

**BIRMINGHAM CITY COMMISSION AGENDA – REVISED**  
**JULY 8, 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:***

- Senator McMorrow
- Old Woodward Ave. Project Awards
- A reminder that the citywide Master Plan Drop-In Clinic will be open on Tuesday, July 9th and Wednesday, July 10th, from 9 a.m.-7:30 p.m. It is being held at 255 S. Old Woodward in downtown Birmingham. You are invited to stop by and learn more about the process as well as lend your voice to planning the City's next 20 years.
- The 2019 In The Park Summer Concert Series in Shain Park continues on Wednesday, July 10<sup>th</sup>, Noon - 2:00 p.m. with Siloam Pool playing soul and smooth jazz, followed at 7:00 p.m. with Steve Acho playing pop and rock.
- An information session on the Birmingham N.O.W. (North Old Woodward) Project is planned for July 16, 2019 at 6:30 p.m. at the Birmingham-Bloomfield Art Center (BBAC) located 1516 S. Cranbrook Road in Birmingham. All are invited to attend.

***Appointments:***

- A. Interviews for the Birmingham Museum Board
  - 1. Judith Keefer
- B. Appointments to the Birmingham Museum Board  
To appoint \_\_\_\_\_, as a regular member to the Birmingham Museum Board to serve a three-year term to expire July 5, 2022.
- C. Interviews for the Greenwood Cemetery Advisory Board
  - 1. Margaret Suter
  - 2. Linda Buchanan
- D. Appointments to the Greenwood Cemetery Advisory Board  
To appoint \_\_\_\_\_ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2022.  
  
To appoint \_\_\_\_\_ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2022.

E. Administration of Oath of Office to Appointees

**IV. CONSENT AGENDA**

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

- A. Resolution approved the Joint City Commission/Planning Board meeting minutes of June 17, 2019.
- B. Resolution approving the Special City Commission meeting minutes of June 20, 2019.
- C. Resolution approving the Regular City Commission meeting minutes of June 24, 2019.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated June 26, 2019 in the amount of \$671,522.58.
- E. Resolution approving the warrant list, including Automated Clearing House payments, dated July 3, 2019 in the amount of \$1,016,760.20.
- F. Resolution approving the appointment of election inspectors, absent voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the August 6, 2019 Special Election pursuant to MCL 168.674(1), setting 10:00 a.m. as the start time for the absent voter counting board, and granting the City Clerk authority to make emergency appointments of qualified candidates should circumstances warrant to maintain adequate staffing in the various precincts, counting boards and receiving boards.
- G. Resolution approving the purchase of a Lucas III Chest Compression System from Stryker out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,221.77.
- H. Resolution approving the purchase of a Stryker Power-PRO XT stretcher out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,748.37.
- I. Resolution approving the purchase of a 26-foot, enclosed, triple-axle trailer out of account number 101-336.000- 971.0100 from the fiscal year 2019-2020 budget, for \$9,375.00 from Howland's Trailer & Truck Accessories.
- J. Resolution authorizing the Mayor to sign the cost sharing agreement with Oakland County pertaining to the Local Road Improvement Matching Fund Pilot Program.
- K. Resolution setting a public hearing date of August 5, 2019 to consider amendments to Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop.
- L. Resolution authorizing the expenditure of \$10,781.85 to re-stripe the Park Street, Peabody, Pierce, and Chester Street garages using Accurate Parking Lot Services to complete the work to be paid by the Automobile Parking System.
- M. Resolution authorizing an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875 to be paid from the Automobile Parking System fund with costs distributed equally between garages as general administration and the costs for mobile application development and maintenance for a one- year monthly subscription of \$1,500 in an amount not to exceed \$18,000 through fund 585-538.001-981.0100, and directing the Mayor and Clerk to sign the agreement on behalf of the City.



## **V. UNFINISHED BUSINESS**

## **VI. NEW BUSINESS**

- A. Public Hearing of Necessity for 2019 Cape Seal Program
  - 1. Resolution determining necessity for the improvement to be known as 2019 Cape Seal Program-Public Street Improvement; further, approving the cost estimates submitted by the Department of Public Services; further, creating a special assessment district and special assessments levied in accordance with benefits against the subject properties; further that the following method of assessment be adopted: 85% of front-foot costs for improvement are assessed on all property fronting the improvement; 25% of side-foot costs for improvement are assessed on all residential property siding the improvement; 85% of side-foot costs for improvement are assessed on improved business property siding the improvement and; 25% of side-foot costs for improvement are assessed on vacant business property siding on the improvement; further, directing the City Manager to prepare the special assessment roll and present the same to the City Commission for confirmation at the public hearing on Monday, July 22, 2019 at 7:30 p.m.

- B. Master Plan Update – Charrette Summary

- C. Resolution approving the Revised 2019-2020 Planning Board Action List as provided.

**OR**

Resolution directing the Planning Board to revise their 2019-2020 Planning Board Action List to reflect the City Commission's top priorities as discussed tonight.

- D. Recommendation by GCAB to release for sale 60 additional plots in Sections B & C, bringing total allowable sales in those sections to 300, and to have GCAB review and make a recommendation on releasing additional plots when sales reach 270.

- E. Resolution approving the amendment of the Greenwood Cemetery Operational Procedures, Conditions and Regulations to reinstate Section F North as Flush Memorial Section, effective April 1, 2020.

**OR**

Resolution to maintain the current Greenwood Cemetery Operational Procedures, Conditions and Regulations allowing above ground monuments in Section F North.

## **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, to the Advisory Parking Committee.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
  - 1. Ethics Decision 2019-03
  - 2. Ethics Decision 2019-04
- D. Legislation
- E. City Staff

|                    |
|--------------------|
| <b>XI. ADJOURN</b> |
|--------------------|

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

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

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



## NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, July 8, 2019, the Birmingham City Commission intends to appoint two regular members to the Museum Board to serve three-year terms to expire July 5, 2022.

Interested parties may submit an application available at the City Clerk's office on or before noon on Wednesday, July 3, 2019. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

### Board Duties

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

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

### Applicant(s) Presented For City Commission Consideration:

| Applicant Name                      | Criteria/Qualifications  |
|-------------------------------------|--|
|                                     | <ul style="list-style-type: none"><li>• Shall be qualified electors of the City and members of the Birmingham Historical Society</li></ul> |
| Judith Keefer<br>505 E. Lincoln St. | Resident   |

### SUGGESTED ACTION:

To appoint \_\_\_\_\_ to the Museum Board as a regular member to serve a three-year term to expire July 5, 2022.



## MUSEUM BOARD

Chapter 62 - Section 62-26

Terms - Three years - expiring first Monday in July

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

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

| Last Name  | First Name | Home Business E-Mail                               | Appointed                               | Term Expires |
|------------|------------|--|---|--------------|
| Cunningham | James      | (248) 642-0333<br><i>jpc@wwrplaw.com</i>           | 6/12/2017<br>Business owner member      | 7/5/2019     |
| Dixon      | Russell    | (248) 642-2314<br><i>russswdixon@aol.com</i>       | 11/24/2003<br>Historical Society Member | 7/5/2021     |
| Haugen     | Dan        | (248) 459-0589<br><i>Daniel.L.Haugen@gmail.com</i> | 6/3/2019<br>Resident                    | 7/5/2020     |
| Keefer     | Judith     | (248) 249-0996<br><i>jlw2014@gmail.com</i>         | 7/11/2016                               | 7/5/2019     |

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

| Last Name                              | First Name      | Home Business E-Mail                                | Appointed                              | Term Expires |
|--|-----------------|---|--|--------------|
| <b>Krizanic</b><br>2450 Northlawn Blvd | <b>Tina</b>     | (248) 644-2124<br><i>tkrizanic8@gmail.com</i>       | 1/26/2015<br>Historical Society Member | 7/5/2021     |
| <b>Logue</b><br>2010 Buckingham        | <b>Marty</b>    | (248) 649-4921<br><i>gtferos@comcast.net</i>        | 9/26/2011<br>Historical Society Member | 7/5/2020     |
| <b>Rosso</b><br>355 Columbia           | <b>Caitlin</b>  | (248) 229-4227<br><i>caitlinrosso@maxbroock.com</i> | 9/21/2015<br>Historical Society Member | 7/5/2020     |
| <b>Weddell</b><br>[REDACTED]           | <b>Meredith</b> | [REDACTED]<br>[REDACTED]                            | 2/25/2019<br>Student Representative    | 12/31/2019   |

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

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Museum Board**

Year: **2019**

Members Required for Quorum: **4**

| MEMBER NAME            | JAN | JAN<br>SPEC. | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC<br>MTG | SPEC<br>MTG | Total<br>Mtgs.<br>Att. | Total<br>Absent | Percent<br>Attended<br>Available |
|------------------------|-----|--------------|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|-------------|-------------|------------------------|-----------------|----------------------------------|
| <b>REGULAR MEMBERS</b> |     |              |     |     |     |     |      |      |     |      |     |     |     |             |             |                        |                 |                                  |
| Dixon, Russ            | P   | P            | P   | P   | A   | P   |      |      |     |      |     |     |     |             |             | 5                      | 1               | 83%                              |
| Keefer, Judith         | A   | A            | A   | P   | A   | P   |      |      |     |      |     |     |     |             |             | 2                      | 4               | 33%                              |
| Krizanic, Tina         | P   | P            | P   | P   | P   | P   |      |      |     |      |     |     |     |             |             | 6                      | 0               | 100%                             |
| Logue, Marty           | A   | P            | P   | P   | P   | P   |      |      |     |      |     |     |     |             |             | 5                      | 1               | 83%                              |
| Rosso, Caitlin         | A   | P            | A   | P   | P   | P   |      |      |     |      |     |     |     |             |             | 4                      | 2               | 67%                              |
| Eaton, Lori            | P   | P            | A   | P   | P   | NA  | NA   | NA   | NA  | NA   | NA  | NA  | NA  |             |             | 4                      | 1               | 80%                              |
| Cunningham, James      | P   | P            | P   | P   | A   | P   |      |      |     |      |     |     |     |             |             | 5                      | 1               | 83%                              |
| Haugen, Dan            | NA  | NA           | NA  | NA  | NA  | NA  |      |      |     |      |     |     |     |             |             | 0                      | 0               | #DIV/0!                          |
| Reserved               |     |              |     |     |     |     |      |      |     |      |     |     |     |             |             |                        |                 |                                  |
| Present or Available   | 4   | 6            | 4   | 7   | 4   | 6   | 0    | 0    | 0   | 0    | 0   | 0   | 0   | 0           | 0           |                        |                 |                                  |

**KEY:**

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board:

Museum Board

Year: 2018

Members Required for Quorum:

4

| MEMBER NAME            | JAN | JAN SPEC. | FEB | FEB 15 SPEC | FEB 20 SPEC | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|------------------------|-----|-----------|-----|-------------|-------------|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b> |     |           |     |             |             |     |     |     |      |      |     |      |     |     |     | SEP      |          |                  |              |                            |
| Dixon, Russ            | P   | P         | A   | A           | A           | P   | P   | P   | P    | P    | P   | P    | P   | P   | P   | P        |          | 13               | 3            | 81%                        |
| Keefer, Judith         | A   | P         | P   | P           | P           | A   | P   | P   | P    | P    | P   | A    | P   | P   | A   | P        |          | 12               | 4            | 75%                        |
| Krizanic, Tina         | A   | P         | P   | P           | P           | P   | P   | P   | A    | P    | A   | P    | P   | P   | P   | P        |          | 13               | 3            | 81%                        |
| Logue, Marty           | P   | P         | P   | P           | P           | P   | P   | P   | A    | P    | P   | P    | P   | P   | P   | P        |          | 15               | 1            | 94%                        |
| Rosso, Caitlin         | P   | P         | A   | P           | P           | P   | A   | A   | P    | P    | P   | P    | A   | P   | P   | P        |          | 12               | 4            | 75%                        |
| Eaton, Lori            | P   | P         | P   | P           | P           | A   | P   | P   | P    | P    | A   | P    | P   | P   | P   | P        |          | 14               | 2            | 88%                        |
| Cunningham, James      | P   | A         | P   | P           | A           | A   | P   | P   | P    | P    | A   | P    | P   | A   | A   | A        |          | 9                | 7            | 56%                        |
| Reserved               |     |           |     |             |             |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Reserved               |     |           |     |             |             |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Present or Available   | 5   | 6         | 5   | 6           | 5           | 4   | 6   | 6   | 5    | 7    | 4   | 6    | 6   | 6   | 5   | 6        | 0        |                  |              |                            |

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- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

## ***CITY BOARD/COMMITTEE ATTENDANCE RECORD***

**Board/Committee:    Museum Board**

**Year:    2017**

| <b>MEMBER NAME</b>                            | <b>1/5</b> | <b>2/2</b> | <b>3/2</b> | <b>4/6</b> | <b>5/11</b> | <b>6/15</b> | <b>7/13</b> | <b>8/3</b> | <b>9/7</b> | <b>9/21<br/>Spec.<br/>Mtg.</b> | <b>10/5</b> | <b>11/2</b> | <b>12/7</b> | <b>Total<br/>Mtgs.<br/>Att.</b> | <b>Total<br/>Absent</b> | <b>Percent<br/>Attend</b> |
|---|------------|------------|------------|------------|-------------|-------------|-------------|------------|------------|--------------------------------|-------------|-------------|-------------|---------------------------------|-------------------------|---------------------------|
| <b>REGULAR MEMBERS</b>                        |            |            |            |            |             |             |             |            |            |                                |             |             |             |                                 |                         |                           |
| Cristbrook, James                             | P          | P          | P          | A          | na          | na          | na          | na         | na         | na                             | na          | na          | na          | 3                               | 1                       | 75%                       |
| Dixon, Russ                                   | P          | A          | A          | P          | P           | P           | P           | P          | A          | A                              | P           | A           | P           | 8                               | 5                       | 62%                       |
| Maricak, Gretchen                             | A          | A          | A          | A          | na          | na          | na          | na         | na         | na                             | na          | na          | na          | 0                               | 4                       | 0%                        |
| Keefer, Judith                                | A          | P          | A          | P          | P           | P           | P           | A          | P          | P                              | A           | P           | P           | 9                               | 4                       | 69%                       |
| Krizanic, Tina                                | P          | P          | P          | P          | P           | P           | P           | P          | P          | P                              | P           | P           | P           | 13                              | 0                       | 100%                      |
| Logue, Marty                                  | P          | A          | P          | P          | P           | P           | P           | P          | P          | P                              | P           | P           | P           | 12                              | 1                       | 92%                       |
| Rosso, Caitlin                                | P          | P          | P          | P          | A           | P           | P           | P          | P          | P                              | A           | P           | A           | 10                              | 3                       | 77%                       |
| Eaton, Lori                                   | na         | na         | na         | na         | na          | A           | P           | A          | P          | P                              | P           | P           | P           | 6                               | 2                       | 75%                       |
| Cunningham, James                             | na         | na         | na         | na         | na          | P           | P           | P          | A          | P                              | P           | A           | A           | 5                               | 3                       | 63%                       |
|   |            |            |            |            |             |             |             |            |            |                                |             |             |             | 0                               | 0                       | #DIV/0!                   |
|   |            |            |            |            |             |             |             |            |            |                                |             |             |             | 0                               | 0                       | #DIV/0!                   |
| <b>ALTERNATES</b>                             |            |            |            |            |             |             |             |            |            |                                |             |             |             |                                 |                         |                           |
| Museum Board does not have alternate members. |            |            |            |            |             |             |             |            |            |                                |             |             |             |                                 |                         |                           |
|   |            |            |            |            |             |             |             |            |            |                                |             |             |             |                                 |                         |                           |
| Members in attendance                         | 5          | 4          | 4          | 5          | 4           | 6           | 7           | 5          | 5          | 6                              | 5           | 5           | 5           |                                 |                         |                           |

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



## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: Museum Board

Year: 2016

| MEMBER NAME            | 1/7 | 2/4 | 3/3 | 4/7 | 4/27 | 5/5 | 6/2 | 6/22 | 9/1 | 10/6 | 11/10 | Total<br>Mtgs.<br>Att. | Total<br>Absent | Percent<br>Attend |
|------------------------|-----|-----|-----|-----|------|-----|-----|------|-----|------|-------|------------------------|-----------------|-------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |     |      |     |     |      |     |      |       |                        |                 |                   |
| Dixon                  | P   | P   | P   | P   | P    | P   | P   | P    | P   | P    | P     | 11                     | 0               | 100%              |
| Krizanic               | P   | P   | P   | A   | P    | P   | A   | P    | P   | P    | P     | 9                      | 2               | 82%               |
| Logue                  | P   | P   | P   | P   | P    | P   | P   | P    | P   | P    | P     | 11                     | 0               | 100%              |
| Maricak                | P   | P   | P   | P   | A    | A   | A   | A    | A   | A    | A     | 4                      | 7               | 36%               |
| Montgomery             | P   | P   | A   | P   | A    | P   | P   | P    | n/a | n/a  | n/a   | 6                      | 2               | 75%               |
| Rosso                  | P   | P   | A   | P   | P    | P   | P   | A    | A   | P    | P     | 8                      | 3               | 73%               |
| Wilmot                 | P   | P   | P   | P   | P    | A   | A   | A    | n/a | n/a  | n/a   | 5                      | 3               | 63%               |
| Keefer                 | n/a | n/a | n/a | n/a | n/a  | n/a | n/a | n/a  | P   | P    | P     | 3                      | 0               | 100%              |
| Cristbrook             | n/a | n/a | n/a | n/a | n/a  | n/a | n/a | n/a  | n/a | n/a  | P     | 1                      | 0               | 100%              |
| Members in attendance  | 7   | 7   | 5   | 6   | 5    | 5   | 4   | 4    | 4   | 5    | 6     |                        |                 |                   |

**KEY: A = Absent**

**P = Present**

**NM = No Meeting**

**N/A = Not a Member at the time**



RECEIVED BY

JUN 13 2019

## OFFICE USE ONLY

Meets Requirements? ☒ Yes ☐ NoWill Attend / ☒ Unable to Attend

## APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Museum BoardSpecific Category/Vacancy on Board Renew membershipName Judith KeeperPhone 248 249 0996Residential Address 505 E Lincoln StEmail JLWK 2014@gmail.comResidential City, Zip Birmingham 48009Length of Residence 8 years

Business Address \_\_\_\_\_

Occupation retired speech therapist

Business City, Zip \_\_\_\_\_

antiques dealer

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

having served on the board, I wish to continue to assist in completing our project of the Heritage ZoneList your related employment experience owner of antiques business for over 20 yearsList your related community activities Citizens Academy, member of museum board, Delusion pole QuakersList your related educational experience graduate of Michigan State University (BA) and University of Michigan (PhD) (MA)To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: noDo you currently have a relative serving on the board/committee to which you have applied? noAre you an elector (registered voter) in the City of Birmingham? yesSignature of Applicant Judith KeeperDate 6/7/19Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to [cmynsberge@bhamgov.org](mailto:cmynsberge@bhamgov.org) or by fax to 248.530.1080.

Updated 8/16/17



## **NOTICE OF INTENTION TO APPOINT TO THE GREENWOOD CEMETERY ADVISORY BOARD**

At the regular meeting of Monday, July 8, 2019 the Birmingham City Commission intends to appoint two regular members to the Greenwood Cemetery Advisory Board to serve three-year terms to expire July 6, 2022.

Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.

Interested citizens may submit a form available at the City Clerk's Office on or before noon on Wednesday, July 3, 2019. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

### Committee Duties

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

1. Modifications. As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements. As to what capital improvements should be made to the cemetery. Future Demands. As to how to respond to future demands for cemetery services.
3. Day to Day Administration. The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee.
4. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

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

Applicant(s) Presented for City Commission Consideration:

| <b>Applicant Name</b>           | <b>Criteria/Qualifications</b><br>Must be a resident of Birmingham and insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. |
|---------------------------------|---|
| Linda Buchanan<br>1280 Suffield | Resident<br>Family member interred in Cemetery. Owner of burial site.   |
| Margaret Suter<br>1795 Yosemite | Resident<br>Family member interred in Cemetery. Owner of burial site.   |

**SUGGESTED RESOLUTION:**

To appoint\_\_\_\_\_ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2022.

To appoint\_\_\_\_\_ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2022.



# GREENWOOD CEMETERY ADVISORY BOARD

Resolution No. 10-240-14 October 13, 2014.

The Greenwood Cemetery Advisory Board shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The City Manager or his/her designee shall serve as ex official, non-voting members of the Board.

Term: Three years.

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

1. Modifications. As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements. As to what capital improvements should be made to the cemetery.
3. Future Demands. As to how to respond to future demands for cemetery services.
4. Day to Day Administration. The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee.
5. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

| Last Name | First Name | Home Address                | Home Business E-Mail                       | Appointed                                       | Term Expires |
|-----------|------------|-----------------------------|--|---|--------------|
| Buchanan  | Linda      | 1280 Suffield<br>Birmingham | 48009<br><br><i>rlb4149@yahoo.com</i>      | 12/14/2015<br>Vice-Chairperson                  | 7/6/2019     |
| Desmond   | Kevin      | 759 Hazelwood<br>Birmingham | 48009<br><br><i>kdesmond@ajdesmond.com</i> | 11/24/2014<br>Cemetery or funeral professional. | 7/6/2020     |

| <b>Last Name</b>                              | <b>First Name</b>        | <b>Home Business</b>                                 | <b>Appointed</b>  | <b>Term Expires</b> |
|---|--------------------------|--|---|---------------------|
| <b>Home Address</b>                           |                          | <b>E-Mail</b>  |   |                     |
| <b>Gehring</b><br>1108 W. Maple<br>Birmingham | <b>Darlene</b><br>48009  | (248) 540-8061<br><br><i>maplepro@comcast.net</i>    | 11/24/2014<br>Chairperson<br>Person familiar with and interested in the history of Birmingham.  | 7/6/2020            |
| <b>Peterson</b><br>1532 Melton<br>Birmingham  | <b>Linda</b><br>48009    | (248) 203-9010<br><br><i>lpeterson02@comcast.net</i> | 11/24/2014<br>Family member interred in cemetery; owner of burial site and intending to be interred in Greenwood; person familiar with and interested in the history of Birmingham. | 7/6/2021            |
| <b>Schreiner</b><br>591 Bird<br>Birmingham    | <b>Laura</b><br>48009    | (248) 593-0335<br><br><i>laschreiner@yahoo.com</i>   | 11/24/2014<br>owner of burial site in Greenwood; person familiar with and interested in the history of Birmingham.  | 7/6/2021            |
| <b>Stern</b><br>1090 Westwood<br>Birmingham   | <b>George</b><br>48009   | (248) 345-2750<br><br><i>sterngeo@aol.com</i>        | 11/24/2014<br>Person familiar with and interested in the history of Birmingham; person with experience in landscape architecture, horticulture, or law.                             | 7/6/2021            |
| <b>Suter</b><br>1795 Yosemite<br>Birmingham   | <b>Margaret</b><br>48009 | (248) 644-5925<br><br><i>maasuter@gmail.com</i>      | 5/23/2016<br>owns a plot, relative buried in Greenwood Cemetery   | 7/6/2019            |

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board**      Year: **2019**

Members Required for Quorum: **4**

| MEMBER NAME            | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Linda Buchanan         | NM  | P   | A   | P   | NM  | P    |      |     |      |     |     |     |          |          | 3                | 1            | 75%                        |
| Kevin Desmond          | NM  | P   | P   | A   | NM  | A    |      |     |      |     |     |     |          |          | 2                | 2            | 50%                        |
| Darlene Gehringer      | NM  | P   | P   | P   | NM  | P    |      |     |      |     |     |     |          |          | 4                | 0            | 100%                       |
| Linda Peterson         | NM  | P   | P   | P   | NM  | P    |      |     |      |     |     |     |          |          | 4                | 0            | 100%                       |
| Laura Schreiner        | NM  | P   | P   | P   | NM  | P    |      |     |      |     |     |     |          |          | 4                | 0            | 100%                       |
| George Stern           | NM  | P   | P   | P   | NM  | P    |      |     |      |     |     |     |          |          | 4                | 0            | 100%                       |
| Margaret Suter         | NM  | P   | P   | P   | NM  | P    |      |     |      |     |     |     |          |          | 4                | 0            | 100%                       |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Present or Available   | 0   | 7   | 6   | 6   | 0   | 6    | 0    | 0   | 0    | 0   | 0   | 0   | 0        | 0        |                  |              |                            |

**KEY:**    **A** = Member absent  
           **P** = Member present or available  
           **CP** = Member available, but meeting canceled for lack of quorum  
           **CA** = Member not available and meeting was canceled for lack of quorum  
           **NA** = Member not appointed at that time  
           **NM** = No meeting scheduled that month  
           **CM** = Meeting canceled for lack of business items

*J. Cherilynn Mynsberge*

**Department Head Signature**

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board**      Year: **2018**  
 Members Required for Quorum: **4**

| MEMBER NAME            | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | SPEC MTG | SPEC MTG | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|----------|----------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |     |     |      |      |     |      |     |     |     |          |          |                  |              |                            |
| Linda Buchanan         | A   | P   | CA  | P   | P   | P    | P    | NM  | P    | P   | NM  | P   |          |          | 8                | 2            | 80%                        |
| Kevin Desmond          | A   | A   | CA  | P   | A   | P    | A    | NM  | A    | A   | NM  | A   |          |          | 2                | 8            | 20%                        |
| Darlene Gehringer      | P   | A   | CA  | P   | A   | P    | P    | NM  | P    | P   | NM  | P   |          |          | 7                | 3            | 70%                        |
| Linda Peterson         | P   | A   | CP  | P   | P   | A    | P    | NM  | P    | A   | NM  | P   |          |          | 6                | 3            | 67%                        |
| Laura Schreiner        | P   | P   | CA  | P   | A   | P    | P    | NM  | P    | P   | NM  | P   |          |          | 8                | 2            | 80%                        |
| George Stern           | P   | P   | CP  | P   | P   | A    | P    | NM  | P    | A   | NM  | P   |          |          | 7                | 2            | 78%                        |
| Margaret Suter         | P   | P   | CP  | P   | P   | P    | P    | NM  | P    | P   | NM  | P   |          |          | 9                | 0            | 100%                       |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Reserved               |     |     |     |     |     |      |      |     |      |     |     |     |          |          | 0                | 0            |                            |
| Present or Available   | 5   | 4   | 3   | 7   | 4   | 5    | 6    | 0   | 6    | 4   | 0   | 6   | 0        | 0        |                  |              |                            |

**KEY:**      **A** = Member absent  
               **P** = Member present or available  
               **CP** = Member available, but meeting canceled for lack of quorum  
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*J. Cherilynn Mynsberge*

**Department Head Signature**




## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Greenwood Cemetery Advisory Board**

Year: **2017**

| MEMBER NAME            | 1/6 | 2/3 | 3/3 | NM | 5/5 | NM | 7/21 | 8/4 | NM | 10/6 | 11/17 | 12/8 | 12/15<br>Spec. | Total<br>Mtgs.<br>Att. | Total<br>Absent | Percent<br>Attend |
|------------------------|-----|-----|-----|----|-----|----|------|-----|----|------|-------|------|----------------|------------------------|-----------------|-------------------|
| <b>REGULAR MEMBERS</b> |     |     |     |    |     |    |      |     |    |      |       |      |                |                        |                 |                   |
| Linda Buchanan         | P   | P   | P   |    | A   |    | P    | P   |    | P    | P     | P    | P              | 9                      | 1               | 90%               |
| Kevin Desmond          | P   | P   | P   |    | P   |    | P    | A   |    | A    | P     | A    | P              | 7                      | 3               | 70%               |
| Darlene Gehringer      | P   | P   | P   |    | P   |    | P    | P   |    | A    | P     | P    | P              | 9                      | 1               | 90%               |
| Linda Peterson         | A   | P   | P   |    | P   |    | P    | A   |    | P    | P     | P    | P              | 8                      | 2               | 80%               |
| Laura Schreiner        | A   | P   | P   |    | P   |    | A    | P   |    | P    | A     | A    | P              | 6                      | 4               | 60%               |
| George Stern           | P   | P   | P   |    | P   |    | A    | P   |    | P    | A     | P    | P              | 8                      | 2               | 80%               |
| Margaret Suter         | P   | P   | P   |    | P   |    | A    | P   |    | P    | P     | P    | P              | 9                      | 1               | 90%               |
| Reserved               |     |     |     |    |     |    |      |     |    |      |       |      |                | 0                      | 0               | #DIV/0!           |
| Reserved               |     |     |     |    |     |    |      |     |    |      |       |      |                | 0                      | 0               | #DIV/0!           |
| Members in attendance  | 5   | 7   | 7   |    | 6   |    | 4    | 5   |    | 5    |       |      | 7              |                        |                 |                   |

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

  
 Department Head Signature

## *CITY BOARD/COMMITTEE ATTENDANCE RECORD*

Board/Committee: **Greenwood Cemetery Advisory Board**

Year: **2016**

| MEMBER NAME            | 2/5 | 4/1 | 5/27 | 6/3 | 7/8 | 9/2 | 9/30 | 10/14 | 12/9 | NM | NM | NM | Total Mtgs. Att. | Total Absent | Percent Attend |
|------------------------|-----|-----|------|-----|-----|-----|------|-------|------|----|----|----|------------------|--------------|----------------|
| <b>REGULAR MEMBERS</b> |     |     |      |     |     |     |      |       |      |    |    |    |                  |              |                |
| Linda Buchanan         | P   | P   | P    | P   | P   | P   | P    | P     | P    | NM | NM | NM | 9                | 0            | 100%           |
| Kevin Desmond          | P   | A   | A    | P   | P   | A   | A    | A     | A    | NM | NM | NM | 3                | 6            | 33%            |
| Darlene Gehringer      | P   | P   | P    | P   | P   | P   | P    | A     | P    | NM | NM | NM | 8                | 1            | 89%            |
| Linda Peterson         | A   | P   | P    | P   | A   | P   | A    | P     | A    | NM | NM | NM | 5                | 4            | 56%            |
| Laura Schreiner        | A   | P   | P    | P   | P   | P   | P    | P     | P    | NM | NM | NM | 8                | 1            | 89%            |
| George Stern           | P   | P   | P    | P   | P   | P   | P    | P     | P    | NM | NM | NM | 9                | 0            | 100%           |
| Barbara Thurber        | A   | A   | na   | na  | na  | na  | na   | na    | na   | na | NM | NM | 0                | 2            | 0%             |
| Margaret Suter         | na  | na  | P    | P   | P   | P   | P    | P     | P    | NM | NM | NM | 7                | 0            | 100%           |
| Reserved               |     |     |      |     |     |     |      |       |      |    |    |    | 0                | 0            | #DIV/0!        |
|                        |     |     |      |     |     |     |      |       |      |    |    |    |                  |              |                |
|                        |     |     |      |     |     |     |      |       |      |    |    |    |                  |              |                |
| <b>ALTERNATES</b>      |     |     |      |     |     |     |      |       |      |    |    |    |                  |              |                |
| Member 1               | na  | na  | na   | na  | na  | na  | na   | na    | na   | na | na | na | 0                | 0            | #DIV/0!        |
| Member 2               | na  | na  | na   | na  | na  | na  | na   | na    | na   | na | na | na | 0                | 0            | #DIV/0!        |
| Reserved               |     |     |      |     |     |     |      |       |      |    |    |    | 0                | 0            | #DIV/0!        |
| Reserved               |     |     |      |     |     |     |      |       |      |    |    |    | 0                | 0            | #DIV/0!        |
|                        |     |     |      |     |     |     |      |       |      |    |    |    |                  |              |                |
| Members in attendance  | 4   | 5   | 6    | 7   | 6   | 6   | 5    | 5     | 5    | 0  | 0  | 0  |                  |              |                |

**KEY: A = Absent**

**P = Present**

**NM = No Meeting**

**na = not appointed at that time**

**Department Head Signature**



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

## APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest GREENWOOD CEMETERY ADVISORY BOARD  
Specific Category/Vacancy on Board BOARD MEMBER

Name MARGARET SUTER

Phone 248-644-5925

Residential Address 1795 YOSEMITE BLVD.

Email maasuter@gmail.com

Residential City, Zip BIRMINGHAM, 48005

Length of Residence 41+ YEARS

Business Address na

Occupation Retired Banker

Business City, Zip na

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied  
I OWN A PLOT IN THE CEMETERY, MY HUSBAND IS BURIED THERE.  
I HAVE BUSINESS EXPERIENCE IN THE BANKING / FINANCIAL FIELDS

List your related employment experience Commercial Lending - Acquisition + Development Loans

List your related community activities THREE YEAR TERM ON THE GREENWOOD CEMETERY ADVISORY BOARD - 2016-2019

List your related educational experience B.S. BUSINESS - WALSH COLLEGE

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

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

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

Margaret A Suter  
Signature of Applicant

7 June 2018  
Date

RECEIVED BY

JUN 25 2019

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

## APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest GREENWOOD CEMETERY ADVISORY BOARD

Specific Category/Vacancy on Board MEMBER

Name LINDA G. BUCHANAN

Phone 248-646-3297

Residential Address 1280 SUFFIELD

Email RLB4149@YAHOO.COM

Residential City, Zip BIRMINGHAM 48009

Length of Residence 50+ YEARS

Business Address -

Occupation RETIRED

Business City, Zip -

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I HAVE A LOVE OF LOCAL HISTORY AND CONTINUALLY TRY TO PRESERVE THE HISTORICAL SERENITY OF Greenwood Cemetery. DURING MY PAST TENURE (2016-2019) I DEMONSTRATED MY →

List your related employment experience TEACHER - WARREN FITZGERALD PUBLIC SCHOOLS

List your related community activities MEMBER OF 1) FRIENDS OF B'HAM MUSEUM 2) FRIENDS OF BALDWIN LIBRARY 3) TROY HIST. SOC 4) NEXT 5) BALDWIN HOUSE DIRECTORS BOARD 6) COMMITTEE (MUSEUM) TO REDESIGN SELF GUIDED WALKING TOUR FOR CEMETERY

List your related educational experience B.A. AND GRADUATE STUDIES IN EDUCATION FROM MICH. STATE UN.

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

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

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

Linda G. Buchanan  
Signature of Applicant

6-25-19  
Date

**BIRMINGHAM CITY COMMISSION /  
PLANNING BOARD JOINT WORKSHOP SESSION  
JUNE 17, 2019  
DPS FACILITY, 851 SOUTH ETON  
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**

Commission

ROLL CALL:

Present:

Mayor Bordman  
Commissioner DeWeese  
Commissioner Harris  
Commissioner Hoff  
Commissioner Nickita  
Commissioner Sherman

Absent:

Mayor Pro Tem Boutros

Planning Board

ROLL CALL:

Present:

Chairman Scott Clein  
Robin Boyle  
Stuart Jeffares  
Nasseem Ramin, alternate  
Daniel Share  
Janelle Whipple-Boyce  
J. Bryan Williams

Absent:

Jason Emerine, alternate  
Bert Koseck  
Sophia Trimble, student representative  
John Utley, student representative

Administration: City Manager Valentine, Deputy City Clerk Arft, Planning Director Ecker, Building Official Johnson, City Planner Cowan

**III. ITEMS FOR DISCUSSION**

City Manager Valentine said the objective tonight was to provide discussion items in order to clarify how the City should move forward on the following issues.

A. Current Issues:

**1. Discussion on solar panel regulations**

Planning Director Ecker reviewed the item. She emphasized that solar panel can now be integrated, so that aesthetics are not as big an issue. In reply to Commissioner Hoff, Planning Director Ecker stated that in the past six months there have been eight requests for solar panels. Residents have been paying a fee of \$400 for design review plus a sign bond of \$100 if the solar

panels are going to be installed on the front of their homes, and have been paying \$100 for an administrative review if the solar panels are to be installed on the back of their homes.

Planning Director Ecker confirmed for Commissioner DeWeese that comments from the public have been positive.

Commissioner Nickita stated his only concern would be obtrusive-looking solar panels, which he said would be caught by staff during administrative review. He suggested that those examples could be brought to the Planning Board for review, while the more subtle installations could be administratively approved.

Mr. Jeffares said solar panels are part of the future of ecologically-sustainable building, and that Birmingham should be doing whatever it can within reason to encourage their use. He also mentioned that currently the shingle model of solar panels are twice as expensive as the panel models and are one-third less effective. He said he anticipates the shingle model of solar panels will become more efficient over time.

Seeing no public comment, Mayor Bordman acknowledged consensus that the Planning Board should re-study the issue.

Chairman Clein asked whether the Planning Board should be studying the application process for solar panels or the design standards.

City Manager Valentine said the Commission would be formally amending the Planning Board action list in the near future to provide specific direction on any recommended study items from this meeting.

Mayor Bordman expressed appreciation for Chairman Clein's clarifying question, and said she would personally like to see both topics studied though the final study direction would come from the Commission as a whole.

## **2. Discussion on enclosing balconies, patios and terraces**

Planning Director Ecker presented the item. She clarified for Commissioner Hoff that some of these situations are being enclosed as three-season rooms and some are not.

Commissioner Hoff observed that the changes being made to these buildings were reasonably significant as they resulted in a change of the building footprint.

In reply to Commissioner Harris, Planning Director Ecker stated the President of the Crosswinds association has called the Planning Department multiple times to express his displeasure with these enclosures. She noted that despite the President's displeasure the same association did vote to allow these enclosures on their building. She stated this has been the only contact the City has received from the public on the matter.

Commissioner Nickita said while these examples happen to be high-quality, if the City allows enclosures in general the results could also be of lower quality. He said the City must create appropriate design standards for these enclosures, must consider the footprint expansion these

enclosures can represent, and must consider the impact on the owners of neighboring condominiums as these enclosures would suddenly significantly impair their view.

Commissioner DeWeese said that any enclosures should be required to equal or improve upon the quality and aesthetic of the building they are being added to. He said that enclosures which add to the footprints of buildings, are prominent in some way, or are over public space should also be carefully reviewed. More minor changes could be administratively reviewed.

Planning Director Ecker confirmed that the City's process is to administratively review minor changes of these types and to receive Planning Board review for more significant changes.

Commissioner DeWeese reiterated that the quality of the enclosure and the size of impact should also be key considerations for whether a project is administratively reviewed or is sent to the Planning Board.

Commissioner Hoff emphasized the need to review the likely impact of enclosure installations on neighbors in multi-family buildings and the zoning impacts that could result from adding enclosures to balconies of single-family homes.

Mr. Share said it would also be necessary to consider whether these enclosures face courtyards or streets in terms of determining their potential impact.

Mayor Bordman observed the consensus to have the Planning Board study the issue.

### **3. Discussion on criteria for Administrative Approval process**

Planning Director Ecker presented the item.

City Manager Valentine said this item stemmed from the perception that there should be more public input regarding what might be a minor or major change to a building.

Commissioner Nickita suggested the ordinance languages could be amended to ensure items which have a history of public engagement go through the Planning Board review process, while more minor items can continue to be administratively reviewed.

Commissioner Hoff noted the subjective nature of deciding what is a minor or major change. She stated her inclination would be to provide a way for neighbors to share their opinions.

In reply to Commissioner Hoff, Planning Director Ecker explained that if a change is not administratively approved a property owner would have the right to go to the Planning Board for a site plan review. She also explained that, while there was a situation regarding a development on Frank Street where there was a lot of dialogue between the neighbors and the developer, none of the neighbors ever attended the site plan review discussions. Because no neighbors attended the preliminary or the final site plan reviews, their interests were not presented to the City in the form of whatever possible tacit agreement the neighbors and the developer may have made.

In reply to Commissioner Harris, Planning Director Ecker stated that administratively approved changes are not listed by addresses in the Planning Board agendas, even though the documentation is included in the Planning Board agenda packets. She said including the addresses

that are being administratively approved as part of the Planning Board agendas would be worth considering.

Mr. Boyle said that these applications should be available to the public as a live portable document format (PDF) so that they could be filled out on the computer. He noted that receiving handwritten applications makes review of these items very challenging.

Mayor Bordman said Mr. Boyle's suggestion was a good one and hoped it would be easy for the City to implement. She stated the Planning Board should not have to waste its time trying to decipher handwriting on these documents.

Mayor Bordman continued, echoing Commissioner Hoff's observation that the difference between a minor and major change is subjective. The Mayor shared her confidence in staff's ability to differentiate between more mundane and more controversial changes, but she also noted that sometimes a seemingly mundane change could end up being controversial in a way staff could not anticipate. She asked the Commissioners whether this item should be further considered by the Commission or whether it should remain as-is for now.

Ms. Whipple-Boyce explained that in her 12 years as a Planning Board member, she had never seen an administrative approval inappropriately issued. She said staff solicits Planning Board input when an item is even remotely unusual. Besides for the occasional difficulty of deciphering handwriting, Ms. Whipple-Boyce said she had never seen an issue with the process as it stands, and was surprised to see the topic on the evening's agenda.

Mayor Bordman said her inclination was to leave the process as-is, as hundreds of administrative approvals are performed every year and only one has ever yielded public critique.

Commissioner Sherman said he would be inclined to agree with Mayor Bordman but there seemed to be a difference of opinion regarding what should be subject to design review. He suggested further study of this item could be combined with the discussion of enclosures to clarify what changes are substantial enough to receive design review.

#### **4. Discussion on Master Plan charrette and draft of key proposals**

Mayor Bordman asked all commenters to bear in mind that these proposals are still in draft form. There will be further opportunities for citizen input, including another upcoming master plan survey, which will be integrated into the final proposals the master planning team will make.

City Manager Valentine agreed with Mayor Bordman, emphasizing that this is a chance for the Commission and the Planning Board to discuss their observations regarding what they have heard from the master plan process so far.

Planning Director Ecker acknowledged representatives from the Master Plan team present at the meeting.

Chairman Clein said the Master Plan team was doing an excellent job so far. He observed that the master plan process is still in its early phases but has been producing useful information.

Mr. Jeffares told the meeting about a number of projects running in Traverse City, MI to increase its attainable housing stock. Traverse City defines attainable housing as housing appropriate for



people making 60% of the area median income. He explained one of their approaches is a program called PILOT, or Payment In Lieu of Taxes. In that program, a developer sets a lower rent for a certain number of their units and then pays a lump sum payment to Traverse City that is lower than paying property taxes on each unit. Another approach has been for residential developers to purchase a number of parking permits in the City's parking garages in order to provide residences with parking. Mr. Jeffares said he was encouraged by Traverse City's efforts, and said he is excited about Birmingham's continued efforts towards increasing attainable housing for its downtown.

Commissioner Nickita concurred with Chairman Klein, noting that both the charrettes and the master plan process have been well-publicized. He noted that proposed changes to Birmingham's residential parking requirements are being focused on in an attempt to increase Birmingham's attainable housing availability. Having spent the five days prior to this meeting in Louisville, KY with the Congress for New Urbanism (CNU), Commissioner Nickita explained many communities around the country are also attempting to diversify their housing stock. He noted many communities are also focusing on reducing their residential parking requirements in order to broaden the housing types available, and are doing so even more intensively than Birmingham has up to this point.

In response to the concern that developers would not develop residential housing without parking, Commissioner Nickita stated that many communities at CNU have experienced no problems in that area. Buffalo, NY, for instance, has seen great success in attracting new development since the City did away with all parking requirements, for residential and commercial uses, in 2017. While acknowledging that the Buffalo, NY changes are an extreme case, Commissioner Nickita emphasized the benefits Birmingham will likely see from considering new parking ordinance possibilities for the future.

Commissioner DeWeese said he would like to hear ways Birmingham could use other types of non-parking related zoning to incentivize increased development of residential housing stock in the downtown. For example, Commissioner DeWeese suggested a developer could be permitted to create an additional floor beyond the zoning allowances, while maintaining the overall building height, if every floor above the first was developed as residential. This would increase the density of the residences in the building, which would then decrease the costs of each residence.

Mr. Boyle summarized the national attention the Minneapolis 2040 city plan is getting, emphasizing that while their solutions cannot be Birmingham's solutions due to various differences between the municipalities, Minneapolis is grappling with similar goals of increasing both housing diversity and density. Mr. Boyle strongly recommended those present read "Americans Need More Neighbors", a piece by the New York Times editorial board from the June 15, 2019 issue, which explored the Minneapolis City Council's efforts to expand housing options. He concluded by saying he has been truly impressed by Birmingham's Master Plan team.

Mr. Share encouraged those present to be mindful of the Master Plan draft recommendation that Birmingham neighborhoods should be encouraged to each determine their own character, rather than having goals imposed on them by the City's government and committees. Secondly, Mr. Share noted that the Master Plan team found Birmingham had plenty of opportunity for increased residential density in the downtown without raising building heights. Given that, he drew attention to the issue of D5 zoning at Brown and S. Old Woodward, stating that if that area were to be rezoned, adjacent areas could also be rezoned, thus increasing building heights in the downtown

despite the draft finding that Birmingham building heights could remain as-is. He suggested that the Master Plan team could possibly look at that area and advise the City on how to proceed.

Mayor Bordman agreed, citing Mr. Duany's recommendation that Birmingham maintain its building height ordinances. She then invited public comment.

Lisa Brody explained that office space is often described as more plentiful than residential space in Birmingham. She suggested that it is not a surplus of office space causing the increase in people working in the City, but rather a change in office utilization resulting in the increase of the number of individuals usually sharing a single office. As an example, she explained that her office traditionally held three employees, where it now has nine employees working there at various times. She said she sees a similar trend in office usage across Birmingham's downtown.

Mayor Bordman thanked Ms. Brody for her comment.

#### **5. Review of Planning Board Action List**

Planning Director Ecker reviewed the item.

Commissioner Hoff said she would like to see the balconies and terraces made a higher priority on the action list.

Commissioner Sherman said a number of items from the evening's discussion were on hold pending the Master Plan. He said an interim action list would be appropriate to prepare.

Mayor Bordman agreed with Commissioner Sherman.

#### **IV. PUBLIC COMMENT**

There was no public comment.

#### **V. ADJOURN**

Mayor Bordman adjourned the meeting at 8:35 p.m.

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

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

**BIRMINGHAM CITY COMMISSION MINUTES**  
**JUNE 20, 2019**  
**WORKSHOP**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:00 P.M.**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Mayor Patty Bordman called the meeting to order at 7:04 PM.

**II. ROLL CALL**

|            |          |  |
|------------|----------|--|
| ROLL CALL: | Present: | Mayor Bordman<br>Commissioner Harris (arrived at 7:09 p.m.)<br>Commissioner Hoff<br>Commissioner Nickita<br>Commissioner Sherman |
|            | Absent:  | Mayor Pro Tem Boutros<br>Commissioner DeWeese  |

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, Police Chief Clemence, City Clerk Mynsberge

Also Present: Joe Fazio, Attorney with Miller Canfield

**III. BUSINESS**

**06-152-19 REVIEW OF PROPOSED NEW PARKING STRUCTURE AND STREET PLAN, PROJECT PRICING AND CONSTRUCTION AGREEMENT.**

Mr. Victor Saroki, Saroki Architecture, and member of Woodward Bates Partners, gave a brief overview of the design status and said he will also highlight items included in the Guaranteed Maximum Price (GMP). Mr. Saroki noted many consultants and design professionals are working on this project and introduced those present tonight:

- Ron Bojee, Bojee Group
- Representatives, Waldbridge Aldinger, LLC
- Paul Robertson
- Rich and Associates, Parking Consultant/Engineer
- Michael Dual, Landscape Architect
- Atwell Civil Engineering
- Bob Zieglerman, Luke and Bach Zieglerman Gardener

Included in the GMP:

- Parking Structure Project 1A
- Bates Street extension
- Small surface parking lot directly behind the First Baptist Church
- Streetscape
- Trees
- Benches
- Utility realignment

The Parking Structure is based on Alternate #3 as discussed at the May 6, 2019 City Commission meeting. Detailed drawings have been developed, and Alternate #3 is planned as follows:

- Three (3) levels of parking below ground and seven (7) levels of parking above ground, for a total of 1,142 parking spaces.
- Eight (8) spaces in the small surface lot.
- Nine (9) parallel parking spaces on the Bates Street extension.
- There will be 1,159 spaces overall, which is a net gain of 414 parking spaces.

Mr. Saroki explained:

- The plaza is in Phase 2 along with Building #4 and Building #5.
- Building #2 is the proposal for RH on North Old Woodward.
- In working with the adjacent neighbors, it became obvious that it was important for the Montessori school to have a small surface lot of approximately eight (8) spaces and a circular drive to facilitate drop off and pick-up of students.
- The parking mitigation plan includes a temporary shuttle station with small buses entering and exiting on Bates.
- The three parking levels below ground have mechanical ventilation and fire suppression. Two thirds of the structure is flat, with a portion on the alley sides that slopes.

In response to questions from Commissioner Hoff:

- City Manager Valentine explained current permit holders will be relocated to a number of off-site parking options while the parking structure is demolished and rebuilt. Shuttles will transport the permit holders to and from the shuttle station.
- City Manager Valentine anticipates increased valet operations to aid visitors with parking. Again, permit holders will be relocated to leave transient spaces in the other parking structures.
- Mr. Saroki noted the balconies on the façade of RH are real balconies with operable French doors to allow openness, light, and air into the building.

Mayor Bordman commented:

- The City will own the land on which RH is to be built, but the development team will own the building and will be in charge of managing RH's lease and building maintenance.
- The City will not own, manage, or maintain the building.
- The City will receive lease payments for land use and taxes.
- The items being discussed tonight are the public elements of the plan, which are the parking structure and the Bates Street extension.

Mr. Saroki commented on the private elements of the project, expressing that 100% of the money to build RH or any of the other buildings will come from Woodward Bates Partnership and will not include any City money.

Commissioner Sherman noted that all leases will be at fair market value.

Commissioner Nickita stated the City is not subsidizing any private elements of the project.

Responding to comments and questions from Commissioner Hoff, City Manager Valentine explained the benefits of the partnership to the City:

- Cost/risk reduction with the GMP that the City is receiving from the development team on the construction of the parking structure.
- Cost savings from doing a turnkey project, meaning all construction and related activities are handled by the partners.
- Contribution of \$201,600 from the development team toward the design costs for the design of the parking structure.
- Additional warranty extension beyond industry norms.
- The City will receive 100% of the cost savings under the GMP.

Eliza Fory, mother of children attending Gateway Montessori housed at First Baptist Church, expressed concern that during construction there will not be enough parking spaces to handle the drop off and pick up of these small students. She thinks the school would need 20-30 spots around the building. Ms. Fory also indicated that making a left onto Bates from eastbound Willits is a tricky traffic flow and asked if traffic engineering has looked at that situation.

City Manager Valentine assured Ms. Fory that discussions with the church and school administrators included concerns with drop off and pick up of the students. He noted:

- Creating an area to allow students to be dropped-off at the door with staff to pick them up from their cars is under consideration.
- Accessible parking is included in the plan but the number of spaces has not been determined.

Judith Paskiewicz, 560 Woodland and a member of both of the Parking Advisory Board and the former Ad Hoc Committee that developed the plan, asked about the height of the ceilings in the structure. Mr. Saroki responded that the floor-to-floor construction is 11 feet. The current structure has low ceilings, and due to the popularity of high profile vehicles Rich & Associates recommended 11'. He further explained that if the structure were repurposed in the future, premium office space could be created with 9' finished ceilings. He noted standard office space has 8' ceilings, and residential has 8' - 9' ceilings.

Ms. Paskiewicz also observed pedestrian flow has to go past the main entrance and exit to the tower, and that the location of Building #2 will create a long walk from the structure to Old Woodward Ave.

Mayor Bordman thanked everyone for his or her input and comments.

City Manager Valentine introduced the GMP item, which is based on design scheme Alternate #3. The revised GMP numbers provided by Walbridge Aldinger provides further refinement as to the cost of this structure.

Zara Broglin, Jones Lang LaSalle, presented:

- The last time that the partnership reviewed the GMP, the recommendation was to look into Alternate #3 as it was potentially going to give significant savings.
- The GMP was \$56,781,203, based on the original design of the deck, which was 50% of the schematic design.
- Walbridge pushed the alternate portion of the design to roughly 30% of schematic and they revisited the prices for all of the trades; resulting in an additional savings of \$211,000.

- Upon reviewing the original GMP, the request to the partners was also to provide allowances for items like ATT, WOW, or anything that could add cost to the project resulting in an additional \$600,000.
- The revised GMP, including the allowances and adjustments listed above, is now \$57,255,000.
- GMP is defined as the guaranteed maximum price. This price includes a construction contingency closely monitored with the help of the owner's representative; any savings generated during construction will be returned to the City. Typically, the savings are split between the owner and contractor at 50%. In this instance, 100% of the savings will go to the City and the Partners will pay 100% of costs over the GMP.
- The partners will be carrying the risk of completing this project @ \$57,255,555.

Commissioner Sherman asked for an explanation of the \$600,000 increase to the original GMP. Ms. Broglin reiterated that the original GMP did not include allowances for the potential costs of relocating lines (AT&T, WOW, Comcast, Consumers Energy etc.), and adding new lines of services that will be needed to make the garage operational.

Commissioner Hoff further commented that to her recollection the Commission did not make a decision on what alternate the City was going to use. Now, we are in discussions about Alternate #3 as though it is the confirmed decision.

- City Manager Valentine said that there was a discussion on all of the alternatives and the consensus from the Commission at that time was that Alternative #3 met the objectives by providing the most amount of parking with the least amount of cost and collectively thought it made the most sense.

Commissioner Hoff also pointed out that the amount of the bond was \$57,400,000 and asked if that number has changed.

- City Manager Valentine explained that the bond number is a "not to exceed" amount and the cap for authorization. The City has \$10 million in reserves that reduces the number. If the ballot initiative is approved, the Commission has the ability to use up to the \$57,400,000. However, the ultimate issuance is probably going to be significantly less because of the reserves in the system and the alternate that the commission selected.

City Manager Valentine confirmed for Commissioner Harris that the GMP is part of the construction agreement.

Before moving on to the next item for discussion, City Manager Valentine announced that an RFP has been developed for an owner's representative to serve on the City's behalf during construction to administer the day-to-day activities of the project and insure accuracy.

City Manager Valentine, in response to questions from Commission Nickita, explained the City proposes to engage a firm as an owner's representative to work with the developer on behalf of the City. Through weekly construction and work planning meetings, the appropriate City staff will be identified to work with the owner's representative.

Answering a question from Commissioner Hoff, City Manager Valentine explained the fees for the owner's representative will be paid from the Automobile Parking System, which qualifies as an eligible expense for reimbursement through the bond.

City Manager Valentine further noted that an owner's representative has the expertise necessary to insure that this project will be handled appropriately, and that there is no one on staff with the needed skill set.

### **Construction Agreement Discussion**

Mr. Fazio, project counsel, walked through preliminary drafts of construction documents that will govern, operate, and apply toward the construction of the public improvements for this project as negotiated. To reiterate the scope, the public improvements are:

- Project 1A - Parking Deck
- Project 3 - Retail Liner
- Project 1B - Extension of Bates Street

The construction documents contemplated by the development agreement were approved by the City Commission and signed in April 2019. They constitute one of the many different contingencies that need to be resolved before this project moves forward and before the City is obligated to proceed. The development agreement of April 2019 contemplates many other contingencies that need to be satisfied by a date certain including:

- Vote of the Public, scheduled for August
- Sale and Issuance of the Bonds

Until the above listed contingencies and all of the other contingencies set forth in the development agreement are satisfied, this is not a binding contract. Given the scale and complexity of this project, the papers are before you today and again on Monday for your final approval. A set of ground leases will be brought to your attention through a work session and then again for approval and a series of other contracts and approvals will follow the same process to complete the due diligence required for the Commission to make an informed decision.

### Agreement between Owner and Developer

- Turnkey contract by which the developer team commits to build these projects.
- It will contain a GMP provision.
- As contemplated by the development agreement, the developer will then in turn engage a design build contracting firm pursuant to the **American Institute of Architects (AIA)** form of owner agreement with design builder so that the design and actual construction activities will be supervised. The two will work as a team to complete the project on behalf of the City.
- A good portion of the critical terms that exist for the City in this project are going to be contained in the agreement between the Owner and Developer.
- The AIA form between the developer and Waldbridge Aldinger as the builder contains a lot of similar terms and deals with means of production, construction, and staging.
- AIA is a generally acknowledged form of construction agreement that the industry uses. The documents are modified to accommodate the unique aspects of each transaction. Both contractors, owners, and architects use a template on a regular basis.

Generally the way the relationships between these two documents work are as follows:

- The agreement between the owner and the developer is executed.
- The developer then enters into an agreement with the design build operator.
- The City gets the benefit of all of the terms and conditions of that design build contract.
- The developer is obligated to enforce the contract.
- The developer will not be able to amend the AIA contract without the City's approval.

The City is doing a turnkey contract with **Woodward Bates Partnership (WBP)**. WBP then engages Walbridge to assist them in that process, and the City receives the benefit.

Commissioner Hoff would like to understand why Walbridge Aldinger, a partner in WBP, is contracting with WBP for design build services.

Mr. Fazio explained that the City is contracting with Party X, the development team here to do this work. That development team does not have in its own legal entity the bandwidth to do the construction. Walbridge Aldinger, in their professional circumstance as an operating contracting company, does. While it is clear that the representatives of Walbridge Aldinger are investors and partners within the WBP venture, their standalone construction company is entering into this contract with their partner to implement the construction process.

The agreement between the City and the developer contain the critical terms of the relationship to be created by the two parties:

- Guaranteed Maximum Price Terms (GMP)
- Protocol for establishment of change orders
- Clear description of the services that WBP is obligated to provide
- Strong indemnity language for the benefit of the City
- Articulates the remedies that the City has in the event of a default under that contract.
- Articulates the retention requirements as payment draws are paid out towards the completion of the project
- Articulates the mechanisms and requirements for final payment upon project completion
- Makes it clear that the City is entitled to the net savings resulting from the development of the project
- Insurance provisions

Details of the agreement:

- Begins with a series of recitals that tell the story of how we got to this point
- Reaffirms the contingencies that exist to the City's obligation to proceed
- Indicates that the developer has committed to the cost of the design
- Makes reference to the development agreement, as it should.
- Page 2, Paragraph 1 of the WBP agreement is an acknowledgement of the contingencies associated with this project.
- Pages 3-10, Section 2 is an expansive description of the services and obligations WBP is undertaking in connection with the development of this project.
- Page 10, Section 3 – Compensation and Pricing
  - GMP Worksheet
  - Base pricing associated with Project
- Page 11, Section 4 - Responsibilities
  - Provide information as necessary
  - Obligation to respond to inquiries promptly, sign document, and make payments.
- Page 11, Section 5 – Changes to Work Orders
  - Decisions by City
  - Changes proposed by Developer
  - Changes driven by regulatory laws
  - Intended to apply a path and process by which those unforeseen conditions that create changes are dealt with inside of the contract.
  - Change orders will impact



- Cost
  - Description
  - Schedule
  - Not necessarily absorbed by the Developer
- Page 15, Section 6 – Construction Price
  - A provision that details the computation of the construction price.
  - The amount charged by Walbridge Aldinger under the design build agreement.
  - The design build contract is also a GMP contract and the language relative to the scope of change orders is exactly what was just discussed.
  - The protections relative to change orders and control of cost are parallel on behalf of the City.
  - Schedule of values
  - Savings
- Page 16, Section 7 - Payment
  - How draws are paid by the City
  - All funding will go through the Escrow Agent acting as a service processor for the benefit of the parties.
  - Construction price paid in monthly installments with the first installment due following the commencement of construction.
  - Developer fee paid in installments simultaneously and in proportion to the draws that are paid to the design builder.
  - Both the design builder draws and the developer fee installments are going to be netted out by a retention, which is a sum of money retained by the City until the project is completed to insure completion. The amount is 10% of all draws up to 50% completion. Thereafter, that money stays in control of the City. Retention drops to zero for the balance of the project. On average, there will be a 5% retention against the GMP. It is funded up front to take care of performance issues.
  - Payments associated with change orders.
    - There will be discussions on how those payment terms are addressed at the time of the change order.
  - Retention concept.
  - Detail of mechanism of Application of Payment.
  - Criteria for Application of Payment.
  - Certificate of Payment
  - Basis to object to a draw.
  - Obligation to pay sub-contractors.
  - Mechanic Liens
  - If payment is not made after 14 days of issuing a Certificate of Payment, the developer has the right to stop the work.
  - Requirements for Final Payment
  - Punch List Reserves
  - Certificate of Substantial Completion
  - General Administrative Issues
  - Record Retention
- Page 24, Section 8 – Default and Termination
  - Default by Developer
  - Owner's Rights and Remedies
    - Add under Section 8.2.11, "The City has all remedies available at law."

- Owner Default
  - Developer's Rights and Remedies
    - Commissioners, City Officials, or City Employees are not liable for claims put forth by the developer or contractor.
- Page 29, Section 9 – Insurance
  - Terms are set forth in the Design Build Agreement
  - Coverages are adequate
- Page 29, Section 10 – Limitation on Liability
  - Clarifies the scope of the developer's obligation for events that are outside its purview.
  - If drawings are bad, the liability for bad drawings rest with the architect.
  - If Walbridge does not manage the site properly and there is an injury, Walbridge is responsible.
  - The developer is responsible to enforce performance of the two parties.
- Page 30, Section 11 – Miscellaneous
  - The developer, other than to Walbridge, shall not assign any of their rights or obligations without approval.
  - WBP must be controlled by Mr. Boji and one or more of his partners identified as Victor Saroki, or Paul Robertson
  - Indemnification obligation from the developer to the City for acts of the developer in performance of the contract.
  - Carries forward the representations, which the developers made to the City at the time of the signing of the development agreement in terms of its compliance with laws.

Mayor Bordman identified Section 2.1.11 as a conflict, because WBP approves payments applications submitted by Walbridge.

Mr. Fazio agreed that there is a possibility for conflict, hence the justification for the Owner's Representative who will monitor payments on a regular basis. The mere approval by WBP of the draws is not adequate to authorize payment. It is only to recommend to the City that those payments should be made based upon those submissions.

Commissioner Harris asked in the instance of change orders, what will be the City's portion/percentage of financial responsibility. In addition, does the agreement dictate how responsibility is decided? Mr. Fazio responded that it would depend on the nature of the cause of the change. If it is a discovery of an environmental condition that nobody knew existed, that is a risk allocation for which the market and papers in line with the market say the City is responsible. The agreement articulates a set of provisions for unknown conditions and it articulates categories. If not within those two categories, the developer carries the risk. Every change order will come back to City representatives for approval. Developers cannot expend more money than the GMP without the City's approval.

Commissioner Sherman asked if savings are measured line by line or overall; and how would the allowance work into that example. It seemed to him that \$600,000.00 has been allowed for incidentals, so are the allowances different from the actual line items? He further asked if a schedule of values will be netted together and the allowances dealt with separately. If so, he expressed that he is not comfortable with that practice. Mr. Fazio answered that it is overall, for example, if there are savings in one line item and cost overruns in another, the development

team has a right to apply those savings to the cost overruns but not in excess of the GMP. The allowances are a matter of categorization and a defined term where there is a sum of money based on an unknown price. The schedule of values are line items that determine what each component of the project cost are. He will follow up with Commissioner Sherman after further review of the most recent GMP Schedule of Values.

Commissioner Hoff asked who determines the amount of monthly payments and the basis for payment. Mr. Fazio responded that it is based upon actual work completed, reviewed and certified by the developer, architect, and owner's representative.

Mayor Bordman asked should there be a fatality on site, is there a remedy beyond general liability of \$300,000. Mr. Fazio explained the design build agreement at the very end on page 38-40 outlines insurance requirements for the developer. He further explained that the developer and Walbridge are responsible for safety activities on the site. Indemnification would apply as well. Mr. Fazio spoke on context; if the Commission approves the draft agreement on Monday, because of the numerous contingencies that remain open whether it is signed or not is somewhat irrelevant at this time. Rather what is going to be critical is when the parties execute and confirm their direction to proceed and Commencement Notice is issued, this agreement will become binding.

Commissioner Harris referenced Section 11.9 regarding disputes and pointed out that it mentions that the first step is non-binding mediation and the process is not delineated in more detail. Mr. Fazio said that while there is a dispute resolution mechanism, all disputes are going to be resolved by litigation as opposed to arbitration or otherwise. Litigation could be used as the first step in a dispute.

#### AIA Document A141 – Owner (WBP) and Design-Building Agreement

- Page 4, Section 1.3 – Litigation is the means by which disputes are resolved
- Page 6, Article 3 – Provisions related to how work will progress
- Page 7, Section 3.18 – Progress Report Description
- Page 8, Section 3.1.12 – Warranty that everything will be built according to the plans.
- Page 9, Section 3.1.16 – Obligation of the Design Builder to maintain the performance bonds.
- Page 10, Section 5 – Progression of Work
- Page 13, Article 6 – Change Order Mechanism
- Page 15, Article 7 – Owner's Obligation
  - City is not the owner in this situation and not a party to this contract.
  - WBP is the Owner
- Page 18, Article 9 – Payment Applications
- Page 21 – Definition of Substantial Completion
- Page 24, Section 9.11 – Records and Accounting Requirements
- Page 28 and 29 – Provision relating to the ownership and use of the plans for the project.
  - City has the exclusive right to use these plans going forward for any reason associated with this project.
  - City will have copies of all of the plans.
  - Copyrights retained by the Architect.
- Page 29, Article 13 – Termination and Interruption of Work
- Page 38, Insurance Requirements
- Page 40, Bond and Property Insurance Requirements
- Addendum, Exhibit A – Material

- Economics of this Contract
- Page 4 has a series of schedules and exhibits to the contract

Commissioner Harris asked if there were any connection on the timing of the signing of the AIA document and the signing of the Construction Agreement. Mr. Fazio said that they would occur simultaneously.

Commissioner Hoff directed a question to City Manager Valentine regarding the submission of the preliminary site plan per approved Development Agreement and why the Commission was being asked to approve an agreement before the preliminary site plan is done. City Manager Valentine responded that the timeline she was referring to was met. The preliminary site plan was submitted to the City for Planning Board consideration. This is why the plans are not included with the contract, because the review process is ongoing. Further, in order to move forward, the terms by which you move must be established and clarified first. It is one of the many contingencies to satisfy before issuing a Notice of Commencement.

Ann Honhart, 197 E. Frank Street, asked Mr. Saroki to explain the large pieces of glass illustrated in the presentation because there is a great concern in North America about the loss of birds due to collisions with glass. Ms. Honhart would like the City to consider bird friendly glass.

- Mr. Saroki described the area where the pieces of glass will land as stair/elevator towers made of all glass. The elevators are also glass, allowing a view and providing a safety feature that is implemented in parking structures today.

Heather Zane, 1014 Chestnut St., representing the Board of Gateway Montessori expressed that one of her main concerns as a parent of young children is that there are no children's spaces. Would like to see more family friendly elements and accessibility.

- Mr. Saroki replied that everything will be ADA compliant. The plaza is ADA compliant inclusive of ramps. Crosswalks are designed to City standards.
- Mayor Bordman added that unlike older sidewalks in Birmingham, there is a new effort to widen the sidewalks, and sidewalks are expected to be 12' wide around the site.

In response to questions from Commissioner Hoff, City Manager Valentine confirmed the construction agreement only refers to sites 1A, 1B, and the Liner, which is 3. Building 2 would come before the Commission in the form of a ground lease in July. It requires a separate approval. Site 2 cannot be built if Phase I is not built because there is an existing parking structure on the site.

#### **IV. ADJOURN**

Mayor Bordman adjourned the meeting at 9:32 p.m.

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J. Cherilynn Mynsberge, City Clerk

**BIRMINGHAM CITY COMMISSION MINUTES**  
**JUNE 24, 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 (arrived at 7:35 p.m.)

Absent: Commissioner Harris

Administration: Assistant City Manager Gunter, City Attorney Currier, Police Chief Clemence, Planning Director Ecker, DPS Manager Filipski, Finance Director Gerber, Building Official Johnson, City Clerk Mynsberge, DPS Director Wood, Library Director Koschik, Aaron Filipski, Carrie Laird, Austin Fletcher

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

**06-152-19 ANNOUNCEMENTS**

Mayor Bordman announced:

- City Offices and the Baldwin Public Library will be closed on Thursday, July 4<sup>th</sup> 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.
- The concert in Shain Park this Wednesday, June 26, is Main Street Soul Pop Rock at 7p.m.
- The winner of this year's Chef's Clash at the Farmers Market on Sunday was Chef Devon from Flemings Steak House.

#### **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.

##### **06-153-19 APPROVAL OF CONSENT AGENDA**

The following items were removed from the Consent Agenda:

- Commissioner Hoff                      Item K, Cartegraph CMMS Purchase  
   Item L, Booth Park Turf Hill Repair  
   Item O, Vehicle #1 Replacement
- Commissioner Nickita                  Item M, Park Street Paving Project

**MOTION:**      Motion by Commissioner Nickita, seconded by Commissioner DeWeese:  
To approve the Consent Agenda, excluding Items K, L, O and M.

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

- 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 Partner 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.
- 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.
- 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, Pernoï, 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.

#### **06-154-19                      CARTEGRAPH CMMS PURCHASE (ITEM K)**

Commissioner Hoff asked for an explanation and break down of the fees presented.

DPS Manager Filipski explained that when he added the totals for year one and three, there were a couple of exceptions. Lucidy does not charge an annual fee during the first year; it is included as part of their implementation costs. There is a potential 2.5% increase, after each subsequent year.

**MOTION:** Motion by Commissioner Hoff, and seconded by Commissioner Nickita:  
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.

VOTE:           Yeas,           6  
                  Nays,           0

**06-155-19                   BOOTH PARK TURF HILL REPAIR (ITEM L)**

In response to questions from Commissioner Hoff, Parks & Recreation Manager Laird explained it would not be more cost-efficient to replace all of the turf at the same time. The worst sections are being addressed first. There is not a need at this time to repair the others. The sections will be flush and match. The section of the turf hill that is going to be replaced will be green, synthetic turf. About 40' of the pathway will be replaced with a color other than green or red.

**MOTION:** Motion by Commissioner Hoff, and seconded by Mayor Pro Tem Boutros:  
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 for \$27,593.00 for these services. Further, to authorize the Mayor and Clerk to sign the agreement on behalf of the City.

VOTE:           Yeas,           6  
                  Nays,           0

**06-156-19                   VEHICLE #1 REPLACEMENT (ITEM O)**

Responding to Commissioner Hoff, DPS Manager Filipski explained the vehicle is used as an option for administrators for travel purposes as well as a loaner for the fleet division. It does not meet the high end of the rating; the fuel and brake line are rotted.

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

VOTE:           Yeas,           6  
                  Nays,           0

**06- 157-19                   PARK STREET PAVING PROJECT (ITEM M)**

Commissioner Nickita asked for clarification of the crosswalk being in the middle of the block. The drawings do not reflect the crosswalks per discussion. Assistant Engineer Fletcher apologized for inadvertently presenting the wrong set of drawings. The crosswalks are in accordance with the approval of design, and included in the budget.



**MOTION:** Motion by Commissioner Nickita, and seconded by Mayor Pro Tem Boutros:  
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:

| <u>Fund</u>                 | <u>Account Number</u> | <u>Costs</u>  |
|-----------------------------|-----------------------|---------------|
| 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.

VOTE: Yeas, 6  
Nays, 0

## **V. UNFINISHED BUSINESS**

None

## **VI. NEW BUSINESS**

### **06-158-19 PUBLIC HEARING TO CONSIDER A SPECIAL LAND USE PERMIT AMENDMENT FOR SIDECAR SLIKER BAR AND ROJO – 150 & 280 E. MERRILL**

Mayor Bordman opened the public hearing at 7:48 p.m.

Commissioner Nickita brought to the attention of the Commission that his son works at RoJo. The Commissioners agreed that is not a conflict.

Mayor Bordman, deviating from the agenda, recognized Rabbi Baruch Cohen, and thanked him for his tremendous contributions to the Public Arts Board. She explained Rabbi Cohen, with his family, has decided to move to Oak Park. On behalf of the City Mayor Bordman thanked him for his impact on the City, noting that many exciting ideas were grounded in his enthusiastic support and that he will be missed.

Planning Director Ecker presented the item.

In response to questions from Commissioner Hoff, Planning Director Ecker explained:

- The awnings and window paint will change to differentiate but join the two restaurants.
- The wall is still there but is shortened in the proposed plan.
- The restrooms and kitchen will remain shared.
- The front signage will remain the same.
- There is one owner and one liquor license between the two restaurants.
- The menu will be the same with a family friendly atmosphere.

Stephen Simon, owner of RoJo and Sidecar responded to questions from Commissioner Hoff:

- Side Car will continue serving hamburgers, sliders, and hot dogs.
- RoJo will continue in the Mexican menu fare.

Planning Director Ecker confirmed for Mayor Bordman that the deck at RoJo will remain and the expanded outdoor dining for Side Car will extend across the front of RoJo's.

Mayor Bordman closed the public hearing at 7:58 p.m.

**MOTION:** Motion by Commissioner DeWeese, and seconded by Mayor Pro Tem Boutros: To approve 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. *Formal resolution appended to these minutes as Attachment A.*

VOTE:            Yeas,            6  
                     Nays,            0

**06-159-19                    PUBLIC HEARING TO AMEND ARTICLE 3, SECTION 3.04(E)(12) OF  
THE ZONING CODE - BALCONY, RAILING AND PORCH MATERIALS  
IN THE DOWNTOWN OVERLAY DISTRICT**

Mayor Bordman opened the public hearing at 7:59 p.m.

Planning Director Ecker presented the item.

Commissioner Hoff asked what are the negative factors of using glass.

- Planning Director Ecker answered that from a safety standpoint, it would still be subject to the building code requirements, which have to do with the amount of pressure that could be placed on it without breaking. It is a different type of glass, more sturdy to meet the code requirements.
- The issue from a Planning Board level, in contemporary modern looks people want glass and it is currently not permitted.

Commissioner Nickita asked, relative to type of glass, is there consideration to require glass be laminated at a certain height, as it is in cities such as Toronto, to prevent broken glass from falling. Planning Director Ecker replied that it was not discussed. She explained the ordinance was sent to department heads for comments, and no comments or concerns were submitted.

Commissioner Nickita wanted to bring awareness to the issue.

Mayor Bordman closed the public hearing at 8:05 p.m.

**MOTION:** Motion by Mayor Pro Tem Boutros, and seconded by Commissioner DeWeese: To approve an amendment to Article 3, Section 3.04(E)(12) of the Zoning Code to regulate balcony, railing and porch materials in the Downtown Overlay District. *Ordinance No. 2322 appended to these minutes as Attachment B.*

VOTE:            Yeas,            6  
                     Nays,            0

**06-160-19                    PUBLIC HEARING TO AMEND ARTICLE 4, SECTION 4.54(B)(8) OF  
THE ZONING CODE – SCREENING MATERIALS FOR TRASH  
ENCLOSURES**

Mayor Bordman opened the public hearing at 8:06 p.m.

Planning Director Ecker presented the item.

Commissioner Nickita requested clarification:

- Metal mesh is the right type of material to require.
- However, the proposed ordinance language requires “opaque” materials.
- Metal mesh is not “opaque” because of the small openings.
- The proposed ordinance expressly excludes chain link fencing. Chain link is technically metal mesh with large openings.
- “Opaque” does not appear to be the correct word.
- What is the appropriate term to convey the intent, and can it be exactly defined?

The City Commissioners were in favor of requesting the Planning Board to clearly define the materials for screening gates.

Mayor Bordman closed the public hearing at 8:15 p.m.

**06-161-19                      BALDWIN PUBLIC LIBRARY YOUTH SERVICES EXPANSION & RENOVATION**

Building Official Bruce Johnson presented the item.

**MOTION:** Motion by Commissioner DeWeese, and seconded by Commissioner Nickita:  
To approve 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 to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

VOTE:                      Yeas,                      6  
                                     Nays,                      0

**06-162-19                      BIRMINGHAM N.O.W. PROJECT: CONSTRUCTION AGREEMENTS**

Mayor Bordman made opening statements. Commissioner Sherman noted that only four Commissioners were present at the July 20, 2019 special workshop to discuss the agreements, and he feels the full Commission should be present to make a decision.

**MOTION:** Motion by Commissioner Sherman, and seconded by Commissioner Hoff:  
To postpone this business until July 1 and request the clerk to notice a special meeting on that date in addition to the workshop.

VOTE:                      Yeas,                      6  
                                     Nays,                      0

**06-163-19                      BIRMINGHAM N.O.W. PROJECT: RFP – OWNER’S REPRESENTATIVE SERVICES**

Assistant City Manager Gunter explained that when the RFP is released it must include the approved construction agreement.

**MOTION:** Motion by Mayor Pro Tem Boutros, and seconded by Commissioner Sherman:  
To postpone until July 1 and request the clerk notice a special meeting on that date in addition to the workshop

VOTE: Yeas, 7  
Nays, 0

**06-164-19 FOURTH QUARTER 2018-2019 BUDGET AMENDMENT**

Finance Director Gerber presented the item.

**MOTION:** Motion by Commissioner Sherman, and seconded by Commissioner DeWeese:  
To approve the appropriations and amendments to the fiscal year 2018-2019 budget as follows:

**Major Streets Fund:**

Expenditures:

|                               |                      |             |
|-------------------------------|----------------------|-------------|
| Administration                | 202-191.202-802.0100 | \$ 20       |
| Snow & Ice Control            | 202-449.006-729.0000 | <u>(20)</u> |
| Total Expenditure Adjustments |                      | \$ 0        |

**Local Streets Fund:**

Revenues:

|                           |                      |                  |
|---------------------------|----------------------|------------------|
| Draw from Fund Balance    | 203-000.000-400.0000 | <u>\$ 90,020</u> |
| Total Revenue Adjustments |                      | <u>\$ 90,020</u> |

Expenditures:

|                                    |                      |                  |
|------------------------------------|----------------------|------------------|
| Administration                     | 203-191.203-802.0100 | \$ 20            |
| Maintenance of Streets and Bridges | 203-449.002-981.0100 | 5,000            |
|                                    | 203-449.003-702.0001 | 65,000           |
|                                    | 203-449.003-729.0000 | 15,000           |
|                                    | 203-449.003-941.0000 | 20,000           |
| Street Trees                       | 203-449.005-702.0001 | 5,000            |
| Snow & Ice Control                 | 203-449.006-729.0000 | <u>(20,000)</u>  |
| Total Expenditure Adjustments      |                      | <u>\$ 90,020</u> |

VOTE: Yeas, 7  
Nays, 0

**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

|                       |
|-----------------------|
| <b>X.     REPORTS</b> |
|-----------------------|

**06-165-19   COMMISSIONER REPORTS**

The City Commission will appoint one regular member to the Public Arts Board on July 8, 2019 to serve the remainder of a three-year term to expire January 28, 2022.

**06-166-19   COMMISSIONER COMMENTS**

Commissioner Nickita wanted to follow up on a recent agenda item relative to lot combinations. There were a series of criteria in the ordinance, and if the criteria were met, then the lot combination was approved. If a series of criteria can be approved and the Commission has no point of discussion relative to approval, then it should not come to the Commission. In his mind, that ordinance is flawed because there is no point bringing it to the Commission if we are unable to make a determination on it. The Commission needs to review the ordinance and refine it so that it has relevance at the Commission. Mayor Bordman agreed. She was not comfortable that the Commission had no discretion when the lot combination was presented.

|                       |
|-----------------------|
| <b>XI.    ADJOURN</b> |
|-----------------------|

Mayor Bordman adjourned the meeting at 8:29 p.m.

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J. Cherilynn Mynsberge, City Clerk  
/vc

**06-158-19  
RESOLUTION  
SPECIAL LAND USE PERMIT AMENDMENT  
SIDECAR SLIDER RESTAURANT**

WHEREAS, Sidecar Birmingham, LLC has filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to change the approved site plan for Rojo and Sidecar Slider Bar restaurants and continue to operate the said restaurants with alcoholic beverage sales for on-premises consumption under Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit amendment is sought is located on the south side of E. Merrill between Pierce and S. Old Woodward;

WHEREAS, The land is zoned B-4 and D-4, and is located within the Downtown Birmingham Overlay District, which permits restaurants with alcoholic beverage sales for on-premises consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission;

WHEREAS, No transfer in ownership of the existing restaurants from Sidecar Birmingham, LLC is proposed;

WHEREAS, The owner of Rojo and Sidecar restaurants, Rojo Five, LLC is now requesting approval of the Birmingham City Commission to allow site plan changes to the existing Rojo restaurant at 250 E. Merrill and the existing Sidecar restaurant at 280 E. Merrill;

WHEREAS, The Planning Board conducted a public hearing on the request on April 24, 2019 and continued the public hearing to May 8, 2019, and then on May 8, 2019 the Planning Board voted to recommend approval of the proposed Special Land Use Permit Amendment and Final Site Plan to the City Commission with the following conditions:

1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval; and,
2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission.

WHEREAS, Birmingham City Commission has reviewed Rojo and Sidecar's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards

imposed under the City Code have been met, subject to the conditions below, and that Rojo and Sidecar restaurants' application for a Special Land Use Permit Amendment authorizing site plan changes at 280 E. Merrill at 250 & 280 E. Merrill in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval;
2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission;
3. Rojo and Sidecar restaurants shall abide by all provisions of the Birmingham City Code;
4. The Special Land Use Permit may be cancelled by the City Commission upon finding that the continued use is not in the public interest; and
5. Rojo and Sidecar restaurants enter into a contract with the City outlining the details of the operation of the restaurants.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Rojo and Sidecar restaurants and their 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 Rojo and Sidecar restaurants 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 24, 2019.

J. Cherilynn Mynsberge, City Clerk

**ORDINANCE NO. 2322  
AMENDING ARTICLE 3, SECTION 3.04(E)(12) OF THE ZONING CODE - BALCONY,  
RAILING AND PORCH MATERIALS IN THE DOWNTOWN OVERLAY DISTRICT**

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.04(E)(12), ARCHITECTURAL STANDARDS, TO REGULATE BALCONY, RAILING, AND PORCH MATERIALS.

12. Balconies, railings, and porch structures shall be **glass**, metal, wood, cast concrete, or stone. **All materials must be compatible with each other and with the building, as determined by the Planning Board, Design Review Board or Historic District Commission.**

ORDAINED this 24th day of June, 2019 to become effective 7 days after publication.

Patricia Bordman, Mayor

J. Cherilynn Mynsberge, City Clerk

I, J. Cherilynn Mynsberge, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held June 24, 2019, and that a summary was published in the Observer & Eccentric Newspaper on July 7, 2019.

J. Cherilynn Mynsberge, City Clerk



# City of Birmingham

## Warrant List Dated 06/26/2019

Meeting of 07/08/2019

| Check Number       | Early Release | Vendor # | Vendor                              | Amount   |
|--------------------|---------------|----------|-------------------------------------|----------|
| <u>PAPER CHECK</u> |               |          |                                     |          |
| 267011             |               | MISC     | 1ST CLASS CONSTRUCTION & RENOVATION | 200.00   |
| 267012             | *             | 000855   | 48TH DISTRICT COURT                 | 100.00   |
| 267013             | *             | 000855   | 48TH DISTRICT COURT                 | 100.00   |
| 267014             | *             | 000855   | 48TH DISTRICT COURT                 | 100.00   |
| 267015             | *             | 000855   | 48TH DISTRICT COURT                 | 400.00   |
| 267016             |               | 005686   | ADVANCED MARKETING PARTNERS INC     | 1,297.95 |
| 267017             | *             | MISC     | ALCOPRO                             | 391.75   |
| 267018             |               | MISC     | ALLEN BROTHERS INC.                 | 225.00   |
| 267019             | *             | 000161   | ALPHA PSYCHOLOGICAL SERVICES PC     | 2,500.00 |
| 267020             |               | 000282   | APOLLO FIRE EQUIPMENT               | 305.16   |
| 267021             | *             | 007033   | APPLIED IMAGING                     | 3,211.45 |
| 267022             |               | MISC     | ARLYNEE E. MICHAEL                  | 100.00   |
| 267023             |               | MISC     | ARMSTRONG ENTERPRISES INC           | 100.00   |
| 267024             |               | MISC     | ARNIM ASSOCIATES INC                | 500.00   |
| 267025             |               | 008988   | ASTI ENVIRONMENTAL                  | 9,215.00 |
| 267027             |               | MISC     | BCM HOME IMPROVEMENT                | 100.00   |
| 267028             | *             | 006177   | BULLSEYE TELECOM INC                | 118.67   |
| 267029             |               | MISC     | BUTCHER & BUTCHER CONSTRUCTION COMP | 500.00   |
| 267030             |               | 003907   | CADILLAC ASPHALT, LLC               | 640.32   |
| 267031             |               | 009078   | CANON SOLUTIONS AMERICA INC         | 7,700.00 |
| 267034             | *             | 007732   | CAPITAL TIRE, INC.                  | 471.22   |
| 267037             | *             | 000444   | CDW GOVERNMENT INC                  | 4,780.65 |
| 267038             |               | 001718   | CHIEF SUPPLY CORPORATION            | 1,329.99 |
| 267039             |               | 000605   | CINTAS CORPORATION                  | 13.64    |
| 267040             | *             | 000627   | CONSUMERS ENERGY                    | 1,206.91 |
| 267041             |               | 008582   | CORE & MAIN LP                      | 462.00   |
| 267043             |               | 008641   | DINGES FIRE COMPANY                 | 4,696.00 |
| 267044             |               | MISC     | DREW BESONSON                       | 1,000.00 |
| 267046             | *             | 000179   | DTE ENERGY                          | 43.75    |
| 267047             | *             | 000179   | DTE ENERGY                          | 124.00   |
| 267048             | *             | 000179   | DTE ENERGY                          | 361.02   |
| 267049             | *             | 000179   | DTE ENERGY                          | 33.62    |
| 267050             | *             | 000179   | DTE ENERGY                          | 2,000.05 |
| 267051             | *             | 000179   | DTE ENERGY                          | 3,125.76 |
| 267052             | *             | 000179   | DTE ENERGY                          | 3,989.36 |
| 267053             | *             | 000179   | DTE ENERGY                          | 1,204.39 |
| 267054             | *             | 000179   | DTE ENERGY                          | 6,310.81 |
| 267055             | *             | 000179   | DTE ENERGY                          | 283.21   |
| 267056             | *             | 000179   | DTE ENERGY                          | 31.62    |
| 267057             | *             | 000179   | DTE ENERGY                          | 1,946.61 |
| 267058             | *             | 000179   | DTE ENERGY                          | 864.73   |
| 267059             | *             | 000179   | DTE ENERGY                          | 72.07    |

**City of Birmingham**  
**Warrant List Dated 06/26/2019**

Meeting of 07/08/2019

| Check Number | Early Release | Vendor # | Vendor                              | Amount    |
|--------------|---------------|----------|-------------------------------------|-----------|
| 267060       |               | MISC     | ERICSON, BRADY                      | 1,000.00  |
| 267061       |               | MISC     | ERICSON, BRADY D                    | 1,000.00  |
| 267062       |               | 001495   | ETNA SUPPLY                         | 1,580.00  |
| 267063       |               | MISC     | EVER-DRY OF SOUTHEASTERN MI         | 200.00    |
| 267064       |               | MISC     | FRANK, SAMUEL J                     | 100.00    |
| 267065       |               | 006384   | GEOGRAPHIC INFORMATION SERVICES, IN | 511.73    |
| 267066       |               | MISC     | GILLETTE BROTHERS POOL & SPA        | 300.00    |
| 267067       |               | MISC     | GRAEFIELD VILLAGE CONDO ASSOC       | 1,000.00  |
| 267069       |               | 007342   | H2A ARCHITECTS, INC.                | 3,096.00  |
| 267070       |               | MISC     | HENKE, JOHN W III                   | 100.00    |
| 267071       |               | MISC     | HILAL JALIL DAOUD                   | 3.00      |
| 267072       |               | 009035   | HOSE MONSTER COMPANY                | 485.00    |
| 267073       | *             | 001934   | ISA                                 | 214.00    |
| 267074       |               | MISC     | JAMES RICHARD CRONK                 | 100.00    |
| 267075       |               | MISC     | JAYSON WALLER                       | 100.00    |
| 267076       |               | 000155   | JOHNSON CONTROLS SECURITY SOLUTIONS | 291.85    |
| 267077       |               | MISC     | L & A CONSTRUCTION INC              | 100.00    |
| 267078       | *             | 005327   | L3 TECHNOLOGIES, INC.               | 290.00    |
| 267079       |               | MISC     | LAKE ORION ROOFING INC              | 100.00    |
| 267080       |               | 004498   | LIFELOC TECHNOLOGIES, INC.          | 1,080.00  |
| 267081       | *             | 008158   | LOGICALIS INC                       | 9,700.00  |
| 267082       |               | 009046   | M. SHAPIRO MANAGEMENT COMPANY LLC   | 32,742.95 |
| 267083       |               | 001417   | MAJIK GRAPHICS INC                  | 145.00    |
| 267084       |               | MISC     | MASSIMO D AGOSTINO                  | 193.75    |
| 267085       |               | MISC     | MHRAC INC                           | 100.00    |
| 267086       | *             | 007010   | STATE OF MICHIGAN                   | 17,441.00 |
| 267087       |               | 000230   | MIKE SAVOIE CHEVROLET INC           | 175.73    |
| 267088       |               | 007755   | NETWORK SERVICES COMPANY            | 1,895.40  |
| 267089       | *             | 002792   | PAUL O'MEARA                        | 543.54    |
| 267090       | *             | 001686   | OAKLAND CO CLERKS ASSOCIATION       | 40.00     |
| 267091       | *             | 004370   | OCCUPATIONAL HEALTH CENTERS         | 1,312.50  |
| 267092       | *             | 000481   | OFFICE DEPOT INC                    | 2,992.76  |
| 267093       |               | MISC     | OLSON CEMENT WORKS                  | 100.00    |
| 267094       |               | MISC     | POWER HOME SOLAR                    | 100.00    |
| 267095       |               | 002405   | R.D. WHITE CO., INC.                | 210.00    |
| 267096       |               | 000286   | RESIDEX LLC                         | 2,200.00  |
| 267097       |               | MISC     | ROBERT J SOWLES                     | 100.00    |
| 267098       |               | 008815   | SHI INTERNATIONAL CORP.             | 26,304.60 |
| 267099       | *             | 008073   | SITEONE LANDSCAPE SUPPLY, INC       | 1,375.43  |
| 267100       |               | 004544   | STRYKER SALES CORPORATION           | 265.70    |
| 267101       |               | MISC     | STULBERG, DAVID C                   | 100.00    |
| 267102       | *             | 008507   | SUPERFLEET MASTERCARD PROGRAM       | 322.97    |
| 267103       | *             | 004355   | SYMETRA LIFE INSURANCE COMPANY      | 33,574.52 |

**City of Birmingham**  
**Warrant List Dated 06/26/2019**

Meeting of 07/08/2019

| Check Number             | Early Release | Vendor # | Vendor                            | Amount       |
|--------------------------|---------------|----------|-----------------------------------|--------------|
| 267104                   |               | 008944   | THE PRINT STOP, INC.              | 1,350.00     |
| 267105                   |               | MISC     | THEODORE N LANWAY LAURA A KALI    | 100.00       |
| 267106                   |               | MISC     | TRADEMARK BUILDING COMPANY INC    | 900.00       |
| 267107                   | *             | 000158   | VERIZON WIRELESS                  | 682.04       |
| 267108                   | *             | 000158   | VERIZON WIRELESS                  | 126.17       |
| 267109                   | *             | 000158   | VERIZON WIRELESS                  | 50.62        |
| 267110                   | *             | 000158   | VERIZON WIRELESS                  | 462.08       |
| 267111                   | *             | 000158   | VERIZON WIRELESS                  | 2,237.46     |
| 267112                   |               | MISC     | WEATHERGARD WINDOWS CO INC        | 100.00       |
| 267113                   | *             | 000301   | PAUL WELLS                        | 400.12       |
| 267114                   | *             | 001536   | JEFFREY WHIPPLE                   | 330.69       |
| 267115                   | *             | 005794   | WINDSTREAM                        | 747.87       |
| 267116                   |               | 003925   | WIZBANG PRODUCTS CO               | 1,757.06     |
| 267117                   | *             | 003890   | LAUREN WOOD                       | 525.00       |
| 267118                   |               | 008391   | XEROX CORPORATION                 | 9.00         |
| SUBTOTAL PAPER CHECK     |               |          |                                   | \$215,522.25 |
| <u>ACH TRANSACTION</u>   |               |          |                                   |              |
|                          | *             | 008847   | ABS- AUTOMATED BENEFIT SVCS, INC  | 20,701.72    |
|                          | *             | 002284   | ABEL ELECTRONICS INC              | 1,694.45     |
|                          |               | 007440   | AMICI PET SERVICES, INC           | 140.00       |
|                          |               | 008655   | ANGELO IAFRATE CONSTRUCTION       | 107,578.92   |
|                          | *             | 008655   | ANGELO IAFRATE CONSTRUCTION       | 218,314.18   |
|                          | *             | 007345   | BEVERLY HILLS ACE                 | 23.17        |
|                          |               | 007624   | BIRMINGHAM OIL CHANGE CENTER, LLC | 49.97        |
|                          |               | 007875   | CANFIELD EQUIPMENT SERVICE INC.   | 1,008.50     |
|                          |               | 001035   | DOUGLASS SAFETY SYSTEMS LLC       | 118.00       |
|                          |               | 000207   | EZELL SUPPLY CORPORATION          | 1,156.88     |
|                          |               | 002407   | J & B MEDICAL SUPPLY              | 132.60       |
|                          | *             | 000261   | J.H. HART URBAN FORESTRY          | 16,521.50    |
|                          | *             | 000891   | KELLER THOMA                      | 1,456.05     |
|                          |               | 005876   | KROPF MECHANICAL SERVICE COMPANY  | 775.48       |
|                          | *             | 005550   | LEE & ASSOCIATES CO., INC.        | 370.00       |
|                          |               | 001089   | MUNICIPAL CODE CORP.              | 350.00       |
|                          |               | 006359   | NYE UNIFORM COMPANY               | 326.00       |
|                          |               | 008269   | PREMIER SAFETY                    | 6,033.35     |
|                          |               | 000897   | PRINTING SYSTEMS INC              | 871.65       |
|                          | *             | 003554   | RKA PETROLEUM                     | 13,017.40    |
|                          | *             | 002456   | SALES MARKETING GROUP INC         | 1,229.51     |
|                          |               | 000254   | SOCRRA                            | 64,056.00    |
|                          | *             | 000254   | SOCRRA                            | 75.00        |
| SUBTOTAL ACH TRANSACTION |               |          |                                   | \$456,000.33 |

**City of Birmingham**  
**Warrant List Dated 06/26/2019**

Meeting of 07/08/2019

| Check Number | Early Release | Vendor # | Vendor | Amount       |
|--------------|---------------|----------|--------|--------------|
| GRAND TOTAL  |               |          |        | \$671,522.58 |

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.

**City of Birmingham**  
**Warrant List Dated 07/03/2019**

Meeting of 07/08/2019

| Check Number       | Early Release | Vendor # | Vendor                              | Amount     |
|--------------------|---------------|----------|-------------------------------------|------------|
| <u>PAPER CHECK</u> |               |          |                                     |            |
| 267120             | *             | 000855   | 48TH DISTRICT COURT                 | 100.00     |
| 267121             | *             | 000855   | 48TH DISTRICT COURT                 | 100.00     |
| 267122             | *             | 000855   | 48TH DISTRICT COURT                 | 100.00     |
| 267123             | *             | 000855   | 48TH DISTRICT COURT                 | 326,524.52 |
| 267124             |               | MISC     | AA GENESEE CONTRACTING & CONSULTATI | 100.00     |
| 267125             | *             | 006998   | STEVE ACHO                          | 1,500.00   |
| 267126             |               | 000394   | AERO FILTER INC                     | 165.00     |
| 267128             |               | MISC     | ALLEN BROTHERS INC.                 | 100.00     |
| 267129             |               | 007586   | ARROW INTERNATIONAL INC             | 1,175.50   |
| 267130             | *             | 002229   | ART VAN FURNITURE                   | 2,959.94   |
| 267131             |               | 000500   | ARTECH PRINTING INC                 | 169.00     |
| 267132             | *             | 006759   | AT&T                                | 819.25     |
| 267133             | *             | 006759   | AT&T                                | 182.02     |
| 267134             | *             | 007216   | AT&T                                | 97.61      |
| 267135             | *             | 007216   | AT&T                                | 97.61      |
| 267136             |               | MISC     | ATINA CEMENT CONTRACTORS            | 100.00     |
| 267137             |               | 008368   | ATOMIC CLEANING SYSTEMS INC.        | 498.65     |
| 267138             |               | MISC     | BABI CONSTRUCTION INC               | 744.34     |
| 267139             |               | 003012   | BATTERIES PLUS                      | 17.95      |
| 267141             |               | 000524   | BIRMINGHAM LOCKSMITH                | 10.65      |
| 267142             | *             | 001086   | CITY OF BIRMINGHAM                  | 247.10     |
| 267143             | *             | 001086   | CITY OF BIRMINGHAM                  | 771.05     |
| 267144             |               | MISC     | BLOOMFIELD CONSTRUCTION CO          | 100.00     |
| 267146             |               | MISC     | BRANDYWINE CONSTRUCTION LLC         | 22,960.00  |
| 267147             | *             | 006953   | JACQUELYN BRITO                     | 32.41      |
| 267148             |               | 008179   | BUCCILLI GROUP, LLC                 | 4,926.00   |
| 267149             |               | 003907   | CADILLAC ASPHALT, LLC               | 815.58     |
| 267150             | *             | 000569   | JOEL CAMPBELL                       | 657.50     |
| 267151             |               | MISC     | CAPITAL CONCRETE                    | 100.00     |
| 267152             |               | 000571   | CAR TRUCKING INC                    | 195.00     |
| 267153             |               | 005238   | CBTS                                | 45.39      |
| 267154             | *             | 000444   | CDW GOVERNMENT INC                  | 13,378.11  |
| 267155             | *             | 007744   | MOHAMED F. CHAMMAA                  | 47.56      |
| 267156             |               | 008306   | CHARTER TOWNSHIP OF BLOOMFIELD      | 393.02     |
| 267157             |               | 000605   | CINTAS CORPORATION                  | 133.40     |
| 267158             | *             | 008743   | CIT GROUP/COMMERCIAL SERVICES       | 38.50      |
| 267159             | *             | MISC     | COLLINS EINHORN FARRELL             | 3,148.75   |
| 267160             | *             | 008955   | COMCAST                             | 775.86     |
| 267161             | *             | 007774   | COMCAST BUSINESS                    | 2,467.40   |
| 267162             |               | 002668   | CONTRACTORS CLOTHING CO             | 364.37     |
| 267163             | *             | 009061   | MICHAEL A. CRUCIANO                 | 92.80      |
| 267164             |               | MISC     | DANIEL WOHL                         | 264.83     |

**City of Birmingham**  
**Warrant List Dated 07/03/2019**

Meeting of 07/08/2019

| Check Number | Early Release | Vendor # | Vendor                              | Amount   |
|--------------|---------------|----------|-------------------------------------|----------|
| 267165       |               | 000190   | DOWNRIVER REFRIGERATION             | 549.98   |
| 267166       |               | MISC     | DRIP IV BIRMINGHAM                  | 5,000.00 |
| 267167       | *             | 000179   | DTE ENERGY                          | 73.75    |
| 267168       | *             | 000179   | DTE ENERGY                          | 64.04    |
| 267169       | *             | 000179   | DTE ENERGY                          | 1,064.94 |
| 267170       | *             | 000179   | DTE ENERGY                          | 94.22    |
| 267171       | *             | 000179   | DTE ENERGY                          | 997.54   |
| 267172       | *             | 000179   | DTE ENERGY                          | 61.43    |
| 267173       | *             | 000179   | DTE ENERGY                          | 48.49    |
| 267174       | *             | 000179   | DTE ENERGY                          | 504.55   |
| 267175       |               | 006090   | DYNAMIC SYSTEMS, INC.               | 3,645.00 |
| 267178       | *             | MISC     | EQUITY TITLE AGENCY LLC             | 64.52    |
| 267179       |               | 001495   | ETNA SUPPLY                         | 2,310.00 |
| 267182       |               | 000213   | FIRE DEFENSE EQUIP CO INC           | 17.10    |
| 267184       |               | 007172   | GARY KNUREK INC                     | 26.00    |
| 267185       | *             | 004878   | GOVERNMENT FINANCE OFFICERS         | 225.00   |
| 267186       |               | MISC     | GREATER DETROIT ROOFING             | 100.00   |
| 267189       |               | 001447   | HALT FIRE INC                       | 204.35   |
| 267190       |               | MISC     | HARTFORD ROOFING & WARRANTY CO LLC  | 100.00   |
| 267191       | *             | 001956   | HOME DEPOT CREDIT SERVICES          | 4,329.06 |
| 267192       |               | MISC     | HOME DEPOT USA INC                  | 500.00   |
| 267193       |               | MISC     | HOROWITZ, MICHAEL                   | 5,000.00 |
| 267194       |               | 000342   | IBS OF SE MICHIGAN                  | 261.90   |
| 267195       |               | 008441   | INTERNATIONAL CODE COUNCIL, INC     | 1,123.20 |
| 267196       | *             | 009065   | TAMMY L. JACKSON                    | 800.00   |
| 267197       |               | MISC     | JAMES SCHAFER                       | 50.00    |
| 267198       |               | 003823   | JAY'S SEPTIC TANK SERVICE           | 1,117.00 |
| 267199       |               | MISC     | JEFFREY JOHNSON                     | 100.00   |
| 267200       |               | 008564   | JERRY'S TIRE                        | 1,428.32 |
| 267201       |               | MISC     | JOHN GRAHAM TOTAL CONSTRUCTION, INC | 200.00   |
| 267202       |               | 000347   | JOHN R. SPRING & TIRE CENTER INC.   | 1,041.52 |
| 267203       |               | 004088   | KGM DISTRIBUTORS INC                | 548.00   |
| 267204       | *             | 000353   | KNAPHEIDE TRUCK EQUIPMENT           | 615.92   |
| 267205       |               | MISC     | KOTCHER, THOMAS E                   | 100.00   |
| 267206       |               | MISC     | LAKE ORION ROOFING INC              | 100.00   |
| 267207       |               | MISC     | LAKES DEVELOPMENT GROUP INC         | 200.00   |
| 267208       |               | MISC     | Lisa Kotcher                        | 100.00   |
| 267209       |               | MISC     | LUCINE TARMAN                       | 1,000.00 |
| 267210       | *             | 008551   | M & K TRUCK CENTERS                 | 3,777.33 |
| 267211       |               | 009082   | MADISON ELECTRIC COMPANY            | 135.68   |
| 267212       | *             | 001106   | MAPERS                              | 300.00   |
| 267213       |               | MISC     | MARANGON BUILDERS LLC               | 300.00   |
| 267214       | *             | 008000   | MARXMODA                            | 1,265.00 |

**City of Birmingham**  
**Warrant List Dated 07/03/2019**

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| Check Number         | Early Release | Vendor # | Vendor                              | Amount       |
|----------------------|---------------|----------|-------------------------------------|--------------|
| 267215               | *             | 009085   | MGSE SECURITY LLC                   | 560.00       |
| 267216               |               | MISC     | MICHIGAN ASPHALT PAVING             | 100.00       |
| 267217               |               | 001660   | MICHIGAN CAT                        | 266.36       |
| 267218               | *             | 001387   | MICHIGAN MUNICIPAL LEAGUE           | 259,875.00   |
| 267219               |               | 008420   | MIDWEST POLICE MOTORCYCLE TRAINING  | 200.00       |
| 267220               |               | 001950   | MILLER CANFIELD PADDOCK AND         | 13,048.86    |
| 267221               |               | MISC     | MOSHER & ASSOCIATES LANDSCAPE DESIG | 100.00       |
| 267222               |               | MISC     | MR ROOF HOLDING CO LLC              | 400.00       |
| 267223               | *             | 008839   | KENNETH DANIEL MURPHY               | 1,000.00     |
| 267224               |               | MISC     | NAGIA, ZIAD                         | 100.00       |
| 267225               |               | 001194   | NELSON BROTHERS SEWER               | 185.00       |
| 267227               |               | MISC     | NOSAN VENTURES                      | 1,000.00     |
| 267228               | *             | 000477   | OAKLAND COUNTY                      | 1,868.97     |
| 267229               | *             | 003461   | OBSERVER & ECCENTRIC                | 760.20       |
| 267230               |               | 001484   | OAKLAND COUNTY EQUALIZATION         | 10.00        |
| 267231               | *             | 004370   | OCCUPATIONAL HEALTH CENTERS         | 478.00       |
| 267232               | *             | 000481   | OFFICE DEPOT INC                    | 1,082.91     |
| 267233               |               | 001325   | P.K. CONTRACTING INC                | 7,987.45     |
| 267234               |               | 008418   | PIPETEK INFRASTRUCTURE SERVICES     | 2,136.90     |
| 267235               |               | MISC     | PLUMBER'S SERVICE INC               | 1,000.00     |
| 267236               |               | MISC     | POSTBOX PROPERTIES 1620 LLC         | 100.00       |
| 267237               |               | 006729   | QUENCH USA INC                      | 363.60       |
| 267238               | *             | 008342   | RAIN MASTER CONTROL SYSTEMS         | 29.85        |
| 267239               |               | MISC     | ROOF MANAGEMENT COMPANY, INC        | 100.00       |
| 267240               |               | MISC     | ROSS JAY KAPLAN SUSAN E KAPLAN      | 100.00       |
| 267241               |               | 000218   | ROYAL OAK P.D.Q. LLC                | 158.00       |
| 267242               |               | MISC     | SHARRAK, MATTHEW                    | 100.00       |
| 267244               |               | 009009   | SIGNATURE CLEANING LLC              | 5,149.00     |
| 267245               | *             | 008073   | SITEONE LANDSCAPE SUPPLY, INC       | 294.48       |
| 267246               |               | MISC     | SOLOY, MARY BETH                    | 100.00       |
| 267247               |               | 002809   | STATE OF MICHIGAN                   | 25.00        |
| 267248               |               | MISC     | STEPHEN LORD BUILDING               | 200.00       |
| 267249               |               | 004544   | STRYKER SALES CORPORATION           | 426.05       |
| 267250               |               | 000256   | SUBURBAN BUICK GMC INC              | 712.34       |
| 267251               |               | MISC     | THE HOUSEWAY CO                     | 100.00       |
| 267252               |               | MISC     | THOMAS SEBOLD & ASSOCIATES, IN      | 2,300.00     |
| 267253               |               | 000275   | TIRE WHOLESALERS CO INC             | 197.60       |
| 267254               | *             | 008411   | VARIPRO                             | 813.00       |
| 267255               | *             | 000158   | VERIZON WIRELESS                    | 841.91       |
| 267256               | *             | 000158   | VERIZON WIRELESS                    | 151.86       |
| 267257               |               | MISC     | WALLSIDE INC                        | 1,500.00     |
| 267258               |               | MISC     | WINDOW PRO HOLDINGS LLC             | 500.00       |
| SUBTOTAL PAPER CHECK |               |          |                                     | \$733,482.85 |

**City of Birmingham**  
**Warrant List Dated 07/03/2019**

Meeting of 07/08/2019

| Check Number             | Early Release | Vendor # | Vendor                            | Amount         |
|--------------------------|---------------|----------|-----------------------------------|----------------|
| <u>ACH TRANSACTION</u>   |               |          |                                   |                |
|                          | *             | 008847   | ABS- AUTOMATED BENEFIT SVCS, INC  | 19,349.20      |
|                          | *             | 002284   | ABEL ELECTRONICS INC              | 1,200.00       |
|                          |               | 007440   | AMICI PET SERVICES, INC           | 110.00         |
|                          |               | 001357   | ART/DESIGN GROUP LTD              | 130.00         |
|                          | *             | 007345   | BEVERLY HILLS ACE                 | 53.98          |
|                          | *             | 007624   | BIRMINGHAM OIL CHANGE CENTER, LLC | 30.72          |
|                          |               | 000847   | DETROIT SALT COMPANY              | 54,398.02      |
|                          |               | 001035   | DOUGLASS SAFETY SYSTEMS LLC       | 78.97          |
|                          |               | 001077   | DUNCAN PARKING TECH INC           | 8,765.40       |
|                          | *             | 000207   | EZELL SUPPLY CORPORATION          | 96.05          |
|                          |               | 007314   | FLEIS AND VANDENBRINK ENG. INC    | 10,374.90      |
|                          | *             | 007807   | G2 CONSULTING GROUP LLC           | 14,302.50      |
|                          |               | 003938   | HART PAVEMENT STRIPING CORP       | 51,690.00      |
|                          |               | 007465   | IN-HOUSE VALET INC                | 1,500.00       |
|                          |               | 008851   | INSIGHT INVESTMENT                | 4,264.31       |
|                          | *             | 000261   | J.H. HART URBAN FORESTRY          | 15,521.50      |
|                          | *             | 003458   | JOE'S AUTO PARTS, INC.            | 1,073.72       |
|                          | *             | 005550   | LEE & ASSOCIATES CO., INC.        | 585.65         |
|                          | *             | 007856   | NEXT                              | 2,580.99       |
|                          | *             | 006359   | NYE UNIFORM COMPANY               | 737.00         |
|                          |               | 000478   | ROAD COMM FOR OAKLAND CO          | 93,918.56      |
|                          |               | 003785   | SIGNS-N-DESIGNS INC               | 647.00         |
|                          | *             | 001255   | TEKNICOLORS INC                   | 11.04          |
|                          |               | 002037   | TOTAL ARMORED CAR SERVICE, INC.   | 736.27         |
|                          | *             | 003925   | WIZBANG PRODUCTS CO               | 1,121.57       |
| SUBTOTAL ACH TRANSACTION |               |          |                                   | \$283,277.35   |
| GRAND TOTAL              |               |          |                                   | \$1,016,760.20 |

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



Mark Gerber  
Finance Director/ Treasurer

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





## MEMORANDUM

City Clerk's Office

**DATE:** July 1, 2019

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

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

**SUBJECT:** Appointment of Election Inspectors for August 6, 2019 Special Election

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As the official Election Commission for the City of Birmingham, election law requires the City Commission to appoint at least three election inspectors, to include at least one election inspector from each major political party, for each precinct. Under MCL 168.16 only the Republican and Democratic parties qualify as a "major party".

The deadline to appoint election inspectors for the August 6, 2019 Special Election is July 16, 2019. Attached is a list of inspectors that have been assigned to serve for the August 6, 2019 Special Election.

**SUGGESTED RESOLUTION:**

Resolution approving the appointment of election inspectors, absent voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the August 6, 2019 Special Election pursuant to MCL 168.674(1), setting 10:00 a.m. as the start time for the absent voter counting board, and granting the City Clerk authority to make emergency appointments of qualified candidates should circumstances warrant to maintain adequate staffing in the various precincts, counting boards and receiving boards.

AUGUST 6, 2019 SPECIAL ELECTION  
Election Inspector Appointments

| ELECTION DATE | PRECINCT | LAST NAME      | FIRST NAME   | SERVING AS: | ADDRESS | STREET           | CITY             | ZIP   | PHONE          | PARTY      |
|---------------|----------|----------------|--------------|-------------|---------|------------------|------------------|-------|----------------|------------|
| 06-Aug-19     |          | CONYERS        | STEVEN       | CHAIR       | 655     | CHAPIN AVE.      | BIRMINGHAM       | 48009 | (248) 835-5785 | Democrat   |
| 06-Aug-19     |          | Fuller         | Dulce        | Chairperson | 255     | Pierce           | Birmingham       | 48009 | (248) 245-4000 | Republican |
| 06-Aug-19     |          | Barnes         | Jean         | Co-Chair    | 1567    | Quarton          | Birmingham       | 48009 | (248) 644-8307 | Republican |
| 06-Aug-19     |          | Acker          | Edwin L.     | Inspector   | 111     | Elm St., #342    | Birmingham       | 48009 | (248) 892-9957 | Democrat   |
| 06-Aug-19     |          | BENDER         | ALEC R.      | INSPECTOR   | 1026    | PURITAN AVE.     | BIRMINGHAM       | 48009 | (248) 561-8527 | Democrat   |
| 06-Aug-19     |          | Bernhardt      | Doreen       | Inspector   | 23139   | Old Orchard      | Bingham Farms    | 48025 | (248) 410-2867 | Republican |
| 06-Aug-19     |          | BOUKAMP        | MARIANNE     | INSPECTOR   | 250     | 250 MARTIN ST,   | BIRMINGHAM       | 48009 | (248) 229-6087 | Republican |
| 06-Aug-19     |          | Brown          | Ginger       | Inspector   | 711     | Colonial Ct.     | Birmingham       | 48009 | (248) 646-1688 | Democrat   |
| 06-Aug-19     |          | Brunhofer      | Margaret     | Inspector   | 1043    | N. Glenhurst     | Birmingham       | 48009 | (248) 644-3182 | Democrat   |
| 06-Aug-19     |          | Burns          | John         | Inspector   | 898     | Putney           | Birmingham       | 48009 | (248) 644-7619 | Republican |
| 06-Aug-19     |          | CADD           | ADAM         | INSPECTOR   | 591     | LENOX AVE.       | PONTIAC          | 48340 | (248) 515-7525 | Democrat   |
| 06-Aug-19     |          | Chandler       | Alicia       | Inspector   | 955     | Shirley          | Birmingham       | 48009 | (248) 763-3694 | Democrat   |
| 06-Aug-19     |          | Cin            | Pamela       | Inspector   | 145     | S. Glenhurst     | Birmingham       | 48009 | (248) 792-3669 | Republican |
| 06-Aug-19     |          | CLINE          | CATHERINE    | INSPECTOR   | 900     | N. ADAMS         | BIRMINGHAM       | 48009 | (248) 635-5192 | Republican |
| 06-Aug-19     |          | Connery        | Thomas       | Inspector   | 1796    | Holland          | Birmingham       | 48009 | (248) 646-8940 | Republican |
| 06-Aug-19     |          | Cook           | Helen        | Inspector   | 2613    | Oxford           | Troy             | 48084 | (248) 646-4272 | Republican |
| 06-Aug-19     |          | Corcoran       | Gail         | INSPECTOR   | 1902    | BIRMINGHAM       | BIRMINGHAM       | 48009 | (248) 646-3330 | Republican |
| 06-Aug-19     |          | Cwikiel-Glavin | Annie        | INSPECTOR   | 909     | Chestnut         | Birmingham       | 48009 | (248) 647-2201 | Democrat   |
| 06-Aug-19     |          | DARMODY        | SUANN        | INSPECTOR   | 1392    | E. LINCOLN       | BIRMINGHAM       | 48009 | (248) 642-9781 | Democrat   |
| 06-Aug-19     |          | Davison        | Mark A.      | Inspector   | 1073    | Covington        | Bloomfield       | 48301 | (248) 225-0463 | Republican |
| 06-Aug-19     |          | Davison        | Mary Ann     | Inspector   | 1078    | Covington Rd     | Blmfld Hills     | 48301 | (248) 647-2864 | Republican |
| 06-Aug-19     |          | DEGRAFF        | DRIEKA       | INSPECTOR   | 1711    | LATHAM ST.       | BIRMINGHAM       | 48009 | (248) 594-4080 | Democrat   |
| 06-Aug-19     |          | DEGROAT        | KENDRA       | INSPECTOR   | 523     | E. SOUTHLAWN     | BIRMINGHAM       | 48009 | (248) 561-8877 | Republican |
| 06-Aug-19     |          | DOLIN          | GAIL         | INSPECTOR   | 34428   | ORSINI DR.       | STERLING         | 48312 | (586) 770-2775 | Republican |
| 06-Aug-19     |          | Dreer          | Gerald       | Inspector   | 2794    | Derby            | Birmingham       | 48009 | (248) 649-6263 | Republican |
| 06-Aug-19     |          | Duff           | Denise       | Inspector   | 1025    | Norfolk Dr       | Birmingham       | 48009 | (248) 644-2869 | Republican |
| 06-Aug-19     |          | FLYNN          | CAMERON      | INSPECTOR   | 839     | RIDGEDALE AVE    | BIRMINGHAM       | 48009 | (248) 770-6225 | Democrat   |
| 06-Aug-19     |          | Foerster       | Valerie      | Inspector   | 468     | Fox Hills Dr. S. | Bloomfield Hills | 48304 | (248) 481-3810 | Republican |
| 06-Aug-19     |          | Friedman       | Jane Allison | Inspector   | 1587    | S. Bates         | Birmingham       | 48009 | (248) 644-5873 | Democrat   |
| 06-Aug-19     |          | Gabler         | Valerie      | Inspector   | 276     | Massoit          | Clawson          | 48017 | (248) 288-0645 | Republican |
| 06-Aug-19     |          | George         | Kristin      | Inspector   | 812     | Kennesaw         | Birmingham       | 48009 | (248) 765-2837 | Republican |
| 06-Aug-19     |          | GONZALEZ       | MARIA A.     | INSPECTOR   | 528     | PILGRIM AVE      | BIRMINGHAM       | 48009 | (832) 317-0803 | Democrat   |
| 06-Aug-19     |          | Goodwin        | Allison      | Inspector   | 2345    | Windemere        | Birmingham       | 48009 | (248) 649-6883 | Democrat   |
| 06-Aug-19     |          | GRANT          | MARCY        | INSPECTOR   | 1644    | GRAEFIELD        | BIRMINGHAM       | 48009 | (248) 872-1390 | Republican |
| 06-Aug-19     |          | GUEVARA, JR.   | WALTER       | INSPECTOR   | 933     | MOHEBAN          | BIRMINGHAM       | 48009 | (248) 797-2073 | Republican |
| 06-Aug-19     |          | HILDEBRAND     | CHRISTINE    | INSPECTOR   | 1922    | DERBY            | BIRMINGHAM       | 48009 | (248) 953-1424 | Democrat   |
| 06-Aug-19     |          | Hueni          | Jennifer P.  | Inspector   | 2112    | N. Wilson Ave.   | Royal Oak        | 48073 | (248) 398-0267 | Democrat   |
| 06-Aug-19     |          | Linnell        | Karen        | Inspector   | 1025    | Fairfax          | Birmingham       | 48009 | (248) 594-9871 | Democrat   |
| 06-Aug-19     |          | LUNDAL         | SUSAN J.     | INSPECTOR   | 639     | COOLIDGE         | BIRMINGHAM       | 48009 | (248) 816-9151 | Democrat   |

AUGUST 6, 2019 SPECIAL ELECTION  
Election Inspector Appointments

| ELECTION DATE | PRECINCT | LAST NAME   | FIRST NAME   | SERVING AS:  | ADDRESS | STREET        | CITY        | ZIP   | PHONE          | PARTY      |
|---------------|----------|-------------|--------------|--------------|---------|---------------|-------------|-------|----------------|------------|
| 06-Aug-19     |          | Martin      | Taneka M.    | Inspector    | 27405   | Harvard Rd.   | Southfield  | 48076 | (646) 641-5994 | Democrat   |
| 06-Aug-19     |          | MCELROY     | DEBRA        | INSPECTOR    | 2106    | BUCKINGHAM    | BIRMINGHAM  | 48009 | (248) 816-1559 | Republican |
| 06-Aug-19     |          | McGillivray | Michael J.   | Inspector    | 2333    | W. Lincoln    | Birmingham  | 48009 | (248) 703-3139 | Green      |
| 06-Aug-19     |          | O'Connor    | Thomas H.    | Inspector    | 2070    | Sheffield     | Birmingham  | 48009 | (248) 822-9669 | Democrat   |
| 06-Aug-19     |          | O'Connor    | Susan        | Inspector    | 2070    | Sheffield     | Birmingham  | 48009 | (248) 882-4913 | Democrat   |
| 06-Aug-19     |          | Otis        | Charles F.   | Inspector    | 996     | Chester       | Birmingham  | 48009 | (248) 630-5683 | Democrat   |
| 06-Aug-19     |          | PAULER      | DAVID J.     | INSPECTOR    | 259     | W. BROWN      | BIRMINGHAM  | 48009 | (316) 207-3334 | Republican |
| 06-Aug-19     |          | Pieprzyk    | Stanley J..  | Inspector    | 1166    | Henrietta     | Birmingham  | 48009 | (248) 644-3855 | Republican |
| 06-Aug-19     |          | PIFER       | KAREN        | INSPECTOR    | 1010    | MOHEGAN       | BIRMINGHAM  | 48009 | (248) 258-5934 | Republican |
| 06-Aug-19     |          | Roberts     | Mary         | Inspector    | 2352    | Buckingham    | Birmingham  | 48009 | (248) 535-9871 | Democrat   |
| 06-Aug-19     |          | Rock        | Karen        | Inspector    | 465     | Pilgrim       | Birmingham  | 48009 | (248) 540-9203 | Democratic |
| 06-Aug-19     |          | SAYLOR      | ANNETTE L.   | INSPECTOR    | 450     | OAK #203      | BIRMINGHAM  | 48009 | (248) 640-4784 | Democrat   |
| 06-Aug-19     |          | Schlesinger | Francine     | Inspector    | 578     | Wallace       | Birmingham  | 48009 | (248) 890-9100 | Democrat   |
| 06-Aug-19     |          | Silverman   | Geoffrey L.  | Inspector    | 578     | Wallace       | Birmingham  | 48009 | (248) 882-4505 | Democrat   |
| 06-Aug-19     |          | SIMON       | SUZANNE C.   | INSPECTOR    | 415     | ARGYLE        | BIRMINGHAM  | 48009 | (248) 909-7351 | Democrat   |
| 06-Aug-19     |          | SIMON       | SHELDON S.   | INSPECTOR    | 415     | ARGYLE        | BIRMINGHAM  | 48009 | (248) 909-6931 | Democrat   |
| 06-Aug-19     |          | Swain       | Marcia       | Inspector    | 215     | Westchester   | Birmingham  | 48009 | (248) 504-8951 | Republican |
| 06-Aug-19     |          | Tate        | Taneka       | Inspector    | 448     | Elm St        | Pontiac     | 48342 | (248) 739-8077 | Democrat   |
| 06-Aug-19     |          | Torner      | Maryanne     | Inspector    | 455     | Harmon        | Birmingham  | 48009 | (248) 644-2815 | Republican |
| 06-Aug-19     |          | WANDYEZ     | PHILLIP WEST | INSPECTOR    | 983     | RIVENOAK      | BIRMINGHAM  | 48009 | (248) 885-7409 | Democrat   |
| 06-Aug-19     |          | Warner      | Betty        | Inspector    | 840     | Larchlea      | Birmingham  | 48009 | (248) 703-3162 | Democrat   |
| 06-Aug-19     |          | WHITE       | HEIDI        | INSPECTOR    | 2002    | Hazel         | BIRMINGHAM  | 48009 | (773) 531-9829 | Democrat   |
| 06-Aug-19     |          | Wilson      | Shirley      | Inspector    | 1843    | Stanley Blvd. | Birmingham  | 48009 | (248) 535-7738 |            |
| 06-Aug-19     |          | Wilson      | Scott        | Inspector    | 1843    | Stanley Blvd. | Birmingham  | 48009 | (248) 496-1159 | Republican |
| 06-Aug-19     |          | Zane        | Heather      | Inspector    | 1014    | Chestnut      | Birmingham  | 48009 | (248) 910-4776 | Democrat   |
| 06-Aug-19     |          | Ecker       | Charles      | Student Insp | 222     | Orchard View  | Royal Oak   | 48073 | (248) 588-9116 | Democrat   |
| 06-Aug-19     |          | Trimble     | Sofia        | Student Insp | 528     | Pilgrim Ave.  | Birmingham  | 48009 | (832) 317-0803 | Democrat   |
| 06-Aug-19     | 1        | Stoessel    | Robert       | Chairperson  | 998     | Woodlea       | Birmingham  | 48009 | (248) 647-7352 | Republican |
| 06-Aug-19     | 1        | Stoessel    | Mary Lee     | Inspector    | 998     | Woodlea       | Birmingham  | 48009 | (247) 647-7352 | Republican |
| 06-Aug-19     | 2        | Roush-Logue | Martha       | Inspector    | 2010    | Buckingham    | Birmingham  | 48009 | (248) 649-4921 | Republican |
| 06-Aug-19     | 2        | Woodward    | Erica        | Inspector    | 1124    | LAKEVIEW CIR  | GRAND BLANC | 48438 | (248) 953-2826 | Republican |
| 06-Aug-19     | 2-3      | Barnes      | Webb         | Super-Chair  | 1567    | Quarton       | Birmingham  | 48009 | (248) 644-8307 | Republican |
| 06-Aug-19     | 3        | Stenzel     | Martha       | Inspector    | 621     | N Eton        | Birmingham  | 48009 | (248) 643-8228 | Republican |
| 06-Aug-19     | 4        | Meredith    | Marie        | Chairperson  | 1495    | Haynes        | Birmingham  | 48009 | (248) 723-5557 | Republican |
| 06-Aug-19     | 4        | ROGOWSKI    | ANTHONY J.   | INSPECTOR    | 1495    | HAYNES        | BIRMINGHAM  | 48009 | (248) 385-7795 | Republican |
| 06-Aug-19     | 4        | Romanelli   | Constance    | Inspector    | 1998    | Hazel         | Birmingham  | 48009 | (248) 310-4605 | Democrat   |
| 06-Aug-19     | 4        | Tresh       | Shirley      | Inspector    | 1043    | N Old         | Birmingham  | 48009 | (978) 994-2610 | Republican |
| 06-Aug-19     | 7        | Rose        | Cynthia      | Chairperson  | 1011    | Clark         | Birmingham  | 48009 | (248) 644-8257 | Democrat   |
| 06-Aug-19     | 7        | Hansen      | Kristi       | Inspector    | 1423    | Bird          | Birmingham  | 48009 | (248) 540-8046 | Democrat   |

AUGUST 6, 2019 SPECIAL ELECTION  
Election Inspector Appointments

| ELECTION DATE | PRECINCT  | LAST NAME  | FIRST NAME  | SERVING AS:  | ADDRESS | STREET          | CITY             | ZIP   | PHONE          | PARTY      |
|---------------|-----------|------------|-------------|--------------|---------|-----------------|------------------|-------|----------------|------------|
| 06-Aug-19     | 7         | Richey     | Lester      | Inspector    | 1690    | Stanley         | Birmingham       | 48009 | (248) 644-7143 | Republican |
| 06-Aug-19     | 8         | Cornillie  | Ronald J.   | CHAIR        | 2109    | Elmhurst        | Royal Oak        | 48073 | (248) 321-4466 | Republican |
| 06-Aug-19     | 8         | Keefer     | Judith      | Inspector    | 505     | E. Lincoln, #4  | Birmingham       | 48009 | (248) 249-0996 | Democrat   |
| 06-Aug-19     | 8         | RODZIK     | MARILYN     | INSPECTOR    | 555     | TOWNSEND        | BIRMINGHAM       | 48009 | (248) 854-8057 | Democrat   |
| 06-Aug-19     | 8         | TURNEY     | SHEILA      | INSPECTOR    | 475     | S. ADAMS, UNIT  | BIRMINGHAM       | 48009 | (312) 933-5173 | Democrat   |
| 06-Aug-19     | 9         | Killiany   | Andrew      | Chairperson  | 1418    | Pierce          | Birmingham       | 48009 | (248) 645-9083 | Republican |
| 06-Aug-19     | 9         | KHOURY     | PRISCILLA   | Inspector    | 6805    | Andiron Ct.     | W. Bloomfield    | 48322 | (906) 281-0404 | Democrat   |
| 06-Aug-19     | Alternate | Pinson     | Janice      | Inspector    | 1637    | Henrietta       | Birmingham       | 48009 | (248) 752-0110 | Republican |
| 06-Aug-19     | AV        | Tellier    | Anneke      | chair        | 1608    | Maryland Blvd.  | Birmingham       | 48009 | (248) 388-6579 | Republican |
| 06-Aug-19     | AV        | Folin      | Robert      | Inspector    | 1245    | Derby, #5       | Birmingham       | 48009 | (248) 594-4062 | Republican |
| 06-Aug-19     | AV        | Folin      | Carolyn     | Inspector    | 1245    | Derby, #5       | Birmingham       | 48009 | (248) 594-4062 | Republican |
| 06-Aug-19     | AV        | Franco     | Kathleen L. | Inspector    | 1960    | Graefield       | Birmingham       | 48009 | (248) 835-3817 | Democrat   |
| 06-Aug-19     | AV        | Franco     | Lucetta V.  | Inspector    | 1970    | Graefield       | Birmingham       | 48009 | (248) 703-9151 | Democrat   |
| 06-Aug-19     | AV        | Johnson    | William     | Inspector    | 1127    | Derby #2        | Birmingham       | 48009 | (248) 645-9556 | Republican |
| 06-Aug-19     | AV        | Lang       | Chantal     | Inspector    | 4121    | W. 14 Mile Rd.  | Royal Oak        | 48073 | (313) 915-6608 | Democrat   |
| 06-Aug-19     | AV        | Macintosh  | Ronald      | Inspector    | 2648    | Windemere       | Birmingham       | 48009 | (248) 649-5902 | Republican |
| 06-Aug-19     | AV        | OLSON      | FRANCES     | INSPECTOR    | 740     | OAKLAND AVE     | BIRMINGHAM       | 48009 | (248) 646-6192 | Republican |
| 06-Aug-19     | AV        | Reese      | Oberia      | Inspector    | 5614    | Priory Ln       | Bloomfield Hills | 48301 | (248) 851-7129 | Democrat   |
| 06-Aug-19     | AV        | Sanders    | Greta       | Inspector    | 333     | N Troy St #1011 | Royal Oak        | 48067 | (248) 790-2113 | Democrat   |
| 06-Aug-19     | AV        | Von Storch | Gisela      | Inspector    | 42160   | Woodward, #57   | Bloomfield Hills | 48304 | (248) 561-7151 | Republican |
| 06-Aug-19     | AVCB      | Howell     | Cheryl      | Co-Chair     | 984     | Kennesaw        | Birmingham       | 48009 | (248) 646-5668 | Democrat   |
| 06-Aug-19     | RB        | Mio        | Leslie      | RB           | 118     | OXFORD RD.      | BERKLEY          | 48072 | (248) 547-9897 | Democrat   |
| 06-Aug-19     | RB        | Larson     | Ann         | Receiving Bd | 319     | Charlevoix St.  | Clawson          | 48017 | (248) 840-9838 | Republican |
| 06-Aug-19     | RB        | ROUSH      | JENNIFER    | RECEIVING BD | 1075    | CANTERBURY      | BIRMIINGHAM      | 48009 | (248) 736-2801 | Republican |
| 06-Aug-19     | TBD       | LUCIK      | SHARON      | INSPECTOR    | 1212    | E. LINCOLN      | BIRMINGHAM       | 48009 | (248) 645-6819 | Democrat   |
| 06-Aug-19     | RB        | Barrett    | Paul        | Receiving Bd | 359     | N. Eton         | Birmingham       | 48009 | (248) 643-9195 | Republican |
| 06-Aug-19     | RB        | Klobucar   | Teresa      | Receiving Bd | 151     | Martin          | Birmingham       | 48009 | (248) 530-1825 | Democrat   |

**DATE:** July 8, 2019

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

**FROM:** Paul A. Wells, Interim Fire Chief

**SUBJECT:** Lucas III Chest Compression System

---

**INTRODUCTION:**

The Birmingham Fire Department currently has a Lucas II Chest Compression System that is approximately 5 years old and stored on Rescue 1. Rescue 2, now that it is in service more frequently, would benefit from having a Lucas III in its inventory.

**BACKGROUND:**

Five years ago, Birmingham became the first local fire department to purchase a Lucas II Chest Compression System. This "CPR machine" can do chest compressions in a cardiac event better than a highly trained medical professional. The Lucas III can do compressions for 45 minutes on a single battery. The system can pump more blood for an unconscious patient, which increases their chance of survival. The system is compact and can do compressions while a patient is being moved onto the stretcher instead of having to pause during high quality CPR. Stryker is a sole source vendor for Lucas products.

**LEGAL REVIEW:**

A legal review was conducted and no legal issues exist.

**FISCAL IMPACT:**

Funding for the Lucas III Chest Compression System was included in the approved budget for FY 2019-2020.

**SUMMARY:**

The Birmingham Fire Department is requesting to purchase a Lucas III Chest Compression System from Stryker. This tool will enhance our abilities as an Advanced Life Support Fire Department to save more lives over the lifetime of the machine.

**ATTACHMENTS:**

LUCAS III Chest Compression System quote from Stryker

**SUGGESTED RESOLUTION:**

To purchase a Lucas III Chest Compression System from Stryker out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,221.77.



### Emergency Care

11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A.  
www.physio-control.com  
tel 800.442.1142  
Sales Order fax 800.732.0956  
Service Plan fax 800.772.3340

To BIRMINGHAM FD  
Attn: Paul Wells, Deputy Fire Chief  
572 S ADAMS ST  
BIRMINGHAM, MI 48009  
(248) 318-1777  
[pwells@bhamgov.org](mailto:pwells@bhamgov.org)

Quote Number 00176793  
Revision # 1  
Created Date 5/22/2019  
Sales Consultant Maegan Beveridge  
517-740-3161  
[maegan.beveridge@stryker.com](mailto:maegan.beveridge@stryker.com)  
FOB Redmond, WA  
Terms All quotes subject to credit approval and the following terms and conditions  
NET Terms NET 30

Expiration Date 7/31/2019

| Product      | Product Description  | Quantity | List Price | Unit Discount | Unit Sales Price | Total Price |
|--------------|--|----------|------------|---------------|------------------|-------------|
| 99576-000063 | LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management. | 1.00     | 16,190.00  | -2,104.70     | 14,085.30        | 14,085.30   |
| 11576-000060 | LUCAS Battery Desk-Top Charger   | 1.00     | 1,235.00   | -160.55       | 1,074.45         | 1,074.45    |
| 11576-000071 | LUCAS Power Supply   | 1.00     | 391.00     | -50.83        | 340.17           | 340.17      |
| 11576-000080 | LUCAS 3 Battery - Dark Grey - Rechargeable LiPo  | 1.00     | 755.00     | -98.15        | 656.85           | 656.85      |

Subtotal USD 16,156.77  
Estimated Tax USD 0.00  
Estimated Shipping & Handling USD 65.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total USD 16,221.77

### Pricing Summary Totals

List Price Total USD 18,571.00  
Total Contract Discounts Amount USD 0.00  
Total Discount USD -2,414.23  
Trade In Value USD 0.00

Tax + S&H

USD 65.00

**GRAND TOTAL FOR THIS QUOTE**

USD 16,221.77

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

**- OR -**

**Required information if no Purchase Order is provided**

|  |  |
|--|--|
| <b>Billing Address</b> <input type="checkbox"/> same as address on quote | <b>Shipping Address</b> <input type="checkbox"/> same as Billing Address         |
| Account Name   | Account Name   |
| Address  | Address  |
| City   | City   |
| State  | State  |
| Zip Code   | Zip Code   |
| <b>Accounts Payable Contact Information</b>                              |  |
| Accounts Payable Contact   | Accounts Payable Phone Number  |
| Accounts Payable Email   | Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Authorized Customer Signature</b>                                     |  |
| Name   | Signature  |
| Title  | Date   |

**Optional information:**

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number MB/19959001/175366



**General Terms for all Products, Services and Subscriptions.**

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**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.





# MEMORANDUM

Fire Department

**DATE:** July 8, 2019  
**TO:** Joseph A. Valentine, City Manager  
**FROM:** Paul A. Wells, Interim Fire Chief  
**SUBJECT:** Stryker Power-PRO XT Stretcher

---

## INTRODUCTION:

The Birmingham Fire Department currently has three Rescues (Ambulances) in its inventory. Two Rescues are front line and the third is a reserve unit that was purchased in 2001. The reserve unit does not have a stretcher and is currently not licensed by the State of Michigan.

## BACKGROUND:

In May of 2019, a new Rescue was delivered to the Birmingham Fire Department and placed into service as Rescue 1 at Station 1 (Adams Station). This Rescue did not come with a new stretcher and currently is using a stretcher from our reserve Rescue 3. Rescue 2 is using a 2001 manual stretcher and Rescue 3 is currently not licensed, due to the fact that it does not have a stretcher. Stryker is a sole source vendor for the Power-PRO XT Stretcher.

## LEGAL REVIEW:

A legal review was conducted and no legal issues exist.

## FISCAL IMPACT:

Funding for the Stryker Power-PRO XT Stretcher was included in the approved budget for FY 2019-2020.

## SUMMARY:

The Birmingham Fire Department is requesting to purchase a Stryker Power-PRO XT stretcher so the manual stretcher can be placed back on Rescue 3. Rescue 3 can then be licensed and used as a back-up, when needed. The new Stryker Power-PRO XT stretcher can lift a patient weighing up to 700 pounds, reducing injuries to Fire Department personnel. The stretcher also works in correlation with our new Rescue 1 stretcher loading and securing system, providing safer loading and transport of patients.

## ATTACHMENTS:

Stryker Power-PRO XT stretcher quote

## SUGGESTED RESOLUTION:

To purchase a Stryker Power-PRO XT stretcher out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,748.37.



## Birmingham FD Power Cot

Quote Number: 10012798  
Version: 1  
Prepared For: BIRMINGHAM FIRE DEPT  
  
Quote Date: 05/23/2019  
Expiration Date: 08/21/2019

Remit to: P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Jamie Smith  
Email: jamie.smith@stryker.com  
Phone Number:  
Mobile: (269) 303-1257

### Delivery Address

Name: BIRMINGHAM FIRE DEPT  
Account #: 1155751  
Address: 572 S ADAMS  
BIRMINGHAM  
Michigan 48009-6755

### Ship To Account

Name: BIRMINGHAM FIRE DEPT  
Account #: 1155751  
Address: 572 S ADAMS  
BIRMINGHAM  
Michigan 48009-6755

### Bill To Account

Name: CITY OF BIRMINGHAM  
Account #: 1155750  
Address: PO BOX 3001  
BIRMINGHAM  
Michigan 48012

### Equipment Products:

| #    | Product      | Description                    | Qty | Sell Price  | Total       |
|------|--------------|--------------------------------|-----|-------------|-------------|
| 1.0  | 6506000000   | Power-PRO XT                   | 1   | \$16,287.45 | \$16,287.45 |
| 1.1  | 6085033000   | PR Cot Retaining Post          |     |             |             |
| 1.2  | 7777881669   | 3 Yr X-Frame Powertrain Wrnty  |     |             |             |
| 1.3  | 7777881670   | 2 Yr Bumper to Bumper Warranty |     |             |             |
| 1.4  | 6506026000   | Power Pro Standard Components  |     |             |             |
| 1.5  | 6500001430   | X-RESTRAINT PACKAGE            |     |             |             |
| 1.6  | 0054030000   | DOM SHIP (NOT HI, AK, PR, GM)  |     |             |             |
| 1.7  | 650606160000 | ONE PER ORDER, MANUAL, ENG OPT |     |             |             |
| 1.8  | 6085031000   | Trendelenburg                  |     |             |             |
| 1.9  | 6506038000   | Steer Lock Option              |     |             |             |
| 1.10 | 6060036017   | SAFETY HOOK, SHORT             |     |             |             |
| 1.11 | 6506127000   | Power-LOAD Compatible Option   |     |             |             |
| 1.12 | 6500038000   | SMRT KIT-120V AC,12V DC, Brckt |     |             |             |
| 1.13 | 6500003130   | KNEE GATCH BOLSTER MATRSS, XPS |     |             |             |
| 1.14 | 6506040000   | XPS Option                     |     |             |             |
| 1.15 | 6506036000   | No HE Section O2 Bottle        |     |             |             |
| 1.16 | 0054200994   | No Runner/HE O2                |     |             |             |
| 1.17 | 6500315000   | 3 Stage IV Pole PR Option      |     |             |             |
| 1.18 | 6506012003   | STANDARD FOWLER                |     |             |             |
| 1.19 | 6500130000   | Pocketed Back Rest Pouch       |     |             |             |
| 1.20 | 6500128000   | Head End Storage Flat          |     |             |             |
| 1.21 | 6500147000   | Equipment Hook                 |     |             |             |
| 1.22 | 6500241000   | Fowler O2 Bottle Holder        |     |             |             |



Birmingham FD Power Cot

Quote Number: 10012798

Version: 1

Prepared For: BIRMINGHAM FIRE DEPT

Quote Date: 05/23/2019

Expiration Date: 08/21/2019

Remit to: P.O. Box 93308

Chicago, IL 60673-3308

Rep: Jamie Smith

Email: jamie.smith@stryker.com

Phone Number:

Mobile: (269) 303-1257

| #                | Product    | Description                    | Qty | Sell Price | Total       |
|------------------|------------|--------------------------------|-----|------------|-------------|
| 2.0              | 6391000000 | Mass Casualty Fastener         | 1   | \$460.92   | \$460.92    |
| 2.1              | 6391001002 | Power-LOAD Mass Cas Floor Moun |     |            |             |
| 2.2              | 6362020000 | Short Rail Option              |     |            |             |
| 2.3              | 6370109001 | Ambulance Cot Fast OPS Manual  |     |            |             |
| 2.4              | 7777881660 | 1 year parts, labor & travel   |     |            |             |
| Equipment Total: |            |                                |     |            | \$16,748.37 |

Price Totals:

|              |             |
|--------------|-------------|
| Grand Total: | \$16,748.37 |
|--------------|-------------|

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



# MEMORANDUM

Fire Department

**DATE:** July 8, 2019

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

**FROM:** Paul A. Wells, Interim Fire Chief

**SUBJECT:** New Technical Rescue Trailer

## INTRODUCTION:

The Birmingham Fire Department currently has a 2001 technical rescue trailer that is undersized, structurally deteriorating, and not capable of handling the increased needs of our Technical Rescue Team. The Fire Department is requesting to purchase a larger, updated trailer that can be used to handle larger and extended deployments.

## BACKGROUND:

In 2002, the Birmingham Fire Department purchased its first and current technical rescue trailer for the newly formed OAKWAY Technical Rescue Team. Once a month, the team meets over a period of two days and trains on realistic confined space, collapse, trench rescue, high-angle rescue, and other technical rescue specialties. As time has passed, Birmingham Fire Department team members, led by Captain Tom Hughes and Captain Chris Deman, have become leaders of the OAKWAY team. A new, larger trailer is needed to meet the increasing demands of our members and storage of increased amounts of equipment. Oakland County is purchasing additional equipment for the OAKWAY Technical Rescue Team this summer and this equipment will be stored in Birmingham, due to our central location within the County. The new, larger trailer will accommodate this additional equipment purchased by the County. Bidding was solicited from three vendors that are listed in the table below.

| Vendor Name:                                   | Bid Amount:       |
|--|-------------------|
| Forbes Trailers                                | \$11,502.75       |
| American Trailer Mart                          | \$10,700.00       |
| <b>Howland's Trailer and Truck Accessories</b> | <b>\$9,375.00</b> |

## LEGAL REVIEW:

A legal review was conducted and no legal issues exist.

## FISCAL IMPACT:

Funding for the Technical Rescue Trailer was included in the approved budget for FY 2019-2020.

## SUMMARY:

The Birmingham Fire Department is requesting to purchase a 26-foot, enclosed, triple-axle trailer to be used for the Technical Rescue Team. The current trailer is undersized at 14 feet and has limited the abilities of the Technical Rescue Team. The new trailer is built by U. S.

Cargo. To reduce the cost of the trailer, the members of the department will construct specialized shelving, additional storage, lights, etc. to customize the trailer to the Team's needs.

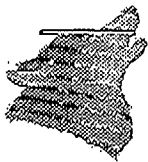
**ATTACHMENTS:**

Howland's Trailer and Truck Accessories quote \$9,375.00  
Cargo Trailers by Forest River, Inc. Warranty

**SUGGESTED RESOLUTION:**

To purchase a 26-foot, enclosed, triple-axle trailer out of account number 101-336.000-971.0100 from the fiscal year 2019-2020 budget, for \$9,375.00 from Howland's Trailer & Truck Accessories.

# Howland's Trailer & Truck Accessories



6560 Dixie Hwy  
Clarkston, MI 48346

248-673-1456 • HowlandsTrailerllc.com

#1 in Customer Service since 1946

Name BIRMINGHAM FIRE Dept

Phone STATION 248-5301906 Date 5-24-19

Email FAX 248-530-1950

| DESCRIPTION   | PRICE   |       |      |     |        |       |  |          |  |         |  |            |      |
|---|---------|-------|------|-----|--------|-------|--|----------|--|---------|--|------------|------|
| ENCLOSED - RED<br>26 FT X 8.5 FT<br>BRAKES ON ALL AXELS<br>TRIPLE AXLE 5500 LB.<br>ROUND TOP  | \$ 8800 |       |      |     |        |       |  |          |  |         |  |            |      |
| 3 - ROOF VENTS  | 100     |       |      |     |        |       |  |          |  |         |  |            |      |
| 3 - INTERIOR LIES   | 375     |       |      |     |        |       |  |          |  |         |  |            |      |
| 1 - SPARE TIRE  |         |       |      |     |        |       |  |          |  |         |  |            |      |
| 2 - LIGHT SWITCHES  | 100     |       |      |     |        |       |  |          |  |         |  |            |      |
| <div>Howland's is released from liability for injury to occupants of vehicle or damage to vehicle or contents. All returns are subject to restocking fees. No refunds on items modified or on any labor fees. No cash refunds. No warranty on electrical components</div> |         |       |      |     |        |       |  |          |  |         |  |            |      |
| <table border="1"><tr><td>PARTS</td><td>9375</td></tr><tr><td>TAX</td><td>Exempt</td></tr><tr><td>LABOR</td><td></td></tr><tr><td>SHIPPING</td><td></td></tr><tr><td>DEPOSIT</td><td></td></tr><tr><td>AMOUNT DUE</td><td>9375</td></tr></table>                          |         | PARTS | 9375 | TAX | Exempt | LABOR |  | SHIPPING |  | DEPOSIT |  | AMOUNT DUE | 9375 |
| PARTS   | 9375    |       |      |     |        |       |  |          |  |         |  |            |      |
| TAX   | Exempt  |       |      |     |        |       |  |          |  |         |  |            |      |
| LABOR   |         |       |      |     |        |       |  |          |  |         |  |            |      |
| SHIPPING  |         |       |      |     |        |       |  |          |  |         |  |            |      |
| DEPOSIT   |         |       |      |     |        |       |  |          |  |         |  |            |      |
| AMOUNT DUE  | 9375    |       |      |     |        |       |  |          |  |         |  |            |      |

X

RECEIVED BY

# Cargo Trailers

## Warranty Information

### Limited Warranty

#### CARGO TRAILERS by Forest River, Inc.

Thank you for choosing to purchase a Cargo Trailer by Forest River Inc., a fine product in which design and construction have received the care that quality demands. This important warranty covers many items and is indicative of our desire to stand behind our products and assure our customers' complete satisfaction.

#### WARRANTY COVERAGE

**SUMMARY OF WARRANTY:** Forest River Inc., 55470 County Road 1, P.O. Box 3030, Elkhart, IN 46515-3030 (Warrantor) warrants only the ORIGINAL CONSUMER PURCHASER for a period of one to five (1-5) years depending on brand & model from the date of purchase (Warranty Period) that the body structure of this Cargo Trailer shall be free of substantial defects in materials and workmanship attributable to Warrantor. See the accompanying chart for the specific warranty term for each brand & model.

The terms, conditions, rights and responsibilities of this warranty shall be governed by the laws of the State of Indiana notwithstanding any other state laws.

**EXCLUSIONS FROM THIS WARRANTY:** Warrantor expressly disclaims any responsibility for damage to the trim and appearance items located in or on the unit where damage is due to condensation, normal wear and tear, or exposure to the elements. Warrantor makes no warranty with regard to tires, tubes, batteries, routine maintenance, equipment and appliances. Some of these items may be warranted by their respective manufacturers and suppliers. Warranty information with respect to these items is available from your dealer.

The Warrantor further makes no warranty with regard to any product used as a rental unit or any product not registered and normally used in the United States or Canada.

**LIMITATION AND DISCLAIMER OF WARRANTIES:** WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE TO THE WARRANTY PERIOD OF ONE TO FIVE (1-5) YEARS ASSOCIATED WITH THE PARTICULAR BRAND/MODEL PURCHASED. WARRANTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD.

No action to enforce express or implied warranties shall be commenced later than ninety (90) days after expiration of the Warranty Period. There is no warranty of any nature made by the Warrantor beyond that contained in this Warranty. No person has the authority to enlarge, amend or modify this Warranty or to bind the Warrantor to any action under this warranty, except the Warrantor.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**NOTICE** of any dispute or claim arising under this warranty or any applicable Federal or State laws must be sent to Warrantor at: Forest River Inc., 55470 CR 1, P.O. Box 3030, Elkhart, Indiana 46515-3030.

**DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** THE ORIGINAL CONSUMER PURCHASER OF THIS CARGO TRAILER AND ANY PERSON TO WHOM THIS UNIT IS TRANSFERRED AND ANY PERSON WHO IS THE INTENDED OR UNINTENDED BENEFICIARY OF THIS UNIT SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. Some states do not allow the exclusion or limitation of incidental damages, so the above limitation or exclusion may not apply to you.

**WARRANTOR'S OBLIGATIONS:** Warrantor will remedy substantial defects in materials and workmanship caused by Warrantor. Warrantor shall elect to remedy the defect from among the following: repairs or replacement of defective parts.

**PURCHASER'S OBLIGATIONS:** Purchaser shall deliver this Cargo Trailer for warranty service within a reasonable time after discovery of the defect and in no event after expiration of the Warranty Period, which is a Warranty Period of one to five (1-5) years depending on the brand & model purchased. All expenses incurred by purchaser in obtaining warranty service shall be borne by Purchaser.

**EVENTS DISCHARGING WARRANTOR FROM OBLIGATION UNDER THIS WARRANTY:** Misuse or neglect, including failure to provide reasonable and necessary maintenance, unauthorized alteration, accident, improper loading, and leasing of the Cargo Trailer, shall discharge Warrantor from any obligation under this warranty. Notwithstanding these or other terms discharging the Warrantor, the provision of service by a Forest River authorized service center, authorization of repairs by Forest River, or any other attempt to resolve a complaint or request for warranty service shall not constitute a waiver of Warrantor's rights.

**PARTS AND DESIGN CHANGES:** Warrantor reserves the right to change the parts and design of its Cargo Trailer from time to time without notice and with no obligation to maintain spare parts or make corresponding changes in its product previously manufactured.

**OBTAINING WARRANTY SERVICE:** It is recommended that all warranty service be done by the authorized dealer from whom you purchased your unit. This is to insure your local dealer's personal interest in your complete satisfaction.

If service becomes necessary as you are traveling or following a move, service under this warranty may be done by any authorized dealer in the United States or Canada. Such service should, whenever possible, be scheduled by an appointment in order to avoid possible delays.

**OTHER WARRANTIES:** As indicated in the paragraph entitled "Exclusions From This Warranty" above, certain items that are not covered by this Warranty may be warranted separately by their manufacturers or suppliers. In order to validate those warranties, you may also be required to complete and return to the appropriate manufacturer the warranty forms included with the information package. See these warranties with respect to their terms and conditions. These other warranties may cover such items as chassis, tires, tubes, batteries, optional generators, and appliances, which are not covered by this Limited Warranty. For service or parts required for these products, it may be necessary to write or call the product manufacturer to obtain the nearest service center location. In requesting parts for separately warranted products from the manufacturer of the product or its authorized service center, it may be necessary to first obtain a warranty work authorization number before the work is done. It may also be necessary to provide the Product Name, Model and Serial Number along with the description of the problem and part needed, plus shipping instructions.

**OWNER ASSISTANCE:** Your personal satisfaction and good will are most important to Forest River as well as a confident and pleasant relationship with our dealers. We, at Forest River, recognize that there may be occasions where a warranty or service problem is not handled satisfactorily, resulting in misunderstanding. If your problem has not been handled to your satisfaction after discussing it with the dealership management, we welcome you to contact the Forest River Customer Service Manager at the address stated above who will communicate with the local dealer our recommendation for an agreeable solution. You can find additional information through the Forest River, Inc. website, [www.forestriverinc.com](http://www.forestriverinc.com)

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**





# MEMORANDUM

Engineering Department

**DATE:** July 8, 2019

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

**FROM:** Theresa C. Bridges, Assistant City Engineer

**SUBJECT:** Oakland County 2019 Pilot Local Road Improvement Program

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## INTRODUCTION:

The Oakland County Board of Commissioners provides the above program to assist municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages. The Board of Commissioners approved the City's application for partial funding of the Bowers Street Water Main Replacement (and Resurfacing) Project. Approval by the City Commission and execution of a Cost Participation Agreement is necessary to receive the funding.

## BACKGROUND:

In 2016, the Oakland County Board of Commissioners authorized the Pilot Local Road Improvement Program to assist Oakland County's cities and villages with the construction, maintenance and repair of roads under the supervision, direction and control of the cities and villages. The program provides a 50% matching grant to addresses local road projects that will create an economic benefit to the community by encouraging and assisting businesses to locate in the county. The improvement of local streets will help spur economic development in the immediate area. Funding the first year was authorized for maintenance of portions of S. Worth St. and Webster Ave. located within the Triangle District. Since then, funding for three fiscal years have been banked to allow for a more significant contribution on the Bowers St. project.

The program creates an opportunity to address maintenance of Bowers Street and Elm Street. The Bowers Street Water Main Replacement Project was presented to the City Commission as a staff report on November 12, 2018 as part of the Collector Street Paving Program. It was explained that several water main breaks have occurred on Bowers Street, requiring several service shutdowns and difficult repairs. The City is moving forward with replacement of the water main and asphalt resurfacing of Bowers Street and Elm Street, including updating all crosswalks within the project area to the City's crosswalk design standards. The City Commission awarded the construction project contract to FDM Contracting on March 29, 2019.

The Oakland County Board of Commissioners authorized Miscellaneous Resolution #19135, appropriating funds to the City of Birmingham in the amount of \$125,291 (FY2017 rollover allocation \$30,598; FY2018 rollover allocation \$48,087; FY2019 allocation \$46,606). A copy of the resolution is included in this report.

Subsequent to the completion of the final payment of the project, an invoice will be sent to Oakland County in the amount of \$125,291.

**LEGAL REVIEW:**

The Cost Participation Agreement as provided by the County has been reviewed and approved by the City Attorney's office.

**FISCAL IMPACT:**

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

|                    |                      |                     |
|--------------------|----------------------|---------------------|
| Sewer Fund         | 590-536.001-981.0100 | \$ 48,437.50        |
| Water Fund         | 591-537.004-981.0100 | \$386,390.00        |
| Local Streets Fund | 203-449.001-981.0100 | \$ 48,236.50        |
| Major Streets Fund | 202-449.001-981.0100 | <u>\$244,227.25</u> |
| TOTAL              |                      | \$727,291.25        |

The Local Road Improvement Program will reimburse the City in the amount of \$125,291 upon completion. This funding was not budgeted in fiscal year 2018-2019 and will be used to offset the cost of the Local Streets and Major Streets portions of the expenditure.

**SUMMARY**

In order to receive the grant as approved by the Oakland County Board of Commissioners for the Bowers Street Water Main Replacement Project, approval by the City Commission and execution of a Cost Participation Agreement is necessary.

**ATTACHMENTS:**

- Project Application for the 2019 Local Road Improvement Pilot Program
- Cost Participation Agreement and Cover Letter
- Oakland County Board of Commissioners Resolution #19135

**SUGGESTED RESOLUTION:**

To authorize the Mayor to sign the cost sharing agreement with Oakland County pertaining to the Local Road Improvement Matching Fund Pilot Program.



## BOARD OF COMMISSIONERS

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**1200 N. Telegraph Road**  
**Pontiac, MI 48341-0475**  
**Phone: (248) 858-0100**  
**Fax: (248) 858-1572**

March 26, 2019

To Whom it May Concern:

The Oakland County Board of Commissioners will be accepting applications for projects to be included in the 2019 Local Road Improvement Pilot Program. The fourth year of this pilot program is continuing as a partnership by the Board with County Executive L. Brooks Patterson to assist local cities and villages with maintenance and improvements on local roads and streets under their jurisdiction.

Enclosed you will find:

- 2019 Project Application Form
- Program Policies and Guidelines
- 2019 Approved Distribution Formula and Available Allocations Amounts
- Schedule for Project Consideration by the Board of Commissioners

The Board of Commissioners has tentatively set aside \$1.5 million for the 2019 program. Funds are allocated to communities using an allocation formula modeled on the Tri-Party formula. Participating local cities and villages will be responsible to match any county investment at a minimum of 50% of the cost of the project budget.

A Local Road Improvement Program Special Committee has been established to take the lead in reviewing and make recommendations to the Board regarding project applications. Following review by the Special Committee, the County Commissioner or Commissioners representing the project community will introduce a resolution authorizing the project for consideration by the Board.

Please note that, in order to meet statutory requirements, projects authorized under this program must contribute to the purpose of encouraging and assisting businesses to locate and expand within the County.

It is the goal of the Board of Commissioners to have a streamlined process, without excessive paperwork and unnecessary delays, to put the funds to work quickly, improving road conditions. Please note that the **final deadline to submit applications is May 3, 2019.** Projects received prior to the deadline may be moved forward on an expedited schedule.

If you have any questions regarding the program, the application process or policies, please feel to contact Amy Aubry, Board of Commissioners Analyst at (248)858-1067 or [aubrya@oakgov.com](mailto:aubrya@oakgov.com). You can also contact your local County Commissioner for assistance.

Sincerely,

A handwritten signature in blue ink that reads "Penny Luebs".

Penny Luebs  
Oakland County Commissioner  
Special Committee Chair

A handwritten signature in blue ink that reads "Gary R. McGillivray".

Gary McGillivray  
Oakland County Commissioner  
Special Committee Vice-Chair

A handwritten signature in blue ink that reads "Adam D. Kochenderfer".

Adam Kochenderfer  
Oakland County Commissioner  
Special Committee Member



## BOARD OF COMMISSIONERS

1200 N. Telegraph Road  
Pontiac, MI 48341-0475  
Phone: (248) 858-0100  
Fax: (248) 858-1572

## 2019 APPLICATION FORM

### LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

**Background:** Oakland County has established a Local Road Improvement Matching Fund Pilot Program for the purposes of improving economic development in Oakland County cities and villages. The County intends this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

**Project Policies and Guidelines:** The Oakland County Board of Commissioners and the Local Road Improvement Special Committee has established policies, procedures and guidelines for project consideration. These documents have been included as Attachment "A".

**Available Funding:** Oakland County's maximum contribution for projects in eligible cities or villages has been established within the distribution formula included as Attachment "B".

**Required Matching Funds:** A city or village participating in the Local Road Improvement Matching Fund program shall match any funds authorized by the Oakland County Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

## REQUESTING LOCAL GOVERNMENT

|                |                |                  |
|----------------|----------------|------------------|
| MUNICIPALITY   | CONTACT PERSON | TELEPHONE NUMBER |
| STREET ADDRESS | CITY/ZIP       | E-MAIL ADDRESS   |

# PROJECT INFORMATION

SHORT DESCRIPTION OF PROJECT

ROAD/ROAD(S) TO BE IMPROVED

DESCRIPTION

## PROJECT BUDGET

| MAX COUNTY MATCH                             | LOCAL MATCH | TOTAL PROJECT BUDGET |
|--|-------------|----------------------|
| DESCRIPTION OF PROPOSED PROJECT EXPENDITURES |             |                      |

## ECONOMIC IMPACT OF PROJECT

The Local Road Improvement Pilot Program has been established under MCL 123.872, the Gifts of Property Act, which provides that "A county may grant or loan funds to a township, village, or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county."

DESCRIBE HOW THE PROJECT MEETS THE STATUTORY REQUIREMENT OF ENCOURAGING AND ASSISTING BUSINESS TO LOCATE AND EXPAND IN THE COUNTY

## ADDITIONAL INFORMATION

The Local Road Improvement Program Special Committee of the Oakland County Board of Commissioners has been tasked with managing this program and making recommendations for project approval. Please supply any additional information you believe may be helpful in the consideration of your application.

### OPTIONAL ADDITIONAL INFORMATION

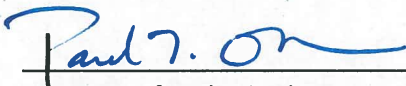
Like most cities, there are many demands on the City's street funds. A large property tax component is required each year to sustain them. The outside funding being received by this program is a welcome component that will help stabilize the fund, and complete this very well needed project.

## REPORT FOLLOWING COMPLETION OF THE PROJECT

MCL 123.872 requires that "the grant or loan contract made by a county shall require a report to the county board of commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding".

I, on behalf of City of Birmingham, have been provided with a copy of the Policies and Procedures of the Local Road Improvement Program (Attachment "A") and agree to comply with these terms and conditions.

I, on behalf of City of Birmingham, understand and agree to comply with the requirement to provide the Oakland County Board of Commissioners with a report following the completion of an approved project outlining the degree to which the project met the stated purpose of the funding.



Signature of Authorized Party

4-4-17

Date

Paul T. O'Meara, City Engineer

Printed Name and Title

Please return completed application to:

Local Road Improvement Special Committee  
Oakland County Board of Commissioners  
1200 N. Telegraph Road  
Pontiac, MI 48341-0475

A pdf copy of application can be emailed to: Amy Aubry, Analyst [aubrya@oakgov.com](mailto:aubrya@oakgov.com)

**Questions regarding the application and approval process should be directed to Amy Aubry at the email address above or by phone at (248)858-1067.**



**PILOT LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM**

**STATEMENT OF PURPOSE**

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government wishes to pilot a discretionary program that is more flexible than the current Tri-Party Road Program, one that will allow Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1)...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to

help its cities and villages accomplish this objective by test-piloting a new local road improvement matching fund program.

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the pilot program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Pilot Local Road Improvement Matching Fund Program:

## **PROGRAM SUMMARY**

The Board of Commissioners establishes a Pilot Local Road Improvement Matching Fund Program for the purposes of improving economic development in Oakland County cities and villages. The County intends this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

## **PROJECT GUIDELINES**

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

May be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;

May not be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;

Shall be limited to real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;

Shall not be utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;

Shall be utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

## **ADMINISTRATION**

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Pilot Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.

2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.
3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the Road Commission for Oakland County using data from the Traffic Improvement Association.

Each city and villages percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chairman of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff and the Road Commission for Oakland County in the conduct of its business.

## **DISBURSEMENT**

The Special Committee shall forward recommendations for approval of Local Road Improvement Matching Fund Program projects to the Chairman of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit any and all project expenditures reimbursed through the program.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners, representing the area included in the proposed project, may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Growth and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. The Chairperson of the Economic Growth and Infrastructure Committee shall schedule a public hearing before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan

for projects that exceed that municipality's annual allocation amount. This may include a limited plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the local participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

**LRIP DISTRIBUTION FORMULA  
2019**

Attachment "B"

| City/Village     | Cert Major Local Road Mil Miles % | Population | Pop %   | Crash Data | Crash % | Miles+Pop+Crash | Minimum Project Cost | Rollover Allocation | Max County Match |             |
|------------------|-----------------------------------|------------|---------|------------|---------|-----------------|----------------------|---------------------|------------------|-------------|
| Auburn Hills     | 32.33                             | 4.82%      | 21,412  | 2.80%      | 236     | 1.34%           | 2.99%                | \$89,579            | \$698            | \$45,488    |
| Berkley          | 15.63                             | 2.33%      | 14,970  | 1.96%      | 55      | 0.31%           | 1.53%                | \$46,018            | \$358            | \$23,367    |
| Beverly Hills    | 10.99                             | 1.64%      | 10,267  | 1.34%      | 40      | 0.23%           | 1.07%                | \$32,068            | \$250            | \$16,284    |
| Bingham Farms    | 1.02                              | 0.15%      | 1,111   | 0.15%      | 54      | 0.31%           | 0.20%                | \$6,061             | \$47             | \$3,078     |
| Birmingham       | 21.87                             | 3.26%      | 20,103  | 2.63%      | 580     | 3.29%           | 3.06%                | \$91,782            | \$715            | \$46,606    |
| Bloomfield Hills | 8.83                              | 1.32%      | 3,869   | 0.51%      | 235     | 1.33%           | 1.05%                | \$31,623            | \$246            | \$16,058    |
| Clarkston        | 1.48                              | 0.22%      | 882     | 0.12%      | 37      | 0.21%           | 0.18%                | \$5,498             | \$43             | \$2,792     |
| Clawson          | 9.62                              | 1.44%      | 11,825  | 1.55%      | 134     | 0.76%           | 1.25%                | \$37,497            | \$292            | \$19,041    |
| Farmington       | 7.36                              | 1.10%      | 10,372  | 1.36%      | 183     | 1.04%           | 1.17%                | \$34,975            | \$272            | \$17,760    |
| Farmington Hills | 58.36                             | 8.71%      | 79,740  | 10.43%     | 1955    | 11.08%          | 10.07%               | \$302,234           | \$2,354          | \$153,471   |
| Ferndale         | 20.99                             | 3.13%      | 19,900  | 2.60%      | 219     | 1.24%           | 2.32%                | \$69,716            | \$543            | \$35,401    |
| Franklin         | 4.34                              | 0.65%      | 3,150   | 0.41%      | 48      | 0.27%           | 0.44%                | \$13,321            | \$104            | \$6,765     |
| Hazel Park       | 17.12                             | 2.55%      | 16,422  | 2.15%      | 188     | 1.07%           | 1.92%                | \$57,658            | \$449            | \$29,278    |
| Holly            | 7                                 | 1.04%      | 6,086   | 0.80%      | 83      | 0.47%           | 0.77%                | \$23,105            | \$180            | \$11,733    |
| Huntington Woods | 6.95                              | 1.04%      | 6,238   | 0.82%      | 58      | 0.33%           | 0.73%                | \$21,888            | \$170            | \$11,114    |
| Keego Harbor     | 1.93                              | 0.29%      | 2,970   | 0.39%      | 80      | 0.45%           | 0.38%                | \$11,335            | \$88             | \$5,756     |
| Lake Angelus     | 0                                 | 0.00%      | 290     | 0.04%      | 22      | 0.12%           | 0.04%                | \$1,135             | \$9              | \$567       |
| Lake Orion       | 2.74                              | 0.41%      | 2,973   | 0.39%      | 123     | 0.70%           | 0.50%                | \$14,973            | \$117            | \$7,604     |
| Lathrup Village  | 7.36                              | 1.10%      | 4,075   | 0.53%      | 185     | 1.05%           | 0.89%                | \$26,788            | \$209            | \$13,603    |
| Leonard          | 2.34                              | 0.35%      | 403     | 0.05%      | 4       | 0.02%           | 0.14%                | \$4,227             | \$33             | \$2,147     |
| Madison Heights  | 21.5                              | 3.21%      | 29,694  | 3.89%      | 745     | 4.22%           | 3.77%                | \$113,236           | \$882            | \$57,500    |
| Milford          | 7.3                               | 1.09%      | 6,175   | 0.81%      | 108     | 0.61%           | 0.84%                | \$25,123            | \$196            | \$12,758    |
| Northville*      | 0.8                               | 0.12%      | 5,970   | 0.78%      | 109     | 0.62%           | 0.51%                | \$15,179            | \$118            | \$7,708     |
| Novi             | 39.52                             | 5.90%      | 55,224  | 7.23%      | 1313    | 7.44%           | 6.86%                | \$205,737           | \$1,602          | \$104,471   |
| Oak Park         | 18.35                             | 2.74%      | 29,319  | 3.84%      | 275     | 1.56%           | 2.71%                | \$81,390            | \$634            | \$41,329    |
| Orchard Lake     | 1.8                               | 0.27%      | 2,375   | 0.31%      | 120     | 0.68%           | 0.42%                | \$12,603            | \$98             | \$6,400     |
| Ortonville       | 3.21                              | 0.48%      | 1,442   | 0.19%      | 40      | 0.23%           | 0.30%                | \$8,968             | \$70             | \$4,554     |
| Oxford           | 6.01                              | 0.90%      | 3,436   | 0.45%      | 107     | 0.61%           | 0.65%                | \$19,566            | \$152            | \$9,935     |
| Pleasant Ridge   | 3.59                              | 0.54%      | 2,526   | 0.33%      | 145     | 0.82%           | 0.56%                | \$16,920            | \$132            | \$8,592     |
| Pontiac          | 70.21                             | 10.47%     | 59,515  | 7.79%      | 1264    | 7.17%           | 8.48%                | \$254,259           | \$1,980          | \$129,110   |
| Rochester        | 8.59                              | 1.28%      | 12,711  | 1.66%      | 245     | 1.39%           | 1.44%                | \$43,290            | \$337            | \$21,982    |
| Rochester Hills  | 38.61                             | 5.76%      | 70,995  | 9.29%      | 1945    | 11.03%          | 8.69%                | \$260,767           | \$2,031          | \$132,415   |
| Royal Oak        | 63.96                             | 9.54%      | 57,236  | 7.49%      | 1083    | 6.14%           | 7.72%                | \$231,698           | \$1,804          | \$117,653   |
| South Lyon       | 4.43                              | 0.66%      | 11,327  | 1.48%      | 144     | 0.82%           | 0.99%                | \$29,564            | \$230            | \$15,012    |
| Southfield       | 64.71                             | 9.65%      | 71,739  | 9.39%      | 2452    | 13.90%          | 10.98%               | \$329,410           | \$2,565          | \$167,270   |
| Sylvan Lake      | 2.58                              | 0.38%      | 1,720   | 0.23%      | 66      | 0.37%           | 0.33%                | \$9,842             | \$77             | \$4,998     |
| Troy             | 57.34                             | 8.55%      | 80,980  | 10.60%     | 2343    | 13.28%          | 10.81%               | \$324,331           | \$2,526          | \$164,692   |
| Walled Lake      | 5.34                              | 0.80%      | 6,999   | 0.92%      | 153     | 0.87%           | 0.86%                | \$25,874            | \$201            | \$13,138    |
| Wixom            | 10.49                             | 1.56%      | 13,498  | 1.77%      | 408     | 2.31%           | 1.88%                | \$56,431            | \$439            | \$28,655    |
| Wolverine        | 3.69                              | 0.55%      | 4,312   | 0.56%      | 57      | 0.32%           | 0.48%                | \$14,331            | \$112            | \$7,278     |
| TOTAL            | 670.29                            | 100.00%    | 764,251 | 100.00%    | 17,639  | 100.01%         | 100.00%              | \$3,000,000         | \$23,363         | \$1,523,363 |

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) SPECIAL COMMITTEE  
OAKLAND COUNTY BOARD OF COMMISSIONERS - 2019 PROGRAM SCHEDULE AND DEADLINES**

March 2019

Special Committee Meeting Approval of:

- Deadlines/Schedule for 2019 Program
- 2019 Distribution Formula and City/Village Allocations
- Application Form and Correspondence with Cities and Villages
- 2019 Cost Participation Agreement - template

Mail out applications to Cities and Villages

April 2019

Receive LRIP Applications

May/June 2019

Deadline for 2019 LRIP Applications (May 3, 2019)

Special Committee consideration of:

- Applications Received
- 2019 Standard Project Agreement/Resolutions

Introduction of Recommended Project Resolutions by Sponsor Commissioners

Consideration of Resolutions/Set Public Hearing

Public Hearings before the Board

Resolutions for Final Passage at Board of Commissioners

Award Letter with Project Agreement mailed to Cities and Villages



## BOARD OF COMMISSIONERS

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1200 N. Telegraph Road  
Pontiac, MI 48341-0475  
Phone: (248) 858-0100  
Fax: (248) 858-1572

May 23, 2019

City Manager Joseph Valentine  
City of Birmingham  
151 Martin St.  
Birmingham, MI 48009

Dear City Manager Valentine,

I am pleased to inform you that the Board of Commissioners has approved your application for funding under the 2019 Pilot Local Road Improvement Program.

Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

Enclosed you will find two (2) copies of a Cost Participation Agreement. Following approval by your governing authority and execution of the agreement, please forward the documents to:

Oakland County Board of Commissioners  
Attn: Amy Aubry, Analyst  
1200 N. Telegraph Road  
Pontiac, Michigan 48341-0475

We will return a fully executed copy to you for your records. After you receive the finalized agreement, you can invoice our Management and Budget office as instructed in the agreement for payment.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Analyst of the Board of Commissioners at (248)858-1067 or [aubrya@oakgov.com](mailto:aubrya@oakgov.com). In addition, please feel free to contact me if I can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Shelley G. Taub". The signature is fluid and cursive, with a horizontal line extending from the top of the "Taub" part.

Shelley Taub  
Oakland County Commissioner



## **LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM**

### **COST PARTICIPATION AGREEMENT**

Reconstruction of Bowers Street

City of Birmingham

Board Project No. 2019-02

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Birmingham, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Reconstruction of Bowers Street, as more fully described in Attachment C, attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2020. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$727,291; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$125,291, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$125,291. The COMMUNITY shall submit an invoice to the COUNTY in the amount of \$125,291.

a. The Invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services  
Executive Office Building  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY the sum of \$125,291 from funds available in the PROGRAM.

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

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Its: \_\_\_\_\_

COMMUNITY

By: \_\_\_\_\_

It's: \_\_\_\_\_

**PILOT LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM**

**STATEMENT OF PURPOSE**

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government wishes to pilot a discretionary program that is more flexible than the current Tri-Party Road Program, one that will allow Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1)...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to

help its cities and villages accomplish this objective by test-piloting a new local road improvement matching fund program.

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the pilot program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Pilot Local Road Improvement Matching Fund Program:

#### **PROGRAM SUMMARY**

The Board of Commissioners establishes a Pilot Local Road Improvement Matching Fund Program for the purposes of improving economic development in Oakland County cities and villages. The County intends this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

## **PROJECT GUIDELINES**

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

May be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;

May not be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;

Shall be limited to real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;

Shall not be utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;

Shall be utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

## **ADMINISTRATION**

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Pilot Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.

2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.
3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the Road Commission for Oakland County using data from the Traffic Improvement Association.

Each city and villages percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chairman of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff and the Road Commission for Oakland County in the conduct of its business.

## **DISBURSEMENT**

The Special Committee shall forward recommendations for approval of Local Road Improvement Matching Fund Program projects to the Chairman of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit any and all project expenditures reimbursed through the program.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners, representing the area included in the proposed project, may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Growth and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. The Chairperson of the Economic Growth and Infrastructure Committee shall schedule a public hearing before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan

for projects that exceed that municipality's annual allocation amount. This may include a limited plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the local participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.



# LRIP DISTRIBUTION FORMULA

2019

Attachment "B"

| City/Village     | Cert Major Local Road Mil | Miles % | Population | Pop %   | Crash Data | Crash % | Miles+Pop+Crash | Minimum Project Cost | Rollover Allocation | Max County Match |
|------------------|---------------------------|---------|------------|---------|------------|---------|-----------------|----------------------|---------------------|------------------|
| Auburn Hills     | 32.33                     | 4.82%   | 21,412     | 2.80%   | 236        | 1.34%   | 2.99%           | \$89,579             | \$698               | \$45,488         |
| Berkley          | 15.63                     | 2.33%   | 14,970     | 1.96%   | 55         | 0.31%   | 1.53%           | \$46,018             | \$358               | \$23,367         |
| Beverly Hills    | 10.99                     | 1.64%   | 10,267     | 1.34%   | 40         | 0.23%   | 1.07%           | \$32,068             | \$250               | \$16,284         |
| Bingham Farms    | 1.02                      | 0.15%   | 1,111      | 0.15%   | 54         | 0.31%   | 0.20%           | \$6,061              | \$47                | \$3,078          |
| Birmingham       | 21.87                     | 3.26%   | 20,103     | 2.63%   | 580        | 3.29%   | 3.06%           | \$91,782             | \$715               | \$46,606         |
| Bloomfield Hills | 8.83                      | 1.32%   | 3,869      | 0.51%   | 235        | 1.33%   | 1.05%           | \$31,623             | \$246               | \$16,058         |
| Clarkston        | 1.48                      | 0.22%   | 882        | 0.12%   | 37         | 0.21%   | 0.18%           | \$5,498              | \$43                | \$2,792          |
| Clawson          | 9.62                      | 1.44%   | 11,825     | 1.55%   | 134        | 0.76%   | 1.25%           | \$37,497             | \$292               | \$19,041         |
| Farmington       | 7.36                      | 1.10%   | 10,372     | 1.36%   | 183        | 1.04%   | 1.17%           | \$34,975             | \$272               | \$17,760         |
| Farmington Hills | 58.36                     | 8.71%   | 79,740     | 10.43%  | 1955       | 11.08%  | 10.07%          | \$302,234            | \$2,354             | \$153,471        |
| Ferdale          | 20.99                     | 3.13%   | 19,900     | 2.60%   | 219        | 1.24%   | 2.32%           | \$69,716             | \$543               | \$35,401         |
| Franklin         | 4.34                      | 0.65%   | 3,150      | 0.41%   | 48         | 0.27%   | 0.44%           | \$13,321             | \$104               | \$6,765          |
| Hazel Park       | 17.12                     | 2.55%   | 16,422     | 2.15%   | 188        | 1.07%   | 1.92%           | \$57,658             | \$449               | \$29,278         |
| Holly            | 7                         | 1.04%   | 6,086      | 0.80%   | 83         | 0.47%   | 0.77%           | \$23,105             | \$180               | \$11,733         |
| Huntington Woods | 6.95                      | 1.04%   | 6,238      | 0.82%   | 58         | 0.33%   | 0.73%           | \$21,888             | \$170               | \$11,114         |
| Keego Harbor     | 1.93                      | 0.29%   | 2,970      | 0.39%   | 80         | 0.43%   | 0.38%           | \$11,335             | \$88                | \$5,756          |
| Lake Angelus     | 0                         | 0.00%   | 290        | 0.04%   | 22         | 0.12%   | 0.04%           | \$1,135              | \$9                 | \$567            |
| Lake Orion       | 2.74                      | 0.41%   | 2,973      | 0.39%   | 123        | 0.70%   | 0.50%           | \$14,973             | \$117               | \$7,604          |
| Lathrup Village  | 7.36                      | 1.10%   | 4,075      | 0.53%   | 185        | 1.05%   | 0.89%           | \$26,788             | \$209               | \$13,603         |
| Leonard          | 2.34                      | 0.35%   | 403        | 0.05%   | 4          | 0.02%   | 0.14%           | \$4,227              | \$33                | \$2,147          |
| Madison Heights  | 21.5                      | 3.21%   | 29,694     | 3.89%   | 745        | 4.22%   | 3.77%           | \$113,236            | \$882               | \$57,500         |
| Milford          | 7.3                       | 1.09%   | 6,175      | 0.81%   | 108        | 0.61%   | 0.84%           | \$25,123             | \$196               | \$12,758         |
| Northville       | 0.8                       | 0.12%   | 5,970      | 0.78%   | 109        | 0.62%   | 0.51%           | \$15,179             | \$118               | \$7,708          |
| Novi             | 39.52                     | 5.90%   | 55,224     | 7.23%   | 1313       | 7.44%   | 6.86%           | \$205,737            | \$1,602             | \$104,471        |
| Oak Park         | 18.35                     | 2.74%   | 29,319     | 3.84%   | 275        | 1.56%   | 2.71%           | \$81,390             | \$634               | \$41,329         |
| Orchard Lake     | 1.8                       | 0.27%   | 2,375      | 0.31%   | 120        | 0.68%   | 0.42%           | \$12,603             | \$98                | \$6,400          |
| Ortonville       | 3.21                      | 0.48%   | 1,442      | 0.19%   | 40         | 0.23%   | 0.30%           | \$8,968              | \$70                | \$4,554          |
| Oxford           | 6.01                      | 0.90%   | 3,436      | 0.45%   | 107        | 0.61%   | 0.65%           | \$19,566             | \$152               | \$9,935          |
| Pleasant Ridge   | 3.59                      | 0.54%   | 2,526      | 0.33%   | 145        | 0.82%   | 0.56%           | \$16,920             | \$132               | \$8,592          |
| Pontiac          | 70.21                     | 10.47%  | 59,515     | 7.79%   | 1264       | 7.17%   | 8.48%           | \$254,259            | \$1,980             | \$129,110        |
| Rochester        | 8.59                      | 1.28%   | 12,711     | 1.66%   | 245        | 1.39%   | 1.44%           | \$43,290             | \$337               | \$21,982         |
| Rochester Hills  | 38.61                     | 5.76%   | 70,995     | 9.29%   | 1945       | 11.03%  | 8.69%           | \$260,767            | \$2,031             | \$132,415        |
| Royal Oak        | 63.96                     | 9.54%   | 57,236     | 7.49%   | 1083       | 6.14%   | 7.72%           | \$231,698            | \$1,804             | \$117,653        |
| South Lyon       | 4.43                      | 0.66%   | 11,327     | 1.48%   | 144        | 0.82%   | 0.99%           | \$29,564             | \$230               | \$15,012         |
| Southfield       | 64.71                     | 9.65%   | 71,739     | 9.39%   | 2452       | 13.90%  | 10.98%          | \$329,410            | \$2,565             | \$167,270        |
| Sylvan Lake      | 2.58                      | 0.38%   | 1,720      | 0.23%   | 66         | 0.37%   | 0.33%           | \$9,842              | \$77                | \$4,998          |
| Troy             | 57.34                     | 8.55%   | 80,980     | 10.60%  | 2343       | 13.28%  | 10.81%          | \$324,331            | \$2,526             | \$164,692        |
| Walled Lake      | 5.34                      | 0.80%   | 6,999      | 0.92%   | 153        | 0.87%   | 0.86%           | \$25,874             | \$201               | \$13,138         |
| Wixom            | 10.49                     | 1.56%   | 13,498     | 1.77%   | 408        | 2.31%   | 1.88%           | \$56,431             | \$439               | \$28,655         |
| Wolverine        | 3.69                      | 0.55%   | 4,312      | 0.56%   | 57         | 0.32%   | 0.48%           | \$14,331             | \$112               | \$7,278          |
| TOTAL            | 670.29                    | 100.00% | 764,251    | 100.00% | 17,639     | 100.01% | 100.00%         | \$3,000,000          | \$23,363            | \$1,523,363      |

2019

**ATTACHMENT C**

Pilot Local Road Improvement Matching Fund Program

Reconstruction of Bowers Street

City of Birmingham

Board Project No. 2019-02

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Reconstruct Bowers Street between Woodward Avenue & Adams Road with enhanced sidewalks and curb bumouts to provide room for street trees.

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ESTIMATED PROJECT COST

|  |                  |
|--|------------------|
| Sewer repairs  | \$48,437         |
| Water main replacement                                 | \$386,390        |
| Major Street Fund (Bowers St. road improvements)       | \$244,227        |
| Local Street Fund (Elm St, Bowers St. to Woodward Ave) | \$48,236         |
| Total Estimated Project Costs                          | <u>\$727,291</u> |

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COST PARTICIPATION BREAKDOWN:

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|                         | COMMUNITY | COUNTY    | TOTAL     |
|-------------------------|-----------|-----------|-----------|
| FY2017 LRIP Program     | \$30,598  | \$30,598  | \$61,196  |
| FY2018 LRIP Program     | \$45,891  | \$45,891  | \$91,782  |
| FY2019 LRIP Program     | \$45,891  | \$45,891  | \$91,782  |
| Additional Contribution | \$479,620 | \$2,911   | \$482,531 |
| TOTAL SHARES            | \$602,000 | \$125,291 | \$727,291 |

[RETURN TO AGENDA](#)

**REPORT**

May 23, 2019

BY: Commissioner William Miller, Chairperson, Economic Growth and Infrastructure Committee

**IN RE: MR #19135 – BOARD OF COMMISSIONERS – PILOT LOCAL ROAD IMPROVEMENT  
PROGRAM FISCAL YEAR 2019 APPROPRIATION – CITY OF BIRMINGHAM – RECONSTRUCTION  
OF BOWERS STREET – PROJECT NO. 2019-02**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

The Economic Growth and Infrastructure Committee, having reviewed the above-referenced resolution on May 14, 2019, reports with the recommendation that the resolution be adopted.

Chairperson, on behalf of the Economic Growth and Infrastructure Committee, I move the acceptance of the foregoing report.

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Commissioner William Miller, District #14  
Chairperson, Economic Growth and  
Infrastructure Committee

**ECONOMIC GROWTH AND INFRASTRUCTURE COMMITTEE VOTE**

Motion carried unanimously on a roll call vote with Spisz absent.

**MISCELLANEOUS RESOLUTION #19135**

BY: Commissioner Shelley Taub, District #12

**IN RE: BOARD OF COMMISSIONERS – PILOT LOCAL ROAD IMPROVEMENT PROGRAM FISCAL YEAR 2019 APPROPRIATION – CITY OF BIRMINGHAM – RECONSTRUCTION OF BOWERS STREET – PROJECT NO. 2019-02**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Oakland County Board of Commissioners has authorized the Pilot Local Road Improvement Program to assist Oakland County's cities and villages with the construction, maintenance and repair of roads under the supervision, direction and control of cities and villages; and

WHEREAS Miscellaneous Resolution #16103 provides that any Oakland County appropriation in support of the Pilot Local Road Improvement Program shall be distributed only after completion of all of the following:

1. The municipality has fully completed and returned the standard project application form approved by the Local Road Improvement Program Special Committee; and
2. The municipality has submitted a statement detailing that the project will fulfill the requirement of encouraging and assisting businesses to locate in the county, as required in MCL 123.872; and
3. The municipality has agreed to comply with the provisions of MCL 123.872 that requires a report shall be submitted to the Board of Commissioners outlining the project activities and the degree that the municipality has met the stated purpose of the project; and
4. The municipality has agreed to comply with policies and procedures of the program as approved by the Board of Commissioners including supplementary policies approved by the Local Road Improvement Program Special Committee; and
5. The Local Road Improvement Program Special Committee has reviewed and recommended approval of the application; and
6. The Commissioner(s) representing the city or village requesting the project submits a resolution authorizing the appropriation of the County's maximum 50% share of the project from the General Fund Assigned Fund Balance for Pilot Local Road Improvement Program. The resolution shall be approved by the Economic Growth and Infrastructure Committee and the full Board; and
7. A public hearing on the proposed project is conducted during a meeting of the Board of Commissioners; and
8. The municipality has approved and executed a cost participation agreement prepared by Corporation Counsel in accordance with requirements provided in the policies and procedures of the program as approved by the Board of Commissioners including supplementary policies approved by the Local Road Improvement Program Special Committee; and
9. The municipality submits an invoice to the county in accordance with the conditions included in the cost participation agreement; and

WHEREAS the City of Birmingham has identified a project and submitted an application detailing the goals and outcomes of the project; and

WHEREAS the City of Birmingham has demonstrated that it has available funding equal to a minimum of 50% the project costs; and

WHEREAS Oakland County's share of the Fiscal Year 2019 authorized amount of the Local Road Improvement Program funding for Project No. 2019-02 in the City of Birmingham is \$125,291 (FY2017 rollover allocation \$30,598; FY2018 rollover allocation \$48,087; FY2019 allocation \$46,606); and

WHEREAS funding of \$125,291 is available in the General Fund Assigned Fund Balance for Local Road Improvement Matching Program (#383465) for Project No. 2019-02; and

WHEREAS a public hearing regarding the project has been held before the Board of Commissioners in accordance with the requirements of MCL 123.872; and

WHEREAS upon review of the project application, the Board of Commissioners has determined that the completion of the project will encourage and assist businesses to locate in Oakland County.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby approves the project submitted by the City of Birmingham and authorizes the release of Local Road Improvement Program funds from the Oakland County Assigned Fund Balance (#383465).

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners is authorized to execute the cost participation agreement with the City of Birmingham prepared by Corporation Counsel for the Pilot Local Road Improvement Program Project No. 2019-02.

Resolution #19135

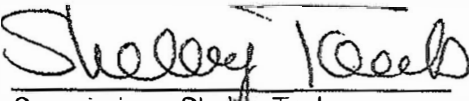
May 8, 2019

The Chairperson referred the resolution to the Economic Growth and Infrastructure Committee. There were no objections.

BE IT FURTHER RESOLVED that the Oakland County Clerk is requested to forward copies of this resolution to Oakland County Fiscal Services and the City of Birmingham.  
BE IT FURTHER RESOLVED the FY 2019 budget will be amended as follows:

| <u>GENERAL FUND (#10100)</u> |                            | <u>FY 2019</u>   |
|------------------------------|----------------------------|------------------|
| <u>Revenue</u>               |                            |                  |
| 9010101-196030-665882        | Planned Use of Balance     | <u>\$125,291</u> |
|                              | Total Revenue              | <u>\$125,291</u> |
| <u>Expenditures</u>          |                            |                  |
| 9010101-153000-740085        | Local Road Funding Program | <u>\$125,291</u> |
|                              | Total Expenditures         | <u>\$125,291</u> |

Chairperson, I move the adoption of the foregoing Resolution.

  
Commissioner Shelley Taub  
District #12



## MEMORANDUM

Planning Division

**DATE:** July 8<sup>th</sup>, 2019

**TO:** Joe Valentine, City Manager

**FROM:** Brooks Cowan, City Planner

**APPROVED:** Jana Ecker, Planning Director

**SUBJECT:** Set a Public Hearing to amend Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop.

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### INTRODUCTION:

Current Zoning Ordinance language has a mixture of rules determining what is allowed on a rooftop, the types of structures that may exceed the maximum height limit, and how many feet certain structures may exceed the maximum height limit. Efforts have been made to simplify ordinance language for rooftop structures and uses so that there is continuity among the various zones throughout the city.

### BACKGROUND:

The MX Zone in the Triangle District allows a maximum height for a flat roof to be 45 feet, but it does not allow rooftop uses above 40 feet, and does not allow mechanical equipment to exceed 50 feet. This has created practical difficulties in designing an elevator to provide access for rooftop mechanical equipment, and has prevented residents from enjoying the outdoor area and view provided by a rooftop in this zone.

The matter of rooftop uses in the MX District was discussed at the joint meeting of the City Commission and Planning Board on October 15, 2018. After much discussion, the consensus of the City Commission was to consider ordinance amendments to allow rooftop uses and occupation in the MX District so that such uses are permitted in all zone districts that allow mixed use buildings. In addition, the City Commission also expressed a desire to allow small lobbies or areas of enclosed space around elevators that extend up to rooftops in all districts.

The Planning Board has considered a number of issues related to rooftop uses and items permitted to exceed the maximum height in each zone. The number one priority in considering these issues was safety, followed closely by the practicality of being able to access the rooftop for maintenance work and leisure.

At the Planning Board meeting on May 8<sup>th</sup>, 2019, the Planning Board voted to set a public hearing

to further discuss the amendments to Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop. On June 12, 2019, the Planning Board voted to recommend the proposed amendments for rooftop uses to the City Commission with the condition that the public hearing is set after the Planning Board approves the meeting minutes to ensure City Commission could review final comments on the proposed amendments.

**LEGAL REVIEW:**

The City Attorney has reviewed the draft language and has no concerns.

**FISCAL IMPACT:**

There are no anticipated fiscal impacts of the proposed amendments.

**SUMMARY:**

On June 12<sup>th</sup>, 2019, the Planning Board held a public hearing on the draft ordinance language and voted to recommend approval to the City Commission to amend Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop.

**ATTACHMENTS:**

- Proposed ordinance language
- Planning Board Memo from June 12<sup>th</sup>, 2019
- Relevant meeting minutes

**SUGGESTED ACTION:**

To set a public hearing date of August 5, 2019 to consider amendments to Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop.

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 4, SECTION 4.18(A), HEIGHT STANDARDS, TO REGULATE ROOFTOP ITEMS EXCLUDED FROM HEIGHT STANDARDS.**

This Height Standards section applies to the following districts: O1, O2, P, B1, B2, B2B, B2C, B3, B4, TZ1, TZ3, **MX**

The following height standard applies:

A.) Structures Excluded:

- 1.) The maximum height limit set forth in the two-page layout in Article 2 shall not apply to any **mechanical** penthouses, **stair enclosures**, **elevator shafts**, **elevator lobbies**, rooftop screening, rooftop mechanical equipment and/or other rooftop mechanical appurtenances, **provided the mechanical appurtenances** are screened in accordance with Section 4.54.
- 2.) **An elevator shaft may exceed the maximum height limit by no more than 16 feet.**
- 3.) **An elevator lobby may exceed the maximum height limit by no more than 16 feet provided that it is no larger in area than the area of the elevator shaft which it abuts, measured to the exterior walls.**
- 4.) **Stair enclosures, rooftop screening, rooftop mechanical equipment and/or other rooftop mechanical appurtenances may exceed the maximum height limit by no more than 10 feet.**
- 5.) **Rooftop amenities such as pergolas, trellises, furniture and other similar items may exceed the maximum height limit by no more than 10 feet, provided they meet the requirements of Rooftop Use Standards in Article 5.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk



CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 4, SECTION 4.19(A), HEIGHT STANDARDS, TO  
ALLOW ROOFTOP USE AND AMENITIES IN THE MX ZONE DISTRICT.**

The following height standards apply:

- A. Roofs:
  - 1. Flat roofs shall be no more than 45 feet.
  - 2. Eave line for sloped roofs shall be no more than 40 feet.
  - 3. Peak or ridge of any sloped roof shall be no more than 50 feet as measured to the average grade at the sidewalk at the frontage line.
  - 4. ~~Maximum overall height including the mechanical and other equipment shall be no more than 50 feet.~~
  - 5. Sloped roofs no greater than 45 degrees measured to the horizontal shall be permitted for the screening of mechanical and other equipment.
  - 6. ~~Any other use or occupancy above 40 feet shall be prohibited.~~
  - 7. Maximum of 4 stories.

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.03 R4 DISTRICT, R5 DISTRICT, R8 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**D. Rooftop Use Standards:**

- 1. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- 2. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.04 R6 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**D. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:
  - i. They are set back at least 5 feet from the eave line.
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.
  - iii. They do not have full enclosures.
  - iv. They do not include eisenglass or similar enclosure materials.
- b. Rooftop structures and amenities may not contain habitable space.

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.05 R7 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**D. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:
  - i. They are set back at least 5 feet from the eave line.
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.
  - iii. They do not have full enclosures.
  - iv. They do not include eisenglass or similar enclosure materials.
- b. Rooftop structures and amenities may not contain habitable space.

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.06 01 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**G. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.07 02 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**G. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.08 P DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**F. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:
  - i. They are set back at least 5 feet from the eave line.
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.
  - iii. They do not have full enclosures.
  - iv. They do not include eisenglass or similar enclosure materials.
- b. Rooftop structures and amenities may not contain habitable space.

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.09 B1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**H. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk



CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.10 B2 DISTRICT, B2B DISTRICT, B2C DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**N. Rooftop Use Standards:**

- c. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- d. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.11 B3 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**F. Rooftop Use Standards:**

- e. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- f. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.12 B4 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**K. Rooftop Use Standards:**

- g. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- h. Rooftop structures and amenities may not contain habitable space.**

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.13 MX DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**N. Rooftop Use Standards:**

- i. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- j. Rooftop structures and amenities may not contain habitable space.**

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.14 TZ1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**B. Rooftop Use Standards:**

- k. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- l. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.15 T22 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**B. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 5.16 TZ3 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**B. Rooftop Use Standards:**

- c. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - v. They are set back at least 5 feet from the eave line.**
  - vi. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - vii. They do not have full enclosures.**
  - viii. They do not include eisenglass or similar enclosure materials.**
- d. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM  
**ORDINANCE NO.**

**THE CITY OF BIRMINGHAM ORDAINS:** AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 9, DEFINITIONS TO DEFINE BUILDING HEIGHT, BUILDING HEIGHT- DOWNTOWN OVERLAY, BUILDING HEIGHT, TRIANGLE OVERLAY, ROOFTOP, AND ROOFTOP TERRACE.**

Building Height: The Vertical distance measured from existing grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs, and to the midpoint for gable, hip, gambrel, barrel, and shed roofs. In a building having a flat roof, the parapet, if provided, may exceed the maximum building height by up to ~~3 feet~~ **42 inches**.

Building Height, **Downtown Overlay:** The vertical distance from the average grade at the sidewalk at the frontage line to the highest point of the roof surface in a flat roof and the eaves/eave line for a gable, hip, gambrel, or mansard roof. Height limits do not apply to ~~parapet walls, belfries, steeples or flagpoles. skylights, chimneys, or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building.~~

**Rooftop: The external upper covering of a building.**

ORDAINED this \_\_\_\_\_ publication day of \_\_\_\_\_, 2019 to become effective 7 days after publication.

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Patty Bordman, Mayor

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Cherilynn Mynsberge, City Clerk



**DATE:** June 12<sup>th</sup>, 2019

**TO:** Planning Board

**FROM:** Brooks Cowan, City Planner

**SUBJECT:** Rooftop Uses

A number of new mixed use and multi-family developments throughout the country have included rooftop amenities such as recreation spaces, terraces, patios, gardens or pools. Providing rooftop amenities allows building owners to maximize space. The view that rooftop amenities provide is often cited as one of the biggest benefits for patrons of such spaces. Examples in Birmingham include the All Seasons, The Forefront, and Social Kitchen.

Rooftop use above the building height limit is currently permitted in all zoning districts except the MX zone. Issues with limitations on rooftop mechanical equipment has also been an issue in the MX zone due to the area's height restrictions.

The Planning Board has discussed what is allowed on a rooftop and what is not. Factors in this discussion involve the types of structures the Zoning Ordinance excludes from the maximum building height, and how high these structures are allowed to extend. Another issue discussed has been how should rooftop uses be setback and allocated throughout the day.

To address items excluded from height restrictions, Article 4.16(C) of the Zoning Ordinance lists antennas, chimneys and flagpoles, provided that they do not exceed the maximum height limit by more than 10 feet. This standard applies to all zoning districts in the Zoning Ordinance.

## Height Standards (HT)

Article  
04

### 4.16 HT-01

This Height Standards section applies to the following districts:

R1A R1 R2 R3 R4 R5 R6 R7 R8 O1 O2 P B1 B2 B2B B2C B3 B4 MX TZ1 TZ3

The following height standards apply:

- A. Maximum Building/Eave Height: The maximum building height shall be as per each two-page layout in Article 2.
- B. Maximum Stories: The maximum number of stories shall be as per each two-page layout in Article 2.
- C. Structures Excluded: The maximum height limits set forth in the two-page layout in Article 2 shall not apply to radio or television antennas, chimneys and flagpoles, provided they do not exceed the required maximum height limits by more than 10 feet.

To address rooftop mechanical equipment in commercial zones, Article 4.18(A) excludes certain

mechanical structures from the maximum height limit, but it does not specify an amount to which these structures may exceed the height limit. Structures such as elevator shafts and stair enclosures are not mentioned in this section of the ordinance at this time. **Ordinance language suggesting a height limit exemption of 10 feet for rooftop mechanicals and amenities has been suggested, as well as an exemption of 16 feet for elevator shafts and elevator lobbies. It has also been suggested that zone MX be added to Article 4.18(A) to incorporate all mixed use buildings.**

#### 4.18 HT-03

This Height Standards section applies to the following districts:

O1 O2 P B1 B2 B2B B2C B3 B4 TZ1 TZ3

The following height standard applies:

- A. Structures Excluded: The maximum height limits set forth in the two-page layout in Article 2 shall not apply to any penthouses, rooftop screening, rooftop mechanical equipment and/or other rooftop mechanical appurtenances, providing they are screened in accordance with Section 4.54.

Article 4.19 of the Zoning Ordinance contains height standards for the Mixed Use (MX) zone, stating that flat roofs shall be no more than 45 feet, and maximum overall height including the mechanical and other equipment shall be no more than 50 feet. This only leaves 5 feet for rooftop mechanical equipment in the MX zone. Also, if a property owner in the MX zone constructs a building with a roof height of 40' or above, no rooftop use may be permitted. The MX zone is the only zoning district that prohibits rooftop use above a certain height limit. The District Lofts at the northwest corner of Villa and Eton and the Sheridan senior living center are two properties that have recently been built with a height above 40 feet and are currently prohibited from having uses on the rooftop. **Ordinance language has been suggested extending the height for mechanical and other equipment in the MX zone, as well as permitting use above 40 feet in the MX zone.**

## Height Standards (HT)

Article  
**04**

#### 4.19 HT-04

This Height Standards section applies to the following district:

MX

The following height standards apply:

- A. Roofs:
1. Flat roofs shall be no more than 45 feet.
  2. Eave line for sloped roofs shall be no more than 40 feet.
  3. Peak or ridge of any sloped roof shall be no more than 50 feet as measured to the average grade at the sidewalk at the frontage line.
  4. Maximum overall height including the mechanical and other equipment shall be no more than 50 feet.
  5. Sloped roofs no greater than 45 degrees measured to the horizontal shall be permitted for the screening of mechanical and other equipment.
  6. Any other use or occupancy above 40 feet shall be prohibited.
  7. Maximum of 4 stories.
- B. Structures Along Eton Road: The minimum eave height for a 1 story building along Eton Road shall be 18 feet.

In regards to height standards, the Zoning Ordinance has discrepancies related to what is and is not excluded from the maximum building height in the Downtown Overlay District. Height limit in Article 3.04 for zones D2, D3 and D4 is worded as follows:

- 3.04(A)(1)(c) "Maximum overall height **including the mechanical** and other equipment shall be no more than 56 feet.
- 3.04(A)(2)(c) "Maximum overall height **including the mechanical** and other equipment shall be no more than 68 feet.
- 3.04(A)(3)(c) "Maximum overall height **including the mechanical** and other equipment shall be no more than 80 feet.

Therefore, according to Article 3, rooftop mechanical equipment such as an elevator shaft on a building in the D4 zone must be below 80 feet. A table of all permissible height limits per commercial zone and their exempt height for mechanical is attached below.

| Overlay  | Zone  | Floors | Height Limit | Bonus Floor/Height | Exempt Height for Mechanicals |
|----------|---|--------|--------------|--------------------|-------------------------------|
| Downtown | D2  | 2      | 56           | 1                  | -                             |
| Downtown | D3  | 3      | 68           | 1                  | -                             |
| Downtown | D4  | 4      | 80           | 1                  | -                             |
| Triangle | MU3   | 3      | 42-66        | 2 floors / 24ft    | 10                            |
| Triangle | MU5   | 5      | 66-78        | 1 floor / 12ft     | 10                            |
| Triangle | MU7   | 7      | 90-114       | 2 floors / 24ft    | 10                            |
|          | MX  | 4      | 45           |                    | 5                             |
|          | B1  | 2      | 30           |                    | 10                            |
|          | B2  | 3      | 40           |                    | 10                            |
|          | B2B   | 2-3    | 30-40*       |                    | 10                            |
|          | B2C   | 3      | 30           |                    | 10                            |
|          | B3  | 3-5    | 40-60*       |                    | 10                            |
|          | B4  | 4-5    | 48-60*       |                    | 10                            |
|          | O1  | 2      | 28           |                    | 10                            |
|          | O2  | 2      | 28           |                    | 10                            |
|          | R4  | 2.5    | 35           |                    | 10                            |
|          | R5  | 2      | 30           |                    | 10                            |
|          | R6  | 3      | 40           |                    | 10                            |
|          | R7  | 4      | 50           |                    | 10                            |
|          | R8  | 2.5    | 30           |                    | 10                            |
|          | P   | 4      | 50           |                    | 10                            |
|          |   |        |              |                    |                               |
|          | 10 feet is for screening 4.54(8), No language for mechanical height |        |              |                    |                               |
|          | * Commercial/mixed use - residential only                           |        |              |                    |                               |

An issue with the maximum height stated for each Downtown Overlay Zone is that Article 9's definition for "Building Height, Overlay" is inconsistent with the height policy in Article 3. The Article 9 definition for "Building Height, Overlay" includes rooftop structures and mechanical equipment as exempt from the height limit by stating:

The vertical distance from the average grade at the sidewalk at the frontage line to the highest point of the roof surface in a flat roof and the eaves/eave line for a gable, hip, gambrel, or mansard roof. **Height limits do not apply to parapet walls, belfries, steeples, flagpoles, skylights, chimneys, or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building.**

According to the Article 9 definition for "Building Height, Overlay", an elevator shaft on a building in the D4 zone is permitted to exceed the maximum height of 80 feet. **Ordinance language has been suggested for the definition of "Building Height, Overlay" so that rooftop structures such as mechanical equipment are not exempt from the height limit in Article 3.**

Parapets are another issue with items excluded from the maximum height limit. Flat roofs are required to be enclosed by parapets in the Downtown Overlay, the Triangle District and the TZ3 zone. The definition of "Building Height" in Article 9 allows parapets to exceed the maximum height by 3 feet, while building code requires guardrails for rooftop uses to be 42 inches. **Ordinance language has been suggested so that parapets may exceed the maximum height limit by 42 inches in order to meet the code for a guardrail.**

The matter of rooftop uses in the MX District was discussed at the joint meeting of the City Commission and Planning Board on October 15, 2018. After much discussion, the consensus of the City Commission was to consider ordinance amendments to allow rooftop uses and occupation in the MX District so that such uses are permitted in all zone districts that allow mixed use buildings. In addition, the City Commission also expressed a desire to allow small lobbies or area of enclosed space around elevators that extend up to rooftops in all districts.

On October 24<sup>th</sup> 2018 the Planning Board considered draft ordinance language that eliminated line 6 of Section 4.19(A) *"Any other use or occupancy above 40 feet shall be prohibited."* There was consensus that the Board wanted more in depth review of ordinance language in relation to rooftop uses before making any definitive decisions.

On December 12<sup>th</sup>, 2018 the Planning Board reviewed ordinance language from the cities of Denver, CO and Portland, OR. The Board discussed Denver's height exceptions which states mixed-use buildings up to three stories may exceed the permitted building height by 12 feet for elevator lobbies and open structures. In comparison, Portland, Oregon allows rooftop mechanical equipment to exceed the maximum height by 16 feet as long as it is setback 15 feet from the building frontage.

The Planning Board then reviewed proposed changes to ordinance language related to rooftop uses. Changes included adding MX to the list of zones in Section 4.18(A) for structures excluded from the maximum height limit. Language was also added in Section 4.18(A) to incorporate stair

enclosures, elevator shafts, and elevator lobbies.

In order to address the City Commission's directive to consider ordinance amendments to allow rooftop uses and occupation in the MX District, line 6 of Section 4.19(A) "Any other use or occupancy above 40 feet shall be prohibited" was eliminated for consideration. A section titled "Rooftop Uses" was also added to section 4.18(B) which attempted to limit rooftop uses. There was general consensus that this section needed revision, specifically related to permitted uses on rooftops.

On February 13<sup>th</sup>, 2019, the Planning Department presented updated language addressing previous comments and borrowing similar language from other City Ordinances. The Planning Board expressed concern about nuisance complaints, especially related to noise at night, and suggested a time limit of rooftop uses from 7 a.m. to 12 p.m which has been included in the following draft language.

A concern about rooftop items being carried off of the rooftop by wind was also expressed. While reviewing ordinance language, the Building Department addressed this issue by suggesting the inclusion of text under the *Rooftop Use* category stating *"All rooftop structures and furniture must be confined, of sufficient weight or anchored to the building to resist anticipated wind loads."*

The Building Department also had the following comments related to the proposed language for rooftop uses. In regards to the proposed *Article 4, Section 4.18(B) Rooftop Use* language, it was noted that Rooftop Uses are not height standards and should be moved to *Article 5, Specific Use Standards*.

On March 13<sup>th</sup>, 2019 the Planning Board reviewed suggestions from the Building Department and determined *Rooftop Use* should be moved to Chapter 5 of the Zoning Ordinance. In regards to permissible rooftop items, the Planning Board suggested further research into other cities such as Chicago to help specify what is and is not allowed on rooftops. Suggestions related to guardrail materials and setback were also made.

In researching the City of Chicago's Zoning Ordinance, The Birmingham Planning Department contacted Chicago's Planning Department and was informed that there are no limitations regarding furniture on the roof top patios of high rise commercial buildings or residential rooftops. All types of couches and grills are permitted. Eating and drinking establishments on rooftop patios in Chicago require a Special Use Application and approval from the Board of Zoning Appeals for commercial buildings. Also, Chapter 15 of Chicago's Municipal Code for fire prevention defines deck and rooftop deck, and defines the maximum deck size for combustible and noncombustible decks.

Chicago Zoning Ordinance also requires that pergolas, arbors and trellises located on rooftops of principal residential buildings and private garages are allowed to exceed the maximum building height, provided that on principal buildings less than 80 feet tall, they are set back at least 20 feet from the building line, or in the case of corner lots, at least 15 feet from the front and side building lines. Also that on principal buildings and private garages, they do not exceed 11 feet in overall height above the rooftop deck, or extend more than 8 feet above the building parapet, whichever is greater.

On April 10<sup>th</sup>, the Planning Board discussed rooftop uses more in depth. The Board decided rooftop features such as pergolas would remain in structures excluded from height requirements, but would also be moved to Chapter 5 for rooftop uses, along with the requirements for setback, attachments, material, and habitable space. It was determined that mention of guardrail materials was not necessary in this section due to other chapters addressing material requirements.

Issues of safety were also discussed. Building code requires rooftop guardrails to be 42 inches in height but members of the Planning Board suggested furniture being required to be setback up to 10 feet as an extra measure of safety. Differentiating between private, semi-private, and public rooftops was also discussed as a concern because setbacks requirements on furniture on smaller private rooftops, especially those sharing a floor with a residential unit.

On May 8<sup>th</sup> the Planning Board examined suggested ordinance language that required rooftop structures and amenities to be set back from the eave line, as well as a time limit on rooftop uses. They also examined aerial photos of the many buildings throughout the city with rooftop uses, and how requiring setbacks and restrictions on time of use would create a number of practical difficulties. The Board wanted it noted that they thoroughly considered issues related to safety and noise on rooftops, but they determined that the Building Code and noise ordinance addresses these issues to an acceptable level. The Planning Board decided to eliminate the setback of 10 feet for rooftop structures, and to allow rooftop use at all times of the day. Also on May 8<sup>th</sup>, 2019, the Planning Board set a public hearing date of June 12, 2019 to consider the proposed ordinance amendments.

One comment from the Building Department on the proposed language is that the Article 5 Section for Rooftop Use Standards should be more specific about full enclosures, such as "The amenity is not enclosed by more than 50% of the potential siding area." Another comment related to Article 5 is that restricting full enclosures eliminates the need to ban habitable space, as conflicts related to definition of *Habitable Room* may arise.

### **Suggested Action:**

To recommend approval to the City Commission of amendments to Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop.



1.) Social Kitchen



2.) Clark Hill Building



### 3.) Birmingham Plaza – KW Domain



### 4.) All Seasons Senior Living





5.) The Balmoral



6.) Greenleaf Trust



### 7.) District Lofts

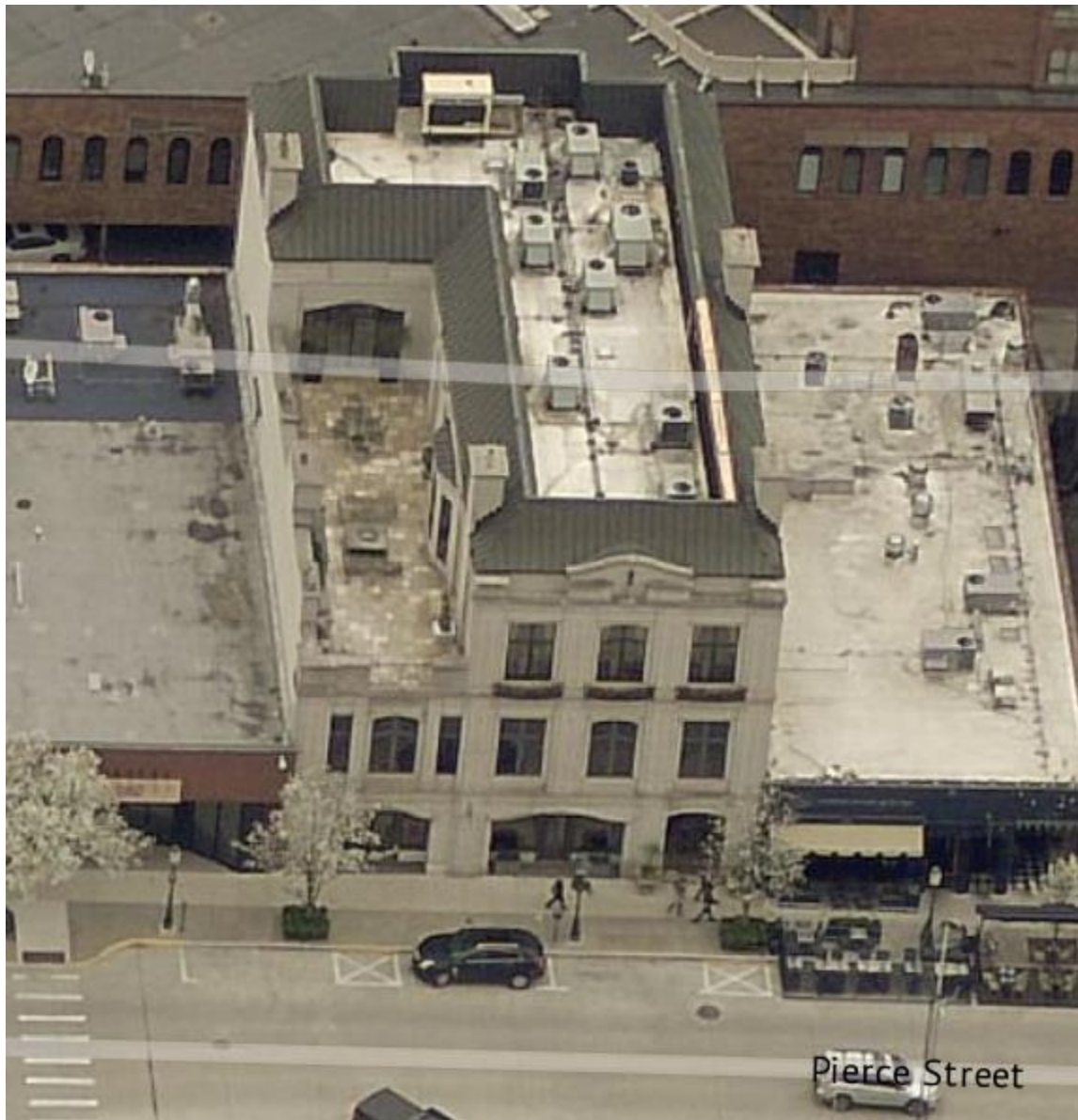


### 8.) Pierce and Brown





9.) Schecter Wealth



The Forefront



11.) The Daxton Hotel approved plans



**BIRMINGHAM CITY COMMISSION /  
PLANNING BOARD JOINT MEETING  
MINUTES OCTOBER 15, 2018  
DPS FACILITY, 851 SOUTH ETON, BIRMINGHAM MI  
48009 7:30 P.M.**

Rooftop Usage in MX District

City Planner Ecker reviewed the October 10, 2018 memo on the matter.

Commissioner Nickita endorsed this possibility, saying it should be considered for the rail district, the triangle district, and the downtown as well. He noted that the ordinances would need to be updated to require accessible access to rooftops. He cautioned:

- That these rooftop usages should not become an additional floor of interior space.
- Attention must be paid to the structural changes made as part of these updates. For instance, columns on the roof would visually imply another floor.

Planning Director Ecker said she could not speak to the City's original rationale for disallowing rooftop usage in 1998.

Commissioner DeWeese suggested that the code should be written with an eye towards creating these spaces as an amenity, as opposed to for occupancy. He also agreed with Commissioner Nickita that the careful implementation of these spaces could occur in Birmingham's other commercial districts as well.

Commissioner Hoff Said:

- The MX District is currently the only district that disallows rooftop usage.
- Rooftop usage could be expanded to the MX District.
- The issue of enclosures for elevators or similar considerations could be looked at further, both for the MX District and for the other commercial districts.

Planning Director Ecker explained that currently an enclosed rooftop-access elevator cannot cause a building to exceed the permitted number of stories in a district.

Mayor Harris acknowledged consensus to explore rooftop usage in the MX District and to explore definitions affecting rooftop usage in all of Birmingham's commercial districts.

It was determined that All Seasons has two buildings of differing heights, and residents have rooftop access to the shorter building's roof by exiting an elevator in the taller building.



**CITY OF BIRMINGHAM**  
**REGULAR MEETING OF THE PLANNING BOARD**  
**WEDNESDAY, OCTOBER 24, 2018**  
City Commission Room  
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on October 24, 2018. Chairman Scott Clein convened the meeting at 7:30 p.m.

**Present:** Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams

**Also Present:** Alternate Board Member Jason Emerine

**Absent:** Alternate Board Member Nasseem Ramin; Student Representatives Madison Dominato, Sam Fogel, Ellie McElroy

**Administration:** Jana Ecker, Planning Director  
Matthew Baka, Sr. Planner  
Carole Salutes, Recording Secretary

**10-182-18**

**5. Rooftop Usage in the MX District**

Mr. Baka reported that many new buildings, especially mixed-use and multi-family developments, have rooftop amenities such as recreation spaces, terraces, patios, gardens or pools. Providing rooftop amenities allows building owners to maximize space and is often cited as one of the biggest benefits for patrons of such spaces. Most new buildings built in Downtown Birmingham or in the Triangle District include such rooftop uses and amenities. Rooftop amenities are currently permitted on buildings in all zone districts that are built to the allowable number of stories, except in the MX District.

Thus, if a property owner in the MX District constructs a building to the maximum height of four stories with a roof height of 40 ft. or above, no rooftop amenities can be provided based on Section 4.19 (A) (6) which clearly prohibits any use above 40 ft. The District Lofts at the northwest corner of Villa and Eton and the Sheridan senior living center are two presently built properties that are currently prohibited from having uses or occupancy on the roof based on section 4.19 of the Zoning Ordinance.

This matter was discussed at the joint meeting of the City Commission and the Planning Board held on October 15, 2018. After much discussion, the consensus of the City Commission was to consider ordinance amendments to allow rooftop uses and occupation in the MX District so that such uses are permitted in all zone districts that allow mixed-use buildings. In addition, the City Commission also expressed a desire to allow small lobbies or areas of enclosed space around elevators that extend up to rooftops.

Accordingly draft ordinance language was presented for review to consider the first issue of removing a prohibition on rooftop use and occupation in the MX District to allow rooftop uses and amenities that are currently permitted in other mixed-use zoning districts in the City.

Ms. Ecker advised this is phase 1 of the discussion on rooftop uses. The draft language would allow rooftop uses in the MX District but it wouldn't allow a closed space around an elevator or other additions. That is another discussion.

Chairman Clein was concerned this would open the door for people to do whatever they want on the roof without any regulations. He worried about the proximity to residential. Ms. Ecker noted they haven't heard any concerns about rooftop uses in the other districts.

It was decided to tell the City Commission that the Planning Board is concerned about doing what looks to be a simple easy fix, and the Board wants to know whether to go further into the study first.



**CITY OF BIRMINGHAM  
REGULAR MEETING OF THE PLANNING BOARD  
WEDNESDAY, DECEMBER 12, 2018**

City Commission Room  
151 Martin Street, Birmingham, Michigan

**12-202-18**

**G. STUDY SESSION ITEMS**

**1. Rooftop Uses**

Mr. Cowan explained that a number of new mixed use and multi-family developments throughout the country have included rooftop amenities such as recreation spaces, terraces, patios, gardens, or pools. Providing rooftop amenities allows building owners to maximize space. The view that rooftop amenities provide is often cited as one of the biggest benefits for patrons of such spaces. The use of rooftops for building amenities has been on the rise in recent years. Examples in Birmingham include the All Seasons in the Triangle District and Social Kitchen in the Downtown District. Rooftop amenities and recreational uses are currently permitted on buildings built to their maximum height in all zoning districts except in the MX District.

Article 4.18 of the Zoning Ordinance contains a section for structures excluded from height limits in Article 2, but it does not apply to the MX District.

Article 4.19 (A) (4) of the Zoning Ordinance restricts the maximum overall height in the MX District, including mechanical equipment to 50 ft., which only allows 5 ft. of height for structural amenities such as stair enclosures or elevator lobbies that provide access to the rooftop.

This matter was discussed at the joint meeting of the City Commission and the Planning Board on October 15, 2018. After much discussion, the consensus of the City Commission was to consider ordinance amendments to allow rooftop uses and occupation in the MX District so that such uses are permitted in all zone districts that allow mixed use buildings. In addition, the City Commission expressed a desire to allow small lobbies or areas of enclosed space around elevators that extend up to rooftops.

On October 24, 2018 the Planning Board considered draft ordinance language that eliminated line 6 of Section 4.19 (A): "Any other use or occupancy above 40 ft. shall be prohibited." There was consensus that the Board wanted more in-depth review of ordinance language in relation to rooftop uses before making any definitive decisions. It was suggested that staff look into cities such as Denver, CO and Portland, OR. Each has an ordinance with a designated section for exceptions to the building height regulations.

As an example, the table for Denver's Zoning Ordinance Section 7.3.7.1 Height Exceptions indicates that mixed use buildings up to three stories may exceed the permitted building height by 12 ft. for utility purposes, limited recreation, elevator lobbies and open structures.

Portland, Oregon's Zoning Ordinance allows rooftop mechanical equipment and stairwell enclosures that provide rooftop access to exceed the height limit by 16 ft. as long as it is set back

at least 15 ft. from all street facing facades. This is 4 ft. higher than the example provided from Denver for buildings of similar size and use. A suggested issue for discussion is the setback requirement for rooftop uses and equipment which is addressed in the proposed language for Section 4.19 (A) (8).

Draft ordinance language was presented for the Planning Board's review to consider the first issue of removing a prohibition on rooftop use and occupation in the MX District in order to allow rooftop uses and amenities that are currently permitted in other mixed use zoning districts in the City.

Mr. Koseck questioned what can go wrong on rooftops. Chairman Clein said the concern that was expressed to him was where the building is located in context to other residential. The second concern was whether rooftop use takes away from street activation. He added that the rooftop acts as a back yard for residents of a building.

Ms. Ecker said the concern she has heard is that an enclosure may get so big that it almost becomes akin to another story.

Mr. Jeffares thought there should be as much space outside an elevator as there is inside to allow queuing to fill the elevator. Additionally, non-permanent structures may become airborne during high winds.

The necessity of imposing a Special Land Use Permit ("SLUP") was discussed but board members hoped to find a way to make the addition of rooftop amenities work more easily than that. Problems could be dealt with by contacting building management or by calling the Police.

There was consensus to list what limited recreational uses along with permanent outdoor equipment for use by the building occupants would be permitted.

**CITY OF BIRMINGHAM**  
**REGULAR MEETING OF THE PLANNING BOARD**  
**WEDNESDAY, FEBRUARY 13, 2019**

City Commission Room  
151 Martin Street, Birmingham, Michigan

**3. Rooftop Uses**

City Planner Cowan presented his February 13, 2019 memorandum to the Planning Board regarding rooftop uses.

Mr. Share stated that the "condition that surrounding properties are not impacted in a negative manner" gave him pause. Allowing for the fact that City ordinances prevent nuisance, Mr. Share noted that being 'impacted in a negative manner' is a broad and subjective standard. He suggested the Board attempt to narrow the standard a bit more.

Chairman Clein said the same language gave him pause. He said he had brought up the possibility of using a SLUP in the past, but the Board had thought a SLUP might be too involved just to regulate rooftop use.

Mr. Share suggested the standard could be narrowed by including hours of permitted rooftop use or an injunction to adhere to the nuisance ordinances during rooftop use.

Ms. Whipple-Boyce suggested that #4 under Rooftop Use could be excised entirely since the City has sufficient nuisance ordinances to deter or penalize inappropriate behavior.

Mr. Share said the one reason to leave it in might be to provide the City with another tool to deter inappropriate behavior, if repeated violations of the ordinance could allow the City to take away the right to rooftop use. If the City could not take away rooftop use based on multiple violations, however, Mr. Share said he agreed with Ms. Whipple-Boyce.

Planning Director Ecker said she would not recommend pursuing that option, but that it could be done and would have to be worded carefully. She noted a noise or light violation would be given to both the individual(s) violating the ordinance and the owner of the property where the violation occurred, which usually results in property owners monitoring the issue more proactively.

Mr. Koseck suggested the City consider restricting the number of rooftop users allowed at one time, or restricting who was entitled to rooftop access.

Planning Director Ecker noted the difficulty for City enforcement of those rules.

Mr. Share agreed with Planning Director Ecker, but said that having those rules could just provide the City with a little more moral suasion.

Chairman Clein said the ordinance should include some tenets to deter inappropriate behavior, with the warning that repeated violations could lead to the City Commission revoking a building's site plan.

Planning Director Ecker said noise is the biggest concern and the police enforce noise violations. She said restricting hours of use might be the other way to approach the issue, suggesting 4.18(A)(4) could be changed to "Rooftop uses are permitted between the hours of 7 a.m. and midnight."

Replying to Mr. Jeffares, Planning Director Ecker explained that in 4.18(A)(1) Structures Excluded, 'penthouse' means a mechanical penthouse, not an apartment.

Ms. Whipple-Boyce suggested adding 'mechanical' before penthouse to make the restriction more clear. The Board agreed.

Planning Director Ecker recommended saving the public hearing for this item until April so the City Attorney and the Building Official have time to review the proposed changes. In reply to Mr. Koseck's question about permitted materials, Planning Director Ecker said minor changes would be subject to administrative approval and substantial changes would require approval of the Design Review Board.

Mr. Jeffares expressed concern that lightweight furniture or decor could be carried off a rooftop by wind.

Chairman Clein suggested the City Attorney and Building Official look at the proposed ordinance changes, and that perhaps they may have some ideas to address Mr. Jeffares' concern.

Discussing the issue of the percentage of a rooftop allowed to have coverings in 4.18(A)(2) Rooftop Uses, the Board agreed to remove umbrellas from the list while leaving canopies and pergolas, since only the latter two items create sufficient enough shelter so as to possibly give the impression of an additional floor.

**CITY OF BIRMINGHAM  
PLANNING BOARD ACTION ITEMS  
OF WEDNESDAY, March 13, 2019**

**03-037-19**

**F. STUDY SESSION ITEMS**

**1. Rooftop Uses**

City Planner Cowan presented the item. He noted the section on rooftop uses is under consideration by the Building Department as to whether that topic should remain under Height Standards within the ordinance or should be moved to Use Standards.

Mr. Boyle asked if there was language regarding guardrail requirements for rooftop usage.

Planning Director Ecker explained the height of a guardrail would be dictated by the Building Code, not the Zoning Ordinance. The materials are dictated in the Overlay only.

Mr. Boyle suggested it might make sense to compile the criteria for guardrails within the ordinance language so it is more easily accessible to developers.

Mr. Koseck confirmed that could be helpful.

Chairman Clein said it would be necessary to find a way to reduce the possible confusion that could stem from different requirements and language for different zones if these changes were made.

City Planner Cowan said guardrails could be added to 4.18(a)(1) where it also addresses penthouses, stair enclosures, and elevator shafts.

Planning Director Ecker explained that the material restrictions in the Overlay are to offset the extra density bonus. She stated it is not entirely necessary to restrict materials for other zones within the ordinance because projects are already subject to design review, though the Board could do so if it chooses.

Mr. Williams recalled a conversation regarding rooftop usage in the MX District that discussed the virtues of a setback of the usage so as not to disturb neighbors.

Planning Director Ecker suggested that it may behoove the Board to define 'rooftop' to clarify how these standards apply or do not apply to terraces on all levels.

Chairman Clein opined that the most expedient definition would differentiate between the private use of terraces and balconies and the common use of rooftops.

Planning Director Ecker noted that a rooftop could potentially be private to a penthouse, which means the definition would require more specificity.

According to Mr. Koseck, it might be most appropriate to limit the hours of use and the number of occupants and then to rely on the City's existing Zoning Ordinance and policing to address

issues such as noise or other disturbances should they arise. In addition, the Board would have an opportunity to review all these factors during the site plan approval process should additional concerns arise at that time.

Planning Director Ecker read the definition of "structure" from the ordinance as "anything constructed or erected which requires location on the ground, or attachment to something having location on the ground, including swimming pools. The term structure shall not include walls, fences, ornamental landscape features, driveways and sidewalks."

Mr. Koseck said he thinks of a guardrail as being attached to the structure of a building.

Planning Director Ecker explained that a usable roof space requires adherence to the commercial guardrail standard including 42" in height and the ability to withstand 200 lbs in weight every linear foot.

Mr. Share asked the Board to clarify what question they were focusing on in this discussion.

Mr. Boyle replied, stating he is trying to ascertain whether there are other ways to clarify the Zoning Ordinance for the benefit of developers and architects reading the ordinances on rooftop construction.

Laying out two options, Chairman Clein said the Board could either let the City's Building Code continue to address these questions, or could come up with standards to which developers and architects must adhere. He noted that the focus of the discussion has largely been regarding appropriate materials.

Planning Director Ecker reiterated that the issue of materials would be covered under the design review and the Building Code. If a building is only adding rooftop guardrails, that would be reviewed by the Design Review Board.

Mr. Boyle said the Planning Board should set the standard.

Mr. Share offered that the standard could be descriptive as opposed to material-specific; saying something like "high-quality materials" or "consistent with the materials of the building" might best achieve the Board's goals.

In response to Chairman Clein's question about what can be installed on a rooftop, Planning Director Ecker cited 4.19(a)(8) reading that rooftop structures shall be stepped back in the MX District, which is a prohibitive requirement meaning buildings in the MX District could not have their stair tower at the roof edge. For this reason, Planning Director Ecker suggested the Board strike the line.

Chairman Clein said he was comfortable striking the line, but would like to see rooftop installations appropriately specified.

Planning Director Ecker speculated that if a building is below the height limit it may be allowed to build an enclosed space on the rooftop. She emphasized that 4.18(a) specifies the only types of structures that can be built above a building's maximum height.

Ms. Whipple-Boyce said 4.18(b)(2) could be made less confusing by reading "Canopies and pergolas are permitted as long as they are not enclosed."

The Board agreed that rooftop furniture will be required to be "of sufficient weight or anchored to the building to resist anticipated wind loads."

Ms. Whipple-Boyce added that canopies and pergolas should also be weighted or anchored to the building.

Planning Director Ecker stated saying "all rooftop furnishings and accessories" would sufficiently encompass the different elements on a rooftop that must be weighted or anchored. She confirmed for Chairman Clein that the Planning Department could look into what else gets used on residential rooftops and report back in order to be sure the Board is not leaving anything out of the rooftop usage discussion.

Mr. Share said he wanted to be sure the two-page layout was absolutely clear, and recommended tying the maximum height in each district to either the two-page layout or the overlay standards, as appropriate. The recommended language change was "no more than twelve feet above the maximum height set forth in the two-page layout for each district."

The Board agreed with Mr. Share's recommendation, and said the exact wording could be worked out at a later time.

Planning Director Ecker asked for the Board's preference regarding Mr. Boyle's original suggestion of consolidating the rooftop use information with the appropriate zone sections.

Chairman Clein said he thinks consolidating the requirements for each zone would be wise, so that architects and developers do not have to go looking in the ordinance to make sure they are not missing any information.

Mr. Share suggested the ordinances for the specific zones could specify where the information on rooftop uses is located within the zoning ordinances in order to notify the reader that there is pertinent information elsewhere.

The Board ultimately reached consensus to move 'B. Rooftop Uses' to all the other relevant Use Standard sections.

**CITY OF BIRMINGHAM  
PLANNING BOARD ACTION ITEMS  
OF WEDNESDAY, APRIL 10, 2019**

**3. Rooftop Uses**

City Planner Cowan presented the item.

Chairman Clein said specifications pertaining to the use of a rooftop should be moved to Article 5 because they address use issues and not height issues.

City Planner Cowan suggested there be a category of Rooftop Uses under the Use Section for Article 5 within each zoning district.

The Board concurred that materials need not be discussed in this aspect of the ordinance since rooftop uses undergo site plan review and permitted material specifications exist elsewhere within City ordinance.

Planning Director Ecker suggested changing Rooftop Uses to Rooftop Use Standards. That would include the specification that any accessories, furnishings, cooking equipment has to be of sufficient weight and anchored to the building to resist anticipated windloads.

The Board concurred.

Mr. Williams clarified that he would like all the furniture stepped back ten feet from the roof perimeter.

Planning Director Ecker then said Article 4, Section 4.18(A)(3) would remain as "Rooftop features such as pergolas, trellises, furniture and other similar accessories may exceed the height limit," while 3(a), 3(b) and 3(c) would be moved into the new category called Rooftop Use Standards. Four is being removed from the list.

Mr. Williams said the issues of safety around rooftop uses should be given appropriate consideration, and one way of doing that is requiring all furniture to be ten feet from the perimeter of a roof. He noted that while there could also be concerns around the safety of balconies or terraces, rooftops are common areas where larger groups can gather.

Mr. Boyle suggested staff could look at rooftop uses one more time, and in that consideration include where on the rooftop furniture and other items can be placed.

Planning Director Ecker said it would be necessary to explore how the rooftop furniture placement requirements could impact terraces or other private roof-similar spaces.

Mr. Share suggested "they" in Article 4, Section 4.18(A)(1) be changed to "the mechanical equipment and appurtenances".

Planning Director Ecker agreed.

Ms. Whipple-Boyce noted that on occasion a rooftop could be reserved for private use, turning it functionally into an occupant's terrace. She recommended the definitions of rooftop and terrace accommodate that possibility. She added there may also be circumstances where a number of apartments



have private access to a rooftop, and she asked whether the Board should consider whether an elevator to the roof for each apartment should be allowable, or a stairway for each apartment.

The Board asked staff to consider language related to approvals of rooftop uses.

Chairman Clein also asked that staff consider whether renting a rooftop to a building resident would be considered a commercial use, and whether such a circumstance should be permitted or prohibited.

**CITY OF BIRMINGHAM  
REGULAR MEETING OF THE PLANNING BOARD  
WEDNESDAY, MAY 8, 2019**

City Commission Room  
151 Martin Street, Birmingham, Michigan

**05-067-19**

**G. Study Session Items**

**1. Rooftop Uses**

City Planner Brooks Cowan presented the item.

Planning Director Ecker clarified that a parapet wall could not exceed a height limit of 42 inches, but a railing could exceed that height up until it comes into conflict with the maximum allowed height for the building.

Mr. Jeffares noted that if the parapet wall cannot exceed 42 inches, but also must be 42 inches high to act as a railing, then that leaves no room for error in the construction of the element.

Mr. Emerine agreed, noting that a parapet built too low by a quarter of an inch would be non-compliant with the Building Code and a parapet built too high by a quarter of an inch would be non-compliant with the Zoning Ordinance. He said as a design engineer he tries to build in a bit of tolerance for possible, minor human error. He said he did not necessarily have a problem with the issue, but did want the Board to be aware of it.

Vice-Chairman Williams said there seemed to be issues with the hours of allowed use and the proposed setbacks.

Mr. Jeffares asked why the noise ordinance is sufficient for management of social gatherings in residential neighborhoods, but residents desiring to use their rooftops would be subject to an additional time requirement in addition to being subject to the noise ordinance.

Planning Director Ecker noted that if rooftop users are subject to an additional time limitation of 7 a.m. to midnight, a resident with access to a rooftop, if they desired to, could not quietly drink coffee on their own rooftop at 6 a.m.

Vice-Chairman Williams noted that the time limitation would also impact a number of rooftops in Birmingham that are already being utilized by the occupants of the buildings.

Mr. Share noted that rooftop terraces do not have time limitations, while rooftops do.

City Planner Cowan said the difference between a rooftop terrace and a rooftop were not yet clear and needed to be clarified by the Board.

Mr. Emerine suggested a rooftop terrace would be host to smaller, private gatherings, whereas the rooftop itself would be more accessible to the public.

Planning Director Ecker concurred that the City might want to limit the possibility of large groups gathered on rooftops all night, but that the noise ordinance would do a sufficient job of addressing the most significant concerns likely to arise from such a gathering.

Vice-Chairman Williams said he did not see much gain from adding additional time limitations on rooftop or rooftop terrace use. He also did not see much gain from distinguishing between a rooftop and a rooftop terrace.

Mr. Share agreed, noting the Board could always ~~repreach~~ **re-approach** the question should further issues arise.

Planning Director Ecker told the Board that to her knowledge the City has never received a complaint about rooftop usage. She said the only similar complaint was when an individual using their terrace called the City to state that the restaurant below their terrace was too loud.

City Planner Cowan asked if the language regarding Rooftop and Rooftop Terrace Definitions should be removed.

The Board confirmed, adding that the time limitations should be removed as well as the setback requirement for non-permanent structures. The setback requirements for non-permanent structures was deemed unnecessary because it has been occurring with no issue around the City for years.

Ms. Whipple-Boyce asked if elevators or stairs from multiple residences could be installed on rooftops.

Planning Director Ecker confirmed it would be allowed per ordinance although unlikely due to cost.

Mr. Boyle stated that safety of rooftop usage is a matter of importance to the Board, and was why they had considered the setbacks and time limitations. He continued that upon further analysis of extant circumstances in the City additional restrictions seemed unnecessary, but that it should be noted that the Board thoroughly considered the issue.

Mr. Jeffares agreed, saying rooftops and rooftop terraces are the equivalent of backyards in terms of the usage that should be permitted to the building occupants.

Mr. Boyle acknowledged the comparison, but specified that the possible safety issues of rooftop use are much greater than the average safety issues of backyard use.

Ms. Whipple-Boyce pointed out that rooftop usage unrestricted as to time and the placement of non-permanent structures already exists throughout the City and has been a non-issue up to this point.

Vice-Chairman Williams agreed, saying it was clear from the discussion that the Board is concerned for residents' safety, but that rooftops all over the City are being utilized safely by building occupants without the additional restrictions.

The Board recommended striking 'furniture' from "Rooftop amenities such as pergolas, trellises, furniture and other similar items are permitted on a rooftop, provided:" for all districts, changing the line to "Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:".

Planning Director Ecker recommended altering "iv. They do not consist of eisenglass or similar enclosure materials." to read "iv. They do not include eisenglass or similar enclosure materials."

The Board concurred with Planning Director Ecker's recommendation.

The Board added that they would also no longer distinguish between 'rooftop' and 'rooftop terrace', leaving only 'rooftop' and its definition as "the external upper covering of a building".

The Board confirmed for Planning Director Ecker that the line "Rooftop amenities such as pergolas, trellises, furniture and other similar items may exceed the maximum height limit by no more than 10 feet, provided they meet the requirements of Rooftop Use Standards in Article 5" should remain as-is.

**Motion by Mr. Boyle**

**Seconded by Ms. Whipple-Boyce to move the matter of Rooftop Uses and Design Elements to public hearing to be held on June 12, 2019 in accordance with Planning Director Ecker's summary.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Boyle, Whipple-Boyce, Williams, Emerine, Jeffares, Ramin, Share

Nays: None

**CITY OF BIRMINGHAM  
PLANNING BOARD ACTION ITEMS  
OF WEDNESDAY, JUNE 12, 2019**

**06-084-19**

**F. Public Hearings**

**1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:**

**TO AMEND ARTICLE 4, SECTION 4.18(A), HEIGHT STANDARDS, TO REGULATE ROOFTOP ITEMS EXCLUDED FROM HEIGHT STANDARDS.**

**TO AMEND ARTICLE 4, SECTION 4.19(A), HEIGHT STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES IN THE MX ZONE DISTRICT.**

**TO AMEND ARTICLE 5.03 R4 DISTRICT, R5 DISTRICT, R8 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.04 R6 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES. TO AMEND ARTICLE 5.05 R7 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.06 O1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.07 O2 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES. TO AMEND ARTICLE 5.08 P DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.09 B1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.10 B2 DISTRICT, B2B DISTRICT, B2C DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.11 B3 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.12 B4 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.13 MX DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.14 TZ1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.15 TZ2 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 5.16 TZ3 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**TO AMEND ARTICLE 9, DEFINITIONS TO DEFINE BUILDING HEIGHT, BUILDING HEIGHT- DOWNTOWN OVERLAY, AND ROOFTOP.**

Vice Chairman Williams opened the public hearing at 7:33 p.m.

City Planner Cowan presented the item.

Vice Chairman Williams invited public comment. No members of the public wished to speak on the matter.

Mr. Koseck noted the elevator lobby can match the height of an elevator at 16 feet but should be no larger in area than the area of the elevator shaft which it abuts. He said these parameters might be excessively limiting, and said he did not recall the reason these limits were selected.

Planning Director Ecker explained the goal as discussed at the October 2018 joint Planning Board-City Commission meeting was to allow for an protection from the elements around an elevator while preventing a lobby large enough that it could be similar to an additional story of a building.

Mr. Koseck reiterated that it could still be excessively limiting.

Vice Chairman Williams recalled the Commission specifically wanting to limit the size of elevator lobbies at the October 2018 joint Planning Board-City Commission meeting, as per Planning Director Ecker's comment.

Mr. Koseck said he would recommend limiting the elevator lobby to 10 feet by 10 feet to keep it small without being overly restrictive. He said he was also unclear how the elevator shaft was being defined so as to determine the allowable area.

Vice Chairman Williams said limiting the lobby to 100 square feet would likely remain in-line with the direction from the Commission on the matter.

Mr. Koseck asked how the Code would be defining the size of the space, noting that if gross area is the metric that the thickness of the wall would further reduce the already limited space.

In response to Mr. Share, Vice Chairman Williams said that the matter would have to be re-noticed for a public hearing if the PB decided to proceed with Mr. Koseck's suggested change.

Mr. Share and Vice Chairman Williams agreed that their inclination would be to leave the recommendation as-is with the understanding that if the Commission wanted to extend the permitted lobby area they could.

Vice Chairman Williams stated the present meeting's minutes would present Mr. Koseck's concerns and the Commission could determine how to set their public hearing based on their review of the PB's discussion.



## MEMORANDUM

Office of the City Manager

**DATE:** July 8, 2019  
**TO:** Joseph A. Valentine, City Manager  
**FROM:** Tiffany J. Gunter, Assistant City Manager  
**SUBJECT:** Parking Garage Restriping Initiative

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### Introduction:

At the June 12, 2019 meeting of the Advisory Parking Committee (APC), a recommendation was made to proceed with a parking garage restriping project to increase aesthetics and enhanced visibility for users of the garage.

### Background:

The ability to decipher the dividing lines for parking spaces in the parking garages has diminished significantly in recent years. As such, the APC recommends that four of the five parking decks be re-striped this summer. The restriping will increase visibility and assist motorists in parking in their respective parking spot. The North Old Woodward lot is not being recommended for restriping at this time as it is expected to be taken off line later this year.

The parking management team, SP+, received three bids to complete the proposed striping project. The following table outlines the responses received:

| Vendor                        | Total Bid Amount |
|-------------------------------|------------------|
| Accurate Parking Lot Services | \$10,781.85      |
| AKLEIN Company                | \$10,687.00      |
| TMT Parking Lot Striping      | \$12,149.00      |

The APC recommended Accurate Parking Lot Services be awarded the bid based on their availability to begin immediately upon approval and their willingness to make multiple visits to ensure all parking spots are striped given that, at times, there may be vehicles that remain in the structure despite our best efforts to clear the deck prior to the start of the work. Other bidders indicated that structures must remove vehicles from deck prior to the start of the striping process.

### Legal Review:



Not applicable:

Fiscal Impact:

The fees would be paid by the Automobile Parking system fund for public improvements for each garage for a total of \$10,781.85.

Attachments:

Accurate Parking Lot Services Proposal

Suggested Recommendation:

To authorize the expenditure of \$10,781.85 to re-stripe the Park Street, Peabody, Pierce, and Chester Street garages using Accurate Parking Lot Services to complete the work to be paid by the Automobile Parking System.

**ACCURATE PARKING LOT SERVICES, INC.**  
**7091 WINDING BROOK COURT**  
**WEST BLOOMFIELD, MI 48322**  
office (248) 626-0071 fax (248) 626-0075

Customer Name

Job Location

City of Birmingham Engineering  
C/O SP PLUS  
P.O. Box 3001  
Birmingham, MI 48012  
Attn: Mr. Jose Ascencio

City of Birmingham  
Chester Parking Deck  
180 Chester Street  
Birmingham, MI 48009  
at Martin Street

## QUOTE

| DATE  | COMPLETION DATE   | P.O. # | TERMS       |                   |
|---|---|--------|-------------|-------------------|
| 4-30-19   | Spring, 2019  |        | 15 Days Net |                   |
|   | WE WILL PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS TO COMPLETE THE FOLLOWING WORK |        |             |                   |
| <u>Quantity</u>   | <u>Description</u>  |        |             | <u>Amount</u>     |
|   | <u>RESTRIPE THE ENTIRE DECK</u><br><u>EXCLUDING ANY CURBING</u>                   |        |             |                   |
| 26  | Handicap Stalls and Logos   | BLUE   | \$7.95      | \$206.70          |
| 15  | A.D.A. Thatched Zones   | BLUE   | \$7.95      | \$119.25          |
| 954 feet  | 4 Inch Wide Thatched Walkway Lines  | BLUE   | \$0.13      | \$124.02          |
| 250   | Double Lined Stalls, Inc. Center Lines  | WHITE  | \$3.95      | \$987.50          |
| 576   | Double Lined Stalls, Inc. Center Lines  | YELLOW | \$3.95      | \$2,275.20        |
| 12  | Thatched Zones  | YELLOW | \$7.95      | \$95.40           |
| 382 feet  | 4 Inch Wide Zone Lines  | WHITE  | \$0.13      | \$49.66           |
| 415 feet  | 4 Inch Wide Zone Lines  | YELLOW | \$0.13      | \$53.95           |
| 8   | Regular Directional Arrows  | YELLOW | \$7.95      | \$63.60           |
| 42  | Large Directional Arrows  | YELLOW | \$15.95     | \$669.90          |
|   |   |        |             | <b>\$4,645.18</b> |
| THANK YOU-- JASON GOLD  |   |        |             |                   |
| We Use Only 100% Lead-Free Sherwin-Williams Premium Traffic Paints<br>Fully insured. All materials state specs. |   |        |             |                   |

**ACCURATE PARKING LOT SERVICES, INC.**  
**7091 WINDING BROOK COURT**  
**WEST BLOOMFIELD, MI 48322**  
office (248) 626-0071 fax (248) 626-0075

Customer Name

Job Location

City of Birmingham Engineering  
C/O SP PLUS  
P.O. Box 3001  
Birmingham, MI 48012  
Attn: Mr. Jose Ascencio

City of Birmingham  
Peabody Parking Deck  
222 Peabody Street  
Birmingham, MI 48009  
at Brown Street

## QUOTE

| DATE            | COMPLETION DATE   | P.O. # | TERMS       |               |
|-----------------|---|--------|-------------|---------------|
| 4-30-19         | Spring, 2019  |        | 15 Days Net |               |
|                 | WE WILL PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS TO COMPLETE THE FOLLOWING WORK                               |        |             |               |
| <u>Quantity</u> | <u>Description</u>  |        |             | <u>Amount</u> |
|                 | <u>RESTRIPE THE ENTIRE DECK</u><br><u>EXCLUDING ANY CURBING</u>   |        |             |               |
| 8               | Handicap Stalls and Logos   | BLUE   | \$7.95      | \$63.60       |
| 6               | A.D.A. Thatched Zones   | BLUE   | \$7.95      | \$47.70       |
| 137 feet        | 4 Inch Wide Thatched Walkway Lines  | BLUE   | \$0.13      | \$17.81       |
| 196             | Single Lined Stalls   | WHITE  | \$2.00      | \$392.00      |
| 235             | Single Lined Stalls   | YELLOW | \$2.00      | \$470.00      |
| 1               | Thatched Zone   | WHITE  | \$7.95      | \$7.95        |
| 6               | Thatched Zones  | YELLOW | \$7.95      | \$47.70       |
| 208 feet        | 4 Inch Wide Zone Lines  | WHITE  | \$0.13      | \$27.04       |
| 248 feet        | 4 Inch Wide Zone and Road Lines   | YELLOW | \$0.13      | \$32.24       |
| 4               | Regular Directional Arrows  | YELLOW | \$7.95      | \$31.80       |
| 20              | Long Tailed Arrows  | YELLOW | \$20.50     | \$410.00      |
|                 |   |        |             | \$1,547.84    |
|                 | THANK YOU-- JASON GOLD  |        |             |               |
|                 | We Use Only 100% Lead-Free Sherwin-Williams Premium Traffic Paints<br>Fully insured. All materials state specs. |        |             |               |

**ACCURATE PARKING LOT SERVICES, INC.**  
**7091 WINDING BROOK COURT**  
**WEST BLOOMFIELD, MI 48322**  
office (248) 626-0071 fax (248) 626-0075

Customer Name

Job Location

City of Birmingham Engineering  
C/O SP PLUS  
P.O. Box 3001  
Birmingham, MI 48012  
Attn: Mr. Jose Ascencio

City of Birmingham  
Pierce Parking Deck  
333 Pierce Street  
Birmingham, MI 48009  
btw Merrill & Brown Streets

## QUOTE

| DATE            | COMPLETION DATE   | P.O. # | TERMS       |                   |
|-----------------|---|--------|-------------|-------------------|
| 4-30-19         | Spring, 2019  |        | 15 Days Net |                   |
|                 | WE WILL PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS TO COMPLETE THE FOLLOWING WORK                               |        |             |                   |
| <u>Quantity</u> | <u>Description</u>  |        |             | <u>Amount</u>     |
|                 | <u>RESTRIPE THE ENTIRE DECK</u><br><u>EXCLUDING ANY CURBING</u>   |        |             |                   |
| 16              | Handicap Stalls and Logos   | BLUE   | \$7.95      | \$127.20          |
| 8               | A.D.A. Thatched Zones   | BLUE   | \$7.95      | \$63.60           |
| 301 feet        | 4 Inch Wide Thatched Walkway Lines  | BLUE   | \$0.13      | \$39.13           |
| 131             | Double Lined Stalls   | WHITE  | \$3.95      | \$517.45          |
| 41              | Double Lined Stalls   | YELLOW | \$3.95      | \$161.95          |
| 134             | Single Lined Stalls   | WHITE  | \$2.00      | \$268.00          |
| 376             | Single Lined Stalls   | YELLOW | \$2.00      | \$752.00          |
| 8               | Thatched Zones  | WHITE  | \$7.95      | \$63.60           |
| 16              | Thatched Zones  | YELLOW | \$7.95      | \$127.20          |
| 298 feet        | 4 Inch Wide Thatched Crosswalk Lines  | WHITE  | \$0.13      | \$38.74           |
| 178 feet        | 4 Inch Wide Zone and Lane Lines   | WHITE  | \$0.13      | \$23.14           |
| 54 feet         | 4 Inch Wide Zone Lines  | YELLOW | \$0.13      | \$7.02            |
| 10              | Regular Directional Arrows  | YELLOW | \$7.95      | \$79.50           |
|                 |   |        |             | <b>\$2,268.53</b> |
|                 | THANK YOU-- JASON GOLD  |        |             |                   |
|                 | We Use Only 100% Lead-Free Sherwin-Williams Premium Traffic Paints<br>Fully insured. All materials state specs. |        |             |                   |

**ACCURATE PARKING LOT SERVICES, INC.**  
**7091 WINDING BROOK COURT**  
**WEST BLOOMFIELD, MI 48322**  
office (248) 626-0071 fax (248) 626-0075

Customer Name

Job Location

City of Birmingham Engineering  
C/O SP PLUS  
P.O. Box 3001  
Birmingham, MI 48012  
Attn: Mr. Jose Ascencio

City of Birmingham  
Park Parking Deck  
333 Park Street  
Birmingham, MI 48009  
at Ferndale Avenue

## QUOTE

| DATE  | COMPLETION DATE   | P.O. # | TERMS       |                   |
|---|---|--------|-------------|-------------------|
| 4-30-19   | Spring, 2019  |        | 15 Days Net |                   |
|   | WE WILL PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS TO COMPLETE THE FOLLOWING WORK |        |             |                   |
| <u>Quantity</u>   | <u>Description</u>  |        |             | <u>Amount</u>     |
|   | <b><u>RESTRIPE THE ENTIRE DECK</u></b>  |        |             |                   |
|   | <b><u>EXCLUDING ANY CURBING</u></b>   |        |             |                   |
| 20  | Handicap Stalls and Logos   | BLUE   | \$7.95      | \$159.00          |
| 19  | A.D.A. Thatched Zones   | BLUE   | \$7.95      | \$151.05          |
| 246   | Single Lined Stalls   | WHITE  | \$2.00      | \$492.00          |
| 473   | Single Lined Stalls   | YELLOW | \$2.00      | \$946.00          |
| 17  | Regular Thatched Zones  | WHITE  | \$7.95      | \$135.15          |
| 145 feet  | 4 Inch Wide Large Thatched Zone Lines   | WHITE  | \$0.13      | \$18.85           |
| 37  | Regular Thatched Zones  | YELLOW | \$7.95      | \$294.15          |
| 1   | Long Tailed Directional Arrow   | YELLOW | \$20.50     | \$20.50           |
| 8   | Regular Directional Arrows (6- Layout on roof)                                    | YELLOW | \$12.95     | \$103.60          |
|   |   |        |             | <b>\$2,320.30</b> |
| THANK YOU-- JASON GOLD  |   |        |             |                   |
| We Use Only 100% Lead-Free Sherwin-Williams Premium Traffic Paints<br>Fully insured. All materials state specs. |   |        |             |                   |



## MEMORANDUM

Office of the City Manager

**DATE:** July 8, 2019

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

**FROM:** Tiffany J. Gunter, Assistant City Manager

**SUBJECT:** Parking Management Services Operator Contract Renewal

Introduction:

On April 3, 2019, the APC recommended that the City authorize a renewed agreement with SP Plus to support the Management and Operations of the public parking structures in downtown.

Four bids were submitted to the City for consideration. The following table illustrates the bidders and their respective rates per year to operate the structures:

| Parking Management Firm   | Cost Per Year/<br>Lump Sum* | Cost Per Month |
|---------------------------|-----------------------------|----------------|
| Laz Parking               | \$42,000                    | \$3,500        |
| Premier Parking           | \$66,000                    | \$5,500        |
| Six Brothers Construction | \$5,000,000*                | N/A            |
| SP Plus Parking           | \$46,500                    | \$3,875        |

The proposal from SP Plus included capital contributions to the parking operations that included the purchase of a dedicated power washer with the necessary trailer and pick-up truck totaling \$66,000. In addition, SP Plus sought to partner with the City to reduce queueing at the ingress and egress points of the garages by sponsoring the first year of an operating lease to introduce Parkonect readers at each of the Skidata kiosks that would total \$120,298. Parkonect allows us to integrate park mobile into the garages and gives customers another form of payment to get in and out of the structures

The rate structure, as proposed by SP Plus is an incentive based approach that involves the development of key performance indicators. The base management fee would be \$23,250. However, in order for SP Plus to achieve a total fee of \$46,500, they would have to meet all of the key performance indicators (KPIs) established at the onset of the contract as a condition of the negotiation. Exhibit B includes the agreed upon KPIs and how they will be measured.

The proposal offered a more user friendly approach to garage management with the introduction of the amenity bays, where a section of the garage could be identified to house amenities, such as an air pump for low tires, jumper cables, vacuum, and a squeegee for dirty windows.

Laz and Premier Parking submitted proposals that met the requirements of the RFP. Premier's annual management fee was significantly higher. Laz Parking offered a management fee that was slightly less than SP Plus overall, but it was not incentive based.

Six Brothers Construction submitted a lump sum bid of \$5 million dollars through MITN, but did not attach any bid documents, time frame, or rationale for the lump sum figure. Staff did not follow up with the bidder, due to the fact that even with a five-year total contract, the cost per year would have totaled \$1 million.

At the June 3 meeting, the APC discussed the opportunity to include additional services as stated as an option, in the RFP. It was agreed by the APC that the costs to develop and manage a real time mobile parking app belongs under the purview of parking management operations team. SP Plus offers this technology to other cities in North America. The cost associated with developing a customized app are roughly 65% less than working with an outside company without the same level of experience with parking and without an existing basis from which to build. The one-time cost for mobilization and customization is \$12,000. The monthly subscription fee is \$1,500. The Ski data access fees were paid when the City initiated the data analytics program and will not be necessary to support system set up.

The mobile app will provide real time parking availability for both on-street and off-street parking spaces and is being built to support the needs of a potential parking mitigation plan if the Birmingham N.O.W. project is approved for construction. The system app can be developed and operable in 12 weeks (October 2019).

#### Background:

At the February 6, 2019 meeting, the Advisory Parking Committee approved a Request for Proposals (RFP) to initiate a competitive bid process for a Parking Management Services Operator. It was envisioned that the successful bidder would have responsibility for the management and operations of our City owned off-street parking facilities for a minimum of three years with options to renew for future years. The RFP was released on Friday, February 8, 2019. The deadline for receipt of bids was set for March 8, 2019. Staff committed that the recommendation for the proposal that brings the best value to the City will be presented to the committee at the April 2019 meeting for consideration.

The contract for parking management services has not been updated since 1991. The purpose of the solicitation was to address many items that weren't included in the original scope and ensure that the cost for these services remains competitive. Key items included in the scope that weren't outlined in the current contract include greater clarity in the following areas:

- Expectations of Management Staff to ensure key management personnel is dedicated to the City of Birmingham during business hours;
- Revenue Control and Program Management specifications to increase internal control protocols, which involves technological advances that didn't exist when the original contract was drafted;
- Specifications for cleaning and maintenance of the facility and equipment to support off-street parking are articulated clearly with a sample checklist provided for daily, quarterly, and annual activities; and

- Customer service and appearance guidelines for all employees are set forth in the RFP.

The responses to the RFP have achieved the objectives sought by the Committee. Once the parking management services contract is finalized, the committee can begin moving forward with the recommendations as provided in the Parking Strategies Report completed in Fall 2018.

#### Legal Review:

The City attorney worked with counsel at SP Plus to finalize the contract terms, which concluded at the end of June satisfactorily.

#### Fiscal Impact:

The Automobile Parking System would sustain a monthly management fee not to exceed \$3,875 and the APS would have a one-time fee for the mobilization costs of \$12,000 and monthly subscription fee of \$1,500 per month. The monthly management fee is the same fee that is currently being paid for SP Plus services. The costs for application development and launch were included in the budget for the current fiscal year for a total of \$40,000. The City will expend \$28,000 less than anticipated for the mobile app development. The total annual impact to the APS would be \$76,500 to ensure consistent operations as well as development of and maintenance of a customized integrated mobile parking app for the City.

#### Summary:

SP Plus (National Garages) has been serving the City of Birmingham since April 1954 before there were elevated parking decks in the parking system and only surface lots. They have successfully worked through major transition with the City for over 60 years. The APC commended their willingness to respond to several ad hoc requests for parking studies and other services that fell outside of their scope over the years and made positive remarks prior to offering their recommendation.

The City Commission is being asked to consider authorization to renew the renegotiated contract terms with SP Plus and approve them to proceed with the development of the mobile parking application.

#### Attachments:

Contract for Parking Management Services  
SP Plus Proposal to City of Birmingham  
RFP for Parking Management Services  
April 3 Meeting Summary

#### Suggested Resolution:

To authorize an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875 to be paid from the Automobile Parking System fund with costs distributed equally between garages as general administration and the costs for mobile application development and maintenance for a one- year monthly subscription of \$1,500 in an amount not to exceed \$18,000 through fund 585-538.001-981.0100, and direct the Mayor and Clerk to sign the agreement on behalf of the City.





## MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the CITY OF BIRMINGHAM, a Municipal Corporation (“**Owner**”), and SP PLUS CORPORATION, a Delaware corporation (“**Operator**”).

### RECITALS:

- A. Owner presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility.
- B. Operator is an experienced operator and manager of parking facilities.
- C. The parties desire to enter into an agreement whereby Operator will manage all parking of motor vehicles at such facility on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **PREMISES.** Owner hereby grants to Operator and Operator hereby accepts the exclusive right and obligation of administering, managing and operating the parking operations at the parking facilities described in **Exhibit “A”** and located in Birmingham, MI 48009 (collectively, the “**Premises**”).

2. **TERM.** The initial term of this Agreement shall be for five (5) years commencing on July 1, 2019 (the “**Commencement Date**”) and continuing through and including June 30, 2024 (the “**Initial Term**”), unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall automatically renew from year to year until either party gives written notice of non-renewal at least thirty (30) days prior to expiration of the Initial Term or the then-current renewal term, unless terminated earlier as provided in this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time, without cause or penalty, by giving at least thirty (30) days’ prior written notice of termination.

3. **SCOPE OF SERVICES.** Operator shall:

(a) Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. Owner reserves the right to establish hours of operation and parking rates for the Premises.

(b) Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

(c) Collect parking fees from customers and, if directed by Owner, collect fees for non-parking uses of the Premises. If Owner requests Operator to establish or honor non-prepaid validation programs with Owner’s tenants or other third parties, Operator shall not be responsible for any uncollectible receivables in connection with such programs.

(d) Routinely maintain any parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to Owner. Operator will purchase supplies necessary for the operation of the Premises.

(e) Promote parking availability at the Premises through an appropriate mix of sales channels including Operator's own websites and third party marketing providers, as approved by Owner from time to time.

(f) Remotely monitor the Premises from Operator's off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other basic customer services support (the "**Remote Management Service**").

(g) Implement, brand and customize a mobile parking application which will provide for: network communication & security; server hosting licensing; epFinder application support; PARCS integration maintenance support & insight analytics access. Owner acknowledges that any such application shall be considered Intellectual Property (as defined in Section 15 below) and that, notwithstanding any customization of the application for the purpose of Operator's management of the Premises, Owner shall not have assume any ownership of the application at any time.

(h) Advise and cooperate with Owner in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as Owner shall adopt. Promptly notify Owner of any matter that, in Operator's reasonable judgment, requires Owner's attention.

#### **4. BUDGET; OPERATING EXPENSES.**

(a) Operator shall annually prepare and deliver to Owner a proposed budget, for Owner's reasonable approval, reflecting the Gross Receipts and Operating Expenses that Operator expects to receive and incur, respectively, during Owner's forthcoming fiscal year or calendar year (as Owner designates) (the "**Budget**"), it being agreed that if Owner for any reason does not respond to any proposed Budget within thirty (30) days after Owner's receipt thereof, the proposed Budget shall be deemed approved. If at any time during the period covered by an approved Budget it appears to Operator that the actual total of all Operating Expenses likely to be incurred will exceed the Budget's projected total by more than ten percent (10%), Operator shall advise Owner and the parties shall discuss what actions, if any, may be implemented to minimize Operating Expenses without substantially impairing the operation of the Premises.

(b) Pursuant to the then-current approved Budget, Owner shall pay Operator for all expenses, charges and administrative costs incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "**Operating Expenses**"). Operating Expenses shall include, without limitation, all expenses, charges and administrative costs for: salaries and wages and associated payroll burden (including, without limitation, payroll taxes and fringe benefits); licenses and permits; first month's change funds/petty cash advanced by Operator (if applicable); compliance with governmental laws, regulations and payment card industry standards; uniforms; supplies; cleaning; maintenance and repair to be performed by Operator; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "**Sales Tax**"); telephone; utilities (except to the extent paid directly by Owner); bookkeeping and administrative services; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, workers'

compensation insurance, garagekeeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage, at rates established by Operator (but in no event to exceed the rates contained in the approved Budget); and deductibles established by Operator for insured losses attributable to the Premises (plus attorney's fees and court costs to defend Owner and/or Operator in actions brought to recover damages for such losses). Operating Expenses shall also include any expenses not listed above that are approved by Owner prior to expenditure. Operator may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply.

(c) If Operating Expenses increase due to any governmental action imposing or increasing (i) employer-provided medical insurance or other benefits, (ii) workers compensation rates, or (iii) federal, state or local minimum wage or living wage rates, then any such imposition or increase shall be automatically included as an Operating Expense and the applicable approved Budget revised accordingly.

(d) Operating Expenses shall not include (i) the costs of maintenance and repair required of Owner hereunder, or (ii) Owner's various costs associated with its ownership and/or occupancy of the Premises, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on Owner's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of such expenses and costs are the sole obligation of Owner.

(e) If Owner disputes any Operating Expense, Owner shall give Operator written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

## **5. GROSS RECEIPTS; SALES TAX; NET PROFIT.**

(a) All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by Operator. "**Gross Receipts**" shall mean all cash earned and collected by Operator for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers.

(b) Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. Owner shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by Owner or its agents. In addition, each party agrees to defend, indemnify and hold harmless the other party with respect to any and all loss, costs (including attorney's fees), penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.

(c) "**Net Profit**" is the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less Operator's Management Fee (defined in Section 6 below) shall be paid to Owner concurrently with delivery of the monthly statement required in Section 7 below.

**6. MANAGEMENT FEE.** As compensation for Operator's services, Owner shall pay Operator a Base Fee plus an Incentive Fee as follows (collectively, the "**Management Fee**"):

(a) A parking management base fee of \$1,937.50 per month, a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, and a mobile parking application

fee of \$1,500.00 per month, prorated for any partial month (together, the “**Base Fee**”). Operator may deduct the Base Fee from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay the Base Fee, Section 8 below shall apply. On each anniversary of the Commencement Date, the Management Fee shall automatically increase by the greater of (a) three percent (3%), or (b) the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U); Detroit-Warren-Dearborn, MI ; All Items; Not Seasonally Adjusted; 1982-1984 = 100 reference base period for the preceding 12-month period.

PLUS

(b) An incentive management fee of up to \$1,947.50 per month (the “**Incentive Fee**”) according to key performance indicators, as outlined in **Exhibit “B”**, attached hereto and incorporated herein.

**7. MONTHLY REPORTING.**

(a) Within fifteen (15) days after the end of each month, Operator shall provide to Owner a statement showing all Gross Receipts, Operating Expenses, the Management Fee and Net Profit for the preceding month.

(b) Operator shall keep complete and accurate reports and records (collectively, the “**Records**”) of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting practices. Operator shall permit Owner to inspect Operator's Records at Operator's offices during reasonable business hours and at Owner's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.

**8. REIMBURSEMENT OF DEFICIT.** If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, Owner agrees to pay Operator the deficit within ten (10) days after receipt of Operator's monthly statement required in Section 7 above. If payment is not made by Owner within said ten-day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to Owner; and (iii) at its option, terminate this Agreement upon written notice without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Operator may pursue to collect the amount owed. In addition to any other rights or remedies of Operator and notwithstanding anything in this Agreement to the contrary, if Owner is in monetary breach of this Agreement and fails to cure such monetary breach within any applicable time period specified in this Agreement, then Operator shall have the right, but not the obligation, to exercise a self-help remedy and is hereby authorized at any time and from time to time to the fullest extent permitted by law, without prior notice to Owner, and without waiving any claim for damages to which it is otherwise entitled as a result of such breach, to, among other things, unilaterally offset and recoup any past-due payments from any Gross Receipts collected or held by Operator.

**9. OPERATOR'S INSURANCE COVERAGES.** The Operator 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.

- (a) Workers' Compensation Insurance: Operator 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: Operator 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: Operator shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, with limits of liability of not less than \$2,000,000 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) 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.
- (f) Proof of Insurance Coverage: Operator shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance 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;
- (g) Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Operator shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.

- (h) **Maintaining Insurance:** Upon failure of the Operator to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option and expense, purchase such coverage.

**10. RELEASE AND WAIVER OF SUBROGATION.** In the event all or any part of the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties or which is commonly covered under an all-risk insurance policy, in either case irrespective of applicable deductibles. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

**11. INDEMNIFICATION.** To the fullest extent permitted by law the Operator agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless Owner, its elected and appointed officials, employees and volunteers and others working on behalf of Owner 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 Owner, its elected and appointed officials, employees, volunteers or others working on behalf of Owner, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of Operator's breach of this Agreement or caused by the negligence of Operator. Such responsibility shall not be construed as liability for damage the extent caused by or resulting from the act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of Owner.

**12. DISPUTE RESOLUTION.** 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 48<sup>th</sup> 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 48<sup>th</sup> District Court.

**13. CONDITION AND USE OF PREMISES.**

(a) Owner warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Premises) are and shall, at Owner's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

(b) Owner warrants and covenants that it has obtained or will obtain all licenses and permits (including a certificate of occupancy for the Premises) that are a prerequisite to Operator's performance of its duties hereunder.

(c) Owner represents and warrants that all revenue control equipment and systems provided by Owner that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by Owner or its contractors must be compliant with PCI DSS and FACTA.

**14. EQUIPMENT AND IMPROVEMENTS.** Operator shall, on behalf of Owner and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "**Equipment**") described in Exhibit "C" which is attached hereto and is incorporated herein by reference. Operator shall be responsible for maintenance and repair of the Equipment (the "**Equipment R&M Costs**"); provided, however, that any Equipment R&M Costs incurred by Operator shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by Operator and, absent a written agreement between Owner and Operator, Owner shall not own the Equipment at any time.

**15. INTELLECTUAL PROPERTY.** Operator hereby grants to Owner, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use Operator's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "**Intellectual Property**"), to the extent related to Operator's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and Owner shall refrain from all further use of the Intellectual Property.

**16. OWNER'S OBLIGATIONS.** Owner, at its expense, shall be responsible for the following:

(a) Except for the custodial duties expressly delegated to Operator in Section 3 above, all repair and maintenance of the Premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical systems or equipment including traffic control devices used at or in the Premises; and all structural repairs.

(b) Alterations, improvements or repairs that Owner deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities including, without limitation, the Americans with Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.

(c) All installation, removal, replacement or modification of signage at the Premises as may be required by law or desired by Owner in order to adhere to the Manual on Uniform Traffic Control Devices (the "**MUTCD**") or similar standards.

(d) Safety and/or security personnel and equipment. Owner expressly acknowledges that Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Operator's employees undertake the obligation to guard or protect



customers against the intentional acts of third parties. Owner shall determine, at Owner's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Premises. Owner further agrees to indemnify and to hold harmless Operator from and against any claims, demand, suits, liabilities, or judgments arising from Operator's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Operator or Operator's employees.

**17. LICENSES AND PERMITS.** Operator shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Operator's operations at the Premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

**18. LAWS AND ORDINANCES.** Operator shall not use all or any part of the Premises for any use or purpose which is (i) forbidden by or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.

**19. RELATIONSHIP OF THE PARTIES.** No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor. The personnel providing Operator's services under this Agreement are employees of Operator, not Owner.

**20. FORCE MAJEURE.** Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to Operator if it suspends operations for any such cause or event for the period of such suspension.

**21. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

**22. APPROVALS.** Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

**23. WAIVERS.** No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

**24. SEVERABILITY.** If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

**25. TERMINATION.** In addition to all other termination rights hereunder, either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days. In addition, either party may terminate this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.

**26. ASSIGNMENT.** Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of Owner, which consent shall not be unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or to collaterally assign its right, title and interest herein to a financial institution as security for any present or future loans to Operator.

**27. NOTICES.** Any notice or communication required to be given to or served upon either party shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO OWNER: City of Birmingham  
Attn: Tiffany Gunter, Assistant City Manager  
151 Martin Street  
Birmingham, MI 48012

TO OPERATOR: SP Plus Corporation  
Attn: Legal Department  
200 East Randolph Street, Suite 7700  
Chicago, IL 60601

with copy to: SP Plus Corporation  
Attn: Nicole Hankins, Senior Vice President  
21 Custom House Street, 6<sup>th</sup> Floor  
Boston, MA 02110

**28. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

**29. PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

**30. NEITHER PARTY DEEMED DRAFTER.** The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

**31. ATTORNEY FEES.** If either party should retain legal counsel and/or institute any suit against the other party to enforce or protect its rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this Section shall survive expiration or termination of this Agreement.

**32. AUTHORITY.** The individual signing this Agreement on behalf of Owner hereby represents that he or she has been empowered with full authority to act on behalf of Owner in connection with this Agreement, and that execution of this Agreement has been duly authorized by Owner. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

**33. COUNTERPARTS AND SIGNATURES.** This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement may be executed by one or both parties, and an executed copy of this Agreement may be delivered by one or both parties by facsimile or by electronic mail in a PDF file, and such execution and delivery shall be considered valid, legally binding and effective for all purposes. At the written request of either party, the parties shall execute this Agreement with original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:

SP Plus Corporation:

\_\_\_\_\_

By: \_\_\_\_\_

Title: Nicole Hankins, Senior Vice President

CITY OF BIRMINGHAM

Approved:

\_\_\_\_\_  
Tiffany J. Gunter, Asst. City Manager  
(Approved as to substance)

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

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

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

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# Proposal Response to City of Birmingham's Request for Proposals— Off-Street Parking Management Services City of Birmingham, Michigan

*Submitted to:*

**City of Birmingham**  
ATTN: **Tiffany J. Gunter**  
Assistant City Manager  
151 Martin Street  
Birmingham, Michigan 48009



March 8, 2019



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# Proposal Response to City of Birmingham's Request for Proposals— Off-Street Parking Management Services City of Birmingham, Michigan

*Submitted to:*

**City of Birmingham**  
**ATTN: Tiffany J. Gunter**  
Assistant City Manager  
151 Martin Street  
Birmingham, Michigan 48009



March 8, 2019

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400 Renaissance Center  
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Detroit, MI 48243

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March 8, 2019

Tiffany Gunter  
Assistant City Manager  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009

Re: Proposal for Off-Street Parking Management Services

Dear Tiffany,

We want to thank you for this opportunity to provide our proposal in response to your Request for Proposal for Off-Street Parking Management Services for the City of Birmingham, Michigan.

As your current parking operator, **SP+** has a vast understanding of the City of Birmingham's parking system and the many stakeholders that rely on the system to operate seamlessly. **SP+** is uniquely qualified to provide the City of Birmingham a level of service and commitment that comes from our love of the City and our deep knowledge of every aspect of the operation.

The focus of **SP+** in the preparation of this Proposal was to identify key opportunities to **improve operational efficiencies, safeguard revenues** and to **apply new technologies** to enhance the customer experience while simultaneously allowing the conduit for improved financial performance.

To properly identify opportunities for improvement, we engaged the most relevant subject matter experts within **SP+** and our strategic technology partners, and conducted a thorough evaluation of the parking operations. We fully understand you will judge the value of our continued Partnership by the degree of improvement we will bring to the Birmingham parking system and the positive impact we have on improved revenues and controlling expenses.

Within our proposal, we detailed key opportunities to improve operations in all three key areas. These key opportunities for improvements are summarized as follows:

### **Enhanced Maintenance Program**

**SP+** understands that the aesthetic appearance of the parking facilities and the overall care of the parking asset are vitally important to the City of Birmingham. The garages are a reflection of the City and they should provide a safe; clean and inviting experience to all parking patrons.

As is the case with all great Partnerships, **SP+** is offering to contribute capital towards improving the maintenance operations. Specifically, we propose to contribute approximately \$66,000 to purchase a hot water power washer and trailer and a full size pickup truck as our commitment to both our relationship and confidence of the value we bring to the table as your Partner.



Having this type of equipment on hand to properly clean the parking decks will make an immediate and lasting difference in the overall cleanliness of the parking facilities. We have enclosed cut sheets of the type of equipment that would be purchased for your review.

### **Implementing New Technologies**

Over the past 2 years, the revenue control equipment in the City of Birmingham parking facilities has been upgraded to new state-of-the-art Ski Data equipment. This equipment has proven to be reliable, and overall we have been satisfied with its performance. However, there is one glaring problem and that is the inability of the equipment to integrate with ParkMobile. ParkMobile is a leader in smart parking and mobility solutions and has been used very successfully in the City of Birmingham's on-street parking program.

At this point in time, one promising solution to this integration problem is Parkonect readers. Parkonect was designed to maximize profitability—increase revenues through creative, mobile-based products that today's customers seek while simultaneously minimizing costs through real-time, cloud-based management software and equipment that is nearly maintenance free as a result of almost no moving parts.

**SP+** proposes that the City of Birmingham consider the merits of installing these readers in the parking facilities. Once installed parking patrons will be able to use the ParkMobile App to pay for their parking off-street just as they do now with on-street parking. This continuity will lend itself to a seamless experience for the customer and will provide for an excellent marketing tool for the parking system.

Additionally, **SP+** is prepared to provide financing of this equipment through an operating lease. The approximate cost of the readers and installation for all five parking garages is \$120,298. We have attached a price quote from Parkonect for your review.

### **Remote Management Services**

Several years ago, **SP+** provided details of our Remote Management Service to the City of Birmingham Advisory Parking Committee (APC). While the APC was very receptive to the concept, the timing was not ideal due to the upcoming selection and install of the new SkiData revenue control equipment.

**SP+** proposes the City now consider the advantages of implementing these services at all five garages. The approximate monthly cost to provide integrated monitoring service 24 hours per day, 6 days per week is \$8,820 (approximately \$2.83/hour per garage). We estimate that we will be able to reduce staffing levels by 120 hours per week, for an approximate payroll savings of \$143,000 annually.

These savings will not only free up funds to cover the cost of RMS but will allow for a cost savings for years to come, while providing an enhanced remote monitoring system.



## Conclusion

Lastly, you will see from the enclosed cost sheet that we are proposing a different management fee structure. This includes a Base Fee of \$23,250 and an Incentive Fee of \$23,250. The incentive fee will be paid based on a set of KPIs. We have enclosed an example of what these KPIs could be based on. If this management fee structure is acceptable to the City, we would work closely with you to tailor the KPIs to the Birmingham parking operation.

We hope that our desire to structure our management fee in this way demonstrates our willingness to further partner with the City and have part of our compensation based on our performance. Additionally, we want to be clear that if cost is a factor in the selection process, **SP+** is willing to negotiate our management fee.

It is our hope, through the detail, specificity and creativity of the content of our Proposal, that the City of Birmingham will consider **SP+** the most qualified parking professional to continue partner with in order to maximize the value of the City of Birmingham's parking system.

We welcome the opportunity to personally meet with you soon for a meaningful discussion of our offers and to discuss the key components of our Proposal and the benefits of a continued partnership.

Sincerely,



Catherine Burch  
Regional Manager



## Contractor Identification

### Operator Name

SP Plus Corporation ("SP+"); d/b/a **SP+ Parking**

### Operator's Principal Places of Business

#### Chicago Headquarters

**Address:** 200 E Randolph Street, Suite 7700  
Chicago, Illinois 60601

**Phone:** 312-274-2000

#### Detroit Regional Office

**Address:** 400 Renaissance Center, Suite 908  
Detroit, Michigan 48243

**Phone:** 313-965-3778

### Contact Representatives

**Name:** Nicole Hankins

**Title:** Senior Vice President

**Phone:** 206-909-5600

**Email:** [nhankins@spplus.com](mailto:nhankins@spplus.com)

**Name:** Catherine Burch

**Title:** Regional Manager

**Phone:** 248-302-4881

**Email:** [cburch@spplus.com](mailto:cburch@spplus.com)

### Company Tax Identification Number

SP+'s Federal Tax I.D. Number is **16-1171179**.

### Company Overview

SP Plus Corporation ("SP+") provides professional parking, ground transportation, facility maintenance, security, event logistics, and baggage handling and related services to commercial, institutional, municipal, and aviation clients throughout North America. Our company was incorporated in the State of Delaware on September 24, 1981.

#### SP+ COMPANY STATISTICS

|                       |                 |
|-----------------------|-----------------|
| Employees:            | 23,500          |
| Total Facilities:     | 3,400           |
| Total Spaces Managed: | 2 Million       |
| Cities Operated In:   | 350             |
| Annual Revenues:      | \$1.468 Billion |
| Airports Operated:    | 70              |
| Shuttles Operated:    | 700             |

SP+ operating groups include:

- + SP+ Airport Services
- + SP+ GAMEDAY
- + SP+ Healthcare Services
- + SP+ Hospitality Services
- + SP+ Municipal Services
- + SP+ Office Services
- + SP+ Residential Services
- + SP+ Retail Services
- + SP+ University Services

SP+ service lines include:

- + SP+ Event Logistics
- + SP+ Facility Maintenance
- + SP+ Parking
- + SP+ Security Services\*
- + SP+ Transportation

\*Services available in Canada only

### Company History

SP Plus Corporation (Nasdaq: SP) was originally founded in Chicago, Illinois, in 1929 as Standard Parking. Starting with one downtown parking lot, we soon expanded to numerous locations including hotels and medical centers. In the 1950s, we started the first paid airport parking operation at Cleveland Hopkins International Airport. In the late 1970s, Standard Parking started a rapid expansion program that made it a national company. In 2013, Standard Parking Corporation merged with Central Parking Corporation, creating SP Plus Corporation, the largest parking management firm in the United States with operations in the U.S., Puerto Rico and Canada.



**ATTACHMENT B - BIDDER'S AGREEMENT  
OFF – STREET PARKING MANAGEMENT SERVICES**

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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.

Nicole Hankins

February 27, 2019

**PREPARED BY**  
(Print Name)

**DATE**

Senior Vice President

**TITLE**

nhankins@spplus.com

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

SP Plus Corporation (d/b/a **SP+ Municipal Services**)

**COMPANY**

400 Renaissance Center, Suite 908  
Detroit, MI 48243

206-909-5600

**ADDRESS**

**PHONE**

N/A

N/A

**NAME OF PARENT COMPANY**

**PHONE**

N/A

**ADDRESS**



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**OFF – STREET PARKING MANAGEMENT SERVICES**

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.

Nicole Hankins

February 27, 2019

**PREPARED BY**  
**(Print Name)**

**DATE**

Senior Vice President

**TITLE**

nhankins@spplus.com

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

SP Plus Corporation (d/b/a **SP+ Municipal Services**)

**COMPANY**

400 Renaissance Center, Suite 908  
Detroit, MI 48243

206-909-5600

**ADDRESS**

**PHONE**

N/A

N/A

**NAME OF PARENT COMPANY**

**PHONE**

N/A

**ADDRESS**

16-1171179

**TAXPAYER I.D.#**





## Client References

### Detroit Area Clients

The following locations are among **SP+**'s current clients in the Detroit area. We have included these clients so that you may contact any or all of these references to inquire about our work.

#### GM Renaissance Center

**Client:** GM Renaissance Center  
**Contact:** Natasha Kosivzoff  
**Title:** Senior Real Estate Manager  
**Address:** 400 Renaissance Center, Suite 2500  
Detroit, MI 48243  
**Phone:** 313-568-5629  
**Scope:** Type of Operation: Valet & Self Park  
Operated since May 2013  
Capacity: 8,131 spaces – 6 garages, 4 surface lots, 3 valet services



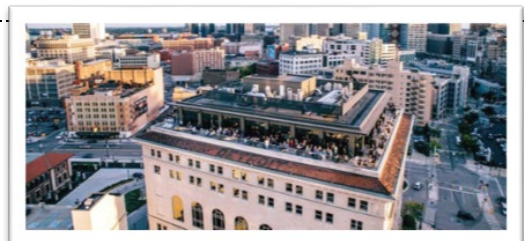
#### Detroit Metropolitan Wayne County Airport

**Client:** Wayne County Airport Authorities  
**Contact:** Matt McGowan  
**Title:** Director of Landside Services  
**Address:** L.C. Smith Building, Mezzanine Level  
Detroit, MI 48242  
**Phone:** 734-955-8776  
**Scope:** Type of Operation: Self Park Garages  
Operated since 2002



#### Detroit Athletic Club

**Client:** Detroit Athletic Club  
**Contact:** Kevin Heidisch  
**Title:** Director of Security & Property Operations  
**Address:** 241 Madison Avenue  
Detroit, MI 48226  
**Phone:** 313-442-1053  
**Scope:** Type of Operation: Valet & Self-Park  
Operated since 2002  
Capacity: 656 spaces – 1 garage, 1 surface lot, 1 valet service



## Municipal Client

As the largest municipal parking management firm in North America, **SP+ Municipal Services** has extensive experience managing municipal parking systems on every scale. We have included the following municipal reference that is comparable in quality and scope to that specified in this RFP.

---

### City of Annapolis Parking System

Client: **City of Annapolis, Maryland**

Contact: **Rick Gordon**

Title: Director of Transportation

Address: 308 Chinquapin Round Road  
Annapolis, MD 21401

Phone: 410-263-7964

Email: [jrickgordon@annapolis.gov](mailto:jrickgordon@annapolis.gov)

Scope: 14 lanes across three (3) off-street garage facilities

Contract Start/End Date: July 1, 2016 - June 30 2025

**SP+ Municipal Services** and the City of Annapolis entered into a 10-year contract which began operation in 2016. **SP+** is responsible for providing turnkey parking management of nearly 1,400 off-street spaces and over 500 on-street parking spaces. Our team also provides administration and parking enforcement services for the City's expansive residential parking program using license plate recognition technology. During the first year of operations **SP+** implemented Parkmobile for mobile app services as well as reservation parking for the off-street parking assets, deployed new Genetec LPR equipment, converted to pay-by-plate multi-space meters through T2 Systems, and conducted a comprehensive parking study reviewing the impact of parking demand on the City's supply and infrastructure.





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## Client References for Senior Manager & Facility Manager

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We have included the following client references for our Senior Manager and Facility Manager as specified by this RFP.

### Jason “Jay” O’Dell – Senior Manager

#### Client Reference #1

Daniela Walters  
Pontiac Downtown Business Association  
[Dwalters@patentco.com](mailto:Dwalters@patentco.com)  
248-292-2920 x246

#### Client Reference #2

Cathy Landra  
Etkin Real Estate Solutions  
[Clandra@etkinllc.com](mailto:Clandra@etkinllc.com)  
248-358-0800

### Sarah Burton – Facility Manager

#### Client Reference #1

Kevin Heidisch  
The Detroit Athletic Club  
[Kevinh@thedac.com](mailto:Kevinh@thedac.com)  
313-442-1053



## Contract Terminations

### Terminations for Breach/Contract Default Claims

In the ordinary course of its business, **SP+** does not maintain a repository that it can query to identify allegations of contract defaults or the reasons for the termination of a particular parking location. **SP+** acknowledges that it has negotiated early terminations of management contracts, has had management contracts terminated upon sale of the underlying property, and has had management contracts terminated for convenience by clients prior to their expiration dates, which is a right that is common in the parking management industry. Nonetheless, **SP+**'s retention rate is very high given the nature of the parking business and the high volume of facilities operated by **SP+**.

While **SP+** has been subject to some default allegations, they have typically been resolved to the satisfaction of both parties or, in rare instances, resulted in a negotiated early termination of the contract. Some disputed allegations of default have even resulted in litigation, but within the last five years, there has not been a court judgment finding that **SP+** breached any contract under which it operates any parking location.





**ATTACHMENT C - COST PROPOSAL  
OFF STREET PARKING MANAGEMENT SERVICES**


**In order for the bid to be considered valid, this form must be completed in its entirety.**  
The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

***Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP***

| COST PROPOSAL                 |                        |
|-------------------------------|------------------------|
| ITEM                          | BID AMOUNT             |
| Base Management Fee           | \$ 23,250.00           |
| Incentive Fee (based on KPIs) | \$ 23,250.00           |
| Approx. Operating Expenses    | \$ 1,634,930.00        |
| <b>TOTAL BID AMOUNT</b>       | <b>\$ 1,681,430.00</b> |
| ADDITIONAL/OPTIONAL BID ITEMS |                        |
| RMS (Optional)*               | \$ 105,840.00          |
|                               | \$                     |
| <b>GRAND TOTAL AMOUNT</b>     | <b>\$ 105,840.00</b>   |

| UNIT COST BID ITEMS |            |
|---------------------|------------|
|                     | \$ N/A per |

Firm Name SP Plus Corporation (d/b/a SP+ Municipal Services)

Authorized signature  Date February 27, 2019

\*Please note that if the RMS option is implemented the operating expenses above would reduce by approx. \$143,000/year



SP Plus Corporation  
Detroit Regional Office  
400 Renaissance Center  
Ste. 908  
Detroit, MI 48243

p: 313-965-3778  
www.spplus.com

February 26, 2019

Tiffany J. Gunter  
Assistant City Manager  
City of Birmingham, MI  
151 Martin Street  
Birmingham, MI 48009

Re: RFP Off-Street Parking Management Services

Dear Tiffany,

Thank you for providing **SP+ Parking** the opportunity to submit the enclosed response to the City of Birmingham RFP for Off-street Parking Management Services. **SP+** is pleased to present to you a well thought out and comprehensive proposal.

**SP Plus Corporation** is a provider of parking management, ground transportation and other ancillary services to commercial, institutional and municipal clients in the United States and Canada. The Company's services include a set of on-site parking management and ground transportation services, which consist of training, scheduling and supervising all service personnel, as well as providing customer service, marketing, maintenance and accounting and revenue control functions necessary to facilitate the operation of its clients' parking facilities. The Company also provides a range of ancillary services, such as airport shuttle operations, taxi and livery dispatch services and municipal meter revenue collection and enforcement services. The Company markets and offers its services under its SP Plus brand. In addition, it complements its core services by offering to their customers Ambiance in Parking.

**SP Plus Corporation** manages parking facilities with more than one million parking spaces across the United States and Canada. The company employs more than 26,000 people to manage 4,200 parking facility locations, as well as parking and shuttle bus operations at 75 airports.

The Board of Directors of **SP Plus Corporation** sets high standards for the Company's employees, officers and directors. Implicit in this philosophy is the importance of sound corporate governance. It is the duty of the Board of Directors to serve as a prudent fiduciary for shareholders and to oversee the management of the Company's business. To fulfill its responsibilities and to discharge its duty, the Board of Directors follows the procedures and standards that are set forth in these guidelines. These guidelines are subject to modification from time to time as the Board of Directors deems appropriate in the best interests of the Company or as required by applicable laws and regulations.



Executive Management Team:

- Marc Bauman – President & Chief Executive Officer
- Vance Johnson – Executive Vice President & Chief Financial Officer
- Gerald Klaisle – Executive Vice President & Chief Administrative Officer
- Kristopher Roy – Senior Vice President & Corporate Controller
- Robert Sacks – Executive Vice President & General Counsel & Secretary
- Robert Toy – President of Commercial Operations
- Jim Buczek – Chief Operating Officer, Commercial Operations

Our management practices are designed to maximize revenue and minimize costs in order to enhance profitability for our clients. We place an unrelenting emphasis on maintaining a clean, bright, and safe parking environment staffed by well-groomed, courteous, service-oriented personnel.

Our operating systems, processes, and procedures are designed to control expenses to save our clients' money. All purchases are made through authorized vendors to obtain the pre-negotiated discounted pricing, and our automated workforce scheduling program minimizes labor costs by keeping track of actual hours instead of scheduled hours. Additionally, through the use of dedicated staff and proprietary software, we provide our clients with the tools they need to fully understand their facility's performance.

In addition to exceptional operational services, we leverage technology solutions, such as remote management and online payment systems, and offer marketing services, such as custom client websites and the use of paid and local search marketing, to maximize the performance of our client's properties.

I hope this information gives you a clear picture of our company structure. I look forward to discussing our proposal with you and I am available at any time. Thank you for this opportunity and for your consideration.

Sincerely,



Nicole Hankins  
Senior Vice President  
21 Custom House, 6<sup>th</sup> Floor  
Boston, MA 02110  
Phone: 206-909-5600  
nhankins@spplus.com





## Minimum Qualifications – Qualifications and Experience

**SP+** meets ALL of the minimum qualification requirements as specified on pages 26-27 of the RFP.

The Proposer must currently manage for a client(s) at least three (3) elevated parking facilities, with a minimum of 500 spaces at each location. The Proposer must be the Merchant on record for the Merchant Identification (MID) and Taxpayer Identification (TID) for at least one (1) of the locations provided—identify which location(s).

**SP+** meets this requirement. We are currently managing at least three (3) elevated parking facilities with a minimum of 500 spaces. We have included the following three (3) locations to demonstrate our qualification:

- + **Renaissance Center\*** – Detroit, MI – 8,500 spaces  
**SP+** is the Merchant on record for this location. We can provide the MID and TID upon request.
- + **Detroit Metropolitan Wayne County Airport\*** – Detroit, MI – 17,000 spaces
- + **Detroit Athletic Club\*** – Detroit, MI – 656 spaces

\*Please see **Attachment F** for detailed information on this location.

The Proposer must currently be managing at least three (3) elevated parking facilities, with a minimum of 500 spaces at each location. The qualifying facilities must have been under the Proposer's management for a continuous period of three years prior to the date of this RFP. The portfolio must include both monthly and transient parkers;

**SP+** meets this requirement. We are currently managing three (3) elevated parking facilities with a minimum of 500 spaces. Each location services both monthly and transient parkers. We have included the following three (3) locations to demonstrate our qualification:

- + **Renaissance Center\*** – Detroit, MI – 8,500 spaces
- + **Detroit Metropolitan Wayne County Airport** – Detroit, MI – 17,000 spaces
- + **Detroit Athletic Club\*** – Detroit, MI – 656 spaces

\*Please see **Attachment F** for detailed information on this location.

The Proposer must have a minimum of three (3) years of continuous, first-hand experience in the operation and management of parking facilities with:

- Combined annual revenues of at least \$2,000,000 from all parking facilities under its management; and
- Combined Annual Operating Budgets of at least \$1,000,000;

**SP+** meets this requirement. We have a minimum of three (3) years of continuous, first-hand experience in the operation and management of parking facilities with these requirements. We have included our Company's Annual Total Gross Parking Related Revenue for 2015-2108 to demonstrate our qualification:

- + **2015** – \$1.571 Billion
- + **2016** – \$1.568 Billion
- + **2017** – \$1.590 Billion
- + **2018** – \$1.468 Billion

During said three-year period, the Proposer must have had:

- Experience in the use of automated garages with pay stations, automated parking access, garage guidance systems, garage camera security systems and revenue control equipment, and software, including such functions as revenue information retrieval, preparation of advanced spreadsheet and report writing, etc.;
- Experience with additional software including, but not limited to, Microsoft's Excel, Word, and PowerPoint, and other financial reporting software;
- Experience in managing at least seven (7) full-time operations employees at parking facilities that were staffed and open to the public a minimum of twelve (12) hours per day.

**SP+** meets ALL three (3) requirements listed above. We have vast experience in each of the listed categories. Please see **Tab 7 – General Qualifications** for our detailed written proposal on our extensive experiences in each of these categories.

We have at least seven (7) full-time operations employees at each of these three (3) locations:

- + **Renaissance Center\*** – Detroit, MI – 8,500 spaces  
**SP+** is the Merchant on record for this location. We can provide the MID and TID upon request.
- + **Detroit Metropolitan Wayne County Airport\*** – Detroit, MI – 17,000 spaces
- + **Detroit Athletic Club\*** – Detroit, MI – 656 spaces

\*Please see **Attachment F** for detailed information on this location.



**ATTACHMENT F:  
MINIMUM QUALIFICATIONS FORM**

**PROPOSERS MUST SUBMIT THE COMPLETED QUESTIONNAIRE**

The following statements as to experience, and financial responsibility qualifications of the Proposer are submitted with the proposal to confirm the status of the Proposer with respect to meeting the minimum qualifications for the Off-street Parking Facility Management RFP, as a part thereof; and any material misstatement of the information submitted herein must be grounds for submitting a non-responsive bid.

**1. NAME:** SP Plus Corporation (d/b/a SP+ Municipal Services)  
(Print name of corporation, individual or firm name)

Tel. No.: (313) 965-3778 Fax No.: ( ) Not available

**MAILING ADDRESS:** 400 Renaissance Center, Ste 908, Detroit, MI 48243  
St. Address/P.O. Box City State Zip Code

**2. GENERAL PARKING GARAGE EXPERIENCE:**

**Note: All parking experience stated below must be within the United States and Canada**

**A. Summary Information of Garages Managed During the Last Five Years**

|  |  |                       |                       |
|--|--|-----------------------|-----------------------|
| Number Garages Managed per Year between 2013 and 2018: | 2013 <u>4,200</u>  | 2014 <u>4,200</u>     | 2015 <u>3,900</u>     |
|  | 2016 <u>3,686</u>  | 2017 <u>3,623</u>     | 2018 <u>3,406</u>     |
| Annual Total Gross Parking Related Revenue:            | 2013 \$ <u>1.422*</u>  | 2014 \$ <u>1.473*</u> | 2015 \$ <u>1.571*</u> |
|  | 2016 \$ <u>1.568*</u>  | 2017 \$ <u>1.590*</u> | 2018 \$ <u>1.468*</u> |
| Total Number of Parking Related Employees in 2018:     | <input checked="" type="checkbox"/> Full Time: <u>14,200</u> <input checked="" type="checkbox"/> Part Time: <u>9,300</u>     |                       |                       |
| Type of Garage Operations (provide number of each):    | <input checked="" type="checkbox"/> Self Park: <u>N/A**</u> <input checked="" type="checkbox"/> Attendant Park: <u>N/A**</u> |                       |                       |
|  | <input checked="" type="checkbox"/> Combination: <u>N/A**</u>  |                       |                       |

\* Revenue amount in billions

\*\* N/A—Data not available; **SP+** manages all three (3) types of garage operations, however, we do not break down or maintain inventory of the various types in our database.

**A. Specific Garage Information (Currently Managing Minimum of Three Years) Facility One**

|  |  |
|--|--|
| Name of Parking Facility:                                      | Renaissance Center   |
| Type of Garage Facility:                                       | Multi-level <input checked="" type="checkbox"/> yes <input type="checkbox"/> no  |
| Facility Address:  | 200 Renaissance Dr. Detroit, MI 48243  |
| Name of Owner of Agent:  | Natasha Koslivzoff   |
| Telephone Number:  | (313) 568-5625   |
| Number of Spaces:  | 8500   |
| Management Dates of Operation (Month/Year):                    | From: May 2015 to Present  |
| Number of Hours Operated per Weekday:                          | <input type="checkbox"/> _____ hours per day or <input checked="" type="checkbox"/> 24/7   |
| Yearly Vehicle Volume (provide number of each):                | <input checked="" type="checkbox"/> Transient: 195,264 <input checked="" type="checkbox"/> Monthlies: 9,069  |
| Annual Gross Parking Related Revenues:                         | \$ In excess of \$1,000,000  |
| Annual Operating Budget:                                       | \$ In excess of \$1,000,000  |
| Parking Related Employees:                                     | <input checked="" type="checkbox"/> Full Time: 51 <input checked="" type="checkbox"/> Part Time: 34  |
| Manage any 3 <sup>rd</sup> Party Contractors for this Facility | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no<br>Name Services Provided Shuttle service  |
| Revenue Control Equipment Manufacturer:                        | Name: Amano McGann   |
| Type of PARCS Equipment (check all that apply):                | <input checked="" type="checkbox"/> Automated Pay Stations <input type="checkbox"/> Centralized Cashiering<br><input type="checkbox"/> Exit Cashiering <input type="checkbox"/> Hybrid System <input checked="" type="checkbox"/> In-Lane Paymt. |

## Facility Two

|  |  |
|--|--|
| Name of Parking Facility:                                      | Detroit Metropolitan Wayne County Airport  |
| Type of Garage Facility:                                       | Multi-level <input checked="" type="checkbox"/> yes <input type="checkbox"/> no  |
| Facility Address:  | L.C. Smith Building Mezzanine Level<br>Detroit, MI 48242   |
| Name of Owner of Agent:  | Matt McGowan   |
| Telephone Number:  | (734) 955-8776   |
| Number of Spaces:  | 17,000   |
| Management Dates of Operation (Month/Year):                    | From: 2002 to Present  |
| Number of Hours Operated per Weekday:                          | <input type="checkbox"/> _____ hours per day or <input checked="" type="checkbox"/> 24/7   |
| Yearly Vehicle Volume (provide number of each):                | <input checked="" type="checkbox"/> Transient: 1,095,000 <input type="checkbox"/> Monthlies: N/A   |
| Annual Gross Parking Related Revenues:                         | \$ In excess of \$1,000,000  |
| Annual Operating Budget:                                       | \$ In excess of \$1,000,000  |
| Parking Related Employees:                                     | <input checked="" type="checkbox"/> Full Time: 75 <input checked="" type="checkbox"/> Part Time: 4   |
| Manage any 3 <sup>rd</sup> Party Contractors for this Facility | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no<br>Name Services Provided _____  |
| Revenue Control Equipment: Manufacturer:                       | Name: SKIDATA  |
| Type of PARCS Equipment (check all that apply):                | <input checked="" type="checkbox"/> Automated Pay Stations <input type="checkbox"/> Centralized Cashiering<br><input checked="" type="checkbox"/> Exit Cashiering <input checked="" type="checkbox"/> Hybrid System <input checked="" type="checkbox"/> In-Lane Paymt. |

### Facility Three

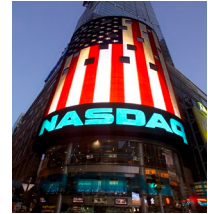
|  |  |
|--|--|
| Name of Parking Facility:                                      | Detroit Athletic Club  |
| Type of Garage Facility:                                       | Multi-level <input checked="" type="checkbox"/> yes <input type="checkbox"/> no  |
| Facility Address:  | 241 Madison Avenue Detroit, MI 48226   |
| Name of Owner of Agent:  | Kevin Heidisch   |
| Telephone Number:  | (313) 442-1053   |
| Number of Spaces:  | 656  |
| Management Dates of Operation (Month/Year):                    | From: April 2002 to Present  |
| Number of Hours Operated per Weekday:                          | <input type="checkbox"/> 19 hours per day or <input checked="" type="checkbox"/> 24/7  |
| Yearly Vehicle Volume (provide number of each):                | <input checked="" type="checkbox"/> Transient: 58,768 <input checked="" type="checkbox"/> Monthlies: 4,000   |
| Annual Gross Parking Related Revenues:                         | \$ In excess of \$1,000,000  |
| /12Annual Operating Budget:                                    | \$ In excess of \$1,000,000  |
| Parking Related Employees:                                     | <input checked="" type="checkbox"/> Full Time: 7 <input type="checkbox"/> Part Time: 20  |
| Manage any 3 <sup>rd</sup> Party Contractors for this Facility | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no<br>Name Services Provided Insert text  |
| Revenue Control Equipment: Manufacturer:                       | Name: Mixed system   |
| Type of PARCS Equipment (check all that apply):                | <input type="checkbox"/> Automated Pay Stations <input checked="" type="checkbox"/> Centralized Cashiering<br><input checked="" type="checkbox"/> Exit Cashiering <input type="checkbox"/> Hybrid System <input type="checkbox"/> In-Lane Paymt. |



## Financial Stability

### Proposer's Financial Strength

SP Plus Corporation, a publicly traded company (NASDAQ: SP), presently operates approximately 3,400 parking facilities and over 100 municipal contracts throughout the United States and Canada. We manage more than 2,000,000 parking spaces and have over 20,000 team members. Our financial statements are public information. On behalf of our clients (public and private sector), we collect more than \$3 Billion in Annual Revenues.



### Public Company Attributes

The City of Birmingham can rely on our transparent, audit-tested reporting capabilities, which are part and parcel of a well-executed, responsible, and stringently administered government contract, as well as our demonstrated financial capacity, and strategic relationships.

As a public company subject to the requirements of the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act, we adhere to accounting, internal control and reporting standards that are more rigorous than those typically followed by our non-public competitors.

### Audit Platform

Under the direction of our Board's Audit Committee, our Internal Audit Department plays an instrumental role in ensuring that the Company meets the aforementioned standards. The Department's work includes the documentation of all business processes, control design analysis, key control identification and ongoing testing of controls for operational effectiveness.

The Internal Audit Department also oversees identification and testing of the company's entity-level controls, including the Company's Code of Ethics and other high-level controls that ensure the integrity of our business processes and financial statements. Managing this process puts the Internal Audit Department in touch with virtually every aspect of our business, and thus helps to assure our clients that their parking facilities are properly managed and controlled.

### 2018 Audited Financial Statements

As a publicly traded company, all of **SP+**'s financial information is available online at our website [www.spplus.com](http://www.spplus.com). Our 2018 audited financial statements contain information for FY 2018, 2017 and 2016 and have been certified by Ernst & Young, LLP. The certification is included with the statements. Our audited 2018 financial statements (including notes) can be found/ accessed online at <http://ir.spplus.com/static-files/9016361d-fcff-4d82-9e87-81d9c6e371e0>.

### Demonstrated Ability to Cover Expenses

**SP+** regularly expends capital at the request of its clients under their management contracts. In an average year, **SP+** expends roughly \$10 million dollars in reimbursable capital for its clients with the obligation remaining on the **SP+** balance sheet and associated scheduled costs pulled across the contract lifecycles.

As a publicly traded company, **SP+** has considerable financial resources to support their clients with significant cash flow. **SP+** primarily utilizes Bank of America and maintains a \$400 million line of credit. Please see the following page for our bank reference letter from Bank of America.



## Bank of America Reference Letter



October 18, 2018

To Whom It May Concern,

We are pleased to note that Bank of America, N.A. ('Bank of America') has a depository relationship with SP Plus Corporation dating back to 1999. Additionally, Bank of America is administrative agent of a \$400 million senior credit facility, which matures in February 2020. To date, SP Plus Corporation has handled all accounts and obligations with Bank of America in a satisfactory manner.

Please note that we hold the Company's management in very high regard, and that we can speak well to its current financial condition. Please feel free to call us should you have any questions in this matter.

Best Regards,



Jason E. Guerra  
Senior Vice President  
Commercial Credit Officer  
Bank of America Merrill Lynch  
135 South LaSalle St, Chicago, IL, 60603  
Mailcode: IL4-135-04-13  
T 312.904.0692  
Jason.Guerra@baml.com



## a. Experience and Qualifications of the Operator

### Parking Management Experience

SP Plus Corporation (“**SP+**”) provides professional parking, ground transportation, facility maintenance, security, event logistics, and baggage handling and related services to commercial, institutional, municipal, and aviation clients throughout North America. The Company has more than 20,000 employees and operates approximately 3,400 facilities with almost 2.0 million parking spaces in hundreds of cities across North America, including parking related and shuttle bus operations serving approximately 70 airports. **SP+** is one of the premier valet operators in the nation with more four and five diamond luxury properties, including hotels and resorts, than any other valet competitor. The Company's ground transportation group transports approximately 37 million passengers each year; its facility maintenance group operates in dozens of U.S. cities; and it provides a wide range of event logistics services. Bags, a wholly owned subsidiary, offers remote airline check-in, baggage handling and related services. For more information, visit [www.spplus.com](http://www.spplus.com), [www.bagsinc.com](http://www.bagsinc.com) or [www.parking.com](http://www.parking.com).



As a professional parking management company, **SP+** provides a comprehensive, turn-key package of parking services to our clients. Under a typical management contract structure, we are responsible for providing and supervising all personnel necessary to facilitate daily parking operations including cashiers, porters, valet attendants, managers, bookkeepers, and a variety of maintenance, marketing, customer service, and accounting and revenue control functions.

### Portfolio of Services

Our ability to deliver a portfolio of services as a single provider simplifies the administrative burden on our clients while enabling them to leverage the economic benefits of having a single relationship. Because our clients have only one reporting relationship to manage, we're able to more effectively and efficiently deliver a range of services than typically possible through multiple providers.

We're built on integrity and innovation, laser-focused on delivering the highest level of service to our customers and clients. We've set the industry standard in integrating new technologies, on-line interactive marketing programs, parking amenities and customer service programs, revenue control, financial reporting, expense containment, employee professionalism, and proactive management. Our operations maximize facility profitability while at the same time making parking a first-class, enjoyable experience. As a public company subject to the requirements of the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act, we adhere to accounting, internal control and reporting standards that are more rigorous than those typically followed by our non-public competitors.

### Accredited Parking Organization



The International Parking & Mobility Institute (IPMI) has recognized **SP+** as the first commercial parking operator to earn the Accredited Parking Organization (APO) with Distinction designation. This designation is reserved for the top 5% of parking organizations worldwide that demonstrate a comprehensive standard of excellence in our industry.

## Municipal Experience

Big or small, urban or rural, all municipalities face the same major challenge: balancing a budget while offering a full slate of quality parking services. Working closely with municipalities through the parking privatization process, **SP+ Municipal Services** helps cities achieve their parking objectives without straining public resources or sacrificing customer service.

With the most experienced team of municipal parking experts in the country, we handle everything from parking facility planning to turn-key municipal parking operations. We specialize in providing a comprehensive set of on-site municipal parking management services that includes staffing and training, revenue management, technology integration, and marketing programs—each of which are accompanied by stringent accounting and revenue control practices and procedures.

Working as consultants, our team of experts can provide parking layout recommendations that minimize traffic, reduce carbon emissions, and utilize energy-efficient technologies. For existing facilities, we can design and install graphics, lighting, and signage, and assist with the procurement of automated traffic and revenue control equipment. We can also provide financing for city equipment purchases.

## Revenue Control Equipment

**SP+** has experience with all brands of parking revenue control equipment and we maintain a working partnership with all the major parking revenue control manufactures. This experience and these relationships will continue to provide the City of Birmingham the support and knowledge needed to implement any level of revenue control equipment.

To improve the flow of parking traffic and customer convenience, **SP+** is paving the way by integrating barcode readers and license plate recognition technology at its locations. We have also installed new IP-based equipment that allow customers to pay for parking using their smartphones or make reservations via apps, and can provide our Data Center with remote access to retrieving data.



Our services can provide:

- + Barcode or license plate recognition technology (LPR)
- + Mobile apps allowing for payments and reservations
- + Remote access for data retrieval and monitoring

## Online & Mobile Technology

Smartphones are quickly replacing paper tickets and can act as payment instruments. Online apps allow consumers to order products and services, on-demand and reserve parking, for themselves and their businesses right from their phone.

These integrations ultimately improve the customer experience, reduce on-going operational costs, improve analytics, and secure the financial data of our clients and the consumer.

Our services can provide:

- + Mobile payments & online reservations
- + Improved customer experience
- + Maximization of facilities
- + Dynamic pricing

## SP+ Insight Analytics

SP+ provides our operations teams and clients access to information to make better decisions enabling improved revenues and overall efficiencies.

### What is SP+ INSIGHT Analytics?

Starting in 2016, **SP+** began investing resources to design and rollout a state-of-the-art Data Analytics Program that would provide a seamless platform that aggregates multiple data points, provides key performance indicators and analysis to complete the picture on how a location is performing.

### How it Works and Why it Matters:

We consume data from operations and our technology partners, analyze the data and generate information to enhance the decision-making process. By leveraging the data available, we are able to make more informed decisions to improve revenues, reduce costs and improve overall efficiencies. We bring the data together, identify key patterns and share the information on one seamless platform.

- + Provides quick access to revenue and ticket trends, revenue types, payment information and more allowing for better operational decisions and analysis.
- + With PARCS equipment or third-party data sources, **SP+ INSIGHT Analytics** can transform operational decisions by understanding parker movement, parker duration, pricing segmentation, revenue per space and space utilization to name a few.
- + Leveraging the transaction data enables you to make better decisions on rate mix, staffing cycles or enforcement route planning. It provides another set of warning indicators enabling corrective actions to take place sooner.

Please view our brief video at <https://vimeo.com/230464970> (or click directly on the video image on the right if viewing this document in PDF) The video provides excellent information on all the **SP+ INSIGHT Analytics** features and how this program drives revenue optimization at our clients' facilities.



## Financial Reporting

State-of-the-art information systems allow us to supply all the information you need to stay on top of facility performance. We can provide standard monthly reports covering:

- + Budgets by month, quarter and year
- + Monthly P & L reporting vs. budget by month, quarter and year
- + Revenue detail reporting
- + Payroll, overtime, benefit detail reporting
- + Insurance claim analysis reporting
- + Monthly ledger detail reporting
- + Invoice copies
- + Online inquiry between corporate and local offices

Each day's parking activity goes through a series of checks and balances designed to ensure the integrity of the revenue collection process. The key to **SP+'s** system is the controlling, recording, and balancing of tickets, revenue, and vehicle counts as recorded by revenue control equipment.

No longer is this limited to manual processes, at least not at facilities operated by **SP+**. Through advances in revenue control technology, **SP+ Parking** utilizes online software to monitor and control revenue reporting, facility counts, card access account data, and license plate inventories.

Using **SP+'s** advanced systems and procedures provides local management with the tools necessary to perform this check and balance process faster and more accurately than ever before. These systems, procedures, and **SP+'s** required documentation provide our corporate-based audit department with the information necessary to perform detailed audits of the entire process both on location and remotely.

**SP+** utilizes a series of cross-referenced procedures and reports that detail all revenue and tie revenue transactions back to individual tickets. With strong ticket control procedures in place, revenue control becomes an issue of first applying and collecting the proper rate and second, balancing cash received and deposited to the transaction record generated from register tapes. Specific procedures and checkpoints for each major type of revenue generation and collection activity are outlined below.

- + **Daily Shift Reports** – Cashiers collect time-coded, sequentially numbered tickets from customers. Fee computers gather data from the tickets, determine the proper fees, and record both on register journal tapes. Each cashier's shift report summarizes revenue of all transient transactions and ensures that revenue collected ties to cashier tapes.
- + **Daily Master Reports** – Clerical support and/or local management ties revenue collected to cashier tapes for each cashier shift. These reports balance tickets and car counts in order to summarize and balance a full day's activity.
- + **Daily Revenue Summary Reports** – In order to reconcile cash deposits to the day's activities, clerical support and/or local management document all types of revenue-generating activities, including credit card charges and payments on accounts. Full-day tickets and car count activity is recorded and reconciled on these reports as well. This allows for daily reviews by management and audit checks of all elements of the revenue control process (e.g. tickets, revenue, vehicle counts, and overnight inventory) on a single report.

**SP+'s** revenue control, accounting, and cash management practices minimize the risk of fraud at all levels, provide a complete audit trail, and enable maximum control. With **SP+'s** revenue control system, top line revenue can be tracked from corporate reports to clients and all the way back to individual transactions at the location.

### Financial Data

With all of **SP+'s** technological reconciliation programs in place, our clients can count on the integrity of our revenue collection process. In addition, our clients can easily access and download all of the detailed financial data through Client View<sup>®</sup>, our fully secured Internet-based system.

### Credit Card Reconciliation

The reconciliation function verifies that funds for all authorized Visa, MasterCard, American Express, Discover, and Diners Club transactions are received in the designated bank account at

the end of the settlement process. This function also streamlines the credit card payment process by eliminating the need to use a separate credit card system for processing this payment type. The posting process is automated, resulting in enhanced organizational efficiency, fewer bills to send, and a reduced need for back-end collection efforts.

## **Securities Exchange Act & Sarbanes-Oxley (SOX) Compliance/Certification**

As a public company subject to the requirements of the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act, we adhere to accounting, internal control and reporting standards that are more rigorous than those typically followed by our non-public competitors.

Under the direction of our Board's Audit Committee, our Internal Audit Department plays an instrumental role in ensuring that the company meets these standards. The Department's work includes the documentation of all business processes, control design analysis, key control identification and ongoing testing of controls for operating effectiveness. The Internal Audit Department also oversees identification and testing of the company's entity-level controls, including the company's Code of Ethics and other high-level controls that ensure the integrity of our business processes and financial statements.

Managing this process puts the Internal Audit Department in touch with virtually every aspect of our business and thus helps to assure our clients that their parking facilities have proper and effective control environments.

We completed an assessment of our internal controls over financial reporting as of the end of 2018, which were found to be effective and without material weakness. Our independent auditor, Ernst & Young, LLP, has completed its evaluation and testing of our internal control over financial reporting, and has issued its unqualified opinion supporting this conclusion.

## **Quality and Internal Controls**

We have many programs designed to ensure timeliness and quality of the products we deliver to our clients.

- + **Monthly P&L Reviews.** We have a monthly P&L review process that requires each client statement to be reviewed by a staff accountant and Senior Manager. A higher level review also takes place with senior management that would reveal larger issues or irregularities.
- + **Contract Compliance Audits.** Contract Compliance Audits, performed annually by the Internal Audit Department, ensure that Staff Accountants are making the correct account entries, doing the necessary reconciliations and tying the statement back to the contract terms.
- + **Control Self Assessments.** Operations managers participate in our Control Self Assessment (CSA) Program. Each quarter, management selects facilities that will participate in the CSA. Senior Managers are required to perform an extensive audit of the facility and enter their findings in a database. The results of the CSA are provided to senior management along with action plans to resolve any control deficiencies.
- + **Internal Audit Department Audits.** The Internal Audit Department has full-time auditors that review our locations for compliance with company policies and procedures. The audit program is well defined and communicated to all levels of management. There are three distinct areas of the audit program:

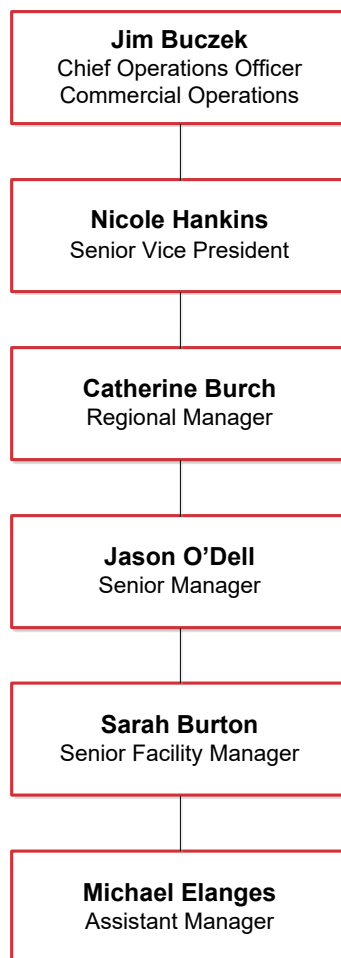


## 1) Revenue Reporting 2) Records and Administration 3) Cash Security and Equipment

More than 100 controls are tested for compliance. The audit findings, recommendations and implementation results are captured in an extensive database. The data from the audit program is used by all levels of management and the Training Department to identify areas needing improvement. Each facility audit is scored, and these scores play a significant role in a manager's performance based compensation (bonus). Any controls found to be operating incorrectly that are not immediately remediated are captured in the audit database as a Critical Item. Critical Items cannot be removed from the audit report until an internal auditor has verified that the control is operating effectively. This ensures that no critical control issue goes unresolved.

## Key Personnel

### Organizational Chart for the City of Birmingham Parking Facilities Parking Operations



We understand the critical importance the local management team serves in driving high financial and operational performance of the facilities. In addition to providing you with the most experienced and service focused management team, we have found, as our business continues to grow in size and services provided, it is best to also provide direct support with our industry specific experts. The following biographies highlight the careers our local and senior management teams.

### Local Management & Oversight Team

#### **Catherine Burch – Regional Manager, Southeastern Michigan**

Catherine has worked in the parking industry for more than 25 years. As the Assistant Operations Manager and later the Operations Manager for the City of Birmingham, Michigan Parking System, Catherine gained a reputation as a hardworking, dedicated, creative manager. After several years in Birmingham, Catherine advanced to Senior Operations Manager and then General Manager for the southeastern Michigan area. During that time, Catherine worked closely with Central Parking managers and clients in Detroit, Birmingham, Royal Oak, Pontiac, Grosse Pointe and at the Detroit Metropolitan Airport. She was promoted to the job of Regional Manager in June 2013 and to Regional Manager II in January 2018. In these roles, Catherine has overseen the **SP+ Parking** operations in the Detroit metropolitan area.



- + 25+ years of parking management experience
- + Liberal Arts honors graduate of Oakland Community College
- + Board member of the Michigan Parking Association (MPA) and Chair of the MPA Newsletter and Website Committee
- + Board member of the **SP+** Women's Advisory Forum (WAF)



### **Jason (Jay) O'Dell – Senior Manager**

Jay has 20 years of diversified management experience in the service, retail and entertainment sectors. He began with Central Parking in 2003 as a Project Manager for a private facility and several locations for the City of Detroit Municipal Parking Department. Jay currently oversees five municipal structures for the City of Birmingham, Michigan, as well as other facilities in Pontiac and Detroit. In Birmingham Jay is responsible for all aspects of the off-street parking system. Additionally, he works closely with various City departments and governing boards to develop appropriate parking policies and procedures.

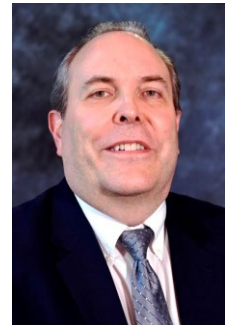


- + 16 years of parking management experience
- + Bachelor of Science degree in Accounting and Finance from Ferris State University
- + President of the Michigan Parking Association

### **Senior Leadership**

#### **James F. Buczek – Chief Operations Officer, Commercial Operations**

Jim is responsible for **SP+**'s Commercial Operations in the U.S. and Canada. Based in our Chicago Office, Jim has overall responsibility for over 3,100 facilities in his group including direct responsibility for the Chicago market. Jim originally joined the company in 1989 as an Accounting manager, overseeing the company's revenue reporting, auditing and accounts receivable groups.



Prior to joining **SP+** Jim was with Pathway Financial, where he served as Manager of Commercial Lending and Financial Analyst. He received both a Bachelor's and Master's Degree from DePaul University in Chicago, with concentrations in Marketing and Finance. While attending DePaul, Jim managed parking operations for the Chicago White Sox.

- + 29+ years of parking management experience
- + Bachelor's Degree and Master's Degree from DePaul University
- + Serves as a trustee for the Parking Industry Labor Management Committee
- + Board Member for the Illinois Hotel and Lodging Association, Chicago Loop Alliance and Chicago Police Memorial Fund.

#### **Nicole Hankins – Senior Vice President, Northeast Operations**

Nicole is our Boston-based Senior Vice President who is in charge of our New England operations. Nicole joined **SP+** in 2003 and has over 20 years of experience in business development and operations management.



Nicole is an expert at identifying and developing revenue enhancement opportunities and process improvements for parking facility operations and has been able to provide solutions to a wide variety of clients including commercial, hotel and government locations.

- + 15+ years of parking management experience
- + Served on the board of directors for the Seattle Building Owners and Managers Association (BOMA)
- + LEED Certified by the Green Building Council
- + Recipient of the **SP+** Senior Manager of the Year 2012 Award
- + Chair of **SP+**'s Women's Advisory Forum

## Senior Facility Manager's Resume

# Sarah E. Burton

Senior Facility Manager

sburton@spplus.com

## Summary

- Senior Facility Manager with over 12+ years of management experience. Skilled in streamlining operations and ensuring maximum customer and client satisfaction. Broad-based management skills, with strong planning, communication, organizational and decision-making abilities to successfully direct staff and projects.

## Skills and Abilities

- Team Building & Leadership
- Finance/Budget Management/Cost Reduction
- Process Improvement
- Customer/Client Relations
- Strong Organizational Skills
- Communication
- Critical Thinking (problem solving and decision making)
- Detail Oriented
- Adaptability

## Education and Training

- 1997-2003 Huron High School (Honors Diploma) – New Boston, Michigan
- 2003-2009 Wayne State University (Field of Study: Business Management) – Detroit, Michigan
- 2009 – Training and Certified in Leadership and Development
- 2012 – Trained and certified in the Spirit of Service Workshops
- 2015 – Trained and certified in Facility Manager Workshops
- 2015 – Trained and certified in Safety Workshops

## Experience

### SENIOR FACILITY MANAGER | SP PLUS CORPORATION | JUNE 2003-CURRENT

- Manage personnel at high volume accounts which include the Detroit Athletic Club, GM Detroit Renaissance Center, GM Warren Tech Center, and the City of Birmingham.
- Conducted weekly/monthly safety meetings with staff per company training program.
- Increased revenue for operations & events by implementing auditing procedures & revisiting shift reports.
- Implement and maintain a yearly budget for the client and direct employer.
- Working in conjunction with the client during daily operations and additional projects.
- Manage personnel matters, including: hiring, terminations, training, payroll, and scheduling.
- Gather earnings data and compile daily/monthly sales revenue reports for accounting departments.
- Audit and ensure correct billing on all transactions within the operation.

## b. Management Approach/Operational Plan

Our operational approach is designed to provide superior customer service at all levels, in the most cost efficient manner possible. While we believe our plan will achieve these objectives, please bear in mind that all expenses related to all activities under our management agreement, will remain subject to the City of Birmingham's approval.

### Local Management Team

In her role as Senior Vice President, Nicole Hankins will play a vital role in the operations of the City of Birmingham parking operations. Nicole will work closely with the local Detroit regional team to assure the highest level of customer service and quality controls are implemented and adhered to.

Regional Manager II, Catherine Burch has overall responsibility for our contract. She visits the City of Birmingham operations weekly and will attend all necessary City meetings. Having grown up in the City of Birmingham, Catherine brings an added level of dedication and local experience to the City's parking system.

Jason (Jay) O'Dell is the Senior Manager assigned to the City of Birmingham. Jay works closely with the Senior Facility Manager in all aspects of the operation and will continue to spend at least 50% of his week in the City of Birmingham.

Senior Facility Manager, Sarah Burton reports directly to Jay and is 100% allocated to the City of Birmingham operation. Sarah typically works Monday-Friday during business hours and works evening and weekends as needed. Sarah also conducts unannounced visits to the operations during off hours and on weekends.

Jay and Sarah will collaborate in all areas of the operation and with the City of Birmingham's knowledge and consent will have the authority to: select vendors; create staffing schedules; utilize progressive discipline; create budgets; compile and keep records and make operational changes as needed.

Communication is critical to having a responsive and smooth running program. Therefore, as has been our practice, our management team will meet with City officials on a regularly scheduled basis and attend all committee and city meetings as necessary. **SP+** management's major objectives are:

- + Ensure first-class customer service is provided to all patrons; residents and local businesses that utilize the City's parking system.
- + Provide city officials with the knowledge and experience to assure the parking facilities are operated using best-in-class, cutting edge technology – this will include on-line sales & marketing; pay-by-phone and the introduction of a parking app.
- + Provide timely and comprehensive financial reporting.
- + Provide the city with data analytics that will deliver multiple data points and analysis to complete the picture of how a location is performing.
- + Provide a comprehensive facility maintenance program and plan that will improve upon the condition of the parking facilities and assure the appropriate care of these important assets.

- + Ensure City officials are informed of current parking industry standards – this will include providing our expertise in all areas of the current parking operation and future projects

## Operating Plan

The goal of **SP+** is to continue to partner with the City of Birmingham to provide all parking patrons with a seamless experience. Additionally, our management practices are designed to maximize revenue and minimize costs in order to enhance profitability for the City. We place an unrelenting emphasis on maintaining a clean, bright, and safe parking environment staffed by well-groomed, courteous, service-oriented personnel.

Our operating systems, processes, and procedures are designed to control expenses to save our clients' money. All purchases are made through authorized vendors to obtain the pre-negotiated discounted pricing, and our automated workforce scheduling program (Kronos) minimizes labor costs by keeping track of actual hours instead of scheduled hours. Additionally, through the use of dedicated staff and proprietary software, we provide the City with the tools needed to fully understand the facilities performance.

In addition to exceptional operational services, we leverage technology solutions, such as remote management and online payment systems, and offer marketing services, such as custom client websites and the use of paid and local search marketing, to maximize the performance of our clients' businesses.

**SP+** has created a set of Standard Operating Procedures (SOP) that the Birmingham facility manager must follow in managing the parking operation. These standards are necessary to properly operate parking facilities, and ensure proper controls are in place related to legal and regulatory compliance and safety. For each control, we established a company policy, and have set standard implementation procedures and audit requirements. The standards serve as a reference for employees on various components of operations, including facility appearance, customer service, revenue control, records and administration, cash handling, and equipment and lot security.

The **SP+** Parking Operations Review (POR) Program improves the parking operations by quickly remediating all deficiencies not complaint with the Standard Operating Procedures (SOP). In order to do so, all Senior Managers are expected to truthfully and diligently complete a POR Compliance Review for their locations, while Facility Managers are expected to correct any deficiencies. The POR scores are then monitored and reviewed by the POR Compliance Group, and provided to the Executive Management team with recommendations on necessary operational improvements for their regions.

**SP+** understands that it is the people on the ground working in the parking facilities that interact daily with parking patrons and because of that, we work very hard to hire, train and retain our employees. **SP+**'s hiring and pre-screening process helps retain qualified employees for the long-term. In addition to reducing turnover costs, this gives our clients and parking customers the opportunity to establish the personal relationships and trust that facilitates a positive and profitable parking environment.

## Screening, Background/Drug Checks

We use a comprehensive pre-employment screening program to make sure that only the most qualified candidates are chosen for employment. Pre-employment screening is an effective risk

management tool that promotes a safe and profitable workplace by helping to limit the uncertainty inherent in the hiring process. Our pre-screening techniques significantly reduce potential violence, theft, financial loss, sexual harassment and other workplace problems.

Every employee is vetted through a background check specifically geared to their job duties and responsibilities. These checks include (depending on the position) Social Security Number validation, criminal background, motor vehicle record, credit, and employment and education verification. All operations candidates also must pass a pre-employment drug test.

### **Preliminary Pre-Interview Screening**

At the front-end of the process, we often use a professional telephone interviewing service to pre-screen candidates before they are invited in for formal interviews. Hiring managers are trained in how to narrow down the potential pool of applicants to qualified individuals, and how to thoroughly check employment and personal references.

### **Employee Training / SP+ University™**

Our reputation for excellence in on-site management is built on a comprehensive, award-winning training system. The process identifies and develops the skills and behaviors required to enable all of our employees to perform up to our stringent expectations. No other parking company places as high a premium on customer service enhancement and its positive linkage to a professional, in-house training department.

The National Parking Association's Certified Parking Professional (CPP) [formerly Certified Parking Facility Manager (CPFM)] program establishes an industry-wide standard of parking operational knowledge that is accepted by all parking management companies. We lead the industry with the most CPP and CPFM managers of any parking company in the United States.

Most importantly, we recognize that every location has unique, individual requirements for defining and carrying out operational excellence. To that end, we will work with City of Birmingham officials to ensure that all operational expectations and location-specific needs are identified and addressed in the development of our training solutions.

### **Frontline Training, Right from the Start**

Well-trained, professionally attired and groomed frontline employees are the people most responsible for delivering excellent customer service. Training new frontline employees—cashiers, valet attendants, maintenance workers and shuttle bus drivers—begins on the day of hire with an orientation session that, in addition to formally introducing the company to the employee, sets out the specific technical and customer service training programs the employee will be required to attend. Orientation is promptly followed by technical skills training, which provides employees with the mentored, on-the-job learning experience needed to begin contributing to facility performance right from the start.

### **Mastering the Three Keys to Customer Satisfaction**

Within the first three months of employment comes the enhancement of customer service skills through our targeted Three Keys to Customer Satisfaction classroom-based training program. Our reputation for outstanding customer service has been built on these formal training sessions that emphasize facility and employee appearance, constructive customer relations and positive resolution of customer inquiries and concerns.



- + **Key #1—First Impressions: Facility and Employee Appearance.** Employees learn the importance—both for themselves and the parking facility—of maintaining a well-groomed appearance. As the company’s classroom trainers point out, in just ten seconds a typical customer forms eleven distinct impressions about us and the service to be received.
- + **Key #2—Successful Customer Interactions.** Cashiers, valet attendants and bus drivers regularly interact in some way with our customers. To make sure these interactions proceed smoothly, Company trainers emphasize the importance of looking good, warmly greeting customers, communicating in a polite and professional manner, and saying good-bye with a sincere thank you.
- + **Key #3—Effectively Resolving Customer Issues.** Some customers want information, some want solutions and some just want an ear to bend. Training helps frontline employees to identify the issue and the appropriate approach to take.

These sessions optimize learning through exercises that encourage interaction between participant and trainer.

## Transition Plan

Since we are already the City of Birmingham’s parking service provider—if we are selected to continue our partnership—there would be no transition necessary! No down time between operators; no learning curve; no training; no new onsite manager—No interruption of service levels for the patrons of the City of Birmingham’s parking system.

## Parking Systems Enhancements



### Enhance Maintenance Program

**SP+** has established meticulous maintenance standards and implemented them through a carefully developed, strictly enforced monitoring system. Our rigorous housekeeping and maintenance standards are incorporated into detailed inspection checklists customized to the specific requirements of each parking facility.



**SP+**’s goal at all times is to provide the public with safe, clean, and efficient facilities. We take an intense pride in the unsurpassed cleanliness of our parking facilities, which results from our adherence to rigorous housekeeping, inspection, and maintenance standards. Our inspection checklist is customized to the specific requirements of each parking facility that we operate.

**SP+ understands the importance of proper facility maintenance and our team works hard to maintain the garages in a manner that reflects the expectations of the City. To improve in this area and enhance the overall condition of the properties, SP+ proposes, at our expense, to purchase a hot water pressure washer and full-size pickup truck, at an approx. cost of \$66,000. These tools will provide our team with the necessary equipment to vastly improve the condition of the decks and further protect and care for the parking facilities.**

Additionally, you will find enclosed a comprehensive maintenance plan that will be strictly followed to assure proper daily; weekly; monthly and yearly tasks are completed. Our management team will continue to provide consistent oversight and will provide the City with a monthly report of all maintenance work completed.



### Parkonect Readers

Over the past 2 years, the revenue control equipment in the City of Birmingham parking facilities has been upgraded to new state-of-the-art Ski Data equipment. This equipment has proven to be reliable and overall we have been satisfied with its performance. However, there is one glaring problem and that is the inability of the equipment to integrate with ParkMobile. ParkMobile is a leader in smart parking and mobility solutions and has been used very successfully in the City of Birmingham's on-street parking program.

At this point in time, one promising solution to this integration problem is Parkonect readers. Parkonect was designed to maximize profitability – increase revenues through creative, mobile-based products today's customers seek while simultaneously minimizing costs through real-time, cloud based management software and equipment that is nearly maintenance free as a result of almost no moving parts.

Parkonect was built on the foundation that a parking facility is a component of a greater property asset investment. They have products and features that were specifically designed to increase customer loyalty, your brand and site amenities. When done right, these attributes lead to sustained profitability and significantly improved asset valuation.

**SP+** proposes that the City of Birmingham consider the merits of installing these readers in the parking facilities. Once installed parking patrons will be able to use the ParkMobile App to pay for their parking off-street just as they do now with on-street parking. This continuity will lend itself to a seamless experience for the customer and will provide for an excellent marketing tool for the parking system.

**Additionally, SP+ is prepared to provide financing of this equipment through an operating lease. The approx. cost of the readers and installation for all five parking garages is \$120,298. We have attached a price quote from Parkonect and look forward to discussing this enhancement to your parking system in detail.**



### Remote Monitoring Services

Several years ago, **SP+** provided details of our Remote Management Service to the City of Birmingham Advisory Parking Committee (APC). While the APC was very receptive to the concept, the timing was not ideal due to the upcoming selection and install of the new SkiData revenue control equipment.

**SP+ proposes the City now consider the advantages of implementing these services at all five garages. The approximate cost per month to provide Integrated Monitoring service 24 hours per day 6 days per week is \$8,820 (approx. \$2.83/hour per garage). We estimate that we will be able to reduce staffing levels by 120 hours per week, for a payroll savings of \$143,007.00 annually. These savings will not only free up funds to cover the cost of RMS but will allow for a cost savings for years to come, while providing an enhanced remote monitoring system.**

It should be noted that today's consumers are not only technologically savvy, but are also more independent and self-reliant than ever before. Technology integration and ease of use help



drive consumer behavior. **SP+**'s Remote Management Services is a tool that allows us to deliver parking management services more efficiently while maximizing client returns. On-site automation satisfies the consumer's expectation of independence and ease of use. In-lane remote support enhances the experience by providing 24/7 customer service and assistance for any exceptions in the automated process.

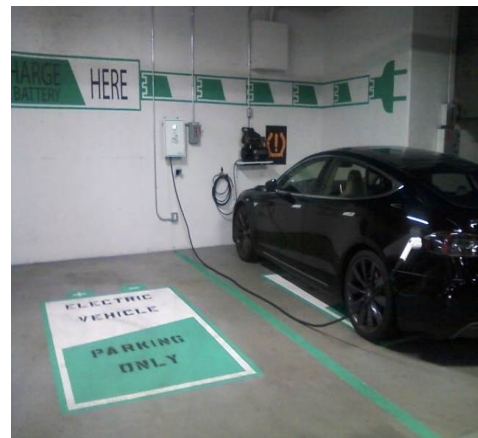
We offer clients a tiered solution which can be customized to fit the unique needs of each site. Our **Basic Monitoring** solution can provide intercom communication with the ability to vend a gate.

**Integrated Monitoring** adds Parking and Revenue Control System access (PARCS) which allows agents from our Command Center to remotely handle automation exceptions such as pushing a lost/unreadable fee, checking monthly history, activating/deactivating credentials, and setting event rates. Optional camera systems can also be installed at each exit lane and pay-on-foot station for an enhanced customer service experience.

**Administrative Services** provide additional back-end support such as daily revenue reporting, parker administration (lease abstracts), accounts receivable management, and validations management.

## Customer Service

**SP+** understands the City of Birmingham expects their parking operator to provide superior customer service and **SP+** will continue to make customer service a priority in the operation. As the City looks for ways to improve and enhance the parking system it should be noted that **SP+** offers a comprehensive package of amenity and customer service programs that provide an array of benefits to its parking patrons. These programs not only make the parking experience more enjoyable, but also convey a sense of the City's sensitivity to and appreciation of the needs of its parking customers. In doing so, the programs serve to enhance the value of the parking properties while creating a customer-friendly parking experience.



## Premier Amenity Programs

Our customer amenity programs send a clear message to the parking public that your facility goes the extra mile when it comes to customer conveniences.

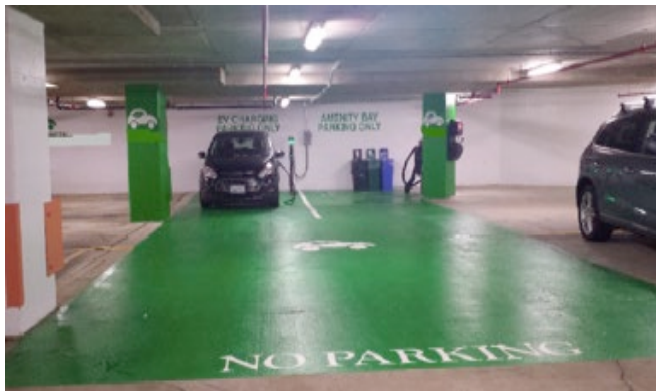
- + **SPokesSM Bicycle Use Program** – Monthly parking customers at participating parking facilities can use a custom-designed beach cruiser bike free of charge. Customers can check out these bikes for exercise, sightseeing or other personal enjoyment, or even for errands that otherwise would require automobile use. The bikes come equipped with baskets, lights, locks, and safety helmets. We provide all necessary informational and supporting materials. In addition, we store the bikes at the parking facility.



- + **CarCare Maintenance Services** – Under an agreement with us, a car care company will pick up a customer's car from one of our locations, contact the customer with an estimate, service the car during normal working hours and return it to the facility before the end of the business day. All the customer needs to do is notify the parking facility manager, who contacts the nearby participating service shop. No advance reservations are required, and the car care company provides this service at no cost to the parking facility.
- + **Courtesy Umbrellas** – Courtesy umbrellas, embossed with either **SP+** or the property's logo (depending on the client's preference), can be loaned to customers on rainy days.

### Amenity Bay

**SP+** proposes adding an Amenity Bay in the garage as a tenant amenity, a value added service that has become popular at many of our flagship locations. Each Amenity Bay would include an option to bundle the space(s) with an EV charging station, as illustrated in our picture below. The Amenity Bay itself includes a commercial vacuum, windshield washing squeegee and fluid, heavy duty jumper cables, and a portable air pump with tire pressure gauge. The convenience of having such products in house allows tenants the assurance that all basic car needs are no further than a few steps away.



Additional Amenity Bay benefits include:

- + **Car Wash Service and Detailing Service** – A car wash service can be used as a marketing tool by offering, on a limited basis, a free car wash for new monthly parkers. Specific programs can be designed for individuals interested in weekly or monthly car washes, thus increasing car wash revenue.
- + **Preferred Parking for Hybrid Vehicles and Scooters** – We assess the viability of offering preferred parking spaces as a means of rewarding and incentivizing the use of hybrid vehicles and scooters.

### Driver Assistance Services

Several free amenity services can be provided by our employees to help parking facility customers. These include:

- + Locating lost cars
- + Jump-starting dead batteries
- + Inflating flat tires
- + Changing tires
- + Escorting patrons to vehicles
- + Assisted or self-service cleaning of windshields and headlights



### Customer Appreciation Days

As a “thank-you” to customers for their patronage, our facilities roll out customer appreciation days periodically throughout the year. Most typically, customer appreciation days involve the distribution of the following items at least once a quarter:

- + Beverages such as coffee, hot chocolate, or bottled water
- + Candy
- + Newspapers
- + Travel mugs, umbrellas, and other promotional items

### Centralized Contact Center

Through our centralized Contact Center, we bring a national customer service expertise to local markets to enhance consistency and performance. A team of trained Contact Center professionals offers easy availability to meet customer needs. Whether via e-mail, phone, or other communication channels, our customer support team is readily accessible by parking customers. Centralized databases provide the team with customer-related information on a city-by-city basis to ensure that customers receive a quick response and the highest level of service.

### Quality Amenities Promote Customer Loyalty

Most of these programs are available at little or no cost to the owners of the facilities. However, increased customer loyalty pays handsome dividends in terms of enhanced location revenue, as people prefer to park at a facility where they feel more comfortable and know that their business is appreciated.

### Issue Resolution

It is simply not enough just to identify when a customer has an issue. When customers feel that it is necessary to voice a complaint, we take the necessary steps to ensure that the complaint is heard and resolved to the best of our ability.

Most customer complaints are handled at the local level. Usually, a customer would contact our Facility Manager or the client representative to voice a complaint. Once the Facility Manager receives the complaint, he or she will work to resolve the issue. Whenever management receives a complaint, that manager is responsible for ensuring the complaint is resolved.

There are two other means by which complaints can be registered: Through the Contact Us link on the company website ([www.spplus.com](http://www.spplus.com)), customers may register complaints via the link; or by phone (312-274-2000). In addition, the company website provides names and phone numbers of upper-level



managers who can be contacted directly via telephone or email. All complaints are registered in a database and automated email notifications are sent to representatives of the company based on the allegation type. All complaints are investigated and all findings are electronically recorded in the database. Complaints received by telephone are routed to the appropriate manager for resolution.

### Issue Resolution Training

Our employees receive specific training on administering customer complaints through our “Three Keys to Customer Satisfaction” classroom-based training program and our **SP+ University™** web-based training system. The training focuses the following step-by-step process of handling customer complaints.

- + Identify and confirm the issue
- + Identify the root cause of the issue
- + Fix the issue
- + Confirm the customer is satisfied

### Customers Who Want to be Heard

These customers can be the most challenging because sometimes they are angry or upset to the point where they feel they need to complain. Some of these customers are looking to “vent” their frustrations and they want an employee to be their listener. Employees are trained to listen effectively to them to identify the issue. Employees remain professional, patient, and offer a solution. They remember the “Magic” and “Deadly” words and phrases discussed during training and choose the most appropriate words when offering a solution.

Above all, employees never take the customer’s words personally. If a customer does not want to accept a solution, the supervisor is called. They will always be available to assist with these situations.

By using the appropriate approach to resolve customer issues, we provide a professional level of service and perform the responsibilities of our position.

### Being Prepared

Providing the best in service with the different types of customers every day can be the biggest challenge of customer service. Below are some tips that employees are given to help them remain professional with all types of customer situations:

#### + Keeping Cool

Staying calm helps employees remain professional and in control of any situation. Here are some tips employees are trained to remember to help them remain calm:

- Make eye contact when possible.
- Keep your voice at an even pitch and your words clear.
- Treat everyone with respect.
- Don’t take the bait—if the customer is being difficult or uncooperative, don’t join in and be difficult towards the customer.

### + **Saying the Right Thing**

Saying the right words the right way makes the difference between a satisfied customer and a difficult situation:

- Turn “You” statements into “I” statements. For example, instead of saying, “You said...” use “I heard...”
- Avoid using phrases that don’t offer any type of help. For example, “I can’t help you,” “It’s not my job,” “That’s against policy.”
- Offer only information that you know is accurate. If you are not sure of an answer, call your supervisor. Keep your instructions simple.

### + **Showing Sensitivity**

Some customers may want to express their dissatisfaction with our facility, while others want to talk about an issue that has nothing to do with our operations. Whether a customer is unhappy about the facility rates or because their son is failing math, some tips employees are trained to remember to help the situation are listed below.

- Listen attentively and express your understanding.
- Apologize for any inconvenience the customer may have experienced and offer any information that may help better explain the situation: “I am sorry you couldn’t find our facility. Due to construction we had to temporarily remove our signage.”
- If you don’t understand what the customer is saying, ask for clarification: “I am not sure I understand, could you please repeat that for me?”

### + **Dealing with Angry People and Difficult Situations**

There will be times when employees encounter rude or angry people. Our employees are trained to keep in mind the following:

- There are no difficult people; only people who behave in a difficult manner.
- Don’t take it personally. Most likely, these types of customers are going to be rude no matter who is working at the facility.
- Your job is to state and follow the policy, not to enforce it. If a situation gets out of hand, call your supervisor.

## **Signage & Graphics**

In addition to being clean and efficient, parking facilities need to reflect a clearly understood and professionally maintained signage system. **SP+** maintains its own sign production facility known as **SP+ Signs**. **SP+ Signs** is a recognized leader in providing facility signage that contains clean, crisp, unambiguous visual instructions and pathway markers.

Our internally-produced signs and related items generally cost 30% less than those produced at retail sign shops. Additionally, by purchasing signs from our sign shop, clients are assured of consistent and quality designs, formats, and language in use at their facilities all across the country.

**Our commitment to providing an aesthetically pleasing and efficient parking facility was evident last autumn, when SP+ provided the City with a concept for improvement and enhancement of the Pierce Street parking structure. We have enclosed the concept documents and look forward to discussing it and other ideas to improve the look and feel of the parking facilities.**

### **Musical Theme Floor Reminder System**

In facilities equipped with our musical theme floor reminder system, a different song consistent with the “theme” chosen for that particular parking facility is played on each parking level. This helps customers recall where they left their cars. The music is reinforced on each floor by dramatic graphics—distinctive to the specific song being played on that floor—displayed in the elevator vestibules and throughout that level’s parking bays.

“Tear-off” sheets located near elevators are often provided for customers as reminder notices. All elevator cab panels specifically integrate the same graphics displayed on the various floors. The graphics are also displayed on the main parking facility directory and in garage maps.

### **Lighting & Painting**

Facility aesthetics are affected significantly by lighting levels. While our stringent inspection and maintenance checklists ensure that all of a parking facility’s lighting fixtures are operative and that burnt-out bulbs are replaced promptly, we also can paint strategic portions of the facility with high gloss white paint to reflect the light generated by the facility’s fixtures. Doing so maximizes illumination levels and the facility’s overall brightness, which in turn affects both the facility’s general aesthetic appeal as well as its patrons’ perception of safety and security.

### **Little Touches of Home**

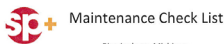
We bear in mind at all times that your parking facilities serve as the “front door” for the City’s residents and visitors. This recognition fosters an attention to the small details that can make a dramatic contribution towards warmth and ambiance, usually at modest cost. At several of our locations, for example, we incorporate a flower box into the entrance and exit areas. We constantly search for similar little touches that we can implement at our facilities to create inviting, user-friendly environments.

## c. Maintenance Plan

### Facility Cleanliness

The parking garage appearance is the first and last impression of all workers and visitors to the City of Birmingham's parking facilities. **SP+**'s goal at all times is to provide our parking patrons with safe, clean and efficient facilities. We take an intense pride in the unsurpassed cleanliness of our parking facilities, which results from our adherence to rigorous housekeeping, inspection and maintenance standards. Our inspection checklist is customized to the specific requirements of each parking facility that we operate.

### Sample Facility Maintenance Checklists



Birmingham, Michigan

| Routine Tasks   | Complete |
|---|----------|
| Attend to PARCS equipment first:                      |          |
| Inspect all entry/exit stations and gates for damage  |          |
| Remove graffiti                                       |          |
| Adjust gate arm leveling                              |          |
| Inspect payment points for tampering, jams and debris |          |
| Wipe down unit  |          |
| Check receipt paper levels and refill if necessary    |          |
| Check accuracy of time                                |          |
| Check elevators are in service and lights are working |          |
| Walk Garage-Remove Litter                             |          |
| Sweep towers-top to bottom                            |          |
| Empty trash receptacles                               |          |
| Mop elevators   |          |
| Mop lobbies/common areas                              |          |
| Wipe handrails and ledges                             |          |
| Check perimeter of garage                             |          |
| Clean bathroom  |          |
| Clean store room/break room                           |          |
| Sweep equipment islands                               |          |
| Sweep common areas                                    |          |
| Clean windows   |          |
| Check garage lights                                   |          |
| Check for tripping hazards                            |          |
| Remove snow/ice (seasonal)                            |          |
| Apply Salt (seasonal)                                 |          |

Supplies Needed:

DAILY FACILITY INSPECTION - US AND CANADA

Location # \_\_\_\_\_

*This is a guideline and some items may not be applicable to all locations.*

The Facility Manager or designee will inspect all items daily. If action is required, document the issue below (Action Taken), including the date and time the action was taken. Retain completed forms per company record retention policy.

| Inspection   | Sat | Sun | Mon | Tue | Wed | Thur | Fri |
|--|-----|-----|-----|-----|-----|------|-----|
| Date:  |     |     |     |     |     |      |     |
| Time:  |     |     |     |     |     |      |     |
| Floor surfaces were inspected.                               |     |     |     |     |     |      |     |
| Lighting was inspected.                                      |     |     |     |     |     |      |     |
| Common area were inspected and cleaned of visible trash.     |     |     |     |     |     |      |     |
| Lot areas were inspected and cleaned of visible trash.       |     |     |     |     |     |      |     |
| Emergency exits were inspected and cleaned of visible trash. |     |     |     |     |     |      |     |

Action Taken:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Client notification required: Yes No (circle)

Facility Manager Signature: \_\_\_\_\_

Date of Facility Manager Review: \_\_\_\_\_

March 2019

### Detailed Maintenance Plan

Our detailed maintenance plan starts with our employees. Each employee is continuously trained in areas that focus on proper maintenance procedures. This training can be in a group setting, one-on-one with a manager or through our **SP+ University™** on-line training program.

Additionally, weekly meetings are held with the Maintenance Manager to discuss upcoming projects and clearly establish goals for the employees.

**SP+** also places a large degree of emphasis on safety. As such, our employees meet monthly to cover safety topics related to our operations such as ladder safety, snow and ice removal or proper machine handling procedures.



Through our extensive experience with the City's facilities, we have developed a maintenance schedule tailored to the specific needs of those facilities which includes the following:

### Daily/As Needed

- + Removal of debris throughout the facilities and outside grounds
- + Inspect, sweep and mop elevators
- + Sweep stairwells and pedestrian walkways
- + Window cleaning
- + Sweep and mop restrooms and other public areas
- + Graffiti is removed or covered if necessary within 24 hours

### Weekly/As Needed

- + Thorough washing of windows and sills
- + Cleaning or cover-up of foreign markings on equipment and facilities
- + Wipe down handrails, piping and bollards
- + Bird abatement
- + Inspect signage, clean or replace as necessary
- + Inspect HVAC units in pump rooms and elevator mechanical rooms

### Quarterly

- + Touch up painting throughout facilities
- + Pressure washing of stairwells and lobbies
- + Thorough walk through of facilities to inspect striping, and identify water leaks, stuck drains, exposed rebar or other structural issues

### Semi-Annual/As Needed

- + Power wash all parking areas and drive lanes

## Signage & Graphics

In addition to being clean and efficient, parking facilities need to reflect a clearly understood and professionally maintained signage system. **SP+** maintains its own sign production facility known as **SP+ Signs**. **SP+ Signs** is a recognized leader in providing facility signage that contains clean, crisp, unambiguous visual instructions and pathway markers.

Our internally-produced signs and related items generally cost 30% less than those produced at retail sign shops. Additionally, by purchasing signs from our sign shop, clients are assured of consistent and quality designs, formats, and language in use at their facilities across the city.

A parking facility has many signs throughout to guide and inform visitors. A daily inspection is made of signage at and around the entrance and exits of the facilities which tend to be of a more temporary nature. These include equipment instructions, rate signage, machine decals and clearance bars. These signs can be easily cleaned or replaced as necessary.

Other signs throughout the structure are more static such as directions to other parking areas, elevators or stairs. These signs are cleaned on a weekly basis and checked by management for wear and possible replacement on a quarterly basis.

## Preventive Maintenance

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Maintaining the SKIDATA Parking Access Control System is essential to the integrity of the parking program to not only ensure proper revenues are received, but also to maintain high levels of customer service. We have adopted a comprehensive preventative maintenance plan. Below is an outline of our approach to general preventative maintenance.

### Daily/As Needed

- + Inspect all entry and exit stations and gates for damage
- + Remove graffiti
- + Adjust gate arm leveling
- + Inspect payment points for tampering, jams and debris
- + Wipe down unit
- + Check receipt paper levels and refill if necessary
- + Check accuracy of time

### Monthly

- + Clean printer with compressed air
- + Clean credit card reader with cleaning card
- + Remove dirt and scuffs

### Quarterly

- + Schedule preventive maintenance with vendor

If the PARCS equipment is unable to be repaired by our local staff, we retain an authorized SKIDATA vendor, Harvey Electronic Controls. Harvey installed the PARCS equipment and has continued to maintain it during its warranty period which will soon expire. **SP+** will pursue a service agreement at that time to cover the equipment throughout our contract period.

## Lighting and Painting

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Facility aesthetics are affected significantly by lighting levels. While our stringent inspection and maintenance checklists ensure that all of a parking facility's lighting fixtures are operative and that burnt-out bulbs are replaced promptly, we also can paint strategic portions of the facility with high-gloss white paint to reflect the light generated by the facility's fixtures. Doing so maximizes illumination levels and the facility's overall brightness, which in turn affects both the facility's general aesthetic appeal as well as its patrons' perception of safety and security.

### Daily/As Needed

- + Replace burned out bulbs
- + Mark broken fixtures and record on electrician list
- + Remove cobwebs or other debris from around the fixtures



### Weekly/As Needed

- + Clean fixture covers

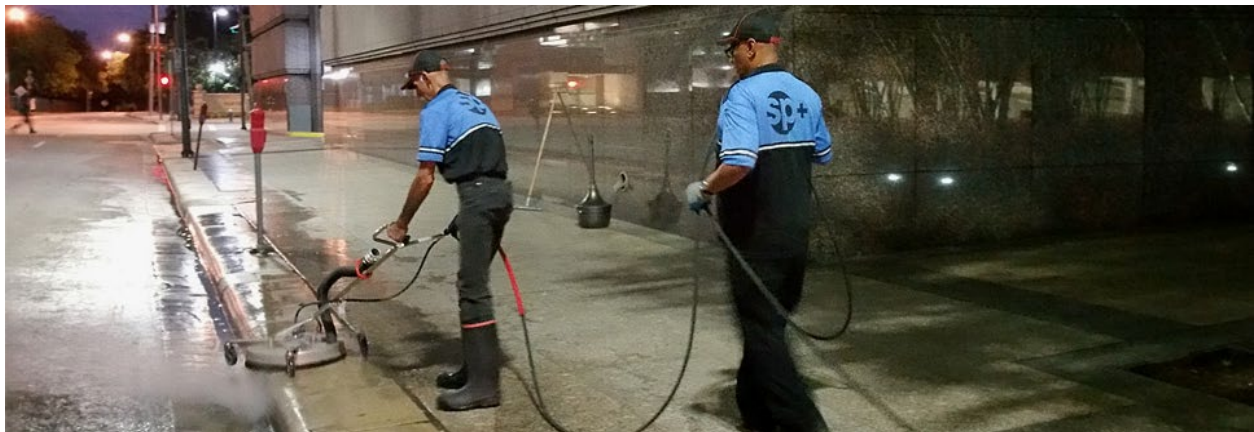
**SP+** also develops a tailored painting program each spring. This program identifies areas that need a new coat of paint throughout all the facilities and prioritizes the work to complete it in an efficient manner. Special care is taken at the entrances and exits where curbing sees the greatest need. Each lane's curbing in addition to the bollards and traffic arrows are painted annually to provide a clean and fresh look to the facility entrances.

The following areas are also closely examined to develop our annual painting plan:

- + Stair tower walls, ceilings and handrails
- + Changes in elevation around pedestrian walkways
- + Decorative rails
- + Protective bollards
- + Bathrooms and breakrooms

For clients who own parking facilities, **SP+** has established meticulous maintenance standards and implemented them through a carefully developed, strictly enforced monitoring system. Our rigorous housekeeping and maintenance standards are incorporated into detailed inspection checklists customized to the specific requirements of each parking facility.

Through coordinated planning with parking facility management, our service line—**SP+ Facility Maintenance**—can provide power washing and sweeping, interior painting, lane restriping, concrete repairs, and basic housekeeping such as landscaping and lighting maintenance.



### Power Sweeping & Washing

Our power sweepers assist our managed facilities with large-scale dry debris removal. We can perform nightly to weekly maintenance that ensures cleanliness and safe conditions for parking customers. Our power washing service is available for a myriad of surfaces, including walls, sidewalks, driveways, and even tennis courts. Our technicians are trained to use appropriate chemicals, water volumes, and pressures.

Power sweeping occurs daily when weather allows. Because these machines are highly susceptible to moisture, rain or snow can limit their use. Our local team will use the current sweeper each evening and early mornings when the facilities are at their lowest occupancy. Due to noise ordinances in the City of Birmingham, the machine cannot be used in the late-night hours. With this schedule, each garage will be swept monthly and can be spot swept as necessary.

Our local staff also conducts a spring wash down of each facility. This helps remove the salt residue and dirt left over from the previous winter. Because this wash down does not use power equipment, it can be done in the late-night hours when only a handful of cars remain in the facility.

**SP+** has proposed a solution to provide the City with a power washing system. This system, when used in conjunction with the power sweeper, will result in noticeably cleaner facilities for the City of Birmingham. It will be used during similar hours to the power sweeper to ensure that all facilities are power washed semiannually at a minimum with higher traffic areas cleaned more often.

## Greener Cleaning

**SP+** seeks out and applies new methods for greener cleaning. When it comes to pressure washing, we are extremely sensitive to the added responsibilities that strict EPA waste water reclamation regulations impose on us and our clients. We have made a substantial investment in both the equipment and the skills needed for compliance. We dispose of all sweeping waste only at approved disposal sites. From recycling to submitting paperless reports to seeking out local suppliers and alternative fuels, we work hard to reduce our carbon footprint.



### Case Study #1 – Center Garage – Detroit, MI

**SP+** took over management of this large, high volume parking garage in January 2017. It was immediately apparent that the garage lighting was not up to current standards set by **SP+**. The old fluorescent fixtures did not disperse light well which made them a safety issue. Additionally, the old lighting resulted in high electric bills.

**SP+** began soliciting bids to replace or retrofit the existing lights with new higher efficiency LED lighting. We obtained three comparative quotes and developed a comparison report for the facility owner. With these quotes we were able to show the owner a benefit of greater visibility and safety in the facility as well as a lifetime cost savings through lower electric bills and fewer insurance claims.

The selected lighting vendor offered a two stage LED light with motion sensing in a slim fixture that fit easily into the ceiling pattern of the parking deck. The motion sensor allows the fixture to dim when there is no movement within 10 feet. This function along with a lighting plan showed a 20% reduction in electricity costs at the facility in the first year and improved the look and perceived safety for our guests.



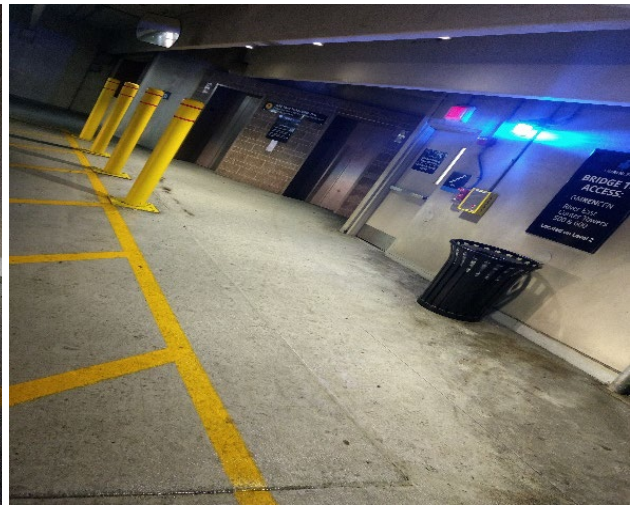
### Case Study #2 – Renaissance Center – Detroit, MI

**SP+** has managed the parking operations for CBRE at the Renaissance Center in Detroit since 2013. This property consists of 12 locations with a mix of garages, open lots and valet podiums.

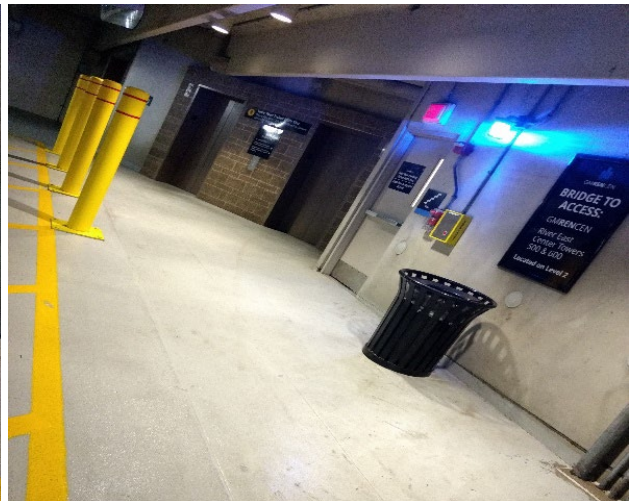
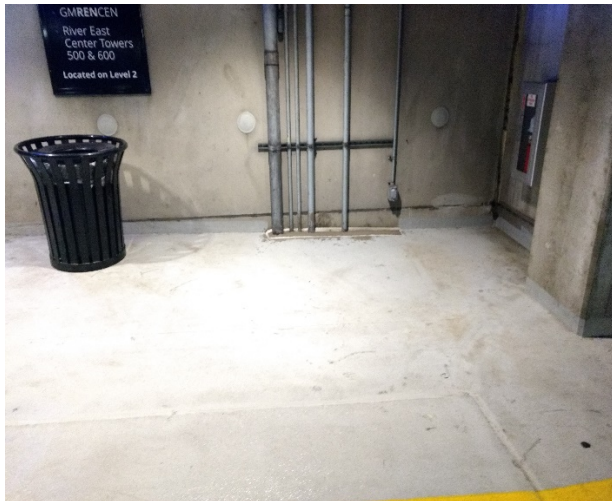
CBRE had a contract for power sweeping and washing through another vendor when we began our relationship. It became clear to us very quickly that this vendor was not able to complete according to the standards that the property manager expected.

As a leader in facility maintenance, **SP+** provided a comprehensive bid to the property manager to take over a greater role in the maintenance of the parking facilities. We were able to secure the contract and purchased power sweepers and power washers similar to the model that we propose for the Birmingham facilities. As you can see by the attached pictures, we were able to make an immediate impact on the cleanliness of the facility.

**Before:**



**After:**



In the shortened first year of the contract, **SP+** was able to clean 875,000 square feet in the facilities associated with the location. Our plan for 2019 includes 2.3 million square feet of garage decks, sidewalks and other public areas.

## d. Transition Plan

Since we are already the City of Birmingham's parking service provider—if we are selected to continue our partnership—there would be no transition necessary! No down time between operators; no learning curve; no training; no new onsite manager—No interruption of service levels for the patrons of the City of Birmingham's parking system.







# **Key Performance Indicators (KPI)**

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# Key Performance Indicator Example

| <u>Key Performance Indicators</u>    |                                  | <u>Weight</u> | <u>Goal</u>        | <u>Possible Earnings</u> | <u>Q1 Result</u><br>% | <u>Q2 Result</u><br>% | <u>Q3 Result</u><br>% | <u>Q4 Result</u><br>% |
|--------------------------------------|----------------------------------|---------------|--------------------|--------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Fiduciary Performance</b>         |                                  | <b>60%</b>    |                    |                          | <b>0%</b>             | <b>0%</b>             | <b>0%</b>             | <b>0%</b>             |
|                                      | Management Report                | 15%           | Monthly by 15th    |                          |                       |                       |                       |                       |
|                                      | A/R                              | 15%           | </= 5%             |                          |                       |                       |                       |                       |
|                                      | Invoicing                        | 10%           | 30th of next month |                          |                       |                       |                       |                       |
|                                      | Budget                           | 10%           | </= 5%             |                          |                       |                       |                       |                       |
|                                      | Card Audits                      | 5%            | Monthly            |                          |                       |                       |                       |                       |
|                                      | Market survey                    | 5%            | Quarterly          |                          |                       |                       |                       |                       |
| <b>Patron Relations/Satisfaction</b> |                                  | <b>15%</b>    |                    |                          | <b>0%</b>             | <b>0%</b>             | <b>0%</b>             | <b>0%</b>             |
|                                      | Customer Service/Safety Training | 5%            | Quarterly          |                          |                       |                       |                       |                       |
|                                      | Mystery Shopper                  | 5%            | 92%                |                          |                       |                       |                       |                       |
|                                      | Customer Response Time           | 5%            | < 1 hour           |                          |                       |                       |                       |                       |
| <b>Facility Operations</b>           |                                  | <b>25%</b>    |                    |                          | <b>0%</b>             | <b>0%</b>             | <b>0%</b>             | <b>0%</b>             |
|                                      | Cleanliness                      | 15%           | 92%                |                          |                       |                       |                       |                       |
|                                      | Equipment Downtime               | 5%            | < 8 hours          |                          |                       |                       |                       |                       |
|                                      | Technology/Operations            | 5%            |                    |                          |                       |                       |                       |                       |
|                                      |                                  | 100%          |                    | Total                    | 0%                    | 0%                    | 0%                    | 0%                    |
|                                      |                                  |               |                    | Total possible           | 100%                  | 100%                  | 100%                  | 100%                  |



# **Parkonect Pricing Quotations & Product Detail Sheets**

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HARVEY ELECTRONICS & RADIO

28287 Beck Road Unit D-2  
Wixom, MI 48393

Estimate

|            |            |
|------------|------------|
| Date       | Estimate # |
| 11/26/2018 | 539        |

| Name / Address  |
|---|
| SP+ Birmingham<br>Tiffany Gunter<br>151 Martin Street<br>Birmingham, MI 48009 |

| Project |
|---------|
|         |

| Description                            | Qty | Rate                    | Total       |
|--|-----|-------------------------|-------------|
| Parkonnect Software bundle             | 1   | 18,950.00               | 18,950.00T  |
| Process PC to run Parkonnect interface | 1   | 2,100.00                | 2,100.00T   |
| Install, setup, and test software      | 60  | 115.00                  | 6,900.00    |
|  |     | <b>Subtotal</b>         | \$27,950.00 |
|  |     | <b>Sales Tax (6.0%)</b> | \$1,263.00  |
|  |     | <b>Total</b>            | \$29,213.00 |



# PROPOSAL

**DATE:** 12/07/18  
**ORDER #:** 5Birmingham112818.1

**CORPORATE OFFICE:**

3663 Woodhead Drive  
 Northbrook, IL 60062  
 Phone: 312.878.1220  
 Fax: 312.431.0738  
[www.parkonect.com](http://www.parkonect.com)

**BILL TO:**

Jay O'Dell  
 SP+

**LOCATION:**

Birmingham MI Summary  
 11 in, 12 out

| Product   | Description  | Qty | Unit Price              | Amount                 |
|---|--|-----|-------------------------|------------------------|
| <b>Hardware</b>   |  |     |                         |                        |
| P4-OMNR-24 entry  | Parq IV Mini Head (for entry)  | 9   |                         |                        |
| P4-OMNR-24  | Parq IV Mini Head with heater (for entry)  | 2   |                         |                        |
| SUN   | Sun Visor  | 6   |                         |                        |
| P4-OMNR-24 exit   | Parq IV Mini Head with credit card (for exit)                                      | 12  |                         |                        |
| PED-42  | Universal Pedestals  | 23  |                         |                        |
| SWTC  | Switches   | 11  |                         | \$ 85,200.00 T         |
|   |  |     | <b>Discount ---&gt;</b> | <b>\$ (8,520.00) T</b> |
| <b>Setup and Configuration</b>  |  |     |                         |                        |
| OK-RM   | System Configuration   | 6   |                         |                        |
| CC-RM   | Credit Card Gateway setup  | 6   |                         |                        |
| SWTC  | Network configuration, routers/switches  | 6   |                         |                        |
|   |  |     |                         | \$ 5,950.00            |
| <b>Installation</b>   | Networking, CAT5, Mount, power, gate vend and loop sense                           |     |                         | <b>TBD</b>             |
| <b>Startup</b>  | Parkonect coordination with installation, remote startup, testing and web-training |     |                         | \$ 2,125.00            |
| <i>*Monthly software license fee for webservice with online sellers is charged, as outlined in individual location pricing.</i> |  |     |                         |                        |
| <i>*** Extended hardware warranty is available at \$600 per device per year. A 3 year plan is \$540 per year per device.</i>    |  |     |                         |                        |

Payment Terms

75% on Order/Prior to Shipment / 25% upon Acceptance

Acceptance (Order Terms Attached):

|                                 |                     |
|---------------------------------|---------------------|
| <b>SUBTOTAL</b>                 | <b>\$ 84,755.00</b> |
| <b>TAX</b>                      | <b>6.00%</b>        |
| <b>SHIPPING &amp; INSURANCE</b> | <b>\$ 1,730.00</b>  |
| <b>TOTAL</b>                    | <b>\$ 91,085.80</b> |

Name

Date

**Date:** December 7<sup>th</sup>, 2018

**To:** Jay O'Dell  
SP+

**From:** Peter Madjarov  
Parkonect, LLC  
Peter@parkonect.com

**RE:** Universal Scanners for Birmingham MI garages

Jay –

Thank you for the opportunity to provide a bid for Parkonect scanners to the Birmingham, Michigan garages. As you know, parking is getting more mobile each, and every day and your consumers, like those in almost every other industry, are seeking real-time information and “on demand” services. Parkonect empowers your facility to capitalize on this shift better than any other solution.

At Parkonect, we connect customers to your garage. We combine cutting-edge hardware, smart software and a deep portfolio of integration partners to help operators and garage owners take full advantage of the massive shift toward real-time transacting, all while providing a revolutionary parking experience that is fully controlled.

- **Parkonect is the market expert.** Parkonect has the most multi-vendor third-party online parking integrations, letting you unlock the true potential of Internet presales without being constrained to a single vendor. We feature ParkMobile, SpotHero, ParkWhiz, Parking Panda and a whole lot more. Currently, our solution annually transacts +\$55,000,000 of mobile/app parking.
- **ParkMobile OnDemand.** Instantly tap into ParkMobile’s millions of customers at your gated facility and reap the rewards of our “Scan-and-Go” integration. Customers scan in and out of your facility without any need for pulling a ticket or swiping a credit card – smooth, fast and simple. And, Parkonect tracks activity and durations, calculates fees and communicates in real-time with ParkMobile, ensuring these paperless transactions have the highest level of accountability and control while boosting revenue at your facility.
- **We show you how to make more money.** The best way to maximize online sales NOI is by strategically price-banding your product offerings by analyzing *actual* usage information. Parkonect’s cloud dashboard provides real-time consolidated graphical insights of vendor data, arrival, use, count information, and more in both detail and summary formats for strategic management decision-making.
- **Our platform continually evolves to bring you more revenue channels at no cost.** Our technology dynamically supports other emerging transportation-based channel providers without requiring onsite reconfigurations or added cost. You are not purchasing a static system when you choose Parkonect... quite the opposite, you have a solution that will grow and change with the market as it changes.

Parkonect's real-time analytics and cloud control is proven to generate revenues 5x faster than other options for mobile and app-based transacting.



Parkonect gives you advanced capabilities, well more than just connecting you with today's leading mobile and app-based sellers.



Bottom line is that we understand the importance and value of generating revenues by selling your vacancies online and we give you the most opportunities to do this through our integrations. We also know that such presale activities SHOULD NOT cause access issues to your customers, undermine the integrity of your garage's revenue control, increase your need for onsite labor, or create chaos at the garage when your team tries to manage the pre-sold inventory flow. Our real-time data aggregation and cloud based revenue and remote management system ensures you just that protection while driving the experience that keeps your customers where they belong... *your garage*.

## Hardware

Parkonect's Parq IV universal barcode reader and gate controlling hardware, or P4 as it referred to in this document, is a state of the art scanning system that is capable of scanning 1 or 2 dimensional barcodes regardless if they are printed on paper or displayed on a cell phone. Our uniquely designed, circular shape and our customized flashing red scanning system provides for the perfect customer experience... one they expect in today's smartphone era.

The P4 incorporates a powerful PC processor with up to 8 gigabytes of memory and can be interfaced using Ethernet, Wi-Fi or cellular Internet connectivity. This hardware is truly plug and play... all that is needed is

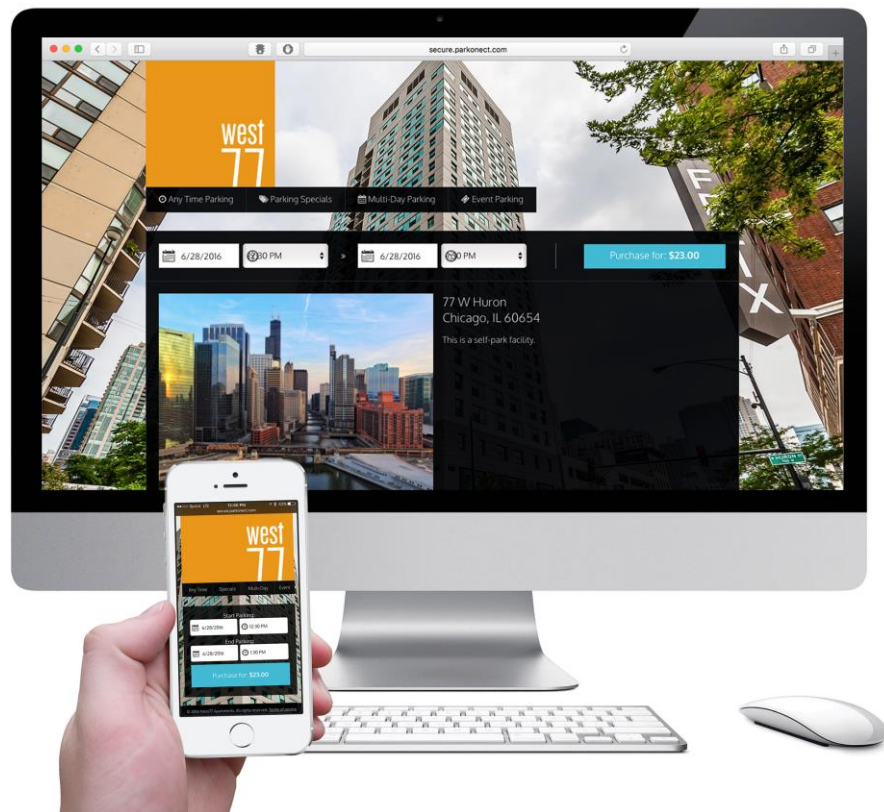
power and Internet. And, when the P4 exit station is equipped with our end-to-end encrypted credit card reader, our solution captures overstay revenue in a fully PCI compliant manner (we tie to your existing merchant ID but transact through a separate, PCI compliant gateway). Each P4 requires an Internet connection, 120 VAC, and a relay closure and loop sense connection to the gate/barrier to be controlled. The P4 does not provide any signal other than barrier gate opening and we track gate vends and counts based on verified entries and exits. The P4 heads will be installed either on the side of the legacy equipment with our Universal Mount or in close proximity to the other vendor parking equipment on a custom made 40" mounting pedestal that has a 5" x 5" base plate.



*P4-14 Entry Reader*

## Your Branded Selling Engine

The Parkonect solution comes with the option to create a private label, fully responsive web reservation system that will allow garage operators to custom tailor their product offerings and sell them directly to its customer base without incurring 3<sup>rd</sup> party commissions or transaction based fees. Our reservation system lets you sell what you want, when you want. Sell events, daily specials, validations, hourly parking, multi-day parking, in and out privileges, and more.



Our intuitive reservation system is highly flexible, yet simple to use. And, our direct link function allows operators the ability to easily provide host websites (i.e. hotels, area events) a specific link for redirecting traffic to the parking reservation system. When this link is “hit”, it passes any related keyword parameters that are included in the link to directly correspond to event based parking products listed on your website. This allows for a more seamless transition for the customer, ultimately making their purchase experience quicker and more rewarding.

## **ParkingPass Generator**

The Parkonect solution also comes with our patent pending ParkingPass Generator. The ParkingPass Generator allows your tenants to send their guests parking passes risk free. You can rebill them based on actual use *or* issuance. Better yet, we can rebill overage at the exit for payment by the parker OR rebill it to the tenant and let the parker out for no charge. This is very, very powerful tool that let's you tap into your customer's customer.

## **Valet Tracker**

Is your facility used (abused) by 3<sup>rd</sup> party valets? Parkonect's Valet Tracker gives you total access control over valets while simultaneously tracking each and every vend as well as duration of stay in real-time.

- Our system tracks how many valets are in the garage, the name of the individual valet that parked or retrieved a car, and correlates the valet ticket directly to its entry and exit vend.
- Our cloud-based reporting breaks down vends by each active valet company, shows parking durations by valet ticket number, and allows for the calculation of the value associated with the valet ticket's duration based on the rate card of your choice, allowing you to rebill or analyze your 3<sup>rd</sup> party valet programs.

Instead of letting valets come and go with FOBs or using validations that can't truly be tied to the car's entry time, Parkonect's Valet Tracker gives you 100% visibility into each valet parking transaction so you can maximize revenue while maintaining the highest level of control over your parking space inventory.

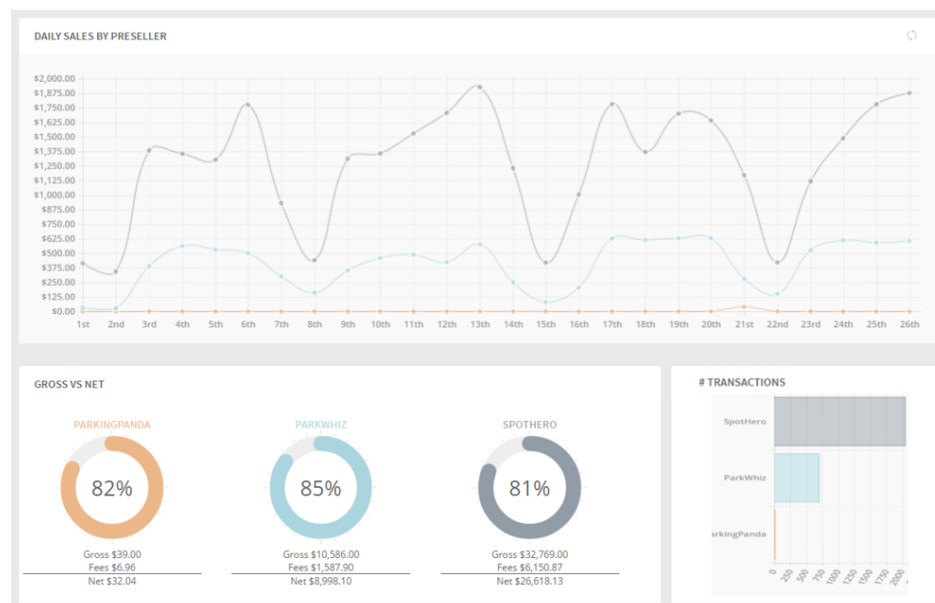
## Software and Reporting

Parkonect provides real data to your fingertips instantly from any PC, smartphone or other Internet-connected device. Our solution includes dashboard, analytics, reporting, logs and other management tools that let your team manage your garage from anywhere, anytime. And all of our reports can be run based on a variety of variables and date ranges so you can hone in on the information you specifically need.

Our cloud-based solution is accessible to all approved users by visiting <https://secure.parkonect.com> and entering in unique user names and passwords. Within our system, we provide for multiple permission levels, thereby allowing management teams the flexibility to determine who sees what information on a customer- or garage-level basis.

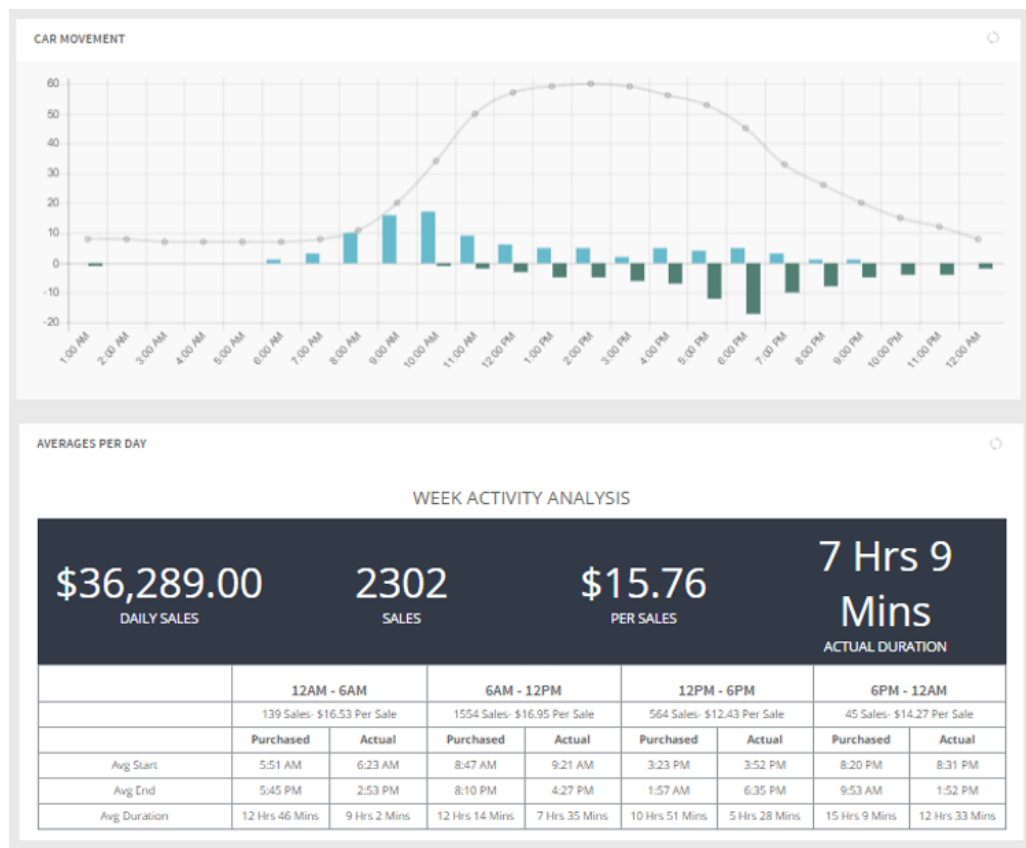
### Key Features:

- **Real-Time Web-Service:** We keep in constant communication with your presale vendors, ensuring pre-sold transactions are captured in our secure databases less than 1 minute from point of sale. We also update them instantly when their parkers check in and out of the garage, allowing your vendors to sell more spaces even if inventory is low. This two-way communication is essential for maximizing your revenue.
- **Aggregated reservation summary, detailed sales and car count reporting** that can be reconciled to the revenues and balance reported individually by your presale vendors.





Presale behavior and occupancy analytics to compare vendor activity on a gross, net, purchased and actual basis with corresponding car movement analysis broken down by week, week day and weekend. In addition, we have reports which detail entry, exit, and net car counts for each hour and broken down by vendor with quick access to the underlying transactional detail for deeper analysis.



- APIs that allow you to push presale results and related presale customer data/ information to other management tools.

- Presale calendar showing aggregated gross, net and transaction sales on simple-to-use and on prospective daily, monthly or custom view basis. With our “One Click” functionality, you can easily see the underlying data by clicking any date shown.

| December - 2016  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Sunday   | Monday   | Tuesday  | Wednesday  | Thursday   | Friday   | Saturday   |
|  |  |  |  | 1<br><b>222</b><br>\$3,195.00 gross<br>\$2,707.77 net  | 2<br><b>221</b><br>\$4,880.00 gross<br>\$4,093.34 net  | 3<br><b>158</b><br>\$3,251.00 gross<br>\$2,711.27 net  |
| 4<br><b>153</b><br>\$2,119.00 gross<br>\$1,782.85 net  | 5<br><b>175</b><br>\$2,395.00 gross<br>\$2,019.91 net  | 6<br><b>194</b><br>\$2,496.00 gross<br>\$2,118.57 net  | 7<br><b>212</b><br>\$2,737.00 gross<br>\$2,298.73 net  | 8<br><b>165</b><br>\$2,589.00 gross<br>\$2,171.94 net  | 9<br><b>248</b><br>\$4,507.00 gross<br>\$3,772.54 net  | 10<br><b>63</b><br>\$1,362.00 gross<br>\$1,133.55 net  |
| 11<br><b>116</b><br>\$1,523.00 gross<br>\$1,286.60 net | 12<br><b>143</b><br>\$1,726.00 gross<br>\$1,459.03 net | 13<br><b>188</b><br>\$2,402.00 gross<br>\$2,020.91 net | 14<br><b>203</b><br>\$2,587.00 gross<br>\$2,179.15 net | 15<br><b>213</b><br>\$2,853.00 gross<br>\$2,398.32 net | 16<br><b>288</b><br>\$5,564.00 gross<br>\$4,650.20 net | 17<br><b>207</b><br>\$4,787.00 gross<br>\$3,904.40 net |
| 18<br><b>175</b><br>\$2,478.00 gross<br>\$2,084.67 net | 19<br><b>205</b><br>\$2,477.00 gross<br>\$2,091.59 net | 20<br><b>247</b><br>\$3,647.00 gross<br>\$3,065.30 net | 21<br><b>270</b><br>\$3,802.00 gross<br>\$3,193.09 net | 22<br><b>338</b><br>\$5,703.00 gross<br>\$4,798.26 net | 23<br><b>277</b><br>\$4,195.00 gross<br>\$3,555.10 net | 24<br><b>107</b><br>\$2,235.00 gross<br>\$1,816.38 net |
| 25<br><b>132</b><br>\$2,604.00 gross<br>\$2,159.73 net | 26<br><b>357</b><br>\$6,586.00 gross<br>\$5,551.12 net | 27<br><b>308</b><br>\$5,963.00 gross<br>\$5,090.96 net | 28<br><b>328</b><br>\$5,601.00 gross<br>\$4,751.49 net | 29<br><b>311</b><br>\$5,616.00 gross<br>\$4,710.06 net | 30<br><b>356</b><br>\$6,119.00 gross<br>\$5,156.81 net | 31<br><b>365</b><br>\$9,727.00 gross<br>\$7,974.91 net |

- Transparency and Control: Our APIs have controls that restrict and report on changes made by vendors on reservations they have sold at your garage. Unlike other PARCS vendors that just accept reservations and let parkers in and out of your garage, Parkonect reports to you on a transactional level if any of the presales at your garage have been adjusted... either starting time, end time or price/fees and when the adjustment occurred. More so, we give you a full report on all reservation cancellations. This combined transparency allows you to know what’s happening at your garage and allows you the *true* ability to reconcile presale revenues against the monthly statements provided by these vendors.
- And More:
  - Early Entry Module: Our software provides various options for handling early arrivals, including early arrival grace periods, early entry rate tables and manual rate charging. In all cases, the system will expedite getting the customer into the garage while still informing them of any additional charges.
  - Real Time Rate Pushing and Gate Vending: Our cloud-based system allows for real-time rate pushing and loop-sensed remote gate vending. Your on- or off-site service team can instantly send a lost ticket or other rate to our exit station to collect from patrons who have either lost their ticket or need other rate related assistance. Alternatively, they can manually vend a gate in a controlled manner: every manual vend is reported

to a log that includes the user who performed the gate vend and their reason for doing so.

- Manual log-in/out Report: All transactions that are manually entered into the Parkonect software require a reason code. This report details the transaction ID, associated entry and exit times, reason code and the User ID who entered the transaction.
- Revenue by Rate and Credit Card Collections Reporting: These report breaks down all collected credit card sales as well as revenue by rate bands, with supporting transactional detail on a date range basis.
- iPhone and Android based monthly credentials: We can create custom tailored and branded credentials for your monthly parkers that can be used on both iPhone's Passbook and Android's PassWallet. This feature carries an additional monthly fee of \$19.95 for up to 500 active passes.

Here are examples of the monthly passes Parkonect has made for SP+:



*iPhone Passbook*



*Credit Card Style*



*Key-chain*

## Remote Center

Parkonect's remote center module is a one-stop-shop for managing your facility. The aggregated data allows Customer Care Agents to know who is coming to the garage, who is in the garage, who has left the garage, the status of monthly users, and each and every "error" or "failed" scan attempt—all the necessary data to manage off-site as well as determine how many spaces are still needed to meet your pre-sale obligations. Not only can reservation data be sorted for quick customer service (order ID, name, email, transaction date, third-party vendor, garage, monthly account, etc.), we provide remote users the ability to log individual patrons in and out of the system when these patrons don't have their actual reservation on hand.

## PCI Compliance and Data Security

We take all reasonable precautions to keep your information safe, secure, and PCI-compliant. Most importantly, we use ID Tech encrypted credit card readers, we store NO credit card data and our software is 100% PCI-compliant through the Nelix TransAx Gateway.

Our state-of-the-art redundant server cluster is professionally hosted and managed. Because we insist on superior redundancy, if one or more disk, power supply, fan or server fails, even if an entire building loses power, nothing will be lost and the system will not go down.

## Proposal

Attached are hardware quotes for 5 Birmingham, MI garages individually, as well as a summary quote with a special discount applied. Please note the web-based software that runs the Parkonect solution is provided to you under a Master Subscription and Licensing Agreement which carries a monthly charge, as shown on the sample pricing. Our hardware comes with a 1-year warranty that covers defects in materials and workmanship and includes all parts and labor for the internal operations of the hardware. If service is necessary, replacement hardware can be shipped to the site or overnight swap made available. An extended warranty can be provided starting at \$600 per P4 per year.

As always, please feel free to call me with any questions.



**Peter Madjarov – Sales**

**Cell 224.619.2717**

## Exhibit A - How Parkonect Works, in Simple Terms

Entry. Our hardware in the garage is connected to the Internet and stands ready to accept a barcode. When a parking patron arrives at the entrance lane, the equipment says *"Welcome to [Your Garage]"* and repeats the words *"Please Scan Below"*. Once a patron scans their barcode, which is easily identifiable because of the red flashing lights on our hardware's scanner, the hardware:

- Verifies a vehicle is present
  - When a vehicle is not detected, the screen will say "No Vehicle Present" and return to the start screen.
- After confirming the vehicle is present, the read barcode is verified to ensure it corresponds to:
  - An unrestricted time period
  - There are no "open" tickets with the same barcode
  - The barcode is not in violation of "passback"
- Upon successful verification, the hardware:
  - Displays the message *"Thank You... Gate Opening"* and sends a signal to vend the gate.
  - If the patron is early for a reservation, the equipment sounds an alarm and displays the message *"Early Entry Fee of \$[x] is Due at Exit"* and sends a signal to vend the gate.
  - Records a virtual ticket that includes the barcode number, date and time of entry on our cloud-based software
- Upon unsuccessful verification, a warning tone will sound and the screen will display the message *"error... please press help button"* and does not vend the gate.

Unsuccessful verification includes:

- Out of range barcode number
- A barcode number that has been disabled
- A barcode number with an open balance due
- A restricted time period.

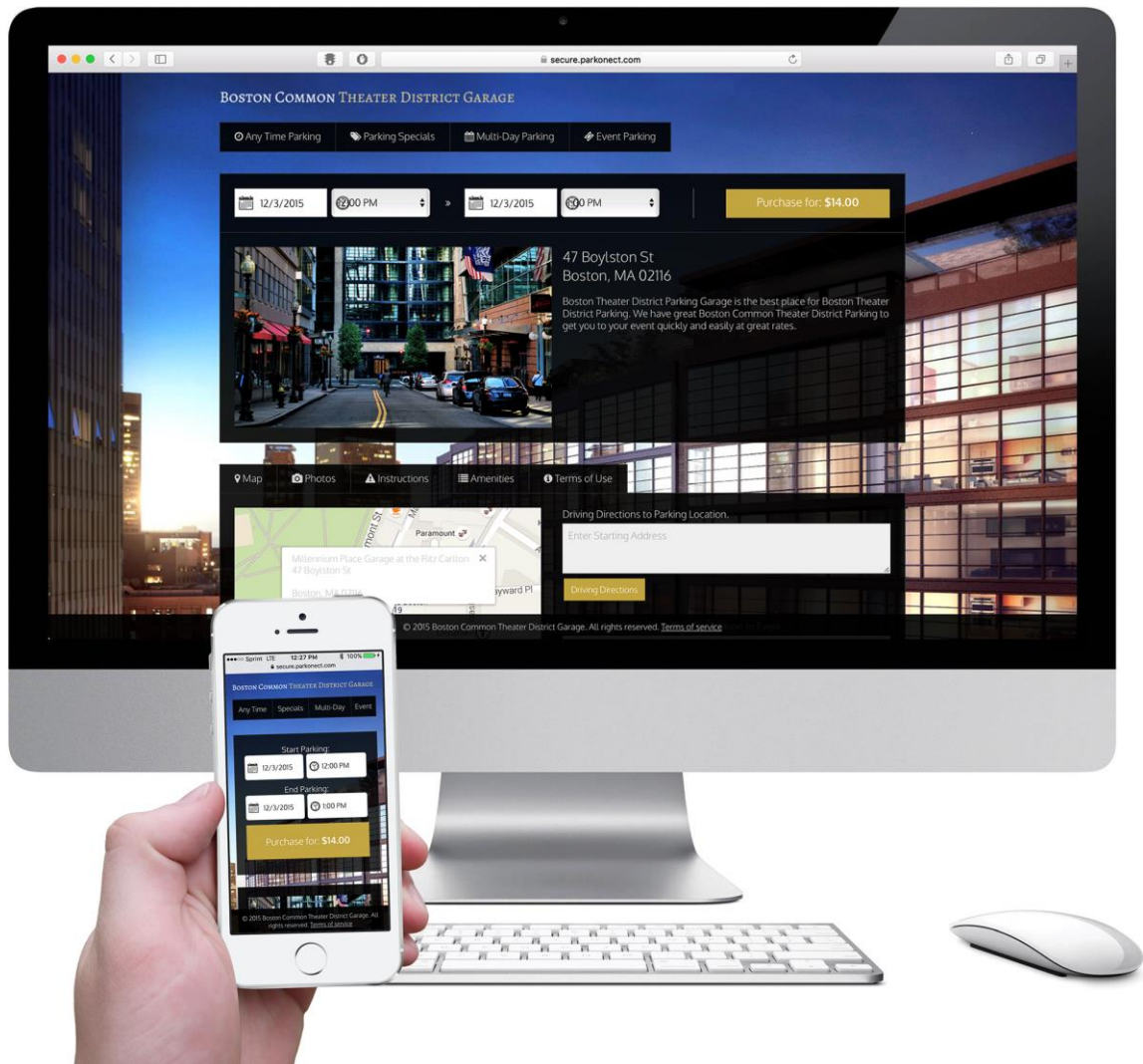
Exit. Similar to "Entry", our hardware stands ready to accept a barcode. When the patron arrives at the exit lane, the hardware displays *"Thank you for Parking at [Your Garage]"* and repeats the words "Please Scan Below". Once a patron scans their barcode at the red flashing, the hardware:

- Verifies the vehicle is present and works as mentioned above.

- Reads and correlates the barcode to the virtual ticket that was created at entry and calculates the duration of stay between the entry time and the exit time (and checks for early entry fee, if applicable).
- At certain facilities, users will be given the ability to scan a validation before final payment is calculated. Similarly, a barcode can correspond to a “programmed” validation (i.e. heath club user) or pre-paid period within the system (i.e. Spothero, ParkWhiz, other). In either of these instances, the associated validation period is deducted from the duration to calculate the net duration.
  - If the net duration is zero or less (or an unrestricted monthly account where no calculation is necessary):
    - The virtual ticket is closed in the cloud-based software
    - The gate will vend and displays the message “*Thank You... Gate Opening*”
  - If the net duration is greater than zero:
    - The overage time will be compared to the rate table in effect for the day that on the system and the amount due will be determined and displayed on screen.
      - If the transaction included an early entry fee, this will be added to the overage fee and the gross fee will be displayed.
    - The patron will be require to swipe their credit card to satisfy payment.
    - Upon successful completion of the credit card transaction,
      - The screen displays “Transaction approved, Thank You... Gate Opening”
      - The virtual ticket is closed and the gate is vended
- Any unsuccessful verifications at exit will result in a warning tone sound sounding and the screen displaying the message “*error... please press help button*” and the gate remains closed.
- Unsuccessful verification includes:
  - Unknown barcode number
  - A barcode number that has been disabled
  - An uncompleted credit card transaction.

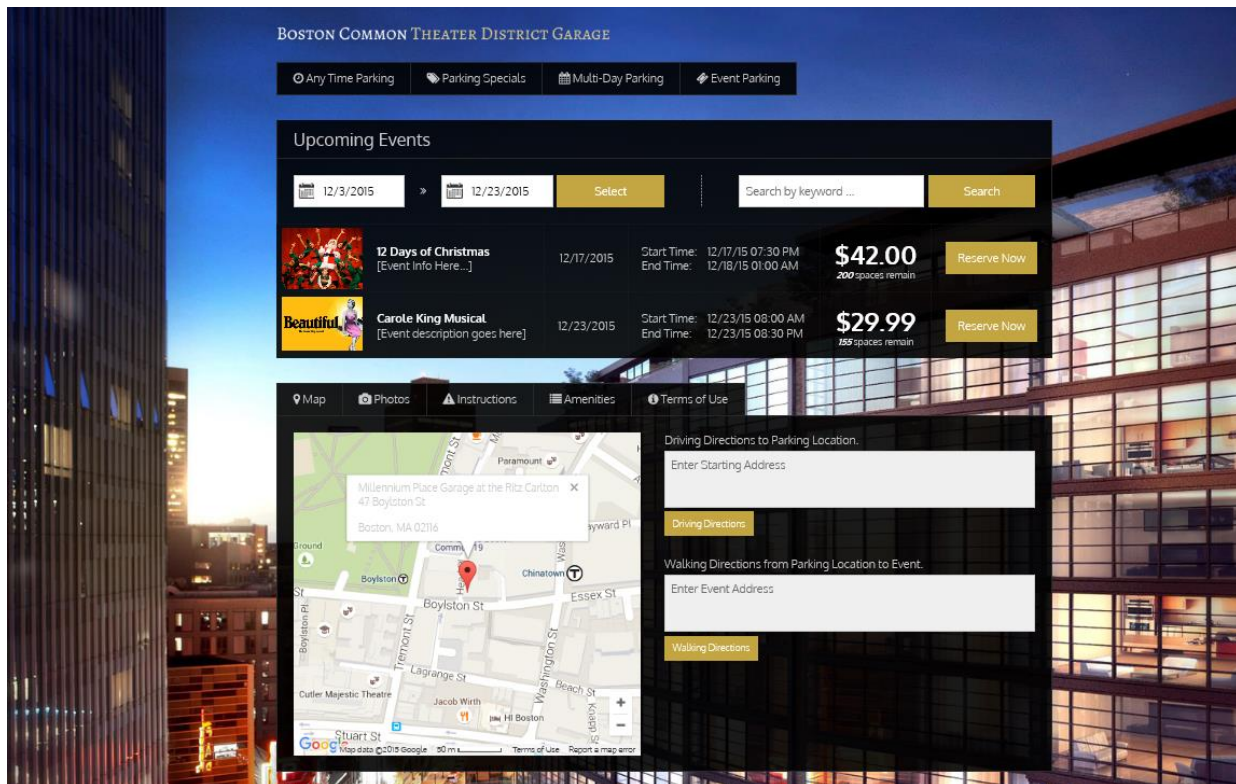
It is important to note, the Parkonect system *does not accept cash*.

## Exhibit B – Responsive Reservation System





## Exhibit C – Reservation System – Event Page (Example)







# **Mi-T-M Price Quotation**

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[www.spplus.com](http://www.spplus.com)



50 Mi-T-M Drive • P.O. Box 50 • Peosta, Iowa 52068  
 Phone: 800-367-6486 • Fax: 563-556-1235 • www.mitm.com

## Price Quotation

Date: February 20, 2019  
 Prepared For: Jay O'Dell  
 SP Plus Corporation  
 Project Name: **Recovery Trailer quote**  
 Prepared by: Aaron Auger

| Qty.                         | Part Number      | Description of Goods Quoted  | Price | Extended           |
|------------------------------|------------------|--|-------|--------------------|
| 1                            | Recovery Trailer | 5' x 8' Recovery trailer will include:<br>-HDS 3505 1H6G hot water pressure washer. 3000 psi, 5 gpm, 180 degree max temp. Hour meter, Adjustable unloader (3500 psi max, 2000 psi min.) Clutch drive option, larger alternator.<br>- 300 gallon water storage tank. Metal cage for added protection.<br>-PWR-10-0ME1 vacuum recovery system. Includes 10 micron carbon steel filter, upgraded sump pump, fittings and vacuum hose to accommodate higher temperatures.<br>- Dual hose reels. High pressure hose to include 100' of 3/8" hose. Garden hose includes 50' of 3/4" hose.<br>-Surface cleaners. Package will include 1, 21" vacuum recovery surface cleaner, capable of recovering water.<br>Trailer includes all plumbing, connections and fittings needed to run the system. Unit will be ready to go, just add water. |       | \$23,666.41        |
| <b>SUBTOTAL</b>              |                  |  |       | \$23,666.41        |
| Shipping(est.to Detroit, MI) |                  |  |       | \$1,500.00         |
| <b>TOTAL</b>                 |                  |  |       | <b>\$25,166.41</b> |

**Terms:**    \* Shipping is F.O.B. Peosta, IA (the Factory)  
               \* Payment: NET 30 days

\* Prices Valid for 30 Days  
 \* Taxes Not Included



# **Pickup Truck Price Quotation**

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Customer Name **Alanzo A**

Address

, MI

Email Address

Stock # **TF9T156424**

VIN **2GC2KREG1K1156424**

Deal Date **02/21/19 2:11PM**

Home Phone **(313) 568-5714**

Work Phone **(313) 568-5714**

Cell Phone **(313) 568-5714**

Salesperson **Ryan Belleperche**

Year **2019** Make **Chevrolet** Model **Silverado 2500HD** Trim **4WD Double Cab 158.1...** Odometer **2**

**Trade Vehicles** Trade Value:

Trade Detail not available.

### Payment Options

**Cash Deal**

| Cash Deal Amount |
|------------------|
| 40,301.14        |

### Loan Details

|                            |           |                  |
|----------------------------|-----------|------------------|
| Market Value               | \$        | 43,225.00        |
| Rebate                     | \$        | 5,800.00         |
| Accessories                | \$        |                  |
| Adj. Sales Price           | \$        | 37,425.00        |
| Trade Value                | \$        |                  |
| <b>Sales Sub Total</b>     | <b>\$</b> | <b>37,425.00</b> |
| Tax                        | \$        | 2,608.14         |
| Doc Fee                    | \$        | 220.00           |
| Fees                       | \$        | 48.00            |
| Trade Balance              | \$        |                  |
| <b>Net Sale Price</b>      | <b>\$</b> | <b>40,301.14</b> |
| Non Tax Value Adds Balance | \$        |                  |
| Cash Down                  | \$        |                  |
| <b>Amount Financed</b>     | <b>\$</b> | <b>40,301.14</b> |
| Days to First Payment      |           | 30               |

### Value Adds (included in cost)

#### Extended Service Contract

PORTFOLIO \$ 0.00

#### Gap Protection

PORTFOLIO \$ 0.00

#### Maintenance Product

**Value Adds Total** \$ **0.00** FELDMAN CARE \$ 0.00

With Approved Credit. Programs subject to change.

Prepared by Eric Moi

Generated by DealerSocket

02/21/2019

### Payment Option

Loan/Lease

Desired Payment \$

Cash Down \$

☐ Customer's Signature

☐ Manager's Signature



# Legal Exceptions

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## Legal Exceptions

**SP+**'s legal and insurance departments have carefully reviewed this Request for Proposal. We have summarized suggested changes and exceptions to the RFP specifications below. We will work closely with the City of Birmingham to resolve the items listed below. We are also confident that if awarded this contract, we can come to an agreement that satisfies both parties.

- + **Operating Advance.** If the final contract requires **SP+** to deposit parking funds in City's bank account, **SP+** would propose a one-time operating advance equal to 2-months' worth of operating expenses.
- + **Security** (Page 14, 19). We understand this section to be an outline of the parking enforcement that is provided in the parking facilities and not actual "security guards". If **SP+** is responsible for supplying "security guards", **SP+** will subcontract out this service.
- + **Client's "Sole" Negligence.** **SP+**'s indemnity excludes only liability caused by the client's sole negligence. **SP+** takes exception to this language and proposing that **SP+**'s indemnity exclude liability to the extent caused by the client's negligence or willful misconduct.

+ integrity + technology + innovation + initiative + knowledge + creativity



**Nicole Hankins**  
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**Katherine Burch**  
Regional Manager  
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[kburch@spplus.com](mailto:kburch@spplus.com)

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Exhibit “A”

Location Listing  
City of Birmingham, Michigan  
Parking Structures

1. Pierce Street Parking Structure – 333 Pierce Street, Birmingham, MI 48067
2. Park Street Parking Structure – 333 Park Street, Birmingham, MI 48067
3. North Old Woodward Parking Structure – 333 North Old Woodward, Birmingham, MI 48067
4. Chester Street Parking Structure – 180 Chester Street, Birmingham, MI 48067
5. Peabody Street Parking Structure – 222 Peabody Street, Birmingham, MI 48067



## Exhibit "B"

City of Birmingham, Michigan  
Off-Street Parking System  
Key Performance Indicators



| Key Performance Indicators           | Weight | Goal            | Possible QTR Earnings | Possible YR Earnings | Q1 Result % | Q2 Result % | Q3 Result % | Q4 Result % | Comments   |
|--------------------------------------|--------|-----------------|-----------------------|----------------------|-------------|-------------|-------------|-------------|--|
| <b>Facility Operations</b>           |        |                 |                       |                      |             |             |             |             |  |
|                                      | 66%    |                 |                       |                      | 0%          | 0%          | 0%          | 0%          |  |
| Cleanliness                          | 30%    | 92%             | \$ 1,743.75           | \$ 6,975.00          |             |             |             |             | Quarterly facility report delivered to City, goal of 92% or better.  |
| Equipment Downtime                   | 15%    | < 8 hours       | \$ 871.88             | \$ 3,487.50          |             |             |             |             | Access control equipment problems identified and plan of action in place within 8 hours  |
| Technology/Operations                | 10%    | On-going        | \$ 581.25             | \$ 2,325.00          |             |             |             |             | Continuously work on process improvements and technology upgrades.   |
| Potential Totals                     | 66%    |                 | \$ 3,196.88           | \$ 12,787.50         |             |             |             |             |  |
| <b>Patron Relations/Satisfaction</b> |        |                 |                       |                      |             |             |             |             |  |
|                                      | 30%    |                 |                       |                      | 0%          | 0%          | 0%          | 0%          |  |
| Customer Service/Safety Training     | 10%    | On-going        | \$ 581.25             | \$ 2,325.00          |             |             |             |             | All staff to complete quarterly and annual training  |
| Intercom Response Time (RMS)         | 15%    | 95%             | \$ 871.88             | \$ 3,487.50          |             |             |             |             | 95% of intercom calls to be answered in less than 3 minutes  |
| Quarterly Independent Audit          | 5%     | Quarterly       | \$ 290.63             | \$ 1,162.50          |             |             |             |             | Quarterly Audit to be performed by independent auditor - to be based on SP+ internal audit process   |
| Potential Totals                     | 30%    |                 | \$ 1,743.75           | \$ 6,975.00          |             |             |             |             |  |
| <b>Fiduciary Performance</b>         |        |                 |                       |                      |             |             |             |             |  |
|                                      | 16%    |                 |                       |                      | 0%          | 0%          | 0%          | 0%          |  |
| Budget / AR                          | 5%     | Monthly by 15th | \$ 290.63             | \$ 1,162.50          |             |             |             |             | Budget variance less than 5% for controllable line items. Controllables to be identified. % of AR over 60 days less than 5% of current billing. Report to be ran the first day of the billing cycle. |
| Card Audits                          | 5%     | Monthly by 15th | \$ 290.63             | \$ 1,162.50          |             |             |             |             | Provide Card Audit results monthly   |
| Monthly Reporting                    | 5%     | Monthly by 15th | \$ 290.63             | \$ 1,162.50          |             |             |             |             | Provide accurate and timely monthly financial report   |
| Potential Totals                     | 16%    |                 | \$ 871.88             | \$ 3,487.50          |             |             |             |             |  |
| <b>Grand Totals</b>                  |        |                 |                       |                      |             |             |             |             |  |
|                                      | 100%   |                 | \$ 5,812.50           | \$ 23,250.00         |             |             |             |             |  |

KPI - Facility Operations - Maintenance Checklist (5) (2)

All Locations Combined

| Cleanliness                                      |        | Weight<br>50 points | Condition |         | Combined<br>Score | Average<br>Score |
|--|--------|---------------------|-----------|---------|-------------------|------------------|
|  | Freq.* |                     | Good      | Poor    |                   |                  |
| Sweeping - common areas & curbs                  | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Trash cans                                       | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Elevator - floors,walls,glass & frames           | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Stairs - floors, windows & frames                | W      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Lobby, Office - floors & windows                 | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Wash parking floors                              | Y      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Parking control equipment                        | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Graffiti Removal                                 | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Store rooms/bathrooms - floors, fixtures & walls | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Garage office - floors, windows                  | M      | 5 points            | Good = 5  | Poor =0 |                   | 0                |

Totals: 0 0

| Signs (Graphics) |        | Weight<br>25 points | Condition |         | Combined<br>Score | Average<br>Score |
|------------------|--------|---------------------|-----------|---------|-------------------|------------------|
|                  | Freq.* |                     | Good      | Poor    |                   |                  |
| In Place         | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Clean            | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Visible          | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Legible          | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |
| Illuminated      | D      | 5 points            | Good = 5  | Poor =0 |                   | 0                |

Totals: 0 0

| Painting                   |        | Weight<br>10 points | Condition |         | Combined<br>Score | Average<br>Score |
|----------------------------|--------|---------------------|-----------|---------|-------------------|------------------|
|                            | Freq.* |                     | Good      | Poor    |                   |                  |
| Doors & door frames        | Y      | 2 points            | Good = 2  | Poor =0 |                   | 0                |
| Handrails & Guardrails     | Y      | 2 points            | Good = 2  | Poor =0 |                   | 0                |
| Pipe guards, exposed pipes | Y      | 2 points            | Good = 2  | Poor =0 |                   | 0                |
| Walls                      | Y      | 2 points            | Good = 2  | Poor =0 |                   | 0                |
| Curbs                      | Y      | 2 points            | Good = 2  | Poor =0 |                   | 0                |

Totals: 0 0

| Parking Equipment          |        | Weight<br>10 points | Condition |         | Combined<br>Score | Average<br>Score |
|----------------------------|--------|---------------------|-----------|---------|-------------------|------------------|
|                            | Freq.* |                     | Good      | Poor    |                   |                  |
| Check for proper operation | D      | 5 Points            | Good = 5  | Poor =0 |                   | 0                |
| Gate Arms and Padding      | D      | 5 Points            | Good = 5  | Poor =0 |                   | 0                |

Totals: 0 0

| Electrical System                     |        | Weight<br>5 points | Condition |         | Combined<br>Score | Average<br>Score |
|---------------------------------------|--------|--------------------|-----------|---------|-------------------|------------------|
|                                       | Freq.* |                    | Good      | Poor    |                   |                  |
| Check light fixtures (clean & bright) | D      | 3 Points           | Good = 3  | Poor =0 |                   | 0                |
| Exit lights (clean & bright)          | D      | 1 Points           | Good = 1  | Poor =0 |                   | 0                |
| Emergency lights                      | M      | 1 Points           | Good = 1  | Poor =0 |                   | 0                |

Totals: 0 0

AVERAGE TOTAL SCORE: 0

D - Daily Task  
W-Weekly Task  
M-Monthly  
Y-Yearly

Exhibit “C”

*(Description of the Equipment)*

1. Hot water power washer
2. Trailer
3. Full size pickup truck

4. Exhibit “D”

Mobile Parking Application Statement of Work

# City of Birmingham

Mobile Application Enhancements Proposal  
Version 1.1



## 1. Version

| Version | Date     | Author       | Description                         |
|---------|----------|--------------|-------------------------------------|
| 1.0     | 05/24/19 | Greg Pearson | Initial Draft                       |
| 1.1     | 06/05/19 | Greg Pearson | Modified Project Scope and Delivery |
|         |          |              |                                     |
|         |          |              |                                     |

## 2. Abbreviation / Terms

| Abbreviation      | Description   |
|-------------------|---|
| PARCS             | Parking Access Revenue Control System                     |
| epFinder          | SP+ mobile application available for iOS and Android      |
| Insight Analytics | SP+ client web dashboard for reporting and trend analysis |
| SaaS              | Software as a service                                     |

## 3. Summary

The City of Birmingham is looking to provide customers and employees access to a mobile parking application for parking related information as well as access to improved data analytics. This proposal is to provide the existing SP+ epFinder mobile application with shuttle route information and provide access to our Insight Analytics portal for dashboard and analysis.

## 4. Project Scope

SP+ will provide the City of Birmingham access to an extended white labeled version of the epFinder mobile application and access to the Insight Analytics platform.

## 5. Project Approach

In order to provide the epFinder and Insight Analytics platform, SP+ must establish direct communication with the PARCS system at each of the parking locations. This process will be coordinated and managed by SP+ with each of the PARCS vendor, local resellers and/or network providers. In addition, SP+ will extend the epFinder application to provide shuttle route information for the City of Birmingham.

## 6. Project Scope

Based on the meetings to-date, the scope of work is defined as:

| Provide Direct Integration to PARCS Equipment   |   |
|---|---|
| SP+ has worked with many of the PARCS manufactures to capture transaction detail and occupancy data near real-time. The proprietary technology resides at the local PARCS machine and communicates directly with the SP+ cloud data infrastructure where we then process it into meaningful and actionable information. This is a multi-step process that has a PARCS vendor costs and requires coordination. The steps are outline below in order to enable data communication with the PARCS machine. |   |
| PARCS Data Access   | Work with PARCS vendor or local reseller to install needed components to provide SP+ access to the data |
| Remote Access   | Provide remote access to each of the machines running PARCS system                                      |
| Network Access  | Coordinate with network provider to:  |

|   |   |
|---|---|
|   | <ul style="list-style-type: none"> <li>• Obtain static IP address</li> <li>• Open necessary ports</li> <li>• Validate network communication</li> </ul>  |
| Service Broker  | Install SP+ service broker on local PARCS system to <ul style="list-style-type: none"> <li>• Access transactional and occupancy data</li> <li>• Capture transactional and occupancy data</li> <li>• Encapsulate into a message string</li> <li>• Encrypt message string</li> <li>• Send data to SP+ centralized cloud repository</li> </ul> |
| Data Flow Validation  | Confirm data communication flow is working and complete   |
| Occupancy Validation  | Work with local SP+ team on car counts to validate occupancy assumptions and calculations   |
| Transaction Validation  | Work with local SP+ team on transaction counts and revenue assumptions to match PARCS reporting   |
| Occupancy Reset   | Provide local SP+ team ability to reset number of cars on lots in order to adjust occupancy percentage and available spaces   |
| <b>Provide Mobile Parking Application for iOS and Android</b>   |   |
| SP+ will provide the City of Birmingham a branded version of our existing epFinder mobile application for parking related information for both iOS and Android based devices. The mobile application will provide the following features. |   |
| Client Locations  | Provide list of client locations or accepted locations only   |
| Location Information  | Provide location information: <ul style="list-style-type: none"> <li>• Location Name</li> <li>• Address</li> <li>• Hours of Operations</li> <li>• Amenities</li> <li>• Other Information</li> </ul>   |
| Map View  | Provide map view of locations: <ul style="list-style-type: none"> <li>• Show each location based on latitude and longitude with a pin</li> <li>• Color code each pin based on current occupancy information</li> </ul>  |
| List View   | Provide list view of locations: <ul style="list-style-type: none"> <li>• Show locations within small cards</li> <li>• Show picture of location</li> <li>• Show current stats on location availability</li> </ul>  |
| Occupancy   | Provide current occupancy percentage of location  |
| Availability  | Provide current number of spaces still available  |
| Expected Full Time  | Provide a calculated full time for the location   |
| Favorites   | Allow user to save a location as a favorite   |
| Sorting   | Allow user to sort list view by: <ul style="list-style-type: none"> <li>• Proximity</li> <li>• Availability</li> <li>• Favorites</li> </ul>   |
| Shuttle Routes  | Partner with Ride-Systems to integrate shuttle information <ul style="list-style-type: none"> <li>• Routes</li> <li>• Stops</li> <li>• Current Shuttle Location</li> <li>• Estimated Arrival Times</li> </ul>   |
| <b>Provide Insight Analytics</b>  |   |

|   |  |
|---|--|
| SP+ INSIGHT Analytics provides operations teams and clients access to information to make better decisions enabling improved revenues and overall efficiencies. The platform provides INSIGHT into the performance of the client's portfolio. |  |
| Parking Analytics   | PARCS integrated dashboard that provides: <ul style="list-style-type: none"> <li>• Home Page</li> <li>• Day of Week</li> <li>• Daily</li> <li>• Monthly Trend</li> <li>• Payment Types</li> <li>• Parker Movement</li> <li>• Parker Duration</li> <li>• Utilization</li> <li>• Per Space</li> <li>• Ability to Select Specific Dates or Locations</li> </ul> |
| Occupancy   | PARCS integrated dashboard that provides: <ul style="list-style-type: none"> <li>• Current Occupancy by Hour</li> <li>• Parker Entry and Exits</li> <li>• Net Parker Movement</li> <li>• Ability to Select Prior Days or Specific Locations</li> </ul>   |
| Remote Management   | Remote Management location dashboard that provides: <ul style="list-style-type: none"> <li>• Home Page</li> <li>• Hourly</li> <li>• Day of Week</li> <li>• Daily</li> <li>• Month Trend</li> <li>• Detail</li> <li>• Type</li> <li>• Reason</li> </ul>   |

## 7. Project Development Assumptions

1. The mobile application will be designed to work on iOS and Android based devices only. Given the number of variations in version and phones, SP+ will support 2 generations backwards. SP+ will be the account provider for the application and will own all source code.
2. The Insight Analytics website are designed to be used across a wide range of browsers including: Firefox, Chrome, Safari and Internet Explorer. The website is tested on Windows 10 and Apple OSX. It will also be developed using the latest technology available but may not be backwards compatible to older web browser versions.
3. The Insight Analytics website will be hosted by SP+ and will follow all of the standard maintenance protocols to include weekly server maintenance, server operating system upgrades, daily server and database backups and installation of antivirus updates. It is offered as a SaaS model.
4. Project management, communications and tracking will be primarily handled through email or phone. Changes to scope of the website will need to be reviewed and approved by all parties involved.

## 8. Delivery Schedule

All efforts will be made to deliver this project within the timeframe outlined assuming external vendors beyond SP+ control provide necessary support within the project timeline. The project will be managed in a number of sprints with some running concurrently to shorten delivery time.

### PARCS Integration Sprint

| Task  | Duration |
|---|----------|
| Project Kickoff                                   | 1 Day    |
| Location Selection and Vendor Discussions         | 1 Week   |
| Purchase of Data Access from PARCS / Reseller     | 1 Week   |
| Installation of Data Access from PARCS / Reseller | 4 Weeks  |
| Remote Access and Network Routing                 | 2 Weeks  |
| SP+ Broker Service Installation                   | 3 Week   |
| Data Flow Validation                              | 1 Week   |
| Occupancy and Transaction Validation              | 3 Weeks  |
| Total Duration                                    | 12 Weeks |

### epFinder Sprint

| Task                                       | Duration |
|--|----------|
| Project Kickoff                            | 1 Day    |
| Requirements and Design Documents          | 1 Week   |
| Requirements and Design Documents Approval | 1 Week   |
| Development                                | 8 Weeks  |
| Quality Assurance Testing                  | 2 Weeks  |
| User Acceptance Testing                    | 1 Week   |
| Deployment                                 | 1 Weeks  |
| Total                                      | 14 Weeks |

### Insight Analytics Sprint

| Task                          | Duration |
|-------------------------------|----------|
| Project Kickoff               | 1 Day    |
| Client Location Configuration | 1 Week   |
| Client Portfolio Validation   | 3 Days   |
| User Acceptance Testing       | 1 Week   |
| Total                         | 2 Weeks  |

### Civic Smart PARCS Integration Sprint

| Task                                       | Duration |
|--|----------|
| Project Kickoff                            | 1 Day    |
| Requirements and Design Documents          | 1 Week   |
| Requirements and Design Documents Approval | 1 Week   |
| Development                                | 6 Weeks  |
| Quality Assurance Testing                  | 2 Weeks  |
| User Acceptance Testing                    | 1 Week   |
| Deployment                                 | 1 Weeks  |
| Total                                      | 12 Weeks |

The total estimated level of effort is 4 months from start to finish.



The level of effort is as follows:

| Task  | Weeks | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|---|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|
| <b>PARCS Integration Sprint</b>                   |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Project Kickoff                                   | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Location Selection and Vendor Discussions         | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Purchase of Data Access from PARCS / Reseller     | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Installation of Data Access from PARCS / Reseller | 6     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Remote Access and Network Routing                 | 2     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| SP+ Broker Service Installation                   | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Data Flow Validation                              | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Occupancy and Transaction Validation              | 3     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| <b>epFinder Sprint</b>                            |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Project Kickoff                                   | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Requirements and Design Documents                 | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Requirements and Design Documents Approval        | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Development                                       | 8     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Quality Assurance Testing                         | 2     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| User Acceptance Testing                           | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Deployment  | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| <b>Insight Analytics Sprint</b>                   |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Project Kickoff                                   | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Client Location Configuration                     | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Client Portfolio Validation                       | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| User Acceptance Testing                           | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| <b>Civic Smart PARCS Integration</b>              |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Project Kickoff                                   | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Requirements and Design Documents                 | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Requirements and Design Documents Approval        | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Development                                       | 6     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Quality Assurance Testing                         | 2     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| User Acceptance Testing                           | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Deployment  | 1     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |

Events that may delay the final delivery or individual milestone delivery include:

- Delays in receiving approvals
- Delays in receiving feedback and revision notes
- Change in scope or spirit of scope during development
- External vendors not meeting timelines
- Unforeseen technical challenges

## 9. Site Warranty

If anything breaks on the site as documented within this scope document, it will be fixed without any charge. Minor content updates and revisions to the site (design, layout and functionality) within 30 days after launch and completion of the project are also covered free of charge. Any additional functionality or revisions beyond the 30 days will be subject to costs of requirements, design, development and project management at a rate of \$100 per hour and will require a new scope document and approval.

## 10. Assumptions

The following assumptions are being made:

- PARCS local systems support data integration required
- SP+ service broker is available for local PARCS equipment installed

- Civic Smart will provide data extraction capability at reason price point

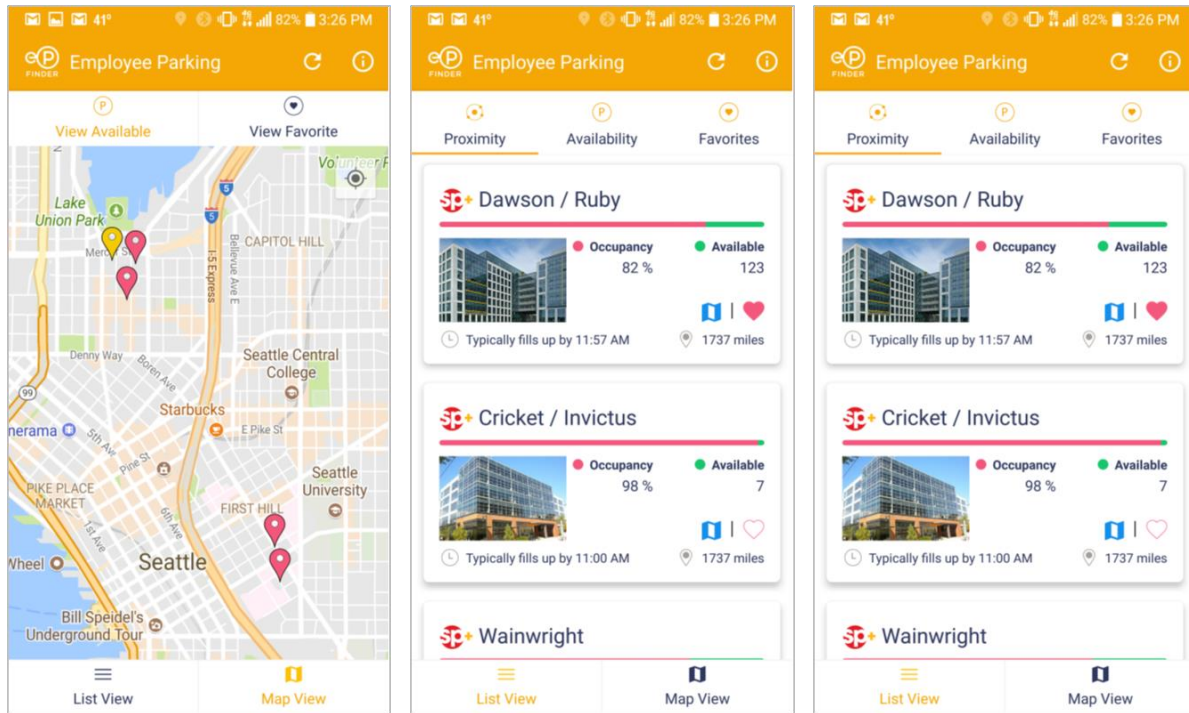
## 11. Project Investment

SP+ will provide a dedicated a team to work with City of Birmingham to deliver the statement of work outlined within this document. The work has been divided into a couple of sprints that can be run in parallel to reduce overall delivery time. Based on the level of effort required to provide City of Birmingham PARCS data integration, mobile parking application and dashboard capability, the total cost is as follows:

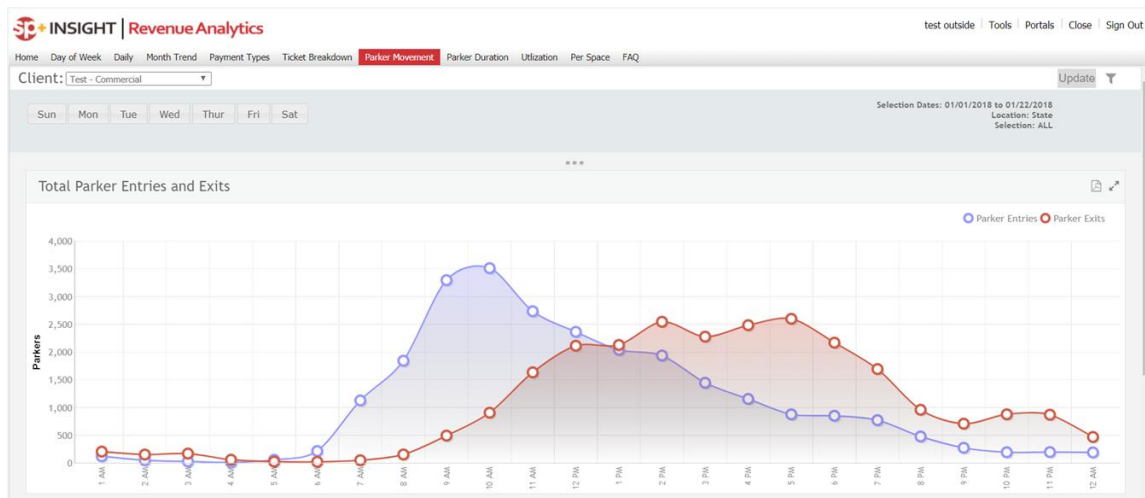
| Item   | Cost                 |
|--|----------------------|
| Implementation, Branding and Client Customization Fee  | \$12,000 one-time    |
| SaaS Model (epFinder / Insight Analytics for current location portfolio) <ul style="list-style-type: none"> <li>• Network Communication and Security</li> <li>• Server Hosting &amp; Licensing</li> <li>• epFinder Application Maintenance Support</li> <li>• PARCS Integration Support</li> <li>• Insight Analytics Access</li> </ul> | \$1,500 per month    |
| SkiData Access Fees*   | \$2,100 per location |
| Civic Smart Access Fees**  | TBD                  |
| * One-time data access that should already have been covered for Smarking integration  |                      |
| ** Pending discussion with vendor on how access and at what cost   |                      |

## 12. Exhibits

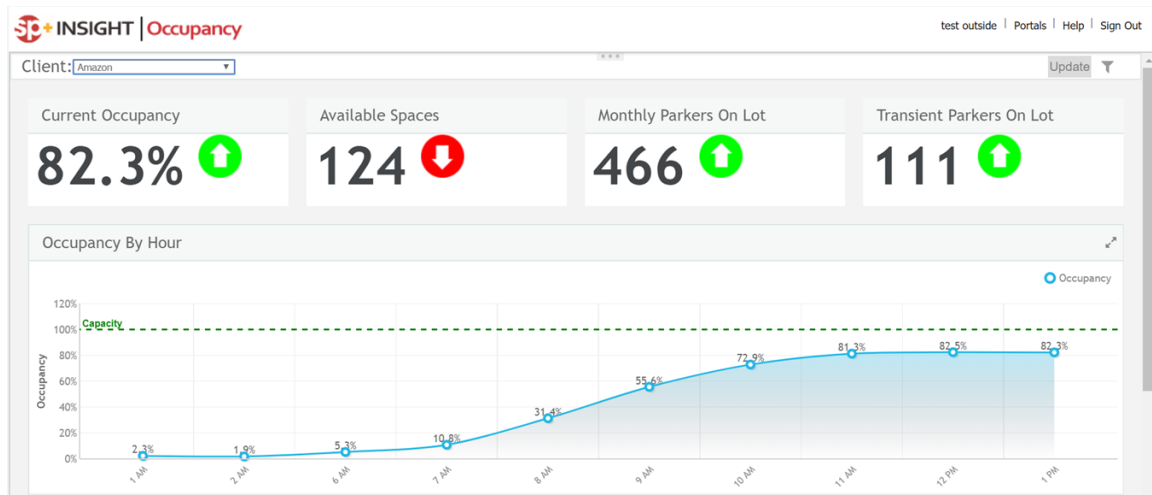
### epFinder Screen Shots:



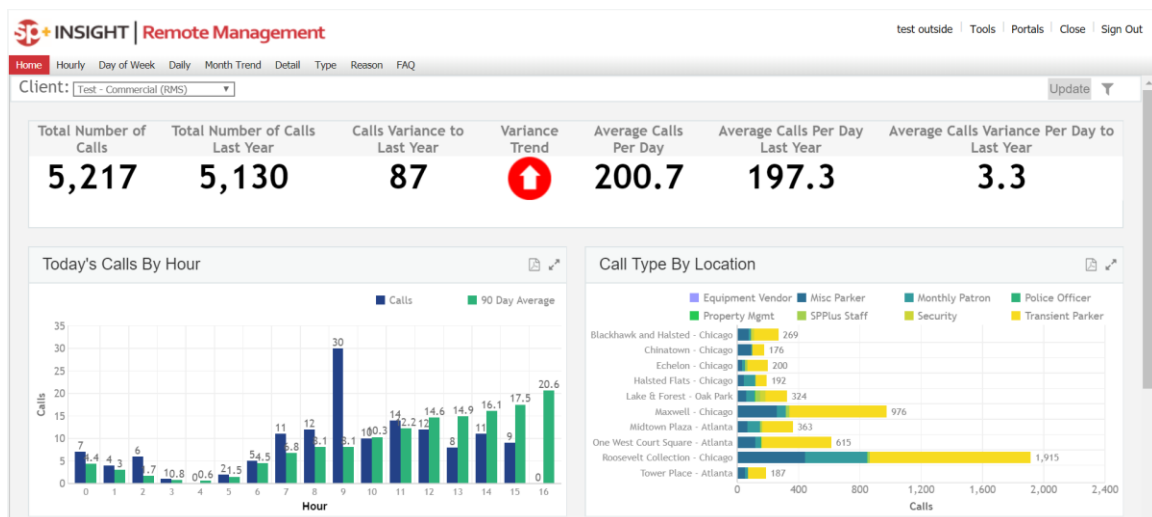
### Insight Parking Analytics Screen Shot:



### Insight Occupancy Screen Shot:



### Insight Remote Management Screen Shot:





## **REQUEST FOR PROPOSALS OFF STREET PARKING MANAGEMENT SERVICES**

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Sealed proposals endorsed **“OFF-STREET PARKING MANAGEMENT SERVICES”**, will be received at Birmingham City Hall, ATTN: Tiffany J. Gunter, 151 Martin Street, Birmingham, Michigan, 48009; until **Friday, March 8, 2019 at 4:00 PM** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or contractors for Off- Street Parking Management Services in downtown Birmingham. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at Birmingham City Hall, 151 Martin Street, Birmingham, Michigan. ATTENTION: City of Birmingham, Assistant City Manager, Tiffany J. Gunter.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City of Birmingham until an agreement has been executed.

|                                  |  |
|----------------------------------|--|
| <b>Submitted to MITN:</b>        | <b>Friday, February 8, 2019</b>  |
| <b>Deadline for Submissions:</b> | <b><u>Friday, March 8, 2019 at 4:00 PM</u></b>   |
| <b>Contact Person:</b>           | Assistant City Manager, Tiffany J. Gunter<br>151 Martin Street<br>Birmingham, MI 48009<br>Phone: 248-530-1827<br>Email: <a href="mailto:tgunter@bhamgov.org">tgunter@bhamgov.org</a> |



## REQUEST FOR PROPOSALS OFF STREET PARKING MANAGEMENT SERVICES

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## **INTRODUCTION**

For purposes of this request for proposals the City of Birmingham will hereby be referred to as “the City” and the private firm or person will hereby be referred to as “Contractor.”

The City is accepting sealed bid proposals from qualified professional firms and/or contractors for Off Street Parking Management Services in downtown Birmingham. This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a Contractor will be completed by May 15, 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the date specified by the City.

## **REQUEST FOR PROPOSALS (RFP)**

The purpose of this RFP is to request sealed bid proposals from contractors presenting their qualifications, capabilities and costs to provide Off Street Parking Management Services in downtown Birmingham.

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than **Friday, March 8, 2019 at 4:00 PM** to:

### **HAND DELIVERED:**

City of Birmingham  
ATTN: Tiffany J. Gunter, Assistant City Manager  
151 Martin Street  
Birmingham, Michigan 48009

### **MAILED:**

City of Birmingham  
ATTN: Tiffany J. Gunter, Assistant City Manager  
151 Martin Street  
Birmingham, Michigan 48009

One (1) original and two (2) copies of the proposal shall be submitted. *Also, include a digital copy of the RFP on a thumb drive in the packet.* The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“Off-Street Parking Management Services”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the contractor. Contractor may submit more than one proposal provided each proposal meets the functional requirements.

## **INSTRUCTIONS TO BIDDERS**

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made via the Michigan Intergovernmental Trade Network (MITN) no later than February 20, 2019 . Such request for clarification shall be answered via MITN, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.



## **DESCRIPTION OF PARKING FACILITIES**

Birmingham's downtown parking system consists of roughly 4,944 publicly-owned spaces, of which 3,423 are contained in five (5) public parking structures, 1,272 are metered, on-street, and 391 are contained in five (5) surface parking lots. Two private, independently run, parking structures are also located in the CBD and additional private parking lots are used by the City on a temporary basis to expand supply and meet pressing demand from permit parkers.

The parking structures are currently operated by SP+, with oversight by the City Manager's Office. On-street parking meters are managed and enforced by the Birmingham Police Department. The overall system is overseen by the City Manager's Office, while a 9-member Advisory Parking Committee meets regularly to address parking issues and make recommendations to the City Commission.

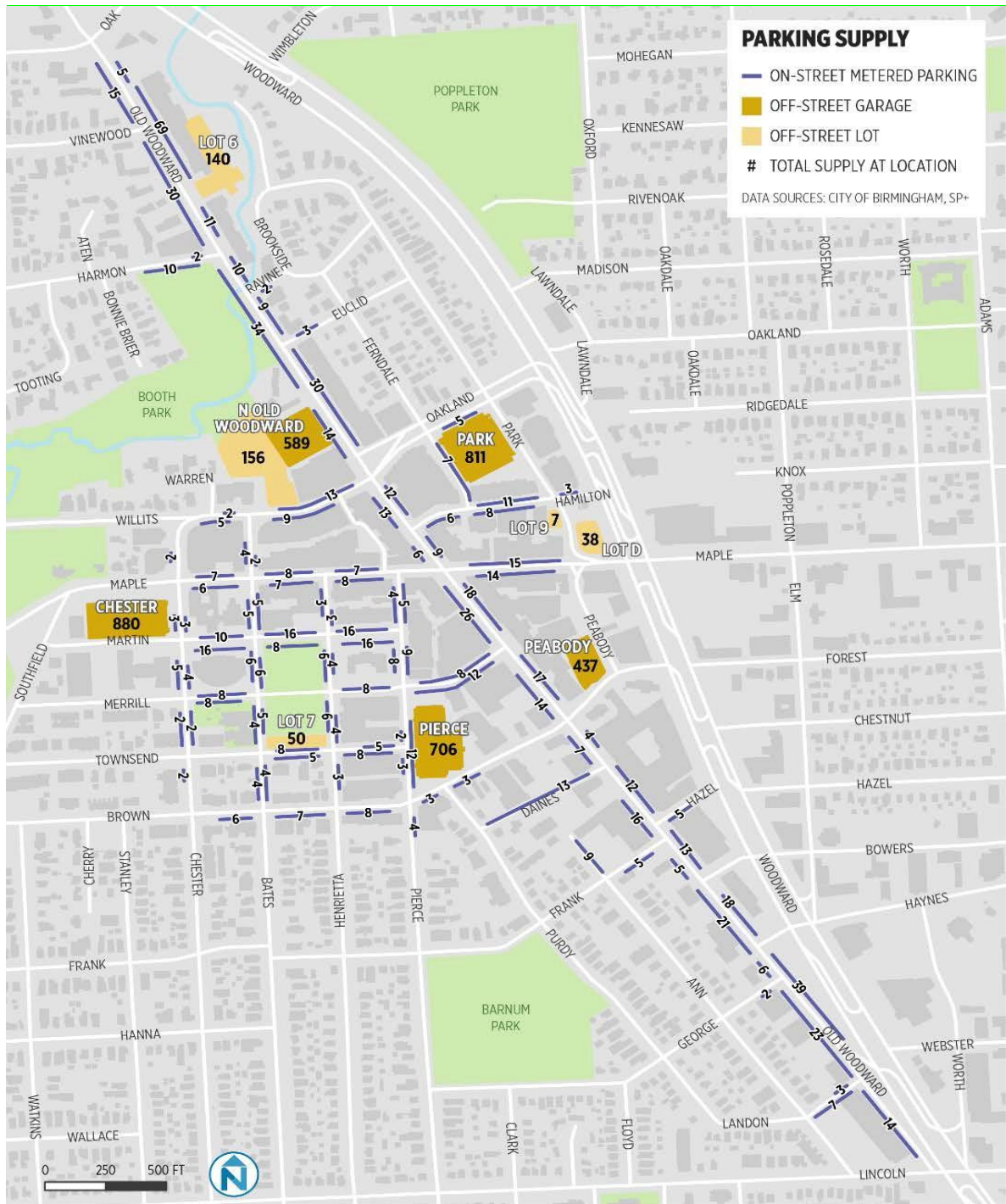
The City system is financed through an Enterprise Fund, which captures all parking revenue, with the exception of citation revenues, which go to the City's General Fund. The Enterprise Fund provides for cost recovery for day-to-day expenses, such as maintenance and operations, as well as capital investments that benefit the system on a long-term basis. Recent upgrades to system infrastructure include new traffic control equipment and Smart Meters throughout the CBD, which provide more payment options, real-time information, and operational efficiencies for both users and the City. New gate technology and signage have been added at all City garages to assist with real-time information and ease of ingress/egress.

Parking demand has been steadily increasing, particularly for long-term/monthly parking, largely due to increased demand from downtown employers and employees and a growing number of mixed-use developments that have added more built space to the downtown market. The recent trend in "open office" workspace configurations, which situate more employees in less building space, has accelerated the increase in parking demand at a pace that has exceeded the provision of new places to park. To manage this increased demand, the City has invested in public valet services, leased private facilities to manage public parking, and initiated a real-time information system to direct drivers to available parking options. The City has also adjusted permit and meter rates and is continually evaluating the technology, operations, and regulations in the parking system to ensure optimal system function and user experience.

## PARKING SUPPLY

Birmingham's downtown parking system consists of roughly 4,944 publicly-owned spaces, of which 3,423 are contained in five (5) public parking structures, 1,272 are metered, on-street, and 391 are contained in five (5) surface parking lots.

### Downtown Parking Supply



## PARKING GARAGES AND SURFACE LOTS

Five parking garages serve downtown Birmingham. At each, nearly half of the available spaces are set aside for hourly/daily parking, and the other half for permit parking. Chester is the largest, with a capacity of 880 spaces, while the Park and Pierce garages each have a capacity in the range of 700-800 spaces. The N. Old Woodward garage has nearly 600 spaces, plus another 156 spaces in an adjacent surface lot. The Peabody garage is the smallest garage in the system, with nearly 450 spaces. Collectively, the downtown garages provide just over 3,400 spaces.

Garage management and regulations generally seek to accommodate permit parkers on the upper levels, allowing for short-term, visitor parking on the lower levels. This is achieved by striping and signing transient parking spaces on the lower levels with white lines and the monthly parking spaces on the upper levels with yellow lines.

Free, 2-hour parking is promoted heavily through Birmingham Shopping District marketing materials and signage throughout downtown, with a goal of freeing up high-turnover on-street spaces and lowering the perception of a lack of available parking for downtown visitors.

The parking system also includes five surface parking lots, containing roughly 391 spaces, a little over half of which are managed as permit parking. The following table provides a summary of these off-street facilities and their respective parking capacities.

**Capacity of Parking System Garages and Surface Lots**

|                          | # of Spaces  |              |              |
|--------------------------|--------------|--------------|--------------|
|                          | Hourly/Daily | Monthly      | Total        |
| <b>Garages</b>           |              |              |              |
| Pierce Garage            | 370          | 336          | 706          |
| Park Garage              | 348          | 463          | 811          |
| Peabody Garage           | 224          | 213          | 437          |
| N. Old Woodward Garage   | 203          | 386          | 589          |
| Chester Garage           | 370          | 510          | 880          |
| <b>All Garages</b>       | <b>1,515</b> | <b>1,908</b> | <b>3,423</b> |
| <b>Lots</b>              |              |              |              |
| N. Old Woodward Lot      | 156          | -            | 156          |
| Lot 6 Regular & Economy* | 62           | 78           | 140          |
| Lot 7                    | 50           |              | 50           |
| Lot 9                    | 7            |              | 7            |
| Lot D                    | -            | 38           | 38           |
| Lot 12 (Leased)          |              | 138          | 138          |
| <b>All Lots</b>          | <b>275</b>   | <b>254</b>   | <b>529</b>   |
| <b>All Off-Street</b>    | <b>1,759</b> | <b>2,253</b> | <b>3,952</b> |

\*Lot 6 is metered and allows for both transient and permit parkers, with 62 spaces reserved for short-term parkers. Lot 6 permit-holders may also park at nearby on-street meters.

## SYSTEM UTILIZATION – PARKING GARAGES

- During the peak lunch period, each of the City's five garages exceeds 90% utilization.
- The Park and Chester garages are at or near capacity (over 95% utilization) during the peak lunch period.
- The total number of parkers in the 5 garages skews in favor of non-permitted parkers, at roughly 57% of the total.
- Of these parkers, 26% are staying between 5 -12 hours (31% of the total for that duration), hinting at the number of commuters parking in the garages without monthly permits.
- The Chester garage is most heavily used by commuters and monthly permit holders, with the vast majority (73%) of users staying between 5 - 12 hours.
- Peabody and Pierce are used most heavily by short-term parkers, staying between 1 -4 hours, but still have a sizable portion (34%) of parkers staying between 5-12 hours.
- Park and N. Old Woodward experience an even distribution of short stay (1-4 hour) and all-day (5-12 hour) parkers.

## HOURS OF OPERATION

The parking garages must be controlled (as per the specifications listed herein) on weekdays, weekends and special events. The Contractor will provide the following minimum hours of operations:

Office Hours: Monday – Saturday 8 AM – 8 PM

Parking Garages: Monday- Saturday 12AM – 12AM (24 Hours)

No operations support: Sundays

Roof Top Valet Services: On call when garage reaches capacity.

## EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of Advisory Parking Committee Members, City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria which will be considered although, not exclusively in determining which firm is hired:

| CRITERIA  | MAXIMUM POINTS |
|---|----------------|
| <b>1. Written Proposal</b>                            | <b>100</b>     |
| a. Qualifications and Experience                      | 10             |
| b. Management Approach: Staffing Operational Plan     | 30             |
| c. Maintenance Plan – Routine, Cosmetic, Preventative | 25             |
| d. Transition Plan                                    | 30             |
| e. Overall organization and clarity of proposal       | 5              |
|   |                |
| <b>2. Costs</b>                                       | <b>50</b>      |
| a. Monthly Management Fee                             | 40             |
| b. As-Needed Services                                 | 10             |
|   |                |
| <b>TOTAL</b>  | <b>150</b>     |

## KEY DATES:

**Submitted to MITN:** Friday, February 8, 2019  
**Deadline for Submissions:** Friday, March 8, 2019 at 4:00 PM

## TERMS AND CONDITIONS:

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested within this RFP.
  - a. Bidder's Agreement (Attachment B)
  - b. Cost Proposal (Attachment C)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
  - d. Agreement (– **only if selected by the City**).

2. Provide a description of completed projects (preferably projects working with municipalities similar to Birmingham) and other businesses that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the tasks set forth in the Scope of Work.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same or similar services included in the Contractor's proposal.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

#### **CITY'S RESPONSIBILITY**

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts.
2. The City will be accessible to the Contractor during regular business hours as approved by the City's designated representative.

#### **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

#### **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

#### **CONTINUATION OF COVERAGE**

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of

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

## **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

## **PROJECT TIMELINE**

February 8, 2019 – RFP RELEASED

March 8, 2019 – BIDS RECEIVED

April 3, 2019 – COMMITTEE RECOMMENDATION TO COMMISSION

May 2019 – CITY COMMISSION TO ACCEPT OR REJECT RECOMMENDATION

May 2019 – CONTRACT EXECUTION (IF APPROVED BY COMMISSION)



## **SCOPE OF WORK**

### CONTRACT TERM

The term of the Operating Agreement shall be for a period of five (5) years with two (2) consecutive one- year options to extend the Operating Agreement exercisable at the City's sole discretion.

### LOCATION OF SERVICES

The City of Birmingham, MI intends to enter into an Agreement with a qualified Contractor to provide parking management and operational services for the five (5) publicly owned parking structures and surface lot facilities in the downtown area. These facilities contain a total of 3,952 parking spaces and are all located in the mainstream of commercial business districts in the Downtown area. The City may include additional off-street parking sites, reduce and/or eliminate current sites at its discretion.

The successful Proposer shall provide all parking management services necessary to manage and maintain day-to-day operations of the City-owned parking facilities as to maximize revenues, while providing the highest standard of professional, courteous, and efficient services based on proven and effective operation and management practices in the parking industry.

### OVERVIEW OF CONTRACTOR RESPONSIBILITIES

Contractor responsibilities include hiring, training, and supervision of parking personnel, contracting security, and janitorial services to maintain City parking facilities in a safe comfortable manner; enter into maintenance contracts and/or hiring firms to repair Garage equipment and premises as needed.

Manage and operate the Facilities in an efficient, competent, expeditious, and courteous manner for the benefit and convenience of the Facilities' patrons and the City, while maximizing revenues and reducing operational costs, in accordance with the rates and charges, rules and regulations and operational procedures established or approved from time to time by the City. Contractor shall handle daily customer service issues with respect to, but not limited to, parking operations' questions, requests for monthly parking, facility parking enforcement questions, area directions, distribution of marketing/promotional materials (with approval of City).

Operate and maintain the Ski-Data Parking Access and Revenue Control System (PARCS) equipment in each garage.

Be responsible for hiring, training, and supervision of parking personnel, revenue collection, security, janitorial services, and equipment maintenance and repair services.

Be responsible for general maintenance, emergency repairs, security and other necessary services at all Facilities during non-business hours.

Contractor will hold account of record for Merchant ID's and be fully responsible for Payment Card (PCI) compliance. Contractor will be responsible for setting up and Maintaining 3rd Party vendor agreements with Credit Card Processing companies for the processing of credit card transactions as stipulated by the City.

Be responsible for collecting and delivering deposits of all parking fees and other revenues of Facilities on a daily basis to the City's designated bank account(s). Deposits shall be in accordance with the City's instructions and the deposit pick- up schedules.

Furnish managerial, supervisory, and line staff to support the parking facilities.

### **MANAGEMENT AND PERSONNEL**

Onsite Manager: Contractor shall assign a full-time, on-site manager who is highly qualified and experienced to supervise the operation effectively and ensure business is conducted in an efficient, competent, expeditious, and courteous manner. This person shall have and maintain certification as a parking professional from an accredited organization such as the National Parking Association (NPA), or the International Parking Institute (IPI). The on-site manager must fully understand the functions of operating parking facilities, be knowledgeable about reporting software and be able to supply accounting and statistical data required of the operation. The on-site manager shall be available during normal operating hours as established by the City.

Onsite Assistant Manager: Contractor shall assign a full-time, on-site assistant manager who is highly qualified and experienced to supervise the operation effectively and ensure business is conducted in an efficient, competent, expeditious, and courteous manner. This person shall fully understand the functions of operating parking facilities, be knowledgeable about reporting software and be able to supply accounting and statistical data required of the operation. The on-site assistant manager shall be available during evening/weekend operating hours as established by the City. The onsite assistant manager must be exclusively assigned only to City of Birmingham parking facility locations during this contract.

Continuity of Key Personnel: The bidder shall be required to identify and contractually assign specific personnel through the successful implementation and completion of the contract. Any changes in onsite personnel from those proposed requires prior written approval of the City of Birmingham. Notwithstanding, the City reserves the right to force a change in the any of the Contractor's assigned personnel, if, in the

City's sole judgment, assigned personnel are not satisfying contractual requirements.

**Other Employees:** Contractor shall provide qualified employees to carry out Contractor's obligations, and shall appoint and retain at all times during the term of this Agreement such employees as may be necessary to manage and operate the Facilities in an efficient, competent, expeditious, and courteous manner. Contractor agrees to establish a system of pre-assignment and in-service training programs, such as operating procedure manuals, scheduled instructional programs and equipment for training employees. Such training programs shall be sufficient in scope to produce the high quality of service required hereunder.

## **REVENUE CONTROL/PROGRAM MANAGEMENT**

The selected Contractor will be required to fulfill obligations with respect to charging, collecting and depositing all parking charges collected during operation of the Facilities.

Merchant ID and Taxpayers ID Accounts: Contractor will hold account of record for Merchant ID's and be fully responsible for Payment Card (PCI) compliance. Contractor will be owner of the Garage's Merchant ID's (MID's) and Tax ID (TID's) accounts and responsible for setting up and maintaining third party vendor agreements with Credit Card Processing companies for processing City of Birmingham Credit Card transactions. All deposits will be deposited into the City's owned banking accounts.

Revenue Collection: Contractor shall be fully responsible for collection of all fees, operation and maintenance of automatic ticket dispensing machines, accounting for all revenue collected during normal operating hours or after-hours according to revenue collection procedures mutually agreed to by the Contractor and the City. Contractor shall collect revenue from members of the general public. The Contractor shall collect and process all cash, check and electronic (credit and debit card) payments, including all transient parking fees, monthly parking fees, and validation revenues due from the users of the Facilities. Contractor may deduct credit-card fees from Gross Revenue. Contractor shall, via electronic transfer, deposit all credit and debit cards end of the day settlements to the City's contracted financial institution within one (1) business day after close of each shift.

PCI Compliance: Contractor shall be responsible for the security of customer information to the most recent Payment Card Industry Data Security Standard (PCI-DSS) as updated by the Payment Card Industry Security Standard Council.

Records: Contractor shall maintain records, books and accounting systems, in the form approved by the City, of transactions related with all business operations. Contractor shall provide to the City an accurate statement or report of daily transactions, including credit card fees, and other reports in such form and cycle required by the City.

Audit Control: Contractor shall conduct on an unannounced basis, an annual comprehensive audit of its cashiers and fee computer receipts and shall report findings to the City. Contractor shall conduct monthly card key reconciliation and provide City with summary report. The City will reserve the right to request at Contractor's expense, an audited financial statement at any time and to audit all financial statements and examine all books, records, documents, and other data related to operation of the Parking Facilities.

Merchant Validation Programs: Manage and promote merchant validation programs at City Facilities. Contractor shall work with the City, or a designated entity, to maintain and provide merchant validation programs at any of the City's Facilities. Contractor may be asked to keep records and submit bills for the number and value of redeemed validations, and produce accurate monthly reports to City. This program shall be managed by Contractor, coordinating its operation with the City or its designated entity in cooperation with merchants and public parking garages to support economic activity by providing validation stamps to reduce parking costs.

Parking Permit System Management: The City presently issues over 3,000 monthly permits to residents, firms, and employees for the City's off-street parking facilities. The Contractor will be responsible for all aspects of the purchase, implementation, operation and management of the parking management permit system. The Contractor will supply the system and adequate staff, as agreed to by the City, to administer the system. The Contractor should include a proposal for the provision, implementation, and management of a web-based permitting system.

## **FACILITY AND EQUIPMENT MAINTENANCE**

Cleaning of Facilities: Contractor shall be required to maintain the Parking Facilities in a clean, hygienic, and attractive condition by adhering to the Maintenance Checklist (see Attachment E). The Maintenance Checklist includes daily routine cleaning of all premises related to the operation including: stairwells, pedestrian walkways, common areas, elevators and elevator lobbies, entry ways, sidewalk locations adjacent to garage facilities, and emptying of trash receptacles, as well as power sweep (electric equipment), steam clean of facilities and degrease of driveways, stairwells, and other designated pedestrian walkways at least twice per year.

### **Daily Maintenance**

Litter cleaning includes picking up and removal of all litter, debris, bottles, cans, and other extraneous material from the Facility, landscaped areas adjacent to the Facility, ramps, and sidewalk areas next to ramps and adjacent to Facility, and the emptying and disposal of contents of all waste receptacles in Facility.

Contractor shall on a daily basis; perform litter cleaning, power broom and hand sweeping, mopping and cleaning, and graffiti abatement at each of the Facilities.

Contractor shall on a daily basis; sweep, dust mop and mop all floors of all Facilities, empty all waste containers and replace trash liners in all trash receptacles as necessary with prior City approval as set forth below; clean entrance doors and surrounding glass removing smudges and streaks; sweep and/or mop stairwells; sweep and/or mop entrance and walkways; secure all doors and windows, and set alarms.

#### Routine Maintenance Duties

Contractor shall power broom or hand-sweep the parking decks, entrance ramps, sidewalks in and next to entrance ramps and driveways of each Facility thoroughly. Elevator floors, stairs, stairwells, halls, corners, areas between rows of wheel stops or wheel stops and curbs, and any other areas inaccessible to the power broom shall be thoroughly hand swept. Interior walls, corners, ceilings, and fixtures shall be cleaned of cobwebs, dust, loose soil, and prompt removal of pigeon nests and droppings from floors and all accessible surfaces.

Contractor shall scrub and rinse as needed interior facility wall; thoroughly mop stairs and stairwells, and spaces between steps and walls and under steps shall be cleaned of residue. The interior liners of all waste receptacles shall be scrubbed and disinfected to ensure that they are clean and odor-free. Appropriate detergents and cleaners shall be used in cleaning as necessary.

Contractor shall on a weekly basis in all Facilities dust baseboards, ledges and windowsills; dust all desks, chairs, counters, shelves, bookcases and file cabinets in Parking offices and spot clean painted walls and partitions.

Steam cleaning as needed in specific areas, including but not limited to all sidewalks and interior and exterior stairwells, elevators, vehicle and pedestrian access areas shall be performed on a quarterly basis and each entire Garage on a semi-annual basis with industrial steam cleaning equipment. At the discretion of the City, steam cleaning may be required to be performed less frequently if the facility, including sidewalks and stairwells, is maintained in a clean and orderly state.

#### Graffiti Removal and Painting

Contractor shall abate graffiti at any Facility within 24 hours of appearance.

Contractor shall clean all interior and exterior surfaces of Facilities and applicable parking lot areas affected by graffiti and repaint with matching color of surface or paint.

Contractor shall maintain the striping of the floors and surfaces and all such directional markings within the Parking Facilities as are necessary to facilitate the safe movement and parking of vehicles.

Contractor shall perform cleaning, sweeping and striping of floors; cleaning and painting of elevator walls and cleaning and painting of interior curbs and drive aisles. (Particularly when such surfaces have been marred by graffiti or other forms of vandalism).

Routine Maintenance, Sweeping and Facility Repairs: Contractor agrees to maintain the Parking Facilities by providing periodic routine maintenance and repairs in order to keep the Garage equipment operating in a safe and efficient manner. Some maintenance includes but is not limited to collecting trash within and surrounding the Parking Facilities, cleaning light fixtures, replacing light bulbs, cleaning facility storage rooms, bio-swell areas, and the Parking Contractor's office areas, as well as power sweep (electric equipment), steam clean facilities and degrease driveways, stairwells, and other designated pedestrian walkways at least twice per year. Contractor shall be responsible for the pay and cost of all routine maintenance, and facility repairs as noted in (Attachment E) Maintenance Standards and Form of Schedule.

#### Minor Repair

Other maintenance duties Contractor shall perform include: Replacing bulbs, monitor fire extinguishers and hose boxes for good working order; and report malfunctions to the Office of the City Manager.

Contractor shall monitor and check elevators in parking garages and report any malfunction to authorized City representatives. Contractor shall notify the City of major equipment malfunctions that cannot be repaired by parking operations staff or extend beyond the normal service calls of the equipment maintenance company.

Contractor shall take all reasonable and prudent Emergency Actions necessary to protect people and property from injury, loss or damage and, if appropriate, to avoid further injury, loss or damage, upon discovering any condition in a Parking Facility that has caused or that threatens to imminently cause such injury, loss or damage. Such Emergency Actions shall include, but not be limited to; posting signs/notices, erecting signs, barricades, lights and other warning devices.

Contractor shall inform the City immediately of any such emergency conditions by the Contractor. If additional actions need to be taken by the City, the Contractor is responsible for recommending such actions to the City.

Maintenance of PARCS Equipment:

Contractor shall be required to enter into a service contract with a City approved maintenance company to provide supplies and perform equipment service repairs as needed and coordinate scheduled preventative maintenance service with the vendor on a quarterly basis. Contractor shall provide the City with a monthly report of preventative maintenance services performed and software upgrades in all facilities and documentation of maintenance/repairs (if requested).

Contractor-owned Equipment/Furniture:

Contractor shall be responsible for providing furnishings and equipment required by Contractor for performance of its management and supervision services for the operation of the Parking Facilities. Such equipment includes, but is not limited to maintenance and cleaning equipment, tools, office and accounting equipment, office supplies, office furnishings, and vehicles.

## **SECURITY REQUIREMENTS**

Contractor shall furnish security guards at all facilities daily as directed. Contractor may subcontract security services with written City approval. In the event of subcontracting, Contractor accepts full and total responsibility for provision of service and attainment of qualifications.

Qualifications:

All security guards must have at least six months' experience in similar work. They must possess a current and valid identification card issued by the State of Michigan and not have a criminal record. Security personnel shall not carry any weapons.

Contractor shall conduct a comprehensive pre-employment check of all personnel for potential assignment under this Contract in order to determine suitability for employment on the basis of such factors as qualifications, reliability, integrity, and psychological and physical fitness, prior to assignment.

Contractor's on-site manager shall be responsible for supervision of all guards through designated supervisory level representatives who

shall be available at all times to respond promptly and appropriately to calls for assistance from guards on duty or from authorized representatives of the City. Contractor's supervisory level personnel shall perform unscheduled and unannounced inspections of each guard post once during each shift, each week.

Contractor shall be responsible for furnishing guards with appropriate uniforms, approved by the City, report forms, portable radios, log books, and other necessary equipment.

Uniforms shall include trousers, shirt, name tag, jacket (when weather requires), shoes, and hat. Uniforms shall be worn at all times while on duty.

#### Responsibilities – Security Personnel:

Call 911 immediately when confronted with a situation requiring an emergency police presence.

Regularly patrol designated areas of the Facilities

Deter and report individuals attempting to gain unauthorized access to Facilities or attempting to damage or steal vehicles or property therein.

Respond to alarm signals or other indications of suspicious activities.

Act appropriately in the event of any situation affecting the security of the Facilities or the safety of Facility patrons, including, but not limited to, fires, accidents, civil disturbances and disorders, criminal acts, and earthquakes or other acts of God.

Maintain an effective liaison with the Birmingham Police Department.

Never leave duty stations or patrol areas until properly relieved.

Maintain a daily written record of all guard activity, and provide City with a detailed weekly written report of any matters or occurrences relating to the security of the Facilities or vehicles therein.

Inspect vehicles to deter and detect theft of contents and parts.

Inspect vehicles that have been parked in the Facility for more than 24 hours, and report to Birmingham Police any



unauthorized vehicles parked over 72 hours.

Direct patrons to parking areas and assist with traffic circulation in the Facilities.

Be knowledgeable of facility parking rules, rates and revenue equipment use to assist customers as needed.

Perform other security duties and services as requested. More detailed duties, patrol routes, and responsibilities for each Facility shall be furnished by the City and revised from time to time by the City.

Contractor shall recommend to the City an increase or decrease of security guard services at one or more Facilities based on documented need. Contractor shall list all vehicle license numbers parked in Facilities overnight.

## **CUSTOMER SERVICE**

The Contractor shall, as a matter of high priority and at all times, assure that the highest levels of service quality are provided in all areas of operation, including, but not limited to, customer service, security, accounting and custodial work. Contractor shall handle daily customer service issues with respect to, but not limited to, parking operation questions, requests for monthly parking, facility parking enforcement questions, area directions, distribution of marketing/promotional materials (with approval of City).

### **Professional Behavior:**

Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the Parking Facilities or while acting in the course and scope of employment.

While on or about the Parking Facilities or while acting in the course and scope of employment, all employees of the Contractor, shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive or otherwise improper manner.

Staff members are trained as to the purpose of their positions and the importance of performing their jobs.

All employees are at all times polite and courteous in their dealings with Customers, treating the public with care and respect.

All employees are to be attentive, alert and responsive to all Customers issues, needs, comments or complaints.

All employees speak clearly and in a professional manner while interacting with Customers, offering the assistance needed by each Customer;

All employees are prohibited from any behavior that shall make a Customer feel threatened, insecure, or ignored while in the Parking Facilities.

#### Dress Code/Uniforms:

Employees staffing the Parking Facilities shall wear a photo I.D. badge and distinct uniform, identifying such persons as parking service employees of Contractor.

All Contractor employees shall wear uniforms of a design and color approved by the City to present a clean and efficient image.

All uniforms must be approved by the City. The City shall approve any uniform and I.D. badge proposed by the Contractor. Uniforms shall at minimum consist of shirt, pants or skirt, and name tags.

The City shall not unreasonably withhold approval of any uniform and I.D. badge proposed by the Contractor.

The City reserves the right to require changes in such uniforms at his/her reasonable discretion.

Uniforms are required to be clean, pressed and professional in appearance.

Requested exemptions from the uniform requirement shall be subject to the prior written approval of the City.

Contractor is expected to provide its employees with appropriate weather protection equipment.

Contractor's uniform policy shall be covered in Contractor's operation manual.

#### Customer Service, Quality of Service, Operations and Personnel:

Contractor shall maintain the highest degree and standards of courteous, polite and inoffensive conduct and demeanor on the part of its representatives, agents, subcontractors, and employees. Contractor shall conduct its operation in an orderly and appropriate manner so as to be pleasing to customers, patrons, and the public in or around the Garage, and shall refrain from any and all conduct which might tend to annoy, disturb, or

be offensive to such persons in or around the Garage. Contractor shall provide professionally trained and experienced personnel to assure that the highest levels of service quality are provided in all areas of operation, including, but not limited to, customer service, security, accounting and custodial work. To this end, the selected Contractor shall:

Handle daily customer service issues with respect to, but not limited to, parking operations questions, requests for monthly parking, parking enforcement questions, area directions, distribution of informational/marketing/promotional materials (with approval of City).

Assist facility users who have forgotten where their car is parked.

Establish standards and make provision for the release of parking patrons determined to be without funds.

Establish standards under which a patron without funds would be allowed to exit without payment and provide evidence of non-payment through the deposit reports, and

Establish policies acceptable to the City for dealing with the acceptance of checks for monthly parking payment and parking charges due, including requirements for patron identification.

#### **ATTENDANCE REQUIREMENTS – CITY MEETINGS**

Contractor's general manager shall attend City meetings upon request of the City and shall provide the City with his/her recommendations for improving service to the public and increasing usage of the Facilities. Said recommendations may include observations and/or studies of parking occupancy, turnover, duration, appearance of the Facilities, validation program maintenance, parking rates, parking demand, promotion, and other items associated with management of the Facilities. City shall give due consideration to such recommendations.

The Contractor's On-site Manager shall attend weekly meetings with the City and City staff.

#### **TRANSITION PERIOD (if required)**

Contractor shall participate in and will be compensated for any necessary transition period services in which the former contract Contractor for the Parking Facilities will turn over the operations of the Parking Facilities to the new Contractor. During this transition period the new Contractor shall:

Hire and train new staff if required.

Notify the current monthly customers (if any) of the Contractor change if requested.

Transfer existing and/or establish new vendor service contracts.

Transfer utility service accounts.

Receive all keys.  
Create an inventory of all Parking Facilities' equipment, personal property and supplies and any other item(s) requiring a transition to the Contractor.

City reserves the right to modify, add and/or remove certain tasks and activities prior to Contract execution; or through equitable amendment to the Contract, after Contract execution.

### **ADDITIONAL AS NEEDED SERVICES**

#### Event Parking Planning and Coordination:

Upon the City's request, the Contractor will manage parking for special events such as festivals, sporting events and cultural events. For each event, the Contractor will prepare a proposal, including additional personnel and/or traffic control, to provide customer service and safe/efficient operation. At the City's approval, the Contractor will implement the approved plan during that event.

#### Parking Valet Services:

Upon the City's request, the Contractor will provide valet parking services during the term of the agreement. For each instance of valet services, the Contractor will prepare a proposal for valet parking rates, additional personnel or supervision, marketing and pick-up/drop off zones and management, to provide customer service and safe/efficient operation and all other items necessary to operate a high quality valet service at City facilities where it is feasible, where demand necessitates and where the City approves.

#### Disclaimers:

The above scope of work is representative of work expected by the Contractor. However, both parties acknowledge that scope of work may expand as needed.

### **SUBMISSION REQUIREMENTS**

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

Client References:

Provide a minimum of three (3) references preferably other Michigan Cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and email address (if available). Include the nature of the relationship to the Proposer.

The references provided are expected to be knowledgeable about the Proposer's experience, skills and ability to operate and manage parking facilities comparable to the facilities owned by the City of Birmingham as described in this RFP, and should be able to confirm the specific examples that the Proposer's provided in the written proposal regarding its Management Approach/Operational Plan, Maintenance Plan, and Transition Plan. The same questions shall be asked of the three references provided by the Proposers.

Additionally, the Proposer must provide two (2) references for its proposed facility manager, assistant manager and subcontractors. These references should be able to provide performance related information about proposed Facility Managers and subcontractors that illustrates their ability to perform the work required.

Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non- performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

Price Proposal:

The proposal shall include pricing for all services in the format shown in Attachment C: Cost Price Proposal Template. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet.

Letter of Introduction and Executive Summary – 2 pages maximum  
(Required, but not scored)

Proposals must include a Letter of Introduction describing the Proposer, how long it has been in business, its ownership structure, including the name(s) of owner(s), and its ability to provide the services in the RFP. The summary must be signed by and contain the name, address and phone number of the person(s) authorized by the Proposer to obligate the Proposer to perform the commitments contained in the Proposal, and to communicate with the City of Birmingham in connection with this RFP.

#### Minimum Qualifications

To be considered for award, the Proposer must meet or exceed each of the following Minimum Qualifications. A Proposer that does not meet all of the “Minimum Qualifications” will not be considered. The City may, however, waive any inconsistencies or deficiencies which the City deems, in its sole discretion, to be minor or technical. The Proposer must complete and submit the Minimum Qualification Questionnaire form (Attachment F).

#### Qualifications and Experience (Attachment F)

##### (Required – Not Scored)

The Proposer must currently manage for a client(s) at least three (3) elevated parking facilities, with a minimum of 500 spaces at each location. The Proposer must be the Merchant on record for the Merchant Identification (MID) and Taxpayer Identification (TID) for at least one (1) of the locations provided (identify which location(s)).

The Proposer must currently be managing at least three (3) elevated parking facilities, with a minimum of 500 spaces at each location. The qualifying facilities must have been under the Proposer’s management for a continuous period of three years prior to the date of this RFP. The portfolio must include both monthly and transient parkers;

The Proposer must have a minimum of three (3) years of continuous, first-hand experience in the operation and management of parking facilities with:

Combined annual revenues of at least \$2,000,000 from all parking facilities under its management; and

Combined Annual Operating Budgets of at least \$1,000,000;

During said three-year period, the Proposer must have had:

Experience in the use of automated garages with pay stations, automated parking access, garage guidance systems, garage camera security systems and revenue control equipment, and software, including such functions as revenue information retrieval, preparation of advanced spreadsheet and report writing, etc.;

Experience with additional software including, but not limited to, Microsoft's Excel, Word, and PowerPoint, and other financial reporting software;

Experience in managing at least seven (7) full-time operations employees at parking facilities that were staffed and open to the public a minimum of twelve (12) hours per day.

#### Financial Stability

(Required, but not scored)

Proposer must submit a statement from a financial institution verifying the Proposer's ability to provide or obtain a minimum of One Million Dollars (\$1,000,000) either in liquid assets, an irrevocable letter of credit, a line of credit or a qualified loan commitment; and

Demonstrate ability (a working capital ratio) to cover operating expenses for a 2- month period. The working capital ratio will be adjusted based on actual operating expenses. This financial requirement assures the City that the Proposer, if selected, is credit-worthy.

#### General Qualifications -Written Proposal

Experience and Qualifications of the Operator – (up to 10 points)

8 pages maximum

Consideration will be given to Operators demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Proposers should convey their experience in managing off-street municipal/public parking facilities and systems comparable to the City-owned facilities, described in this RFP and in Attachment A -Sample Scope of Services, within the past three (3) years, including any public agency contracts. Similar experience will include providing similar services to major public sector parking operations. This section should also include detailed information regarding similar contracts successfully managed by the Operator including contract performance, the reliability of services, and public interaction.

The Proposer must describe its experience with the use of automated pay stations, automated parking access, parking guidance systems and revenue control equipment and software, including information retrieval, creating revenue reports and advanced spreadsheets, and organization software, including, but not limited to, Microsoft Excel, other financial reporting software, and any experience with internet reservations, cell phone reservations, variable pricing options including Special Event Pricing, and Market Based Pricing to maintain target occupancy levels.

This section should include an organizational chart and a breakdown of the numbers and categories of key personnel and sub-consultants expected to provide the level of service required to support this RFP project. A brief résumé must be included for the proposed Facility Manager that demonstrates experience managing operations of parking facilities (include number of years) and experience with automated revenue control equipment. Proposers should include a description of how the Facility Manager can enhance services at the Parking Facilities.

#### Management Approach/Operational Plan – (up to 30 points)

15 pages maximum

Proposal responses will be evaluated on the comprehensiveness and quality of the approach of the Operator to undertake the services outlined herein, including the proposed operating plan, transition plan, parking system enhancements, and strategies to improve the delivery of parking services, reduce operating costs and increase revenues. The project approach shall be sufficiently detailed to convey the Operator's understanding of the requirements, staffing levels, organizational structure, and obligations for the successful implementation and operation of this project. Although the Proposals will also be evaluated for clarity/accuracy of the information requested. Proposer shall explain how they will provide adequate coverage despite absenteeism, vacations, leaves or turnover of employees, as well as additional staffing needs for special events and circumstances that require parking mitigation plans.

The City must have one (1) dedicated on-site Facility Manager. The Proposer shall describe how the Proposer will schedule the Facility Manager and additional supervisors to provide adequate management oversight during all days/hours of operation for all Parking Facilities. The Operator's on-site management team will be



required to be exclusively assigned only to City of Birmingham parking facility locations during the contract period. The Proposer must describe how it will support its Facility Manager and assure the successful management of the parking facilities and implementation of its proposal. The Proposer must describe the authority the Facility Manager will have as to vendor selection, shift scheduling, employee disciplinary actions, marketing, budgets, and operational changes, compiling and safe keeping of records.

#### Maintenance Plan – (up to 25 points)

6 pages maximum

The Proposer must provide a general Maintenance Plan that describes how the Proposer will monitor, inspect, maintain, and clean the Parking Facilities. In addition to its other maintenance duties, the Operator will be responsible for scheduling special cleaning when necessary and for overseeing and giving appropriate instruction to any janitorial service companies. Note: Any potential partner or subcontractor must be identified in the RFP. Changes in partners or subcontractors may only be made after receiving written approval from the City.

The Proposer must describe two (2) facility maintenance projects that it implemented at other parking facilities that noticeably improved the facility condition, including the resulting cost savings and the Proposer's role throughout the process. The Proposer should also explain who initiated the project or recommendation. The two (2) examples described by the Proposer will be subject to verification through the reference check process.

#### Transition Plan – (up to 30 points, if applicable)

10 pages maximum

The Proposer shall be responsible for the project management and all aspects of the of the parking garages and surface lots at the commencement of the contract.

#### Overall Organization and Clarity of Proposal (Up to 5 Points)

Responsive proposals will be evaluated on the Proposer's understanding of the scope of work and tasks to be performed, as well as the completeness of the Proposal, and the creativity of ideas included in the Proposal.

## Non-Responsive Proposals

The City will not accept a proposal if any of the following occurs:

- Any necessary proposal document is incomplete, misleading or missing;
- Any RFP forms are left blank, incomplete, or changed in any substantive way;
- The Proposer does not meet the minimum qualifications set forth by this RFP;
- The Proposer does not provide additional/clarification information as requested by the City by the specified date.

## **EVALUATION CRITERIA**

The following criteria will be considered, although not exclusively, in determining which firm is hired. Criteria to be used in the selection of the best Proposal for the City of Birmingham are listed below. The City of Birmingham shall be the sole judge as to which Proposal best meets its needs. The City of Birmingham reserves the right to contract for any desired service or equipment whether in whole or in part.

### **Written Proposal (100 points)**

### **Costs (50 points)**

| CRITERIA  | MAXIMUM POINTS |
|---|----------------|
| <b>1. Written Proposal</b>                            | <b>100</b>     |
| a. Qualifications and Experience                      | 10             |
| b. Management Approach: Staffing Operational Plan     | 30             |
| c. Maintenance Plan – Routine, Cosmetic, Preventative | 25             |
| d. Transition Plan                                    | 30             |
| e. Overall organization and clarity of proposal       | 5              |
|   |                |
| <b>2. Costs</b>                                       | <b>50</b>      |
| a. Monthly Management Fee                             | 40             |
| b. As-Needed Services                                 | 10             |
|   |                |
| <b>TOTAL</b>  | <b>150</b>     |

### **Monthly Management Fee - (Up to 40 Points)**

Garage Operation Costs Proposal Staffing & Consumables. Lowest responsive bid receives 40 points. Other bids score rankings are based on percentage of lowest bid.

Additional As-Needed Services Costs – (Up to 10 Points)

Per event costs of Special Event and Parking Valet Services. Lowest responsive bid receives 10 points. Other bids score rankings are based on percentage of lowest bid.

Reference Checks (Required, by not scored)

Reference Checks - The Proposer must be able to provide three verifiable references. The references should be able to provide performance related information about the Proposer's Operations Team, and be knowledgeable about the Proposer's experience, skills and abilities to operate and manage parking facilities comparable to the facilities administered by the City of Birmingham described in this RFP, and should be able to confirm the specific examples that the Proposer's provided in the written proposal regarding its Management Approach/Operational Plan, Maintenance Plan, and Transition Plan.

Additionally, references should be able to provide performance related information on the proposed Facility Managers, and subcontractors that illustrates their ability to perform the work required. The same questions shall be asked of the three references provided by the Proposers.



**ATTACHMENT A - AGREEMENT  
OFF-STREET PARKING MANAGEMENT SERVICES**

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This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Birmingham (hereinafter sometimes called "the City"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required for Off-Street Parking Management Services in downtown Birmingham and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform Off-Street Parking Management Services.

**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 for Off-Street Parking Management Services in downtown Birmingham. The Contractor's cost proposal dated \_\_\_\_\_, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.
2. The Contractor's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.
3. This Agreement shall be for duration of the reconstruction commencing on the date the City executes this Agreement. If changes to the existing terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.

4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the City terminates the Agreement under this paragraph, Contractor will be compensated for any work already performed up to the date of termination. However, Contractor shall not perform any new work or incur new costs after the City's notice of termination unless specifically authorized by the City.
5. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Contractor's \_\_\_\_\_, 2019 cost proposal.
6. 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.
7. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. 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 of Birmingham ("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.
9. 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.

10. 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.
11. 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.
12. 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.
13. The Contractor agrees that neither it nor its sub-Contractors 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.
14. 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.
15. 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.
  - 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*: 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. 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.
- G. 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: City of Birmingham, 151 Martin Street, Birmingham, MI 48009.
- H. Proof of Insurance Coverage: Contractor shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
  - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation 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.

- I. 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 at least (10) days prior to the expiration date.
- J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
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 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 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.
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 address:
- City of Birmingham  
Attn: Assistant City Manager  
151 Martin Street  
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 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.

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

**WITNESS:**

\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BIRMINGHAM**

Approved:

\_\_\_\_\_  
Tiffany J. Gunter, Asst. City Manager  
(Approved as to substance)

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

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

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



**ATTACHMENT B - BIDDER'S AGREEMENT  
OFF – STREET PARKING MANAGEMENT SERVICES**

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

---

**PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**



**ATTACHMENT C - COST PROPOSAL  
OFF STREET PARKING MANAGEMENT SERVICES**

**In order for the bid to be considered valid, this form must be completed in its entirety.**  
The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

***Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP***

| COST PROPOSAL                 |            |
|-------------------------------|------------|
| ITEM                          | BID AMOUNT |
|                               | \$         |
|                               | \$         |
|                               | \$         |
| <b>TOTAL BID AMOUNT</b>       | \$         |
| ADDITIONAL/OPTIONAL BID ITEMS |            |
|                               | \$         |
|                               | \$         |
| <b>GRAND TOTAL AMOUNT</b>     | \$         |

| UNIT COST BID ITEMS |        |
|---------------------|--------|
|                     | \$ per |

Firm Name \_\_\_\_\_

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM  
OFF – STREET PARKING MANAGEMENT SERVICES**

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

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

---

**PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

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**ADDRESS**

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**TAXPAYER I.D.#**



## **ATTACHMENT E:** **MAINTENANCE STANDARDS AND FORM OF MAINTENANCE** **SCHEDULE**

### **Maintenance Standards**

The City of Birmingham's goal is to provide the public, at all times, safe, clean, sanitary, well-lighted, and efficient facilities. The following maintenance standards are designed to achieve this goal.

**Lighting:** All lights must be in working order and bright enough to convey a sense of safety, especially in and around stairways and restrooms. Burned-out or missing bulbs or lamps must be replaced within twenty-four (24) hours. Bulbs or lamps must be secured and must be the same color. Low Mercury fluorescent lights are to be used as replacement lights are needed. Non-working fixtures must be reported to Public Works (service request) within Forty-eight (48) hours.

**Walls & Doors:** All walls and doors must be kept clean and free of stains, dirt and graffiti. Special attention shall be given to restrooms and their surrounding areas. Graffiti must be removed or painted over within twenty-four (24) hours. Black marks from bumpers must be painted over as needed but, not less than once a month.

**Odors:** Foul odors must be removed within twenty-four (24) hours. Special attention shall be given to walkways, restrooms and their surrounding areas. Stairwells and sidewalks must be steam cleaned as needed but, not less than once a month.

**Cleaning:** Each Facility must be cleaned daily, including interior and exterior walkways, restrooms, parking areas and sidewalks. Parking areas and Facility floors must be swept, grease and oil must be removed, foul odors must be deodorized, pigeon droppings must be removed, and all litter must be removed. Public restrooms shall be inspected and cleaned at minimum, every two hours.

**Steam Cleaning:** Steam cleaning of each facility in its entirety shall be performed on a semi-annual basis. Best practices during cleaning process shall be used and all water shall be properly disposing of in accordance with City of Birmingham regulations. Wash water must be collected during the cleaning process(i.e. a mechanical scrubber that collects the dirty cleaning fluid as it cleans), and no water shall be discharged to the storm water system. At the discretion of the Parking Manager, steam cleaning may be required to be performed less frequently if the facilities, including interior walkways, are maintained in a clean and orderly state.

**Signs:** Signs must be easily understood and professionally made; not hand printed or copy machine reproduced. All signage must be approved by City's Parking Manager before being installed. Manager will be allowed to post nonprofessional signs only in case of an emergency, but the emergency signs

must be replaced within one week. Signs must also be repaired or replaced promptly when damaged (includes all wood, metal, plastic, within and/or upon parking facilities).

**Windows (where applicable):** All windows, mirrors and glass cases must be cleaned as needed but, in no event, not less than once a month. All windows visible to the public must be inspected daily and cleaned as needed. All Broken windows must be made safe immediately and kept secure until window is replaced.

**Safety Equipment:** Inspect equipment including fire alarm call boxes, fire extinguishers, and fire hose at least once a month. Any malfunction shall be reported to Public Works (service request) within twenty- four (24) hours. The malfunction shall be documented by the inspection date. Upon inspection of fire extinguisher dates, Contractor shall be initial each fire extinguisher as being checked. Closed circuit cameras and the intercom system must be inspected at least once a week and maintained by Operator.

**Parking Control Equipment Repair & Maintenance:** Parking Access and Revenue Control Equipment (PARCS) in each facility is to be monitored at least daily to ensure all equipment is operational. Broken or damaged gate arms are to be replaced immediately. Parking ticket and paper receipt jams are to be cleared immediately. Contractor must supply all system approved proximity cards, and supply and maintain all parking tickets, spare gate arms, and other parking supplies and equipment necessary for management of day-to-day operations. Operator shall promptly contact approved service vendor for equipment repairs beyond the scope of Operator's staff and/or under service warranty.

**Structural Inspections:** Structural inspections, including water leaks, exposed rebar, concrete cracks and metal rust must be performed and documented not less than once a year.

**Sidewalk Inspections:** Inspections of the sidewalks abutting the Facility for the presence of any sidewalk tripping hazards, including tree planting areas not at sidewalk grade, must be performed once a month. In the event any hazards are observed, such hazards shall be reported immediately to the City's Customer Service Center (service request).

**Other Work:** All other ordinary maintenance and repair work of the premises and equipment shall be done as needed.

**Security Personnel (Uniformed):** Operator may sub-contract services. Personnel shall direct patrons to parking areas and assist with traffic circulation in the Facilities in a friendly and courteous manner, redirect individuals who are loitering, deter and report individuals attempting to gain unauthorized access to Facilities or attempting to damage or steal vehicles or property, and perform all facility parking security responsibilities as noted in the Scope of Work.

**Janitorial Services:** Operator may sub-contract services.

### Facility Maintenance Schedule

| <b>TASKS</b>   | <u>Daily</u> | <u>Weekly</u> | <u>Monthly</u> | <u>Quarterly</u> | <u>Semi-Annually</u> | <u>Annually</u> | <u>As needed</u> |
|--|--------------|---------------|----------------|------------------|----------------------|-----------------|------------------|
| <b>Lights</b>  |              |               |                |                  |                      |                 |                  |
| Inspect  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Replace burned-out bulbs   | <b>X</b>     |               |                |                  |                      |                 |                  |
| Inspect/Report broken fixtures   | <b>X</b>     |               |                |                  |                      |                 |                  |
| Replace discolored covers  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Check elevator and stairwell bulbs                                       | <b>X</b>     |               |                |                  |                      |                 |                  |
| <b>Janitorial/Maintenance Cleaning</b>                                   |              |               |                |                  |                      |                 |                  |
| Elevator areas   | <b>X</b>     |               |                |                  |                      |                 |                  |
| Stairwell areas  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Public Lobbies   | <b>X</b>     |               |                |                  |                      |                 |                  |
| Parking areas  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Restroom floors, walls & fixtures  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Litter Pick-up   | <b>X</b>     |               |                |                  |                      |                 |                  |
| Clean inner and outer doors  |              | <b>X</b>      |                |                  |                      |                 |                  |
| Windows  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Bird Abatement   |              |               | <b>X</b>       |                  |                      |                 |                  |
| Steam Clean stairwells   |              |               | <b>X</b>       |                  |                      |                 |                  |
| Steam Clean Garage   |              |               |                |                  | <b>X</b>             |                 |                  |
| <b>Painting</b>  |              |               |                |                  |                      |                 |                  |
| Paint over graffiti  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Over other foreign marks   |              | <b>X</b>      |                |                  |                      |                 |                  |
| Touch-up   |              |               |                | <b>X</b>         |                      |                 |                  |
| Inspect striping   |              |               |                | <b>X</b>         |                      |                 |                  |
| Touch up ceilings, walls, and railings                                   |              |               |                |                  |                      | <b>X</b>        |                  |
| Provide accent colors at elevator lobbies and stairwells for way finding |              |               |                |                  |                      |                 | <b>X</b>         |
| Restripe stalls & lanes – all levels                                     |              |               |                |                  |                      | <b>X</b>        |                  |
| Restripe stairwell & elevator lobby – non-slip textured floor paint      |              |               |                |                  |                      | <b>X</b>        |                  |



| <b>TASKS</b>  | <u>Daily</u> | <u>Weekly</u> | <u>Monthly</u> | <u>Quarterly</u> | <u>Semi-Annually</u> | <u>Annually</u> | <u>As needed</u> |
|---|--------------|---------------|----------------|------------------|----------------------|-----------------|------------------|
| <b>Elevators</b>  |              |               |                |                  |                      |                 |                  |
| Inspect elevator operations   | <b>X</b>     |               |                |                  |                      |                 |                  |
| Graffiti removal  | <b>X</b>     |               |                |                  |                      |                 |                  |
| <b>Signs</b>  |              |               |                |                  |                      |                 |                  |
| Inspect signs   | <b>X</b>     |               |                |                  |                      |                 |                  |
| Repair & replace all signs  |              | <b>X</b>      |                |                  |                      |                 |                  |
| Install and maintain directional signage for Vehicles & Pedestrians |              |               |                |                  |                      | <b>X</b>        |                  |
| <b>Safety</b>   |              |               |                |                  |                      |                 |                  |
| Inspect fire alarm equipment  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Inspect exit lights   | <b>X</b>     |               |                |                  |                      |                 |                  |
| <b>Surface Lots</b>   |              |               |                |                  |                      |                 |                  |
| Monitor and remove litter and debris                                | <b>X</b>     |               |                |                  |                      |                 |                  |
| Monitor lot perimeter and remove litter and debris                  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Empty trash receptacles. Replace liners                             | <b>X</b>     |               |                |                  |                      |                 |                  |
| Repair signage as needed  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Inspect/Service Closed-Circuit cameras                              | <b>X</b>     |               |                |                  |                      |                 |                  |
| Wipe down parking pay stations                                      | <b>X</b>     |               |                |                  |                      |                 |                  |
| Checked for burned out lights                                       | <b>X</b>     |               |                |                  |                      |                 |                  |
| <b>Mechanical</b>   |              |               |                |                  |                      |                 |                  |
| Doors open/lock properly  | <b>X</b>     |               |                |                  |                      |                 |                  |
| Inspect Parking Equipment/repair                                    |              |               |                | <b>X</b>         |                      |                 |                  |
| Inspect HVAC operations   |              |               |                | <b>X</b>         |                      |                 |                  |
| <b>Structural</b>   |              |               |                |                  |                      |                 |                  |
| Inspect for water leaks   |              | <b>X</b>      |                |                  |                      |                 |                  |
| Inspect for exposed rebar   |              |               |                | <b>X</b>         |                      |                 |                  |
| Inspect metal for rust, doors, rails, exposed pipes conduits        |              |               |                | <b>X</b>         |                      |                 |                  |



**ATTACHMENT F:  
MINIMUM QUALIFICATIONS FORM**

**PROPOSERS MUST SUBMIT THE COMPLETED QUESTIONNAIRE**

The following statements as to experience, and financial responsibility qualifications of the Proposer are

submitted with the proposal to confirm the status of the Proposer with respect to meeting the minimum qualifications for the Off-street Parking Facility Management RFP, as a part thereof; and any material misstatement of the information submitted herein must be grounds for submitting a non-responsive bid.

**1. NAME:** \_\_\_\_\_  
(Print name of corporation, individual or firm name)

Tel. No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
St. Address/P.O. Box      City      State      Zip Code

**2. GENERAL PARKING GARAGE EXPERIENCE:**

**Note: All parking experience stated below must be within the United States and Canada**

**A. Summary Information of Garages Managed During the Last Five Years**

|  |   |                      |                      |
|--|---|----------------------|----------------------|
| Number Garages Managed per Year between 2013 and 2018: | <b>2013</b> _____   | <b>2014</b> _____    | <b>2015</b> _____    |
|  | <b>2016</b> _____   | <b>2017</b> _____    | <b>2018</b> _____    |
| Annual Total Gross Parking Related Revenue:            | <b>2013</b> \$ _____  | <b>2014</b> \$ _____ | <b>2015</b> \$ _____ |
|  | <b>2016</b> \$ _____  | <b>2017</b> \$ _____ | <b>2018</b> \$ _____ |
| Total Number of Parking Related Employees in 2018:     | <input type="checkbox"/> Full Time: _____ ↑ Part Time: _____      |                      |                      |
| Type of Garage Operations (provide number of each):    | <input type="checkbox"/> Self Park: _____ ↑ Attendant Park: _____ |                      |                      |
|  | <input type="checkbox"/> Combination: _____                       |                      |                      |

**A. Specific Garage Information (Currently Managing Minimum of Three Years) Facility One**

|  |  |
|--|--|
| Name of Parking Facility:                                      |  |
| Type of Garage Facility:                                       | Multi-level <input type="checkbox"/> yes <input type="checkbox"/> no   |
| Facility Address:  |  |
| Name of Owner of Agent:  |  |
| Telephone Number:  | ( )  |
| Number of Spaces:  |  |
| Management Dates of Operation (Month/Year):                    | From: _____ to _____   |
| Number of Hours Operated per Weekday:                          | <input type="checkbox"/> _____ hours per day or <input type="checkbox"/> 24/7  |
| Yearly Vehicle Volume (provide number of each):                | <input type="checkbox"/> Transient: _____ <input type="checkbox"/> Monthlies: _____  |
| Annual Gross Parking Related Revenues:                         | \$   |
| Annual Operating Budget:                                       | \$   |
| Parking Related Employees:                                     | <input type="checkbox"/> Full Time: _____ <input type="checkbox"/> Part Time: _____  |
| Manage any 3 <sup>rd</sup> Party Contractors for this Facility | <input type="checkbox"/> yes <input type="checkbox"/> no<br>Name Services Provided _____   |
| Revenue Control Equipment Manufacturer:                        | Name: _____  |
| Type of PARCS Equipment (check all that apply):                | <input type="checkbox"/> Automated Pay Stations <input type="checkbox"/> Centralized Cashiering<br><input type="checkbox"/> Exit Cashiering <input type="checkbox"/> Hybrid System <input type="checkbox"/> In-Lane Paymt. |

## Facility Two

|  |  |
|--|--|
| Name of Parking Facility:                                      |  |
| Type of Garage Facility:                                       | Multi-level <input type="checkbox"/> yes <input type="checkbox"/> no   |
| Facility Address:  |  |
| Name of Owner of Agent:  |  |
| Telephone Number:  | (    )   |
| Number of Spaces:  |  |
| Management Dates of Operation (Month/Year):                    | From: _____ to _____   |
| Number of Hours Operated per Weekday:                          | <input type="checkbox"/> _____ hours per day            or <input type="checkbox"/> 24/7   |
| Yearly Vehicle Volume (provide number of each):                | <input type="checkbox"/> Transient: _____ <input type="checkbox"/> Monthlies: _____  |
| Annual Gross Parking Related Revenues:                         | \$   |
| Annual Operating Budget:                                       | \$   |
| Parking Related Employees:                                     | <input type="checkbox"/> Full Time: _____ <input type="checkbox"/> Part Time: _____  |
| Manage any 3 <sup>rd</sup> Party Contractors for this Facility | <input type="checkbox"/> yes <input type="checkbox"/> no<br>Name Services Provided _____   |
| Revenue Control Equipment: Manufacturer:                       | Name: _____  |
| Type of PARCS Equipment (check all that apply):                | <input type="checkbox"/> Automated Pay Stations <input type="checkbox"/> Centralized Cashiering<br><input type="checkbox"/> Exit Cashiering <input type="checkbox"/> Hybrid System <input type="checkbox"/> In-Lane Paymt. |

### Facility Three

|  |   |
|--|---|
| Name of Parking Facility:                                      |   |
| Type of Garage Facility:                                       | Multi-level    ↑ yes                      ↑ no  |
| Facility Address:  |   |
| Name of Owner of Agent:  |   |
| Telephone Number:  | (    )  |
| Number of Spaces:  |   |
| Management Dates of Operation (Month/Year):                    | From: _____ to _____  |
| Number of Hours Operated per Weekday:                          | <input type="checkbox"/> _____ hours per day            or            ↑ 24/7  |
| Yearly Vehicle Volume (provide number of each):                | <input type="checkbox"/> Transient: _____ ↑ Monthlies: _____  |
| Annual Gross Parking Related Revenues:                         | \$  |
| Annual Operating Budget:                                       | \$  |
| Parking Related Employees:                                     | <input type="checkbox"/> Full Time: _____ ↑ Part Time: _____  |
| Manage any 3 <sup>rd</sup> Party Contractors for this Facility | <input type="checkbox"/> yes                      ↑ no<br>Name Services Provided _____  |
| Revenue Control Equipment: Manufacturer:                       | Name: _____   |
| Type of PARCS Equipment (check all that apply):                | <input type="checkbox"/> Automated Pay Stations ↑ Centralized Cashiering<br><input type="checkbox"/> Exit Cashiering ↑ Hybrid System ↑ In-Lane Paymt. |

City of Birmingham  
ADVISORY PARKING COMMITTEE  
REGULAR MEETING

Birmingham City Hall Commission Room  
151 Martin, Birmingham, Michigan  
Wednesday, May 1, 2019

**MINUTES**

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday, May 1, 2019. The meeting was called to order at 7:37 a.m. by Chairman Al Vaitas.

1. ROLLCALL

**Present:** Chairman Al Vaitas  
Vice-Chairperson Gayle Champagne  
Anne Honhart  
Lisa Krueger (left at 8:40 a.m.)  
Judith Paskiewicz  
Jennifer Yert

**Absent:** Regular Boardmember Steven Kalczynski

**SP+ Parking:** Sara Burton  
Jay O'Dell

**Administration:** Commander Mike Albrecht, Police Dept.  
Tiffany Gunter, Asst. City Manager  
Laura Eichenhorn, Transcriptionist

2. RECOGNITION OF GUESTS (none)

3. MINUTES OF REGULAR APC MEETING OF FEBRUARY 6, 2019

**Motion by Ms. Champagne**

**Seconded by Ms. Yert to approve the minutes of the regular APC meeting of February 6, 2019 as presented.**

VOICE VOTE

Yeas: Paskiewicz, Krueger, Champagne, Honhart, Vaitas, Yert

Nays: None

**Motion carried, 6-0.**

4. LOT #6 REPORT

At the outset of the meeting, the agenda was amended by Committee vote. This item, regarding the Lot #6 Report, was added between original agenda items #3. Approving of the February 6, 2019 Minutes and #4. Parking Garage Management Services Operator Recommendation.

**Motion by Chairman Vaitas**

**To amend the May 1, 2019 APC Meeting Agenda, adding the report on Lot #6 as the fourth agenda item, with all subsequent agenda items renumbered accordingly.**

**VOICE VOTE**

Yeas: Champagne, Krueger, Honhart, Paskewicz, Vaitas, Yert

Nays: None

**Motion carried, 6-0.**

Assistant City Manager Gunter then presented the item.

Chairman Vaitas recommended the City consider a valet station between the two entrances of Lot #6. He noted that people would have to make a U-turn to get to the stand, which is currently illegal, but suggested the City might consider what the options are of using that space. A valet stand in this space removes fewer parking spaces from public use.

Assistant City Manager Gunter said she would look at the viability of the location for a valet stand. She continued:

- Signage will be posted notifying valet patrons that, due to the distance of Lot #6 to the Old Woodward lot, cars could take about 8 minutes to retrieve. Valet patrons will also be encouraged to text ahead so valet services can retrieve their cars in advance of the patrons' arrival at the stand.
- Per Chairman Vaitas' recommendation, she would consult with the Police Department about the possibility of employees in the City being able to park on some residential streets.
- Valet patrons will receive the first two hours of valet use free, and then be charged \$5 per hour thereafter.
- No more than 20 parking spots at a time will be unavailable over the course of the construction.
- Trying to rent church parking lots has been considered, but many churches have schools which have recess in the lots. In addition, many churches do not want to increase their traffic because they want to remain respectful to their residential neighbors.

Lori Karbal said valet services may not be as necessary on Mondays, because some businesses in the neighborhood are not open on Mondays. Noting that she pays for parking permits for her staff, she requested that she either be compensated for the lack of spaces during construction or that spaces continue to be provided for her permit-

holding employees during construction. She said that the City frequently neglects parking issues near her business, and that it is very distressing to feel like the City does not invest as much in that area as it does in other areas. She implored the Committee and the City to be more attentive to remediating parking issues in the area surrounding her business when City construction is undertaken in the area.

Chairman Vaitas and Ms. Krueger confirmed for Ms. Karbal that their offices are located within her neighborhood, and so they are familiar with the parking issues.

Ms. Krueger told Ms. Karbal that her neighborhood is considered by the APC when City projects are done, but that it is a particularly difficult area in which to provide parking.

Monica Bisignano Zamler of Primi Piatti spoke as another business owner located in the N. Old Woodward area, and said she was speaking on behalf of other business owners from that area as well. She seconded many of Ms. Karbal's concerns, emphasizing that the lack of parking in their area is so extensive that each further setback could put some of the establishments out of business. Ms. Bisignano Zamler shared her gratitude with the APC for offering the valet, and said it should be provided 11 a.m. to 7 p.m., Tuesdays through Saturdays. She stated that it is crucial that the Farmer's Market remain in place as it creates business for her market as well.

Assistant City Manager Gunter said that the valet operation will begin with service from 11 a.m. to 5 p.m. on Tuesdays through Fridays and that the City will monitor the process to see if those hours need to be expanded.

**Motion by Ms. Paskewicz**

**Seconded by Ms. Champagne to offer valet services for Lot #6 during the N. Old Woodward construction project from 11 a.m. to 5 p.m., Tuesdays through Fridays.**

VOICE VOTE

Yeas: Champagne, Krueger, Honhart, Paskewicz, Vaitas, Yert

Nays: None

**Motion carried, 6-0.**

5. PARKING GARAGE MANAGEMENT SERVICES OPERATOR  
RECOMMENDATION – ACTION

Assistant City Manager Gunter presented the item.

The APC was in agreement that SP+ does an excellent job for the City.



**Motion by Ms. Paskewicz**

**Seconded by Ms. Krueger to recommend that the City Commission authorize an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875.**

VOICE VOTE

Yeas: Champagne, Krueger, Honhart, Paskewicz, Vaitas, Yert

Nays: None

**Motion carried, 6-0.**

Jack Janiga, representing Laz Parking's Michigan branch, thanked the City for allowing Laz Parking to participate in the bid and stated that Laz Parking would continue to be available to Birmingham as a future resource and for future parking considerations.

Assistant City Manager Gunter thanked Mr. Janiga for his engagement with the RFP process.

6. SMARKING – DATABASE PRESENTATION - UPDATE

Assistant City Manager Gunter said that she was unable to reach the Smarking team for their scheduled presentation to the Committee at this time.

Assistant City Manager Gunter continued, explaining that the Smarking data is already proving useful for more efficient valet operations in the parking garages. She is in the process of exploring the on-street parking data in order to determine the most efficient usage of the information. She added that she has a standing call with the Smarking team every week where they provide helpful analysis and suggestions for best using their system and data. Assistant City Manager Gunter anticipates being able to return to the APC soon with recommendations based on the data.

Chairman Vaitas accepted Assistant City Manager Gunter's recommendation to reschedule the presentation to next month's meeting.

7. CITY SPONSORED ON-STREET VALET PROGRAM – MARKETING AND AD PROMOTION PROGRAM - UPDATE

Assistant City Manager Gunter presented the item. She said that as the valet program becomes more popular it is likely that the City will need to reserve more spaces for the valet program in the garage and that is likely to be a forthcoming item of consideration for the APC.

8. WOODWARD / BATES STREET EXTENSION AND REDEVELOPMENT PROJECT – UPDATE

Assistant City Manager Gunter presented the item and explained that on August 6th, voters will be asked to consider a bond proposal for the demolition of the North Old Woodward Parking Structure, the construction of a new parking structure and the extension of Bates Street to North Old Woodward, now known as the Birmingham N.O.W. Project

She added:

- The proposed bonds would be supported by the parking enterprise fund, and not by taxpayer dollars.
- The City is currently involved in a lawsuit filed by a unsuccessful bidder whom was not chosen for the project. The City is not required to pause the project while litigating this suit.
- The developers have met with neighbors to the project and have subsequently adjusted down the scale of the planned buildings per neighbors' requests. The developers have been very amenable to working with the community.
- The development team will be meeting with the Planning Board regularly to receive feedback once preliminary site plans are submitted in June.

#### 9. PARKING UTILIZATION REPORT AND FINANCIALS

Assistant City Manager Gunter stated the financials have remained consistent.

#### 10. MEETING OPEN FOR MATTERS NOT ON THE AGENDA

Sara Burton told the Committee that there are forty passes left for the lot across from Kroger on Woodward. She explained that the utilization tends to be 60 - 80 cars a day, and that people tend not to want to cross Woodward to get to work in town.

Ms. Paskewicz stated she had recently run into some issues with the parking meters, and asked if other people are experiencing issues with them and reporting it.

Police Commander Albrecht told Ms. Paskewicz that there is about one to two complaints a day. He said that usually they are able to get issues repaired by noon the next day. Eighty meters a week are serviced by the Police Department. Approximately 380 sensors have not received the newest data push and should be working better by June 1, 2019. The Police Department also now has the capacity to reprogram sensors in-house as necessary.

Ms. Paskewicz recommended that people be given the capacity to text the Police Department in order to notify them of meter problems.

Assistant City Manager Gunter clarified that the only parking enforcement the City can do at this time is ticket expired meters due to a recent Michigan Supreme Court ruling that municipalities cannot mark car tires.

Advisory Parking Committee Proceedings  
May 1, 2019

Police Commander Albrecht stated that he asked asked the City Attorney for an opinion on the issue and is waiting for a response.

Ms. Paskewicz said she would like a standing report on how the meters are working at future APC meters.

Ms. Yert noted that there is a way to report meter issues through the ParkMobile mobile phone application.

Chairman Vaitas reminded the APC that when Lot #6 gets bigger, the process of issuing permits may need to be reviewed.

Assistant City Manager Gunter agreed.

11. NEXT MEETING: June 12, 2019

12. ADJOURNMENT

No further business being evident, the Chairman adjourned the meeting at 9:35 a.m.

---

Assistant City Manager Tiffany Gunter

## NOTICE OF PUBLIC HEARINGS

|                                       |
|---------------------------------------|
| <b>BIRMINGHAM CITY COMMISSION</b>     |
| <b>PUBLIC HEARING OF NECESSITY</b>    |
| <b>PUBLIC HEARING OF CONFIRMATION</b> |

|   |  |   |
|---|--|---|
| Meeting Date, Time, Location:   | HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT<br>Monday, June 24, 2019, 7:30 PM<br>Municipal Building, 151 Martin                         |   |
| Meeting Date, Time, Location:   | HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT<br>Monday, July 8, 2019, 7:30 PM<br>Municipal Building, 151 Martin                       |   |
| Location of Improvement   | STREET   | AREA  |
|   | NORFOLK  | SAXON TO SOUTHFIELD   |
|   | NORTHLAWN  | LATHAM TO CRANBROOK   |
|   | WORTH  | KENNESAW TO MADISON; RIDGEDALE TO MAPLE   |
|   | WIMBLETON  | ADAMS TO WOODWARD   |
|   | PLEASANT CT  | [FULL EXTENT]   |
|   | LAKESIDE   | HARMON TO QUARTON   |
|   | LAKEVIEW   | HARMON TO OAK   |
|   | CROFT  | 14 MILE TO TAUNTON  |
|   | SHEFFIELD  | WOODWARD TO S ETON  |
|   | Nature of Improvement:   | 2019 Cape Seal Program will consist of a double layer of chip seal and a slurry coat. Several street segments will also require road surface pulverization prior to cape seal treatment. Sidewalk crosswalk ramps will be reconstructed to meet ADA requirements, where applicable. |
| City Staff Contact:   | Aaron Filipski, Public Services Manager<br>248.530.1701<br><a href="mailto:afilipski@bhamgov.org">afilipski@bhamgov.org</a>                      |   |
| Notice Requirements:  | Mail to all affected property owners.<br>Publish: June 9 & 16, 2019  |   |
| Approved minutes may be reviewed at:  | City Clerk's Office<br>151 Martin, Birmingham, MI 48009  |   |
| Estimated Costs:  | Estimated costs range from \$12.00/curb-foot to \$16.00/curb-foot and vary according to individual street dimensions and the required treatment. |   |
|   | Costs are assessed to property owners based on the following method:   |   |
|   | 85% of front-foot costs for all property fronting the improvement;   |   |
|   | 25% of side-foot costs for all residential property siding the improvement;  |   |
|   | 85% of side-foot costs for all improved business property siding the improvement;  |   |
|   | 25% of side-foot costs for all vacant business property siding the improvement.  |   |
| You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012 |  |   |

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice) or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.



# MEMORANDUM

Department of Public Services

**DATE:** June 25, 2019

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

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

**SUBJECT:** 2019 Cape Seal – Public Hearing of Necessity

## INTRODUCTION:

The Department of Public Services maintains approximately 26 miles of unimproved residential streets through periodic cape seal surface treatment, the costs of which are partially assessed to properties adjacent to the proposed work. In accordance with city code and state statute, a public hearing to determine the necessity of the project is required before establishing a special assessment district (SAD).

## BACKGROUND:

DPS staff regularly reviews the city's unimproved streets and, if necessary, recommends a cape seal maintenance project. Staff considers surface age and existing conditions when drafting the recommendations. The most common failure conditions include surface wear and loss, road center crowning, and alligator cracking. In the fall of 2018, Public Services staff evaluated the city's unimproved streets and developed a proposed cape seal maintenance project for 2019, including the following streets:

|                  |                     |                    |                     |
|------------------|---------------------|--------------------|---------------------|
| <b>Norfolk</b>   | Saxon to Southfield | <b>Pleasant Ct</b> | Full Extent         |
| <b>Northlawn</b> | Cranbrook to Latham | <b>Lakeside</b>    | Oak to Quarton      |
| <b>Worth</b>     | Maple to Ridgedale  | <b>Croft</b>       | 14 Mile to Taunton  |
|                  | Madison to Kennesaw | <b>Sheffield</b>   | Woodward to S. Eton |
| <b>Wimbledon</b> | Woodward to Adams   |                    |                     |

Each exhibits one or more of the aforementioned conditions. Some street segments will require surface pulverization prior to treatment in order to address crowning and/or conditions that would require an excessive quantity of materials in order to sufficiently prepare the surface for chip and slurry application.

Since 1948, the City policy for assessing street maintenance work on unimproved streets is conducted in accordance with the following:

- 85% of the front-foot costs for improvement are assessed on all property fronting the improvement;
- 25% of the side-foot costs for improvement are assessed on all residential property siding the improvement;
- 85% of the side-foot costs for improvement are assessed on improved business property siding the improvement and;

- 25% of side-foot costs for improvement are assessed on vacant business property siding on the improvement.

The balance of the cost, 15% and 75%, front- and side-footage respectively, is paid by the City.

The following illustrates the estimated per-foot costs for each street:

|                  |                      |         |                    |                     |         |
|------------------|----------------------|---------|--------------------|---------------------|---------|
| <b>Norfolk</b>   | Saxon to Latham      | \$8.85  | <b>Pleasant Ct</b> | *full extent*       | \$12.37 |
|                  | Latham to Southfield | \$11.57 | <b>Lakeside</b>    | Oak to Quarton      | \$9.73  |
| <b>Northlawn</b> | Cranbrook to Latham  | \$9.65  | <b>Croft</b>       | 14 to Taunton       | \$11.26 |
| <b>Worth</b>     | Maple to Ridgedale   | \$11.00 | <b>Sheffield</b>   | Woodward to S. Eton | \$10.29 |
|                  | Madison to Kennesaw  | \$10.19 |                    |                     |         |
| <b>Wimbledon</b> | Woodward to Adams    | \$10.66 |                    |                     |         |

Costs vary based on street width, required preparation, and the quantity of material required for each. Additionally, the federal Americans with Disabilities Act requires sidewalk crossing ramps to be upgraded where applicable, the costs which are reflected in the listed estimates. Actual costs will be determined upon project completion.

Lakeview, from Harmon to Oak, was initially included in the proposed project, however subsequent to the publication of hearing notifications, several residents of Lakeview Ave contacted the Public Services and Engineering offices to express interest in pursuing a full improvement in lieu of cape seal. Because the petitioners were successful in obtaining sufficient support among neighbors to proceed with a full improvement, the Department of Public Services recommends proceeding with this determination of necessity, excluding Lakeview.

#### LEGAL REVIEW:

This report does not require legal review, however proposed special assessments are subject to statutory public notification requirements. Pursuant to those requirements, notifications were mailed to each property owner and/or occupant on June 14, 2019 and were published in the June 16 & 23 editions of the *Birmingham Eccentric* newspaper.

#### FISCAL IMPACT:

There is no fiscal impact related to the suggested resolution in this report.

#### SUMMARY:

Based on existing conditions on the aforementioned streets, the Department of Public Services recommends a determination of necessity and the creation of a special assessment district for the purpose of cape seal application. The proposed project is expected to begin in mid to late August and be completed by mid-September 2019.

#### ATTACHMENTS:

- Project Map
- Signed Lakeview Improvement Petitions
- Engineering Dept. – Cost/Benefit Report for Lakeview Residents

#### SUGGESTED RESOLUTION:

To determine necessity for the improvement to be known as 2019 Cape Seal Program-Public Street Improvement; further, approving the cost estimates submitted by the Department of Public

Services; further, creating a special assessment district and special assessments levied in accordance with benefits against the subject properties; further that the following method of assessment be adopted: 85% of front-foot costs for improvement are assessed on all property fronting the improvement; 25% of side-foot costs for improvement are assessed on all residential property siding the improvement; 85% of side-foot costs for improvement are assessed on improved business property siding the improvement and; 25% of side-foot costs for improvement are assessed on vacant business property siding on the improvement; further, to direct the City Manager to prepare the special assessment roll and present the same to the City Commission for confirmation at the public hearing on Monday, July 22, 2019 at 7:30 p.m.





### Petition Circulator:

Page:

Telephone No.

## REQUEST FOR PUBLIC IMPROVEMENT

(Special Assessments Only)

To: City Commission  
Birmingham, Michigan

We, the undersigned, owners of property in the City of Birmingham to be benefited by the proposed improvement, description of which property, and our addresses, are set forth opposite our respective names hereto, do hereby request the following public improvement, to wit:

**The installation of 26' wide concrete pavement with concrete curbs, parking allowed on both sides, and concrete driveway apron replacement.**

**Location:** Lakeview Ave. – Oak St. to Harmon St.

It is the practice of the city that as part of this project city staff will review the condition and make improvements to the city sewer and water mains. The city also bids out sewer service line replacement as a part of the construction contract so that all private sewers that are over 50 years old are also replaced, which will result in a second special assessment. The City also encourages private utilities (gas, electric and wire equipment companies) to review their facilities at no additional cost to the homeowner. The replacement of sidewalks will be added to the special assessment district costs whenever it is necessary to replace to be compatible to the improvement in the right-of-way and adjoining properties.

This request is made for the purpose of advising the City Commission of the desire for such improvement and willingness to have property assessed if the Commission, in the exercise of its discretion, orders such improvement to be made. Subsequent to your signing this petition should you wish to have your name withdrawn from the petition you are asked to send a letter to the City Engineer to represent the removal of your signature. Your letter must be received prior to the City Commission action to declare necessity in order for the withdrawal to be effective.

[illegible]



## 16/7

To: City Commission  
Birmingham, Michigan

The installation of 26' wide concrete pavement with concrete curbs, parking allowed on both sides, and concrete driveway apron replacement.

**Location:** Lakeview Ave. - Oak St. to Harmon St.

This request is made for the purpose of advising the City Commission of the desire for such improvement and willingness to have property assessed if the Commission, in the exercise of its discretion, orders such improvement to be made. Subsequent to your signing this petition should you wish to have your name withdrawn from the petition you are asked to send a letter to the City Engineer to represent the removal of your signature. Your letter must be received prior to the City Commission action to declare necessity in order for the withdrawal to be effective.

[illegible]

[illegible]



### Petition Circulator:

Page: 3/7

Telephone No. \_\_\_\_\_

(Special Assessments Only)

To: City Commission  
Birmingham, Michigan

We, the undersigned, owners of property in the City of Birmingham to be benefited by the proposed improvement, description of which property, and our addresses, are set forth opposite our respective names hereto, do hereby request the following public improvement, to wit:

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[illegible]

Page: 4/7[illegible]

Christina McKenna Walton

5/7

248-514-7085

(Special Assessments Only)

5/31/19 Marjorie Duncan 540 Lakeview Margie Duncan  
5/31/19 Todd Emerson 619 Lakeview  
5/31/19 Todd Emerson 611 Lakeview  
6/5/2019 DAVID A. SCHWARTZ 550 LAKEVIEW David Schwartz

Page: 619

[illegible]



STATE OF MICHIGAN     )  
                                      )  
COUNTY OF OAKLAND    )     SS.:

I, being duly sworn, say that I reside at No. 608 Lakewood Avenue,

that I know of my own personal knowledge that each of the persons purporting to sign the foregoing request did sign the same and that all of said signers are property owners of the City of Birmingham.

Christina M. Korman (Signed):

Address:  
608 Lakewood Ave, Birmingham MI 48009

(Date Submitted): June 21, 2019

Signed, subscribed and sworn to before me, a Notary Public  
in and for said County this 11<sup>th</sup> day of June, 2019

Cheryl Arft  
My Commission Expires: 9-3-2024



# **PROPOSED PROJECT REPORT**

## **LAKEVIEW AVENUE PAVING**

**Oak St. to Harmon St.**



**City of Birmingham  
Engineering Department**

**June 28, 2019**

## **PROPOSED PROJECT REPORT: LAKEVIEW AVENUE PAVING**

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## I. INTRODUCTION

Recently, the residents on Lakeview Avenue between Oak Street and Harmon Street signed and submitted a petition requesting that the City install a new paved surface on their street. The following report has been prepared to allow property owners in the affected area to understand the full impact of the idea.

With the submission of this petition, verified signatures representing **fifty-four percent (54%)** of the properties on this street indicated that they would be in favor of a paving project. Anyone who signed the petition, who, for whatever reason, is no longer in favor of the project, will need to indicate so in writing to our office to have his or her name removed. Likewise, anyone that wishes to add his or her name in favor of the project will need to submit a note in writing to our office indicating this.

## II. EXISTING CONDITIONS

### ROADWAY HISTORY

Lakeview Avenue (between Oak Street and Harmon Street) was originally platted in 1916 and 1918 with a sixty (60) foot road right-of-way. The road was constructed as a gravel road and has never been engineered to drain water or serve as a durable road surface. Over the years, as with other gravel streets in Birmingham, the road surface began to be oiled to reduce dust and improve stability. Starting in the 1940's, the road began to be chip sealed. As technology improved, a cape seal process has been used which creates a surface resembling asphalt, without the durability properties of asphalt. Resealing is often necessary every seven (7) to ten (10) years depending on particular conditions of the road.

As with all cape seal streets, the surface of Lakeview Avenue is rough in spots and the edges tend to break off. Water and mud can remain in the roadway at some locations long after rainstorms are over. Drainage has been a problem, particularly along the edge of the street. Grass near the street is difficult to maintain, since vehicles often park off the edge of the street. The existing road surface is approximately twenty (20) feet wide, but there are areas where it is wider to allow for on-street parking in front of some homes. The roadway is generally centered in the sixty (60) foot wide City Right of Way.

The existing sidewalks on Lakeview Avenue are generally four (4) feet wide.

### PUBLIC UTILITIES

There is an existing eight (8) inch combined sewer that runs from Oak Street to Harmon Street that was constructed in 1926. There is also an existing twenty-one (21) inch combined sewer that flows from Vinewood Avenue south to Harmon Street that was constructed in 1941.

There is an existing six (6) inch cast iron water main that runs from Oak Street to Harmon Street that was installed in 1923.

Given the age and nature of this infrastructure, future study of these systems may require their replacement. While there is no additional cost for the replacement of water mains or sewer lines, there may be additional costs for sewer lateral replacements and water lead replacements as outlined below.

### **III. PROPOSED IMPROVEMENTS**

#### **ROAD IMPROVEMENTS**

Lakeview Avenue is proposed to be paved with the City's standard road width in a residential area, which is **twenty-six (26) feet**, measured between the face of the curbs. An example of how this width appears can be found on Greenwood Street. Unlike Greenwood Street, however, the entire road will be constructed of concrete, which is now the City's standard pavement for new roads.

Lakeview Avenue has a sixty (60) foot wide right-of-way. After the installation of the road as described above, there will be approximately twelve (12) feet of grass between the sidewalk and the curb. Typically, tree roots grow in the direction of available water. In the case of street trees, the roots tend to grow towards the adjacent front yards, and away from the street. The impervious nature of the hard gravel road, and later the sealed paved surface, discourages the growth of roots in the area of the road. Nevertheless, we cannot guarantee what impact this project will have on each tree until the project is underway, as each tree is different.

The proposed limits for this project would start at the south side of the Oak Street intersection and go to the north side of the Harmon Street intersection, including the Vinewood Avenue intersection.

The sidewalks will generally remain as they are today, with repairs where damaged occurred due to installation of the sewer leads, or where needed for existing trip hazards. All sidewalk ramps within the project limits will also need to have ADA compliant ramps and detectable warnings installed.

Since all existing trees were installed relatively close to the City sidewalks, no trees are slated for removal as a result of this project. It should be noted that the City has constructed several new streets with similar situations, and typically very few trees are lost due to construction. However, since the risk of damage is present, homeowners need to be aware that some tree loss may occur, either during construction, or subsequent to it.

#### **PUBLIC UTILITY IMPROVEMENTS**

##### **SEWER LINES**

A cursory review of the existing sewers indicates the possible need for improvements. However, additional research and/or a study will be required in order to determine the extent and type of improvements, if any. This will be conducted by the City once the project is authorized and before the design begins to ensure all necessary pipe replacement and/or repairs are done to ensure that the pipe is stable for many years to come.

## **WATER LINES**

The existing water main will be replaced with a new eight (8) inch water main as part of this project. An alignment for this water main will have to be determined during the detailed design phase. We will work to avoid damage to the existing trees, but it is possible that a small number of trees may be in conflict with this work.

**\*\*\*It should be noted that the improvements to the City water main and any improvements deemed necessary to the City sewer, will not affect (increase) the cost of the special assessment.\*\*\***

### SEWER LATERAL REPLACEMENT (THE LINE FROM YOUR HOME TO THE CITY SEWER)

Beginning in 2007, whenever the City is constructing a new pavement such as envisioned in this project, each home's sewer lateral must be considered relative to its remaining service life. Each homeowner is responsible for the maintenance of their sewer lateral from the home to the City sewer connection. The portion from the right-of-way line to the City sewer can be quite costly to repair if done on an emergency basis because it has collapsed. Experience has shown when older sewer laterals are replaced in conjunction with a street renewal project, the cost of the work is generally substantially reduced. Replacing older sewer laterals also significantly reduces the possibility of the new pavement having to be cut and patched afterward due to the continuing decline of sewer laterals. With that in mind, should the City Commission authorize the installation of a new pavement, **all homes with sewer laterals older than fifty (50) years (the expected service life of an underground pipe from that era), will be included in a second special assessment district requiring removal and replacement of the sewer lateral in the right-of-way at homeowner expense as part of this project.**

### WATER SERVICE REPLACEMENT (THE LINE FROM YOUR HOME TO THE CITY WATER)

Beginning in 2017, whenever the City is constructing a new pavement such as envisioned in this project, each home's water service must be considered relative to its size (diameter) and material. Each homeowner is responsible for the maintenance of their water service from the home to the City water connection. Experience has shown when water services are replaced in conjunction with a street renewal project, the cost of the work is generally substantially reduced. Upgrading the water service to one (1) inch diameter service also significantly reduces the possibility of the new pavement having to cut and patched afterwards due to either the desire by the homeowner to upgrade the size, needed replacement or from new construction. The current Building Code requires all new construction to have a minimum of a one (1) inch diameter water service. With that in mind, should the City Commission authorize the installation of a new pavement, **all homes with water laterals that are ¾" in diameter will be included in a third special assessment district requiring removal and replacement of the water service in the right-of-way at homeowner expense as part of this project.**

## IV. PROJECT APPROVAL PROCESS

### PUBLIC HEARING TO AUTHORIZE PROJECT

Installing a new permanent improved pavement on Lakeview Avenue will require that the City Commission authorize the creation of a special assessment district (SAD). Prior to this occurring, the Engineering Department will hold an informational meeting with residents on the street to review this program and answer any questions you may have to ensure that you fully understand what is being proposed prior to scheduling the Public Hearing. This informational meeting is scheduled for **July 16, 2019 at 7:00 p.m. at City Hall**. After the open informational meeting described on the cover letter is held, if it can be demonstrated that **a majority (over 50%)** are still in favor of the road paving plans, City staff will forward the petition to the City Commission, and recommend that a Public Hearing of Necessity of this project be scheduled to consider whether to authorize the project. The Public Hearing date will likely be set approximately four (4) weeks later. City staff will invite all property owners by individual notice (and advertise in the local press) to a Public Hearing for the purpose of taking comments in regard to the proposed project.

The Public Hearing will provide a forum for those impacted by the project to discuss the matter with the City Commission prior to any decision on the project being made. Any interested party may provide comment either by appearing and speaking at the meeting, or filing a letter with the City Clerk, preferably one (1) week prior to the scheduled hearing date.

After the Public Hearing is closed, the City Commission will determine if the proposed project is necessary and advisable. If they vote in favor of the project, the City Assessor will be directed to prepare a special assessment roll identifying all properties to be assessed, and the estimated amounts to be assessed against each property (described below). A second Public Hearing will be scheduled to confirm the roll of assessments.

### PUBLIC HEARING TO CONFIRM ASSESSMENTS

The City Commission will then schedule another Public Hearing for the confirmation of the roll assigning the amounts for the special assessments. The City will again invite all property owners to this hearing. Property owners will be able to determine their particular assessment at the City Clerk's office for a period of ten (10) days prior to the hearing. The City Commission may confirm, correct, revise, or annul the special assessment roll.

A property owner or party-in-interest may file a written appeal of the special assessment with the Michigan Tax Tribunal within thirty (30) days of the confirmation if the property owner or party-in-interest, or their agent, appears and protests the assessment at the Public Hearing held for the purpose of confirming the roll. Appearance and protest may be made in person at the hearing, or may be made by filing a letter with the City Clerk prior to the hearing. If a protest is not made at the Public Hearing, an appeal may not be filed with the Michigan Tax Tribunal.

If the Commission confirms the roll, the Engineering Department will begin design of the project. After construction takes place, and final costs are available, the roll is subject to adjustment after the actual cost of construction is determined.

## V. CONSTRUCTION

### ANTICIPATED CONSTRUCTION SEQUENCE

Construction will likely take the following course:

1. The existing road surface will be removed or pulverized.
2. City sewer will be replaced and/or repaired (if determined necessary).
3. City water main will be replaced.
4. Sewer and water services will be replaced on an as-needed basis.
5. The existing storm drains will be abandoned, and new catch basins will be installed to accommodate the new road design. Short sections of storm sewer will be installed to drain these new basins.
6. The new grade of the road will be roughed out; generally about twelve (12) inches lower than the existing road, to ensure that all front yards drain properly to the street.
7. A gravel road base will be prepared.
8. New concrete pavement with integral curb will be installed. The new pavement will take **at least seven (7) days** to cure to gain strength before it can be re-opened to traffic.
9. New concrete driveway approaches will be installed. The drive approaches will match the width as needed for each existing driveway, and will be replaced complete from the sidewalk to the new curb.
10. The existing sidewalks will be repaired (where needed) to provide a consistent walking surface and new sidewalk ramps will be installed that meet current ADA regulations.
11. All yard areas within the right-of-way will be graded off, and topsoil will be placed. Front yards will generally be sodded. Seed and mulch will be used in small areas where sod is impractical, in areas where sod would not be watered, and adjacent to large trees. Seed will also be installed upon written request.
12. The Contractor will return for a short period of time (normally two weeks) to ensure that the grass is growing sufficiently in all disturbed areas. Homeowners are encouraged to water and maintain new lawn areas after the Contractor's work has been completed.

The above phases may be interchanged somewhat based upon Contractor's preference, and weather conditions.

Access to each property's driveway will be maintained during the majority of the work. Access may be limited during the following operations:

1. City sewer or sewer service installation directly in front of the driveway approach.
2. City water main or water service installation directly in front of the driveway approach.
3. Installation of new catch basins and connections to City sewers.
4. Installation of the concrete pavement.
5. Installation of the concrete drive approach (or sidewalk).

Of the above, only items 4 and 5 should involve overnight periods. Once the new concrete is placed, it is important that all traffic stay off a minimum of seven (7) days. Note that the time between the beginning of road base construction until the drive approach is ready to be driven on can be as much as **three (3) weeks**. Sewer and water main work will impede access during the day, but traffic will be permitted to return at night.



All residents will be notified ahead of time if access is to be restricted, so that vehicles may be pulled out if needed.

It is anticipated that if this project is approved by the City Commission in the fall of 2019 that the construction on this project should be included in a larger contract during the 2020 construction season.

#### INSPECTION

During construction, a City Inspector will be assigned to the project. The City Inspector and the Contractor's Foreman will be on site every day that work is occurring, and will be available to discuss any concerns or problems that you have as a result of the project. The Engineering Department will also be available between 8:00 A.M. and 5:00 P.M. weekdays to respond to any concerns that cannot be resolved at the work site **(248) 530-1840**.

#### SPECIAL TREATMENTS (IMPROVEMENTS BETWEEN THE SIDEWALK AND THE STREET)

Note that any special landscaping treatments in the right-of-way, such as underground sprinklers, brick pavers, wood ties, shrubbery, etc., will be impacted by the project. These special items will be removed if they will be inappropriate relative to the new street. Items such as underground sprinklers will likely be damaged or destroyed. Any repairs or replacement to sprinkler systems or other special landscaping treatments (within the right-of-way) will need to be accomplished by the property owner, prior to project completion, at their own expense. Replacement of such items will be subject to the provisions of a Special Treatment License.

## **VI. COSTS & FINANCING**

This project will include various cost components (i.e. Paving Assessment, Drive Approach, Sewer Lateral Replacement and Water Service Replacement, if necessary) that are considered assessable costs and will be assessed by the City.

#### ASSESSABLE COSTS

Assessable costs include grading, street surfaces, driveway approaches, sidewalks, curb and gutter, drainage structures, and final restoration. The City of Birmingham pays for 15% of the cost of the project. The adjacent property owners share the remaining 85%. The **estimated assessment for this project is approximately \$195.00 per front foot**. The estimated cost includes engineering design, construction, inspection, and project administration. Should bids come in significantly different than anticipated, City staff will review the costs and make an appropriate recommendation to the City Commission.

Corner properties are provided some financial relief in certain cases. For single family houses, if the longer side of a corner property faces the street being constructed, the City will pay two-thirds (2/3) of the cost of the assessment for that property. The property owner will be charged the remaining third (1/3). If the short side of a corner property faces the street to be constructed, the owner pays 100% of the assessment. This reduction will apply to the property owner on the southwest corner of Vinewood Avenue and Lakeview Avenue (684 Lakeview).

FINANCING INFORMATION

Once the assessment has been confirmed (at the estimated rate), and funding has been authorized, billings for the first installment shall be due and payable within sixty (60) days after billing. Normally this occurs near the starting date of the project. **You will have the option of paying the assessment in full or participating in a payment plan for up to ten (10) years.** Bills not paid when due will be subject to additional interest and penalties. If you desire to pay the cost of the assessment over a ten-year period, you will pay interest at the rate fixed by the Commission at the time of the confirmation hearing. The interest rate selected reflects current market conditions, but will not exceed 12%. You may pay off the assessment, including interest accrued to date; or you may pay the total amount at the first payment date and not accrue any interest. If you elect to pay in ten (10) installments, interest will then be charged to the second and subsequent bills, based upon the unpaid balance. Subsequent bills will arrive approximately every twelve (12) months thereafter, until the assessment is paid.

For this example, a 50-foot lot width was used, and a 130 square foot driveway approach. In addition, the sewer lateral replacement is estimated at \$70.00 per linear foot for 30 feet in the road right of way and the water service replacement is estimated at \$60.00 per linear foot for 30 feet in the road right-of-way.

The assessment for this parcel would be calculated as follows:

|                                   |                                |                    |
|-----------------------------------|--------------------------------|--------------------|
| Paving Assessment:                | 50 LF @ \$ 195.00 / LF =       | \$ 9,750.00        |
| Drive Approach:                   | 130 SF @ \$ 6.50 / SF =        | \$ 850.00          |
| Sewer Lateral Replacement:        | 30 LF @ \$ 70.00 / LF =        | \$ 2,100.00        |
| <u>Water Service Replacement:</u> | <u>30 LF @ \$ 60.00 / LF =</u> | <u>\$ 1,800.00</u> |

**TOTAL: \$14,500.00**

Total Cost = \$ 14,500.00  
Assumed Interest Rate = 5.0%  
Loan payable over 10-year period.

No interest on first payment.  
Interest due on unpaid balance.

Principal payments = \$ 14,500.00 divided by 10 = \$ 1,450.00

The following chart provides an example of the assessment period over ten (10) years using the rates specified above. An interest rate of 5% has been selected for this example, only.

| YEARS     | PRINCIPAL   | UNPAID<br>BALANCE | INTEREST<br>CHARGE | YEARLY<br>PAYMENT |
|-----------|-------------|-------------------|--------------------|-------------------|
| 1st Year  | \$ 1,450.00 | \$13,050.00       | \$ -               | \$ 1,450.00       |
| 2nd Year  | \$ 1,450.00 | \$11,600.00       | \$ 652.50          | \$ 2,102.50       |
| 3rd Year  | \$ 1,450.00 | \$10,150.00       | \$ 580.00          | \$ 2,030.00       |
| 4th Year  | \$ 1,450.00 | \$ 8,700.00       | \$ 507.50          | \$ 1,957.50       |
| 5th Year  | \$ 1,450.00 | \$ 7,250.00       | \$ 435.00          | \$ 1,885.00       |
| 6th Year  | \$ 1,450.00 | \$ 5,800.00       | \$ 362.50          | \$ 1,812.50       |
| 7th Year  | \$ 1,450.00 | \$ 4,350.00       | \$ 290.00          | \$ 1,740.00       |
| 8th Year  | \$ 1,450.00 | \$ 2,900.00       | \$ 217.50          | \$ 1,667.50       |
| 9th Year  | \$ 1,450.00 | \$ 1,450.00       | \$ 145.00          | \$ 1,595.00       |
| 10th Year | \$ 1,450.00 | \$ -              | \$ 72.50           | \$ 1,522.50       |
| TOTALS    | \$14,500.00 |                   | \$ 3,262.50        | \$ 17,762.50      |

Average payment per year = \$ 1,766.25

Note that the billing cycle may begin before the project is completed. There will be no refunds on interest paid by any property owner if this occurs.

## VII. POST-CONSTRUCTION

### BENEFITS

If the project is constructed, once completed, there are several benefits to be derived. As with other curbed streets, street-side leaf pickup during the months of October and November will be provided. Leaves need to be deposited at the curb, and the Department of Public Services will make two (2) pick-ups on each street, per year, at no additional cost. Once the road is paved, the **City will be fully responsible for its continued maintenance.** This will include patching, crack sealing, and eventually, resurfacing or complete reconstruction.

## VIII. DISCLAIMER

The information provided in this report was based upon facts at the time written to the best of the Engineering Department's knowledge. The City of Birmingham reserves the right to change the policies and procedures noted herein without notice based upon changing conditions that may be appropriate in the future. If you have knowledge that any of the information contained in this report is incorrect, please contact the City of Birmingham Engineering Department as soon as possible to notify them of any inaccuracies.



## MEMORANDUM

Planning Division

**DATE:** July 2, 2019

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

**FROM:** Jana Ecker, Planning Director

**SUBJECT:** Master Plan Update

---

Over the past few months, the DPZ team hired by the City to update our comprehensive master plan has been conducting information gathering sessions with members of the public. The team conducted a web survey this spring with a strong participation rate among residents. In addition, the team conducted many stakeholder meetings during April and May, meeting with property owners, residents, neighborhood groups, business owners and institutional partners in the City to solicit detailed input on the City's needs, specific concerns and recommendations for the future vision of the City.

From May 14, 2019 through May 21, 2019 the DPZ team also conducted a public visioning charrette to gather input from residents and business owners for integration into a strategic vision for the neighborhood and commercial areas within the Plan. An analysis of the findings from the survey and the stakeholder meetings was incorporated into the sessions running during the charrette and the key findings and proposals that were presented in the final presentation at the end of the week long charrette.

A second web survey has been released to solicit additional input from residents based on the proposals developed during the charrette process to gauge how these ideas resonate with the public. In addition, a public open house will be held July 8 – 10, 2019 in the former charrette space at 255 S. Old Woodward to discuss and evaluate some the key findings and discuss their refinement and progression into a draft master plan.

DPZ team members will attend both the City Commission and Planning Board on July 8 and 10, 2019, respectively to provide an update on the findings and progress to date, to solicit input, and to promote the next steps of the master planning process. A Charrette Summary Report is attached for your review that provides an early summary of the concepts and findings from the public input process to date to be further studied and included in a draft master plan.

For further information on the master planning process and to stay involved, please visit the project's website at **[www.birminghamplan.com](http://www.birminghamplan.com)**.



# CHARRETTE SUMMARY

Draft 06/25/2019



MCKENNA



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*The project team taking a tour through Birmingham.*

## PROJECT TEAM

### CLIENT

City of Birmingham, MI

### DPZ

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#### JACOBS

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 John Wirtz  
 Craig Jackoben



*Mike Mabaquiao designing solutions for the Rail District.*





*The project team conducts a public meeting for the region of Birmingham.*

## CHARRETTE SUMMARY

Developing a Citywide Master Plan is a significant undertaking that will span an entire year. The focus of the Master Plan should emerge from direct observation and community input. A week-long charrette was held to achieve both goals, situating the consultant team in Birmingham to observe the daily operation of the City and scheduling numerous public meetings to receive input. This document summarizes the primary issues and policy solutions determined through the charrette process. Through additional community outreach, one-on-one engagement, and coordination with the City Commission and Planning Board, the consultant team will build upon these details to assemble the Master Plan. Additional details have been gathered through in person and online forums. Some of those details will be represented in the Master Plan, while others fall outside of the purview of this document. The City will be provided with a record of all such input, whether it is appropriate subject matter for the Master Plan or not.

This document is organized in 9 key topic areas. Overlap between topics is inevitable in planning as all aspects of a City are interrelated. In particular, sections 02, 03, and 04 are closely related, differentiated so that the reader can more readily absorb the very complex topic of neighborhoods. The details of this summary document are intended for public review in order to generate feedback prior to writing the Master Plan. Further opportunities for input may be found on the project website: [TheBirminghamPlan.com](http://TheBirminghamPlan.com).

# 01 parking

## REVISE NEIGHBORHOOD AND DOWNTOWN PARKING POLICIES

### NEIGHBORHOOD PARKING

#### OVERVIEW

Presently, parking policies within Birmingham neighborhoods confuse visitors and residents and are impossible to enforce. Current posted requirements differ substantially throughout the City to such an extent that the police department can only enforce by complaint. Decades of block-by-block modifications has eroded the public nature of streets. The source of resident requests are real problems created by parking overflow in key areas of the City, but there is a mismatch between the conditions creating problems and the number and location of solutions. The plan proposes a limited set of rules be adopted along with a program to extract neighborhood benefits from the peak-offenders of excessive parking generation.

### DOWNTOWN PARKING

#### OVERVIEW

As far back as the 1980 Birmingham Plan, a lack of downtown housing has been identified as detrimental to the future of the City. Recent downtown housing is large and expensive, a mismatch with market demand. When market-driven housing supply diverges from market demand, the cause tends to be regulation which influences the market. In downtown, the mismatch is due to a pair of policies which are at odds with each other. On one hand, a height bonus is available for developments that include housing. On the other hand, downtown housing requires off-street parking on site, which is not required for non-residential uses. Together these result in large units (less total on-site parking) that are too expensive (to pay for the size). The plan proposes that downtown structured parking be made available to downtown housing, encouraging more housing while controlling price since parking is off-site. Additional recommendations concern parking wayfinding throughout downtown, pricing for on-street and structured parking, and coordination with neighborhood parking recommendations.

## observation of current conditions

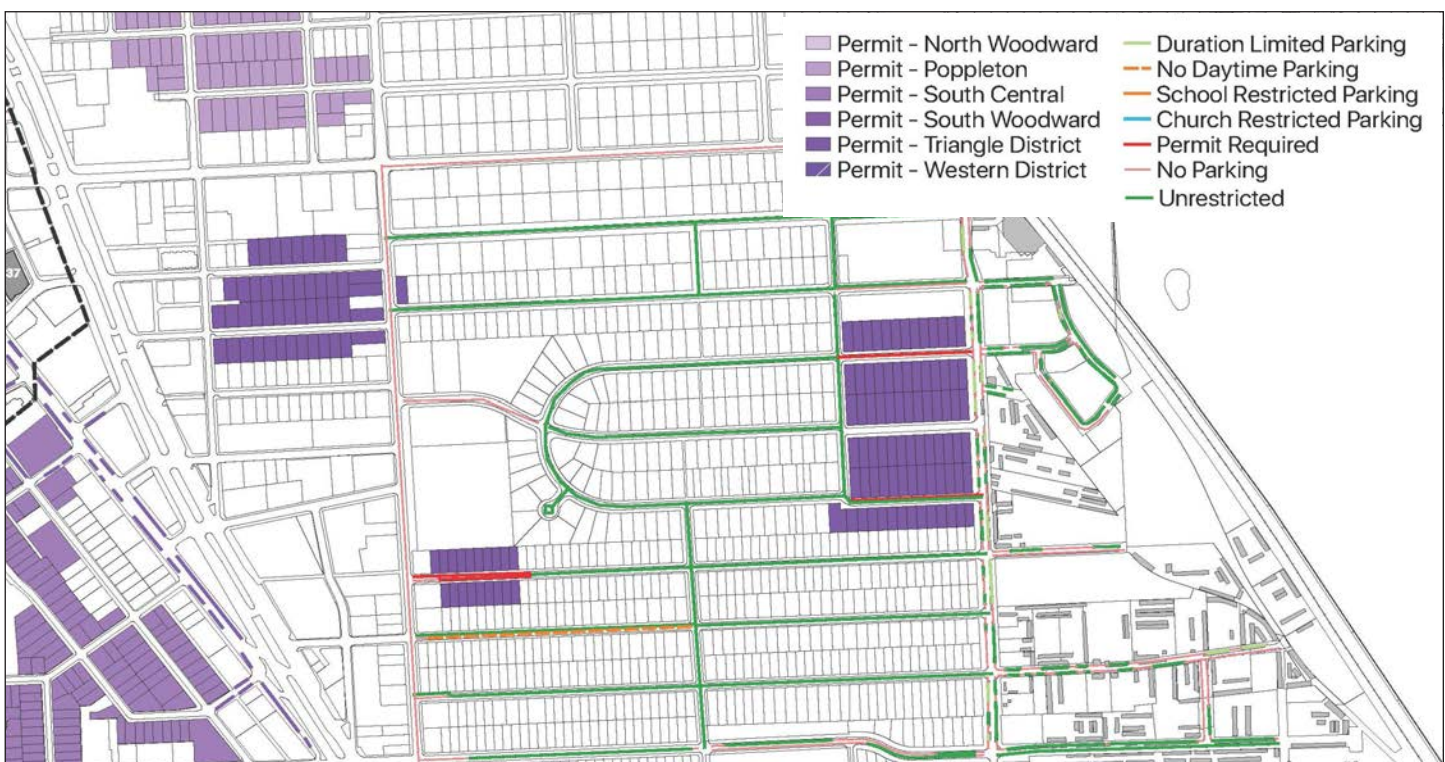
**SAMPLED AREA: RAIL DISTRICT ADJACENCIES**

*The consultant team was alerted early on to parking issues, particularly in areas adjacent to Downtown, the Rail District, and Seaholm. Issues were identified both by City staff and residents, representing two opposite sides of a complex issue. Residents are understandably concerned with parking spill-over from nearby non-residential uses. City staff is concerned that removing parking exacerbates parking spill-over, the complexity of regulations is difficult to enforce, and that street parking is a public good.*

Observations in the Rail District corroborate all of these concerns. Regulations have clearly been created to limit nighttime use of on-street parking to ensure residents have available parking. To solve this, the small area diagrammed below includes 8 different standards, some with very minor differences. This is difficult to enforce as this area is a microcosm of the City as a whole; the Police use a much more simplified set of rules to enforce yet enforces mainly through complaints. Some areas have entirely removed parking, which encourages speeding - another issue of concern to residents. And lastly the perception of insufficient parking in the Rail District is not in step with the actual availability of parking. However the complexity of restrictions contributes to violations.

**EXISTING RESTRICTIONS**

- 15 Min Parking 8am-9am Except Sun. & Holidays
- 2 HR Parking 6am-4pm Except Sat, Sun., & Holidays
- 2 HR Parking 8am-6pm Except Sun. & Holidays
- 2 HR Parking 9am-6pm Except Sun. & Holidays
- 2 HR Parking Limit
- No Parking Anytime
- Parking Allowed, All Times
- Permit Parking Required at All Times





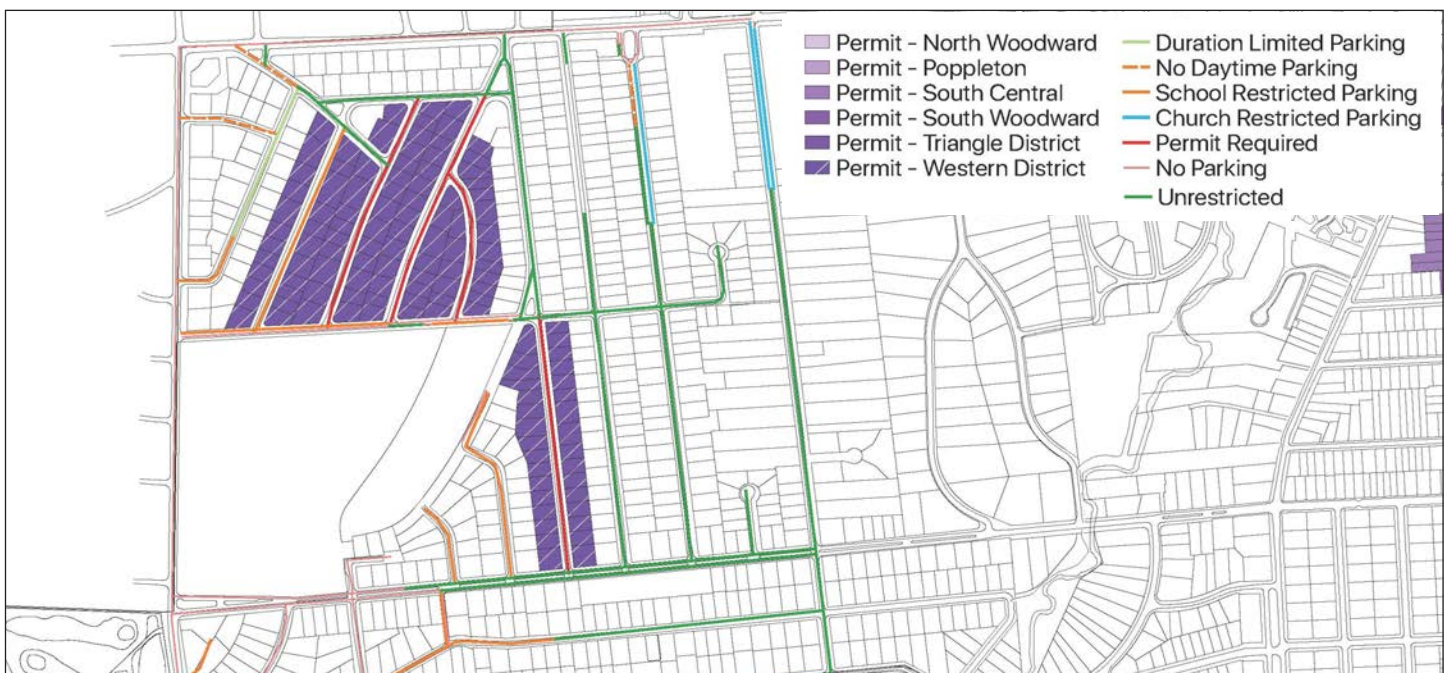
### SAMPLED AREA: SEHOLM ADJACENCIES

*The consultant team was alerted early on to parking issues, particularly in areas adjacent to Downtown, the Rail District, and Seaholm. Issues were identified both by City staff and residents, representing two opposite sides of a complex issue. Residents are understandably concerned with parking spill-over from the school. City staff is concerned that removing parking exacerbates parking spill-over, the complexity of regulations is difficult to enforce, and that street parking is a public good.*

Observations around Seaholm corroborate all of these concerns. Regulations have clearly been created to limit student use of on-street parking. The issue at Seaholm is especially difficult because the City has no regulatory control over the School District. The obvious solution is to add parking on Seaholm's campus, yet this cannot be enforced. As a result, parking restrictions along surrounding neighborhood streets are extremely complex, when they should be solving for a simple problem. This very small sample area includes 12 different conditions, the specifics of which are too complex to effectively enforce. Like the Rail District, enforcement is done by complaint. While the problem here is real, there is no solution available with the institution at fault. However an anecdotal clue was offered: some residents have charged students a small fee to park in their driveways. At issue is mainly that parking spill-over provides no benefit to the neighborhood, only a negative impact. This leads to a consideration detailed on the following page, which is providing an option that results in benefit to the immediate surrounding community.

### EXISTING RESTRICTIONS

- 2 HR Parking 9am-5pm Except Sat, sun, & Holidays
- No Parking 8am-6pm
- No Parking, 7am-9am Except Sun. & Holidays
- No Parking, 8am-6pm Except Sat., Sun. & Holidays
- No Parking, 8am-6pm Except Sun. & Holidays
- No Parking, M-F 7am-2pm
- No Parking, School Days 7am-3pm
- No Parking, School Days 8am-10am
- No Parking, Sunday 7am-1pm
- Parking Allowed, All Times
- Parking Permit 7am-4pm School Days
- Residential Permit Parking



## neighborhood parking recommendations



*Current conditions on two streets with differing levels of parking restrictions.*

## RECOMMENDATIONS

To reduce excessive complexity that leads to enforcement difficulties, and to solve for the real issues of spill-over parking, we recommend that the City simply begin anew. There is far too much variation in existing restrictions to adjust them one-by-one. Each block would be allowed to choose from 3 conditions, outlined below, applied at the level of the full block, both sides of the street included. A 4th condition would be available for select neighborhoods, as described in the section on neighborhood parking benefit districts.

## NEIGHBORHOOD PARKING BENEFIT DISTRICTS

Neighborhood parking benefit districts are recommended in order to provide additional parking while investing revenue from that parking into the immediate neighborhood. This is particularly applicable to downtown-adjacent neighborhoods and Seaholm. Parking is restricted by permit per #2 below, however permits are sold to non-neighbors for on-street parking. Revenue from permit sales is re-invested in the neighborhood to improve streets and support neighborhood social programming. As a result, employee and student parking issues are alleviated and the neighborhood directly benefits. Permit sales would be managed through the existing systems in place within the Downtown parking district and limited in number to ensure on-street parking remains available for residents.

## LAWN CARE

A specific issue of lawn care crews and parking was raised a number of times in stakeholder group discussions. Some residents have worked to limit neighborhood parking specifically to avoid lawn crews parking their trucks on the street. Yet many of these same people use lawn crews to maintain their yards. Restricting lawn crew parking only leads to parking violations and other disruptions. The only real solution to this issue is encouraging neighbors to use the same lawn care service, which would reduce the number of trucks and equipment parked in any given area. The city is large enough to support the same number of crews currently in operation, simply with different client portfolios. This is not an action that the City can lead nor a recommended policy. This recommendation should be addressed as much as possible by neighborhood associations.

## ADDITIONAL PARKING OPTIONS

1. No restriction
2. 2-hour parking from 9am to 4pm, except by permit
  - This addresses daytime parking issues from students and downtown workers.
3. Parking by permit only, 5pm to 10am
  - This addresses nighttime parking issues from food service.



# 01 parking

## signage and meter rates

### DOWNTOWN SIGNAGE

Numerous issues were raised concerning downtown parking. Many of these issues stem from navigation and access to information. Some downtown garages have significant capacity at all times while others are often full, yet drivers are unaware. Improved signage is necessary.

#### OBSERVATIONS

- Visitors don't know the location of all garages
- Daytime capacity is constrained
- Capacity is only available once arriving at a garage
- Capacity information is combined between monthly and transient users

#### RECOMMENDATIONS

- Add smart signage directing users to the nearest garage with available capacity
- Separate counts for transient spaces

### DOWNTOWN METER RATES

The downtown parking district is ready to leverage recent technology to adjust on-street meter rates according to demand. The following observations and recommendations should be considered when adjusting rates.

#### OBSERVATIONS

- Meters are equipped for demand or tiered pricing
- Parking rates in the core CBD should be adjusted to encourage parking in structures and on-street availability
- The population is not prepared for fully dynamic pricing

#### RECOMMENDATIONS

- Adjust meter rates until an average of 15% of spaces along each street are available.
- Keep meter rates constant for a minimum of 2 months, unless the change reduces rates



*Example of smart signage that utilizes arrows and general counts rather than garage-specific metrics. This can be tailored to the character of Birmingham.*

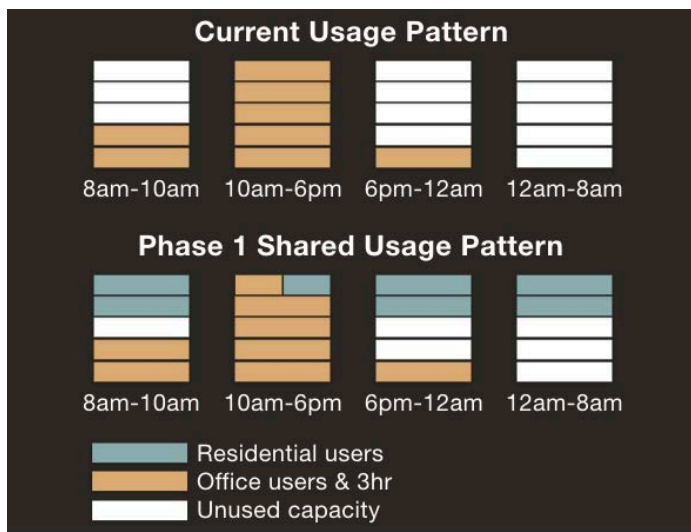


*Current parking meters in the downtown should be adjusted based on demand and usage patterns.*

## unused structured parking capacity



*Underutilized garage parking, especially after business hours, can better serve downtown residents by permitting shared use.*



*Usage for downtown parking helps illustrate residential parking potential for non-office users during non-office hours.*

## DOWNTOWN UNUSED CAPACITY

**ASSUMPTION:** Future capacity will be limited west of Woodward

**USAGE:** Nighttime parking is severely underutilized; capacity problems are derived from office users

**INFLUENCE:** Downtown housing, especially reasonably priced housing, is lacking

**STRATEGY:** Allow downtown residential parking passes for parking structures, intrinsically resulting in limited unit size and price

### OBSERVATIONS

Presently, downtown is significantly under-served with housing. Current policies have disincentivized housing downtown, especially the reasonably priced housing that downtowns are most adept at providing. The disincentive stems from parking, where downtown residential uses are required to have on-site parking. This is paired with a one-floor height bonus for housing. Where developers have obtained the height bonus, they were encouraged to build as few units as possible to fill that floor in order to limit on-site parking, which is difficult to fit on most downtown properties. This has resulted in very large and very expensive housing downtown, for which there are few people in the market.

### RECOMMENDATIONS

We recommend that capacity in downtown's parking garages be made available for downtown housing. Doing so will encourage housing downtown to be built and be aligned with the size and price of units that the market currently demands. Price is additionally controlled by parking being located off-site, which reduces the potential housing cost.

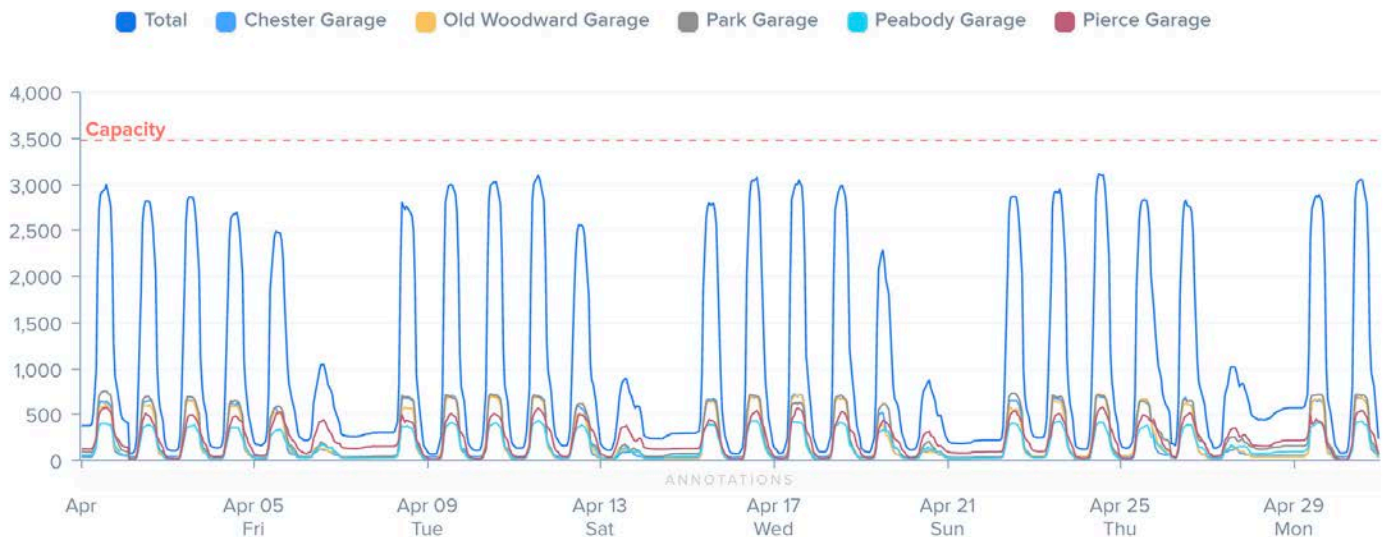
Capacity in downtown's parking garages is a concern regularly raised, especially when considering adding residential users. The City, however, has invested in parking management technology that provides extremely detailed analysis of current parking patterns. During the daytime, there are around 300 spaces unfilled on the highest peak days. At night, 3,200 spaces are unfilled. And over the weekend 2,600 spaces are unfilled. Further investigation into daytime parking shows that peak times are between 10am and 4pm, however only 30% of parking pass holders park for 6 hours or more, meaning that space availability fluctuates during the day. Observing parking rates over a month, it is clear that more than 300 spaces are regularly available, with only 3 or 4 days out of the month where capacity drops below 500 available spaces.

Significant capacity is available for residential parking downtown, which helps fulfill reasonably priced housing needs in Birmingham. This is easily solved through policy adjustment, and the technology is in place to very closely measure the impact.

# 01 parking

## current structured parking usage

### DOWNTOWN GARAGES MONTHLY CAPACITY

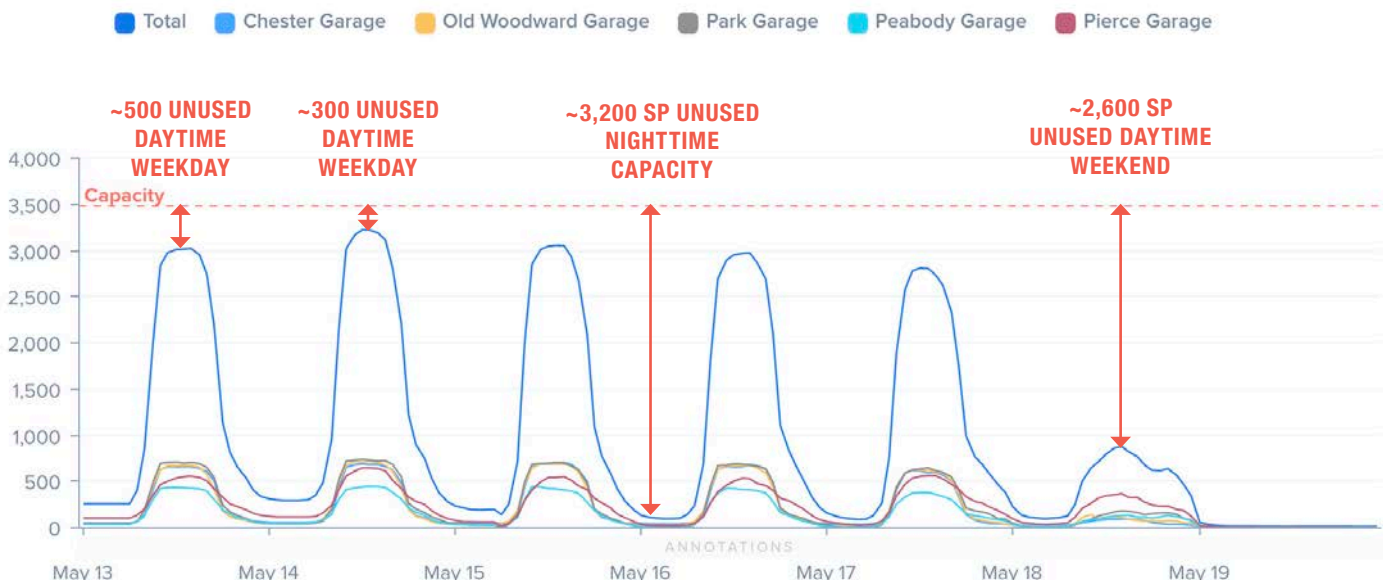


**~300 + SPACES  
UNUSED WEEKDAY DAYTIME**

**~3200 SPACES  
UNUSED WEEKDAY  
NIGHTTIME**

**~2600 SPACES  
UNUSED WEEKEND DAYTIME**

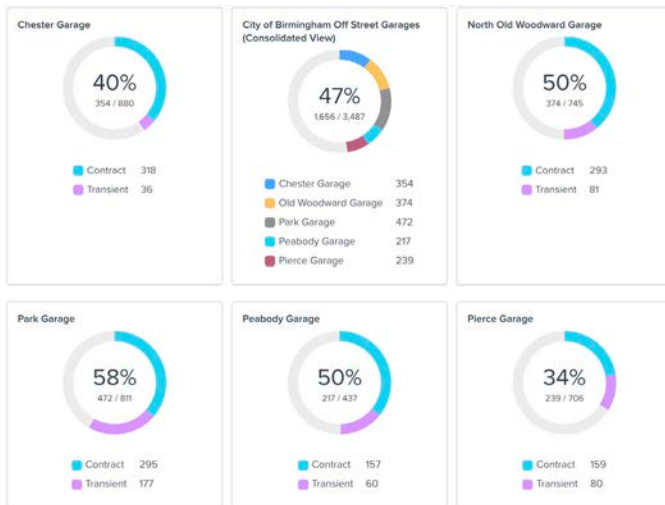
### DOWNTOWN GARAGES WEEKLY CAPACITY



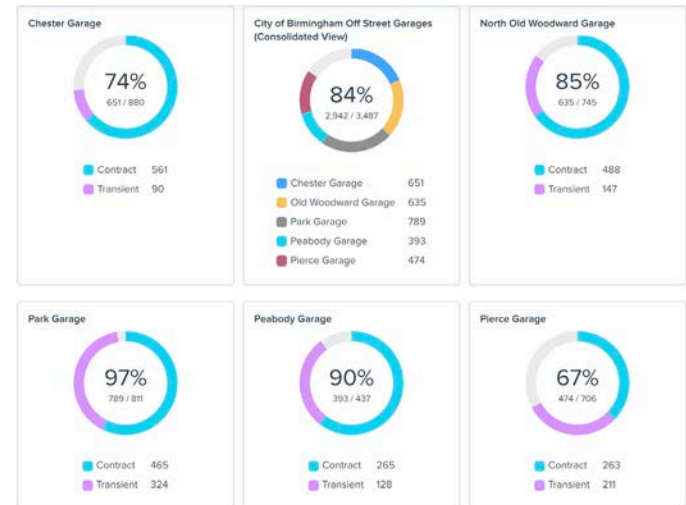


## current structured parking usage

## SAMPLE CAPACITIES: MONDAY, 9:30AM



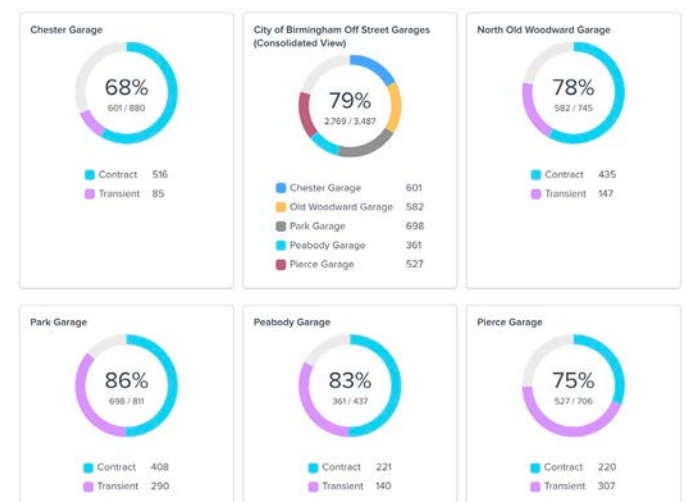
## SAMPLE CAPACITIES: MONDAY, 11AM



## SAMPLE CAPACITIES: MONDAY, 1PM



## SAMPLE CAPACITIES: MONDAY, 5PM



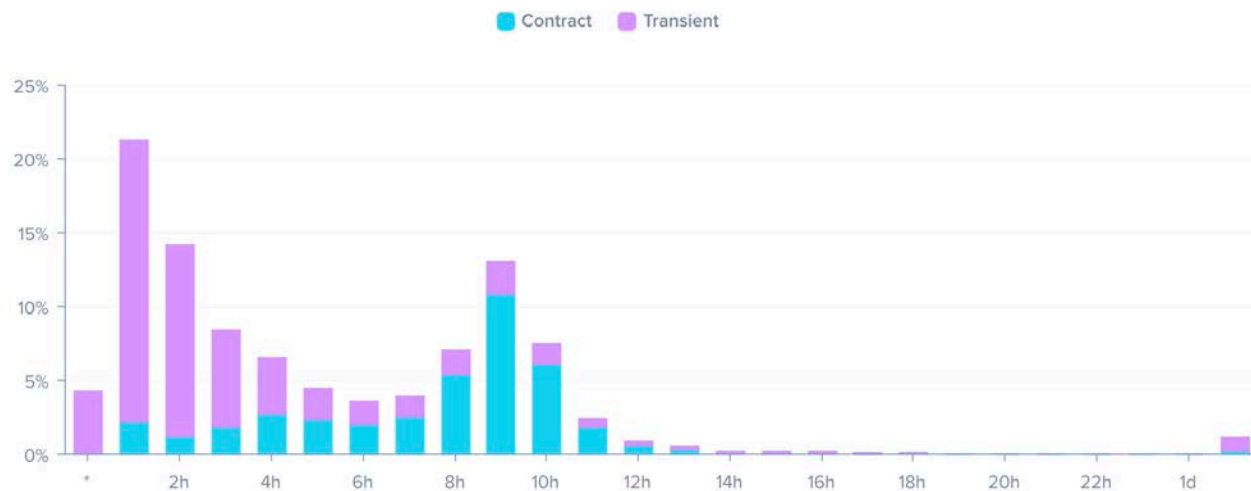
## POLICY AND TECHNOLOGY

Birmingham's existing parking management technology illustrates the true condition of garage parking downtown. While a few garages are at capacity during the daytime, others retain significant capacity. There is plenty of overlap capacity between daytime employee and office users and potential nighttime residential users. Policy and technology should be leveraged to increase downtown housing and optimize 24-hour usage of parking garages.

# 01 parking

## current structured parking usage

### DURATION DISTRIBUTION



Parking duration distribution: 30% of monthly pass holders (840 users) park for 6 or more hours

### PARKING DURATION AND CONTRACT USERS



Smarking recommends selling **916** more cards.

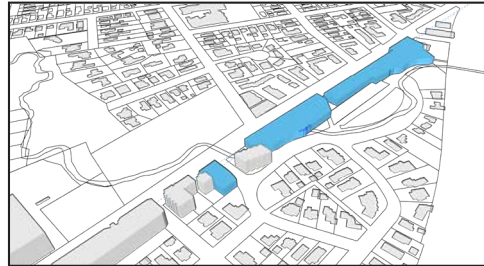
### PARKING PATTERNS

Birmingham's parking technology provides substantial insight into usage patterns. Most people assume that daily permit users park in garages during the full business day, however 70% of permit holders park for less than 6 hours. Over a very long period of time, the parking system has found that 800 spaces that are allocated to permit users are always unused. Provided the pattern of monthly pass users, the system estimates that 900 additional passes should be made available. This clearly demonstrates available capacity, despite general public perception.

## potential development within current zoning allowance

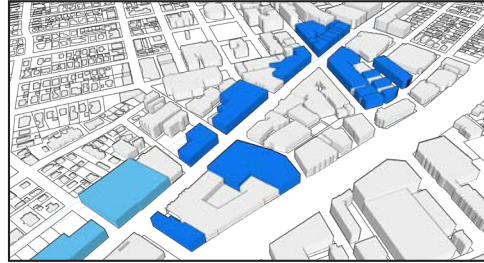


## DOWNTOWN NORTH



94 UNITS

## DOWNTOWN CENTER



779 UNITS

## DOWNTOWN SOUTH



285 UNITS

1125  
UNITS  
TOTAL

■ 5 Story Residential  
■ 3 Story Residential

## DOWNTOWN POTENTIAL

## EXISTING

- 3,579 structured spaces
- 140 core area residences

## PHASE 1 STRATEGY

- 779 potential core units rebuilding 1-story buildings with existing zoning. At 1.75 spaces per unit, 1,363 spaces would be needed
- Offer 900 residential permit spaces within the downtown core for new residences on a first come, first serve basis, collecting a fee
- Retains 2,679 spaces
- Measure usage pattern for Phase 2 offering

## HOUSING CAPACITY

The downtown area retains significant capacity within its current zoning maximums of 3 and 5 stories. While consideration may be made for increasing the maximum to encourage housing downtown, this does not appear necessary in the short term. Rather, existing unused capacity in the parking garages should be leveraged to encourage redevelopment downtown, within the envelope already established. Off-site parking within the downtown parking garages is a significant incentive for development. In order to test usage patterns, 900 parking spaces should be allocated for downtown housing, at a rate of 1.75 spaces per unit. That allocation should be offered to developers free of charge, and parking fees paid by residents. This pilot program should track the number of permits used, their usage patterns, and the number of housing units built. The result may be used to adjust the anticipated parking ratio for downtown housing, which may indeed be less than 1.75 per unit, and determine what additional capacity may be given in the future.



# 02 neighborhoods

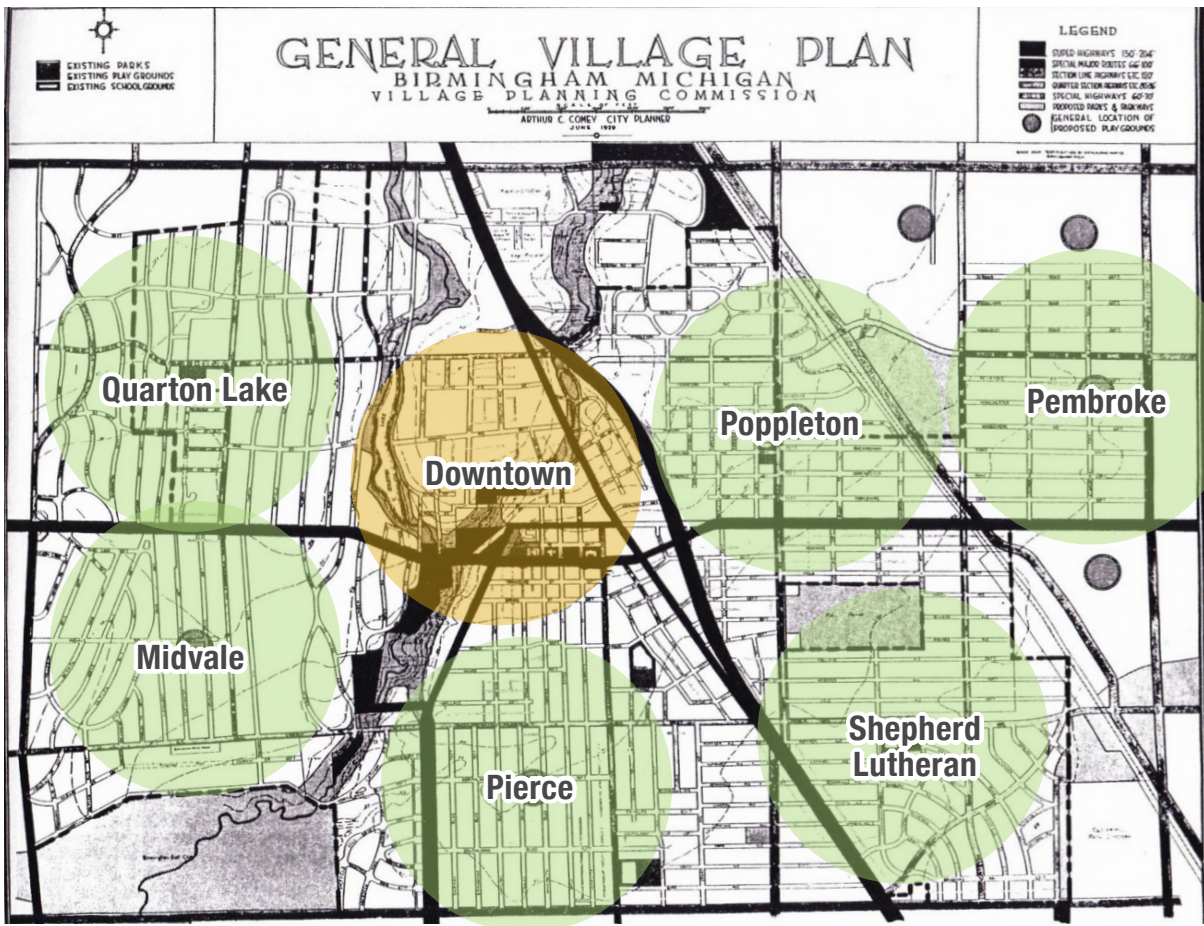
## RESTRUCTURE NEIGHBORHOOD BOUNDARIES, THEIR GOVERNANCE AND DECISION MAKING



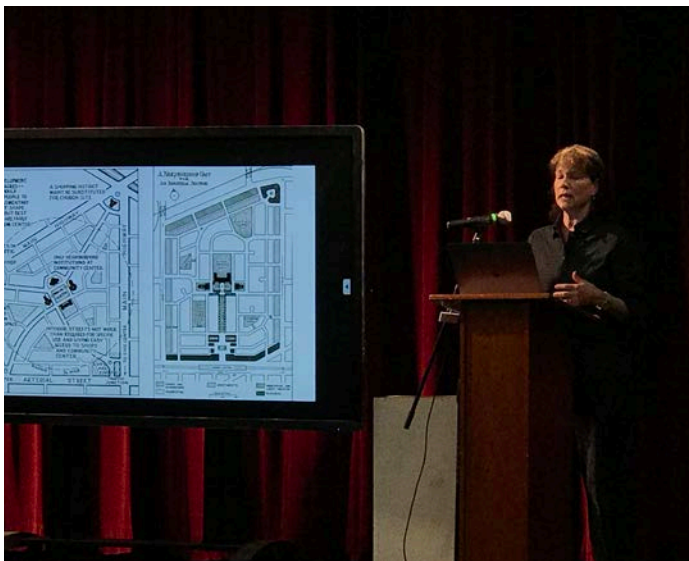
The City Commission has insisted that the 2040 Master Plan focus on Birmingham's neighborhoods. All sub-area plans completed since the 1980 Master Plan have addressed commercial districts, with the exception of the Multi-modal Transportation Plan and the Parks Master Plan. In order to focus on neighborhoods, we must first ask: what is a neighborhood? Residents' perspectives concerning neighborhood definition vary widely, and neighborhood association boundaries create additional confusion. When asked in our first survey, residents responded that their neighborhood is defined foremost by park location, followed by their proximity to downtown and major roads. In the 1929 Village Plan, neighborhoods are roughly inferred by the location of

playgrounds. This lack of clarity is common, particularly in a place that has evolved from a village to a town to a city. Villages don't historically have distinct neighborhoods, and towns tend to have neighborhood vestiges. But cities are certainly defined by their collection of neighborhoods. Birmingham's evolution over time has left the definition of its neighborhoods unanswered. Through the charrette, we looked at historic and theoretical definitions of neighborhoods and Birmingham's history of neighborhoods, its civic assets, housing, and physical structure. From these we proposed a new definition of Birmingham neighborhoods, and a means by which the City and residents can work together to strengthen neighborhood identity, representation, and equity.





Historic neighborhoods of the 1929 Village Plan, inferred by the location of playgrounds.



Emily Talen presented on the nature and function of Neighborhoods at the Seaholm High school.

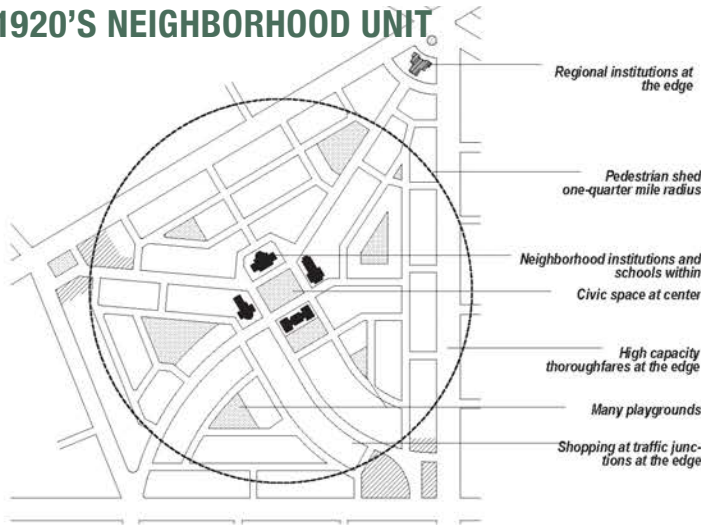
## THE NEIGHBORHOOD

Professor Emily Talen provided insight into the essence of neighborhoods, along with a review of the history of neighborhoods, their definition, history of misuse, and a warning to avoid people's tendency towards homogeneity. In an ideal conception, neighborhoods should have:

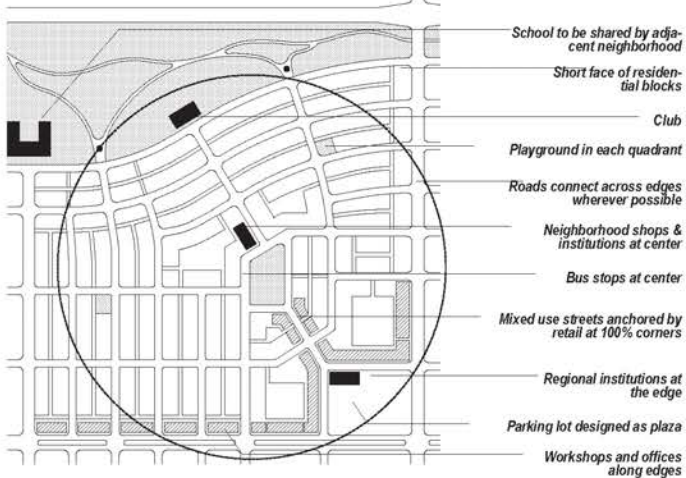
- Name, boundary, notion of self;
- Centerdness
- Connection to each other and other neighborhoods;
- Collective voice and means of representation;
- Social connection through daily experience;
- Shared experience through a shared public realm

### THE NEIGHBORHOOD UNIT

#### 1920'S NEIGHBORHOOD UNIT



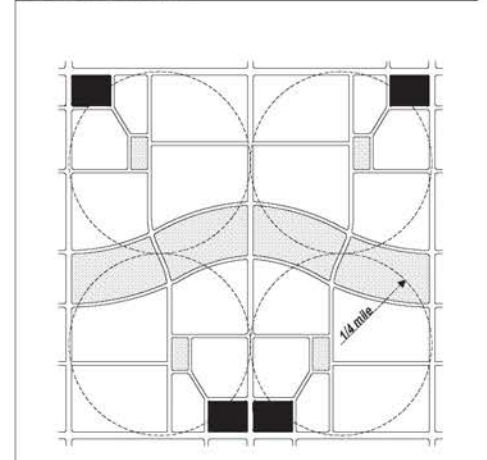
#### TND NEIGHBORHOOD UNIT



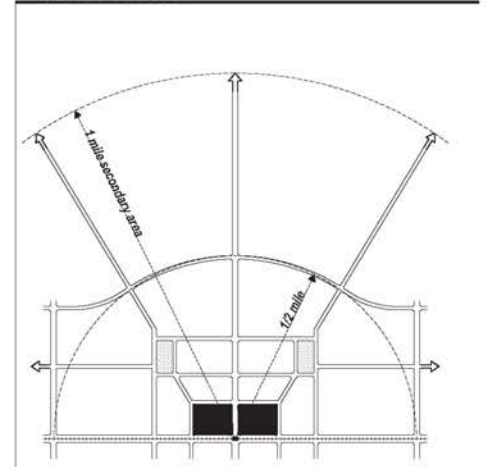
The theoretical concept of neighborhoods, as Professor Talen identified, has evolved over time from a focus on the neighborhood unit in the 1920's, towards a perversion of the term into the 1970's, and a return towards the neighborhood unit in the TND pattern rediscovered in the 1990's. Beyond the individual neighborhood, patterns of connected neighborhoods differ greatly, influenced by a host of factors. The seam between neighborhoods can lead to social cohesion or division. A major road, like Woodward, is a social divider. More minor roads, like Lincoln, can also be dividers if the neighborhood seam excludes social destinations. Similarly natural areas can be connectors or dividers, depending upon their recreational accessibility.

### NEIGHBORHOOD PATTERNS

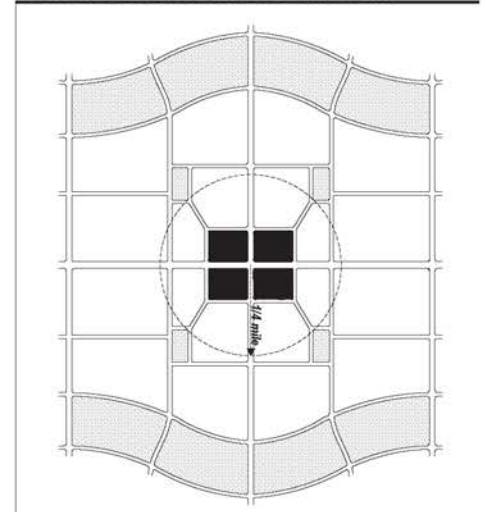
#### T.N.D. PATTERN



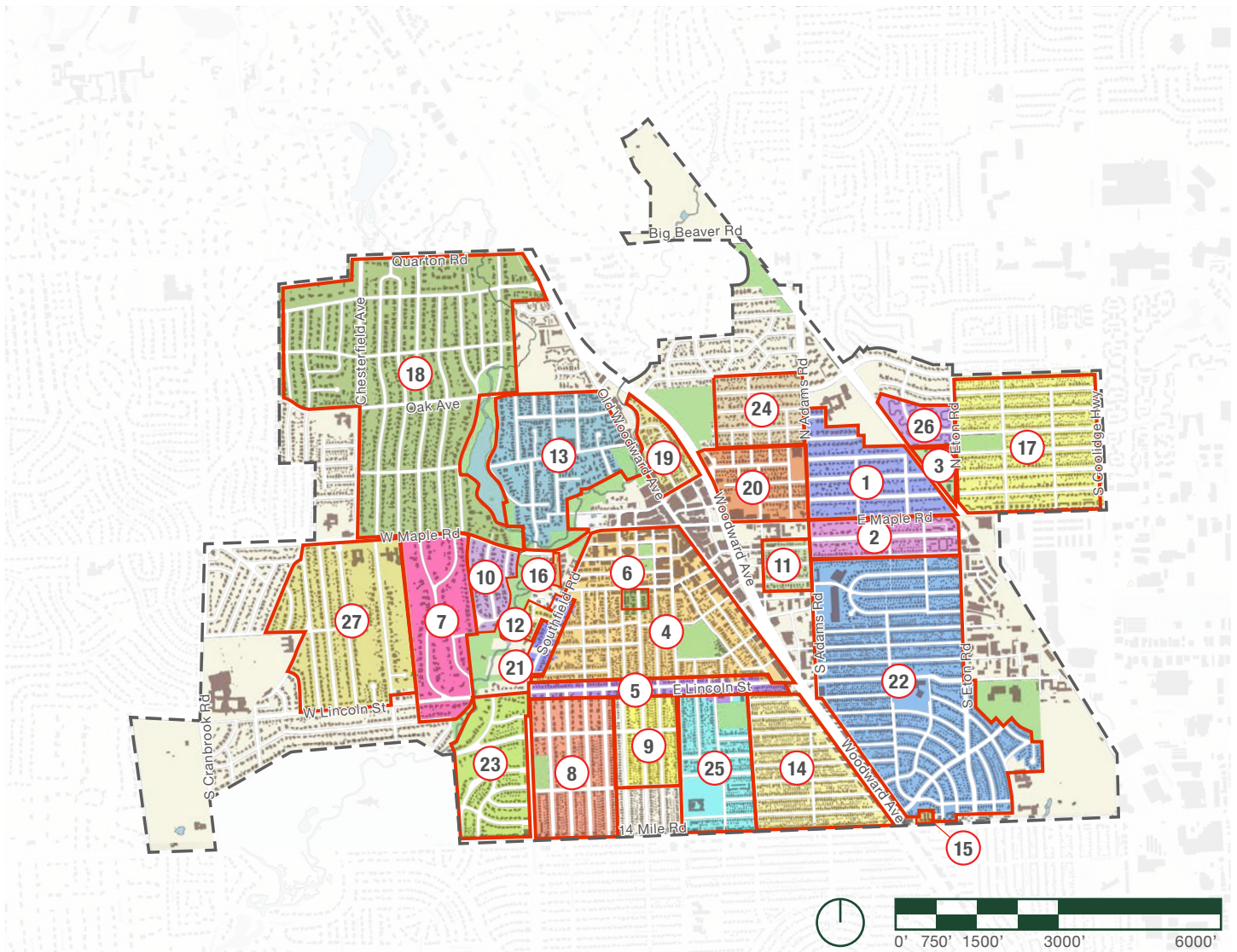
#### T.O.D. PATTERN



#### LIVABLE NEIGHBORHOOD PATTERN







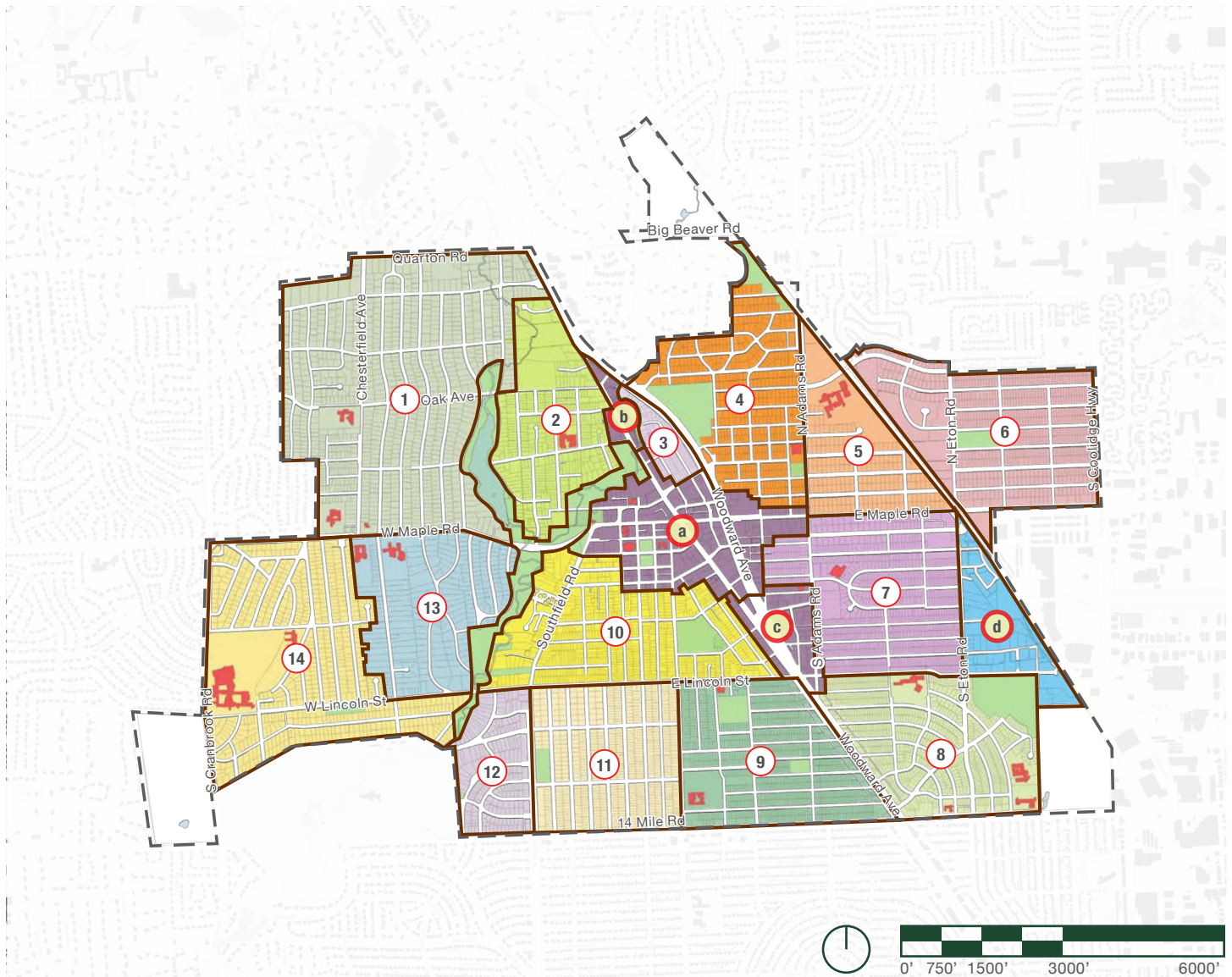
## EXISTING NEIGHBORHOOD BOUNDARIES

We were provided a map of neighborhood association boundaries and followed a rabbit hole to create as accurate a map as possible. Yet it still contains errors. This reflects the fact that some associations are organized and active while others are defunct. Some are very small and some are very large. And much of the city is not included within an association. This map reflects a history of the city's growth and a history of conflicts. It is not a representative or equitable view of the city's neighborhoods.

- |   |  |
|---|--|
| 1 Birmingham Estates Assn.                | 14 Howarth Neighborhood Assn.              |
| 2 Birmingham Villas HOA                   | 15 Manors of Birmingham Assn.              |
| 3 Buckingham Village Condo Assn.          | 16 Maple Village Condo Assn.               |
| 4 Central Birmingham Resident Assn.       | 17 Pembroke Manor Assn.                    |
| 5 Central Lincoln HOA                     | 18 Quarton Lake Neighborhood Assn.         |
| 6 Cinderella Patch Assn.                  | 19 Little San Francisco Neighborhood Assn. |
| 7 Coryell Park Assn.                      | 20 South Poppleton Subdivision Assn.       |
| 8 Crestview Subdivision                   | 21 Southfield Road Residents Assn.         |
| 9 Fairfield HOA                           | 22 Torry Estates Assn.                     |
| 10 HAL Neighborhood Assn.                 | 23 Birmingham Farms HOA                    |
| 11 Hazel/Chestnut/Forest Assn.            | 24 Highland View Assn.                     |
| 12 Hidden Ravines Assn.                   | 25 Pierce / St. James Assn.                |
| 13 Holy Name/Mill Pond Neighborhood Assn. | 26 Williamsburg + Graefield Assn.          |
|   | 27 Midvale                                 |

## 02 neighborhoods

### revised neighborhood boundaries



### RECOMMENDED NEIGHBORHOOD & CENTER BOUNDARIES

The map above is a first pass at re-defining Birmingham's neighborhoods along the pattern of traditional neighborhood structure. Each neighborhood should be roughly similar in size, and divide along major roadways and natural corridors. Trade-offs are necessary, and necessitate further public engagement to properly define boundaries. For instance, Quarton Lake Estates is the size of 2 neighborhoods, yet the size of their blocks suggests they should be considered one neighborhood. On the opposite side, Poppleton and Derby would do better as one, yet Adams may be too much of a division to overcome. Centers are also defined separately and adjusted to recognize their distinctions. What is considered downtown today is really 3 separate but connected districts. These would benefit from distinct identities.

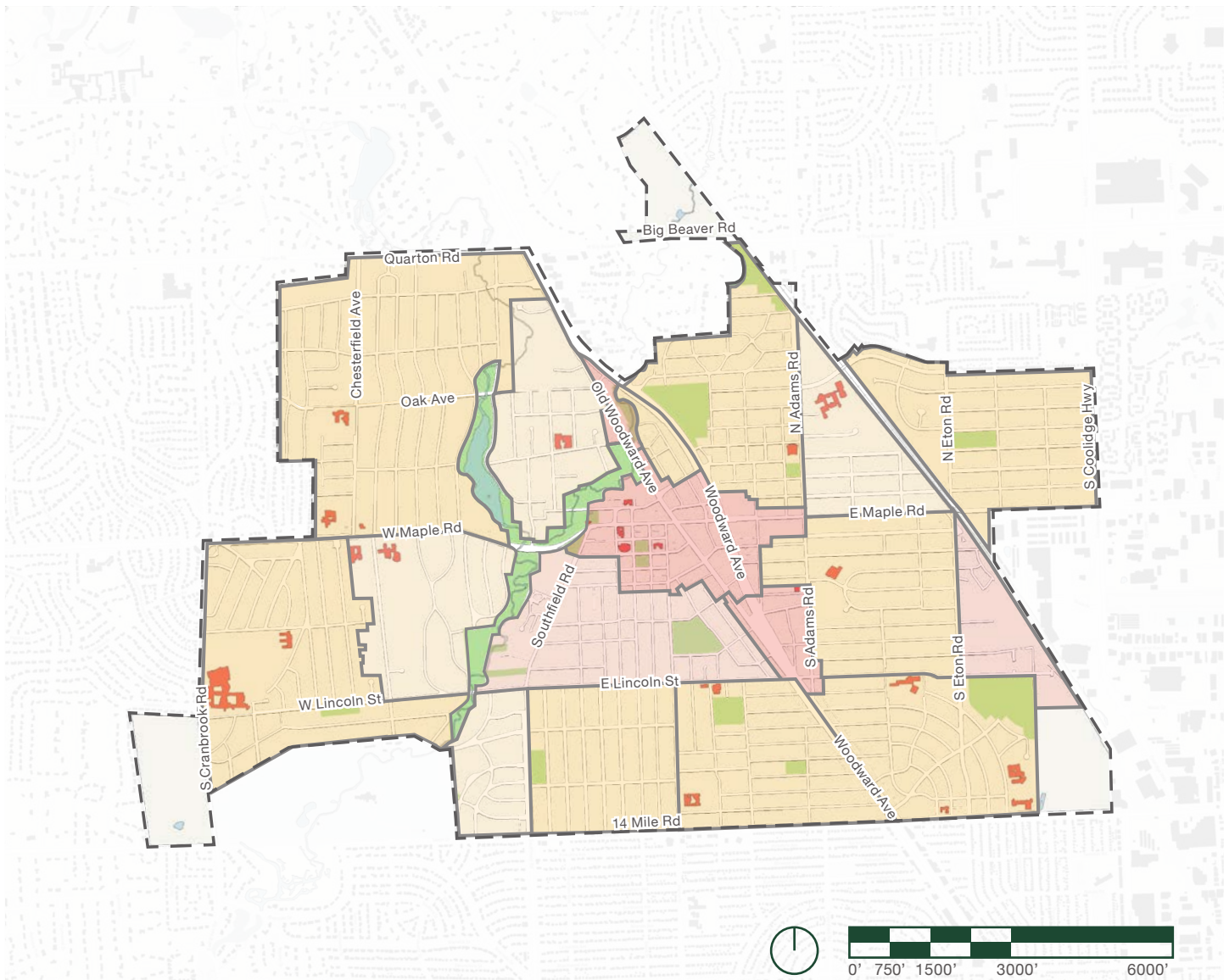
### NEIGHBORHOODS

- |                        |                   |
|------------------------|-------------------|
| 1 Quarton              | 8 Kenning         |
| 2 Holy Name            | 9 Pierce          |
| 3 Little San Francisco | 10 Barnum         |
| 4 Poppleton            | 11 Crestview      |
| 5 Derby                | 12 West Crestview |
| 6 Pembroke             | 13 Linden         |
| 7 Torry                | 14 Seaholm        |

### CENTERS

- |                  |                     |
|------------------|---------------------|
| a Downtown       | c South Woodward    |
| b North Woodward | d Railroad District |





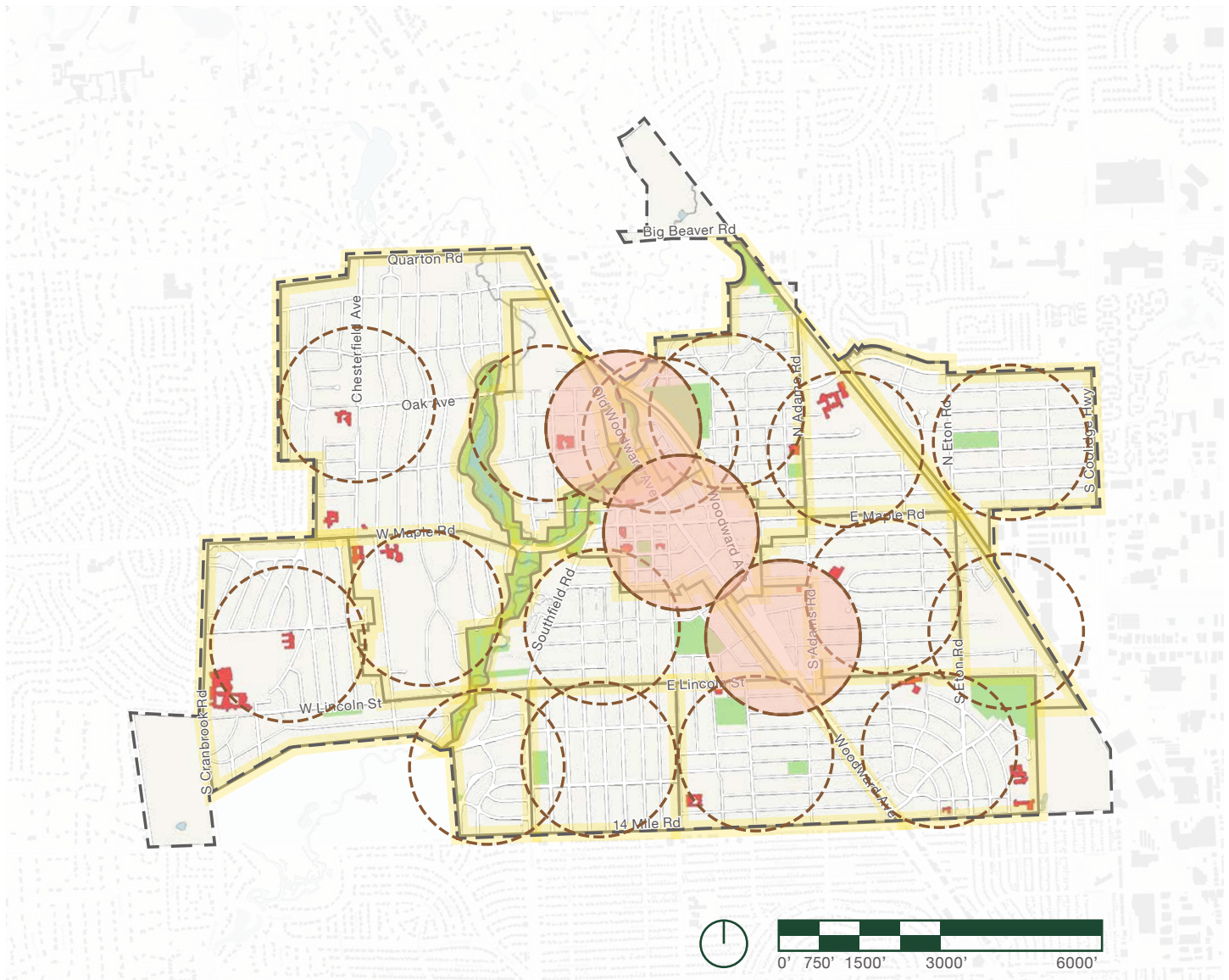
### NEIGHBORHOOD INTENSITY

Neighborhoods are clearly distinct from one another along a number of characteristics. Collectively, neighborhoods are most easily distinguished by their overall intensity of housing. Some neighborhoods are of a relatively high intensity, like Barnum whose location adjacent to downtown dictates a higher intensity than other neighborhoods. Some neighborhoods are of a relatively low intensity, like Linden whose location along the Rouge River reflects a soft intersection between the city and nature. Yet the majority of neighborhoods are of a moderate intensity, despite other details which otherwise distinguish them. At the highest level of intensity are the centers. Over time, Birmingham's centers will evolve into neighborhoods as more housing is added. Residents of these urban neighborhoods will need services and amenities as other neighborhoods do, with a specific understanding of how their physical environment is unique.

- Commercial High Intensity
- Commercial Moderate Intensity
- Residential High Intensity
- Residential Moderate Intensity
- Proposed Neighborhood Boundaries
- Civic Institutions





## 02 neighborhoods

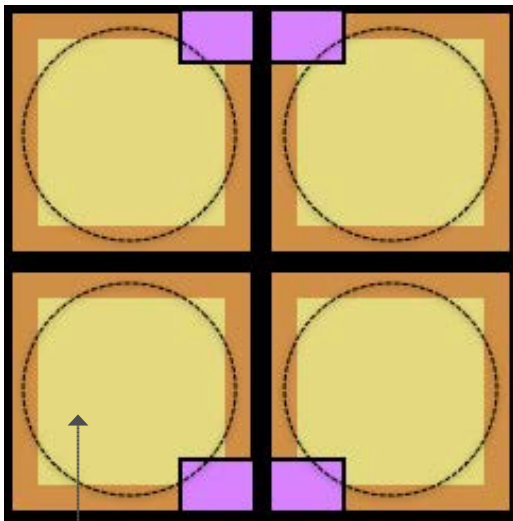
### neighborhood structure



### THE 5 MINUTE WALK

As closely as is possible, neighborhood boundaries are selected based upon pedestrian sheds. This circle, which represents an average walking distance of 5-minutes, is reflected in historic patterns of neighborhoods across the world. Most of Birmingham's neighborhoods are easily structured in this manner, with a few notable exceptions mentioned in part previously. This device helps establish a viable social sphere beyond which direct relationship with neighbors naturally decreases.

-  5 minute walk - pedestrian shed
-  5 minute walk - downtown pedestrian shed
-  Proposed neighborhood boundaries
-  Civic Institutions



NEIGHBORHOOD DESTINATION

NEIGHBORHOOD SEAM

NEIGHBORHOOD CORE

### TRADITIONAL NEIGHBORHOOD PATTERN

The traditional neighborhood pattern closely matches Birmingham's arrangement and structure of neighborhoods, divided in some cases by natural features and in other cases by major and minor roadways. To further analyze and make recommendations for Birmingham's neighborhood structure, there are 2 critical elements of neighborhoods to plan for: neighborhood social destinations, and neighborhood seams.

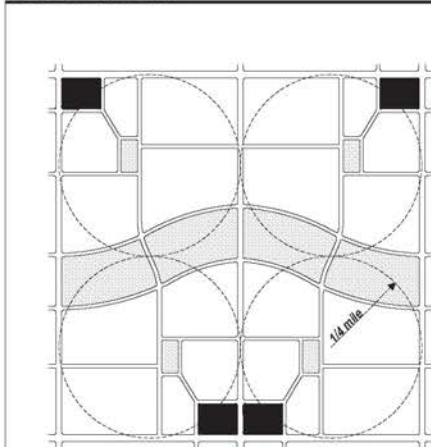
### NEIGHBORHOOD DESTINATIONS

Neighborhood social destinations provide a place for neighbors to interact and socialize on a regular basis. This is typically provided by neighborhood-serving retail, which people in the neighborhood frequent. Social spaces are also important in neighborhood destinations, such as coffee shops. Neighborhood destinations are addressed in greater detail in section 03 of this document.

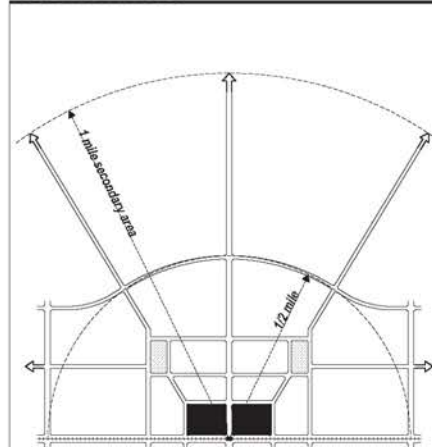
### NEIGHBORHOOD SEAMS

Seams are those places where one neighborhood meets another. Because seams are often along busier roads, they present an opportunity for diversified housing, which helps avoid excessive neighborhood homogeneity. The seam helps define the neighborhood and protects the neighborhood core. Neighborhood seams are addressed in greater detail in section 04 of this document.

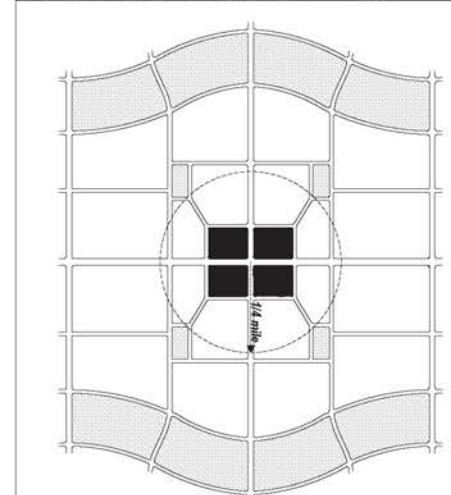
T.N.D. PATTERN



T.O.D. PATTERN



LIVABLE NEIGHBORHOOD PATTERN



Neighborhood patterns discussed previously, referenced to support the structure described above.



## 02 neighborhoods

### civic assets



### NEIGHBORHOOD CIVIC ASSETS

Civic institutions and parks, collectively civic assets, are social concentrators for neighborhoods, in addition to destination businesses. Both businesses and civic assets facilitate social interaction and neighborliness. Civic assets, parks in particular, should be proximate to housing. Like the neighborhood structure, a 5-minute pedestrian walking shed is used to identify sufficient proximity. Clearly parks are concentrated in certain portions of the city, while others lack sufficient access. Civic institutions are more well distributed, though less prevalent in some areas. Addressing the lack of access to either civic asset type is important for neighborhood cohesion.

Area With Parks

Civic Institutions

① Manor Park

② Poppleton Park

③ Lower Baldwin Park

④ Booth Park

⑤ Linden Park

⑥ Martha Baldwin Park

⑦ Shain Park

⑧ Barnum Park

⑨ Crestview Park

⑩ St. James Park

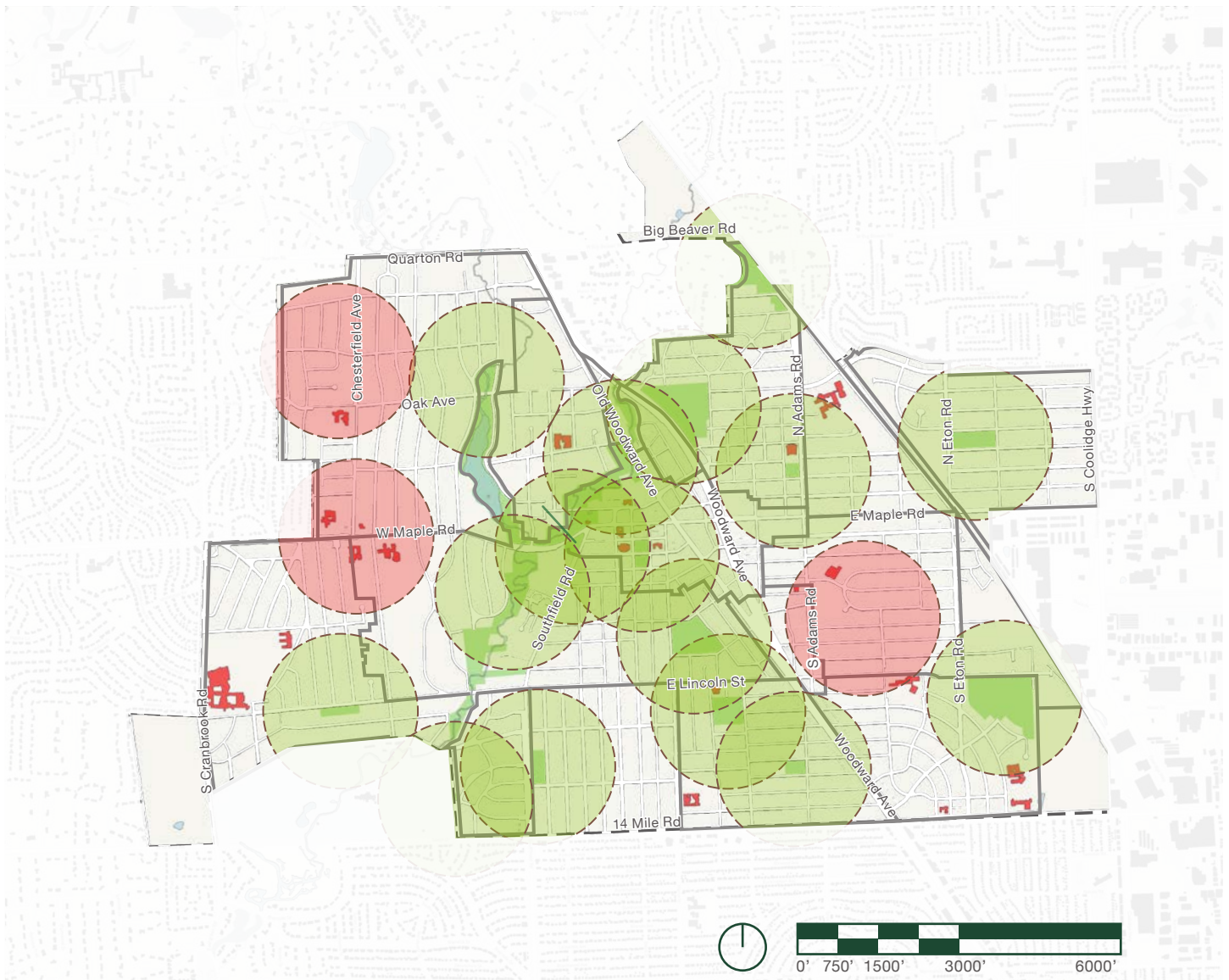
⑪ Howarth Park

⑫ Kenning Park

⑬ Pembroke Park

⑭ Adams Park





⑮ West Lincoln Well Site



### EQUITABLY SERVED NEIGHBORHOODS

As discussed on the prior page, portions of the city are clearly underserved with certain civic assets. A clear and relatively consistent set of neighborhood boundaries allows us to analyze neighborhood equity of civic services. Each neighborhood should be equitably served. The following neighborhood equity goals are recommended:

1. A city-supported neighborhood board
2. Diversity
  - Age and housing price
  - Family composition
  - Housing types
3. Safe and accessible routes for pedestrians, cyclists, and persons of all abilities
4. Access to a neighborhood destination
5. Accessible parks
6. Public art
7. Regular social activities (e.g. block party)
8. Connected and improved streets
9. Public art
10. Regular social activities (e.g. block party)

-  Area With Parks
-  Area With No Parks
-  Proposed Neighborhood Boundaries
-  Civic Institutions



### EVALUATE SERVICES BY NEIGHBORHOOD

#### EXAMPLE: TORRY NEIGHBORHOOD

| REQUIREMENTS FOR ASPIRATIONAL NEIGHBORHOODS   | EXISTING CONDITION  |                    |              |
|---|---------------------|--------------------|--------------|
|   | Completely provided | Partially provided | Not provided |
| 1. City-Supported Neighborhood Board  |                     |                    | X            |
| 2. Diversity of housing types and prices  |                     | X                  |              |
| 3. Safe and accessible routes for pedestrians, cyclists, and persons of all abilities |                     | X                  |              |
| 4. Access to a neighborhood destination   |                     | X                  |              |
| 5. Accessible parks   |                     |                    | X            |
| 6. Public art   |                     |                    | X            |
| 7. Connected and improved streets   |                     | X                  |              |
| 8. Regular social activities  |                     |                    |              |

### REINFORCE NEIGHBORHOOD IDENTITY



#### EVALUATE SERVICES

Each neighborhood should be analyzed according to the equitable neighborhood goals. This provides the city clear direction to allocate spending and distribute public programs such that all neighborhoods are included.

#### REINFORCE IDENTITY

Neighborhood identity should also be reinforced. Identity leads to a sense of belonging and pride. It is also a unifier of neighbors. Simple actions, such as the street sign topper on the left, help reinforce identity.

## A NEW MEETING HALL FOR BIRMINGHAM



*A civic meeting hall (shown situated at Barnum Park), can serve Birmingham's neighborhoods for community events, association meetings and as an attractive civic destination.*

### A HISTORY OF CIVIC FACILITIES

**The 1921 plan notes that a city of 12,000 people had built two Grand civic buildings**



*Civic center, with administrative offices, central police and fire departments under one roof.*



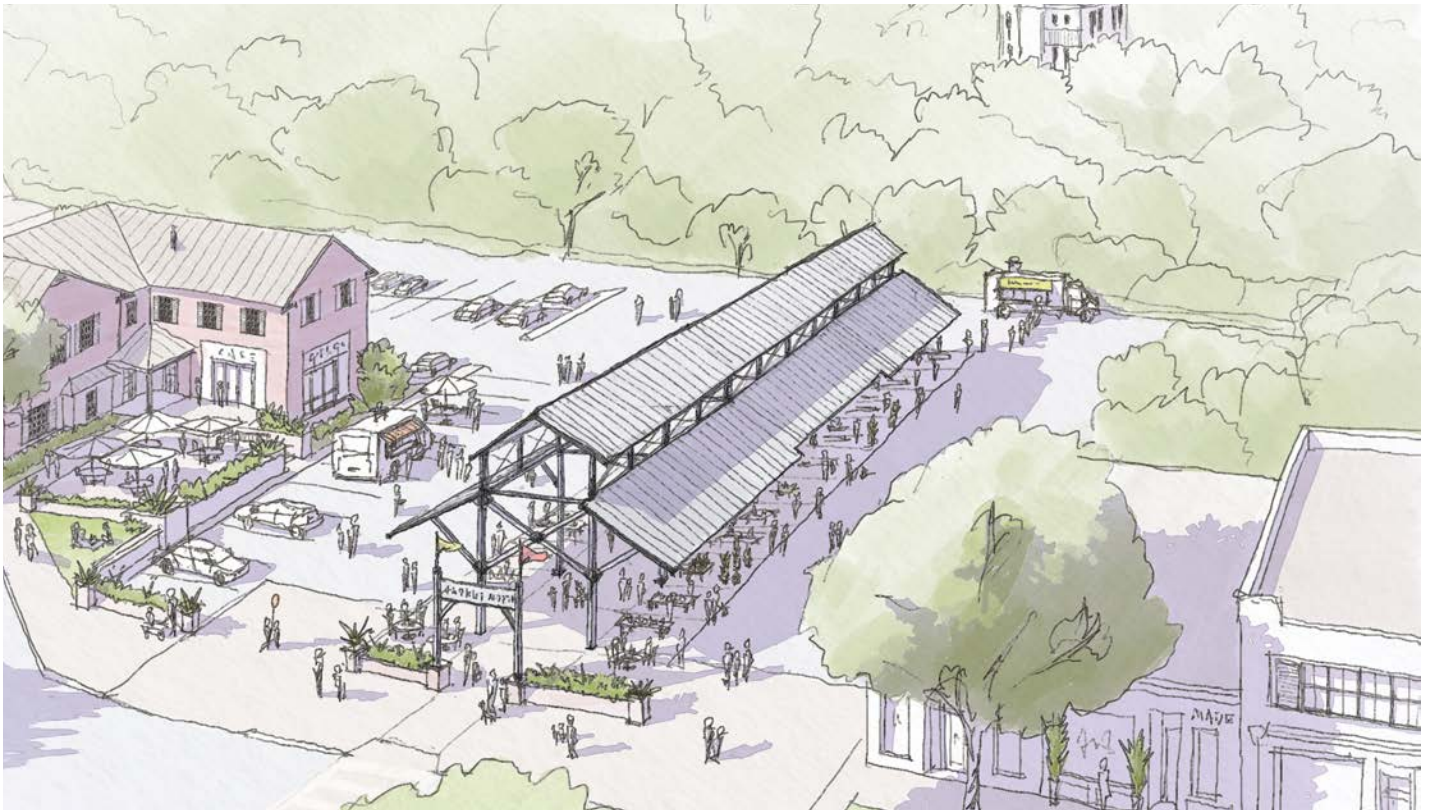
*Beyond a block destined for treatment lies the new library.*

### COMMITMENT TO NEIGHBORHOODS

A focus on neighborhoods requires a clear commitment from the city to support neighborhoods. Following Birmingham's tradition of creating civic facilities, a new civic facility is needed, dedicated to Birmingham's neighborhoods. The Center for Neighborhoods serves as a meeting hall for neighborhood associations, a place for social events, and a place for the greater civic infrastructure of the city to interact with residents. Barnum Park is an ideal location, given the park's size and central location, and the businesses across Frank Street that could once again become a neighborhood destination.



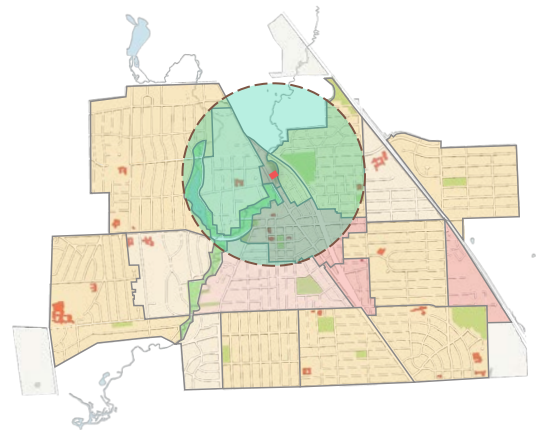
## A PERMANENT FARMER'S MARKET FOR BIRMINGHAM



*A permanent market structure designed around existing parking and the current farmer's market site can provide market identity, create a more attractive destination, better serve vendors and visitors alike while still serving as a shelter above existing parking spaces on non-market days.*

### FARMER'S MARKETS

Farmer's Markets Neighbors from across the community come together at the farmers' market. This event should be considered one of the great social concentrators for Birmingham's neighborhoods. The location of this event is already established and successful, and is supported by nearby Booth Park. The City should invest in a permanent structure to support and grow this civic and social event.





## PRECEDENT: PORTLAND'S NEIGHBORHOOD COALITIONS

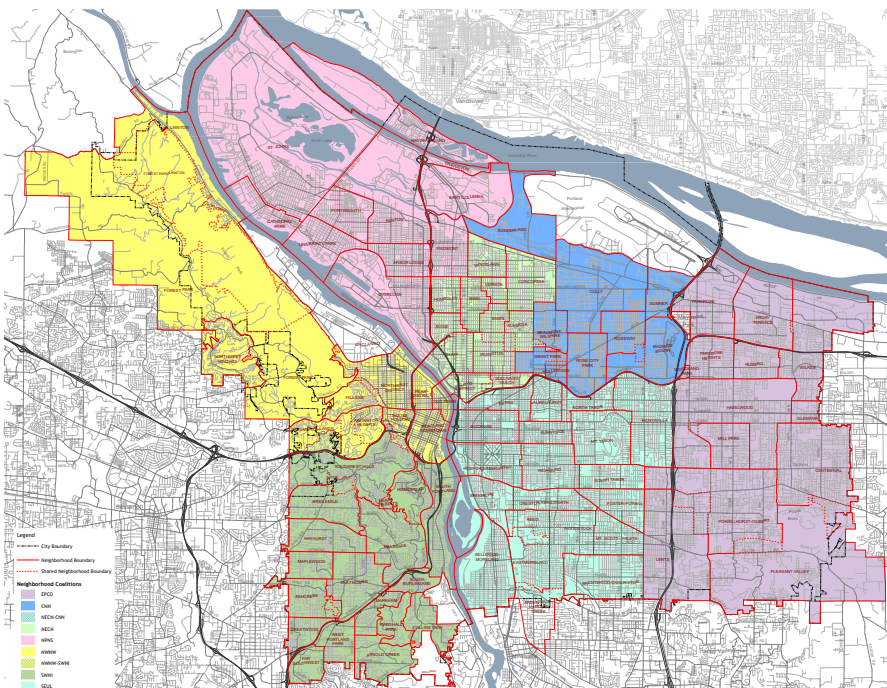
## SUPPORTING NEIGHBORHOODS

Inconsistency in neighborhood association activity levels illustrates a structural problem: neighborhood representation is not sufficiently managed in an ad-hoc manner. Our primary goal in this Master Plan is to support Birmingham's neighborhoods. Representation of neighborhoods in matters of the City is highest on the list of improvements. We've described how the format and distribution of neighborhood associations is not currently functional or equitable. Once adjusted to the recommended boundaries, however, it is not enough to leave them be without additional supporting resources from the City. Portland, Oregon provides a model for City-supported neighborhood associations, albeit at a much larger scale. Associations in Portland are supported by an entire city department dedicated to neighborhoods. At Birmingham's scale, neighborhood association support should be provided by a new staff position under the City Manager. The Neighborhood Coordinator is tasked with helping, not leading, neighborhood associations, and liaising between associations and City departments. In order to affectively

liaise, the position must be in the City Manager's office, where concerns and solutions can be coordinated across departments.

## NEIGHBORHOOD COORDINATOR RESPONSIBILITIES

1. Maintaining membership directories
2. Convening board meetings
  - Arranging for location & time
  - Sending out meeting notice
3. Note taking at board meetings (not leadership)
4. Informing boards of city department activity at each meeting
5. Liaising between city departments and boards



## SUBSIDIARITY

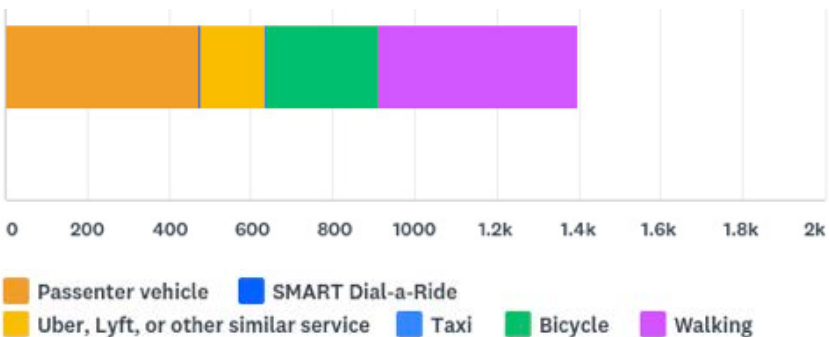
| decision               | scale of decision making input |              |      |
|------------------------|--------------------------------|--------------|------|
|                        | Block                          | Neighborhood | City |
| Parking Restrictions   | X                              |              |      |
| Neighborhood centers   |                                | X            |      |
| Neighborhood civic art |                                | X            |      |
| Neighborhood parks     |                                | X            |      |
| Housing needs          |                                |              | X    |
| Commercial districts   |                                |              | X    |

## 02 neighborhoods

### neighborhood connections



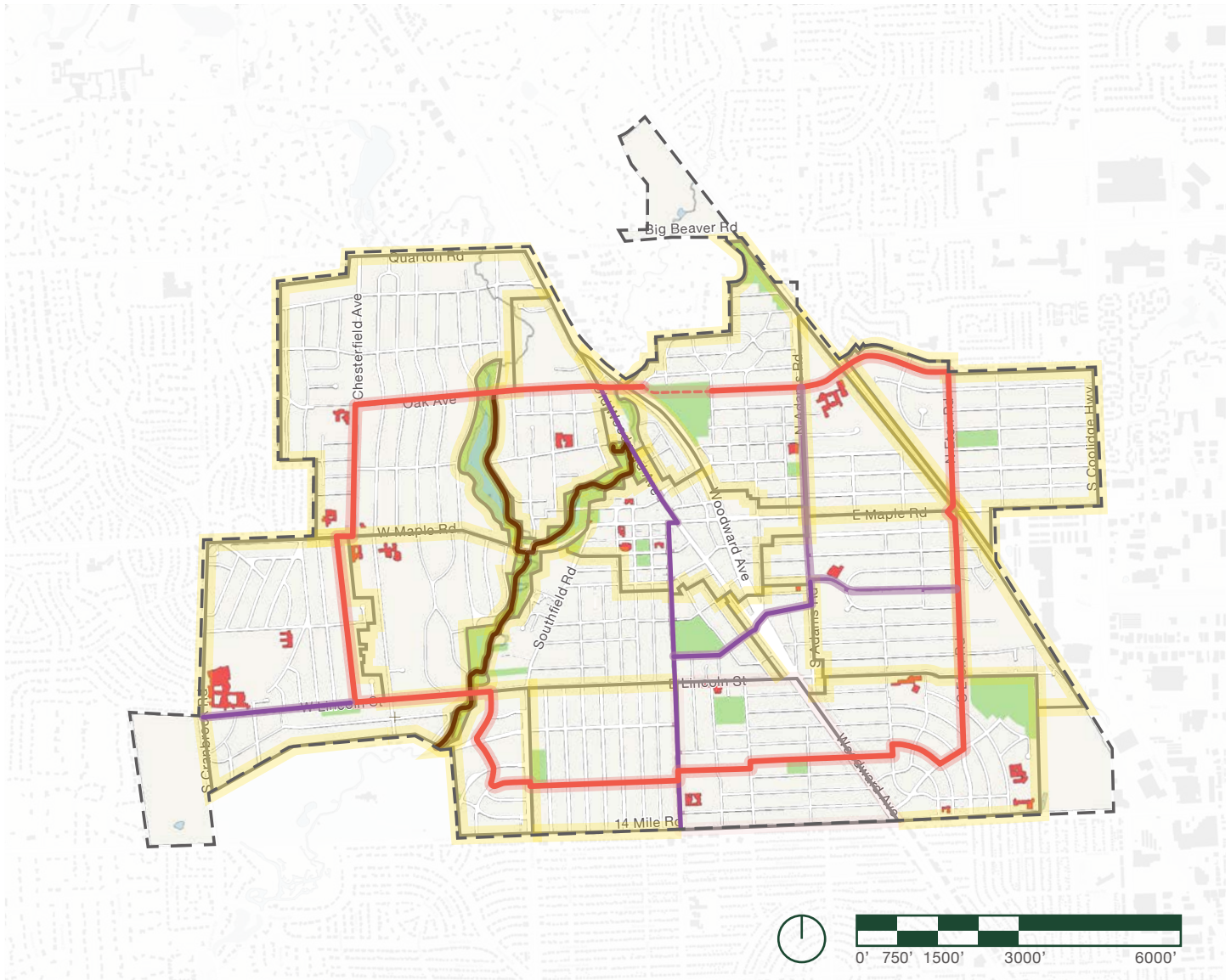
**Q21: WHICH METHODS OF TRANSPORTATION DO YOU USE TO TRAVEL WITHIN BIRMINGHAM (SELECT ALL THAT APPLY)**



### CONNECTING NEIGHBORHOODS

To actively foster neighborliness within and between neighborhoods, improvements must be made to mobility that focus on neighborhoods rather than the region. Birmingham's major roads interconnect regional destinations and provide access to Birmingham's downtown. These routes receive the majority of focus because the regional traffic tends to degrade the quality of life along them. But the remainder of neighborhood streets cannot be left to fend on their own. Improving neighborhood streets is a long-term prospect due to the sheer amount of local street mileage. Our concern for neighborhood structure and equity plays a major factor here as well: everyone deserves improvements. To begin on the path towards improvement we recommend selecting a connected system of pedestrian and bicycle improvements that encourage people to move about through their neighborhoods, rather than around them. Safe crosswalks and sidewalks, healthy street trees, smooth and protected roadways for cyclists of all abilities, neighborhood signage, and signage directing access to parks, civic destinations, and commercial districts should be established in a coordinated manner which connects neighbors. A neighborhood loop of this nature will help re-establish a sense of belonging and neighborliness.



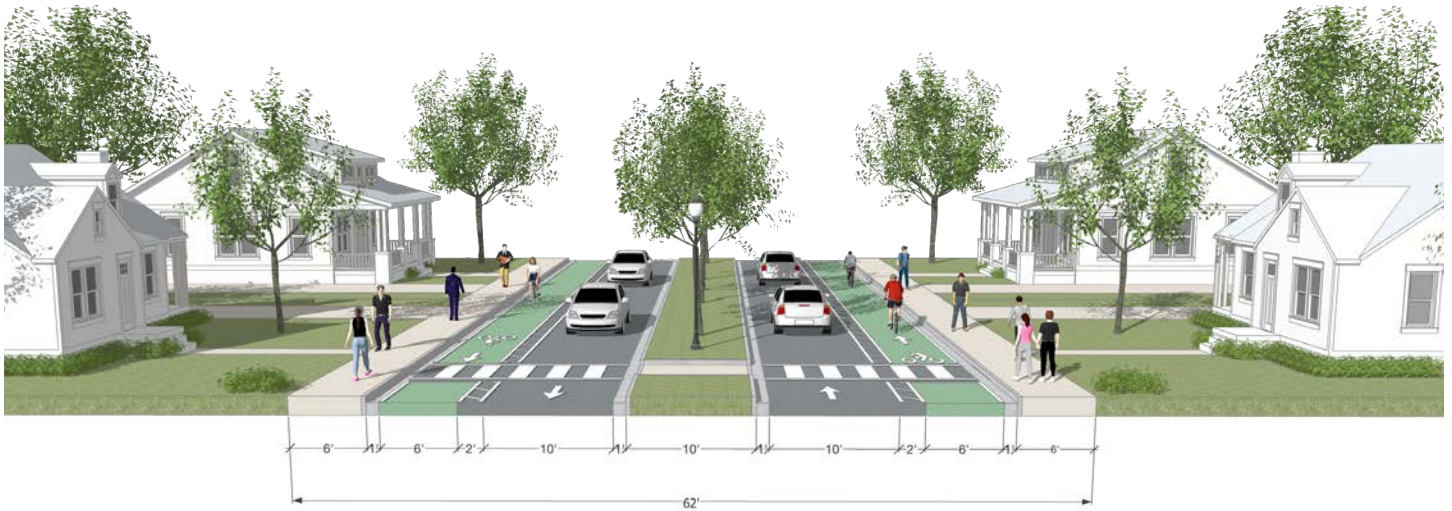


## BIRMINGHAM NEIGHBORHOOD LOOP

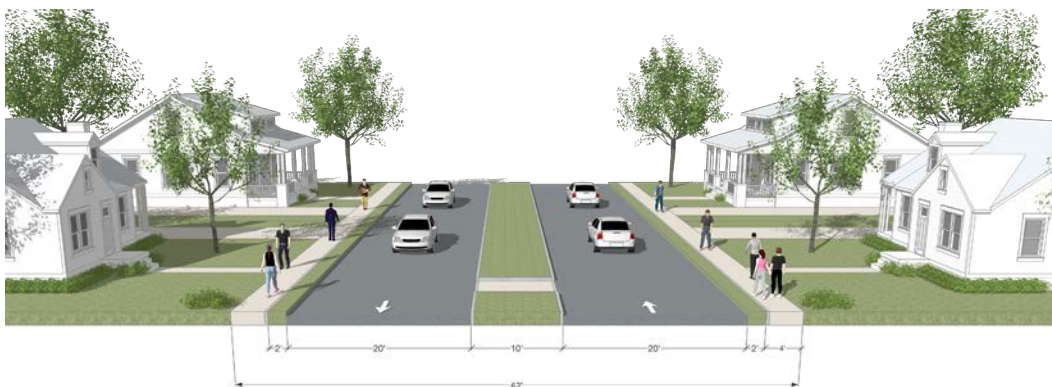
The above graphic illustrates a path for a neighborhood loop that interconnects as many neighborhoods as possible. The loop should focus on pedestrian and cyclist priorities as described on the prior page. Other communities refer to the cyclist portion as “neighborhood greenways” which has a slightly different connotation in Birmingham. These are routes that combine intersection control techniques and signage to allow cyclists to move freely and easily while restricting vehicular cut-through traffic. Combining these techniques with pedestrian improvements will make it easier to cross the City, accessing parks, civic institutions, and commercial districts. Special connections are required to access neighborhoods closer to downtown and special civic amenities. These are easily navigable with pedestrian and cyclist-oriented signage. The shared-use trail along the Rouge River should be improved to provide access to more users, and connected to the larger loop at crossings and with signage.

- Birmingham Neighborhood Loop
- Special Connections
- Shared Use Trails
- Proposed Neighborhood Boundaries
- Civic Institutions

## PROPOSED KEY BIKE CONNECTIONS: LINCOLN LOOP JOG

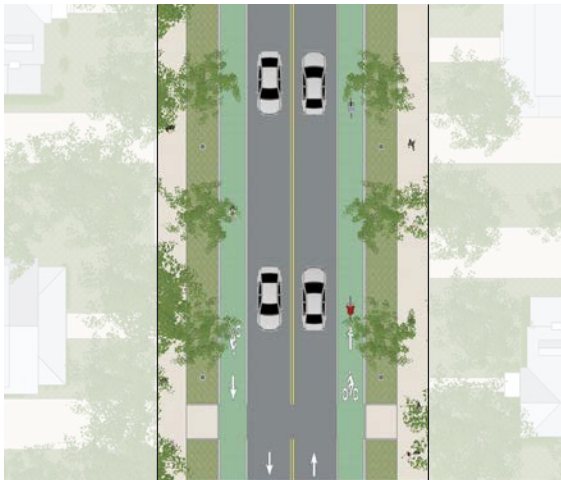
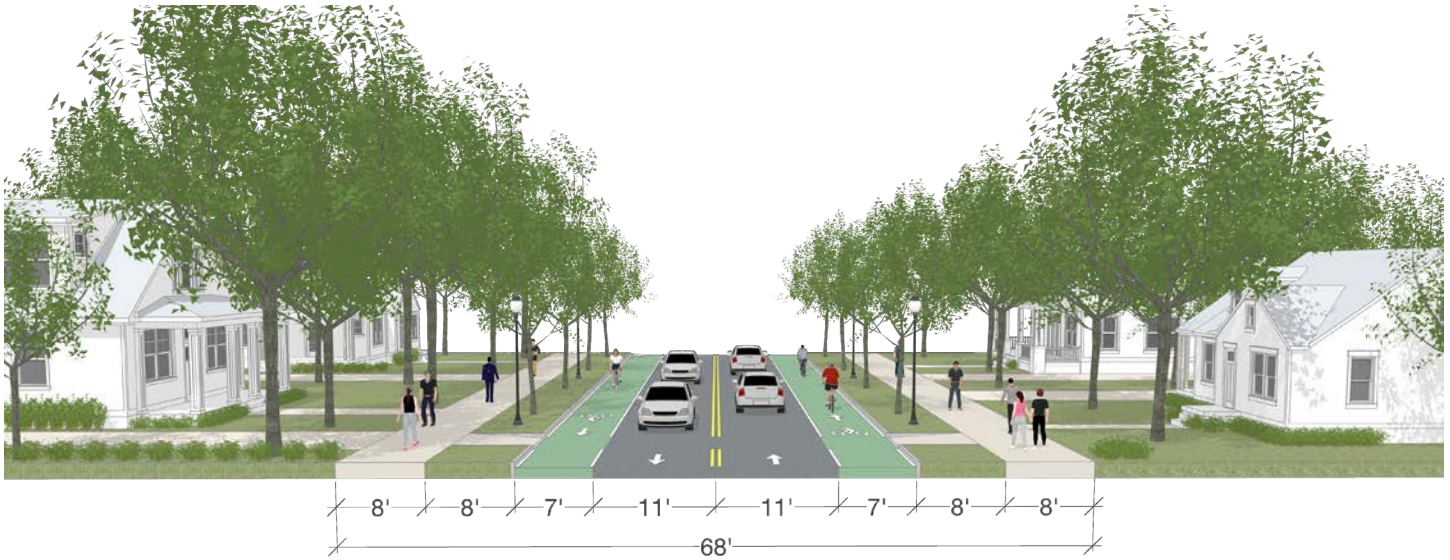


## CURRENT CONDITION

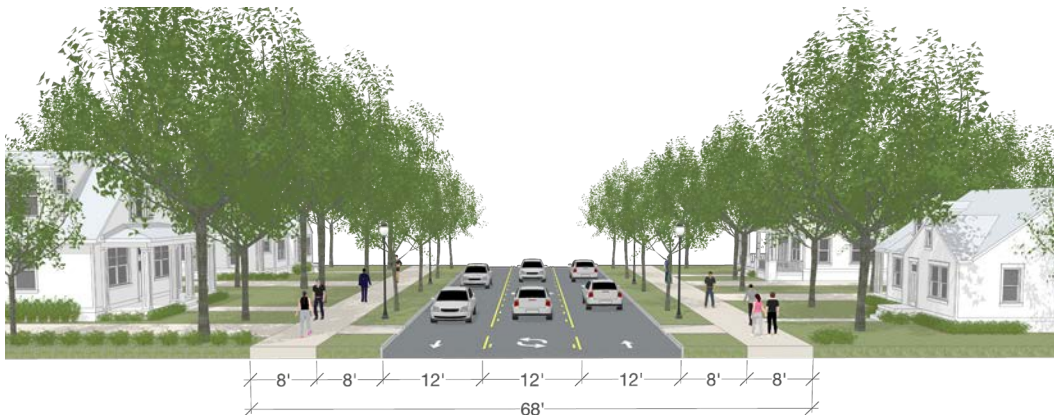




## PROPOSED KEY BIKE CONNECTIONS: NORTH ADAMS



## CURRENT CONDITION





# 03 destinations

## ESTABLISH NEIGHBORHOOD DESTINATIONS AND SOCIAL CENTERS



### IMPROVE EXISTING NEIGHBORHOOD DESTINATIONS

The neighborhood social sphere is extended and supported by meaningful destinations within easy walking distance of most residents. Close proximity encourages regular visitation, and as a result regular interaction with neighbors. Birmingham has retained a few neighborhood destinations, such as the businesses around the Holiday Market and Mills Pharmacy. While the existing neighborhood destinations serve important functions, they could easily be improved to increase sociability. Recommendations for two such destinations follow, as a model for improvements.

### ESTABLISH NEW NEIGHBORHOOD DESTINATIONS

Historically, Birmingham was served by more neighborhood destinations than exist today. Many of these have been converted to office uses, which are seen as more benign neighbors. However offices don't act as social connectors for the neighborhood. New neighborhood destinations should be created throughout Birmingham, located to give convenient access equitably across neighborhoods. Because running local-serving businesses can be challenging, the City should invest in an assistance program to share the risk of establishing new destinations.



Neighborhood retail is rare in Birmingham. However, one beloved location, Mills Pharmacy, serves as an example of how small-scale commercial buildings can successfully function as a walkable destination that encourages neighborly interactions, while providing for one's daily needs and services.

### CONFIGURATION OF THE MAPLE AND CHESTERFIELD NEIGHBORHOOD DESTINATION

- Single level commercial
- Built on the equivalent of 4 residential lots
- 6 Businesses
- 14,000sf of retail
- Main parking in rear
- Convenience parking in front

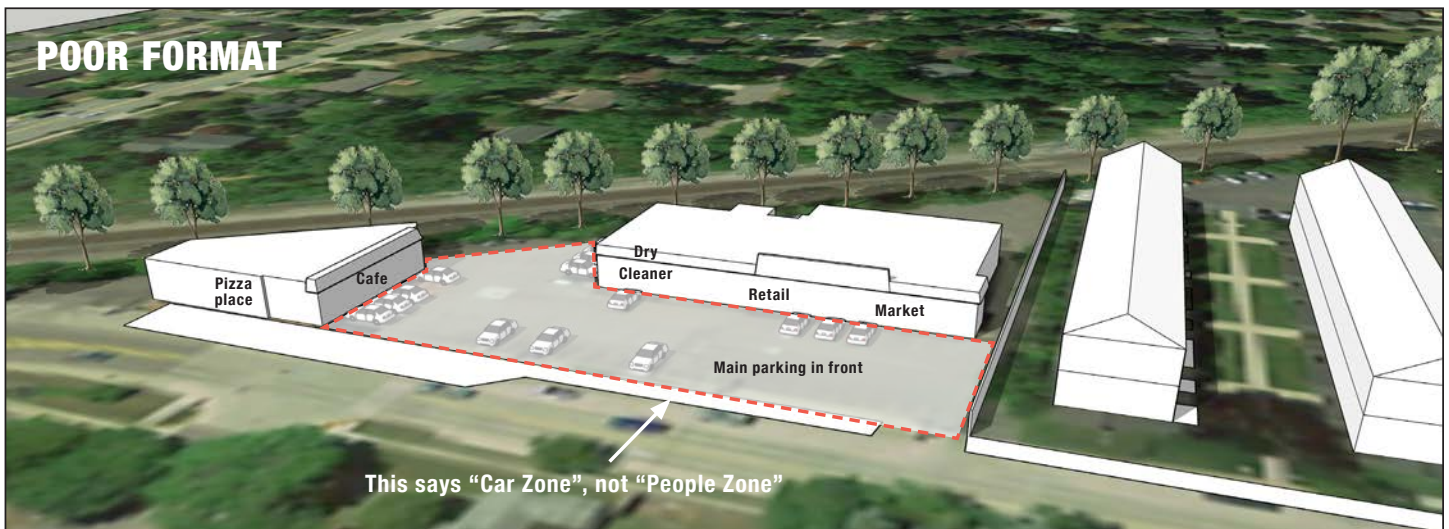


Successful third places provide an alternative destination for people to spend time (besides home and work). Unfortunately, the parking lot at the front of the buildings, while convenient for driver's making a quick stop, does not send the message to neighbors/families out for a walk that they can spend time here--that their interests are prioritized. Sidewalk planters and street trees provide a better looking frontage for these business. Adding shaded tables at the front of the market gives customers an important option that they don't currently have, and would likely welcome. Most of the existing parking in front should be retained, with a few spaces given over to outdoor social spaces.



## 03 destinations

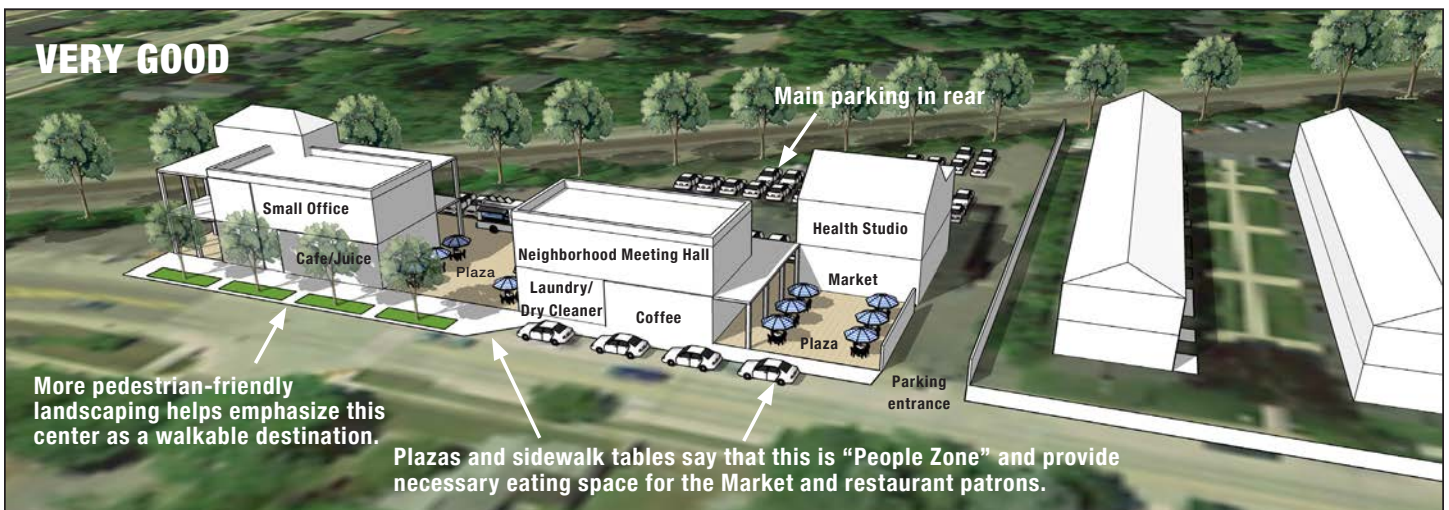
### improve neighborhood destinations



Eton Market provides neighborhood focused services but takes the form of a conventional strip shopping center. While incremental improvements are possible, redevelopment is preferable. Additional capacity should be permitted along with lower parking requirements to encourage redevelopment over time.

### CONFIGURATION OF THE ETON MARKET NEIGHBORHOOD DESTINATION

- Single level retail strip mall
- Built on the equivalent of 4 oddly shaped lots
- 4 Businesses in multiple buildings
- 11,600sf of retail
- Main parking in front



The outdated strip mall is replaced by a simple grouping of three multi-storied buildings arranged to create two intimately scaled plazas. Though the combined footprints are equal to the buildings replaced, the second level allows for additional office and studio space. The taller volumes better match the context of it's two story neighbors, making a better, more defined street frontage.





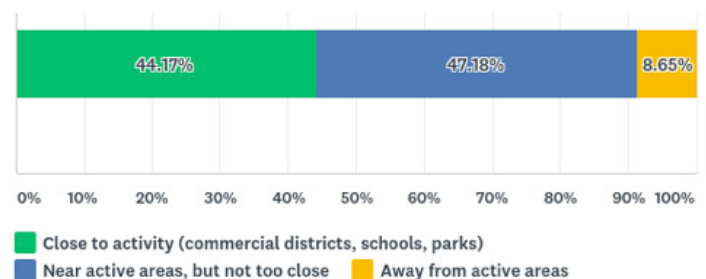
*A neighborhood destination consisting of a mix of uses and small gathering spaces can greatly enhance the character and identity of a neighborhood, while providing convenient, walkable access to services and amenities.*

## NEW NEIGHBORHOOD DESTINATIONS

New neighborhood destinations should be encouraged, yet closely regulated to ensure compatibility with surrounding neighborhood fabric. This requires active assistance from the City to support new businesses, and an extension of the downtown business district to recruit businesses to neighborhood destinations. To ensure compatibility, the following requirements are recommended:

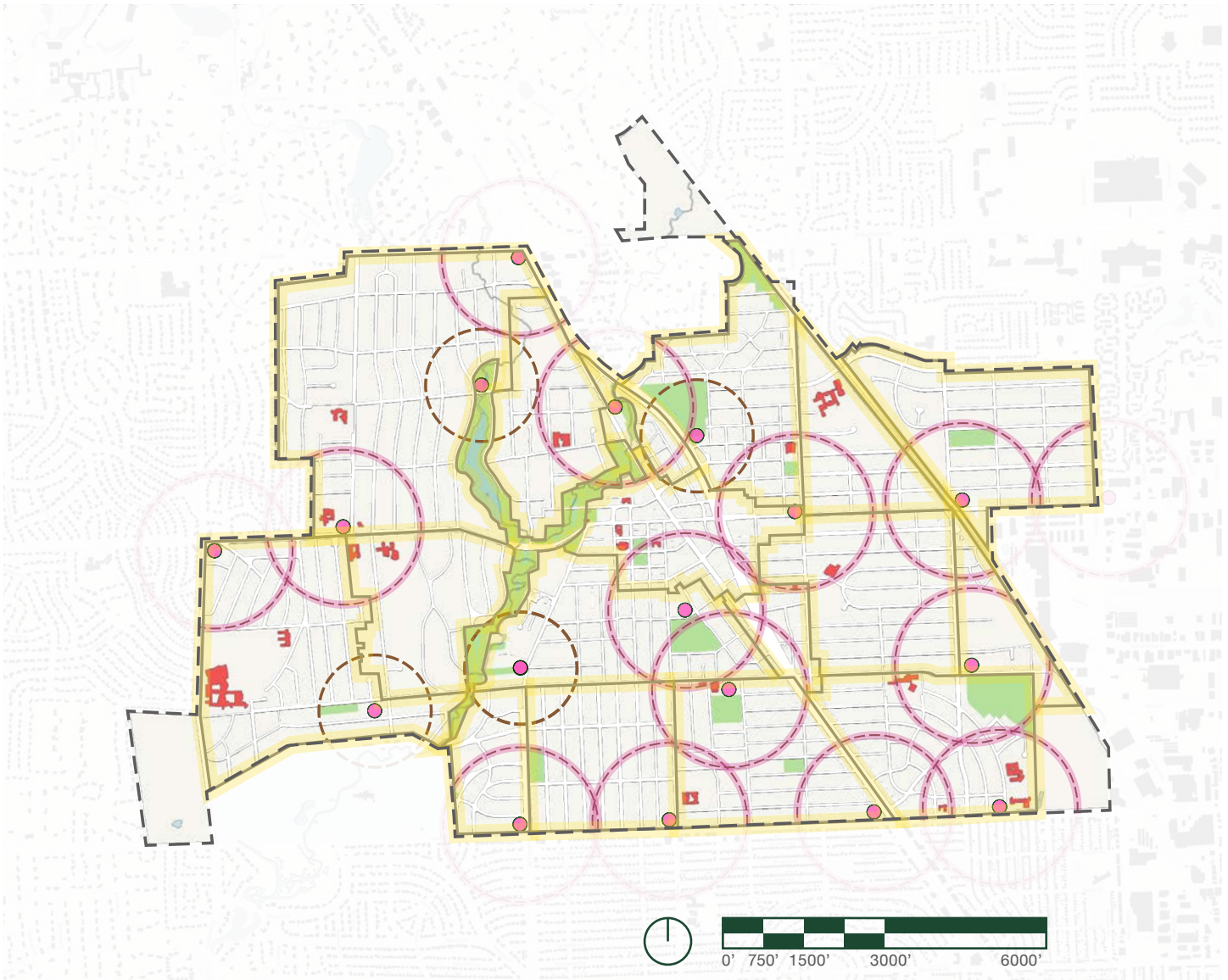
- Establish and recruit for an ideal mix of uses
- Limit size to 6 retail tenants with additional office potential
- Limit each tenant to 4,000 sq.ft. maximum
- Cap off-street parking at 2 spaces per 1,000 sq.ft.

### Q18: WHERE WOULD YOU PREFER TO LIVE?



## 03 destinations

### new neighborhood destinations



### LOCATIONS FOR NEIGHBORHOOD DESTINATIONS

Neighborhood destinations should be located to provide most residents with access, and cover every neighborhood. They should also be sited and sized to address potential impact. Two types of neighborhood destinations are proposed, which differ in size. The smaller neighborhood destinations provide services in otherwise residential areas, and should be further limited in size and program. Most neighborhood destinations should meet the standards of the prior page. However destinations along Maple, 14-Mile, and Woodward may be larger in scale. Here the mix of tenants is the most important consideration. Many of the locations identified are already zoned for commercial, rezoning to a neighborhood destination should be simple, once the standards are established.

- Neighborhood destination location
- Destination influence: minor destination
- Destination influence: standard destination
- Proposed neighborhood boundaries
- Civic Institutions

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# 04 seams

## DIVERSIFY HOUSING AT NEIGHBORHOOD SEAMS TO RETAIN POPULATION DIVERSITY



Birmingham's neighborhoods are surprisingly diverse in population age and family composition. This type of diversity supports neighborhood longevity, where the population overall is at different points in their life cycle. Housing is always available and children span school classes rather than concentrate within a few years. Increasing housing costs threatens future age and family diversity. This is evident in recent Birmingham public school enrollment, which has been dropping for years. That has both to do with reducing family diversity and an increasing affluence of resident who may be inclined to select private education. Continuing to out-pace surrounding communities with an increasing gap in property value, Birmingham could lock itself into a primarily aging population and eventually significant declines in value. As with other markets, a slow and steady

increase is healthy while rapid increases lead to rapid decline. Most major and secondary metropolitan areas in the country are currently facing affordability crises. Metro-Detroit is a rare and complicated condition in this regard, retaining a significant stock of housing that is reasonably priced. But the area also demonstrates a less known trend, which is a change in housing preference towards walkable communities. In Metro-Detroit, there are very few walkable communities that have retained an active downtown, parks, and good schools. Birmingham is a rare commodity, increasingly unaffordable as a result. Affordability solutions beyond subsidy is a subject being dealt with across the country. In recent months public policy has begun to hone-in on a need for greater housing diversity. Increasing townhouses, duplexes, and small multi-family buildings with



## NEIGHBORHOOD SEAMS



*Diversity of housing types can help support appropriate neighborhood seams while enriching a neighborhood's distinction.*

smaller units reduces the construction and land cost for each unit individually, and as a result increases public tax revenue. These housing types are described as Missing Middle Housing. However the solutions being pursued elsewhere aim to eliminate single family neighborhoods; they are overreacting. Increased housing diversity is necessary, but it should be allocated to strengthen cities and their neighborhoods, not divide them. Neighborhood seams are ideal receivers of housing diversification, which further define neighborhood identity.

### HOUSING NEEDS

By 2040, Birmingham needs to grow by nearly 2,000 homes. Half of this can be accommodated in the Downtown, Triangle, and Rail Districts, limited by the speed of construction and regional demand for downtown development. The remaining 1,000 homes need to be accommodated elsewhere in the community. Cost is an important consideration, often debated. We recommend defining “reasonably priced” housing by the average salary of municipal employees. At present there is

demand for about 600 reasonably priced homes in Missing Middle formats; that is beyond the additional demand of 2,000 homes.

### ALLOCATION

Each time residents brought up new housing formats we asked them where they should go. Allocating housing at an increased intensity will always anger the immediate neighbors, yet the community overall needs this type of housing to maintain diversity and future population. Neighborhood seams are a reasonable target for new housing types which preserves the overall character of the neighborhood while allocating change towards its' edges. In addition to neighborhood seams, accessory dwelling units (ADUs) should be permitted within neighborhoods, with targeted requirements. ADUs are size-limited housing on single family properties which offer extended family housing and rentals. They can be particularly affective for older adults who may downsize or rent their main house while living on premise in the ADU. Together, ADUs and neighborhood seams could easily absorb Birmingham's growth for the coming decades while helping to control cost.



## 2040 HOUSING DEMAND: +1710 HOMES

| Age of Householder | 2017 Birmingham |              |              | 2040 Birmingham |              |               | Percent Change |              |              |
|--------------------|-----------------|--------------|--------------|-----------------|--------------|---------------|----------------|--------------|--------------|
|                    | Own             | Rent         | Total        | Own             | Rent         | Total         | Own            | Rent         | Total        |
| 15-24              | 40              | 70           | 110          | 20              | 50           | 70            | -50.0%         | -28.6%       | -36.4%       |
| 25-34              | 670             | 650          | 1,320        | 600             | 1,030        | 1,630         | -10.4%         | 58.5%        | 23.5%        |
| 35-44              | 1,190           | 400          | 1,590        | 800             | 20           | 820           | -32.8%         | -95.0%       | -48.4%       |
| 45-54              | 1,560           | 470          | 2,030        | 1,670           | 530          | 2,200         | 7.1%           | 12.8%        | 8.4%         |
| 55-64              | 1,490           | 340          | 1,830        | 1,490           | 940          | 2,430         | 0.0%           | 176.6%       | 32.8%        |
| 65-74              | 1,080           | 150          | 1,230        | 1,800           | 290          | 2,090         | 66.7%          | 93.1%        | 69.9%        |
| 75-84              | 440             | 120          | 560          | 180             | 720          | 900           | -59.1%         | 500.0%       | 60.7%        |
| 85+                | 240             | 80           | 320          | 320             | 240          | 560           | 33.3%          | 200.0%       | 75.0%        |
| <b>Total</b>       | <b>6,710</b>    | <b>2,280</b> | <b>8,990</b> | <b>6,880</b>    | <b>3,820</b> | <b>10,700</b> | <b>25%</b>     | <b>67.6%</b> | <b>19.0%</b> |

Table above: Projected housing change by age group, 2017-2040. Projections estimate an aging population with significant decline in the 35-44 age bracket.

### MIDDLE MISSING HOUSING



Danielson Grove, WA: Cottage Court



East Beach, VA: 4-Pack



Hampstead, AL: Townhomes



Habersham, SC: Townhouses

## REASONABLY PRICED HOUSING



### CITY EMPLOYEE

**\$63,300**  
MEDIAN INCOME

**\$950 / MO**  
REASONABLY PRICED RENT

**\$185,000**  
REASONABLY PRICED FOR-SALE



### CITYWIDE

**\$114,500**  
MEDIAN INCOME

**\$1,750 / MO**  
REASONABLY PRICED RENT

**\$405,000**  
REASONABLY PRICED FOR-SALE

## HOUSING CHANGE

Projections anticipate significant growth in the older adult population with a significant decline of the 35-44 age bracket. This reflects a decline in family households which is a threat to Birmingham's character. Providing reasonably priced housing can help young families locate in Birmingham. Getting to this price point will require more modestly sized housing and diverse housing types.

## REASONABLY PRICED HOUSING

The terms affordable and attainable housing have been endlessly debated, a distraction from solving real problems. We recommend using "reasonably priced" housing, defined by the average salary of city employees, and "moderately priced" housing, defined by the city's median income. Available housing for rent and sale for both ranges is needed to retain a diverse population. To achieve this, policies must address both the types of housing that can be built and incentives that the City may offer to keep costs down.



## ROLE OF THE REGION



*In order to plan intelligently for the village itself some attention must first be given to its relation to the region within which it lies. Only after effectively meeting the problems of regional origin that occur within the village limits can a sound and enduring solution to the local village problems themselves be found*

### MICHIGAN HOMEOWNERS STUDY



**DEFICIT OF**  
**237,280**  
**HOMES VALUED OVER**  
**\$450,00**

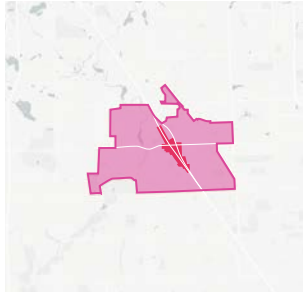
### MEETING PROBLEMS OF REGIONAL ORIGIN

Regional housing demand puts pressure on Birmingham's existing market position at the higher end of the region. This pressure is at odds with the need to provide reasonably priced housing. The region has a significant deficit of housing in the range that Birmingham currently provides. As a result, housing values have been rising quickly due to a lack of supply. This is a regional problem whose only solution is for Birmingham to have more high quality competition. Historically, Metro-Detroit had numerous neighborhoods, villages, towns, and cities that were similar in character to Birmingham. Unfortunately most were severely damaged during Detroit's suburban expansion. The following page illustrates a number of surrounding communities that could grow to absorb this regional demand. Until more of these communities grow their downtowns and main streets, and diversify their housing, Birmingham will receive significant housing pressure which threatens its future diversity, a direct link to long term success.

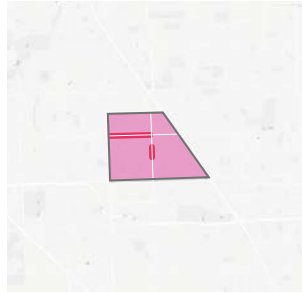
| Table 6: Owner Households and Housing Units Falling Under HUD AMI Levels, 2016 |                |                            |                       |                      |                 |
|--|----------------|----------------------------|-----------------------|----------------------|-----------------|
| AMI Thresholds   | Median Incomes | Number of Owner Households | Fee Simple Home Price | Owner-Occupied Units | Surplus/Deficit |
| 30% AMI  | \$20,780       | 84,710                     | \$72,788              | 209,039              | 124,329         |
| 50% AMI  | \$31,950       | 75,339                     | \$111,915             | 115,610              | 40,271          |
| 80% AMI  | \$51,050       | 133,980                    | \$178,819             | 203,591              | 69,611          |
| 120% AMI   | \$76,575       | 165,128                    | \$268,228             | 168,197              | 3,049           |
| 200% AMI   | \$127,625      | 214,666                    | \$447,046             | 137,149              | -77,517         |
| Greater than 200% AMI  | \$127,626      | 214,264                    | \$447,047             | 54,501               | -159,763        |
| Source: HUD, ACS, and RKG Associates   |                |                            |                       |                      |                 |



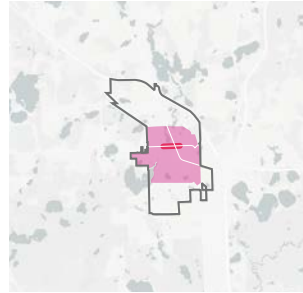
City Boundary Study Area Main Street / Downtown



Birmingham



Berkley



Brighton



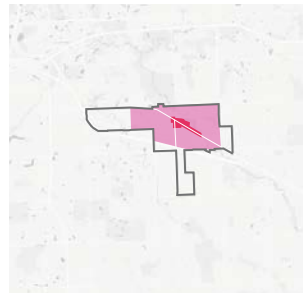
West Village / Indian Village



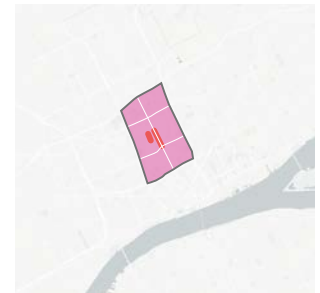
Corktown



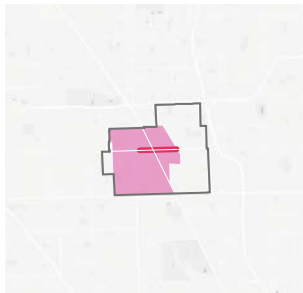
Downtown



Farmington



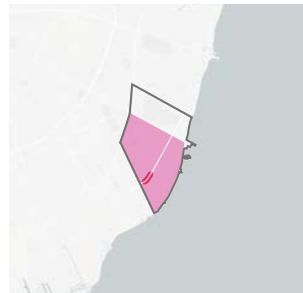
Midtown



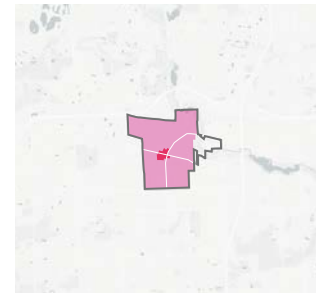
Ferndale



Grosse Pointe



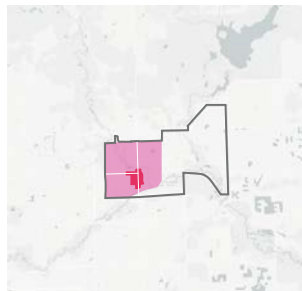
Grosse Pointe Farms



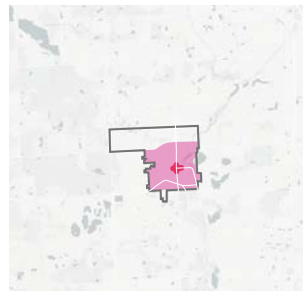
Plymouth



Grosse Pointe Park



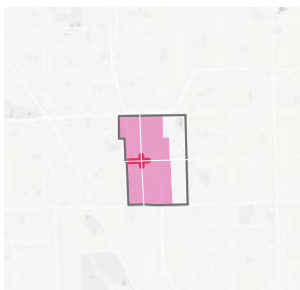
Rochester



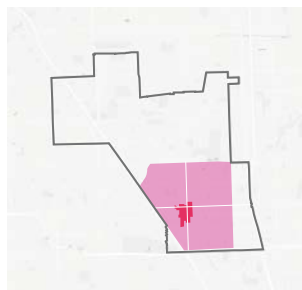
Northville



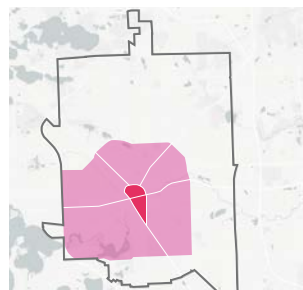
Hamtramck



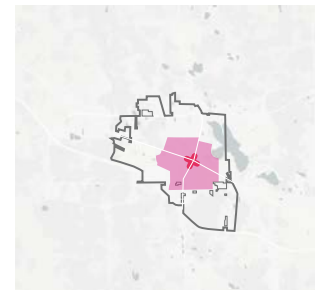
Hazel Park



Royal Oak



Pontiac



Howell

## UNDER-SERVED LOCAL DEMAND

### MISSING MIDDLE DEMAND

**+570** UNITS

**310** moderate priced units

**\$950 / MO**

FOR RENT

**\$185,000**

FOR-SALE

**260** reasonably priced units

**\$2,450 / MO**

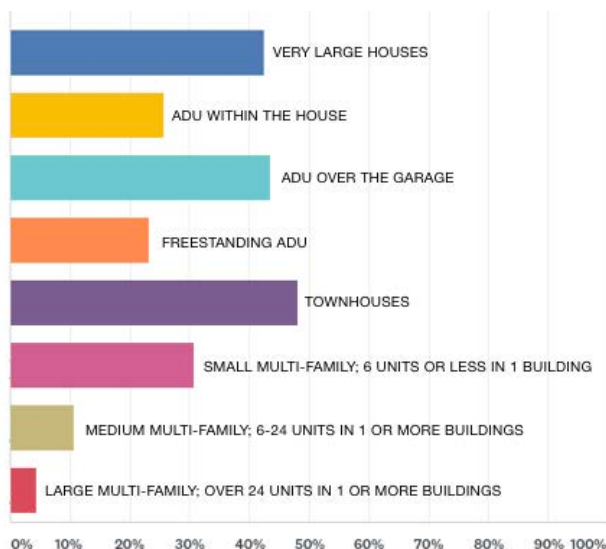
FOR RENT

**\$450,000**

FOR-SALE



**Q17:** WOULD YOU SUPPORT ANY OF THE FOLLOWING HOUSING TYPES BEING ADDED IN YOUR NEIGHBORHOOD. PLEASE SELECT ALL THAT APPLY.



### MISSING MIDDLE DEMAND

Current demand for diverse housing types is significant and will continue to grow into the future. Birmingham once provided more diverse housing, which was halted following poor quality townhouse and multi-family construction in the 1970's. Permitting more of this housing is important for the future of the community. While stylistic requirements are not palatable locally, a few minor, style-agnostic, requirements may be added to avoid the problems of the 1970's. This housing must also be predictably located, as discussed on the following page. To meet the current and future demand, the following types should specifically be allowed and allocated:

- Accessory Dwelling Units
- Duplexes
- Triplexes
- Quadplexes
- Townhouses
- Cottage Courts



## NEIGHBORHOOD SEAMS

We recommend mapping and rezoning the neighborhood seams for missing middle housing and other means of transitioning to protect the neighborhood core. This is an important decision which is politically difficult, yet it is necessary. The present set of transition zone standards illustrate this need: because the zone mappings were not adopted by the City Commission, transition zones have become a political football. Neighborhood Seams are very similar to transition zones, except that the term specifies definite location, along the edges of neighborhoods, not within them. Certainty of the location and extent is established by the following location criteria: seams are located along the edges of neighborhood that coincide with highly trafficked streets and commercial districts.

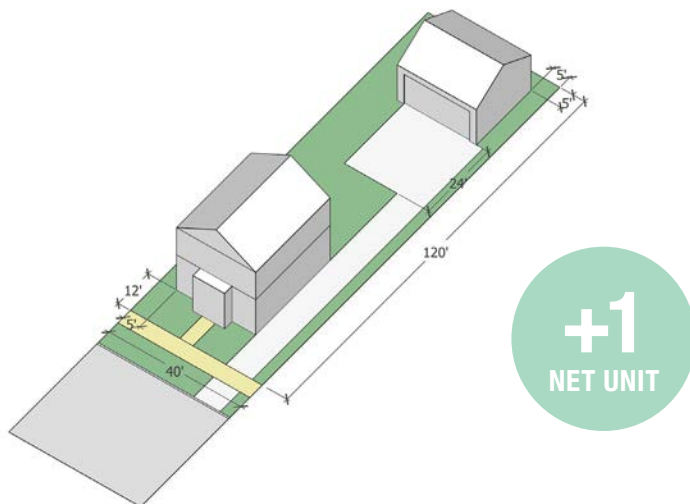
The map above includes recommended neighborhood seams, further differentiating them by their need for neighborhood compatibility. Commercial seams occur where non-residential uses have already established neighborhood edges. These require limitations on the size and type of business, and restrictions on the amount of parking that can be provided. Moderate intensity seams are located along regionally significant streets with high traffic, in locations where a primarily multi-family housing stock can be absorbed. Low intensity seams, the most common, are located at most seam areas where missing middle housing can create establish a neighborhood edge to absorb housing and reinforce neighborhood identity.



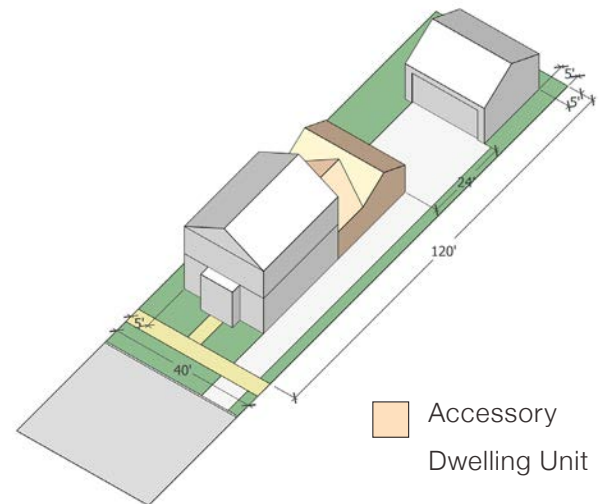
## PERMIT ACCESSORY DWELLING UNITS (ADUs) EVERYWHERE

1. Provides moderate income housing
2. Provides additional income for the property owner
3. Downsizing option that avoids Proposition A tax increases
4. Rental housing which is better monitored by the owner

### TYPICAL CONDITION - INDIVIDUAL 40' LOTS



### PROPOSED - ATTACHED ACCESSORY DWELLING UNIT (A.D.U.)



| Small Single Family lots |          |
|--------------------------|----------|
| Lot Width                | 40 ft    |
| Lot Depth                | 120 ft   |
| Lot Area                 | 4,800 ft |
| Lot Coverage             | 40%      |
| Unit Size                | 1,500 sf |
| Residential Stories      | 2        |
| Total Stories            | 2        |
| Dwelling Units           | 1        |
| Tot Residential Density  | 10 du/ac |

| Attached A.D.U.         |          |
|-------------------------|----------|
| Lot Width               | 40 ft    |
| Lot Depth               | 120 ft   |
| Lot Area                | 4,800 ft |
| Lot Coverage            | 60%      |
| Unit Size               | 1,500 sf |
| Residential Stories     | 2        |
| Total Stories           | 2        |
| Total Dwelling Units    | 2        |
| Tot Residential Density | 20 du/ac |

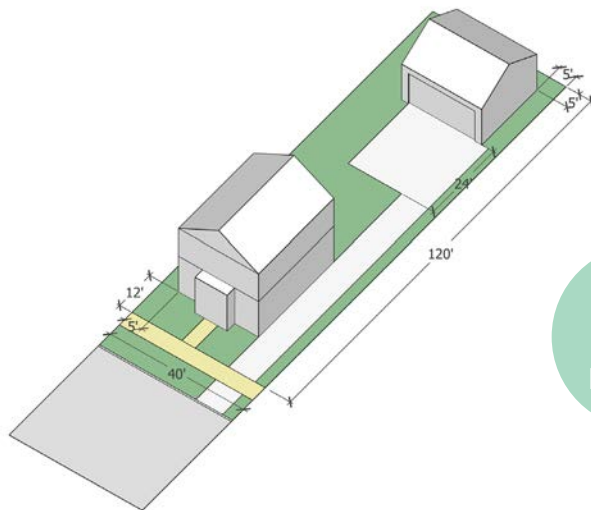
## housing: accessory dwelling units



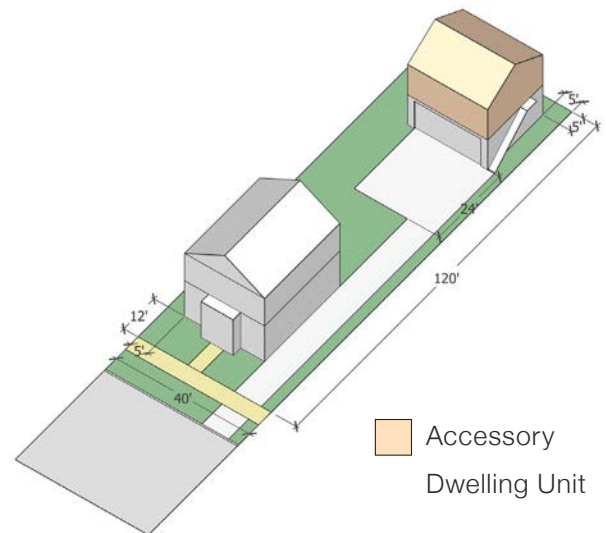
TYPICAL CONDITION - INDIVIDUAL 40' LOTS



PROPOSED - OVER-GARAGE ACCESSORY DWELLING UNIT (A.D.U.) OR "GRANNY FLAT"



+1  
NET UNIT



Accessory  
Dwelling Unit

## Small Single Family lots

|                         |          |
|-------------------------|----------|
| Lot Width               | 40 ft    |
| Lot Depth               | 120 ft   |
| Lot Area                | 4,800 ft |
| Lot Coverage            | 40%      |
| Unit Size               | 1,500 sf |
| Residential Stories     | 2        |
| Total Stories           | 2        |
| Dwelling Units          | 1        |
| Tot Residential Density | 10 du/ac |

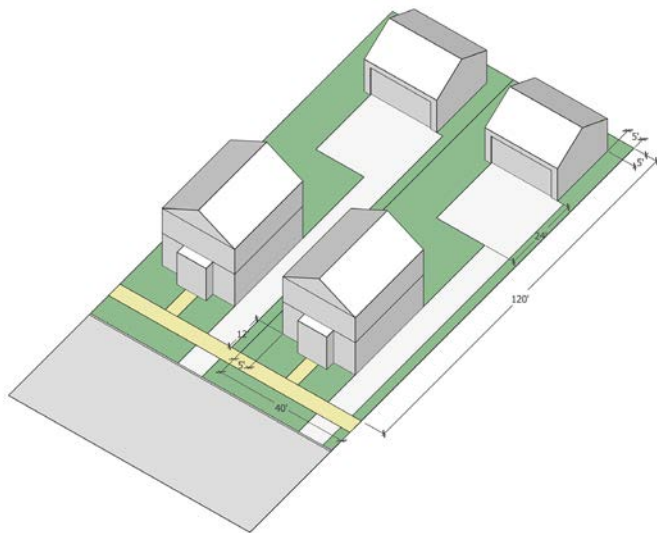
## Over-garage A.D.U.

|                         |          |
|-------------------------|----------|
| Lot Width               | 40 ft    |
| Lot Depth               | 120 ft   |
| Lot Area                | 4,800 ft |
| Lot Coverage            | 40%      |
| Unit Size               | 750 sf   |
| Residential Stories     | 2        |
| Total Stories           | 2        |
| Total Dwelling Units    | 2        |
| Tot Residential Density | 20 du/ac |

## PERMIT SMALL MULTI-FAMILY BUILDINGS IN NEIGHBORHOOD SEAM

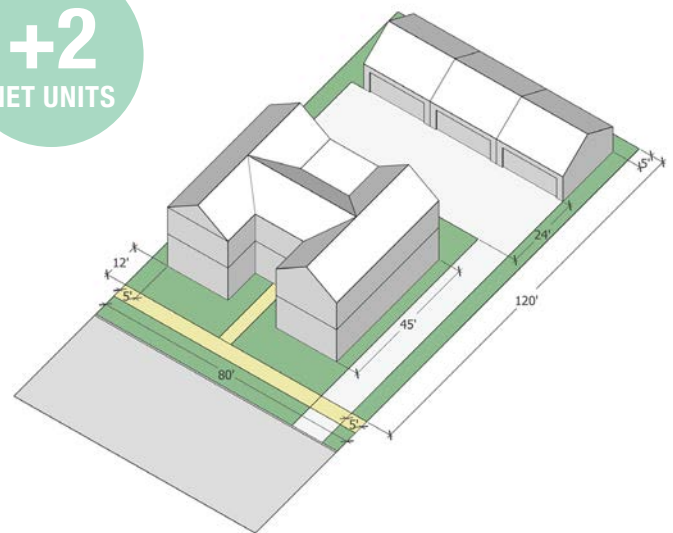
1. Multi-family at 6 and fewer units per lot have little impact
2. Significant amounts of rental housing already exists in every neighborhood
3. Design standards are required to ensure compatibility

### TYPICAL CONDITION - INDIVIDUAL 40' LOTS



### PROPOSED - COMBINING TWO LOTS TO BUILD A 4-PLEX APARTMENT BUILDING

**+2**  
NET UNITS

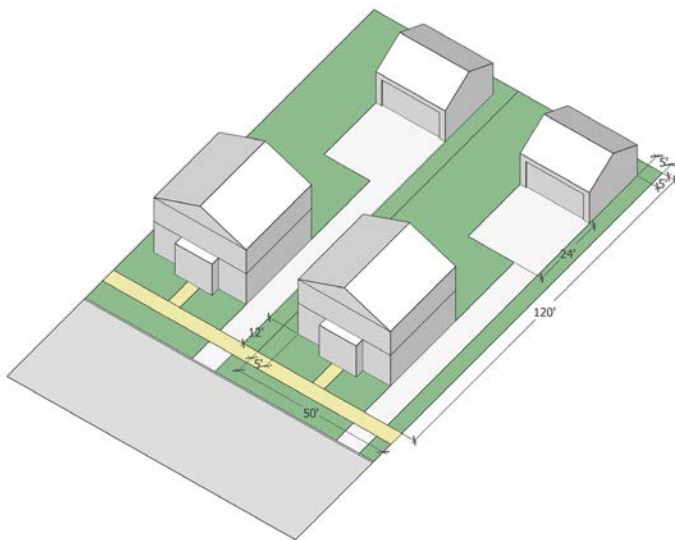


| Small Single Family lots |          |
|--------------------------|----------|
| Lot Width                | 40 ft    |
| Lot Depth                | 120 ft   |
| Lot Area                 | 4,800 ft |
| Lot Coverage             | 40%      |
| Unit Size                | 1,500 sf |
| Residential Stories      | 2        |
| Total Stories            | 2        |
| Dwelling Units           | 1        |
| Residential Density      | 10 du/ac |

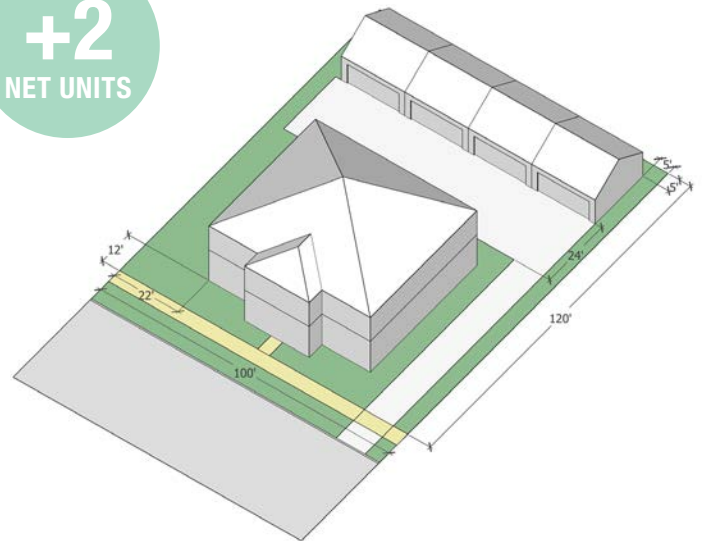
| 4-Plex Apartments   |          |
|---------------------|----------|
| Lot Width           | 80 ft    |
| Lot Depth           | 120 ft   |
| Lot Area            | 9,600 ft |
| Lot Coverage        | 40%      |
| Unit Size           | 1,200 sf |
| Residential Stories | 2        |
| Total Stories       | 2        |
| Dwelling Units      | 4        |
| Residential Density | 20 du/ac |



## housing: small multi-family

**TYPICAL CONDITION - INDIVIDUAL 50' LOTS****PROPOSED - COMBINING TWO LOTS A 4-PLEX APARTMENT BUILDING**

**+2**  
NET UNITS

**Medium Single Family lots**

|                            |          |
|----------------------------|----------|
| <b>Lot Width</b>           | 50 ft    |
| <b>Lot Depth</b>           | 120 ft   |
| <b>Lot Area</b>            | 6,000 ft |
| <b>Lot Coverage</b>        | 30%      |
| <b>Unit Size</b>           | 2,000 sf |
| <b>Residential Stories</b> | 2        |
| <b>Total Stories</b>       | 2        |
| <b>Dwelling Units</b>      | 1        |
| <b>Residential Density</b> | 9 du/ac  |

**4-Plex Apartments**

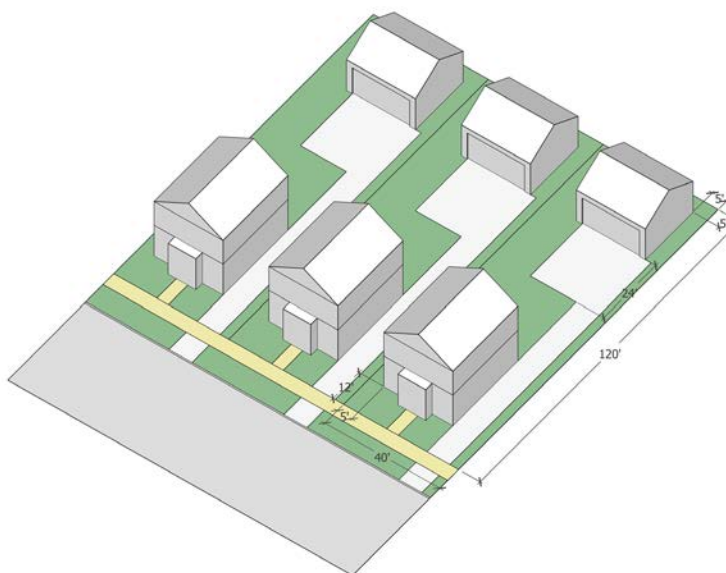
|                            |          |
|----------------------------|----------|
| <b>Lot Width</b>           | 80 ft    |
| <b>Lot Depth</b>           | 120 ft   |
| <b>Lot Area</b>            | 9,600 ft |
| <b>Lot Coverage</b>        | 40%      |
| <b>Unit Size</b>           | 1,200 sf |
| <b>Residential Stories</b> | 2        |
| <b>Total Stories</b>       | 2        |
| <b>Dwelling Units</b>      | 4        |
| <b>Residential Density</b> | 18 du/ac |



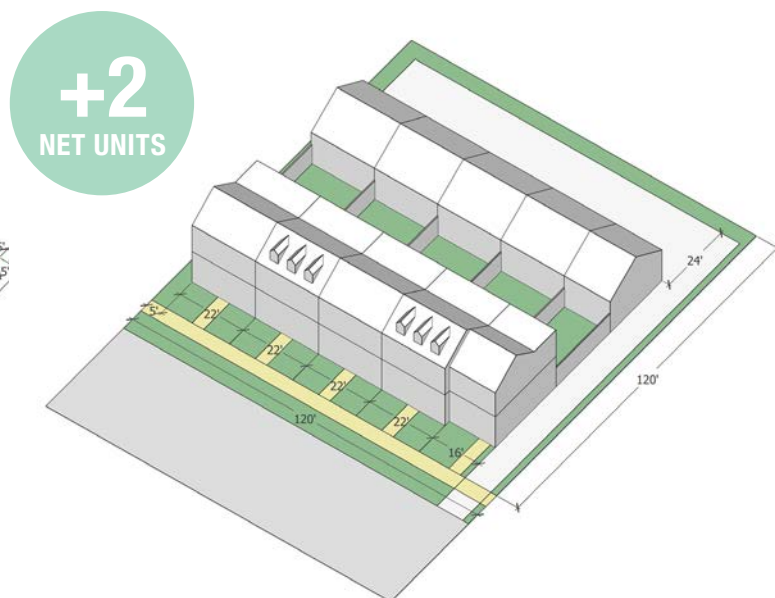
## PERMIT TOWNHOUSES AND DUPLEXES IN THE NEIGHBORHOOD SEAM

1. Increases housing with very little overall impact
2. Creates beautiful streetscapes
3. Existing townhouses near the Community House provide a model
4. Duplexes exist in many neighborhoods already
5. Design standards are required to ensure compatibility

### TYPICAL CONDITION - INDIVIDUAL 40' LOTS



### PROPOSED - COMBINING THREE LOTS TO BUILD FIVE TOWNHOUSES



| Small Single Family lots |          |
|--------------------------|----------|
| Lot Width                | 40 ft    |
| Lot Depth                | 120 ft   |
| Lot Area                 | 4,800 ft |
| Lot Coverage             | 40%      |
| Unit Size                | 1,500 sf |
| Residential Stories      | 2        |
| Total Stories            | 2        |
| Dwelling Units           | 1        |
| Residential Density      | 10 du/ac |

| Townhouses          |           |
|---------------------|-----------|
| Lot Width           | 120 ft    |
| Lot Depth           | 120 ft    |
| Lot Area            | 14,400 ft |
| Lot Coverage        | 50%       |
| Unit Size           | 1,350 sf  |
| Residential Stories | 2         |
| Total Stories       | 2         |
| Dwelling Units      | 5         |
| Residential Density | 16 du/ac  |

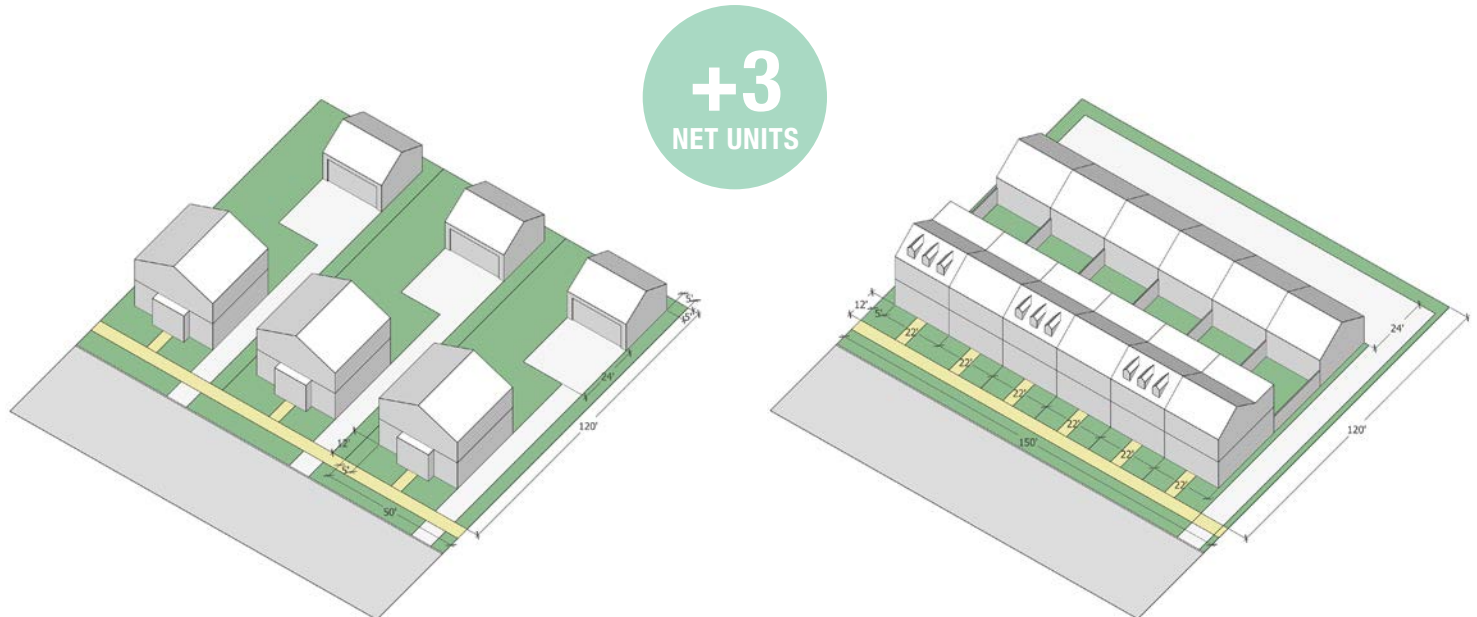
## housing: attached single family



TYPICAL CONDITION - INDIVIDUAL 50' LOTS



PROPOSED - COMBINING THREE LOTS TO BUILD SIX TOWNHOUSES



## Medium Single Family lots

|                     |          |
|---------------------|----------|
| Lot Width           | 50 ft    |
| Lot Depth           | 120 ft   |
| Lot Area            | 6,000 ft |
| Lot Coverage        | 30%      |
| Unit Size           | 2,000 sf |
| Residential Stories | 2        |
| Total Stories       | 2        |
| Dwelling Units      | 1        |
| Residential Density | 9 du/ac  |

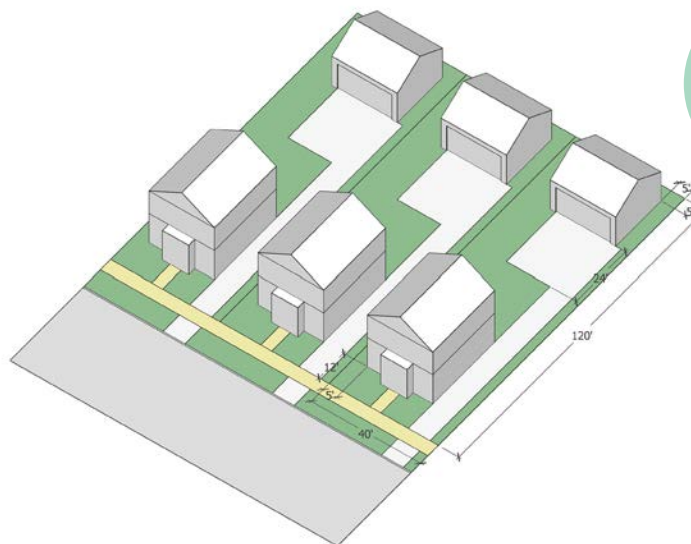
## Six townhouses

|                     |           |
|---------------------|-----------|
| Lot Width           | 150 ft    |
| Lot Depth           | 120 ft    |
| Lot Area            | 18,000 ft |
| Lot Coverage        | 40%       |
| Unit Size           | 1,200 sf  |
| Residential Stories | 2         |
| Total Stories       | 2         |
| Dwelling Units      | 6         |
| Residential Density | 18 du/ac  |

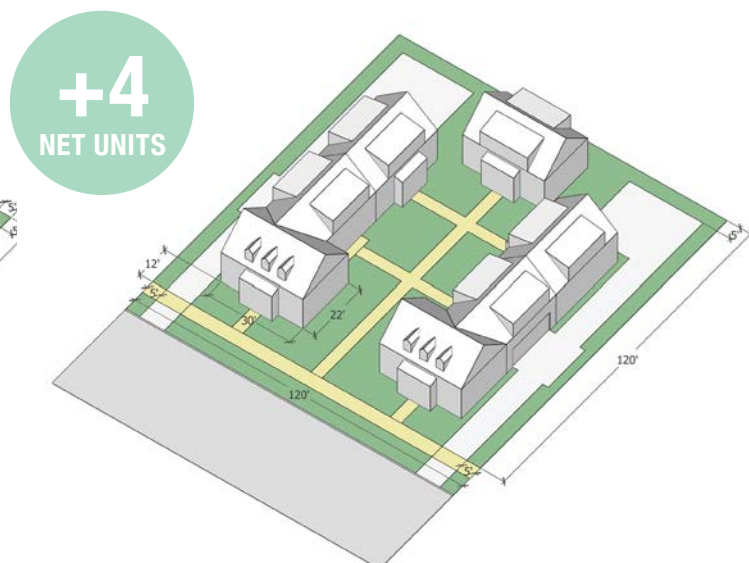
## PERMIT COTTAGE COURTS IN THE NEIGHBORHOOD SEAM

1. Significant increase in housing with very low impact
2. Severely under-served category of small single family
3. Current housing cluster allowances are overly complicated
4. Design standards are required to ensure compatibility

### TYPICAL CONDITION - INDIVIDUAL 40' LOTS



### PROPOSED - COMBINING THREE LOTS TO BUILD A COTTAGE COURT



| Small Single Family lots |          |
|--------------------------|----------|
| Lot Width                | 40 ft    |
| Lot Depth                | 120 ft   |
| Lot Area                 | 4,800 sf |
| Lot Coverage             | 40%      |
| Unit Size                | 2,000 sf |
| Residential Stories      | 2        |
| Total Stories            | 2        |
| Dwelling Units           | 1        |
| Residential Density      | 10 du/ac |

| Cottage Court       |             |
|---------------------|-------------|
| Lot Width           | 120 ft      |
| Lot Depth           | 120 ft      |
| Lot Area            | 14,400 sf   |
| Lot Coverage        | 50%         |
| Unit Size           | 750-1500 sf |
| Residential Stories | 2           |
| Total Stories       | 2           |
| Dwelling Units      | 7           |
| Residential Density | 23 du/ac    |

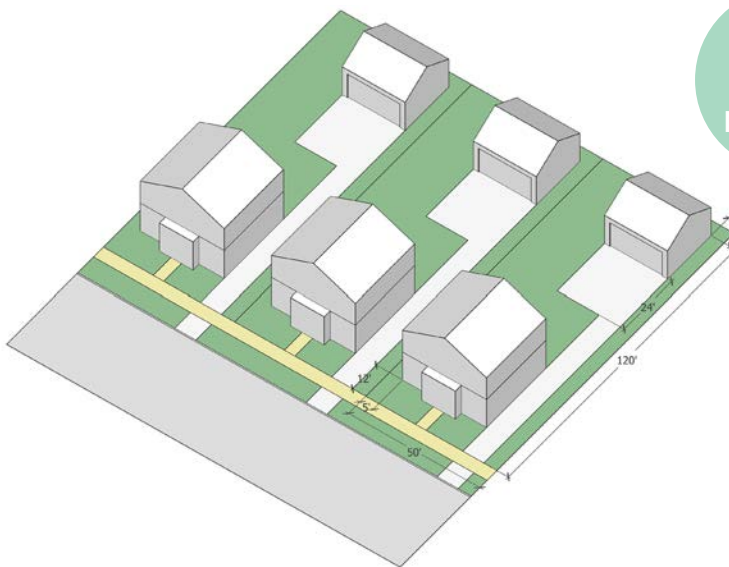




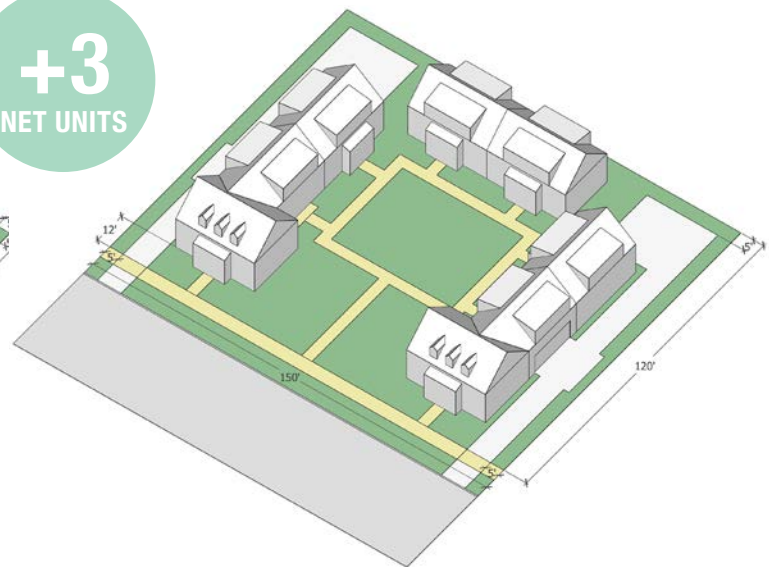
TYPICAL CONDITION - INDIVIDUAL 50' LOTS



PROPOSED - COMBINING THREE LOTS TO BUILD A COTTAGE COURT



**+3**  
NET UNITS



#### Medium Single Family lots

|                     |          |
|---------------------|----------|
| Lot Width           | 50 ft    |
| Lot Depth           | 120 ft   |
| Lot Area            | 6,000 ft |
| Lot Coverage        | 30%      |
| Unit Size           | 2,000 sf |
| Residential Stories | 2        |
| Total Stories       | 2        |
| Dwelling Units      | 1        |
| Residential Density | 9 du/ac  |

#### Cottage court

|                     |             |
|---------------------|-------------|
| Lot Width           | 150 ft      |
| Lot Depth           | 120 ft      |
| Lot Area            | 18,000 ft   |
| Lot Coverage        | 40%         |
| Unit Size           | 750-1500 sf |
| Residential Stories | 2           |
| Total Stories       | 2           |
| Dwelling Units      | 8           |
| Residential Density | 20 du/ac    |

# 05 triangle district

## INVEST IN THE FUTURE OF THE TRIANGLE DISTRICT



### INVEST IN THE TRIANGLE DISTRICT

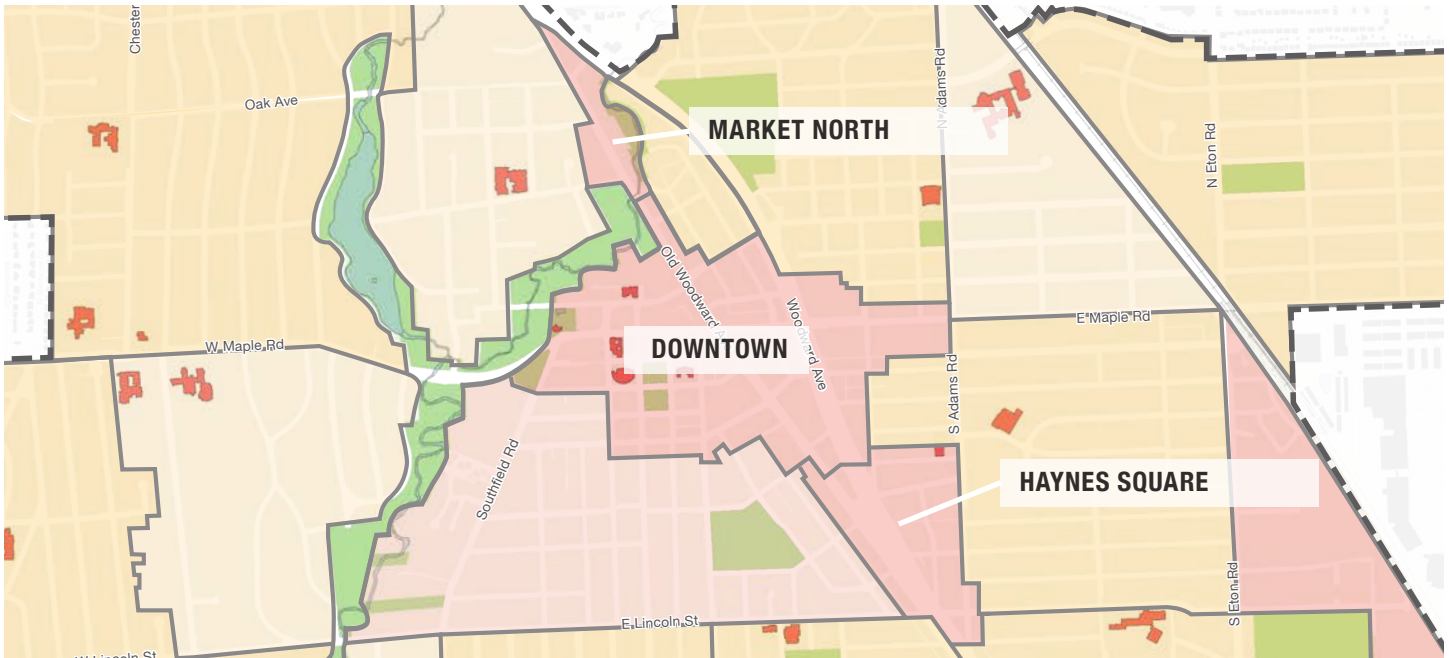
Dating to 2007, the Triangle District plan has yet to see serious redevelopment. A few, quite good, infill projects have been built, but overall the district remains sleepy. Speaking with developers and City Officials, it is clear that private development isn't going to take the first, risky step in the Triangle District, evidenced by the fact that rezoning has occurred without much development. Unfortunately the rezoning may have been too substantial, which further limits the likelihood of the private-market leading the way. Basically, to reach the zoned capacity, substantial structured parking is needed, which does not fit on most parcels. The City needs to invest in structured parking in the Triangle District.

### RE-POSITION DISTRICTS

Oddly there are a few blocks of housing within the Triangle District, which are intended to remain at a low intensity. As part of the district, they have an odd relationship with the high-intensity redevelopment proposed. Considering these properties led the consultant team to re-evaluate the definition of the Triangle District and Downtown. Woodward is the main source of confusion, blurring district identity. A proposed re-positioning of the Downtown, Triangle District, and northern Downtown boundaries aims to overcome the Woodward barrier and promote meaningful differentiation in retail focus and scale.



## DISTRICT DIFFERENTIATION



### MARKET NORTH

The northern portion of Downtown is clearly lower in scale and intensity than the primary Downtown district around Maple and Old Woodward. Additionally, the Rouge River provides a gentle break. Rather than continue to consider this northern area part of Downtown, it should be re-branded Market North, in support of the Farmer's Market. The mix of businesses is oriented more closely with a neighborhood destination for both Little San Francisco and Holy Name, with additional retail supporting Booth Park. Market North deserves a unique identity which can boost its location and quaint character.

### DOWNTOWN

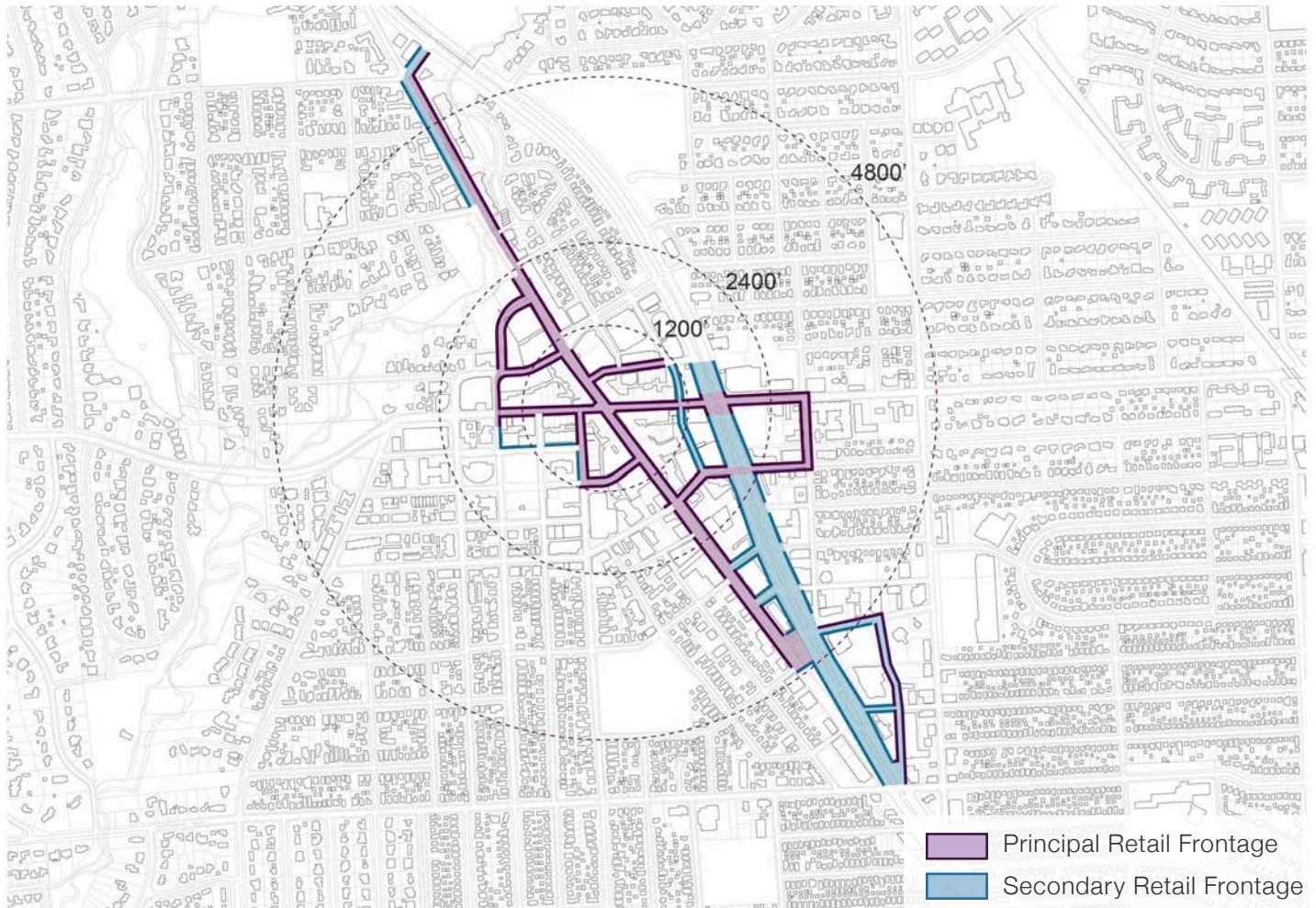
Downtown's extent along Old Woodward is evident by the diminishing strength of businesses southward. Downtown proper is located between Frank Street on the South and the Rouge River on the North. Further, the east-west extent of Downtown should cross big Woodward, extending to Adams. The natural break caused by Forest, Chestnut, and Hazel Streets in the now Triangle District creates a more appropriately proportioned downtown when ignoring

the effect of big Woodward. Spanning big Woodward with downtown will help erase part of the east-west barrier that divides Birmingham. Other charrette recommendations address big Woodward's dominance, creating a condition where Woodward travels through downtown, not next to downtown.

### HAYNES SQUARE

South of Frank Street, the character of downtown changes, expressed in zoning as well as business success. Birmingham has a need for and room for business diversity, which better serves residents. Rather than consider south Old Woodward an inferior retail district, the area should be combined with the lower Triangle District, spanning big Woodward as Haynes Square. Street reconfigurations proposed elsewhere in this document result in a public plaza at south Old Woodward and Haynes Street. This plaza should be the new heart of a district independent from downtown. Differentiating this area, and connecting across big Woodward supports a clear distinction in retail and mixed-use. While Downtown includes a significant presence of offices, Haynes Square may be oriented towards more residentially-based mixed-use.

## DOWNTOWN RETAIL REQUIREMENTS



Downtown's retail requirements have spread significantly from the original recommendations in the 2016 plan. While striving for excellence is valiant, it can also lead to business failure. The image to the left illustrates the type of undesirable Downtown tenant that has lead to tight requirements. In order to restrict undesirable conditions yet deal with the unfortunately degraded reality of a number of streets, a second category of retail requirements is recommended, which are less onerous. These secondary retail areas may permit ground floor offices in addition to retailers. Further distinction may also be made between market areas - Market North, Downtown, and Haynes Square.

*Downtown retail frontage should not be replaced with office or similar uses.*



## INVESTMENT



### INVESTMENT IN PARKING

The City has planned for a large parking structure in the Triangle District for quite some time, but has not executed on this plan. Due to the odd lot shapes in the area and high zoned capacity, private development is not going to take the first step to launch the district. Along with the Haynes Square initiative, the City needs to invest in a parking garage. Ideally this garage would be suited to meet most of the needs of the district alleviating developers from the burden of parking. With this structure in place, particularly in light of section 01 of this summary report on parking, new housing and businesses are likely to be developed quickly in the surrounding blocks, bringing significant increases in tax revenue. A smaller garage has been discussed, which may be pursued to whet the appetite of developers. However the construction of multiple smaller garages is less efficient in the long run than a higher-capacity structure.

# 06 rail district

## PRESERVE THE LOWER RAIL DISTRICT & ENABLE FUTURE RAIL CONNECTIVITY



### PRESERVE THE LOWER RAIL DISTRICT

The portion of the Rail District south of Griffin Claw, the Lower Rail District, is full of active businesses, many of which are not allowed in Downtown. These businesses enrich the community as a whole, filling important gaps in services missing from Downtown. While this area is already zoned for 4-story mixed-use redevelopment, the existing character should not be excluded. Existing buildings and new, small buildings should be encouraged in order to provide less expensive business rents which result in experimentation. The Lower Rail District is the City's business laboratory.

### ENABLE FUTURE RAIL CONNECTIVITY

Over Birmingham's long history, the railroad connection to Detroit has been an important asset. In recent decades, disinvestment in rail and investment in automobiles has reduced the role of rail travel. However, this trend is slowly changing across the country. Unfortunately, Birmingham dropped the ball when the Troy Transit Center was built, leaving the City cut-off. Into the future, rail's comeback is projected to continue. The City cannot risk being left without a direct connection to passenger rail. Looking forward a few decades, rail access in the Rail District is the most likely economic driver.





## PINK ZONE

In order to preserve the Lower Rail District's character as a business laboratory, a Pink Zone is recommended, offering an alternative path to the current 4-story mixed-use zoning. Pink Zones are named for their role of lightening red tape. The Pink Zone should encourage adaptive reuse of existing buildings and the addition of new, one-story buildings throughout the district. Parking requirements should be significantly reduced, and parking permitted to continue

its distributed, small-footprint condition. The Pink Zone will allow the Lower Rail District to remain affordable, and encourage the growth of more businesses along Lincoln, Commerce, and Eton. Diagrams on the following page demonstrate minor improvements that can be made through the Pink Zone, without requiring a significant investment on the part of owners and businesses.

## 06 rail district diagrams



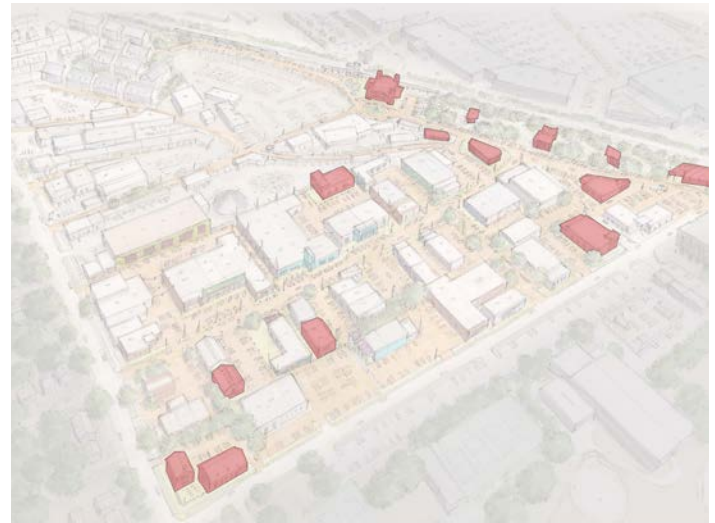
*The Rail District character should be preserved while allowing for neighborhood and potential future rail connections.*



■ New Roads



■ Pedestrian Connections



■ New Buildings



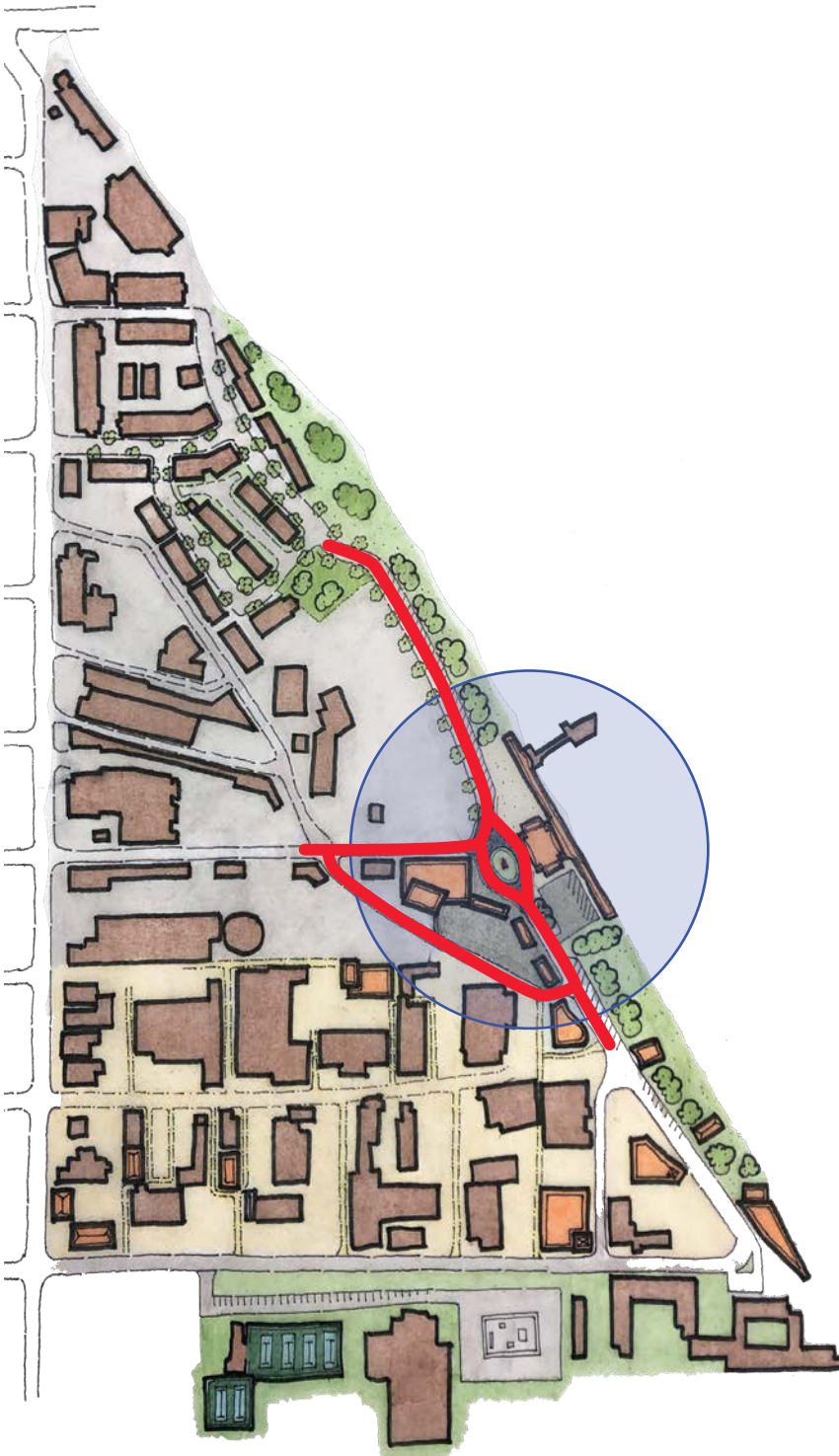
■ Art Graffiti Walls



■ Additions: Towers, Canopies, and Signage



## FUTURE POTENTIAL



## EXISTING CONDITION



- Location of train station addition
- Property blocking connection
- Future road extensions

## TRAIN STATION ACCESS

The City has recently attempted to negotiate access to the Troy Transit Center unsuccessfully. While the School District is willing to work with the City, a private land owner is not. The City should make another attempt at connection with this land owner. Should they be unwilling to participate, the City should not be afraid to exercise its' power to condemn property. Eminent domain has become a bad word in planning, particularly in a property rights focused place like Michigan. However, the tool is specifically designed for this type of situation, wherein a transportation connection is critical to the City's future success. Property owners are paid fair market value for the property, independently assessed. Ideally an agreement would be reached with the property owner, not requiring condemnation. However, the City has gone down this path before, resulting in City Hall, the Library, and Shain Park.

# 07 big woodward

## IMPROVE THE WOODWARD EDGE AND CROSSINGS TO KNIT THE COMMUNITY TOGETHER



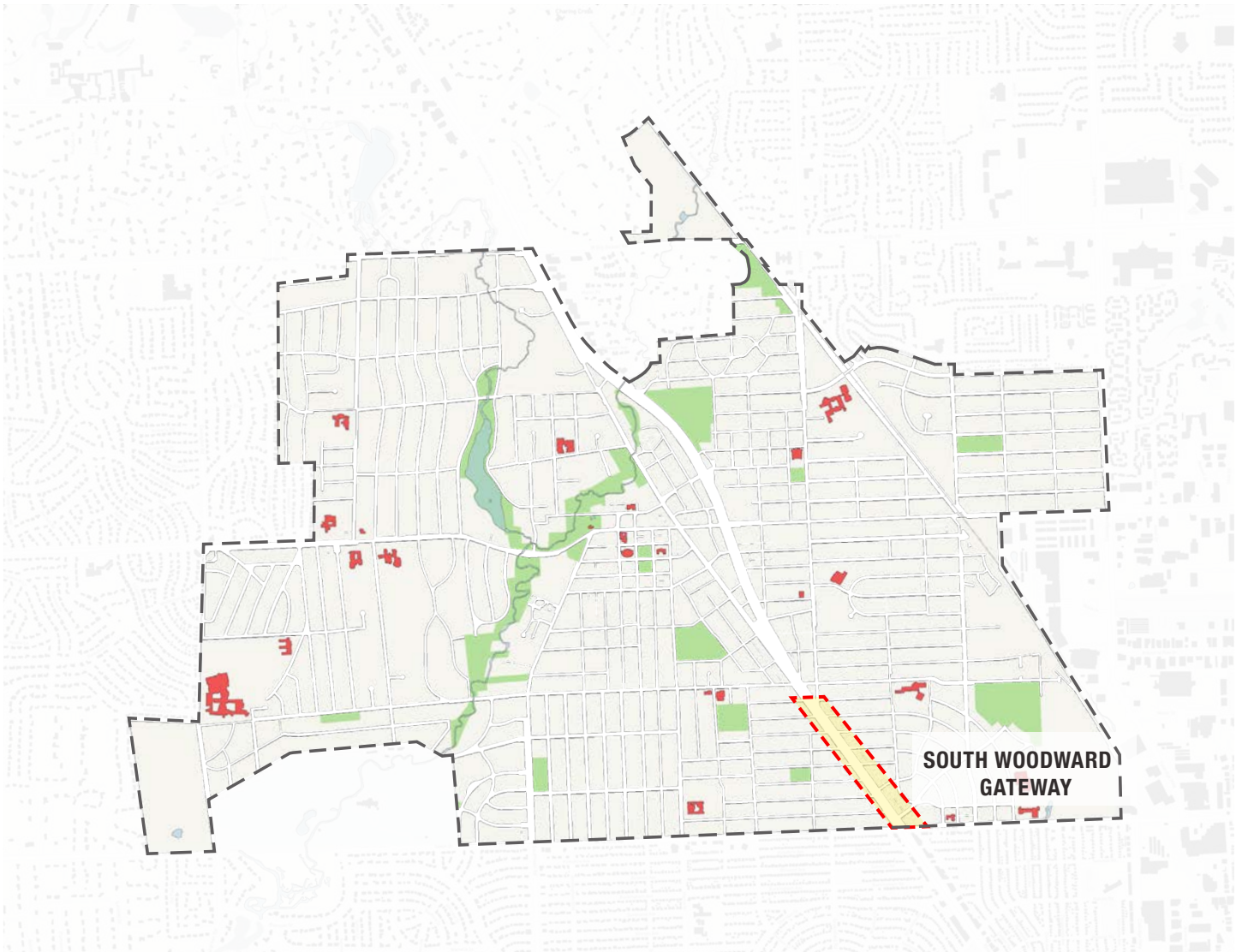
### SOUTH WOODWARD GATEWAY

The southern portion of Woodward presents a sloppy and tired image of the community, which is otherwise active and successful. Woodward's growth and decades of mis-focused transportation policy has divided Birmingham and eroded the quality of the pedestrian and business environments. Woodward's conversion to an attractive and grand avenue is now supported by the department of transportation, however that future remains distant. In the interim, changes can be made on the side of private development to make this area more attractive and functional. While different from Downtown, the South Woodward area is a gateway to Birmingham and should reflect the community's character.

### WOODWARD CROSSING IMPROVEMENTS

The design of Woodward is the single greatest impediment to Birmingham's increasing success. We must recognize its importance, bringing shoppers and workers to the City and giving residents access to the region. But Woodward divides the City, violently. The east side of Birmingham is stuck, mostly between Woodward and the rail line, cut off from the downtown and Rouge River parks. This divide is reflected in property values and surveys of resident satisfaction. To truly include the east side neighborhoods, the City must first make crossing Woodward a safe and eventually pleasant experience, particularly for those on foot or bike.





*Intersection crossing in the South Woodward Gateway area*

## EXPERIENCING THE GATEWAY

Few built environments are equally unpleasant for drivers, pedestrians, and cyclists alike. Woodward, south of Lincoln, somehow achieves a distinguished failure for all roadway users. For drivers, existing and entering Woodward to access businesses is confusing and dangerous, and often parking is unclear. For pedestrians the cars move too fast for comfort, there are inconsistent sidewalks, and there is no beauty to hold interest.



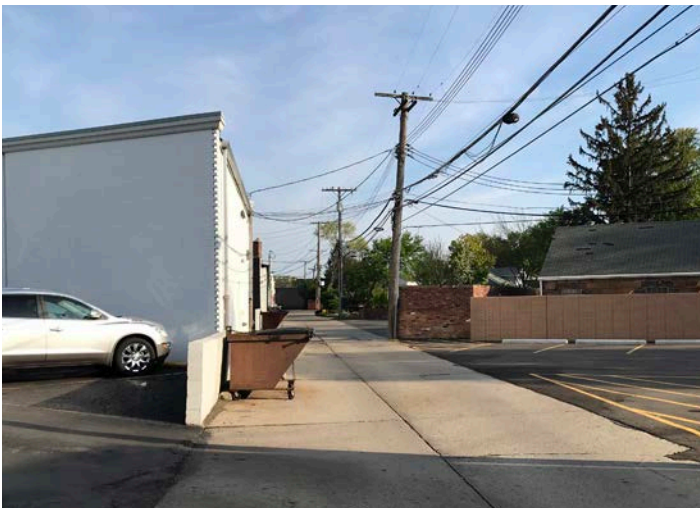
## 07 alley block type

### alley as shared street

#### FUTURE POTENTIAL



#### CURRENT CONDITION



#### ALLEY AS A SHARED STREET

The alley as an alternate to big Woodward was first brought up by a resident who often walks along the west-side alley. Completely re-imagining the alley opens an exciting opportunity to create an active and engaging shared space street. These streets are designed to allow pedestrians, cyclists, and cars to use the same space, without a clear demarcation of street space to one user group over another. Shared space streets are typically surfaced with pavers that slow drivers and provide a visual interest for pedestrians. The lack of space markings coupled with paving treatment slows cars substantially. Benches, planters, lights, and seating areas can extend into the shared street space, which adjusts its use mix dynamically by demand. If it's the time of day for dining, that use may extend into the street. Chicago recently completed a shared space street that has become immensely popular. Converting the east and west alleys to shared space streets will significantly reduce big Woodward's role as a separator, and provide much more valuable commercial space. Two options are described in the following pages.





*Improvements to existing wide alleys can revitalize the neighborhoods surrounding Woodward while offering opportunity to connect to Woodward Avenue.*

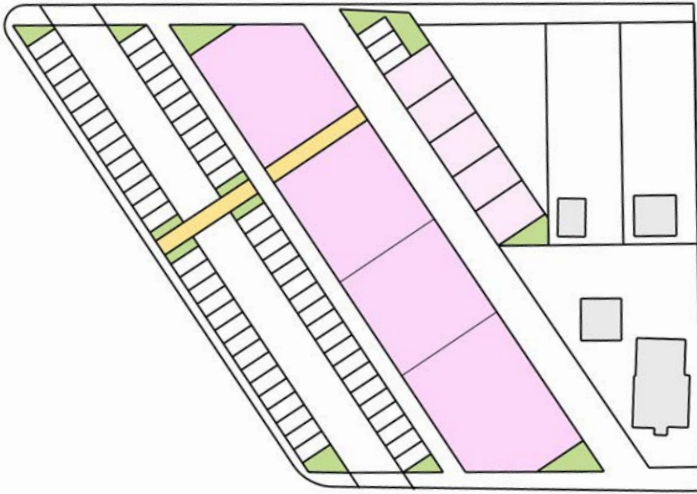
The alley-oriented condition locates buildings along the alley, reserving a full double head-in row of parking along big Woodward. Businesses would be double-fronted, like those along Kroger on Maple. The Woodward frontage is improved with a low wall around the parking area, sidewalk and trees. Along the residential edge, muse townhouse units line the alley, converting the triangular spaces back to residential yard space. In order to incentivize redevelopment, housing

should be allowed above the stores and along the residential edge of the alley. Parking requirements should also be reduced. When fully redeveloped in this format, the existing parking is able to be accommodated in the newly organized parking lot along big Woodward. The following 2 pages diagram this condition, one for the east side of Woodward which has deeper lots and few triangular parking areas, and another for the west side which has shallower lots and more triangular parking areas.

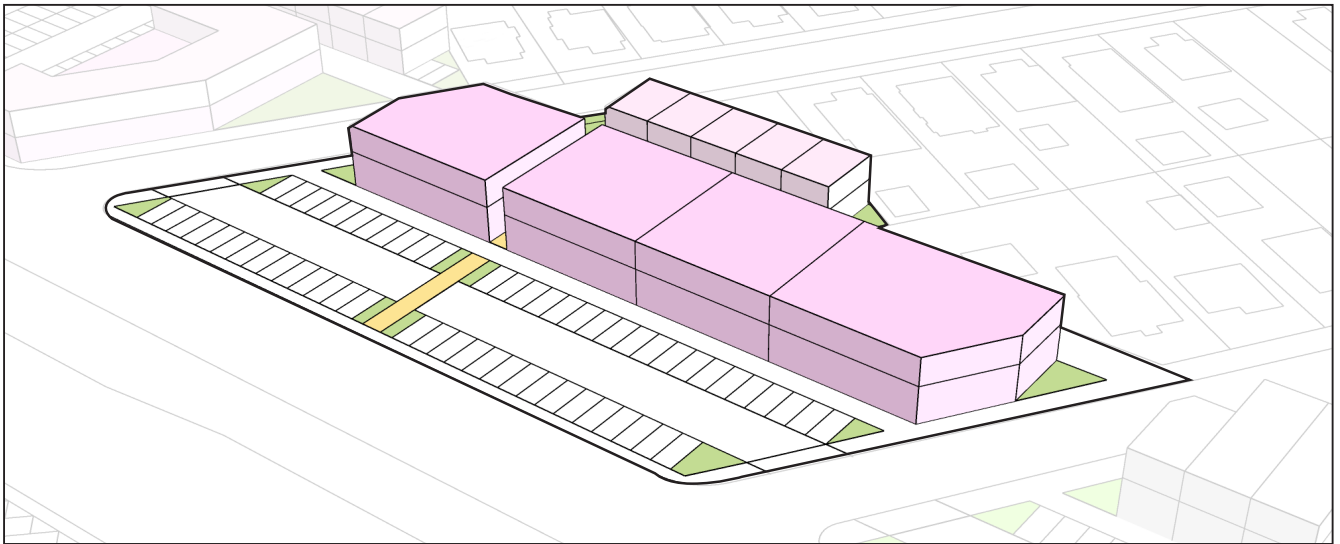
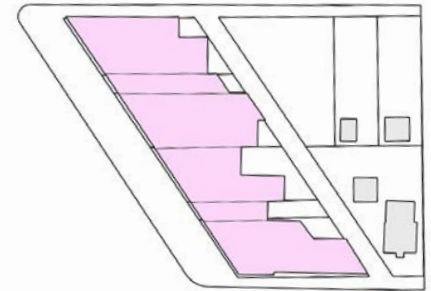
## 07 big woodward

alley-oriented: east side

### FUTURE POTENTIAL



### CURRENT CONDITION



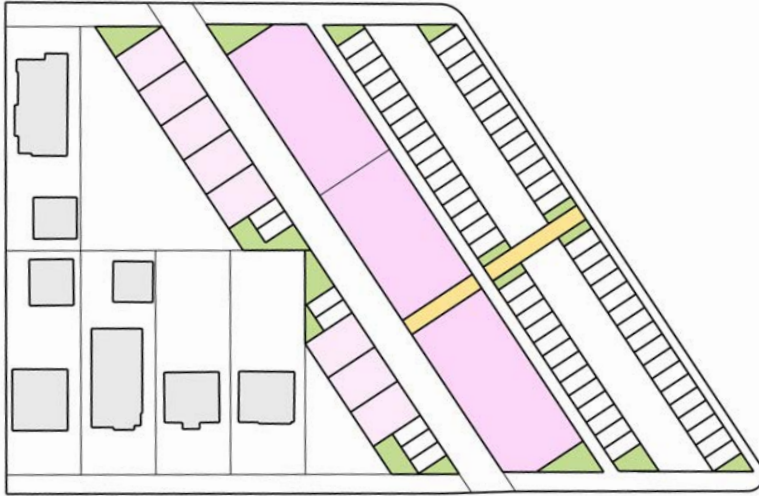
#### CURRENT V. FUTURE CONDITIONS

|                        | CURRENT | FUTURE |
|------------------------|---------|--------|
| # OF PARKING SPACES    | 33      | 62     |
| # OF RESIDENTIAL UNITS | -       | 17     |
| RESIDENTIAL SF         | -       | 19,629 |
| RETAIL SF              | 23,155  | 16,327 |

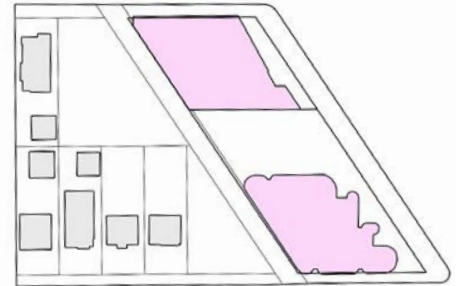
- PEDESTRIAN PATH
- GREEN
- RESIDENTIAL
- RETAIL



## FUTURE POTENTIAL



## CURRENT CONDITION



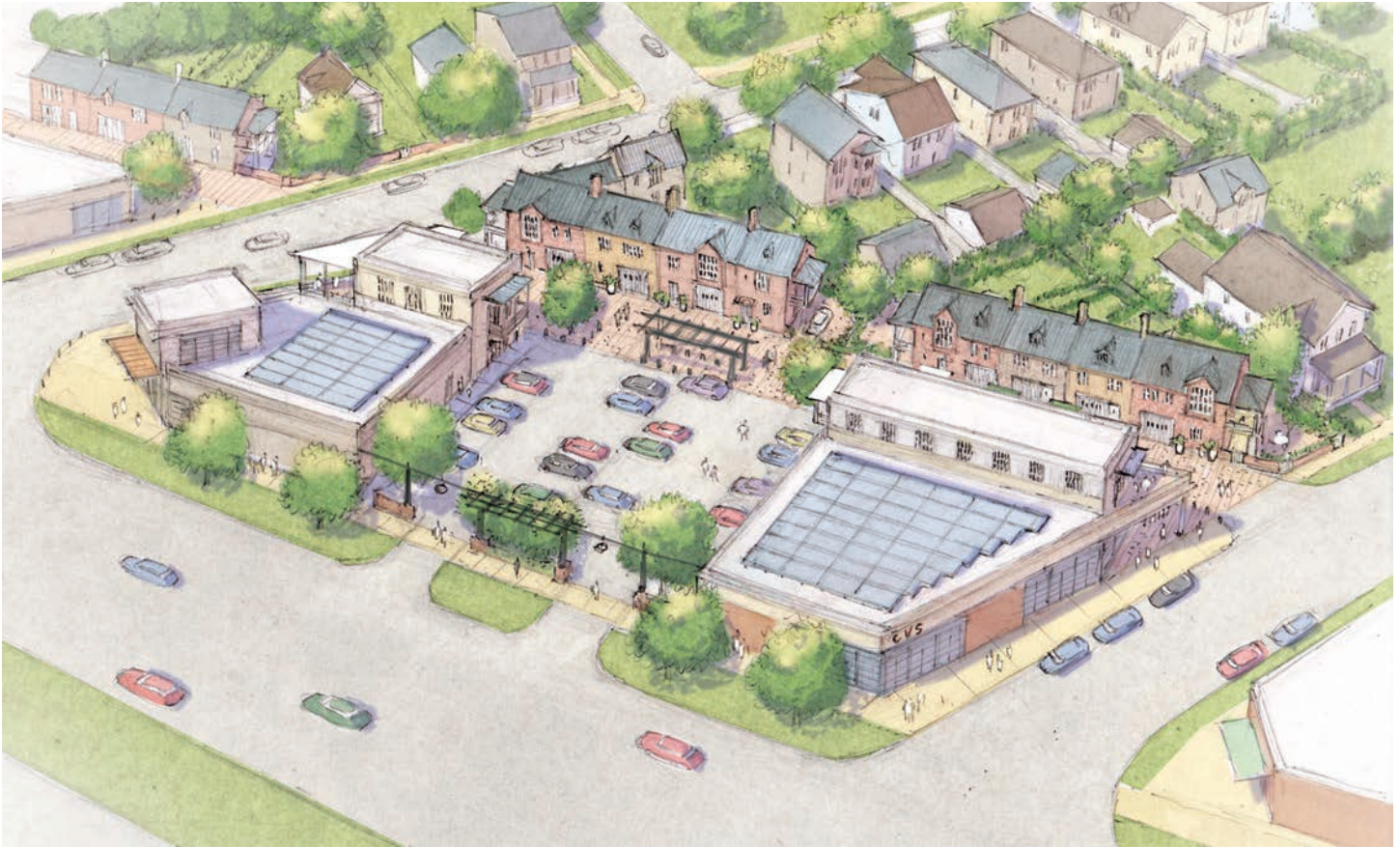
### CURRENT V. FUTURE CONDITIONS

|                        | CURRENT | FUTURE |
|------------------------|---------|--------|
| # OF PARKING SPACES    | 66      | 66     |
| # OF RESIDENTIAL UNITS | -       | 17     |
| RESIDENTIAL SF         | -       | 17,090 |
| RETAIL SF              | 17,278  | 11,938 |

- PEDESTRIAN PATH
- GREEN
- RESIDENTIAL
- RETAIL

## 07 big woodward

### neighborhood sleeve condition



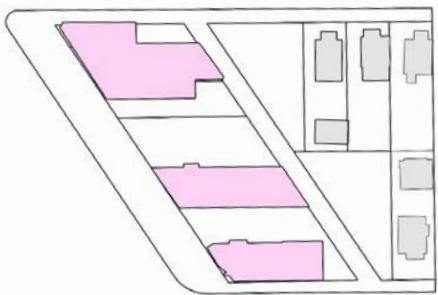
*By creating a Sleeve block type, the parking lot is masked while buildings anchor the street corners.*

The neighborhood sleeve option aligns retail buildings along the residential side streets that intersect old Woodward. This converts the end of the street to a small neighborhood destination, and calms cars entering and exiting neighborhood streets. Parking for this condition is corralled in a two-tray parking lot in the middle of the block. While less desirable along the shared space street, this condition makes parking easier from Woodward and allows for larger footprint retail buildings. The middle parking lot can be minimized with additional trees and screened from the alley with architectural structures, dining areas, and food trucks. The triangle shaped properties receive the same treatment as the other option, with muse townhouse units. This option also requires redevelopment, which should be incentivized through additional development capacity and reduced parking requirements.

FUTURE POTENTIAL



CURRENT CONDITION



| CURRENT V. FUTURE CONDITIONS |         |        |
|------------------------------|---------|--------|
|                              | CURRENT | FUTURE |
| # OF PARKING SPACES          | 41      | 64     |
| # OF RESIDENTIAL UNITS       | -       | 16     |
| RESIDENTIAL SF               | -       | 16,523 |
| RETAIL SF                    | 15,177  | 16,559 |

- GREEN
- RESIDENTIAL
- RETAIL



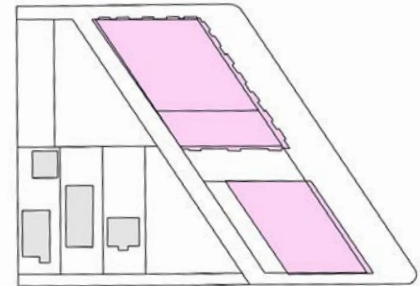
## 07 sleeve block type

### neighborhood sleeve: west side

**FUTURE POTENTIAL**



**CURRENT CONDITION**



| CURRENT V. FUTURE CONDITIONS |         |        |
|------------------------------|---------|--------|
|                              | CURRENT | FUTURE |
| # OF PARKING SPACES          | 52      | 52     |
| # OF RESIDENTIAL UNITS       | -       | 17     |
| RESIDENTIAL SF               | -       | 16,815 |
| RETAIL SF                    | 19,852  | 14,399 |

- GREEN
- RESIDENTIAL
- RETAIL



## FUTURE POTENTIAL



## CURRENT CONDITION



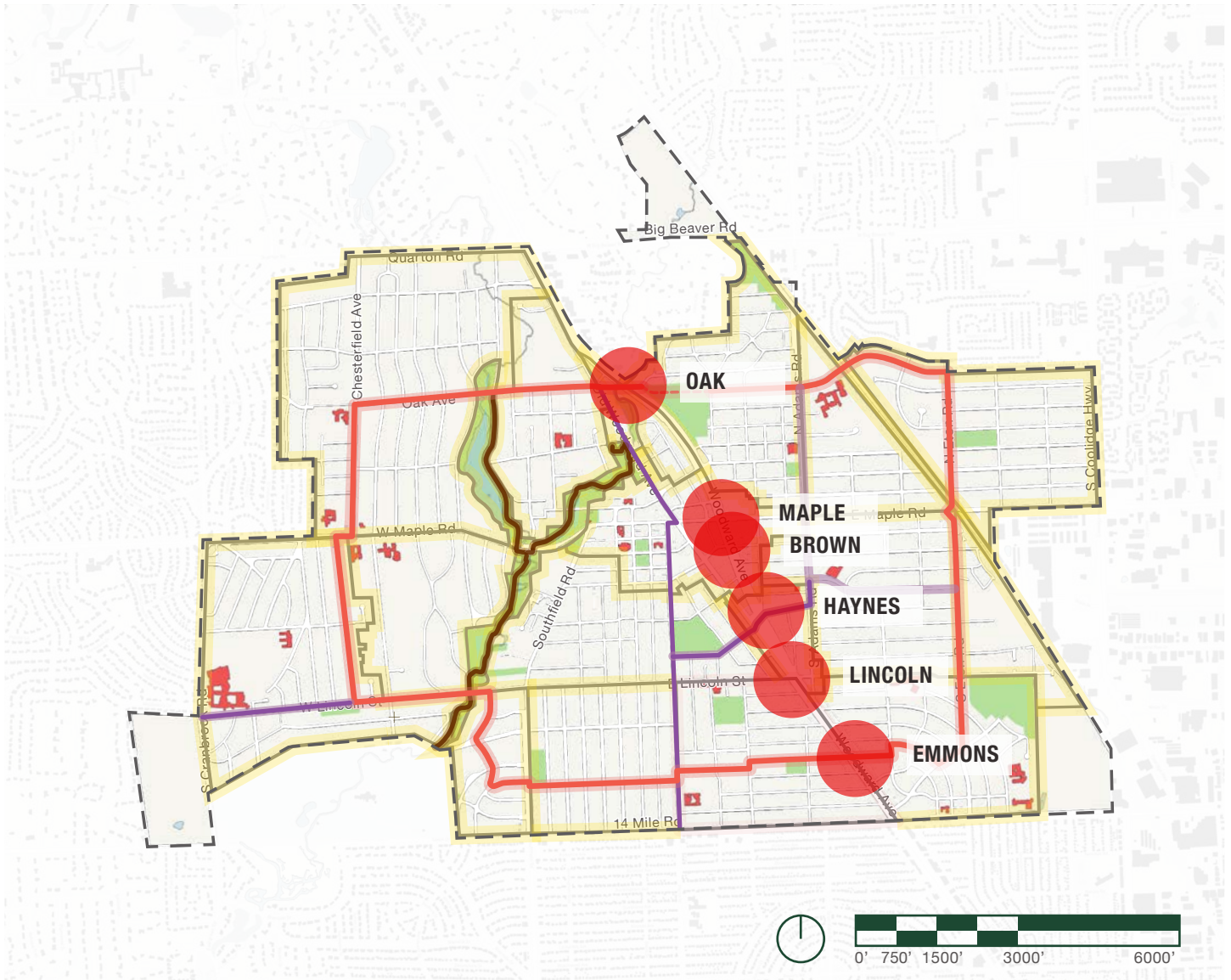
## GATEWAY SEAMS

The must townhouse condition acts as a neighborhood seam, buffering adjacent houses from the more intense activities along Woodward. Must townhouses are similar to normal townhouses but their garage faces onto the same street as their front door. Some existing housing along the northern end of Old Woodward demonstrates a similar character. The increased activity of the shared space street is absorbed by the must townhouses, the residents of which will have chosen this active location. At the rear of the townhouses, the triangular properties are converted to shared yards for the townhouse residents.



## 07 woodward crossings

### key crossing improvements



### KEY CROSSING IMPROVEMENTS

In addition to the Woodward Gateway improvements, 6 key crossing improvements are recommended. A Michigan Department of Transportation (MDOT) representative at the charrette reported MDOT's willing support of improvements along big Woodward, a departure from past leadership. But MDOT lacks sufficient funding to make improvements. The City should invest in these 6 crossings to stitch the east and west sides of Birmingham, whose division causes significant harm to residents and property values along the east side. Oak and Emmons crossings are designed to connected the neighborhood pedestrian and bicycle loop. Lincoln and Brown are recommended improvements to existing crossings. Haynes is related to a reconfiguration of Old Woodward, creating a civic plaza and new access pattern for Downtown. And Maple is illustrated on the following page.

- Key Crossings
- Birmingham Neighborhood Loop
- Special Connections
- Shared Use Trails
- Proposed Neighborhood Boundaries
- Civic Institutions





*An oval at the intersection at Maple and Woodward creates a Barnes Dance in order to slow down traffic and make a safe location for pedestrians while creating a new center.*

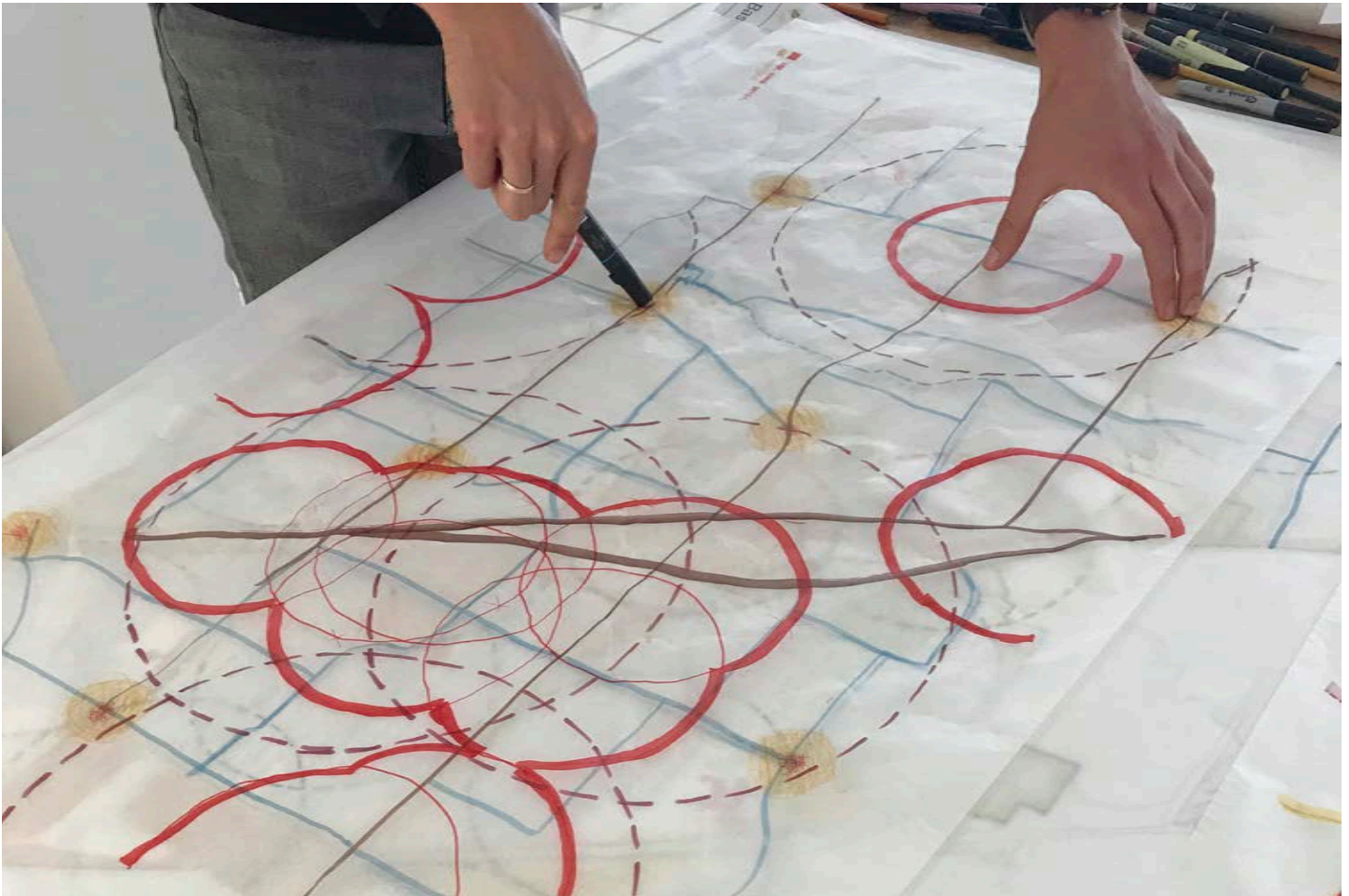
Big Woodward has far too many lanes of cars to cross in its entirety for many people. Getting stuck in the middle is currently demoralizing. MDOT requires any structure within the median to “break-away”, which defeats the purpose of providing pedestrian refuge. While some set of improvements may be made at Lincoln and Brown, the Maple / Woodward intersection is critically important to the success of Downtown and of Birmingham’s image. The oval shown above is a preliminary proposal that slightly deflects traffic along Woodward and moving Maple traffic around the oval. This can be achieved without additional right-of-way. To successfully allow a Barnes Dance pedestrian crossing, one lane of Woodward must be removed at this crossing, facilitating

right-turns to Maple. The Barnes Dance is a signal phase dedicated entirely to pedestrians, facilitating easier crossing. By widening the oval, more substantial space is provided in the middle where people crossing the road won’t mind waiting out another crossing cycle. MDOT anticipated that I-75 construction completion will alleviate traffic along Woodward and allow for a lane reduction. Even without this, current wait times at Maple along Woodward can easily be slightly extended. This proposal results in a new and clear image of the center of Birmingham. Rather than passing alongside Downtown along big Woodward, which perpetuates the community’s divide, big Woodward passes through Downtown, knitting together the community.



# 08 implementation

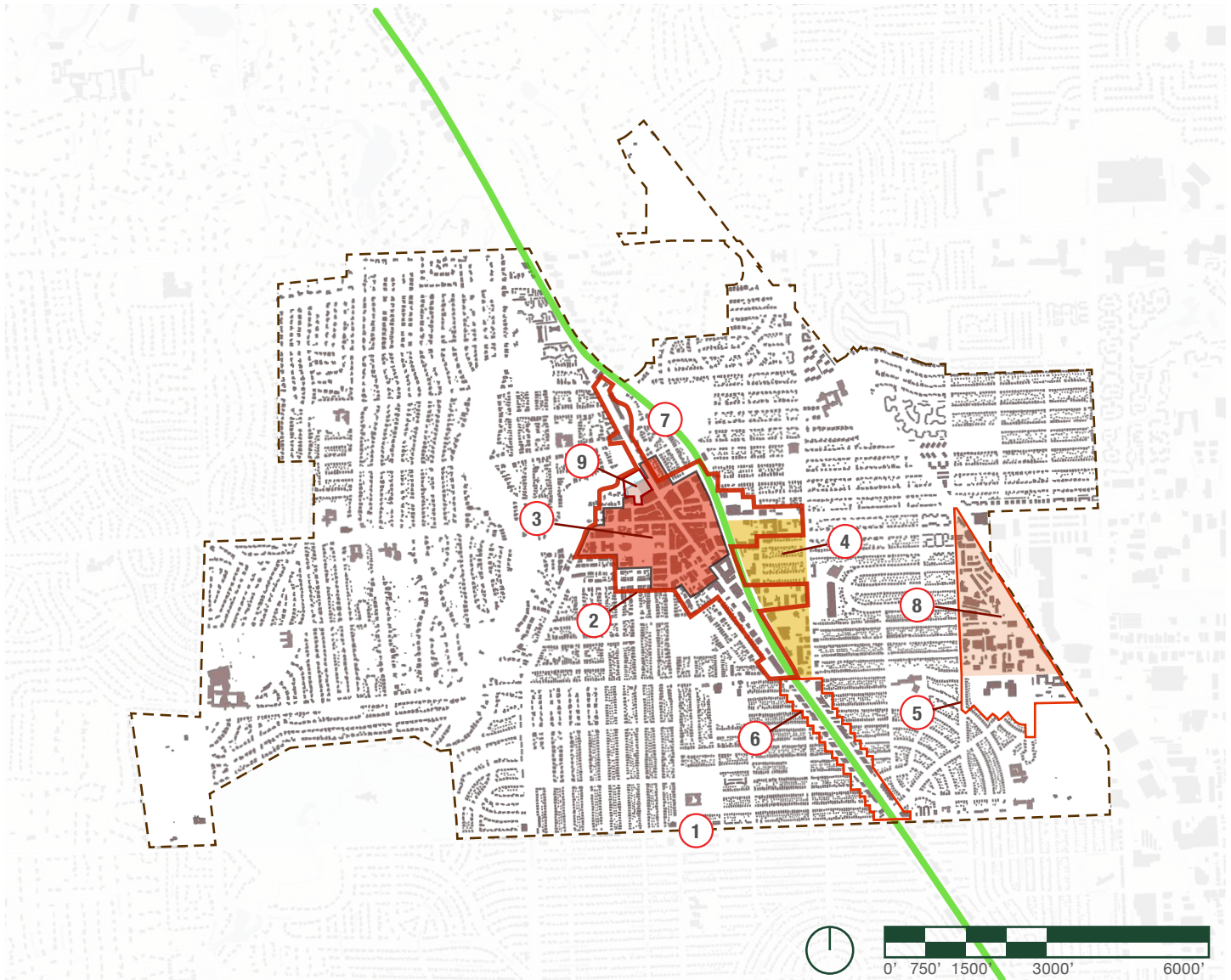
## CONTINUE IMPLEMENTING THE EXISTING PLANS



### KEY CROSSING IMPROVEMENTS

The City has acquired numerous plans throughout its' history, many of which are in the process of implementation. Maintaining and implementing these plans is important to support community goals. Recommendations of this Master Plan will modify some small aspects of each plan, yet that does not invalidate the plan.

Quite the opposite, the Master Plan will recommend that existing plans be executed. The primary modification made to other plans collectively is to re-evaluate the timing of improvements in order to equitably advantage all neighborhoods. This is most clearly visible with the 2013 Multi-modal Plan and the 2018 Parks Master Plan.



## PLAN HISTORY BOUNDARIES

The above diagram shows the physical boundaries and extents of Birmingham's planning areas history.

### 1 CITYWIDE

- 1929 General Village Plan
- 1963 Birmingham Design Plan
- 1980 The Birmingham Plan
- 2004 Signage and Wayfinding Study
- 2013 Multi-modal Transportation Study
- 2016 Alleys & Passage Improvement
- 2018 Parks & Recreation Master Plan

### 2 DOWNTOWN

- 2012 Alleys and Passageways Study
- 2012 A Strategy for Alleys and Passageways
- 2016 Downtown Birmingham Master Plan
- 2018 Downtown Birmingham Parking Plan
- 2018 Downtown Birmingham Redline Retail Report

### 3 BIRMINGHAM SHOPPING DISTRICT ASSESSMENT AREA

2016 BSD Strategic Plan

### 4 TRIANGLE DISTRICT

1993 Urban Design Plan  
2007 Triangle District Plan

### 5 ETON CORRIDOR

1999 Eton Corridor Plan

### 6 SOUTH WOODWARD

2013 Southern Woodward Gateway Master Plan

### 7 WOODWARD

2015 Woodward Complete Streets Master Plan

### 8 RAIL DISTRICT

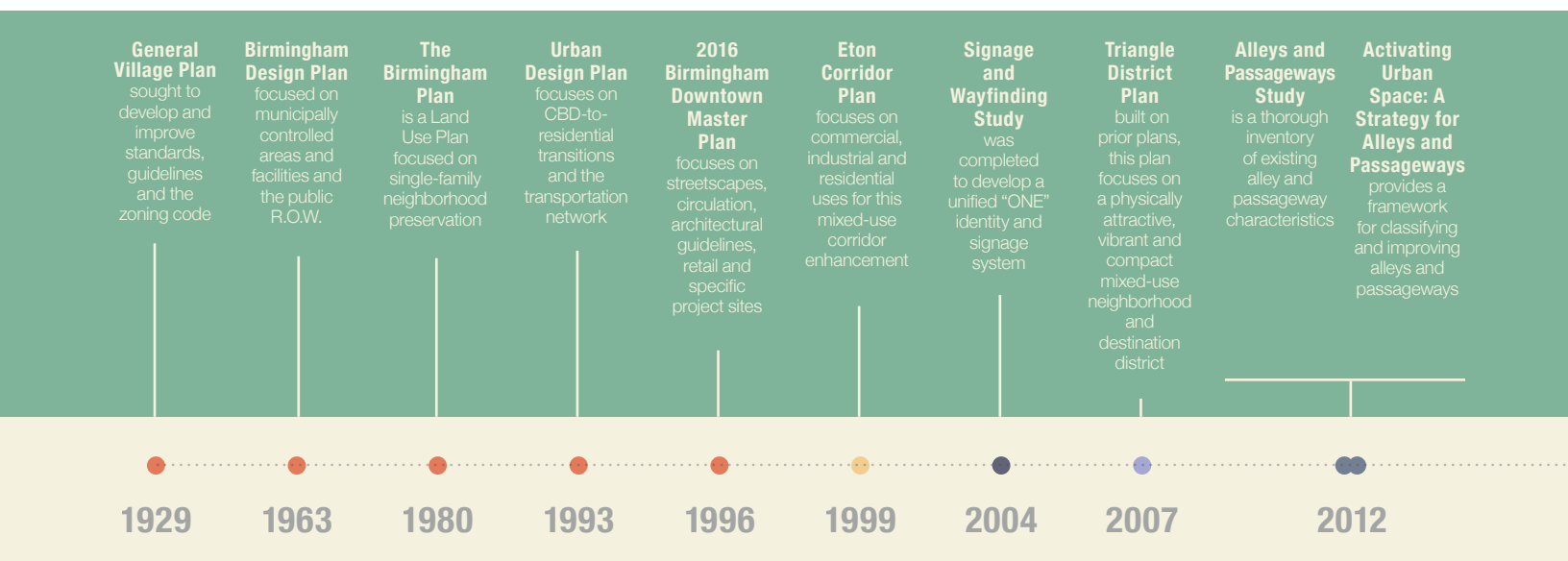
2016 Ad Hoc Rail District Study

### 9 BATES STREET

2017 North Old Woodward/Bates Street Parking & Site Dev't (RFP) and Bates Street Extension Plan

## 08 implementation

### history of planning & policy



#### A HISTORY OF PLANNING AND POLICY

Birmingham has a strong foundation in planning history dating back nearly a century, as exemplified by the 1929 General Village Plan. Identified early as a high-quality suburb of the Detroit metro region, Birmingham sought to further develop and maintain this identity throughout the decades by efforts to preserve neighborhood structure, maintain business viability and respond to regional growth.

Plans highlighted above are key points in time that show progress and a recent focus on mixed-use development, parks and open space preservation, and downtown viability through multi-modal transportation, business planning, streetscape design and a number of other key built environment aspects.

- General Plans
- Parks and Open Space
- Districts
- Streets and Corridors
- Transportation
- Studies and Analyses



### Multi-modal Transportation Study

recommends street and intersection improvements, specific area plans and strategies

### Southern Woodward Gateway Master Plan

(draft) includes streetscape, retail, gateway, alley, parking, traffic-calming and other key policies

### Woodward Complete Streets Master Plan

addresses streetscape, pedestrian zones, parking, branding, cycle tracks, MU dev't, and rapid transit

### BSD Strategic Plan

focuses on merchants, education, branding of districts, parking and traffic issue advocacy, trends and demographics

### Ad Hoc Rail District Study

highlights and aims to improve the R.O.W., gateway signage, pedestrian comfort, shared parking, and bicycle facilities

### Alley & Passage Improvement

(memo) discusses ordinance-level approaches to alleys and passageways including parking, waste, and signage

### North Old Woodward/ Bates Street Parking & Site Dev't

(RFP) seeks Bates St. extension and parking facility dev't with mixed-use, commercial and streetscape improvements

### Bates Street Extension

completes the 2016 plan, and focuses on street parking, walkability, streetscape and downtown street standards

### Downtown Birmingham Parking Plan

focuses and recommends on commuter access, visitor access, on-street capacity, data collection, optimization and future growth

### Parks & Rec Master Plan

builds on prior plans and focuses on operations, maintenance, enhancements and serves as a roadmap for future facilities and programs.

### Downtown Redline Retail Report

focuses on existing conditions, trends, retail uses, vacancy and rent, potential construction and buildings less suitable to retail

2013

2015

2016

2017

2018

## GENERAL VILLAGE PLAN of BIRMINGHAM, MICHIGAN



Aerial View of Birmingham

### CITY OF BIRMINGHAM URBAN DESIGN PLAN



Prepared for:

City of Birmingham  
Planning Department

### TRIANGLE DISTRICT URBAN DESIGN PLAN



City of Birmingham

# 09 sustainability



No planning effort in 2019 can ignore sustainability, particularly in the face of obvious and accelerating changes. Beyond altruism, the City should also consider sustainability initiatives to retain Birmingham's attractiveness with future generations. Interestingly, of the roughly 1,000 responses to the Birmingham Plan's first survey, nearly 94% of respondents support increased commitments to sustainability. Other aspects of this plan should not be overlooked for their impact on sustainability: increasing walkability and reducing reliance on automobiles. Places like Birmingham, especially when supported with neighborhood destinations and safe walking and cycling routes, can reduce their

household vehicle miles traveled substantially, which results in major reduction of green house gases. The greatest potential impact is assured by implementing the neighborhood-centric aspects of these proposals. Of course this is not enough. Michigan is considered a "climate winner" if there were in fact winners in this tragic situation. It is likely to see significant in-migration from places with hotter climates and coastal areas. This increased population can have a negative affect on area watersheds and local micro climate. This section includes a number of proposed policies and programs for sustainability, to be further developed in the Master Plan.



## SUSTAINABLE ASPECTS OF THE PLAN'S OTHER PROPOSALS

1. Increased population living in a walkable environment
2. Increasing the ability to walk and bike to daily needs
3. Securing access for future rail along the Amtrak line
4. Increasing the downtown population which will better support public transportation along Woodward

## ADDITIONAL RECOMMENDED ACTIONS

1. Develop and adopt a Climate Action Plan
2. Building Requirements
  - Develop energy efficiency requirements for new municipal and commercial buildings
  - Require new single family residential buildings be Net Zero by 2024
3. Business Requirements
  - Develop sustainable requirements for retail & restaurant operations

### 4. Streets

- Incrementally replace street trees with future-resilient species
- Increase root area for street trees in commercial districts
- Add sustainable stormwater management in rights-of-way when improving streets

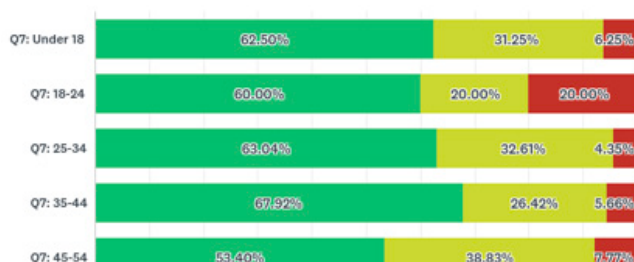
### 5. City Services

- Develop sustainable requirements for municipal and contractors' operations
- Improve recycling availability throughout commercial districts and parks
- Expand compost services to include food waste for residential and commercial customers

### 6. Rouge River

- Improve water quality, including leaching of salts and fertilizers
- Lawn care and park maintenance requirements to reduce pesticides
- Naturalize embankments

**Q44:** SHOULD BIRMINGHAM FURTHER SUSTAINABLE COMMUNITY PRACTICES? (E.G. RECYCLING, STORMWATER MANAGEMENT, COMPOSTING, RENEWABLE ENERGY)





**DATE:** June 27, 2019

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

**FROM:** Jana Ecker, Planning Director

**SUBJECT:** Revised Draft of the Planning Board's Action List

---

**INTRODUCTION:**

In March of each year the Planning Division prepares an Annual Report to the City Commission outlining the activities of several boards and commissions over the previous year, as well as an action list of identified priority items for the boards for consideration over the coming year. The Planning Board's Action List is included in the Annual Report each year. From this list, the Planning Board and the City Commission have the opportunity to evaluate the Planning Board's goals and objectives, and make any needed amendments based on current priorities.

In recent years, the City Commission has also updated the Planning Board's Action List after joint City Commission / Planning Board meetings as new planning issues for discussion arise. Accordingly, please find attached a revised draft of the Planning Board's 2019-2020 Action List based on the discussions at the most recent joint meeting of the City Commission and Planning Board for your review.

**BACKGROUND:**

On June 17, 2019, the Planning Board and City Commission held a joint meeting at which several new planning issues were discussed, including potential changes to the review process for solar panels and solar infrastructure and the design and regulation of outdoor living space enclosures.

**LEGAL REVIEW:**

No legal review is needed.

**FISCAL IMPACT:**

None, unless the City Commission votes to hire consultants to conduct research and draft ordinance amendments instead of having this done in house within the Planning Division.

**SUMMARY:**

The City Commission should review the revised draft of the Planning Board's 2019-2020 Action List and discuss the prioritization of the issues and studies listed.

ATTACHMENTS:

- Revised Draft Planning Board Action List 2019 - 2020
- Relevant City Commission and Planning Board meeting minutes (DRAFT)

SUGGESTED RESOLUTION:

To approve the Revised 2019-2020 Planning Board Action List as provided.

**OR**

To direct the Planning Board to revise their 2019-2020 Planning Board Action List to reflect the City Commission's top priorities as discussed tonight:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_.



## DRAFT Planning Board Action List – 2019 – 2020

|   | TOPIC   | SPECIFIC DIRECTION/<br>PROBLEM DEFINITION   | STUDY<br>SESSION   | PUBLIC<br>HEARING | STATUS                            | NOTES  |
|---|---|---|--|-------------------|-----------------------------------|--|
| 1 | <b>Master Plan Update</b>                     | See RFP.  | Charrette<br>May 14-21, 2019   |                   | In Progress                       | · DPZ team hired to complete Master Plan in early 2020       |
| 2 | <b>Solar Panel Review Process</b>             | · Simplify the design review process for solar panel installation   |  |                   |                                   | · Direction by City Commission on June 17, 2019              |
| 3 | <b>Balcony / Terrace Enclosures</b>           | · Clarify the review process for enclosing outdoor living space<br>· Develop regulations for materials, character etc. of enclosure systems |  |                   |                                   | · Direction by City Commission on June 17, 2019              |
| 4 | <b>Definition of Retail – Long Term Study</b> |   | 8/10/16<br>3/29/17<br>5/10/17<br>6/14/17<br>1/10/18<br>3/14/18<br>4/11/18<br>5/9/18<br>6/13/18<br>6/18/18<br>7/11/18<br>7/25/18<br>8/3/18 (CC)<br>8/27/18 (CC)<br>10/24/18 |                   | On Hold<br>Pending<br>Master Plan | · Recommend be considered as part of the Master Plan process |

|          |  |   |  |              |  |   |
|----------|--|---|--|--------------|--|---|
| <b>5</b> | <b>Parking Issues:</b>   |   |  |              |  |   |
|          | <ul style="list-style-type: none"> <li>Shared Parking</li> <li>Parking Requirements</li> </ul> | <ul style="list-style-type: none"> <li>Evaluate the success/difficulties encountered in other communities</li> <li>Require a formal shared parking agreement</li> <li>Review parking requirements for residential uses</li> </ul>   | 8/10/16<br>2/8/17<br>3/29/17<br>5/10/17<br>7/12/17<br><br>7/11/18<br>7/25/18<br>8/13/18(CC)<br>2/13/19 |              | On Hold<br>Pending<br>Master Plan<br><br>On Hold<br>Pending<br>Master Plan | Recommend be considered as part of the Master Plan process  |
| <b>6</b> | <b>Rooftop Uses &amp; Structures</b>   | <ul style="list-style-type: none"> <li>Allow use and occupation of rooftops in the MX District consistent with other mixed use zone districts</li> <li>Draft regulations to address the size, height and placement of permitted rooftop structures and / or enclosures</li> </ul> | 10/24/18<br>12/12/18<br>2/13/19<br>3/13/19<br>4/10/19<br>5/8/19  | 6/12/19 (PB) | In Progress  | <ul style="list-style-type: none"> <li>As discussed at the joint meeting of the City Commission / Planning Board on 10/15/18</li> </ul> |
| <b>7</b> | <b>Encourage Housing Options that Young People and Empty Nesters can Afford</b>                | <ul style="list-style-type: none"> <li>Study methods and ordinance amendments that could encourage and promote the creation of smaller dwelling units at lower prices</li> </ul>  |  |              | Related to Aging in Place  | Recommend be considered as part of the Master Plan Process  |

|           |                                   |  |  |  |                                       |   |
|-----------|-----------------------------------|--|--|--|---------------------------------------|---|
| <b>8</b>  | <b>Aging in Place</b>             | <ul style="list-style-type: none"> <li>✓ Consider ordinance amendments to allow existing homes to be modified for increased accessibility</li> <li>✓ Consider allowing multi-generational housing stock</li> <li>✓ Encourage affordable housing opportunities</li> <li>✓ Enhance public spaces to accommodate an aging population</li> </ul> |  |  | Related to Affordable Housing Options | <ul style="list-style-type: none"> <li>✓ As discussed at the joint meeting of the City Commission / Planning Board on 10/15/18</li> </ul> |
| <b>9</b>  | <b>South Woodward Gateway</b>     | <ul style="list-style-type: none"> <li>✓ Study the area along Woodward from 14 Mile Road to Lincoln to address parking and future development needs</li> </ul>   |  |  |                                       | Recommend be considered as part of the Master Plan process  |
| <b>10</b> | <b>Study Potential D5 Parcels</b> | <ul style="list-style-type: none"> <li>✓ Consider whether to extend the D5 zoning from Hazel to Brown</li> </ul>   |  |  |                                       | Recommend be considered as part of the Master Plan process  |

|    |  |  |  |  |  |  |
|----|--|--|--|--|--|--|
| 11 | <b>Study Mixed Use Requirements</b>  | <ul style="list-style-type: none"> <li>Consider changing the requirements for the stacking of mixed uses</li> </ul>  |  |  |  | Recommend be considered as part of the Master Plan process |
| 12 | <b>Consider looking at principal uses allowed and add flexibility ("and other similar uses")</b> | <ul style="list-style-type: none"> <li>Evaluate the current system of listing only permitted uses in each zone district</li> <li>Determine whether to continue this system, or switch to broad use categories (ie. retail is permitted, instead of listing drugstore, shoe store, grocery store</li> </ul> |  |  |  |  |
| 13 | <b>Potential residential zoning changes; MF &amp; MX garage doors</b>                            | <ul style="list-style-type: none"> <li>Consider adding garage placement standards and/or garage and garage door size or design standards for mixed use and multi-family residential developments</li> </ul>  |  |  |  |  |

|           |   |  |  |   |   |  |
|-----------|---|--|--|---|---|--|
| <b>14</b> | <b>Sustainable Urbanism (Green building standards, pervious surfaces, geothermal, native plants, low impact development etc.)</b> | <ul style="list-style-type: none"> <li>· Incentive option in Triangle District</li> <li>· Guest speakers in LEED Certification, Pervious Concrete, LED Lighting, Wind Power, Deconstruction</li> <li>· Sustainability website &amp; awards</li> <li>· Native Plant brochure</li> </ul> | 2/09/2005<br>7/11/2007<br>8/08/2007<br>9/12/2007<br>1/9/2008<br>9/10/08<br>1/14/09<br>1/28/09<br>2/10/09 (LRP)<br>5/13/09<br>8/12/09<br>11/11/09<br>1/23/10 (LRP)<br>5/12/10<br>6/9/10 | 2/25/09 (PB - Solar)<br>1/13/10 (PB-Wind)<br>2/10/10 (PB-Wind)<br>6/14/2010 (CC-Wind) | Solar ordinance completed.<br>Wind ordinance completed. | Recommend be considered as part of the Master Plan process |
| <b>15</b> | <b>Additional Items to be Considered during Master Plan Process</b>   | <ul style="list-style-type: none"> <li>· Woodward Avenue Gateway Plan (Lincoln to 14 Mile Road)</li> <li>· Parking</li> <li>· Complete Streets</li> <li>· Regional Planning</li> </ul>   | 7/12/17  |   | On Hold   |  |
| <b>16</b> | <b>Review Process for Public Projects</b>   | <ul style="list-style-type: none"> <li>· Clarify review process for projects on public property</li> <li>· Consider requiring same site plan review process as that for private projects</li> </ul>  |  |   |   |  |

### Completed Items 2018 – 2019

|   |   |  |                              |           |  |
|---|---|--|------------------------------|-----------|--|
| <b>Commercial Projections onto Public Property / Architectural Allowances</b> | <ul style="list-style-type: none"> <li>✓ Clarify in the Zoning Ordinance which, if any, projections are permitted into the ROW</li> <li>✓ Draft regulations to address the height, projection or permitted materials for architectural features projecting into the ROW</li> </ul>  | 1/10/18<br>8/8/18<br>10/10/18<br>10/24/18<br>11/14/18<br>11/28/18<br>2/13/19 | 3/13/19 (PB)<br>5/6/19 (CC)  | Completed | <ul style="list-style-type: none"> <li>✓ As directed by the City Commission on 7/10/17</li> </ul>  |
| <b>Renovation of Commercial Properties</b>                                    | <ul style="list-style-type: none"> <li>✓ Amend the review procedures for new construction and/or the Renovation of existing buildings</li> <li>• Clarify the distinction between a renovation and new construction</li> <li>✓ Clarify the distinction between a site plan review and a design review</li> <li>• Consider PB review for use changes</li> </ul> | 8/19/17<br>10/13/17<br>1/10/18<br>4/11/18<br>1/9/19<br>2/13/19               | 3/13/19 (PB)<br>5/6/19 (CC)  | Completed | <ul style="list-style-type: none"> <li>✓ As directed by the City Commission 7/10/17</li> </ul>   |
| <b>Overlay Signage Standards</b>  | <ul style="list-style-type: none"> <li>✓ Consider consistent signage standards inside and out of the Downtown Birmingham Overlay District</li> <li>✓ Consider quality of signage and fastening systems</li> </ul>   | 6/18/18<br>7/11/18<br>7/25/18  | 9/12/18 (PB)<br>2/11/19 (CC) | Completed | <ul style="list-style-type: none"> <li>✓ As discussed at the joint meeting of the City Commission / Planning Board on 6/18/18</li> </ul> |



|  |   |   |   |           |   |
|--|---|---|---|-----------|---|
| <b>Bistro Parameters</b>   | <ul style="list-style-type: none"> <li>Review bistro regulations on the location or number of outdoor dining seats permitted</li> <li>Clarify and/or provide additional regulations for the operation of bistros</li> <li>Consider different standards for different districts</li> </ul> | 7/12/17<br>8/9/17<br>9/13/17<br>1/10/18<br>3/14/18<br>6/13/18<br>7/11/18<br>8/18/18 | 4/11/18 (PB)<br>8/18/18 (PB)<br>9/7/18 (CC)<br>10/8/18 (CC)<br>12/3/18 (CC) | Completed | <ul style="list-style-type: none"> <li>As directed by the City Commission on 7/10/17</li> </ul> |
| <b>Amend cost of parking space for payment-in-lieu of parking to allow additional building height in the Triangle District</b> | <ul style="list-style-type: none"> <li>Update cost of parking space to today's cost</li> <li>Build in automatic cost increase / year into ordinance language</li> </ul>   | 8/8/18<br>9/12/18   | 10/10/18 (PB)<br>11/19/18 (CC)  | Completed | <ul style="list-style-type: none"> <li>As directed by the City Manager</li> </ul>               |
| <b>Church / Religious Institutions</b>   | <ul style="list-style-type: none"> <li>Add definitions for Church and/or Religious Institutions</li> <li>Clarify in which zone district(s) each use is permitted</li> </ul>   | 8/8/18  | 9/12/18 PB  | Completed | <ul style="list-style-type: none"> <li>As directed by the City Manager</li> </ul>               |
| <b>Window Tinting Standards</b>  | <ul style="list-style-type: none"> <li>Consider allowing clear glass only on first floor storefront windows</li> <li>Consider adding tint standards for upper story windows</li> </ul>  | 3/29/17<br>5/10/17  | 6/14/18 PB  | Completed | <ul style="list-style-type: none"> <li>As directed by the City Manager</li> </ul>               |
| <b>Site Plan Submittal Requirements</b>  | <ul style="list-style-type: none"> <li>Add requirement that all applicants submit a plan showing adjacent properties to review context</li> </ul>   | 1/10/18   | 2/28/18 PB<br>3/14/18 PB  | Completed | <ul style="list-style-type: none"> <li>As directed by the City Manager</li> </ul>               |
| <b>Creation of Hotel Liquor Licenses</b>   | <ul style="list-style-type: none"> <li>Add a new category of liquor license to allow the City Commission to grant approval of liquor licenses for hotel uses in the City</li> </ul>   |   | 3/28/18 PB  | Completed | <ul style="list-style-type: none"> <li>As requested by owner of the Daxton Hotel</li> </ul>     |

**BIRMINGHAM CITY COMMISSION /  
PLANNING BOARD JOINT WORKSHOP SESSION  
JUNE 17, 2019  
DPS FACILITY, 851 SOUTH ETON  
7:30 P.M.**

**WORKSHOP SESSION**

**This will be considered a workshop session. No formal decisions will be made. The purpose of this workshop format is to focus on problem definition and desired outcomes. Each commissioner will have an opportunity to share their perspective and thoughts on problems and possible solutions and engage the Planning Board for input. Citizens will have an opportunity to make public comment at the end of the workshop meeting.**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

Commission

ROLL CALL:

Present:

Mayor Bordman  
Commissioner DeWeese  
Commissioner Harris  
Commissioner Hoff  
Commissioner Nickita  
Commissioner Sherman

Absent:

Mayor Pro Tem Boutros

Planning Board

ROLL CALL:

Present:

Chairman Scott Clein  
Robin Boyle  
Stuart Jeffares  
Nasseem Ramin, alternate  
Daniel Share  
Janelle Whipple-Boyce  
J. Bryan Williams

Absent:

Jason Emerine, alternate  
Bert Koseck  
Sophia Trimble, student representative  
John Utley, student representative

Administration: City Manager Valentine, Deputy City Clerk Arft, Planning Director Ecker

**III. ITEMS FOR DISCUSSION**

A. Current Issues:

## 1. Discussion on solar panel regulations

City Manager Valentine introduced the item, explaining "discussion only; collective decision making; planning bd and commission input".

Planning Director Ecker reviewed the item. She emphasized that "Can be integrated; new type of solar; aesthetics not as big an issue". In reply to Commissioner Hoff, Planning Director Ecker stated that in the past six months there have been eight requests for solar panels. Residents have been paying a fee (of how much & for what?) if the solar panels are going to be installed on the front of their homes, and have been paying \$100 for an administrative review if the solar panels are to be installed on the back of their homes.

Commissioner Sherman said "master plan – discussion of survey where people were interested in sustainability; maybe study"

Planning Director Ecker confirmed for Commissioner DeWeese that comments from the public have been positive.

Commissioner DeWeese said "prob not as great a need now; thinks administrative; not in a real sunny area;"

Commissioner Nickita stated his only concern would be obtrusive-looking solar panels, which he said would be caught by Staff during administrative review. He suggested that those examples could be brought to the Planning Board for review, while the more subtle installations could be administratively approved.

Mr. Jeffares said solar panels are part of the future of ecologically-sustainable building, and that Birmingham should be doing whatever it can within reason to encourage their use. He also mentioned that currently the shingle model of solar panels are twice as expensive as the panel models and are one-third less effective. He said he anticipates the shingle model of solar panels will become more efficient over time.

Seeing no public comment, Mayor Bordman acknowledged consensus that the Planning Board should re-study the issue.

Chairman Clein asked whether the Planning Board should be studying the application process for solar panels or the design standards.

City Manager Valentine said the Commission would be formally amending the Planning Board action list in the near future to provide specific direction on any recommended study items from the evening's meeting.

Mayor Bordman expressed appreciation for Chairman Clein's clarifying question, and said she would personally like to see both topics studied though the final study direction would come from the Commission as a whole.

## 2. Discussion on enclosing balconies, patios and terraces

Planning Director Ecker presented the item. She clarified for Commissioner Hoff that some of these situations are being enclosed as three-season rooms and some are not.

Commissioner Hoff observed that the changes being made to these buildings were reasonably significant as they resulted in a change of the building footprint.

In reply to Commissioner Harris, Planning Director Ecker stated the President of the Crosswinds association has called the Planning Department multiple times to express his displeasure with these enclosures. She noted that despite the President's displeasure the same association did vote to allow these enclosures on their building. She stated this has been the only contact the City has received from the public on the matter.

Commissioner Nickita said while these examples happen to be high-quality, if the City allows enclosures in general the results could also be of lower quality. He said the City must create appropriate design standards for these enclosures, must consider the footprint expansion these enclosures can represent, and must consider the impact on the owners of neighboring condominiums as these enclosures would suddenly significantly impair their view.

Commissioner DeWeese said that any enclosures should be required to equal or improve upon the quality and aesthetic of the building they are being added to. He said that enclosures which add to the footprints of buildings, are prominent in some way, or are over public space should also be carefully reviewed. More minor changes could be administratively reviewed.

Planning Director Ecker confirmed that the City's process is to administratively review minor changes of these types and to receive Planning Board review for more significant changes.

Commissioner DeWeese reiterated that the quality of the enclosure and the size of impact should also be key considerations for whether a project is administratively reviewed or is sent to the Planning Board.

Commissioner Hoff emphasized the need to review the likely impact of enclosure installations on neighbors in multi-family buildings and the zoning impacts that could result from adding enclosures to balconies of single-family homes.

Mr. Share said it would also be necessary to consider whether these enclosures face courtyards or streets in terms of determining their potential impact.

Mayor Bordman observed the consensus to have the Planning Board study the issue.

### 3. Discussion on criteria for Administrative Approval process

Planning Director Ecker presented the item.

City Manager Valentine said this item stemmed from the perception that there should be more public input regarding what might be a minor or major change to a building.

Commissioner Nickita suggested the ordinance languages could be amended to ensure items which have a history of public engagement go through the Planning Board review process, while more minor items can continue to be administratively reviewed.

Commissioner Hoff noted the subjective nature of deciding what is a minor or major change. She stated her inclination would be to provide a way for neighbors to share their opinions.

In reply to Commissioner Hoff, Planning Director Ecker explained that if a change is not administratively approved a property owner would have the right to go to the Planning Board for a site plan review. She also explained that, while there was a situation regarding a development on Frank Street where there was a lot of dialogue between the neighbors and the developer, none of the neighbors ever attended the site plan review discussions. Because no neighbors attended the preliminary or the final site plan reviews, their interests were not presented to the City in the form of whatever possible tacit agreement the neighbors and the developer may have made.

In reply to Commissioner Harris, Planning Director Ecker stated that administratively approved changes are not listed by addresses in the Planning Board agendas, even though the documentation is included in the Planning Board agenda packets. She said including the addresses that are being administratively approved as part of the Planning Board agendas would be worth considering.

Mr. Boyle said that these applications should be available to the public as a live portable document format (PDF) so that they could be filled out on the computer. He noted that receiving handwritten applications makes review of these items very challenging.

Mayor Bordman said Mr. Boyle's suggestion was a good one and hoped it would be easy for the City to implement. She stated the Planning Board should have to waste its time trying to decipher handwriting on these documents.

Mayor Bordman continued, echoing Commissioner Hoff's observation that the difference between a minor and major change is subjective. The Mayor shared her confidence in Staff's ability to differentiate between more mundane and more controversial changes, but she also noted that sometimes a seemingly mundane change could end up being controversial in a way Staff could not anticipate. She asked the Commissioners whether this item should be further considered by the Commission or whether it should remain as-is for now.

Ms. Whipple-Boyce explained that in her 12 years as a Planning Board member, she had never seen an administrative approval inappropriately issued. She said Staff solicits Planning Board input when an item is even remotely unusual. Besides for the occasional difficulty of deciphering handwriting, Ms. Whipple-Boyce said she had never seen an issue with the process as it stands, and was surprised to see the topic on the evening's agenda.

Mayor Bordman said her inclination was to leave the process as-is, as hundreds of administrative approvals are performed every year and only one has ever yielded public critique.

Commissioner Sherman said he would be inclined to agree with Mayor Bordman but there seemed to be a difference of opinion regarding what should be subject to design review. He suggested further study of this item could be combined with the discussion of enclosures to clarify what changes are substantial enough to receive design review.

#### 4. Discussion on Master Plan charrette and draft of key proposals

Mayor Bordman asked all commenters to bear in mind that these proposals are still in draft form. There will be further opportunities for citizen input, including another upcoming master plan survey, which will be integrated into the final proposals the master planning team will make.

City Manager Valentine agreed with Mayor Bordman, emphasizing that this is a chance for the Commission and the Planning Board to discuss their observations regarding what they have heard from the master plan process so far.

Planning Director Ecker acknowledged representatives from the Master Plan team present at the meeting.

Chairman Clein said the Master Plan team was doing an excellent job so far. He observed that the master plan process is still in its early phases but has been producing useful information.

Mr. Jeffares told the meeting about a number of projects running in Traverse City, MI to increase its attainable housing stock. Traverse City defines attainable housing as housing appropriate for people making 60% of the area median income. He explained one of their approaches is a program called PILOT, or Payment In Lieu of Taxes. In that program, a developer sets a lower rent for a certain number of their units and then pays a lump sum payment to Traverse City that is lower than paying property taxes on each unit. Another approach has been for residential developers to purchase a number of parking permits in the City's parking garages in order to provide residences with parking. Mr. Jeffares said he was encouraged by Traverse City's efforts, and said he is excited about Birmingham's continued efforts towards increasing attainable housing for its downtown.

Commissioner Nickita concurred with Chairman Clein, noting that both the charrettes and the master plan process have been well-publicized. He noted that proposed changes to Birmingham's residential parking requirements are being focused on in an attempt to increase Birmingham's attainable housing availability. Having spent the five days prior to this meeting in Louisville, KY with the Congress for New Urbanism (CNU), Commissioner Nickita explained many communities around the country are also attempting to diversify their housing stock. He noted many communities are also focusing on reducing their residential parking requirements in order to broaden the housing types available, and are doing so even more intensively than Birmingham has up to this point.

In response to the concern that developers would not develop residential housing without parking, Commissioner Nickita stated that many communities at CNU have experienced no problems in that area. Buffalo, NY, for instance, has seen great success in attracting new development since the City did away with all parking requirements, for residential and commercial uses, in 2017. While acknowledging that the Buffalo, NY changes are an extreme



case, Commissioner Nickita emphasized the benefits Birmingham will likely see from considering new parking ordinance possibilities for the future.

Commissioner DeWeese said he would like to hear ways Birmingham could use other types of non-parking related zoning to incentivize increased development of residential housing stock in the downtown. For example, Commissioner DeWeese suggested a developer could be permitted to create an additional floor beyond the zoning allowances, while maintaining the overall building height, if every floor above the first was developed as residential. This would increase the density of the residences in the building, which would then decrease the costs of each residence.

Mr. Boyle summarized the national attention the Minneapolis 2040 city plan is getting, emphasizing that while their solutions cannot be Birmingham's solutions due to various differences between the municipalities, Minneapolis is grappling with similar goals of increasing both housing diversity and density. Mr. Boyle strongly recommended those present read "Americans Need More Neighbors", a piece by the New York Times editorial board from the June 15, 2019 issue, which explored the Minneapolis City Council's efforts to expand housing options. He concluded by saying he has been truly impressed by Birmingham's Master Plan team.

Mr. Share encouraged those present to be mindful of the Master Plan draft recommendation that Birmingham neighborhoods should be encouraged to each determine their own character, rather than having goals imposed on them by the City's government and committees. Secondly, Mr. Share noted that the Master Plan team found Birmingham had plenty of opportunity for increased residential density in the downtown without raising building heights. Given that, he drew attention to the issue of D5 zoning at Brown and S. Old Woodward, stating that if that area were to be rezoned, adjacent areas could also be rezoned, thus increasing building heights in the downtown despite the draft finding that Birmingham building heights could remain as-is. He suggested that the Master Plan team could possibly look at that area and advise the City on how to proceed.

Mayor Bordman agreed, citing Mr. Duany's recommendation that Birmingham maintain its building height ordinances. She then invited public comment.

Lisa Brody explained that office space is often described as more plentiful than residential space in Birmingham. She suggested that it is not a surplus of office space causing the increase in people working in the City, but rather a change in office utilization resulting in the increase of the number of individuals usually sharing a single office. As an example, she explained that her office traditionally held three employees, where it now has nine employees working there at various times. She said she sees a similar trend in office usage across Birmingham's downtown.

Mayor Bordman thanked Ms. Brody for her comment.

## 5. Review of Planning Board Action List

Planning Director Ecker reviewed the item.

Commissioner Hoff said she would like to see the balconies and terraces made a higher priority on the action list.

Commissioner Sherman said a number of items from the evening's discussion were on hold pending the Master Plan. He said an interim action list would be appropriate to prepare.

Mayor Bordman agreed with Commissioner Sherman.

#### **IV. PUBLIC COMMENT**

There was no public comment.

#### **V. ADJOURN**

Seeing no further business, Mayor Bordman adjourned the meeting at 8:35 p.m.

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

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



## MEMORANDUM

City Clerk's Office

**DATE:** July 3, 2019

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

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

**SUBJECT:** Recommendation to Release Additional Graves for Sale at Greenwood Cemetery

### INTRODUCTION:

In 2015, 530 potential grave spaces were identified in Sections B, C, D, K, L, and O. On August 10, 2015 the City Commission released the plots for sale, limiting the sale of newly identified graves in Sections B and C to **240**, and directing the Greenwood Cemetery Advisory Board (GCAB) to provide a recommendation after 200 were sold as to whether or not additional grave spaces should be released for sale. As of the end of March, 2019, **206** of the grave spaces have been sold in Sections B and C.

### BACKGROUND:

In approximately 2015, after careful review of the Greenwood Cemetery grounds, Elmwood Historic Cemetery identified several areas which could be used for burials, specifically in Sections B, C, D, K, L, and O, where there is green space between lots that was never used or sold for burials. Identification was made of 530 potential grave spaces.

| Section      | Number of Graves |
|--------------|------------------|
| B*           | 408              |
| C*           | 72               |
| D            | 8                |
| K            | 16               |
| L            | 16               |
| O            | 10               |
| <b>TOTAL</b> | <b>530</b>       |

*\* Some areas will be excluded due to existing trees and shrubs.*

The following chart shows the numbers of plots sold as of March 31, 2019:

| Section                                  | 2015<br>Total | 2016<br>Total | 2017<br>Total | 2018<br>Total | First<br>Quarter<br>2019 | 2Q<br>2019 | Third<br>Quarter<br>2019 | Fourth<br>Quarter<br>2019 | TOTAL<br>Number<br>of<br>Graves<br>Sold<br>To Date | Number of<br>Graves<br>Remaining |
|--|---------------|---------------|---------------|---------------|--------------------------|------------|--------------------------|---------------------------|--|----------------------------------|
| B  | 33            | 60            | 36            | 18            | 5                        |            |                          |                           | 152*   | 256                              |
| C  | 11            | 24            | 5             | 12            | 2                        |            |                          |                           | 54*  | 18                               |
| <b>Total sold in Sections B &amp; C:</b> |               |               |               |               |                          |            |                          |                           | <b>206</b>   |                                  |
| D  | 6             | 0             | 0             | 0             | 0                        |            |                          |                           | 6  | 6                                |
| K  | 14            | 5             | 0             | 0             | 0                        |            |                          |                           | 19   | 0                                |
| L  | 8             | 4             | 0             | 2             | 0                        |            |                          |                           | 14   | 2                                |
| O  | 6             | 0             | 0             | 0             | 0                        |            |                          |                           | 6  | 4                                |
|  |               |               |               |               |                          |            |                          |                           |  |                                  |
| <b>TOTAL</b>                             | <b>78</b>     | <b>93</b>     | <b>41</b>     | <b>32</b>     | <b>7</b>                 |            |                          |                           | <b>251</b>   | <b>286</b>                       |

The GCAB, at their June 7, 2019 meeting, made a recommendation to release an additional 60 graves for sale in Sections B & C. That brings the total allowable sales of the new spaces in those two sections to 300. The GCAB recommends when sales reach 270 they review the situation and bring a recommendation to the City Commission regarding the remaining spaces in Sections B & C.

**LEGAL REVIEW:**

n/a

**FISCAL IMPACT:**

For each plot sold in Greenwood Cemetery, \$2,250 is deposited in the Greenwood Cemetery Perpetual Care Fund (Fund). The purpose of the Fund is to account for the investment earnings on the sale of City-owned plots and donations which will be used for the perpetual care and maintenance of the cemetery. Estimated annual maintenance costs for Greenwood Cemetery are \$60,000. Under the current allocation of the portfolio, which is intended to generate income and growth, an additional 622 graves would need to be sold to reach the portfolio target size of \$2.1 million in order to generate income in an amount to pay for annual maintenance.

The portfolio size is currently \$700,000. The sale of the remaining 34 graves in Sections B & C released in 2015, along with the 60 recommended to be released, would add \$211,500 to the Fund.

**SUMMARY:**

The GCAB, as directed by the City Commission, has reviewed sales of the grave spaces created in 2015 in Sections B & C and is recommending an additional 60 spaces be released for sale.

**ATTACHMENTS:**

June 7, 2019 Greenwood Cemetery Advisory Board minutes  
August 10, 2015 City Commission minutes

Estimate of annual maintenance costs  
Portfolio analysis to support annual maintenance  
FY 2019/2020 Perpetual Care Fund Budget

**SUGGESTED RESOLUTION:**

Resolution approving the release of 60 additional plots in Sections B & C of Greenwood Cemetery, bringing the total allowable sales in those sections to 300, and directing the Greenwood Cemetery Advisory Board to review when sales reach 270 and make a recommendation to the City Commission on releasing additional plots.

*Excerpt*  
**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, JUNE 7, 2019 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Chairperson Gehringer called the meeting to order at 8:30 a.m.

**II. ROLL CALL**

Present: Linda Buchanan, Vice Chairwoman  
Darlene Gehringer, Chairwoman  
Linda Peterson  
Laura Schreiner (arrived 8:32)  
George Stern  
Margaret Suter

Absent: Kevin Desmond

Administration: City Clerk Mynsberge

**IV. NEW BUSINESS**

**B. Consideration to release additional gravesites for sale.**

Mr. Stern mentioned he attended a session with Bob Gibbs and his associates at one of the citywide master-planning meetings. Mr. Gibbs said it was important to look at supply and demand. Mr. Stern agreed with Ms. Suter that Mr. Gibbs did not suggest slowing down sales.

Chairperson Gehringer agreed that it is a good idea to reserve a certain number of spots for the future.

Ms. Suter recommended releasing 50 additional plots for sale.

Mr. Stern left the meeting at 10:01 a.m., and said he will not be able to attend the August meeting if it is rescheduled to August 16.

Vice Chair Buchanan noted that it would be simple to come back and meet to consider releasing more plots.

**MOTION:** Motion by Ms. Schreiner, seconded by Ms. Suter:

To recommend the release of 60 additional plots in Sections B & C bringing total allowable sales to 300, and when sales reach 270 the GCAB will review and make a recommendation to the City Commission on releasing additional plots.

VOTE:                      Yeas,     5  
                                 Nays,     0



*Excerpt*  
**BIRMINGHAM CITY COMMISSION MINUTES**  
**AUGUST 10, 2015**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**II. ROLL CALL**

|            |          |   |
|------------|----------|---|
| ROLL CALL: | Present, | Mayor Sherman<br>Commissioner Dilgard<br>Mayor Pro Tem Hoff<br>Commissioner Moore<br>Commissioner Nickita<br>Commissioner Rinschler |
|            | Absent,  | Commissioner McDaniel   |

**V. UNFINISHED BUSINESS**

**08-174-15      GREENWOOD CEMETERY RULES AND REGULATIONS  
FEE SCHEDULE AND SALE OF GRAVE SPACES**

Mayor Sherman noted that the Commission received information from the City Attorney explaining that the statute in question on the reclamation does not apply to municipal cemeteries.

City Clerk Pierce explained that the Greenwood Cemetery Advisory Board (GCAB) held a meeting in August to discuss the requests from the City Commission. She explained that the Board recommended that the number of graves allowed to be sold per inquiry not be limited. Members of the Board felt that by limiting the number of graves allowed to be purchased would unintentionally penalize large families. In addition, the Board did not want to limit the number of graves allowed to be purchased to the number originally requested when added to the Interest List as circumstances may have changed for that individual.

Ms. Pierce explained that the GCAB also recommended that there not be a staggering pattern. There are many graves in the cemetery that were sold many years ago and still do not have markers on them. It was noted that the staggering pattern of the markers would naturally happen as burials occur over time.

Ms. Pierce explained that the GCAB was split as to whether a flat rate or tiered fee schedule should be implemented. Some members did not want to penalize non-residents and some were concerned with adding an additional fee on top of the high cost for a grave. Other members thought the fee should be doubled for non-residents. She noted that staff has found that there would be a procedural difficulty in determining who is actually a resident as there are many variables to consider.

The Commission discussed the recommendations from the GCAB. Commissioner Rinschler expressed support of the recommendation to not limit to the number of graves allowed to be

purchased. Commissioner Nickita stated that his concern is the potential for speculation and noted that it is problematic to restrict a large family.

Mayor Pro Tem Hoff stated that she does not object to not limiting the number of graves to be sold. As far as the stagger pattern in Sections B & C, she maintained her position that she is not in favor of selling graves in Sections B & C.

Commissioner Nickita commented on the organic nature of the cemetery and noted that once the cemetery is completely filled, there would be no stagger pattern to the markers, it would be rigidly laid out.

Commissioner Rinschler agreed with the GCAB recommendation to not do the stagger pattern. He suggested the sale should be limited to 240 to have some break and a review point. Commissioner Dilgard concurred.

Commissioner Moore commented on resident versus non-resident fees. He stated that the question is whether there are costs incurred by taxpayers that are not incurred by non-resident who either own or will own plots in the cemetery. Once the perpetual care fund is established, everyone pays into that fund and there should not be discrimination or difference. If there are no costs or if they are diminimus, then there should not be a two-tiered system. Commissioner Moore stated that it is a minor issue because the contractor is taking care of the day to day maintenance of the cemetery.

George Stern, 1090 Westwood and chair of the GCAB, commented that this is a classic business problem of allocation of demand under conditions of limited supply. He expressed concern with an allocation formula. He suggested that the law on reclamation exempts both religious institutions and municipalities. He stated that he is a member of an association of religious institutions who voluntarily waived the exemption in order to reclaim plots in the timeframe in the bill and suggested the Commission may want to look at this in the future.

Ron Buchanan, 1280 Suffield, suggested a stagger pattern of selling only 12 of the 24 graves per row to minimize the visual effect of this.

Mayor Sherman suggested not waiting until all 240 graves are sold to revisit this. It should come back for review after selling 200 graves, with 40 left to sell.

**AMENDMENT TO MAIN MOTION:** Motion by Rinschler, seconded by Dilgard:  
To amend the original motion to change 240 to 200 "revisited when 200 are sold" and to eliminate the final "and" which is the resolution relative to a number of grave sites per inquiry.

Mayor Pro Tem Hoff stated that there are 132 other spaces that have been identified and she would like to see those sold before Section B & C. She expressed opposition to selling graves in Sections B & C. She expressed concern that money is a big factor in this decision. She expressed concern that the final report of the GCAB does not include a recommendation to find new spaces. The Committee had recommended that the City identify the unsold unused burial spaces and to commence with reclamation.

In response to a question from Mayor Pro Tem Hoff, City Manager Valentine confirmed that the perpetual care fund has been established. The money resulting from the sale of graves to date is in the perpetual care fund. He confirmed for Mayor Pro Tem Hoff that the City has received a legal opinion that the Cemetery could not be classified as a park.

Mayor Sherman noted that in the GCAC report, one of the directives to the Committee was to prepare recommendations regarding whether or not to plan for the development of new burial spaces within the existing cemetery and if so the best method for doing so. The GCAB recommendations included the closing of the roadway and the installation of columbaria. The green space in Sections B & C was not identified until after the Committee had met. It would have been contemplated in the original report if the space had been identified at that point.

**VOTE AMENDMENT TO THE MAIN MOTION:**

Yeas, 5

Nays, 1 (Hoff)

Absent, 1 (McDaniel)

**MAIN MOTION:**

To amend the Greenwood Cemetery Operational Procedures, Conditions and Regulations as recommended.

-and-

To amend the Schedule of Fees, Charges, Bonds and Insurance, Greenwood Cemetery to add a fee for the sale of grave spaces accommodating one or two cremated remains.

- and -

To follow the proposed schedule to sell the new grave spaces in Sections B, C, D, K, L, O and newly identified grave spaces in Sections E, G, H, and O.

- and -

That the new grave spaces in Section B & C be initially limited to 240 and that the GCAB be chartered with figuring out the correct arrangement of those and that it be revisited when 200 are sold.

**VOTE ON THE MAIN MOTION:**

Yeas, 5

Nays, 1 (Hoff)

Absent, 1 (McDaniel)

Commissioner Rinschler noted that he is comfortable that there could still be an open discussion on whether there is a need for a limit based on what the Clerk sees in terms of demand. The Commission directed staff to continue studying the number of graves.

Commissioner Dilgard and Commissioner Rinschler expressed their comfort in leaving the fees the same for residents and non-residents. Mayor Sherman agreed. Commissioner Nickita expressed that he wants to be sensitive to residents, but the circumstance of residents changes quite a bit. He suggested it be monitored and if it starts to omit residents or becomes a problem, then it should be reviewed. City Manager Valentine stated that this information will be included with the annual report of the GCAB.

Mayor Sherman stated that emails have been received regarding reclamation. He noted that this is not reclamation. The City looking to provide burial spaces for people who would like to be buried in Greenwood while protecting the rights of the current owners. The overriding concern is preserving the rights of the owners.

## Greenwood Cemetery Operations

| Item                                       | Estimated Annual Cost | Per Item Cost         |
|--|-----------------------|-----------------------|
| Mowing (weekly x 30 cuts)                  | \$15,750              | \$525/cut             |
| Spring/Fall Clean Up                       | \$1,550               |                       |
| Fertilizer (4 times per season)            | \$3,675               | \$918/application     |
| Trash/General Clean Up (based on 5 hrs/wk) | \$10,000              |                       |
| Tree & Shrub Care (trimming/removals)      | \$20,000              |                       |
| Tree Planting (TBD)                        |                       | \$500-700 each        |
| Road Repair (see Note 1)                   | \$2,500               |                       |
| Snow Plowing (see Note 2)                  | \$2,500               |                       |
| Salt as needed (based on 3 applications)   | \$300                 | \$100/per application |
| Water System (start up/winterize)          | \$200                 |                       |
| Water Utility Costs (see Note 3)           | \$89                  |                       |
| Seeding/Lawn Repair                        | \$2,500               |                       |
| Raising/Leveling Monuments and Markers     | Unknown               |                       |
| Fence painting/repairs                     | \$1,500               |                       |
| Building Maint                             | \$500                 |                       |
|  |                       |                       |
| Total:                                     | \$59,064              |                       |

Note 1: In 2018-2019, completed road repair project: \$23,000. Approx life = 10 yrs.

Note 2: Estimate based on 10 plows per season (no salt)

Note 3: In 2018 7,000 gallons were used. Water Utility costs are \$12.69/1,000 gallons

GREENWOOD CEMETERY  
 PORTFOLIO SIZE ANALYSIS  
 2019 05 30

|  | Current<br>allocation which<br>is meant to<br>generate income<br>and growth. | Based on strictly<br>trying to<br>generate income<br>only |
|--|--|---|
| ANNUAL COST FOR MAINTENANCE  | \$ 60,000  | \$ 60,000   |
| RATE OF RETURN FOR CURRENT<br>ALLOCATION (INCOME & GROWTH)<br>(DIVIDEND AND INTEREST ONLY) | 2.8%   |   |
| RATE OF RETURN FOR MATURE<br>ALLOCATION (INCOME ONLY)<br>(DIVIDEND AND INTEREST ONLY)      |  | 4.0%  |
| PORTFOLIO TARGET SIZE  | \$ 2,100,000   | \$ 1,500,000  |
| CURRENT SIZE OF PORFOLIO   | (700,000)  | (700,000)   |
| PORTFOLIO FROM FUTURE SALES  | \$ 1,400,000   | \$ 800,000  |
| PRICE/PLOT   | \$ 3,000   | \$ 3,000  |
| CURRENT CITY ALLOCATION OF<br>PLOT SALES   | 75%  | 75%   |
| CURRENT CITY SHARE OF PLOT SALE  | \$ 2,250.00  | \$ 2,250.00   |
| NUMBER OF PLOTS TO SELL TO<br>REACH PORTFOLIO TARGET                                       | 622  | 356   |



## **FUND SUMMARY**

### **Greenwood Cemetery Perpetual Care Fund**

On October 13, 2014, the City Commission established the Greenwood Cemetery Perpetual Care Fund as allowed under Act 215 of 1937. The purpose of the fund is to account for the investment earnings on the sale of City-owned plots and donations which will be used for the perpetual care and maintenance of the Greenwood Cemetery.

Funds received from the sale of plots are considered public funds and are invested in accordance with P.A. 20 of 1943, P.A. 215 of 1937, and the City's Perpetual Care Funds Investment Policy.

#### **Revenue Assumptions**

The sale of cemetery plots is currently the main source of revenue for this fund. As the funds continue to grow, investment earnings on the sale of the plots and any donations will be the main operating revenue for this fund. The City anticipates revenues from the sale of plots to be approximately \$80,000 for each of the next two years. Only investment earnings on the sale of plots and donations can be used for the care and maintenance of the cemetery.

#### **Expenditure Assumptions**

In 2019-2020 the budget reflects expenditures in the amount of \$20,000 for ground penetrating radar.

CITY OF BIRMINGHAM  
2019-2020 RECOMMENDED BUDGET  
GREENWOOD CEMETERY PERPETUAL CARE FUND  
SUMMARY BUDGET

| DESCRIPTION                        | ACTIVITY  | BUDGET    | PROJECTED | MANAGER                | PLANNED   |
|------------------------------------|-----------|-----------|-----------|------------------------|-----------|
|                                    | 2017-2018 | 2018-2019 | 2018-2019 | RECOMMEND<br>2019-2020 | 2020-2021 |
| <u>REVENUES</u>                    |           |           |           |                        |           |
| CHARGES FOR SERVICES               | 69,750    | 80,000    | 80,000    | 80,000                 | 80,000    |
| INTEREST AND RENT                  | 30,080    | 12,000    | 15,100    | 16,800                 | 18,500    |
| TRANSFERS IN                       | 20,000    | 0         | 0         | 0                      | 0         |
| REVENUES                           | 119,830   | 92,000    | 95,100    | 96,800                 | 98,500    |
| <u>EXPENDITURES</u>                |           |           |           |                        |           |
| OTHER CHARGES                      | 0         | 0         | 0         | 20,000                 | 0         |
| EXPENDITURES                       | 0         | 0         | 0         | 20,000                 | 0         |
| REVENUES OVER (UNDER) EXPENDITURES | 119,831   | 92,000    | 95,100    | 76,800                 | 98,500    |
| BEGINNING FUND BALANCE             | 514,443   | 634,274   | 634,274   | 729,374                | 806,174   |
| ENDING FUND BALANCE                | 634,274   | 726,274   | 729,374   | 806,174                | 904,674   |



## MEMORANDUM

City Clerk's Office

**DATE:** July 3, 2019

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

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

**SUBJECT:** Recommendation on Amendment to Rules and Regulations Regarding Monuments in Section F North of the Greenwood Cemetery

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### INTRODUCTION:

At the April 8, 2019 City Commission meeting, Michael Schneider, son of cemetery plot owners in Section F North, spoke with the City Commission in opposition to the rule change allowing above ground monuments in that section. The City Commission referred the question to the Greenwood Cemetery Advisory Board (GCAB) for a recommendation.

### BACKGROUND:

Prior to March 27, 2017, Section F North of Greenwood Cemetery allowed only flush markers. In December 2016, Mr. Paul Robertson asked the GCAB for an exemption from the rule. The GCAB considered Mr. Robertson's request at their meeting of September 30, 2016. The Board felt it was important to uphold the existing restriction of flush memorials as stated in Section VI of the Cemetery Regulations "Flush Memorial Section – F-North Only" and therefore recommended denial of the request by unanimous vote. Prior to Mr. Robinson's request, the City received several such requests for upright memorials in F-North through the years which were denied.

Mr. Robertson appealed to the City Commission. On March 27, 2017, the City Commission directed the GCAB to revise the Greenwood Cemetery Rules and Regulations to permit upright monuments in Section F North, with all conditions as to the erection of monuments in Section VI, Monuments, Grave Markers, and Foundations to continue to apply.

Since the rule change, Mr. Robertson's monument has been placed in Section F North, Lot N30, Graves 1 & 2. The Callaghans have placed a monument in Lot N27, Graves 1, 2, & 3. Three additional monuments are in production for placement in Section F North, and in 2017 Lot 2, Graves 9 & 10 were sold to purchasers who stated their intent to place a monument. That monument is currently in the design phase. In addition, Elmwood has been contacted numerous times by funeral directors working with clients who wish to eventually place monuments in Section F North, and, in accordance with the revised rules, those directors have been told that monuments are allowed.

The cemetery's management contractor, Elmwood Historic Cemetery, maintains excellent relationships with area funeral directors and monument companies. Our contractor is therefore notified by these individuals early in the process when a client wants a monument

in order to make sure a monument is allowed in the location desired by the client. Above ground monuments require 6 – 9 months from conception through production and placement. The City's contractor is paid for the foundation towards the end of the production period and installs the foundation. The monuments are installed by qualified monument companies.

The GCAB, at their June 7, 2019 meeting, voted unanimously to recommend to the City Commission that the rule requiring flush markers in Section F North of Greenwood Cemetery be reinstated.

**LEGAL REVIEW:**

n/a

**FISCAL IMPACT:**

n/a

**SUMMARY:**

The GCAB, as directed by the City Commission, has reviewed the question of allowing above ground monuments in Section F North of the Greenwood Cemetery. Only flat markers at ground level were allowed prior to the Cemetery Operational Procedures, Conditions and Regulations being amended by the City Commission in 2017. Since March 27, 2017 above ground monuments have been allowed in Section F North. Two monuments have been placed, and at least four others are in various stages of production. The GCAB recommends unanimously that only flush markers be allowed in Section F North.

**ATTACHMENTS:**

June 7, 2019 Greenwood Cemetery Advisory Board minutes

Communications with Michael Schneider

April 8, 2019 City Commission minutes

Cemetery Operational Procedures, Conditions and Regulations as amended on March 27, 2017 (redlined – deleted section is on page 5 of the Regulations)

March 27, 2017 City Commission minutes

Full report to City Commission for March 27, 2017 meeting (with addition of photo of Robertson monument in place)

**SUGGESTED RESOLUTION:**

Resolution approving the amendment of the Greenwood Cemetery Operational Procedures, Conditions and Regulations to reinstate Section F North as Flush Memorial Section, effective April 1, 2020.

**OR**

Resolution to maintain the current Greenwood Cemetery Operational Procedures, Conditions and Regulations allowing above ground monuments in Section F North.

**GREENWOOD CEMETERY ADVISORY BOARD**  
**MEETING MINUTES**  
**FRIDAY, JUNE 7, 2019 AT 8:30 AM**  
**MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Chairperson Gehringer called the meeting to order at 8:30 a.m.

**II. ROLL CALL**

Present: Linda Buchanan, Vice Chairwoman  
Darlene Gehringer, Chairwoman  
Linda Peterson  
Laura Schreiner (arrived 8:32)  
George Stern  
Margaret Suter

Absent: Kevin Desmond

Administration: City Clerk Mynsberge

**IV. NEW BUSINESS**

**A. Reconsideration of above ground monument rule in Section North F**

Ms. Gehringer presented the item.

Ms. Suter said that, after reviewing the packet, she would like to go back to the "flats only" model previously used by the cemetery. She went on to say that while it is hard to undo actions that have been done up to this point, returning to the flush markers in Section F is the prudent thing to do. There was an issue about another monument thought to be in Section F North, it was actually in Section F, and allowed in that particular section of the cemetery. Obviously, someone made a mistake or it was misidentified, as it is very hard to tell at the cemetery unless you have something stuck in the ground where the property lines are. Ms. Suter found some of the things illustrated in the packet to be too far in the past and can only surmise that there was once some information that is not available now, as to why the section restricted monuments in the beginning. Since there is no record, it is unfortunate at this point that we have a couple of monuments that the Board does not know if it would be appropriate to request replacements with flush markers.

Clerk Mynsberge pointed out what Ms. Suter alluded to at the very end of her comments. There are clearly two monuments now in Section F North. Besides the monument that is on the border, the Callahan monument was installed in spring 2018 after the Commission made the decision in 2017 to allow monuments in a previously restricted area.

Ms. Schreiner felt, after reviewing the item and Ms. Arcome's attached email, that there were more approved monuments in the process of being installed.

Mr. Stern agreed that the Cemetery Advisory Board voted unanimously to keep a flush marker policy; the City Commission made a change to the policy and instructed the Greenwood Cemetery Advisory Board to reinforce. He expressed that rather than go back to the City Commission with

the original motion that was previously submitted to change the rule; he would like to propose a suspension as a compromise. Greenwood Cemetery, Section F North, would still have all flush stones with no monuments erected until the suspension is lifted. At the same time, the Board is not forcing the Commission or going up against the Commission and saying that we think they were wrong. In fact, Commissioner DeWeese in the Commission hearing suggested that we might propose a suspension. Mr. Schnieder was at the meeting and suggested the same thing. Mr. Stern likes the word suspension, because it is not a criticism or demand, and puts the rule into effect as this board would have liked it in the first place.

Chairman Gehringer agreed with Mr. Stern on proposing a suspension to the City Commission.

Ms. Peterson led some discussion on the process to get markers installed at the cemetery.

City Clerk Mynsberge commented that because Elmwood installs the foundation, they make sure that the markers are within cemetery guidelines, rules and regulations.

Ms. Suter suggested that in the event of a private sale, a letter should go to the buyer outlining the rules and regulations.

Ms. Schreiner said that in any private transaction the purchaser has a duty to inquire about the guidelines prior to purchasing a marker.

Vice Chair Buchanan expressed that when you receive a deed for cemetery property, all restrictions are laid out in detail on the deed. Although Mr. Roberson, in this case, admitted to not noticing the restriction, it was on the deed.

Ms. Peterson suggested that Elmwood has a responsibility to verbally make sure that private purchasers look at the deed for restrictions.

City Clerk Mynsberge agreed that there is no reason why Elmwood could not verbally point out what is on the paperwork.

Ms. Schreiner agreed with Ms. Mynsberge and expressed that Ms. Arcome is very detailed oriented as a matter of standard operating procedures.

Chairwoman Gehringer noted that the as-built photos of the Robertson monument do not reflect the drawing presented to the Board and City Commission.

Mrs. Suter pointed out the drawing that Mr. Robertson submitted to the Board, in the attached letter, was the drawing that he in fact was submitting to Franklin.

Ms. Schreiner clarified that he wrote, "This is what I proposed to Franklin and will do something similar here". The two proposed monuments are not even close in resemblance. The size may not be within the outside envelope of the parcel.

Chairman Gehringer pointed out that the base on the Robertson monument is not flush, and believes that a flush base is a requirement of all memorials – flats or monuments. A DPS employee, Mr. Huey, illegally installed a monument in the shape of a cross close to the border of



Section F North. Chairperson Gehringer stated that, in her opinion, the monument does not set a precedent because it is there illegally and was approved so long ago that it cannot be undone.

**MOTION:** Motion by Mr. Stern, seconded by Ms. Suter:

To recommend to the City Commission that it suspend the rule allowing above ground monuments in Section F North of Greenwood Cemetery.

Chairwoman Gehringer opened the meeting for public comment.

Mr. Michael Schneider, 251 Strathmoor Road, Bloomfield Hills, MI, explained:

- His parents are buried in Greenwood Cemetery.
- His parents bought their cemetery plots from the City in the 1970's.
- Mr. Schneider remembers being told at the time that their plots were in a section of the cemetery where all the memorials would be flush with the ground.
- Recently, while visiting his parents' graves, Mr. Schneider was shocked to find nearby a large above ground monument.
- He since was informed that the City rescinded that long-standing rule prohibiting above ground monuments in that section of the cemetery; and the change was driven by the request of one individual who did not want to follow the rules.
- When the City decided that Section F North the cemetery would be reserved for flush markers that was not just a restriction on people purchasing grave sites there, it was also a promise to them that their graves would be in a section free from above ground monuments.
- He was very pleased that his parents were buried in a section that only had flat markers.
- Mr. Schneider feels that flush markers have an unassuming dignity and an openness and peacefulness without the distraction of large monuments nearby.
- He further feels that the large monuments are an intrusion and destroy the openness and tranquility that was there before.
- The City sold gravesites to his parents and to others telling them that this was an area free from above ground monuments, and changed the rule without notifying the family members of those already buried in that section of the cemetery and without regard to their wishes.
- Cheri Arcome, cemetery contact, told Mr. Schneider that two other families with sites in that section also complained about allowing above ground monuments.
- He wants to hold the City accountable for the changes made to a section initially restricted to flush memorials.
- He is requesting that the restriction go back into effect; and that those with above ground monuments be required to replace them with flush memorials.
- The persons who purchased sites in this section deserve to have the City's commitment upheld.

Vice Chair Buchanan feels that the motion should say that Section F North should remain flush, and asked what is the difference between using the term suspension and saying it stay flush.

Mr. Stern expressed that in keeping with Commissioner DeWeese's comments, he was simply putting forth wording that would appear as a compromise while putting into effect the non-future installing of monuments in Section F North.

Chairperson Gehringer opined that Commissioner DeWeese is only one commissioner out of seven. It is not a bad suggestion, but she personally would like to go back to exactly what we proposed and passed in the past.

Ms. Suter questioned if the board follows Mr. Stern's suggestion would that give the Commissioners the ability to just go ahead and change the policy whenever they felt like it. She believes that a suspension would allow for policy changes later, by the Commission, when the next person feels like their loved one deserves a large monument.

Chairperson Gehringer suggested that replacement of the above ground monuments be a separate discussion.

Mr. Stern pointed out that Mr. Schneider raises an interesting point on the current management system. In keeping with Mr. Schneider's comment about letter writing, he asked Ms. Mynsberge if the City database has the capability to record next of kin.

Ms. Mynsberge was unsure, and noted the information has not been collected. A policy change would be needed, and her understanding is that the industry, in general, does not collect next of kin information.

Ms. Schreiner expressed her appreciation for Mr. Stern's thoughts about keeping next of kin contacts. However, she explained one generation might be an easy administrative task, but by the time you go down a couple of generations, and with the mobility of our society, she believes that tracking next of kin would become administratively burdensome.

Chairperson Gehringer expressed that her family is diligent about keeping next of kin information on record where her mom was buried and wonders if people even know or understand that this is something that should be done.

Ms. Schreiner pointed out that contractually, the property does not necessarily pass down to the purchasers' heirs. It is nice to be able to have a next of kin record, and she would like to support this effort; but she sees it becoming a quagmire and, again, burdensome to administer.

VOTE:                      Yeas,        2 (Schreiner, Stern)  
                                     Nays,        3

Motion failed.

**MOTION:**        Motion by Vice Chair Buchanan, seconded by Ms. Suter:  
To return Section F North of Elmwood Cemetery to all flush markers.

Vice Chair Buchanan expressed the intent is that, for right now, it can only be the foreseeable future. The Board can only propose and make suggestions. With that in mind, the City Commission can change things again anytime an issue comes up. She also thought the suspension proposal gave the Commission too much wiggle room. The motion as made just says that the policy will go back to flush markers only, like the Board voted on eighteen (18) months ago.

Ms. Peterson reiterated that suspension is easier for the Commissioners because they would not have to decide anything; just vote on the proposal. She asked why the City Commission allowed

the installation of the large monument - was it just to impress Mr. Robertson? She does not think that saying yes, no, or suspend will help. This issue will continue to be the Commission's call.

Ms. Suter agreed that it is always a possibility. She said, while reading Mr. Robertson's reasons for wanting to have the upright monument, she found that none of the reasons was valid for the cemetery. It is not up to this Board ultimately, but we must give the City Commissioners our best advice. Mr. Robertson wanted something, and when he did not get it from the Cemetery Board he took it to the City Commission. This Board will need to be firm in its response to the City Commission and let them know how we feel about this issue.

Vice Chair Buchanan wanted to let the Board know that while giving a cemetery tour a couple of weeks ago, one of the tourists was excited about Section F North being flush memorials, leaving the cemetery open. It gives the cemetery a different, flowing look.

Chairperson Gehringer asked Mr. Stern to recall when some of the members were on the original cemetery committee, and a DPS employee brought in a flood plain map that may have included part of the cemetery, if it lead to designating Section F North for flat markers only.

Mr. Stern said, at the time, the discussions around the flood plain were about building a large columbarium, and the committee declined to do that.

Ms. Peterson asked how many plots are available for sale in Section F North at the cemetery. Mr. Stern replied that there are 169 occupied graves in that section, and about 75 owned but not occupied.

**VOTE:**

|       |   |
|-------|---|
| Yeas, | 6 |
| Nays, | 0 |

Chairperson Gehringer opened discussion on the Robertson monument, and asked if it fulfills the requirements for monuments at Greenwood.

Mr. Stern felt the Board may have been encroaching on legal matters and was hesitant to move forward. He said that he is not sure the Board has the ability to review a monument after it is erected. He suggested that legal counsel look at it.

Chairwoman Gehringer feels that Mr. Robertson's monument proposal was a blatant disregard for the rules in terms of using a flush base. She expressed that it is the Board's job to point it out to the City Commission. Ms. Suter agreed.

Mr. Stern asked what regulation the Robertson and Callaghan families violated.

Ms. Peterson interjected that a deal is a deal and deserves respect.

Chairperson Gehringer said that her point remains that Mr. Robertson proposed a flush base supporting the monument and it is not what was installed.

Ms. Suter suggested if the rules do not require monument bases to be flush, they should.

Mr. Schneider wants to verify that Mr. Robertson conformed to the rules that were in effect at the time that his monument was erected. He also thinks the Board is doing a good job of considering his request, due to the tight spot for both this Board and the Commission. He also asked if there is anything else he could do to convince the City Commission to rescind the rule and get rid of the monuments that are in place. He was advised by Vice Chair Buchanan to attend the City Commission meeting with additional supporters.

DRAFT

March 15, 2019

Michael Schneider

City Commission, c/o City Clerk  
City of Birmingham  
151 Martin St  
Birmingham, MI 48009

City Commissioners:

My parents bought their cemetery plots in Greenwood Cemetery in the 1970s. I remember being told that their plots were in a section where all the monuments would be flush with the ground. As I got older, I came to appreciate that. Flush markers have an unassuming dignity to them. They don't demand attention, and they don't seem to be competing to be grander than any of the others. A section with only flush markers has an openness and peacefulness to it, a place where people going to visit their loved ones' graves can focus on them without the distraction of nearby large monuments demanding attention and towering over the area around them.

Recently I visited my parents' graves and was shocked to find a large above ground monument marking the graves adjacent to them. The presence of this large monument changed my experience there. When I stand there at my parents' graves, I see a large monument right by them. It's an unwelcome distraction, and an intrusion that for me has destroyed the openness and tranquility that was there before.

I have since been informed that the city recently rescinded the long-standing rule prohibiting above ground monuments in that section of the cemetery, and this was done at the request of one individual. I can't believe that the city was willing to do this. When the city decided that the north section of the cemetery would be reserved for flush markers, that wasn't just a restriction on the people purchasing grave sites there, it was also a promise to them that their graves would be in a section free of above ground monuments. Their loved ones would be able to visit their graves in an open and peaceful area without the distraction of large monuments nearby.

The City of Birmingham has broken a promise that it made five decades ago, and one that had been upheld until now. Changing the rules to favor some at the expense of others may work sometimes when running a city, but it is no way to run a cemetery. When people bury their loved ones in a cemetery, they should be able to rely on the promises that were made. The city made this recent rule change without notifying the families with grave sites in that section of the cemetery, and without regard for their wishes.

The City of Birmingham should not have abandoned the commitment that it made decades ago when it reserved the north section of Greenwood Cemetery to be free of above ground monuments. This

change in the character of the north section of the cemetery without regard for people who have family members buried there was inconsiderate and a mistake. Cheri Arcome, who is the contact person for matters regarding the cemetery, informed me that two other families who have loved ones buried in the north section of the cemetery have also complained to her about this change in policy allowing above ground monuments. I expect that other families will be unhappy as well, and may speak up, as they become aware of this change.

I request that you restore the serenity and openness of the north section of the cemetery by reinstating the rule that requires those plots to have only flush markers, and that you require the two above ground monuments that have since been erected there, be replaced with flush markers. You owe it to the families who have trusted the city to keep its promise.

Sincerely,

A handwritten signature in black ink, reading "MSchneider". The letters are cursive and fluid, with the "M" and "S" being particularly prominent.

Michael Schneider





March 21, 2019

Michael Schneider

RE: Greenwood Cemetery, Section F North

Dear Mr. Schneider:

I am in receipt of your March 15, 2019 letter to the City Commission expressing concerns about the change in Greenwood Cemetery's rules which now allow upright monuments in Section F North where your parents purchased graves. As the staff liaison to the Greenwood Cemetery Advisory Board (GCAB) I am pleased to provide you with a response. Your letter and my response will be shared with the City Commission.

Your parents purchased their graves in Section F North in 1976, and at that time the *Greenwood Cemetery Operational Procedures, Conditions and Regulations*, adopted by the City Commission on October 18, 1971, allowed only flush memorials in that section.

On October 21, 2013 the City Commission adopted Resolution #10-297-13 establishing the Greenwood Cemetery Advisory Committee to balance the interest of those interred in Greenwood Cemetery and their surviving family members, those who wish to be interred in Greenwood Cemetery, those who will pay for the regular care and maintenance of the cemetery in perpetuity, and those who wish to preserve Greenwood as an historic site. The Committee released its final report in 2014, and among its recommendations was the establishment of a Greenwood Cemetery Board to make recommendations to the City Commission regarding the Cemetery.

The City Commission, on October 13, 2014, amended the Birmingham Code of Ordinances by adding Sec. 34-30 establishing the GCAB and giving them the duty to provide recommendations to the City Commission on, among other things, modifications of the *Operational Procedures, Conditions and Regulations* governing Greenwood Cemetery.

An owner of two graves in Section F North approached the GCAB in December of 2016 requesting an exemption to the flat marker only regulation. Upon review by the GCAB, the owner then took his request to the City Commission. The City Commission asked staff to

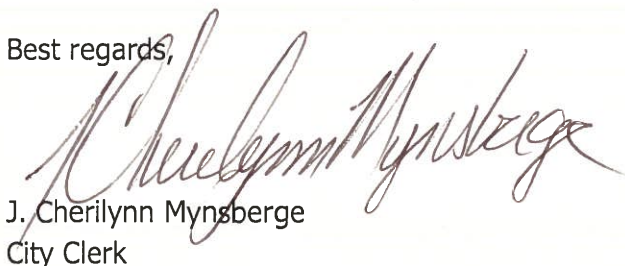
research the issues and to contact all owners of graves in Section F North for input. Among the findings presented by staff:

- There has been, since May 1986, a raised headstone so close to the boundary of Section F North it appears to be in the section.
- In September 1990 the Stenger family requested an exemption from the flat marker regulation, and the City Commission took no action on the request.
- In other sections of the cemetery, excluding the historic areas of A, B and C, the *Operational Procedures, Conditions and Regulations* allow monuments only on two adjoining side by side graves with one owner.
- On the new graves plotted after January 1, 2015 in Sections B, C, D, K, L and O, only flush markers are permitted.
- There are 71 owners of record in Section F North. The City sent letters to the 34 owners still alive at their last address of record. Eight responses were received, with six owners in favor of upright monuments and two owners opposed.
- Next of kin information is not collected when a grave is purchased.

On March 27, 2017 the City Commission, by a vote of 6-0, with one Commissioner absent, directed the GCAB to revise the *Operational Procedures, Conditions and Regulations* to allow upright monuments in Section F North.

The City Commission, the GCAB, and City administration are committed to maintaining the Greenwood Cemetery in a manner which best addresses the concerns of all invested parties. Thank you for sharing your concerns, and I hope you find this information helpful. If I may be of further assistance, please do not hesitate to contact me at 248-530-1802 or [cmynsberge@bhamgov.org](mailto:cmynsberge@bhamgov.org).

Best regards,



J. Cherilynn Mynsberge  
City Clerk

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## Greenwood Cemetery Section F North

2 messages

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**Michael Schneider**

Mon, Apr 1, 2019 at 7:18 PM

To: "cmynsberge@bhamgov.org" <cmynsberge@bhamgov.org>

Cherilynn Mynsberge,

Thank you for taking the time to write me an informative letter about the rule change regarding above ground monuments in Greenwood Cemetery.

Your letter points out it is the intent of both the City Commissioners and the Greenwood Cemetery Advisory Committee to include the interests of surviving family members in decisions affecting the cemetery. From what I gather from your letter and other sources, the decision to change the rule regarding above ground monuments was made without consideration of the wishes of the family members of those already buried in that section of the cemetery.

Although it remains unproven, I believe it is very likely that the majority of those surviving family members, who have placed flush markers on the graves of their loved ones, will be very unhappy to see above ground monuments in this area of the cemetery, and would have opposed them. When you combine that consideration with the reality that the flat marker regulation was an existing agreement between the city and all of the purchasers of grave sites in that section of the cemetery, changing this rule was unwarranted.

My letters to the City Manager and the Commissioners requested that the recent rule change allowing above ground monuments in the north section of the cemetery be reversed. I also made the same request verbally at the recent Commissioner's meeting. Your informative letter did not address my request. Will my request to change that rule receive further consideration, or has my request been dismissed? Is there some course of action that I need to take to merit serious consideration of my request by the City Commission? I will appreciate your advice on this.

Best regards,

Michael Schneider

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**Cherilynn Mynsberge** <cmynsberge@bhamgov.org>

Tue, Apr 2, 2019 at 11:18 AM

To: Michael Schneider

Cc: Joe Valentine <jvalentine@bhamgov.org>

Mr. Schneider:

Your request to the Commission has been placed on the agenda for the April 8, 2019 City Commission meeting under "Communications".

Respectfully,  
J. Cherilynn Mynsberge  
City Clerk  
City of Birmingham  
248-530-1802

[Quoted text hidden]

## Excerpt

### **BIRMINGHAM CITY COMMISSION MINUTES APRIL 08, 2019 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.**

#### **II. ROLL CALL**

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

Absent: none

#### **VIII. COMMUNICATIONS**

Letter from Michael Schneider regarding Greenwood Cemetery monuments in Section F North.

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

##### **04-092-19 Michael Schneider**

Michael Schneider addressed the Commission regarding the matter of above-ground monuments in Section F North of Greenwood Cemetery. Mr. Schneider previously addressed the Commission at their March 25, 2019 meeting in regards to the same matter.

Mr. Schneider spoke in response to a letter sent by City Clerk Mynsberge that detailed a survey conducted among people who owned plots in Section F North of the Cemetery. The letter explained that with eight owners responding, six were in favor of the change to allow above-ground monuments, and two were not.

Mr. Schneider suggested that the families of people buried in Section F North of the Cemetery would likely have preferred flush markers to above-ground markers since they chose plots in that section. He also suggested that since the City only has contact information for plot owners, and not the wider group of likely concerned family members, the City cannot have access to an accurate perspective of concerned parties' preferences in regards to flush versus above-ground markers.

Mr. Schneider reiterated his feeling that the sale of plots in Section F North of the Cemetery included an implicit promise from the City that the section would remain free of above-ground monuments since only flush markers were allowed at the time of sale.

City Manager Valentine told Mayor Bordman that the Greenwood Cemetery Advisory Board (GCAB) could be asked to review the policy and make a recommendation to the Commission.

Commissioner DeWeese said he saw no harm in asking the GCAB to study the issue.

Commissioner Hoff concurred but noted the City's options are limited.

Commissioner Harris concurred, and asked if there would be a way to survey a broader group of people who may be concerned with the policy.

Mayor Bordman said she was also supportive of sending the issue to the GCAB for study.

Mr. Schneider asked if it would be within the range of possible options to put a hold on above-ground monuments until a decision is made.

City Manager Valentine said the GCAB and Commission would need sufficient information before enacting a policy change.

Commissioner DeWeese said that Mr. Schneider could ask the GCAB to consider a temporary hold on above-ground monuments while the Board deliberates on the matter.

Mayor Bordman thanked Mr. Schneider. Mr. Schneider thanked the Commission.



**CITY OF BIRMINGHAM  
GREENWOOD CEMETERY OPERATIONAL PROCEDURES,  
CONDITIONS AND REGULATIONS**

**I. DEFINITIONS:**

The following words and phrases, for the purposes of these sections, have the meanings respectively ascribed to them, except in those instances where the context clearly indicates a different meaning.

- a. "Cemetery" shall mean Greenwood Cemetery.
- b. "Superintendent" shall mean the City Manager or his/her designee.
- c. "Marker" shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.
- d. "Monument" shall denote a memorial stone or object of a size in excess of that of a marker.
- e. "Permanent outside container" shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.
- f. "Department" shall mean the Department of Public Services.
- g. "Memorial" shall mean monuments or markers.

**II. CONDUCT OF PERSONS**

Every person entering the cemetery shall be responsible for any damage caused by such person while within the cemetery. No person under eighteen years of age shall enter the cemetery grounds unless accompanied by an adult responsible for his/her conduct, or unless permission has been granted by the Superintendent.

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.
- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.

- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Advertise on cemetery grounds unless permitted by the City.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

### **III. TRAFFIC REGULATIONS**

All traffic laws of the City of Birmingham that are applicable to the operation of vehicles in cemeteries shall be strictly observed. Every person driving a vehicle into the cemetery shall be responsible for any damage caused by such vehicle.

No person shall:

- a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.
- b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.
- c. Turn a vehicle around within the cemetery except by following established driveways.
- d. Use a cemetery driveway as a public thoroughfare.

### **IV. MAINTENANCE AND PERPETUAL CARE**

The City and/or its designated Contractor shall be responsible for the maintenance and repair of the driveways, buildings, water system, drainage and fences. The City and/or its designated Contractor shall also cut and maintain the grass areas, remove the leaves, trim and remove trees and shrubs, apply fertilizer as necessary, and in general maintain the cemetery as a place of natural beauty devoted to the burial of the dead.

The City and/or its designated Contractor shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker or planting placed by the owner. Further, the City and/or its

designated Contractor shall not contract or agree to give special care to any section, lot or burial space except as above provided. The City shall maintain the integrity of damaged historical markers, prior to January 1, 1875, through the perpetual care fund.

## **V. OPERATIONAL REGULATIONS**

The following operational regulations shall apply to all areas within the cemetery:

- a. Corners of all lots will be marked by the City, or its designated contractor, with permanent markers set flush with the ground surface, and these shall not be disturbed.
- b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.
- c. The City, or its designated contractor, shall have the right to remove from any lot any objects, including trees and shrubs and flower pots that are not in keeping with the appearance of the cemetery.
- d. Ironwork, seats, vases, and planters shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.
- e. Planters of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1<sup>st</sup>. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.
- f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.
- h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.
- i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.

## **VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS**

### **MONUMENTS**

Monuments will be permitted only on two adjoining side by side graves under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments shall be subject to the following conditions:

- a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1<sup>st</sup> will be held until conditions allow for installation.
- b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.
- c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.
- d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.
- e. No monuments shall be allowed in the flush sections.

### **MARKERS**

- a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.
- b. Individual markers can be sod set without a concrete foundation.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **~~FLUSH MEMORIAL SECTION – F NORTH ONLY~~**

- ~~a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the "Flush Memorial Section".~~
- ~~b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.~~
- ~~c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.~~

## **FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015**

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **VII. FUNERALS, INTERMENTS AND DISINTERMENTS**

### **INTERMENTS**

No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials to the dead.

No interment shall be made in Greenwood Cemetery until a proper burial permit has been issued, and until all other legally required permits have been issued by, and filed with, the proper authorities.

City personnel, or its designated contractor, will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vaults or caskets. Tents, lowering devices and other materials shall be furnished by the funeral director or vault company.

No grave shall be dug closer than six (6) inches from the line of any lot.

In all full burial interments, the casket shall be enclosed in a permanent outside container. Such outside container shall be installed by the funeral director, vault company, or the City's designated contractor.

In all interments of cremated remains, the container shall be installed by the City, its designated contractor, funeral director or vault company. The size of the container must be submitted with the request for burial.

All funerals within the cemetery shall be under the supervision of the City or its designated contractor. No burials are to be made on Sunday or legal holidays, except by permission of the Superintendent. Overtime charges will apply.

The City must be notified through the City Clerk or its designated contractor, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

Interments that involve preparation or follow-up work during other than regular working hours will be done at an additional charge for the overtime portion of the time required. The maximum charge shall not exceed the normal charges plus the weekend/holiday fee. This fee is in addition to the normal interment or disinterment fee charged during regular working hours.

Interments of the remains of any persons other than the owner or an immediate member of his/her family will be permitted only after the written consent of the owner or the owner's authorized agent has been filed with the City Clerk or the City's designated contractor. In case of a minor being the owner, the guardian may give consent upon proof of this authority to act.

Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the Superintendent to be proper under the circumstances. Such interments shall adhere to Section VIII Burial Rights Policy.

Up to two cremated remains may be placed in the same space if the owner of the grave space or his/her heirs purchase the right to such inurnments. Should the owner permit the burial of such cremated remains, only one additional memorial shall be permitted on the grave space and such memorial shall not be larger than 24 x 12 x 4 inches and installed at lawn level. Up to three (3) cremated remains (only) may be placed on a single grave space.

## **DISINTERMENTS**

Disinterment of a burial shall be facilitated by a Michigan licensed funeral director. Said funeral director shall obtain a permit for such removal from the local health officer of Oakland County. Said funeral director shall complete the removal form as required by the City or its designated contractor. Disinterment shall not commence until after issuance of the Oakland County permit is presented to the City or its designated contractor, approval for removal is granted by the City or its designated contractor, and



all applicable fees are paid. Such disinterments shall only be scheduled between June 15<sup>th</sup> and October 15<sup>th</sup> each year unless approved by the City. The grave space where the disinterment occurred shall immediately be returned to a safe condition.

## **VIII. BURIAL RIGHTS POLICY**

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet      one cremated remains

3 x 4 feet      two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

One burial right per grave (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

- or -

One cremated remains (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

## **IX. LOT RESALE POLICY**

All graves sold by the City after October 1, 2014 can only be returned to the City. Such graves cannot be transferred from the original purchaser to an unrelated third party. Graves can only be transferred to family according to the Rules of Consanguinity with supporting genealogical documentation.

All graves returned to the City shall receive 50% of the original purchase price from the Greenwood Cemetery Perpetual Care Fund. Upon return of the graves, the City may resell the graves.

(For the purpose this policy, immediate family shall mean the immediate family of the purchaser(s) – spouse, children, grandchildren, parents, siblings, nieces/nephews, grandparents, aunts/uncles, step-children.)

## **X. SCHEDULE OF FEES AND CHARGES**

Fees and other charges are as set forth in the Schedule of Fees, Charges, Bonds and Insurance.

## **XI. REVISIONS**

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

- October 18, 1971 Resolution No. 1434-71
- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15
- [March 27, 2017 Resolution No. 03-82-17 \(and confirmed by Greenwood Cemetery Advisory Board on May 5, 2017\).](#)

*Excerpt*  
**BIRMINGHAM CITY COMMISSION MINUTES**  
**MARCH 27, 2017**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**II. ROLL CALL**

|                     |  |
|---------------------|--|
| ROLL CALL: Present, | Mayor Nickita<br>Commissioner Bordman<br>Commissioner Boutros<br>Commissioner DeWeese<br>Commissioner Hoff<br>Commissioner Sherman |
| Absent,             | Mayor Pro Tem Harris   |

**03-82-17 REVISION OF GREENWOOD CEMETERY RULES AND REGULATIONS-SECTION F NORTH MONUMENTS**

Acting City Clerk Arft explained in December of 2016, Mr. Paul Robertson asked the City Commission for an exemption to the flat marker only regulations in Section F North. He had purchased graves with his wife in a private transaction with a previous owner several years earlier and after his wife passed, Mr. Robertson discovered the grave they purchased allowed only flush markers. The restriction has been in the cemetery Rules and Regulations since 1971. He came to the Greenwood Cemetery Advisory Board and asked for an exemption to the rule. The GCAB denied it, and he came to the City Commission to ask for that exemption. The City Commission tabled that request in December to allow time for staff to research and answer the questions the Commission had. A physical visit at the cemetery revealed that there is an upright monument just inside the boundary of Section F North. Records indicate it has been there since May 1986. The photos in the report show how closely the monument is to Section F. It does not appear from our records that there was any Commission approval of that request.

Another question was whether there were other requests of this kind. Records indicate one written request from the Stenger family in September 1990 along with the Hulbert request discussed above which was in 1986. For the Stenger request the City chose not to take any action and those records are in the report.

The Commission also asked what the regulations are for raised headstones in sections other than F North, excluding the historic areas of A, B and C. The Rules and Regulations allow monuments only on two adjoining side by side graves that are under one ownership. Markers not exceeding 1½ feet in height are also permitted. On the new graves plotted after January 1, 2015, in Sections B, C, D, K, L and O, only flush or lawn level markers are permitted.

The first burial record in Section F North was February 21, 1969. The Clerk’s office conducted a survey of Section F North owners to determine their interest in erecting an upright monument on their grave. Letters were sent to 34 owners at their last address of record. Eight responses have been received, with six in favor of upright monuments and two not. Ms. Arft added that Section F North consists of 36 lots, 253 spaces and 71 owners of record.

Commissioner Hoff asked if we have 71 owners of record, why were letters only sent to 34 owners. Ms. Arft responded that many people have passed. So we only contacted people that we could determine were still alive.

Commissioner Hoff wanted to know if we had any next of kin information. Ms. Arft said that information is not collected. Commissioner Hoff commented that the letter of 1990 from the City Clerk to Tom Marcus states that an employee of the Department of Public Services said that to his knowledge there are no upright markers in F North. Yet we have a letter in 1986 where the employee indicated he has no objection to putting in an upright marker and allowed the Hulbert family on upright marker in Section F North.

Commissioner Bordman visited the cemetery today and said the Hulbert monument is in a position where it looks like it is actually part of a different section. It is so close to the other markers that are there that you would not know it was part of F North. F North is actually down a bit of a slope and the Hulbert marker is at the top of the slope right next to the other section. There is

a slope with no graves because of the slope, and then there is a very large area that has all flush markers. It goes all along the back right up to the point where the ground drops off into the river. For this reason, she expressed concern about agreeing to have a monument that will stand out among all of these flush markers. She understands Mr. Robertson wants to have an upright marker, but she likes to see continuity in the cemetery, and is concerned that having a marker in the middle of all the flush areas will destroy the continuity.

Commissioner Sherman said he also went to the cemetery today and agrees with Commissioner Bordman. He wondered why or how they have these rules for flush markers in that particular area so he went out there. He noticed that there are sculptures out there on a number of the graves such as angles, cherubs and flower pots. He does not understand the purpose of the restriction when the sculptures are permitted there. Apparently, at that time of suggested flush markers there for easier lawn maintenance. He feels that no longer applies once this work is done by a contractor now. He was concerned originally with setting a precedent, but having been out there he saw the sculptures placed on or next to marker. He suggested we can restrict the height but does not understand restriction for only flush markers now.

Commissioner Boutros commented that he does not believe having a raised stone will affect how he grass is cut. He added that the location of Section F North has no impact on the cemetery.

Commissioner DeWeese said he is absolutely firm that we should have flat markers for any new graves in the historic sections, and that there is a reason for that. He does not see any engineering or practical reason why we restrict this to flat markers in Section F North. In fact, since it slopes down, even if there is a higher marker, it will not stand out that much. If there is a problem with the ground being more unsettled, then the City will require a better foundation on the graves if they are putting up a marker. He stated his support of this.

Commissioner Hoff explained that one of the concerns the last time was that people like the Stenger family have requested monuments and were denied. Now that this letter has been sent out and people have responded and the majority of people who did respond said they would prefer an upright marker. It does not sound like anyone is upset about it. Secondly, she wanted to ask about the designs for monuments and the rules state they must be submitted to the superintendent or to a person designated by him to act in his stead when application is made for construction of foundations. We have specific requirements.

City Manager Valentine said as a practical matter, the Commission can tell me how you would like me to handle it, but all these matters that have that language with regard to the superintendent need to go to his attention as the City Manager. His position would be that in terms of continuity of managing this, we would have our contractor facilitate the installation of these stones, like they are managing all other operations of the cemetery. The direction and requests would come from the City Manager's office.

Mr. Paul Robertson agreed that they have come to the same conclusion that he came to, that Section F North was for some reason in the 60's and 70's granted second class citizenship and he hopes in the vote to give the section first class citizenship.

**MOTION:** Motion by Bordman, seconded by Boutros:

To direct the Greenwood Cemetery Advisory Board to revise the Greenwood Cemetery Rules and Regulations to permit upright monuments in Section F North of Greenwood Cemetery. All conditions as to the erection of monuments in Section VI, Monuments, Grave Markers, and Foundations shall continue to apply.

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



## MEMORANDUM

City Clerk's Office

**DATE:** March 21, 2017

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

**FROM:** Cheryl Arft, Acting City Clerk

**SUBJECT:** Request for exemption to the flush marker regulation in Section F-North of Greenwood Cemetery

On December 5, 2016, Mr. Paul Robertson, Jr. asked the City Commission to grant an exemption to the flush marker only regulation in Section F-North in Greenwood Cemetery, after being denied by the Greenwood Cemetery Advisory Board on September 30, 2016. (see attached "Attachment 1")

You will recall that Mr. Robertson and his wife purchased grave spaces in Section F North, Lot 30, graves 3 and 4, in a private transaction with the previous owner in October, 2012. (see attached records from Clerk's Office "Attachment 2")

After the passing of Ms. Robertson, Mr. Robertson discovered that the graves they purchased permitted only flush markers, and he sought an exemption from the Rules and Regulations to allow him to install an upright marker, rather than a flush marker. (see attached Rules and Regulations "Attachment 3")

The Commission tabled the request in order to allow research to be done by staff on several questions they had relating to Section F North. Those questions included:

1. Are there raised headstones in Section F North?
  - **Yes.** After a physical visit to the cemetery, staff discovered one upright monument in Section F North. It is located on Lot 2, grave space 5, which is right on the boundary between Section F and Section F North. (see photos attached "Attachment 4") Further investigation by staff of the records of this particular lot/grave revealed that permission was granted to the grave owner by a DPS employee in May, 1986. (see attached records "Attachment 5") A search of Commission meeting minutes from 1986 did not produce any evidence of Commission approval of the request.
2. Has the City received other requests for raised headstones in Section F North?
  - **Yes.** Records in the Clerk's Office contain one written request from Philip Stenger in September, 1990, and the request from Mr. Hulbert in 1986 referenced above. The minutes reflect that no action was taken by the City Commission on September 24, 1990 on the Stenger request, based upon the Rules and Regulations in place at that time, and concern over setting precedent. (see attached records "Attachment 6") There have been other verbal inquiries through the years, but research of the records in the Clerk's Office did not result

in finding any other written requests. No records were kept of any verbal inquiries.

3. What are the regulations for raised headstones in sections other than F North, excluding historic areas A, B, & C?
  - Monuments (also referred to as upright markers, headstones, raised markers) are permitted only on two adjoining side by side graves under one ownership. (see page 4 of current Rules and Regulations "Attachment 7")
  - Markers not exceeding 1-1/2 feet in height are permitted. (see "Attachment 7")
  - It is important to note that on the **new graves plotted after January 1, 2015 in Sections B, C, D, K, L, and O**, only flush or lawn level markers are permitted. (see "Attachment 8")
4. When was Section F North added?
  - The earliest burial record on file in Section F North was on February 21, 1969. Staff could not locate any records that identify specifically when the section was added.

A survey of Section F North owners was undertaken by staff to determine the level of interest in erecting an upright monument on their graves. Letters were sent to 34 owners at their last address of record on file in the Clerk's Office. Seven responses have been received so far. Five of the seven indicate they would be interested in an upright monument on their Section F North grave, with one indicating that cost would be their determining factor. (see "Attachment 9")

Section F North consists of 36 lots, 253 spaces, and 71 owners of record.

(Section F North maps attached)

#### SUGGESTED RESOLUTION:

To direct the Greenwood Cemetery Advisory Board to revise the Greenwood Cemetery Rules and Regulations to permit upright monuments in Section F North of Greenwood Cemetery. All conditions as to the erection of monuments in Section VI, Monuments, Grave Markers, and Foundations shall continue to apply.

OR

To deny the request to revise the Greenwood Cemetery Rules and Regulations to allow upright monuments to be erected in Section F North.



## MEMORANDUM

City Clerk's Office

**DATE:** December 1, 2016

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

**FROM:** Cheryl Arft, Acting City Clerk

**SUBJECT:** Request for an exemption to the flush marker regulation  
in Section F-North of Greenwood Cemetery

The Greenwood Cemetery Advisory Board (GCAB) received a letter from Paul Robertson, Jr., 779 South Bates, Birmingham, Michigan. Mr. Robertson is requesting an exemption to the flush marker regulation in Section F-North in order to install a raised monument on his graves. Mr. Robertson purchased his graves, through a private sale, in 2012. He stated that he found out that flush markers were only allowed in Section F-North through a letter received from the City with his deed.

Section VI of the Cemetery Regulations states:

***FLUSH MEMORIAL SECTION - F-NORTH ONLY***

- a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the "Flush Memorial Section".*
- b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.*
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.*

The GCAB considered Mr. Robertson's request at their meeting held on September 30<sup>th</sup>. The Board felt it was important to uphold the existing restriction of flush memorials as stated in Section VI of the Cemetery Regulations "Flush Memorial Section – F-North Only" and therefore recommended denial of the request. It is important to note that the city has received several such requests for upright memorials in F-North through the years which have been denied.

On November 28, 2016, Mr. Robertson submitted a request to the City Commission as an appeal to the "flat stone" only requirement of the two plots he owns. The lots were purchased about 5 years ago from a private party. His request is included immediately following this report. Also included within the report are the current Rules and Regulations as approved by the City Commission in August 2015.

**SUGGESTED RESOLUTION:**

To concur in the recommendation of the Greenwood Cemetery Advisory Board to deny Mr. Robertson's request for an exemption to the flush marker regulation in Section F-North of



Greenwood Cemetery.

-OR-

To approve Mr. Robertson's request for an exemption to the flush marker regulation in Section F-North of Greenwood Cemetery.

Paul C Robertson Jr.  
779 S. Bates St.  
Birmingham, MI 48009

City Manager and City Commission  
City of Birmingham, Michigan

November 28, 2016

Dear Commissioners,

I am writing this letter as an appeal to the "flat stone" only requirement of the two plots in Greenwood Cemetery I bought about 5 years ago from a private party. I carefully researched where the plots were but had no idea that this was a "flat stone" only area when I bought them. As you can see by walking around the cemetery there are monuments everywhere and "raised stone" headstones everywhere. No one would ever have an idea that you could not put a monument in Greenwood Cemetery. Please see my attached photos for all the headstones quite near the very small "flat stone only" area. It is only about 12 or 14 gravesites deep. A VERY small area compared to the rest to cemetery. Can't be 5 % of the total. I have included a map with the flat stone only area highlighted in yellow. Even the Greenwood Cemetery Advisory Board couldn't tell me why it was a flat stone only area.

As one of the Advisory Board members stated "This is someone that wants to be buried in his hometown like everyone else in Greenwood". Don't you want to have the same ability to have a small monument on your gravesite when you die? It seems patently unfair that all those who went first have more rights than us today.

I understand that long term maintenance costs may be driving your decision to have a "flat stone only" area in the cemetery. I would like to propose an alternative that I think could solve both problems for you and yet still allow me to erect a monument to my late wife Jan. For any of you who may have known her, she was a lot of things in life, mostly all good, but one thing she was not. She was not a "flat stone only" lady!!!

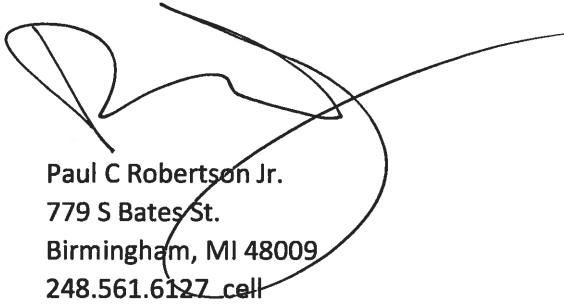
I have included a headstone design that I am going to use for my parents graves in the Franklin Cemetery. This includes a base that we would propose to be installed flush to the ground so a mower can go right over it with no trimming needed. Then the monument will sit on top of the "flat stone" base but the maintenance will be same as if it was just a plain flat stone. I think this accomplishes your desire for simpler maintenance and yet allows me to install a monument to "the love of my life" and give her the recognition that she deserves. After looking at the plan view I think the base needs to be slightly larger so it will be easier for the mower to go over the base. I would propose the base to be 72" x 30" instead of 72" by 16".

In an attempt to compensate the city, I would also be amenable to putting extra money in the perpetual fund for future maintenance to give you an economic reason for granting our request. This could also be the new standard for anyone requesting the same thing in the future. This is a very good model for

additional revenue for the cemetery and an additional source of funds for the perpetual maintenance fund.

I hope you will give this request special consideration and I would request being put on a future commission agenda to further discuss this possibility with you. I think this proposal would be a win-win for both of us going forward. I look forward to meeting with you and coming to an amicable solution for us both.

Sincerely yours,



Paul C Robertson Jr.  
779 S Bates St.  
Birmingham, MI 48009  
248.561.6127 cell





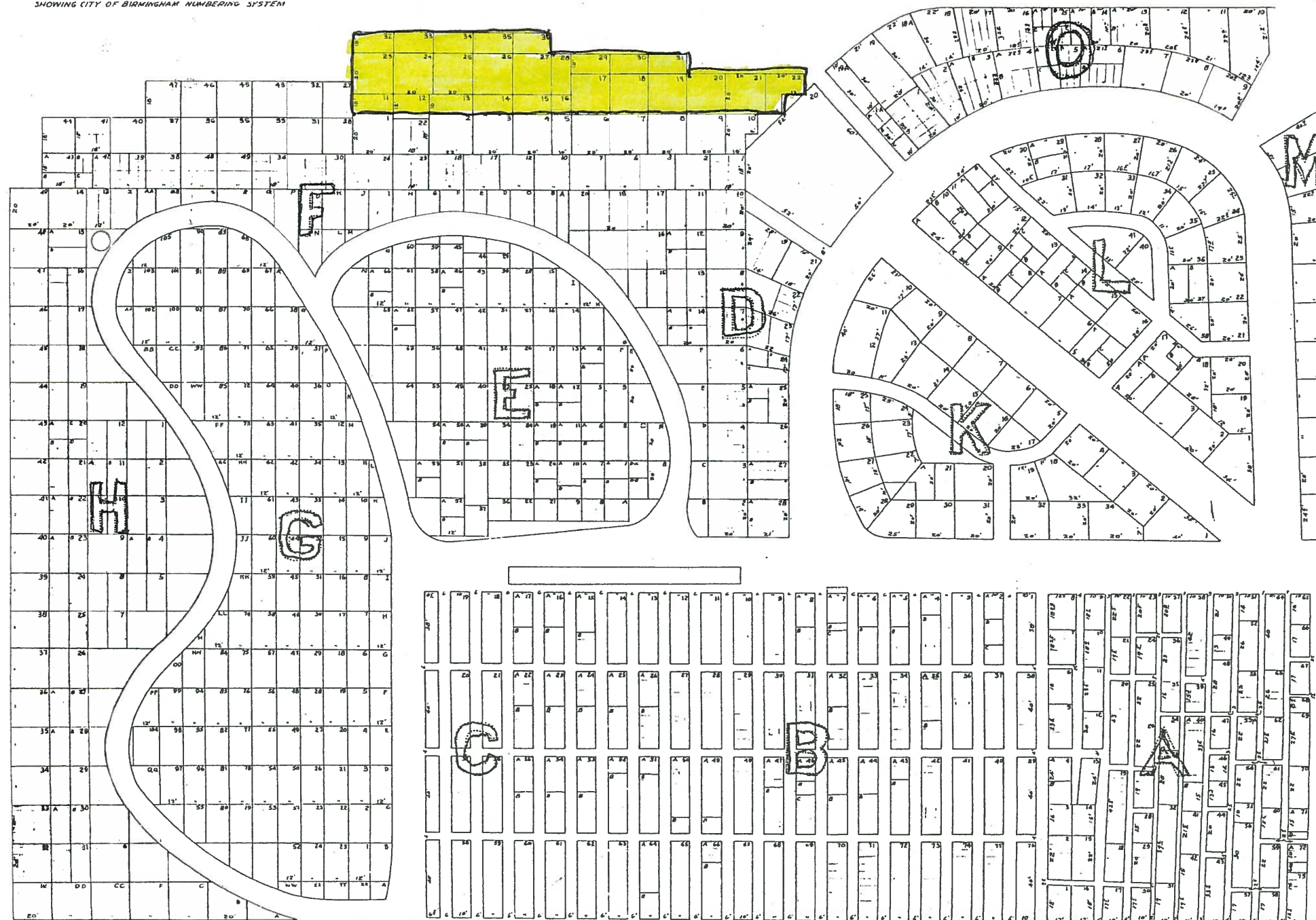






# GREENWOOD CEMETERY

SHOWING CITY OF BIRMINGHAM NUMBERING SYSTEM

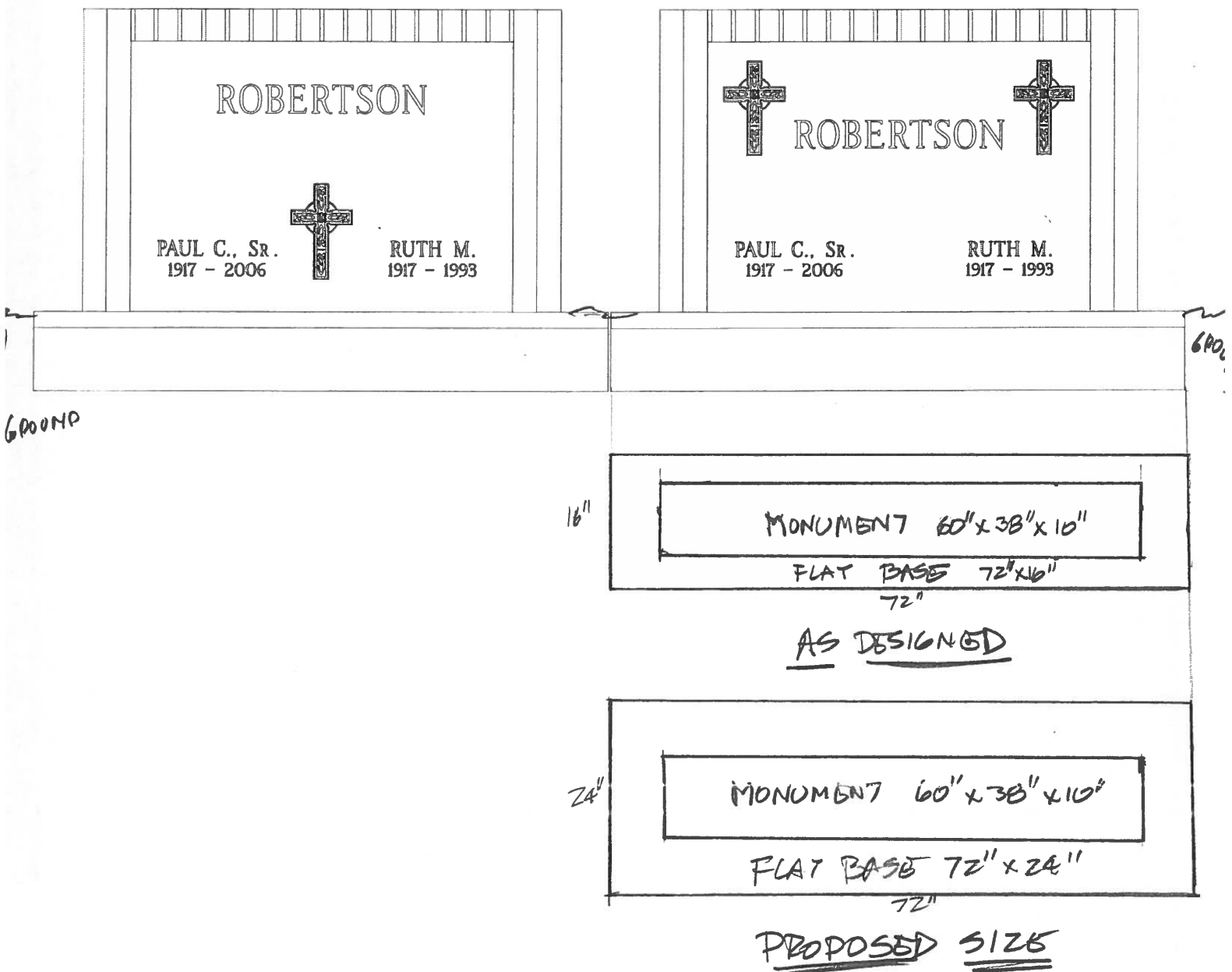


Oak St.

# ROBERTSON MONUMENT AS PROPOSED

JAY.PLT 2/23/2016 6:07:25 AM

Scale: 1:9.02 Height: 48.041 Length: 144.315 in





# ROBERTSON MONUMENT AS BUILT







## MEMORANDUM

City Clerk's Office

**DATE:** September 26, 2016

**TO:** Greenwood Cemetery Advisory Board

**FROM:** Laura M. Pierce, City Clerk

**SUBJECT:** Communication from Paul Robertson, Jr.  
Requesting an exception to the monument regulation

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The attached letter was received from Paul Robertson, Jr., 779 South Bates, Birmingham, Michigan. Mr. Robertson is requesting an exemption to the flush marker regulation in Section F-North in order to install a raised monument on his graves.

Section VI of the Cemetery Regulations states:

***FLUSH MEMORIAL SECTION - F-NORTH ONLY***

- a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the "Flush Memorial Section".*
- b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.*
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.*

The request is being submitted to the GCAB for discussion as to whether an exception should be made to amend the Cemetery Regulations. Once the GCAB has made its recommendation, it will be presented to the City Commission.

**SUGGESTED RESOLUTION:**

To recommend that the request, submitted by Mr. Robertson, for an exemption to the flush marker regulation in Section F-North be **denied**.

- OR -

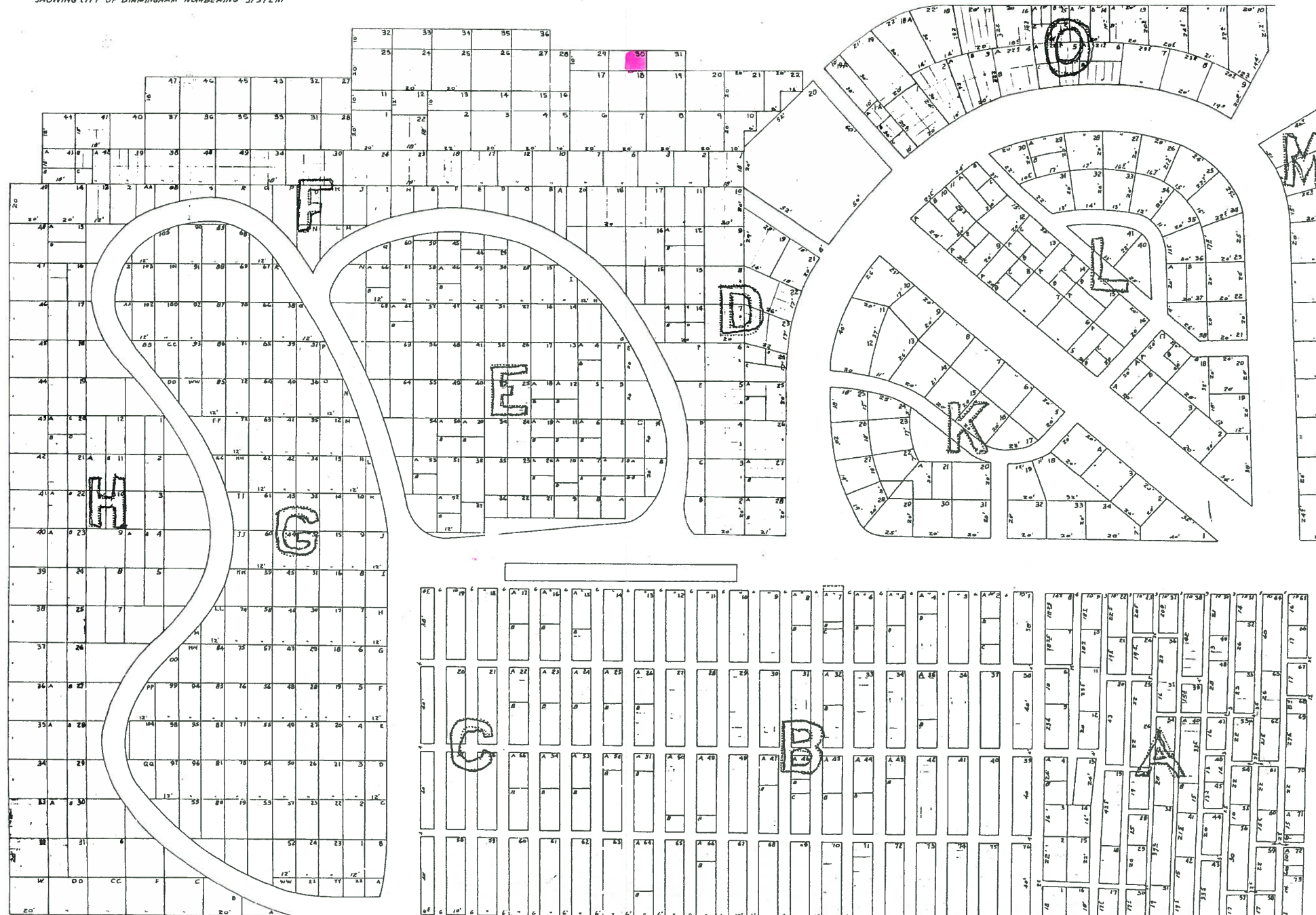
To recommend that the request, submitted by Mr. Robertson, for an exemption to the flush marker regulation in Section F-North be **approved**.

**Greenwood Cemetery**  
**View of Section F-North**

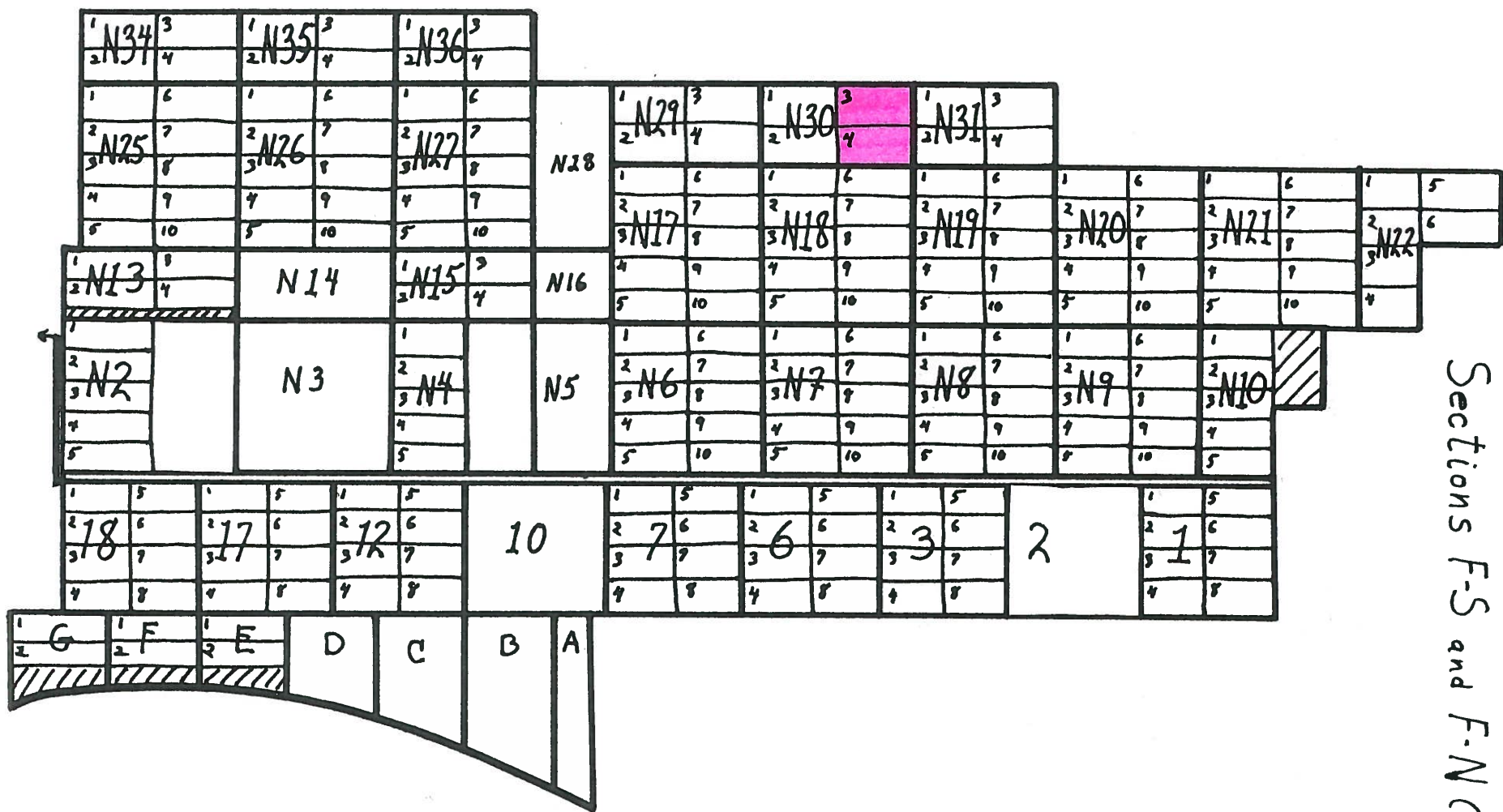


# GREENWOOD CEMETERY

SHOWING CITY OF BIRMINGHAM NUMBERING SYSTEM



Oak St.



Sections F-S and F-N (east)

City Clerk and Greenwood Cemetery Advisory Board  
City of Birmingham, Michigan

September 7, 2016

Dear Board,

I am writing this letter as an appeal to the "flat stone" only requirement of the two plots I bought about 5 years ago from a private party. I carefully researched where the plots were but had no idea that this was a "flat stone" only area when I bought them. As you can see by walking around the cemetery there are monuments everywhere and "raised stone" headstones everywhere. No one would ever have an idea that you could not put a monument in Greenwood Cemetery.

I understand that long term maintenance costs are driving your decision to have a "flat stone only" area in the cemetery. I would like to propose an alternative that I think could solve both problems for you and yet still allow me to erect a monument to my late wife Jan. For any of you who may have known her, she was a lot of things in life, mostly all good, but one thing she was not. She was not a "flat stone" only lady!!!

I have included a headstone design that I am going to use for my parents graves in the Franklin Cemetery. This includes a base that we would propose to be installed flush to the ground so a mower can go right over it with no trimming needed. Then the monument will sit on top of the "flat stone" base but the maintenance will be same as if it was just a plain flat stone. I think this accomplishes your desire for simpler maintenance and yet allows me to install a monument to "the love of my life" and give her the recognition that she deserves. After looking at the plan view I think the base needs to be slightly larger so it will be easier for the mower to go over the base. I would propose the base to be 72" x 24" instead of 72" by 16".

As an extra incentive to make this happen I would also be amenable to putting extra money in the perpetual fund for future maintenance to give you an additional incentive to granting this request. I hope you will give this request special consideration and I would request a meeting to further discuss this possibility with you. I think this proposal would be a win-win for both of us going forward. I look forward to meeting with you and coming to an amicable solution for us both.

Sincerely yours,

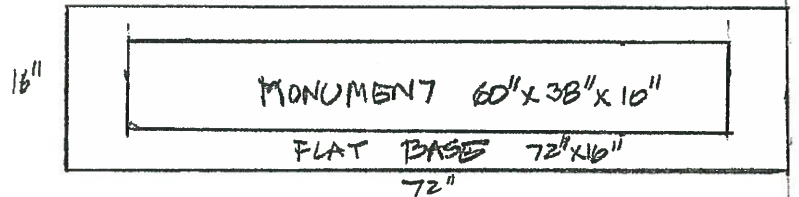
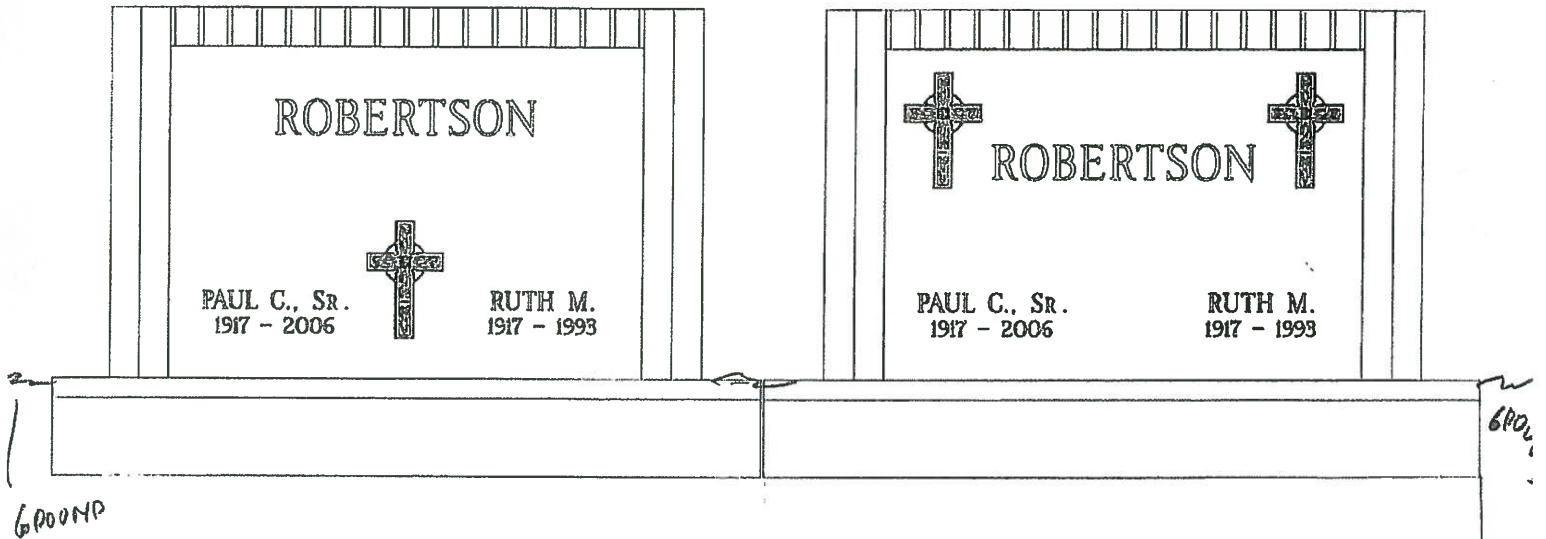
Paul C Robertson Jr.

779 S Bates St.

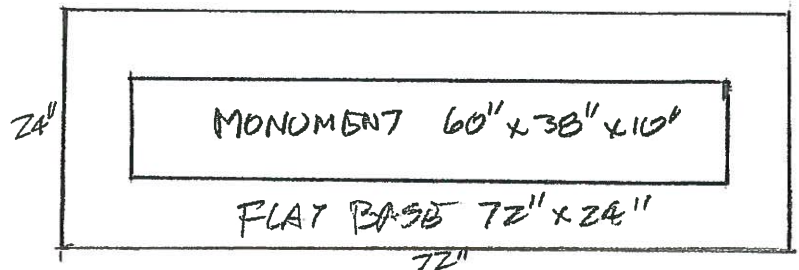
Birmingham, MI 48009

248.561.3127 cell

*Sec FN, Lot 30, Graves 3+4*



AS DESIGNED



PROPOSED SIZE



## **GREENWOOD CEMETERY ADVISORY BOARD MINUTES SEPTEMBER 30, 2016**

### **A. Communication from Paul Robertson, Jr. regarding an exception to the monument regulation**

Mr. Robertson explained that he purchased two grave spaces in a private sale some time ago, and noted the letter sent by the Clerk's Office which stated that the spaces were located in a flush marker only section (Section F-North). He is requesting the Board exempt the two spaces from the rule to allow him to place a flush base with an upright across the two spaces. The flush base would eliminate the need for extra maintenance.

He said this option could create extra revenue for the cemetery. As he looks at the economic situation, it is unlikely that those buried in the cemetery currently will create any more revenue. So there is a need to create revenue from those people coming in. He believes that the beauty and charm of the cemetery would be enhanced in that area. He said he does not understand the reason for that area to be limited to flush markers only. It seems to him to be a perfect way to raise additional revenue for the cemetery, and he would like very much to honor his wife in that way by giving her an upright monument.

Mr. Stern asked how high the monument would be, and Mr. Robertson noted the monument would be 60" x 38" x 10", and the base is 72" x 24".

Mr. Stern asked what Mr. Robertson meant when he referred to additional revenue to the cemetery to sell monuments. Mr. Robertson said he offered additional compensation in the future for the right to construct an upright monument in a flush marker section. Mr. Robertson did not specify the amount, because he thought it was best to leave that up to the Board. He added that if the Board is worried about a precedent, that is the way to handle the precedent situation. He and his late wife chose the spaces because they felt they were premium spaces due to their proximity to the river.

Ms. Buchanan asked Mr. Robertson if the restriction was on the deed when he purchased the spaces. Mr. Robertson said it is not on the deed. He became aware of the restriction when the Clerk's Office sent a letter with the deed for the transfer of the spaces which included the notation that Section F-North permits flush markers only. Mr. Robertson said he did not ask the sellers about what kind of markers were permitted when they were purchased. He said he noted the restriction referred to in the letter for the first time today. Ms. Buchanan informed him that Section F-North is not the only location in the cemetery that requires flush markers, and that all of the newly designated graves in Sections B, C, D, K, L and O are limited to flush markers. Ms. Buchanan said that the maintenance issue is not the only reason for flush markers. There is the aesthetic quality.

Ms. Gehringer agreed with Ms. Buchanan and added that another reason only flush markers are permitted there may be because of the slope of the ground and the ground structure near the ravine.

Ms. Pierce noted that through the years, the City has received numerous requests to place upright monuments in Section F-North which have all been denied.

Ms. Schreiner confirmed with Mr. Robertson that this was a private sale between two parties five years ago, and the seller did not disclose to the Robertsons that the graves were in a flush marker only section of the cemetery. She commended Mr. Robertson for coming to the Board with specifics.

Mr. Stern said Mr. Robertson has brought two significant issues before us. He is pointing out that Section F has flush monuments only. Mr. Stern explained that he believes that the cemetery met the demand at the time of memorial gardens. He said we changed the historical nature of the cemetery once before in a very major way and created the memorial garden concept.

Mr. Stern thinks the Board should revisit its a recommendation. He does not think the Commission understood when it came before them that they were making flush markers in D, K, L, and O and he thinks it is very important for us to point it out to them. The next point that he thinks Mr. Robertson brought forward and that Mr. Stern thinks is very valuable for him to do so, is that Mr. Robertson could not find space in the cemetery. He Mr. Robertson lives on Bates, is a major developer in the City of Birmingham, is certainly one of our more honored citizens, and the Board should be finding a way to accommodate his wishes to be buried in his hometown. What the Board must do is find and accelerate greatly the reclamation process so that we can find what Mr. Stern believes may be ~~many, many, many~~ many graves available for Mr. Robertson through the reclamation process in which he could put monuments. In our delay looking at that issue and bringing that issue before the City Commission, and the City Commission not adopting a new state law allowing rapid reclamation, we are denying people.

Mr. Stern continued that we as a Board should accommodate Mr. Robertson and others like him who are bringing this issue before us.

Ms. Gehringer advised Mr. Robertson that Board does not have power to waive the requirement. She advised that he may go to the City Commission. Mr. Robertson said he was told by the City Manager that he had to begin with this Board for the exception and indicated to Mr. Robertson that the Board did have the authority, so he is surprised.

Ms. Gehringer advised that the Board could not accept additional compensation, that Mr. Robertson could make a donation to the cemetery fund, but it cannot be a donation regarding anything discussed today. She stressed any decision that the Board makes, would not be due to any contribution that might be made to the cemetery.

Ms. Schreiner said when we review the rules and regulations, the Board can recommend making changes. The problem here is if we make changes on an ad hoc, one by one basis, it creates a very slippery slope.

Ms. Buchanan said the Board understands his request for a monument, but the Board must remain ethical.

Mr. Robertson said that his offer of money to the perpetual fund was not intended as a bribe but as a way to cover the additional costs of maintenance around his monument. He said that does not set a precedent.

Ms. Schreiner noted that there are other ways Mr. Robertson could memorialize his late wife through the purchase and placement of benches, etc. The Board still has the opportunity to look at the rules and regulations and choose to create a different structure with very different parameters so that a request like this does not look like a bribe. She noted that the Board is not there yet, and encouraged Mr. Robertson to explore other options that are in the works to memorialize his late wife.

Mr. Robertson suggested that the Board look at the rule again and define specific restrictions for monuments there so that it follows the memorial gardens concept.

Mr. Stern said his request was very important and valuable for this Board and the commission to know there is demand in the city for grave space in which markers can be placed. He noted that we have had two straight months where citizens of the city have pointed out to the Board that we are not meeting our obligation to the citizens of Birmingham.

**MOTION:** Motion by Buchanan, seconded by Suter:

To recommend that the request submitted by Mr. Robertson for an exemption to the flush marker regulation in Section F, be denied.

VOTE: Yeas: 5

Nays: None

Absent: 2 (Desmond, Peterson)

Ms. Gehringer asked that everyone treat each other with the respect and dignity that we deserve during the meeting and not be argumentative and carry on.

**CITY OF BIRMINGHAM  
GREENWOOD CEMETERY OPERATIONAL PROCEDURES,  
CONDITIONS AND REGULATIONS**

**I. DEFINITIONS:**

The following words and phrases, for the purposes of these sections, have the meanings respectively ascribed to them, except in those instances where the context clearly indicates a different meaning.

- a. "Cemetery" shall mean Greenwood Cemetery.
- b. "Superintendent" shall mean the City Manager or his/her designee.
- c. "Marker" shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.
- d. "Monument" shall denote a memorial stone or object of a size in excess of that of a marker.
- e. "Permanent outside container" shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.
- f. "Department" shall mean the Department of Public Services.
- g. "Memorial" shall mean monuments or markers.

**II. CONDUCT OF PERSONS**

Every person entering the cemetery shall be responsible for any damage caused by such person while within the cemetery. No person under eighteen years of age shall enter the cemetery grounds unless accompanied by an adult responsible for his/her conduct, or unless permission has been granted by the Superintendent.

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.
- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.

- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Advertise on cemetery grounds unless permitted by the City.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

### **III. TRAFFIC REGULATIONS**

All traffic laws of the City of Birmingham that are applicable to the operation of vehicles in cemeteries shall be strictly observed. Every person driving a vehicle into the cemetery shall be responsible for any damage caused by such vehicle.

No person shall:

- a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.
- b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.
- c. Turn a vehicle around within the cemetery except by following established driveways.
- d. Use a cemetery driveway as a public thoroughfare.

### **IV. MAINTENANCE AND PERPETUAL CARE**

The City and/or its designated Contractor shall be responsible for the maintenance and repair of the driveways, buildings, water system, drainage and fences. The City and/or its designated Contractor shall also cut and maintain the grass areas, remove the leaves, trim and remove trees and shrubs, apply fertilizer as necessary, and in general maintain the cemetery as a place of natural beauty devoted to the burial of the dead.

The City and/or its designated Contractor shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker or planting placed by the owner. Further, the City and/or its

designated Contractor shall not contract or agree to give special care to any section, lot or burial space except as above provided. The City shall maintain the integrity of damaged historical markers, prior to January 1, 1875, through the perpetual care fund.

## **V. OPERATIONAL REGULATIONS**

The following operational regulations shall apply to all areas within the cemetery:

- a. Corners of all lots will be marked by the City, or its designated contractor, with permanent markers set flush with the ground surface, and these shall not be disturbed.
- b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.
- c. The City, or its designated contractor, shall have the right to remove from any lot any objects, including trees and shrubs and flower pots that are not in keeping with the appearance of the cemetery.
- d. Ironwork, seats, vases, and planters shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.
- e. Planters of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1<sup>st</sup>. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.
- f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.
- h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.
- i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.

## **VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS**

### **MONUMENTS**

Monuments will be permitted only on two adjoining side by side graves under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments shall be subject to the following conditions:

- a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1<sup>st</sup> will be held until conditions allow for installation.
- b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.
- c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.
- d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.
- e. No monuments shall be allowed in the flush sections.

### **MARKERS**

- a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.
- b. Individual markers can be sod set without a concrete foundation.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.



## **FLUSH MEMORIAL SECTION - F-NORTH ONLY**

- a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the "Flush Memorial Section".
- b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015**

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **VII. FUNERALS, INTERMENTS AND DISINTERMENTS**

### **INTERMENTS**

No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials to the dead.

No interment shall be made in Greenwood Cemetery until a proper burial permit has been issued, and until all other legally required permits have been issued by, and filed with, the proper authorities.

City personnel, or its designated contractor, will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vaults or caskets. Tents, lowering devices and other materials shall be furnished by the funeral director or vault company.

No grave shall be dug closer than six (6) inches from the line of any lot.

In all full burial interments, the casket shall be enclosed in a permanent outside container. Such outside container shall be installed by the funeral director, vault company, or the City's designated contractor.

In all interments of cremated remains, the container shall be installed by the City, its designated contractor, funeral director or vault company. The size of the container must be submitted with the request for burial.

All funerals within the cemetery shall be under the supervision of the City or its designated contractor. No burials are to be made on Sunday or legal holidays, except by permission of the Superintendent. Overtime charges will apply.

The City must be notified through the City Clerk or its designated contractor, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

Interments that involve preparation or follow-up work during other than regular working hours will be done at an additional charge for the overtime portion of the time required. The maximum charge shall not exceed the normal charges plus the weekend/holiday fee. This fee is in addition to the normal interment or disinterment fee charged during regular working hours.

Interments of the remains of any persons other than the owner or an immediate member of his/her family will be permitted only after the written consent of the owner or the owner's authorized agent has been filed with the City Clerk or the City's designated contractor. In case of a minor being the owner, the guardian may give consent upon proof of this authority to act.

Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the Superintendent to be proper under the circumstances. Such interments shall adhere to Section VIII Burial Rights Policy.

Up to two cremated remains may be placed in the same space if the owner of the grave space or his/her heirs purchase the right to such inurnments. Should the owner permit the burial of such cremated remains, only one additional memorial shall be permitted on the grave space and such memorial shall not be larger than 24 x 12 x 4 inches and installed at lawn level. Up to three (3) cremated remains (only) may be placed on a single grave space.

## **DISINTERMENTS**

Disinterment of a burial shall be facilitated by a Michigan licensed funeral director. Said funeral director shall obtain a permit for such removal from the local health officer of Oakland County. Said funeral director shall complete the removal form as required by the City or its designated contractor. Disinterment shall not commence until after issuance of the Oakland County permit is presented to the City or its designated contractor, approval for removal is granted by the City or its designated contractor, and

all applicable fees are paid. Such disinterments shall only be scheduled between June 15<sup>th</sup> and October 15<sup>th</sup> each year unless approved by the City. The grave space where the disinterment occurred shall immediately be returned to a safe condition.

## **VIII. BURIAL RIGHTS POLICY**

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet      one cremated remains

3 x 4 feet      two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

One burial right per grave (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

- or -

One cremated remains (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

## **IX. LOT RESALE POLICY**

All graves sold by the City after October 1, 2014 can only be returned to the City. Such graves cannot be transferred from the original purchaser to an unrelated third party. Graves can only be transferred to family according to the Rules of Consanguinity with supporting genealogical documentation.

All graves returned to the City shall receive 50% of the original purchase price from the Greenwood Cemetery Perpetual Care Fund. Upon return of the graves, the City may resell the graves.

(For the purpose this policy, immediate family shall mean the immediate family of the purchaser(s) – spouse, children, grandchildren, parents, siblings, nieces/nephews, grandparents, aunts/uncles, step-children.)

## **X. SCHEDULE OF FEES AND CHARGES**

Fees and other charges are as set forth in the Schedule of Fees, Charges, Bonds and Insurance.

## **XI. REVISIONS**

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

- October 18, 1971 Resolution No. 1434-71
- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15

ROBERTSON, JAMES &  
KATHLEEN

GREENWOOD CEMETERY  
Birmingham, Michigan  
BURIAL RIGHTS CERTIFICATE

THIS INDENTURE, made on 10/17/2012

BETWEEN

**SIMPSON, JAMES & KATHLEEN**  
**509 LEWIS, BIRMINGHAM MI 48009**

and

**ROBERTSON, PAUL & JAN**  
**779 S. BATES, BIRMINGHAM, MI 48009-0919**

hereinafter called the PURCHASER,

## WITNESSETH:

paid by the PURCHASER, receipt of what is acknowledged, has bargained and sold and by these presents does grant and convey unto the PURCHASER, and to his heirs and assigns forever, all burial rights on the listed sites of Greenwood Cemetery, in said city, according to the plat thereof on file in the office of the City Clerk and in the office of the Superintendent of said cemetery.

| Cemetery  | Section | Lot | Plot |
|-----------|---------|-----|------|
| Greenwood | FN      | 30  | 03   |
| Greenwood | FN      | 30  | 04   |

TO HAVE AND TO HOLD said burial rights to the PURCHASER, his heirs and assigns, to the sole and only proper use, benefit and behoof of said PURCHASER, his heirs and assigns forever. Same to be used for burial purposes only and subject to such ordinances, rules and regulations as are now or may be hereafter lawfully in force.

IN WITNESS WHEREOF, the CITY has caused this instrument to be executed under the corporate seal by its Clerk on 10/26/2012

In Presence of

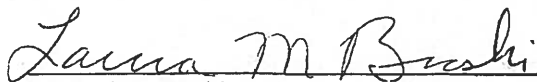
DOCUMENTATION ON FILE

SIMPSON, JAMES &amp; KATHLEEN

STATE OF MICHIGAN  
County of Oakland

On 10/26/2012 before me, a Notary Public, in and for said County, personally appeared Laura M. Broski, City Clerk of the City of Birmingham, known to me to be the person who executed the foregoing instrument and acknowledged that he executed the same for the use and purposes therein named named, and that he has lawful authority to execute same.

Clerk's Office  
City of Birmingham  
P.O. Box 3001  
151 Martin  
Birmingham, MI 48012

  
Laura M. Broski  
Notary Public, Macomb County, Michigan  
Acting in Oakland County, Michigan  
My Commission expires: 05/10/17



# City of Birmingham

*A Walkable Community*

October 26, 2012

Paul & Jan Robertson  
779 S. Bates St.  
Birmingham, MI 48009

Dear Mr. & Mrs. Robertson,

Enclosed is your deed for the transfer of a cemetery plots (Section FN, Lot 30, Grave 3,4) in Greenwood Cemetery from James & Kathleen Simpson. Please keep in mind section FN only allows flush makers. Please retain this deed in your files.

The purchase of cemetery plots is an important asset. We encourage you to include the plots in your Will and Testament. If you do not have a Will and Testament, please complete the enclosed Rights of Burial form and submit it to the City Clerk's Office.

A map of the cemetery has been included for your reference. If you have any questions, feel free to call the Clerk's Office at 248.530.1880.

Sincerely,

Sheila Brown

enclosure



**JAMES A. SIMPSON AND KATHLEEN G. SIMPSON**  
509 Lewis  
Birmingham, Michigan 48009

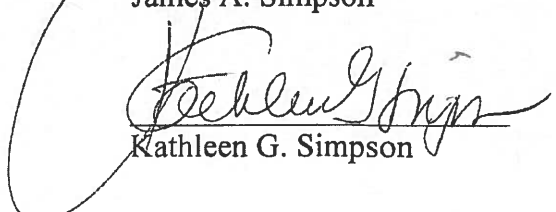
October 17, 2012

City Clerk  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48012

Dear Sir or Madam:

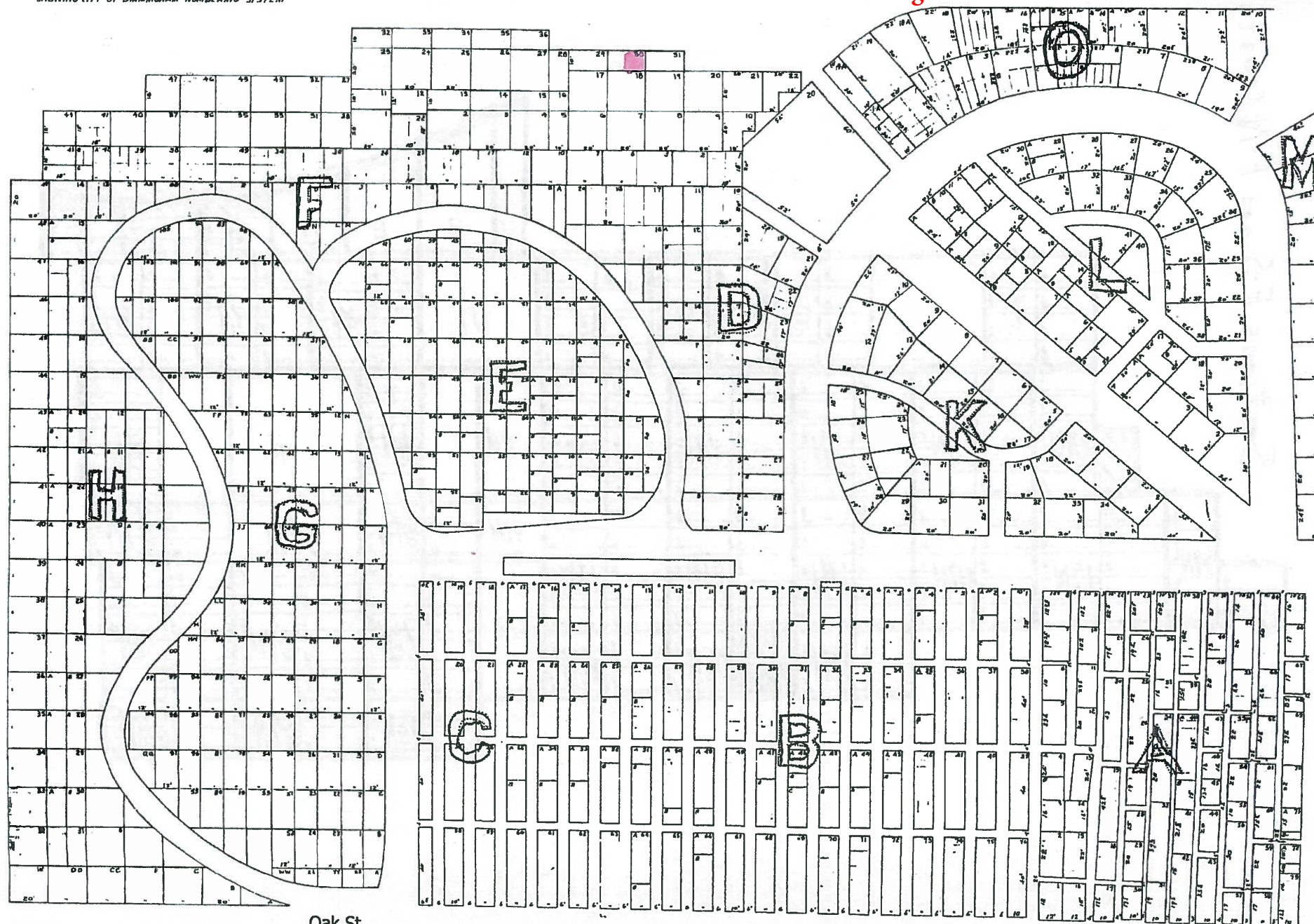
We hereby request the transfer of grave spaces numbered 3 and 4, Lot 30, Section F North in Greenwood Cemetery from us to Paul Robertson and Jan Robertson, husband and wife. Their residence address is 779 South Bates Street, Birmingham, Michigan 48009-1955. Please title the spaces in accordance with instructions from either Mr. or Mrs. Robertson.

Thank you.

  
James A. Simpson  
Kathleen G. Simpson

## SHOWING CITY OF BIRMINGHAM NUMBERING SYSTEM

N  
↑

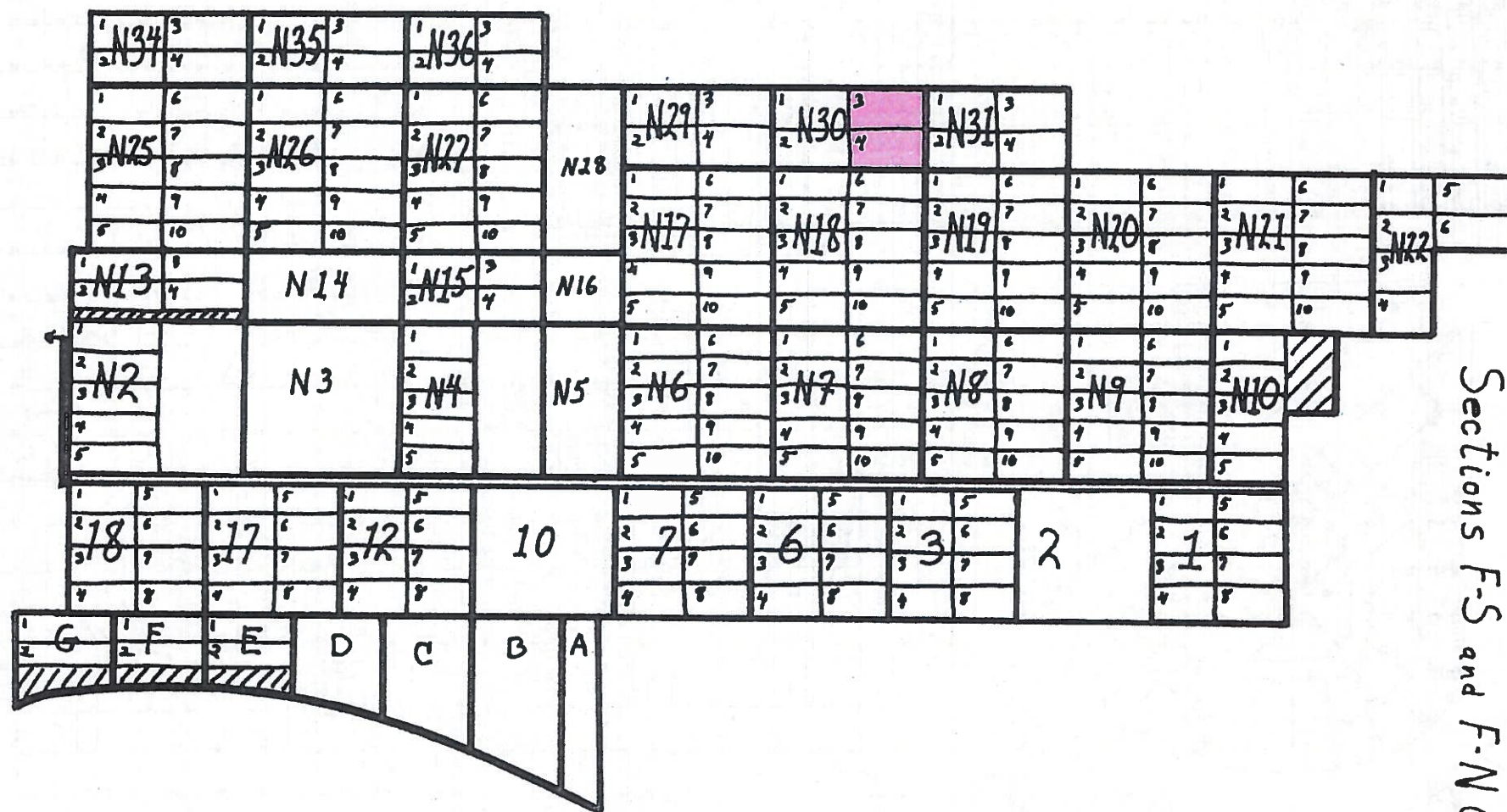


Oak St.

**MCC**



# Location of Robertson's graves



Sections F-S and F-N (east)

**CITY OF BIRMINGHAM  
GREENWOOD CEMETERY OPERATIONAL PROCEDURES,  
CONDITIONS AND REGULATIONS**

**I. DEFINITIONS:**

The following words and phrases, for the purposes of these sections, have the meanings respectively ascribed to them, except in those instances where the context clearly indicates a different meaning.

- a. "Cemetery" shall mean Greenwood Cemetery.
- b. "Superintendent" shall mean the City Manager or his/her designee.
- c. "Marker" shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.
- d. "Monument" shall denote a memorial stone or object of a size in excess of that of a marker.
- e. "Permanent outside container" shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.
- f. "Department" shall mean the Department of Public Services.
- g. "Memorial" shall mean monuments or markers.

**II. CONDUCT OF PERSONS**

Every person entering the cemetery shall be responsible for any damage caused by such person while within the cemetery. No person under eighteen years of age shall enter the cemetery grounds unless accompanied by an adult responsible for his/her conduct, or unless permission has been granted by the Superintendent.

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.
- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.

- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Advertise on cemetery grounds unless permitted by the City.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

### **III. TRAFFIC REGULATIONS**

All traffic laws of the City of Birmingham that are applicable to the operation of vehicles in cemeteries shall be strictly observed. Every person driving a vehicle into the cemetery shall be responsible for any damage caused by such vehicle.

No person shall:

- a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.
- b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.
- c. Turn a vehicle around within the cemetery except by following established driveways.
- d. Use a cemetery driveway as a public thoroughfare.

### **IV. MAINTENANCE AND PERPETUAL CARE**

The City and/or its designated Contractor shall be responsible for the maintenance and repair of the driveways, buildings, water system, drainage and fences. The City and/or its designated Contractor shall also cut and maintain the grass areas, remove the leaves, trim and remove trees and shrubs, apply fertilizer as necessary, and in general maintain the cemetery as a place of natural beauty devoted to the burial of the dead.

The City and/or its designated Contractor shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker or planting placed by the owner. Further, the City and/or its

designated Contractor shall not contract or agree to give special care to any section, lot or burial space except as above provided. The City shall maintain the integrity of damaged historical markers, prior to January 1, 1875, through the perpetual care fund.

## **V. OPERATIONAL REGULATIONS**

The following operational regulations shall apply to all areas within the cemetery:

- a. Corners of all lots will be marked by the City, or its designated contractor, with permanent markers set flush with the ground surface, and these shall not be disturbed.
- b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.
- c. The City, or its designated contractor, shall have the right to remove from any lot any objects, including trees and shrubs and flower pots that are not in keeping with the appearance of the cemetery.
- d. Ironwork, seats, vases, and planters shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.
- e. Planters of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1<sup>st</sup>. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.
- f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.
- h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.
- i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.



## **VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS**

### **MONUMENTS**

Monuments will be permitted only on two adjoining side by side graves under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments shall be subject to the following conditions:

- a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1<sup>st</sup> will be held until conditions allow for installation.
- b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.
- c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.
- d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.
- e. No monuments shall be allowed in the flush sections.

### **MARKERS**

- a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.
- b. Individual markers can be sod set without a concrete foundation.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

### **FLUSH MEMORIAL SECTION - F-NORTH ONLY**

- a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the "Flush Memorial Section".
- b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

### **FLUSH MEMORIAL SECTION - ~~AREAS PLOTTED AFTER JANUARY 1, 2015~~**

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **VII. FUNERALS, INTERMENTS AND DISINTERMENTS**

### **INTERMENTS**

No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials to the dead.

No interment shall be made in Greenwood Cemetery until a proper burial permit has been issued, and until all other legally required permits have been issued by, and filed with, the proper authorities.

City personnel, or its designated contractor, will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vaults or caskets. Tents, lowering devices and other materials shall be furnished by the funeral director or vault company.

No grave shall be dug closer than six (6) inches from the line of any lot.

In all full burial interments, the casket shall be enclosed in a permanent outside container. Such outside container shall be installed by the funeral director, vault company, or the City's designated contractor.

In all interments of cremated remains, the container shall be installed by the City, its designated contractor, funeral director or vault company. The size of the container must be submitted with the request for burial.

All funerals within the cemetery shall be under the supervision of the City or its designated contractor. No burials are to be made on Sunday or legal holidays, except by permission of the Superintendent. Overtime charges will apply.

The City must be notified through the City Clerk or its designated contractor, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

Interments that involve preparation or follow-up work during other than regular working hours will be done at an additional charge for the overtime portion of the time required. The maximum charge shall not exceed the normal charges plus the weekend/holiday fee. This fee is in addition to the normal interment or disinterment fee charged during regular working hours.

Interments of the remains of any persons other than the owner or an immediate member of his/her family will be permitted only after the written consent of the owner or the owner's authorized agent has been filed with the City Clerk or the City's designated contractor. In case of a minor being the owner, the guardian may give consent upon proof of this authority to act.

Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the Superintendent to be proper under the circumstances. Such interments shall adhere to Section VIII Burial Rights Policy.

Up to two cremated remains may be placed in the same space if the owner of the grave space or his/her heirs purchase the right to such inurnments. Should the owner permit the burial of such cremated remains, only one additional memorial shall be permitted on the grave space and such memorial shall not be larger than 24 x 12 x 4 inches and installed at lawn level. Up to three (3) cremated remains (only) may be placed on a single grave space.

## **DISINTERMENTS**

Disinterment of a burial shall be facilitated by a Michigan licensed funeral director. Said funeral director shall obtain a permit for such removal from the local health officer of Oakland County. Said funeral director shall complete the removal form as required by the City or its designated contractor. Disinterment shall not commence until after issuance of the Oakland County permit is presented to the City or its designated contractor, approval for removal is granted by the City or its designated contractor, and

all applicable fees are paid. Such disinterments shall only be scheduled between June 15<sup>th</sup> and October 15<sup>th</sup> each year unless approved by the City. The grave space where the disinterment occurred shall immediately be returned to a safe condition.

### **VIII. BURIAL RIGHTS POLICY**

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet      one cremated remains

3 x 4 feet      two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

One burial right per grave (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

- or -

One cremated remains (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

### **IX. LOT RESALE POLICY**

All graves sold by the City after October 1, 2014 can only be returned to the City. Such graves cannot be transferred from the original purchaser to an unrelated third party. Graves can only be transferred to family according to the Rules of Consanguinity with supporting genealogical documentation.

All graves returned to the City shall receive 50% of the original purchase price from the Greenwood Cemetery Perpetual Care Fund. Upon return of the graves, the City may resell the graves.

(For the purpose this policy, immediate family shall mean the immediate family of the purchaser(s) – spouse, children, grandchildren, parents, siblings, nieces/nephews, grandparents, aunts/uncles, step-children.)

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Fees and other charges are as set forth in the Schedule of Fees, Charges, Bonds and Insurance.

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The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

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- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15



**Attachment 4**



**Looking north toward ravine; Section F North on right side of flags, Section F on left side of flags**





Looking west along boundary between Section F (left) and F North (right)





Looking east along boundary between Section F (right side) and F North (left side)



WILLIAM B. HULBERT  
156 LINDEN ROAD  
BIRMINGHAM, MICHIGAN 48009

May 6, 1986

**Attachment 5**

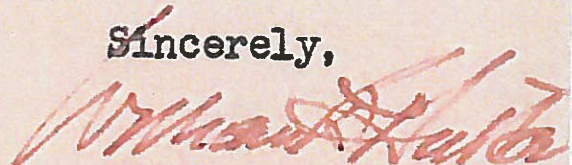
Clerks Office  
City of Birmingham  
Municipal Building  
151 Martin St.  
Birmingham, Mi

Attention: Judith A. Bienn

Dear Ms. Bienn:

Following an "on Site" inspection and review with Huey Lail, I'd like approval to have an above ground level gravestone placed on grave 5, lot 2, section F at Greenwood Cemetery. The marker, to be in keeping with surrounding stones, will face South, and as it will be located on grave 5, we would not use this burial plot in the future. The cemetery deed for graves 1 through 5 is dated January 7, 1986. Huey has indicated no objection to approval of this request.

Sincerely,



William B. Hulbert

156 Linden Rd.  
Birmingham 48009

Home 644-1692  
Office 258-6866



|                    |                |    |    |                           |                     |                |   |
|--------------------|----------------|----|----|---------------------------|---------------------|----------------|---|
| NAME OF LOT OWNER  |                |    |    | P. C.                     | SECTION             | LOT            |   |
| B. Hulbert         |                |    |    |                           | F-N                 | 2              | 5 |
| ADDRESS            |                |    |    | NEW LOT OWNERS            |                     | ADDRESS        |   |
| 156 Linden - 48009 |                |    |    |                           |                     |                |   |
| GRAVE NO.          | DATE OF BURIAL |    |    | NAME OF PERSON BURIED     | RESIDENCE           | TYPE OF BURIAL |   |
|                    |                |    |    |                           |                     |                |   |
| 4                  | 1              | 10 | 86 | Natalie S. Hulbert        | Marker 10/86 - gr 5 | Cremains       |   |
| 3                  | 11             | 7  | 88 | William B. Hulbert        |                     |                |   |
| 2                  | 6              | 20 | 14 | Christine Hulbert R Hedge |                     |                |   |

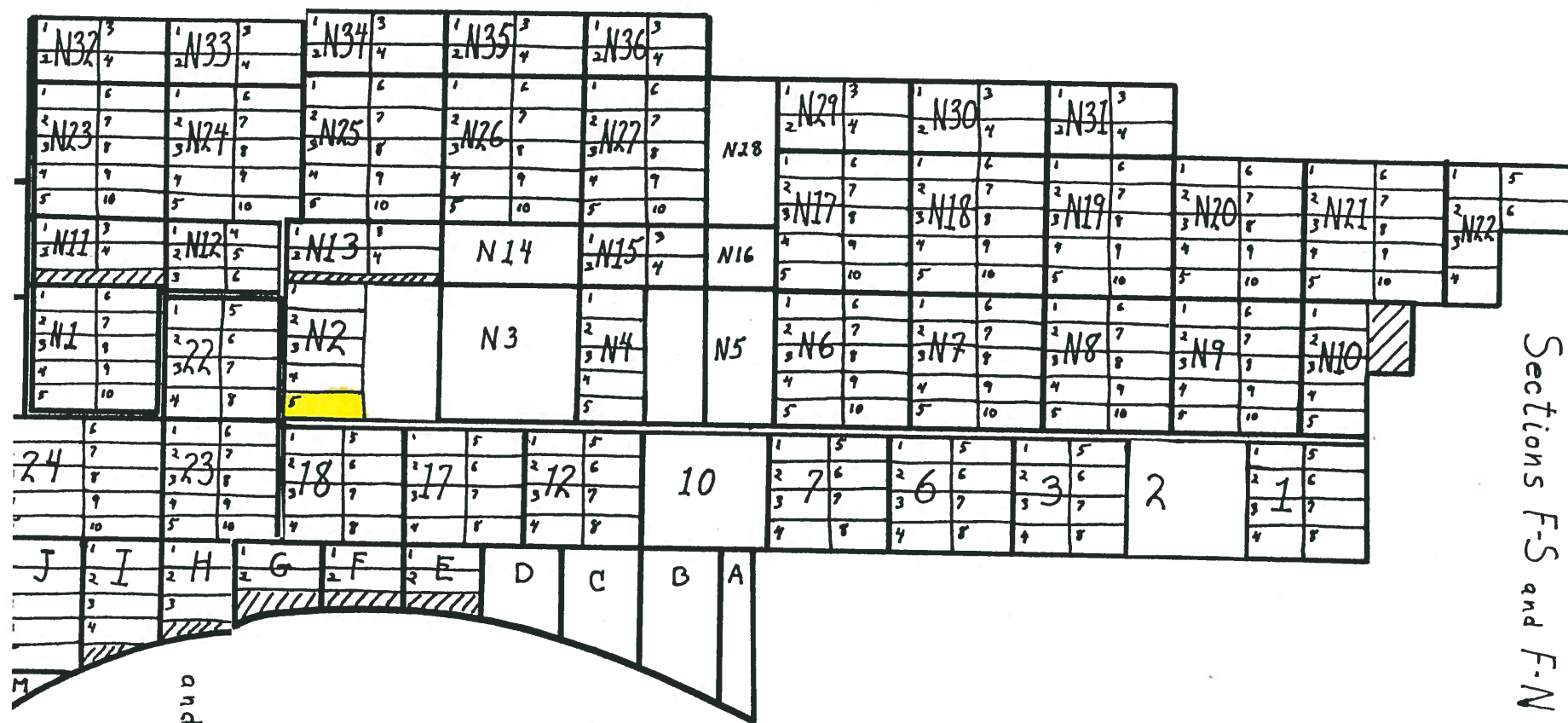
5-6-86

Mr. Hulbert was given permission by Huey to use grave space 5 to place an upright monument.

Mr. Hulbert was advised to send a letter requesting that this grave be used for this purpose.

Judy See letter in file

# Location of Hulbert monument in Section F North, Lot 2, grave 5



Sections F-S and F-N (east)

and F-N (west)

## Attachment 6

AGNES A. STENGER TRUST  
970 Pilgrim  
Birmingham, MI 48009

CITY OF BIRMINGHAM

Birmingham City Commission  
% Mayor Henry Forster  
151 Martin  
Birmingham, MI 48009

re: Request for Monument at Greenwood Cemetery

Dear Mr. Mayor and Commission Members:

On behalf of my brothers and sister, we hereby request your approval to install a single, raised monument at the burial sites of our deceased parents, Edward A. Stenger (died September 4, 1984) and Agnes A. Stenger (died July 4, 1990). They are buried in grave spaces 3 and 4 of Section F-North, Lot 18 at Greenwood Cemetery. In addition, we own the adjoining space #5 which is reserved for our sister.

It is our understanding that this section of the cemetery is limited by an ordinance passed several years ago to grave markers that are flush to the ground, presumably for more efficient landscape maintenance. This section of the cemetery is relatively new and represents probably less than 5% of the overall cemetery area. Because of surrounding residences and topographical depressions immediately north of this section, I assume that the cemetery will not be able to expand.

Notwithstanding the ordinance, we believe there are several special factors that we ask you to consider in granting our request to honor our parents.

1. Our parents built our family home on Pilgrim in 1942 and lived there until their respective deaths. Stenger family ownership of the home will continue as my wife and I will shortly acquire it from the estate.
2. In their own quiet ways my parents contributed to the Birmingham tradition by the care and pride they took in their property and by their community involvement, particularly with Holy Name Church.
3. Except for one brother, all my siblings continue to live in the Birmingham area plus several married nephews and nieces.
4. The cemetery area in question is small and has few trees or other landscaping that inhibit lawn maintenance. Given the overall maintenance requirements of the cemetery, the cost savings in this small area attributable to flush grave markers cannot be very great. Accordingly, an exception to the ordinance along the lines that we propose would have a negligible impact on either cost or workload.



continued:

Page 2

Birmingham City Commission

5. Many of the spaces in this section have already been used. I do not believe granting an exception here, where circumstances warrant, will lead to a rush to do so for other spaces already in use or prospectively because of the cost factors involved and/or lack of interest by heirs.
6. There is precedent for granting approval for a raised monument in this section. Several weeks ago while visiting the cemetery I met a Mrs. Ward. Her daughter died several years ago and is buried only about 25 feet from my parents. Mrs. Ward indicated that because her family owned several adjacent grave spaces they were granted permission to install a raised monument. Another raised monument nearby is for Mr. Charles Baer, a long-time friend and neighbor of my parents.

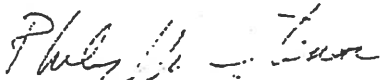
We propose to install a raised stone (marble or granite) monument approximately 3 feet wide by 2 1/2 feet high by 6-12 inches deep which would be positioned and used for all 3 grave spaces. It would rest on a concrete pad that would be flush to the ground and would extend all around from 4-6 inches beyond the footprint of the monument itself. This would allow for mowing equipment to easily maneuver around the monument. We would bear all costs of installation.

We are aware of periodic acts of vandalism that have occurred in the cemetery. Obviously this is a social concern that goes beyond the ability of the police to guard the cemetery. We understand that the City is limited in preventing this type of behavior and we are willing to bear the risk of damage that may occur.

We would appreciate your consideration and response to our request as soon as possible so that we may finalize plans and close out the estate. If you have any questions, please feel free to write me at the above address or call me at my office (774-5130) or at my home (334-4139).

Thank you very much for your consideration in this matter.

Very truly yours,



Philip M. Stenger on behalf of  
Edward J. Stenger  
Mary Jo Stenger  
James P. Stenger

Request denied 9/24/90  
Resolution # 9-637-90

September 13, 1990

Memo

To: Tom Markus, City Manager  
From: Judy Benn, City Clerk  
Re: Request for Monument in Greenwood Cemetery

A letter was received on September 13 from Mr. Philip M. Stenger requesting permission to construct a monument on his parents grave in the F-North section of Greenwood Cemetery. I reviewed some of the statements made by Mr. Stenger regarding the Ward and the Baer monuments, neither of which is in the F-North section (see attached map).

The Rules and Regulations for the cemetery were adopted by the City Commission on October 18, 1971 and they state that flush memorials may only be placed in the F-North Section.

Huey Lail of the Department of Public Services told me that to his knowledge there are no upright markers in the F-North section. This restriction was placed on F-North to facilitate maintenance by the DPS so you may want input from them.

My only concern is in setting a precedent since we have told many people in the past that they cannot put an upright marker in this section. In fact, when the graves were purchased we told them that only flush markers would be allowed.

jb  
attachments

Stenger's own 3, 4, 5

Edward Stenger is in 4 with a marker  
Mrs S. is in 3  
5 is empty

8:28

**9-636-90: QUARTON LAKE NEIGHBORHOOD ASSOCIATION - PURCHASE OF RECEPTACLES AND BENCHES FOR QUARTON LAKE**

**MOTION:** Motion by Siewert, supported by Martin:

To concur in the recommendation of the City Manager and Director of Public Services; to accept the donation of five (5) wooden benches and trash receptacles from the Quarton Lake Estates Association; to authorize the Department of Public Services to purchase and install the receptacles and benches; to obtain and mount appropriate brass plaques to recognize the donation; and to bill the Quarton Lake Neighborhood Association for the purchases.

Commissioner Judd asked the feasibility of purchasing benches made out of recycled material.

Mr. Donald Carney, President of the Quarton Lake Neighborhood Association, stated that they were unaware of benches made of recycled materials.

The Director of Public Services advised that the benches would be available; however, they would not be as attractive as the ones chosen by the association.

Commissioner Siewert suggested that the City purchase one of the benches to be placed in a high traffic area.

**VOTE:** Yeas, 7 Nays, None

Mr. Carney presented the Mayor with a check in the amount of \$2,508 for the purchase of these benches and receptacles.

8:34

**9-637-90: REQUEST FOR MONUMENT IN GREENWOOD CEMETERY**

Report received from the City Clerk regarding a request from Mr. Phillip Stenger to install a raised monument on his parents' graves in the flush memorial section of Greenwood Cemetery.

The Director of Public Services stated that the cemetery rules and regulations were adopted by the City Commission in 1971 and they could be changed; however, he did indicate that it may cause problems since other people have already placed flush markers in that section when they may have preferred to install one above ground.

Mr. Stenger addressed the Commission regarding his request and asked that he be granted a variance, or, if this is not feasible, the Commission change the policy.

No action taken.

8:43

**9-638-90: REAPPOINTMENTS TO THE ADVISORY PARKING COMMITTEE**

**MOTION:** Motion by Lanzetta, supported by Siewert:

To reappoint Lawrence Moss, James Peabody and Joseph Rivard to the Advisory Parking Committee for three-year terms to expire September 4, 1993.

**VOTE:** Yeas, 7 Nays, None

8:44

**9-639-90: THOMAS FAYLOR RE: CABLE TV**

Communication dated September 6, 1990, received from Thomas Faylor, 592 Frank Street, expressing concern with audio transmission of City Commission meetings.

Commissioner Siewert referred to a memo from the City Manager which suggests that people wishing to address the Commission be asked to step up to the microphone. It was also suggested that a microphone be placed at the back of the room as well.

Mr. Faylor's letter was referred to the Cablecasting Board.

- 1433-71 -

Report received from the City Manager and Superintendent of the Department of Parks and Recreation, recommending a revision of Greenwood Cemetery procedures and regulations; the major changes being:

1. The inclusion of a definition section,
2. Clarification of maintenance practices, and
3. The requirement that in all adult interments the casket be enclosed in a permanent, outside vault.

The report included a recommendation that following the removal or modification of the President's Wage and Price Freeze, there be an adjustment of rates and charges for services of the Cemetery.

- 1434-71 -

Moved by Commissioner Kelly,  
Seconded by Commissioner Moxley, that Resolution #480-65, be rescinded and that the following regulations be approved and adopted:

## CITY OF BIRMINGHAM

GREENWOOD CEMETERY OPERATIONAL PROCEDURES, CONDITIONS  
AND REGULATIONSDEFINITIONS:

The following words and phrases, when used, the following sections shall, for the purposes of these sections, have the meanings respectively ascribed to them, except in those instances where the context clearly indicates a different meaning.

- a. "Cemetery" shall mean Greenwood Cemetery.
- b. "Superintendent" shall mean the Superintendent of Parks and Recreation and any subordinate designated by him.
- c. "Marker" shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.
- d. "Monument" shall denote a memorial stone or object of a size in excess of that of a marker.
- e. "Permanent outside container" shall be a container which encloses a casket. The following are considered permanent outside containers: Concrete boxes; concrete, copper or steel burial vaults.
- f. "Department" shall mean, Department of Parks and Recreation.

- XI -

10-18-71

CONDUCT OF PERSONS

Every person entering the cemetery shall be responsible for any damage caused by such person while within the cemetery. No person under eighteen years of age shall enter the cemetery grounds unless accompanied by an adult responsible for his conduct, or unless permission has been granted by the Superintendent.

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 a.m. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.
- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by the City employees.
- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, except by permission of the Superintendent.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry any refreshments or intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Use any form of advertising on cemetery grounds.
- i. Conduct himself in any other than a quiet and respectful manner while on the cemetery grounds.

TRAFFIC REGULATIONS

All traffic laws of the City of Birmingham that are applicable to the operation of vehicles in cemeteries shall be strictly observed. Every person driving a vehicle into the cemetery shall be responsible for any damage caused by such vehicle.

No person shall:

- a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.
- b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.
- c. Turn a vehicle around within the cemetery except by following established driveways.
- d. Use a cemetery driveway as a public thoroughfare.

MAINTENANCE AND PERPETUAL CARE

The City shall be responsible for the maintenance and repair of the driveways, buildings, water system and fences. The City shall also cut and maintain the grass areas, rake the leaves, trim and remove trees and shrubs, apply fertilizer as necessary, and in general maintain the cemetery as a place of natural beauty devoted to the burial of the dead.

Special services performed at a property owner's request, such as planting of trees, shrubs or flowers, resodding, painting or repairing privately owned benches or urns and similar work will be performed at the property owner's expense by the City at regular rates established by the City.

The City shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker or planting placed by the owner. The City shall not contract or agree to give special care to any section, lot or burial space except as above provided.

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

OPERATIONAL REGULATIONS

The following operational regulations shall apply to all areas within the cemetery:

- a. Corners of all lots will be marked by the City with permanent markers set flush with the ground surface, and these shall not be disturbed.
- b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.
- c. The City shall have the right to remove from any lot any objects, including trees and shrubs and flower pots, that, in the opinion of the Superintendent are injurious to the appearance of the cemetery.
- d. Ironwork, seats, vases, and urns shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.
- e. Urns of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1st. Urns so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.
- f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him to act in his stead in matters pertaining to the cemetery.



g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City from all obligation to resod without extra charge therefore. The planting of spirea, rosebushes, peonies, or shrubs that grow over three feet in height, will not be permitted.

h. As soon as flowers, floral pieces, potted plants, artificial flowers, flags, emblems, etc., used at funerals or placed on graves at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed.

i. The Superintendent reserves the right to remove from beds, graves, vases, urns, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.

#### MONUMENTS, GRAVE MARKERS AND FOUNDATIONS FOR SAME

Monuments will be permitted only on lots having 90 or more square feet of area under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments and markers shall be subject to the following conditions:

- a. Each monument or marker shall be supported on a concrete foundation not smaller than the base of the monument or marker it supports and not less than forty-two (42) inches deep below ground surface. Such foundation shall be constructed only by the City after payment therefor has been made. Monument and marker foundations will be constructed twice each year. Requests received prior to Memorial Day. Requests received at a later date will be accomplished. Requests received after October 15, will be held until the following May.
- b. No monument or marker shall be placed closer to the boundary of any lot than one (1) foot therefrom.
- c. Markers shall not exceed 1-1/2 feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.
- d. Designs for monuments or markers must be submitted to the Superintendent or to a person designated by him to act in his stead, when application is made for construction of foundations.
- e. No monument or marker of artificial stone, sandstone, limestone, or soapstone will be permitted.

- f. All contractors and workmen engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments or markers shall be started that cannot be completed, including the cleaning up and removal of debris, by the time of cessation of work on the Saturday (or May 29th) following the start of such work.

#### FLUSH MEMORIAL SECTION - F NORTH ONLY

- a. No plantings, structures, or flower receptacles (except as otherwise noted) shall be placed or constructed by anyone other than employees of the Department of Parks and Recreation in the area of Greenwood Cemetery designated as the "Flush Memorial Section".
- b. Such plantings as may be installed by the Department of Parks and Recreation employees shall be limited to areas set aside for that purpose.
- c. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.
- d. Cut flower receptacles of metal or other durable material will be permitted only when installed flush with the ground level.

#### FUNERALS AND INTERMENTS

No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials to the dead.

In all adult interments, the casket shall be enclosed in a permanent outside containers and shall be installed by the funeral director or vault company.

All funerals within the cemetery shall be under the supervision of the Department. No burials are to be made on Sunday or legal holidays, except by permission of the City Manager or by a person authorized by him to act in his stead.

The Department must be notified through the City Clerk, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to prepare the grave.

Department personnel will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vault or casket. Tents, lowering devices and other materials shall be furnished by the funeral director or vault company.

No grave shall be dug closer than six (6) inches from the line of any lot.

No interment shall be made in Greenwood Cemetery until a proper burial permit has been issued, and until all other legally

required permits have been issued by, and filed with, the proper authorities.

Interments of the remains of any persons other than the owner or an immediate member of his family will be permitted only after the written consent of the owner or the owner's authorized agent has been filed with the City Clerk. In case of a minor being the owner, the guardian may give consent upon proof of this authority to act.

Disinterment shall not be made without first obtaining a permit for the removal from the local health officer of Oakland County. Such request for removal is to be made upon such forms as may be provided, and shall include such information as may be required, by the local health officer.

#### SCHEDULE OF FEES AND CHARGES

Fees and charges are as recorded in the City Code

#### SINGLE GRAVES

Single grave spaces may be secured in sections set aside for that purpose. In these sections, there shall be no choice of location or reservation for future use, as spaces must be filled in regular order...

The following burial spaces are hereby set aside for sale as single graves:

SECTION H, Lots 6, 31, 32, 33 and 34.

#### SECTION IV

The following burial spaces are hereby set aside for the interment of destitute residents of Birmingham:

SECTION G, Lot 24, SECTION H, Lots B, C, G, CC, DD, and W. In these lots the burial spaces shall be filled in order of use.

Yeas: - 7

Nays: - 0

- 1435-71 -

Report received from the City Manager and Chief of Police describing types of bicycle racks that could be provided in the uptown area, and recommending the installation of a select number of bicycle racks, strategically located in the uptown area.

Locations suggested were the northwest corner of Martin and Pierce and the northwest corner of Martin and Henrietta.

Mrs. Dorothy Conrad from the audience, directed attention to the bicycle traffic on Hamilton near an ice cream parlor, and suggested a rack in that location.

- 1436-71 -

Moved by Commissioner Dorsey,  
Seconded by Commissioner Kelly, that the concept of installation of bicycle racks in the Central Business District

- XVI -

10-18-71

## **VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS**

### **MONUMENTS**

Monuments will be permitted only on two adjoining side by side graves under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments shall be subject to the following conditions:

- a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1<sup>st</sup> will be held until conditions allow for installation.
- b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.
- c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.
- d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.
- e. No monuments shall be allowed in the flush sections.

### **MARKERS**

- a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.
- b. Individual markers can be sod set without a concrete foundation.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

### **FLUSH MEMORIAL SECTION - F-NORTH ONLY**

- a. No structures shall be placed or constructed by anyone other than employees of the City or its designated contractor in the area of Greenwood Cemetery designated as the "Flush Memorial Section".
- b. Bronze or granite markers only, set flush with the turf, will be permitted in this section. No structures which would extend above the ground level shall be permitted.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

### **FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015**

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **VII. FUNERALS, INTERMENTS AND DISINTERMENTS**

### **INTERMENTS**

No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials to the dead.

No interment shall be made in Greenwood Cemetery until a proper burial permit has been issued, and until all other legally required permits have been issued by, and filed with, the proper authorities.

City personnel, or its designated contractor, will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vaults or caskets. Tents, lowering devices and other materials shall be furnished by the funeral director or vault company.

No grave shall be dug closer than six (6) inches from the line of any lot.

## Attachment 9



March 8, 2017

Paul & Jan Robertson  
779 S. Bates  
Birmingham, MI 48009

Our records indicate that you own a grave or graves in Section F North of Greenwood Cemetery in the City of Birmingham. The City is considering a policy change to potentially allow for the installation of raised headstones in Section F North. As the City considers this change, it would welcome your input on this matter.

Our office is contacting you to determine your level of interest in replacing a current flush marker, if already installed, with an upright marker in the future. Alternatively, if you have not yet utilized your space(s), would you be interested in an upright marker rather than the current flush marker now permitted?

Please indicate your preference below and return to the City of Birmingham Clerk's Office in the enclosed, postage-paid envelope by March 20, 2017.

If you have any questions, please contact the Clerk's Office at 248-530-1880 or [carft@bhamgov.org](mailto:carft@bhamgov.org).

Thank you for your participation in this survey.

City of Birmingham  
Clerk's Office



Yes, I would prefer to install an upright marker on my grave(s) currently or in the future.



No, I would not install an upright marker on my grave(s) currently or in the future.

Authorized signature

Date

3/19/2017





# City of Birmingham

A Walkable Community

March 8, 2017

Nancy Barkley  
117 Crane Ct.  
Aiken, SC 29803

Our records indicate that you own a grave or graves in Section F North of Greenwood Cemetery in the City of Birmingham. The City is considering a policy change to potentially allow for the installation of raised headstones in Section F North. As the City considers this change, it would welcome your input on this matter.

Our office is contacting you to determine your level of interest in replacing a current flush marker, if already installed, with an upright marker in the future. Alternatively, if you have not yet utilized your space(s), would you be interested in an upright marker rather than the current flush marker now permitted?

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Thank you for your participation in this survey.

City of Birmingham  
Clerk's Office

? ☒ *As my markers are in place - cost would be my final determinant. I'll go with the majority.*

☐ Yes, I would prefer to install an upright marker on my grave(s) currently or in the future.

☐ No, I would not install an upright marker on my grave(s) currently or in the future.

*Nancy A. Barkley*  
Authorized signature

*3/14/17*  
Date



March 8, 2017

Gerald C. Timmis III  
830 Bates  
Birmingham, MI 48009

Our records indicate that you own a grave or graves in Section F North of Greenwood Cemetery in the City of Birmingham. The City is considering a policy change to potentially allow for the installation of raised headstones in Section F North. As the City considers this change, it would welcome your input on this matter.

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Thank you for your participation in this survey.

City of Birmingham  
Clerk's Office



Yes, I would prefer to install an upright marker on my grave(s) currently or in the future.

No, I would not install an upright marker on my grave(s) currently or in the future.

Authorized signature

Date



March 8, 2017

Ruth Roberts  
763 W. Maple Rd  
Birmingham, MI 48009

Our records indicate that you own a grave or graves in Section F North of Greenwood Cemetery in the City of Birmingham. The City is considering a policy change to potentially allow for the installation of raised headstones in Section F North. As the City considers this change, it would welcome your input on this matter.

Our office is contacting you to determine your level of interest in replacing a current flush marker, if already installed, with an upright marker in the future. Alternatively, if you have not yet utilized your space(s), would you be interested in an upright marker rather than the current flush marker now permitted?

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Thank you for your participation in this survey.

City of Birmingham  
Clerk's Office

☐ Yes, I would prefer to install an upright marker on my grave(s) currently or in the future.

☒ No, I would not install an upright marker on my grave(s) currently or in the future.

Ruth Roberts  
Authorized signature

3/14/2017  
Date



# City of Birmingham

A Walkable Community

March 8, 2017

Patrick Lynch  
4525 Charing Cross  
Bloomfield Hills, MI 48304

Our records indicate that you own a grave or graves in Section F North of Greenwood Cemetery in the City of Birmingham. The City is considering a policy change to potentially allow for the installation of raised headstones in Section F North. As the City considers this change, it would welcome your input on this matter.

Our office is contacting you to determine your level of interest in replacing a current flush marker, if already installed, with an upright marker in the future. Alternatively, if you have not yet utilized your space(s), would you be interested in an upright marker rather than the current flush marker now permitted?

Please indicate your preference below and return to the City of Birmingham Clerk's Office in the enclosed, postage-paid envelope by March 20, 2017.

If you have any questions, please contact the Clerk's Office at 248-530-1880 or [carft@bhamgov.org](mailto:carft@bhamgov.org).

Thank you for your participation in this survey.

City of Birmingham  
Clerk's Office



Yes, I would prefer to install an upright marker on my grave(s) currently or in the future.



No, I would not install an upright marker on my grave(s) currently or in the future.

*Patrick E. Lynch*  
Authorized signature

3-13-17

Date





March 8, 2017

Guy DiPlacido  
726 Lakeside  
Birmingham, MI 48009

Our records indicate that you own a grave or graves in Section F North of Greenwood Cemetery in the City of Birmingham. The City is considering a policy change to potentially allow for the installation of raised headstones in Section F North. As the City considers this change, it would welcome your input on this matter.

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City of Birmingham  
Clerk's Office

☒ Yes, I would prefer to install an upright marker on my grave(s) currently or in the future.

☐ No, I would not install an upright marker on my grave(s) currently or in the future.

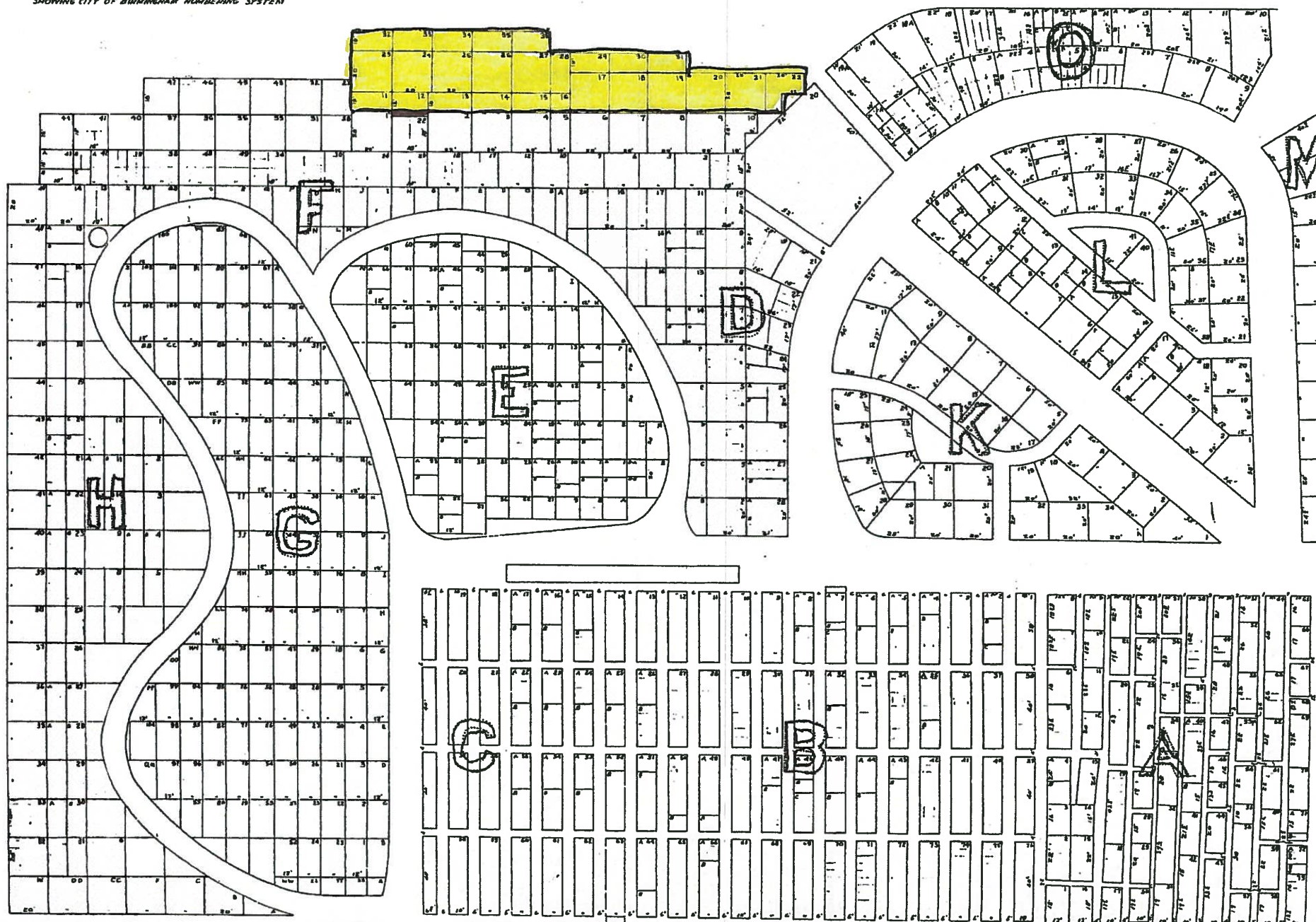
Authorized signature

Date

**GREENWOOD CEMETERY**  
SHOWING CITY OF BIRMINGHAM NUMBERING SYSTEM

SHOWING CITY OF BIRMINGHAM NUMBERING SYSTEM

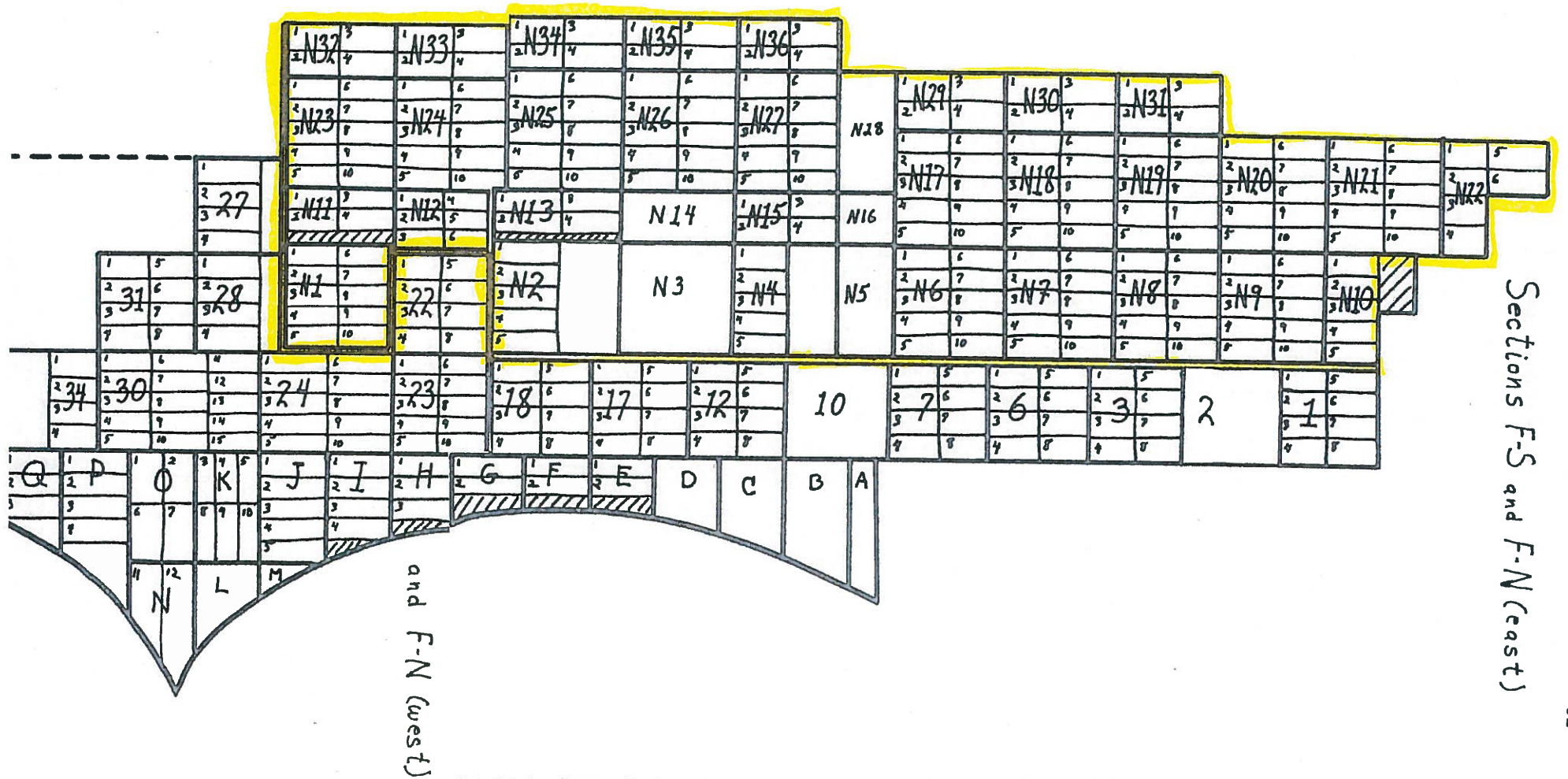
## Section F North



**Oak St.**



# Section F North outline





## NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, August 5, 2019, the Birmingham City Commission intends to appoint three regular members to the Advisory Parking Committee to serve three-year terms expiring September 4, 2022 (a resident shopper, a resident, and a representative of a professional firm in the parking assessment district) one regular member who is a restaurant owner in the parking assessment district to serve the remainder of a three-year term to expire 9/4/2020, one regular member who is a building owner in the parking assessment district to serve the remainder of a three-year term to expire 9/4/2021, and one alternate member to serve the remainder of a three-year term to expire 9/4/2020..

Interested citizens may submit an application available at the City Clerk's Office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's Office on or before noon on Wednesday, July 31, 2019. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and voter on appointments.

### Committee Duties

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

| Criteria/Qualifications of Open Position   | Date Applications Due<br>(by noon) | Date of Interview |
|--|------------------------------------|-------------------|
| <p>The majority of the members shall be residents.</p> <ul style="list-style-type: none"><li>• One member shall be a resident shopper in parking assessment district.</li><li>• One member shall be a representative of a professional firm within the parking assessment district.</li><li>• One member shall be a resident who does not qualify under the following categories: Downtown commercial representative of large retail, small retail, a professional firm, a building owner, a restaurant owner, or a downtown employee.</li><li>• One member shall be a restaurant owner within the parking assessment district.</li><li>• One member shall be a building owner within the parking assessment district.</li><li>• The alternate member shall own property, own a business or work in the parking assessment district.</li></ul> | 07/31/2019                         | 8/05/2019         |

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

**CITY OF BIRMINGHAM  
BOARD OF ETHICS  
ADVISORY OPINION REQUEST 2019-03**

**DECISION**

June 19, 2019

**I. FINDINGS OF FACT**

This case came before the Birmingham Board of Ethics at a hearing held on June 12, 2019. Among others present were Clinton Baller, the complainant, and Joseph Valentine, the respondent, who appeared in person and through his counsel, Michael Sullivan. The facts relevant to disposition of this matter are not in dispute.

Clinton Baller is a resident of the city of Birmingham. Joseph Valentine is the Birmingham City Manager. The complaint surrounds the preparation, letting, and award of a contract to develop a city-owned parcel located in the vicinity of Old Woodward and Bates Street in the heart of Birmingham. The project combines public aspects, particularly a substantial parking structure to replace an outmoded one, with private aspects that include commercial and residential uses. The total cost of the project is estimated to be \$127 million, approximately \$57.4 million of which represents the cost of the parking structure to be built as the first stage of the project. The rest of the project will be developed and constructed in successive stages.

To attract qualified developers, the city prepared and in March 2017 released a request for qualifications ("RFQ") by which it invited developers to submit their qualifications for submitting a proposal for the site. Following the RFQ, the city selected four entities to submit proposals for the site. It developed and in September 2017 issued a request for proposals ("RFP"). Three of the four entities submitted proposed development plans, one of which later dropped out of consideration. TIR Equities and Woodward Bates Partners were the remaining applicants. Their proposals were submitted to the Birmingham Ad Hoc Parking Development Committee.

The Ad Hoc Parking Development Committee reviewed the submissions and interviewed representatives of TIR Equities and Woodward Bates Partners. After considering the matter, the committee in May 2018 rejected the proposal from TIR Equities, voted to recommend the proposal from Woodward Bates Partners, and referred its recommendation to the Birmingham City Commission for further consideration.

In June 2018, the city commission adopted the recommendation of the Ad Hoc Parking Development Committee. The city then engaged an outside development consultant to help negotiate and finalize the Woodward Bates Partners proposal.

On January 28, 2019, seven months after the city commission rejected its proposal, the rejected bidder, TIR Equities, together with its individual owner filed a complaint in the United States District Court for the Eastern District of Michigan. *Darakjian v. City of Birmingham*, No. 2:19-cv-10277 (E.D. Mich.) (ECF Docket # 1, January 28, 2019). Despite the seven-month period between the city's action and

commencement of the litigation, plaintiffs alleged “the imminent likelihood of irreparable and permanent harm” and sought injunctive relief, a declaration of rights, and damages. *Id.* ¶¶ 10-12. The named defendants in the lawsuit are Woodward Bates Partners; the City of Birmingham; Birmingham City Commissioner and Birmingham Ad Hoc Parking Development Committee member Mark Nickita; and the Birmingham City Manager, Joseph Valentine, who is the Respondent in the instant matter before the Board of Ethics. Plaintiffs have sued Mr. Valentine in both his official and individual capacities. *Id.* ¶¶ 15-17. The case is at issue, and the defendants have filed motions for judgment on the pleadings. The motion has been briefed by all parties. The Board of Ethics is advised that the federal district court has not set a hearing date for oral argument on the motions.

Among the rationales expressed in their complaint, plaintiffs allege that “[b]y closely involving key members of the selected bidder’s ownership and team in the City’s own private development of the Project itself, of the RFQ, and of the RFP, Defendants ran afoul of [sections 2-324(a)(1) and (8) of the city’s code of ethics].” *Id.* ¶ 32. Plaintiffs allege that the violation of those provisions amounts to a deprivation of their constitutional due process rights under the federal civil rights statute applicable to decisions of state and local governments, 42 U.S.C. § 1983. *Id.* ¶¶ 73, 77. (Plaintiffs’ complaint mistakenly cites variously to “48 U.S.C. § 1983” and “28 U.S.C. § 1983.”)

In response to the city’s and Mr. Valentine’s motion for judgment on the pleadings, plaintiffs took the position that the city and Mr. Valentine permitted a conflict of interest to occur, a conflict which plaintiffs assert “[a]t the very minimum . . . should have been openly disclosed, publicly debated, and transparently addressed by the City.” *See* Plaintiffs’ Response in Opposition to the City Defendants’ Motion for Judgment on the Pleadings, *Darakjian v. City of Birmingham, supra* (ECF docket # 19, April 12, 2019), at 2. In their subsequent reply brief to the court, the city and Mr. Valentine argued that because the ethics ordinance allows an aggrieved person to request an advisory opinion on a claimed ethics violation, plaintiffs should have requested that advisory opinion from the Board of Ethics before the city awarded the development agreement contract to Woodward Bates Partners. *See* Government Defendants’ Reply Brief, *Darakjian v. City of Birmingham, supra* (ECF docket # 21, April 29, 2019), at 7.

On May 10, 2019, less than two weeks after the reply brief of the city and Mr. Valentine was filed in federal court, and relying on the same subsections of the city’s code of ethics as advanced in the litigation, Mr. Baller filed with the Birmingham City Clerk ethics Complaint No. 2019-01 against Mr. Valentine and, collectively, the city’s Ad Hoc Parking Development Committee and the City Commission. Acting under Rules of Procedure 301 and 302, the City Clerk on May 15, 2019 administratively dismissed Complaint No. 2019-01 as to the City Commission and the Ad Hoc Parking Development Committee, determining correctly that the ethics ordinance applies to “city officials and employees” but not to the city commission or any city committee or advisory board as a body. *See* J. Cherilynn Mynsberge Letter to Clinton Baller (May 15, 2019). The next day, Mr. Baller acknowledged the dismissal (*see* Clinton Baller e-mail to Cherilynn Mynsberge (May 16, 2019, 8:45 a.m.)), and he promptly filed a replacement complaint against Mr. Valentine solely, docketed as the instant Complaint No. 2019-03.

As does the federal court litigation in part, Mr. Baller’s complaint to the Board of Ethics now focuses on Mr. Valentine’s role in the development and approval of the RFP.

Specifically, Mr. Baller alleges that Mr. Valentine “approved issuance of the RFP” for the project “that was written with the substantial assistance of architect Victor Saroki and his firm, and then allowed a development group that includes Mr. Saroki and his firm to respond to the RFP.” Complaint, ¶ 2. Although Mr. Baller’s complaint does not specifically allege that Mr. Saroki has any role with the successful bidder, Woodward Bates Partners, the federal court complaint does. (*See Darakjian* complaint, *supra*, ¶ 30). For purposes of this decision, we thus assume without deciding that Mr. Saroki had a role, though we do not opine on the extent of that role.

Mr. Baller asserts generally that Mr. Valentine’s approval of the RFP violated section 2-321 of the ethics ordinance. That section provides in relevant part:

City officials and employees are bound to observe in their official acts the highest standards of morality and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their conduct in both their official and private affairs should be above reproach.

City of Birmingham Code of Ethics, § 2-321. Furthermore, “All city officials and employees shall safeguard public confidence by being honest, fair, and respectful of all persons and property with whom they have contact, by maintaining non-partisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials.” *Id.*

Specifically, Mr. Baller also contends that Mr. Valentine’s approval of the RFP violated two parts of section 2-324(a), which provide as follows.

- (1) No official or employee of the city shall divulge to any unauthorized person, confidential information acquired in the course of employment in advance of the time prescribed for its authorized release to the public.

....

- (8) No official or employee of the city shall use, or attempt to use, his or her official position to secure, request or grant unreasonably any special consideration, privilege, exemption, advantage, contract or preferential treatment for himself, herself, or others, beyond that which is available to every other citizen.

*Id.* § 2-324(a)(1), (8). These are the identical provisions of the code of ethics that plaintiffs in the federal court litigation allege as grounds for recovery of damages from, and equitable relief against, Mr. Valentine.

## II. QUESTION PRESENTED

Were we to decide this case on the merits, we might frame the question based upon the complaint as:

Did the Birmingham City Manager violate the city's code of ethics by approving the city's issuance of a request for proposals from developers to develop the Old Woodward and Bates Street project where a member of one of those developers played a role in drafting the request for proposals?

For other reasons, we frame the question as follows:

May the Board of Ethics dismiss a complaint under Rule 302(b) of the procedural rules when a court complaint has been filed against the respondent regarding the same subject matter?

### **III. ANSWER AND ANALYSIS**

Yes. The Board of Ethics may dismiss an ethics complaint that is the subject of another complaint, in this case being a civil complaint filed in United State District Court for the Eastern District of Michigan, regarding the same matter. The applicable rule of procedure provides as follows:

The board may administratively dismiss a complaint for either of the following reasons:

- (i) One or more complaints or requests for advisory opinions regarding the same matter are pending.
- (ii) The board previously addressed the subject matter.

Board of Ethics Procedural Rules, Rule 302(b).

The federal court complaint was the first one filed; the lawsuit began three and one-half months before Mr. Baller filed his complaint with the Board of Ethics. Mr. Baller knew the federal court case was pending because he properly disclosed its existence in his complaint. See Complaint 2019-03, ¶ 4.

Both complaints are against Mr. Valentine, though, of course, the federal court complaint names additional other defendants. Plaintiffs there have sued Mr. Valentine for damages in both his individual and official capacities. Among their theories of liability, plaintiffs specifically assert violations of the same provisions of the ethics ordinance as Mr. Baller asserts in his complaint. We hold that reasons of judicial economy, deference to the court, respect for the monetary and equitable claims pending against Mr. Valentine, timing of the respective complaints, and the need to avoid inconsistent adjudications weigh in favor of dismissal.

Mr. Baller contended at the hearing that Rule 302's reference to "[o]ne or more complaints" means solely complaints filed with the Board of Ethics. We do not read the rule so narrowly. The ethics complaint form issued by the Birmingham City Clerk requires a complainant to disclose other pending complaints by answering the following question:



4. Are you aware of any civil, criminal, or administrative action pending that involves the same parties as alleged in this complaint which involves substantially the same subject matter?

Complaint 2019-03, ¶ 4. We interpret the disclosure requirement of paragraph 4 as evidence that the word “complaint” in Rule 302 means something more than just another complaint pending before the Board of Ethics; to hold otherwise would render meaningless the language of paragraph 4, which calls for the disclosure of civil, criminal or administrative actions, all of which can be commenced with a “complaint.”

Mr. Baller pointed out correctly at the hearing that courts are commonly faced with the prospect of deciding similar cases that could have differing results; therefore, we should decide his case even though the federal case is pending. As an example, he mentioned the several abortion-related lawsuits now pending in various court around the nation. The distinction here, however, is that Mr. Baller brings precisely the same claim against Mr. Valentine as the one brought against Mr. Valentine for damages in federal court. We could anticipate that, one way or the other, our decision on Mr. Baller’s complaint would be used in the federal court case as precedent or as evidence on the question of whether the ethics ordinance was violated. Under the circumstances, we decline to have our decision used that way. To do so would be bad public policy. Moreover, Rule 302(b)(i) answers the question for us. But even if it did not, we have the discretion to stay consideration of the complaint, as neither the ordinance nor the rules specify a time for decision in this type of matter.

Our decision is that we decline to decide the case at this time. We offer no opinion on its merits. Depending on the disposition of the federal court case, there may or may not remain a question for us to consider. Mr. Baller has the right to refile this case at the appropriate time. But that is left for another day.

Accordingly, the Board of Ethics dismisses Complaint 2019-03 without prejudice to Mr. Baller’s right to refile the case either after conclusion of the federal court case, whether that occurs by settlement of all claims, voluntary or involuntary dismissal, entry of judgment and expiration of any right to appeal following judgment, or upon referral directly from the United States District Court to the Board of Ethics for an advisory opinion.

  
James D. Robb, Chairperson

  
Sophie Fierro-Share, Member

  
John J. Schrot, Jr., Member

**CITY OF BIRMINGHAM  
BOARD OF ETHICS  
ADVISORY OPINION REQUEST 2019-04**

**DECISION**

June 19, 2019

**I. STATEMENT OF FACTS**

This case came before the Birmingham Board of Ethics at a hearing held on June 12, 2019. Among others present were Clinton Baller, the complainant; Patricia Bordman, the respondent, who appeared in person and through her counsel, Michael Sullivan; and Joseph Valentine, the Birmingham City Manager, who testified as a witness on certain issues.

Clinton Baller is a resident of the City of Birmingham. He brings this complaint against Patricia Bordman, a Birmingham city commissioner who also serves as mayor by resolution of the Birmingham City Commission. As does the complaint in the related case Mr. Baller filed, No. 2019-03, this complaint surrounds generally the award of a contract to develop a city-owned parcel located in the vicinity of Old Woodward and Bates Street in the heart of Birmingham. The project combines public aspects, particularly a substantial parking structure to replace an outmoded one, with private aspects including commercial and residential uses.

The operative facts are not disputed. The city issued a request for qualifications and later a request for proposals from developers to develop the site. The Birmingham Ad Hoc Parking Development Committee reviewed the submitted proposals and recommended to the Birmingham City Commission that Woodward Bates Partners be engaged as the developer. The city commission adopted that recommendation and voted to authorize entry of a development contract with Woodward Bates Partners.

The parking structure, which is a major component of the public portion of the development and constitutes the first stage of the project, is to be financed by unlimited tax general obligation bonds issued by the city. *See* Birmingham N.O.W. Project (North Old Woodward Parking Structure and Bates Street Redevelopment) Frequently Asked Questions, at 4, accessed at [https://www.bhamgov.org/Frequently%20Asked%20Questions%20\(FAQs\)%20N.%20Old%20Woodward%20parking%20and%20site%20development%20060419.pdf](https://www.bhamgov.org/Frequently%20Asked%20Questions%20(FAQs)%20N.%20Old%20Woodward%20parking%20and%20site%20development%20060419.pdf).

The bonds are a method of finance by which the bondholders loan the money to the city. The loan is structured to be repaid by fees generated by parking system. Because the bonds are an unlimited general obligation of the city, the city's residents must approve their issuance in an election. The amount of the loan to be financed by the bonds may not exceed \$57.4 million, which is to be used solely for the construction of the public parking structure and other public improvements. The total cost of this public-private development project is estimated to be about \$127 million.

The development agreement between the city and Woodward Bates Partners provides, among other things, that Woodward Bates Partners will pay the city \$20,000 to defray the cost of the special election to authorize the bonds. As a city commissioner, Mayor Bordman voted with the majority to approve the development agreement. As Mayor, she signed it. Her act of signing the agreement was ministerial—she would be required to sign it even if she had voted against the agreement.

Mr. Baller asserts that by voting for the agreement which includes the payment requirement and then signing the agreement, Mayor Bordman:

has created the appearance that the city has lost complete independence or impartiality of action, and has adversely affected the confidence of the public in the integrity of city government.

Complaint, ¶ 2.

In support of this assertion, Mr. Baller cites portions of section 2-321 of the city's ethics ordinance, which we quote in full:

City officials and employees are bound to uphold the Constitution of the United States and the Constitution of the state and to carry out impartially and comply with the laws of the nation, state, and the city. City officials and employees must not exceed their authority or breach the law or ask others to do so. City officials and employees are bound to observe in their official acts the highest standards of morality and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their conduct in both their official and private affairs should be above reproach.

All city officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact, by maintaining nonpartisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as an institution.

City of Birmingham Code of Ethics, § 2-321.

Mr. Baller also cites from section 2-323 of the ordinance, which we quote as follows:

It is the intention of section 2-324 below that city officials and employees avoid any action, whether or not specifically prohibited by section 2-324, which might result in, or create the appearance of:

....

(3) Losing complete independence or impartiality of action;

....

- (5) Affecting adversely the confidence of the public or the integrity of the city government.

*Id.* § 2-323(3), (5). Mr. Baller's complaint does not allege a violation of section 2-324.

In her sworn written answer to the complaint, Mayor Bordman averred that she has no personal interest in or relationship with Woodward Bates Partners or the entities of which it is comprised, that she had no role in negotiating the city's development agreement with it, and that she made her decisions pertaining to the agreement at meetings that are open to the public. Boardman Answer, ¶¶ 1-5, 7, 8. She stated that the city engaged outside counsel to negotiate the development agreement with Woodward Bates Partners, that the city attorney reviewed the agreement, and that neither counsel advised the city or her that the provision for the developer to defray the cost of the special election was improper or violated any provision of law, including the ethics ordinance. *Id.* ¶¶ 13-21.

Rather, Mayor Bordman stated her belief that the provision requiring Woodward Bates Partners to defray the cost of the special election is beneficial to the city because it reduces the public's expense incurred in holding a special election that is required before the bonds can be issued. *Id.* ¶ 19. Woodward Bates Partners is required to make the payment unconditionally; it is not entitled to a refund regardless of the election's outcome. *Id.*

Mayor Bordman further stated that she has no powers beyond those of the other six city commissioners, that she has no authority to sign the development agreement on behalf of the city without the affirmative vote of the city commission at an open meeting, but that she as mayor is required to sign the agreement as approved by the city commission even if she voted against its authorization. *Id.* ¶¶ 22-24. She averred that the city commission adopted the resolution authorizing the agreement at a duly called commission meeting. *Id.* ¶¶ 25-27. Finally, Mayor Bordman stated that no one on behalf of the city or affiliated with Woodward Bates Partners has tried to influence her decisions regarding the project; but rather, "[a]t all times [she has] considered and will continue to consider the best interests of the City of Birmingham as a whole with regard to all matters, including but not limited to the Project, and without regard to threats against [her], whether veiled or not." *Id.* ¶¶ 32-33.

## II. QUESTION PRESENTED

Did the mayor of the City of Birmingham violate the city's code of ethics by voting as a city commissioner to require Woodward Bates Partners, which is a private developer, to contribute funds to support a special election asking the city's voters to authorize the city to issue general obligation bonds that are necessary to finance the public portion of a public-private development project contracted between the city and the developer?

### III. ANSWER AND ANALYSIS

No. The mayor of Birmingham and members of the Birmingham City Commission did not violate the code of ethics under the facts as presented in the record. Consistent with law, the city has full discretion to negotiate whatever contractual terms it deems appropriate and in the best interests of the city. The city also has the discretion to schedule the authorizing election at the time best suited for the citizens' needs.

Nothing in the record supports a conclusion that the mayor's vote in favor of the city's development agreement with Woodward Bates Partners in any way violates the ethics ordinance. The agreement was negotiated by the city through outside counsel and reviewed by the city attorney. It was duly approved by the city commission at a public meeting. Mayor Bordman did not participate in negotiating the contract.

The ethics ordinance requires city officials to observe in their official acts the highest standards of morality and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their conduct in both their official and private affairs should be above reproach. City of Birmingham Code of Ethics, § 2-321. But nothing in the record suggests that Mayor Bordman's vote for, or execution of the, development agreement did anything other than meet this standard.

Similarly, city officials must safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact, by maintaining nonpartisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as an institution. *Id.* Nothing in the record supports a conclusion other than that Mayor Bordman was honest, fair, and nonpartisan and avoided conduct that may tend to undermine respect for city officials and for the city.

Furthermore, city officials must avoid action that might result in, or create the appearance of, losing complete independence or impartiality of action or adversely affect the confidence of the public or the integrity of the city government. *Id.* § 2-323(3), (5). Nothing in the record suggests that Mayor Bordman appeared to have lost any, let alone "complete independence or impartiality of action" or that her conduct called into question the confidence of the public or the integrity of the city government.

Rather, through a technique of exacting benefits from developers that is common among units of government in land development projects, the city's taxpayers received a benefit in that Woodward Bates Partners, the project developer, agreed to pay to help defray the cost of the special election necessary for issuance of the bonds to finance the parking structure and related public improvements within Phase I of the project. Indeed, as counsel for Mayor Bordman argued at the hearing, although Mr. Baller contends that the city should not allow a private developer to pay the cost of the election, other citizens who believe the reverse might have criticized Mayor Bordman had she voted for and signed a contract that did *not* require the developer to pay the cost of the election on what is the core part of the project from which the developer may ultimately profit.

Being the developer, Woodward Bates Partners understandably would hope that the ballot measure passes, for otherwise it might have no project to develop. But nothing in the record even hints that the election itself will be tainted or that the result will be unfairly influenced by the fact that developer is paying some of its cost. For instance, Birmingham City Manager Joseph Valentine affirmed that no portion of the \$20,000 will be used in an advertising campaign to support the election.

No doctrine of law per se bars the development agreement's requirement that the developer contribute toward the cost of the needed election. And development agreements between governmental entities and private developers, as well as governmental land use permits, have commonly contained terms that exact benefits from the developer in favor of the government as a condition of approval for a property development project. Often these are infrastructure improvements or restrictions on land use such as the requirement of a conservation easement, and even the payment of money. The government's power to exact these conditions is of course limited, because excessive conditions can amount to a violation of the Takings Clause of the Fifth Amendment to the U.S. Constitution. But it is well-accepted law that a unit of government may condition the approval of a land-use permit or a development agreement on the owner's relinquishment of a portion of his property, or the payment of money, so long as there is a nexus and rough proportionality between the government's demand and the effects of the proposed land use. *Koontz v. St. Johns River Water Management District*, 570 U.S. 595, 605, 133 S.Ct. 2586 (2013); *Dolan v. City of Tigard*, 512 U.S. 374, 114 S.Ct. 2309 (1994); *Nollan v. California Coastal Commission*, 483 U.S. 825, 107 S.Ct. 3141 (1987).

The facts as contained in the record demonstrate a logical nexus between the contractual requirement that Woodward Bates Partners pay to defray the cost of the election and the legal requirement that the city hold the election as a condition of its obtaining the necessary financing. And nothing in the record suggests that the amount the developer is required to pay—\$20,000—is disproportional to the \$54.7 million loan amount for a parking structure that is a key part of an overall development project costing \$127 million.

Finally, city ordinance provides that Mayor Bordman “shall sign . . . all contracts and agreements requiring the assent of the city, unless otherwise provided for by law, the Charter, ordinance or the provisions of this Code.” Birmingham Code of Ordinances, Art. VII, § 2-289. The requirement that she sign the development agreement, once the city commission authorizes it, was imposed upon her by virtue of her office. Her signing the agreement was mandatory and ministerial and fully comported with her obligation under the ethics ordinance “to uphold the Constitution of the United States and the Constitution of the state[,] . . . to comply with the laws of the nation, state, and the city [, and] not breach the law or ask others to do so.” City of Birmingham Code of Ethics, § 2-321. Indeed, Mayor Bordman might have breached the law and violated the ethics ordinance had she not signed the development agreement.

#### IV. CONCLUSION



The Board of Ethics finds that Mayor Bordman's actions in voting for, and later executing, the city's development agreement with Woodward Bates Partners comport with her obligations under the ethics ordinance. The complaint is dismissed.



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James D. Robb, Chairperson



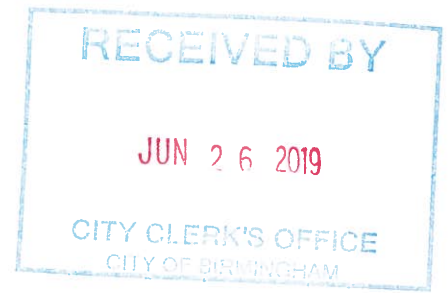
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Sophie Fierro-Share, Member



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John J. Schrot, Jr., Member



June 24, 2019

Ms. Cherilynn Mynsberge, Clerk  
City of Birmingham  
151 Martin St.  
Birmingham, MI 48012-3001

Re: TiVo Customers: Accessing Xfinity On Demand App

Dear Ms. Mynsberge:

We are committed to keeping you updated about actions that may affect our customers. To that end, and as a courtesy in the event you receive questions, we are letting you know that as of June 25, 2019, the Xfinity On Demand app will no longer be available on TiVo devices.

In close consultation with TiVo, we made the decision to remove the Xfinity On Demand app from TiVo devices because the platform that permits those entitlements utilizes outdated technology that can no longer be updated and is therefore susceptible to security breaches. Both Xfinity and TiVo have notified affected customers of this equipment issue.

Please feel free to contact me at 734-254-1557 if you have any questions or issues.

Sincerely,

Kyle V. Mazurek  
Manager of External Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170