmartWorks Software included with both the TX-3000 MFP T36 and TX-4000 MFP T36 printers.

SmartWorks offers:

- An easy-to-use interface with customizable background▲ and presets
- Scan-to-Multipage PDF as a standard feature!
- Ability to mark up documents directly on the monitor▲
- Real-time preview on the large 15.6" touch screen

▲Available 2018

T36 SCANNER SPECIFICATIONS

Scan Speed*
- 48-bit Full Color @ 200 dpi: 6" (per second)
- 16-bit Grayscale and Monochrome @ 200 dpi: 13" (per second)

Scan Modes
- 16.7-million Color RGB (24-bit)
- 256-level Grayscale (8-bit)
- Black and White (1-bit)

Color Space
sRGB

Maximum Resolution
1200 dpi (optical)

Scan Accuracy**
+/- 0.1% ; +/- 1 pixel

Maximum Image Width
36"

Maximum Media Width
38"

Maximum Scan Length
315" (JPEG/PDF), 598" (TIFF)

Maximum Media Thickness
0.079" (2 mm)

Media Feed System
Adaptive CIS media focus management and media guide mechanism; intuitive face-up, front-loading, and front/rear-exit media path; automatic media size detection with optical media sensors

Digital Imaging Technology
Contact Image Sensor (CIS) Technology (SingleSensor Assembly)
- 48-bit RGB digital color image capture
- 16-bit grayscale image capture
- Panchromatic monochrome and black and white
- Bi-directional extra long-life LED light system for optimum object illumination and instant-on scanning capability

Digital Image Processing
- 2D Intelligent Adaptive Thresholding (IAT) (1-bit mode)
- Fixed Threshold Black and White (1-bit mode)
- Dynamic Normalization Application (DNA) with 16-bit Super Sampling

User Status and One-Touch Operation
Right-side mounted control panel; walk-up operation and user selection of stop, forward and rewind, scan, copy, or copy and archive

Included Software
- SmartWorks MFP Scan-to-Copy/File/Email with Real-time Image Viewer. Supports TIFF, JPEG, TIFF G4, and PDF.

Operating System
Windows 10 Enterprise LTSB (x64)

User Maintenance
Installable Plug-and-Play Scanner; Simple Cleaning

Scanner Interface Kit
Superspeed USB 3.0 (PC Connector Compatible with USB 2.0 and USB 3.0 sockets)

Operating Environments
10 – 35°C, 35-80% RH, Non-condensing

External Power Supply
100-240 VAC Autosensing +/- 10%, 50-60Hz

Scanner Power Consumption
- 53 Wh (scanning)
- 5 Wh (stand-by)

Compliances
VCCL, CB, CE, FCC, UL, RoHS, ENERGY STAR®

Scanner Dimensions
Height: 6.3"
Width: 32.6"
Depth: 14.4"

Scanner Weight
Approx. 33.1 lb.

What's In The Box?
- T36 Scanner with Power Cord, USB 3.0 Cable
- Power Supply
- Ethernet Cable
- Stand
- (2) Paper Edge Guides
- (3) Document Return Guides
- All-in-One Touch Screen Computer
- USB Drive with SmartWorks MFP Software, Scanner User Manual, and Quick Start Guide
- Calibration Target
- T36 Scanner Quick Start Guide

* The scan rate is proportional across the full range of resolutions supported by the scanner. Actual scan times will depend on the host system performance. Quoted top speeds may be limited by the effective bandwidth of the USB 2 and is not guaranteed for all media types.

** The quoted scan accuracy may vary depending on the operating environment and the thickness of the media.

SPECIFICATIONS

Print Head
PF-06

Technology
FINE (Photolithography Inkjet Nozzle Engineering)

Print Resolution (Max.)
2400 x 1200 dpi

Line Accuracy*
±0.1% or Less

Minimum Line Weight**
0.02 mm

Number of Nozzles
Matte Black: 5,120 Nozzles
Other Colors: 2,560 Nozzles per Color

Droplet Size
5 Picoliter

Nozzle Pitch (Head Resolution)
1200 dpi x Two Rows

Print Head Swath
1.07 inch

Ink Type
Pigment: Matte Black (MBK), Black (BK), Cyan (C), Magenta (M), Yellow (Y)

Ink Tank
Shipped with Printer:
TX-3000 (160 ml each color, 330 ml MBK)
TX-4000 (330 ml each color)
Replacement: PFI-110 (160 ml), PFI-310 (330 ml), or PFI-710 (700 ml)

Ink Supply Method
Tubing System with Sub-tanks for Continuous Ink Supply

Nozzle Recovery System
Non-firing Nozzle Detection and Compensation

Printer Controller
L-COA PRO

Printer RAM
128 GB (Virtual), 2 GB (Physical)

Hard Drive
500 GB

Mailboxes (User Job Storage)
One Common Inbox; 29 User Inboxes (Password-protected)

Media Feed
Roll Feed: One Roll, Front-loading, Front Output

Media Width
TX-3000
Roll Feed: 8"-36" (203 mm –914 mm)
Cut Sheet: 8"-36" (203 mm –914 mm)
TX-4000
Roll Feed: 8"-44" (203 mm – 1118 mm)
Cut Sheet: 8"-44" (203 mm –1118 mm)

Printable Margins
Roll Feed: All Sides: 0.12" (3 mm) or 0" for Borderless

Maximum Print Length (Single Page)†
Roll Feed: 59' (18 m)
Cut Sheet: 63" (1.6 m)

Borderless Printing Widths (Roll Media Only)
TX-3000
8", 10", 12", 14", 16", 17", 20", 24", 30", 36", B4 (10.12"/ 257 mm), A3 (11.69"/297 mm), A3+ (12.95"/329 mm), A2 (16.54"/ 420 mm), B2 (20.28"/515 mm), A1 (23.39"/ 594 mm), B1 (28.66"/ 728 mm), A0 (33.11"/841 mm)
TX-4000
8", 10", 12", 14", 16", 17", 20", 24", 30", 36", 42", 44", B4 (10.12"/257 mm), A3 (11.69"/297 mm), A3+ (12.95"/ 329 mm), A2 (16.54"/420 mm), B2 (20.28"/515 mm), A1 (23.39"/ 594 mm), B1 (28.66"/ 728 mm), A0 (33.11"/ 841 mm), B0 (40.55"/1030 mm)

Media Cutter
Durable Dual-Blade Rotary Cutter

Media Thickness
0.07 – 0.8 mm

Media Core Sizes
2" and 3" Core (Adapter Included)

Maximum Roll Outer Diameter
6.7" (170 mm)

Media Output
TX Stacker (Standard)

Printing Software Utilities
Accounting Manager, Apple AirPrint,†† Canon Print Service, Device Management Console, Direct Print & Share, Free Layout Tool, imagePROGRAF Printer Driver for Windows®/Mac®, Media Configuration Tool, PosterArtist Lite for Windows, Printer Driver Extra Kit for Windows/Mac (Free Print Utility Layout, Advanced Preview), Optimized Driver for AutoCAD®, Print Plug-in for Microsoft® Word/Excel/PowerPoint® for Windows, Quick Utility Toolbox

Operating System
Windows 7 (32/64 bit), Windows 8.1 (32/64 bit), Windows 10 (32/64 bit), Windows Server 2008 R2, (32/64 bit), Windows Server 2012 (64 bit), Windows Server 2012 R2 (64 bit), Windows Server 2016 (64 bit), Macintosh OS X v10.10.5-v10.12 X

Print Language
Printer: SGRaster, HP-GL/2, HP RTL, PDF, JPEG

Interface
Standard (Built-in): USB 2.0 Hi-Speed, 10/100/ 1000Base-T/TX, Wireless LAN (IEEE 802.11 b/g/n)■
Direct USB Thumb Drive Printing

Acoustic Noise
Operation: 51 dB (A) or Less
Standby: 35 dB (A) or Less
Acoustic Power: 6.9Bels or Less

Power Supply
AC 100–240V (50-60 Hz)

Power Consumption
Maximum: TX-3000: 105 W or Less
TX-4000: 107W or Less
Standby: 3.6 W or Less
Power Off: 0.3 W or Less (Executive Order Compliant)

Certifications
Electrical Safety Regulations
C TUVus (U.S.A.), C TUVus (Canada)
Electromagnetic Interface Regulations
FCC Part 15B (U.S.A.), IC (Canada)
Radio Regulations
FCC Part 15C (U.S.A.), IC (Canada)
Environmental Certifications
ENERGY STAR® (Worldwide)

Operational Environment
Temperature: 59° – 86° F (15° – 30° C)
Relative Humidity: 10 – 80% (No Condensation)

Printer Dimensions (H x W x D) and Weight with Stand and Stacker (with Stacker Open)
TX-3000: 46.0" x 54.7" x 46.8" Approx. 257 lb.
TX-4000: 46.0" x 62.7" x 46.8" Approx. 277 lb.

Package Dimensions (H x W x D) and Weight
With Stand and Pallet
TX-3000
41.8" x 63.2" x 35.6" Approx. 337 lb.
Stacker
11.5" x 49.2" x 35.7" Approx. 53 lb.
TX-4000
41.8" x 71.7" x 36.0" Approx. 364 lb.
Stacker
11.5" x 57.6" x 35.7" Approx. 55 lb.

Options
- Multifunction Roll System (**TX-3000:** RU-32, **TX-4000:** RU-42)
- 2"/3" Roll Holder Set (**TX-3000:** RH2-34, **TX-4000:** RH2-45)
- PosterArtist

User-Replaceable Items
- Ink Tank (PFI-110/PFI-310/PFI-710)
- Print Head (PF-06)
- Maintenance Cartridge (MC-30)
- Cutter Blade (CT-07)

What's In The Box
Printer, TX Stacker, Stand, 2"/3" Core Media Spool (Adapters Included), Power Cord, Tools and Screws, Print Head, Maintenance Cartridge (Installed), 5 Ink Tanks (MBK/C/M/Y/BK), Sample Heavyweight Coated Paper (A2/5 sheets), Ethernet Card (built-in), USB 2.0 High-speed Interface, USB Connection Sheet, iWR Service Terms Leaflet, User Manual, Quick Setup Guide, User Software CD for Windows (Printer Driver Utilities), PosterArtist Lite CD, User Registration Card

* Line accuracy repeatability is guaranteed after a user performs necessary adjustment and under the same environmental conditions. Applies to media for line drawing (Plain Paper, Coated Paper, CAD Translucent Matte Film, and CAD Tracing Paper) only.

** Theoretical value based on data resolution.

† The maximum printable length varies, depending on the application, OS, and RIP used.

†† To be supported in 2018 by updating firmware.

■ Wireless printing requires a working network with wireless 802.11b/g or 802.11n capability. Wireless performance may vary based on terrain and distance between the printer and wireless network clients.

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ENERGY STAR

City of Birmingham
A Walkable Community

MEMORANDUM

Planning Division

DATE: **June 17, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Jana Ecker, Planning Director**

SUBJECT: **Set Public Hearing for SLUP & Final Site Plan & Design Review– 310 E. Maple – Pernoi**

INTRODUCTION:
The applicant at 310 E. Maple is requesting approval for a Special Land Use Permit (SLUP) and Final Site Plan & Design Review to operate a new bistro in the former Café Via restaurant space. The applicant also intends to incorporate the former retail space along E. Maple into the Pernoi bistro under the new concept.

BACKGROUND:
The Planning Division originally received a SLUP Amendment and Final Site Plan & Design Review application to transfer ownership of Café Via and to alter the concept into Pernoi, at 310 E. Maple.

This request was later withdrawn and the applicant submitted an application for initial screening of a new bistro establishment in the former Café Via space. The City Commission voted to move Pernoi's request for a new bistro along to the Planning Board for further review.

On June 12, 2019, the Planning Board reviewed the SLUP and corresponding site plan review, and voted unanimously to recommend approval to the City Commission.

LEGAL REVIEW:
The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:
The SLUP and Final Site Plan has no fiscal impact on the City.

SUMMARY:
The applicant is seeking approval to operate a new upscale Italian bistro, Pernoi, in the former Café Via restaurant space, and the former retail space along E. Maple. Both indoor and outdoor dining areas are proposed.

ATTACHMENTS:

- Planning Board Staff Report
- Special Land Use Permit Application
- Site Plans & Photos
- Planning Board Minutes

SUGGESTED RESOLUTION:
To set a public hearing date for July 22, 2019 to consider approval of a Special Land Use Permit and Final Site Plan and Design Review for 310 E. Maple to allow the operation of a new bistro, Pernoi, in accordance with Article 7, Section 7.34 of the Zoning Ordinance.

MEMORANDUM

Planning Department

DATE: **June 5, 2019**

TO: **Planning Board**

FROM: **Jana Ecker, Planning Director**

SUBJECT: **310 E. Maple – Pernoi - Final Site Plan Review & Special Land Use Permit**

On April 8, 2019, the City Commission reviewed a second round of bistro applications, and selected two to move forward to the Planning Board for a Final Site Plan and Special Land Use Permit and Design Review. Pernoi was one of the two bistros selected to move forward for consideration.

Pernoi is proposed to be located at 310 E. Maple, on the south side of Maple, east of Old Woodward. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The existing tenant space was approved for the operation of Café Via, one of the first bistros approved by the City in 2007. At this time, the applicant, Nuovo Holdings, LLC, owned by Luciano DelSignore and Ryder DelSignore ("Pernoi"), is seeking approval of a Special Land Use Permit ("SLUP") and Final Site Plan for Pernoi to operate in the former Café Via space. The applicant is proposing to remodel the former bistro to create a more contemporary, urban design and to offer an upscale Italian menu. Both interior and exterior modifications are proposed.

Chapter 10, Alcoholic Liquors, requires that the applicant obtain approval of a SLUP and Final Site Plan from the City Commission. Accordingly, the applicant will be required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit.

As the site is also in a Historic District, the applicant will be required to obtain approval from the Historic District Commission for all proposed signage, changes to the exterior of the building or the property and changes to the streetscape adjacent to the building.

1.0 Land Use and Zoning

1.1 Existing Land Use - The existing site is currently vacant. Land uses surrounding the site are retail and 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
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 Bistro Requirements

The applicant is requesting approval of a SLUP to operate Pernoi bistro at the former Café Via location.

Article 9, section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with a maximum of 65 seats indoors, and a maximum of 65 seats outdoors. The proposed renovations for Pernoi include keeping the bar in the same location as the former Café Via bar, and propose 58 interior dining seats plus an additional 7 seats at the bar, for a total of 65 interior seats. Pernoi will utilize the former Cafe Via's full service kitchen and will offer an outdoor dining area with 26 seats in the pedestrian plaza behind the building. Café Via was previously approved for 69 outdoor dining seats.

Article 3, section 3.04(C)(10) Building Use of the Zoning Ordinance permits bistros in the Overlay District as long as the following conditions are met:

(a) No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
(b) Alcohol is served only to seated patrons, except those standing in a defined bar area;
(c) No dance area is provided;
(d) Only low key entertainment is permitted;
(e) Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
(f) A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1′ and 8′ in height;
(g) All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and

(h) Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.

As discussed above, Pernoi bistro is proposed to have 7 seats at the bar, with a 8.25′ long bar height counter in the 165 sq.ft. of bar area. No direct connect bar permit will be permitted from this license if it is approved. Alcohol may only be served to seated patrons and those standing in the bar area.

Pernoi bistro does not propose any dance area, nor are they planning to offer any entertainment.

Pernoi bistro is proposing to utilize the storefront space along the pedestrian passages with tables as required. Pernoi is also proposing to line the northern elevation along E. Maple with dining tables. This area was previously approved as a 20′ deep retail space when Café Via was first approved. No glazing changes are proposed to the existing bistro space. However, the calculations that have been provided at this time state that the bistro portion of the northern elevation will have 93% glazing and that the bistro portion of the western elevation will have 72% glazing, and the southern elevation will have 45.3% glazing. **It should be noted that the calculations provided by the applicant include ground level to 8′ above grade, not the 1′ above grade to 8′ above grade as required by the Zoning Code.** However, all glazing levels are existing and were included in the approval of the former Café Via bistro.

The applicant has provided a signed copy of the contract required with the City that will be fully executed upon approval of the SLUP by the City Commission.

Pernoi is proposing to continue to provide outdoor dining additional seats for outdoor dining in the pedestrian plaza area where the three pedestrian passages converge at the rear of 310 E. Maple. The outdoor dining area as proposed includes 26 seats and proposes seating under the existing canopy structure. The plans do not show the existing Eisenglass enclosure, although the applicant has advised that they wish to keep the Eisenglass panels and use them for inclement weather during the regular outdoor dining season only. **However, the use of enclosure systems for outdoor dining areas is no longer permitted based on recent Zoning Code amendments. Thus, the Eisenglass panels must be removed or the applicant must obtain a variance from the Board of Zoning Appeals.**

In addition, although a site plan was submitted, it does not clearly delineate the pedestrian walking path around the outdoor dining area in the via. While the dimensions are not marked on the site plan, it appears that at least the required 5′ clear pathway is provided, and that the outdoor dining area is actually being reduced from its previous size, ensuring a safe and efficient pedestrian flow along the pedestrian passages continues to be maintained. **The applicant will be required to submit a complete site plan with all dimensions prior to going before the City Commission.** The applicant is proposing to cease outdoor dining at 12:00 a.m.

3.0 Screening and Landscaping

3.1 Screening – No screening is required, nor proposed.

3.2 Landscaping – No trees are proposed for the outdoor dining area. Numerous planters currently exist in the pedestrian passage from E. Maple and around the plaza area where the outdoor dining is proposed. No changes are proposed at this time.

4.0 Parking, Loading, Access, and Circulation

4.1 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking. The proposed outdoor dining area will not extend into any on-street parking spaces, and will not utilize the public right-of-way.

4.2 Loading - Loading spaces are not required, nor proposed.

4.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.

4.4 Pedestrian Access & Circulation – Pedestrian access to the outdoor café is available directly from the city sidewalks on E. Maple and S. Old Woodward along the covered pedestrian passages. Under the 2016 Plan, outdoor cafes are encouraged as they create a more pedestrian friendly environment. All outdoor dining areas must maintain a 5' minimum width of unobstructed pedestrian access along storefronts and pedestrian passages. As discussed above, the outdoor dining area as proposed does provide for safe and efficient pedestrian flow.

4.5 Streetscape – The 2016 Plan suggests that pedestrian passages should be held to the same standards as City sidewalks to create a pleasing environment for pedestrians. The existing pedestrian passage from E. Maple is exposed aggregate with a brick border along the west side. **This sidewalk does not conform to the Downtown Birmingham Streetscape Standards.**

The west wall of the covered pedestrian passage is brick with a concrete ledge and a painted mural scene above the ledge. A fountain with a large pool at the bottom is also mounted to the western wall of the passage. Numerous planters flank both entrances to the passage. As the passage opens into the plaza area behind 310 E. Maple, the sidewalk remains exposed aggregate, but with a larger sized aggregate, and slate tiles and concrete pavers are used to border the concrete walks. The pedestrian plaza is enclosed with the painted brick wall of an adjacent building and a fireplace that lines the exterior of the private parking structure to the south. Awnings and planters were utilized to create a courtyard feeling, along with climbing vines growing up the brick. **There are currently no trash receptacles provided, and none are proposed for the outdoor dining area.** No details on an enclosure system have been provided for the outdoor dining area. **However,**

there is an existing Eisenglass panel system on the outdoor canopy structure as noted above. This enclosure system is no longer permitted and must be removed.

5.0 Lighting

Existing pedestrian scale light fixtures illuminate E. Maple and S. Old Woodward, and will continue to do so. Recessed pot lights currently illuminate the covered pedestrian passage from E. Maple leading into the pedestrian plaza. **No details have been provided at this time regarding additional building, plaza or passage lighting. Numerous specification sheets have been provided for interior lighting, however no exterior lighting is shown on the plans.** All signage and related lighting must be reviewed by the Historic District Commission.

6.0 Departmental Reports

6.1 Engineering Division – No concerns were reported from the Engineering Division.

6.2 Department of Public Services - The Department of Public Services advised that they powerwash the sidewalks early in the morning three times each summer, and thus it will be the owner's responsibility to protect any temporary structures in the right-of-way that may be damaged during the cleaning process. They also advise that the applicant will be responsible for the maintenance and upkeep of all plantings in the bistro area.

6.3 Fire Department – The Fire Department has stated that the proper exits must be maintained at all times and that the proposed bistro is subject to inspection.

6.4 Police Department - No concerns were reported from the Police Department.

6.5 Building Department - The Building Department has advised that they may be enforcing the 2006 Building Codes when an application for a building permit is made, and that two remote exists will be required for the proposed bistro. Although two are proposed, one is not permitted as it passes through the kitchen.

7.0 Design Review

As this building is located within the Downtown Historic District, all design changes must be approved by the Historic District Commission.

Building Changes
The applicant is proposing to alter the north elevation by removing the existing decorative exterior curtains and awnings, and cleaning the existing concrete façade. In addition, the applicant is proposing to reclad the canopy over the via opening on the north elevation with Sunbrella acrylic outdoor awning fabric in Black Cherry. **A specification sheet of the proposed material has been provided, but the awning material is the only exterior material noted. No material samples have been provided at this time.**

No changes are proposed to the existing west elevation which faces the via, or to the south elevation which faces another via and a parking structure to the south. The existing patio structure is proposed to remain. No glazing changes are proposed.

Outdoor Dining Area

Outdoor cafes must comply with the site plan criteria as required by Article 04, Section 4.41 OD-01, Outdoor Dining Standards. Outdoor cafes are permitted immediately adjacent to the principal use and are subject to site plan review and the following conditions:

1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
2. All outdoor activity must cease at the close of business, or as noted in Subsection 3 below, whichever is earlier.
3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 12:00 a.m., whichever is earlier.
4. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
5. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
6. For outdoor dining located in the public right-of-way:
   (a) All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
   (b) In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
   (c) An elevated, ADA compliant, enclosed platform may be erected on the street adjacent to an eating establishment to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
   (d) No such facility shall erect or install permanent fixtures in the public right-of-way.
   (e) Commercial General Liability Insurance must be procured and maintained on an "occurrence basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, personal injury, bodily injury and property damage. This coverage shall include an endorsement naming the city, including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members, as an additional insured. This coverage must be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance, and shall include an endorsement providing for a thirty (30) day advance written notice of cancellation or non-renewal to be sent to the city's Director of Finance.

The applicant has not provided a trash receptacle within the outdoor dining area as required by Article 04, section 4.41 OD-01 of the Zoning Ordinance. The former Café Via had business hours of 11:00am to 12:00 a.m. for the outdoor dining area. **The applicant has indicated that their proposed business hours are Tuesday through Saturday from 5:00 p.m. to 11:00 p.m., and that they will be open for special events only on Sundays and Mondays. The applicant has not provided the proposed hours of operation for the outdoor dining area.** The proposed outdoor café is not immediately adjacent to any single-family zoned property.

The applicant has provided photos of the proposed tables and chairs, however the site plan does not indicate which chairs on proposed for the interior and which are for the outdoor dining area. From the site plan, it appears that 4 round four-top tables are proposed in the outdoor dining area, along with 5 round two-top tables and a total of 26 chairs. **The applicant will be required to provide specifications and material samples for all outdoor furnishings and to note which selections will be used on the interior and the exterior.**

Although a site plan has been submitted, dimensions are not shown to clarify the existence of a 5' clear pedestrian path around the outdoor dining area. However, it appears that this requirement is met. The applicant will be required to submit a complete site plan showing all dimensions prior to appearing before the City Commission. The pedestrian path proposed appears to allow pedestrians to navigate around the outdoor dining area and traverse the pedestrian passages leading to E. Maple, S. Old Woodward and Peabody.

The applicant will be required will be required to obtain an Outdoor Dining License from the City if the SLUP is approved by the City Commission.

<u>Signage</u>
Based on the 54' of linear frontage of the proposed Pernoi space along E. Maple, the applicant is permitted to have a total of 54 square feet of signage for the bistro. The applicant is proposing new building signage and awning signage above the via entrance on E. Maple. Despite the inconsistencies noted below, the applicant is below the maximum amount of signage permitted for this building.

A new building sign is proposed on the north elevation of the bistro that reads "pernoi", to be constructed of black, anodized aluminum rear halo lit letters (3000K LED lighting). The total size of the sign proposed is shown at 8.42' long and 2' high, and is noted as 17 square feet on one sheet, and 16.8 square feet on another sheet. The sign height and square footage is permitted. **However, the plans do not note the projection from the wall (which has a maximum of 9") nor the size of the electrical raceway (which has a maximum of 4"), and thus it cannot be determined if the sign is in compliance with these standards.** The sign is mounted above 8' in as required by the Sign Ordinance.

In addition, the applicant is proposing vinyl graphic signage on the valence of the canopy over the entrance to the via that runs south off of E. Maple towards the main entrance door

of the bistro. The elevation drawings show the word pernoi on the east side of the canopy valance, and the letter P in a circle on the west side of the canopy valence, and state that each side will contain 2 square feet of signage. **Sheet A004 is inconsistent and notes that both sides of the awning valence will contain the small "P" logo only, which is shown as 1.25' in diameter (1.6 square feet each). The applicant must correct the inconsistencies and clarify design and size of the graphics proposed on both the east and west sides of the awning valence. In addition, the Sign Ordinance limits the height of signage on a valance to a maximum of 9" in height and thus one or both sides of the awning signage exceed the height requirement in the Sign Ordinance. The applicant will be required to reduce the height of the awning signage or obtain a variance from the Board of Zoning Appeals.**

Thus, the applicant will be required to submit complete and consistent signage plans for review by the Planning Division to determine all sign requirements have been met prior to proceeding to the City Commission for review and approval.

8.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. The 2016 Plan recommends the addition of outdoor dining areas in the public right-of-way as it is in the public's best interest as it enhances street life, thus promoting a pedestrian friendly environment. Specifically, the 2016 Plan also recommends the enhancement of pedestrian passages to improve routes for pedestrians. Appendix C-9 of the 2016 Plan provides a map of all alleys in downtown Birmingham, and classifies each as an alley or a pedestrian passage. The recommendations contained in Circulation 5 of the 2016 Plan state that alleys should be kept clean and well lit, but that their service function should not be compromised. The Plan further states that pedestrian passages should be held to higher standards, similar to sidewalks, given their pedestrian function. The 2016 Plan specifically recommends encouraging outdoor dining areas along pedestrian passages.

All of the existing improvements that the owner has made to the pedestrian passage from E. Maple as described in the streetscape section above have improved this passage. Pedestrians are encouraged to enter the passage, and are offered pedestrian amenities as they walk through into the pedestrian plaza space beyond. The pedestrian passages that extend to S. Old Woodward and to Peabody Street create a courtyard space where they meet. This pedestrian plaza space will provide the type of environment recommended by the 2016 Plan.

9.0 Selection Criteria for Bistro Licenses

Chapter 10, Alcoholic Liquors, section 10-82 provides a limitation on the number of Bistro Licenses that the City Commission may approve, and provides selection criteria to assist the Planning Board and City Commission in evaluating applications for Bistro Licenses. Section 10-82 states:

(a) **Maximum Number of Bistro Licenses**. The city commission may approve a maximum number of license transfers for Bistro licenses per calendar year as follows:

(1) New establishments. Two (2) Bistro Licenses may be approved each calendar year to applicants who do not meet the definition of existing establishments as set forth in (a)(1) above. In addition to the usual criteria used by the city commission for liquor license requests, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the new establishment applicants, if any, should be approved:

a) The applicant's demonstrated ability to finance the proposed project.
b) The applicant's track record with the city including responding to city and/or citizen concerns.
c) Whether the applicant has an adequate site plan to handle the bistro liquor license activities.
d) Whether the applicant has adequate health and sanitary facilities.
e) The establishment's location in relation to the determined interest in the establishment of bistros in the Overlay District and the Triangle District.
f) The extent that the cuisine offered by applicant is represented in the city.
g) Whether the applicant has outstanding obligations to the city (ie property taxes, utilities, etc.).

The selection criteria provided above must be considered in providing a recommendation to the City Commission as to whether or not to approve the operation of a new bistro and ensure that Pernoi will be a high quality establishment that will meet the City's expectations for bistros. Accordingly, a review of the requirements contained in section 10-82 is below.

The applicant has provided proof regarding the ability to finance the proposed Pernoi bistro operation. The application states that Luciano DelSignore, a principal owner of Pernoi, has sufficient net worth and income to finance Pernoi bistro. In addition, the application states that Mr. DelSignore owns and operates six additional restaurants in metro Detroit.

The applicant does not have any unresolved issues with the City as they have not previously operated a restaurant within the City of Birmingham.

The applicant has an interest in six other licensed establishments throughout metro Detroit. Four of the other establishments have had no violations noted by the MLCC. One existing establishment in Royal Oak was noted for sales to minors in 2017, and another establishment in Southfield was noted for failure to provide evidence of server training to the MLCC in 2011. The applicant has no history of liquor license violations in Birmingham.

As discussed above, the site plan as proposed does provide for safe and efficient pedestrian flow along the pedestrian passages as identified in the 2016 Plan. **However, the applicant must provide space for a trash receptacle in the outdoor dining area.**

There is no history of health or sanitary issues for this property with either Oakland County or the State of Michigan.

The Pernoi bistro is proposed within the Overlay District. The City is interested in attracting bistro operations within both the Overlay District and Triangle District.

Pernoi proposes to serve a wide variety of Italian bistro cuisine. A sample menu has been provided at this time, including a selection of steak, chicken, fresh seafood, pasta and a selection of appetizers and desserts. Italian cuisine is represented in other dining establishments in downtown Birmingham, although Pernoi's menu is distinctive with respect to its ingredients and pairings.

The applicant has no outstanding financial obligations with the City of Birmingham at this time.

10.0 Approval Criteria for Final Site Plan

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

(1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.

(2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.

(3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.

(4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.

(5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.

(6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

11.0 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 Permit application or amendment pursuant to this section shall constitute approval of the site plan and design.

12.0 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 a Final Site Plan and SLUP to permit Pernoi bistro to operate at 310 E. Maple pending receipt of the following:

1) An aerial photo of the site and surrounding area at least 200' from the subject site;
2) Removal of all Eisenglass and other enclosure systems from the outdoor dining area and the addition a trash receptacle;
3) Submission of a complete site plan showing all required dimensions for the building, outdoor dining area and pedestrian walking paths prior to appearing before the City Commission;
4) Provision of the proposed hours of operation for the outdoor dining area;
5) Provision of all specifications and material samples for all outdoor furnishings noting which selections will be used on the interior and the exterior; and
6) Submission of complete and consistent signage plans for review by the Planning Division to determine all sign requirements have been met prior to appearing before the City Commission.

13.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Board recommends APPROVAL to the City Commission of the applicant's request for a Final Site Plan and SLUP to permit Pernoi bistro to operate at 310 E. Maple pending receipt of the following:

1) An aerial photo of the site and surrounding area at least 200' from the subject site;
2) Removal of all Eisenglass and other enclosure systems from the outdoor dining area and the addition a trash receptacle;
3) Submission of a complete site plan showing all required dimensions for the building, outdoor dining area and pedestrian walking paths prior to appearing before the City Commission;
4) Provision of the proposed hours of operation for the outdoor dining area;
5) Provision of all specifications and material samples for all outdoor furnishings noting which selections will be used on the interior and the exterior; and
6) Submission of complete and consistent signage plans for review by the Planning Division to determine all sign requirements have been met prior to appearing before the City Commission.

OR

Based on a review of the site plans submitted, the Planning Board recommends POSTPONEMENT of the applicant's request for a Final Site Plan and SLUP to permit Pernoi bistro to operate at 310 E. Maple pending receipt of the following:

1) An aerial photo of the site and surrounding area at least 200' from the subject site;
2) Removal of all Eisenglass and other enclosure systems from the outdoor dining area and the addition a trash receptacle;
3) Submission of a complete site plan showing all required dimensions for the building, outdoor dining area and pedestrian walking paths prior to appearing before the City Commission;
4) Provision of the proposed hours of operation for the outdoor dining area;
5) Provision of all specifications and material samples for all outdoor furnishings noting which selections will be used on the interior and the exterior; and
6) Submission of complete and consistent signage plans for review by the Planning Division to determine all sign requirements have been met prior to appearing before the City Commission.

OR

Motion to recommend DENIAL of the Final Site Plan and SLUP to the City Commission for 310 E. Maple for the following reasons:

_____

_____

_____.

City of Birmingham
A Walkable Community

Special Land Use Permit Application - Bistro
Planning Division

1. Applicant
Name: Nuovo Holdings, LLC
Address: 29410 Northwestern Hwy
Southfield, MI 48304
Phone Number: 248-207-3700
Fax Number:
Email Address: Luciano@bigalora.com

Property Owner
Name: Fuller Central Park Properties, LLC
Address: 112 Peabody St.
Birmingham, MI 48009
Phone Number: 248-642-0024
Fax Number: 248-642-0136
Email Address: elizabeth@fullercentralpark.com

2. Applicant's Attorney/Contact Person
Name: Kelly A. Allen, Esq.
Address: 39572 Woodward, Suite 222
Bloomfield Hills, MI 48304
Phone Number: 248-540-7400
Fax Number: 248-540-7401
Email Address: kallen@anafirm.com

Project Designer/Developer
Name: Kyle Evans Design
Address: Detroit
Phone Number: 313-729-7494
Fax Number:
Email Address: kyle@evansdesign@yahoo.com

3. Required Attachments
- Warranty Deed with legal description of property
- Floor Plan of Bistro Operation
- Proof of ability to finance the proposed project
- Required fee (see Fee Schedule for applicable amount)
- Photographs of existing site and buildings
- Samples and/or specification sheets of all materials to be used
- Landscape Plan showing all existing and proposed elements
- Catalog sheets for all proposed lighting & outdoor furniture
- Completed Checklist
- Certified Land Survey
- Signed Contract
- Fifteen (15) folded copies of plans including color elevations showing all materials and an itemized list of all changes for which approval is requested with the changes marked in color
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation

4. Project Information

Address/Location of Property: 310 E Maple, Birmingham, MI
Name of Bistro: Pernoi
Sidwell #: 08-19-36-206-002
Current Use: Bistro
Proposed Use: Bistro
Area in Acres: .03
Current Zoning: B-4
Zoning of Adjacent Properties: B-4
Is there a current SLUP in effect for this site?: Yes

Name of Historic District site is in, if any: Downtown
Date of HDC Approval, if any: September 5, 2007
Date of Application for Preliminary Site Plan: May 2007
Date of Preliminary Site Plan Approval:
Date of Application for Final Site Plan: May 2007
Date of Final Site Plan Approval: September 17, 2007
Date of Revised Final Site Plan Approval:
Date of Final Site Plan Approval:
Date of DRB approval, if any: N/A
Date of Last SLUP Amendment:

5. Details of the Nature of Work Proposed (Site plan & design elements)

Perform cosmetic modifications to the Cafe Via Restaurant. More specifically, remove 1 wall separating 2 small dining rooms to create 1 large dining room. Eliminate existing booth seating and install new booths in a slightly different configuration. Modify some of the existing cabinets to accept wine bottles. Refinish the existing wood flooring, and patch in flooring where existing walls and different flooring types exist. Install new wall and ceiling treatments as well as new lighting fixtures.

6. Buildings and Structures existing on site

Number of Buildings on site: 1
Height of Building & # of stories: 3

Use of Buildings: Commercial
Height of rooftop mechanical equipment: No change

7. Floor Use and Area (in square feet)

Structures:
Restaurant Space: 2645 sf
Office space: +/- 100 sf
Total floor area: 2745 sf

Retail space: None
Number of Residential Units: None
Rental or Condominium: None

8. Bistro Operation

Number of Indoor Seats: 64
Number of Outdoor Seats: 26
Entertainment Proposed: No
Years of Experience in Birmingham: None
Previous LCC Complaints?
Tables provided along street façade: None
Required front setback: 0
Required rear setback: 0
Required total side setback: 0

Type of Cuisine: Italian
Bar Area? 120 sf
Number of Seats at bar: 7
Years of Experience outside of Birmingham: Approximately 20 years
Full Service Kitchen? Yes
Percentage of glazing proposed: North elevation 100%, Alley elevation 64%, Rear elevation 45%
Proposed front setback: 0
Proposed rear setback: 0
Proposed total side setback: 0

9. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): Private property

Hours of operation: 11:00 a.m. - midnight
Width of unobstructed sidewalk between door and café (5'requied): N/A
Platform proposed: No
Trash receptacles: On site

Number of tables/chairs: 9 tables, 26 chairs

Material of tables/chairs: See attached
Table umbrellas height and material: Umbrellas
Number and location of parking spaces: No change
Screenwall material: N/A
Enclosure material: N/A

10. Required and Proposed Parking

Number of parking spaces: No change
Location of off site parking: No change
Screenwall material: N/A

Location of parking spaces: No change
Shared Parking Agreement?: N/A
Height of screenwall: N/A

11. Landscaping No change

Location of landscape areas:

Proposed landscape material:

12. Streetscape No change

Sidewalk width:
Number of benches:
Number of planters:
Number of existing street trees:
Number of proposed street trees:
Streetscape Plan submitted?:

Description of benches or planters:

Species of existing street trees:
Species of proposed street trees:

13. Loading No change

Required number of loading spaces: _____
Location of loading spaces on the site: _____

Proposed number of loading spaces: _____

14. Mechanical Equipment No change

Ground Mounted Mechanical Equipment:

Number of ground mounted units: _____
Size of ground mounted units (LxWxH): _____

Screenwall material: _____

Location of all gound mounted units: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____

Screenwall material: _____
Location of screenwalls: _____

Location of all ground mounted units: _____
Size of rooftop units (LxWxH): _____

Height of screenwall: _____
Percentage of rooftop covered by mechanical units: _____
Distance from units to rooftop units to screenwall: _____

15. Lighting No change

Number of light standards on building: _____
Size of light fixtures (LxWxH): _____

Maximum wattage per fixture: _____
Parking lot lighting: _____

Type of light standards on building: _____
Height from grade: _____

Proposed wattage per fixture: _____

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 or Special Land Use Permit. The undersigned further states that they have reviewed the procedures and guidelines for site plan review and Special Land Use Permits 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: 2/19/19

Print Name: Edward A. Fuller

Signature of Applicant: _____ Date: 2/19/19

Print Name: Luciano DelSignore

Signature of Designer: _____ Date: 2/19/19

Print Name: Kyle Evans

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____

COPY

Number: 63-650679-2

Commitment for Title Insurance

CHICAGO TITLE INSURANCE COMPANY

Chicago, Illinois 60602

THE PHILIP F. GRECO TITLE COMPANY

185 Elizabeth Lake Road, Pontiac, Michigan 48341

Phone (248) 333-3090/Fax (248) 858-8249

CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, hereby agrees to issue a policy of Title Insurance as hereinafter set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed exceptions contained in the policy form. Owners' and Loan Policies With Exceptions will be issued with general exceptions as shown on the last page hereof.

FORM OF POLICY TO BE ISSUED

Loan Policy Without Exceptions:

PARTY TO BE INSURED

STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK, IT'S SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.

DESCRIPTION OF REAL ESTATE

Situated in the City of Birmingham, Oakland County, Michigan, described as:

All of Lot 1, and Parts of Lots 2, 3 and 5, of ASSESSOR'S REPLAT OF Lots 1 through 9, both inclusive, BROWNELL SUBDIVISION and Lots 8 through 15, both inclusive, part of Lot 16, and vacated Street of HUNTER'S EASTERN ADDITION, City of Birmingham, Oakland County, Michigan, according to the plat thereof as recorded in liber 50, page 26, of Plats, Oakland County Records, more particularly described as: Beginning at the Northwest corner of said Lot 1; thence North 89 degrees 56 minutes 20 seconds East, 295.06 feet along the South line of Maple Avenue (66 feet wide); thence south 00 degrees 18 minutes 12 seconds West, 93.64 feet; thence South 89 degrees 56 minutes 20 seconds West, 137.32 feet; thence South 57 degrees 50 minutes 21 seconds West, 79.72 feet; thence North 33 degrees 26 minutes 33 seconds West, 162.87 feet along the Easterly line of Woodward Avenue (100 feet wide) to the point of beginning.

WARNING THE REGISTER OF DEEDS OFFICES WILL NO LONGER ACCEPT ANY DOCUMENTS FOR RECORDING WITHOUT THE FOLLOWING TAX IDENTIFICATION NUMBER(S) AND THE COMMONLY KNOWN ADDRESS APPEARING ON THE FACE OF SAID DOCUMENT(S).

LEGAL DESCRIPTION, (CONTINUED):

Parcel Identification No's. 19-36-206-001. ALSO COVERS OTHER LAND. 111 Bldg
19-36-206-002. ALSO COVERS OTHER LAND. 300 E. Maple
19-36-206-005. ALSO COVERS OTHER LAND. Woodward

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY:

1. Owner: FULLER CENTRAL PARK PROPERTIES LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP.

2. Commercial Mortgage and Assignment of Lease and Rentals in the face amount of $4,620,000.00, executed by Fuller Central Park Properties Limited Partnership, a Michigan Limited Partnership, to Standard Federal Bank, a Federal Savings Bank, dated November 12, 1991, and recorded November 22, 1991, in liber 12195, page 398, Oakland County Records and amended by Amendment to Mortgage dated August 31, 1994, recorded September 30, 1994, in liber 15011, page 541, Oakland County Records and Second Amendment to Mortgage dated August 3, 1995, recorded August 25, 1995, in liber 15624, page 166, Oakland County Records.

RECORD A PROPER AMENDMENT TO SAID MORTGAGE AMENDING IT AS DESIRED.

Submit to this insurer for it's files an affirmative statement from lender stating as follows:

a) Mortgage Loan is free from default.

b) Lender has no knowledge of any adverse claim against Title or the Lien of it's Mortgage.

c) Updated Survey, satisfactory proof that no improvements have been made within the last 90 days, and evidence of the Rights of Parties in Possession (or exceptions will be added to the Policy for those matters)

NOTE: Upon recordation of said amendment a date down endorsement to said policy will be issued to reflect the change created by the execution of the above requirement.

3. Claim of Lien asserted by Kodiak Electric Inc., in the face amount of $2,413.00, as set forth in instrument recorded March 25, 1998, in liber 18257, page 173, Oakland County Records, as to part of subject property.

RECORD A RELEASE THEREOF.

4. Subject to the Lessee's Interest of Kurt F. Voparil d/b/a Watch Hill Antiques, as disclosed in Financing Statement, and recorded February 12, 1993, in liber 13336, page 732, Oakland County Records.

5. Lessee's Interest of those various Tenants, as disclosed in instrument recorded in liber 9596, page 325, Oakland County Records.

6. Easement to construct, operate and maintain fixture and equipment granted to The Detroit Edison Company, as set forth in Right of Way, recorded in liber *8018, page 356, Oakland County Records.*

COPY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Bernard F. Powell, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided twenty-four and one-third (24-1/3%) percent interest; Mary Starr Powell, 28 Barbour Lane, Bloomfield Hills, MI 48013, as to an undivided thirty-eight (38%) percent interest; Catherine A. Morse, 1240 N. Ocean Drive, Palm Beach, Florida 33480, as to an undivided eight and one-third (8-1/3%) percent interest; Powell Management, Inc., a Michigan corporation, 219 Birmingha Theatre Building, Birmingham, MI 48011, as to an undivided ten (10%) percent interest; Bernard F. Powell and Virginia Cummins, as Trustees under a Trust Agreement dated December 28, 1970, and recorded in Liber 5602, Pages 402 through 411, Oakland County Records, 219 Birmingha Theatre Building, Birmingham, MI 48011, as to an undivided eight (8%) percent interest; Kathleen Ann Archangeli, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided three-quarters (3/4%) percent interest; Mary Christine Higgins, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided three-quarters (3/4%) percent interest; Susan Starr Travis, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided three-quarters (3/4%) percent interest; Bernard Christopher Powell, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided three-quarters (3/4%) percent interest; William D. Powell, 10735 63rd Avenue, N., Seminole, Florida, 33452, as to an undivided one and two-thirds (1-2/3%) percent interest; Thomas D. Powell, 10735 63rd Avenue, N., Seminole, Florida 33452, as to an undivided one and two-thirds (1-2/3%) percent interest; James Powell, 18301 Hamilton Road, Detroit, MI 48203, as to an undivided one and two-thirds (1-2/3%) percent interest; Robert D. Powell, 18301 Hamilton Road, Detroit, MI 48203, as to an undivided one and two-thirds (1-2/3%) percent interest; John D. Powell, 18301 Hamilton Road, Detroit, MI 48203, as to an undivided one and two-thirds (1-2/3%)

Convey and Warrant to Birmingham Enterprises, a Michigan co-partnership Suite 616, 555 S. Woodward, Birmimgham, MI 48011, the following describ premises situated in the City of Birmingham, County of Oakland, State o: Michigan, to-wit:

Lots No. 1, 2, 3, 9, 10 and 11 of Assessors Re-Plat of Lots 1-9 Brownell Subdivision of part of Northeast 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Michigan according to the plat thereof as recorded in Liber 50, Page 26 of Plats, Oakland County Records.

Lot No. 4 of Assessors Re-Plat of Lots 1-9 Brownell Subdivision of part of Northeast 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Michigan, according to the plat thereof covered by the encroachment of building principally located on Lot No. 8 of Assessors Re-Plat etc; said excluded area being a triangle with the Easterly side thereof 45.92 feet, measured along the Easterly lot line of said Lot No. 4 and with Northerly side 1.33 feet long, and Westerly side being 45.90 feet from the intersection of the Westerly side of said triangle with the Northerly side, to intersection with the Easterly lot line of said Lot No. 4.

The Westerly part of Lot No. 5 of Assessors Re-Plat of Lots 1-9 of Brownell Subdivision of part of the Northeast 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Michigan, according to the plat thereof as recorded in Liber 50, Page 26 of Plats, Oakland County Records, with frontage of 84.3 feet on Maple Avenue and depth of 99.51 feet on Westerly lot line, and width of 85.58 feet along rear lot line, and depth of 99.65 feet along the Easterly line of said Westerly part of said Lot No. 5.

Lots No. 1, 2 and 3 of Assessors Plat No. 11, City of Birmingham, Michigan, according to the plat thereof as recorded in Liber 50, Page 25 of Plats, Oakland County Records, except that portion of said Lot No. 3 taken by the City of Birmingham, Michigan.

Lot Eight (8) Assessors Re-Plat of Lots 1-9 inclusive, Brownell Subdivision and Lots 8-15, inclusive, part of Lot 16 and vacated street of Hunter's Eastern Addition according to the plat thereof recorded in Liber 50 of Plats, Page 26, Oakland County Records, and the triangular parcel of land located in Lot 4 of Assessors Re-Plat of Lots 1-9 Brownell Subdivision of part of Northeast 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Michigan according to the plat thereof as recorded in Liber 50, Page 26 of Plats, Oakland County Records and further described as being a triangle with the Easterly side thereof 45.92 feet, measured along the Easterly lot line of said Lot 4 and with Northerly side 1.33 feet long, and Westerly side being 45.90 feet from the intersection of the Westerly side of said triangle with the Northerly side, to intersection with the Easterly lot line of said Lot 4; also the rights reserved for the benefit of grantors, their successors and assigns, as owners of said Lot 8 of Assessors Re-Plat of Lots 1-9 of Brownell Subdivision, viz.: 1) The right to use with others, the private driveway, located along the south side of the building located on said Lot 8 of Assessors Re-Plat

deed recorded in Liber 4387, Page 853, Oakland County Records.

Also known as Briggs Building, 222 East Maple Street, Birmingham Theatre Building, 181/239 South Woodward Avenue and Brownell Building, 136 Brownell Street.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND ($2,850,000.00) DOLLARS, subjec to all easements, zoning ordinances and restrictions of record, the rights of all tenants, any any encumbrances that have attached through the acts or omissions of persons other than Seller since the date of a land contract for the premises by and between the parties hereto, pursuant to which this deed is executed.

Dated this day of , 1977

Signed in the presence of:

Signed by:

BERNARD F. POWELL

MARY STARR POWELL

CATHERINE A. MORSE

POWELL MANAGEMENT, INC., a Michigan corporation
By: PERNARD F. POWELL
Its President

VIRGINIA CUMMINS, as Co-Trust under a Trust Agreement date December 28, 1970, Liber 560 Pages 402-411, OCR

KATHLEEN ANN ARCHANGELI

MARY CHRISTINE HIGGINS

SUSAN STARR TRAVIS

BERNARD CHRISTOPHER POWELL

WILLIAM D. POWELL

THOMAS D. POWELL

JAMES POWELL

ROBERT D. POWELL

JOHN D. POWELL

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared BERNARD F. POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared MARY STARR POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County, _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared CATHERINE A. MORSE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County, _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of 19 by of POWELL MANAGEMENT, INC., a Michigan corporation, on behalf of the corporation.

Notary Public
County, _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared VIRGINIA CUMMINS, as Co-Trustee under a Trust Agreement dated December 28, 1970, Liber 5602, Pages 402-411, Oakland County Records, to me known to be the person described in and who executed the foregoin instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County, _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared BERNARD F. POWELL, as Co-Trustee under a Trust Agreement dated December 28, 1970, Liber 5602, Pages 402-411, Oakland County Records, to me known to be the person described in and who executed the foregoin instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared KATHLEEN ANN ARCHANGELI, to me known to be the person describe in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared MARY CHRISTINE HIGGINS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County _____

My Commission expires 19

STATE OF)
)SS
COUNTY OF)

On this day of 19 before me personally appeared SUSAN STARR TRAVIS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Publi
County _____

My Commission expires 19

STATE OF)
)SS
COUNTY OF)

On this day of 19 before me personall appeared BERNARD CHRISTOPHER POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Public
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared WILLIAM D. POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Publi
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared THOMAS D. POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Publ
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared JAMES POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Publ
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared ROBERT D. POWELL, to me known to be the person described in an who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Public
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared JOHN D. POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Public
County _____

My Commission expires 19

pernoi

MAP LOCATION

N

100 ft

AERIAL PHOTOGRAPH OF SITE

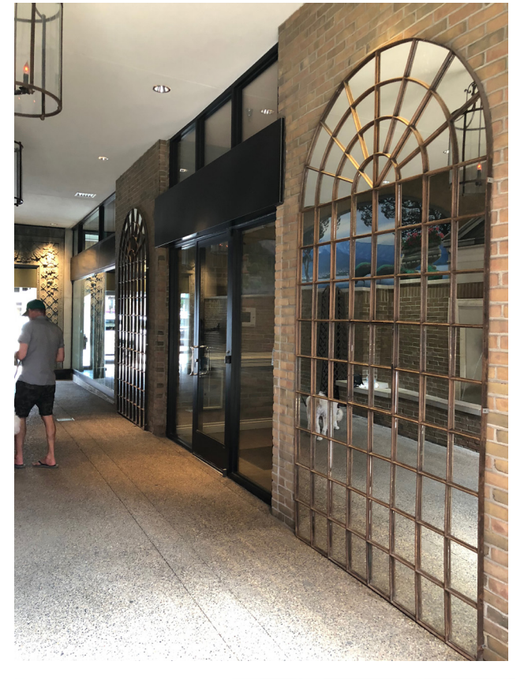
PERNOI - LOCATION PLAN

A	000

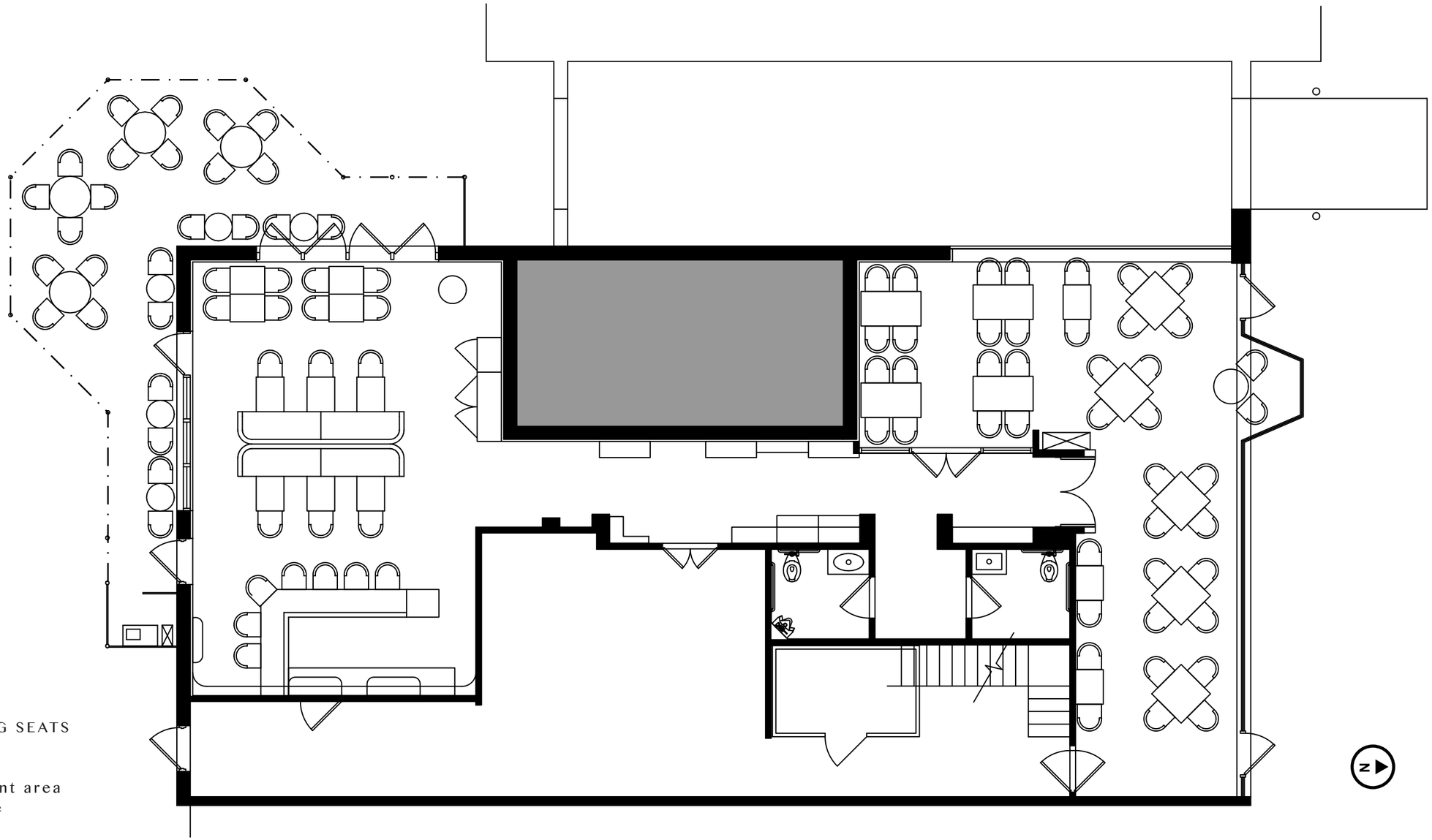
NTS

310 E. MAPLE ST
BIRMINGHAM, MI
48009

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



EXISTING SITE PHOTOS



SEAT COUNT:
64 INTERIOR DINING SEATS
7 BAR SEATS
26 PATIO SEATS
2,645 sq/ft restaurant area
100 s/f office above
165 sq/ft bar area

PERNOI - SEATING PLAN

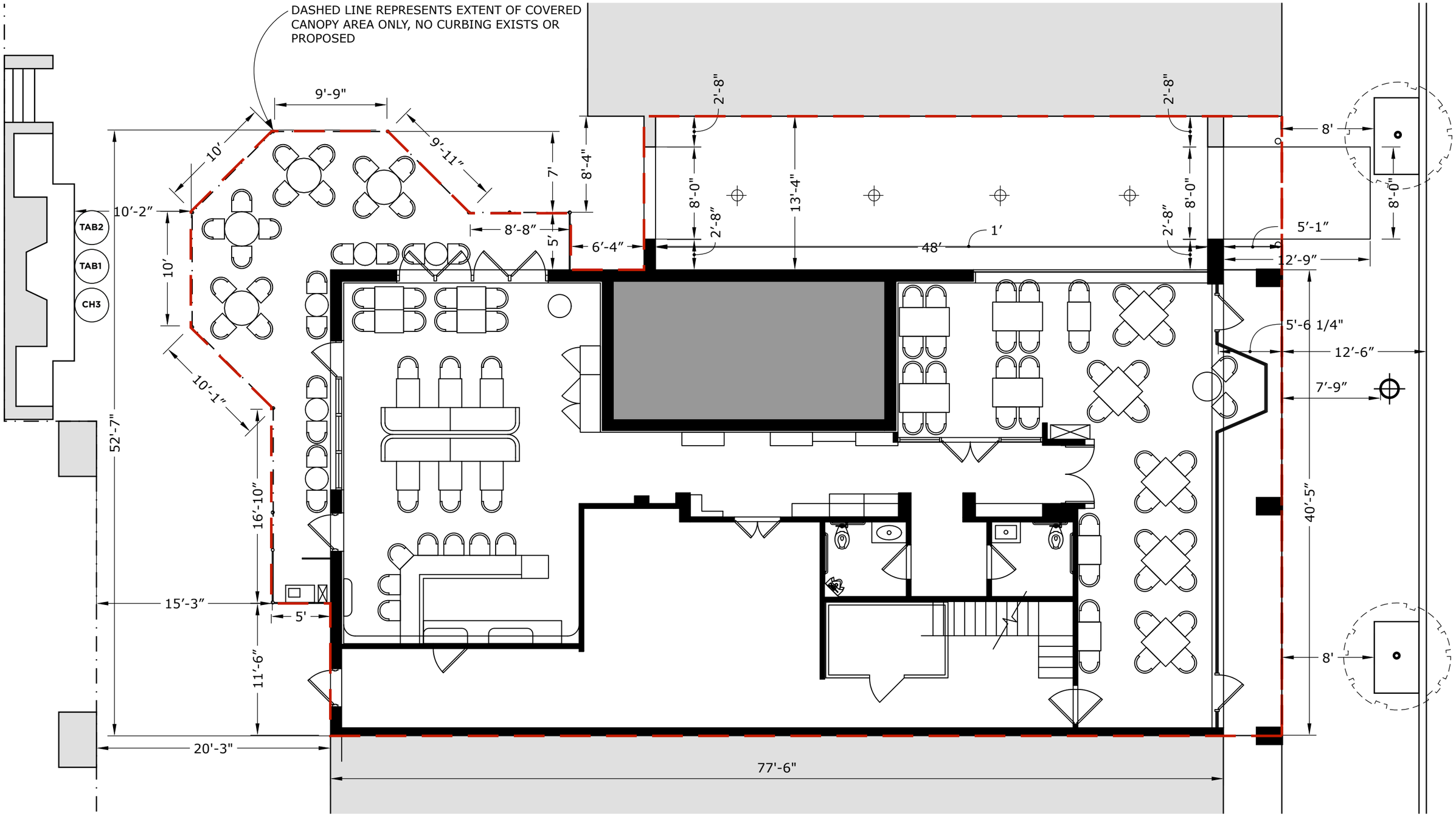
A	002

scale: 1/8"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: MINIMAL CHANGES TO FLOOR PLAN, FRONT DINING AREA TO BE OPENED UP (REMOVAL OF FORMER FLORAL SHOP COOLERS, DEMISING WALL, AND INTERIOR ENTRY DOOR ONLY). DINING ROOMS TO RECEIVE NEW WALL FINISHES (SEE SPECIFICATIONS) AND CEILING CLOUDS.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



PERNOI - SITE PLAN

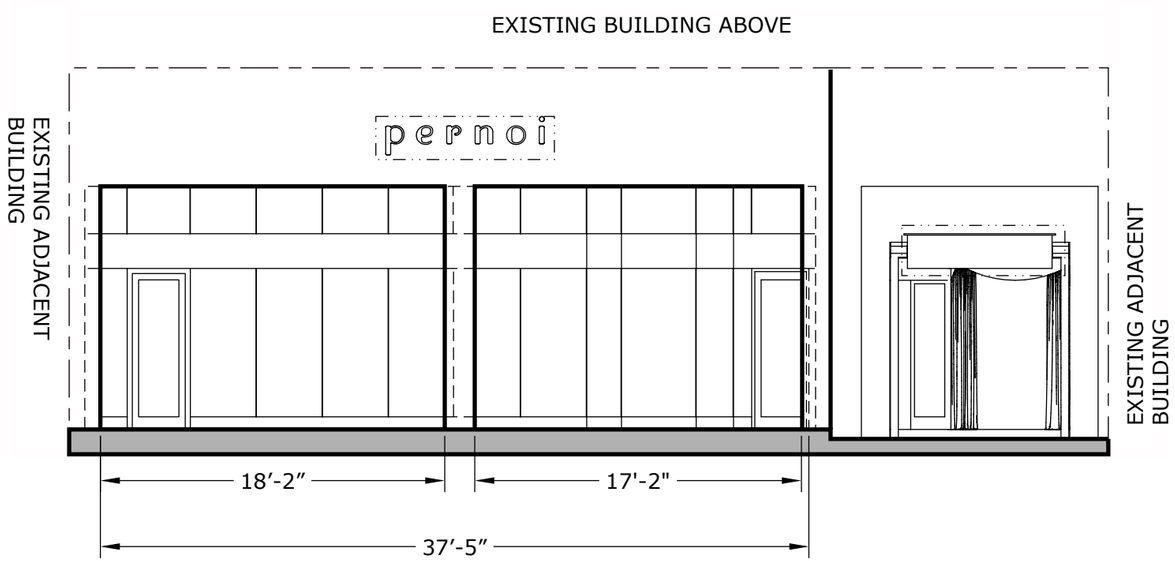
A 006 *scale: 1/8"=1'*

310 E. MAPLE ST
BIRMINGHAM, MI
48009

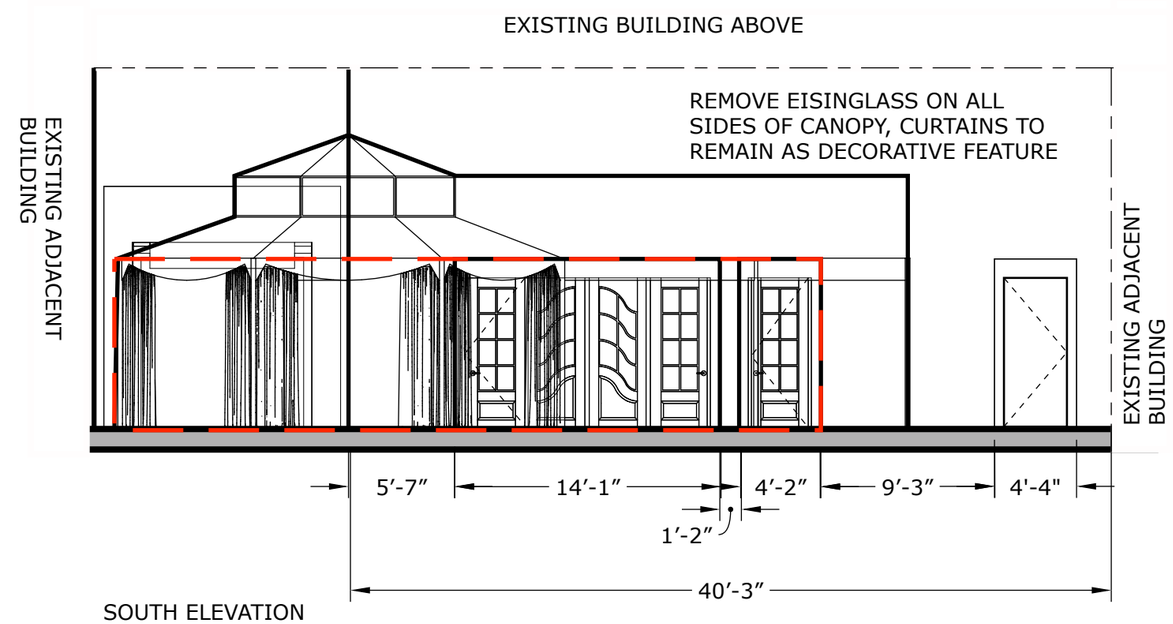
NOTES: NO CHANGES TO EXTERIOR AREAS, ALL EXISTING LIGHTING, SIDEWALKS, AND VIA ELEMENTS TO REMAIN AS-IS. PATIO CANOPY TO REMAIN WITH THE REMOVAL OF ENCLOSURE SYSTEMS ONLY.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

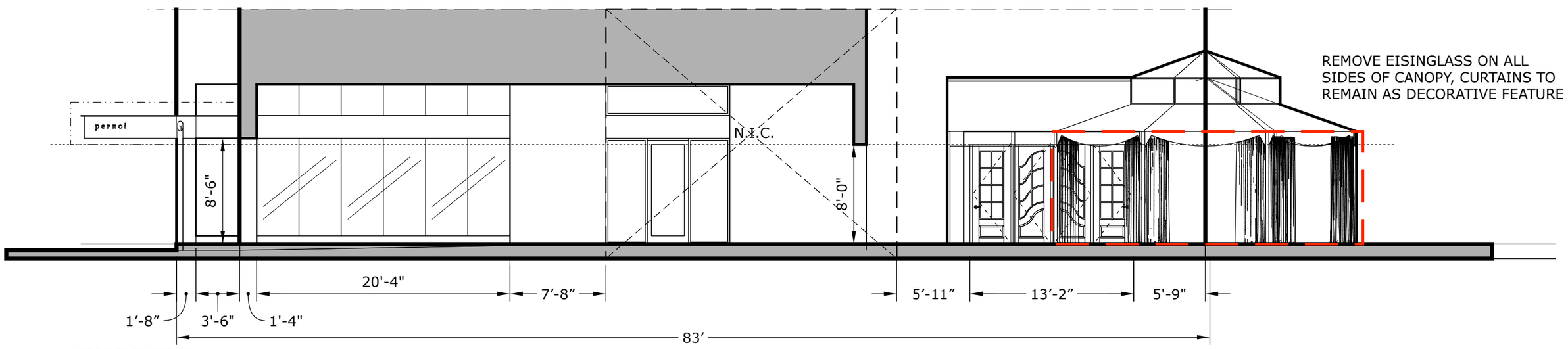
PROPERTY LINE & LEASED AREA



NORTH ELEVATION



SOUTH ELEVATION
(EXISTING TO REMAIN)



WEST ELEVATION

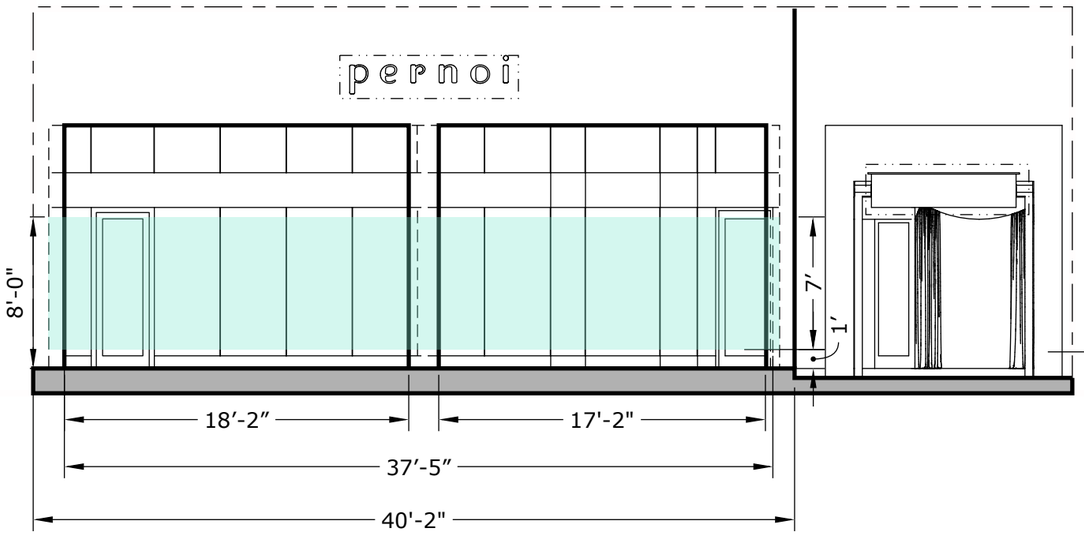
PERNOI - ELEVATIONS

A	001	*scale: 1/8"=1'*

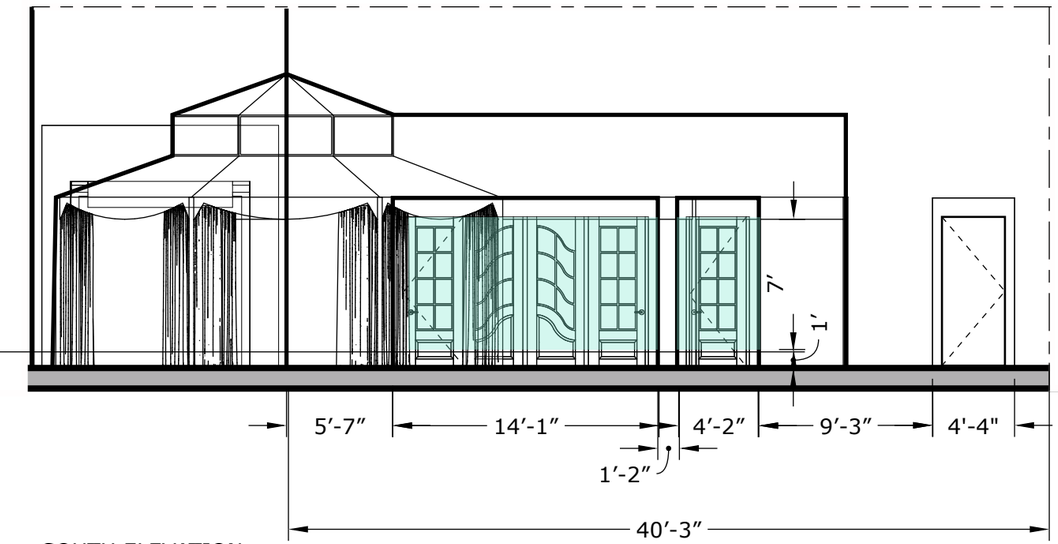
310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: ALL EXISTING LIGHTING AND EXTERIOR BUILDING FINISHES TO REMAIN WITH THE EXCEPTION OF NEW SIGNAGE FOR NEW TENANT AND REMOVAL OF EISENGLASS ENCLOSURE PER AMENDED CITY ORDINANCE.

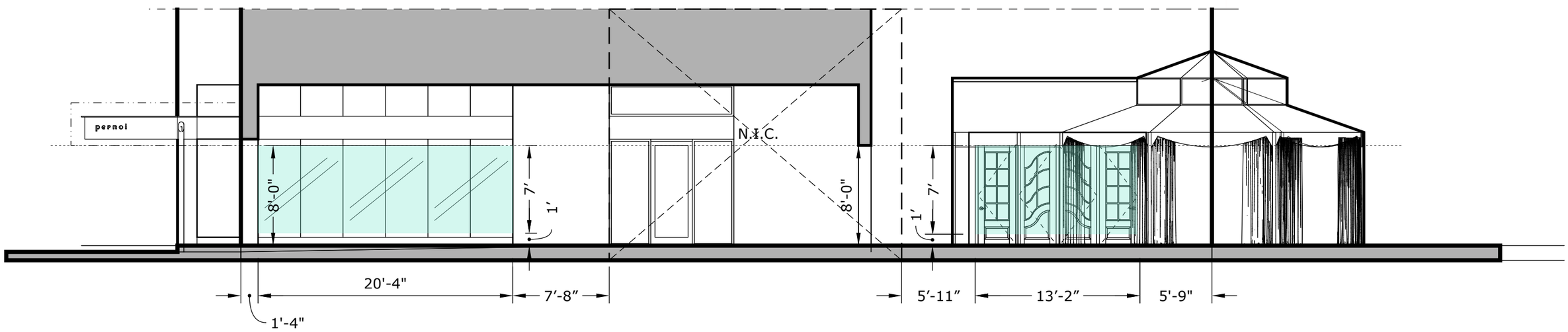
KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



NORTH ELEVATION
GLAZING CALCULATION: 93% OF BUILDING FACADE (IN CONTRACT, 37.4' OF 40.2' L/FT. CONTAINS GLAZING



SOUTH ELEVATION
GLAZING CALCULATION: 45.3% OF BUILDING FACADE (IN CONTRACT, 18.26' OF 40.25' L/FT. CONTAINS GLAZING)



WEST ELEVATION
GLAZING CALCULATION: 72% OF BUILDING FACADE (IN CONTRACT, 33.5' of 46.4' L/FT CONTAINS GLAZING)

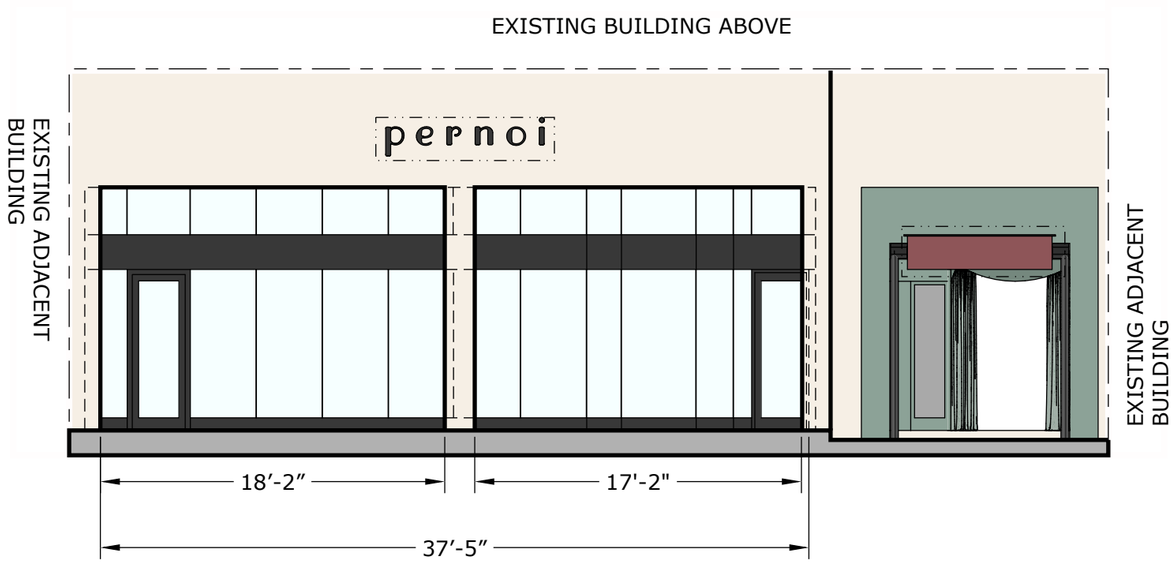
PERNOI - GLAZING CALCULATIONS

A	005	*scale: 1/8"=1'*

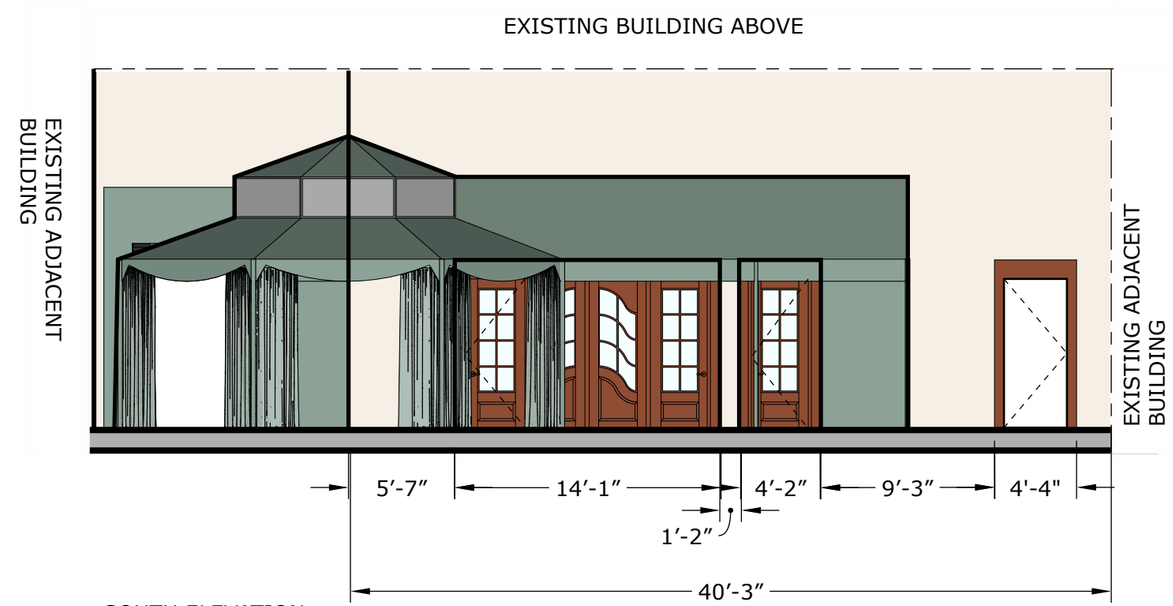
310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: GLAZING CALCULATED BY LINEAL FOOT IN LEASABLE SPACE, FROM 1' TO 8' (DEMARCATION LINE NOTATED PER CITY CODE)

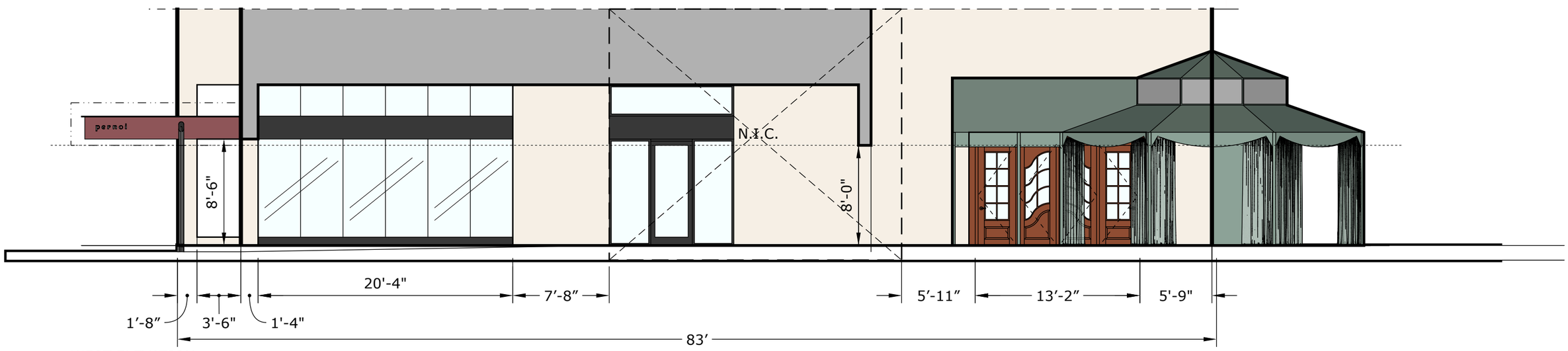
KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



NORTH ELEVATION
(BUILDING SIGNAGE AND CANOPY SIGNAGE/RECLAD, EXISTING BUILDING FINISHES AND LIGHTING TO REMAIN)

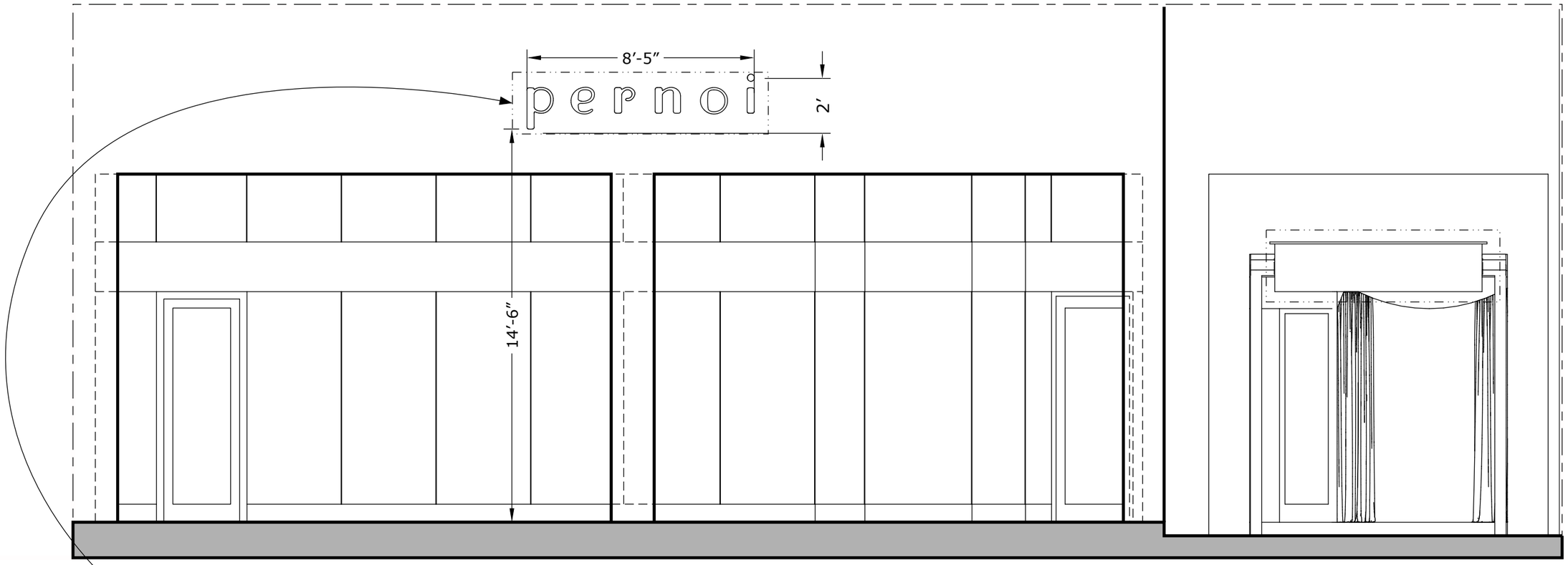


SOUTH ELEVATION
(EXISTING TO REMAIN)

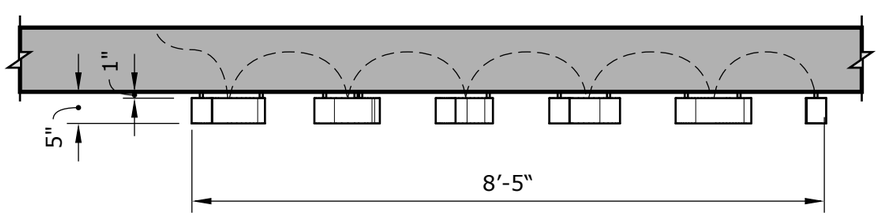


WEST ELEVATION
(CANOPY SIGNAGE TO CHANGE, BUILDING ELEVATION TO REMAIN)

COLOR ELEVATIONS: EXTERIOR

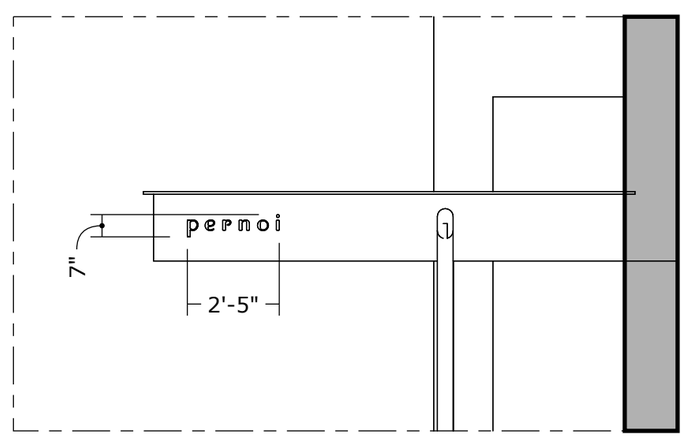


BUILDING SIGN: PIN-MOUNTED INDIVIDUAL CHANNEL LETTERS WITH HALO/BACKLIT LED ILLUMINATION (3000K). BLACK ANODIZED ALUMINUM FINISH WITH 1” STAND-OFF, ELECTRICAL TO BE RAN TO INDIVIDUAL LETTERS, NO EXTERIOR ELECTRICAL RACEWAY.

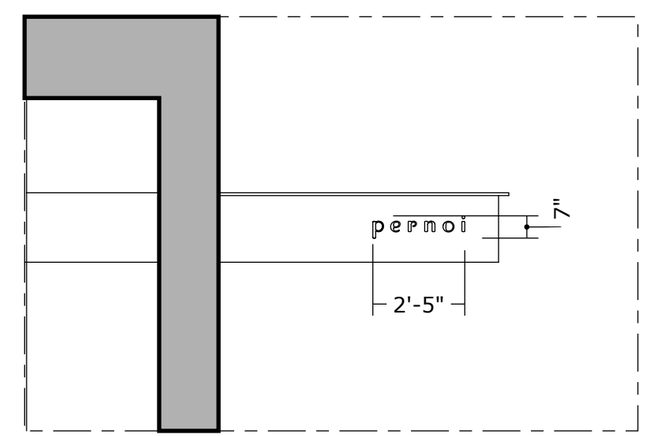


BUILDING SIGN PROTRUSION / TOP VIEW WITH DIMENSIONS

WEST ELEVATION



EAST ELEVATION



PERNOI - SIGNAGE DIMENSIONS

A	004

scale: 1/4"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: NEW BUILDING SIGNAGE AREA: 16.8 Sq.Ft
AWNING SIGNAGE REPLACEMENT (EAST & WEST SIDES ONLY): 2.81 Sq.Ft. (1.4 sq.ft per side)
TOTAL SIGNAGE SQUARE FOOTAGE: 19.61 Sq.Ft.

AWNING SIGN TO BE REPLACED WITH BACKLIT PUSH-THROUGH FROSTED ACRYLIC LETTERS ON PAINTED METAL PANEL TO MATCH AWNING RE-CLAD MATERIAL. BACKLIGHT IN LED, 3000K COLOR TEMPERATURE.

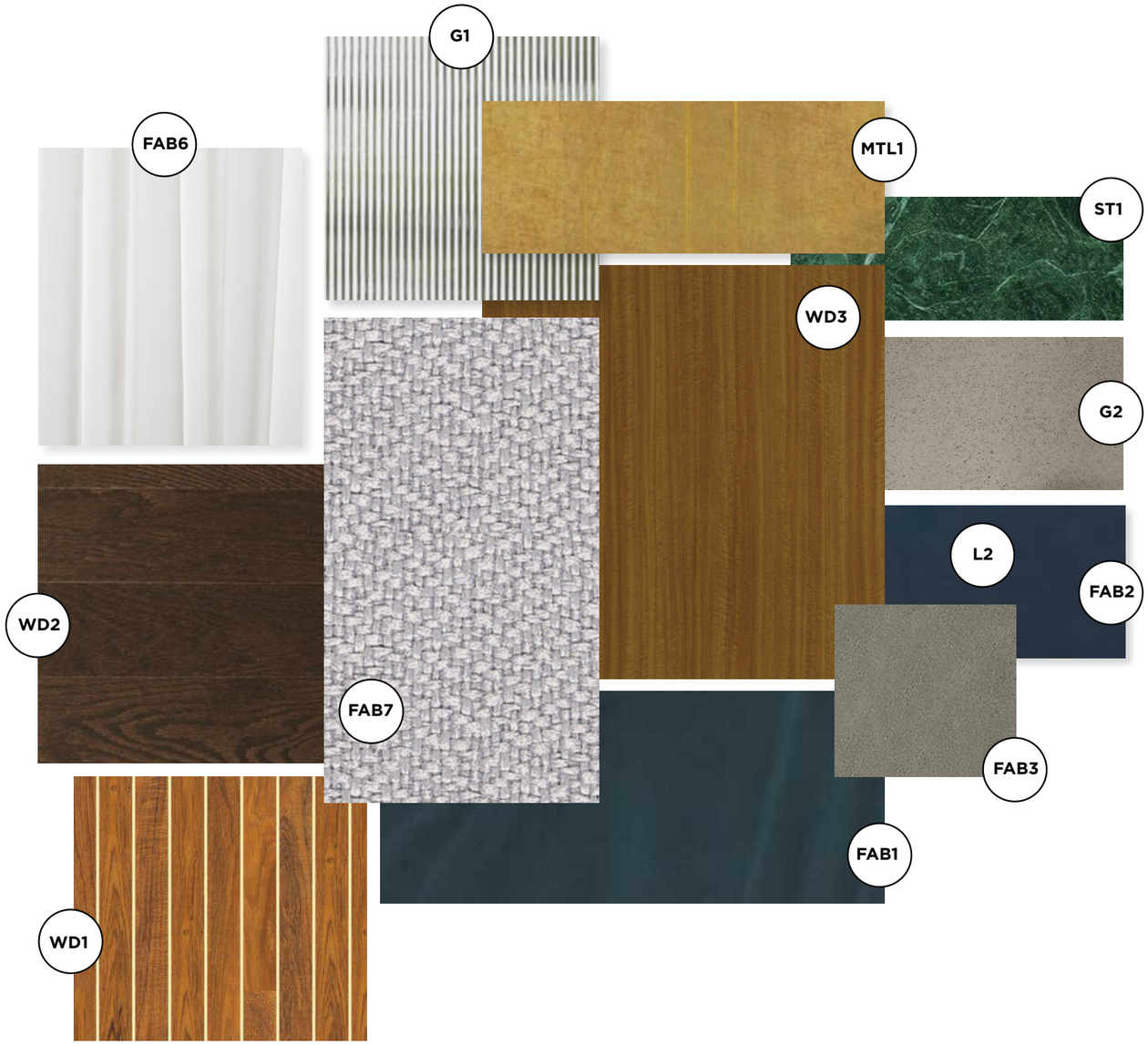
MAPLE/SIGNAGE ELEVATION - NTS

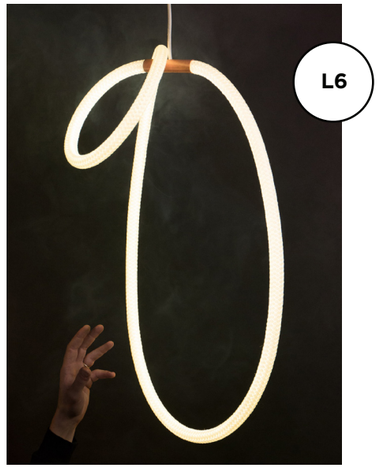
BAR ROOM

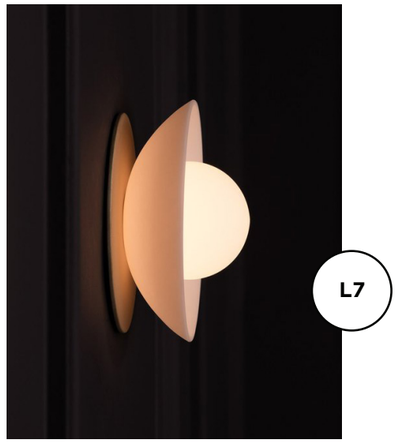
VIA DINING ROOM

MAPLE DINING ROOM

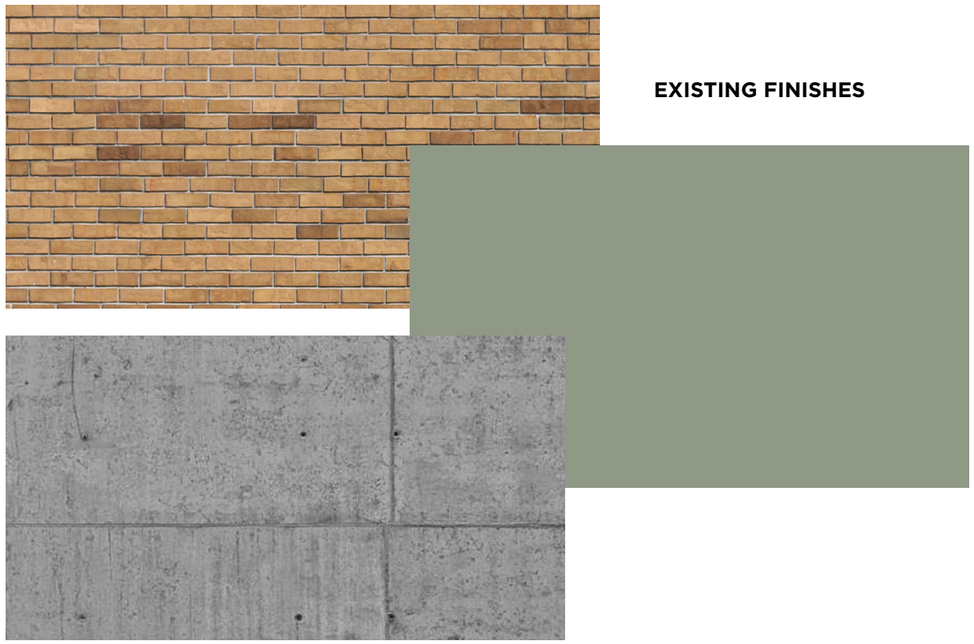
KITCHEN PROCESSION : ELEVATIONS







INTERIOR FINISHES, LIGHTING, AND FURNITURE



EXISTING FINISHES

ALL EXTERIOR FINISHES TO REMAIN, IMAGES OF FINISHES FOR REFERENCE

EXTERIOR EXISTING FINISHES AND NEW FURNITURE

MATERIALS & FINISHES

CODE	MFG	PRODUCT	FINISH	LOCATION	INSTALL/NOTES
MTL1	N/A	AGED BRASS	UNLACQUERED	METAL TRIM & MILLWORK ELEMENTS	1/2" BRASS SQUARE TUBE FOR MILLWORK STRUCTURES, BRASS SHEET FOR TRIM AND/OR MILLWORK ELEMENTS
MTL2	BANKER WIRE	M22-22	BRONZE, BZ, SECONDARY PATINA FINISH	MILLWORK PARTITIONS, WINE RACKS	INFILL PANELS FOR PARTITION AND WINE RACK DETAILS
G1	N/A	FLUTED GLASS	CLEAR, FLUTED	MILLWORK PARTITIONS	INFILL PANELS FOR PARTITION
G2	N/A	ANTIQUE MIRROR	BRONZE TINT	MAPLE DINING ROOM WALL MIRROR	
T1	IRIS FMG / MAXFINE	ARABESCATO	HONED	KITCHEN DOOR SURROUND/ MAPLE DINING WALLS	INSTALL FROM EXISTING CHAIR RAIL UP TO CEILING TRIM, SEE WALL ELEVATIONS.
T2	DESIGN AND DIRECT SOURCE	CLASSIC GLAZED PENNY TILE / PATINA COBALT	GLAZED	BATHROOM FLOORS	REPLACE EXISTING TILE
WD1	OAKWOOD VENEER	TEAK & HOLLY BOAT DECKING VENEER	LACQUERED / HIGH GLOSS	CEILING PANELS / INFILL FOR EXISTING HALL LIGHTING PANELS	
WD2	PROVIDED BY FLOORING CONTRACTOR, OAK BOARD FLOORING	WOOD FLOORING	TO MATCH EXISTING	MAPLE DINING ROOMS	REMOVE EXISTING TILE IN ANY ROOMS EXCEPT KITCHEN AND BATHROOMS AND REPLACE WITH MATCHING WOOD
WD3	CHERRY WOOD BOARD	WALL PANELS/ MILLWORK	TO MATCH EXISTING	ALL NEW MILLWORK TO MATCH EXISTING WALL PANELING	
FAB1	SCHUMACHER	PERFORMANCE VELVET / SEAGLASS 70487		BANQUETTE	
FAB2	RESTORATION HARDWARE			CH1	MFG FINISH
FAB3	GUBI	BEETLE DINING CHAIR w/ CONIC LEGS	GREEN VELVET WITH WHITE PIPING, BRASS LEGS	GENERAL DINING CHAIR (CH03)	MFG FINISH
FAB4	FRANCE AND SON	PLATNER CHAIR	BLACK/GOLD	GENERAL DINING CHAIR (CH03)	MFG FINISH
FAB5	SCHUMACHER	MORROW / INDIGO 73372		CURTAIN VALANCES IN BAR DINING ROOM	PADDED/UPHOULSTERED CURTAIN VALANCE, SEE ELEVATION
FAB6	TBD	WHITE LINEN/SHEER	WHITE	CURTAINS	ALL CURTAIN PANELS FOR MAPLE DINING ROOM AND BAR ROOM
FAB7	CAMIRA	LUCIA PANEL FABRIC	COLOR: RUM	WALL PANELS	RE-WRAP EXISTING ACOUSTIC PANELS IN BAR ROOM
FAB8	SUNBRELLA	SUNBRELLA SHADE COLLECTION - 100% ACRYLIC OUTDOOR AWNING FABRIC	COLOR: BLACK CHERRY 4640-0000	EXISTING AWNING RECLADDING	EAST AND WEST SIDES TO RECEIVE SCREEN-PRINTED LOGO SIGNAGE, NOT TO EXCEED EXISTING SIGN DIMENSIONS
CPT2	TBD	WALK-OFF MAT	NAVY BLUE	ENTRY HALL/ KITCHEN CORRIDOR	CUSTOM MAT, BY FLOORING CONTRACTOR

CODE	MFG	PRODUCT	FINISH	LOCATION	INSTALL/NOTES
PL1	LUMASITE	IVORY SOS 02146	GLOSS	INFILL PANELS IN HALLWAY CEILING DROP	
ST1	EXISTING MARBLE			BAR/COUNTER LEDGES	
P1	PORTOLA PAINTS	LIMEWASH PAINT: 'WINGS'	MATTE WITH SEALANT	SHEET A-007	TWO COATS OF BRUSH APPLIED PAINT, SEALED WITH MANUFACTURER SEALANT FOR WASHABLE FINISH
P2	PORTOLA PAINTS	LIMEWASH PAINT: 'EMERSON'	MATTE WITH SEALANT	SHEET A-007	TWO - THREE COATS OF BRUSH APPLIED PAINT, SEALED WITH MANUFACTURER SEALANT FOR WASHABLE FINISH
P3	SHERWIN WILLIAMS	SW 7008 - ALABASTER	SEMI GLOSS	WOMEN'S ROOM (SHEET A-007)	CEILING, WALLS, AND TRIM TO BE PAINTED IN P3 SEMI GLOSS
P4	SHERWIN WILLIAMS	SW 7602 - INDIGO BATIK	SEMI GLOSS	MEN'S ROOM (SHEET A-007)	CEILING, WALLS, AND TRIM TO BE PAINTED P4 IN SEMI-GLOSS FINISH

SPECIFICATIONS

FURNITURE (INDOOR & OUTDOOR)

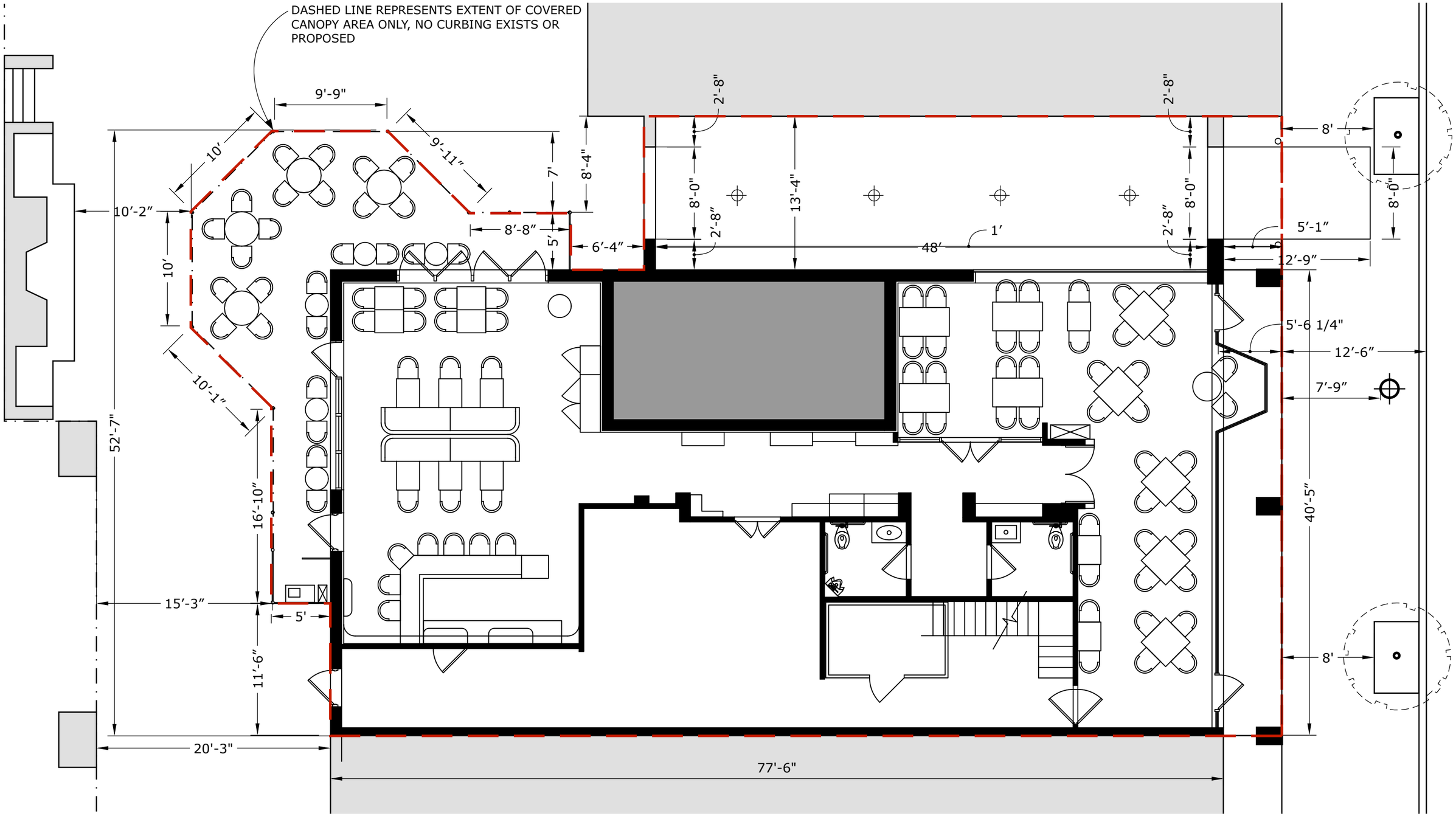
CODE	MFG / PRODUCT		LOCATION	FINISH	QTY
CH2	CALLIGARIS, FIFTIES DINING CHAIR		BAR ROOM' DINING	INDIGO VELVET SEAT/BACK, MATTE BLACK FRAME	14
CH3	KNOLL, BRNO FLAT BAR DINING CHAIR		MAPLE & VIA DINING ROOM	ACQUA LEATHER, COTES D'AZURE SEAT/BACK, POLISHED CHROME FRAME	48
CH1	RESTORATION HARDWARE, WEXLER BARREL BACK LEATHER BAR STOOL		BAR STOOL	AGED BRASS/ ITALIAN VENETO LEATHER, CAMEL	7
EXTERIOR DINING FURNITURE					
CH4	HARBOUR OUTDOOR, PACIFIC FOLDING CHAIR		PATIO SEATING	NATURAL TEAK/ BATYLINE WHITE	30
TAB1	CB2, WATERMARK OUTDOOR CAFE TABLE		PATIO CAFE TABLES (2-TOPS)	BRASS	5
TAB2	ROYAL BOTANIA		PATIO DINING TABLES (4-TOPS)	STAINLESS ELECTROPOLISH ED/ TEAK TOP	4

LIGHTING

CODE	MFG	PRODUCT NAME	MATERIAL/ PERFORMANCE	LOCATION	QTY	PRICE/TOTAL
L1	LEE BROOM	MINI CRESCENT PENDANT 7.875" dia.	OPAQUE ACRYLIC / BRUSHED BRASS / LED DIMMABLE	BAR DINING ROOM	6	$960 / $5760
L2	LEE BROOM	CRESCENT PENDANT (LARGE) 15" dia	OPAQUE ACRYLIC / BRUSHED BRASS / LED DIMMABLE	MAPLE DINING ROOM	12	$1965 / $23,580
L3	TBD	LINEAR LED STRIP	DIMMABLE 300K, LENSED	CURTAIN VALANCE, MAPLE DINING ROOM	APPROX. 65 L/FT	TBD
L4	GUBI	MULTI-LIGHT PENDANT	POLISHED BRASS / LED LAMP, 2700K	CORRIDOR	5	$1050 ($735 NET)/ $3675
L5	VIBE	DWELED 37" PICTURE LIGHT	CHROME / PLUG IN	CORRIDOR	4	$349 / $1396
L6	LUKE LAMP CO	AURA PENDANT	LED STRIP/ NYLON/ ANTIQUE BRASS	ALLEY DINING ROOM/ GLASS ALCOVE	2	$1259 / $2518
L7	ALLIED MAKER	MINI DOME	STONEWASHED BRASS / MATTE WHITE / OPAL GLOBE	NEW HEADER AT BAR	3	$720 / $2160
L8	JUNO	T382L VERTICAL CYLINDER TRACK HEAD	BLACK, 3000K TEMPERATURE, DIMMABLE	GENERAL LIGHTING	+/- 25	

SPECIFICATIONS

thank you



PERNOI - SITE PLAN

A 006 *scale: 1/8"=1'*

310 E. MAPLE ST
BIRMINGHAM, MI
48009

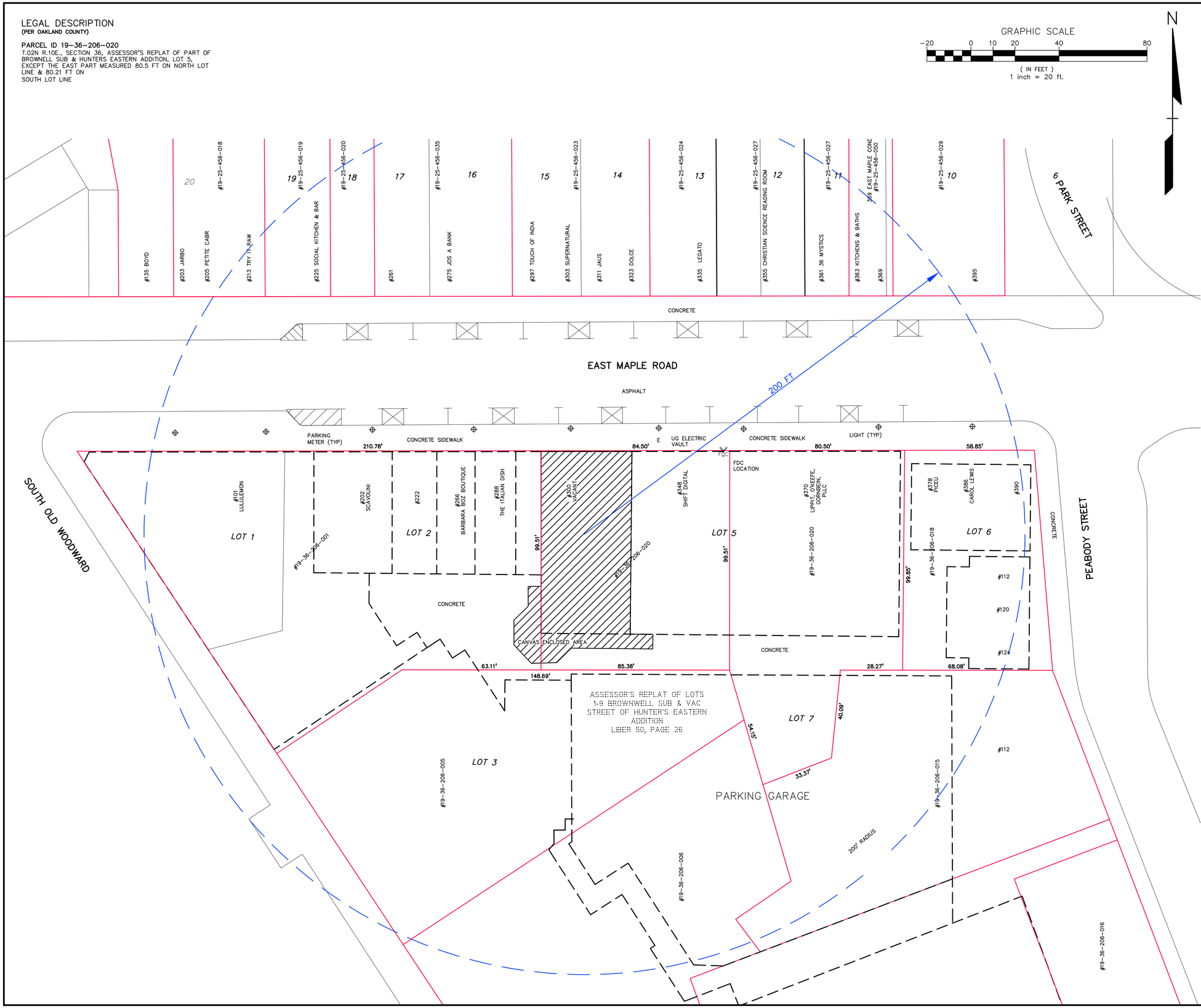
NOTES: NO CHANGES TO EXTERIOR AREAS, ALL EXISTING LIGHTING, SIDEWALKS, AND VIA ELEMENTS TO REMAIN AS-IS. PATIO CANOPY TO REMAIN WITH THE REMOVAL OF ENCLOSURE SYSTEMS ONLY.

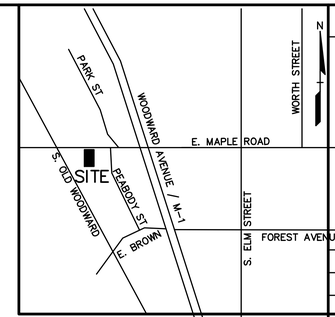
KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

PROPERTY LINE & LEASED AREA

LEGAL DESCRIPTION
(PER OAKLAND COUNTY)

PARCEL ID 19-36-206-020
T.02N R.10E., SECTION 36, ASSESSOR'S REPLAT OF PART OF BROWNELL SUB & HUNTERS EASTERN ADDITION, LOT 5, EXCEPT THE EAST PART MEASURED 80.5 FT ON NORTH LOT LINE & 80.21 FT ON SOUTH LOT LINE





LOCATION MAP – NOT TO SCALE

LEGEND

- BUILDING/INTERIOR SPACE
- PARCEL LINE
- CONC. — CONCRETE
- ASPH. — ASPHALT

NOTE:

No site construction, alterations or repairs are proposed.

The site is zoned B-4 Business-Residential and D-4 Overlay

No.	BY	Chk.	DESCRIPTION	DATE

REVISIONS

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. CONTRACTOR IS ONLY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

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29410 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48034

SURVEY PLAN
310 EAST MAPLE ROAD
PART OF THE NE¼ OF SECTION 36, T.02N., R.10 E.
CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

DES.	DN.	CHK.	SUR.	P.M.
XXX	GWC	XXX	XXX	JPB

G:\PROJECTS\2019\2019-113 310 EAST MAPLE RD\--SPS SURVEY--\SDP\1\2019\2019-113 SP1 R1-A1.dwg

ORIGINAL ISSUE DATE:
APRIL 11, 2019

PEA JOB NO. 2019-113

SCALE: 1" = 20'

DRAWING NUMBER:
1

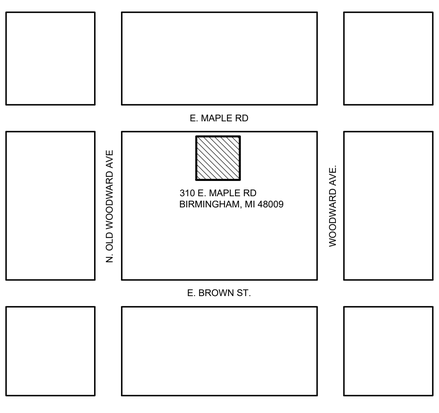
PERNOI RESTAURANT

INTERIOR ALTERATIONS

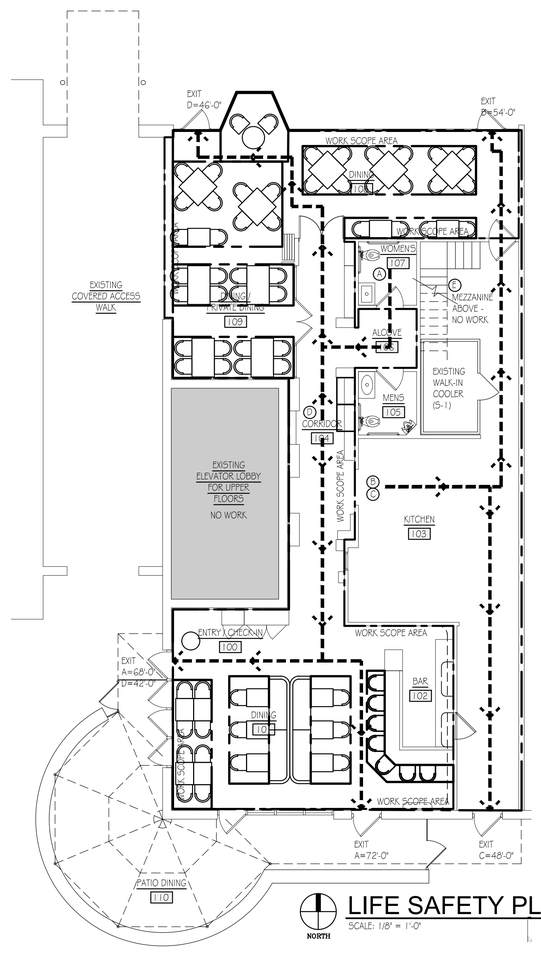
310 E. Maple Rd
Birmingham, MI 48009

DRAWING INDEX

COVER SHEET, LIFE SAFETY PLAN, CODE ANALYSIS
A-010 GENERAL INFORMATION
A-100 DEMOLITION FLOOR / CEILING PLANS
A-200 FLOOR PLAN / REFLECTED CEILING PLAN



LOCATION MAP
NOT TO SCALE
NORTH



LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"
NORTH

PROJECT: PERNOI RESTAURANT INTERIOR ALTERATIONS
ADDRESS: 310 E. MAPLE RD, BIRMINGHAM, MI 48009

REFERENCE CODES:

REHABILITATION:	2015 MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS
BUILDING:	2015 MICHIGAN BUILDING CODE
MECHANICAL:	2015 MICHIGAN MECHANICAL CODE
PLUMBING:	2015 MICHIGAN PLUMBING CODE
ELECTRICAL:	2014 NATIONAL ELECTRICAL CODE W/PART 8 STATE ADMENDMENTS
ACCESSIBILITY:	CC A117.1-2009 AND ADA
ENERGY:	2015 MICHIGAN UNIFORM ENERGY CODE

DESIGNER OF RECORD:

DESIGNER	NAME	LICENSE #	TELEPHONE #
ARCHITECTURAL	John J. Tagle	1301026286	(248) 641-0400
ELECTRICAL	DESIGN BUILD		
PLUMBING	DESIGN BUILD		
MECHANICAL	DESIGN BUILD		

MICHIGAN REHABILITATION CODE

SECTION 301	GENERAL	COMPLIES WITH WORK AREA METHOD FOR ALTERATIONS
SECTION 301.1.1	COMPLIANCE METHOD:	WORK AREA COMPLIANCE
SECTION 503.1	SCOPE:	ALTERATIONS COMPLY WITH CHAPTER 7

ALTERATIONS - LEVEL 1:

SECTION 701.2	CONFORMANCE:	COMPLIES WITH CHAPTER 7 & MBC
703.1	FIRE PROTECTION	WORK SCOPE AREA FULLY SPRINKLERED
704.1	MEANS OF EGRESS:	EXISTING LEVEL OF PROTECTION TO BE MAINTAINED
705.1	ACCESSIBILITY:	EXISTING LEVEL OF ACCESSIBILITY TO BE MAINTAINED

MICHIGAN BUILDING CODE
GENERAL BUILDING DATA:

SECTION 304.1	USE GROUP:	A-2 ASSEMBLY (WITH ACCESSORY OCCUPANCIES: S-1 & B)
SECTION 602	CONSTRUCTION TYPE:	TYPE IIB (ASSUMED)
TABLE 1004.1.2	OCCUPANT LOAD:	EXISTING OCCUPANCY TO REMAIN = 104

CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS

TABLE 506.2 BUILDING AREA:	ALLOWABLE =	28,500 S.F.
	EXISTING OVERALL =	2,645 S.F.
	WORK SCOPE AREA =	1,725 S.F.

SECTION 508 MIXED USE AND OCCUPANCY SEPARATED: NO

CHAPTER 8 - INTERIOR FINISHES

TABLE 803.11 - INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY

GROUP	SPRINKLERED
INTERIOR STAIRWAY	CLASS - B
CORRIDORS	CLASS - B
ROOMS / SPACES	CLASS - C

SECTION 804.4.1 - INTERIOR FLOOR FINISH REQUIREMENTS - TEST REQUIREMENT SHALL COMPLY WITH DOC FF-1 (PILL TEST)

CHAPTER 9 - FIRE PROTECTION SYSTEMS

SECTION 903.1	FIRE PROTECTION SYSTEM:	FULL AUTOMATIC SPRINKLER SYSTEM
SECTION 903.2	WHERE REQUIRED:	A-2, YES
SECTION 904.1	ALT. FIRE-EXTINGUSHING SYSTEM:	NO
SECTION 906.1	PORTABLE FIRE EXTINGUISHERS	YES
SECTION 903.1	WHERE REQUIRED:	USE GROUP A

TABLE 906.3(1) PORTABLE FIRE EXTINGUISHERS: CLASS XX

CONDITION	LIGHT HAZARD	ORDINARY HAZARD	EXTRA HAZARD
MINIMUM RATED	2-A or NA	2-A or NA	4-A or NA
MAX. FLOOR AREA/UNIT OF A	3,000 S.F. or NA	1,500 S.F. or NA	1,000 S.F. or NA
MAX. FLOOR AREA FOR EXTINGUISHER	11,250 S.F. or NA	11,250 S.F. or NA	11,250 S.F. or NA
MAX. TRAVEL DISTANCE TO EXTINGUISHER	75' or NA	75' or NA	75' or NA

SECTION 906.3.2	CLASS B FIRE HAZARDS:	LOW, MODERATE or HIGH HAZARD BASIC MINIMUM RATING - XX-B MAXIMUM TRAVEL DISTANCE TO EXTINGUISHER - XX'
SECTION 907.1	FIRE ALARM & DETECTION SYSTEM:	YES (EXISTING)
SECTION 907.4.2	MANUAL FIRE ALARM (PULL) BOXES:	YES (EXISTING)
SECTION 907.4.2.1	LOCATIONS:	REQUIRED AT EACH EXIT MAX. ALLOW. DISTANCE BETWEEN BOXES: 200'
SECTION 907.4.3	AUTOMATIC SMOKE DETECTION:	YES (EXISTING)

CHAPTER 10 - MEANS OF EGRESS

SECTION 1004.1	DESIGN OCCUPANT LOAD:	EXISTING = 104 OCCUPANTS
SECTION 1005.3 1005.3.1	EGRESS WIDTH PER OCCUPANT SERVED STAIRWAYS	0.3 INCHES PER OCCUPANT = 32.4" MIN. EXISTING = 36"
1005.3.2	OTHER EGRESS COMPONENTS	0.2 INCHES PER OCCUPANT = 21.6" MIN.
SECTION 1006.1	EXIT AND EXIT ACCESS DOORWAYS	REQUIRED: 2 MINIMUM ACTUAL PROVIDED: 5
TABLE 1006.2.1	COMMON PATH OF EGRESS TRAVEL:	SPRINKLERED (YES) = 75'-0" MAX. ACTUAL = 12'-0"
TABLE 1006.2.1	SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY	OCCUPANT LOAD - 49 MAX. = 2 EXITS MIN. 4 EXITS PROVIDED
SECTION 1007.1.1	EXIT ACCESS DOOR PLACEMENT:	MIN. SEPARATION, DIAG. DIST. 1/2 OF SPACE - OK
SECTION 1009.1	ACCESSIBLE MEANS OF EGRESS:	YES
SECTION 1010.1 1010.1.1	MEANS OF EGRESS DOORS SIZE OF DOORS:	32" MIN. CLEAR WIDTH - OK 48" MAX. DOOR WIDTH
1010.1.5	FLOOR ELEVATION:	LEVEL FLOOR/LANDING ON EA. SIDE OF DOOR
1010.1.6	LANDINGS AT DOORS:	MIN. WIDTH EQUAL TO DOOR OR STAIR. 44" MIN. LENGTH IN DIRECTION OF TRAVEL
1010.1.7	THRESHOLDS:	1/2" MAX. HGT. A.F.F WITH BEVELED EDGES
SECTION 1016.2	EGRESS THRU INTERVENING SPACES:	NO
TABLE 1017.2	EXIT ACCESS TRAVEL DISTANCE:	MAX. ALLOWED: 250'-00" ACTUAL: 68'-0" MAX.
TABLE 1020.1	CORRIDOR RATING:	0 HR (WITH SPRINKLER SYSTEM)
TABLE 1020.2	MIN. CORRIDOR WIDTH:	44" REQUIRED / 48" MIN. ACTUAL
SECTION 1020.4	DEAD END CORRIDOR:	20'-0" MAX. = NA
SECTION 1029.7	TRAVEL DISTANCE FOR EXITS & AISLES:	250'-00" MAX. (WITH SPRINKLER SYSTEM)
SECTION 1029.9.1.4	MINIMUM AISLE WIDTH:	36" EXCEPTION 1

CHAPTER 11 - ACCESSIBILITY

SECTION 1104.1	SITE ARRIVAL POINTS:	EXISTING
SECTION 1104.3	CONNECTED SPACES:	NO - EXCEPTION 1
1104.3.1	EMPLOYEE WORK AREAS:	YES
SECTION 1104.4	MULTI-LEVEL BLDG'S & FACILITIES:	1 MIN., 0 PROVIDED - EXCEPTION 1.1.1 & 1.1.2
SECTION 1105.1	PUBLIC ENTRANCES:	60% REQ'D., 75% PROVIDED
TABLE 1106.1	ACCESSIBLE PARKING SPACES:	EXISTING CITY PARKING
TABLE 1108.2.9.1	DINING SURFACES	5% OF DINING SURFACES OR (1) MIN.
SECTION 1109.2	TOILET FACILITIES:	EXISTING TOILET ROOMS

MICHIGAN PLUMBING CODE

PLUMBING FIXTURES:

TABLE 403.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES:

WATER CLOSETS:	REQUIRED:	1 MALE, 1 FEMALE
	ACTUAL PROVIDED:	2 MALE (1 WC/ 1 URINAL) 1 FEMALE
LAVATORIES:	REQUIRED:	1 MALE, 1 FEMALE
	ACTUAL PROVIDED:	1 MALE 1 FEMALE
DRINKING FOUNTAINS:	REQUIRED:	0 (SECTION 410.4)
	ACTUAL PROVIDED:	0
403.1.1 FIXTURE CALCULATIONS:		
50% MEN, 50% WOMEN:		YES - OCCUPANT LOAD= 104 (52 M/ 52 W)
403.3.3 TRAVEL DISTANCE TO RESTROOMS:	MAX. ALLOWED:	500'-0"
	ACTUAL:	115'-0" AT FURTHEST POINT FROM PATIO DINING

JTAI

JOHN TAGLE ASSOCIATES,INC.
ARCHITECTS & PLANNERS

5455 Corporate Dri e, Suite 308
Troy, Michigan 48098-2620
Tel 248-641-0400
Fa 248-641-0401
Web .tai.net

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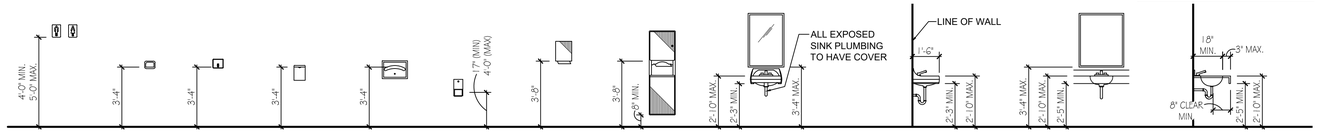
(3 WORKING DAYS)
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)

TAI OB NO.

18.20

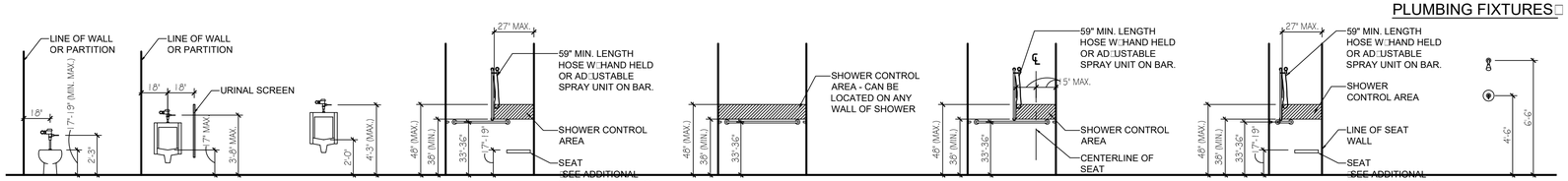
PERMITS
09 21 18

TOILET ACCESSORIES



BARRIER FREE INTERIOR SIGNS | SOAP DISH | SOAP DISPENSER | SANITARY NAPKIN RECEPTACLE | SEAT COVER DISPENSER | BARRIER FREE TOILET PAPER HOLDER | PAPER TOWEL DISPENSER | PAPER TOWEL DISPENSER AND WASTE RECEPTACLE | BARRIER FREE LAVATORY AND MIRROR | BARRIER FREE LAVATORY | BARRIER FREE VANITY AND MIRROR | BARRIER FREE VANITY

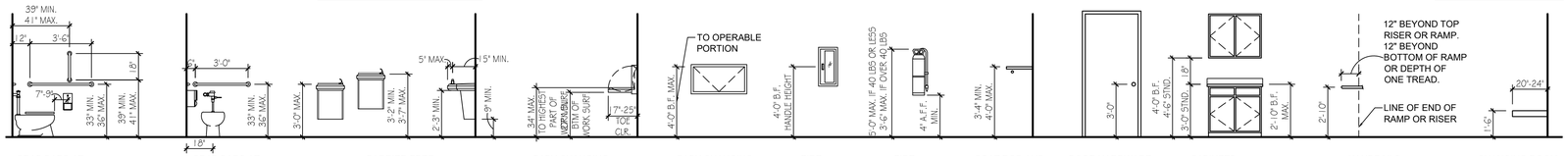
PLUMBING FIXTURES



BARRIER FREE WATER CLOSET | BARRIER FREE URINAL | STANDARD URINAL | BARRIER FREE HAND HELD SHOWER HEAD (STANDARD ROLL-IN WITH SEAT) | BARRIER FREE HAND HELD SHOWER HEAD (STANDARD ROLL-IN WITHOUT SEAT) | BARRIER FREE HAND HELD SHOWER HEAD ON BACK WALL (ALTERNATE ROLL-IN) | BARRIER FREE HAND HELD SHOWER HEAD ON END WALL (ALTERNATE ROLL-IN) | SHOWER HEAD

PROVIDE 59" MIN. LENGTH HOSE W/ HAND HELD OR ADJUSTABLE SPRAY UNIT ON BAR.

PLUMBING FIXTURES

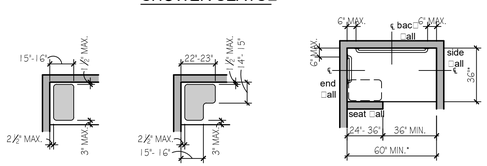


GRAB BARS AT SIDE WALL | GRAB BARS AT BACK WALL | BARRIER FREE DRINKING FOUNTAIN | BABY CHANGING STATION | BABY CHANGING STATION (MAX. REACH) | FIRE EXTINGUISHER CABINET | FIRE EXTINGUISHER ON BRACKET | COAT ROD AND SHELF | DOOR HARDWARE KNOB OR LEVER (B.F.) | CABINETS COUNTER TOPS | HANDRAILS | CHANGING ROOM BENCH

ABBREVIATIONS

ABV.	ABOVE	LAM.	LAMINATE
A/C	AIR CONDITIONING	LAV.	LAVATORY
ACT	ACOUSTICAL CEILING TILE	L.P.	LOW POINT OR LIGHTING PANEL
ADD	ADDENDUM OR ADDITIONAL	LT	LIGHT
A.F.F.	ABOVE FINISHED FLOOR	LTG	LIGHTING
ALUM.	ALUMINUM	MATL.	MATERIAL
ALT.	ALTERNATE	MAX.	MAXIMUM
ANOD.	ANODIZED	MECH	MECHANICAL
APA	AMERICAN PLYWOOD ASSOCIATION	MFR	MANUFACTURE(R)
ARCH	ARCHITECT(URAL)	MIN.	MINIMUM
ASPH	ASPHALT	M.O.	MASONRY OPENING
@	AT	MTD.	MOUNTED
BD.	BOARD	MTG.	MOUNTING
BRG.	BEARING	MTL.	METAL
B.F.	BARRIER FREE	N.A.	NOT APPLICABLE
BLDG	BUILDING	N.I.C.	NOT IN CONTRACT
BM.	BEAM	NOM.	NOMINAL
B.O.	BOTTOM OF	N.T.S.	NOT TO SCALE
B.PL	BASE PLATE OR BEARING PLATE	O.C.	ON CENTER(S)
CAB.	CABINET	O.D.	OUTSIDE DIMENSION/ DIAMETER
C.B.	CATCH BASIN	OPNG.	OPENING
CJ	CONTROL JOINT	OPP. HND.	OPPOSITE HAND
CLG.	CEILING	PL.	PLATE
CMU	CONCRETE MASONRY UNIT	P. LAM	PLASTIC LAMINATE
COL.	COLUMN	PLWD.	PLYWOOD
CONT.	CONTINUOUS OR CONTINUE	PTD.	PAINTED
CPT.	CARPET	R	RISER
COORD.	COORDINATE	RA	RETURN AIR
CONC.	CONCRETE	RAD.	RADIUS
CORR	CORRIDOR OR CORRUGATED	RD	ROOF DRAIN
DET.	DETAIL	REC	RECESSED
D.F.	DRINKING FOUNTAIN	REF	REFRIGERATOR
DIA.	DIAMETER	REFL	REFLECT(ED), (IVE), (OR)
DIM.	DIMENSION	REINF	REINFORCE(D), (ING)
D/W	DISHWASHER	REQD.	REQUIRED
DWG	DRAWING	REV.	REVISED/ REVISION
EA	EACH	RM.	ROOM
E.J.	EXPANSION JOINT	R.O.	ROUGH OPENING
ELEC	ELECTRIC(AL)	RS	ROOF SUMP
E.P.	ELECTRICAL PANEL	SA	SUPPLY AIR
EQ.	EQUAL	SAN	SANITARY
EQUIP	EQUIPMENT	S.C.	SEALED CONCRETE
EWC	ELECTRIC WATER COOLER	SD	STORM DRAIN
EXIST.	EXISTING	S.F.	SQUARE FOOT/ FEET
EXT.	EXTERIOR	SHT.	SHEET
FD.	FLOOR DRAIN	SIM.	SIMILAR
FE.	FIRE EXTINGUISHER	SPK.	SPEAKER
FLR.	FLOOR	SS	SERVICE SINK
FLUOR.	FLUORESCENT	SSTL.	STAINLESS STEEL
FRT	FIRE-RETARDANT TREATED (WOOD)	STC	SOUND TRANSMISSION CLASS
FT	FEET / FOOT	STL.	STEEL
FTG.	FOOTING	SUSP	SUSPEND(ED)
GA	GAUGE	T	TREAD
GALV.	GALVANIZED	T & B	TOP & BOTTOM
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	T & G	TONGUE & GROOVE
GL	GLASS, GLAZING	T.O.	TOP OF
GYP. BD.	GYPSUM BOARD	TRANS	TRANSFORMER
H.C.	HANDICAPPED OR HOLLOW CORE	TYP.	TYPICAL
HM	HOLLOW METAL	U.N.O.	UNLESS NOTED OTHERWISE
H.P.	HIGH POINT	VB	VAPOR BARRIER
HT.	HEIGHT	VCT	VINYL COMPOSITION TILE
HVAC	HEATING/ VENTILATION/ AIR CONDITIONING	VEST.	VESTIBULE
HYD.	HYDRANT	VWC	VINYL WALL COVERING
I.D.	INSIDE DIMENSION/ DIAMETER	V.I.F.	VERIFY IN FIELD
IN.	INCH(ES)	W/	WITH
INCL	INCLUDE(D), (ING)	W/O	WITHOUT
INSUL.	INSULATION	WC	WATER CLOSET
INT	INTERIOR / INTERNAL	WD.	WOOD
J.B.	JUNCTION BOX	WH	WATER HEATER
J.C.	JANITOR CLOSET	WM	WATER MAIN
JST.	JOIST	WWF	WIRE WELDED FABRIC
JT	JOINT	WWM	WIRE WELDED MESH
KIT.	KITCHEN	YD	YARD

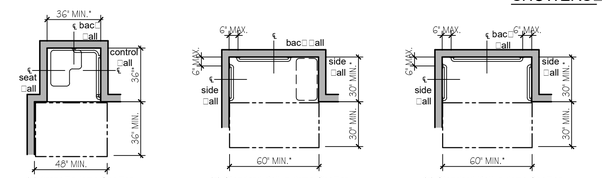
SHOWER SEATS



(a) Retangular Shower Compartment Seat | (b) L-Shaped Shower Compartment Seat | (c) Alternate Roll-in-Type Shower Compartment (with seat) Side Clearance

*Note: Inside finished dimensions measured at the center points of the opposing sides.

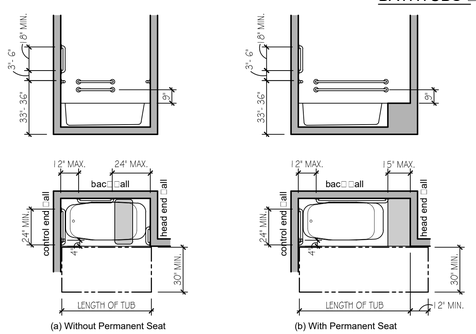
SHOWERS



(d) Transfer-Type Shower Compartment Side Clearance | (a) Standard Roll-in-Type Shower Compartment (with seat) Side Clearance | (b) Standard Roll-in-Type Shower Compartment (without seat) Side Clearance

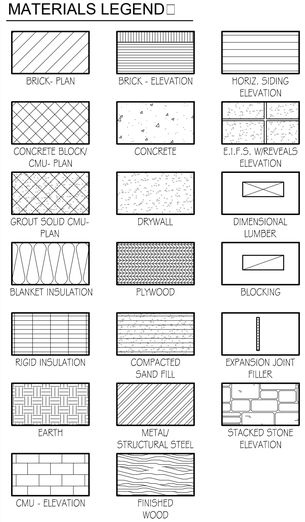
*Note: Inside finished dimensions measured at the center points of the opposing sides.

BATHTUBS

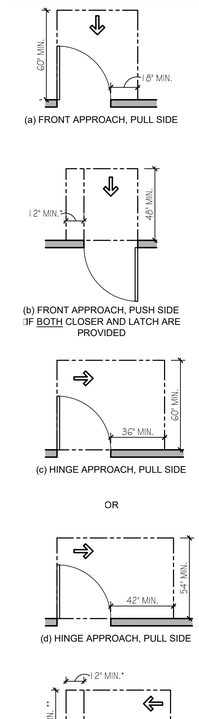


(a) Without Permanent Seat | (b) With Permanent Seat

MATERIALS LEGEND



ACCESSIBLE ROUTES



(a) FRONT APPROACH, PULL SIDE

(b) FRONT APPROACH, PUSH SIDE IF BOTH CLOSER AND LATCH ARE PROVIDED

(c) HINGE APPROACH, PULL SIDE

OR

(d) HINGE APPROACH, PULL SIDE

(e) HINGE APPROACH, PUSH SIDE IF BOTH CLOSER AND LATCH ARE PROVIDED 48" MIN. IF BOTH CLOSER AND LATCH PROVIDED

(.) LATCH APPROACH, PULL SIDE 54" MIN. IF CLOSER IS PROVIDED

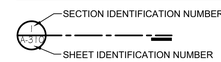
(g) LATCH APPROACH, PUSH SIDE 48" MIN. IF CLOSER IS PROVIDED

REFERENCE SYMBOLS

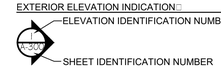
PLAN IDENTIFICATION

DETAIL IDENTIFICATION

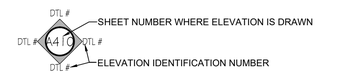
SECTION LOCATION IDENTIFICATION



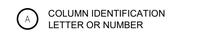
EXTERIOR ELEVATION INDICATION



INTERIOR ELEVATION INDICATION



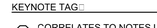
COLUMN INDICATION



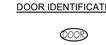
ROOM NAME NUMBER

WALL IDENTIFICATION TAG

KEYNOTE TAG



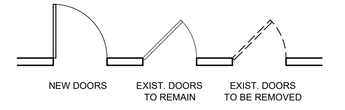
DOOR IDENTIFICATION TAG



ELEVATION TARGET

REFLECTED CEILING PLAN TAG

DOOR SYMBOLS



THIS SHEET IS INTENDED FOR GENERAL INFORMATION. NOT ALL DETAILS MAY BE APPLICABLE TO PROJECT

JTAI

JOHN TAGLE ASSOCIATES,INC.

ARCHITECTS & PLANNERS

5405 Corporate Drive Suite 308
Troy, Michigan 48098-2620
Tel: 248-641-0400
Fax: 248-641-0401
Web: www.jtai.net

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PROJECT:

PERNOI RESTAURANT

INTERIOR ALTERATIONS

310 E. Maple Rd.
Birmingham, MI
48009

SHEET:

GENERAL INFORMATION

ISSUE REVISION

PERMIT SUBMITTAL	09/21/18

DRAWN BY

CWP

REVIEWED BY

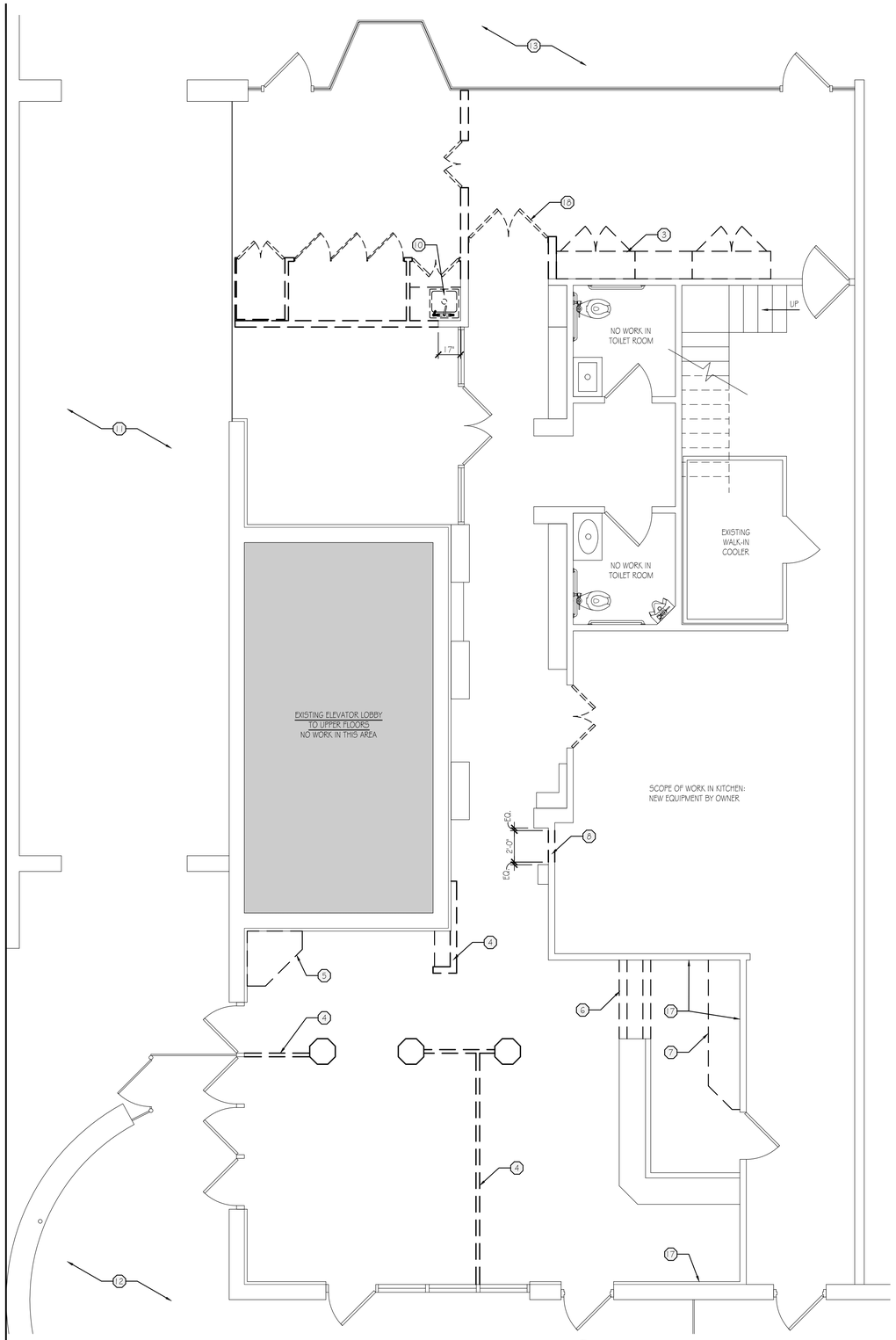
JT

JTAI FILE NO.

18.20

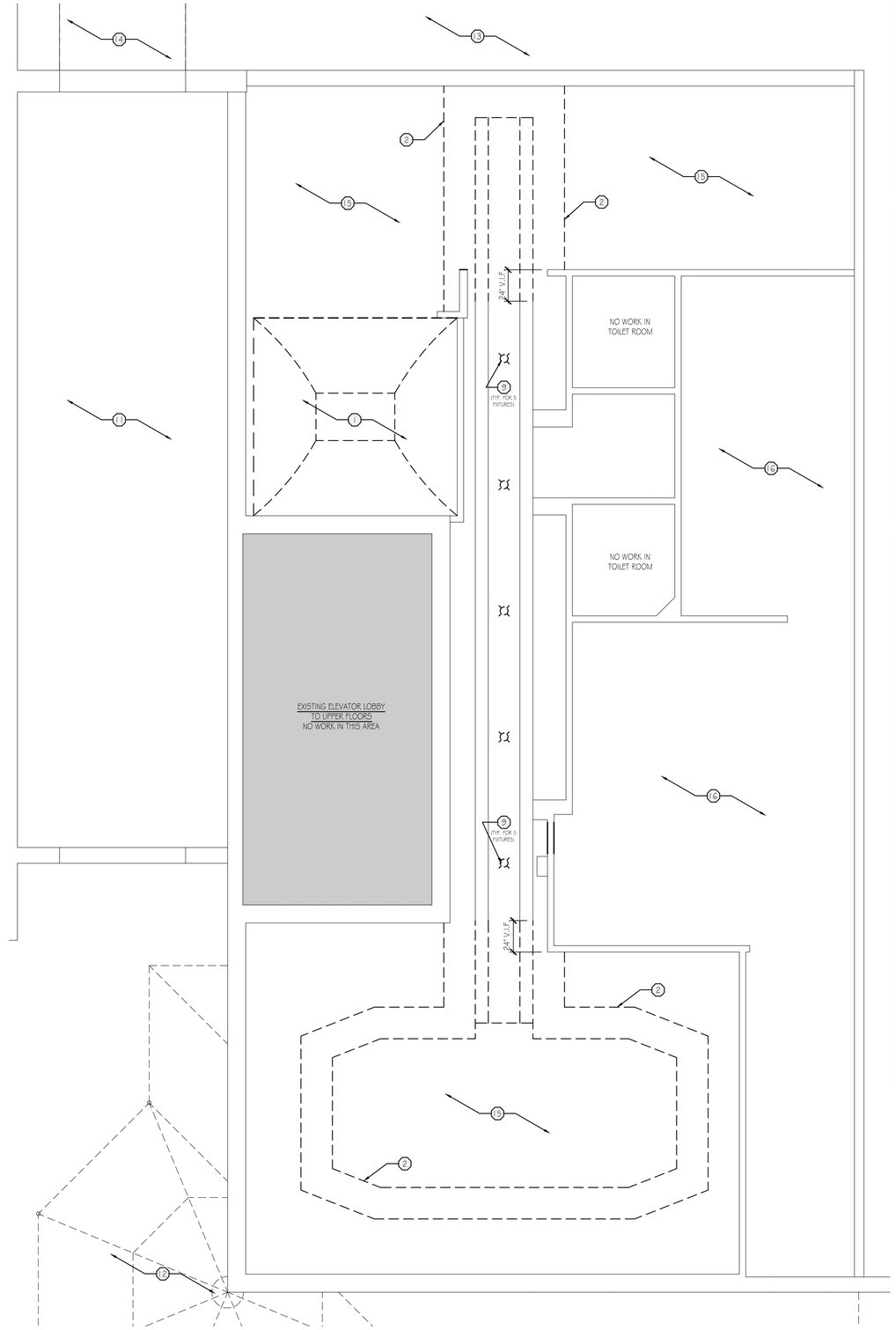
DRAWING NO.

A-010



DEMOLITION FLOOR PLAN

SCALE: 1/4" = 1'-0"



DEMOLITION R.C. PLAN

SCALE: 1/4" = 1'-0"

DEMOLITION NOTES

1. CONTRACTOR SHALL NOTIFY ARCHITECT, PRIOR TO CONSTRUCTION OF AFFECTED AREAS, IF FIELD CONDITIONS VARY FROM WHAT IS INDICATED.
2. PROVIDE TEMPORARY BARRIERS / DUST PARTITIONS AS REQUIRED.
3. WHERE WALLS, FIXTURES, ETC. HAVE BEEN REMOVED PREPARE REMAINING CONSTRUCTION TO RECEIVE NEW FINISHES.
4. REMOVE ALL UNUSED / ABANDONED WIRES, CONDUITS, CABLES, TUBES, ETC.
5. FIRE SUPPRESSION DISTRIBUTION PIPING & HEADS TO BE ADJUSTED IN RELATION TO NEW CEILING CLOUDS, HEIGHTS, SOFFITS & EXPOSED CEILINGS.

MECHANICAL & ELECTRICAL

1. ELECTRICAL DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DESIGN/BUILD ELECTRICAL CONTRACTOR AND SHALL INCLUDE EGRESS AND EMERGENCY LIGHTING. ALL DOCUMENTATION, DRAWINGS, CALCULATIONS, ETC. REQUIRED FOR CONSTRUCTION AND BY THE BUILDING CODE AND GOVERNMENT AGENCY HAVING AUTHORITY OVER THIS PROJECT SHALL BE PREPARED, CERTIFIED, AND SUBMITTED BY THE DESIGN/BUILD ELECTRICAL CONTRACTOR.
2. MECHANICAL DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DESIGN/BUILD MECHANICAL CONTRACTOR. ALL DOCUMENTATION, DRAWINGS, CALCULATIONS, ETC. REQUIRED FOR CONSTRUCTION AND BY THE BUILDING CODE AND GOVERNMENT AGENCY HAVING AUTHORITY OVER THIS PROJECT SHALL BE PREPARED, CERTIFIED, AND SUBMITTED BY THE DESIGN/BUILD MECHANICAL CONTRACTOR. SUPPLY & RETURN AIR GRILLES SHOWN IN THIS SET OF DRAWINGS ARE FOR REFERENCE ONLY.

DEMOLITION PLAN LEGEND

EXISTING WALL CONSTRUCTION TO BE REMOVED.

EXISTING DOOR AND FRAME TO BE REMOVED.

KEY NOTE LEGEND

1. EXISTING CURTAIN CEILING AND LIGHT FIXTURE TO BE REMOVED.
2. EXISTING SOFFIT CONSTRUCTION TO BE REMOVED.
3. EXISTING MILLWORK TO BE REMOVED AND SALVAGED FOR RE-USE.
4. EXISTING HALF WALL CONSTRUCTION TO BE REMOVED.
5. EXISTING COAT CLOSET TO BE REMOVED.
6. EXISTING BAR SERVING CENTER TO BE REMOVED.
7. EXISTING COUNTER TOP TO BE REMOVED. MILLWORK BELOW TO REMAIN.
8. NEW 24" x 24" R.O. OPENING FOR PORT HOLE WINDOW. CENTER OF INSTALLED WINDOW TO BE 5'-0" A.F.F. VERIFY DIAMETER OF WINDOW WITH OWNER.
9. REMOVE EXISTING LIGHT FIXTURES. JUNCTION BOX AND WIRING TO REMAIN TO BE RE-USED FOR NEW FIXTURES.
10. EXISTING SINK & MILLWORK TO BE REMOVED. CAP & CONCEAL PLUMBING.
11. EXISTING OUTDOOR COVERED ACCESS WALK TO REMAIN.
12. EXISTING PATIO & PATIO ENCLOSURE TO REMAIN.
13. EXISTING CONCRETE WALK ALONG MAPLE RD. TO REMAIN.
14. EXISTING CANOPY TO REMAIN. NEW SIGNAGE.
15. REMOVE ALL EXISTNG LIGHT FIXTURES. SALVAGE TRACK LIGHT FIXTURES FOR REUSE. LOCATIONS TO BE DETERMINED.
16. EXISTING KITCHEN PLAN LAYOUT TO REMAIN. EXTENT OF WORK SCOPE:
    - NEW CEILING TILES
    - EXISTING GRID TO BE PAINTED
    - EXISTING LIGHT FIXTURES TO REMAIN & BE CLEANED
    - NEW POT RACK TO BE HUNG FROM EXISTING CEILING STRUCTURE
17. EXISTING WALL MIRRORS TO BE REMOVED. PATCH ANY DAMAGE TO WALL TO RECEIVE NEW FINISH.
18. SALVAGE DOOR & WOOD FRAME FOR RELOCATION.

JTAI

JOHN TAGLE ASSOCIATES,INC.

ARCHITECTS & PLANNERS

5405 Corporate Drive Suite 308
Troy, Michigan 48098-2620
Tel: 248-641-0400
Fax: 248-641-0401
Web: www.jtai.net

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PROJECT:

PERNOI RESTAURANT

INTERIOR ALTERATIONS

310 E. Maple Rd.
Birmingham, MI
48009

SHEET:

DEMOLITION FLOOR & CEILING PLANS

ISSUE REVISION

PERMIT SUBMITTAL	08/21/18

DRAWN BY:

CWP

REVIEWED BY:

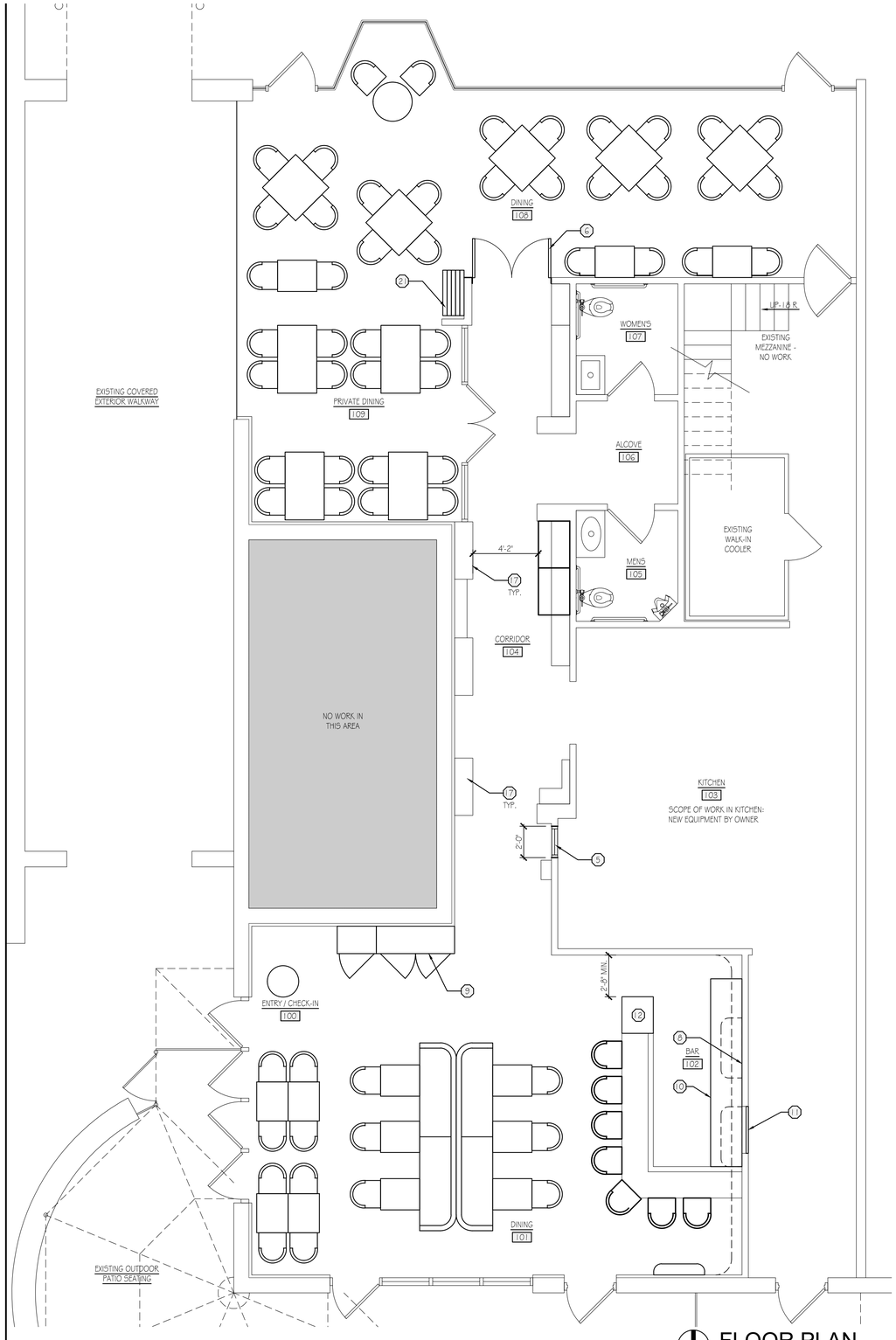
JT

TAI FILE NO.

18.20

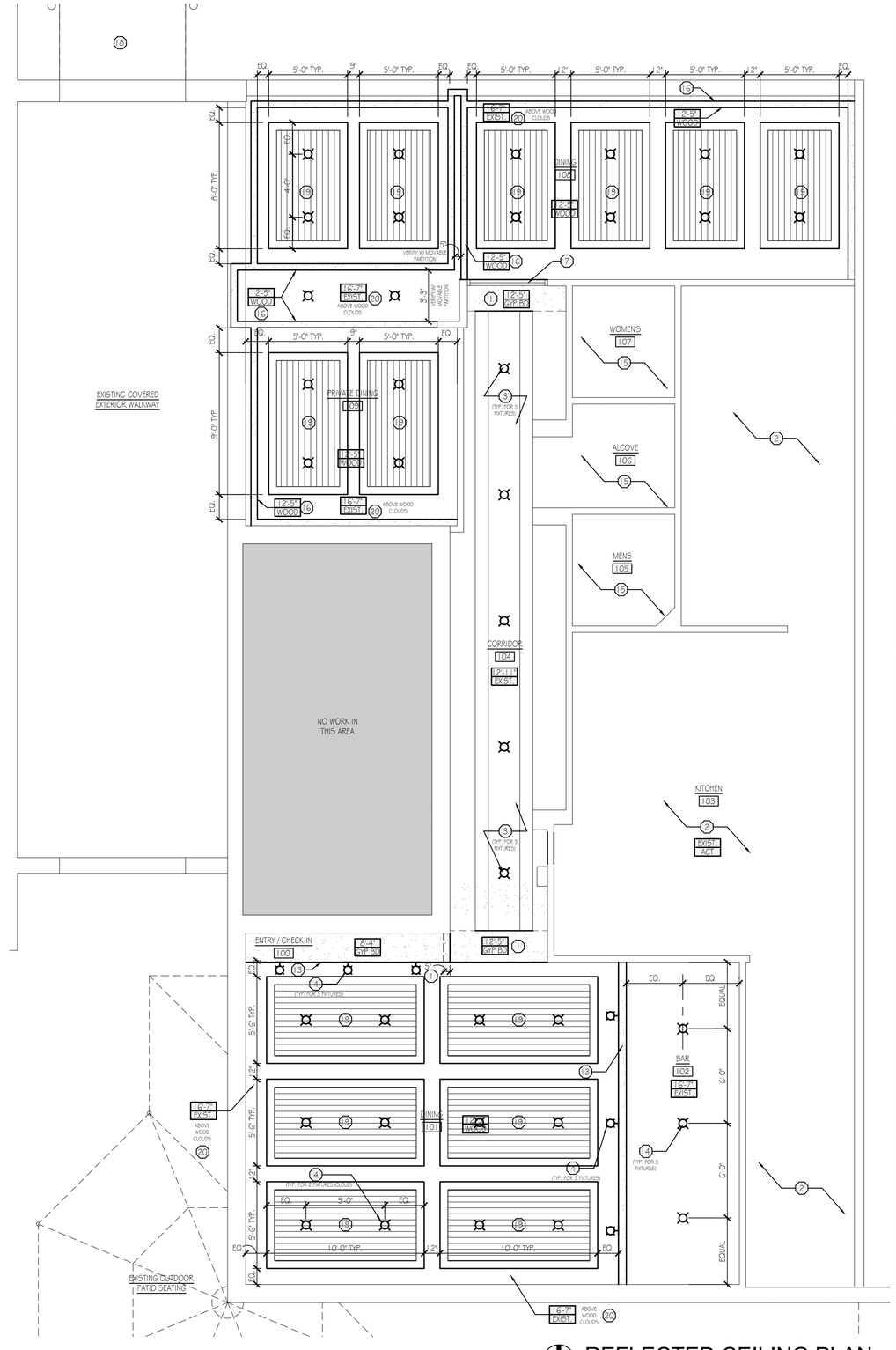
DRAWING NO.

A-100



FLOOR PLAN

SCALE: 1/4" = 1'-0"



REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

ARCHITECTURAL NOTES

1. CONTRACTOR SHALL NOTIFY ARCHITECT, PRIOR TO CONSTRUCTION OF AFFECTED AREAS, IF FIELD CONDITIONS VARY FROM WHAT IS INDICATED.
2. DIMENSIONS GIVEN ARE FROM FACE OF FINISH MATERIAL TO FACE OF FINISH MATERIAL UNLESS NOTED OTHERWISE.
3. EXISTING PLUMBING FIXTURES TO REMAIN ARE TO BE CLEANED AND BROUGHT INTO PROPER WORKING ORDER.
4. PROVIDE & INSTALL SOLID BLOCKING IN WALLS & CEILINGS AS REQUIRED FOR MILLWORK, ALL WALL SUPPORTED PRODUCTS, B.F. GRAB BARS IN TOILET ROOMS, CEILING SOFFITS, ETC. COORDINATE BLOCKING REQUIREMENTS W/ FIXTURE/ ACCESSORY VENDOR.
5. ALL METAL STUDS SHALL BE 16" O.C. (U.N.O). PROVIDE SLIP-TRACK MOUNTED AT UNDERSIDE OF ROOF AND/OR FLOOR DECK / STEEL JOISTS FOR ALL STUD WALLS CONTINUOUS TO DECK.
6. PROVIDE 5/8" MOISTURE RESISTANT GYP. BD. AT ALL WET WALLS. INCLUDING A 4' (MIN) RETURN ON ALL ADJACENT PARTITIONS. (FLOOR TO CLG. TYP.) U.N.O.
7. ALL GYPSUM WALLBOARD USED THROUGHOUT CONSTRUCTION SHALL BE INSTALLED WITH ALL CORNER BEADS, TRIMS AND MOLDINGS AS REQUIRED FOR A COMPLETE INSTALLATION. WALLS TO BE TAPED AND SPACKLED SMOOTH. PROVIDE CONTROL JOINTS AS INSTRUCTED BY U.S. GYPSUM HANDBOOK.
8. ALL WALLS TO BE HELD TO A 1/4" +/- TOLERANCE AND 1 DEGREE +/- FROM 90 DEGREES OR SPECIFIED ANGLE THROUGHOUT.
9. GC TO PROVIDE UTILITY SERVICES FOR ALL APPLIANCES & MAKE ALL CONNECTIONS.

MECHANICAL & ELECTRICAL

1. ELECTRICAL DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DESIGN/BUILD ELECTRICAL CONTRACTOR AND SHALL INCLUDE EGRESS AND EMERGENCY LIGHTING. ALL DOCUMENTATION, DRAWINGS, CALCULATIONS, ETC. REQUIRED FOR CONSTRUCTION AND BY THE BUILDING CODE AND GOVERNMENT AGENCY HAVING AUTHORITY OVER THIS PROJECT SHALL BE PREPARED, CERTIFIED, AND SUBMITTED BY THE DESIGN/BUILD ELECTRICAL CONTRACTOR.
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KEY NOTE LEGEND

1. NEW GYP. BD. SOFFIT TO MATCH WIDTH, PROFILE, HEIGHT, AND FINISH OF EXISTING.
2. EXISTING LIGHT FIXTURES & ACT CEILING GRID TO REMAIN & BE PAINTED. REPLACE ALL CEILING TILES WITH NEW.
3. EXISTING CEILING CONSTRUCTION TO REMAIN. NEW LIGHT FIXTURES TO BE INSTALLED IN SAME LOCATION AS EXISTING (TO BE SELECTED BY OWNER).
4. NEW LIGHT FIXTURES SELECTED BY OWNER. PENDANTS IN NEW WOOD CLG CLOUDS & SURFACE MTD. SCONCE ON WALLS.
5. NEW 24" DIA. ROUND WINDOW W/ 3/4" GLASS IN WOOD FRAME. CENTER OF OPENING TO BE 5'-0" A.F.F. VERIFY SIZE WITH OWNER. COORD. W/ K.N. #8 ON A-100.
6. EXISTING WOOD AND GLASS DOORS & FRAME RELOCATED.
7. NEW TRANSOM TO MATCH EXISTING ON PRIVATE DINING 109. SECURE TO NEW SOFFIT.
8. PROVIDE BLOCKING IN EXISTING WALLS FOR NEW BAR SHELVING. VERIFY LOCATION & HEIGHTS WITH OWNER.
9. RELOCATED MILLWORK (RECONFIGURED TO FIT).
10. NEW BACK BAR. EXTEND NEW COUNTER TOP FULL WIDTH TO EXISTING BAR TOP. RELOCATE EQUIPMENT UNDER.
11. EXISTING DOOR TO BE PERMANENTLY SECURED IN CLOSED POSITION.
12. NEW BAR SERVING CENTER. MIN. 32" CLEAR TO BE MAINTAINED BETWEEN WALL AND SERVING CENTER.
13. NEW SOFFIT CONSTRUCTION WITH FABRIC WRAPPED HOMOSOTE PANELS HUNG FROM ROOF STRUCTURE. BOTTOM OF SOFFIT TO BE 8'-4" A.F.F., TOP OF SOFFIT TO BE 12'-5" A.F.F. - SEE INTERIOR FINISH REQUIREMENTS ON COVER SHEET.
14. NEW PENDANT LIGHT FIXTURES. BOTTOM OF FIXTURE TO BE ABOVE BOTTOM OF NEW SOFFIT CONSTRUCTION.
15. EXISTING CEILING MATERIAL & LIGHT FIXTURES TO REMAIN.
16. NEW SOFFIT CONSTRUCTION W/ STAINED WOOD VENEER. BOTTOM @ 12'-5" A.F.F.. TOP OF SOFFIT TO BE 12" MIN. (V.I.F.). COLOR TO BE SELECTED BY OWNER.
17. EXISTING CASEWORK TO REMAIN. NEW DOORS TO BE INSTALLED.
18. NEW SIGNAGE ON EXISTING CANOPY
19. NEW LINEAR CLOSED SERIES 1 WOOD CEILING SYSTEM BY ARCHITECTURAL COMPONENTS GROUP OR APPROVED EQUAL. WOOD VENEER: SPECIES, REVEAL PROFILE & FINISH TO BE SELECTED BY OWNER FROM MANUFACTURER'S STANDARD SELECTIONS. FIRE RATING ON PANELS TO BE CLASS 1(A). SUSPEND ACCORDING TO MANUFACTURER'S SPECIFIED METHOD OF SUSPENSION.
20. PAINT EXPOSED CEILING, DUCTWORK & SPRINKLER PIPES. COLOR TO BE DETERMINED BY OWNER.
21. MOVABLE PARTITION. SELECTED BY OWNER.

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PERNOI RESTAURANT

INTERIOR ALTERATIONS

310 E. Maple Rd.
Birmingham, MI
48009

SHEET:

FLOOR PLAN

ISSUE REVISION

PERMIT SUBMITTAL 08/21/18

DRAWN BY

CWP

REVIEWED BY

JT

JTAI FILE NO.

18.20

DRAWING NO.

A-200

Multi-Lite Pendant

By Gubi

YLIGHTING

Call Us 866 428 9289

Product Options

Color: Charcoal Black with Brass, Matte Blue with Brass, Matte White with Brass, Polished Brass

Details

- Multifaceted, geometric design
- Rotatable quarter-spherical shades
- Textile covered cord
- Designed by Louis Weisdorf
- Made In Denmark

Dimensions

Fixture: Height 14.2", Diameter 14.2"

Lighting

- One 53 Watt (1050 Lumens) 120 Volt E26 Medium Base Halogen Lamp(s) (Not Included)

Additional Details

Product URL:

https://www.ylighting.com/multi-lite-pendant-light-by-gubi-GUBP150826.html

Notes:

Product ID: GUBP150826

Prepared by:

Prepared for:

Project:

Room:

Placement:

Approval:

Created February 6th, 2019

Crescent Light Mini Pendant

By Lee Broom

YLIGHTING

Call Us 866 428 9289

Details

- Field-adjustable gold suspension cord
- Designed by Lee Broom in 2016
- Finish: Brushed Brass
- Material: Opal Acrylic and metal shade
- 5 inch Round Brushed Brass canopy
- UL Listed
- Made In India

Dimensions

Canopy: Diameter 5"

Cord: Length 118"

Fixture: Diameter 8"

Maximum Hanging: Length 126"

Lighting

- One 8 Watt (900 Lumens) 120 Volt E26 Medium Base LED Lamp(s) (Included)

Additional Details

Product URL:

https://www.ylighting.com/mini-crescent-led-pendant-light-by-lee-broom-LEEP151603.html

Rating: UL Listed

Notes:

Product ID: LEEP151603

Prepared by:

Prepared for:

Project:

Room:

Placement:

Approval:

Created February 6th, 2019

Crescent Light Pendant

By Lee Broom

YLIGHTING

Call Us 866 428 9289

Details

- Halved spherical shape
- Field-adjustable gold suspension cable
- Designed by Lee Broom in 2015
- Finish: Brushed Brass
- Material: Opal Acrylic and metal shade
- 5 inch Round Brushed Brass canopy
- UL Listed
- Made In UK

Dimensions

Canopy: Diameter 5"

Cord: Length 78.74"

Fixture: Height 17.13", Diameter 15.75"

Maximum Hanging: Length 95.87"

Lighting

- One 40 Watt (290 Lumens) 120 Volt E26 Medium Base Incandescent Lamp(s) (Not Included)

Additional Details

Product URL:

https://www.ylighting.com/crescent-led-pendant-light-by-lee-broom-LEEP95442.html

Rating: UL Listed

Notes:

Product ID: LEEP95442

Prepared by:

Prepared for:

Project:

Room:

Placement:

Approval:

Created February 6th, 2019

LUKE
LAMP
CO.

AURA PENDANT

SPECIFICATIONS

LAMPING

- 30 WATT INTEGRAL LED
- 8.5 LINEAR FT @ 200 LUMENS PER FT
- 2700K / 95+ CRI
- DIMMABLE / 120V
- WOVEN NYLON DIFFUSER
- 50,000 HOUR LIFESPAN

DRIVERS

- MAGNITUDE TRIAC PHASE DIMMABLE (0-10V DRIVER UPON REQUEST)
- REMOTELY MOUNTED

MEASUREMENTS

- 18" W X 8" D X 30" H
- 36"+ TOTAL DROP TO ORDER
- 5" ø X 1" H CEILING CANOPY
- 3/8" ø BLACK PENDANT CORD
- 1" ø X 6" W HORIZONTAL TUBE
- 1" ø FLEXIBLE LAMPING

FINISHES

- SATIN BRASS, ANTIQUE BRASS, BLACKENED BRASS, POLISHED NICKEL, SATIN NICKEL, SATIN COPPER, MATTE WHITE

CONTACT

- INFO@LUKELAMPCO.COM
- (914) 447-6147

PRODUCT CODES SKU

(EXAMPLE: AURAPENDANT-SATINBRASS-DROP36")

AURAPENDANT	-	SATINBRASS	-	DROP36"
FIXTURE NAME		**FINISH**		**DROP**

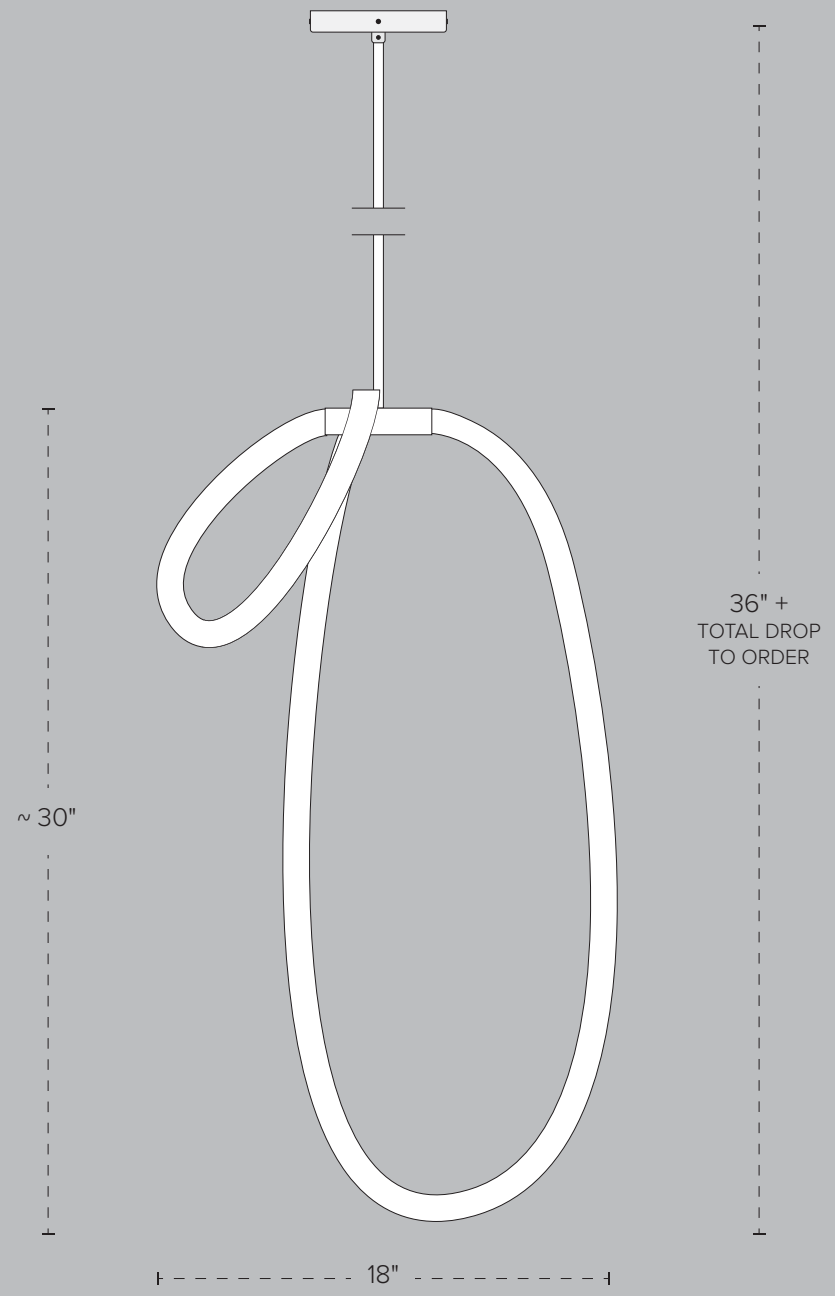
CUSTOMIZATION AVAILABLE UPON REQUEST

Patent No. D 828,587

LUKE
LAMP
CO.

AURA PENDANT

ELEVATION VIEW



NOTE: FIXTURE DEPTH IS APPROX. 8"

Vibe dweLED 37in Picture Light

By dweLED

$334.00 - $501.00

FREE SHIPPING on orders $75 or more.

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*Subject to credit approval. Minimum monthly payments required.

JUNO

Project:

Fixture Type:

Location:

Contact/Phone:

TRAC-MASTER®

Avant Garde

T381L, T382L, T383L, T385L & T387L DIMMER COMPATIBILITY

DIMMING COMPATIBILITY

Approved Acuity Dimming Systems:

Electronic Low Voltage - Reverse Phase Dimming

• **T381L, T382L, T385L & T387L** are dimmable using Acuity nLight wired dimming controls, including Fresco controllers, when combined with an nLight nSP5 PCD ELV 120 Secondary Relay and Dimming Pack (required) at the trac input • Dimming range as shown below* with a minimum load of one fixture and maximum load of 475W @ 120VAC.

Typical ELV Dimming Ranges*:
T381L: 100% - 0.1%
T382L: 100% - 0.1%
T385L: 100% - 2%
T387L: 100% - 1%

Magnetic Low Voltage - Forward Phase Dimming

• **T383L** is dimmable using Acuity nLight wired dimming controls, including Fresco controllers, when combined with an nLight nSP5 PCD MLV 120 Secondary Relay and Dimming Pack (required) at the trac input • Dimming range of 100% down to 3% typical* with a minimum load of one fixture and maximum load of 475W @ 120VAC.

*Typical dimming range based on laboratory evaluation – actual installation conditions and results may vary. Consult factory if dimming T383L with other T38x Series fixtures on the same circuit (MLV dimming may be the best option for mixed dimming applications).

Approved Non-Acuity Dimming Methods:

Incandescent and Magnetic Low Voltage - Forward Phase Dimming

• Dimmable with the use of most forward phase dimmers • Dimming range of 100% down to 5% or lower with a minimum load of one fixture and a maximum load of 50% of the dimmer rated load (see example); both dimming range and maximum rated load may vary depending on dimmer model.

Example: Fixture Rating = 10W
Dimmer Rating = 600W
Equivalent Incandescent Load (EIL) Factor = 50% (0.5)
(600/10) X 0.5 = 30 Fixtures per Dimmer

Juno Qualified Dimmers include:

Lutron® Model Numbers:
• Glyder® GLV-600
• Diva® DV-600P
• Skylark® SLV-600P

Leviton® Model Numbers:
• Sureslide 6633
• Sureslide 6613-PLW

Electronic Low Voltage - Reverse Phase Dimming

• Dimmable with the use of most electronic low voltage dimmers • Electronic low voltage dimmers require a neutral wire in the wall box • Dimming range of 100% down to 5% or lower with a minimum load of one fixture and a maximum load of 75% of the dimmer rated load (see example); both dimming range and maximum rated load may vary depending on dimmer model.

Example: Fixture Rating = 10W
Dimmer Rating = 600W
Equivalent Incandescent Load (EIL) Factor = 75% (0.75)
(600/10) X 0.75 = 45 Fixtures per Dimmer

Juno Qualified Dimmers include:

Lutron® Model Numbers:
• Diva® DVELV-600P
• Maestro® MAELV-600
• RadioRA2 RRD-6NA
• Homeworks LP-RPM-4A
• Grafik Eye PA Power Module PHPM-PA-120

Leviton® Model Numbers:
• Vizia VPE06-1LX

Consult technical services for additional information regarding other dimmer model qualification.

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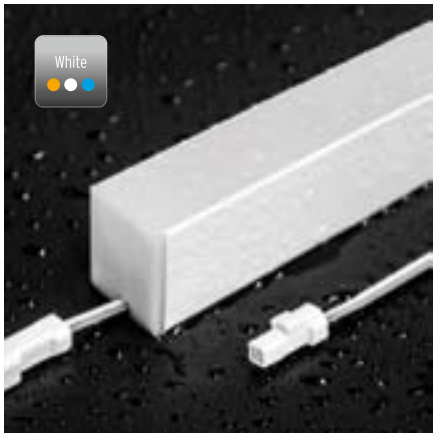
ADONIS HYDRA White IP67



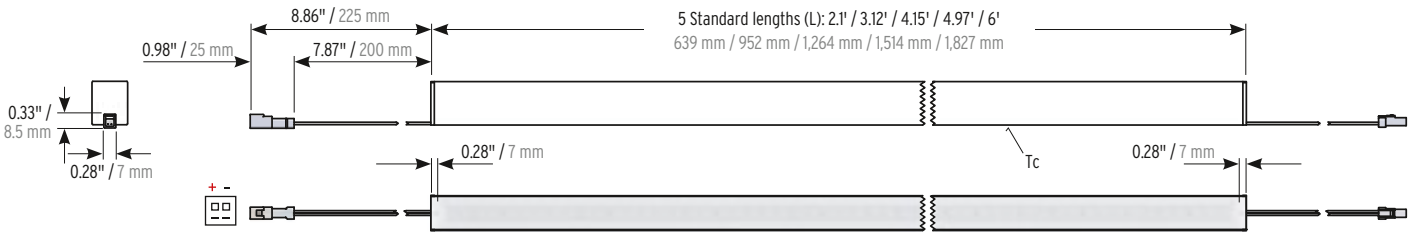
24 V, IP67 protected and IK10 certified, linear LED luminaire with small form factor and opal encapsulation with a homogeneous light emission. "One Bin Only" within 3 MacAdam guarantees constant color temperature and high light quality with a lifetime of > 60,000 hrs (L80/B10). It is IP67 protected against water, salt water, solvents and UV radiation by an opal polyurethane encapsulation. Furthermore, it is IK10 certified and therefore particularly robust against environmental impacts. It is available in 5 standard lengths and is supplied ready to plug in with a IP67 mini-connector. Engineered in Germany.

Project name

Fixture type | Phase

Specifier | Date

Dimensions & available lengths



Opal encapsulated LED light line
Finish: White powder coated

Tc-point (Case temp.) on the rear side of the module

Electrical & output data

Voltage	24 Volt (23 V_{min}, 25 V_{max})
Temperature[2]	Tc_{min} = -13°F / -25°C, Tc_{max} (Table below)
Storage temperature	Ts_{min} = -22°F / -30°C, Ts_{max} = 185°F / 85°C
Ambient temperature	Ta_{min} = -13°F / -25°C, Ta_{max} = 104°F / 40°C
CRI	up to 95
R9	up to 65

ADONIS HYDRA	HD6	HD10	HD15	HD25
Power (W/ft / W/m)[1]	1.8 / 6	3.1 / 10	4.6 / 15	7.6 / 25
Efficacy (lm / W)[1] @ W850	62	62	67	65
max. serial run length (ft / m)	16.4 / 5	16.4 / 5	13.1 / 4	9.8 / 3
Temperature Tc-point (Tc_{max})[2]	158°F / 70°C	158°F / 70°C	158°F / 70°C	167°F / 75°C

Color temperature LED tape used[3]			Color temperature delivered finished fixture		HD6 low output	HD10	HD15	HD25 high output
					lumen/feet (lm/ft)[1] lumen/meter (lm/m)[1]			
W820		2000 K	2400 K		66 / 220	109 / 360	176 / 580	286 / 940
W822		2200 K	2700 K		75 / 250	124 / 410	200 / 660	325 / 1070
W825		2500 K	3000 K		84 / 280	142 / 470	228 / 750	374 / 1230
W827	W927	2700 K	3500 K	3400 K	75 / 250	127 / 420	243 / 800	395 / 1300
W830	W930	3000 K	3900 K	3800 K	78 / 260	130 / 430	258 / 850	420 / 1380
W835	W935	3500 K	4600 K	4400 K	78 / 260	133 / 440	270 / 890	441 / 1450
W840	W940	4000 K	5500 K	5600 K	81 / 270	136 / 450	276 / 910	450 / 1480
W850		5000 K	7200 K		112 / 370	188 / 620	304 / 1000	493 / 1620

[1] The given data are typical values. Due to tolerances of the production process and the electrical components, values for light output and electrical power can vary up to 10%.

[2] The Tc-point should be measured in thermal equilibrium according to IEC EN 60598-1.

[3] In case of IP67 products, tolerances in the color temperature can occur. For further explantation, please see specification catalogue 2016/2017.

ONE BIN ONLY

L80/B10 > 60.000 h — Lifetime

LM 79 — LM 79 compliant

LM 80 — LM 80 compliant

UV protected

Resistant to solvents

Saltwater resistant

Temporary immersion protection

IK10 — Impact resistant (suitable for walk over)

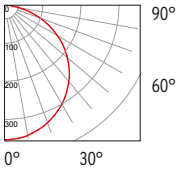
Intertek

Order code

Please click here to configure your fixture online

ADONIS HYDRA White IP67

Your order code	ADONIS HYDRA	HD _ _	W _	_ _	_ _ _ _	IP67
Order code example	ADONIS HYDRA	HD10	W9	27	1514	IP67



DIN 5040:A40
cd/1.000 lumen
C0/C180
C90/C270

LED tape
HYDRA HD6 ..... HD6
HYDRA HD10 ..... HD10
HYDRA HD15 ..... HD15
HYDRA HD25 ..... HD25

Color rendering
> 80 8
> 90 (only HD6, HD10) 9

Color temperature delivered finished fixture	Color temperature LED tape used	
2400 K	2000 K	20
2700 K	2200 K	22
3000 K	2500 K	25
3500 K 3400 K	2700 K	27
3900 K 3800 K	3000 K	30
4600 K 4400 K	3500 K	35
5500 K 5600 K	4000 K	40
7200 K	5000 K	50

Length
2.1' (639 mm) (2 clips recommended) 0639
3.12' (952 mm) (2 clips recommended) 0952
4.15' (1,264 mm) (3 clips recommended) 1264
4.97' (1,514 mm) (3 clips recommended) 1514
6' (1,827 mm) (4 clips recommended) 1827

Ingress protection
IP67 ..... IP67

Please choose your accessories

Mounting	Art.-#
☐ Mounting clip for VarioContour 010 (required every 1.31' / 40 cm)	13000104
☐ Contour 010 Adjustable Wall Mount Set	13000165
☐ Mounting Lock[4] (for vertical mounting)	13000192

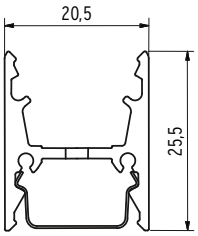
Extensions / Jumpers (optional)	Art.-#
☐ VarioCon Female Mini 2 x 0.0005 sqin / 0.34 mm² 6.56' / 2 m IP67	15000142
☐ VarioCon Extension Mini 2 x 0.0005 sqin / 0.34 mm² 0.33' / 0.1 m IP67	15000143
☐ VarioCon Female Mini Protection Cap Mono IP67[5]	15000218

Recommended driver

☐ MEAN WELL HLG-100H-24A

Recommended control

☐ EldoLED LINEARdrive DC 180D



Easy and clean installation due to internal mounting clips. ADONIS / KALYPSO H-channel also acts as cable raceway. Therefore you do not see any clips or cables from the outside.

[4] The mounting lock is used to fix the sliding mounting clips, thus allowing a vertical wall mounting.
[5] Required for IP67 connector sealing at end of runs.

For further driver options including LUTRON click here.

PERNOI

310 E. MAPLE ROAD
BIRMINGHAM, MI 48009

PROGRESS DRAWINGS

BOX DESIGN INC.
2019

WWW.BOXDESIGNFURNITURE.COM
313.285.8437

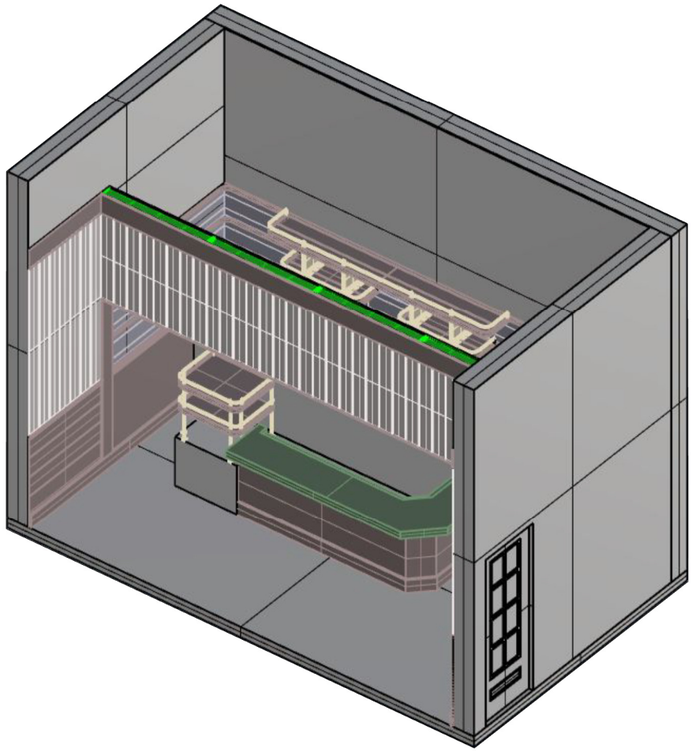
BOX Design Inc.
21235 John R Rd.
Hazel Park, MI 48030
313.285.8437
boxfurniture@gmail.com

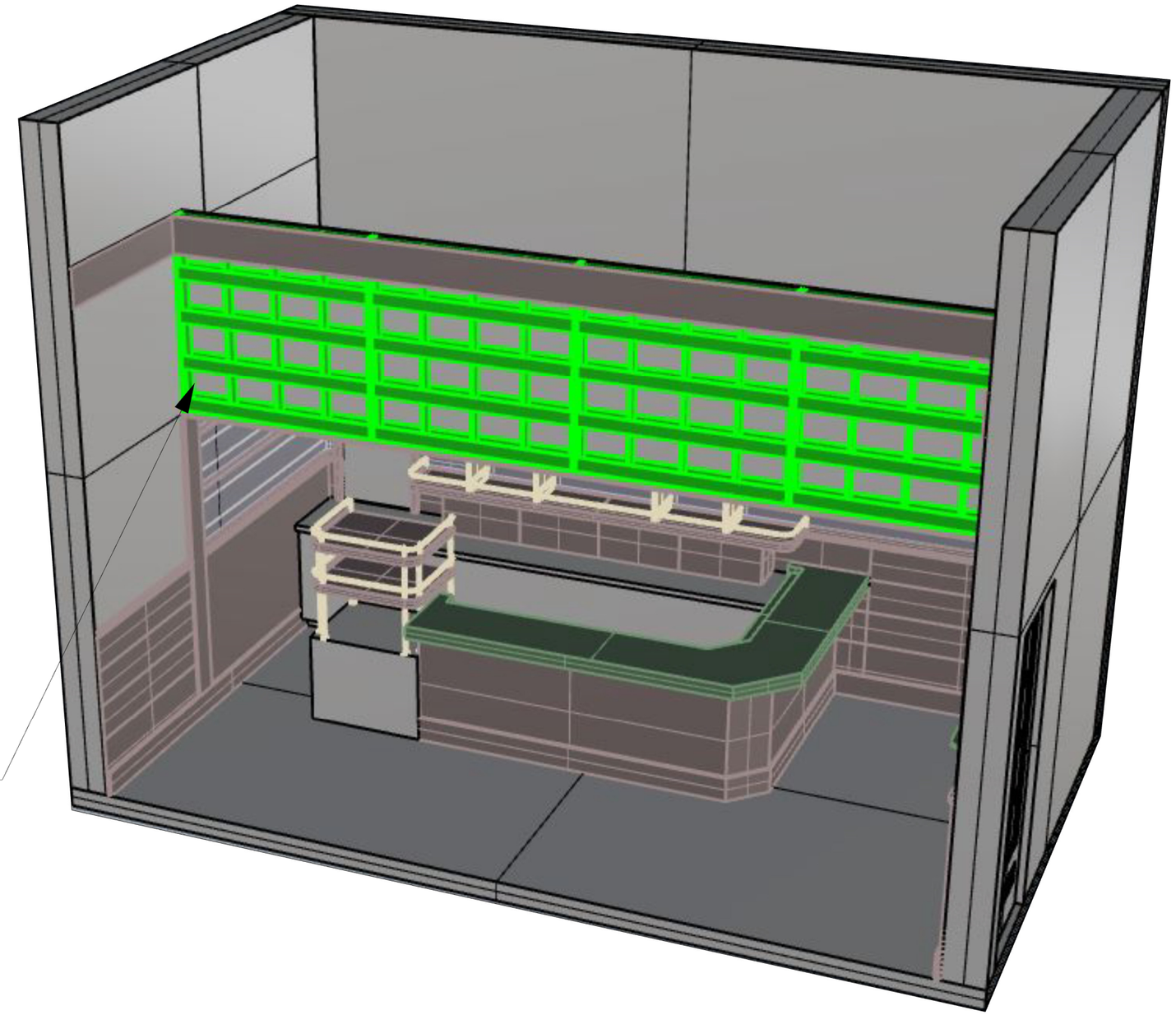
Project/Site:
Pernoi
310 E. Maple Road
Birmingham, MI 48009

Client:
Luciano DelSignore
em: luciano@baccoristorante.com

General Contractor:
TriPhase Construction
Mauro Bianchini
ph: 248.723.9706
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

BOX DESIGN - PROGRESS DRAWINGS 5.9.19





NEW HEADER HIGHLIGHTED
CONSTRUCTED USING
17.8 MM PRIMECORE

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21235 John R Rd.
Hazel Park, MI 48030
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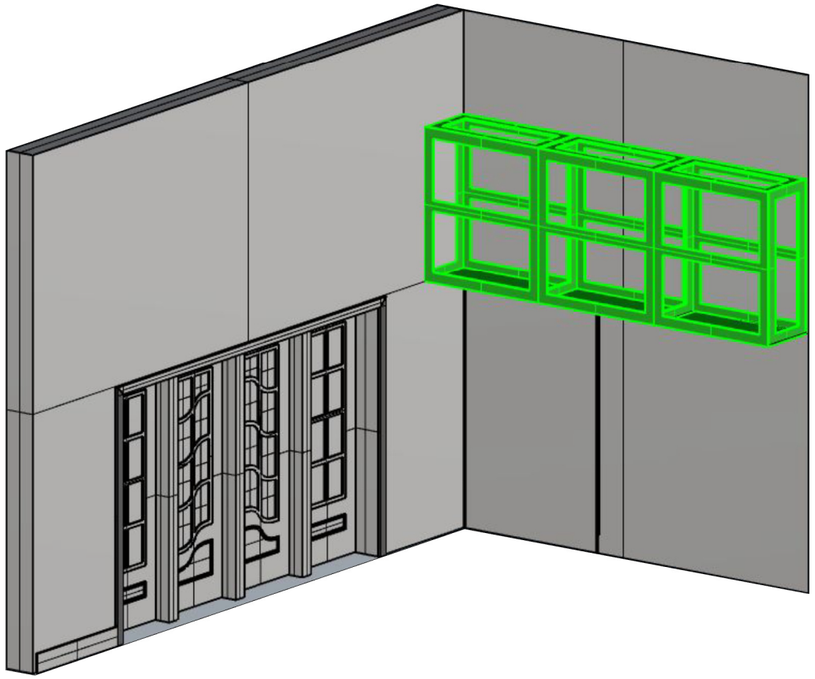
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

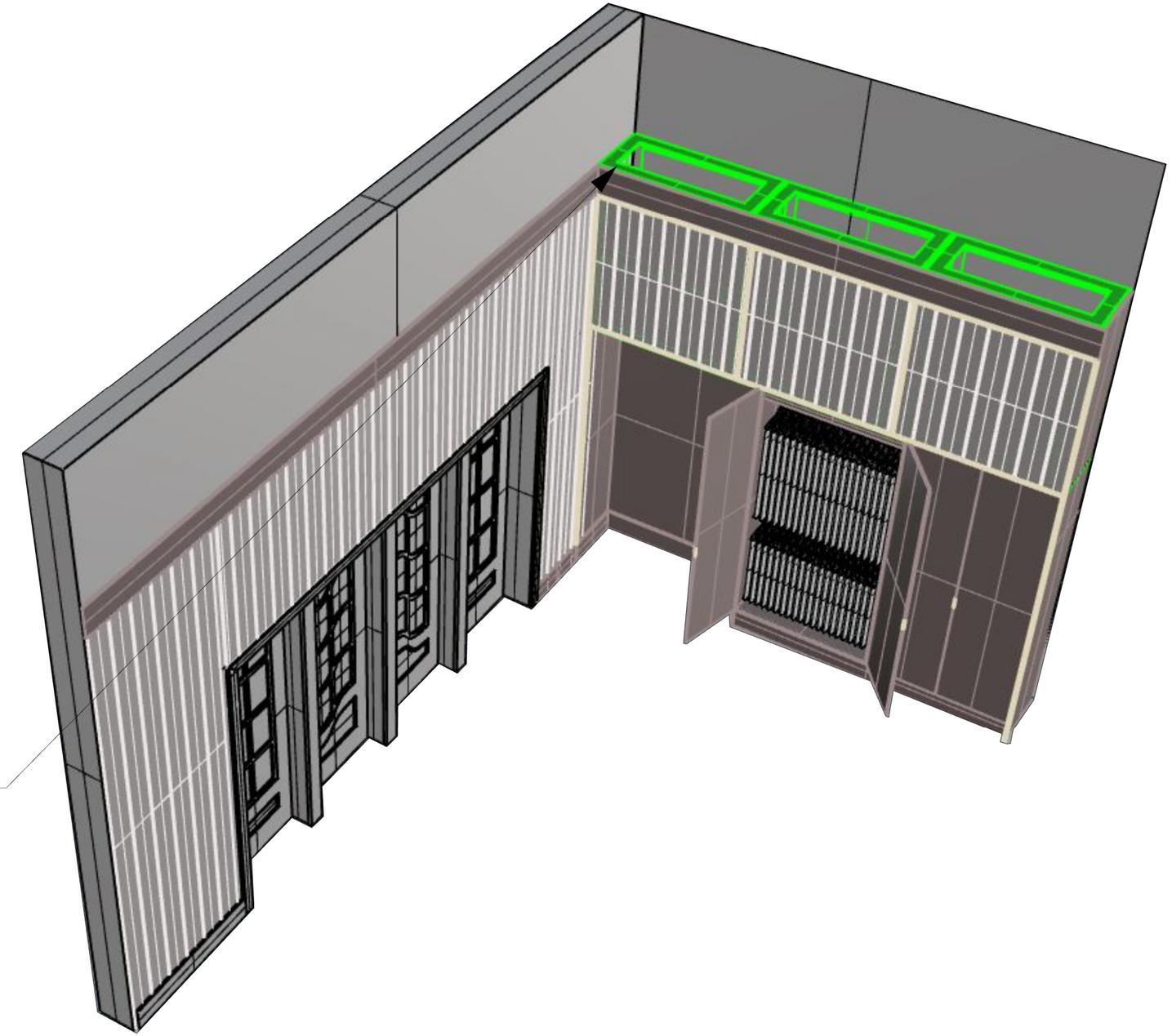
BAR - NEW HEADER CONSTRUCTION

PERNOI
SPRING 2019

Print Size: 11x17

Drawn by: KELLY





NEW HEADER HIGHLIGHTED
CONSTRUCTED USING
17.8 MM PRIMECORE

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ph: 248.723.9706
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

CLOSET - NEW SOFFIT CONSTRUCTION

PERNOI

SPRING 2019

Print Size: 11x17

Drawn by: KELLY

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359 S. Old Woodward Avenue
Birmingham, Michigan 48009

BAR DESIGN

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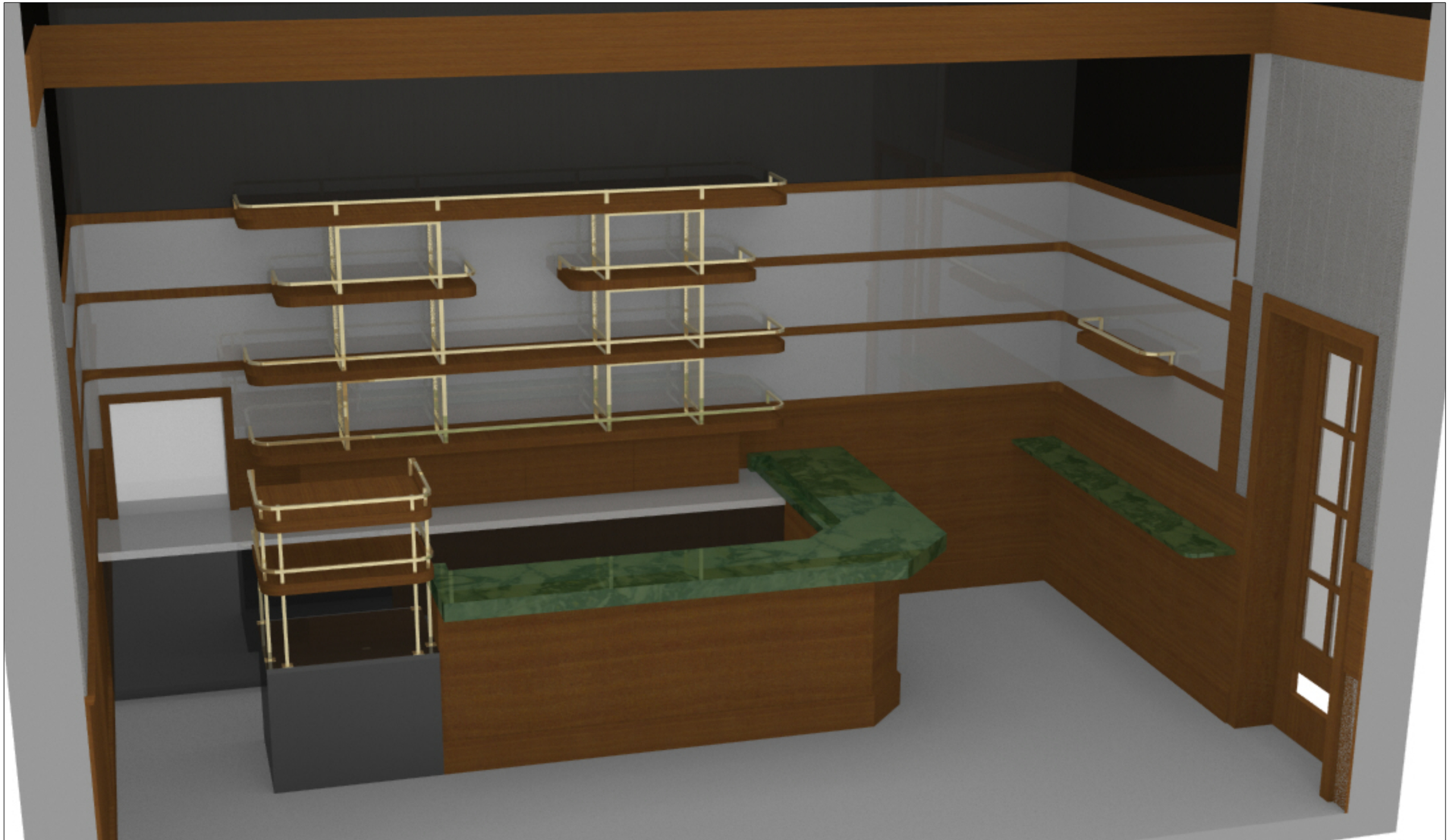
SPRING 2019

Print Size: 11x17

Drawn by: KELLY



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BAR DESIGN

PERNOI

SPRING 2019

Print Size: 11x17

Drawn by: KELLY

PLATES CONNECT
TO SCREENS.
PLATES ARE INSTALLED
TO EXISTING PLYWOOD

FURRING STRIPS TO RUN
IN BETWEEN CONNECTING
PLATES TO ALLOW FOR
MIRROR INSTALLATION

BOX Design Inc.
21235 John R Rd.
Hazel Park, MI 48030
313.285.8437
boxfurniture@gmail.com

Project/Site:
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ph: 248.723.9706
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

BAR DESIGN - SHELVES
PERNOI
SPRING 2019

Print Size: 11x17
Drawn by: KELLY

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21235 John R Rd.
Hazel Park, MI 48030
313.285.8437
boxfurniture@gmail.com

Project/Site:
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310 E. Maple Road
Birmingham, MI 48009

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General Contractor:
TriPhase Construction
Mauro Bianchini
ph: 248.723.9706
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

BAR DESIGN - FURRING STRIPS

PERNOI

SPRING 2019

Print Size: 11x17

Drawn by: KELLY

Raymond De Steiger, Inc.
12500 Hall Rd.
Sterling Hgts, MI 48313-1110
(586) 739-9700 Fax(586)739-1130

PERNOI

27311 Gratiot, Roseville, MI 48066-2999 (586)771-2211 Fax (586) 771-3034
1241 E. 14 Mile, Troy, MI 48083-4650 (248)585-1400 Fax (248)-585-0467
25673 Meadowbrook, Novi, MI 48375-1848 (248)449-4500 Fax (248)449-4505

Table of Contents

Section

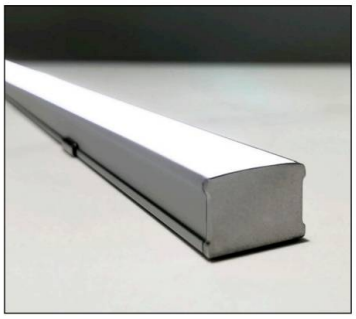
Manufacturer Catalog #	Doc Name Type	Doc #
LIGHTING		
LUMINII KMW-144-30K-LO-F-AH-SA-E-1X2 / IP67-48/ LVSP-WET/ LVSP-WET-CM/ PSV-96-24-U2DIM-IP65	KENDO M WET TYPE L3	1
LUMINII KMW-60-30K-LO-F-AH-SA-E-1X2	KENDO M WET TYPE L3	2
HALO L80815NF9030MB	LED TRACK HEAD TYPE L8	3
HALO L652MB/ L901MB/ L908MB	SINGLE CIRCUIT TRACK SYSTEM TYPE L8	4

SINCE 1939 RAY RAY ELECTRIC 75 YEARS

PERNOI
LUMINII
KENDO M WET
KMW-144-30K-LO-F-AH-SA-E-1X2/ IP67-48/ LVSP-WET/ LVSP-WET-CM/
PSV-96-24-U2DIM-IP65
TYPE L3
1

Kendo M Wet | Linear Illumination System

luminii



Features

- 24VDC Class 2 for wet locations fixtures made to order up to 144". Fixtures can be linked up to 35' depending on output
- Dot free even illumination achievable with frosted lens
- Vibrant colors with R9 values up to 98
- Single micro binned LEDs +/- 30 CCT
- Dims with minimal color shift
- Class 2 listed for wet locations
- 3 Year warranty

Finish options

IP67

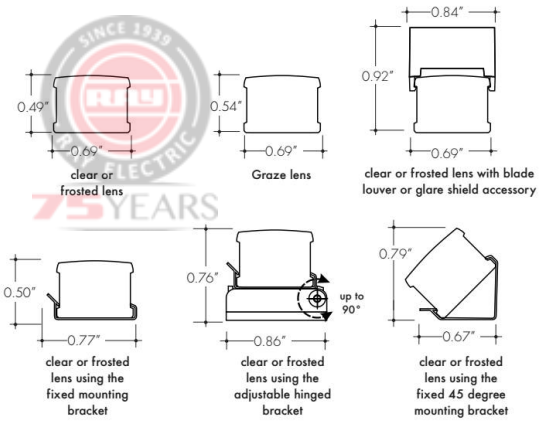
Made in USA

LISTED

dimmable

- Silver anodized
- Black powder coated
- Bronze powder coated
- White powder coated

Profile dimensions



Technical information

OUTPUT OPTIONS

Output	Lumens at 4000K (with clear lens)	Average power consumption at 4'	Lumens / Watt (with clear lens)	Maximum system length In series
LO (LL18)	74	1.6 W/ft	46 lm/W	80'
SO (LL36)	149	3.2 W/ft	47 lm/W	35'
HO (LL54)	209	5.2 W/ft	40 lm/W	26'
VHO (LL72)	291	6.5 W/ft	45 lm/W	18'

CCT INFO/LUMEN MULTIPLIER **TM-30-15**

Color temperature	Multiplier (reference - 4000K)	CRI	R_f	R_g
2700K	0.73	97	95	101
3000K	0.81	91	89	98
3500K	0.86	94	90	102
4000K	1.00	94	86	96

Ordering code

MODEL	LENGTH	CCT	OUTPUT	LENS	MOUNTING	FINISH	POWER FEED POSITION / TYPE	ACCESSORIES
KMW	12	27K	LO	C	FC	SA	E	1	BLS
KMW Kendo M Wet	12" - 144" 4" increments	27K - 2700 K 30K - 3000 K 35K - 3500 K 40K - 4000 K	LO - Low SO - Standard HO - High VHO - Very High	C - Clear F - Frosted G - Graze	FC - Fixed clip AH - Adjustable hinge mounting FC45 - Fixed clip 45 degree	SA - Silver BK - Black BZ - Bronze WH - White (BK,BZ,WH finishes will have an upcharge and require longer lead times)	E - End B - Bottom S - Side	1 - 72" wire leads 1X2 - 72" wire leads at both ends 2 - 72" wire leads at one end and quick connect at other 3 - Single quick connect 4 - Dual quick connect	- N/A, leave blank BLS - Blade louver, Silver BLBK - Blade louver, Black BLWH - Blade louver, White GSS - Glare shield, Silver GSBK - Glare shield, Black GSWH - Glare shield, White

*144"

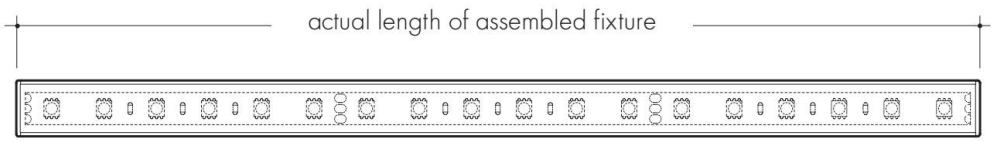
Kendo M Wet | Linear Illumination System

luminii

Power consumption per fixture length

Based on operation with PSD series of power supplies.

	LO			SO			HO			VHO		
Nominal Length	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage
12″	13-2/16"	1.65	1.65	13-2/16"	3.25	3.25	13 "	5.35	5.30	13 "	6.75	6.75
16″	16-14/16"	1.65	2.00	16-14/16"	3.25	4.00	16-15/16"	5.33	7.06	16-11/16"	6.75	9.00
20″	20-14/16"	1.65	2.80	20-14/16"	3.25	5.25	20-15/16"	5.31	8.82	20-10/16"	6.75	11.25
24″	24-13/16"	1.65	3.00	24-13/16"	3.25	6.50	24-13/16"	5.30	10.60	24-11/16"	6.75	13.50
28″	28-12/16"	1.65	3.90	28-12/16"	3.25	7.75	28-12/16"	5.28	12.33	28-12/16"	6.75	16.75
32″	32-11/16"	1.65	4.00	32-11/16"	3.25	8.50	32-11/16"	526	14.06	32-11/16"	6.75	19.00
36″	36-10/16"	1.65	5.00	36-10/16"	3.25	9.75	36-10/16"	5.25	15.80	36-10/16"	6.65	19.95
40″	40-9/16"	1.64	5.50	40-9/16"	3.25	10.25	40-9/16"	5.23	17.40	40-9/16"	6.65	22.20
44″	44-7/16"	1.64	6.00	44-7/16"	3.20	11.75	44-8/16"	5.21	19.00	44-9/16"	6.65	24.40
48″	48-7/16"	1.63	6.60	48-7/16"	3.20	12.80	48-7/16"	5.20	20.60	48-7/16"	6.55	26.20
52″	52-6/16"	1.63	7.10	52-6/16"	3.20	13.30	52-6/16"	5.18	22.40	52-7/16"	6.55	28.50
56″	56-5/16"	1.63	7.70	56-5/16"	3.20	14.80	56-5/16"	5.16	24.20	56-5/16"	6.55	30.50
60″	60-4/16"	1.63	8.20	60-4/16"	3.20	16.00	60-4/16"	5.15	26.00	60-4/16"	6.45	32.25
64″	64-3/16"	1.63	8.80	64-3/16"	3.20	17.00	64-3/16"	5.13	27.60	64-3/16"	6.45	34.40
68″	68-2/16"	1.62	9.30	68-2/16"	3.15	18.00	68-2/16"	5.11	29.20	69-3/16"	6.45	36.55
72″	72-1/16"	1.62	9.80	72-1/16"	3.15	18.90	72-1/16"	5.10	30.80	72-11/16"	6.40	38.40
76″	76 "	1.62	10.40	76 "	3.15	19.00	76 "	5.08	32.40	76-12/16"	6.40	40.50
80″	79-15/16"	1.62	10.90	79-15/16"	3.15	21.50	79-15/16"	5.06	34.00	80-11/16"	6.40	43.00
84″	83-14/16"	1.62	11.50	83-14/16"	3.15	22.05	83-15/16"	5.05	35.70	84-11/16"	6.25	43.75
88″	87-13/16"	1.62	12.00	87-13/16"	3.15	23.00	87-12/16"	5.03	37.10	88-13/16"	6.25	46.00
92″	91-12/16"	1.62	12.50	91-12/16"	3.10	24.00	91-12/16"	5.01	38.50	92-12/16"	6.25	48.00
96″	95-12/16"	1.62	13.1	95-12/16"	3.10	24.80	97 "	5.00	40.00	96-11/16"	6.15	49.20
100″	99-10/16"	1.61	13.5	99-10/16"	3.10	26.30	100-15/16"	4.98	41.60	100-10/16"	6.15	51.25
104″	103-8/16"	1.61	14.00	103-8/16"	3.05	27.10	104-11/16"	4.96	43.20	104-10/16"	6.15	53.00
108″	107-7/16"	1.60	14.50	107-7/16"	3.05	28.00	108-13/16"	4.95	44.80	108-7/16"	6.00	54.00
112″	111-7/16"	1.60	15.00	111-7/16"	3.05	28.50	112-12/16"	4.93	46.20	112-7/16"	6.00	56.00
116″	115-6/16"	1.60	15.50	115-6/16"	3.05	30.00	116-11/16"	4.91	47.60	116-7/16"	6.00	58.00
120″	119-5/16"	1.59	16.50	119-5/16"	3.00	30.50	120-11/16"	4.90	48.90	120-4/16"	5.90	59.00
124″	123-4/16"	1.59	17.00	123-4/16"	3.00	31.50	124-9/16″	4.88	50.40	124-3/16″	5.90	60.60
128″	127-3/16"	1.59	17.50	127-3/16"	3.00	32.50	128-9/16″	4.86	51.90	128-7/16"	5.90	62.20
132″	132-2/16"	1.59	18.10	132-2/16"	2.95	33.50	132-7/16"	4.85	53.30	133-1/16"	5.80	63.80
136″	136-1/16"	1.59	18.60	136-1/16"	2.95	34.30	136-7/16″	4.83	54.70	138"	5.80	65.30
140″	140"	1.59	19.10	140"	2.95	35.20	140-6/16″	4.81	56.10	141-15/16"	5.80	66.80
144″	143-15/16"	1.58	19.64	143-15/16"	2.90	36.00	144-3/16″	4.80	57.40	143-15/16"	5.70	68.40



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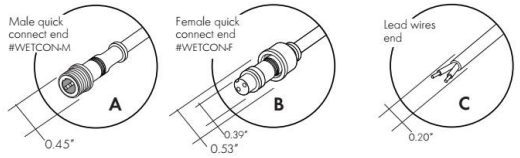
LUMINII
KENDO M WET
KMW-144-30K-LO-F-AH-SA-E-1X2/ IP67-48/ LVSP-WET/ LVSP-WET-CM/
PSV-96-24-U2DIM-IP65
TYPE L3
1

Kendo M Wet | Linear Illumination System

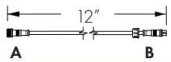
luminii

Connectors

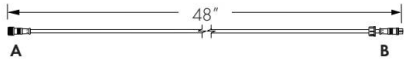


Linking and Extension Cable

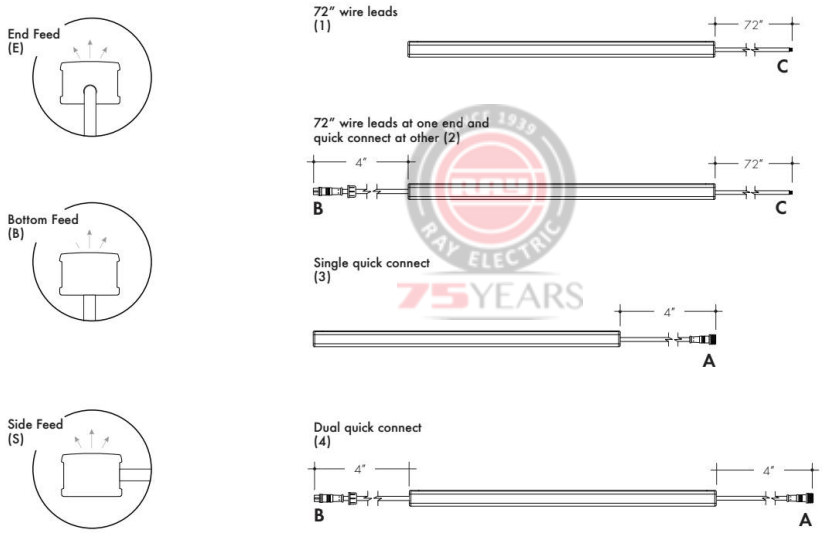
Male/female Joiner 12" - Part # IP67-12



Male/female Joiner 48" - Part # IP67-48

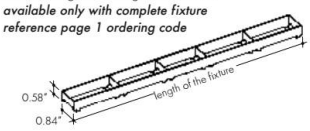


Powerfeed options with fixed bracket

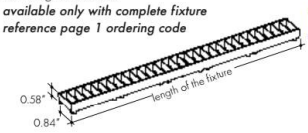


Accessory options

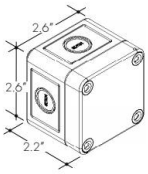
Glare Shield:
redirect the light to avoid glare from fixture
available only with complete fixture
reference page 1 ordering code



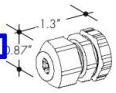
Blade Louver:
control light distribution
available only with complete fixture
reference page 1 ordering code



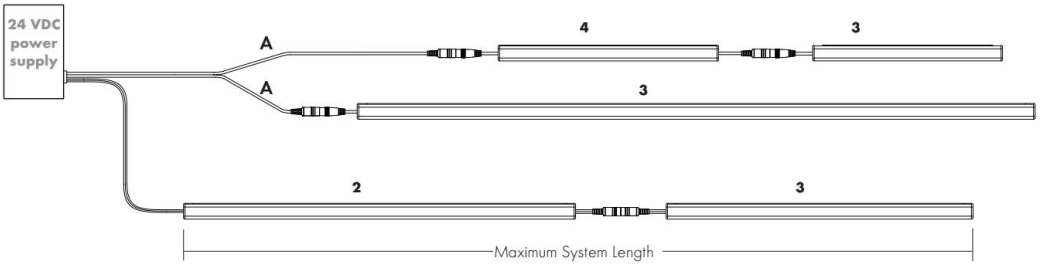
Splice Box:
Wet rated, low voltage
splice box, gray
Part # LVSP-WET



Connector:
Low voltage splice box
wet cable management
gray
Part # LVSP-WET-CM



Sample layout of powerfeed connections



Kendo M Wet | Linear Illumination System

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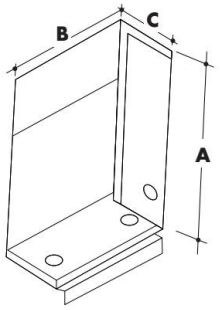
Power supply

See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

Magnetic Low Voltage Dimming Power Supplies:

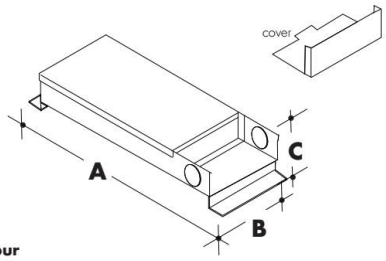
MODEL	POWER	OUTPUT	INPUT
PSD	48	24	
PSD - PSD Series **dims down to 0%**	48 - 48 W 96 - 96 W 288 - 288 W (3x 96W)	24 - 24 VDC	Blank - 120 V 240 - 240 V 277 - 277 V



MODELS	PSD 48	PSD 96	PSD 288
A Length	11.25"	11.25"	13.06"
B Width	3.42"	3.42"	8.42"
C Depth	3.42"	3.27"	4.47"

Electronic Low Voltage Dimming Power Supplies:

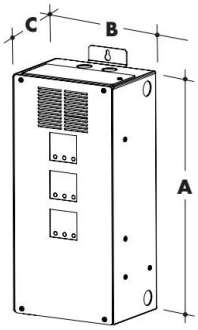
MODEL	CIRCUIT x POWER	OUTPUT	INPUT
CVE	48D	24	
CVE - CVE Series **dims down to 0.1%**	48D - 48W 48X2D - 2 x 48W 48X3D - 3 x 48W 48X4D - 4 x 48W 96D - 96W 96X2D - 2 x 96W 96X3D - 3 x 96W 96X4D - 4 x 96W	24 - 24 VDC	Blank - 120 V 277 - 240/277 V



MODELS	Single circuit	Dual circuit	Three circuit	Four circuit
A Length	13.9"	13.8"	13.8"	13.8"
B Width	2.3"	4.0"	5.9"	7.75"
C Depth	1.3"	1.9"	1.9"	1.9"

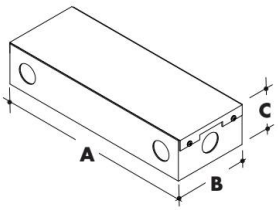
0-10V Dimming Power Supplies:

MODEL	POWER	OUTPUT	DIMMING
PS010V	3X96	24	LIN
PS010V - 0-10V Power Supply **dims down to 0%**	96 - 96 WATT 3X96 - 3 X 96 WATT	24 - 24 VDC	LIN - Linear LOG - Logarithmic



MODELS	96 W	3X96
A Length	14.40"	15.75"
B Width	5.20"	6.60"
C Depth	2.60"	4.80"

MODEL	POWER	OUTPUT	DIMMING	LOCATION
PSV	40	24V	U2DIM	D
PSV - PSV Series **dims down to 5%**	40 - 40 W 60 - 60 W 96 - 96 W	24 - 24 VDC	U2DIM - Dimming 0-10V	D - Dry Location IP65 - Wet Location



MODELS	PSV Dry	PSV Wet
A Length	9.2"	9.5"
B Width	3.4"	4.12"
C Depth	1.9"	2.3"

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Power supply

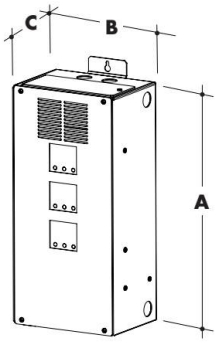
See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

DMX Dimming Power Supplies:

MODEL		POWER		OUTPUT
PSDMX	-	96	-	24
PSDMX - DMX Power Supply		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC

- Features eldoLED's LINEARdrive configurable dimmable drivers

MODELS	3X96 W
A Length	15.75"
B Width	6.60"
C Depth	4.80"

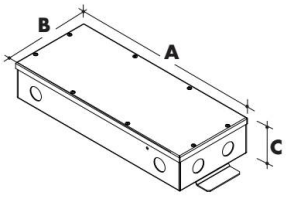


DALI Dimming Power Supplies:

MODEL		POWER		OUTPUT
PSDALI	-	96	-	24
PSDALI - DALI Power Supply **dims down to 0%**		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC

- Features eldoLED's LINEARdrive configurable dimmable drivers

MODELS	96 W
A Length	14.40"
B Width	5.20"
C Depth	2.60"



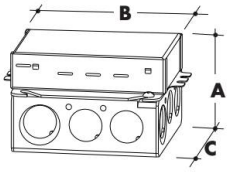
LUTRON®

Luminii is a Lutron OEM Advantage Partner

MODEL
LTEA4U1UKL-CV240
Lutron -Hi-lume™ 1% 2-wire LED driver (120V forward phase only)

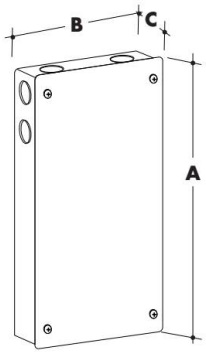
MODEL
L3DA4U1UKL-CV240
Hi-lume™ 1% EcoSystem Voltage LED Driver

MODELS	LTEA	L3DA
A Length	4.89"	4.89"
B Width	2.66"	2.66"
C Depth	4.00"	4.00"



MODEL
L3D0-96W24V-U
Hi-lume™ 0.1% EcoSystem Voltage LED Driver with Soft-On, Fade-to-Black™

MODELS	L3DO
A Length	10.50"
B Width	5.50"
C Depth	2.00"



PERNOI
LUMINII
KENDO M WET
KMW-144-30K-LO-F-AH-SA-E-1X2/ IP67-48/ LVSP-WET/ LVSP-WET-CM/
PSV-96-24-U2DIM-IP65
TYPE L3
1

Kendo M Wet | Linear Illumination System

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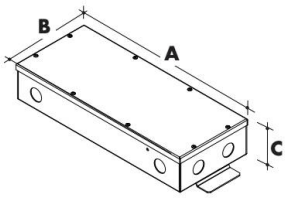
Enlighted Enabled Dimming Power Supplies:

MODEL		POWER		OUTPUT		DIMMING		Location
PSV	-	96	-	24	-	ENL	-	D
PSV- LED Power Supply		96 - 96 WATT		24 - 24 VDC		ENL - Enlighted Dimming		D - Damp

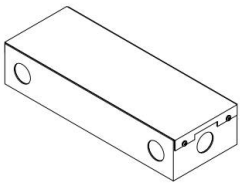
MODELS	96 W
A Length	14.40"
B Width	5.20"
C Depth	2.60"



Non-Dimming Power Supplies:

MODEL		POWER		OUTPUT		DIMMING		LOCATION
PSV	-	40	-	24V	-	U2ND	-	D
PSV - PSV Series		40 - 40 W 60 - 60 W 96 - 96 W		24 - 24 VDC *U2DIM=DIMMING 0-10V		U2ND - Non Dimming		D - Dry Location IP65 - Wet Location

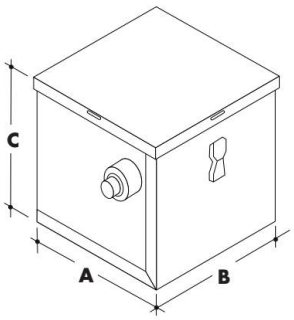
MODELS	PSV Dry	PSV Wet
A Length	9.2"	9.5"
B Width	3.4"	4.12"
C Depth	1.9"	2.3"



In ground, Electronic Low Voltage Dimming Power Supplies:

MODEL		CIRCUIT x POWER		OUTPUT		INPUT
IG-CVE	-	96X2	-	24	-	
IG-CVE - In ground CVE Series **dims down to 0.1%**		96X2 - 2 x 96W		24 - 24 VDC		Blank - 120 V 277 - 240/277 V

MODELS	Dual circuit
A Length	8.0"
B Width	8.0"
C Depth	8.0"



PERNOI
LUMINII
KENDO M WET
KMW-60-30K-LO-F-AH-SA-E-1X2
TYPE L3
2

Kendo M Wet | Linear Illumination System

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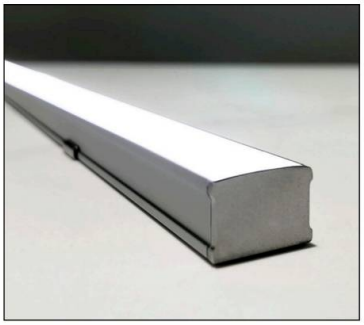


Features

- 24VDC Class 2 for wet locations fixtures made to order up to 144". Fixtures can be linked up to 35' depending on output
- Dot free even illumination achievable with frosted lens
- Vibrant colors with R9 values up to 98
- Single micro binned LEDs +/- 30 CCT
- Dims with minimal color shift
- Class 2 listed for wet locations
- 3 Year warranty

Finish options

IP67

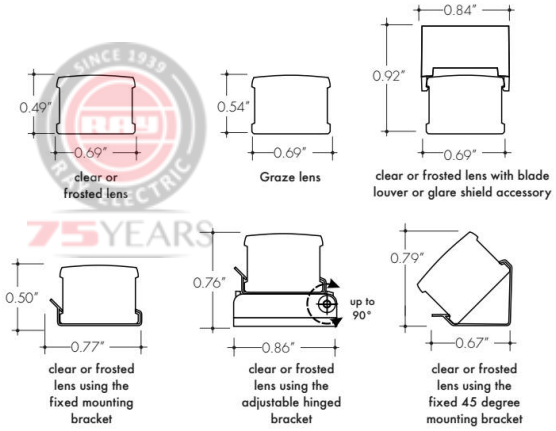
Made in USA

c UL us LISTED

dimmable

- Silver anodized
- Black powder coated
- Bronze powder coated
- White powder coated

Profile dimensions



Technical information

OUTPUT OPTIONS

Output	Lumens at 4000K (with clear lens)	Average power consumption at 4'	Lumens / Watt (with clear lens)	Maximum system length In series
LO (LL18)	74	1.6 W/ft	46 lm/W	80'
SO (LL36)	149	3.2 W/ft	47 lm/W	35'
HO (LL54)	209	5.2 W/ft	40 lm/W	26'
VHO (LL72)	291	6.5 W/ft	45 lm/W	18'

CCT INFO/LUMEN MULTIPLIER **TM-30-15**

Color temperature	Multiplier (reference - 4000K)	CRI	R_f	R_g
2700K	0.73	97	95	101
3000K	0.81	91	89	98
3500K	0.86	94	90	102
4000K	1.00	94	86	96

Ordering code

MODEL	LENGTH	CCT	OUTPUT	LENS	MOUNTING	FINISH	POWER FEED POSITION / TYPE	ACCESSORIES
KMW	12	27K	LO	C	FC	SA	E	1	BLS
KMW Kendo M Wet	12" - 144" 4" increments *60"	27K - 2700 K 30K - 3000 K 35K - 3500 K 40K - 4000 K	LO - Low SO - Standard HO - High VHO - Very High	C - Clear F - Frosted G - Graze	FC - Fixed clip AH - Adjustable hinge mounting FC45 - Fixed clip 45 degree	SA - Silver BK - Black BZ - Bronze WH - White (BK,BZ,WH finishes will have an upcharge and require longer lead times)	E - End B - Bottom S - Side	1 - 72" wire leads 1X2 - 72" wire leads at both ends 2 - 72" wire leads at one end and quick connect at other 3 - Single quick connect 4 - Dual quick connect	- N/A, leave blank BLS - Blade louver, Silver BLBK - Blade louver, Black BLWH - Blade louver, White GSS - Glare shield, Silver GSBK - Glare shield, Black GSWH - Glare shield, White

PERNOI
LUMINII
KENDO M WET
KMW-60-30K-LO-F-AH-SA-E-1X2
TYPE L3
2

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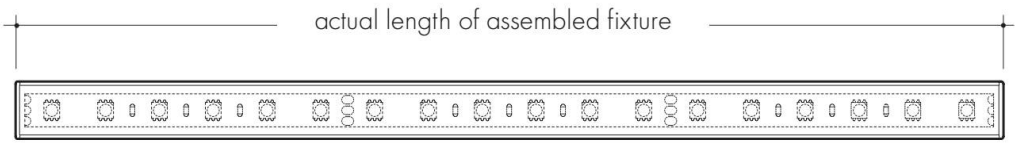
Power consumption per fixture length

Based on operation with PSD series of power supplies.

		LO			SO			HO			VHO	
Nominal Length	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage
12″	13-2/16"	1.65	1.65	13-2/16"	3.25	3.25	13 "	5.35	5.30	13 "	6.75	6.75
16″	16-14/16"	1.65	2.00	16-14/16"	3.25	4.00	16-15/16"	5.33	7.06	16-11/16"	6.75	9.00
20″	20-14/16"	1.65	2.80	20-14/16"	3.25	5.25	20-15/16"	5.31	8.82	20-10/16"	6.75	11.25
24″	24-13/16"	1.65	3.00	24-13/16"	3.25	6.50	24-13/16"	5.30	10.60	24-11/16"	6.75	13.50
28″	28-12/16"	1.65	3.90	28-12/16"	3.25	7.75	28-12/16"	5.28	12.33	28-12/16"	6.75	16.75
32″	32-11/16"	1.65	4.00	32-11/16"	3.25	8.50	32-11/16"	526	14.06	32-11/16"	6.75	19.00
36″	36-10/16"	1.65	5.00	36-10/16"	3.25	9.75	36-10/16"	5.25	15.80	36-10/16"	6.65	19.95
40″	40-9/16"	1.64	5.50	40-9/16"	3.25	10.25	40-9/16"	5.23	17.40	40-9/16"	6.65	22.20
44″	44-7/16"	1.64	6.00	44-7/16"	3.20	11.75	44-8/16"	5.21	19.00	44-9/16"	6.65	24.40
48″	48-7/16"	1.63	6.60	48-7/16"	3.20	12.80	48-7/16"	5.20	20.60	48-7/16"	6.55	26.20
52″	52-6/16"	1.63	7.10	52-6/16"	3.20	13.30	52-6/16"	5.18	22.40	52-7/16"	6.55	28.50
56″	56-5/16"	1.63	7.70	56-5/16"	3.20	14.80	56-5/16"	5.16	24.20	56-5/16"	6.55	30.50
60″	60-4/16"	1.63	8.20	60-4/16"	3.20	16.00	60-4/16"	5.15	26.00	60-4/16"	6.45	32.25
64″	64-3/16"	1.63	8.80	64-3/16"	3.20	17.00	64-3/16"	5.13	27.60	64-3/16"	6.45	34.40
68″	68-2/16"	1.62	9.30	68-2/16"	3.15	18.00	68-2/16"	5.11	29.20	69-3/16"	6.45	36.55
72″	72-1/16"	1.62	9.80	72-1/16"	3.15	18.90	72-1/16"	5.10	30.80	72-11/16"	6.40	38.40
76″	76 "	1.62	10.40	76 "	3.15	19.00	76 "	5.08	32.40	76-12/16"	6.40	40.50
80″	79-15/16"	1.62	10.90	79-15/16"	3.15	21.50	79-15/16"	5.06	34.00	80-11/16"	6.40	43.00
84″	83-14/16"	1.62	11.50	83-14/16"	3.15	22.05	83-15/16"	5.05	35.70	84-11/16"	6.25	43.75
88″	87-13/16"	1.62	12.00	87-13/16"	3.15	23.00	87-12/16"	5.03	37.10	88-13/16"	6.25	46.00
92″	91-12/16"	1.62	12.50	91-12/16"	3.10	24.00	91-12/16"	5.01	38.50	92-12/16"	6.25	48.00
96″	95-12/16"	1.62	13.1	95-12/16"	3.10	24.80	97 "	5.00	40.00	96-11/16"	6.15	49.20
100″	99-10/16"	1.61	13.5	99-10/16"	3.10	26.30	100-15/16"	4.98	41.60	100-10/16"	6.15	51.25
104″	103-8/16"	1.61	14.00	103-8/16"	3.05	27.10	104-11/16"	4.96	43.20	104-10/16"	6.15	53.00
108″	107-7/16"	1.60	14.50	107-7/16"	3.05	28.00	108-13/16"	4.95	44.80	108-7/16"	6.00	54.00
112″	111-7/16"	1.60	15.00	111-7/16"	3.05	28.50	112-12/16"	4.93	46.20	112-7/16"	6.00	56.00
116″	115-6/16"	1.60	15.50	115-6/16"	3.05	30.00	116-11/16"	4.91	47.60	116-7/16"	6.00	58.00
120″	119-5/16"	1.59	16.50	119-5/16"	3.00	30.50	120-11/16"	4.90	48.90	120-4/16"	5.90	59.00
124″	123-4/16"	1.59	17.00	123-4/16"	3.00	31.50	124-9/16″	4.88	50.40	124-3/16″	5.90	60.60
128″	127-3/16"	1.59	17.50	127-3/16"	3.00	32.50	128-9/16″	4.86	51.90	128-7/16"	5.90	62.20
132″	132-2/16"	1.59	18.10	132-2/16"	2.95	33.50	132-7/16"	4.85	53.30	133-1/16"	5.80	63.80
136″	136-1/16"	1.59	18.60	136-1/16"	2.95	34.30	136-7/16″	4.83	54.70	138"	5.80	65.30
140″	140"	1.59	19.10	140"	2.95	35.20	140-6/16″	4.81	56.10	141-15/16"	5.80	66.80
144″	143-15/16"	1.58	19.64	143-15/16"	2.90	36.00	144-3/16″	4.80	57.40	143-15/16"	5.70	68.40



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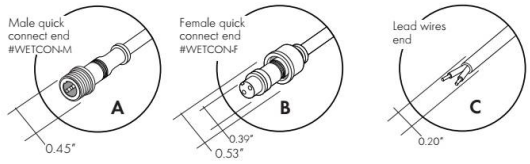
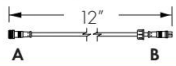
Connectors

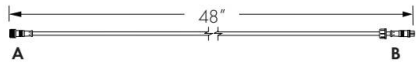


Linking and Extension Cable

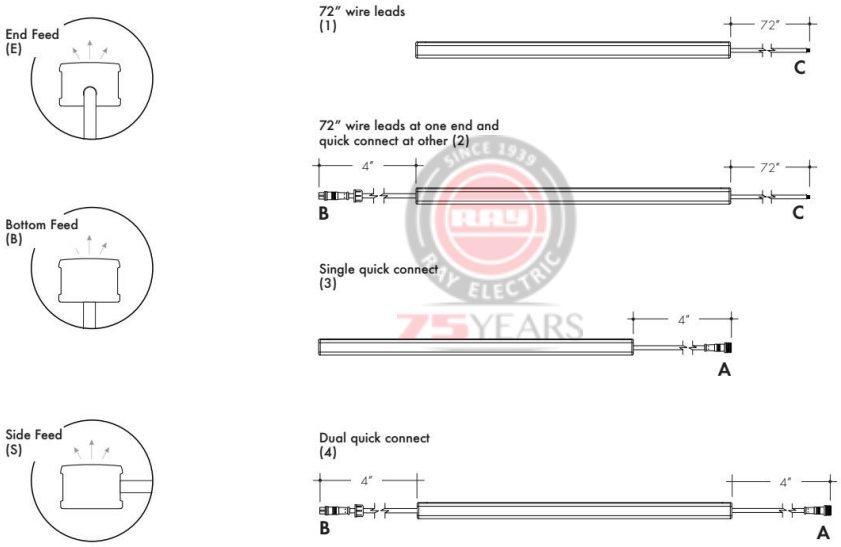
Male/female Joiner 12" - Part # IP67-12



Male/female Joiner 48" - Part # IP67-48

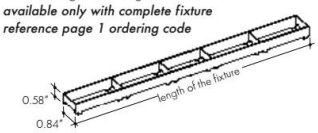


Powerfeed options with fixed bracket

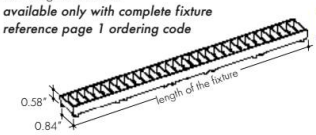


Accessory options

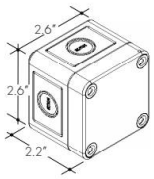
Glare Shield:
redirect the light to avoid glare from fixture
available only with complete fixture
reference page 1 ordering code



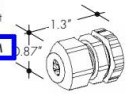
Blade Louver:
control light distribution
available only with complete fixture
reference page 1 ordering code



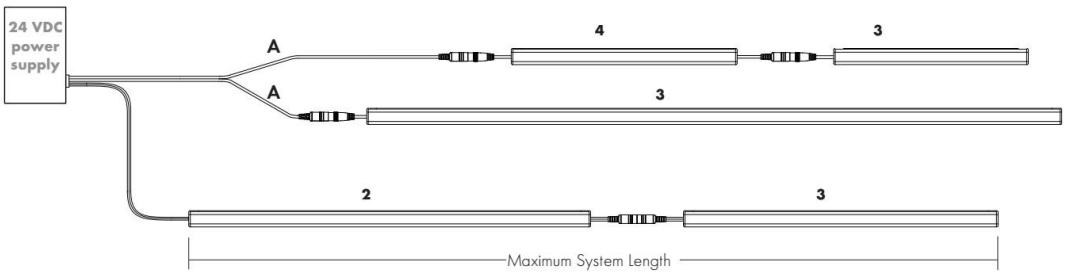
Splice Box:
Wet rated, low voltage splice box, gray
Part # LVSP-WET



Connector:
Low voltage splice box wet cable management gray
Part # LVSP-WET-CM



Sample layout of powerfeed connections



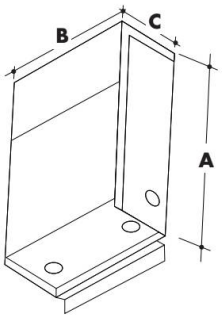
Power supply

See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

Magnetic Low Voltage Dimming Power Supplies:

MODEL		POWER		OUTPUT		INPUT
PSD	-	48	-	24	-	
PSD - PSD Series **dims down to 0%**		48 - 48 W 96 - 96 W 288 - 288 W (3x 96W)		24 - 24 VDC		Blank - 120 V 240 - 240 V 277 - 277 V

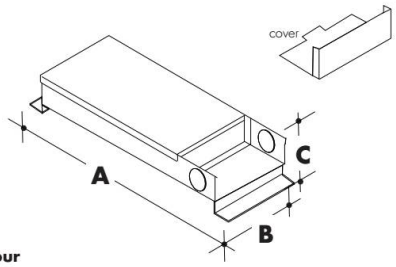
MODELS	PSD 48	PSD 96	PSD 288
A Length	11.25"	11.25"	13.06"
B Width	3.42"	3.42"	8.42"
C Depth	3.42"	3.27"	4.47"



Electronic Low Voltage Dimming Power Supplies:

MODEL		CIRCUIT x POWER		OUTPUT		INPUT
CVE	-	48D	-	24	-	
CVE - CVE Series **dims down to 0.1%**		48D - 48W 48X2D - 2 x 48W 48X3D - 3 x 48W 48X4D - 4 x 48W 96D - 96W 96X2D - 2 x 96W 96X3D - 3 x 96W 96X4D - 4 x 96W		24 - 24 VDC		Blank - 120 V 277 - 240/277 V

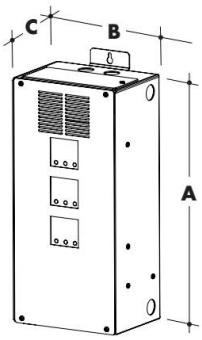
MODELS	Single circuit	Dual circuit	Three circuit	Four circuit
A Length	13.9"	13.8"	13.8"	13.8"
B Width	2.3"	4.0"	5.9"	7.75"
C Depth	1.3"	1.9"	1.9"	1.9"



0-10V Dimming Power Supplies:

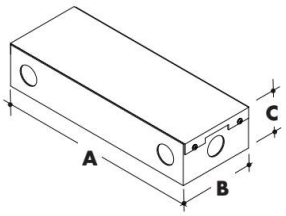
MODEL		POWER		OUTPUT		DIMMING
PS010V	-	3X96	-	24	-	LIN
PS010V - 0-10V Power Supply **dims down to 0%**		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC		LIN - Linear LOG - Logarithmic

MODELS	96 W	3X96
A Length	14.40"	15.75"
B Width	5.20"	6.60"
C Depth	2.60"	4.80"



MODEL		POWER		OUTPUT		DIMMING		LOCATION
PSV	-	40	-	24V	-	U2DIM	-	D
PSV - PSV Series **dims down to 5%**		40 - 40 W 60 - 60 W 96 - 96 W		24 - 24 VDC		U2DIM - Dimming 0-10V		D - Dry Location IP65 - Wet Location

MODELS	PSV Dry	PSV Wet
A Length	9.2"	9.5"
B Width	3.4"	4.12"
C Depth	1.9"	2.3"



Power supply

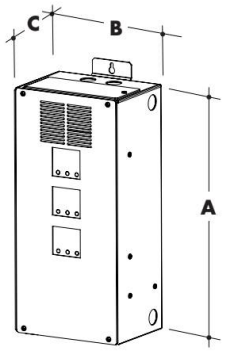
See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

DMX Dimming Power Supplies:

MODEL		POWER		OUTPUT
PSDMX	–	96	–	24
PSDMX - DMX Power Supply		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC

- Features eldoLED's LINEARdrive configurable dimmable drivers

MODELS	3X96 W
A Length	15.75"
B Width	6.60"
C Depth	4.80"

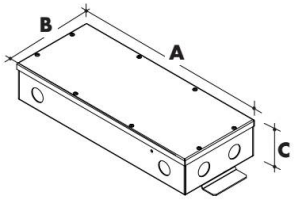


DALI Dimming Power Supplies:

MODEL		POWER		OUTPUT
PSDALI	–	96	–	24
PSDALI - DALI Power Supply **dims down to 0%**		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC

- Features eldoLED's LINEARdrive configurable dimmable drivers

MODELS	96 W
A Length	14.40"
B Width	5.20"
C Depth	2.60"



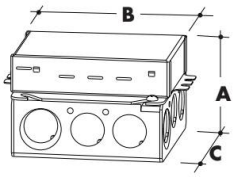
LUTRON®

Luminii is a Lutron OEM Advantage Partner

MODEL
LTEA4U1UKL-CV240
Lutron – Hi-lume™ 1% 2-wire LED driver (120V forward phase only)

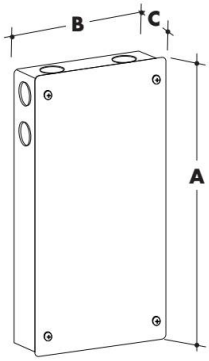
MODEL
L3DA4U1UKL-CV240
Hi-lume™ 1% EcoSystem Voltage LED Driver

MODELS	LTEA	L3DA
A Length	4.89"	4.89"
B Width	2.66"	2.66"
C Depth	4.00"	4.00"



MODEL
L3D0-96W24V-U
Hi-lume™ 0.1% EcoSystem Voltage LED Driver with Soft-On, Fade-to-Black™

MODELS	L3DO
A Length	10.50"
B Width	5.50"
C Depth	2.00"



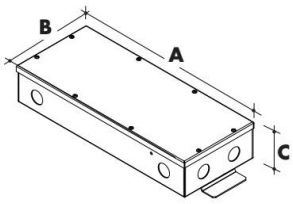
Kendo M Wet | Linear Illumination System

luminii

Enlighted Enabled Dimming Power Supplies:

MODEL		POWER		OUTPUT		DIMMING		Location
PSV	–	96	–	24	–	ENL	–	D
PSV- LED Power Supply		96 - 96 WATT		24 - 24 VDC		ENL - Enlighted Dimming		D - Damp

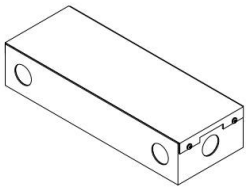
MODELS	96 W
A Length	14.40"
B Width	5.20"
C Depth	2.60"



Non-Dimming Power Supplies:

MODEL		POWER		OUTPUT		DIMMING		LOCATION
PSV	–	40	–	24V	–	U2ND	–	D
PSV - PSV Series		40 - 40 W 60 - 60 W 96 - 96 W		24 - 24 VDC *U2DIM=DIMMING 0-10V		U2ND - Non Dimming		D - Dry Location IP65 - Wet Location

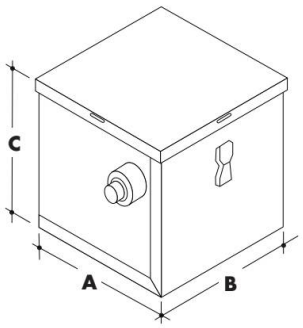
MODELS	PSV Dry	PSV Wet
A Length	9.2"	9.5"
B Width	3.4"	4.12"
C Depth	1.9"	2.3"



In ground, Electronic Low Voltage Dimming Power Supplies:

MODEL		CIRCUIT x POWER		OUTPUT		INPUT
IG-CVE	–	96X2	–	24	–	
IG-CVE - In ground CVE Series **dims down to 0.1%**		96X2 - 2 x 96W		24 - 24 VDC		Blank - 120 V 277 - 240/277 V

MODELS	Dual circuit
A Length	8.0"
B Width	8.0"
C Depth	8.0"



HALO

DESCRIPTION

High efficacy low profile track fixture ideal for accent and display lighting applications. Featuring die cast construction with a simple low profile design. These lampholders are perfect for those applications where performance is required from a discreet source.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Quick Lock Adapter*
Attaches electrically and mechanically anywhere along the track. Includes discrete locking tab that locks the luminaire on the track and allows for easy removal and repositioning.

Heat Sink
Aluminum die-cast heat sink provides exceptional thermal management to yield 70% lumen maintenance after 50,000 hours of operation.

LED Light Engine
Chip on board LED provides a uniform source with high efficiency and no pixilation. Available in 90 CRI minimum, R9 greater than 50 and color accuracy within 3 SDCM provide color accuracy and uniformity.

Optics
Configurable optics allow for the reflectors to be changed in the field to adjust to the current lighting need. Available in spot, flood and narrow flood distributions.

Media
Precision designed trim ring contains unique teeth locking mechanism, and can accept up to 2 pieces of standard media. The 3" diameter fixture accepts PAR 20 standard media. The 4" diameter fixture accepts PAR 30 standard media.

Luminaire Arm
Arm allows the lamp housing tilt to adjust ±180° vertically and ±350° horizontally. This enables a clean look while providing full aiming capabilities.

Dimming
TRIAC, ELV or Phasecut
- Designed for continuous dimming capability to nominally 5% with many 120V Leading Edge (LE) and Trailing Edge (TE) Phase Control Dimmers. (Dimmers with low end trim adjustment offer greater assurance of achieving 5% level.)
- Consult dimmer manufacturer for compatibility and conditions od use.

Warranty
Five year limited warranty, consult website for details.
www.eaton.com/lighting/legal.

Drivers
3" fixtures (12W and 21W) contain integral 120V, 50/60 Hz constant current driver that provides noise free operation. 4" fixtures (35W) contain 120V 50/60Hz constant current driver that provides noise free operation.

Compliance
cULus listed / certified for use with Halo Single Circuit Power-Trac and Global® TEK/HTEK track (See Footnote #1 below Ordering Information). NSF non-food zone compliant. EMI/RFI emissions per FCC 47CFR Part 15 Class B consumer limits. Contains no mercury or lead and RoHS compliant. Photometric testing in accordance with IES LM-79-08. Lumen maintenance projections in accordance with IES LM-80-08 and TM-21-11.

NSF/ANSI 2

L808

LED Track Head
3-Inch and 4-Inch
Flat Back Cylinder

90 CRI

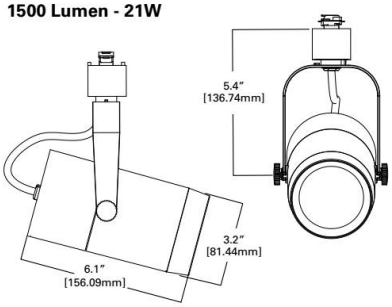
850lm package - 12W	CBCP
Spot 14°	8,544
Narrow Flood 21°	5,207
Flood 41°	1,610
Lighting Data - 3000K Spot	
Lumens	1007
Lumens per watt:	84.6
Energy Data	
Input Power:	11.89W
Power Factor:	≥.99
Input Current:	.113A

1500lm package - 21W	CBCP
Spot 14°	11,474
Narrow Flood 21°	7,778
Flood 41°	2,864
Lighting Data - 3000K Spot	
Lumens	1506
Lumens per watt:	72.7
Energy Data	
Input Power:	20.66W
Power Factor:	≥.99
Input Current:	.174A

2500lm package - 35W	CBCP
Spot 12°	29,149
Narrow Flood 24°	9,865
Flood 33°	6,485
Lighting Data - 3000K Spot	
Lumens	2404
Lumens per watt:	68.9
Energy Data	
Input Power:	34.86W
Power Factor:	≥.99
Input Current:	.29A

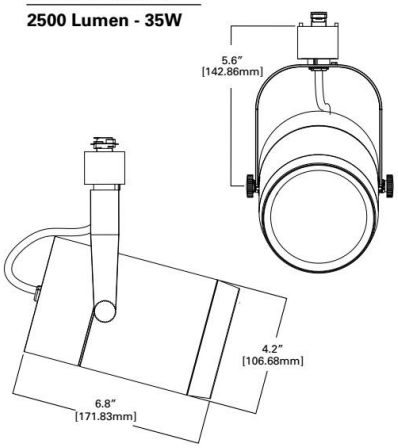
3-Inch Fixture**

850 Lumen - 12W
1500 Lumen - 21W



4-Inch Fixture**

2500 Lumen - 35W



Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.eaton.com/lighting

Specifications and dimensions subject to change without notice.

***Note:** Fixture to only be attached to horizontally installed track systems.
****Note:** The above drawing represents the 808 track with Halo Adapter. Other adapter options may be different in size and apperance.

L808

ORDERING INFORMATION

SAMPLE NUMBER: L80815SP9030AH (Halo Track connector, 1500 lumen, Spot Distribution, 90 CRI, 3000K, with Aluminum Haze Finish)

Track	LED	Series	Lumen Package	Distribution	CRI	CCT	Finish	Voltage
L=Halo Single Circuit Power Trac **LJ**=Juno® Track[1] **LL**=Lightolier® Track[2] **L2G**=Global® TEK or HTEK[3] **LZ**=Lazer and Halo two circuit Power Trac (round adapter)	**8**=LED	**08**=Cylinder	**08**=850 lm **15**=1500 lm **25**=2500 lm	**SP**=Spot **NF**=Narrow Flood **FL**=Flood	**90**=90	**27**=2700K **30**=3000K **35**=3500K **40**=4000K	**AH**=Aluminum Haze **MB**=Black **P**=White	**Blank**=120V **277**=277V[4]

Accessories (order separately)

Reflectors
SREF-808302-PK= Spot Reflector 3"
FREF-808302-PK=Flood Reflector 3"
NFREF-808302-PK=Narrow Flood Reflector 3"
SREF-808402-PK= Spot Reflector 4"
FREF-808402-PK=Flood Reflector 4"
NFREF-808402-PK=Narrow Flood Reflector 4"

Media - 3"

Color Filters
F22-20=Red
F33-20=Blue
F44-20=Green
F55-20=Yellow
F66-20=Mercury

Dichronic Filters
F71-20=Peach
F72-20=Amber
F73-20=Green
F74-20=Medium Blue
F75-20=Yellow
F76-20=Red
F77-20=Dark Blue
F78-20=Light Blue
F79-20=Neutral Density
F80-20=Magenta

Beam-Modifying Lenses
DIF-20=Diffused Lens
OSL-20=Overall Spread Lens
LSL-20=Linear Spread Lens

Louvers
LVR-20=Hex Cell Louver

Media - 4"

Color Filters
LND-RED=Red Color Filter
LND-BLU=Blue Color Filter

Dichronic Filters
LND-CLR=Clear Protective Glass Lens
LND-AMB=Amber Color Filter
LND-PCH=Cosmetic Peach Filter
LND-MWL=Milk White Lens

Beam-Modifying Lenses
LND-UVF=Optivex™ UN Filter
LND-DSL=Diffusion Spread Lens
LND-LSL=Linear Spread Lens
LND-PSL=Prismatic Spread Lens

Louvers
LND-LVR=Hex Cell Louver

NOTES: 1. Juno® T single circuit and 2-circuit track contact. Juno® is a registered trademark of Juno® Lighting. **2.** Lightolier® Lyfespan 6000 single circuit and 2 circuit track contact. Lightolier® is a registered trademark of Philips Lighting. **3.** Global® is a registered trademark of Nordic Aluminum. **4.** Only available with L2G adapter for Global HTEK track.

Select models are DesignLights™ Consortium Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.

Summary based 90 CRI 3000K White finish. Full data available in IES files online.

PHOTOMETRICS

12W

Color Temp = 3000K
4000K Multiplier = 1.25

0 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W
Spot: 14°	5'	341.9	1.2	1.2
CBCP: 8544	7.5'	152	1.8	1.8
Lumens: 1007	10'	85.5	2.4	2.4
LpW: 84.6	12.5'	54.7	3	3
	15'	38	3.6	3.6
Narrow Flood: 21°	5'	208.3	1.8	1.8
CBCP: 5207	7.5'	92.6	2.6	2.6
Lumens: 994	10'	52.1	3.6	3.6
LpW: 83.5	12.5'	33.3	4.4	4.4
	15'	23.1	5.4	5.4
Flood: 41°	5'	77.4	3.4	3.4
CBCP: 1610	7.5'	34.4	5.2	5.2
Lumens: 945	10'	19.4	7	7
LpW: 79.4	12.5'	12.4	8.6	8.6
	15'	8.6	10.4	10.4

30 deg Aiming Angle Horizontal Footcandles

MH	FC	L	W	CB
5'	225.5	1.5	1.2	2.9
7.5'	100.2	2.3	2	4.3
10'	56.4	3.1	2.6	5.8
12.5'	36.1	3.9	3.4	7.2
15'	25.1	4.7	4	8.7
5'	140.5	2.3	2	2.9
7.5'	62.5	3.4	3	4.3
10'	35.1	4.6	4	5.8
12.5'	22.5	5.7	5	7.2
15'	15.6	6.9	6	8.7
5'	58.8	3.6	3.6	2.9
7.5'	26.1	5.4	5.6	4.3
10'	14.7	7.3	7.4	5.8
12.5'	9.4	9.1	9.2	7.2
15'	6.5	10.9	11.2	8.7

30 deg Aiming Angle Vertical Footcandles on Wall

D	FC	L	W	CB
3'	136	2.5	1.2	5.2
4'	76.5	3.5	1.8	6.9
5'	49	4.3	2.2	8.7
6'	34	5.2	2.6	10.4
3'	97.2	3.2	1.8	5.2
4'	54.7	4.3	2.4	6.9
5'	35	5.4	3	8.7
6'	24.3	6.5	3.6	10.4
3'	58.6	2.8	2.8	5.2
4'	32.9	3.8	3.8	6.9
5'	21.1	4.8	4.6	8.7
6'	14.6	5.7	5.6	10.4

60 deg Aiming Angle Vertical Footcandles on Wall

D	FC	L	W	CB
3'	626.3	0.8	0.8	1.7
4'	352.3	1.1	1	2.3
5'	225.5	1.5	1.2	2.9
6'	156.6	1.8	1.6	3.5
3'	390.4	1.3	1.2	1.7
4'	219.6	1.8	1.6	2.3
5'	140.5	2.3	2	2.9
6'	97.6	2.6	2.4	3.5
3'	163.3	2.1	2.2	1.7
4'	91.9	2.8	2.8	2.3
5'	58.8	3.6	3.6	2.9
6'	40.8	4.3	4.4	3.5

Powering Business Worldwide

L808

PHOTOMETRICS

21W

Color Temp = 3000K
4000K Multiplier = 1.25

0 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W
Spot: 14°	5'	511.3	1.2	1.2
CBCP: 11474	7.5'	227.3	1.8	1.8
Lumens: 1506	10'	127.8	2.4	2.4
LpW: 72.7	12.5'	81.8	3	3
	15'	56.8	3.6	3.6
Narrow Flood: 21°	5'	317	1.8	1.8
CBCP: 7778	7.5'	140.9	2.6	2.6
Lumens: 1512	10'	79.2	3.6	3.6
LpW: 73	12.5'	50.7	4.4	4.4
	15'	35.2	5.4	5.4
Flood: 41°	5'	117.8	3.4	3.4
CBCP: 2864	7.5'	52.4	5.2	5.2
Lumens: 1439	10'	29.5	7	7
LpW: 6935	12.5'	18.8	8.6	8.6
	15'	13.1	10.4	10.4

30 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W	CB
Spot: 14°	5'	337.2	1.5	1.2	2.9
CBCP: 11474	7.5'	149.9	2.3	2	4.3
Lumens: 1506	10'	84.3	3.1	2.6	5.8
LpW: 72.7	12.5'	54	3.9	3.4	7.2
	15'	37.5	4.7	4	8.7
Narrow Flood: 21°	5'	213.9	2.3	2	2.9
CBCP: 7778	7.5'	95.1	3.4	3	4.3
Lumens: 1512	10'	53.5	4.6	4	5.8
LpW: 73	12.5'	34.2	5.7	5	7.2
	15'	23.8	6.9	6	8.7
Flood: 41°	5'	89.5	3.6	3.6	2.9
CBCP: 2864	7.5'	39.8	5.4	5.6	4.3
Lumens: 1439	10'	22.4	7.3	7.4	5.8
LpW: 6935	12.5'	14.3	9.1	9.2	7.2
	15'	9.9	10.9	11.2	8.7

30 deg Aiming Angle Vertical Footcandles on Wall

	D	FC	L	W	CB
Spot: 14°	3'	203.5	2.5	1.2	5.2
CBCP: 11474	4'	114.5	3.5	1.8	6.9
Lumens: 1506	5'	73.2	4.3	2.2	8.7
LpW: 72.7	6'	50.9	5.2	2.6	10.4
Narrow Flood: 21°	3'	148	3.2	1.8	5.2
CBCP: 7778	4'	83.3	4.3	2.4	6.9
Lumens: 1512	5'	53.3	5.4	3	8.7
LpW: 73	6'	37	6.5	3.6	10.4
Flood: 41°	3'	89.1	2.8	2.8	5.2
CBCP: 2864	4'	50.1	3.8	3.8	6.9
Lumens: 1439	5'	32.1	4.8	4.6	8.7
LpW: 6935	6'	22.3	5.7	5.6	10.4

60 deg Aiming Angle Vertical Footcandles on Wall

	D	FC	L	W	CB
Spot: 14°	3'	936.8	0.8	0.8	1.7
CBCP: 11474	4'	526.9	1.1	1	2.3
Lumens: 1506	5'	337.2	1.5	1.2	2.9
LpW: 72.7	6'	234.2	1.8	1.6	3.5
Narrow Flood: 21°	3'	594.1	1.3	1.2	1.7
CBCP: 7778	4'	334.2	1.8	1.6	2.3
Lumens: 1512	5'	213.9	2.3	2	2.9
LpW: 73	6'	148.5	2.6	2.4	3.5
Flood: 41°	3'	248.6	2.1	2.2	1.7
CBCP: 2864	4'	139.8	2.8	2.8	2.3
Lumens: 1439	5'	89.5	3.6	3.6	2.9
LpW: 6935	6'	62.1	4.3	4.4	3.5

35W

Color Temp = 3000K
4000K Multiplier = 1.25

0 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W
Spot: 12°	5'	1170.1	1	1
CBCP: 29149	7.5'	520	1.4	1.4
Lumens: 2404	10'	292.5	2	2
LpW: 68.9	12.5'	187.2	2.4	2.4
	15'	130	3	3
Narrow Flood: 24°	5'	397.1	2	2
CBCP: 9865	7.5'	176.5	3	3
Lumens: 2272	10'	99.3	4	4
LpW: 65.1	12.5'	63.5	5	5
	15'	44.1	6	6
Flood: 33°	5'	261.2	2.6	2.6
CBCP: 6485	7.5'	116.1	4	4
Lumens: 2293	10'	65.3	5.2	5.2
LpW: 65.7	12.5'	41.8	6.6	6.6
	15'	29	8	8

30 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W	CB
Spot: 12°	5'	767.4	1.3	1	2.9
CBCP: 29149	7.5'	341.1	1.9	1.6	4.3
Lumens: 2404	10'	191.9	2.6	2.2	5.8
LpW: 68.9	12.5'	122.8	3.2	2.8	7.2
	15'	85.3	3.9	3.4	8.7
Narrow Flood: 24°	5'	274.9	2.5	2.2	2.9
CBCP: 9865	7.5'	122.2	3.8	3.2	4.3
Lumens: 2272	10'	68.7	5.1	4.4	5.8
LpW: 65.1	12.5'	44	6.4	5.6	7.2
	15'	30.5	7.7	6.6	8.7
Flood: 33°	5'	185.6	3.2	2.8	2.9
CBCP: 6485	7.5'	82.5	4.9	4.4	4.3
Lumens: 2293	10'	46.4	6.5	5.8	5.8
LpW: 65.7	12.5'	29.7	8.2	7.2	7.2
	15'	20.6	9.9	8.8	8.7

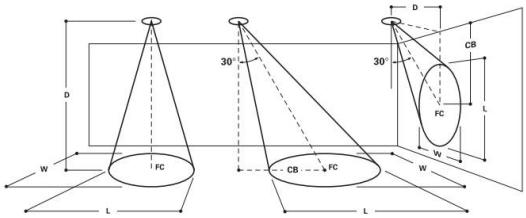
30 deg Aiming Angle Vertical Footcandles on Wall

	D	FC	L	W	CB
Spot: 12°	3'	449.5	2.1	1	5.2
CBCP: 29149	4'	252.8	2.8	1.4	6.9
Lumens: 2404	5'	161.8	3.5	1.8	8.7
LpW: 68.9	6'	112.4	4.3	2.2	10.4
Narrow Flood: 24°	3'	199.7	3.3	2	5.2
CBCP: 9865	4'	112.4	4.5	2.6	6.9
Lumens: 2272	5'	71.9	5.7	3.2	8.7
LpW: 65.1	6'	49.9	6.8	4	10.4
Flood: 33°	3'	150.8	3.4	2.4	5.2
CBCP: 6485	4'	84.8	4.5	3.4	6.9
Lumens: 2293	5'	54.3	5.6	4.2	8.7
LpW: 65.7	6'	37.7	6.8	5	10.4

60 deg Aiming Angle Vertical Footcandles on Wall

	D	FC	L	W	CB
Spot: 12°	3'	2131.7	0.7	0.6	1.7
CBCP: 29149	4'	1199.1	1	0.8	2.3
Lumens: 2404	5'	767.4	1.3	1	2.9
LpW: 68.9	6'	532.9	1.5	1.2	3.5
Narrow Flood: 24°	3'	763.5	1.4	1.2	1.7
CBCP: 9865	4'	429.5	2	1.8	2.3
Lumens: 2272	5'	274.9	2.5	2.2	2.9
LpW: 65.1	6'	190.9	3	2.6	3.5
Flood: 33°	3'	515.5	1.9	1.6	1.7
CBCP: 6485	4'	290	2.6	2.2	2.3
Lumens: 2293	5'	185.6	3.2	2.8	2.9
LpW: 65.7	6'	128.9	3.9	3.4	3.5

Notes and Definitions:
Beam spread is to 50% center beam candlepower (CBCP.)
D=Distance in feet to floor or wall.
FC=Footcandles on floor or wall at center beam aiming location.
L =Effective Visual Beam length in feet (50% of maximum footcandle level.)
W=Effective Visual Beam width in feet (50% of maximum footcandle level.)
CB=Distance in feet across or down to center beam location.



Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.eaton.com/lighting

Specifications and dimensions subject to change without notice.

HALO

DESCRIPTION

Miniature size, decorator finishes, push-in connectors, economy, all combine to make single-circuit Miniature Trac perfect for residential or commercial use. Polarized connectors and end caps are molded polycarbonate. Halo Miniature Track accepts both Halo and Lazer-by-Halo lampholders.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

A. Structural
- Extruded aluminum .060" [1.5mm] nominal wall thickness

B. Line Conductor
- Solid copper bus bars [cross section equivalent to #12 AWG wire].

C. Insulating Liner
- Extruded polyvinyl insulator.

D. Ground Conductor
- Exclusive independent grounding bus conductor. Maintains an independent positive ground #12 AWG path between lampholder, Trac channel and building's ground system.

E. Neutral Conductor
- Cross section equivalent of #12 AWG wire.

F. Polarity Indicator (Neutral)
- Visual polarity groove indicates proper electrical installation of lampholder adapter.

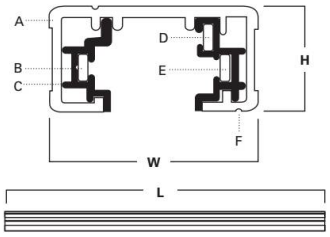
Listings
- cULus listed for use with Halo and Lazer-by-Halo lampholders.

Mounting
- Track system is recommended for ceiling mount only. For alternate mounting methods consult factory.

L650, L651
L652, L653

MINIATURE SINGLE CIRCUIT TRAC SYSTEM

Power -Trac



	L	W	H
L650 2' Nominal	20-1/8" [511mm]	1-3/8" [35mm]	11/16" [18mm]
L651 4' Nominal	44-1/8" [1121mm]	1-3/8" [35mm]	11/16" [18mm]
L652 8' Nominal	92-1/8" [2340mm]	1-3/8" [35mm]	11/16" [18mm]
L653 12' Nominal	140-1/8" [3559mm]	1-3/8" [35mm]	11/16" [18mm]

ORDERING INFORMATION

SAMPLE NUMBER: L651MB

Track	Finishes	Connectors (Order Separately)	Accessories (Order Separately)	Current Limiters (Order Separately)
L650= 2' **L651**= 4' **L652**= 8' **L653**= 12'	**P**=White **MB**=Black	**L900**=Outlet Box Cover **L901**=Live End Connector **L902**=Flexible Connector **L903**=Straight Connector **L904**=L Connector **L905**=T Connector **L906**=X Connector **L907**=Outlet Box for use with T-Bar ceiling **L908**=Mini Joiner **L909**=Floating Canopy and Connector **L950**=Cord and Plug Connector **L979**=Conduit Continuation Kit **L980**=Live End Conduit Adapter **DE600**=Dead End Finishes **P**=White **MB**=Black	**L951**=Wire Way Cover for Pendant Assembly Kit **L983**=T-Bar Attachment Clip **L992**=Pendant Kit Assembly **L48**=48" Steel Stem **L994**=Pendant Adapter Finishes **P**=White **MB**=Black	Current Limiter - End Feed **LC901CB120**=120W (1A @ 120V) **LC901CB300**=300W (2.5A @ 120V) **LC901CB600**=600W (5A @ 120V) **LC901CB960**=960W (8A @ 120V) **LC901CB1200**=1200W (10A @ 120V) Current Limiter - Center Feed **LC903CB120**=120W (1A @ 120V) **LC903CB300**=300W (2.5A @ 120V) **LC903CB600**=600W (5A @ 120V) **LC903CB960**=960W (8A @ 120V) **LC903CB1200**=1200W (10A @ 120V) Finishes **P**=White **MB**=Black

L650, L651, L652, L653

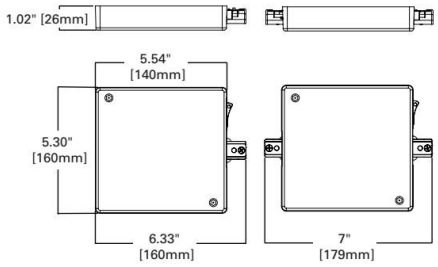
LC901, LC903 Current Limiter - End and Center Feeds

End-feed and Center-feed capable:
Five breaker sizes are available. Consult factory if other sizes are required. Can be utilized on hard or grid ceilings. Can be used with pendant suspended track. Breaker can be used as an on-off switch. Breaker features a "tripped" condition indicator. cULus Listed.

ORDERING INFORMATION

SAMPLE NUMBER: LC901CB120P

Feed Type	Circuit 1 Breaker	Finish
LC901= Halo Power-Trac 1-Circuit End Feed **LC903**= Halo Power-Trac 1-Circuit Center Feed	**CB120**=120W (1A @120V) **CB300**=300W (2.5A @120V) **CB600**=600W (5A @120V) **CB960**=960W (8A @120V) **CB1200**=1200W (10A @120V)	**P**=White **MB**=Black



Sample catalog number: LC901CB120P

Consult factory for Single Circuit Center-feed requiring two circuit breakers.

LC901
LC903

T24 Can be used to comply with California Title 24 High Efficacy requirements
T20 Certified to California Title 20 Appliance Database

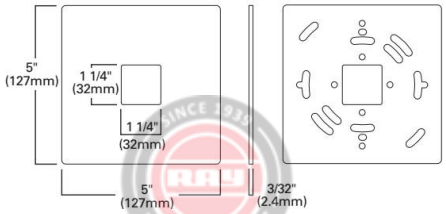
L900 - Outlet Box Cover

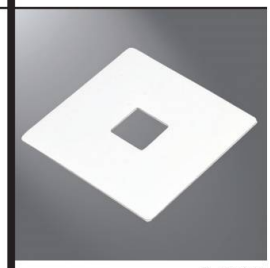
Can be used at any electrical feed connection point (Live, Straight, L, T or X). Drill guides on back for virtually all standard outlet boxes. Size: 5" sq. Screws included.
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L900P

Connector	Finish
L900= Outlet Box Cover	**P**=White **MB**=Black





L900

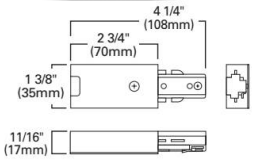
L901 - Live End Connector

To start a run.
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L901P

Connector	Finish
L901= Live End Connector	**P**=White **MB**=Black



L901

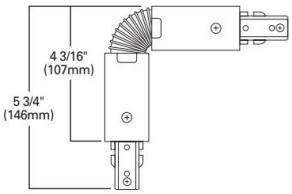
L902 - Flexible Connector

To connect two track sections at any angle up to 90° in either plane or wall to ceiling or pitched ceiling applications.
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L902P

Connector	Finish
L902= Flexible Connector	**P**=White **MB**=Black



L902

EATON
Powering Business Worldwide

L650, L651, L652, L653

L903 - Straight Connector

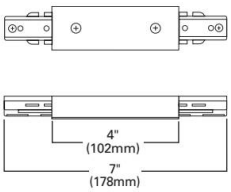
To connect two track sections end-to-end. L903 differs from mini connector L908 in that it provides a center feed option and is longer.May be used as feed point.

Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L903P

Connector	Finish
L903= Straight Connector	**P**=White **MB**=Black



L903

L904 - L Connector

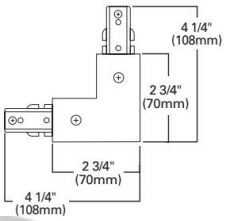
To connect two track sections at a right angle. Field adjustable for either right hand or left hand application. May be used as feed point.

Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L904P

Connector	Finish
L904= L Connector	**P**=White **MB**=Black



L904

L905 - T Connector

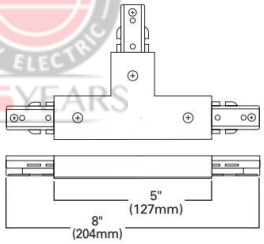
To connect three track sections into a T configuration. Field adjustable for either right hand or left hand application. May be used as feed point.

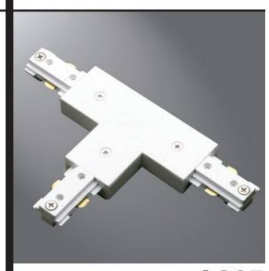
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L905P

Connector	Finish
L905= T Connector	**P**=White **MB**=Black





L905

L906 - X Connector

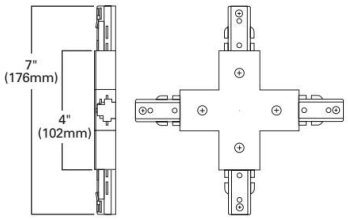
To connect four track sections into a cross configuration. May be used as feed point.

Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L906P

Connector	Finish
L906= X Connector	**P**=White **MB**=Black



L906

L907 - Outlet Box for use with T-Bar Ceiling

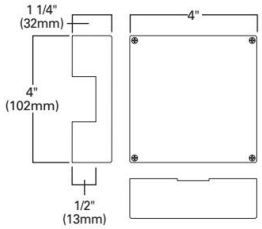
L901, L903, L904, L905 or L906 connector also required. 4″x 4″ x 1 1/8″.

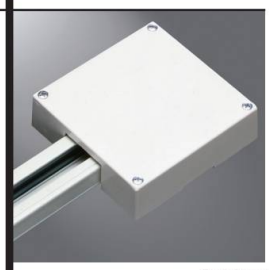
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L907P

Connector	Finish
L907= Outlet Box for use with T-Bar Ceiling	**P**=White **MB**=Black





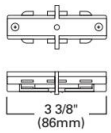
L907

L650, L651, L652, L653

L908 - Mini Joiner

A low profile connector to cleanly and crisply join two straight track sections end-to-end. (Note: The L908 is not a feed point).

Color codes: P (White), MB (Black)



L908

ORDERING INFORMATION

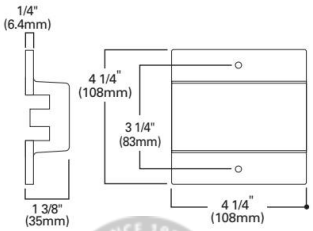
SAMPLE NUMBER: L908P

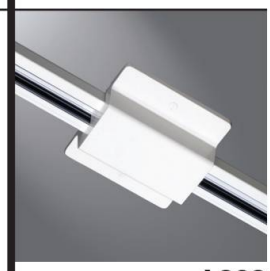
Connector	Finish
L908= Mini Joiner	**P**=White **MB**=Black

L909 - Floating Canopy and Connector

Track can be connected to existing outlet box located anywhere along the track. Comes with canopy cover, connector, dead-end and mounting hardware.
4 1/8" x 4 1/4" x 1 3/8".

Color codes: P (White), MB (Black)





L909

ORDERING INFORMATION

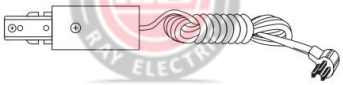
SAMPLE NUMBER: L909P

Connector	Finish
L909= Floating Canopy and Connector	**P**=White **MB**=Black

L950 - Cord and Plug Connector

12' three-wire cord with grounded plug. Maximum capacity 10 AMP.

Color codes: P (White), MB (Black)



L950

ORDERING INFORMATION

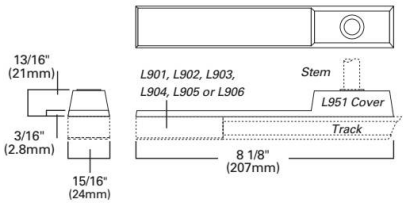
SAMPLE NUMBER: L950P

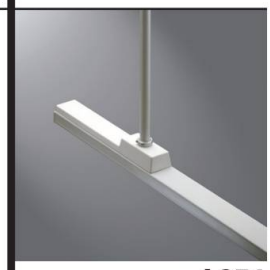
Connector	Finish
L950= Cord and Plub Connector	**P**=White **MB**=Black

L951 - Wire Way Cover for Pendant Assembly Kit

For track to be wired through stem(order one for each feed point used). For use with line connectors (L901, L902, L903, L904, L905 or L906) and pendant stem kit (L992)–order separately.

Color codes: P (White), MB (Black)





L951

ORDERING INFORMATION

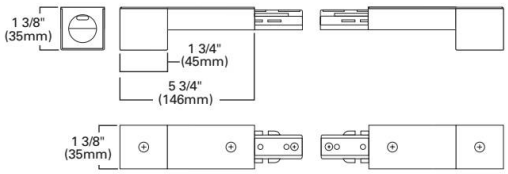
SAMPLE NUMBER: L951P

Connector	Finish
L951= Wire Way Cover for Pendant Assembly Kit	**P**=White **MB**=Black

L979 - Conduit Continuation Kit

Consisting of one left feed and one right feed. To continue a run around obstructions. Designed to accept 1/2" trade size conduit fitting (not included).

Color codes: P (White), MB (Black)



L979

ORDERING INFORMATION

SAMPLE NUMBER: L979P

Connector	Finish
L979= Conduit Continuation Kit	**P**=White **MB**=Black

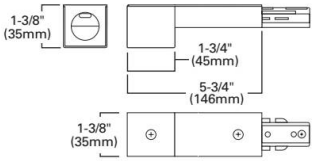
Powering Business Worldwide

L650, L651, L652, L653

L980 - Live End Conduit Adapter

Designed to accept standard 1/2" trade size conduit fitting (not supplied). Use when feeding to track through surface conduit system.

Color codes: P (White), MB (Black)



L980

ORDERING INFORMATION

SAMPLE NUMBER: L980P

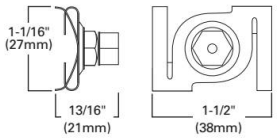
Connector	Finish
L980= Live End Conduit Adapter	**P**=White **MB**=Black

L983 - T-Bar Attachment Clip

Allows track to be attached to inverted tee ceiling. Order as follows: 2 kits for 2' Trac; 2 kits for 4' Trac; 3 kits for 8' Trac and 4 kits for 12' Trac.

L986 Mini-T Bar Clip

For mounting Trac on suspended ceilings with mini-grid (9/16" wide) system.



L983

ORDERING INFORMATION

SAMPLE NUMBER: L983P

Connector	Finish
L983= T-Bar Attachment Clip **L986**= Mini T-Bar Clip	**P**=White **MB**=Black

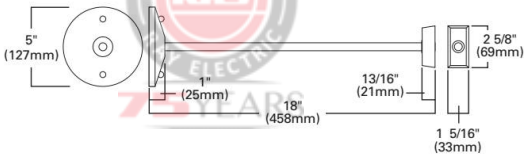
L992 - Pendant Kit Assembly

Order 2 kits for 2' Trac; 2 kits for 4' Trac; 3 kits for 8' Trac; and 4 kits for 12' Trac. Includes one 18" threaded steel stem, canopy andmounting hardware.

L48 48" Steel Stem

For additional length with L992. Can be field cut.

Color codes: P (White), MB (Black)



L992

ORDERING INFORMATION

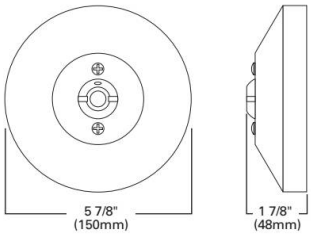
SAMPLE NUMBER: L992P

Connector	Finish
L992= Pendant Kit Assembly	**P**=White **MB**=Black

L994 - Pendant Adapter

For installing pendant mounted Power-Trac on sloped ceiling. For use with L992.

Color codes: P (White), MB (Black)



L994

ORDERING INFORMATION

SAMPLE NUMBER: L994P

Connector	Finish
L994= Pendant Adapter	**P**=White **MB**=Black

DE600 - Dead End

Color codes: P (White), MB (Black)

DE600

ORDERING INFORMATION

SAMPLE NUMBER: DE600P

Connector	Finish
DE600= Dead End	**P**=White **MB**=Black

Table 1

CODE	MFG	PRODUCT	FINISH	LOCATION	INSTALL/NOTES
MTL1	N/A	AGED BRASS	UNLACQUERED	METAL TRIM & MILLWORK ELEMENTS	1/2” BRASS SQUARE TUBE FOR MILLWORK STRUCTURES, BRASS SHEET FOR TRIM AND/OR MILLWORK ELEMENTS
MTL2	BANKER WIRE	M22-22	BRONZE, BZ, SECONDARY PATINA FINISH	MILLWORK PARTITIONS, WINE RACKS	INFILL PANELS FOR PARTITION AND WINE RACK DETAILS
G1	N/A	FLUTED GLASS	CLEAR, FLUTED	MILLWORK PARTITIONS	INFILL PANELS FOR PARTITION
G2	N/A	ANTIQUE MIRROR	BRONZE TINT	MAPLE DINING ROOM WALL MIRROR	
T1	IRIS FMG / MAXFINE	ARABESCATO	HONED	KITCHEN DOOR SURROUND/ MAPLE DINING WALLS	INSTALL FROM EXISTING CHAIR RAIL UP TO CEILING TRIM, SEE WALL ELEVATIONS.
T2	DESIGN AND DIRECT SOURCE	CLASSIC GLAZED PENNY TILE / PATINA COBALT	GLAZED	BATHROOM FLOORS	REPLACE EXISTING TILE
WD1	OAKWOOD VENEER	TEAK & HOLLY BOAT DECKING VENEER	LACQUERED / HIGH GLOSS	CEILING PANELS / INFILL FOR EXISTING HALL LIGHTING PANELS	
WD2	PROVIDED BY FLOORING CONTRACTOR, OAK BOARD FLOORING	WOOD FLOORING	TO MATCH EXISTING	MAPLE DINING ROOMS	REMOVE EXISTING TILE IN ANY ROOMS EXCEPT KITCHEN AND BATHROOMS AND REPLACE WITH MATCHING WOOD
WD3	CHERRY WOOD BOARD	WALL PANELS/ MILLWORK	TO MATCH EXISTING	ALL NEW MILLWORK TO MATCH EXISTING WALL PANELING	
FAB1	SCHUMACHER	PERFORMANCE VELVET / SEAGLASS 70487		BANQUETTE	
FAB2	RESTORATION HARDWARE			CH1	MFG FINISH
FAB3	GUBI	BEETLE DINING CHAIR w/ CONIC LEGS	GREEN VELVET WITH WHITE PIPING, BRASS LEGS	GENERAL DINING CHAIR (CH03)	MFG FINISH
FAB4	FRANCE AND SON	PLATNER CHAIR	BLACK/GOLD	GENERAL DINING CHAIR (CH03)	MFG FINISH
FAB5	SCHUMACHER	MORROW / INDIGO 73372		CURTAIN VALANCES IN BAR DINING ROOM	PADDED/UPHOULSTERED CURTAIN VALANCE, SEE ELEVATION
FAB6	TBD	WHITE LINEN/SHEER	WHITE	CURTAINS	ALL CURTAIN PANELS FOR MAPLE DINING ROOM AND BAR ROOM
FAB7	CAMIRA	LUCIA PANEL FABRIC	COLOR: RUM	WALL PANELS	RE-WRAP EXISTING ACOUSTIC PANELS IN BAR ROOM
FAB8	SUNBRELLA	SUNBRELLA SHADE COLLECTION - 100% ACRYLIC OUTDOOR AWNING FABRIC	COLOR: BLACK CHERRY 4640-0000	EXISTING AWNING RECLADDING	EAST AND WEST SIDES TO RECEIVE SCREEN-PRINTED LOGO SIGNAGE, NOT TO EXCEED EXISTING SIGN DIMENSIONS
CPT2	TBD	WALK-OFF MAT	NAVY BLUE	ENTRY HALL/ KITCHEN CORRIDOR	CUSTOM MAT, BY FLOORING CONTRACTOR

CODE	MFG	PRODUCT	FINISH	LOCATION	INSTALL/NOTES
PL1	LUMASITE	IVORY SOS 02146	GLOSS	INFILL PANELS IN HALLWAY CEILING DROP	
ST1	EXISTING MARBLE			BAR/COUNTER LEDGES	
P1	PORTOLA PAINTS	LIMEWASH PAINT: ‘WINGS’	MATTE WITH SEALANT	SHEET A-007	TWO COATS OF BRUSH APPLIED PAINT, SEALED WITH MANUFACTURER SEALANT FOR WASHABLE FINISH
P2	PORTOLA PAINTS	LIMEWASH PAINT: ‘EMERSON’	MATTE WITH SEALANT	SHEET A-007	TWO - THREE COATS OF BRUSH APPLIED PAINT, SEALED WITH MANUFACTURER SEALANT FOR WASHABLE FINISH
P3	SHERWIN WILLIAMS	SW 7008 - ALABASTER	SEMI GLOSS	WOMEN’S ROOM (SHEET A-007)	CEILING, WALLS, AND TRIM TO BE PAINTED IN P3 SEMI GLOSS
P4	SHERWIN WILLIAMS	SW 7602 - INDIGO BATIK	SEMI GLOSS	MEN’S ROOM (SHEET A-007)	CEILING, WALLS, AND TRIM TO BE PAINTED P4 IN SEMI-GLOSS FINISH

CODE	MFG	PRODUCT NAME	MATERIAL/ PERFORMANCE	LOCATION	QTY	PRICE/TOTAL
L1	LEE BROOM	MINI CRESCENT PENDANT 7.875” dia.	OPAQUE ACRYLIC / BRUSHED BRASS / LED DIMMABLE	BAR DINING ROOM	6	$960 / $5760
L2	LEE BROOM	CRESCENT PENDANT (LARGE) 15” dia	OPAQUE ACRYLIC / BRUSHED BRASS / LED DIMMABLE	MAPLE DINING ROOM	12	$1965 / $23,580
L3	TBD	LINEAR LED STRIP	DIMMABLE 300K, LENSED	CURTAIN VALANCE, MAPLE DINING ROOM	APPROX. 65 L/FT	TBD
L4	GUBI	MULTI-LIGHT PENDANT	POLISHED BRASS / LED LAMP, 2700K	CORRIDOR	5	$1050 ($735 NET)/ $3675
L5	VIBE	DWELED 37” PICTURE LIGHT	CHROME / PLUG IN	CORRIDOR	4	$349 / $1396
L6	LUKE LAMP CO	AURA PENDANT	LED STRIP/ NYLON/ ANTIQUE BRASS	ALLEY DINING ROOM/ GLASS ALCOVE	2	$1259 / $2518
L7	ALLIED MAKER	MINI DOME	STONEWASHED BRASS / MATTE WHITE / OPAL GLOBE	NEW HEADER AT BAR	3	$720 / $2160
L8	JUNO	T382L VERTICAL CYLINDER TRACK HEAD	BLACK, 3000K TEMPERATURE, DIMMABLE	GENERAL LIGHTING	+/- 25	

CODE	MFG / PRODUCT		LOCATION	FINISH	QTY
CH2	CALLIGARIS, FIFTIES DINING CHAIR		BAR ROOM' DINING	INDIGO VELVET SEAT/BACK, MATTE BLACK FRAME	14
CH3	KNOLL, BRNO FLAT BAR DINING CHAIR		MAPLE & VIA DINING ROOM	ACQUA LEATHER, COTES D'AZURE SEAT/BACK, POLISHED CHROME FRAME	48
CH1	RESTORATION HARDWARE, WEXLER BARREL BACK LEATHER BAR STOOL		BAR STOOL	AGED BRASS/ ITALIAN VENETO LEATHER, CAMEL	7
EXTERIOR DINING FURNITURE					
CH4	HARBOUR OUTDOOR, PACIFIC FOLDING CHAIR		PATIO SEATING	NATURAL TEAK/ BATYLINE WHITE	30
TAB1	CB2, WATERMARK OUTDOOR CAFE TABLE		PATIO CAFE TABLES (2-TOPS)	BRASS	5
TAB2	ROYAL BOTANIA		PATIO DINING TABLES (4-TOPS)	STAINLESS ELECTROPOLISH ED/ TEAK TOP	4

F. Preapplication Discussion

1. 310 E. Maple – Pernoi Bistro (formerly Café Via)

Kelly Allen, attorney for the applicant, introduced Luciano DelSignore, owner, and Matthew Lisk of Kyle Evans Design, designer for Pernoi. She thanked the Planning Board for allowing the preapplication discussion to proceed. She explained the applicant would submit the site plan with the required aerial view of all aspects within 200 feet of the property, would meet with the Historic District Commission, would be hiring a sign contractor to create signs compliant with the sign ordinance, all the seating and outdoor streetscape will remain as proposed, will provide a material board, has applied with the Birmingham Police Department and State Liquor Control, and the design allows a safe and efficient pedestrian flow. Pernoi proposes to be open from 5 p.m. to 11 p.m. five nights a week, with Sundays and Mondays being reserved for special events.

Mr. DelSignore explained the concept behind Pernoi, noting he would be working with Chef Takashi Yagihashi to create a kind of dueling-chef experience where Mr. DelSignore would focus on Italian cuisine and Mr. Yagihashi would focus on Japanese, Asian, and French cuisines. Pernoi is a portmanteau coined by Mr. DelSignore based on the Italian phrase 'for us', with the goal that the restaurant would provide meals that other chefs would want to eat, an atmosphere where people would want to celebrate their most special occasions, and a focus on convivial and upscale hospitality.

Mr. Lisk walked the Board through the proposed design elements. He said Pernoi would:

- Keep many of the design elements from Cafe Via ~~on the~~ while removing the awning and the curtain visible on Maple. A sign will be installed above the window. The canopy will be re-wrapped with new signage. The material structure of the design facing the alley will remain as-is. All exterior seating will be beneath the canopy.
- Maintain an understated and minimal design approach. The extant millwork from Cafe Via down the center of the interior space will be preserved and used for wine storage. All the cabinetry will remain, the floors will be refinished, the tablecloths will be all-white, the light fixtures will be updated and a few of the walls will be refinished.
- Have new curtains and valences in the bar room, have an open kitchen to allow the Chefs to engage with the clientele, and the corner which previously housed a florist shop will become a large dining room because it is now part of Pernoi's lease.
- Hang millwork clouds for acoustic purposes within the restaurant. Between the Italian coast and Japan's island nature, a large part of the design inspiration was the idea of an old yacht.
- Create design elements which reflect the rich, refined nature of the food being served.
- Have opportunities for private dining, and would design the barroom to be inviting to people in the Birmingham area looking to have a drink and/or a light meal after work.

Chairman Clein told Mr. Lisk that eisenglass is now prohibited in Birmingham and recommended he work with Staff to determine another option.

Mr. Jeffares advised the applicant to be careful of the number of tables and chairs to make sure they are compliant with the ordinance.

APPROVED

Mr. DelSignore explained Pernoi is trying to avoid having diners feel very observable to the public along the front window, especially since the front of the restaurant will house the premier rooms and diners who are likely to desire some discretion. He said they would be installing a sheer drape in the front window in order to accomplish this.

Mr. Lisk explained that while the design implied there was a set of french doors would open on to two seats within the restaurant, those doors would actually remain closed and function as a window.

The Board said it looked forward to working with Pernoi to aid in compliance with the City's ordinances and to the opening of such a highly-anticipated restaurant.

APPROVED

DRAFT Planning Board Minutes
June 12, 2019

I. Special Land Use Permit Review and Final Site Plan Review

1. Request for Special Land Use Permit Review, 310 E. Maple, Pernoi (Former Café Via space) – Request for approval of a SLUP to permit a new bistro in vacant former restaurant space.

2. Request for Final Site Plan Review, 310 E. Maple, Pernoi (Former Café Via space) – Request for approval of a Final Site Plan to permit a new bistro in vacant former restaurant space.

Planning Director Ecker presented the item.

Mr. Williams liked the proposed reduction in the outdoor dining seating, noting that Café Via's outdoor dining has been somewhat crowded.

Mr. Jeffares said he was in full and enthusiastic support of the project, but noted that the City just required a different bistro assignee remain open for 57 hours a week, with pressure on that particular assignee to remain open for hours even beyond the 57 hours, when Pernoi's proposed hours a week only total 30.

Chairman Clein said Mr. Jeffares' observation was an excellent one.

Planning Director Ecker clarified it is permissible for an establishment have curtains in their windows as long as the window glass is clear. She also clarified that if this item passed the Board, she would not send the item on to the Commission until any information missing from the application was submitted to the Planning Department.

Chairman Clein said there were a number of small things missing from the application that the Board is supposed to vet before passing an item onto the Commission. He emphasized the importance of making sure the Board does a thorough job with their reviews. He acknowledged the Board's task is made more difficult when incomplete applications are submitted by applicants.

Mr. Williams concurred with Chairman Clein's concern, noting the Board has been criticized in the past for allowing applications to proceed that were not entirely complete. He said as a result his inclination would be give the applicant two weeks to submit the rest of missing information to the Board for its review before making a recommendation to the Commission on the item.

Ms. Allen, attorney for the project, apologized for her tardiness. She continued:

- The discrepancy between the indoor and outdoor closing hours is correct; the establishment would close indoors at 11:00 p.m. and would remain open outdoors until 12:00 a.m.
- The establishment would open for dining at 6:00 p.m. five days a week, and would maintain hours on Sunday and Monday for planned special events.
- Pernoi's owners are interested in extending service into the lunch hours at some point in the future.
- Pernoi would comply with the signage requirements. 'Pernoi' will likely be spelled out on the side of the proposed awning.

- Originally the request had been to transfer Café Via's bistro to Pernoi, which was recommended against by some of the Commissioners and the City Manager. As a result, the information submitted had to change significantly and the applicant, through no fault of their own, experienced substantial delays in the process compared to how the original process would have gone.
- She was very sorry that the application was submitted with any missing information. If the process had gone differently, she was sure the application would have been complete upon submission.
- She would have gotten the Board a letter the afternoon prior to the present meeting, but that she had not had the evening's meeting on her calendar because there had been substantial back-and-forth with so many aspects of the process.
- That if Pernoi's application is approved by the Planning Board tonight the establishment would not have a public hearing before the Commission until July 24, 2019, at which point the better portion of the summer has already passed.
- It is not normally her practice to have contentious interactions with City Hall, and that is not her intention now. Her goal is to advocate for her client within circumstances that were largely beyond her client's control.
- The items missed in the application absolutely should have been provided by the project's architect, and those items will be submitted to Planning Director Ecker posthaste.
- She was imploring the Board not to delay the Special Land Use Review and Final Site Plan Review for Pernoi for another two weeks, noting it would further delay the applicant's public hearing date before the Commission and would cause the applicant substantial further difficulty.
- The outdoor seating would be reduced from Café Via's 46 seats to Pernoi's proposed 26 seats.

Mr. Williams that perhaps the Chairman or another member of the Board could review, with staff, the further materials to be submitted by the applicant in order to make sure the Board's views are sufficiently represented in the process.

Chairman Clein said that among the items missing from the application there were only two that gave him pause, one being the proper dimensioning of the outdoor space, the other being materials related to the outdoors and the signage.

Planning Director Ecker and Ms. Allen clarified which submitted material samples represented which aspects of the project.

Chairman Clein then summarized that the only concerns remaining were the minimum dimensions of the outdoor seating, which will be smaller than Café Via's previous outdoor space, and the signage.

Mr. Boyle expressed concern about the ground layout of the outdoor area.

The Board largely recalled that the outdoor ground area is flat with no curb or other installations despite what the drawing seemed to indicate.

Chairman Clein recommended making it a condition of approval that the outdoor space be maintained properly in order to address Mr. Boyle's concern. He asked if the Board would consider moving forward with a carefully constructed motion since some of the Board's prior concerns had been clarified by Ms. Allen and would be included in the evening's record.

Mr. Koseck said that, excepting the curtains which were not to his preference, the project is beautifully done. He said he was inclined to allow the project to advance.

Mr. Jeffares clarified that his previous comment regarding hours was not intended to advocate for an expansion of Pernoi's hours; rather, his intention was to highlight the discrepancy between what had been required of Toast and what was being permitted to other bistro holders.

Chairman Clein said Mr. Jeffares' point was an important one for the record. He continued that he was inclined to entertain a carefully-worded motion that required, among other things, the submission of complete documentation before the application would advance to the Commission.

Ms. Allen said she would have complete information to Planning Director Ecker within 48 hours.

Chairman Clein emphasized the importance of submitting any outstanding information for the application as swiftly as possible.

Motion by Mr. Boyle
Seconded by Mr. Williams to recommend approval to the City Commission of the applicant's request for Special Land Use Permit and Final Site Plan for Pernoi to operate at 310 E. Maple, pending the following:

1. **An aerial photo of the site and at least 200 feet of the surrounding area.**
2. **Provision of a drawing of the exterior of the property indicating the finished sidewalk where the previous enclosure system existed.**
3. **Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.**
4. **Submission of a complete site plan showing all the required dimensions of the building, outdoor dining area, and pedestrian walking path prior to appearing before the City Commission.**
5. **Provision of the proposed hours of outdoor dining area.**
6. **Provision of all specifications and material samples for all outdoor furnishings, noting which selections on the interior and exterior.**
7. **Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met prior to appearing before the City Commission.**

Mr. Share noted two different motions should be made, one for the SLUP and one for the Final Site Plan, and recommended amending the motion for the Final Site Plan to include a statement that the Board reviewed the six criteria of Section 7.2.7 of the Zoning Ordinance and found that all are satisfied.

Chairman Clein acknowledged that the applicant did provide the proposed hours for outdoor dining on the record during the present meeting, and that the Board should request that those

hours be reflected in the applicant's submittal to the Commission. He added that the specifications and materials for the outdoor finishings was included in the application, but was initially difficult for the Board to discern due to unclear labelling on the part of the applicant. He recommended amending the motion to indicate that the Board has satisfied this criteria, stating that if the Board did not see these criteria as satisfied the application should not be advanced.

Mr. Boyle said he agreed that the hours were clear but that he was unsure about the specifications and materials for the outdoor finishings.

Mr. Williams agreed with Mr. Boyle.

Planning Director Ecker explained that it seemed that the material samples submitted were accurate while the drawing was mislabeled as to the indoor and outdoor chairs.

Mr. Boyle accepted that explanation.

Chairman Clein suggested that the original motion garnered no support, and that the motion be remade as two separate motions incorporating both his own and Mr. Share's comments.

Mr. Share noted that the point of #2 is to confirm that no curbing exists or is proposed to be added.

Mr. Boyle confirmed.

Chairman Clein suggested that the discussion had become convoluted, and recommended the motion be withdrawn to be replaced with a clearer motion.

Mr. Boyle withdrew his motion.

Motion by Mr. Share
Seconded by Mr. Williams to recommend approval, based on the submitted plans and material, to the City Commission of the applicant's request for a Special Land Use Permit to permit Pernoi Bistro to operate at 310 E. Maple, pending receipt of the following items and approval of those items by the Planning Department and the Chairman of the Planning Board:

1. **An aerial photo of the site and at least 200 feet of the surrounding area.**
2. **Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.**
3. **Confirmation that no existing or proposed curbing will be present in the outdoor dining area.**
4. **Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met.**

Motion carried, 7-0.

VOICE VOTE
Yeas: Share, Williams, Koseck, Clein, Jeffares, Emerine, Boyle
Nays: None

Motion by Mr. Share
Seconded by Mr. Boyle to recommend approval to the City Commission of the applicant's request for Final Site Plan, based on detailed review of the submitted materials and the satisfaction of all six requirements of Article 7, Section 7.2.7 of the zoning ordinance, to permit Pernoi Bistro to operate at 310 E. Maple, pending receipt of the following items and approval of those items by the Planning Department and the Chairman of the Planning Board:

1. **An aerial photo of the site and at least 200 feet of the surrounding area.**
2. **Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.**
3. **Confirmation that no existing or proposed curbing will be present in the outdoor dining area.**
4. **Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met.**

Motion carried, 7-0.

VOICE VOTE
Yeas: Share, Boyle, Koseck, Clein, Jeffares, Emerine, Williams
Nays: None

Mr. Share noted that the Planning Board's recommendation of approval does not mean that other City representatives will necessarily be without their own concerns about the item.

Ms. Allen confirmed she was aware of that fact.

Chairman Clein reiterated the importance of getting all the pending information to Planning Director Ecker as soon as possible.

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **June 18, 2019**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**
Aaron J. Filipski, Public Services Manager

SUBJECT: **Emergency Repairs – Vactor Truck #160**

INTRODUCTION:
City vehicle #160, a 2012 Vactor Jet sewer maintenance truck, requires emergency repairs in excess of $10,000. The Department of Public Services requested emergency authorization to proceed with the needed repairs for this critical piece of equipment.

BACKGROUND:
The Vactor Jet vacuum system fans are driven by hydraulic fluid; the hydraulic coupler that connects the fluid system to the fan assemblies recently failed, rendering the vacuum inoperable. The equipment manufacturer diagnosed the condition, and reported that the coupler component requires replacement – a specialized task for which the city's maintenance garage is not equipped.

Jack Doheny Companies of Northville, Michigan – the original manufacturer of this equipment – is able to perform this work.

LEGAL REVIEW:
This item does not require legal review.

FISCAL IMPACT:
The repair quotation totals $10,894.97. Funds for this expenditure are available in the auto equipment fund, equipment maintenance account.

SUMMARY
The Department of Public Services requests City Commission confirmation of the manager's authorization to proceed with emergency repairs related to vehicle #160.

ATTACHMENTS:
- Repair Quote – Jack Doheny Companies

SUGGESTED RESOLUTION:
To confirm the City Manager's authorization for the emergency expenditure related to the repair of vehicle #160 by Jack Doheny Companies in the amount of $10,894.97 from the Auto Equipment Fund account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.

641441
006 9330200

Remittance Address:
Jack Doheny Companies, Inc.
L-3846
Columbus, OH 43260-3846

Jack Doheny COMPANIES

Phone (248) 349-0904
Fax (248) 349-2774
www.DohenyCompanies.com

Customer BIRM001

W O R K O R D E R
** QUOTE **

Document W00868 Pg 1

6/14/19 14:54

Sold To
CITY OF BIRMINGHAM
851 SOUTH ETON
BIRMINGHAM MI 48009

Ship To
BOB
CITY OF BIRMINGHAM
851 SOUTH ETON
BIRMINGHAM MI 48009

248/530-1820 248/530-1820
FOB JDC NORTHVILLE MI FACILITY

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer P.O.
001		VA	2115J6P	12-05V-13093	000005608	4,578	DS	BIRM001

Ordr	Ship	Description	Each	Amount
		Ordered 6/14/19		
		ESTIMATE IS TO TEAR DOWN VAC SYSTEM AND REPLACE THE UNITS FLUID COUPLER.RECCOMEND RE-BALANCING THE VACUUM FANS AT THIS TIME UNITS OUTER FAN COVER WILL NEED MINOR FABRICATION WILL NEED RE-PAINT.		
1	1	1 VA 16050 C2T28 *	176.45	176.45
		REVERSE SPINNING FAN		
1	1	1 VA 47746 C1T35 *	25.75	25.75
		PILOT BEARING		
1	1	VA 48831 49A06 *	5,157.74	5,157.74
		FLUID COUPLING, 16 *SEAL KIT 48831J*		
1	1	1 VA 48831P C1T34 *	143.66	143.66
		OUTER O-RING (48831)		
3	3	3 ZZ ECOSAFE OIL *	56.99	170.97
		ISO 46; FR GALLON		
2	2	ZZ FANBALANCE *	252.65	505.30
		FAN BALANCING		

CONTINUED

SEE REVERSE SIDE FOR SALE TERMS AND CONDITIONS
PLEASE NOTE NEW REMITTANCE ADDRESS

Remittance Address:
Jack Doheny Companies, Inc.
L-3846
Columbus, OH 43260-3846

Jack Doheny COMPANIES

Phone (248) 349-0904
Fax (248) 349-2774
www.DohenyCompanies.com

Customer BIRM001

W O R K O R D E R
** QUOTE **

Document W00868

Pg 2

6/14/19 14:54

Sold To
CITY OF BIRMINGHAM
851 SOUTH ETON
BIRMINGHAM MI 48009

Ship To
BOB
CITY OF BIRMINGHAM
851 SOUTH ETON
BIRMINGHAM MI 48009

248/530-1820 248/530-1820
FOB JDC NORTHVILLE MI FACILITY

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer P.O.
001		VA	2115J6P	12-05V-13093	000005608	4,578	DS	BIRM001

Ordr	Ship	Description		Each	Amount
4	4	ZZ ISO46	*	8.65	34.60
	COTTA OIL;	GST			
		TOTAL PARTS			6,214.47
	37.00	LABOR		115.00	4,255.00
		SHOP SUPPLIES/EXPENSE			425.50
		MICHIGAN MUNICIPAL TAX EXEMPT			N/C

* Interested in receiving your invoices by email *
* For details call 800-336-4369 and ask for A/R *

Total 10,894.97

Authorized Signature Date Pulled By Checked By

SEE REVERSE SIDE FOR SALE TERMS AND CONDITIONS

PLEASE NOTE NEW REMITTANCE ADDRESS