BIRMINGHAM CITY COMMISSION AGENDA
JULY 22, 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:

- Celebration of Commissioner Harris' birthday.
- The Birmingham Shopping District presents Day on the Town, the biggest shopping day of the year in downtown Birmingham, on Saturday, July 27th, from 9:00 a.m. until 6:00 p.m. Birmingham merchants will place their discounted merchandise on display around the Maple and Old Woodward area. Parking is free in all parking structures and at meters throughout the event.
- The Birmingham Fire Department is offering an American Heart Association recognized CPR class on Saturday, July 27th, from 8:00 a.m. until noon, at the Adams Fire Station. Cost of the class is $45. Register by calling the Fire Department at 248-530-1906.
- The City Commission extends its thanks to James Cunningham for his service on the Birmingham Museum Board and wishes him well in his future endeavors.

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.

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 approving the Special City Commission meeting minutes of July 1, 2019.

B. Resolution approving the Regular City Commission meeting minutes of July 8, 2019.

C. Resolution approving the warrant list, including Automated Clearing House payments, dated July 10, 2019 in the amount of $1,307,978.67.

D. Resolution approving the warrant list, including Automated Clearing House payments, dated July 17, 2019 in the amount of $538,044.23.

E. Resolution accepting the resignation of Richard Lilley as an Alternate Member of the Board of Zoning Appeals, thanking him for his service, and directing the City Clerk to begin the process of filling the vacancy.

F. Resolution approving the purchase and installation of Decorative Aluminum Fence from Kimberly, LLC, in the amount not to exceed $8,287.31, to be located at Booth Park, along North Old Woodward. Funds are available from the Parks Other Contractual Services account # 101-751.000-811.0000 in the amount of $8,287.31. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

G. Resolution approving the fertilizer/chemical purchases for Lincoln Hills and Springdale Golf Courses from Harrell's for $22,000, Target Specialty Products for $22,000 and Great Lakes Turf for $8,000. The total purchase from all vendors will not exceed a total of $52,000. Funds are available from the Department of Public Services account #s 584/597-753.001-729.0000.

H. Resolution approving the purchase of uniforms with Contractors Clothing Company for the total amount not to exceed $9,000 for fiscal year 2019-2020. Funds are available in the Department of Public Services Uniform Allowance account # 101-441.002-743.0000.

I. Resolution approving $20,800 in Municipal Credits and $7,917 in Community Credits from fiscal year 2020 to Next in support of their specialized transportation program; and approving $21,932 in Community Credits from fiscal year 2020 to purchase and install a bus shelter (location to be determined); and further to direct the Mayor to sign the Municipal Credit and Community Credit contract for fiscal year 2020 on behalf of the City.

J. Resolution approving the Amendment to License Agreement with enCodePlus, LLC, to provide for ordinance codification services on an as-requested basis at a rate of $18 per page to be paid from Account # 101-215.000-815.02, and to direct the Mayor and City Clerk to execute the Amendment on behalf of the City.

K. Resolution approving the METRO Act Application of CenturyLink Communications, LLC and the METRO Act Permit for Level 3 Communications, LLC for "Project Location 2" as shown on Exhibit A.

L. To approve the purchase of (11) 4RE DVR camera systems from WatchGuard Video via Oakland County Cooperative Purchasing contract # 004898; further charging this expenditure in the amount of $97,854.00 to the Drug and Law Enforcement Fund capital outlay account # 265-302-002-971.0100, further to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

A. Wimbleton Petition Status Report

1. No resolution at this time

B. Public Hearing of Confirmation for 2019 Cape Seal Program

1. Resolution confirming Special Assessment Roll No. 892, to defray the cost of public street maintenance of all properties fronting and/or siding on the improvement within the 2019 Cape Seal.

C. Cape Seal Project Contract Award (Wood)

1. Resolution approving the bid from Highway Maintenance and Construction, Inc. for services related to the 2019 Cape Seal Program – contingent upon the results of the related public hearing of necessity and confirmation of the special assessment roll – in amounts not to exceed the per-unit pricing as submitted; Double chip seal $3.40/sq. yd., Single chip seal $2.00/sq. yd., Slurry seal $2.62/sq. yd., Pulverizing $2.15/sq. yd., Street preparation $400.00/ton and Manhole adjustment $1000.00 each. Further, to authorize the Mayor and Clerk to sign the agreement on behalf of the City upon receipt of proper insurances.

D. Public Hearing – Pernoi Bistro Permit

1. To approve a Special Land Use Permit and Final Site Plan and Design Review for 310 E. Maple to allow the operation of a new bistro, Pernoi, in accordance with Article 7, Section 7.34 of the Zoning Ordinance.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

A. Commissioner Reports
   1. Notice of Intention to Appoint to the Board of Zoning Appeals on September 16, 2019.
B. Commissioner Comments
C. Advisory Boards, Committees, Commissions' Reports and Agendas
D. Legislation
E. City Staff
   1. Parking Utilization Report

XI. ADJOURN

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

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.
Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

City of Birmingham
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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** • Shall be qualified electors of the City and members of the Birmingham Historical Society
Judith Keefer 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 6079 Snowshoe Circle	**James**	(248) 642-0333 *jpc@wwrplaw.com*	6/12/2017 Business owner member	7/5/2019
Dixon 1460 Bennaville	**Russell**	(248) 642-2314 *russwdixon@aol.com*	11/24/2003 Historical Society Member	7/5/2021
Haugen 1694 E. Melton Rd.	**Dan**	(248) 459-0589 *Daniel.L.Haugen@gmail.com*	6/3/2019 Resident	7/5/2020
Keefer 505 E. Lincoln, #4	**Judith**	(248) 249-0996 *jlwk2014@gmail.com*	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
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Krizanic 2450 Northlawn Blvd	**Tina**	(248) 644-2124 *tkrizanic8@gmail.com*	1/26/2015 Historical Society Member	7/5/2021
Logue 2010 Buckingham	**Marty**	(248) 649-4921 *gtfieros@comcast.net*	9/26/2011 Historical Society Member	7/5/2020
Rosso 355 Columbia	**Caitlin**	(248) 229-4227 *caitlinrosso@maxbroock.com*	9/21/2015 Historical Society Member	7/5/2020
Weddell [redacted]	**Meredith**	[redacted] [redacted]	2/25/2019 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
Leslie Pielack, Museum Director: 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 SPEC.	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																		
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
REGULAR MEMBERS																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			

KEY:

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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**

MEMBER NAME	1/5	2/2	3/2	4/6	5/11	6/15	7/13	8/3	9/7	9/21 Spec. Mtg.	10/5	11/2	12/7	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
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!
ALTERNATES																
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 Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS														
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

City of Birmingham
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RECEIVED BY
JUN 13 2019
CITY OF BIRMINGHAM
CITY CLERK'S OFFICE

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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: Museum Board

Specific Category/Vacancy on Board: Renew membership

Name: Judith Keefer

Phone: 248 249 0996

Residential Address: 505 E Lincoln St

Email: JLWK 2014@gmail.com

Residential City, Zip: Birmingham 48009

Length of Residence: 8 years

Business Address:

Occupation: retired speech therapist antiques dealer

Business City, Zip:

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 Zone

List your related employment experience: owner of antiques business for over 20 years

List your related community activities: Citizens Academy, member of museum board, Selection Pole Finisher

List your related educational experience: graduate of Michigan State University (BA) and University of Michigan (PhC) (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: 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

Judith Keefer
Signature of Applicant

6/7/19
Date

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

Updated 8/16/17

BIRMINGHAM CITY COMMISSION MINUTES
JULY 1, 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 7:02 p.m.

II. ROLL CALL

ROLL CALL:	Present:	Mayor Bordman
		Mayor Pro Tem Boutros
		Commissioner DeWeese
		Commissioner Harris
		Commissioner Hoff
		Commissioner Sherman
	Absent:	Commissioner Nickita

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, Communications Director Byrnes, Police Commander Grewe, City Clerk Mynsberge

Also Present: Joe Fazio, Attorney with Miller Canfield, and Zara Brogland, Jones Lang Lasalle

III. BUSINESS

City Manager Valentine made opening comments and stated the purpose of this meeting was to consider a few items that were carryovers from the meeting on June 24, 2019 concerning the Construction Agreement. There were also requests for clarity on the indemnity language and for reformatting of the Guaranteed Maximum Price of the N. Old Woodward Parking Deck project.

City Manager Valentine presented facts about the N. Old Woodward parking deck project that address some myths being circulated in the City.

Myth: The City is asking voters to spend up to $67 million on the project
The City's parking system cannot support the debt obligations of the bonds.
The City would give away 3 acres of public land for private use.
Additional parking would be taken up by proposed development.

Fact: The total project cost is $60.1M including cost of issuance of the bonds.
The City Ballot question is for an amount not to exceed $57.4 million.
The amount of bond issuance would be $50.1M after the existing City reserves are applied from the parking system.
City Administration has established a model that supports the debt obligations and continues to grow the system with regard to reserves.
The Michigan Constitution does not allow the City to give away property for private uses.
The new parking structure would provide an additional 414 parking spaces above what is available today.

City Manager Valentine responded that "Responding to questions from Commissioner Hoff, City Manager Valentine explained it is a 30-year bond issuance; the few years of interest-only payments during construction are included. He went on to say that when the bonds get to the ending cycle, the administration would look to refinance the bonds taking advantage of better rates just like other bonds in past years.

07-168-19 CONSTRUCTION AGREEMENT BETWEEN OWNER (CITY) AND DEVELOPER (WOODWARD BATES PARNERS, LLC)

Attorney Joe Fazio, specialist in P3 (public private partnerships), of Miller Canfield Law firm provided clarity requested at the June 24, 2019 Commission Meeting.

Mr. Fazio pointed out two (2) changes made to document 2.25. The first is a revision in the third to last line; that the developer's indemnity obligation extended to third party claims that would be made against the City or the City's indemnified parties (Commission, Administration, employees, volunteers, etc.).

The second change was a typo in the Notice Provision in Section 11.8 in identifying the owner; corrected "Owner of Birmingham" to "City of Birmingham".

Commissioner Sherman, in reference to Section 6.5.2.2. believes that the new language added here was in response to his question.

- Mr. Fazio agreed that it was new language clarifying that savings realized from the contract cannot be used against allowance line items.

Commissioner Harris asked how we could reconcile the favorable language in Section 6.5.2.2 with the last sentence of Section 6.3 allowing the developer to offset expenses which come in under budget with cost overruns.

- Mr. Fazio responded that his AIA colleagues advised him that the reference to line items is part of the underlying budget. While allowances are a part of the aggregate cost, it is understood that line items, not marked as allowances, do not go in the same bucket for the purpose of computations of cost savings.

Commission Harris expressed concern that Section 6.3 would compromise the City's rights under this new provision.

Mr. Fazio pointed out that he added language in the AIA form Section 12.3 to say the City's right to use plans and specifications for the deck are a transferrable, irrevocable, and exclusive license for the benefit of the City.

Commissioner DeWeese asked for the legal definition of a non-material modification as used in the suggested resolution.

- Mr. Fazio responded that it depends on the context. An example of non-material modifications would be minor extensions of times, minor corrections in the contract, things that do not change the substance of the transaction, economics of the transactions, or the performance deadline dates.

Mr. Fazio explained the City bears the burden of cost overruns related to change orders because the definition of a change order is a change in the design and scope of the project, initiated and approved by the City.

Indemnity Clause

Mr. Fazio responded to a question raised while the document was being circulated, which was the collectability of WPB as the developing party for purposes of the indemnification obligations that are built into the four corners of the development agreement. He went on to say that a layered approach was created to assure the City would be indemnified in all cases where it is appropriate for that indemnification to occur, with the exception of the City causing the injury or giving rise to the liability. In that context, Mr. Bojee has agreed to guarantee the indemnity obligations of WBP to the extent that the other mechanisms for indemnity do not occur. The indemnity obligation would be capped at $10 million. In the event of a claim by the City and WBP does not make good on it, Walbridge does not make good on it, or insurance does not cover the damages, the City would have a claim against Mr. Bojee personally. It is unsecured, but Mr. Bojee's financial statements were examined at the beginning of the project.

Mayor Bordman expressed concern with the stability of Mr. Bojee providing backing for his personal guarantee. Mr. Fazio agreed that things with Mr. Bojee could change possibly leaving the City without the guarantee.

Commissioner Sherman requested more time to review the guarantee, and asked for a redlined copy of the agreement between owner and developer from the first presentation until now.

Commissioner Harris observed that the developer, Walbridge, and insurance obligations indemnify the City, and asked if it is industry practice to obtain an individual guarantee protecting the municipality in your experience. Mr. Fazio responded that it is not.

Mayor Bordman noted the Commission needs to read the indemnity agreement with care in order to know the true protections to the City.

Commissioner Harris agreed with taking the necessary time to read the guarantee, and he takes heed of the fact that having the developer be the sole indemnity is a problem. The fact that Walbridge is an additional indemnitee to the City provides great comfort. At the same time, the commissioners will take additional time to review and be sure that the guarantee provides the protection that the City is entitled.

Mayor Bordman asked what the insurance limits are. Mr. Fazio said he would have to refer to the document to confirm the limits. He further explained that the deal was structured such that the insurance maintained by Walbridge is the primary. On page 39 of the AIA form there is a description of insurance provided by the development team. It includes builders risk, property insurance, boiler protection, and appropriate waivers to subrogation. The CGL is $2 million combined single limit per occurrence and $2 million general aggregate.

Mayor Bordman presented research on crane accidents from 2011 to 2015 and stated she feels that $10 million may not be sufficient.

Mr. Fazio reviewed insurance coverage:

- First line of defense is Walbridge's insurance.
- Next line of defense is Walbridge itself because it is a company obligated to provide protections and indemnity to the City.

- WBP is an obligor, in the agreement between owner and developer backed by insurance obtained by Walbridge (workers compensation insurance and general liability at $3 million annual exposure) and are obligated to builders risk and property insurance.
- Section 9.4 is a waiver of subrogation
- Professional liability insurance

City Manager Valentine mentioned that in review of the construction agreement, the revised format for the Guaranteed Maximum Price (GMP) is included as requested at the last meeting.

Zara Brogland, Jones Lang LaSalle (JLL), said JLL has been reviewing and validating numbers in the proposal and the formulated GMP. In the last GMP review meeting, the developer proposed three (3) viable options that could potentially save money for the City. The third option was to eliminate the underground parking in Building 2 resulting in an additional $211,000 savings on top of what was originally proposed. In the newly formatted GMP, per City request, the partners included full allowances for other costs the City might face. The total GMP of $57,644,355, includes $1.6 million in allowances and a $360,000 payment and performance bond. With the new format, each cost was clarified line by line.

Commissioner Sherman wants clarification on the GMP listed as $57,644,355, should it be $57,344,355. Because of the three items that Commissioner Hoff was talking about are City expenses that do not have anything to do with the developer directly. They are the City's cost if incurred and should not be a part of the GMP. He previously requested a breakdown of the design build fee and WPB administrative cost. He recognizes that he has a description in the documents before him, but not the cost.

Ms. Brogland explained that the breakdown comes to 5% for the design build fee totaling $2,687,000 and 3% for WPB administrative cost fees totaling $1,690,000, derived from total construction cost plus indirect cost.

Commissioner DeWeese expressed that some citizens are asking why the developers are overseeing the development, based on the overlap of the people. He wants to be sure there is no conflict of interest.

Mayor Bordman stated that the next item for discussion is the RFP for owner representative who will oversee everything on the City's behalf. The owner representative adds another layer of protection for the City.

Ms. Brogland expressed that per contract the owner's representative will have full visibility of all the numbers represented in the GMP.

City Manager Valentine said the genesis of Commissioner DeWeese's question was why the developers are serving both roles. The answer is that it was designed that way with the development of the RFP. The development of the RFP stipulated this would be a design build arrangement and that is why this relationship exists.

Commissioner DeWeese feels that public needs clarification as to why the City decided on that direction. He felt that normally a design build arrangement leads to less cost, but it also has some other risks. He noted the Library is a good example of where we have done something similar, and using it as an example would help increase public understanding.

City Manager Valentine confirmed the Commission does not need to take action on the agreement tonight. These documents are all part of the contingency process that still has to occur so not taking action tonight will not delay the project. The contingencies that exist still must be met for the project to move forward.

Commissioner Hoff referred to two exhibits that were not provided:

- Exhibit D – Escrow Agreement, and
- Exhibit E – Owners Standard Application and Certificate for Payment.

City Manager Valentine explained the exhibits are dependent on actions that must still occur during the contingency period, which runs through August 2nd and could be extended to whatever the commission is comfortable without jeopardizing the pricing established with the GMP.

Mayor Bordman explained that there are differences in what happens with a contract. What the commission is looking at now still has to have further refinement. When it comes back, the commission will not enter into a final agreement; but accept the form of the agreement. No action would take place until contingencies are met.

07-169 -19 RELEASE OF OWNER'S REPRESENTATIVE REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL SERVICES TO OVERSEE DEMOLITION OF EXISTING NORTH OLD WOODWARD PARKING STRUCTURE, CONSTRUCTION OF NEW PARKING STRUCTURE, AND EXTENSION OF BATES STREET

Assistant City Manager Gunter presented an overview of the scope of work for the owner's representative.

Mayor Bordman noted that within the request for proposals, the City included language stating that the person/firm selected will not be contracted unless the City goes forward with the project.

Commissioner Hoff asked who would be the City contact to receive the monthly list of requirements from the Owner's Representative. Ms. Gunter replied that it is yet to be determined but she envisions that it would be a combination of both she and City Manager Valentine going through the documents with assistance from the Engineering Department.

Ms. Gunter, responding to Commissioner Hoff, explained that in the RFP attachments there is information that gives bidders insight as to who the development team is. She noted she expects the bidders to do some research.

City Manager Valentine clarified that Attachment E, not included in this packet, would be a draft of the construction agreement to date between the owner and developer, which would clarify the identity of the developer.

Commissioner DeWeese felt that before issuing an RFP, the Commission needs to approve an agreement between the owner and developer.

David Bloom, 59 Stanley Blvd., referencing the 3% fee in the developer's proposal to manage the development, felt that it is highly unusual and inappropriate for the developers to pay themselves $1.7 million dollars to manage themselves. Therefore, if an owner's representative is retained to

do that work and make sure that the developers are doing what they need to do; then that is the route that the City should take and not duplicate services.

The Commission clarified:

- The fees for the owner's representative would be paid from the automobile parking system, which qualifies as an eligible expense for reimbursement through the bond.
- There will be no cost at all until the project is approved and actually commences.

MOTION: Motion by Commissioner Hoff, and seconded by Mayor Pro Tem Boutros:
To authorize the release of the Owner's Representative Request For Proposals (RFP) for professional services to oversee the demolition of the existing North Old Woodward Parking structure located at 333 N. Old Woodward, construction of a new parking structure with expanded capacity at the same site, and the extension of Bates Street from Willits to N. Old Woodward.

Commissioner DeWeese stated that he would be supporting the motion because whatever happens in any other forum, the City needs to protect itself and have oversight. Even the people who object to this project, if the project proceeds, will find it in the interest of the greater public good to have an owner's representative.

VOTE:	Yeas,	6
	Nays,	0

07-170 -19 REVIEW OF PRELIMINARY DRAFT GROUND LEASE FOR SITE #2 FOR THE BIRMINGHAM N.O.W. PROJECT

Mayor Bordman announced there would be no action taken on this document tonight.

City Manager Valentine gave an overview of this piece of the Birmingham N.O.W. Project.

Mayor Bordman emphasized it is not the City that is engaged with RH. WBP have found a tenant for the building they will build. The City is not engaged with RH with respect to any aspect of the lease that would be put together with WBP.

Mr. Fazio presented the preliminary working draft of the ground lease for Building 2. Economics are not included nor does it have critical time periods stated. He further gave an overview of a ground lease and the unique attributes of a ground lease.

Mr. Fazio confirmed the lease ties to the zoning requirement today and to any future zoning changes

Commissioner DeWeese asked if the zoning is tied into the zoning for the adjacent non-public property.

- City Manager Valentine confirmed Commissioner DeWeese's understanding
- Section 6.1, Page 20 of the Ground Lease articulates that the uses available at that location are those permitted under the D4 Overlay Zoning District, which is the adjacent property.

Commissioner Hoff asked who will be the developer of Building 2. Mr. Fazio explained the tenant in the ground lease will be a standalone legal entity as it will be for Buildings 4 and 5. The entity for Building 2 is identified as WBP #2, LLC.

Commissioner Hoff also noticed it is a Delaware Liability Company, and asked why. Mr. Fazio responded that the financing that is necessary for the project would require that they comply with certain lending parameters and those financing sources require that the borrowing entities be Delaware limited liability companies.

Commissioner DeWeese asked what happens if this entity, with 51% control, ceases to exist. Mr. Fazio explained it would be a default on the ground lease. The entity has an obligation to maintain their legal existence.

Responding to Commissioner DeWeese, Mr. Fazio indicated:

- There are options to modify the terms.
- In a ground lease, the tenant is responsible for all costs and operations, which includes insuring, paying taxes, and maintaining the property.

Commissioner Hoff asked if the partners in WBP, Project #2, LLC are the same as the WBP.

- Mr. Fazio referred to the definition of key persons on page 4. They are Mr. Bojee of the Bojee Group, Mr. Ricolta of Walbridge, Mr. Saroki of Saroki Architecture, and Mr. Robinson of Robinson Brothers; that is the development team awarded the entire project. Therefore, the four entities and their affiliates will be the venture partners of every entity that does this project until complete.

Mayor Bordman, in reference to Section 3.1B, asked what the guidelines are for establishing rent Mr. Fazio replied that it begins with fair market value of the property. The City has established in other ground lease transactions a non-binding protocol for lease/rent payments. He also stated that under the Constitution of the State of Michigan, it is not permissible to give away property. Therefore, fair market value must be used.

City Manager Valentine expressed that a more in-depth approach was taken in assessing this property and is ongoing. The analysis is close to completion. Ms. Brogland explained how the initial analysis was done based on 100-year leases in other comparable markets and calculations received from the developer to establish fair value, which is standard in real estate transactions.

Mayor Bordman requested that Section 4.5 and Section 6.1 are cross-referenced. She also asked if the sub-tenant at some point vacates the building, is there a provision for the tenant to pursue a different tenant. Mr. Fazio explained that it is the responsibility of the developer.

Mayor Bordman noted that it is good for other retail with a private owner receiving income, but this Commission has a City to run and an unoccupied five-story building is not to the City's benefit and believes that this aspect of the ground lease should be negotiated to reflect an obligation by the tenant to keep full occupancy.

Commissioner Sherman questioned why there is a requirement by the City to notify the tenant of late payment in order to charge late payment fees and believes that the requirement should be removed. Mr. Fazio agreed

Commissioner Harris asked if the form is generally amenable to the tenant, and is the status of the tenant's attempt to obtain leasehold financing known. Mr. Fazio confirmed the tenant is amenable, and that it is premature for the tenant to obtain financing until a deal is made on the economics of the lease.

Mayor Bordman asked, in reference to Section 26.4A, what interest does the City have in the leased premises. Mr. Fazio explained that the City's interest is as fee owner of the land. The clause limits the City's liability to contract damages.

Mayor Bordman called for public comment on the proposed ground lease presented.

David Bloom understood that the lease rates would be negotiated on a piecemeal basis. Mayor Bordman corrected his understanding by stating that the City does not negotiate with the tenants. The City and Developer would enter into ground lease for Building #2.

Mr. Bloom continued to state that the intent of this project was to have one developer develop the whole area. He believes that the citizenry should know ahead of time what that lease looks like. Once the City is doing something with the developer, it is not easy to say that it is going to do four or five with another developer. Mr. Bloom thinks it is beneficial and in the City's and maybe even the developer's interest to have this whole deal negotiated beforehand with what the lease would look like. Because he would hate to see the City negotiate on Building #2 and then later start talking about Buildings #4 and #5 and now are at a disadvantage because the developer is already in #2. One of the reasons there is a parking shortage in town is because we have offices in town that did not include new parking. He went further to say, that if the RH venture does not work and a new tenant is needed, an office may be the easiest tenant to occupy the space. If offices goes into the building, the City would be doing something detrimental to the parking system. He would like to see a SLUP or something that would prohibit or limit office use if this venture does not work. Residential might be preferable. In addition, in reference to the myths illustrated earlier, there was a rate of $417,000/year as a flat rate proposed by developers that the City decided to go with. There was no other information that could be found as to what the rate would be for this. What we have now is that the upcoming election was rushed. Voters are voting and they do not know what they are approving.

Mayor Bordman advised Mr. Bloom that the voters are voting on a parking structure and the extension of Bates Street only.

IV. ADJOURN

Mayor Bordman adjourned the meeting at 9:29 p.m.

_____

J. Cherilynn Mynsberge, City Clerk

BIRMINGHAM CITY COMMISSION MINUTES
JULY 8, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Present: Mayor Bordman
Mayor Pro Tem Boutros
Commissioner DeWeese
Commissioner Harris
Commissioner Hoff
Commissioner Nickita
Commissioner Sherman

Absent: None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, City Attorney Ballard, Police Chief Clemence, Planning Director Ecker, DPS Manager Filipski, City Clerk Mynsberge, Fire Chief Wells, DPS Director Wood

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

07-171-19 ANNOUNCEMENTS

- City Engineer O'Meara shared with the City Commission and City Administration awards and recognition received for the North Old Woodward Avenue Project.
  - Michigan Concrete Paving Association Award of Excellence
  - American Council of Engineering Companies of Michigan Merit Award
  - American Public Works Association Quality of Life Award – State Chapter
  - American Public Works Association Quality of Life Award – Local Chapter
- A reminder that the Citywide Master Plan Drop-In Clinic will be open on Tuesday, July 9 and Wednesday, July 10, from 9 a.m.-7:30 p.m. It is being held at 255 S. Old Woodward in downtown Birmingham. Everyone is invited to stop by and learn more about the process as well as lend your voice to planning the City's next 20 years.
- 2019 In The Park Summer Concert Series in Shain Park continues on Wednesday, July 10th, 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. In addition, on Wednesday, July 17, Audrey Ray Country Music at 7 p.m. Again, all in Shain Park.
- 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 at 1516 S. Cranbrook Road in Birmingham. All are invited to attend.

07-172-19 APPOINTMENT TO THE MUSEUM BOARD

Current member Judith Keefer was up for reappointment but did not attend the meeting.

Commissioner Hoff expressed concern about Ms. Keefer's attendance record and was hoping to speak with her about it. Since she was not in attendance tonight, Commissioner Hoff requested that the commission postpone the appointment.

07-173-19 APPOINTMENTS TO THE GREENWOOD CEMETERY ADVISORY BOARD

The Commission interviewed current members Margaret Suter and Linda Buchanan.

MOTION: Motion by Mayor Pro Tem Boutros:
To appoint Margaret Suter as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2022.

VOTE: Yeas, 7

Nays, 0

MOTION: Motion by Commissioner Harris:
To appoint Linda Buchanan as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2022.

VOTE: Yeas, 7
Nays, 0

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

IV. CONSENT AGENDA

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

07-174-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Hoff:	Item J, Cost Sharing Agreement for Local Road Improvement Matching Fund Program Item M, Agreement with SP Plus
Mayor Bordman:	Item B, Special Commission Meeting Minutes, June 20, 2019

Recusals:

Mayor Pro Tem Boutros	Items A and B, due to absences
Commissioner DeWeese	Item B, due to absence
Commissioner Harris	Item C, due to absence

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:
To approve the Consent Agenda, excluding Items B, J, and M, and noting the recusals.

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

A. Resolution approved the Joint City Commission/Planning Board meeting minutes of June 17, 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. 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.

07-175-19 Oakland County Pilot Local Road Improvement Program (**ITEM J**)
Commissioner Hoff questioned if the City is receiving a 50% matching grant for this project, and since the cost is $728,000.00 why is the City only getting only $125,291.00. She further went on to say that she knows what improvements are happening on Bowers, but wants to know what is being done on Elm.

City Engineer O'Meara explained the project was sized based on what the City feels was needed for that street and the County offered $125,291.00. The City may spend more than what was matched by the county, and it will. The project scope is for water main replacement and asphalt resurfacing on Elm, one block south of Bowers to Woodward.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner Sherman:
To authorize the Mayor to sign the cost sharing agreement with Oakland County

VOTE:	Yeas,	7
	Nays,	0

07-176-19 Parking Management Services Operator Contract Renewal (**ITEM M)**
Commissioner Hoff found all the different figures proposed confusing and wanted clarity on what is up for approval. With the total bid at $1,681,430.00, why are we being asked to approve $46,500.00 tonight?

Assistant City Manager Gunter explained that $1,681.430.00 is the operating cost and was approved through the budgeting process. Tonight, the commission is being asked to approve the management fees to oversee staff, permitting, etc.

Commissioner Hoff asked when $1.6 million was allocated in the budget, does that include management fees. Assistant City Manager Gunter replied no, and explained that management fees are separate from operating costs and the City pays management fees every year.

Commissioner Hoff asked about the purchase of a dedicated power washer with the necessary trailer and pickup truck totaling $66,000. Assistant City Manager Gunter expressed that SP Plus, as a unique characteristic of their bid, offered to buy equipment for the garage to make them more efficient in their delivery model. They are making that purchase on behalf of the City. It is not an additional cost for the City.

Commissioner Hoff asked about the new parking garage card readers referred to as ParkConnect.

Assistant City Manager Gunter replied that the ParkConnect is a reader that can be paired with the SKIdata machine. It allows online subscribers to wave their phone at the reader and their accounts would be charged appropriately reducing queuing time. SP Plus is offering to purchase the system and pay the subscription fee for a year.

Mayor Bordman is excited to hear about the additions that SP Plus is offering, however she is a little confused about SP Plus offering to pay for the 1st year subscription of ParkConnect; but the suggested resolution is agreeing to a one-year monthly subscription. Assistant City Manager Gunter explained that ParkConnect is separate from this proposal. What is included in the resolution is the cost for a customized mobile parking application that is being put together and the one-year subscription fee payable when the application is available to users.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner DeWeese:
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, beginning upon execution, 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.

VOTE: Yeas, 7
Nays, 0

07-177-19 APPROVAL OF JUNE 20, 2019 SPECIAL CITY COMMISSION WORKSHOP MINUTES (ITEM B)

Mayor Bordman corrected, page 9, 2nd full paragraph, general liability from $300,000.00, to $3,000,000.00.

MOTION: Motion by Commissioner Sherman, and seconded by Commissioner Nickita:
To approve the minutes of June 20, 2019 Special City Commission Workshop as corrected.

VOTE: Yeas, 7
Nays, 0

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

07-178-19 PUBLIC HEARING OF NECESSITY FOR 2019 CAPE SEAL PROGRAM

Mayor Bordman opened the public hearing at 8:00 p.m.

Department of Public Services Manager Filipski presented the item with an explanation as to why Lakeview, which was included in the first round of notifications, was not included in this suggested resolution. Subsequent to the notifications, residents on Lakeview were successful in obtaining the required signatures for an upgrade petition for fully improved roads.

Commissioner DeWeese asked when would the improvements to Lakeview from Oak to Harmon come before the Commission. Manager Filipski indicated it is a more intense process than the Cape Seal program and expects to have a suggested resolution within a few months. If the residents change their minds, it would have to come back before the commission to include in the Cape Seal program.

Commissioner Hoff clarified that it would be all of Lakeview. She went on to ask why Northlawn and Worth are not being done in their entirety. Mr. Filipski explained that the sections indicated are one-offs in the middle of what are otherwise improved blocks.

Mayor Pro Tem Boutros asked if approving the suggested resolution tonight would affect the Ad-Hoc Unimproved Streets Study Committee's ability to make decisions that would affect future improvements.

City Manager Valentine noted that the maintenance cycle on unimproved streets is about 7-10 years. As the streets are improved under this maintenance cycle, there is a window before they would be addressed. The timing of these maintenance cycles would be able to be incorporated into anything adopted in terms of policy changes going forward for unimproved streets.

Mayor Bordman opened the meeting for Public Comment:
Tom December, 921 North Adams, part of the Abbey Terrace Condominium Association, noted that Wimbleton from Adams to Woodward, a very heavily traveled street. He asked if there has been an outreach to the neighborhood to make a permanent improvement. Mr. Filipski verified that the literature sent out regarding the program did include information on the process for requesting an improved street.

Mayor Bordman reiterated the process. Mr. December asked would the entire street need unity in the decision. Mr. Filipski and City Manager Valentine confirmed that policy preference is to do the entire street. Mr. December also asked how the assessment that he received as a resident on Adams St. was determined. Mr. Filipski explained that the condominium complex is one parcel of land so the assessment is split among all of the residents on that parcel. Mr. December asked

how is cost determined. Mr. Filipski presented the formula to calculate cost and how it is assessed to residents inclusive of the cost share of 85%/15% owner/City.

Christopher Bidlake, 139 Wimbleton, observed that there is a lot of traffic that does not belong to the neighborhood including heavy vehicles. His primary concern is the 85% cost assessment on the homeowner. He feels that it is unfair and disadvantageous given that the residents do not constitute a significant amount of wear in comparison to some of the other vehicles that travel along this route. He went on to say to City Manager Valentine that the maintenance cycle established for the roads is not appropriate for the heavily travelled Wimbleton. He went on to urge the Commission to not approve the suggested resolution as written and allow some time to readdress the way the cost is assessed to the residents and whether or not the Cape Seal is an effective method for Wimbleton Street or the time frame for this project is substantially worth it.

City Manager Valentine pointed out that Mr. Bidlake is really asking for a policy change on how the roads are administered. That discussion is ongoing as part of the ad-hoc committee's scope of work. They are evaluating not only the structure of the road and the cost of these options, but the policies that drive this process. The structure of how to address certain types of roads, and costs allocations is under review; but at this point, no decisions have been made.

Commissioner Hoff asked Mr. Bidlake if he was interested in the petition process for an improved road. Mr. Bidlake said he had not investigated the cost, and does not know if he would be able to afford it until he does he due diligence.

Mayor Pro Tem Boutros, again asked for confirmation that if the resolution is passed tonight, would the residents still be able to petition for improved streets before the Cape Seal is done. City Manager Valentine clarified that if the resolution is passed, the commission is establishing the necessity that this work be completed.

Mike Schloff, 1850 Northlawn, noted that this is his fifth cycle of cape sealing on Northlawn in 34 years, and Northlawn has the same issues as Wimbleton with cut through traffic, plus an additional burden of Birmingham School District bus traffic, and finally, Birmingham abuts Northlawn on the south end of the City and the other side of Northlawn is Birmingham Country Club which is in Bloomfield Township. He went on to ask if Birmingham shared road cost with Bloomfield Township. Mr. Schloff said that his question does not address the necessity; it addresses the necessity of a fair and equitable sharing of the cost based on the users of the road. He believes that he and his neighbors are taxed double for the road because there are no Birmingham residents on the other side of the street. He also believes that Bloomfield Township and the golf course gets a free ride for a new and improved road. He asks why the City does not approach Bloomfield Township for cost sharing. City Manager Valentine explained that under current policy, residents are not charged for maintenance of the gravel road based on who uses the road but who adjoins it. Attorney Currier confirmed that the City could approach Bloomfield Township for cost sharing, but there is no legal basis to require it.

Anthony Ansara, 176 Wimbleton, asked what is the lifespan of an improved road in comparison to cape sealing. Mr. O'Meara responded an improved road could hope for a 40-year life span. Mr. Ansara also asked in terms of the petition process, does it require a unanimous decision. Mr. O'Meara responded that over 50% of the residents are needed but the final call is always with the City Commission.

Brian Duffy, 700 Wimbleton, asked where literature could be acquired on getting an improved road. Mr. O'Meara said by calling the engineering office during normal business hours at (248)530-1850. Mr. Duffy, regarding Mr. Bidlake's comments, said that there is a need to push through on some of the streets that are damaged, but if a street is being cape sealed and the residents want complete improvement at this point, will they be assessed again. Mayor Bordman responded yes, because it is late in the process to obtain the required signatures that could remove Wimbleton from the current suggested resolution. Department of Public Services Manager Filipski told Mr. Duffy the bid process is complete, there were two bidders and one round of bidding. Mr. Duffy asked if there is a reason why this resolution cannot be put off until after the policy is reviewed or changed. City Manager Valentine responded that he could speculate but at this point, they are not far enough in the process to have any formal recommendations. The cape sealing process is proceeding because this general maintenance needs to occur.

Commissioner Sherman, due to the numerous responses from Wimbleton Street, gave approximate costs in general and referred everyone to the City's website to view details. He advocated for improved streets.

Shirley Sinelli, a 70-year resident at 1908 Sheffield, prefaced her questions with Sheffield is considered a major artery and, residents are assessed the same as every other resident and, traffic has increased greatly and the cape seal doesn't last as long as it used to and, she hopes the City uses a different company than the last time because it did not last and, finally, she asked if major arteries assessed more than less travelled streets. City Manager Valentine, again, said that under current policy there is no differentiation between who uses the street and the condition of the road.

Danny Sideman, 652 Wimbleton, asked if the assessment for the Cape Seal program occurs annually. Mayor Bordman answered that every year the engineering department examines the roads and decides which are in most need of cape sealant for unimproved streets. She went on to say that if your street qualified this year, it will be unlikely that the street will qualify again in the near term. Mr. Sideman agreed that it sounds like there is enough interest from the residents on Wimbleton and asked if it is possible to remove Wimbleton from the resolution and consider it for next year, giving the residents a chance to work up a petition and avoid sinking money into cape seal when an improved road is desired. Commissioner Hoff reiterated that the hearing of confirmation is on July 22nd. Mayor Bordman said that the decision tonight is that the streets presented are sufficiently in need of cape seal; and on July 22 is the hearing of confirmation that will seal the deal. So, the residents of Wimbleton have a couple of weeks to get a petition signed and submitted to the City to turn a cape sealed road into an improved road. It can be done by July 22nd when this commission makes a final decision.

Commissioner Sherman called on David Bloom, of Stanley Street, to say how long it took to circulate a petition on Stanley. Mr. Bloom reported that it took a couple of weeks to obtain a sufficient number of signatures.

City Manager Valentine clarified that Lakeview has obtained a petition with a 54% majority in favor of improving the road. For that reason, it has been removed from necessity public hearing. If another street wanted to proceed with trying to obtain a majority petition to have their street improved, the commission could approve the necessity tonight with the current resolution and if the residents turn in a majority petition by July 19, the street could be removed at the time of confirmation. Commissioner Hoff suggested residents contact Mr. O'Meara for all the information so that you are prepared to present the cost to your neighbors while petitioning them for a permanent improvement.

Mr. Sideman asked if there was another path to have Wimbleton removed from consideration this year other than a 51% petition. Mayor Bordman stated the problem she sees is that you do not have every homeowner here to say, "yes, let us wait". It could be that a majority of your neighbors do not want to wait. If the item is removed tonight, it would be disadvantaging people who are not here to speak.

Commissioner Harris presented a question for staff on the process. Even if the Commission approves the resolution determining a necessity tonight, would the Commission also consider additional correspondence, if hypothetically residents wanted to delay the cape seal for one year. Would we consider that before the approval on July 22 or have the opportunity to review as well?

Mayor Pro Tem Boutros, a member of the ad-hoc committee, said that he believes cape seal is a band-aid. He feels that it is ridiculous for residents to knock on doors and create discomfort between neighbors. This is a serious endeavor, but the biggest challenge is not who initiates the petition; hopefully the results in the future will be from the City staff, not residents. While allowing the residents an opportunity to come before the Commission and object, let us start the petition, if that is the change forthcoming. The other challenge is the money involved and many residents feel the assessment is unequitable. He went on to say that, the cost is approximately triple for improved roads in comparison to cape seal because it is significant change. Residents must go back with the clarity that the money is going to be a lot more; but improvement is the solution. If approved tonight, make sure that your message is delivered to the residents with clarity. Be sure to give your questions to the Engineering Department or City Manager prior to the meeting on July 22, so that this Commission is confident to move forward.

David Bloom, Stanley St, suggested the residents try to obtain more than 51% in case someone changes their mind. It was his experience that the City Commission will not approve if the support is less than 60% or two thirds of the residents.

Clinton Baller, 828 Shirley, because he has done this twice, advised the residents on Wimbleton to use the Engineering Department. They are very flexible with design, which helps. It would also be helpful to find out what constitutes a signature on a petition. The City Attorney would be able to give an opinion on that subject. It may be a simpler way to obtain signatures other than going door-to-door. City Attorney Currier affirmed that there are established procedures with the Engineering Department that are followed. City Manager Valentine reaffirmed City Attorney Currier's comments. He also said that anyone who has questions relative to this process should contact Mr. O'Meara in the Engineering Department at (248)530-1850 during normal business hours.

Dominick Pulis, 824 Wimbleton, wants to go on the record as being present. He is a big fan of due process but understands that the residents have some homework to do. He appreciates the time, education, and the opportunity to squeeze in a potential permanent solution for the street.

Mayor Bordman closed the public hearing at 8:44 p.m.

MOTION: Motion by Commissioner Sherman, and seconded by Commissioner Nickita:
To determine necessity for the improvement to be known as 2019 Cape Seal Program-Public Street Improvement; further, to approve the cost estimates submitted by the Department of Public Services; further, to create 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.

VOTE:	Yeas,	7
	Nays,	0

07-179-19 MASTER PLAN UPDATE – CHARRETTE SUMMARY

Matthew Lambert, Partner with DPZ and Project Manager of the consultant team for the Master Plan process, presented a summary of discussions at the Charrette, which will accompany the 2nd survey that opened last week asking the public for input on each of the proposal items in document. The survey is available at thebirminghamplan.com. On tab "Documents", there are links to all of the documents before you, and tab "Participate" has a link to the survey.

Mayor Bordman urged everyone to go to the official website: thebirminghamplan.com accessible through the City's website.

Mr. Lambert invited everyone to the drop-in clinic at 255 South Woodward 9:00 a.m. until 7:30 p.m. for the next two days. He also asked is there anything the Commission feels needs to be added to the scope.

Commissioner DeWeese has an item to reconsider relative to neighborhood associations, identifying them and making them stronger. In part, you suggest a new meeting hall for Birmingham at Barnum Park. Historically the meeting house for Birmingham has been the community center right here in our civic center. He also suggested using the library.

Commissioner Hoff mentioned that the first part of the materials focuses on parking in neighborhoods and you have accurately assessed the many different variations in our neighborhoods for parking. She went on to say that, one of his suggestions is to have just 3 conditions and I think that is valid. However, one of the options is 2-hour parking and it is my understanding that the police are no longer allowed to enforce that by marking tires, so how will it be enforced. Mr. Lambert responded that they would follow up with the police and the parking consultant.

Commissioner Nickita wants to make sure the City clarifies/refines:

1) lot combinations/lot splits; in the master plan there should be some direction as to where combinations would be appropriate and where it is not;
2) rail district (plan goes back to 1999) in updated revision, you have shown some of those with a red line where streets would go through; as clear as a plan can be it is going to help us implement it over time. My thought was that some of the renderings, or specifically that aerial of rendering is fine. Maybe clearly articulate the changes, so that the vision image is more representative than the idea.
3) South Woodward district that is clearly moving toward pedestrian zones from Lincoln to 14 Mile Road seems like the orientation or the way it is being presented now is clear cutting the entire block along Woodward, building back toward the alley is the preferred way. My concern is that it is not the nature of Woodward overall so I think that something that would be more likely are the buildings holding the corners and having the mid-block parking situation. That system being the more preferred or logical and should be illustrated as the more typical situation.
4) The retail zones at north end (Market District) and south end (Haines Square District), needs clarity on whether the district is primary or secondary retail. On the North end right now, there is a very strong West Side at the corner of Harmon and Old Woodward. While it is shown as secondary on the West side, he would say that it is currently primary (where Scaloppini's is located). He would show that as primary on both sides, and suggest that details need refining.
5) On the south end, the City has the potential to articulate Old Woodward differently. Commissioner Nikita recommends showing what it is now and how it would be implemented.
6) We talked early on about the assets of the neighborhoods and the commercial districts and the idea of having stronger and evident linkages in terms of priorities; there are certain places where streets are the connectors between two areas. In the master plan, have we addressed the idea of stronger linkages between the assets of the City that are there now, but not embellished.
7) The City struggles with street width discussions and recommendations for very wide residential streets. Residential streets should be 27' from 35'. Will the Masterplan address street width so that the streets are safer and more proper for pedestrian zones adding greenspace?
8) There is a lot of discussion about the senior facility NEXT. It is not owned by the City and doing a lot in a limited space; there is an opportunity in the Master Plan to address a civic building of substance, for permanent home to NEXT.
9) In the downtown master plan done by DZ, part of the success we've had with 2016 plan originated with long and short term plans.

Mr. Lambert reminded the Commission that the documents before them are a summary of the Charrette and not a draft of the master plan.

Mayor Bordman explained that the City Commission wanted to emphasize the neighborhoods in this plan because so much of our most recent past work has concentrated on the downtown, and the neighborhoods are a large and important part of Birmingham. She felt that there are some interesting ideas for the seams in the neighborhoods; but she has a concern about something that has been discussed with me by many residents, which is the character of our neighborhoods and the changes that people have seen and do not like. For example, a neighborhood that traditionally had all ranch houses is now becoming a neighborhood with colonials. Intimate sized homes are demolished and replaced with large homes. She was hoping to see in the master plan some attention paid to whether the City can have an influence on the way the neighborhoods are developing and give us some ideas to make sure that we do not lose diversity in home sizes. It is apparent that the City is losing some of that difference.

Mr. Lambert expressed that it is a bit of a conundrum but we can help explain why. His firm is most helpful with trying to clarify conditions and help people understand what is going on in the most complex situations. On the first survey during the Charrette, it was 50%/50% that character is decreasing because of change and people thinking that it is not decreasing. During the Charrette, a lot of interest was expressed in affordability.

Mayor Bordman went on to say that affordability dovetails in many respects with neighborhood character. When a neighborhood with a small house sells for $400,000.00, the block ends up with a gigantic house because the new owners demolish and rebuild. Mayor Bordman said that she would appreciate seeing something specifically instead of just affordability.

Clinton Baller, 822 Shirley, asked what is the timeline for the final report. Mr. Lambert responded that September 23 would be the first draft to the Commission, and a plan to present the second draft on January 13, 2020 following comments on the first draft. At the end of January/beginning of February, the plan will go to the Planning Board and February 17 to the City Commission with the final plan. Mr. Baller asked if this is a common timeline. Mayor Bordman said that when the RFP was established, a long timeline was involved to get the best input from public because the plan is final. Mr. Lambert said that a year or a year and a half is typical. Mr. Baller referred to the Bates Street extension brought up by Commissioner Nickita and asked Mr. Lambert had he been asked to look at it. Mr. Lambert replied that it was not part of the scope of the master plan. Mr. Baller commented that there is a special election coming up on the Bates street extension, with significant opposition, and suggested that the consultant look at the extension as part of the 2040 Plan. He was advised by the City Attorney that political speech was out of order.

07-180-19 REVISED 2019-2020 PLANNING BOARD ACTION LIST

Planning Director Ecker presented the item.

Mayor Bordman asked if the Planning Board decided the order of the list. Director Ecker said no, not since the joint meeting. She expressed that solar panels, balcony and terrace enclosures were added in as a suggestion, in this order, because everything else is addressed by the master plan; therefore, these two items moved up in priority.

Commissioner DeWeese wanted to note that many of the items are priority but recommended that they be considered part of the master plan process. Make sure that staff is working closely with that team so that it is actually part of the process and integrated into the plan.

Commissioner Hoff asked about the solar panel review process; also #14 refers to sustainable urbanism and discussions of solar power; but the panels are a little bit different. Director Ecker said that they are because regulations governing the panels already exist. Commissioner Hoff also asked about the definition of retail. Director Ecker confirmed it is being considered in the master plan.

Commissioner Hoff asked if D-5 zoning would be included in the master plan process. Director Ecker responded that it would not be that site in particular, but zoning in general along Woodward by density and other general questions for that area.

MOTION: Motion by Commissioner Sherman, and seconded by Commissioner Hoff:
To approve the revised 2019-2020 Planning Board Action List as provided, with the understanding the order is temporary until we have master plan when the priority order may change.

VOTE:	Yeas,	7
	Nays,	0

07-181 -19 RECOMMENDATION TO RELEASE ADDITIONAL GRAVES FOR SALE AT GREENWOOD CEMETERY

City Clerk Mynsberge presented the item.

Commissioner Harris asked about the portfolio target that aspires to sell approximately 622 graves but the 2015 study shows that there are only 530 graves available. Clerk Mynsberge explained she asked the finance director to develop a projection for the number of lots needed to be sold to get the portfolio to a place that would earn the annual maintenance costs.

Commissioner Hoff noticed that 480 spots are in Section B and C and only 50 are in Sections D, K, L, and O; why is that? Clerk Mynsberge replied that there were fewer spaces in those sections available for sale to begin with. Commissioner Hoff is not in favor of selling any plots in Section B and C until there are no more plots available in the other sections.

Commissioner Sherman asked if pricing has been evaluated. Clerk Mynsberge answered that it has not been analyzed. She also reminded the commission that a portion of the lot sales goes to the perpetual care fund.

George Stern, member of the Greenwood Cemetery Advisory Board (GCAB), in thinking about long term planning, advised the Commission to consider cremation, which is currently 60% of all burials. Moving into the future, creating attractive columbarium that fits into the historic nature of the cemetery would be the way to go.

Linda Buchanan, member of the GCAB, in response to Mr. Stern, agreed that there is a trend toward cremation more than full burials; but plots can hold up to three cremations. Therefore, if you purchase a plot you do not have to have a full burial. Basically, the Cemetery Board is not shocked at the marked decline in sales because cemeteries are very generational; younger generations/millennials are not in favor of traditional burials. Sales are consistent with the size of the cemetery, and low sales should not alarm anyone. As a historic preservationist, she would like to see no more sales in section B.

Margaret Suter, member of the GCAB, was not in favor of sales in Section B. She suggested, in planning, we should look at pricing to insure that we are competitive. As far as columbaria, they have to be constructed and it would cost money; money better used to find additional plots. Columbaria would distract from the park like setting that exist today. Relative to the historical significance of Section B, headstone damage after new burials is occurring.

Michael Schneider, 251 Strathmoor, Bloomfield, expressed that it is wonderful that there are still some grave sites available and encouraged cemetery management not to be in a hurry to sell them all; you have an opportunity to have multiple generations of families buried in the same cemetery.

Commissioner Harris wanted to take heed of the comments that the pricing should reflect our goal of funding annual maintenance. He also asked would it be appropriate for the board to consider whether additional plots should be sold at all in Section B.

Generally, the Commission was in favor of:

- Releasing no additional plots until the GCAB studies the appropriate market price of plots.
- Considering not selling additional plots in the historic sections B & C.

Mayor Bordman stated the GCAB will be using Ground Penetrating Radar (GPR) to find additional spaces, and was not in favor of selling additional spaces in sections B & C until the GPR work is completed. She noted a decision will need to be made as to when the cemetery is defined as "filled" and suggested it could be considered filled without further disturbing the historic areas.

City Manager Valentine pointed out the philosophy for establishing the Perpetual Care Fund was to generate funding to pay for annual maintenance of the cemetery in order for it not to fall as a burden on taxpayers.

07-182-19 RECOMMENDATION ON AMENDMENT TO RULES AND REGULATIONS REGARDING MONUMENTS IN SECTION F NORTH OF THE GREENWOOD CEMETERY

City Clerk Mynsberge presented the item.

Commissioner Hoff asked if the four monuments in production are replacing flush markers. Ms. Mynsberge said that they could be in some instances, but one in particular is a father and daughter who were recently buried and the monuments are likely planned instead of a flat marker.

In response to Commissioner Harris, City Attorney Currier affirmed that the existing monuments and monument orders would be grandfathered in, and City Clerk Mynsberge reported her staff was unable to locate additional next-of-kin of plot owners.

Mayor Bordman reflected back to 2017 and recalled that information as to why Section F North was flush markers only was not available. City Clerk Mynsberge said no records have been located which would explain why that decision was made. Section F North is the only area that is set aside to be flush.

Commissioner DeWeese said that many Sections of the cemetery have a unique character; specifically, the much discussed Section B. Section F North also has a unique nature and will remain unique even if the resolution is passed. Most people who bought in that Section were aware of the restriction and still chose it. He would be in support of the resolution particularly with the time limit. He also suggested revisiting after the cemetery produces a master plan.

Commissioner Sherman does not see any reason to make a change to the rules, as they exist today when it was previously examined and no one saw any practical reason not to change. He also noted that there were sculptures and pots in Section F North at the time and maintenance was not an issue.

George Stern, member of the GCAB, has been involved with cemeteries for thirty (30) years and stated that it is common practice to have sections dedicated to monuments and at least one section dedicated to flush markers in most cemeteries. The amount of maintenance is the same. With flush markers, the grass tends to grow over the top of the stone. In early years, cemeteries were a place for city people to go and spend time in a beautiful park like atmosphere. After WWII, flush markers were developed and were quite calming. Around the 1950's flush markers were thought to be more equitable for people who could not afford the elaborate monuments and mausoleums. In the 1960's flush memorials became very popular and memorial gardens were established so that everyone would have absolute equality in burial as well as in life.

Mike Schneider, son of parents buried in Section F North, explained at the time his parents bought their plots they were told that the plots were in a section where all the monuments would be flush with the ground. It was not just a restriction for the purchasers of the plots; it was also a promise to them that their graves would be in a section free of above ground monuments. There are others who have complained about the change in rules. The rule requiring flush markers was an agreement between the City and all of the purchasers of gravesites in that section. Not all purchasers will care, but those who do care, are entitled to have the City hold up its end of that agreement. He is requesting that the Commission reinstate the rule for flush markers only and restore the openness and serenity in Section F North of Greenwood Cemetery. He also asked that the Commission require the above ground monuments that have since been erected there be replaced with flush markers.

Clinton Baller, owner of two plots in Section F North, noted that none of the markers appears to be flush.

Commissioner Hoff expressed that she sympathizes with Mr. Schneider and that his concerns are valid, but the Commission made the decision to allow Mr. Robertson to put a monument in that section and cannot imagine asking him to take it down. She went on to say that she would consider not allowing additional monuments in the future, but it must be discussed and a decision has to be made on how to move forward.

Commissioner Harris echoed Commissioner Hoff's comments and commended Mr. Schneider for honoring his parents with his request and the civility displayed before the City. He also said that he is inclined to maintain the status quo.

Commissioner Nikita concurred with Commissioner Harris's comments. The Commission conducted a full review, made a decision in 2017, and he does not see a valid reason to change the decision.

Commissioner Hoff disagreed and asked that the Commission put themselves in Mr. Schneider's position. While there are only two upright monuments in place, the Commission has a chance to go back and give the families what they were sold and expect from the cemetery. It is an emotional piece, she believes that everyone must be empathetic to the people who have loved ones buried there, and the people who are planning to use Section F North in the future.

Mayor Pro Tem Boutros sympathizes with Mr. Schneider but maintains that no one knows how many people opposed the decision, and did not feel that there was a compelling reason to change.

Mayor Bordman asked if the deed outlined any restrictions for monuments.

Commissioner Sherman referencing a burial certificate for the Robertsons in the packet that indicated, in his opinion, that the rules can be changed.

Margaret Suter, member of the GCAB, indicated that a letter was attached to the Robertson's burial certificate describing the restriction for flush monuments. Commissioner Sherman concurred that there was a letter but expressed that the deed is going to control the agreement not the letter.

Mayor Bordman expressed that this is going to be a hard decision because this Commission does not have the capacity to require that the monuments be replaced. The deed clearly allows for a change in rules.

MOTION: Motion by Commissioner Harris, and seconded by Mayor Pro Tem Boutros:
To maintain the current Greenwood Cemetery Operational Procedures, Conditions and Regulations allowing above ground monuments in Section F North.

Commissioner Hoff expressed that she is not going to support the motion because she thinks the Commission made a mistake; there were options for Mr. Robertson. She feels that the Commission should vote to leave what's there, because it is not appropriate to ask the people to replace their monuments, and move forward with flush markers as declared when the cemetery was founded and promised to the people who purchased in that section.

Mayor Bordman said that she is going to support the resolution because the appearance of that section has already been changed.

VOTE:	Yeas,	5
	Nays,	2 (DeWeese, Hoff)

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

David Bloom, 5091 Stanley, began to advocate for a political issue and was called out of order.

Clinton Baller requested that the decision made about the cemetery be communicated to the owners of plots in Section F North and to others who are considering purchasing plots in that section.

Mr. Baller insisted he had the right to speak about any matter under the First Amendment. City Attorney Currier indicated political advocacy is against policy on the cable station, and told Mr. Baller he was out of order.

XI. ADJOURN

Mayor Bordman adjourned the meeting at 10:48 p.m.

J. Cherilynn Mynsberge, City Clerk
/vc

City of Birmingham
Warrant List Dated 07/10/2019

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
267259	*	001623	16TH DISTRICT COURT	400.00
267260	*	000855	48TH DISTRICT COURT	100.00
267261	*	000855	48TH DISTRICT COURT	100.00
267262	*	000855	48TH DISTRICT COURT	600.00
267263	*	006965	7UP DETROIT	387.25
267264		008106	ACUSHNET COMPANY	676.64
267265		009088	ALADTEC INC	249.58
267266		009092	AMERICAN CYCLE & FITNESS-ROYAL OAK	2,390.38
267267	*	008977	APPLICANTPRO	99.00
267268		003946	ARAMARK	360.89
267269		007479	ASB DISTRIBUTORS	112.10
267270	*	009066	AUDREY RAY LLC	1,700.00
267271		006316	BAHL & GAYNOR, INC	4,920.83
267272		003012	BATTERIES PLUS	338.80
267273	*	009042	RANDY BEARDEN	200.00
267274		MISC	BERNICE TROGAN	120.30
267275	*	004931	BIDNET	523.86
267276		002231	BILLINGS LAWN EQUIPMENT INC.	414.88
267277		008503	BIRDIE IMAGING SUPPLIES, INC	2,880.00
267278	*	008992	CITY OF BIRMINGHAM #237	4,539.47
267279		005003	BIRMINGHAM BLOOMFIELD COMMUNITY	1,258.40
267281	*	001086	CITY OF BIRMINGHAM	1,164.28
267283		004244	BOLYARD LUMBER	158.75
267285		008179	BUCCILLI GROUP, LLC	2,820.00
267286	*	001137	KATHRYN BURRICK	24.36
267287		003907	CADILLAC ASPHALT, LLC	1,162.34
267288		008082	CAMFIL USA INC	1,654.60
267289		009078	CANON SOLUTIONS AMERICA INC	904.20
267290		000595	CARRIER & GABLE INC	681.33
267291		009083	CARTEGRAPH	10,400.00
267292		005238	CBTS	682.00
267294	*	000444	CDW GOVERNMENT INC	3,281.49
267295		007710	CINTAS CORP	144.41
267296		000605	CINTAS CORPORATION	319.57
267297	*	009080	CITY OF BIRMINGHAM #238	46,101.40
267298		MISC	CLARKSTON ROOFING PROFESSIONALS	200.00
267299	*	008955	COMCAST	367.03
267300		MISC	CONSUMERS ENERGY	12.50
267302	*	008288	THOMAS BROOKS COWAN	204.83
267303	*	000574	CULTURAL COUNCIL OF	3,537.00
267304		009068	THORNETTA DAVIS-ANDERSON	1,500.00
267305	*	005125	DEVIN DEROECK	80.00

City of Birmingham
Warrant List Dated 07/10/2019

Meeting of 07/22/2019

Check Number	Early Release	Vendor #	Vendor	Amount
267307	*	006077	DI PONIO CONTRACTING INC	528,476.30
267308		008641	DINGES FIRE COMPANY	2,629.70
267309		000190	DOWNRIVER REFRIGERATION	20.50
267311	*	000180	DTE ENERGY	37,846.70
267312	*	000179	DTE ENERGY	627.31
267313	*	000179	DTE ENERGY	100.92
267314	*	000179	DTE ENERGY	802.57
267315	*	000179	DTE ENERGY	57.67
267316		002375	DUANY PLATER-ZYBERK & CO.	7,200.00
267317	*	007538	EGANIX, INC.	720.00
267318		000196	EJ USA, INC.	1,409.12
267319		004671	ELDER FORD	157.57
267320		007684	ELITE TRAUMA CLEAN-UP INC.	50.00
267321		MISC	ENA BROWN	134.16
267323		005964	FIRE SUPPRESSION PRODUCTS, INC	260.00
267324		007172	GARY KNUREK INC	93.00
267325	*	004604	GORDON FOOD	2,523.27
267326		005103	GORNO FORD, INC.	18,678.00
267327	*	002917	GOVERNMENT FINANCE OFFICERS ASSN	425.00
267328		008293	GRAINGER	54.05
267330		000249	GUARDIAN ALARM	235.14
267331		001377	HAGOPIAN CLEANING SERVICES	60.00
267332		006346	HARRELL'S LLC	13,097.23
267333		MISC	HOME DEPOT USA INC	500.00
267334		000948	HYDROCORP	2,630.00
267335		000342	IBS OF SE MICHIGAN	275.95
267337		000340	INDUSTRIAL BROOM SERVICE, LLC	861.76
267338		008564	JERRY'S TIRE	129.00
267339		004088	KGM DISTRIBUTORS INC	749.00
267341		008553	L.G.K. BUILDING, INC	6,945.00
267342		MISC	MARIUSZ BOROWIEC	200.00
267343		MISC	MCGRAW, AARON J	100.00
267344		000369	MCMI	5,899.20
267345		008793	MERGE MOBILE, INC.	146.00
267346		008207	METAL MART U.S.A.	93.22
267348	*	009085	MGSE SECURITY LLC	2,100.00
267349		MISC	MICHEL, THERESA C	100.00
267351		007394	MICHIGAN URBAN SEARCH & RESCUE	595.00
267352		008319	MKSK INC	4,365.00
267353		MISC	MOSHER & ASSOCIATES LANDSCAPE DESIG	100.00
267354		MISC	MOSHER DOLAN INC	500.00
267355		009075	NORTH COAST WINDOW WORKS INC	1,094.36
267357		MISC	OAK CONSTRUCTION	100.00

City of Birmingham
Warrant List Dated 07/10/2019

Meeting of 07/22/2019

Check Number	Early Release	Vendor #	Vendor	Amount
267358	*	000481	OFFICE DEPOT INC	350.90
267360		003881	ORKIN PEST CONTROL	100.00
267361		008197	PARKMOBILE LLC	4,729.38
267362		MISC	PELLA WINDOWS & DOORS, INC.	500.00
267363	*	001341	PIFER GOLF CARS INC	450.00
267364	*	000801	POSTMASTER	1,983.20
267365		MISC	POWER HOME SOLAR	87.50
267366	*	009067	POWERS GROUP INC	900.00
267367		002852	QMI GROUP INC	70.00
267368	*	001062	UNITED STATES TREASURY	2,697.97
267369	*	001062	UNITED STATES TREASURY	985.00
267370		008852	REDGUARD FIRE & SECURITY	300.00
267371		000286	RESIDEX LLC	2,392.10
267372		002566	REYNOLDS WATER	155.60
267373		MISC	RITA RIVERA	100.05
267374		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	95.11
267375		MISC	ROMANA CONSTRUCTION INC	100.00
267376		000221	RUSSELL HARDWARE COMPANY	129.54
267377		007527	SHEPPARD ENGINEERING P.C.	3,640.00
267378	*	004202	SHRED-IT USA	191.31
267379	*	008073	SITEONE LANDSCAPE SUPPLY, INC	324.82
267381		000260	SPARTAN DISTRIBUTORS INC	550.47
267382		MISC	STRAWBERRY SOLAR	200.00
267386		007503	SYDNEY SOLUTIONS LLC	239.00
267387		006802	TECH MECHANICAL, INC.	58,075.00
267388		MISC	TENNIS COURTS UNLIMITED	30,635.00
267389		MISC	THIRTEEN CORNERS LLC	100.00
267391		MISC	TKO HOME MAINTENANCE	100.00
267394		007295	U.S. KIDS GOLF	421.04
267395	*	009093	UNIVERSAL FIDELITY LP	186.20
267396	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	23,344.12
267397		007226	VALLEY CITY LINEN	331.35
267400	*	000158	VERIZON WIRELESS	152.49
267401	*	000158	VERIZON WIRELESS	891.54
267402	*	000158	VERIZON WIRELESS	1,343.20
267403		008026	VIS SERVICE INC	325.00
267404		MISC	WALLSIDE INC	500.00
267405	*	009010	WCI CONTRACTORS INC	52,119.00
267406		005112	WOLVERINE	156.53
267407		008391	XEROX CORPORATION	91.44
			SUBTOTAL PAPER CHECK	$930,958.03

EFT TRANSFER

" "		008732	AMAZON.COM, INC	168.00

City of Birmingham
Warrant List Dated 07/10/2019

Check Number	Early Release	Vendor #	Vendor	Amount
" "		MISC	BOYNE HIGHLAND RESORT	152.59
" "		008888	IKEA CANTON	1,752.30
" "		MISC	THE GRAND HOTEL	679.18
			SUBTOTAL EFT TRANSFER	$2,752.07
ACH TRANSACTION				
1137	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	23,077.68
1139	*	002284	ABEL ELECTRONICS INC	1,613.84
1140		002909	ACOM SOLUTIONS, INC.	250.00
1141		002679	ANCHOR WIPING CLOTH CO	180.00
1144		007345	BEVERLY HILLS ACE	42.15
1144	*	007345	BEVERLY HILLS ACE	80.34
1145		006683	BIRMINGHAM LAWN MAINTENANCE	25,348.00
1146	*	008044	CLUB PROPHET	540.00
1147	*	004232	DEARBORN LITHOGRAPH INC	5,840.74
1148		000847	DETROIT SALT COMPANY	28,549.44
1148	*	000847	DETROIT SALT COMPANY	7,105.41
1149	*	003807	DOETSCH INDUSTRIAL SVCS INC	59,820.56
1150	*	000565	DORNBOS SIGN & SAFETY INC	1,072.00
1152	*	000995	EQUATURE	3,500.00
1153		006181	FIRST CHOICE COFFEE SERV	180.45
1154		000217	FOUR SEASON RADIATOR SERVICE INC	125.00
1155		001023	GABRIEL, ROEDER, SMITH & CO.	2,100.00
1156	*	000243	GRAINGER	76.73
1157	*	007870	J.C. EHRLICH CO. INC.	70.00
1158	*	000261	J.H. HART URBAN FORESTRY	912.00
1159	*	002576	JAX KAR WASH	5,250.44
1160	*	003458	JOE'S AUTO PARTS, INC.	269.57
1161	*	000891	KELLER THOMA	1,248.75
1162		005876	KROPF MECHANICAL SERVICE COMPANY	1,779.51
1163	*	005550	LEE & ASSOCIATES CO., INC.	240.24
1165	*	007856	NEXT	26,986.00
1166	*	006359	NYE UNIFORM COMPANY	2,846.66
1167		007305	REFRIGERATION SERVICE PLUS	424.00
1168		003785	SIGNS-N-DESIGNS INC	2,605.00
1169	*	001097	SOCWA	170,238.95
1170		005787	SOUTHEASTERN EQUIPMENT CO. INC	619.55
1171		000273	TERMINAL SUPPLY CO.	255.24
1172		000969	VIGILANTE SECURITY INC	127.50
1173		008711	VOLVIK USA	892.82
			SUBTOTAL ACH TRANSACTION	$374,268.57

Meeting of 07/22/2019

City of Birmingham
Warrant List Dated 07/10/2019

Check Number	Early Release	Vendor #	Vendor	Amount
			GRAND TOTAL	$1,307,978.67

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 07/17/2019

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
267408	*	008649	ROBERT ABRAHAM JR.	425.00
267409	*	007510	GRANT ANKNEY	425.00
267410	*	008009	TREVOR BAKER	425.00
267411	*	009042	RANDY BEARDEN	425.00
267412	*	009095	STEVEN BONORA	425.00
267413	*	000598	CHRISTOPHER CATON	425.00
267414	*	007638	MARSHALL CRAWFORD	425.00
267415	*	003204	MARK DELAUDER	425.00
267416	*	006999	CHRISTOPHER DEMAN	425.00
267417	*	007289	BRIAN FREELS	425.00
267418	*	008648	HUNTER GILLICK	425.00
267419	*	008105	JASON GRANROTH	425.00
267420	*	003824	THOMAS I. HUGHES	425.00
267421	*	008874	JARED IMLAY	425.00
267422	*	007244	CHRISTOPHER JUDKINS	425.00
267423	*	007511	ADAM KNOWLES	425.00
267424	*	009043	IAN MCLAUGHLIN	425.00
267425	*	007306	MARK MISCHLE	425.00
267426	*	009096	RYAN NEUVILLE	425.00
267427	*	003963	DAVID PAPANDREA	425.00
267428	*	008875	JESSICA RAK	425.00
267429	*	007897	JEFFREY SCAIFE	425.00
267430	*	007898	JEFFREY SCHEMANSKY	425.00
267431	*	006591	MICHAEL SLACK	425.00
267432	*	007899	NICHOLAS SLANDA	425.00
267433	*	003466	ALAN SOAVE	425.00
267434	*	007245	NICK SOPER	425.00
267435	*	009044	JOEL TOMASZEWSKI	425.00
267436	*	009036	TIMOTHY WILCZEK	425.00
267437	*	007900	RYAN WISEMAN	425.00
267438	*	000855	48TH DISTRICT COURT	100.00
267439		001082	ABSOLUTE SALES INTERNATIONAL	1,439.64
267441		003708	AIRGAS USA, LLC	219.57
267442		007745	ALL COVERED	2,092.60
267443	*	005376	ALLEN AUDIO SYSTEM, LLC	1,255.00
267444		008431	AMCOBI	14,400.00
267445	*	000881	APWA	780.00
267446		007479	ASB DISTRIBUTORS	56.65
267447	*	006759	AT&T	248.25
267448	*	006759	AT&T	259.82
267449	*	006759	AT&T	198.87
267454		001122	BOB BARKER CO INC	769.60

City of Birmingham
Warrant List Dated 07/17/2019

Meeting of 07/22/2019

Check Number	Early Release	Vendor #	Vendor	Amount
267455	*	003839	MATTHEW J. BARTALINO	7.85
267456		MISC	BARTON CONTRACTING INC	500.00
267457		007009	BEAUMONT HEALTH SYSTEM	35.00
267458		002231	BILLINGS LAWN EQUIPMENT INC.	30.78
267459		000524	BIRMINGHAM LOCKSMITH	25.50
267460	*	001086	CITY OF BIRMINGHAM	424.05
267461	*	001086	CITY OF BIRMINGHAM	857.10
267462		MISC	BLACKSTONE CONSTRUCTION SERVIC	100.00
267464		004465	BMI	358.00
267465		MISC	BRET ANDRE VANDEPOLDER	100.00
267467		003907	CADILLAC ASPHALT, LLC	519.98
267468		000595	CARRIER & GABLE INC	84.00
267469		MISC	CASTLE, GREGORY E	200.00
267470	*	000444	CDW GOVERNMENT INC	119.98
267474		MISC	CESARE ANTHONY GROUP	200.00
267475		004188	COFFEE BREAK SERVICE, INC.	46.10
267476	*	008955	COMCAST	385.45
267477	*	006172	CONSTANT CONTACT, INC.	840.00
267478		002668	CONTRACTORS CLOTHING CO	347.57
267479		008512	COOL THREADS EMBROIDERY	643.90
267480		MISC	COUTCHIE, SUZANNE	100.00
267481		005742	CRAIN'S DETROIT BUSINESS	79.00
267482		003802	CROSWELL GREENHOUSE	17,812.85
267482	*	003802	CROSWELL GREENHOUSE	780.00
267483	*	009061	MICHAEL A. CRUCIANO	89.90
267484		003923	CUMMINS BRIDGEWAY LLC	35.70
267485		004386	CYNERGY PRODUCTS	146.83
267487		MISC	DCAM INC	100.00
267488		002473	DELL MARKETING L.P.	458.04
267490		006956	R.L. DEPPMANN COMPANY	248.62
267493	*	000179	DTE ENERGY	61.41
267494		MISC	DUNRITE ROOFING AND SIDING COMPANY	100.00
267495		007702	EASY PICKER GOLF PRODUCTS, INC	231.59
267497		004671	ELDER FORD	157.57
267499		007448	EPIC CLEANING SERVICES INC	2,800.00
267500		000936	FEDEX	227.49
267501	*	004514	FEDEX OFFICE	424.05
267503		008141	FIRE MODULES LLC	1,680.00
267504		009089	FULLY INC	509.00
267505		MISC	GLENWOOD TERRACE	100.00
267506	*	004604	GORDON FOOD	851.60
267507		MISC	GREGORY JAY TITTLE	100.00
267508		MISC	GROUX, JEFFREY S	100.00

City of Birmingham
Warrant List Dated 07/17/2019

Meeting of 07/22/2019

Check Number	Early Release	Vendor #	Vendor	Amount
267509		MISC	HARTFORD ROOFING & WARRANTY CO LLC	100.00
267510		001320	HAVEN INC	2,000.00
267511		MISC	HEMPHILL BUILDERS	500.00
267512		MISC	HOME IMPROVEMENT SOLUTIONS	100.00
267513	*	009094	HOWLAND'S TRAILER SALES	1,875.00
267515		001820	IIMC	210.00
267518		MISC	J B CONTRACTING COMPANY	100.00
267519		000344	J.T. EXPRESS, LTD.	1,049.27
267520		003823	JAY'S SEPTIC TANK SERVICE	160.00
267521		MISC	JC TACTICAL, LLC DBA RAIDER TRAININ	1,990.00
267522		MISC	JOE PIZIK ELECTRIC, INC.	265.00
267523		MISC	KASTLER CONSTRUCTION INC	500.00
267524		MISC	KELRAY CONSTRUCTION	200.00
267525		004088	KGM DISTRIBUTORS INC	169.00
267526		MISC	KINJORSKI CONSTR/DBA	100.00
267527	*	009086	KLEPINGER CONSTRUCTION	1,200.00
267528		004085	KONE INC	1,953.95
267529	*	000362	KROGER COMPANY	285.86
267530	*	008792	JOSEPH LAMBERT	66.95
267531		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	171.60
267533	*	008158	LOGICALIS INC	9,700.00
267534		MISC	LSD OPERATING CO	500.00
267536	*	008467	MAGIC BUS BAND LLC	2,400.00
267537		007797	MAILFINANCE INC.	422.64
267538		MISC	MARANGON BUILDERS LLC	200.00
267540		000888	MCKENNA ASSOCIATES INC	52,900.00
267541		006973	MDI WORLDWIDE	1,897.50
267543	*	000377	MICHIGAN MUNICIPAL LEAGUE	81.60
267544		007659	MICHIGAN.COM #1008	32.50
267548		MISC	MILFORD CONTRACTING	5,000.00
267549		MISC	MILLCREEK CONSTRUCTION MANAGEMENT C	5,900.00
267550		008490	MMRMA	4,042.00
267551		007163	MOBILE HEALTH RESOURCES	1,560.82
267552		MISC	MONDO HOLDINGS LLC	200.00
267554		007755	NETWORK SERVICES COMPANY	298.39
267555	*	004370	OCCUPATIONAL HEALTH CENTERS	500.00
267557	*	000481	OFFICE DEPOT INC	897.34
267559		MISC	PELLA WINDOWS & DOORS, INC.	500.00
267561	*	001753	PEPSI COLA	439.14
267562		002518	PITNEY BOWES INC	185.71
267564	*	008875	JESSICA RAK	27.84
267565		MISC	RASHID CONSTRUCTION	100.00
267567		005379	RED WING BUSINESS ADVANTAGE ACCT	1,650.41

City of Birmingham
Warrant List Dated 07/17/2019

Meeting of 07/22/2019

Check Number	Early Release	Vendor #	Vendor	Amount
267568	*	007305	REFRIGERATION SERVICE PLUS	424.00
267569		002566	REYNOLDS WATER	136.15
267570		MISC	ROOF ONE LLC	100.00
267571		000218	ROYAL OAK P.D.Q. LLC	88.00
267572		MISC	S A SCRIPT INC	200.00
267573		MISC	SALAH, CHARLES M	100.00
267574	*	002806	SAM'S CLUB/SYNCHRONY BANK	373.11
267575		MISC	SAS SERVICES INC	100.00
267576	*	004202	SHRED-IT USA	470.35
267577		008150	SITEIMPROVE, INC	2,488.50
267578	*	008073	SITEONE LANDSCAPE SUPPLY, INC	435.95
267579	*	005351	STATE OF MICHIGAN	31,594.34
267580	*	004355	SYMETRA LIFE INSURANCE COMPANY	57,232.40
267581		MISC	TEMPLETON BUILDING COMPANY	200.00
267582	*	MISC	THE MURDER MYSTER COMPANY	1,750.00
267585		007295	U.S. KIDS GOLF	149.36
267586		007226	VALLEY CITY LINEN	31.95
267587	*	008411	VARIPRO	817.50
267588	*	000158	VERIZON WIRELESS	76.02
267589	*	000158	VERIZON WIRELESS	432.45
267591		000299	WEINGARTZ SUPPLY	105.98
267592	*	000301	PAUL WELLS	92.36
267593		008915	WILLIAMS REFRIGERATION & HEATING	223.00
267594	*	005794	WINDSTREAM	785.00
267595		008391	XEROX CORPORATION	687.27
267596	*	MISC	JOSH JONES	300.00
267597	*	MISC	PHIL LANGMEYER	300.00
267598	*	MISC	RYAN GAGNON	300.00
			SUBTOTAL PAPER CHECK	$270,015.12

ACH TRANSACTION

1174		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	10,051.53
1175		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	4,327.74
1176		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	15,537.83
1177		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	12,077.63
1178	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	27,941.46
1179	*	002284	ABEL ELECTRONICS INC	326.92
1180		008555	ABELL PEST CONTROL INC	40.00
1181	*	003243	AMERICAN PRINTING SERVICES INC	2,943.00
1182	*	000517	BEIER HOWLETT P.C.	43,137.25
1183	*	007345	BEVERLY HILLS ACE	18.44
1184		006683	BIRMINGHAM LAWN MAINTENANCE	23,631.00
1185	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	78.75
1186	*	000157	BOB ADAMS TOWING INC	135.00

Meeting of 07/22/2019

City of Birmingham
Warrant List Dated 07/17/2019

Check Number	Early Release	Vendor #	Vendor	Amount
1187	*	000603	CHEMCO PRODUCTS INC	232.00
1189	*	000847	DETROIT SALT COMPANY	7,136.10
1190		001077	DUNCAN PARKING TECH INC	4,858.80
1190	*	001077	DUNCAN PARKING TECH INC	11,160.00
1191		000592	GAYLORD BROS., INC	915.20
1193	*	007870	J.C. EHRLICH CO. INC.	112.00
1194	*	000261	J.H. HART URBAN FORESTRY	13,897.00
1195	*	003458	JOE'S AUTO PARTS, INC.	14.99
1197		005876	KROPF MECHANICAL SERVICE COMPANY	2,532.91
1198	*	006359	NYE UNIFORM COMPANY	179.00
1200		006027	PENCHURA, LLC	222.00
1201		000897	PRINTING SYSTEMS INC	422.71
1202	*	003554	RKA PETROLEUM	9,981.20
1203		001181	ROSE PEST SOLUTIONS	89.00
1205		000254	SOCRRA	73,457.00
1206		004320	TRI-COUNTY POWER RODDING, INC	1,500.00
1207		000969	VIGILANTE SECURITY INC	185.00
1208	*	003925	WIZBANG PRODUCTS CO	887.65
			SUBTOTAL ACH TRANSACTION	$268,029.11
			GRAND TOTAL	$538,044.23

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.

Cherilynn Mynsberge <cmynsberge@bhamgov.org>

BZA Alternate Position

1 message

Richard Lilley <dicklilley0326@gmail.com> Wed, Jul 17, 2019 at 5:09 PM
To: Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Cherilynn Mynsberge
City Clerk
City of Birmingham

Please accept this letter as my formal resignation as an Alternate member to the Board of Zoning Appeals for the City of Birmingham.

Sincerely,

Richard M. Lilley
648 Cherry Court
Birmingham, MI 48009-1489

Richard M. Lilley
dicklilley@icloud.com
248-594-6737

SUGGESTED RESOLUTION:
To accept the resignation of Richard Lilley as an Alternate Member of the Board of Zoning Appeals, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

4E

MEMORANDUM

Department of Public Services

DATE: **June 24, 2019**

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

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

SUBJECT: **Booth Park Decorative Aluminum Fence**

INTRODUCTION:
A split rail fence currently runs along North Old Woodward, the southeastern edge of Booth Park property. The aging fence requires maintenance, and is quite unappealing. The proposed project will remove this fence and replace with decorative aluminum fence, to match the fence that runs along Harmon Street at Booth Park.

BACKGROUND:
In order to update the look and material of park property, the Department has budgeted for removing split rail fence at various properties. The Parks and Recreation Board is aware of this project as discussed as part of a larger program of removing split rail at Parks and City properties. Just recently the removal of split rail fence took place at Quarton Lake park north of Oak and along Manor Park, as budgeted for and approved by the Parks and Recreation Board and City Commission. This location at Booth Park in particular must have fencing in place to prevent passerby's from entering the edge of the seawall along the riverbank, and ultimately a steep slope toward the Rouge River.

The proposed project will replace approximately 300 feet of split rail fence with aluminum fence to match the existing style of fence along Harmon Street. The fence along Old Woodward will be

4-foot tall black decorative aluminum. The new style of fencing will be more attractive, less maintenance and a better barrier for safety than the old split rail.

Existing aluminum fence along Harmon Street at Booth Park

The Department of Public Services entered a request for quotes into the Michigan Inter-Governmental Trade Network (MITN) in accordance with the City's standard procurement procedures. Bid results are displayed in the table below.

Company	Base Bid
Kimberly Fence Company	**$8,287.31**
Justice Fence Company	$8,300.00
Motor City Fence Co.	$9,357.00
Nationwide Construction Group	$9,933.00
American Fence & Supply Co., Inc.	$14,078.00
Action Traffic Maintenance, INC	$31,500.00

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

FISCAL IMPACT:
Funds are available in the 2019-2020 budget from the Parks - Other Contractual Services account #101-751.000-811.0000 for this project.

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

The Department of Public Services recommends awarding the Booth Park Decorative Fence project to Kimberly Fence Company. They are the lowest responsive and qualified bidder. The Department of Public Services completed reference checks.

ATTACHMENTS:

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

SUGGESTED RESOLUTION:
To approve the purchase and installation of Decorative Aluminum Fence from Kimberly, LLC, in the amount not to exceed $8,287.31, to be located at Booth Park, along North Old Woodward. Funds are available from the Parks Other Contractual Services account # 101-751.000-811.0000 in the amount of $8,287.31. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

ATTACHMENT A - AGREEMENT
For Booth Park Decorative Aluminum Fence

This AGREEMENT, made this _____day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Kimberly Fence and Supply, Inc.,, having its principal office at 6470 E. 9 Mile Rd, Warren, MI 48091 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Services Department, is desirous of having work completed to remove 280 feet of split rail fence at Booth Park and replace it with 280 feet of decorative aluminum fencing (for safety and aesthetics).

WHEREAS, the City has heretofore advertised for bids for the removal and replacement of fencing at Booth Park along N. Old Woodward, 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 fence removal and installation.

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 fence installation at Booth Park and the Contractor's cost proposal dated __June 18th_ 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _$___8,287.31_____as set forth in the Contractor's ___June 18_, 2019 cost proposal.

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

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and

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

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

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

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

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

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

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

WITNESSES:

_____

_____

_____

CONTRACTOR

By: _____

Its: Estimator
Anthony Bonar

CITY OF BIRMINGHAM

By: _____
Patricia Bordman
Its: Mayor

By: _____
J. Cherilynn Mynsberge
Its: City Clerk

Approved:

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

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

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

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

FEDERATED INSURANCE®

Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949
Fax: 507-446-4664
E-mail: clientcontactcenter@fedins.com

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/19/2019

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 358-218-6
KIMBERLY FENCE AND SUPPLY
6470 E 9 MILE RD
WARREN, MI 48091-2671

COVERAGES CERTIFICATE NUMBER: 77 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	6047473	06/20/2019	06/20/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	N	6047473	06/20/2019	06/20/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	N	6047474	06/20/2019	06/20/2020	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	6059698	06/20/2019	06/20/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

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

CERTIFICATE HOLDER
358-218-6 77 0
ATTN: FINANCE DIRECTOR
CITY OF BIRMINGHAM
151 MARTIN STREET
PO BOX 3001
BIRMINGHAM, MI 48012-3001

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

AUTHORIZED REPRESENTATIVE
Michael G Kerr

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AGENCY CUSTOMER ID: 358-218-6
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY	NAMED INSURED KIMBERLY FENCE AND SUPPLY 6470 E 9 MILE RD WARREN, MI 48091-2671
POLICY NUMBER SEE CERTIFICATE # 77.0	
CARRIER SEE CERTIFICATE # 77.0 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 77.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: BOOTH PARK FENCE INSTALLATION AT THE CORNER OF N. OLD WOODWARD AND HARMON ST
THE CITY OF BIRMINGHAM, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSUREDS UNDER THE COMMERCIAL GENERAL LIABILITY, EXCESS LIABILITY AND AUTOMOBILE LIABILITY POLICY FOR SERVICE PERFORMED BY KIMBERLY FENCE AND SUPPLY INC., AS THEIR INTEREST MAY APPEAR, IF REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICIES.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
   Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

   In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
   1. To "loss" which occurs prior to the date of your contract with such person or organization;
   2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
   3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

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

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2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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ATTACHMENT B - BIDDER'S AGREEMENT
For Booth Park Decorative Aluminum Fence

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.

Anthony Bonar — 7/3/2019
BID PREPARED BY (Print Name) — **DATE**

Estimator — 7/3/2019
TITLE — **DATE**

[signature] — Anthony@Kimberlyfence.com
AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

Kimberly Fence
COMPANY

6470 E. 9 Mile rd. — 586-920-2014
ADDRESS — **PHONE**

Pauleener Inc — 586-920-2014
NAME OF PARENT COMPANY — **PHONE**

6470 E. 9 Mile rd.
ADDRESS

KIMBERLY FENCE & SUPPLY INC. 6470 E. 9 MILE RD.
WARREN, MI 48091 OFFICE 586-920-2014 FAX 586-510-4939
www.kimberlyfence.com sales@kimberlyfence.com

PROPOSAL/CONTRACT

06/03/2019

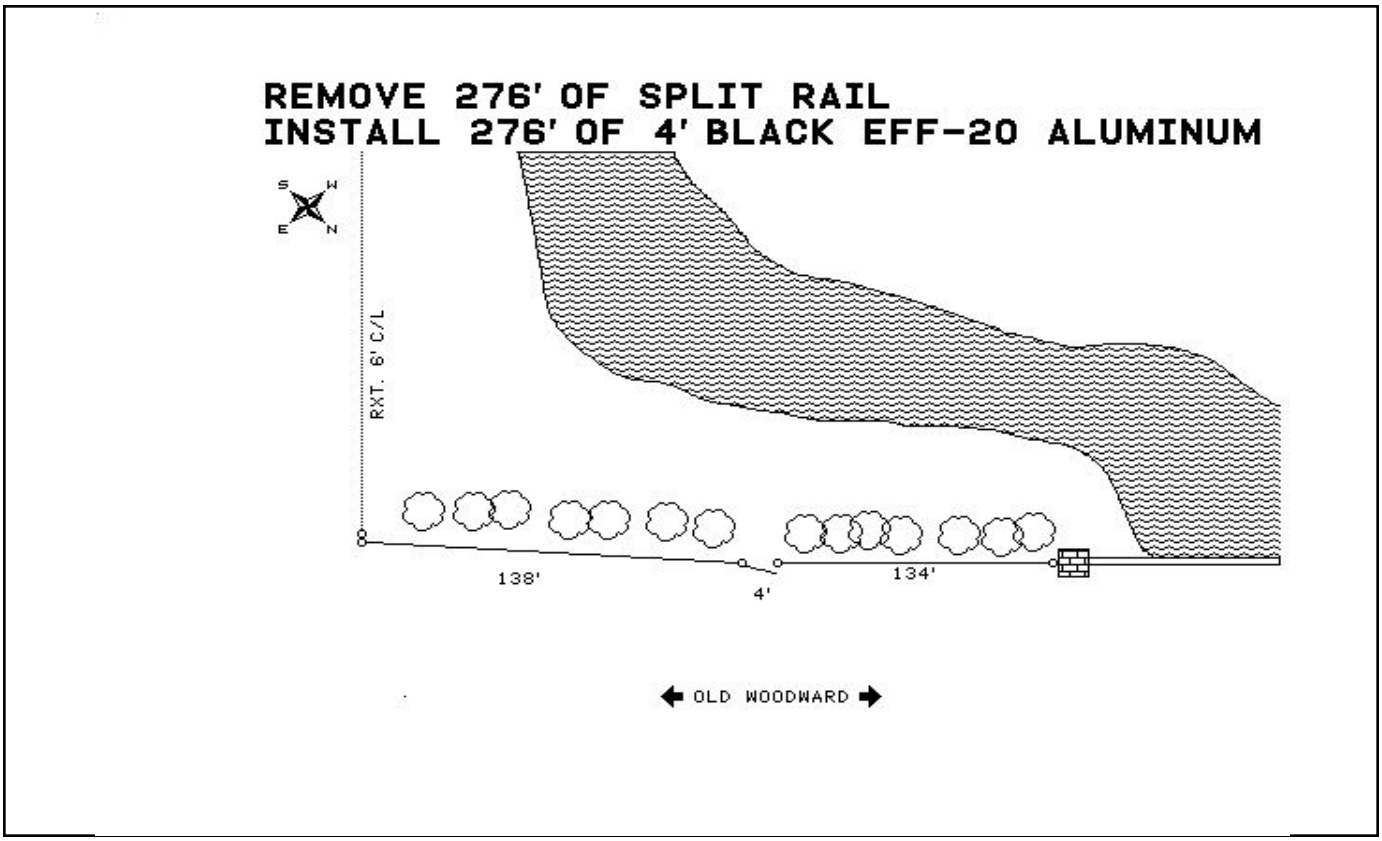
Customer Information:

BRENDAN MCGAUGHEY @ CITY OF BIRMINGHAM
C-248-417-7773
BOOTH PARK 475 N OLD WOODWARD
BIRMINGHAM, MI 48009

Job Information:

E-BMCGAUGHEY@BHAMGOV.ORG

Notes:
KIMBERLY FENCE TO PULL PERMIT IF REQUIRED BY YOUR CITY OR TWP. KIMBERLY FENCE WILL BE
- RESPONSIBLE FOR CALLING MISS DIG FOR PUBLIC SUPPLIED UTILITIES. KIMBERLY FENCE IS IN NO -
WAY RESPONSIBLE FOR ANY PRIVATE UNDERGROUND GAS LINES,SPRINKLER LINES, ELECTRICAL
LINES,ETC. FENCE WILL BE SET TO GRADE AT THE TIME OF THE INSTALL UNLESS OTHERWISE NOTED
IN WRITING.



Approved & Accepted for Customer:

Customer Date

Contract Amount: $ 8287.31

Down Payment: $ 4100.00

Balance Upon Completion: $ 4187.31

Accepted for KIMBERLY FENCE & SUPPLY INC.:

Salesperson Date

KIMBERLY FENCE

KIMBERLY FENCE & SUPPLY INC. **6470 E. 9 MILE RD.**
WARREN, MI 48091 **OFFICE 586-920-2014 FAX 586-510-4939**
www.kimberlyfence.com **sales@kimberlyfence.com**

PROPOSAL/CONTRACT

Customer Information:

BRENDAN MCGAUGHEY @ CITY OF BIRMINGHAM
C-248-417-7773
BOOTH PARK 475 N OLD WOODWARD
BIRMINGHAM, MI 48009

Job Information:

E-BMCGAUGHEY@BHAMGOV.ORG

- TERMS AND CONDITIONS -

Kimberly Fence & Supply is referred to as KFSI for this document.

*KFSI will,if applicable, remove & haul away old fence(s) & install new fence per the manufacturer's specifications and/or ASTM standards.

*KFSI will reasonably clean up dirt(ground spoils) created from post hole digging & place it as directed within the property. Dirt WILL NOT be hauled away without added costs agreed to in writing prior to starting the work.

*KFSI will assist customers in determining property lines upon request. However, under NO circumstance will KFSI guarantee accuracy or accept responsibilty for inaccurate placement of the fence. We suggest that each customer obtain a survey prior to the start of the fence.

*KFSI must be notified, prior to acceptance of the proposal, if you are part of a Home Owners Association (HOA). HOA restrictions may differ from city or township regulations.

*KFSI will call Miss Dig to mark public utilities. Miss Dig DOES NOT mark private utilities such as, but not limited to, eletrical lines, gas lines, sprinkler lines, etc. Any damage to private lines will be at the customers expense & responsibilty to repair.

*KFSI retains the right to charge for what it determines to be unforeseen digging conditions. Each yard is entitled to 3 "Hand Dug" holes. In case of, but not limited to, Miss Dig conflicts, buried concrete, rocks and/or debris requiring in excess of 3 hand dug holes, a $ 25.00 per additional hole charge may apply.

*The balance of the contract is due upon completion of the work. All materials will remain the property of KFSI until paid in full. The customer agrees to allow KFSI access & right to remove materials in the event of non-payment.

*The customer is not entitled to cancel the contract once initiated. Upon receipt of a written request, KFSI may, at it's discretion, agree to terminate the contract. Returned credit card deposits are subject to an 8% fee. Any labor & material costs incurred prior to cancellation are non-refundable. Special order & non-stock items are non-refundable.

*The proposal/contract is valid for 30 days from the date on the proposal/contract unless otherwise indicated in writing by KFSI.

*Warranty info see www.kimberlyfence.com/warranty-information

Initial _____

Initial _____

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Booth Decorative Aluminum Fence

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.

Anthony Bonar — 7/3/2019

PREPARED BY (Print Name) — **DATE**

Estimator — 7/3/2019

TITLE — **DATE**

[signature] — Anthony@KimberlyFence.com

AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

Kimberly Fence

COMPANY

6470 E. 9 Mile rd. — 586-920-2014

ADDRESS — **PHONE**

Pavleener Inc. — 586-920-2014

NAME OF PARENT COMPANY — **PHONE**

6470 E. 9 Mile rd.

ADDRESS

27-5023723

TAXPAYER I.D.#

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **July 1, 2019**

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

FROM: **Lauren A. Wood, Director of Public Services**
Bryan Grill, Golf Course Superintendent

SUBJECT: **Golf Course Fertilizer/Turf Chemicals**

INTRODUCTION:
On Tuesday, June 18, 2019, the Department of Public Services publicly opened bids entitled "Turf Chemicals". This bid includes fertilizers and turf chemicals used at the municipal golf courses to maintain and beautify the turf. The request for proposal (RFP) was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system.

BACKGROUND:
The pricing for these products are the same from the various vendors. This is based on agency pricing which the product manufacturer determines. Therefore, the price is identical from the bidders. Some of the bidders did not make all of the products available to the City of Birmingham as part of their bid. The City selects the vendors for which to purchase its products based on our experience with the vendor, customer service, availability of the product, including the quality of the performance by the vendor.

After review of the four bid tabulations from the companies meeting specifications, the Department of Public Services recommends purchases from these three companies.

Company	City	7/1/2019-6/30/2020	Bid Amount
Harrell's	New Hudson, MI	$22,000	$22,000
Target Specialty Products	Novi, MI	$22,000	$22,000
Great Lakes Turf	Grand Rapids, MI	$8,000	$8,000
Total			**$52,000**

LEGAL REVIEW:
No legal review is required for this item.

FISCAL IMPACT:
The Chemical/Fertilizers listing are for the 2019 season and funds are available in the operating supplies account for each golf course, accounts #s 584/597-753.001-729.0000. Based on the actual need and requested orders for the golf courses during the season, the total purchases may fluctuate but will not exceed a total of $52,000.

SUMMARY:
You will notice on the attached list of Golf Course Chemicals and Fertilizers that Roundup Pro or Glyphosate has been eliminated from the bid list and usage list by Bryan Grill our Golf Course Superintendent. Also, find the attached memorandum dated July 1, 2019 with supplemental information from Bryan Grill about the application and uses of the chemicals during the golf season.

The type of products needed and for what treatments are based on a variety of variables. The Grounds Superintendent determines the quantities of product during the golf season. Our needs are based on the weather, turf condition and the potential treatment of pests. Last year these same three companies were used for the product purchases for a total amount not to exceed $52,000.

The Department of Public Services recommends approval of the fertilizer/chemical purchases for the Birmingham Golf Courses with the three selected vendors; Harrell's, Target Specialty Products and Great Lakes Turf in an amount not to exceed $52,000 for the 2019-2020 fiscal year.

ATTACHMENTS:
- Golf Course Chemicals and Fertilizers Product Bid List
- Memorandum dated July 1, 2019 from Bryan Grill

SUGGESTED RESOLUTION:
To approve the fertilizer/chemical purchases for Lincoln Hills and Springdale Golf Courses from Harrell's for $22,000, Target Specialty Products for $22,000 and Great Lakes Turf for $8,000. The total purchase from all vendors will not exceed a total of $52,000. Funds to be charged to account #s 584/597-753.001-729.0000.

Golf Course Chemicals and Fertilizers

Product (Common)	Chem. Name	Signal Word	Classification	Use (Area)	Frequency	Target Pest	Comments
Merit	Imidacloprid	Warning	Insecticide	All turf	As needed	Grubs, Insects	
Acelepryn	Chlorantraniliprole	Warning	Insecticide	All turf	As needed	Grubs, Insects	
Dylox	Trichlorfon	Warning	Insecticide	Tees, Rough	As needed	Grubs, Insects	
Briskway	Azoxystrobin	Warning	Fungicide	Greens	2-3X/year	Various Fungi	
Headway	Azoxystrobin+ Propiconazole	Warning	Fungicide	Greens	2-3X/year	Various Fungi	
Affirm	PolyoxinD zinc salt	Caution	Fungicide	Greens	1X/year	Patch Diseases	
Emerald	Boscalid	Warning	Fungicide	Tees, Fairways	1X/year	Dollar Spot	
Concert	Propiconazole+ Chlorothalonil	Danger	Fungicide	Tees, Fairways, Greens	3-4X/year	Various Fungi	
Clearys 26/36	Thiophanate Methyl	Warning	Fungicide	All turf	2-3X/year	Various Fungi	
Secure	Fluazinam	Warning	Fungicide	Greens	1-2X/year	Various Fungi	
Instrata	Fludioxonil, Propicnazole Chlorothalonil	Warning	Fungicide	Greens	1X/year	Various Fungi	
Daconil Action	Chlorothalonil	Warning	Fungicide	Greens,TeesFairways	4-5X/year	Various Fungi	
Xzemplar	Fluxapyroxad	Caution	Fungicide	Greens	2-3X/year	Various Fungi	
Velista	Penthropyrad	Caution	Fungicide	Greens	2-3X/year	Various Fungi	
Tank Defoamer		Caution	Tank Additive				
Sync	Methylacetic acid	Danger	Tank Additive				
25-0-10	Urea Nitrogen, K2O	Warning	Fertilizer	Rough	1-2X/year		
33-0-12	Urea Nitrogen, K2O	Warning	Fertilizer	Tees, Fairways	1X/year		
22-0-11	Urea Nitrogen, K2O		Fertilizer	Rough, Fairways	1X/year		
40-0-0	Urea Nitrogen		Fertilizer	Rough			
14-7-14			Fertilizer	Greens			
Millennium Ultra	2,4D, Dicamba, Monoethanoleamine	Danger	Herbicide	Rough	2-3X/year	Broadleaf weeds	
Confront	Triclopyr, Clopyralid	Danger	Herbicide	Rough	As needed	Broadleaf weeds	
Primo Maxx	Trinexapac	Warning	Growth Regulator	Greens	As needed		
Proxy	Ethephon	Danger	Growth Regulator	Greens	As needed		
TriCure	Surfactant	Warning	Wetting Agent	All turf	As needed		
PK Fight	Potash (K2O)	Warning	Fertilizer	Greens	Every 2 weeks		
Astron	Ca,Mg,B,Cu,Fe,Zn	Danger	Fertilizer	Greens	Every 2 weeks		
Knife Plus	N,S,Cu,Fe,Mn,Mo,Zn	Danger	Fertilizer	Greens	Every 2 weeks		
Power 23-0-0	N	Warning	Fertilizer	Greens	Every 2 weeks		
Power 0-22-28	P2O5, K2O	Warning	Fertilizer	Greens	Every 2 weeks		
Bentgrass seed							
Annual Ryegrass seed							
Aquasphere							

Agency pricing

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **July 1, 2019**

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

FROM: **Bryan Grill, Golf Course Superintendent**

SUBJECT: **Golf Course Fertilizer/Turf Chemicals**

This serves to provide more detail with regard to the Bid Tab for chemical purchases for the golf courses for the 2019/2020 season. The list of chemicals and fertilizer to be purchased is more of a prediction than a "set in stone" list. We may not need some of them; we may need something that is not on the list. Environmental situations and new chemicals introduced to the market may dictate what we purchase. The golf courses adhere to Integrated Pest Management (IPM) practices. IPM is the use of all appropriate and economical strategies to manage pests and their damage to acceptable levels with the least disruption to the environment. Using many different tactics to manage a pest problem tends to cause the least disruption to non-target organisms and the surroundings at the application site. We don't apply chemicals based on the calendar; we scout the property and determine acceptable threshold levels. In other words, we generally won't spray for a pest if we don't see it. This limits the number of applications we make throughout the year, saving money and limiting the inputs to the environment. For example, we will often pull weeds instead of applying herbicide to kill them. We use organic fertilizers whenever possible. We place signs in visible locations stating what was applied, where it was applied and my contact information if anyone has a question about what was applied.

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **July 8, 2019**

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

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

SUBJECT: **Uniform Allowance Order for Teamsters**

INTRODUCTION:
The Department of Public Services publicly opened bids titled "DPS Uniforms 2019", Friday, June 14, 2019. Bid specifications were placed on the Michigan Intergovernmental Trade Network (MITN). The specification requests pricing for the basic overall uniform clothing items, needed as part of year round operations.

BACKGROUND:
The Department of Public Services employs approximately 30 Teamsters. Under contractual obligation the Teamsters are allowed $300 per fiscal year to spend for uniforms. The employees are allowed to purchase shirts, pants, boots, hats and gloves up to the $300 fiscal year allowance. If an employee goes over this $300 allotment they are able to personally pay the difference of the overage, or cut back on the items they are ordering. All shirts are required to have the City logo along with the employees name embroidered on the garment. A sole bid was submitted from Contractors Clothing Company.

Company	Total amount for all garments listed in bid specifications	Company can met all requirements?
Contractors Clothing Company	**$340.97**	**Yes**

The total amount shown in the above chart would be if the employee ordered every item that the bid specification listed. More often than not, the employees do not need to order the entire line of garments each fiscal year, but rather only select items; for example, boots and heavy coats may be ordered every few years and not necessarily each fiscal year, thereby keeping the total amount spent under the $300 threshold.

Contractors Clothing Company is the only vendor that has a store within 7 miles of Birmingham which allows the employees easy access to visit and try on garments before purchase. The City has done business with Contractors Clothing before and has been very pleased with their service and quality of goods.

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

FISCAL IMPACT:
Funds are budgeted and available from the 2019-2020 Public Services – Uniform Allowance account #101-441.002-743.0000.

SUMMARY:
The Department of Public Services recommends awarding this uniform purchase to Contractors Clothing Company in an amount not to exceed $9,000. This will be our third year working directly with Contractors Clothing. Last year two other vendors submitted pricing, but costs were higher and the method of purchasing did not allow for trying on items and going to a store to buy required uniform items. This method for employees to purchase uniforms on an annual basis is much more effective and efficient for all concerned, including the invoicing system.

ATTACHMENTS:
NO attachments exist.

SUGGESTED RESOLUTION:
To approve the purchase of uniforms with Contractors Clothing Company for the total amount not to exceed $9,000 for fiscal year 2019-2020. Funds are available for this in the Public Services - Uniform Allowance account # 101-441.002-743.0000.

City of Birmingham
A Walkable Community

MEMORANDUM

Finance Department

DATE: **July 12, 2019**

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

FROM: **Mark Gerber, Finance Director/Treasurer**

SUBJECT: **SMART Fiscal Year 2020 Municipal and Community Credit Funds Contract**

INTRODUCTION:
Each year the City receives funding from the Suburban Mobility Authority for Regional Transportation (SMART) to provide transportation-related services and improvements for its residents. The City must determine how it would like to spend those funds and sign and return the agreement to SMART.

BACKGROUND:
The City will receive $20,800 in Municipal Credits and $29,849 in Community Credits this year for a total of $50,649 under a program administered by SMART. This is a $1,740 increase from the prior year. Municipal Credits are derived from money collected by the state, mainly from gasoline taxes, and distributed by SMART directly to local communities for transit needs. Community Credits are derived from taxes levied to support SMART. A share of these millage dollars collected by SMART is returned to communities to support or expand current transportation programs. Funds received under the Municipal Credits program must be spent within 2 years. Funds received under the Community Credits program must be spent within 3 years.

Last year the City received $48,909 in Municipal and Community Credits and allocated $26,977 in support of Next's specialized transportation service. The remaining $21,932 is earmarked for a purchase of a bus shelter.

LEGAL REVIEW:
No legal review needed.

FISCAL IMPACT:
The 19-20 fiscal year budget includes funding and purchasing of one bus shelter for this fiscal year.

SUMMARY:
On September 17, 2018, the City Commission approved a new priority list for bus shelters. It is recommended that the City Commission allocate $21,932 (current cost of a bus shelter and installation) of Community Credits in support of these bus shelters. It is also recommended that the remaining funding of $28,717 ($20,800 in Municipal Credits and $7,917 in Community Credits) for fiscal year 2020 be allocated to Next in support of their transportation program.

ATTACHMENTS:

1. SMART Municipal Credit and Community Credit Contract for FY 2019

SUGGESTED RESOLUTION: To approve $20,800 in Municipal Credits and $7,917 in Community Credits from fiscal year 2020 to Next in support of their specialized transportation program; to approve $21,932 in Community Credits from fiscal year 2020 to purchase and install a bus shelter (location to be determined); and further to direct the Mayor to sign the Municipal Credit and Community Credit contract for fiscal year 2020 on behalf of the City.

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2020

I, Patricia Bordman_____, as the ___Mayor_____ of **the City of Birmingham** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2019** through **June 30, 2020** (Section 1 below), and **Community Credits** available for the period **July 1, 2019** to **June 30, 2020** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use $**20,800.00** in **Municipal Credit** funds as follows:

(a) Transfer to _____ Funding of: $ _____
TRANSFEREE COMMUNITY

(b) Van/Bus Operations At the cost of: $ _____
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: $ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Services Purchased from Subcontractor At the cost of: $ _20,800.00_____
BASCC dba NEXT_____
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total $20,800.00

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by **June 30, 2021**; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use $**29,849.00** in **Community Credit** funds available as follows:

(a) Transfer to _____ Funding of: $ _____
TRANSFEREE COMMUNITY

(b) Van/Bus Operations At the cost of: $ _____
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: $ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Capital Purchases At the cost of: $ _21,932.00_____

(e) Services Purchased from Subcontractor At the cost of: $ __7,917.00___

BASCC dba NEXT

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total $29,849.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY2020**, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2023**; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

THE CITY OF BIRMINGHAM

By: _____

Patricia Bordman

Date _____ Its: ___Mayor_____

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

Date _____ By: _____

John C. Hertel

General Manager

EXHIBIT A

BIRMINGHAM PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative): The City of Birmingham transfers most of the Municipal and Community credit money to BASCC dba NEXT for transportation services and the remaining money will be used to purchase and install a bus shelter. The location of this shelter is yet to be determined.

Service Area (Provide geographic boundaries):

_____

_____

Service Times (Provide days and hours of service):

_____

_____

Eligible User Groups (Users eligible to use the service):

_____

_____

Fare Structure: (Cost to use service)

_____

_____

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

_____

_____

_____

_____

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: **City of Birmingham**

Contract Period: July 1, 2019 through June 30, 2020

Account Number: 48206

OPERATING EXPENSES:		
Administrative Fee: *(All employees other than drivers and dispatchers)* (10% max. of MC & CC funds)		
Driver Wages		
Fringe Benefits		
Gasoline & Lubricants		
Vehicle Insurance		
Parts, Maintenance Supplies		
Mechanic Wages		
Fringe Benefits		
Dispatch Wages		
Other (Specify)		
Sub-Total (Operating Expenses)		
PURCHASED SERVICE:		
Taxi Service		
Charter Service		
SMART Bus Tickets		
SMART Shuttle Service		
SMART Dial-A-Ride		
Other (Specify): **NEXT**	$28,717	
Sub-Total (Purchased Service)		**$28,717**
CAPITAL EQUIPMENT:		
(Only list purchases to be made with Community Credits)		
Computer Equipment		
Software		
Vehicle		
Maintenance Equipment		
Other (Specify): bus shelter	$21,932	
Sub-Total (Capital Equipment)		**$21,932**
TOTAL EXPENSES:		
Operating Expenses, Purchased Service, and Capital Equipment		**$50,649**

BIRMINGHAM EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds (FY19)	$20,800.00
Community Credit Funds (FY19)	$29,849.00
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

TOTAL REVENUE: **$50,649**

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

City of Birmingham
A Walkable Community

MEMORANDUM

(Department Name)

DATE: **July 11, 2019**

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

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

SUBJECT: **AMENDMENT TO AGREEMENT WITH ENCODE PLUS TO PROVIDE FOR CODIFICATION OF FUTURE ZONING ORDINANCE REVISIONS**

INTRODUCTION:

EnCode Plus is very close to launching the updated online Zoning Ordinance as amended through the end of fiscal year 2018-2019.

The Software License Agreement with EnCode Plus, approved by the City Commission on December 10, 2018, covered the costs to build the Zoning Ordinance (Section 5. Build Fees), and the License Fees (Section 7. License Fees). Updates to the Ordinance subsequent to the build are addressed in Section 8. Codification, which states an amendment to the agreement may provide for ordinance codification services by the Licensor, including the integration of new or amended ordinance language, addition of legislative history, and cumulative history table.

BACKGROUND:

The build of the online Zoning Ordinance includes ordinances adopted through May 14, 2018. Since then, an additional 45 ordinances amending the Zoning Ordinance have been adopted. EnCode has submitted a proposed amendment to the License Agreement to provide ongoing codification at a cost of $18/per page.

The proposed amendment provides for the codification of ordinances on a per page basis with no other changes to the agreement.

LEGAL REVIEW:

FISCAL IMPACT:

The cost to add the 45 ordinances to bring the Zoning Ordinance current through June 24, 2019 would be $1,008. Funds for ongoing codification of the Zoning Ordinance as well as the City's Code of Ordinances are budgeted in account 101-215.000-815.02, Codification.

SUMMARY

The City Commission is being asked to approve the proposed amendment to the Software License Agreement with EnCode Plus.

ATTACHMENTS:

- Proposed amendment to the Software License Agreement with EnCode Plus

- Software License Agreement with EnCode Plus

SUGGESTED RESOLUTION:

To approve the Amendment to License Agreement with enCodePlus, LLC, to provide for ordinance codification services on an as-requested basis at a rate of $18 per page to be paid from Account # 101-215.000-815.02, and to direct the Mayor and City Clerk to execute the Amendment on behalf of the City.

ONLINE CODE PUBLISHING SYSTEM

Find us at www.**enCode**Plus.com

AMENDMENT TO LICENSE AGREEMENT

Whereas **enCode**Plus, LLC, as the Licensor, and Birmingham, Michigan, as the Licensee, have entered into a License Agreement, originally effective on February 1, 2019, by which Licensor grants Licensee a non-transferable, non-exclusive, limited, non-assignable license to use the software covered by the Agreement;

And, whereas the Licensor and Licensee would like to amend the Agreement to provide for ordinance codification services on an as requested basis, with no change to the license period from February 1 to January 31 of each year;

Now, therefore, be it resolved that:

The parties agree that the License Agreement shall be amended as follows:

- The addition of legislative history for new or amended ordinances will be codified promptly upon receipt and invoiced at a rate of $18 per page.

The annual license fee will remain $4,250, unless amended. The fee for codification is contingent upon the number of ordinance pages.

All other terms and conditions of the Software License Agreement shall remain unchanged.

This amendment is done pursuant to Section 33, *Amendments and Modifications*, of the Licensing Agreement and the terms and conditions of the License Agreement shall continue in full force and effect and shall govern this Amendment to the License Agreement as if repeated herein in full.

enCodePlus, LLC	Birmingham, Michigan
Bret C. Keast	
Signature	Signature
Bret C. Keast	Patricia Bordman
Printed Name	Printed Name
CEO	Mayor
Title	Title
June 27, 2019	
Date	Date

Birmingham, Michigan

Signature

J. Cherilynn Mynsberge

Printed Name

City Clerk

Title

Date

CITY OF BIRMINGHAM

Approved:

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

Mark Gerber, Director
(Approved as to financial obligation)

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

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

1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

enCodePlus™
Software License

LICENSEE: BIRMINGHAM, MICHIGAN

This Software License ("Agreement" or "License") is made as of the date of the last signature below, between the City of Birmingham, a Michigan Municipal Corporation, hereinafter referred to as the "Licensee" and **enCode**Plus, LLC, a Texas Limited Liability Company, hereinafter referred to as "Licensor", do hereby make and enter into the following license agreement.

1. **License Grant**. This is an Agreement between Licensor and Licensee, with a term as set out in Paragraph 3, *Term of License*, below. Licensor grants licensee a non-transferable, non-exclusive, limited, non-assignable license with no right to sublicense, to use the software covered by this Agreement pursuant to the terms of this Agreement including payment of all applicable License Fees. This License gives only certain rights to Licensee. All other rights are reserved to Licensor.
2. **Software Covered by this License.** The terms of this Agreement apply to Licensee's use of the following software: Standard 90° for the Land Development Code; Comprehensive Plan Goals, Objectives and Policies; and Core Graphics.
3. **Term of License.**
   a. The term of this Agreement is the period from February 1, 2019 to January 31, 2024, and is automatically renewable annually thereafter, unless terminated as provided in Subparagraph 3.b. or 3.c., below.
   b. Either party may terminate this License by providing the other party with written notice of termination delivered at least 30 days prior to the date of termination. Upon receipt of any notice by the Licensee to terminate this Agreement, fees for such maintenance and support paid in advance, if any, shall be returned to the Licensee on a pro rata basis.
   c. Either party may terminate this license in the event of a material breach by the other party by giving notice of termination to the breaching party at least 30 days prior to the effective date of the termination, provided, however, no such termination shall become effective if the breaching party cures the breach within 30 days of the termination notice or, if it is not possible to fully cure the breach within said time period, commences cure and diligently pursues the same to conclusion.
   d. Licensor may terminate this License if, in Licensor's sole discretion, changes in Internet technologies (including software platforms, web browsers, and other technologies that allow the Software to operate) make Licensor's performance of this Agreement technically infeasible.
4. Upon termination of this Agreement, Licensor is not obligated to return Licensee's content to Licensee. Licensee has full, unlimited access to the content through its password-protected maintenance module. This access allows the City to export the content to Microsoft Word and Adobe PDF. Also, as set out in

Paragraph 16, Security and Backup, the Licensee may save the document at any time in HTML format or as a web archive file. Licensee is advised to keep backups of its content. For an additional fee based on Licensor's then-current technical support rates, Licensor may offer export services to convert content into other file formats and deliver them to Licensee electronically or on optical or other solid-state media.

5. **Build Fees**. The fee to design, build, and deliver the Land Development Code; Comprehensive Plan Goals, Objectives and Policies; and Core Graphics in the online format is $7,360, including of all Standard 90° features. The build includes the transfer of these documents into the enCodePlus platform. Typographical, formatting, or numbering errors are the responsibility of the Licensee, as is any custom linking of definitions or cross-references. The build fee is payable as follows:

   a. Execution 65% ($4,784)

   b. Draft Delivery 25% ($1,840)

   c. Final Delivery 10% ($736)

6. **Exclusions**. The following features are expressly excluded from this license agreement: Advanced 180° and Premium 360° upgrade features.

7. **License Fees.** The annual license fee, payable upon execution of this License and each subsequent year that this License is renewed, is $4,250.00, which includes an unlimited number of license seats with their registration as licensed users. Such license fees shall be payable as follows:

   a. **Year 1:** The license fee of $4,250.00 is due upon execution of this Agreement. This fee is for the license period between February 1, 2019 to January 31, 2019.

   b. **Year 2:** The license fee of $4,250.00 is due January 15, 2019. This fee is for the license period between February 1, 2020 to January 31, 2020.

   c. **Year 3:** The license fee of $4,250.00 is due January 15, 2020. This fee is for the license period between February 1, 2021 to January 31, 2021.

   d. **Year 2:** The license fee of $4,250.00 is due January 15, 2021. This fee is for the license period between February 1, 2022 to January 31, 2022.

   e. **Year 2:** The license fee of $4,250.00 is due January 15, 2022. This fee is for the license period between February 1, 2023 to January 31, 2023.

   f. **Subsequent years:** The license fee for the 2024-2025 license year and subsequent years will be the standard license fee that **enCode**Plus, LLC charges for comparable Standard 90° implementations. **enCode**Plus, LLC will notify the Licensee in advance regarding the amount of the license fee for the 2024-2025 license year.

   g. In the event this Agreement is terminated by Licensee with six (6) months or more remaining on the current term, Licensee shall receive a pro-rated refund of the remaining fee. In the event Licensee

terminates the Agreement with less than six (6) months remaining on the term of the License, Licensee shall not receive any refund of any fees.

h. The annual escrow fee payment set forth in Paragraph 19 is due and payable with the annual license fee.

i. If any payment due under this Agreement ("Payment Due") is more than 15 days past due, a fee of 10% (ten percent) of the Payment Due shall be paid by Licensee as an Administrative Fee in addition to the Payment Due. If Payment Due is more than 30 days late, the Administrative Fee shall be 20% (twenty percent) in addition to the Payment Due. If Payment Due is more than 45 days late, the **enCode**Plus site will be taken off line, and will not be restored until the Payments Due and any Administrative Fees associated with each Payment Due has been paid in full.

8. **Codification**. An amendment to this Agreement may provide for ordinance codification services by the Licensor for the Licensee's Land Development Code. Such services would include the integration of new or amended ordinance language into the Land Development Code with the addition of legislative history (i.e., ordinance number, adopted/effective date, and legal citation(s) included in the ordinance), denoted for each applicable Section, together with a cumulative history table of all amendments. The ordinances would be saved in the cloud-based library and linked within the code text as well as in the history table. Notes would also be added to maintain a searchable history of amendments. These codification services would be complete within two weeks of receipt of the ordinance to the Licensor by the Licensee.

9. **Scope of License / Use of Software.** The Software is an Internet-based information processing and publication service that uses content created by Licensee, or by Licensor under separate agreement with Licensee. Licensor will provide Licensee access to the Internet-based interfaces, including password-protected access to maintenance features, as may be applicable to the Software. Licensee may use the Software through its Internet-based interfaces as follows:

   a. The software may be used to develop, view, access, use, print, copy, edit, publish, utilize, administer, amend, repeal, and solicit, and process comments on the Land Development Code; Comprehensive Plan Goals, Objectives and Policies; and Core Graphics; and

   b. Other uses as prescribed by this or subsequent agreements between Licensor and Licensee.

10. **Limitations on Use of Software.** Licensee **<u>must not:</u>**

   a. Reverse engineer, reverse assemble, decompile or disassemble the Software, or otherwise attempt to derive source code from the Software or any component thereof;

   b. Publish or distribute materials for which Licensee does not have intellectual property rights, or which are outside of the scope of this License;

   c. Access the server-side programs and source code upon which the Software is based, except to use the Internet-based interfaces provided by Licensor, and except for the HTML and browser-based script code that the server-side programs generate and deliver to end-users;

d. Alter the functionality of the software including by composition or injection of unapproved software or services;

e. Copy, reproduce, modify, sell, lease, sub-license, market, or commercially exploit in any way the Software or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Agreement; and

f. Use, or permit the use of, the Software except within the scope set out in Paragraph 9. Licensee agrees that it shall not provide access to or perform services for third parties using the Software including, but not limited to, any service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.

11. **Warranty Against Infringement.**

a. Licensor warrants that the copyright in and to the Software is owned by Licensor or is distributed by Licensor under a valid current license, that it has the right to license the Software, and that there are no pending liens, claims, or encumbrances against the Software or Licensor pertaining to the Software. Licensor agrees to notify Licensee of any actual or anticipated claims made against it or its customers for patent or copyright infringement in the use of the Software. Licensor agrees to indemnify, hold harmless, and defend Licensee against any and all patent or copyright infringement claims that may be brought against Licensee as the result of its use of the Software as authorized by this License. Licensee shall have the right to participate in the defense of any such claims for patent or copyright infringement at Licensee's cost and expense. In the event that it is determined that the Software infringes on any patent or copyright, Licensor may (i) procure for the Licensee the right to continue using the Software; (ii) modify the Software so that it becomes non-infringing but continues to provide the same functionality as the original Software; (iii) replace the software with non-infringing software that continues to provide the same functionality as the original Software; or (iv) if modification or replacement cannot be accomplished in a manner that continues to provide the same functionality, Licensee may terminate this License and Licensor will refund to Licensee its pro-rated license fee for the balance of the year in which the infringement was determined.

b. Licensee warrants that the copyright in and to the Content created and/or provided by Licensee for Licensor to use in the Software ("Licensee Content") is owned by Licensee or is published or distributed by Licensee under a valid current license, that Licensee has the right to license, use, publish or distribute the Licensee Content it provides to Licensor for use in the Software, and that there are no pending liens, claims, or encumbrances against the Licensee Content or Licensee pertaining to the Licensee Content. Licensee grants to Licensor a royalty-free, non-exclusive license: to use the Licensee Content for any purposes, including, without limitation, using, accessing, reproducing or displaying the Licensee Content within the Licensor's **enCode**Plus™ Software; to reproduce the Licensee Content; to prepare derivative works based upon the Licensee Content; to distribute copies of the Licensee Content; to publish the Licensee Content; and to display the Licensee Content. Licensee agrees to notify Licensor of any actual or anticipated claims made against it or its customers for patent or copyright infringement

in the use of the Licensee Content. Licensor shall have the right to participate in the defense of any claims for patent or copyright infringement at Licensor's cost and expense. In the event that it is determined that the Licensee Content infringes on any patent or copyright, Licensee may (i) procure for the Licensor the right to continue using the Licensee Content; (ii) modify the Licensee Content so that it becomes non-infringing but continues to provide the same functionality as the original Licensee Content; (iii) replace the Licensee Content with non-infringing content that continues to provide the same functionality as the original content; or (iv) if modification or replacement cannot be accomplished in a manner that continues to provide the same functionality, Licensor may terminate this License.

12. **Limitations of Software.** The Software is provided to facilitate access to information via the Internet. The Software is not a substitute for human judgment, which is necessary for administration of ordinances, plans, and administrative rules.

13. **Technical Support.**

    a. Licensor will provide technical support at a rate of $175 per hour until January 31, 2024. For the license year commencing February 1, 2025, technical support fees are subject to annual adjustment, and will be based on the standard schedule of professional fees for the year in which the support occurs.

    b. Licensor agrees to provide telephone or web-based technical support to Licensee within one business day of telephone contact by Licensee during Licensor's business hours, or at a mutually agreeable time. Duration to resolution is not bound and licensor may deem a request as unresolvable.

    c. With respect to addressing errors which may arise in the Software, Licensor agrees to commence its best efforts to resolve such errors as soon as reasonably possible after notice by Licensee. Generally, Licensor will commence error resolution on the same day as the notice, and if reasonably practicable, will provide Licensee with Licensor's best good-faith estimate of the time which will be required to resolve the error. Licensee shall not be charged any technical support fee or other charge for addressing or correcting errors in the Software itself.

    d. Failure of Licensor to achieve the technical support response times set out in Subparagraphs 13.b. and 13.c. shall not constitute a material breach of this Agreement.

14. **Annual License Fee Discounts for Major Service Interruptions Due to Changes by Licensor.**

    a. There will be reductions in the annual license fee if there is a complete inability to use both the user module and the maintenance module (hereinafter "major service interruption") of the Software as a result of changes to the Software made by Licensor, as follows:

        - If a major service interruption lasts more than two, but less than five consecutive days, the annual license fee for the following license year will be reduced by 10 percent.

- If a major service interruption lasts more than five days, but less than 14 consecutive days, the annual license fee for the following license year will be reduced by 25 percent.
- If a major service interruption lasts more than 14 days, but less than 30 consecutive days, the annual license fee for the following license year will be reduced by 50 percent.

b. If a major service interruption lasts more than 30 consecutive days, the annual license fee for the following license year shall be waived.

c. The reductions of license fees that are provided by this Paragraph are not cumulative. If more than one service interruption occurs during a license year, then only the discount that applies to the longest of the service interruptions shall be applied.

d. This Paragraph does not apply to outages that are attributable to failures of a third-party Internet Service Provider that hosts the Software.

e. If a failure by a third-party Internet Service Provider impacts the use of the Software for more than five consecutive days, Licensor will seek another Internet Service Provider to host the Software. The selection of a new Internet Service Provider will be in Licensor's sole discretion, however, Licensor will seek quality providers with secure data centers, geographic redundancy, the ability to bring up new instances in a short time frame, and excluding planned downtime, either 99.9 percent or greater guarantee for storage uptime or a strong track-record of service reliability.

15. **Updates and Upgrades.**

a. Licensor will keep the Software in operational condition on a server hosted by Licensor or a third-party Internet Service Provider. Although Licensor selects its Internet Service Providers based on their reputation for reliability and service, Licensor does not guarantee 100 percent uptime. Licensor will promptly notify the Licensor's contact listed in Paragraph 25 by electronic mail if it's Internet Service Provider or third-party hosting service experiences an outage that prevents or severely limits access to the Software for a period in excess of 15 minutes per day or cumulative period in excess of 15 minutes per day.

b. Licensor may, at its sole option, apply minor updates from time to time and will provide notice to Licensee within two business days of applying minor updates. Generally, minor updates are those updates which ensure compatibility with server or browser technologies or provide additional data security or enhance system stability or operability of the software.

c. Licensor may develop major upgrades to the functionality or interfaces of the software from time to time and will provide notice to Licensee within two business days before applying major upgrades. Such major upgrades that affect data security, system compatibility or stability, or operability will be offered at no additional cost during the term of this Agreement. Major upgrades that include functional changes, such as new or customized features, may be offered to Licensee for an additional fee (which

may include an additional annual license fee) to be determined by Licensor when they are released. The Licensee may choose to accept or deny major upgrades that involve new or customized features requiring an additional fee. If Licensee declines a major upgrade, Licensee's software version will be maintained intact through the license term.

d. The Software requires the use of an Internet browser. As of the effective date of this Software License, the Software is fully operable using Microsoft Internet Explorer (IE) 10 and 11. The browser version is supported by the current and one previous major version. On an additional fee basis, Licensee may include a rider to this Agreement to maintain the operability of previous versions other than those provided for in this Agreement. Other browsers supported for desktop editions include FireFox, Chrome, and Safari. Licensor does not guarantee full operability in all browsers, because browser technology changes from time to time.

e. Licensor may from time to time, in its sole discretion, change some or all of the functionality or any component of the Software or make any modification for the purpose of improving the performance, service quality, error correction or to maintain the responsiveness of the Software. Such changes shall not negatively impair the overall functionality of the Software.

16. **Security and Backup.**

a. Licensor provides password-level security to the maintenance module of the Software, which allows Licensee to edit regulatory text, upload and link to graphics and multimedia components, create usernames and passwords for Licensee's staff, and review and respond to public comments. Licensee is responsible for the securing of passwords and preventing their unauthorized use. Licensee may not select a username which is identical to that used by another person or use a username which is in the sole opinion of Licensor offensive or inappropriate. Licensee shall be solely responsible for maintaining the confidentiality of their password. Licensee is solely responsible for all usage or activity on Licensee's account, including but not limited to use of Licensee's account, Licensee's user name, and Licensee's password by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Licensee's account, in Licensor's sole discretion, and Licensor may refer Licensee to appropriate law enforcement agencies.

b. Licensee is advised to maintain a current off-line backup of the data stored in the Software. A complete version of the published code document is available at: http://online.**enCode**Plus.com/regs/birmingham-mi/maintain/allcodepub.asp. This document may be saved as a web archive file.

1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

17. **Ownership of Content.**

    a. Licensee is the sole owner of all documents and information provided by Licensee that will be accessed by Licensee and others through use of the Software. Nothing in this License grants Licensor any interest in said documents and information and the Licensee has the sole rights to use and to authorize others to use the documents and information regardless of whether this License remains in effect.

    b. Licensor may post "terms of service" on web pages that are used to access the Software, which may disclaim: (1) any interest of Licensor in Licensee's contents; (2) any liability for use of Licensor's contents; and (3) any damages that may occur due to malware, viruses, or other malicious code that may be accessible through Licensee's content.

    c. Licensor will not charge for public access to Licensee's content. However, Licensor may develop fee-based services, such as automatic notification of code updates. If Licensor develops such services, they will be considered a "major upgrade," and Licensor will negotiate with Licensee with respect to pricing and distribution of proceeds.

18. **Intellectual Property Rights**. Licensor shall retain all ownership, title, copyright, patent, trademark, and other proprietary rights in and to the Software and any component thereof, and all content, features, and functionalities of the Software. Licensee does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement.

19. **Software Escrow**. If included as a feature set out in Subparagraph 5, Build Fees, Licensor shall place all source code constituting and relating to the Software into an escrow account pursuant to the terms of an escrow agreement (the "Escrow Agreement") to be entered into between Licensor and the escrow agent (the "Escrow Agent") which shall name Licensee as a beneficiary; provided, however, that the Escrow Agreement shall contain substantially the following conditions with respect to release of escrow to Licensee: (i) Licensor is adjudged bankrupt, and/or (ii) in the event of a catastrophic loss which terminates Licensor's operations, then Licensee shall have a non-exclusive, royalty-free, perpetual, worldwide license to use the source code released from the escrow in its sole discretion, solely for its own internal use and not for any resell, license, or sub-license. In consideration of Licensor placing the source code in escrow, Licensee will pay an annual escrow fee of $1,000, plus a $250 escrow initiation fee, for the first license year and an annual source code escrow fee of $1,000 thereafter. All charges for additional services which may be requested from the escrow company by Licensee as a beneficiary to the escrow agreement shall be payable by Licensee.

20. **EXCLUSIVE REMEDY**. LICENSEE'S EXCLUSIVE REMEDY FOR A BREACH OF WARRANTY SHALL BE FOR LICENSOR TO REPAIR OR REPLACE THE DEFECTIVE PORTION OF THE SYSTEM OR AT LICENSOR'S ELECTION, TO REFUND THE LICENSE FEES PAID FOR THE DEFECTIVE PORTION OF THE SOFTWARE, FROM THE DATE THE DEFECT IS IDENTIFIED TO THE END OF THE CURRENT LICENSE YEAR.

21. **LIMITATION OF DAMAGES**. NEITHER LICENSOR NOR LICENSEE SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES FOR ANY LOSS OR CLAIM BY EITHER PARTY.

22. **LIMITATION OF LIABILITY**. EXCEPT AS PROVIDED IN PARAGRAPHS 9, 10, AND 11, AND EXCEPT FOR BODILY INJURY OR VIOLATIONS OF PARAGRAPH 23, CONFIDENTIAL INFORMATION, IT IS UNDERSTOOD AND AGREED THAT NEITHER PARTY'S LIABILITY, WHETHER IN CONTRACT, IN TORT, IN NEGLIGENCE OR OTHERWISE, SHALL EXCEED THE AMOUNT RECEIVED BY LICENSOR FROM THE LICENSEE FOR THE LICENSE YEAR IN WHICH THE CAUSE OF ACTION AROSE. THE PRICE STATED HEREUNDER IS A CONSIDERATION IN LIMITING EACH PARTY'S LIABILITY.

23. **Confidential Information**.

    a. Each party acknowledges that confidential information (including trade secrets, software source code and functions and capabilities of the password-protected maintenance module accessible to Licensee, support services, technical user guide and training materials, one-time build fee structures, the contents of any negotiations of such confidential information between the parties to this Agreement, and confidential or proprietary technical, financial, and business information, including but not limited to material marked and identified as "confidential") (collectively, "Confidential Information") may be exchanged between the parties pursuant to this Agreement. Each party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other party. Each party agrees that it will not disclose or use the Confidential Information of the other party except for the purposes of this Agreement. LICENSEE EXPRESSLY AGREES THAT, UNLESS ORDERED BY A COURT OF COMPETENT JURISDICTION, IT WILL NOT DISCLOSE ANY PROPRIETARY OR CONFIDENTIAL INFORMATION, AS SUCH IS IDENTIFIED IN THIS LICENSE AGREEMENT OR THE ATTACHED EXHIBIT A, WITHOUT FIRST OBTAINING THE APPROVAL OF LICENSOR IN WRITING. THIS SPECIFICALLY INCLUDES ANY KIND OF PUBLIC INFORMATION REQUEST. IT IS THE RESPONSIBILITY OF LICENSOR TO SEEK INJUNCTIVE RELIEF IF THE LICENSOR AND LICENSEE CANNOT AGREE ON WHAT IT PRODUCED IN RESPONSE TO AN OPEN RECORDS REQUEST. Licensee will promptly report to Licensor any disclosure of Licensor's Confidential Information that the Licensee becomes aware of and provide reasonable assistance to Licensor in the investigation and prosecution of any such unauthorized use or disclosure.

    b. Notwithstanding the foregoing, the recipient of Confidential Information may use or disclose the Confidential Information to the extent that such Confidential Information is: (i) already known by the recipient without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient, (iii) rightfully received from a third party without any obligation of confidentiality, (iv) independently developed by the recipient without use of the

Confidential Information of the disclosing party, (v) approved by the disclosing party for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the recipient provides the disclosing party with notice of such requirement prior to any such disclosure and takes reasonable steps available to maintain the information in confidence, including allowing the disclosing party to participate in proceedings to defend the confidentiality of the Confidential Information should the Licensee decide to do so in its discretion.

c. Licensor acknowledges that Licensee is a public entity subject to the requirements of the Michigan Open Records Law and that Licensee shall endeavor to maintain the confidentiality of the Confidential Information of Licensor subject to the requirements of the Michigan Open Records Law and except to the extent, Licensee's employees, contractors, and consultants have a need to access such Licensor Confidential Information in order to enable the Licensee to exercise its rights under this Agreement. Nothing in this Paragraph shall be construed to relieve Licensee of any of the duties and provisions of Subparagraph 23.b., above.

d. Licensee agrees not to use, or allow its employees or independent contractors to use, the Software and / or Licensor's Confidential Information to create any computer software or documentation that is substantially similar to the Software or its related documentation.

24. **Return of Confidential Information**. Upon the termination of this Agreement for any reason whatsoever, each party may request of the other that all documents, information, data, and/or software however recorded, which contain any of the other's Confidential Information be returned, provided that the party shall be entitled to charge a reasonable fees and materials charge for doing so. If no request is received for the return of Confidential Information within thirty (30) days of the termination of this Agreement, the Confidential Information shall be destroyed within a reasonable time thereafter and shall not be used for any purpose whatsoever.

25. **Notices.**

a. *Generally*. Except as provided in Subparagraph 23.b., notices delivered pursuant to this Agreement shall be sent to the people and addresses shown in this Paragraph. Generally, notices shall be delivered by First Class Mail or courier service. Such notice shall be deemed to have been given when deposited in the United States Mail or courier service properly addressed to the intended recipient.

To Licensor	**To Licensee**
Bret C. Keast, AICP, President **enCode**Plus, LLC 1415 Highway 6, Suite A-300 Sugar Land, TX 77478 Tel: (281) 302-5847 Email: bret@enCodePlus.com *With copy to:*	Cherilynn Mynsberge, City Clerk City of Birmingham 151 Martin Street Birmingham, Michigan 48012 Tel: (248) 530-1802 Email: cmynsberge@bhamgov.org *With a copy to:*

William G. Harger, Attorney at Law William G. Harger & Associates, PLLC 704 Main Street Richmond, Texas 77469 Tel: (281) 202-6000 Email: harger@hargerlaw.com	
Account Management	**Finance Department**
Kim Keast, Business Manager **enCode**Plus, LLC 1415 Highway 6, Suite A-300 Sugar Land, TX 77478 Tel: (281) 302-5847 Email: kim@encodeolus.com	Mark Gerber, Finance Director & Treasurer City of Birmingham 151 Martin Street, P.O. Box 3001 Birmingham, Michigan 48012 Tel: (248) 530-1820 Email: mgerber@bhamgov.org

b. *Upgrades, Maintenance, Service Interruptions, and Planned Outages.* Notices regarding upgrades, maintenance, service interruptions, and planned outages shall be delivered by electronic mail to the following individuals:

- City Manager or designee; and
- Planning Director.

Licensee may change the individuals who receive notice pursuant to this subparagraph by electronic mail notice to Licensor.

26. **Assignment.** Licensor may not assign its rights and obligations under this Agreement without prior written notice to Licensee no less than 30 days prior to assignment. Licensee may thereafter continue with the terms of this Agreement attempt to renegotiate with the assignee, or terminate this license pursuant to the provisions of Paragraph 3, Term of License.

27. **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

28. **No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

29. **Effective Date.** The effective date shall be the date on which the Licensee executes this Agreement, or such other date as may be agreed to by the parties and indicated as "Effective Date" below.

30. **Dispute Resolution; Choice of Law and Forum.** Licensor and Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Michigan. Any legal dispute between the parties shall be resolved in the following manner:

    a. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.

b. The disputing party shall give the other party written notice of the dispute. The other party shall respond in writing within 10 days after receipt of said notice. The notice and response shall include: (1) a statement of the party's position and a summary of the facts and arguments supporting its position; and (2) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within 20 days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

c. If the controversy or claim has not been resolved within 30 days of the first meeting of the senior executives, the parties shall endeavor to settle the dispute by non-binding mediation.

d. If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within 90 days of the commencement of such procedure, parties may bring their claim in a court of law. Venue for all actions brought pursuant to this agreement is in Oakland County, Michigan; and all parties consent to Oakland County, Michigan, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement.

e. Nothing in this Paragraph shall prevent a Party from bringing an action for injunctive relief if such relief is necessary for the protection of a right or property or proprietary information which might be lost absent such relief.

31. **Integration**. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

32. **Force Majeure**. Neither party shall not be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, or act of government provided that written notice thereof is provided to the other party promptly upon discovery thereof and uses its best efforts to cure the delay.

33. **Amendments and Modifications**. No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties.

34. **General Interpretation**. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

35. **Further Assurances**. Each of the parties agree to take such further action to execute and deliver such additional documents as may be reasonably required to them to effectuate the purpose and intent of this Agreement.

36. **Severability**. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Paragraph, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

February 1, 2019
Effective Date

City of Birmingham	**enCode**Plus, LLC
Licensee	Licensor
Joseph A. Valitto	Bret C. Keast
Authorized Agent Signature	Authorized Agent Signature
City Manager	Bret C. Keast, President
Authorized Agent (Typed)	Authorized Agent (Typed)
2-18-19	January 18, 2018
Date	Date

1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

Exhibit A
Non-Disclosure Agreement and Request for Username and Password

The City of Birmingham, Michigan ("Licensee") requests that a new password be issued by **enCode**Plus, LLC ("Licensor") for the benefit of Licensee to enable the undersigned user ("User") to access and use the maintenance module and User Guide for the software program. Licensee and the undersigned agree to comply with the below provisions of the license agreement between Licensor and Licensee:

"Licensee agrees that each person having administrative or maintenance access to the Software, including but not limited to employees, contract workers, any third parties acting on behalf of Licensee or any other person or entity acting as an agent for Licensee in any capacity, shall be identified to Licensor and issued a unique password. Each person receiving a password must first complete and sign this non-disclosure agreement ("NDA"). Submission of such a completed NDA will constitute a request by Licensee for issuance of a new password for a particular individual, and upon receipt of a completed NDA, Licensor will issue a password for that individual user. Passwords are not transferable. When Licensee becomes aware that a user will no longer need a password, for any reason, Licensee agrees to immediately notify Licensor that the password is no longer active. Any replacement users will be issued a new password. Licensee assumes full responsibility for any improper use of a password issued at the request of Licensee, and indemnifies Licensor from any loss by or damage to Licensor that may occur as a result of an improper use of any such password.

Licensee assumes full responsibility for any **enCode**Plus User Guides ("Guide") used online by Licensee or anyone using a password issued for the benefit of Licensee. Licensee acknowledges that such Guides contain Confidential Information and proprietary information which is very valuable to Licensor, and could be used by competitors to the detriment of Licensor. Licensee agrees to keep such information in a secure location, and not allow any copies of such Guides or portions of such Guides to leave the premises of Licensee. Licensee agrees to use at least such security measures to protect the Guides, portions of the Guides, or any other information obtained through the use of a password issued at the request of Licensee, as secure as any other information under Licensee's possession or control which Licensee considers to be confidential, proprietary or sensitive.

Each party acknowledges that confidential and/or proprietary information (including trade secrets, software source code and functions and capabilities of the password-protected maintenance module accessible to Licensee, support services, technical user guide and training materials, one-time build fee structures, the contents of any negotiations of such confidential information between the parties to this Agreement, and confidential or proprietary technical, financial, and business information, including but not limited to material marked and identified as "confidential") (collectively, "Confidential Information") may be exchanged between the parties pursuant to this Agreement. Each party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other party. Each party agrees that it will not disclose or use the Confidential Information of the other party to any other person or entity except as necessary

for the purposes of this Agreement. LICENSEE EXPRESSLY AGREES THAT, UNLESS ORDERED BY A COURT OF COMPETENT JURISDICTION, IT WILL NOT DISCLOSE ANY PROPRIETARY OR CONFIDENTIAL INFORMATION, AS SUCH IS IDENTIFIED IN THIS LICENSE AGREEMENT OR THE ATTACHED EXHIBIT A, WITHOUT FIRST OBTAINING THE APPROVAL OF LICENSOR IN WRITING. THIS SPECIFICALLY INCLUDES ANY KIND OF PUBLIC INFORMATION REQUEST. IT IS THE RESPONSIBILITY OF LICENSOR TO SEEK INJUNCTIVE RELIEF IF THE LICENSOR AND LICENSEE CANNOT AGREE ON WHAT IT PRODUCED IN RESPONSE TO AN OPEN RECORDS REQUEST. Licensee will promptly report to Licensor any disclosure of Licensor's Confidential Information that the Licensee becomes aware of and provide reasonable assistance to Licensor in the investigation and prosecution of any such unauthorized use or disclosure."

The undersigned supervisor agrees to enforce the above provisions and be responsible for the User's compliance with the above provisions.

J. Cherilynn Mynsberge

SUPERVISOR
Printed name: J. Cherilynn Mynsberge
Date: 2-15-19

USER NO. 1
Printed name: Bruce Johnson
Date: 2-15-19

User's address: bjohnson@bhamgov.org
151 Martin St
Birmingham MI 48009

User's E-mail address: bjohnson@bhamgov.org

Username: bjohnson
User's password: Issued securely by User

USER NO. 2

Printed name: Jana Ecker

Date: 2/15/19

User's address: 151 Martin St
Birmingham, MI
48009

User's E-mail address: jecker@bhamgov.org

Username: jecker

User's password: Issued securely by User

USER NO. 3

Printed name: Brooks Cowan

Date: 2/15/19

User's address: 151 Martin St.
Birmingham MI
48009

User's E-mail address: bcowan@bham-gov.org

Username: bcowan

User's password: Issued securely by User

USER NO. 4

Printed name: Nick Dupuis

Date: 2/15/19

User's address: 151 Martin St.
Birmingham, MI

User's E-mail address: ndupuis@bhamgov.org

Username: ndupuis

User's password: Issued securely by User

USER NO. 5

Printed name: Mike Morad

Date: 2-15-19

User's address: 151 Martin St
Birmingham MI 48009

User's E-mail address: mmorad@bhamgov.org

Username: mmorad

User's password: Issued securely by User

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

CITY OF BIRMINGHAM

Approved:

Jana Ecker, Planning Director
(Approved as to substance)

Bruce Johnson, Building Official
(Approved as to substance)

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

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

City of Birmingham
A Walkable Community

MEMORANDUM

(Department Name)

DATE: **July 11, 2019**

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

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

SUBJECT: **CENTURYLINK COMMUNICATIONS,LLC RIGHT-OF-WAY METRO ACT APPLICATION AND LEVEL 3 COMMUNICATIONS BILATERAL PERMIT**

INTRODUCTION:

CenturyLink Communications, LLC has submitted a permit application and permit for access to and ongoing use of public ways by telecommunications providers under the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act). The permit is in the name of CenturyLink's affiliate company, Level 3 Communications, LLC.

The application is for two locations, labeled on Exhibit A as "Project Location 1" and "Project Location 2". Only "Project Location 2" is in the City of Birmingham, and therefore the City's approval of a permit would be only for "Project Location 2".

BACKGROUND:

On July 10, 2019 the City received a completed permit application in compliance with the mandates of the METRO Act. The City of Birmingham has 45 days from the date of the application to either approve or deny the application and permit.

Both the application and permit forms were approved by the Michigan Public Service commission (MPSC). The CenturyLink Communications, LLC Application complies with the mandates of the statute and is complete. The Bilateral Permit for Level 3 Communications, LLC also complies with the requirements of the statute.

LEGAL REVIEW:

City Attorney Currier has reviewed the CenturyLink application and Level 3 Communications permit, as well as the attached documents filed with the City, and recommends approval of the application and permit.

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the CenturyLink Application and Level 3 Communications Permit in accordance with the METRO Act.

ATTACHMENTS:

- METRO Act Permit Application Form filed by CenturyLink Communications, LLC

- METRO Act Permit, Bilateral Form, for Level 3 Communications, LLC.

SUGGESTED RESOLUTION:

To approve the METRO Act Application of CenturyLink Communications, LLC and the METRO Act Permit for Level 3 Communications, LLC for “Project Location 2” as shown on Exhibit A.

Master

METRO Act Permit Application Form
Revised February 2, 2015

Birmingham, MI
Name of Local Unit of Government

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

BY

CenturyLink Communications, LLC
("APPLICANT")

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

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

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

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at:

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

Birmingham, Michigan
Name of local unit of government

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

By
CenturyLink Communications, LLC and its Affiliate's
("APPLICANT")

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

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

---

1 GENERAL INFORMATION:

1.1 Date: June 4, 2019

1.2 Applicant's legal name: CenturyLink Communications
Mailing Address: c/o Jennifer Piwonski – Sr. Contract Manager
33351 N Park St
Wildwood, IL 60030

Telephone Number: 847-954-8202
Fax Number: 720-567-1058
Corporate website: www.centurylink.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:
Paul Beauregard and Scott Antone
Mailing Address: c/o CenturyLink Communications, LLC
19675 W 10 Mile Rd
Southfield, MI 48075-2304
Telephone Number: 248-864-2895

Fax Number: _____
E-mail Address: Paul.Beauregard@centurylink.com , Scott.Antone@centurylink.com , Jennifer.Piwonski@centurylink.com

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

_____ Corporation
_____ General Partnership
_____ Limited Partnership
__x__ Limited Liability Company
_____ Individual
_____ Other, please describe: _____

1.4 Assumed name for doing business, if any: _____
1.5 Description of Entity: fiber optic telecommunications utility

1.5.1 Jurisdiction of incorporation/formation;
1.5.2 Date of incorporation/formation;
1.5.3 If a subsidiary, name of ultimate parent company;
- Affiliate company Level 3 Communications, LLC

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

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

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: _____

_____.

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

Circle: Yes (*No*)

If "yes," please describe the circumstances.

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

1.9.1 A felony; or

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

Circle: Yes (*No*)

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

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

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

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

---

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.
ID number 801868816

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.
CenturyLink request to install (3) 1.5" HDPE conduit and fiber optic cables in the Cities public rights of way.

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

2.4 Please provide an anticipated or actual construction schedule.

- *Anticipated start date: June 2019, immediately upon receipt of approved application and permit.*

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

- Affiliates under the CenturyLink parent

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

- CenturyLink and its Affiliates, or It's contractor will be responsible for maintaining our conduit and fiber facilities. The names and phones numbers have been provided below in 3.3, and 24 emergency contact number 1-877-4LEVEL3.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

19675 West Ten Mile Rd.
Southfield, MI 48075

3.2 Location of all records and engineering drawings, if not at local office;

Same as above

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

Scott Antone – Outside Plant Engineer – cell: 517-206-8644
Paul Beauregard – Manager, Field Operations 248-359-2527

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

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

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

3.4.2.6 Independent contractor liability;

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

3.4.2.8 Environmental contamination;

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

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

-TBD, project by project determinations made at the time of City permit award.

4 CERTIFICATION:

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

NAME OF ENTITY ("APPLICANT")

6/4/2019
Date

By:
Type or Print Name: Jennifer Piwonski

Sr. Contract Manager, National Aquisition
Title

S:\metroapplicationform.doc

Filed by Corporations Division Administrator Filing Number: 201921820900 Date: 01/29/2019

5278

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2019 ANNUAL STATEMENT

for

CENTURYLINK COMMUNICATIONS, LLC

ID Number: 801868816

received by electronic transmission on January 29, 2019 ***, is hereby endorsed.***

Filed on January 29, 2019 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

LICENSING AND REGULATORY AFFAIRS
TUEBOR
CIRCUMSPICE
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 29th day of January, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Filed by Corporations Division Administrator Filing Number: 201921820900 Date: 01/29/2019

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/201

ANNUAL STATEMENT

(Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 801868816

Annual Statement Filing Year: 2019

1. Limited Liability Company Name:

CENTURYLINK COMMUNICATIONS, LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name: THE CORPORATION COMPANY
2. Street Address: 40600 ANN ARBOR RD E STE 201

Apt/Suite/Other:

City: PLYMOUTH

State: MI Zip Code: 48170

3. Mailing address of the registered office:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State: Zip Code:

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 29th Day of January, 2019 by:

Signature	Title	Title if "Other" was selected
KAY C BUCHART	Other	SECRETARY

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

LARA Home Contact LARA Online Services News MI.gov

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Payment Confirmation

Date: 1/29/2019

Transaction date/time:	**1/29/2019 2:21:14 PM**
Confirmation number:	**19012999909503**
Entity ID Number:	**801868816**
Entity Name:	**CENTURYLINK COMMUNICATIONS, LLC**
Entity Type:	**FOREIGN LIMITED LIABILITY COMPANY**
Filing Type:	**2019 ANNUAL STATEMENT**
Filing fee:	**$25.00**
Expedited service fee:	**$0.00**
Total fee:	**$25.00**

Your payment has been successfully processed. Your filing has been submitted and will be reviewed by the Corporations Division. If your submission is rejected for any reason, we will contact you immediately.

Please note that for security reasons your payment credit card and/or bank information is processed at a secure website. The Department of Licensing and Regulatory Affairs does not retain any credit card information.

If you have any questions about your request, contact our office:

- phone: 517-241-6470
- email: **CorpsMail@michigan.gov**

LARA FOIA Process Transparency Office of Regulatory Reinvention State Web Sites

Michigan.gov Home ADA Michigan News Policies

Copyright 2019 State of Michigan

Reba Culkert
ENTERED FEB 20 2019

5278

Culbertson, Reba

From: MI Corporations Division Filings <LARA-CSCL-CorpFiling@michigan.gov>
Sent: Tuesday, January 29, 2019 1:27 PM
To: Culbertson, Reba
Subject: MI Corporations Division Filing Endorsement
Attachments: 201921820900.pdf

To REBA CULBERTSON,

Attached is the filed copy of the ANNUAL STATEMENT that you have submitted online. The CID and PIN required to sign in the online filing system of the entity are as follows.

ENTITY NAME: CENTURYLINK COMMUNICATIONS, LLC
ID: 801868816
CID: 3V1EE5
PIN: 7851

Please keep the CID and PIN in a safe place, and do not share it with anyone that does not have authority to submit documents on behalf of the entity.

Sincerely,

Corporations Division
Corporations, Securities & Commercial Licensing Bureau
Department of Licensing and Regulatory Affairs
Telephone: (517) 241-6470

This email was sent from an unmonitored email address. Please do not reply to this email. You may contact the Corporations Division using this email address: CorpsMail@michigan.gov

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

CENTURYLINK COMMUNICATIONS, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.
was validly authorized on January 5 , 2009, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

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

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 28th day of May , 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 19053137760

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.

CenturyLink®

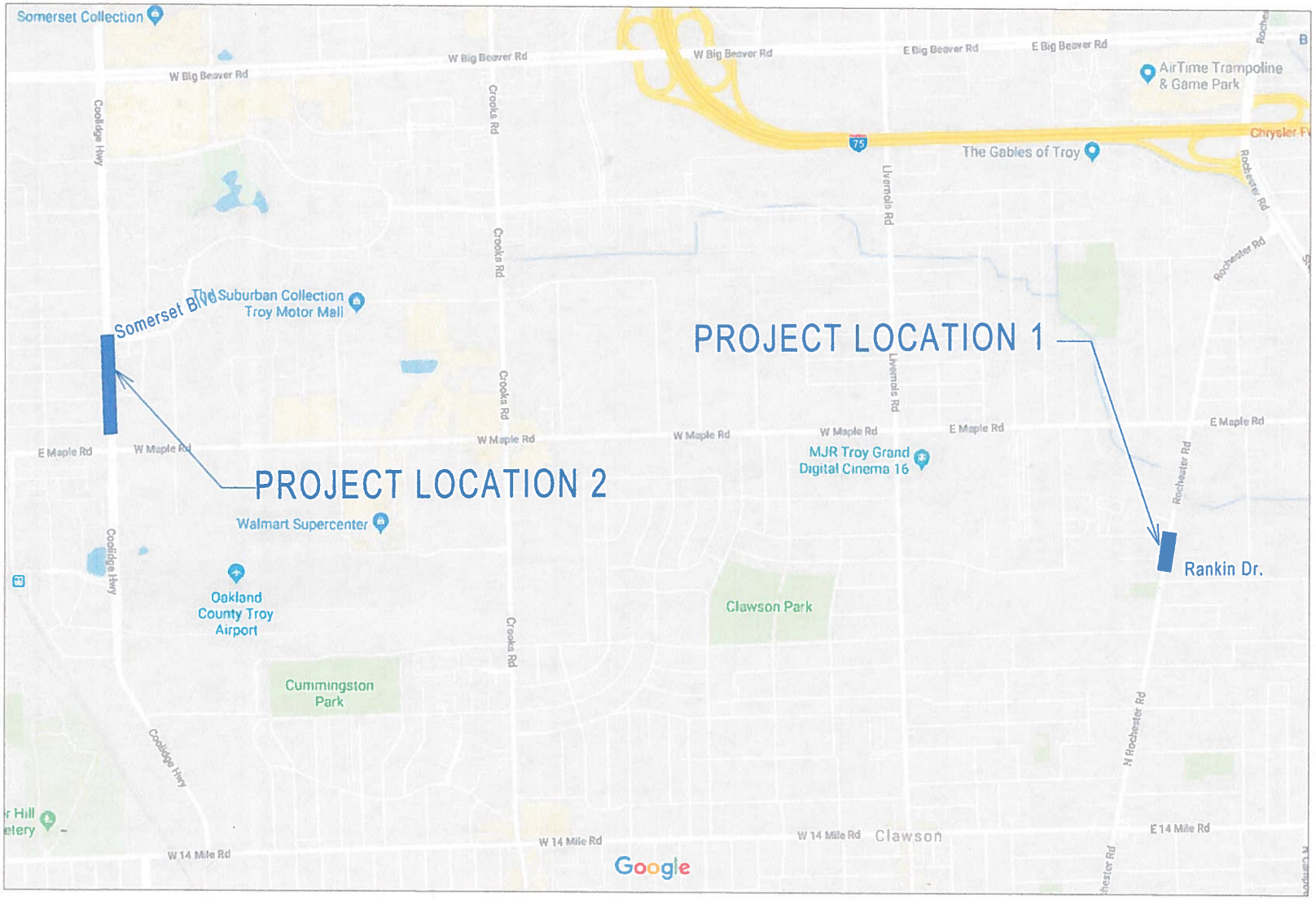
Communications, LLC

FIBER OPTIC CABLE ROUTE
PROJECT # E.######
PRE-CONSTRUCTION DRAWINGS
COMPLETING THE RING
COOLIDGE NORTH OF MAPLE AND ROCHESTER RD NORTH OF RANKIN
TROY MI

BOOK 1 OF 1

12/6/2018

OVERVIEW MAP



PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

COOLIDGE AND ROCHESTER RD

TROY MI

CenturyLink Communications, LLC

REVISIONS

DATE	DESCRIPTION	INITIAL

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AS-BUILT DATE

ORIGINAL:

REVISED:

SCALE

B SIZE DWG: NO SCALE

D SIZE DWG:

MP TO MP

DWG. #

PROJECT LOCATION 2 OF 11

DRAFTING STANDARD SYMBOLOGY

HANDHOLE "HH"
SPLICE HANDHOLE "HH"
FOREIGN CARRIER HANDHOLE "HHH"
MANHOLE "MH"
POLE "POLE"
POLE W/ANCHOR "POLE"
POLE W/BOX "POLE"
AERIAL SLACK "SNOW-SHOE"
COVER "COVER"
FIRE HYDRANT "FH"
VALVE "VALVE"

FOREIGN CARRIER FIBER OPTIC MARKER (DOWN) "HD"
FOREIGN CARRIER FIBER OPTIC MARKER (UP) "HU"
TUBULAR MARKER DOWN "TD"
TUBULAR MARKER UP "TU"
EXISTING TUBULAR MARKER UP "ETU"
EXISTING TUBULAR MARKER DOWN "ETU"
TREE "TREE"
VENT "VENT"

BRIDGE "BRIDGE"
PROPOSED BRIDGE "BRIDGE"
CULVERT "CULVERT"
PROPOSED CULVERT "CULVERT-P"
NOTE: R/W EXCEEDS 200' THIS AREA "RW"
MISC OBJECTS "OBJECT"
PEDESTAL "PEDESTAL"
POINT OF SWITCH "PS"
STREET LIGHT "STREET-LIGHT"

RETAINING WALL "RETAINING-WALL"
NORTH ARROW "NARROW"
CAUTION LEFT CAUTION RIGHT "CAUTION"
REGEN SITE DOWN "REGEN-D"
REGEN SITE UP "REGEN-U"
MILE POST "MP"
MILE POST NOT IN FIELD "MPNIF"

SERVICE ROAD
PARALLELL CALLOUT "PARCALL"
POINT OF INTERSECTION "POI"
SEE DWG NO. XX-X SURVEY STA.X+XX RAILROAD STA. N/A
SURVEY STA.XX+XX SEE DWG NO. XX-Y RAILROAD STA. N/A
STA "STA_LDR"
STA "STA_LDR"
LEFT MATCH "M1"
RIGHT MATCH "M2"
STATION CALLOUT TOP "STATXT_T"
STATION CALLOUT BOTTOM "STATXT_B"
MATCH LINE "ML"
R/R EQUATION XX+XX XX+XX
R/R EQUATION XX+XX XX+XX
EQUATION XX+XX XX+XX
EQUATION XX+XX XX+XX
R/R STA XXXX+XX
R/R EQUATION BOTTOM "RREQL"
R/R EQUATION TOP "RREQR"
EQUATION "EQR"
EQUATION "EQL"
VAL MAP MP 000
VAL MAP MILE POST "VMP"

"BLOCK NAMES IN QUOTES"
(LINETYPES IN PARENTHESIS)

CABLE SYMBOLS

STA ??+??
REEL # EOH EOC SLACK
REEL # EOH EOC SLACK
CABLE SPLICE POINT SYMBOL ONE FIBER COUNT ("CHEV")

STA ??+??
REEL # EOH EOC SLACK
REEL # EOH EOC SLACK
CABLE SPLICE POINT SYMBOL TWO FIBER COUNT ("DCHEV")

CCLC1
STA 23+45
NORTH WALL 137'
SOUTH WALL 218'
81' SLACK
CABLE SEQUENTIALS "OSEQ"

LC-ARP-48
ARMORED RODENT PROTECTED FIBER COUNT ("ARP")

CENTURYLINK LINE LEGEND

HDPE LINETYPE (HDPE_LINE)
TRENCHED BSP OR GSP EQUIPPED
JACK & BORE EQUIPPED W/ STEEL
CONCRETE ENCASED OR CAPPED HDPE
PVC EQUIPPED WITH HDPE
CUT & RESTORE "CUTREST"
DB (HDPE ONLY) DIRECTIONAL BORE (STEEL EQUIPPED) DB
H HDPE BORE WITH NO STEEL H
BOTTOM OF SLOPE "TOE" 50' 50'
TOP OF SLOPE "TOP"
FENCE LINETYPE (FENCE_LINE) X
GUARDRAIL "GRD-TOP" 50'
GUARDRAIL "GRD-DOWN" 100'
MAIN TRACK "TIC" 50'
SECONDARY TRACK "TIC"
RIGHT-OF-WAY LINETYPE (RIGHT_OF_WAY) R/W
SECTION LINE "SECB" 50' SEC LEFT SEC RIGHT
CITY LIMITS, COUNTY CHANGE, STATE BOUNDRY "CITY", "CITYL" CITY LEFT CITY RIGHT
EDGE OF PAVEMENT (EOP_LINE) EOP
PROPOSED EDGE OF PAVEMENT (EOP_PROPOSED) EOP
FOG LINE (FOG_LINE) FOG
BACK OF CURB (BOC_LINE) BOC
UNDERGROUND CABLE TV UTILITY (Service_CATV_UG) CATV
UNDERGROUND FIBER OPTIC CABLE UTILITY (SERVICE_FOCA_UG) FOCA
UNDERGROUND UNKNOWN UTILITY (SERVICE_UNKN_UG) UNKN
UNDERGROUND ELECTRIC UTILITY (SERVICE_ELECTRIC_UG) E
UNDERGROUND GAS UTILITY (SERVICE_GAS_UG) G
UNDERGROUND SEWER UTILITY (SERVICE_SEWER_UG) S
UNDERGROUND TELEPHONE UTILITY (SERVICE_TELEPHONE_UG) T
UNDERGROUND WATER UTILITY (SERVICE_WATER_UG) W
UNDERGROUND SIGNAL UTILITY (SERVICE_SIGNAL_UG) SIG
UNDERGROUND STEAM UTILITY (SERVICE_STEAM_UG) STM
UNDERGROUND STORM SEWER UTILITY (SERVICE_STORM_SEWER_UG) SS
OVERHEAD ELECTRIC UTILITY (SERVICE_ELECTRIC_OH) E
OVERHEAD TELEPHONE UTILITY (SERVICE_TELEPHONE_OH) T
OWNED CCLC UTILITY USED FOR TIE-IN (OWNED_CCLC_UG) CCLC
OWNED LC UTILITY USED FOR TIE-IN (OWNED_LC_UG) LC
OWNED LVLT UTILITY USED FOR TIE-IN (OWNED_LVLT_UG) LVLT
OWNED OC UTILITY USED FOR TIE-IN (OWNED_OC_UG) OC
OWNED OCC UTILITY USED FOR TIE-IN (OWNED_OCC_UG) OCC

PROJECT: # PROJECT #
SEGMENT:

CenturyLink Communications, LLC

REVISIONS

DATE	DESCRIPTION	INITIAL

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AS-BUILT DATE
ORIGINAL:
REVISED:

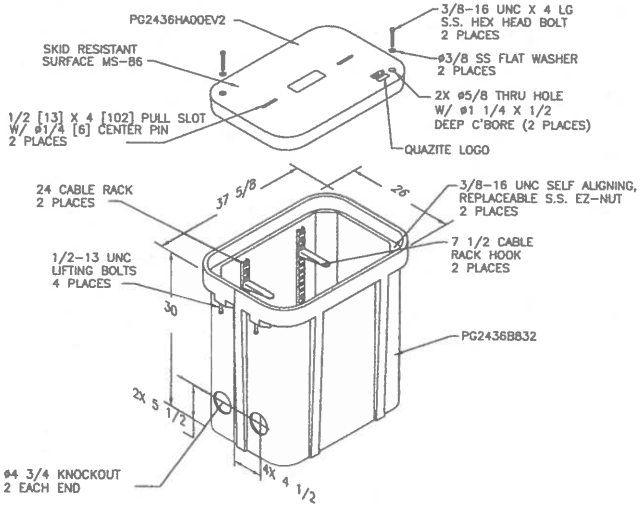
SCALE
B SIZE DWG: NO SCALE
D SIZE DWG:

MP TO MP

DWG. #
LEGEND
3 OF 11

GENERAL NOTES

1. Maintenance of Traffic: Local Traffic must be maintained at all times. The contractor will provide the necessary barricades and lights to protect traffic according to the current standards and specification of the City of Troy, Oakland County, and the Michigan Manual of Uniform Traffic Control Devices (MMUTCD)
2. Contractor must have a copy of the approved permit from the appropriate agency on the jobsite at all times.
3. All cable will be placed at standard 36" minimum depth.
4. Disturbed areas shall be limited within the right-of-way or easements. Disturbed or damaged landscaping and plantings will be replaced in kind by the contractor, other areas disturbed must be restored to original or better condition.
5. Project site will be properly secured prior to the end of each day.
6. All work is to be in accordance with all authorities having jurisdiction in the work zone.
7. Contractor is responsible to field verify all dimensions, quantities and existing conditions prior to construction.
8. Before construction begins, contractor shall take appropriate precautions to avoid any potential obstructions prior to proceeding with work.
9. Safety precautions shall be followed at all times to prevent accidents to vehicular and pedestrian traffic. Signs, barricades, shall be maintained by the contractor.
10. The location of all public utilities shown on the plans were taken from the best available records. Underground Contractors, Inc. will not be responsible for any omissions or variations from the locations shown. Before starting construction the contractor shall check with the utility companies on the location of existing utilities and/or structures whether or not indicated on the plans.
11. All trenches under or within 3' (three feet) of existing or proposed pavement shall be backfilled with MDOT class II granular material in 8" layers compacted to 95% of maximum unit weight.
12. Excavations are to be shored per MIOSHA-STD-1306 PART 9 Excavations, Trenching, & Shoring.
13. Hard surface removal necessary on this project to be saw cut full depth and replaced in kind per Oakland County specifications.
14. Sidewalk removal required of this project will be accomplished in complete flags and replaced in kind per City of Troy, Oakland County specifications.
15. All conduit will have a minimum of 18" vertical clearance from existing utilities.
16. This Project shall be constructed in compliance with Part 91 of Act 451 of 1994 as amended, the soil erosion and sedimentation control act.
17. Erosion and any sedimentation from work on this site shall be contained on the site and not allowed to collect on any off site areas or in waterways. Waterways include both natural and man-made open ditches, streams, storm drains, lakes and ponds.
18. All interior work shall be installed in accordance with the Michigan building Code and NFPA 70. Additionally conformances with EIA/TIA and ANSI/NECA/BICSI 568-2001 standards are recommended.
19. Fiber not installed in conduit must be plenum material.
20. Fiber and conduit shall be labeled with a unique identification at the termination ends and at 50ft intervals along the run.



TYPICAL DETAIL HAND HOLE

24X36X30 BOX ASSEMBLY

W/(2) 24" CR, (2) 7 1/2" CR, HOOKS

& (4) ø4 3/4 KNOCKOUT

PG2436Z978EV2

QUAZITE - 25479684

PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

COOLIDGE AND ROCHESTER RD

TROY MI

CenturyLink Communications, LLC

REVISIONS

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SCALE

B SIZE DWG:

D SIZE DWG:

MP TO MP

DWG. #

NOTES

GENERAL NOTES

GENERAL NOTES:

1. Contractor must obtain locates prior to disturbing the ground.
2. Contractor must have a copy of the approved permit from the appropriate agency on the jobsite at all times.
3. Any landscaping will be replaced to equal or better than that which existed prior to work
4. Project site will be properly secured prior to the end of each day.
5. All work is to be in accordance with all authorities having jurisdiction in the work zone.
6. Contractors are advised to contact Level 3 for any additional information or clarification concerning scope of work or the requirements necessary for project completion.
7. Contractor is responsible to field verify all dimensions, quantities and existing conditions prior to construction. If a significant change to the running line is needed, please contact your Level 3 representative before proceeding.
8. Before construction begins, contractor shall take appropriate precautions to avoid any potential obstructions prior to proceeding with work.
9. No construction on private property will commence until approval is given by the appropriate Level 3 employee.
10. Contractor shall not proceed with work until they have received a Purchase Order and have been directed to do so by an authorized Level 3 representative.
11. Contractor shall not exceed the Purchase Order value without authorization in writing from the appropriate Level 3 representative.
12. As-builts will be required for each project including cable footage sequential's at every access point, slack loop, splice location, pole and terminations point. Contractor should also provide notes of all changes in depths, running lines, MH/HH locations, and any other applicable notes to depict the work that took place. NOTE: All major changes need to be pre-approved by an authorized Level 3 employee prior to starting the work.

SITE CONDITIONS:
The actual location of existing conduit and cables may vary from the location shown. Repair of any damaged conduit containing cable shall be made by use of PVC split duct. The contractor shall enclose the existing cables in PVC.

The locations of existing utilities shown in the plan are approximate. When work is to be conducted in the vicinity of known utilities, their actual location must be field verified to avoid conflicts and damage to these utilities. Variation in locations between "recorded positions" and actual positions should be anticipated.

It shall be the contractor's responsibility to verify the location of all underground utilities. Buried utilities may exist in the area in addition to those shown on the plan. The contractor shall contact property owners when working within private easements for location of underground tanks, pipelines, drain tiles, or other buried improvements. The contractor shall also notify the utility notification center prior to commencing any construction activities.

The contractor must assume all buried utilities encountered are alive and active unless specifically instructed otherwise by the owners or operators of said utilities.

Damage to sub-surface structures is the sole responsibility of the placing contractor.

The contractor shall protect the existing traffic control loops. If existing traffic control loops are damaged during construction, the entire loopwire from terminal shall be replaced in accordance with governing agency standards and regulations at contractor's expense.

Removal of existing asphalt pavement, concrete curbs, and concrete sidewalks will be "neat line" with saw or pavement cutter, per requirements and specifications of the agency or department responsible for each location. If concrete pavement is encountered while excavation conduit trenches, the concrete removal will be "neat line" with a pavement saw.

If concrete curb returns and/or sidewalks are replaced due to conduit or manhole installation, the contractor shall place approved handicapped sidewalk and curb access ramps in conformance with State statutes.

All materials necessary for repair of streets, curbs, sidewalks, sanitary sewers, storm sewers, and public service utilities and the installation of such materials shall be in conformance with the requirements and specifications of the agency or department responsible for the operation and maintenance of the repaired facility.

All work shall conform to the specifications of the jurisdictional permit agency.

All open trenches will be clearly marked with barricades or cones. Steel plates or other types of bridging shall be provided to cover open trenches in the travel portion of the streets. These plates or bridging shall be adequate to support the normal vehicle loads anticipated in this area and shall be in place during all non-working hours.

All surface to be restored to original condition, and backfill to be compacted as specified. Trench excavation in surface which include concrete treated base shall follow local area specifications.

HAZARDOUS MATERIAL
The contractor shall notify the jurisdictional permit agency immediately if any materials are encountered that are considered by the EPA, DEQ, or OSHA as hazardous. If potentially hazardous materials are encountered the contractor shall secure the site and prevent any accidental exposure by the public or the contractor's personal.

The contractor may excavate up to, but shall not disturb known hazardous materials such as asbestos, oils, acid, etc. The removal of all hazardous materials must be done by an approved or certified hazardous materials contractor licensed by the state.

A copy of all correspondence pertinent to the removal of the hazardous materials shall be transmitted to the owner and a copy shall be available at the project office and the job site.

AERIAL NOTES
Aerial construction to be preformed to industry acceptable standards.
X All height of cable placement will be recorded at the time of construction. Document all points of attachment
X 6.5M strand will be with standard 3/8" hardware.
X All extension arms will be epoxy arms unless otherwise noted or approved by the inspector.
X Bond strand to power MGN where applicable. Anchors to be used will be 1" screw in type.
X All straps will be placed 4" before and after every supporting clamp at minimum of 21" apart.
X P.O.A = Point of Attachment
X Add missing grounds
X Repair/Replace existing lashing wire if damaged

CONSTRUCTION STAKES
In areas where the conduit alignment is not clearly defined by the curb lines, fence lines, or other evidence of the right-of-way, the engineer will provide centerline stake or point marks where required to make the proposed conduit alignment evident.

Closure identified in the plans shall be located by the contractor. Deviation from plan layout shall be approved by the engineer prior to conduit and/or enclosure installation.

Manhole centers will be field staked by the engineer when requested with offset staked at right angles to the conduit alignment

If additional field staking of location of conduit, manholes, property lines, etc. becomes necessary, the contractor is to notify the inspector or the engineer two days prior to the beginning of the work.

PERMITS-FRANCHISES-EASMENTS
Physical work shall not be started until the governing agency inspector and the contractor are in possession of and have carefully reviewed and fully understand all conditions and specifications set forth in the required permit, franchises and/or easements.

Placing foreman to have a copy of the permits, easements on site at all times.

Any conflict between work print specifications and specifications set forth under related permits, franchises, and/or easements must be cleared by proper company authority before progressing with work involved.

TRAFFIC CONTROL
Any project involving work along a major arterial road and/or heavy traffic volume should be anticipated.

Uniform traffic flow shall be maintained at all times. Only equipment and materials necessary for immediately scheduled or in progress will be maintained in the work area. All other equipment and material will be "stored or stockpiled" in such a manner as to eliminate hazardous conditions for traffic or pedestrians during non-working or shut down period.

Traffic warning devices and signs shall conform to the manual on uniform traffic devices for streets and highways(US Government Printing Office) and to the state highway division standards specifications for highway construction. High level warning type devices are to be used at times and special warning devices may be stipulated by the jurisdictional permit agency at any time he use will add to the safety and protection of traffic or pedestrian in the construction area.

All conduit trenching in paved areas shall be backfilled with crushed gravel or completely covered at the completion of each working day. Any backfilled trench shall be capped with a minimum layer of asphalt or concrete cold patch at the end of each working day.

The contractor shall mark the conduit trench and define their construction area clearly with barricades, cones, and/or other visible methods that alert the public of the construction activity.

A traffic control plan shall be prepared by the contractor as required and submitted to each permitting agency requesting such plan for review and approval or revision prior to commencing any construction activity for this project. The approved plan shall be submitted to the agency and a copy of the plan shall be kept at the construction site and must be available for review by agency representatives.

SPECIAL UTILITY CLEARANCE
All work conducted adjacent water mains shall conform to the following conditions.

A. Whenever possible conduit shall maintain a horizontal separation of 3', measured surface (outside edge to outside edge) from parallel water mains.
B. Whenever possible conduit shall pass under existing water mains and must maintain 12" vertical separation.
C. The contractor shall be responsible for establishing and maintaining this required vertical separation by either exposing the water main every 100 feet in these areas where horizontal separation is less than 3 feet or by utilizing the depths of adjacent water valves. If the contractor utilizes the adjacent water line to determine water main depth, they shall contact the agency of each such location and the agency will determine the necessary depth of the top of the conduit at that point.
D. The vertical and horizontal separation shall be maintained at all times unless specifically revised by agreement between the jurisdictional permit agency and the agency. Any specific deviation in the vertical and horizontal separation from those described shall be reported to the owner by he contractor. The contractor shall be responsible for maintaining vertical and horizontal separation at all times and shall be responsible for any and all encroachments.
E. Clearances to storm sewer and sanitation sewers shall be exactly the same as those to water mains.

STRUCTURE PROTECTION
Manholes and conduit to be placed adjacent to existing structures such as bridges, bridge footing/piers, foundations, walls, power and telephone poles, ad other utilities shall maintain a minimum clearance as shown. The contractor shall not undermine any adjacent structure without specific written permission form the owner/operation of such structure.

Shoring used as foundation support shall be designed specifically for both the live and dead loads off the structure or if only the dead is used for design. The contractor shall provide a detailed layout and plan of the method of establishing and maintaining the design load condition (i.e. road detours, tiebacks , etc.).

See utility clearance section notes for the clearance criteria to parallel or cross utilities.

Existing utilities exposed during excavation shall be 100% supported by either trench bridging and suspension or by the use of longitudinal trays or platforms vertically supported by adjustable building jacks.

Existing splice cases and cable supported by suspension from a cross beam. Supports shall be placed at a maximum spacing of 4 feet and shall consist of a canvas sling with nylon belting or rope. All cable support shall be placed in a manner that prevents kinks or other damage to the cable sheath.

An acceptable alternative to cable slings would be the utilization of a wide flange "I" beam or channel as a "cable tray" with cables/cases banded in place.

SHORING
The contractor shall provide shoring for conduit trench excavation 48" or more in depth as measured from the high side of the trench and for all manhole excavation.

Manhole shoring shall be tight-sheeted.

All shoring shall conform to the standards and specifications of local party and the occupational safety health administration.

The contractor shall provide all shoring and design calculations to the permit issuing agency prior to commencing any construction activity.

PROJECT: # PROJECT #
SEGMENT: SEG/SPAN
COOLIDGE AND ROCHESTER RD
TROY MI

CenturyLink
Communications, LLC

REVISIONS

DATE	DESCRIPTION	INITIAL

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK COMMUNICATIONS, LLC. BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

811
Know what's below.
Call before you dig.

CENTURYLINK COMMUNICATIONS, LLC. IS NOT RESPONSIBLE FOR ANY UTILITY LOCATIONS SHOWN OR NOT SHOWN ON THIS DRAWING

AS-BUILT DATE
ORIGINAL:
REVISED:

SCALE
B SIZE DWG:
D SIZE DWG:

MP TO MP

DWG. #
GENERAL NOTES
5 OF 11

OUTSIDE PLANT ENGINEERING:

CENTURYLINK COMMUNICATION CORP, LLC.
OSP PROJECT MANAGER
19675 W 10 MILE RD
SOUTHFIELD MI 48075
SCOTT ANTONE
OFFICE: (248) 436-9852
CELL: 517-205-8644
E-MAIL: "SCOTT.ANTONE@CENTURYLINK.COM"

OUTSIDE PLANT CONSTRUCTION:

CENTURYLINK COMMUNICATION CORP, LLC.
SR ENGINEER "AREA OF RESPONSIBILITY"
"ADDRESS"
"CITY, STATE ZIP"
"ENGINEER NAME"
OFFICE: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL: "ENGINEER@CENTURYLINK.COM"

ENGINEERING CONTRACTOR:

UNDERGROUND CONTRACTORS INC.
30561 ANDERSEN CT.
WIXOM, MI 48393
MICHAEL BASTIEN
OFFICE: (248) 669-2510 EXT. 260
FAX: 248-669-1483
CELL: 248-421-1666
E-MAIL: MBASTIEN@UNDERGROUNDCONTRACTORS.COM

CONSTRUCTION CONTRACTOR:

"COMPANY NAME"
"ADDRESS"
"CITY, STATE ZIP"
"PROJECT ENGINEER NAME"
OFFICE: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL: "ENGINEER@COMPANY.COM"

STATE GOVERNMENT:

MDOT
"CONTACT"
"ADDRESS"
LANSING MI
"ENGINEER NAME"
OFFICE. (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL:

COUNTY GOVERNMENT

ROAD COMMISSION FOR OAKLAND COUNTY
"CONTACT"
2420 PONTIAC LAKE RD.
WATERFORD, MI 48328
"ENGINEER NAME"
OFFICE 248-858-4836
E-MAIL: RCOCWEB.ORG

CITY GOVERNMENT:

ENGINEERING
ANTONIO CICCHETTI
500 W. BIG BEAVER
TROY MI 48084
ANTONIO CICCHETTI
OFFICE: (248) 524-3385
FAX: (248) 524-1838
E-MAIL: A.Cicchetti@troymi.gov

CITY GOVERNMENT:

ENGINEERING
AUSTIN FLETCHER, P.E.
151 MARTIN ST.
BIRMINGHAM, MI 48009
OFFICE: (248) 530-1839
E-MAIL: afletcher@bhamgov.org

RAILROAD:

"RAILROAD"
"CONTACT"
"ADDRESS"
"CITY, STATE ZIP"
OFFICE. (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL. "E-MAIL ADDRESS"

UTILITIES:

CENTURYLINK ONE-CALL
OFFICE: 1-800-289-4237

OTHER ONE-CALL
OFFICE: (XXX)-XXX-XXXX

OTHER:

"COMPANY NAME"
"ADDRESS"
"CITY, STATE ZIP"
"PROJECT ENGINEER NAME"
OFFICE: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL: "CONTACT@OTHER.COM"

PROJECT: # PROJECT #
SEGMENT: SEG/SPAN
COOLIDGE AND ROCHESTER RD
TROY MI

CenturyLink
Communications, LLC

REVISIONS

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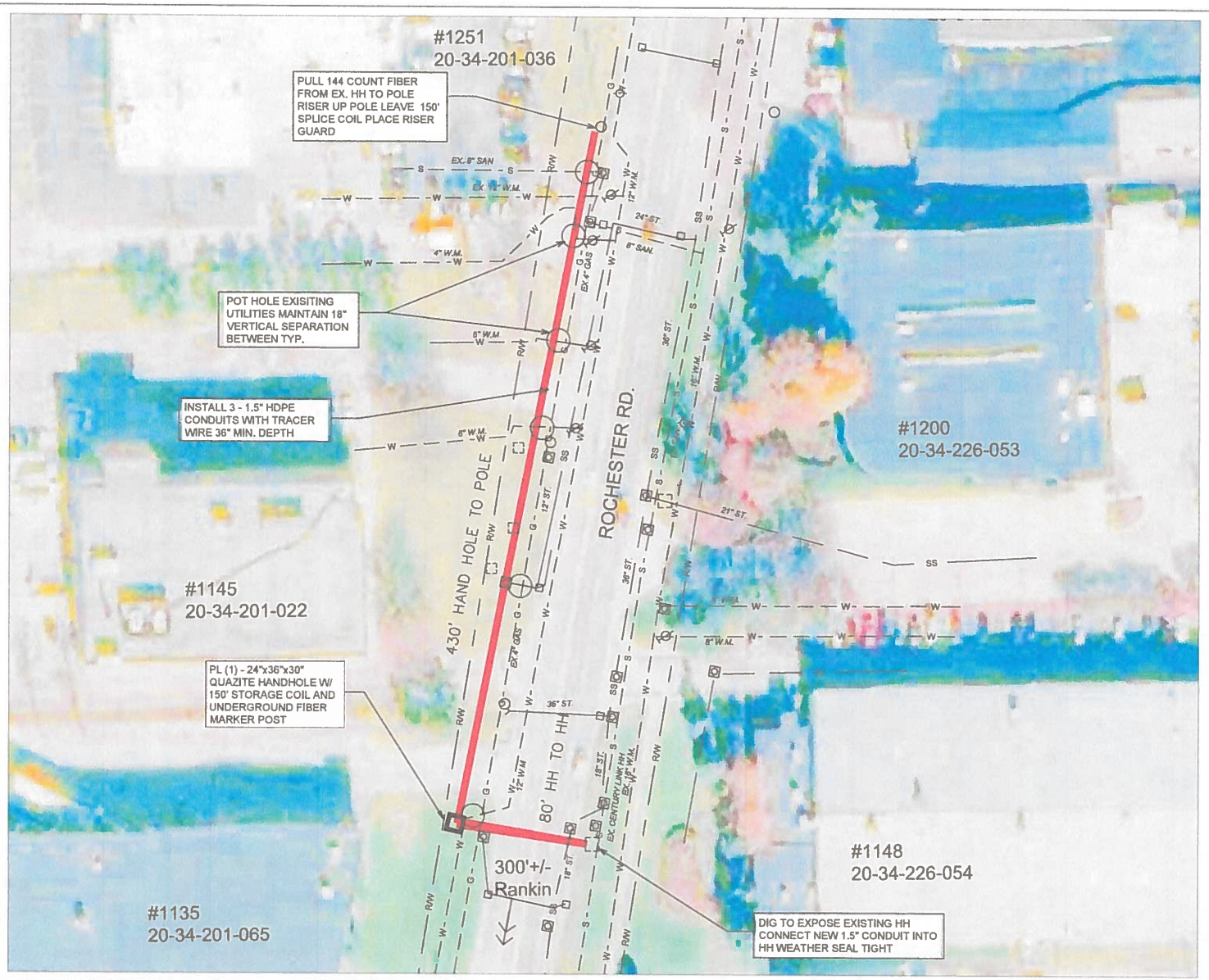
SCALE
B SIZE DWG:
D SIZE DWG:

MP TO MP

DWG. #
CONTACTS



PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

ROCHESTER RD. NORTH OF RANKIN

TROY, MI

CenturyLink
Communications, LLC

REVISIONS

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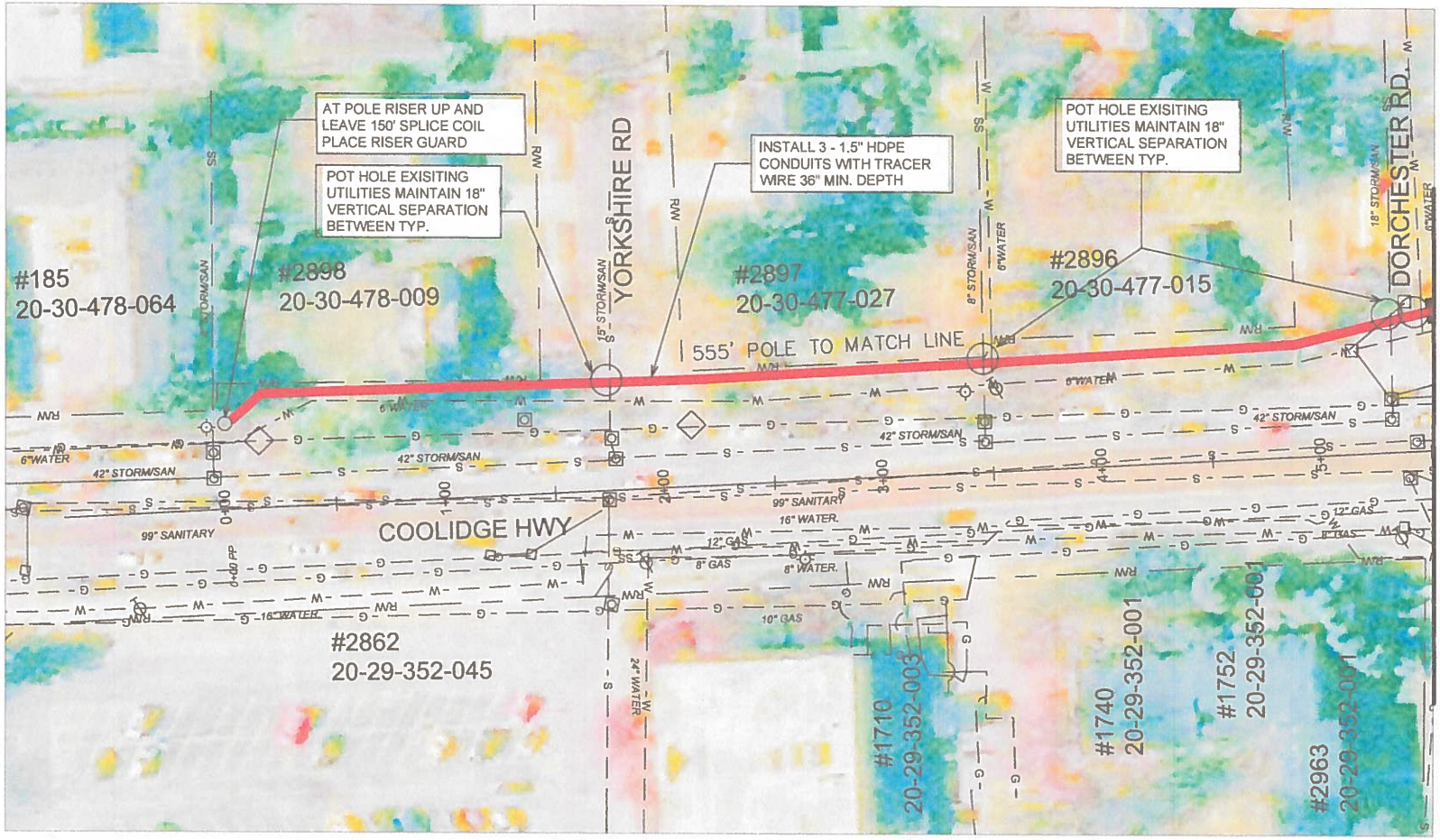
SCALE

B SIZE DWG: 1"=60'
D SIZE DWG:

MP TO MP

DWG. #

Rochester Rd.
7 OF 11



COOLIDGE HWY

MATCH LINE SHEET 9

PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

Coolidge - North of Maple

TROY, MI

CenturyLink Communications, LLC

REVISIONS

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SCALE

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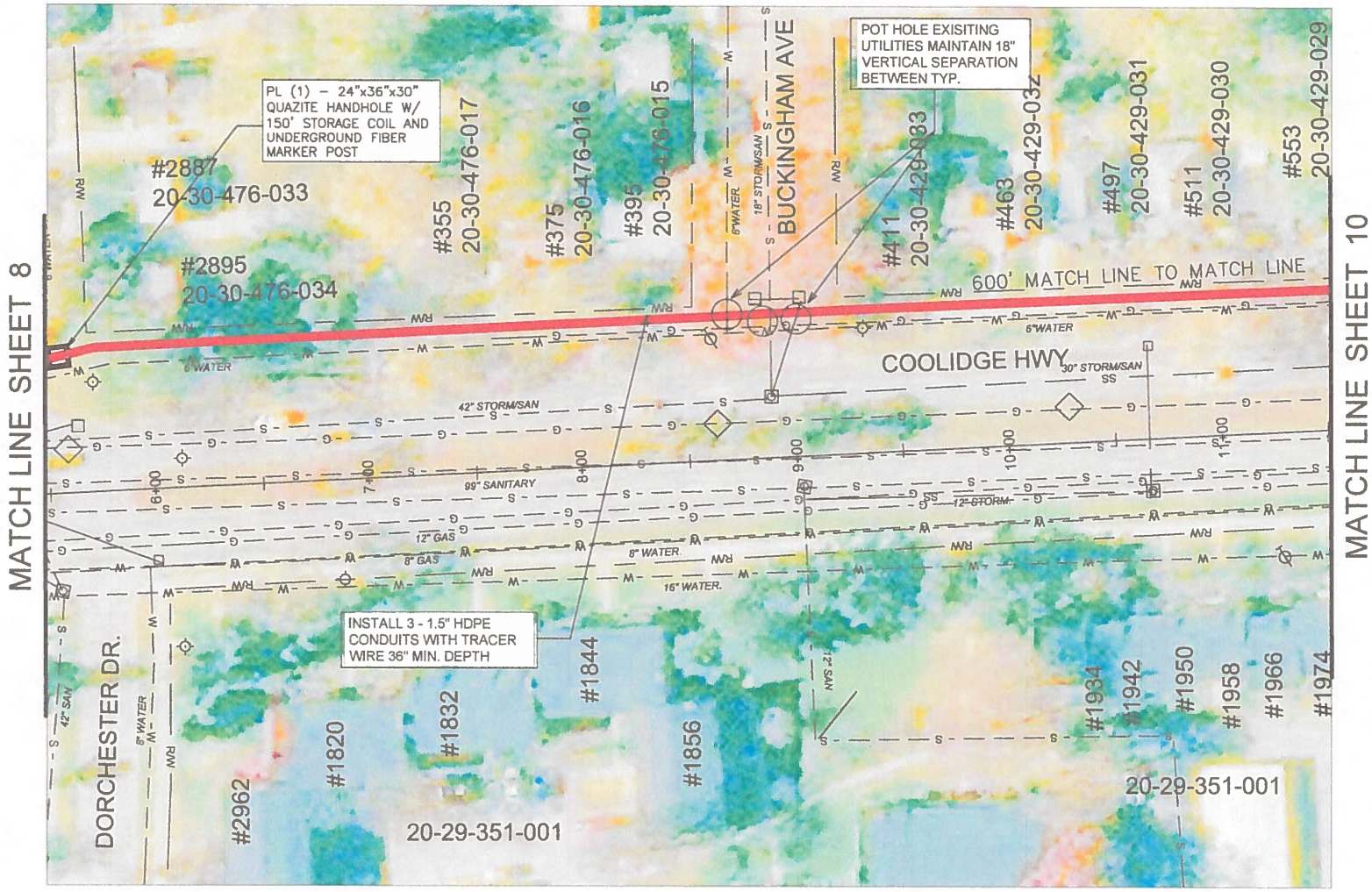
D SIZE DWG:

MP TO MP

DWG. # Coolidge Rd.

8 OF 11



PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

Coolidge – North of Maple

TROY, MI

CenturyLink Communications, LLC

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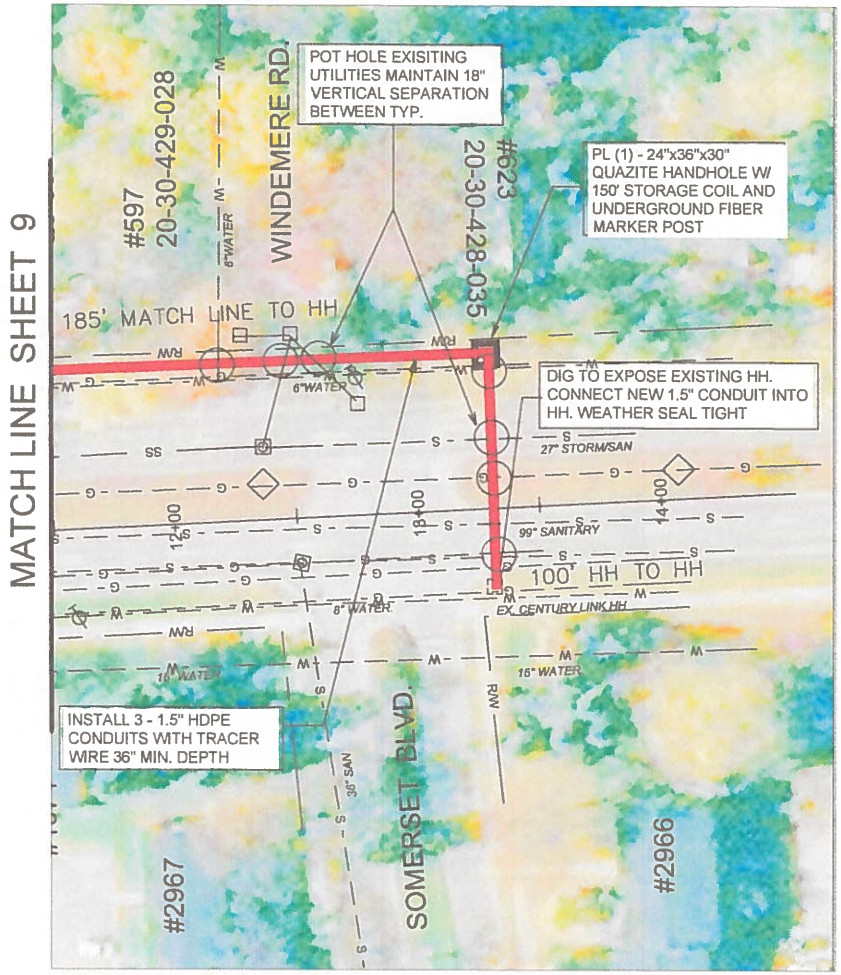
DWG. # Coolidge Rd.



PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

Coolidge – North of Maple

TROY, MI

CenturyLink Communications, LLC

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D SIZE DWG:

MP TO MP

DWG. #

Coolidge Rd, at Somerset

10 of 11

COST UNIT SUMMARY

Total Underground Cost Unit			
Unit Code and Description	Units	Estimated Quantity	Actual Quantity
UGB-30710 – Directional Bore greater than 1500': 3 HDPE conduits up to 2" (1 reel)	FT	1950	
UGB-30830 – Place Locate Wire in Existing Conduit	FT	1950	
UGB-30960 – Place up to 288 count FOC in conduit, up to 1500'	FT	2850	
UGB-31250 – Place New – 24"x36"x36" – Non-concrete Manhole / Handhole	EACH	2	
UGB-31580 – Expose existing Handhole / Manhole up to 36 " of depth	EACH	2	
UGB-31610 – Core Bore MH/HH: 4" Outside Diameter	EACH	2	
UGB-31640 – Excavate Small Pit: 6'x4'x5'	EACH	4	
UGB-32000 – Place Locate Test Station	EACH	2	
UGB-32010 – Place Vertical Ground Rod	EACH	2	
SPL-50020 – OSP cable prep – add cables to splice enclosure up to 288 FOC.	EACH	2	
SPL-50140 – Splice OSP loose tube 97 to 288 per location	EACH	288	
SPL-50110 – OSP setup/teardown per location	EACH	4	
SPL-50360 – Fiber Test per fiber, greater than 72 fibers unidirectional OTDR with trace	EACH	288	
SPL-50410 – adder after hours 6pm to 6am includes weekends	EACH	2	
MAT-90080 – Conduit: 1 1/2" HDPE SDR-11	FT	5850	
MAT-90950 – Tier 15 – 24"x36"x36" – w/ knock-outs and racking – Including Cover	EACH	2	
MAT-92080 – Test Stns – Mrkr Post w/ rem top & 3 term stns/posts for loc wire	EACH	2	
MAT-92130 – Vertical Ground Rod 8' feet 5/8? ground rod	EACH	2	
MAT-91980 – Locate wire #12 AWG – solid copper with insulated jacket	FT	1950	

Total Inside Plant (ISP) Rate Card			
Unit Code & Description	Units	Estimated Quantity	Actual Quantity

PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

COOLIDGE AND ROCHESTER RD

TROY MI

CenturyLink Communications, LLC

REVISIONS

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SCALE

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D SIZE DWG:

MP TO MP

DWG. # COST SUMMARY

Memorandum of Insurance

MEMORANDUM OF INSURANCE	DATE 04-Jun-2019

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. A Greenwich Insurance Company
INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation, Level 3 Parent, LLC and Level 3 Communications, LLC (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States	Co. B XL Specialty Insurance Co.
	Co. C Allianz Underwriters Insurance Company
	Co. D ACE American Insurance Company
	Co. E
	Co. F

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033306	01-Sep-2018	01-Sep-2019	GENERAL AGGREGATE	USD15,000,000
					PRODUCTS - COMP/OP AGG	USD15,000,000
					PERSONAL AND ADV INJURY	USD3,000,000
					EACH OCCURRENCE	USD3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD3,000,000
					MED EXP (ANY ONE PERSON)	USD10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033406 - AOS	01-Sep-2018	01-Sep-2019	COMBINED SINGLE LIMIT	USD2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	ART3016558	01-Sep-2018	01-Sep-2019	EACH OCCURENCE	USD10,000,000
					AGGREGATE	USD10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B B B B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWD500032906 AOS RWR500033006 WI RWE500033106 WA RWE500033206 OH	01-Sep-2018 01-Sep-2018 01-Sep-2018 01-Sep-2018	01-Sep-2019 01-Sep-2019 01-Sep-2019 01-Sep-2019	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD1,000,000
					EL DISEASE - POLICY LIMIT	USD1,000,000
					EL DISEASE - EACH EMPLOYEE	USD1,000,000
C	Technology E&O incl. Cyber/Privacy Liability	ART3016558	01-Sep-2018	01-Sep-2019	Limits	USD10,000,000 each claim/aggregate
D	Crime	DONG23680075005	01-Mar-2018	01-Sep-2019	Limits	USD10,000,000
C	Property	ART3016558	15-Mar-2018	01-Sep-2019	Amount of Insurance	USD25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE	DATE 04-Jun-2019

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PRODUCER	INSURED
Marsh USA Inc. ("Marsh")	CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation, Level 3 Parent, LLC and Level 3 Communications, LLC (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States

ADDITIONAL INFORMATION

U.S. PROPERTY
Deductible: USD25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

U.S. GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage
Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies

U.S. AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

U.S. AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - $USD1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

NON-U.S. GENERAL LIABILITY
Policy Period: September 1, 2018 to September 1, 2019
Policy No. 80-0276443
Insurer: The Insurance Company of the State of Pennsylvania
USD8,000,000 Master Control Program Aggregate
USD4,000,000 General Aggregate
USD4,000,000 Products-Completed Operations Aggregate
USD2,000,000 Personal & Advertising Injury Limit
USD2,000,000 Each Occurrence Limit
USD1,000,000 Damage to Premises Rented to You Limit
USD250,000 Medical Expense Limit
Automatic Additional Insured's Primary Coverage
Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

NON-US BUSINESS AUTO LIABILITY
Policy No. 80-0276444
Insurer: The Insurance Company of the State of Pennsylvania
USD2,000,000 Liability Limit, any one accident
USD25,000 Medical Expense Coverage, each accident

NON-US VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY
Voluntary Compensation - employee injury benefits varies by classification of employee
Policy No. 83-73344
Insurer: The Insurance Company of the State of Pennsylvania
USD2,000,000 Employers Liability Injury by Accident Each Accident
USD2,000,000 Employers Liability Injury, by Disease, policy limit
USD2,000,000 Employers Liability Injury, by Disease, each employee

NON-US PROPERTY
Property Coverage: "All Risk" of Direct Physical Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind (all subject to sublimits) - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained. Coverages listed may be subject to additional sublimits as outlined in the policy.
Policy No. PPR 0233433-03
Insurer: Zurich American Insurance Company
Policy Period: March 15, 2019 to March 15, 2020
Amount of Insurance: USD$75,000,000
Deductible: USD$75,000,000

WORLDWIDE EXCESS/UMBRELLA

Coverage applies per occurrence

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

WORLDWIDE CONTRACTOR'S POLLUTION
Policy No. 03101161
Insurer: Allied World Assurance Company (U.S.) Inc.
Policy Period: May 1, 2019 to May 1, 2022
Limits of Liability: USD3,000,000 each pollution condition / USD3,000,000 aggregate
USD1,000,000 Deductible

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

1.1 Company shall mean Level 3 Communications, LLC, organized under the laws of the State of Delaware whose address is 1025 Eldorado Blvd, Broomfield, CO 80021.

1.2 Effective Date shall mean the date set forth in Part 13.

1.3 Manager shall mean Municipality's Manager or his or her designee.

1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.

1.5 Municipality shall mean city of Birmingham, a Michigan municipal corporation.

1.6 Permit shall mean this document.

1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.

1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is

Scott Antone, OSP Engineer
Level 3 Communications
19675 W Ten Mile Rd.
Southfield, MI 48075
Scott.Antone@CenturyLink.com
248-864-2905

3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is

Network Planning and Access Management
Level 3 Communications, LLC
Sr. Manager Right of Way
1025 Eldorado Blvd
Broomfield, CO 80021
720-888-6441
Danett.Kennedy@CenturyLink.com

3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is

Scott Antone, OSP Engineer
Level 3 Communications
19675 W Ten Mile Rd
Southfield, MI 48075
Scott.Antone@CenturyLink.com
248-864-2905

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is

Scott Antone, OSP Engineer
Level 3 Communications
19675 W Ten Mile Rd
Southfield, MI 48075
Scott.Antone@CenturyLink.com
248-864-2905

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. NOC: 877-877-7758

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication

Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is

purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the

benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to: City of Jackson, MI, Attn: City Manager, 161 W Michigan Ave, 14th Floor, Jackson, MI 49201

with a copy to: City of Jackson, MI, Attn: City Clerk, 161 W Michigan Ave, 1st Floor, Jackson, MI 49201.

12.1.2 If to Company, to: Level 3 Communications LLC, Attn: Sr Manager ROW, 1025 Eldorado Blvd, Broomfield, CO 80021

12.1.3 with a copy to Level 3 Communications, Attn: General Counsel, 1025 Eldorado Blvd, Broomfield, CO 80021

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

[Municipality name]

Attest:
By:_____
Clerk

By:_____
Its:_____
Date:_____

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

Level 3 Communications, LLC

By: Sean Gerson
Its: Manager National Contract Acquisition
Date: _____

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities
(separate attachment)

Exhibit A

CenturyLink®

Communications, LLC

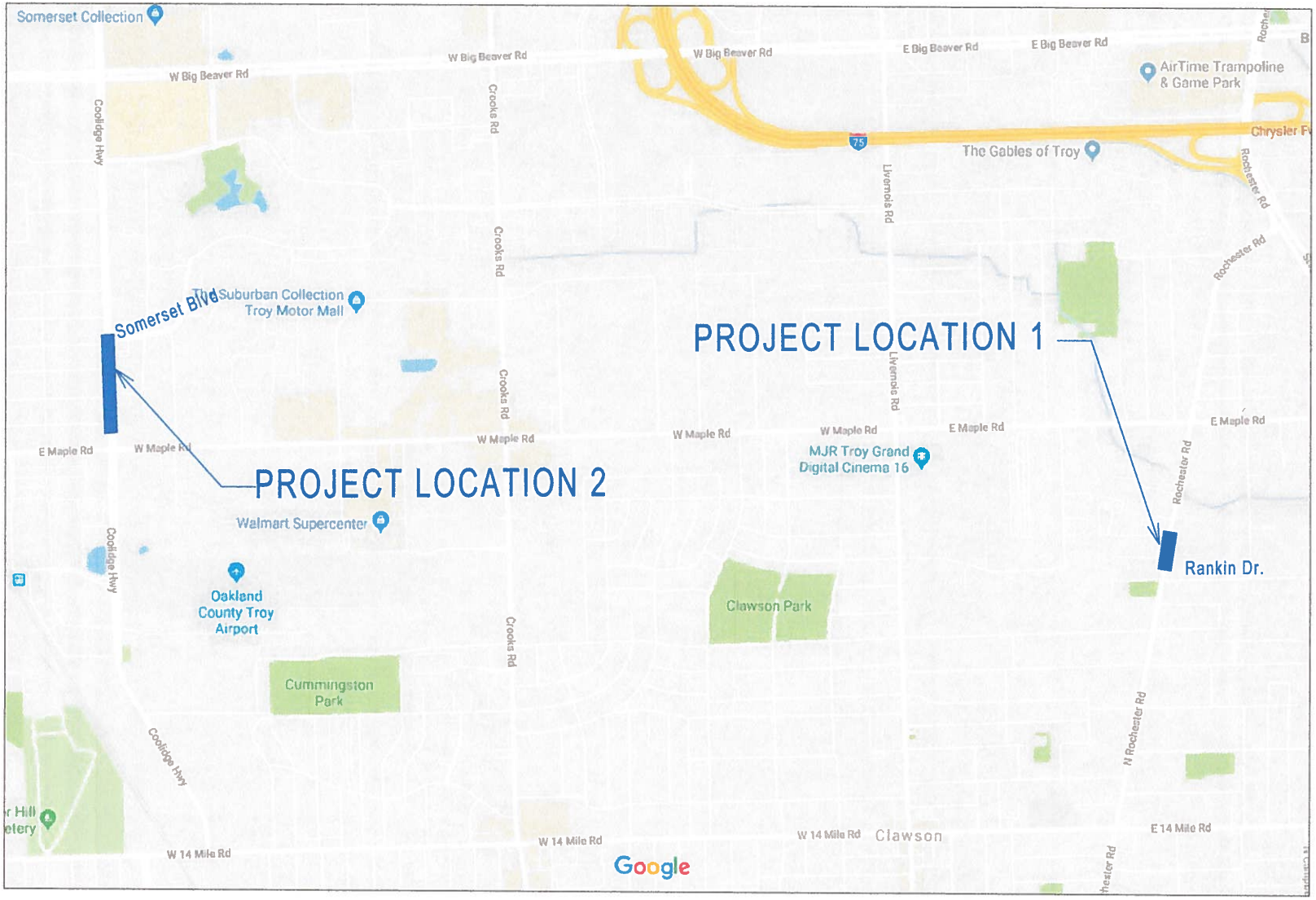
FIBER OPTIC CABLE ROUTE
PROJECT # E.######
PRE-CONSTRUCTION DRAWINGS
COMPLETING THE RING
COOLIDGE NORTH OF MAPLE AND ROCHESTER RD NORTH OF RANKIN
TROY MI

BOOK 1 OF 1

12/6/2018

Exhibit A

OVERVIEW MAP



PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

COOLIDGE AND ROCHESTER RD

TROY MI

CenturyLink Communications, LLC

REVISIONS

DATE	DESCRIPTION	INITIAL

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK COMMUNICATIONS, LLC. BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

811 Know what's below. Call before you dig.

CENTURYLINK COMMUNICATIONS, LLC. IS NOT RESPONSIBLE FOR ANY UTILITY LOCATIONS SHOWN OR NOT SHOWN ON THIS DRAWING

AS-BUILT DATE

ORIGINAL:

REVISED:

SCALE

B SIZE DWG: NO SCALE

D SIZE DWG:

MP TO MP

DWG. # PROJECT LOCATION 2 OF 11

Exhibit A

DRAFTING STANDARD SYMBOLOGY

HANDHOLE "HH"
SPLICE HANDHOLE "HH"
FOREIGN CARRIER HANDHOLE "HHH"
MANHOLE "MH"
POLE "POLE"
POLE W/ANCHOR "POLE"
POLE W/BOX "POLE"
AERIAL SLACK "SNOW-SHOE"
COVER "COVER"
FIRE HYDRANT "FH"
VALVE "VALVE"

FOREIGN CARRIER FIBER OPTIC MARKER (DOWN) "HD"
FOREIGN CARRIER FIBER OPTIC MARKER (UP) "HU"
TUBULAR MARKER DOWN "TD"
TUBULAR MARKER UP "TU"
EXISTING TUBULAR MARKER UP "ETU"
EXISTING TUBULAR MARKER DOWN "ETU"
TREE "TREE"
VENT "VENT"

BRIDGE "BRIDGE"
PROPOSED BRIDGE "BRIDGE"
CULVERT "CULVERT"
PROPOSED CULVERT "CULVERT-P"
NOTE: R/W EXCEEDS 200' THIS AREA "RW"
MISC OBJECTS "OBJECT"
PEDESTAL "PEDESTAL"
POINT OF SWITCH "PS"
STREET LIGHT "STREET-LIGHT"

RETAINING WALL "RETAINING-WALL"
NORTH ARROW "NARROW"
CAUTION LEFT CAUTION RIGHT "CAUTION"
REGEN SITE DOWN "REGEN-D"
REGEN SITE UP "REGEN-U"
MILE POST "MP"
MILE POST NOT IN FIELD "MPNIF"

SERVICE ROAD
PARALLELL CALLOUT "PARCALL"
POINT OF INTERSECTION "POI"
SEE DWG NO. XX-X SURVEY STA.X+XX RAILROAD STA. N/A
SURVEY STA.XX+XX SEE DWG NO. XX-Y RAILROAD STA. N/A
LEFT MATCH "M1"
RIGHT MATCH "M2"
STATION CALLOUT TOP "STATXT_T"
STATION CALLOUT BOTTOM "STATXT_B"
"STA_LDR"
MATCH LINE "ML"
R/R EQUATION BOTTOM "RREQL"
R/R EQUATION TOP "RREQR"
EQUATION "EQR"
EQUATION "EQL"
VAL MAP MILE POST "VMP"

"BLOCK NAMES IN QUOTES"
(LINETYPES IN PARENTHESIS)

CABLE SYMBOLS

STA ??+??
REEL # EOH EOC SLACK
CABLE SPLICE POINT SYMBOL ONE FIBER COUNT ("CHEV")

CABLE SPLICE POINT SYMBOL TWO FIBER COUNT ("DCHEV")

CCLC1
STA 23+45
NORTH WALL 137'
SOUTH WALL 218'
81' SLACK
CABLE SEQUENTIALS "OSEQ"

LC-ARP-48
ARMORED RODENT PROTECTED FIBER COUNT ("ARP")

CENTURYLINK LINE LEGEND

HDPE LINETYPE (HDPE_LINE)
TRENCHED BSP OR GSP EQUIPPED
JACK & BORE EQUIPPED W/ STEEL
CONCRETE ENCASED OR CAPPED HDPE
PVC EQUIPPED WITH HDPE
CUT & RESTORE "CUTREST"
DIRECTIONAL BORE (HDPE ONLY) (STEEL EQUIPPED)
HDPE BORE WITH NO STEEL
BOTTOM OF SLOPE "TOE"
TOP OF SLOPE "TOP"
FENCE LINETYPE (FENCE_LINE)
GUARDRAIL "GRD-TOP"
GUARDRAIL "GRD-DOWN"
MAIN TRACK "TK"
SECONDARY TRACK "TK"
RIGHT-OF-WAY LINETYPE (RIGHT_OF_WAY)
SECTION LINE "SECB"
CITY LIMITS, COUNTY CHANGE, STATE BOUNDRY "CITY", "CITYL"
EDGE OF PAVEMENT (EOP_LINE)
PROPOSED EDGE OF PAVEMENT (EOP_PROPOSED)
FOG LINE (FOG_LINE)
BACK OF CURB (BOC_LINE)
UNDERGROUND CABLE TV UTILITY (Service_CATV_UG)
UNDERGROUND FIBER OPTIC CABLE UTILITY (SERVICE_FOCA_UG)
UNDERGROUND UNKNOWN UTILITY (SERVICE_UNKN_UG)
UNDERGROUND ELECTRIC UTILITY (SERVICE_ELECTRIC_UG)
UNDERGROUND GAS UTILITY (SERVICE_GAS_UG)
UNDERGROUND SEWER UTILITY (SERVICE_SEWER_UG)
UNDERGROUND TELEPHONE UTILITY (SERVICE_TELEPHONE_UG)
UNDERGROUND WATER UTILITY (SERVICE_WATER_UG)
UNDERGROUND SIGNAL UTILITY (SERVICE_SIGNAL_UG)
UNDERGROUND STEAM UTILITY (SERVICE_STEAM_UG)
UNDERGROUND STORM SEWER UTILITY (SERVICE_STORM_SEWER_UG)
OVERHEAD ELECTRIC UTILITY (SERVICE_ELECTRIC_OH)
OVERHEAD TELEPHONE UTILITY (SERVICE_TELEPHONE_OH)
OWNED CCLC UTILITY USED FOR TIE-IN (OWNED_CCLC_UG)
OWNED LC UTILITY USED FOR TIE-IN (OWNED_LC_UG)
OWNED LVLT UTILITY USED FOR TIE-IN (OWNED_LVLT_UG)
OWNED QC UTILITY USED FOR TIE-IN (OWNED_QC_UG)
OWNED QCC UTILITY USED FOR TIE-IN (OWNED_QCC_UG)

PROJECT: # PROJECT #
SEGMENT:

CenturyLink Communications, LLC

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ORIGINAL:
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SCALE
B SIZE DWG: NO SCALE
D SIZE DWG:

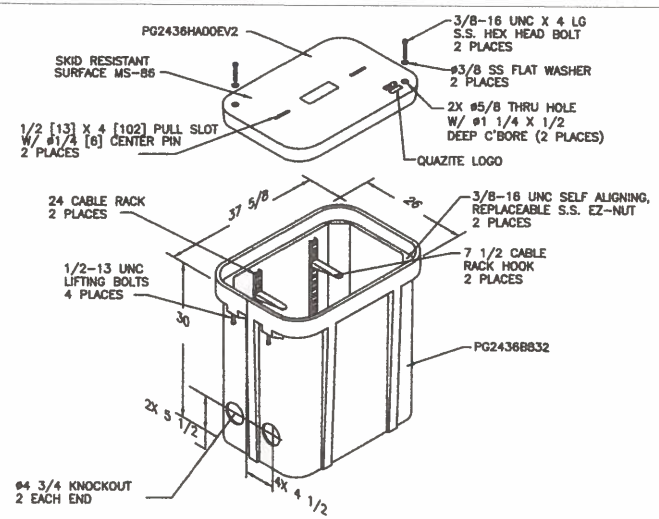
MP TO MP

DWG. #
LEGEND
3 OF 11

Exhibit A

GENERAL NOTES

1. Maintenance of Traffic: Local Traffic must be maintained at all times. The contractor will provide the necessary barricades and lights to protect traffic according to the current standards and specification of the City of Troy, Oakland County, and the Michigan Manual of Uniform Traffic Control Devices (MMUTCD)
2. Contractor must have a copy of the approved permit from the appropriate agency on the jobsite at all times.
3. All cable will be placed at standard 36" minimum depth.
4. Disturbed areas shall be limited within the right-of-way or easements. Disturbed or damaged landscaping and plantings will be replaced in kind by the contractor, other areas disturbed must be restored to original or better condition.
5. Project site will be properly secured prior to the end of each day.
6. All work is to be in accordance with all authorities having jurisdiction in the work zone.
7. Contractor is responsible to field verify all dimensions, quantities and existing conditions prior to construction.
8. Before construction begins, contractor shall take appropriate precautions to avoid any potential obstructions prior to proceeding with work.
9. Safety precautions shall be followed at all times to prevent accidents to vehicular and pedestrian traffic. Signs, barricades, shall be maintained by the contractor.
10. The location of all public utilities shown on the plans were taken from the best available records. Underground Contractors, Inc. will not be responsible for any omissions or variations from the locations shown. Before starting construction the contractor shall check with the utility companies on the location of existing utilities and/or structures whether or not indicated on the plans.
11. All trenches under or within 3' (three feet) of existing or proposed pavement shall be backfilled with MDOT class II granular material in 8" layers compacted to 95% of maximum unit weight.
12. Excavations are to be shored per MIOSHA-STD-1306 PART 9 Excavations, Trenching, & Shoring.
13. Hard surface removal necessary on this project to be saw cut full depth and replaced in kind per Oakland County specifications.
14. Sidewalk removal required of this project will be accomplished in complete flags and replaced in kind per City of Troy, Oakland County specifications.
15. All conduit will have a minimum of 18" vertical clearance from existing utilities.
16. This Project shall be constructed in compliance with Part 91 of Act 451 of 1994 as amended, the soil erosion and sedimentation control act.
17. Erosion and any sedimentation from work on this site shall be contained on the site and not allowed to collect on any off site areas or in waterways. Waterways include both natural and man-made open ditches, streams, storm drains, lakes and ponds.
18. All interior work shall be installed in accordance with the Michigan building Code and NFPA 70. Additionally conformances with EIA/TIA and ANSI/NECA/BICSI 568-2001 standards are recommended.
19. Fiber not installed in conduit must be plenum material.
20. Fiber and conduit shall be labeled with a unique identification at the termination ends and at 50ft intervals along the run.



TYPICAL DETAIL HAND HOLE

24X36X30 BOX ASSEMBLY

W/(2) 24" CR, (2) 7 1/2" CR, HOOKS

& (4) ø4 3/4 KNOCKOUT

PG2436Z978EV2

QUAZITE - 25479684

PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

COOLIDGE AND ROCHESTER RD

TROY MI

CenturyLink Communications, LLC

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D SIZE DWG:

MP TO MP

DWG. #

NOTES

4 OF 11

Exhibit A

GENERAL NOTES

GENERAL NOTES:

1. Contractor must obtain locates prior to disturbing the ground.
2. Contractor must have a copy of the approved permit from the appropriate agency on the jobsite at all times.
3. Any landscaping will be replaced to equal or better than that which existed prior to work
4. Project site will be properly secured prior to the end of each day.
5. All work is to be in accordance with all authorities having jurisdiction in the work zone.
6. Contractors are advised to contact Level 3 for any additional information or clarification concerning scope of work or the requirements necessary for project completion.
7. Contractor is responsible to field verify all dimensions, quantities and existing conditions prior to construction. If a significant change to the running line is needed, please contact your Level 3 representative before proceeding.
8. Before construction begins, contractor shall take appropriate precautions to avoid any potential obstructions prior to proceeding with work.
9. No construction on private property will commence until approval is given by the appropriate Level 3 employee.
10. Contractor shall not proceed with work until they have received a Purchase Order and have been directed to do so by an authorized Level 3 representative.
11. Contractor shall not exceed the Purchase Order value without authorization in writing from the appropriate Level 3 representative.
12. As-builts will be required for each project including cable footage sequential's at every access point, slack loop, splice location, pole and terminations point. Contractor should also provide notes of all changes in depths, running lines, MH/HH locations, and any other applicable notes to depict the work that took place. NOTE: All major changes need to be pre-approved by an authorized Level 3 employee prior to starting the work.

SITE CONDITIONS:
The actual location of existing conduit and cables may vary from the location shown. Repair of any damaged conduit containing cable shall be made by use of PVC split duct. The contractor shall enclose the existing cables in PVC.

The locations of existing utilities shown in the plan are approximate. When work is to be conducted in the vicinity of known utilities, their actual location must be field verified to avoid conflicts and damage to these utilities. Variation in locations between "recorded positions" and actual positions should be anticipated.

It shall be the contractor's responsibility to verify the location of all underground utilities. Buried utilities may exist in the area in addition to those shown on the plan. The contractor shall contact property owners when working within private easements for location of underground tanks, pipelines, drain tiles, or other buried improvements. The contractor shall also notify the utility notification center prior to commencing any construction activities.

The contractor must assume all buried utilities encountered are alive and active unless specifically instructed otherwise by the owners or operators of said utilities.

Damage to sub-surface structures is the sole responsibility of the placing contractor.

The contractor shall protect the existing traffic control loops. If existing traffic control loops are damaged during construction, the entire loopwire from terminal shall be replaced in accordance with governing agency standards and regulations at contractor's expense.

Removal of existing asphalt pavement, concrete curbs, and concrete sidewalks will be "neat line" with saw or pavement cutter, per requirements and specifications of the agency or department responsible for each location. If concrete pavement is encountered while excavation conduit trenches, the concrete removal will be "neat line" with a pavement saw.

If concrete curb returns and/or sidewalks are replaced due to conduit or manhole installation, the contractor shall place approved handicapped sidewalk and curb access ramps in conformance with State statutes.

All materials necessary for repair of streets, curbs, sidewalks, sanitary sewers, storm sewers, and public service utilities and the installation of such materials shall be in conformance with the requirements and specifications of the agency or department responsible for the operation and maintenance of the repaired facility.

All work shall conform to the specifications of the jurisdictional permit agency.

All open trenches will be clearly marked with barricades or cones. Steel plates or other types of bridging shall be provided to cover open trenches in the travel portion of the streets. These plates or bridging shall be adequate to support the normal vehicle loads anticipated in this area and shall be in place during all non-working hours.

All surface is to be restored to original condition, and backfill to be compacted as specified. Trench excavation in surface which include concrete treated base shall follow local area specifications.

HAZARDOUS MATERIAL
The contractor shall notify the jurisdictional permit agency immediately if any materials are encountered that are considered by the EPA, DEQ, or OSHA as hazardous. If potentially hazardous materials are encountered the contractor shall secure the site and prevent any accidental exposure by the public or the contractor's personal.

The contractor may excavate up to, but shall not disturb known hazardous materials such as asbestos, oils, acid, etc. The removal of all hazardous materials must be done by an approved or certified hazardous materials contractor licensed by the state.

A copy of all correspondence pertinent to the removal of the hazardous materials shall be transmitted to the owner and a copy shall be available at the project office and the job site.

AERIAL NOTES

Aerial construction to be preformed to industry acceptable standards.

X All height of cable placement will be recorded at the time of construction. Document all points of attachment
X 6.5M strand will be with standard 3/8" hardware.
X All extension arms will be epoxy arms unless otherwise noted or approved by the inspector.
X Bond strand to power MGN where applicable. Anchors to be used will be ⅜" screw in type.
X All straps will be placed 4" before and after every supporting clamp at minimum of 21" apart.
X P.O.A = Point of Attachment
X Add missing grounds
X Repair/Replace existing lashing wire if damaged

CONSTRUCTION STAKES
In areas where the conduit alignment is not clearly defined by the curb lines, fence lines, or other evidence of the right-of-way, the engineer will provide centerline stake or point marks where required to make the proposed conduit alignment evident.

Closure identified in the plans shall be located by the contractor. Deviation from plan layout shall be approved by the engineer prior to conduit and/or enclosure installation.

Manhole centers will be field staked by the engineer when requested with offset staked at right angles to the conduit alignment

If additional field staking of location of conduit, manholes, property lines, etc. becomes necessary, the contractor is to notify the inspector or the engineer two days prior to the beginning of the work.

PERMITS-FRANCHISES-EASMENTS
Physical work shall not be started until the governing agency inspector and the contractor are in possession of and have carefully reviewed and fully understand all conditions and specifications set forth in the required permit, franchises and/or easements.

Placing foreman to have a copy of the permits, easements on site at all times.

Any conflict between work print specifications and specifications set forth under related permits, franchises, and/or easements must be cleared by proper company authority before progressing with work involved.

TRAFFIC CONTROL
Any project involving work along a major arterial road and/or heavy traffic volume should be anticipated.

Uniform traffic flow shall be maintained at all times. Only equipment and materials necessary for immediately scheduled or in progress will be maintained in the work area. All other equipment and material will be "stored or stockpiled" in such a manner as to eliminate hazardous conditions for traffic or pedestrians during non-working or shut down period.

Traffic warning devices and signs shall conform to the manual on uniform traffic devices for streets and highways(US Government Printing Office) and to the state highway division standards specifications for highway construction. High level warning type devices are to be used at times and special warning devices may be stipulated by the jurisdictional permit agency at any time he use will add to the safety and protection of traffic or pedestrian in the construction area.

All conduit trenching in paved areas shall be backfilled with crushed gravel or completely covered at the completion of each working day. Any backfilled trench shall be capped with a minimum layer of asphalt or concrete cold patch at the end of each working day.

The contractor shall mark the conduit trench and define their construction area clearly with barricades, cones, and/or other visible methods that alert the public of the construction activity.

A traffic control plan shall be prepared by the contractor as required and submitted to each permitting agency requesting such plan for review and approval or revision prior to commencing any construction activity for this project. The approved plan shall be submitted to the agency and a copy of the plan shall be kept at the construction site and must be available for review by agency representatives.

SPECIAL UTILITY CLEARANCE
All work conducted adjacent water mains shall conform to the following conditions.

A. Whenever possible conduit shall maintain a horizontal separation of 3', measured surface (outside edge to outside edge) from parallel water mains.
B. Whenever possible conduit shall pass under existing water mains and must maintain 12" vertical separation.
C. The contractor shall be responsible for establishing and maintaining this required vertical separation by either exposing the water main every 100 feet in these areas where horizontal separation is less than 3 feet or by utilizing the depths of adjacent water valves. If the contractor utilizes the adjacent water line to determine water main depth, they shall contact the agency at each such location and the agency will determine the necessary depth of the top of the conduit at that point.
D. The vertical and horizontal separation shall be maintained at all times unless specifically revised by agreement between the jurisdictional permit agency and the agency. Any specific deviation in the vertical and horizontal separation from those described shall be reported to the owner by he contractor. The contractor shall be responsible for maintaining vertical and horizontal separation of all lines and shall be responsible for any and all encroachments.
E. Clearances to storm sewer and sanitation sewers shall be exactly the same as those to water mains.

STRUCTURE PROTECTION
Manholes and conduit to be placed adjacent to existing structures such as bridges, bridge footing/piers, foundations, walls, power and telephone poles, ad other utilities shall maintain a minimum clearance as shown. The contractor shall not undermine any adjacent structure without specific written permission form the owner/operation of such structure.

Shoring used as foundation support shall be designed specifically for both the live and dead loads off the structure or if only the dead is used for design. The contractor shall provide a detailed layout and plan of the method of establishing and maintaining the design load condition (i.e. road detours, tiebacks , etc.).

See utility clearance section notes for the clearance criteria to parallel or cross utilities.

Existing utilities exposed during excavation shall be 100% supported by either trench bridging and suspension or by the use of longitudinal trays or platforms vertically supported by adjustable building jacks.

Existing splice cases and cable supported by suspension from a cross beam. Supports shall be placed at a maximum spacing of 4 feet and shall consist of a canvas sling with nylon belting or rope. All cable support shall be placed in a manner that prevents kinks or other damage to the cable sheath.

An acceptable alternative to cable slings would be the utilization of a wide flange "I" beam or channel as a "cable tray" with cables/cases banded in place.

SHORING
The contractor shall provide shoring for conduit trench excavation 48" or more in depth as measured from the high side of the trench and for all manhole excavation.

Manhole shoring shall be tight-sheeted.

All shoring shall conform to the standards and specifications of local party and the occupational safety health administration.

The contractor shall provide all shoring and design calculations to the permit issuing agency prior to commencing any construction activity.

PROJECT: # PROJECT #
SEGMENT: SEG/SPAN
COOLIDGE AND ROCHESTER RD
TROY MI

CenturyLink
Communications, LLC

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D SIZE DWG:

MP TO MP

DWG. # GENERAL NOTES
5 OF 11

Exhibit A

OUTSIDE PLANT ENGINEERING:

CENTURYLINK COMMUNICATION CORP, LLC.
OSP PROJECT MANAGER
19675 W 10 MILE RD
SOUTHFIELD MI 48075
SCOTT ANTONE
OFFICE: (248) 436-9852
CELL: 517-206-8644
E-MAIL: "SCOTT.ANTONE@CENTURYLINK.COM"

OUTSIDE PLANT CONSTRUCTION:

CENTURYLINK COMMUNICATION CORP, LLC.
SR ENGINEER "AREA OF RESPONSIBILITY"
"ADDRESS"
"CITY, STATE ZIP"
"ENGINEER NAME"
OFFICE: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL: "ENGINEER@CENTURYLINK.COM"

ENGINEERING CONTRACTOR:

UNDERGROUND CONTRACTORS INC.
30561 ANDERSEN CT.
WIXOM, MI 48393
MICHAEL BASTIEN
OFFICE: (248) 669-2510 EXT. 260
FAX: 248-669-1483
CELL: 248-421-1666
E-MAIL: MBASTIEN@UNDERGROUNDCONTRACTORS.COM

CONSTRUCTION CONTRACTOR:

"COMPANY NAME"
"ADDRESS"
"CITY, STATE ZIP"
"PROJECT ENGINEER NAME"
OFFICE: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL: "ENGINEER@COMPANY.COM"

STATE GOVERNMENT:

MDOT
"CONTACT"
"ADDRESS"
LANSING MI
"ENGINEER NAME"
OFFICE: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL:

COUNTY GOVERNMENT

ROAD COMMISSION FOR OAKLAND COUNTY
"CONTACT"
2420 PONTIAC LAKE RD.
WATERFORD, MI 48328
"ENGINEER NAME"
OFFICE: 248-858-4836
E-MAIL: RCOCWEB.ORG

CITY GOVERNMENT:

ENGINEERING
ANTONIO CICCHETTI
500 W. BIG BEAVER
TROY MI 48084
ANTONIO CICCHETTI
OFFICE: (248) 524-3385
FAX: (248) 524-1838
E-MAIL: A.Cicchetti@troymi.gov

CITY GOVERNMENT:

ENGINEERING
AUSTIN FLETCHER, P.E.
151 MARTIN ST.
BIRMINGHAM, MI 48009
OFFICE: (248) 530-1839
E-MAIL: afletcher@bhamgov.org

RAILROAD:

"RAILROAD"
"CONTACT"
"ADDRESS"
"CITY, STATE ZIP"
OFFICE: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL: "E-MAIL ADDRESS"

UTILITIES:

CENTURYLINK ONE-CALL
OFFICE: 1-800-289-4237

OTHER ONE-CALL
OFFICE: (XXX)-XXX-XXXX

OTHER:

"COMPANY NAME"
"ADDRESS"
"CITY, STATE ZIP"
"PROJECT ENGINEER NAME"
OFFICE: (XXX) XXX-XXXX
FAX: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL: "CONTACT@OTHER.COM"

PROJECT: # PROJECT #
SEGMENT: SEG/SPAN
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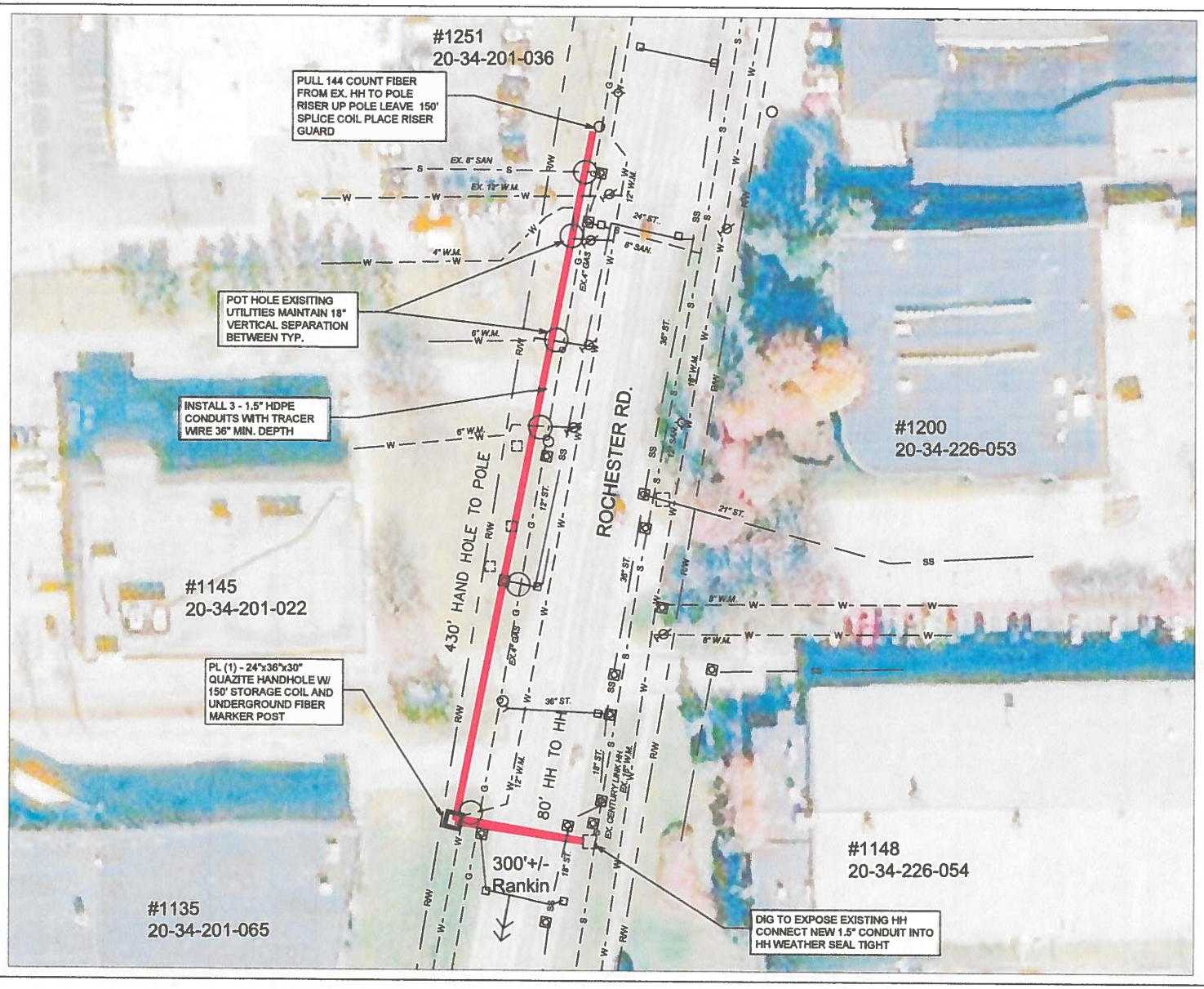
D SIZE DWG:

MP TO MP

DWG. #
CONTACTS
6 OF 11

Exhibit A



PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

ROCHESTER RD. NORTH OF RANKIN

TROY, MI

CenturyLink Communications, LLC

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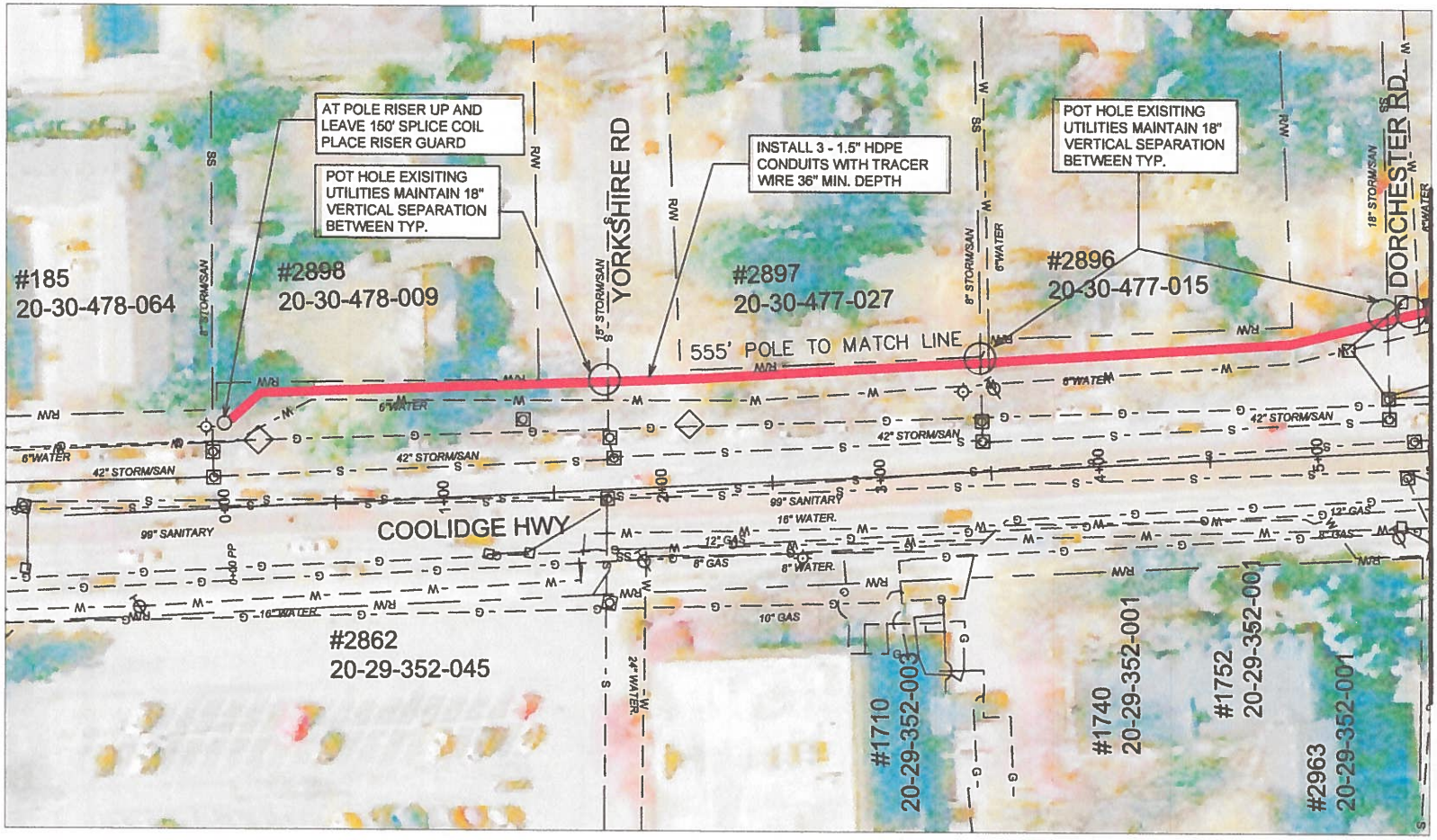
D SIZE DWG:

MP TO MP

DWG. # Rochester Rd.

7 OF 11

Exhibit A



COOLIDGE HWY

PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

Coolidge – North of Maple

TROY, MI

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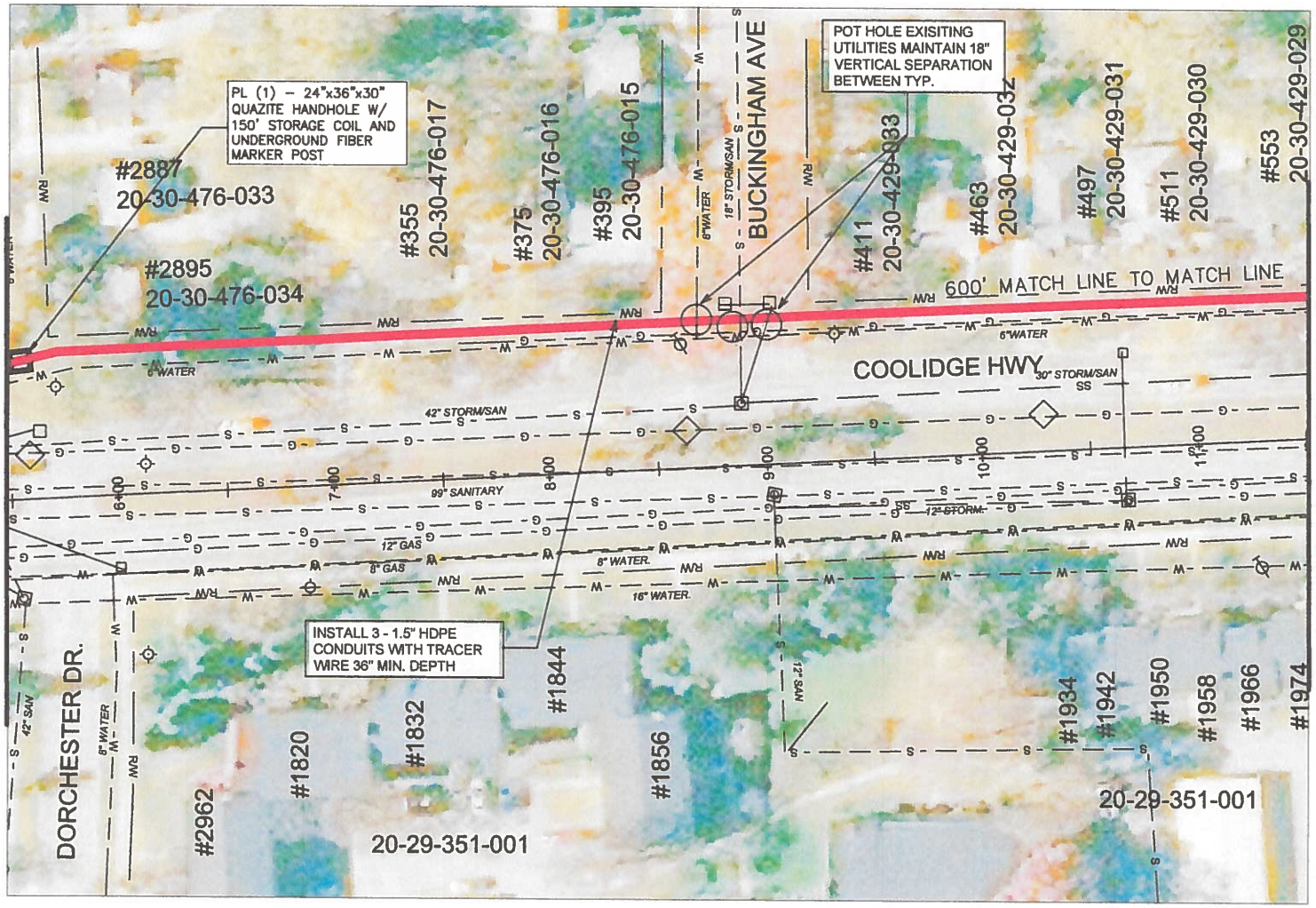
D SIZE DWG:

MP TO MP

DWG. # Coolidge Rd. 8 OF 11

Exhibit A



PROJECT: # PROJECT #

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Coolidge – North of Maple

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Coolidge Rd.

9 OF 11

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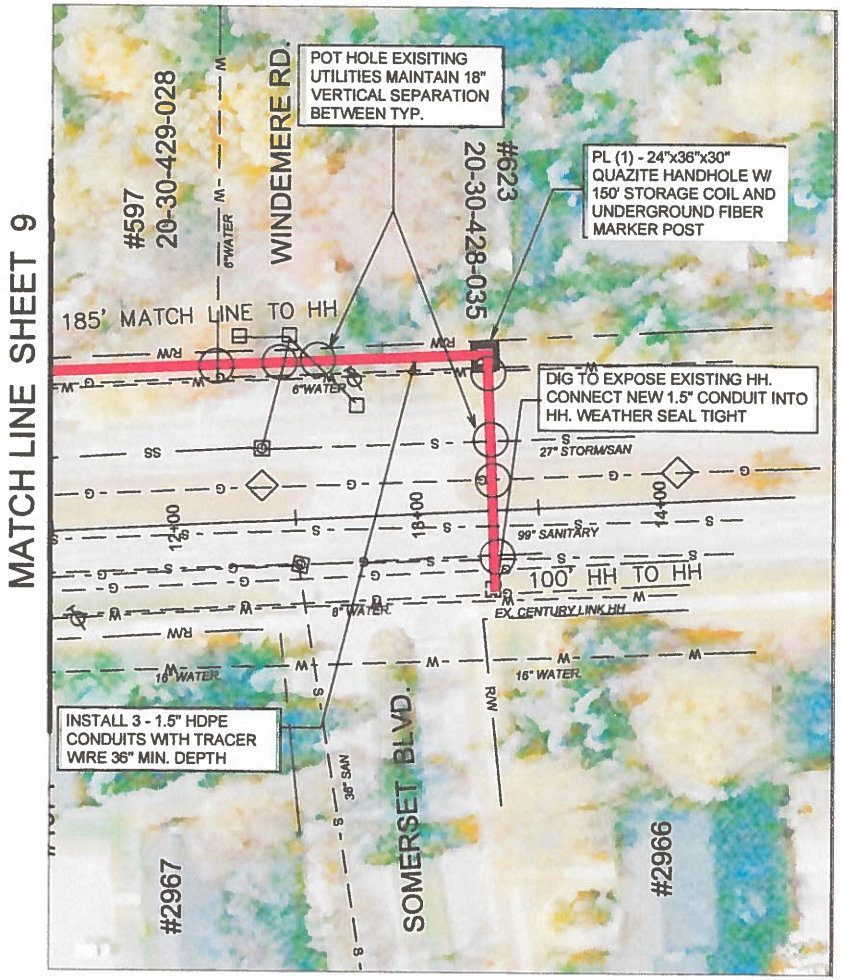

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Coolidge – North of Maple

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MP TO MP

DWG. # Coolidge Rd, at Somerset

10 of 11

Exhibit A

COST UNIT SUMMARY

Total Underground Cost Unit			
Unit Code and Description	Units	Estimated Quantity	Actual Quantity
UGB-30710 – Directional Bore greater than 1500': 3 HDPE conduits up to 2" (1 reel)	FT	1950	
UGB-30830 – Place Locate Wire in Existing Conduit	FT	1950	
UGB-30960 – Place up to 288 count FOC in conduit, up to 1500'	FT	2850	
UGB-31250 – Place New – 24"x36"x36" – Non-concrete Manhole / Handhole	EACH	2	
UGB-31580 – Expose existing Handhole / Manhole up to 36 " of depth	EACH	2	
UGB-31610 – Core Bore MH/HH: 4" Outside Diameter	EACH	2	
UGB-31640 – Excavate Small Pit: 6'x4'x5'	EACH	4	
UGB-32000 – Place Locate Test Station	EACH	2	
UGB-32010 – Place Vertical Ground Rod	EACH	2	
SPL-50020 – OSP cable prep – add cables to splice enclosure up to 288 FOC.	EACH	2	
SPL-50140 – Splice OSP loose tube 97 to 288 per location	EACH	288	
SPL-50110 – OSP setup/teardown per location	EACH	4	
SPL-50360 – Fiber Test per fiber, greater than 72 fibers unidirectional OTDR with trace	EACH	288	
SPL-50410 – adder after hours 6pm to 6am includes weekends	EACH	2	
MAT-90080 – Conduit: 1 1/2" HDPE SDR-11	FT	5850	
MAT-90950 – Tier 15 – 24"x36"x36" – w/ knock-outs and racking – Including Cover	EACH	2	
MAT-92080 – Test Stns – Mrkr Post w/ rem top & 3 term stns/posts for loc wire	EACH	2	
MAT-92130 – Vertical Ground Rod 8' feet 5/8? ground rod	EACH	2	
MAT-91980 – Locate wire #12 AWG – solid copper with insulated jacket	FT	1950	

Total Inside Plant (ISP) Rate Card			
Unit Code & Description	Units	Estimated Quantity	Actual Quantity

PROJECT: # PROJECT #

SEGMENT: SEG/SPAN

COOLIDGE AND ROCHESTER RD

TROY MI

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REVISIONS

DATE	DESCRIPTION	INITIAL

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811 Know what's below. Call before you dig.

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AS-BUILT DATE

ORIGINAL:

REVISED:

SCALE

B SIZE DWG:

D SIZE DWG:

MP TO MP

DWG. #

COST SUMMARY

11 OF 11

Exhibit B

Bond

City of Birmingham
A Walkable Community

MEMORANDUM

DATE: **July 8 , 2019**

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

FROM: **Mark H. Clemence, Chief of Police**

SUBJECT: **Purchase of WatchGuard In-Car Video System Replacement**

INTRODUCTION:
The in-car video system currently used by the police department was purchased in 2011 from WatchGuard Video. This equipment is in need of replacement due to age and condition. Our current system included a five-year warranty period that was extended by the vendor to include a sixth year, but system replacement is recommended at this time as no additional warranty renewals or extensions are available. Mobile video systems generally have a life span of 5-6 years.

WatchGuard Video has been in business since 2002 and has over 100,000 units in service throughout the country. Several local departments use WatchGuard Video including Oakland County Sheriff Department, Clawson, Farmington, Farmington Hills, Ferndale, Keego Harbor, Lake Orion, Lathrup Village, Novi, Orchard Lake, Rochester, Royal Oak, Southfield, Sylvan Lake, and Wolverine Lake. Michigan State Police is in the process of installing approximately 200 WatchGuard systems. Benefits of the WatchGuard system include 4RE (Four Resolution Encoding) high definition video, simple installation and ease of operation.

The total price for the replacement of the in-car video system is $97,854.00. The proposed WatchGuard Video purchase includes a 144 TB server, (10) 200GB automotive grade in-car hard drives and control panels, (10) front facing dash cameras, (10) rear facing cabin cameras, (1) booking room camera system, (11) back up thumb drives, (3) wireless data upload access points and REDACTIVE software. REDACTIVE is a WatchGuard editing tool used for redacting sensitive or legally protected video distributed to the public as is common for compliance with Freedom of Information Act requests. The purchase price also includes a one year warranty for all hardware and software. Maintenance for software for years 2-5 is also included in the purchase price. System setup, configuration, testing, training, shipping, handling and processing charges are included in the purchase price.

The same audio transmitters used for the existing WatchGuard Video system will be used with the new equipment, resulting in a savings of approximately $9,300.00. The payment of licensing fees is also not required for this purchase as the current system licenses will transfer to the new equipment. WatchGuard Video is the manufacturer and sole source vendor for this equipment, therefore it is requested that competitive bidding requirements be waived for this purchase. Pricing for this purchase was obtained via the Oakland County Cooperative Purchasing program, contract number 004898 which is valid until September 30, 2019.

BACKGROUND:
The police department purchased its first in-car video system in 1994. This purchase will be our second WatchGuard Video system and our fourth system overall in the past 25 years. Our previous in-car video systems have ranged in lifespan from 4-9 years. Should the department consider the purchase of body cameras in the future, this proposed system will accommodate WatchGuard VISTA body cams. The WatchGuard server included with this purchase will be large enough to accommodate storage of body cam video should that equipment be approved for future use.

LEGAL REVIEW:
The City Attorney has reviewed and approved the attached agreement.

FISCAL IMPACT:
This project was identified within the 2019-20 fiscal year Drug and Law Enforcement Fund budget. The total cost for the WatchGuard 4RE and REDACTIVE system is $97,854.00. Sufficient funds are available in capital outlay account number # 265-302-002-971.0100 to provide for this purchase.

SUMMARY:
The police department recommends approving the purchase of the WatchGuard Video system to replace our existing in-car and booking room video equipment also manufactured by WatchGuard Video.

ATTACHMENTS:
1. WatchGuard Price Quote
2. WatchGuard Agreement

SUGGESTED RESOLUTION:
To approve the purchase of (11) 4RE DVR camera systems from WatchGuard Video via Oakland County Cooperative Purchasing contract # 004898; further charging this expenditure in the amount of $97,854.00 to the Drug and Law Enforcement Fund capital outlay account # 265-302-002-971.0100, further to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

4RE/VISTA Price Quote

CUSTOMER: Birmingham Police Department

ISSUED: 6/12/2019 11:41 AM

EXPIRATION: 7/31/2019 5:00 AM

Attn: Accounts Payable,
151 Martin St.,PO Box 3001,
Birmingham,MI,,
48012

TOTAL PROJECT ESTIMATED AT: $97,854.00

ATTENTION: Ellen Deview

SALES CONTACT: David Stum

PHONE: 248-644-1000

DIRECT: (469) 640-5201

E-MAIL: edeview@bhamgov.org

E-MAIL: DStum@WatchGuardVideo.com

Dave Lowry - Regional Sales Manager
317-697-7295
dave@enforcementproducts.com

4RE and VISTA Proposal

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	10.00	$4,795.00	$329.00	$44,660.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	10.00	$200.00	$200.00	$0.00

4RE Interview System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes two cameras, one dome and one covert camera. Also includes a microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software.	1.00	$5,195.00	$771.00	$4,424.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	10.00	$200.00	$20.00	$1,800.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	3.00	$250.00	$0.00	$750.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-5TH	4RE Hardware and Software Maintenance Bundle Years 2-5	11.00	$1,375.00	$0.00	$15,125.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD - SHARE - Basic for 4RE	55.00	$0.00	$0.00	$0.00

4RE/VISTA Price Quote

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-E01	Software, REDACTIVE(sm) Enterprise, Single Seat License Key	1.00	$3,995.00	$0.00	$3,995.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE(sm), 3-Year Bundle (Months 1-36)	1.00	$2,250.00	$0.00	$2,250.00

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-SRV-201	Server, 4RE, 16 HDD, RAID 6, 3U, 16-35 Concurrent Cars, 5CAL, Gen 3	1.00	$8,850.00	$0.00	$8,850.00
HDW-4RE-JBD-012	Storage, JBOD, Nobistor 4RE, 12-bay, 2U, Includes SAS Cable Gen 3	1.00	$2,575.00	$0.00	$2,575.00
HDW-4RE-HDD-6TB	Hard Drive, Server, 6TB, 6GB/s 7,200 RPM, 128MB, Enterprise, 4RE	24.00	$425.00	$0.00	$10,200.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	$2,500.00	$0.00	$2,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$725.00	$0.00	$725.00
					$97,854.00

Total Estimated Tax, may vary from State to State $0.00

Configuration Discounts	**$7,911.00**
Additional Quote Discount	**$0.00**
Total Amount	**$97,854.00**

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

City of Birmingham
A Walkable Community

MEMORANDUM

(Engineering Dept.)

DATE: **July 19, 2019**

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

FROM: **Paul T. O'Meara, City Engineer**

SUBJECT: **Wimbleton Ave. Paving Project**
Woodward Ave. to Adams Rd.

INTRODUCTION:

At the meeting of July 8, 2019, the City Commission conducted a public hearing of necessity for the 2019 Cape Seal Program. The entire length of Wimbleton Ave., as noted above, was included in the list of streets recommended for cape seal. Several residents representing Wimbleton Ave. appeared at the hearing indicating that they were interested in having their street permanently improved with new pavement. As a result, they requested that the City Commission not approve cape sealing for Wimbleton Ave. at this time.

Given that the residents that appeared before the City Commission only represented a small percentage of the total number of residents to be impacted by this decision, the City Commission did not remove Wimbleton Ave. from the list, but rather did declare necessity for cape sealing along with other streets, for the 2019 program. However, the Commission acknowledged the level of interest being displayed for a paving project. Those present were advised that if they were able to submit a petition on the City's standard form no later than today (July 19), validating that a majority of the owners on Wimbleton Ave. are requesting that a special assessment district be created to allow for the installation of a new pavement, then the Commission would consider removing them from the list during the hearing of confirmation, scheduled for the regular meeting of July 22.

BACKGROUND:

After the hearing of necessity, six owners on Wimbleton Ave. met and formed the "Wimbleton Rd. Project Improvement Petition Team." During the last ten days, the Engineering Dept. prepared a petition form for the team, and also answered questions from various residents, indicating that a lot of discussion was happening on the street.

As a part of the discussion, it was noted between staff and a representative of the team that there are three adjacent short segments of public street that should be improved as well, should a paving project on Wimbleton Ave. be authorized. Those are as follows:

- Twin Oaks Lane – North End to Wimbleton Ave.
- Abbey Rd. – Wimbleton Ave. to South End
- Poppleton Ave. – Wimbleton Ave. to one half block south (to connect to existing concrete pavement north of Mohegan Rd.)

The team was able to collect signatures indicating that there is support to pave both the Abbey Rd. and Poppleton Ave. segments. Those street segments are included in the numbers noted below. Twin Oaks Lane is a unique public street. Only a 25 ft. wide right-of-way was provided for this street, and it currently has the appearance of a private driveway, rather than a public street. With that in mind, there was confusion on the part of the team, and they did not attempt to collect signatures from the two Twin Oaks Lane owners. We have advised them that should the Wimbleton Ave. paving discussion proceed, the City would expect that they be contacted, and invited to be included in this discussion, as the City would likely want to improve that street as a part of this project as well. For the purposes of this memo, the two properties on Twin Oaks Lane are not included in the numbers provided below.

With the petitions submitted today, one signature was rejected due to it not matcing the owner of record. It has been crossed out on the attachment accordingly. The following data clarifies the current level of support:

Owners in favor (by owner)……39 out of 83 (47.0%)
Owners in favor (by front footage)……2,959.57 ft. out of 5,712.04 ft. (51.8%)

Interestingly, if just the owners of the single family homes are counted, the petitions represent 55% of the street.

LEGAL REVIEW:

Standard petitioning effort and validation has been used to conduct this process. No legal review is required at this time.

FISCAL IMPACT:

Should the City Commission determine that Wimbleton Ave. should be removed from the Cape Seal list for 2019, the value of the work to be completed by the Cape Seal contract will be reduced by approximately 15%.

SUMMARY

The intent of this report is to document the level of interest in paving Wimbleton Ave. as of this date. We have been informed that it is the intent of the interested parties to continue to collect signatures over the coming weekend, and then appear before the Commission during the public hearing of confirmation scheduled for July 22.

Given that a majority of owners have not signed the petitions at this time, no recommendation is being provided.

ATTACHMENTS:

- Signed petitions.
- Map indicating level of support geographically.

SUGGESTED RESOLUTION:

None at this time.

Wimbleton Petition Signatures
Abbey
Henley
Warwick
Putney
Shepardbush
Adams
Twin Oaks
Wimbleton
Mohegan
Kennesaw
Rivenoak
Oxford
Oakdale
Poppleton
Rosedale
Worth
Woodward
Woodward
Park
N
187
205
269
341
463
519
647
669
777
887
1064
[1/16]
176
129
111
202
282
380
444
460
498
520
554
612
636
652
680
700
812
824
868
886
900
930
1004
1050
1070
[5/7]
1064
1060
1076

Petition Circulator: BRYAN UHL

Page: 1

Telephone No. (248) 303-1881

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: Wimbleton Dr. – Woodward Ave. to Adams Rd.

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 and water service line replacement as a part of the construction contract. All private sewers that are over 50 years old are replaced, as well as water services that are less than 1 inch diameter will be 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.

Date	Name (Please Print)	Address	Signature
7.16.19	Margaret Desmond	380 Wimbleton	Margaret Desmond
7.19.19	Anne Morrison Bradley	519 Wimbleton	Anne M B
7.16.19	Anna Coulter	498 Wimbleton	Anna Coulter
7.16.19	BRYAN UHL	463 WIMBLETON	[illegible]
7.17.19	DONA O'LEARY	444 WIMBLETON	[illegible]
7.17.19	Patty Cleary	440 Wimbleton	[illegible]

NO contact - 144, 175, 202, La Marco, 165

NO - 155, 139, Abbey

Petition Circulator: Anthony Ansara

Telephone No. 248-941-3651

Page: X X X X X X

REQUEST FOR PUBLIC IMPROVEMENT
(Special Assessments Only)

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Birmingham, Michigan

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Date	Name (Please Print)	Address	Signature
7/13	Anthony Ansara	176 wimbleton	
7/13	Elisa Rooves	205 Wimbleton	E Rooves
7/16	Kathleen McTurney	129 Abbey St.	Kathleen McTurney
	KATHLEEN M TURNEY	"	"

- 111 Abbey Fred + Erin
- 147 Abbey

Petition Circulator: DOMINICK PULIS - 824 WIMBLETON Page: 1

Telephone No. (586) 381-5831

REQUEST FOR PUBLIC IMPROVEMENT
(Special Assessments Only)
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Birmingham, Michigan

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Date	Name (Please Print)	Address	Signature
7/15	BethAnn Fisher	777 WIMBLETON	
7/15	Nick Popovic	812 WIMBLETON	
		928 Poppleton	
7/15/2019	DOMINICK PULIS	824 WIMBLETON	
7/17/2019	Janie Cosgrove	868 WIMBLETON	
7/15/2019	Amy L. Clark	886 WIMBLETON	
		887 WIMBLETON	(SEE EMAIL)
7/16/19	Josephine Connolly	900 WIMBLETON	
		923 WIMBLETON	
7/15/19	Ashley Popovic	812 WIMBLETON	

Location: _____ Page: _____

Petition Circulator: MICHAEL PEREZ

Page: 1

Telephone No. (248) 931 4355

REQUEST FOR PUBLIC IMPROVEMENT
(Special Assessments Only)

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Date	Name (Please Print)	Address	Signature
7/13	MICHAEL PEREZ	930 WIMBLEDON	
7/16	DAVE FORTNEY	1064 WIMBLETON	
7/16	Philip Brook	1050 Wimbleton	
7/16	Susan Wellman	1060 Wimbleton	
7/16	HERMAN DALDIN	1078 WIMBLETON	
7/17	Mary Pauc	1004 Wimbleton	Mary Pauc

Petition Circulator: DANIEL SEIDMAN

Page: _____

Telephone No. 248 202 4971

REQUEST FOR PUBLIC IMPROVEMENT
(Special Assessments Only)

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Birmingham, Michigan

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Date	Name (Please Print)	Address	Signature
7/12/19	John Slanga	887 Wimbleton	[illegible]
7/15/19	Christine Fields	2332 Wimbleton	[illegible]
7/16/19	STEPHEN NESBITT	289 Wimbleton	[illegible]

Petition Circulator: DOMINICK PULIS

Page: _____

Telephone No. (586) 381-5831

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Date	Name (Please Print)	Address	Signature
7/18/19	KNIGHTSBRIDGE DEV'T	187 WIMBLETON	[signature]

Location: _____

Page: _____

Petition Circulator: Brian Duffy Page: 1

Telephone No. 734-837-0265

REQUEST FOR PUBLIC IMPROVEMENT
(Special Assessments Only)

To: City Commission
Birmingham, Michigan

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Date	Name (Please Print)	Address	Signature
7/12/19	Andrew Baran	612 Wimbleton	Andrew Baran
7/12/19	DANIEL SEIDMAN	652 WIMBLETON	
7/12/19	TIM E. HERTZLER	680 WIMBLETON	Tim E Hertzler
7/12/19	BARBARA E. HERTZLER	680 WIMBLETON	Barbara E Hertzler
7/13/19	Kim Kezarian	554 Wimbleton	Kim Kezarian
7/13/19	Don Hutchinson	669 Wimbleton	Donald Hutchinson
7/13/19	Metta Reuber	636 Wimbleton	Metta Reuber
15 JUL 19	GREENING	647 WIMBLETON	
7-17-19	Brian Duffy	700 Wimbleton	Brian Duffy

6

Petition Circulator: Brian Duffy

Telephone No. 734-837-4265

Page: 1

REQUEST FOR PUBLIC IMPROVEMENT
(Special Assessments Only)

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Birmingham, Michigan

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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 and water service line replacement as a part of the construction contract. All private sewers that are over 50 years old are replaced, as well as water services that are less than 1 inch diameter will be 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.

Date	Name (Please Print)	Address	Signature
7/17/19	Addison H. Brown	520 Wimbleton	[illegible] /POA

Location: _____ Page: _____

Date	Name (Please Print)	Address	Signature
7/18	Fred Phillips	111 Abbey	[illegible]
7/18	Brian Bolyard	202 Wimbleton	[illegible]

7

Petition Circulator: DANIEL SEIDMAN Page: ____

Telephone No. 248 202 4971 (652 WIMBLETON)

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: Wimbleton Dr. – Woodward Ave. to Adams Rd.

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Date	Name (Please Print)	Address	Signature
7/17/19	Nancy COLLINS	341 Wimbleton	Nancy Collins

Jayne Collins ciaojayne@gmail.com

Petition Circulator: _____ Page: _____

Telephone No. _____

REQUEST FOR PUBLIC IMPROVEMENT
(Special Assessments Only)

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Birmingham, Michigan

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Date	Name (Please Print)	Address	Signature
7/18/19	SANDRA COLDEN	1064 Wimbleton Dr.	[illegible]

Petition Circulator: Susan Wellman

Page: ____

Telephone No. 248-660-6447

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:

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Date	Name (Please Print)	Address	Signature
7/18	Jolene Seavone	1076 Wimbleton	Jolene Seavone
7-18	~~Tiffany Zerssen~~	~~941 N. Adams~~	~~Tiffany Zerssen~~
7-18	Karen Zerssen	1064 Abbey	Karen Zerssen

Penso Trust Co.

City of Birmingham
A Walkable Community

MEMORANDUM

Finance Department

DATE: **July 17, 2019**

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

FROM: **Teresa Klobucar, Deputy Treasurer**
Mark Gerber, Finance Director/Treasurer

SUBJECT: **Resolution for Confirming S.A.D. # 892 – 2019 Cape Seal**

For purposes of public street maintenance improvements that would specially benefit the following properties,

Norfolk	Saxon to Southfield	Pleasant Court	Full Extent
Northlawn	Cranbrook to Latham	Lakeside	Oak to Quarton
Worth	Maple to Ridgedale	Croft	14 Mile to Taunton
	Madison to Kennesaw	Sheffield	Woodward to S Eton
Wimbleton	Woodward to Adams		

It is requested that the City Commission adopt the following resolution confirming S.A.D. No. 892 at the regular City Commission meeting of July 22, 2019. Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code. The hearing declaring the necessity of the Special Assessment District was held at the City Commission meeting of July 8, 2019.

SUGGESTED RESOLUTION:
To confirm Special Assessment Roll No. 892, to defray the cost of public street maintenance of all properties fronting and/or siding on the improvement within the 2019 Cape Seal as listed in the table above:

WHEREAS, Special Assessment Roll, designated Roll No. 892, has been heretofore prepared by the Deputy Treasurer for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made at a date closer to the time of construction and

Commission Resolution #07-178-19 provided it would meet this 22th day of July, 2019 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this July 22, 2019, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll as determined in Section 94-9 of the Code of the City of Birmingham,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 892 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED,
that special assessments shall be payable in one (1) payment as provided in Section 94-10 of the Code of the City of Birmingham at six and one half percent (6.5%) annual interest.

SPECIAL ASSESSMENT ROLL SAD 892 2019 CAPE SEAL		
08-19-25-151-069	1114 LAKESIDE RD	$248.12
08-19-25-151-070	1100 LAKESIDE RD	$330.82
08-19-25-177-024	187 WIMBLETON DR	$362.78
08-19-25-177-025	175 WIMBLETON DR	$607.66
08-19-25-177-026	165 WIMBLETON DR	$545.98
08-19-25-177-027	155 WIMBLETON DR	$583.44
08-19-25-177-028	139 WIMBLETON DR	$976.51
08-19-25-180-003	176 WIMBLETON DR	$529.75
08-19-25-180-004	144 WIMBLETON DR	$607.66
08-19-25-251-023	147 ABBEY RD	$373.45
08-19-25-254-008	205 WIMBLETON DR	$589.52
08-19-25-254-011	287 WIMBLETON DR	$589.52
08-19-25-254-012	323 WIMBLETON DR	$589.52
08-19-25-254-013	341 WIMBLETON DR	$589.52
08-19-25-254-014	355 WIMBLETON DR	$589.52
08-19-25-254-015	379 WIMBLETON DR	$544.17
08-19-25-254-016	421 WIMBLETON DR	$544.17
08-19-25-254-017	463 WIMBLETON DR	$810.90
08-19-25-254-019	VACANT LOT WIMBLETON DR	$589.52
08-19-25-254-020	269 WIMBLETON DR	$589.52
08-19-25-255-006	519 WIMBLETON DR	$453.48
08-19-25-255-007	541 WIMBLETON DR	$665.07
08-19-25-256-001	129 ABBEY RD	$373.45
08-19-25-257-001	202 WIMBLETON DR	$511.61
08-19-25-257-002	244 WIMBLETON DR	$680.21
08-19-25-257-003	266 WIMBLETON DR	$571.38
08-19-25-257-004	282 WIMBLETON DR	$544.17
08-19-25-257-005	322 WIMBLETON DR	$544.17
08-19-25-257-008	380 WIMBLETON DR	$544.17
08-19-25-257-012	498 WIMBLETON DR	$557.05
08-19-25-257-018	460 WIMBLETON DR	$544.17
08-19-25-257-019	420 WIMBLETON DR	$544.17
08-19-25-257-020	444 WIMBLETON DR	$544.17
08-19-25-257-023	340 WIMBLETON DR	$1,088.34
08-19-25-258-001	520 WIMBLETON DR	$589.52
08-19-25-258-002	554 WIMBLETON DR	$1,179.04
08-19-25-258-003	612 WIMBLETON DR	$589.52
08-19-25-258-004	636 WIMBLETON DR	$544.17
08-19-25-258-005	652 WIMBLETON DR	$544.17
08-19-25-258-006	680 WIMBLETON DR	$544.17
08-19-25-258-007	700 WIMBLETON DR	$544.17
08-19-25-258-008	871 POPPLETON AVE	$226.74
08-19-25-279-017	1001 N ADAMS RD	$62.78
08-19-25-279-018	1013 N ADAMS RD	$62.79
08-19-25-279-019	1025 N ADAMS RD	$62.79

08-19-25-279-020	1037 N ADAMS RD	$62.79
08-19-25-279-021	1049 N ADAMS RD	$62.79
08-19-25-279-022	1051 N ADAMS RD	$62.79
08-19-25-279-023	1063 N ADAMS RD	$62.79
08-19-25-279-024	1075 N ADAMS RD	$62.79
08-19-25-279-025	1087 N ADAMS RD	$62.79
08-19-25-279-026	1099 N ADAMS RD	$62.79
08-19-25-280-008	625 WIMBLETON DR	$833.21
08-19-25-280-009	647 WIMBLETON DR	$589.52
08-19-25-280-010	669 WIMBLETON DR	$589.52
08-19-25-280-018	715 WIMBLETON DR	$1,741.07
08-19-25-280-024	777 WIMBLETON DR	$362.78
08-19-25-281-005	928 POPPLETON AVE	$466.81
08-19-25-281-010	887 WIMBLETON DR	$1,088.34
08-19-25-281-016	1055 WIMBLETON DR	$62.78
08-19-25-281-017	1065 WIMBLETON DR	$62.78
08-19-25-281-018	1075 WIMBLETON DR	$62.79
08-19-25-281-019	1085 WIMBLETON DR	$62.79
08-19-25-281-020	901 N ADAMS RD	$62.79
08-19-25-281-021	911 N ADAMS RD	$62.79
08-19-25-281-022	921 N ADAMS RD	$62.79
08-19-25-281-023	931 N ADAMS RD	$62.79
08-19-25-281-024	941 N ADAMS RD	$62.79
08-19-25-281-025	951 N ADAMS RD	$62.79
08-19-25-281-026	961 N ADAMS RD	$62.79
08-19-25-281-027	971 N ADAMS RD	$62.79
08-19-25-281-028	1084 ABBEY RD	$62.79
08-19-25-281-029	1074 ABBEY RD	$62.79
08-19-25-281-030	1064 ABBEY RD	$62.79
08-19-25-281-031	1054 ABBEY RD	$62.79
08-19-25-281-033	923 WIMBLETON DR	$997.65
08-19-25-281-040	983 WIMBLETON DR	$634.87
08-19-25-281-041	1005 WIMBLETON DR	$544.17
08-19-25-282-001	812 WIMBLETON DR	$574.01
08-19-25-282-002	824 WIMBLETON DR	$544.17
08-19-25-282-003	840 WIMBLETON DR	$725.56
08-19-25-282-004	868 WIMBLETON DR	$725.56
08-19-25-282-008	900 WIMBLETON DR	$725.56
08-19-25-282-012	1004 WIMBLETON DR	$578.18
08-19-25-282-013	1038 WIMBLETON DR	$510.16
08-19-25-282-015	886 WIMBLETON DR	$906.95
08-19-25-282-017	1078 WIMBLETON DR	$161.96
08-19-25-282-018	1076 WIMBLETON DR	$161.96
08-19-25-282-019	1072 WIMBLETON DR	$161.96
08-19-25-282-020	1070 WIMBLETON DR	$161.96
08-19-25-282-021	1064 WIMBLETON DR	$161.95
08-19-25-282-022	1060 WIMBLETON DR	$161.95

08-19-25-282-023	1050 WIMBLETON DR	$161.95
08-19-25-282-024	930 WIMBLETON DR	$725.56
08-19-25-282-025	980 WIMBLETON DR	$544.17
08-19-25-428-007	984 KENNESAW AVE	$357.00
08-19-25-428-015	983 RIVENOAK AVE	$357.00
08-19-25-429-001	1018 KENNESAW AVE	$357.00
08-19-25-429-004	1019 RIVENOAK AVE	$357.00
08-19-25-432-003	984 RIVENOAK AVE	$331.50
08-19-25-432-008	987 MADISON AVE	$344.25
08-19-25-433-001	1020 RIVENOAK AVE	$331.50
08-19-25-433-004	1011 MADISON AVE	$344.25
08-19-25-484-009	225 N WORTH ST	$1,263.40
08-19-25-484-017	211 N WORTH ST	$1,123.02
08-19-25-485-001	1008 RIDGEDALE AVE	$371.59
08-19-25-485-006	1019 KNOX AVE	$330.30
08-19-25-486-007	191 N WORTH ST	$542.79
08-19-25-486-008	171 N WORTH ST	$467.93
08-19-25-486-009	159 N WORTH ST	$467.93
08-19-25-486-017	111 N MAIN ST	$440.40
08-19-25-487-001	1016 KNOX AVE	$271.04
08-19-25-487-003	156 N WORTH ST	$561.51
08-19-25-487-007	1025 E MAPLE RD	$1,497.36
08-19-26-226-008	1563 LAKESIDE RD	$1,324.27
08-19-26-226-025	1551 LAKESIDE RD	$1,033.81
08-19-26-226-026	1449 LAKESIDE RD	$1,447.34
08-19-26-226-027	1415 LAKESIDE RD	$899.83
08-19-26-227-001	1578 LAKESIDE RD	$1,240.58
08-19-26-227-002	1556 LAKESIDE RD	$909.76
08-19-26-227-003	1500 LAKESIDE RD	$827.05
08-19-26-227-004	1458 LAKESIDE RD	$744.35
08-19-26-227-005	1414 LAKESIDE RD	$703.65
08-19-26-230-016	1313 LAKESIDE RD	$851.86
08-19-26-230-017	1295 LAKESIDE RD	$566.53
08-19-26-230-018	1271 LAKESIDE RD	$591.34
08-19-26-230-019	1265 LAKESIDE RD	$578.94
08-19-26-230-020	1241 LAKESIDE RD	$578.94
08-19-26-230-021	1205 LAKESIDE RD	$868.40
08-19-26-230-022	1169 LAKESIDE RD	$868.40
08-19-26-230-023	1135 LAKESIDE RD	$578.94
08-19-26-230-024	1127 LAKESIDE RD	$598.21
08-19-26-278-004	1097 LAKESIDE RD	$578.94
08-19-26-278-005	1061 LAKESIDE RD	$805.71
08-19-26-278-008	1020 MIDLAND AVE	$243.25
08-19-26-279-001	1386 LAKESIDE RD	$630.21
08-19-26-279-005	1278 LAKESIDE RD	$723.67
08-19-26-279-006	1212 LAKESIDE RD	$578.94
08-19-26-279-007	1196 LAKESIDE RD	$578.94

08-19-26-279-008	1174 LAKESIDE RD	$578.94
08-19-26-279-009	1152 LAKESIDE RD	$578.94
08-19-26-279-010	1130 LAKESIDE RD	$578.94
08-19-26-279-012	1088 LAKESIDE RD	$868.40
08-19-26-279-013	1044 LAKESIDE RD	$868.40
08-19-26-279-015	960 LAKESIDE RD	$868.40
08-19-26-279-018	1350 LAKESIDE RD	$1,058.62
08-19-26-279-020	1030 LAKESIDE RD	$661.64
08-19-26-279-022	938 LAKESIDE RD	$589.93
08-19-26-279-023	924 LAKESIDE RD	$672.64
08-19-26-279-024	1290 LAKESIDE RD	$1,356.28
08-19-26-279-025	908 LAKESIDE RD	$868.40
08-19-35-202-058	1505 PLEASANT CT	$1,314.31
08-19-35-202-060	1533 PLEASANT CT	$473.15
08-19-35-202-063	1569 PLEASANT CT	$1,261.74
08-19-35-202-065	935 PLEASANT AVE	$484.44
08-19-35-202-066	957 PLEASANT AVE	$484.44
08-19-35-305-007	2490 NORTHLAWN BLVD	$1,068.62
08-19-35-305-008	2450 NORTHLAWN BLVD	$984.30
08-19-35-305-009	2428 NORTHLAWN BLVD	$984.30
08-19-35-306-006	2394 NORTHLAWN BLVD	$656.20
08-19-35-306-007	2380 NORTHLAWN BLVD	$656.20
08-19-35-306-008	2366 NORTHLAWN BLVD	$656.20
08-19-35-306-009	2348 NORTHLAWN BLVD	$779.24
08-19-35-306-011	2336 NORTHLAWN BLVD	$533.16
08-19-35-306-012	2324 NORTHLAWN BLVD	$656.20
08-19-35-307-007	2298 NORTHLAWN BLVD	$656.20
08-19-35-307-008	2288 NORTHLAWN BLVD	$656.20
08-19-35-307-009	2274 NORTHLAWN BLVD	$656.20
08-19-35-307-010	2266 NORTHLAWN BLVD	$656.20
08-19-35-307-011	2244 NORTHLAWN BLVD	$656.20
08-19-35-307-012	2216 NORTHLAWN BLVD	$746.10
08-19-35-327-009	2160 NORTHLAWN BLVD	$655.46
08-19-35-327-012	1992 NORTHLAWN BLVD	$598.78
08-19-35-327-013	1990 NORTHLAWN BLVD	$586.07
08-19-35-327-014	1988 NORTHLAWN BLVD	$598.78
08-19-35-327-019	1970 NORTHLAWN BLVD	$517.99
08-19-35-327-021	1914 NORTHLAWN BLVD	$778.01
08-19-35-327-029	1700 NORTHLAWN BLVD	$826.24
08-19-35-327-035	1768 NORTHLAWN BLVD	$520.86
08-19-35-327-036	1748 NORTHLAWN BLVD	$574.18
08-19-35-327-040	1670 NORTHLAWN BLVD	$656.20
08-19-35-327-041	1640 NORTHLAWN BLVD	$656.20
08-19-35-327-042	1620 NORTHLAWN BLVD	$768.57
08-19-35-327-044	1986 NORTHLAWN BLVD	$611.09
08-19-35-327-047	2190 NORTHLAWN BLVD	$984.30
08-19-35-327-052	1876 NORTHLAWN BLVD	$1,288.61

08-19-35-327-053	1850 NORTHLAWN BLVD	$701.97
08-19-35-327-054	1688 NORTHLAWN BLVD	$820.25
08-19-35-327-057	1942 NORTHLAWN BLVD	$518.56
08-19-35-327-059	1800 NORTHLAWN BLVD	$867.00
08-19-35-327-061	2150 NORTHLAWN BLVD	$825.34
08-19-35-327-063	1782 NORTHLAWN BLVD	$520.86
08-19-35-327-064	2020 NORTHLAWN BLVD	$491.00
08-19-35-327-065	2010 NORTHLAWN BLVD	$491.33
08-19-35-402-013	1596 NORTHLAWN BLVD	$738.23
08-19-35-402-014	1570 NORTHLAWN BLVD	$656.20
08-19-35-402-015	1548 NORTHLAWN BLVD	$656.20
08-19-35-402-016	1530 NORTHLAWN BLVD	$656.20
08-19-35-402-017	1516 NORTHLAWN BLVD	$656.20
08-19-35-402-018	1492 NORTHLAWN BLVD	$656.20
08-19-35-402-025	1478 NORTHLAWN BLVD	$802.04
08-19-35-404-006	1393 FAIRWAY DR	$313.63
08-19-35-404-007	1410 NORTHLAWN BLVD	$1,199.78
08-19-35-426-016	1300 NORTHLAWN BLVD	$601.49
08-19-35-426-017	1330 NORTHLAWN BLVD	$574.18
08-19-35-426-018	1360 NORTHLAWN BLVD	$628.89
08-19-35-426-019	1390 NORTHLAWN BLVD	$679.08
08-19-35-429-002	1355 NORTHLAWN BLVD	$1,025.31
08-19-35-429-003	1323 NORTHLAWN BLVD	$812.05
08-19-35-429-004	1301 NORTHLAWN BLVD	$623.39
08-19-35-429-006	1790 NORFOLK DR	$783.47
08-19-35-429-007	1760 NORFOLK DR	$376.13
08-19-35-429-008	1732 NORFOLK DR	$877.65
08-19-35-429-009	1714 NORFOLK DR	$451.35
08-19-35-429-010	1688 NORFOLK DR	$526.58
08-19-35-429-011	1684 NORFOLK DR	$526.58
08-19-35-429-012	1680 NORFOLK DR	$1,060.82
08-19-35-429-015	1266 NORFOLK DR	$441.50
08-19-35-429-019	1450 NORFOLK DR	$950.47
08-19-35-429-020	1240 NORFOLK DR	$611.73
08-19-35-429-021	1580 LATHAM RD	$154.88
08-19-35-429-022	1231 NORTHLAWN BLVD	$410.13
08-19-35-429-023	1225 NORTHLAWN BLVD	$609.36
08-19-35-429-024	1395 NORTHLAWN BLVD	$619.29
08-19-35-429-025	1385 NORTHLAWN BLVD	$410.13
08-19-35-430-010	1400 SOUTHFIELD RD	$318.18
08-19-35-430-011	1180 NORFOLK DR	$850.78
08-19-35-430-012	1156 NORFOLK DR	$739.06
08-19-35-430-013	1086 NORFOLK DR	$748.11
08-19-35-430-014	1050 NORFOLK DR	$768.86
08-19-35-430-015	998 NORFOLK DR	$669.53
08-19-35-430-016	956 NORFOLK DR	$711.43
08-19-35-476-003	1235 NORFOLK DR	$827.48

08-19-35-476-004	1467 NORFOLK DR	$433.67
08-19-35-476-005	1675 NORFOLK DR	$431.49
08-19-35-476-006	1689 NORFOLK DR	$429.69
08-19-35-476-007	1717 NORFOLK DR	$429.76
08-19-35-476-008	1735 NORFOLK DR	$429.76
08-19-35-476-009	1751 NORFOLK DR	$429.76
08-19-35-476-019	1628 LATHAM RD	$243.38
08-19-35-476-023	1767 NORFOLK DR	$418.93
08-19-35-476-024	1783 NORFOLK DR	$498.74
08-19-35-477-001	1615 LATHAM RD	$216.94
08-19-35-477-002	1157 NORFOLK DR	$561.84
08-19-35-477-003	1085 NORFOLK DR	$561.84
08-19-35-477-004	1051 NORFOLK DR	$523.20
08-19-35-477-005	1025 NORFOLK DR	$737.59
08-19-35-477-006	999 NORFOLK DR	$843.80
08-19-35-477-015	1608 SOUTHFIELD RD	$318.18
08-19-35-480-001	1829 NORFOLK DR	$1,044.57
08-19-35-480-002	1845 NORFOLK DR	$506.79
08-19-35-480-003	1863 NORFOLK DR	$782.64
08-19-35-480-010	1288 SAXON DR	$276.56
08-19-35-480-014	1893 NORFOLK DR	$376.13
08-19-35-480-015	1897 NORFOLK DR	$381.69
08-20-31-331-016	1999 SHEFFIELD RD	$437.33
08-20-31-331-028	1995 SHEFFIELD RD	$502.22
08-20-31-356-002	33200 WOODWARD AVE	$962.12
08-20-31-356-012	1563 SHEFFIELD RD	$378.99
08-20-31-356-013	1571 SHEFFIELD RD	$413.97
08-20-31-356-014	1589 SHEFFIELD RD	$603.95
08-20-31-376-017	1979 SHEFFIELD RD	$479.92
08-20-31-376-018	1967 SHEFFIELD RD	$437.33
08-20-31-376-019	1955 SHEFFIELD RD	$551.03
08-20-31-376-020	1935 SHEFFIELD RD	$437.33
08-20-31-376-021	1903 SHEFFIELD RD	$486.66
08-20-31-378-006	1615 CROFT RD	$605.75
08-20-31-378-007	1629 CROFT RD	$459.41
08-20-31-378-008	1635 CROFT RD	$459.41
08-20-31-378-009	1651 CROFT RD	$510.04
08-20-31-378-010	1885 SHEFFIELD RD	$588.90
08-20-31-378-011	1857 SHEFFIELD RD	$568.52
08-20-31-378-012	1839 SHEFFIELD RD	$431.29
08-20-31-378-013	1817 SHEFFIELD RD	$309.65
08-20-31-378-013	1817 SHEFFIELD RD	$437.33
08-20-31-379-001	1616 CROFT RD	$745.68
08-20-31-379-002	1638 CROFT RD	$574.26
08-20-31-379-011	1787 SHEFFIELD RD	$362.43
08-20-31-379-011	1787 SHEFFIELD RD	$422.72
08-20-31-379-012	1777 SHEFFIELD RD	$393.59

08-20-31-379-013	1767 SHEFFIELD RD	$393.59
08-20-31-379-014	1757 SHEFFIELD RD	$553.92
08-20-31-379-015	1737 SHEFFIELD RD	$451.93
08-20-31-379-016	1627 SHEFFIELD RD	$451.93
08-20-31-379-019	1601 SHEFFIELD RD	$510.01
08-20-31-379-020	1617 SHEFFIELD RD	$801.79
08-20-31-380-001	1788 SHEFFIELD RD	$380.03
08-20-31-380-001	1788 SHEFFIELD RD	$524.79
08-20-31-380-002	1760 SHEFFIELD RD	$378.99
08-20-31-380-003	1752 SHEFFIELD RD	$510.18
08-20-31-380-004	1736 SHEFFIELD RD	$510.18
08-20-31-380-005	1710 SHEFFIELD RD	$529.34
08-20-31-380-007	1736 CROFT RD	$937.96
08-20-31-380-010	1785 BRADFORD RD	$380.03
08-20-31-381-001	1834 SHEFFIELD RD	$337.80
08-20-31-381-001	1834 SHEFFIELD RD	$437.33
08-20-31-381-002	1856 SHEFFIELD RD	$539.40
08-20-31-381-003	1872 SHEFFIELD RD	$393.59
08-20-31-381-004	1888 SHEFFIELD RD	$551.38
08-20-31-381-005	1715 CROFT RD	$542.39
08-20-31-381-006	1739 CROFT RD	$494.53
08-20-31-381-007	1765 CROFT RD	$494.53
08-20-31-381-008	1787 CROFT RD	$510.42
08-20-31-381-014	1823 BRADFORD RD	$332.17
08-20-31-382-001	1908 SHEFFIELD RD	$437.33
08-20-31-382-002	1926 SHEFFIELD RD	$408.20
08-20-31-382-003	1944 SHEFFIELD RD	$422.72
08-20-31-382-004	1962 SHEFFIELD RD	$437.33
08-20-31-382-005	1978 SHEFFIELD RD	$510.18
08-20-31-382-006	1986 SHEFFIELD RD	$481.06
08-20-31-382-007	1994 SHEFFIELD RD	$471.87
08-20-31-383-002	1544 SHEFFIELD RD	$454.82
08-20-31-383-003	1562 SHEFFIELD RD	$419.83
08-20-31-383-004	1586 SHEFFIELD RD	$830.92
08-20-31-383-005	1594 SHEFFIELD RD	$454.47
08-20-31-383-011	1794 BRADFORD RD	$126.68
08-20-31-383-012	1934 CROFT RD	$430.70
08-20-31-383-065	1966 CROFT RD	$430.70
08-20-31-383-066	1775 E 14 MILE RD	$1,148.52
08-20-31-383-067	33100 WOODWARD AVE	$962.12
08-20-31-384-003	1803 E 14 MILE RD	$717.83
		$181,441.21

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:

Norfolk	Saxon to Southfield	**Pleasant Ct**	Full Extent
Northlawn	Cranbrook to Latham	**Lakeside**	Oak to Quarton
Worth	Maple to Ridgedale	**Croft**	14 Mile to Taunton
	Madison to Kennesaw	**Sheffield**	Woodward to S. Eton
Wimbleton	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:

Norfolk	Saxon to Latham	$8.85		**Pleasant Ct**	*full extent*	$12.37
	Latham to Southfield	$11.57		**Lakeside**	Oak to Quarton	$9.73
Northlawn	Cranbrook to Latham	$9.65		**Croft**	14 to Taunton	$11.26
Worth	Maple to Ridgedale	$11.00		**Sheffield**	Woodward to S. Eton	$10.29
	Madison to Kennesaw	$10.19				
Wimbleton	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.

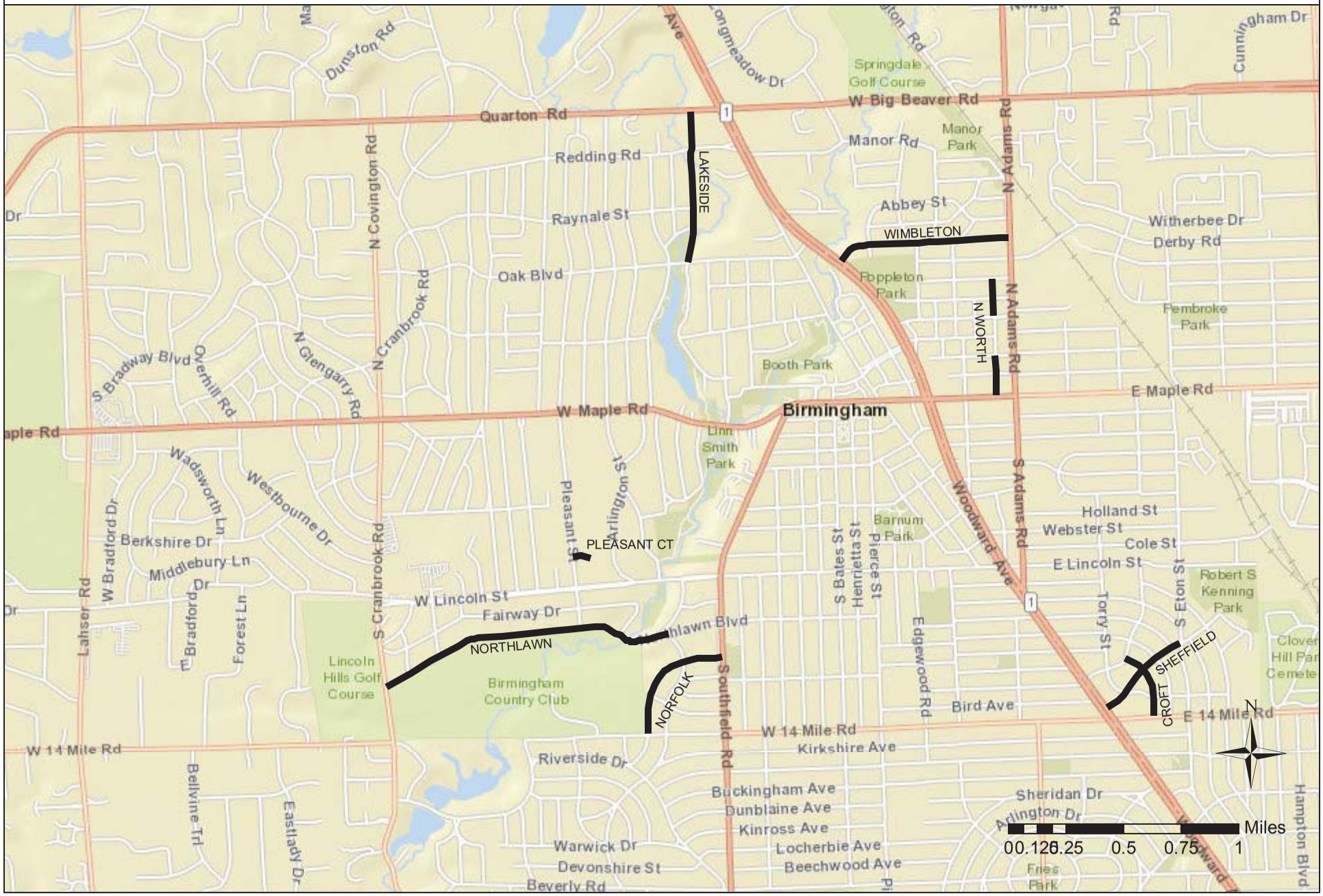
SUMMARY:
Based on existing conditions on the aforementioned streets, the Department of Public Services recommends a determination of necessity and the creation of a special assessment district for the purpose of cape seal application. The proposed project is expected to begin in mid to late August and 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.

2019 Cape Seal



Petition Circulator: Christina McKenna Walton

Page: 1a/7

Telephone No. 248-514-7085

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.

Date	Name (Please Print)	Address	Signature
5/30/19	KARL M. LYNGAAS	684 LAKEVIEW	[illegible]
5/31/19	Joe Ned	655 Lakeview	[illegible]
5/31/19	Erica Morris	888 Vinewood Ave	E Morris
6/5/19	Mary H Callaghan	666 Lakeview	M H Callaghan

Designation No. 248-514-1005

16/7

REQUEST FOR PUBLIC IMPROVEMENT

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Date	Name (Please Print)	Address	Signature
12/19	Robert D. Lavoie	555 Lakeview	[illegible]
5/17/19	Steven H. Muskovitz	549 Lakeview	[illegible]

Petition Circulator: Christina McKenna Walton

Page: 2/7

Telephone No. 248.514.7085

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Date	Name (Please Print)	Address	Signature
5/31/19	Julie Hollinshead	590 Lakeview	Julie Hollinshead
5/31/19	Judy Block	560 LAKEVIEW	Judy Block
5/31/19	CHRISTOPHER WALTON	608 LAKEVIEW	[illegible]
5/31/19	Jacky [illegible]	633 LAKEVIEW	[illegible]

Petition Circulator: Christina McKenna Walton

Page: 3/7

Telephone No. 248.514.7085

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Date	Name (Please Print)	Address	Signature
3 JUN 19	MARY GRESENS	790 LAKEVIEW AVE.	[illegible]

Petition Circulator: Christina McKenna Walton

Page: 4/7

Telephone No. 248.514.7085

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Date	Name (Please Print)	Address	Signature
6/6	Frank Hamilton	587 Lakeview	Frank Hamilton
6/7	Alan Zakaria	647 Lakeview	
6/7	Orlando Juarez	591 Lakeview	
6/7	Michael Pratt	831 Lakeview	

Petition Circulator: Christina McKenna Walton Page: 5/7

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Date	Name (Please Print)	Address	Signature
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 A. Schwartz

Petition Circulator: Christina McKenna Warton

Page: 6/7

Telephone No. 248.514.7085

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Date	Name (Please Print)	Address	Signature
6/20	Ellen McLemore	563 Lakeview	[illegible]
6/20	Ken & Everett	667 Lakeview	[illegible]

STATE OF MICHIGAN)
) SS.:
COUNTY OF OAKLAND)

I, being duly sworn, say that I reside at No. 608 Lakeview 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.

(Signed): [illegible]

Address:
608 Lakeview 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 21st day of June, 2019

Cheryl Arft

My Commission Expires: 9-3-2024

CHERYL ARFT
Notary Public - State of Michigan
County of Macomb
My Commission Expires Sep 3, 2024
Acting in the County of Oakland

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

Table of Contents

I. INTRODUCTION 2

II. EXISTING CONDITIONS 2

ROADWAY HISTORY 2
PUBLIC UTILITIES 2

III. PROPOSED IMPROVEMENTS 3

ROAD IMPROVEMENTS 3
PUBLIC UTILITY IMPROVEMENTS 3
SEWER LATERAL REPLACEMENT (THE LINE FROM YOUR HOME TO THE CITY SEWER) 4
WATER SERVICE REPLACEMENT (THE LINE FROM YOUR HOME TO THE CITY WATER) 4

IV. PROJECT APPROVAL PROCESS 5

PUBLIC HEARING TO AUTHORIZE PROJECT 5
PUBLIC HEARING TO CONFIRM ASSESSMENTS 5

V. CONSTRUCTION 6

ANTICIPATED CONSTRUCTION SEQUENCE 6
INSPECTION 7
SPECIAL TREATMENTS (IMPROVEMENTS BETWEEN THE SIDEWALK AND THE STREET) 7

VI. COSTS & FINANCING 7

ASSESSABLE COSTS 7
FINANCING INFORMATION 8

VII. POST-CONSTRUCTION 9

BENEFITS 9

VIII. DISCLAIMER 9

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, <u>will not affect (increase) the cost of the special assessment</u>.

<u>SEWER LATERAL REPLACEMENT (THE LINE FROM YOUR HOME TO THE CITY SEWER)</u>

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 <u>second special assessment district</u> requiring removal and replacement of the sewer lateral in the right-of-way at homeowner expense as part of this project.**

<u>WATER SERVICE REPLACEMENT (THE LINE FROM YOUR HOME TO THE CITY WATER)</u>

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 <u>third special assessment district</u> 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
Water Service Replacement:	30 LF @ $ 60.00 / LF =	$ 1,800.00
	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 BALANCE	INTEREST CHARGE	YEARLY 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.

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **July 9, 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 Project Award**

INTRODUCTION:
The Department of Public Services maintains the city's unimproved roads through periodic cape seal treatment, performed by third-party contractors. In preparation for the 2019 cape seal maintenance program, the department solicited per-unit pricing for the various materials and procedures related to cape seal maintenance.

BACKGROUND:
On April 15, 2019, the Department of Public Services, using the Michigan Inter-governmental Trade Network, solicited sealed proposals from qualified parties to perform cape seal treatment on approximately 40,000 square yards of roadway as part of its cape seal maintenance program. The solicitation sought per-unit prices for single- and double-chip treatment, slurry seal, surface pulverization, street preparation, and manhole adjustments. Two firms responded, and the sealed bids were publicly opened on May 7, 2019. The results are as follows:

Company	**Double Chip Seal** (yd^2 - in place)	**Single Chip Seal** (yd^2 - in place)	**Slurry Seal** (yd^2 - in place)	**Pulverization** (yd^2 - in place)	**Street Prep** (per ton)	**Manhole Adjustment** (each)
Pavement Maint. Systems, Inc.	$3.98	$2.61	$2.71	$3.00	$500.00	$500.00
Highway Maint. and Construction, Inc.	**$3.40**	**$2.00**	**$2.62**	**$2.15**	**$400.00**	**$1000.00**

The Department of Public Services recommends awarding the cape seal contract to Highway Maintenance and Construction, Inc. of Romulus, MI, the lowest qualified bidder for each solicited bid item. This recommendation is contingent upon the results of the public confirmation of the related special assessment roll. Highway Maintenance and Construction has been performing the City's cape seal work for over fifteen years, and has demonstrated satisfactory performance.

LEGAL REVIEW:
This recommendation requires the execution of an agreement between the City and Highway Maintenance, Inc., which has been reviewed and approved by the city's legal counsel.

FISCAL IMPACT:

A total of $350,000 was budgeted for the 19-20 fiscal year for this project; costs will be partially offset by funds generated from the related special assessment district.

SUMMARY

The Department of Public Services recommends awarding the 2019 cape seal contract to Highway Maintenance and Construction, Inc. of Romulus, MI, based on the per-unit bid prices provided in the firm's May 6, 2019 proposal.

ATTACHMENTS:

- 2019 Cape Seal Project - Agreement

SUGGESTED RESOLUTION:

To approve the bid from Highway Maintenance and Construction, Inc. for services related to the 2019 Cape Seal Program – contingent upon the results of the related public hearing of necessity and confirmation of the special assessment roll – in amounts not to exceed the per-unit pricing as submitted; Double chip seal $3.40/sq. yd., Single chip seal $2.00/sq. yd., Slurry seal $2.62/sq. yd., Pulverizing $2.15/sq. yd., Street preparation $400.00/ton and Manhole adjustment $1000.00 each. Further, to authorize the Mayor and Clerk to sign the agreement on behalf of the City upon receipt of proper insurances.

ATTACHMENT A - AGREEMENT
For "2019 Cape Seal Project"

This AGREEMENT, made this_____day of_____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Highway Maintenance and Construction, Inc., having its principal office at 12101 Wahrman Romulus, MI 48174 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Department of Public Services, is desirous of having a cape seal project performed throughout the City on specific residential streets.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform a cape seal project for the City of Birmingham, the total of which shall consist of approximately 37,000 square yards of residential streets throughout the City of Birmingham, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform a cape seal project for the City of Birmingham, the total of which shall consist of approximately 37,000 square yards of residential streets.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:
It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform a cape seal project for the City of Birmingham, the total of which shall consist of approximately 37,000 square yards of residential streets and the Contractor's cost proposal dated May 6, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

1. The City shall pay the Contractor for the performance of this Agreement in accordance with per-unit bid prices, as set forth in the Contractor's May 6, 2019 cost proposal as follows: single chip seal $2.00/yd sq; double chip seal $3.40/yd sq; slurry seal $2.62/yd sq; pulverization $2.15/yd sq; street prep $400/ton and manhole adjustments $1000.00 each.

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

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

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

5. 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.

6. 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.

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

8. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department of Public Services
Attn: Aaron Filipski
851 S. Eton
Birmingham, MI 48009
248.530.1701

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

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

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

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

WITNESSES:

_____

_____

CONTRACTOR

By: _____

Its:

CITY OF BIRMINGHAM

By: _____
Patricia Bordman
Its: Mayor

By: _____
J. Cherilynn Mynsberge
Its: City Clerk

Approved:

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2019

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

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

PRODUCER
VTC Insurance Group
Farmington Hills Office
37000 Grand River Ste 150
Farmington Hills MI 48335

CONTACT NAME: Anita Palarchio
PHONE (A/C, No, Ext): (248) 888-5485 FAX (A/C, No): (248) 471-0641
E-MAIL ADDRESS: apalarchio@vtcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Michigan Millers Mutual Ins Co	14508
INSURER B: Hanover Insurance	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Highway Maintenance and Construction Co
P O Box 74411
Romulus MI 48174-0411

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY X PRO-JECT LOC OTHER:	X		C0515590	4/1/2019	4/1/2020	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	*300,000
							MED EXP (Any one person)	$	*10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X 19	X		C0515590	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			L0105631	4/1/2019	4/1/2020	EACH OCCURRENCE	$	3,000,000
							AGGREGATE	$	3,000,000
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W0513271	4/1/2019	4/1/2020	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Leased/Rented Equipment			IHBD500292	4/1/2019	4/1/2020	$200,000		

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

Project: 2017 Cape Seal Project

Where required by written contract, The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insured for General Liability as respects ongoing and completed operations on a primary and non-contributory basis and additional insured with respects to Automobile liability.

CERTIFICATE HOLDER

City of Birmingham
Department of Public Services
Attn: Aaron Filipski
851 S. Eton
Birmingham, MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

T Griffin, CIC, CRM/A

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COMMENTS/REMARKS

Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; City of Birmingham, Finance Director, P O Box 3001, 151 Martin Street, Birmingham, MI 48012-3001, on the General Liability, Automobile and Workers Compensation policies; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

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City of Birmingham
A Walkable Community

MEMORANDUM

Planning Division

DATE: **July 9, 2019**

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

FROM: **Jana Ecker, Planning Director**

SUBJECT: **Public Hearing for SLUP & Final Site Plan & Design Review– 310 E. Maple – Pernoi**

INTRODUCTION:
The applicant at 310 E. Maple is requesting approval for a Special Land Use Permit (SLUP) and Final Site Plan & Design Review to operate a new bistro in the former Café Via restaurant space. The applicant also intends to incorporate the former retail space along E. Maple which was also used by Cafe Via, into the Pernoi bistro under the new concept.

BACKGROUND:
The Planning Division originally received a SLUP Amendment and Final Site Plan & Design Review application to transfer ownership of Café Via and to alter the concept into Pernoi, at 310 E. Maple.

This request was later withdrawn and the applicant submitted an application for initial screening of a new bistro establishment in the former Café Via space. The City Commission voted to move Pernoi's request for a new bistro along to the Planning Board for further review.

On June 12, 2019, the Planning Board reviewed the SLUP and corresponding site plan review, and voted unanimously to recommend approval to the City Commission.

LEGAL REVIEW:
The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:
The SLUP and Final Site Plan has no fiscal impact on the City.

SUMMARY:
The applicant is seeking approval to operate a new upscale Italian bistro, Pernoi, in the former Café Via restaurant space, and the former retail space along E. Maple. Both indoor and outdoor dining areas are proposed.

ATTACHMENTS:
- SLUP Resolution
- Planning Board Staff Report
- Special Land Use Permit Application
- Site Plans & Photos
- Planning Board Minutes
- Investigation Report from Police Department

SUGGESTED RESOLUTION:

To approve a Special Land Use Permit and Final Site Plan and Design Review for 310 E. Maple to allow the operation of a new bistro, Pernoi, in accordance with Article 7, Section 7.34 of the Zoning Ordinance;

AND

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Nuovo Holdings, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) located at 310 E. Maple, Birmingham, Oakland County, MI 48009;

AND

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Nuovo Holdings, LLC approving the liquor license transfer request of Nuovo Holdings, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 310 E. Maple, Birmingham, Oakland County, MI 48009.

PER NOI
310 E. MAPLE
SPECIAL LAND USE PERMIT
2019

WHEREAS, Per Noi filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a new bistro as defined in Article 9, section 9.02 of Chapter 126, Zoning, of the City;

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

WHEREAS, The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on June 12, 2019 reviewed the application for a Special Land Use Permit and Final Site Plan and Design Review for the proposed Per Noi bistro and recommended approval of the same for 310 E. Maple – Per Noi **pending receipt** of the following items and approval of those items by the Planning Department and the Chairman of the Planning Board:

1. An aerial photo of the site and at least 200 feet of the surrounding area.
2. Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.
3. Confirmation that no existing or proposed curbing will be present in the outdoor dining area.
4. Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met.

WHEREAS, The applicant has complied with all of the conditions noted by the Planning Board;

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Per Noi's application for a Special Land Use Permit authorizing the operation of a bistro at 310 E. Maple in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare,

this Special Land Use Permit is granted to allow the operation of a new bistro at 310 E. Maple with the following conditions:

1. Per Noi shall abide by all provisions of the Birmingham City Code; and
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest including, but not limited to, violations of the state law or Birmingham City Code.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Per Noi and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Per Noi to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

I, Cherilynn Mynsberge, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on July 22, 2019.

_____

Cherilynn Mynsberge, City Clerk

MEMORANDUM

Planning Department

DATE: **June 5, 2019**

TO: **Planning Board**

FROM: **Jana Ecker, Planning Director**

SUBJECT: **310 E. Maple – Pernoi - Final Site Plan Review & Special Land Use Permit**

On April 8, 2019, the City Commission reviewed a second round of bistro applications, and selected two to move forward to the Planning Board for a Final Site Plan and Special Land Use Permit and Design Review. Pernoi was one of the two bistros selected to move forward for consideration.

Pernoi is proposed to be located at 310 E. Maple, on the south side of Maple, east of Old Woodward. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The existing tenant space was approved for the operation of Café Via, one of the first bistros approved by the City in 2007. At this time, the applicant, Nuovo Holdings, LLC, owned by Luciano DelSignore and Ryder DelSignore ("Pernoi"), is seeking approval of a Special Land Use Permit ("SLUP") and Final Site Plan for Pernoi to operate in the former Café Via space. The applicant is proposing to remodel the former bistro to create a more contemporary, urban design and to offer an upscale Italian menu. Both interior and exterior modifications are proposed.

Chapter 10, Alcoholic Liquors, requires that the applicant obtain approval of a SLUP and Final Site Plan from the City Commission. Accordingly, the applicant will be required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit.

As the site is also in a Historic District, the applicant will be required to obtain approval from the Historic District Commission for all proposed signage, changes to the exterior of the building or the property and changes to the streetscape adjacent to the building.

1.0 Land Use and Zoning

1.1 Existing Land Use - The existing site is currently vacant. Land uses surrounding the site are retail and commercial.

1.2 Existing Zoning – The property is currently zoned B-4, Business-Residential, and D-4 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

1.3 Summary of Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Commercial / Retail	Commercial / Retail	Commercial / Retail	Commercial / Retail
Existing Zoning District	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential	B-4, Business-Residential
Downtown Overlay Zoning District	D-4	D-4	D-4	D-4

2.0 Bistro Requirements

The applicant is requesting approval of a SLUP to operate Pernoi bistro at the former Café Via location.

Article 9, section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with a maximum of 65 seats indoors, and a maximum of 65 seats outdoors. The proposed renovations for Pernoi include keeping the bar in the same location as the former Café Via bar, and propose 58 interior dining seats plus an additional 7 seats at the bar, for a total of 65 interior seats. Pernoi will utilize the former Cafe Via's full service kitchen and will offer an outdoor dining area with 26 seats in the pedestrian plaza behind the building. Café Via was previously approved for 69 outdoor dining seats.

Article 3, section 3.04(C)(10) Building Use of the Zoning Ordinance permits bistros in the Overlay District as long as the following conditions are met:

(a) No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
(b) Alcohol is served only to seated patrons, except those standing in a defined bar area;
(c) No dance area is provided;
(d) Only low key entertainment is permitted;
(e) Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
(f) A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1′ and 8′ in height;
(g) All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and

(h) Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.

As discussed above, Pernoi bistro is proposed to have 7 seats at the bar, with a 8.25′ long bar height counter in the 165 sq.ft. of bar area. No direct connect bar permit will be permitted from this license if it is approved. Alcohol may only be served to seated patrons and those standing in the bar area.

Pernoi bistro does not propose any dance area, nor are they planning to offer any entertainment.

Pernoi bistro is proposing to utilize the storefront space along the pedestrian passages with tables as required. Pernoi is also proposing to line the northern elevation along E. Maple with dining tables. This area was previously approved as a 20′ deep retail space when Café Via was first approved. No glazing changes are proposed to the existing bistro space. However, the calculations that have been provided at this time state that the bistro portion of the northern elevation will have 93% glazing and that the bistro portion of the western elevation will have 72% glazing, and the southern elevation will have 45.3% glazing. **It should be noted that the calculations provided by the applicant include ground level to 8′ above grade, not the 1′ above grade to 8′ above grade as required by the Zoning Code.** However, all glazing levels are existing and were included in the approval of the former Café Via bistro.

The applicant has provided a signed copy of the contract required with the City that will be fully executed upon approval of the SLUP by the City Commission.

Pernoi is proposing to continue to provide outdoor dining additional seats for outdoor dining in the pedestrian plaza area where the three pedestrian passages converge at the rear of 310 E. Maple. The outdoor dining area as proposed includes 26 seats and proposes seating under the existing canopy structure. The plans do not show the existing Eisenglass enclosure, although the applicant has advised that they wish to keep the Eisenglass panels and use them for inclement weather during the regular outdoor dining season only. **However, the use of enclosure systems for outdoor dining areas is no longer permitted based on recent Zoning Code amendments. Thus, the Eisenglass panels must be removed or the applicant must obtain a variance from the Board of Zoning Appeals.**

In addition, although a site plan was submitted, it does not clearly delineate the pedestrian walking path around the outdoor dining area in the via. While the dimensions are not marked on the site plan, it appears that at least the required 5′ clear pathway is provided, and that the outdoor dining area is actually being reduced from its previous size, ensuring a safe and efficient pedestrian flow along the pedestrian passages continues to be maintained. **The applicant will be required to submit a complete site plan with all dimensions prior to going before the City Commission.** The applicant is proposing to cease outdoor dining at 12:00 a.m.

3.0 Screening and Landscaping

3.1 Screening – No screening is required, nor proposed.

3.2 Landscaping – No trees are proposed for the outdoor dining area. Numerous planters currently exist in the pedestrian passage from E. Maple and around the plaza area where the outdoor dining is proposed. No changes are proposed at this time.

4.0 Parking, Loading, Access, and Circulation

4.1 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking. The proposed outdoor dining area will not extend into any on-street parking spaces, and will not utilize the public right-of-way.

4.2 Loading - Loading spaces are not required, nor proposed.

4.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.

4.4 Pedestrian Access & Circulation – Pedestrian access to the outdoor café is available directly from the city sidewalks on E. Maple and S. Old Woodward along the covered pedestrian passages. Under the 2016 Plan, outdoor cafes are encouraged as they create a more pedestrian friendly environment. All outdoor dining areas must maintain a 5' minimum width of unobstructed pedestrian access along storefronts and pedestrian passages. As discussed above, the outdoor dining area as proposed does provide for safe and efficient pedestrian flow.

4.5 Streetscape – The 2016 Plan suggests that pedestrian passages should be held to the same standards as City sidewalks to create a pleasing environment for pedestrians. The existing pedestrian passage from E. Maple is exposed aggregate with a brick border along the west side. **This sidewalk does not conform to the Downtown Birmingham Streetscape Standards.**

The west wall of the covered pedestrian passage is brick with a concrete ledge and a painted mural scene above the ledge. A fountain with a large pool at the bottom is also mounted to the western wall of the passage. Numerous planters flank both entrances to the passage. As the passage opens into the plaza area behind 310 E. Maple, the sidewalk remains exposed aggregate, but with a larger sized aggregate, and slate tiles and concrete pavers are used to border the concrete walks. The pedestrian plaza is enclosed with the painted brick wall of an adjacent building and a fireplace that lines the exterior of the private parking structure to the south. Awnings and planters were utilized to create a courtyard feeling, along with climbing vines growing up the brick. **There are currently no trash receptacles provided, and none are proposed for the outdoor dining area.** No details on an enclosure system have been provided for the outdoor dining area. **However,**

there is an existing Eisenglass panel system on the outdoor canopy structure as noted above. This enclosure system is no longer permitted and must be removed.

5.0 Lighting

Existing pedestrian scale light fixtures illuminate E. Maple and S. Old Woodward, and will continue to do so. Recessed pot lights currently illuminate the covered pedestrian passage from E. Maple leading into the pedestrian plaza. **No details have been provided at this time regarding additional building, plaza or passage lighting. Numerous specification sheets have been provided for interior lighting, however no exterior lighting is shown on the plans.** All signage and related lighting must be reviewed by the Historic District Commission.

6.0 Departmental Reports

6.1 Engineering Division – No concerns were reported from the Engineering Division.

6.2 Department of Public Services - The Department of Public Services advised that they powerwash the sidewalks early in the morning three times each summer, and thus it will be the owner's responsibility to protect any temporary structures in the right-of-way that may be damaged during the cleaning process. They also advise that the applicant will be responsible for the maintenance and upkeep of all plantings in the bistro area.

6.3 Fire Department – The Fire Department has stated that the proper exits must be maintained at all times and that the proposed bistro is subject to inspection.

6.4 Police Department - No concerns were reported from the Police Department.

6.5 Building Department - The Building Department has advised that they may be enforcing the 2006 Building Codes when an application for a building permit is made, and that two remote exists will be required for the proposed bistro. Although two are proposed, one is not permitted as it passes through the kitchen.

7.0 Design Review

As this building is located within the Downtown Historic District, all design changes must be approved by the Historic District Commission.

Building Changes
The applicant is proposing to alter the north elevation by removing the existing decorative exterior curtains and awnings, and cleaning the existing concrete façade. In addition, the applicant is proposing to reclad the canopy over the via opening on the north elevation with Sunbrella acrylic outdoor awning fabric in Black Cherry. **A specification sheet of the proposed material has been provided, but the awning material is the only exterior material noted. No material samples have been provided at this time.**

No changes are proposed to the existing west elevation which faces the via, or to the south elevation which faces another via and a parking structure to the south. The existing patio structure is proposed to remain. No glazing changes are proposed.

Outdoor Dining Area

Outdoor cafes must comply with the site plan criteria as required by Article 04, Section 4.41 OD-01, Outdoor Dining Standards. Outdoor cafes are permitted immediately adjacent to the principal use and are subject to site plan review and the following conditions:

1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
2. All outdoor activity must cease at the close of business, or as noted in Subsection 3 below, whichever is earlier.
3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 12:00 a.m., whichever is earlier.
4. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
5. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
6. For outdoor dining located in the public right-of-way:
   (a) All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
   (b) In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
   (c) An elevated, ADA compliant, enclosed platform may be erected on the street adjacent to an eating establishment to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
   (d) No such facility shall erect or install permanent fixtures in the public right-of-way.
   (e) Commercial General Liability Insurance must be procured and maintained on an "occurrence basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, personal injury, bodily injury and property damage. This coverage shall include an endorsement naming the city, including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members, as an additional insured. This coverage must be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance, and shall include an endorsement providing for a thirty (30) day advance written notice of cancellation or non-renewal to be sent to the city's Director of Finance.

The applicant has not provided a trash receptacle within the outdoor dining area as required by Article 04, section 4.41 OD-01 of the Zoning Ordinance. The former Café Via had business hours of 11:00am to 12:00 a.m. for the outdoor dining area. **The applicant has indicated that their proposed business hours are Tuesday through Saturday from 5:00 p.m. to 11:00 p.m., and that they will be open for special events only on Sundays and Mondays. The applicant has not provided the proposed hours of operation for the outdoor dining area.** The proposed outdoor café is not immediately adjacent to any single-family zoned property.

The applicant has provided photos of the proposed tables and chairs, however the site plan does not indicate which chairs on proposed for the interior and which are for the outdoor dining area. From the site plan, it appears that 4 round four-top tables are proposed in the outdoor dining area, along with 5 round two-top tables and a total of 26 chairs. **The applicant will be required to provide specifications and material samples for all outdoor furnishings and to note which selections will be used on the interior and the exterior.**

Although a site plan has been submitted, dimensions are not shown to clarify the existence of a 5' clear pedestrian path around the outdoor dining area. However, it appears that this requirement is met. The applicant will be required to submit a complete site plan showing all dimensions prior to appearing before the City Commission. The pedestrian path proposed appears to allow pedestrians to navigate around the outdoor dining area and traverse the pedestrian passages leading to E. Maple, S. Old Woodward and Peabody.

The applicant will be required will be required to obtain an Outdoor Dining License from the City if the SLUP is approved by the City Commission.

<u>Signage</u>
Based on the 54' of linear frontage of the proposed Pernoi space along E. Maple, the applicant is permitted to have a total of 54 square feet of signage for the bistro. The applicant is proposing new building signage and awning signage above the via entrance on E. Maple. Despite the inconsistencies noted below, the applicant is below the maximum amount of signage permitted for this building.

A new building sign is proposed on the north elevation of the bistro that reads "pernoi", to be constructed of black, anodized aluminum rear halo lit letters (3000K LED lighting). The total size of the sign proposed is shown at 8.42' long and 2' high, and is noted as 17 square feet on one sheet, and 16.8 square feet on another sheet. The sign height and square footage is permitted. **However, the plans do not note the projection from the wall (which has a maximum of 9") nor the size of the electrical raceway (which has a maximum of 4"), and thus it cannot be determined if the sign is in compliance with these standards.** The sign is mounted above 8' in as required by the Sign Ordinance.

In addition, the applicant is proposing vinyl graphic signage on the valence of the canopy over the entrance to the via that runs south off of E. Maple towards the main entrance door

of the bistro. The elevation drawings show the word pernoi on the east side of the canopy valance, and the letter P in a circle on the west side of the canopy valence, and state that each side will contain 2 square feet of signage. **Sheet A004 is inconsistent and notes that both sides of the awning valence will contain the small "P" logo only, which is shown as 1.25' in diameter (1.6 square feet each). The applicant must correct the inconsistencies and clarify design and size of the graphics proposed on both the east and west sides of the awning valence. In addition, the Sign Ordinance limits the height of signage on a valance to a maximum of 9" in height and thus one or both sides of the awning signage exceed the height requirement in the Sign Ordinance. The applicant will be required to reduce the height of the awning signage or obtain a variance from the Board of Zoning Appeals.**

Thus, the applicant will be required to submit complete and consistent signage plans for review by the Planning Division to determine all sign requirements have been met prior to proceeding to the City Commission for review and approval.

8.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. The 2016 Plan recommends the addition of outdoor dining areas in the public right-of-way as it is in the public's best interest as it enhances street life, thus promoting a pedestrian friendly environment. Specifically, the 2016 Plan also recommends the enhancement of pedestrian passages to improve routes for pedestrians. Appendix C-9 of the 2016 Plan provides a map of all alleys in downtown Birmingham, and classifies each as an alley or a pedestrian passage. The recommendations contained in Circulation 5 of the 2016 Plan state that alleys should be kept clean and well lit, but that their service function should not be compromised. The Plan further states that pedestrian passages should be held to higher standards, similar to sidewalks, given their pedestrian function. The 2016 Plan specifically recommends encouraging outdoor dining areas along pedestrian passages.

All of the existing improvements that the owner has made to the pedestrian passage from E. Maple as described in the streetscape section above have improved this passage. Pedestrians are encouraged to enter the passage, and are offered pedestrian amenities as they walk through into the pedestrian plaza space beyond. The pedestrian passages that extend to S. Old Woodward and to Peabody Street create a courtyard space where they meet. This pedestrian plaza space will provide the type of environment recommended by the 2016 Plan.

9.0 Selection Criteria for Bistro Licenses

Chapter 10, Alcoholic Liquors, section 10-82 provides a limitation on the number of Bistro Licenses that the City Commission may approve, and provides selection criteria to assist the Planning Board and City Commission in evaluating applications for Bistro Licenses. Section 10-82 states:

(a) **Maximum Number of Bistro Licenses**. The city commission may approve a maximum number of license transfers for Bistro licenses per calendar year as follows:

(1) New establishments. Two (2) Bistro Licenses may be approved each calendar year to applicants who do not meet the definition of existing establishments as set forth in (a)(1) above. In addition to the usual criteria used by the city commission for liquor license requests, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the new establishment applicants, if any, should be approved:

a) The applicant's demonstrated ability to finance the proposed project.
b) The applicant's track record with the city including responding to city and/or citizen concerns.
c) Whether the applicant has an adequate site plan to handle the bistro liquor license activities.
d) Whether the applicant has adequate health and sanitary facilities.
e) The establishment's location in relation to the determined interest in the establishment of bistros in the Overlay District and the Triangle District.
f) The extent that the cuisine offered by applicant is represented in the city.
g) Whether the applicant has outstanding obligations to the city (ie property taxes, utilities, etc.).

The selection criteria provided above must be considered in providing a recommendation to the City Commission as to whether or not to approve the operation of a new bistro and ensure that Pernoi will be a high quality establishment that will meet the City's expectations for bistros. Accordingly, a review of the requirements contained in section 10-82 is below.

The applicant has provided proof regarding the ability to finance the proposed Pernoi bistro operation. The application states that Luciano DelSignore, a principal owner of Pernoi, has sufficient net worth and income to finance Pernoi bistro. In addition, the application states that Mr. DelSignore owns and operates six additional restaurants in metro Detroit.

The applicant does not have any unresolved issues with the City as they have not previously operated a restaurant within the City of Birmingham.

The applicant has an interest in six other licensed establishments throughout metro Detroit. Four of the other establishments have had no violations noted by the MLCC. One existing establishment in Royal Oak was noted for sales to minors in 2017, and another establishment in Southfield was noted for failure to provide evidence of server training to the MLCC in 2011. The applicant has no history of liquor license violations in Birmingham.

As discussed above, the site plan as proposed does provide for safe and efficient pedestrian flow along the pedestrian passages as identified in the 2016 Plan. **However, the applicant must provide space for a trash receptacle in the outdoor dining area.**

There is no history of health or sanitary issues for this property with either Oakland County or the State of Michigan.

The Pernoi bistro is proposed within the Overlay District. The City is interested in attracting bistro operations within both the Overlay District and Triangle District.

Pernoi proposes to serve a wide variety of Italian bistro cuisine. A sample menu has been provided at this time, including a selection of steak, chicken, fresh seafood, pasta and a selection of appetizers and desserts. Italian cuisine is represented in other dining establishments in downtown Birmingham, although Pernoi's menu is distinctive with respect to its ingredients and pairings.

The applicant has no outstanding financial obligations with the City of Birmingham at this time.

10.0 Approval Criteria for Final Site Plan

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

(1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.

(2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.

(3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.

(4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.

(5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.

(6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

11.0 Approval Criteria for Special Land Use Permits

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

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

site plan and design of the buildings and uses proposed for the site described in the application of amendment.

The City Commission's approval of any Special Land Use Permit application or amendment pursuant to this section shall constitute approval of the site plan and design.

12.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend APPROVAL to the City Commission of the applicant's request for a Final Site Plan and SLUP to permit Pernoi bistro to operate at 310 E. Maple pending receipt of the following:

1) An aerial photo of the site and surrounding area at least 200' from the subject site;
2) Removal of all Eisenglass and other enclosure systems from the outdoor dining area and the addition a trash receptacle;
3) Submission of a complete site plan showing all required dimensions for the building, outdoor dining area and pedestrian walking paths prior to appearing before the City Commission;
4) Provision of the proposed hours of operation for the outdoor dining area;
5) Provision of all specifications and material samples for all outdoor furnishings noting which selections will be used on the interior and the exterior; and
6) Submission of complete and consistent signage plans for review by the Planning Division to determine all sign requirements have been met prior to appearing before the City Commission.

13.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Board recommends APPROVAL to the City Commission of the applicant's request for a Final Site Plan and SLUP to permit Pernoi bistro to operate at 310 E. Maple pending receipt of the following:

1) An aerial photo of the site and surrounding area at least 200' from the subject site;
2) Removal of all Eisenglass and other enclosure systems from the outdoor dining area and the addition a trash receptacle;
3) Submission of a complete site plan showing all required dimensions for the building, outdoor dining area and pedestrian walking paths prior to appearing before the City Commission;
4) Provision of the proposed hours of operation for the outdoor dining area;
5) Provision of all specifications and material samples for all outdoor furnishings noting which selections will be used on the interior and the exterior; and
6) Submission of complete and consistent signage plans for review by the Planning Division to determine all sign requirements have been met prior to appearing before the City Commission.

OR

Based on a review of the site plans submitted, the Planning Board recommends POSTPONEMENT of the applicant's request for a Final Site Plan and SLUP to permit Pernoi bistro to operate at 310 E. Maple pending receipt of the following:

1) An aerial photo of the site and surrounding area at least 200' from the subject site;
2) Removal of all Eisenglass and other enclosure systems from the outdoor dining area and the addition a trash receptacle;
3) Submission of a complete site plan showing all required dimensions for the building, outdoor dining area and pedestrian walking paths prior to appearing before the City Commission;
4) Provision of the proposed hours of operation for the outdoor dining area;
5) Provision of all specifications and material samples for all outdoor furnishings noting which selections will be used on the interior and the exterior; and
6) Submission of complete and consistent signage plans for review by the Planning Division to determine all sign requirements have been met prior to appearing before the City Commission.

OR

Motion to recommend DENIAL of the Final Site Plan and SLUP to the City Commission for 310 E. Maple for the following reasons:

_____

_____

_____.

City of Birmingham
A Walkable Community

Special Land Use Permit Application - Bistro
Planning Division

1. Applicant
Name: Nuovo Holdings, LLC
Address: 29410 Northwestern Hwy
Southfield, MI 48304
Phone Number: 248-207-3700
Fax Number:
Email Address: Luciano@bigalora.com

Property Owner
Name: Fuller Central Park Properties, LLC
Address: 112 Peabody St.
Birmingham, MI 48009
Phone Number: 248-642-0024
Fax Number: 248-642-0136
Email Address: elizabeth@fullercentralpark.com

2. Applicant's Attorney/Contact Person
Name: Kelly A. Allen, Esq.
Address: 39572 Woodward, Suite 222
Bloomfield Hills, MI 48304
Phone Number: 248-540-7400
Fax Number: 248-540-7401
Email Address: kallen@anafirm.com

Project Designer/Developer
Name: Kyle Evans Design
Address: Detroit
Phone Number: 313-729-7494
Fax Number:
Email Address: kyle@evansdesign@yahoo.com

3. Required Attachments
- Warranty Deed with legal description of property
- Floor Plan of Bistro Operation
- Proof of ability to finance the proposed project
- Required fee (see Fee Schedule for applicable amount)
- Photographs of existing site and buildings
- Samples and/or specification sheets of all materials to be used
- Landscape Plan showing all existing and proposed elements
- Catalog sheets for all proposed lighting & outdoor furniture
- Completed Checklist
- Certified Land Survey
- Signed Contract
- Fifteen (15) folded copies of plans including color elevations showing all materials and an itemized list of all changes for which approval is requested with the changes marked in color
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation

4. Project Information

Address/Location of Property: 310 E Maple, Birmingham, MI
Name of Bistro: Pernoi
Sidwell #: 08-19-36-206-002
Current Use: Bistro
Proposed Use: Bistro
Area in Acres: .03
Current Zoning: B-4
Zoning of Adjacent Properties: B-4
Is there a current SLUP in effect for this site?: Yes

Name of Historic District site is in, if any: Downtown
Date of HDC Approval, if any: September 5, 2007
Date of Application for Preliminary Site Plan: May 2007
Date of Preliminary Site Plan Approval:
Date of Application for Final Site Plan: May 2007
Date of Final Site Plan Approval: September 17, 2007
Date of Revised Final Site Plan Approval:
Date of Final Site Plan Approval:
Date of DRB approval, if any: N/A
Date of Last SLUP Amendment:

5. Details of the Nature of Work Proposed (Site plan & design elements)

Perform cosmetic modifications to the Cafe Via Restaurant. More specifically, remove 1 wall separating 2 small dining rooms to create 1 large dining room. Eliminate existing booth seating and install new booths in a slightly different configuration. Modify some of the existing cabinets to accept wine bottles. Refinish the existing wood flooring, and patch in flooring where existing walls and different flooring types exist. Install new wall and ceiling treatments as well as new lighting fixtures.

6. Buildings and Structures existing on site

Number of Buildings on site: 1
Height of Building & # of stories: 3

Use of Buildings: Commercial
Height of rooftop mechanical equipment: No change

7. Floor Use and Area (in square feet)

Structures:
Restaurant Space: 2645 sf
Office space: +/- 100 sf
Total floor area: 2745 sf

Retail space: None
Number of Residential Units: None
Rental or Condominium: None

8. Bistro Operation

Number of Indoor Seats: 64
Number of Outdoor Seats: 26
Entertainment Proposed: No
Years of Experience in Birmingham: None
Previous LCC Complaints?
Tables provided along street façade: None
Required front setback: 0
Required rear setback: 0
Required total side setback: 0

Type of Cuisine: Italian
Bar Area? 120 sf
Number of Seats at bar: 7
Years of Experience outside of Birmingham: Approximately 20 years
Full Service Kitchen? Yes
Percentage of glazing proposed: North elevation 100%, Alley elevation 64%, Rear elevation 45%
Proposed front setback: 0
Proposed rear setback: 0
Proposed total side setback: 0

9. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): Private property

Hours of operation: 11:00 a.m. - midnight
Width of unobstructed sidewalk between door and café (5'requied): N/A
Platform proposed: No
Trash receptacles: On site

Number of tables/chairs: 9 tables, 26 chairs

Material of tables/chairs: See attached
Table umbrellas height and material: Umbrellas
Number and location of parking spaces: No change
Screenwall material: N/A
Enclosure material: N/A

10. Required and Proposed Parking

Number of parking spaces: No change
Location of off site parking: No change
Screenwall material: N/A

Location of parking spaces: No change
Shared Parking Agreement?: N/A
Height of screenwall: N/A

11. Landscaping No change

Location of landscape areas:

Proposed landscape material:

12. Streetscape No change

Sidewalk width:
Number of benches:
Number of planters:
Number of existing street trees:
Number of proposed street trees:
Streetscape Plan submitted?:

Description of benches or planters:

Species of existing street trees:
Species of proposed street trees:

13. Loading No change

Required number of loading spaces: _____
Location of loading spaces on the site: _____

Proposed number of loading spaces: _____

14. Mechanical Equipment No change

Ground Mounted Mechanical Equipment:

Number of ground mounted units: _____
Size of ground mounted units (LxWxH): _____

Screenwall material: _____

Location of all gound mounted units: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____

Screenwall material: _____
Location of screenwalls: _____

Location of all ground mounted units: _____
Size of rooftop units (LxWxH): _____

Height of screenwall: _____
Percentage of rooftop covered by mechanical units: _____
Distance from units to rooftop units to screenwall: _____

15. Lighting No change

Number of light standards on building: _____
Size of light fixtures (LxWxH): _____

Maximum wattage per fixture: _____
Parking lot lighting: _____

Type of light standards on building: _____
Height from grade: _____

Proposed wattage per fixture: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan or Special Land Use Permit. The undersigned further states that they have reviewed the procedures and guidelines for site plan review and Special Land Use Permits in Birmingham and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Owner: _____ Date: 2/19/19

Print Name: Edward A. Fuller

Signature of Applicant: _____ Date: 2/19/19

Print Name: Luciano DelSignore

Signature of Designer: _____ Date: 2/19/19

Print Name: Kyle Evans

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____

COPY

Number: 63-650679-2

Commitment for Title Insurance

CHICAGO TITLE INSURANCE COMPANY

Chicago, Illinois 60602

THE PHILIP F. GRECO TITLE COMPANY

185 Elizabeth Lake Road, Pontiac, Michigan 48341

Phone (248) 333-3090/Fax (248) 858-8249

CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, hereby agrees to issue a policy of Title Insurance as hereinafter set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed exceptions contained in the policy form. Owners' and Loan Policies With Exceptions will be issued with general exceptions as shown on the last page hereof.

FORM OF POLICY TO BE ISSUED

Loan Policy Without Exceptions:

PARTY TO BE INSURED

STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK, IT'S SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.

DESCRIPTION OF REAL ESTATE

Situated in the City of Birmingham, Oakland County, Michigan, described as:

All of Lot 1, and Parts of Lots 2, 3 and 5, of ASSESSOR'S REPLAT OF Lots 1 through 9, both inclusive, BROWNELL SUBDIVISION and Lots 8 through 15, both inclusive, part of Lot 16, and vacated Street of HUNTER'S EASTERN ADDITION, City of Birmingham, Oakland County, Michigan, according to the plat thereof as recorded in liber 50, page 26, of Plats, Oakland County Records, more particularly described as: Beginning at the Northwest corner of said Lot 1; thence North 89 degrees 56 minutes 20 seconds East, 295.06 feet along the South line of Maple Avenue (66 feet wide); thence south 00 degrees 18 minutes 12 seconds West, 93.64 feet; thence South 89 degrees 56 minutes 20 seconds West, 137.32 feet; thence South 57 degrees 50 minutes 21 seconds West, 79.72 feet; thence North 33 degrees 26 minutes 33 seconds West, 162.87 feet along the Easterly line of Woodward Avenue (100 feet wide) to the point of beginning.

WARNING THE REGISTER OF DEEDS OFFICES WILL NO LONGER ACCEPT ANY DOCUMENTS FOR RECORDING WITHOUT THE FOLLOWING TAX IDENTIFICATION NUMBER(S) AND THE COMMONLY KNOWN ADDRESS APPEARING ON THE FACE OF SAID DOCUMENT(S).

LEGAL DESCRIPTION, (CONTINUED):

Parcel Identification No's. 19-36-206-001. ALSO COVERS OTHER LAND. 111 Bldg
19-36-206-002. ALSO COVERS OTHER LAND. 300 E. Maple
19-36-206-005. ALSO COVERS OTHER LAND. Woodward

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY:

1. Owner: FULLER CENTRAL PARK PROPERTIES LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP.

2. Commercial Mortgage and Assignment of Lease and Rentals in the face amount of $4,620,000.00, executed by Fuller Central Park Properties Limited Partnership, a Michigan Limited Partnership, to Standard Federal Bank, a Federal Savings Bank, dated November 12, 1991, and recorded November 22, 1991, in liber 12195, page 398, Oakland County Records and amended by Amendment to Mortgage dated August 31, 1994, recorded September 30, 1994, in liber 15011, page 541, Oakland County Records and Second Amendment to Mortgage dated August 3, 1995, recorded August 25, 1995, in liber 15624, page 166, Oakland County Records.

RECORD A PROPER AMENDMENT TO SAID MORTGAGE AMENDING IT AS DESIRED.

Submit to this insurer for it's files an affirmative statement from lender stating as follows:

a) Mortgage Loan is free from default.

b) Lender has no knowledge of any adverse claim against Title or the Lien of it's Mortgage.

c) Updated Survey, satisfactory proof that no improvements have been made within the last 90 days, and evidence of the Rights of Parties in Possession (or exceptions will be added to the Policy for those matters)

NOTE: Upon recordation of said amendment a date down endorsement to said policy will be issued to reflect the change created by the execution of the above requirement.

3. Claim of Lien asserted by Kodiak Electric Inc., in the face amount of $2,413.00, as set forth in instrument recorded March 25, 1998, in liber 18257, page 173, Oakland County Records, as to part of subject property.

RECORD A RELEASE THEREOF.

4. Subject to the Lessee's Interest of Kurt F. Voparil d/b/a Watch Hill Antiques, as disclosed in Financing Statement, and recorded February 12, 1993, in liber 13336, page 732, Oakland County Records.

5. Lessee's Interest of those various Tenants, as disclosed in instrument recorded in liber 9596, page 325, Oakland County Records.

6. Easement to construct, operate and maintain fixture and equipment granted to The Detroit Edison Company, as set forth in Right of Way, recorded in liber *8018, page 356, Oakland County Records.*

COPY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Bernard F. Powell, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided twenty-four and one-third (24-1/3%) percent interest; Mary Starr Powell, 28 Barbour Lane, Bloomfield Hills, MI 48013, as to an undivided thirty-eight (38%) percent interest; Catherine A. Morse, 1240 N. Ocean Drive, Palm Beach, Florida 33480, as to an undivided eight and one-third (8-1/3%) percent interest; Powell Management, Inc., a Michigan corporation, 219 Birmingha Theatre Building, Birmingham, MI 48011, as to an undivided ten (10%) percent interest; Bernard F. Powell and Virginia Cummins, as Trustees under a Trust Agreement dated December 28, 1970, and recorded in Liber 5602, Pages 402 through 411, Oakland County Records, 219 Birmingha Theatre Building, Birmingham, MI 48011, as to an undivided eight (8%) percent interest; Kathleen Ann Archangeli, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided three-quarters (3/4%) percent interest; Mary Christine Higgins, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided three-quarters (3/4%) percent interest; Susan Starr Travis, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided three-quarters (3/4%) percent interest; Bernard Christopher Powell, 219 Birmingham Theatre Building, Birmingham, MI 48011, as to an undivided three-quarters (3/4%) percent interest; William D. Powell, 10735 63rd Avenue, N., Seminole, Florida, 33452, as to an undivided one and two-thirds (1-2/3%) percent interest; Thomas D. Powell, 10735 63rd Avenue, N., Seminole, Florida 33452, as to an undivided one and two-thirds (1-2/3%) percent interest; James Powell, 18301 Hamilton Road, Detroit, MI 48203, as to an undivided one and two-thirds (1-2/3%) percent interest; Robert D. Powell, 18301 Hamilton Road, Detroit, MI 48203, as to an undivided one and two-thirds (1-2/3%) percent interest; John D. Powell, 18301 Hamilton Road, Detroit, MI 48203, as to an undivided one and two-thirds (1-2/3%)

Convey and Warrant to Birmingham Enterprises, a Michigan co-partnership Suite 616, 555 S. Woodward, Birmimgham, MI 48011, the following describ premises situated in the City of Birmingham, County of Oakland, State o: Michigan, to-wit:

Lots No. 1, 2, 3, 9, 10 and 11 of Assessors Re-Plat of Lots 1-9 Brownell Subdivision of part of Northeast 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Michigan according to the plat thereof as recorded in Liber 50, Page 26 of Plats, Oakland County Records.

Lot No. 4 of Assessors Re-Plat of Lots 1-9 Brownell Subdivision of part of Northeast 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Michigan, according to the plat thereof covered by the encroachment of building principally located on Lot No. 8 of Assessors Re-Plat etc; said excluded area being a triangle with the Easterly side thereof 45.92 feet, measured along the Easterly lot line of said Lot No. 4 and with Northerly side 1.33 feet long, and Westerly side being 45.90 feet from the intersection of the Westerly side of said triangle with the Northerly side, to intersection with the Easterly lot line of said Lot No. 4.

The Westerly part of Lot No. 5 of Assessors Re-Plat of Lots 1-9 of Brownell Subdivision of part of the Northeast 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Michigan, according to the plat thereof as recorded in Liber 50, Page 26 of Plats, Oakland County Records, with frontage of 84.3 feet on Maple Avenue and depth of 99.51 feet on Westerly lot line, and width of 85.58 feet along rear lot line, and depth of 99.65 feet along the Easterly line of said Westerly part of said Lot No. 5.

Lots No. 1, 2 and 3 of Assessors Plat No. 11, City of Birmingham, Michigan, according to the plat thereof as recorded in Liber 50, Page 25 of Plats, Oakland County Records, except that portion of said Lot No. 3 taken by the City of Birmingham, Michigan.

Lot Eight (8) Assessors Re-Plat of Lots 1-9 inclusive, Brownell Subdivision and Lots 8-15, inclusive, part of Lot 16 and vacated street of Hunter's Eastern Addition according to the plat thereof recorded in Liber 50 of Plats, Page 26, Oakland County Records, and the triangular parcel of land located in Lot 4 of Assessors Re-Plat of Lots 1-9 Brownell Subdivision of part of Northeast 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Michigan according to the plat thereof as recorded in Liber 50, Page 26 of Plats, Oakland County Records and further described as being a triangle with the Easterly side thereof 45.92 feet, measured along the Easterly lot line of said Lot 4 and with Northerly side 1.33 feet long, and Westerly side being 45.90 feet from the intersection of the Westerly side of said triangle with the Northerly side, to intersection with the Easterly lot line of said Lot 4; also the rights reserved for the benefit of grantors, their successors and assigns, as owners of said Lot 8 of Assessors Re-Plat of Lots 1-9 of Brownell Subdivision, viz.: 1) The right to use with others, the private driveway, located along the south side of the building located on said Lot 8 of Assessors Re-Plat

deed recorded in Liber 4387, Page 853, Oakland County Records.

Also known as Briggs Building, 222 East Maple Street, Birmingham Theatre Building, 181/239 South Woodward Avenue and Brownell Building, 136 Brownell Street.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND ($2,850,000.00) DOLLARS, subjec to all easements, zoning ordinances and restrictions of record, the rights of all tenants, any any encumbrances that have attached through the acts or omissions of persons other than Seller since the date of a land contract for the premises by and between the parties hereto, pursuant to which this deed is executed.

Dated this day of , 1977

Signed in the presence of:

Signed by:

BERNARD F. POWELL

MARY STARR POWELL

CATHERINE A. MORSE

POWELL MANAGEMENT, INC., a Michigan corporation
By: PERNARD F. POWELL
Its President

VIRGINIA CUMMINS, as Co-Trust under a Trust Agreement date December 28, 1970, Liber 560 Pages 402-411, OCR

KATHLEEN ANN ARCHANGELI

MARY CHRISTINE HIGGINS

SUSAN STARR TRAVIS

BERNARD CHRISTOPHER POWELL

WILLIAM D. POWELL

THOMAS D. POWELL

JAMES POWELL

ROBERT D. POWELL

JOHN D. POWELL

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared BERNARD F. POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared MARY STARR POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County, _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared CATHERINE A. MORSE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County, _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of 19 by of POWELL MANAGEMENT, INC., a Michigan corporation, on behalf of the corporation.

Notary Public
County, _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared VIRGINIA CUMMINS, as Co-Trustee under a Trust Agreement dated December 28, 1970, Liber 5602, Pages 402-411, Oakland County Records, to me known to be the person described in and who executed the foregoin instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County, _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared BERNARD F. POWELL, as Co-Trustee under a Trust Agreement dated December 28, 1970, Liber 5602, Pages 402-411, Oakland County Records, to me known to be the person described in and who executed the foregoin instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared KATHLEEN ANN ARCHANGELI, to me known to be the person describe in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared MARY CHRISTINE HIGGINS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public
County _____

My Commission expires 19

STATE OF)
)SS
COUNTY OF)

On this day of 19 before me personally appeared SUSAN STARR TRAVIS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Publi
County _____

My Commission expires 19

STATE OF)
)SS
COUNTY OF)

On this day of 19 before me personall appeared BERNARD CHRISTOPHER POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Public
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared WILLIAM D. POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Publi
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared THOMAS D. POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Publ
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared JAMES POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Publ
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared ROBERT D. POWELL, to me known to be the person described in an who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Public
County _____

My Commission expires 19

STATE OF)
)SS.
COUNTY OF)

On this day of 19 before me personally appeared JOHN D. POWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Public
County _____

My Commission expires 19

pernoi

MAP LOCATION

N

100 ft

AERIAL PHOTOGRAPH OF SITE

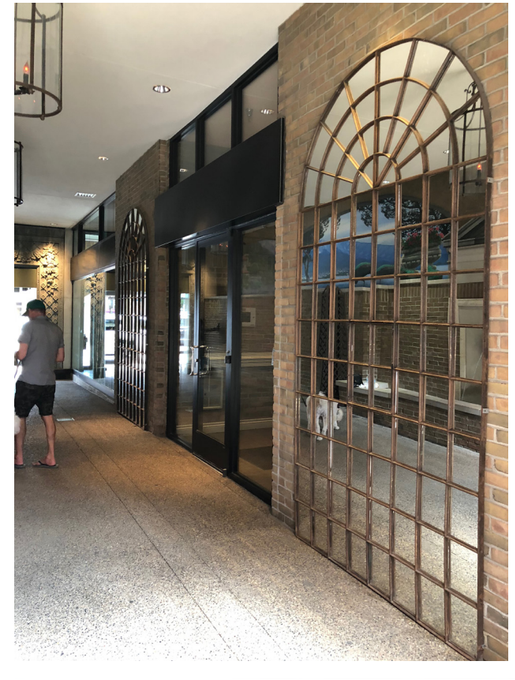
PERNOI - LOCATION PLAN

A	000

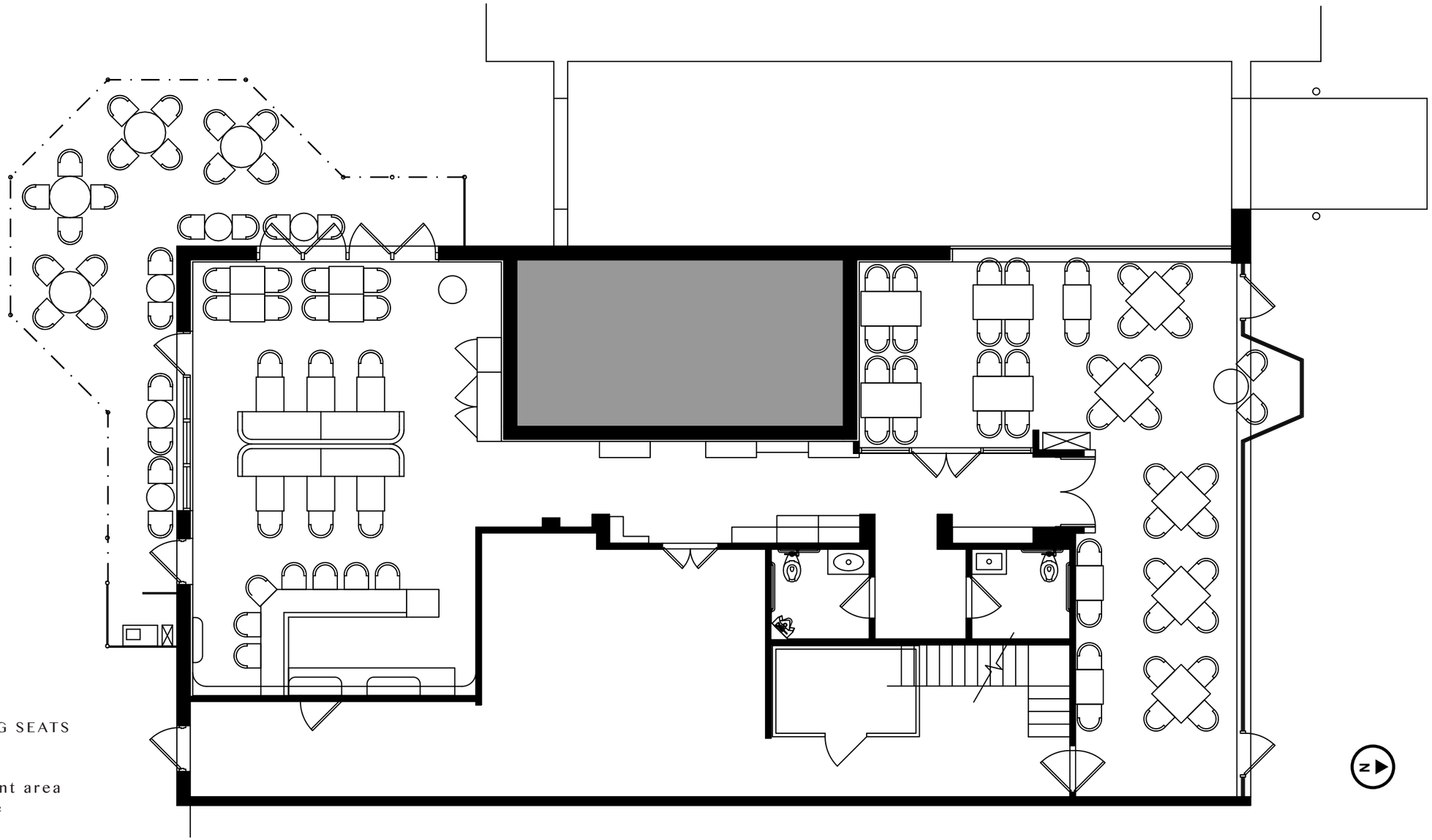
NTS

310 E. MAPLE ST
BIRMINGHAM, MI
48009

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



EXISTING SITE PHOTOS



SEAT COUNT:
64 INTERIOR DINING SEATS
7 BAR SEATS
26 PATIO SEATS
2,645 sq/ft restaurant area
100 s/f office above
165 sq/ft bar area

PERNOI - SEATING PLAN

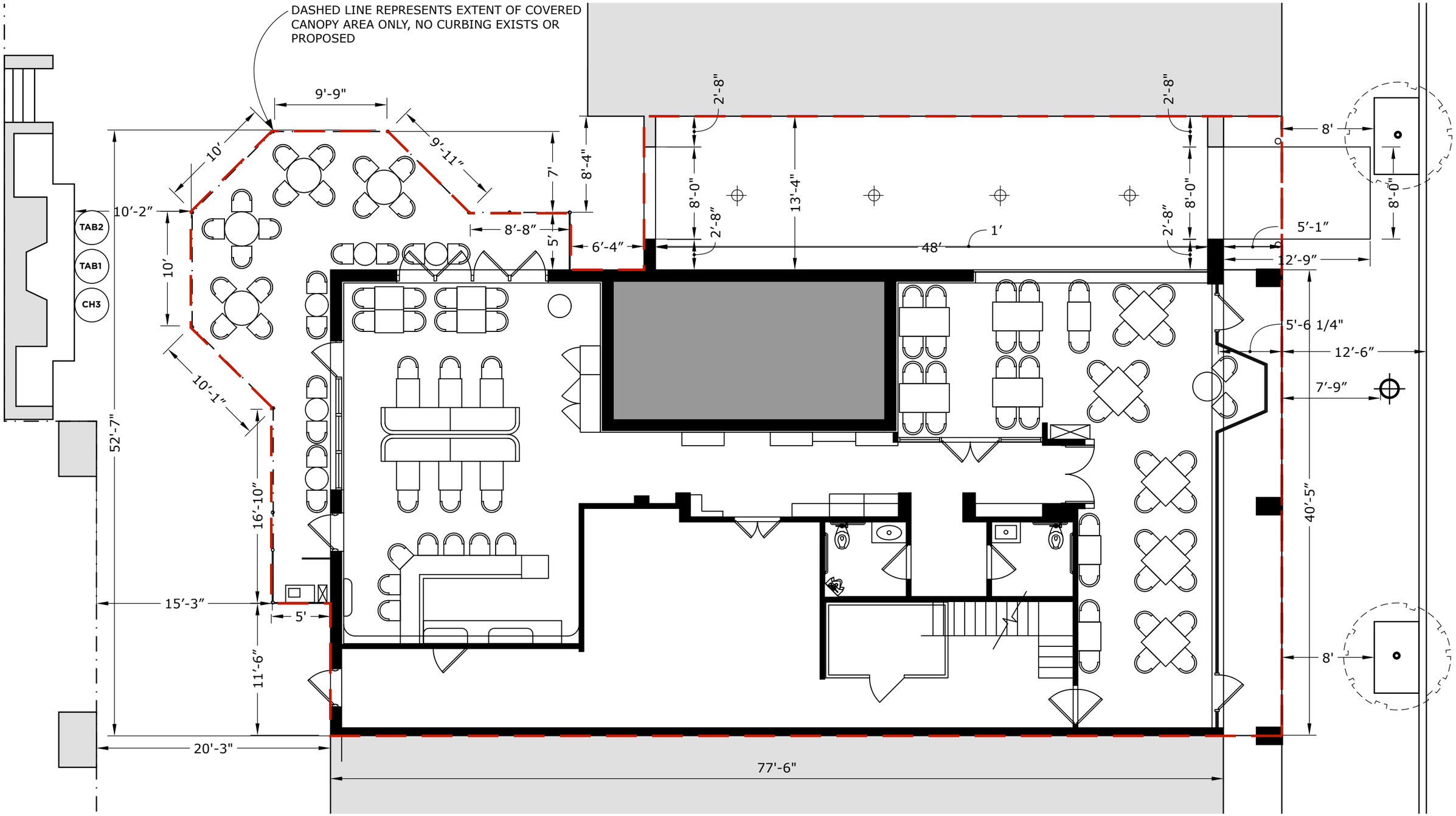
A	002

scale: 1/8"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: MINIMAL CHANGES TO FLOOR PLAN, FRONT DINING AREA TO BE OPENED UP (REMOVAL OF FORMER FLORAL SHOP COOLERS, DEMISING WALL, AND INTERIOR ENTRY DOOR ONLY). DINING ROOMS TO RECEIVE NEW WALL FINISHES (SEE SPECIFICATIONS) AND CEILING CLOUDS.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



PERNOI - SITE PLAN

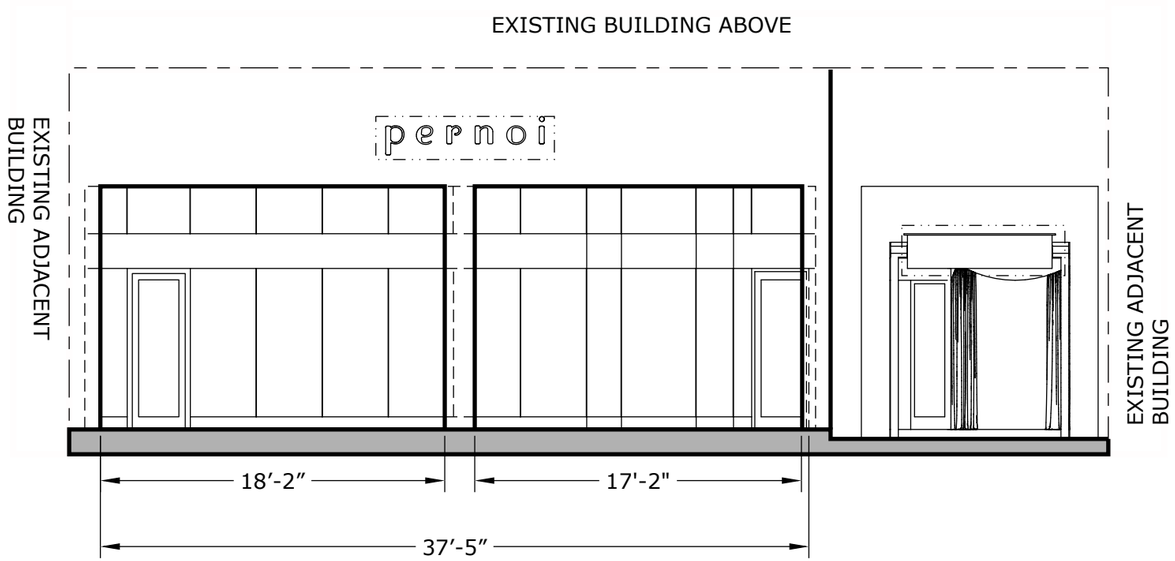
A 006 *scale: 1/8"=1'*

310 E. MAPLE ST
BIRMINGHAM, MI
48009

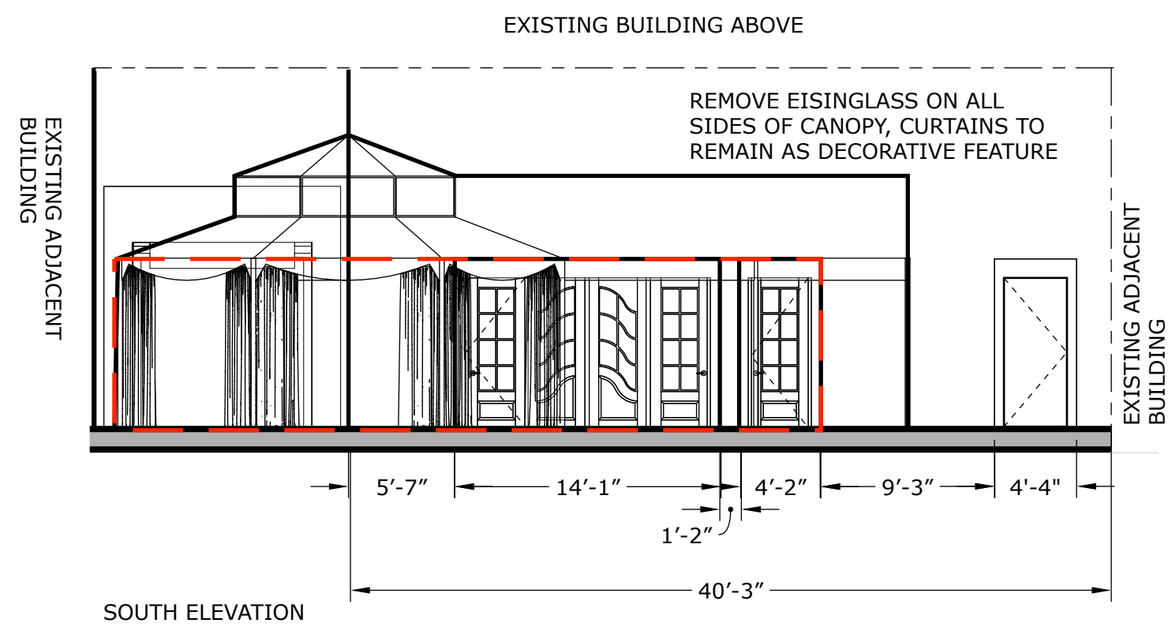
NOTES: NO CHANGES TO EXTERIOR AREAS, ALL EXISTING LIGHTING, SIDEWALKS, AND VIA ELEMENTS TO REMAIN AS-IS. PATIO CANOPY TO REMAIN WITH THE REMOVAL OF ENCLOSURE SYSTEMS ONLY.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

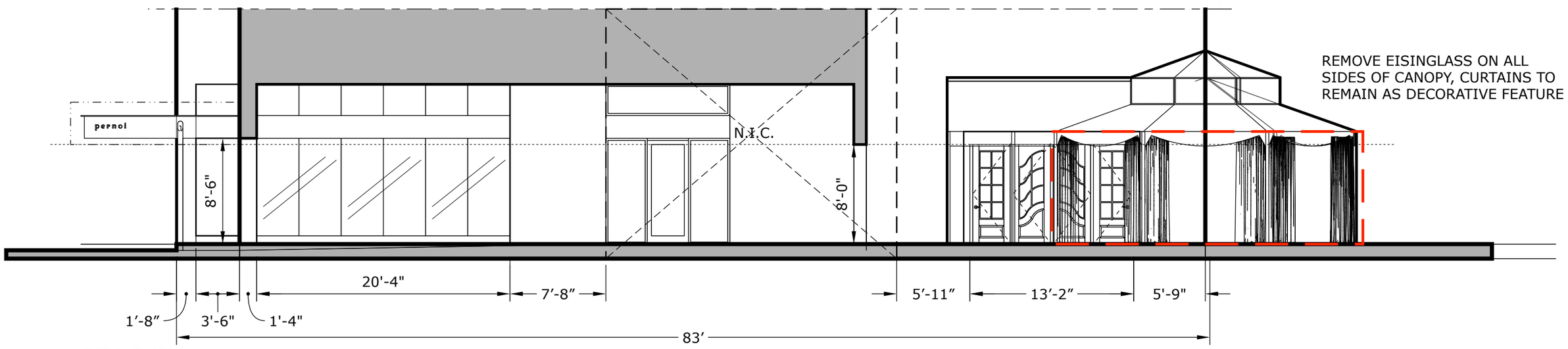
PROPERTY LINE & LEASED AREA



NORTH ELEVATION



SOUTH ELEVATION
(EXISTING TO REMAIN)



WEST ELEVATION

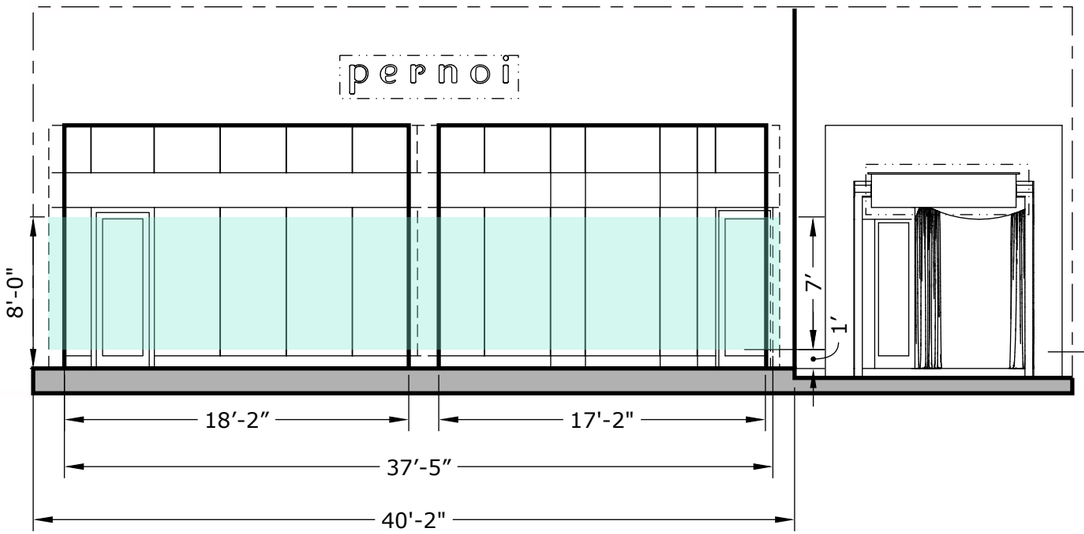
PERNOI - ELEVATIONS

A	001	*scale: 1/8"=1'*

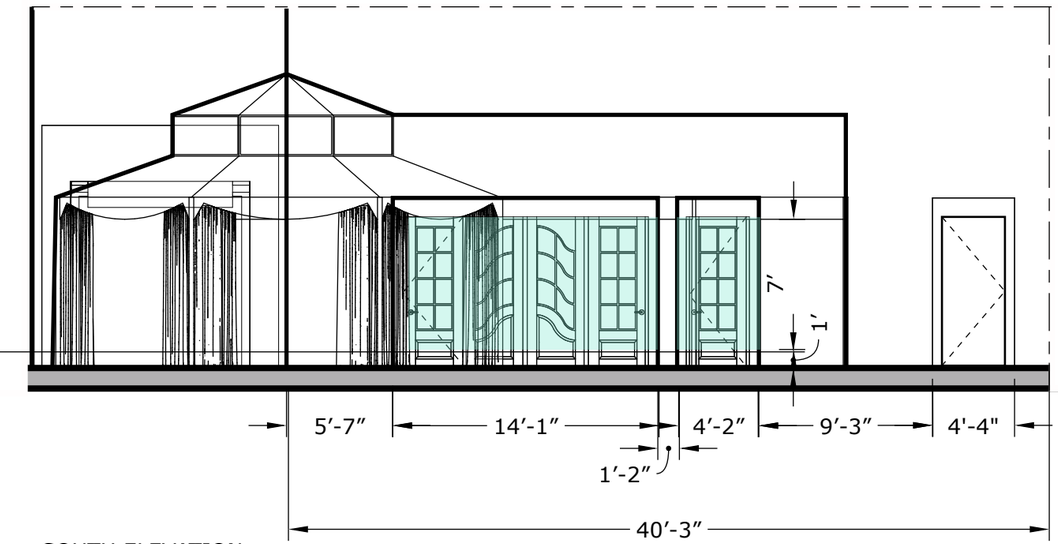
310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: ALL EXISTING LIGHTING AND EXTERIOR BUILDING FINISHES TO REMAIN WITH THE EXCEPTION OF NEW SIGNAGE FOR NEW TENANT AND REMOVAL OF EISENGLASS ENCLOSURE PER AMENDED CITY ORDINANCE.

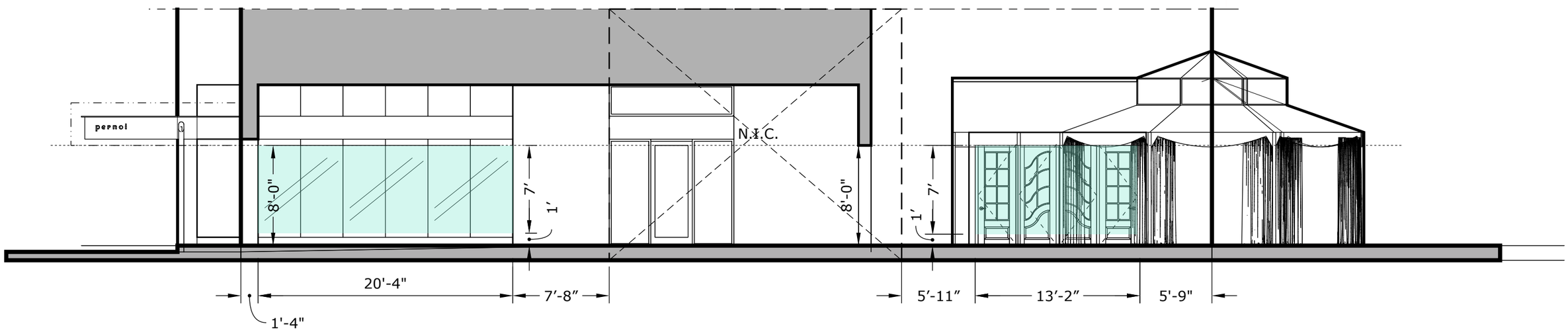
KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



NORTH ELEVATION
GLAZING CALCULATION: 93% OF BUILDING FACADE (IN CONTRACT, 37.4' OF 40.2' L/FT. CONTAINS GLAZING



SOUTH ELEVATION
GLAZING CALCULATION: 45.3% OF BUILDING FACADE (IN CONTRACT, 18.26' OF 40.25' L/FT. CONTAINS GLAZING)



WEST ELEVATION
GLAZING CALCULATION: 72% OF BUILDING FACADE (IN CONTRACT, 33.5' of 46.4' L/FT CONTAINS GLAZING)

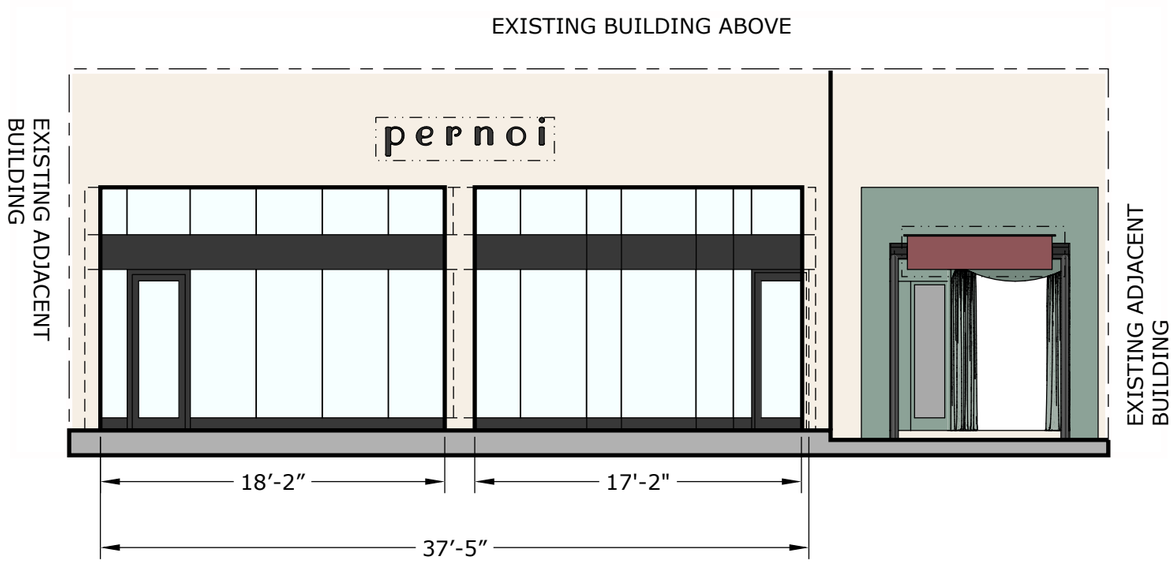
PERNOI - GLAZING CALCULATIONS

A	005	*scale: 1/8"=1'*

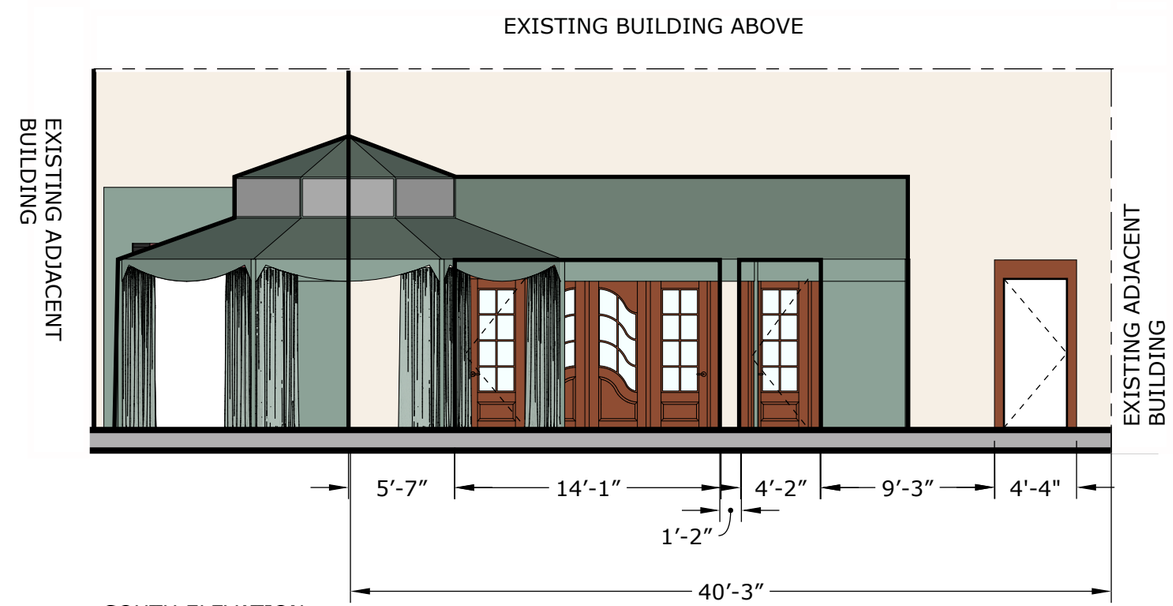
310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: GLAZING CALCULATED BY LINEAL FOOT IN LEASABLE SPACE, FROM 1' TO 8' (DEMARCATION LINE NOTATED PER CITY CODE)

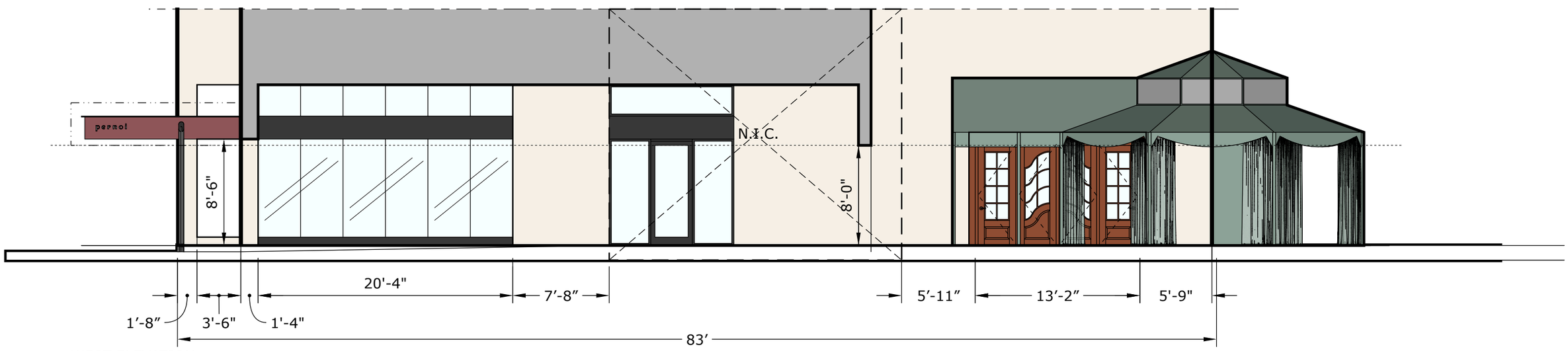
KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY



NORTH ELEVATION
(BUILDING SIGNAGE AND CANOPY SIGNAGE/RECLAD, EXISTING BUILDING FINISHES AND LIGHTING TO REMAIN)

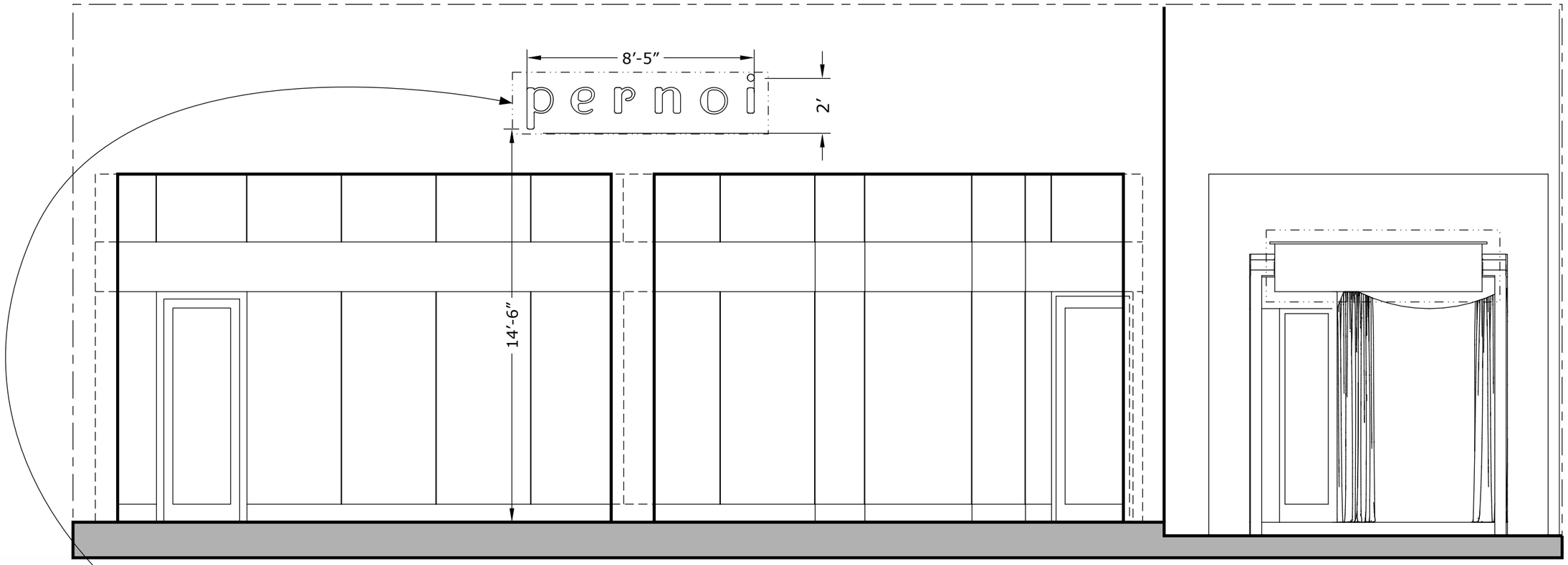


SOUTH ELEVATION
(EXISTING TO REMAIN)

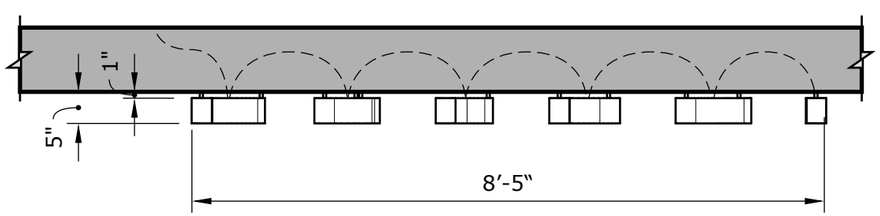


WEST ELEVATION
(CANOPY SIGNAGE TO CHANGE, BUILDING ELEVATION TO REMAIN)

COLOR ELEVATIONS: EXTERIOR

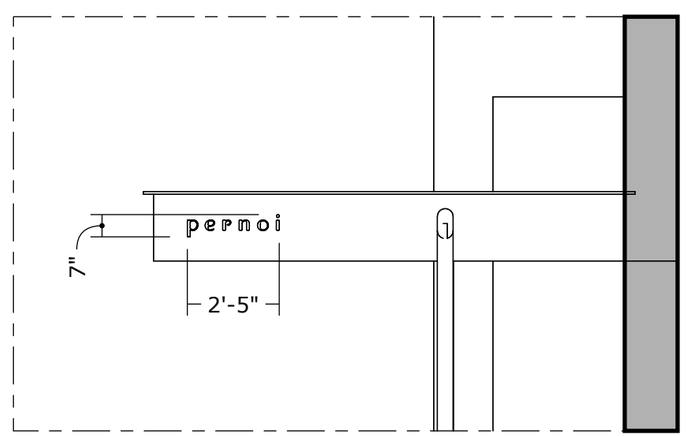


BUILDING SIGN: PIN-MOUNTED INDIVIDUAL CHANNEL LETTERS WITH HALO/BACKLIT LED ILLUMINATION (3000K). BLACK ANODIZED ALUMINUM FINISH WITH 1” STAND-OFF, ELECTRICAL TO BE RAN TO INDIVIDUAL LETTERS, NO EXTERIOR ELECTRICAL RACEWAY.

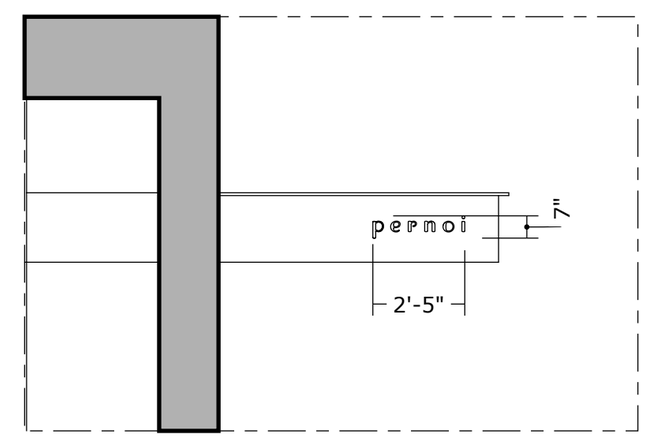


BUILDING SIGN PROTRUSION / TOP VIEW WITH DIMENSIONS

WEST ELEVATION



EAST ELEVATION



PERNOI - SIGNAGE DIMENSIONS

A	004

scale: 1/4"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: NEW BUILDING SIGNAGE AREA: 16.8 Sq.Ft
AWNING SIGNAGE REPLACEMENT (EAST & WEST SIDES ONLY): 2.81 Sq.Ft. (1.4 sq.ft per side)
TOTAL SIGNAGE SQUARE FOOTAGE: 19.61 Sq.Ft.

AWNING SIGN TO BE REPLACED WITH BACKLIT PUSH-THROUGH FROSTED ACRYLIC LETTERS ON PAINTED METAL PANEL TO MATCH AWNING RE-CLAD MATERIAL. BACKLIGHT IN LED, 3000K COLOR TEMPERATURE.

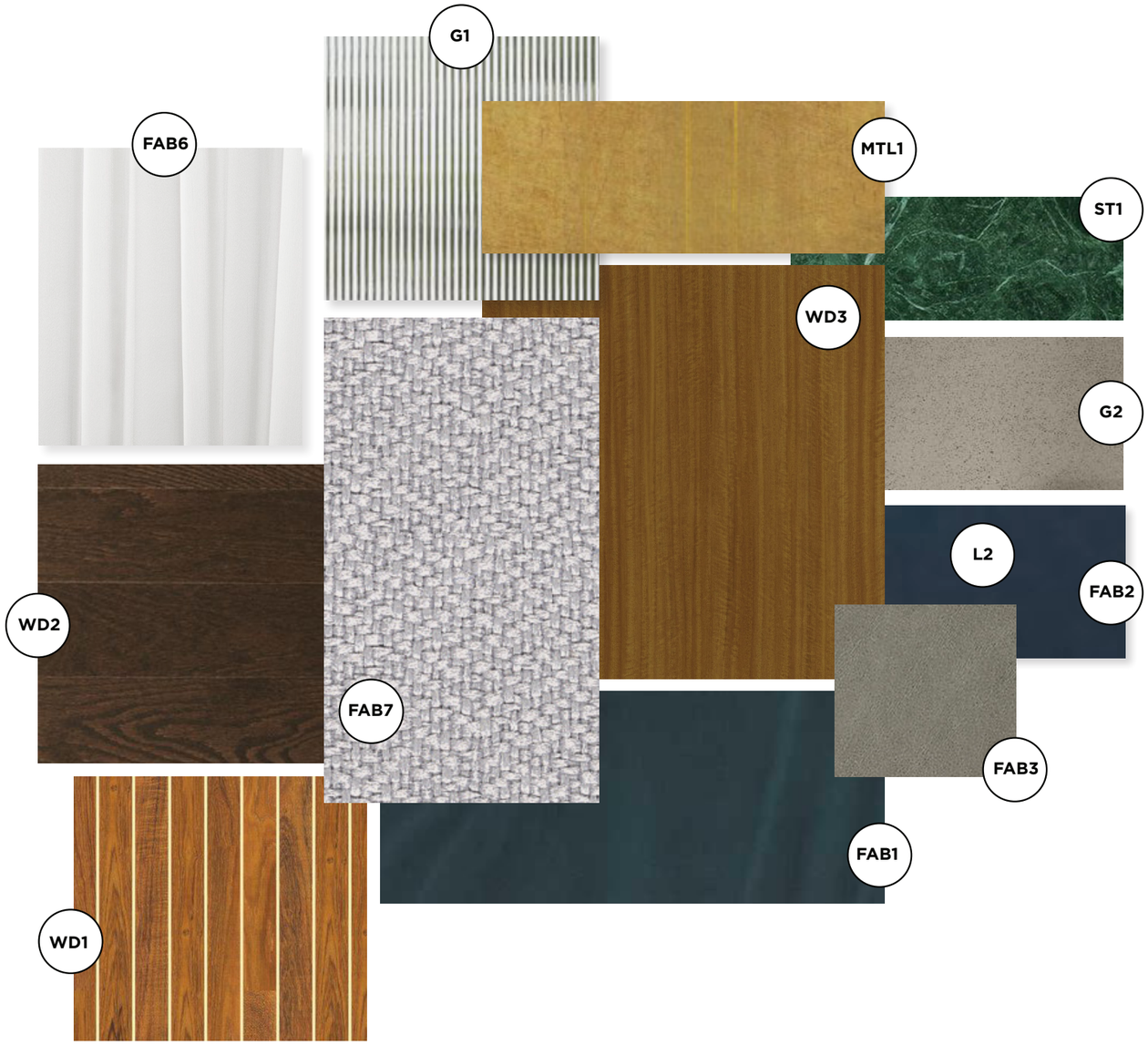
MAPLE/SIGNAGE ELEVATION - NTS

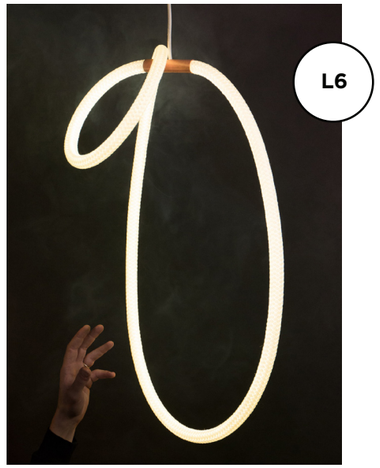
BAR ROOM

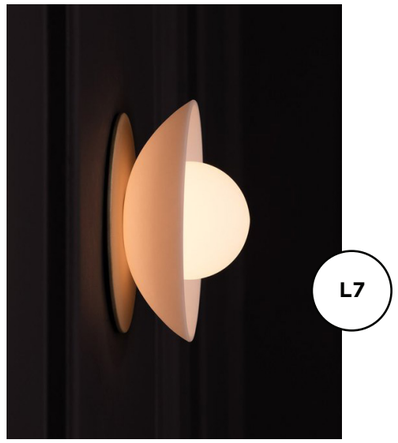
VIA DINING ROOM

MAPLE DINING ROOM

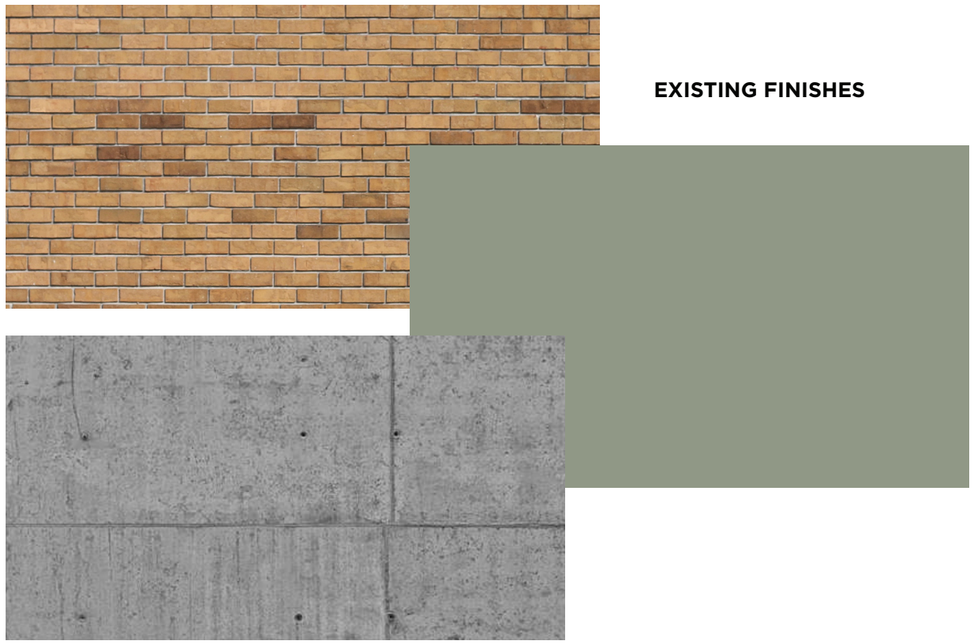
KITCHEN PROCESSION : ELEVATIONS







INTERIOR FINISHES, LIGHTING, AND FURNITURE



EXISTING FINISHES

ALL EXTERIOR FINISHES TO REMAIN, IMAGES OF FINISHES FOR REFERENCE

EXTERIOR EXISTING FINISHES AND NEW FURNITURE

MATERIALS & FINISHES

CODE	MFG	PRODUCT	FINISH	LOCATION	INSTALL/NOTES
MTL1	N/A	AGED BRASS	UNLACQUERED	METAL TRIM & MILLWORK ELEMENTS	1/2" BRASS SQUARE TUBE FOR MILLWORK STRUCTURES, BRASS SHEET FOR TRIM AND/OR MILLWORK ELEMENTS
MTL2	BANKER WIRE	M22-22	BRONZE, BZ, SECONDARY PATINA FINISH	MILLWORK PARTITIONS, WINE RACKS	INFILL PANELS FOR PARTITION AND WINE RACK DETAILS
G1	N/A	FLUTED GLASS	CLEAR, FLUTED	MILLWORK PARTITIONS	INFILL PANELS FOR PARTITION
G2	N/A	ANTIQUE MIRROR	BRONZE TINT	MAPLE DINING ROOM WALL MIRROR	
T1	IRIS FMG / MAXFINE	ARABESCATO	HONED	KITCHEN DOOR SURROUND/ MAPLE DINING WALLS	INSTALL FROM EXISTING CHAIR RAIL UP TO CEILING TRIM, SEE WALL ELEVATIONS.
T2	DESIGN AND DIRECT SOURCE	CLASSIC GLAZED PENNY TILE / PATINA COBALT	GLAZED	BATHROOM FLOORS	REPLACE EXISTING TILE
WD1	OAKWOOD VENEER	TEAK & HOLLY BOAT DECKING VENEER	LACQUERED / HIGH GLOSS	CEILING PANELS / INFILL FOR EXISTING HALL LIGHTING PANELS	
WD2	PROVIDED BY FLOORING CONTRACTOR, OAK BOARD FLOORING	WOOD FLOORING	TO MATCH EXISTING	MAPLE DINING ROOMS	REMOVE EXISTING TILE IN ANY ROOMS EXCEPT KITCHEN AND BATHROOMS AND REPLACE WITH MATCHING WOOD
WD3	CHERRY WOOD BOARD	WALL PANELS/ MILLWORK	TO MATCH EXISTING	ALL NEW MILLWORK TO MATCH EXISTING WALL PANELING	
FAB1	SCHUMACHER	PERFORMANCE VELVET / SEAGLASS 70487		BANQUETTE	
FAB2	RESTORATION HARDWARE			CH1	MFG FINISH
FAB3	GUBI	BEETLE DINING CHAIR w/ CONIC LEGS	GREEN VELVET WITH WHITE PIPING, BRASS LEGS	GENERAL DINING CHAIR (CH03)	MFG FINISH
FAB4	FRANCE AND SON	PLATNER CHAIR	BLACK/GOLD	GENERAL DINING CHAIR (CH03)	MFG FINISH
FAB5	SCHUMACHER	MORROW / INDIGO 73372		CURTAIN VALANCES IN BAR DINING ROOM	PADDED/UPHOULSTERED CURTAIN VALANCE, SEE ELEVATION
FAB6	TBD	WHITE LINEN/SHEER	WHITE	CURTAINS	ALL CURTAIN PANELS FOR MAPLE DINING ROOM AND BAR ROOM
FAB7	CAMIRA	LUCIA PANEL FABRIC	COLOR: RUM	WALL PANELS	RE-WRAP EXISTING ACOUSTIC PANELS IN BAR ROOM
FAB8	SUNBRELLA	SUNBRELLA SHADE COLLECTION - 100% ACRYLIC OUTDOOR AWNING FABRIC	COLOR: BLACK CHERRY 4640-0000	EXISTING AWNING RECLADDING	EAST AND WEST SIDES TO RECEIVE SCREEN-PRINTED LOGO SIGNAGE, NOT TO EXCEED EXISTING SIGN DIMENSIONS
CPT2	TBD	WALK-OFF MAT	NAVY BLUE	ENTRY HALL/ KITCHEN CORRIDOR	CUSTOM MAT, BY FLOORING CONTRACTOR

CODE	MFG	PRODUCT	FINISH	LOCATION	INSTALL/NOTES
PL1	LUMASITE	IVORY SOS 02146	GLOSS	INFILL PANELS IN HALLWAY CEILING DROP	
ST1	EXISTING MARBLE			BAR/COUNTER LEDGES	
P1	PORTOLA PAINTS	LIMEWASH PAINT: 'WINGS'	MATTE WITH SEALANT	SHEET A-007	TWO COATS OF BRUSH APPLIED PAINT, SEALED WITH MANUFACTURER SEALANT FOR WASHABLE FINISH
P2	PORTOLA PAINTS	LIMEWASH PAINT: 'EMERSON'	MATTE WITH SEALANT	SHEET A-007	TWO - THREE COATS OF BRUSH APPLIED PAINT, SEALED WITH MANUFACTURER SEALANT FOR WASHABLE FINISH
P3	SHERWIN WILLIAMS	SW 7008 - ALABASTER	SEMI GLOSS	WOMEN'S ROOM (SHEET A-007)	CEILING, WALLS, AND TRIM TO BE PAINTED IN P3 SEMI GLOSS
P4	SHERWIN WILLIAMS	SW 7602 - INDIGO BATIK	SEMI GLOSS	MEN'S ROOM (SHEET A-007)	CEILING, WALLS, AND TRIM TO BE PAINTED P4 IN SEMI-GLOSS FINISH

SPECIFICATIONS

FURNITURE (INDOOR & OUTDOOR)

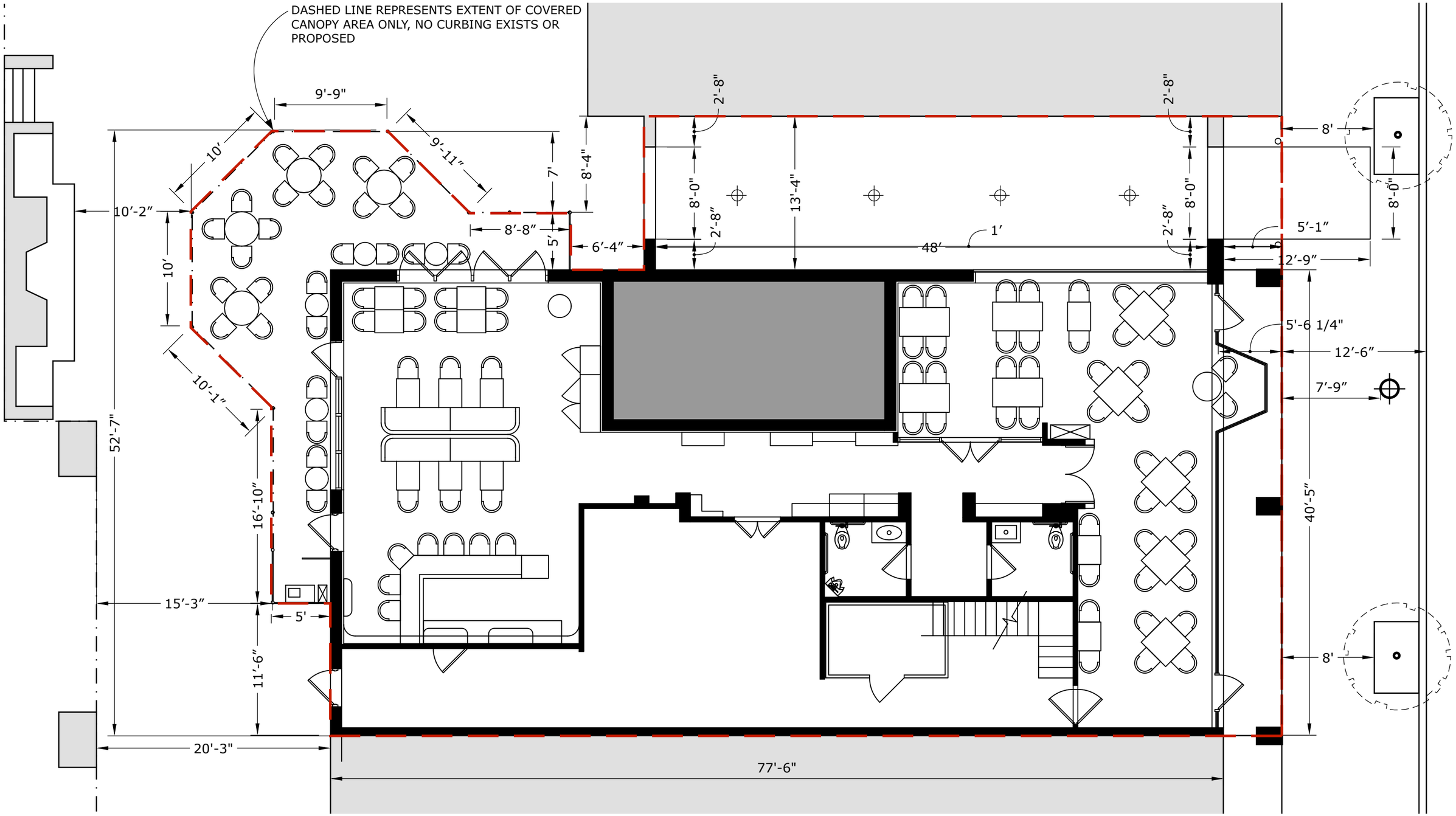
CODE	MFG / PRODUCT		LOCATION	FINISH	QTY
CH2	CALLIGARIS, FIFTIES DINING CHAIR		BAR ROOM' DINING	INDIGO VELVET SEAT/BACK, MATTE BLACK FRAME	14
CH3	KNOLL, BRNO FLAT BAR DINING CHAIR		MAPLE & VIA DINING ROOM	ACQUA LEATHER, COTES D'AZURE SEAT/BACK, POLISHED CHROME FRAME	48
CH1	RESTORATION HARDWARE, WEXLER BARREL BACK LEATHER BAR STOOL		BAR STOOL	AGED BRASS/ ITALIAN VENETO LEATHER, CAMEL	7
EXTERIOR DINING FURNITURE					
CH4	HARBOUR OUTDOOR, PACIFIC FOLDING CHAIR		PATIO SEATING	NATURAL TEAK/ BATYLINE WHITE	30
TAB1	CB2, WATERMARK OUTDOOR CAFE TABLE		PATIO CAFE TABLES (2-TOPS)	BRASS	5
TAB2	ROYAL BOTANIA		PATIO DINING TABLES (4-TOPS)	STAINLESS ELECTROPOLISH ED/ TEAK TOP	4

LIGHTING

CODE	MFG	PRODUCT NAME	MATERIAL/ PERFORMANCE	LOCATION	QTY	PRICE/TOTAL
L1	LEE BROOM	MINI CRESCENT PENDANT 7.875" dia.	OPAQUE ACRYLIC / BRUSHED BRASS / LED DIMMABLE	BAR DINING ROOM	6	$960 / $5760
L2	LEE BROOM	CRESCENT PENDANT (LARGE) 15" dia	OPAQUE ACRYLIC / BRUSHED BRASS / LED DIMMABLE	MAPLE DINING ROOM	12	$1965 / $23,580
L3	TBD	LINEAR LED STRIP	DIMMABLE 300K, LENSED	CURTAIN VALANCE, MAPLE DINING ROOM	APPROX. 65 L/FT	TBD
L4	GUBI	MULTI-LIGHT PENDANT	POLISHED BRASS / LED LAMP, 2700K	CORRIDOR	5	$1050 ($735 NET)/ $3675
L5	VIBE	DWELED 37" PICTURE LIGHT	CHROME / PLUG IN	CORRIDOR	4	$349 / $1396
L6	LUKE LAMP CO	AURA PENDANT	LED STRIP/ NYLON/ ANTIQUE BRASS	ALLEY DINING ROOM/ GLASS ALCOVE	2	$1259 / $2518
L7	ALLIED MAKER	MINI DOME	STONEWASHED BRASS / MATTE WHITE / OPAL GLOBE	NEW HEADER AT BAR	3	$720 / $2160
L8	JUNO	T382L VERTICAL CYLINDER TRACK HEAD	BLACK, 3000K TEMPERATURE, DIMMABLE	GENERAL LIGHTING	+/- 25	

SPECIFICATIONS

thank you



PERNOI - SITE PLAN

A 006 *scale: 1/8"=1'*

310 E. MAPLE ST
BIRMINGHAM, MI
48009

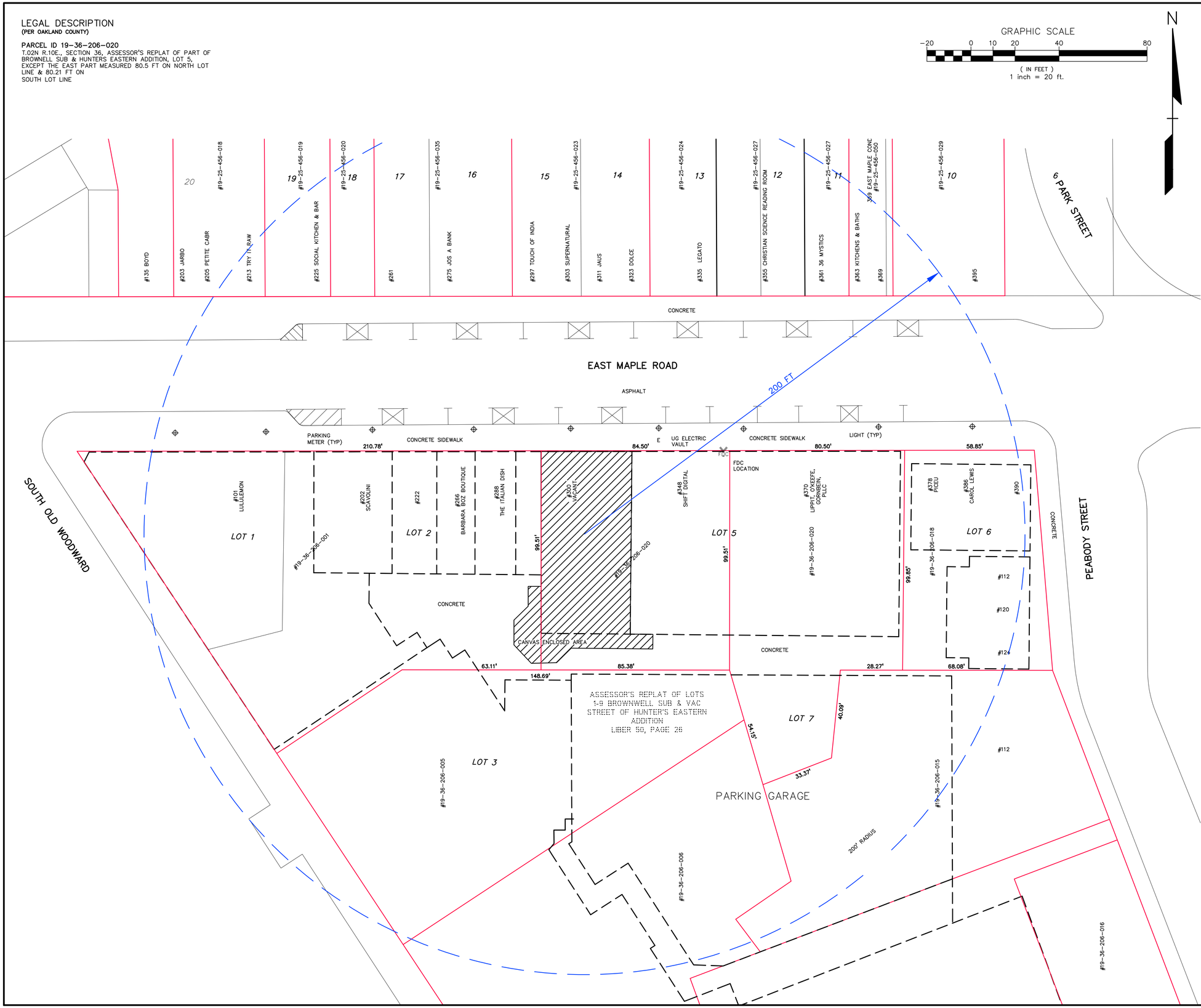
NOTES: NO CHANGES TO EXTERIOR AREAS, ALL EXISTING LIGHTING, SIDEWALKS, AND VIA ELEMENTS TO REMAIN AS-IS. PATIO CANOPY TO REMAIN WITH THE REMOVAL OF ENCLOSURE SYSTEMS ONLY.

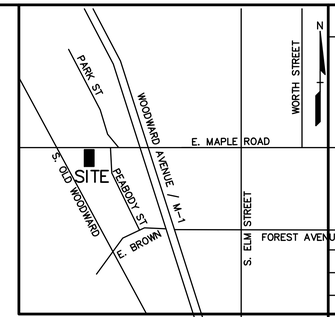
KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

PROPERTY LINE & LEASED AREA

LEGAL DESCRIPTION
(PER OAKLAND COUNTY)

PARCEL ID 19-36-206-020
T.02N R.10E., SECTION 36, ASSESSOR'S REPLAT OF PART OF BROWNELL SUB & HUNTERS EASTERN ADDITION, LOT 5, EXCEPT THE EAST PART MEASURED 80.5 FT ON NORTH LOT LINE & 80.21 FT ON SOUTH LOT LINE





LOCATION MAP – NOT TO SCALE

LEGEND

- BUILDING/INTERIOR SPACE
- PARCEL LINE
- CONC. — CONCRETE
- ASPH. — ASPHALT

NOTE:

No site construction, alterations or repairs are proposed.

The site is zoned B-4 Business-Residential and D-4 Overlay

No.	BY	Chk.	DESCRIPTION	DATE

REVISIONS

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. CONTRACTOR IS ONLY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

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29410 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48034

SURVEY PLAN
310 EAST MAPLE ROAD
PART OF THE NE¼ OF SECTION 36, T.02N., R.10 E.
CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

DES.	DN.	CHK.	SUR.	P.M.
XXX	GWC	XXX	XXX	JPB

G:\PROJECTS\2019\2019-113 310 EAST MAPLE RD\--SPS SURVEY--\SDP\1\2019\2019-113 SP1 R1-A1.dwg

ORIGINAL ISSUE DATE:
APRIL 11, 2019

PEA JOB NO. 2019-113

SCALE: 1" = 20'

DRAWING NUMBER:
1

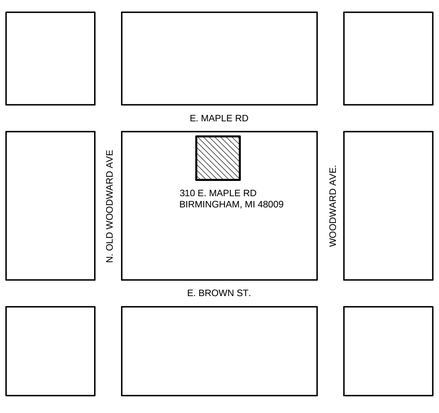
PERNOI RESTAURANT

INTERIOR ALTERATIONS

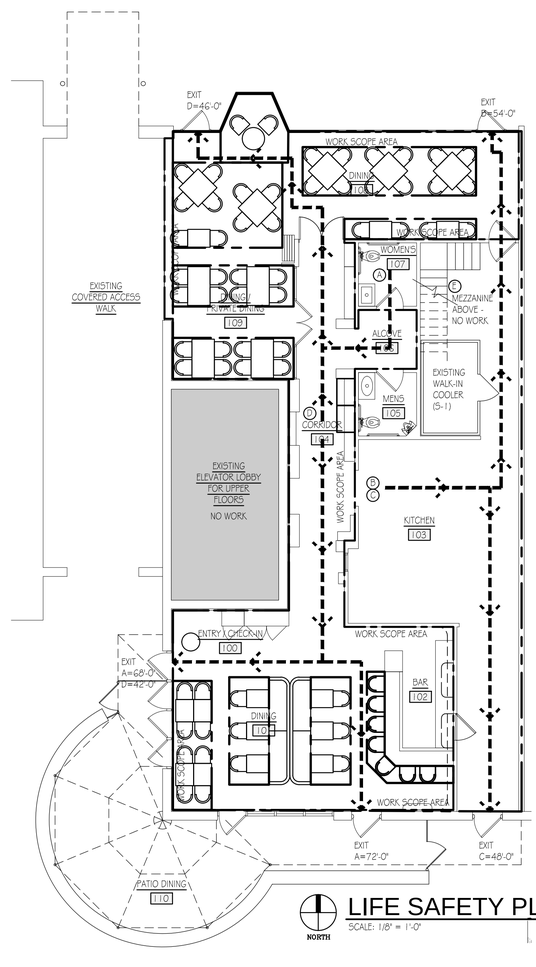
310 E. Maple Rd
Birmingham, MI 48009

DRAWING INDEX:

COVER SHEET, LIFE SAFETY PLAN, CODE ANALYSIS
A-010 GENERAL INFORMATION
A-100 DEMOLITION FLOOR & CEILING PLANS
A-200 FLOOR PLAN & REFLECTED CEILING PLAN



LOCATION MAP
NOT TO SCALE
NORTH



NORTH

LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"

PROJECT: PERNOI RESTAURANT INTERIOR ALTERATIONS
ADDRESS: 310 E. MAPLE RD, BIRMINGHAM, MI 48009

REFERENCE CODES:

REHABILITATION:	2015 MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS
BUILDING:	2015 MICHIGAN BUILDING CODE
MECHANICAL:	2015 MICHIGAN MECHANICAL CODE
PLUMBING:	2015 MICHIGAN PLUMBING CODE
ELECTRICAL:	2014 NATIONAL ELECTRICAL CODE W/PART 8 STATE ADMENDMENTS
ACCESSIBILITY:	CC A117.1-2009 AND ADA
ENERGY:	2015 MICHIGAN UNIFORM ENERGY CODE

DESIGNER OF RECORD:

DESIGNER	NAME	LICENSE #	TELEPHONE #
ARCHITECTURAL	John J. Tagle	1301026286	(248) 641-0400
ELECTRICAL	DESIGN BUILD		
PLUMBING	DESIGN BUILD		
MECHANICAL	DESIGN BUILD		

MICHIGAN REHABILITATION CODE

SECTION 301	GENERAL	COMPLIES WITH WORK AREA METHOD FOR ALTERATIONS
SECTION 301.1.1	COMPLIANCE METHOD:	WORK AREA COMPLIANCE
SECTION 503.1	SCOPE:	ALTERATIONS COMPLY WITH CHAPTER 7

ALTERATIONS - LEVEL 1:

SECTION 701.2	CONFORMANCE:	COMPLIES WITH CHAPTER 7 & MBC
703.1	FIRE PROTECTION	WORK SCOPE AREA FULLY SPRINKLERED
704.1	MEANS OF EGRESS:	EXISTING LEVEL OF PROTECTION TO BE MAINTAINED
705.1	ACCESSIBILITY:	EXISTING LEVEL OF ACCESSIBILITY TO BE MAINTAINED

MICHIGAN BUILDING CODE
GENERAL BUILDING DATA:

SECTION 304.1	USE GROUP:	A-2 ASSEMBLY (WITH ACCESSORY OCCUPANCIES: S-1 & B)
SECTION 602	CONSTRUCTION TYPE:	TYPE IIB (ASSUMED)
TABLE 1004.1.2	OCCUPANT LOAD:	EXISTING OCCUPANCY TO REMAIN = 104

CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS

TABLE 506.2 BUILDING AREA:	ALLOWABLE =	28,500 S.F.
	EXISTING OVERALL =	2,645 S.F.
	WORK SCOPE AREA =	1,725 S.F.

SECTION 508 MIXED USE AND OCCUPANCY SEPARATED: NO

CHAPTER 8 - INTERIOR FINISHES

TABLE 803.11 - INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY

GROUP	SPRINKLERED
INTERIOR STAIRWAY	CLASS - B
CORRIDORS	CLASS - B
ROOMS / SPACES	CLASS - C

SECTION 804.4.1 - INTERIOR FLOOR FINISH REQUIREMENTS - TEST REQUIREMENT SHALL COMPLY WITH DOC FF-1 (PILL TEST)

CHAPTER 9 - FIRE PROTECTION SYSTEMS

SECTION 903.1	FIRE PROTECTION SYSTEM:	FULL AUTOMATIC SPRINKLER SYSTEM
SECTION 903.2	WHERE REQUIRED:	A-2, YES
SECTION 904.1	ALT. FIRE-EXTINGUSHING SYSTEM:	NO
SECTION 906.1	PORTABLE FIRE EXTINGUISHERS	YES
SECTION 903.1	WHERE REQUIRED:	USE GROUP A

TABLE 906.3(1) PORTABLE FIRE EXTINGUISHERS: CLASS XX

CONDITION	LIGHT HAZARD	ORDINARY HAZARD	EXTRA HAZARD
MINIMUM RATED	2-A or NA	2-A or NA	4-A or NA
MAX. FLOOR AREA/UNIT OF A	3,000 S.F. or NA	1,500 S.F. or NA	1,000 S.F. or NA
MAX. FLOOR AREA FOR EXTINGUISHER	11,250 S.F. or NA	11,250 S.F. or NA	11,250 S.F. or NA
MAX. TRAVEL DISTANCE TO EXTINGUISHER	75' or NA	75' or NA	75' or NA

SECTION 906.3.2	CLASS B FIRE HAZARDS:	LOW, MODERATE or HIGH HAZARD BASIC MINIMUM RATING - XX-B MAXIMUM TRAVEL DISTANCE TO EXTINGUISHER - XX'
SECTION 907.1	FIRE ALARM & DETECTION SYSTEM:	YES (EXISTING)
SECTION 907.4.2	MANUAL FIRE ALARM (PULL) BOXES:	YES (EXISTING)
SECTION 907.4.2.1	LOCATIONS:	REQUIRED AT EACH EXIT MAX. ALLOW. DISTANCE BETWEEN BOXES: 200'
SECTION 907.4.3	AUTOMATIC SMOKE DETECTION:	YES (EXISTING)

CHAPTER 10 - MEANS OF EGRESS

SECTION 1004.1	DESIGN OCCUPANT LOAD:	EXISTING = 104 OCCUPANTS
SECTION 1005.3 1005.3.1	EGRESS WIDTH PER OCCUPANT SERVED STAIRWAYS	0.3 INCHES PER OCCUPANT = 32.4" MIN. EXISTING = 36"
1005.3.2	OTHER EGRESS COMPONENTS	0.2 INCHES PER OCCUPANT = 21.6" MIN.
SECTION 1006.1	EXIT AND EXIT ACCESS DOORWAYS	REQUIRED: 2 MINIMUM ACTUAL PROVIDED: 5
TABLE 1006.2.1	COMMON PATH OF EGRESS TRAVEL:	SPRINKLERED (YES) = 75'-0" MAX. ACTUAL = 12'-0"
TABLE 1006.2.1	SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY	OCCUPANT LOAD - 49 MAX. = 2 EXITS MIN. 4 EXITS PROVIDED
SECTION 1007.1.1	EXIT ACCESS DOOR PLACEMENT:	MIN. SEPARATION, DIAG. DIST. 1/2 OF SPACE - OK
SECTION 1009.1	ACCESSIBLE MEANS OF EGRESS:	YES
SECTION 1010.1 1010.1.1	MEANS OF EGRESS DOORS SIZE OF DOORS:	32" MIN. CLEAR WIDTH - OK 48" MAX. DOOR WIDTH
1010.1.5	FLOOR ELEVATION:	LEVEL FLOOR/LANDING ON EA. SIDE OF DOOR
1010.1.6	LANDINGS AT DOORS:	MIN. WIDTH EQUAL TO DOOR OR STAIR. 44" MIN. LENGTH IN DIRECTION OF TRAVEL
1010.1.7	THRESHOLDS:	1/2" MAX. HGT. A.F.F WITH BEVELED EDGES
SECTION 1016.2	EGRESS THRU INTERVENING SPACES:	NO
TABLE 1017.2	EXIT ACCESS TRAVEL DISTANCE:	MAX. ALLOWED: 250'-00" ACTUAL: 68'-0" MAX.
TABLE 1020.1	CORRIDOR RATING:	0 HR (WITH SPRINKLER SYSTEM)
TABLE 1020.2	MIN. CORRIDOR WIDTH:	44" REQUIRED / 48" MIN. ACTUAL
SECTION 1020.4	DEAD END CORRIDOR:	20'-0" MAX. = NA
SECTION 1029.7	TRAVEL DISTANCE FOR EXITS & AISLES:	250'-00" MAX. (WITH SPRINKLER SYSTEM)
SECTION 1029.9.1.4	MINIMUM AISLE WIDTH:	36" EXCEPTION 1

CHAPTER 11 - ACCESSIBILITY

SECTION 1104.1	SITE ARRIVAL POINTS:	EXISTING
SECTION 1104.3	CONNECTED SPACES:	NO - EXCEPTION 1
1104.3.1	EMPLOYEE WORK AREAS:	YES
SECTION 1104.4	MULTI-LEVEL BLDG'S & FACILITIES:	1 MIN., 0 PROVIDED - EXCEPTION 1.1.1 & 1.1.2
SECTION 1105.1	PUBLIC ENTRANCES:	60% REQ'D., 75% PROVIDED
TABLE 1106.1	ACCESSIBLE PARKING SPACES:	EXISTING CITY PARKING
TABLE 1108.2.9.1	DINING SURFACES	5% OF DINING SURFACES OR (1) MIN.
SECTION 1109.2	TOILET FACILITIES:	EXISTING TOILET ROOMS

MICHIGAN PLUMBING CODE

PLUMBING FIXTURES:

TABLE 403.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES:

WATER CLOSETS:	REQUIRED:	1 MALE, 1 FEMALE
	ACTUAL PROVIDED:	2 MALE (1 WC/ 1 URINAL) 1 FEMALE
LAVATORIES:	REQUIRED:	1 MALE, 1 FEMALE
	ACTUAL PROVIDED:	1 MALE 1 FEMALE
DRINKING FOUNTAINS:	REQUIRED:	0 (SECTION 410.4)
	ACTUAL PROVIDED:	0

403.1.1	FIXTURE CALCULATIONS: 50% MEN, 50% WOMEN:	YES - OCCUPANT LOAD= 104 (52 M/ 52 W)
403.3.3	TRAVEL DISTANCE TO RESTROOMS:	MAX. ALLOWED: 500'-0" ACTUAL: 115'-0" AT FURTHEST POINT FROM PATIO DINING

JTAI

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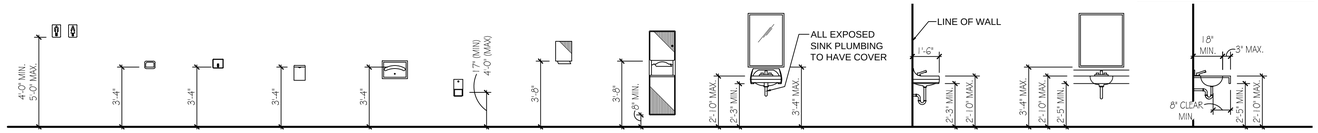
72 HOURS (3 WORKING DAYS) BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 (TOLL FREE)

JTAI JOB NO.
18.20

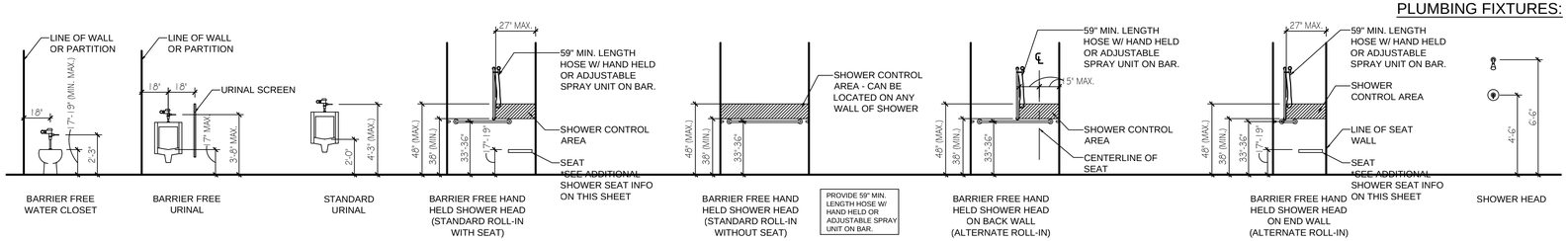
PERMITS
09/21/18

TOILET ACCESSORIES:



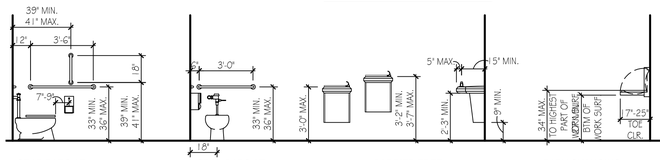
BARRIER FREE INTERIOR SIGNS | SOAP DISH | SOAP DISPENSER | SANITARY NAPKIN RECEPTACLE | SEAT COVER DISPENSER | BARRIER FREE TOILET PAPER HOLDER | PAPER TOWEL DISPENSER | PAPER TOWEL DISPENSER AND WASTE RECEPTACLE | BARRIER FREE LAVATORY AND MIRROR | BARRIER FREE LAVATORY | BARRIER FREE VANITY AND MIRROR | BARRIER FREE VANITY

PLUMBING FIXTURES:



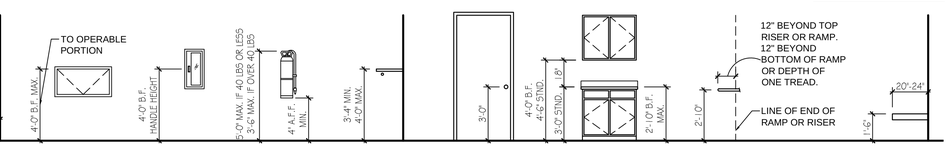
BARRIER FREE WATER CLOSET | BARRIER FREE URINAL | STANDARD URINAL | BARRIER FREE HAND HELD SHOWER HEAD (STANDARD ROLL-IN WITH SEAT) | BARRIER FREE HAND HELD SHOWER HEAD (STANDARD ROLL-IN WITHOUT SEAT) | BARRIER FREE HAND HELD SHOWER HEAD ON BACK WALL (ALTERNATE ROLL-IN) | BARRIER FREE HAND HELD SHOWER HEAD ON END WALL (ALTERNATE ROLL-IN) | SHOWER HEAD

PLUMBING FIXTURES:



GRAB BARS AT SIDE WALL | GRAB BARS AT BACK WALL | BARRIER FREE DRINKING FOUNTAIN | BABY CHANGING STATION

GENERAL ITEMS:

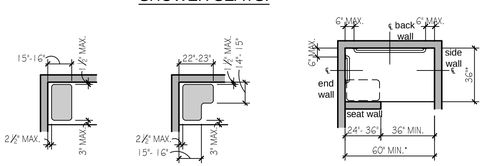


BABY CHANGING STATION (MAX. REACH) | FIRE EXTINGUISHER CABINET | FIRE EXTINGUISHER ON BRACKET | COAT ROD AND SHELF | DOOR HARDWARE KNOB OR LEVER (B.F.) | CABINETS & COUNTER TOPS | HANDRAILS | CHANGING ROOM BENCH

ABBREVIATIONS:

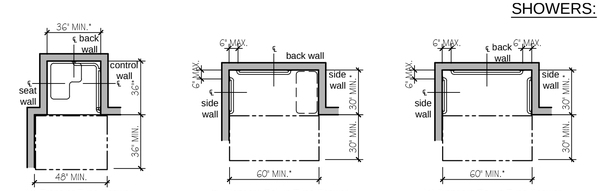
ABV.	ABOVE	LAM.	LAMINATE
A/C	AIR CONDITIONING	LAV.	LAVATORY
ACT	ACOUSTICAL CEILING TILE	L.P.	LOW POINT OR LIGHTING PANEL
ADD	ADDENDUM OR ADDITIONAL	LT	LIGHT
A.F.F.	ABOVE FINISHED FLOOR	LTG	LIGHTING
ALUM.	ALUMINUM	MATL.	MATERIAL
ALT.	ALTERNATE	MAX.	MAXIMUM
ANOD.	ANODIZED	MECH	MECHANICAL
APA	AMERICAN PLYWOOD ASSOCIATION	MFR	MANUFACTURE(R)
ARCH	ARCHITECT(URAL)	MIN.	MINIMUM
ASPH	ASPHALT	M.O.	MASONRY OPENING
@	AT	MTD.	MOUNTED
BD.	BOARD	MTG.	MOUNTING
BRG.	BEARING	MTL.	METAL
B.F.	BARRIER FREE	N.A.	NOT APPLICABLE
BLDG	BUILDING	N.I.C.	NOT IN CONTRACT
BM.	BEAM	NOM.	NOMINAL
B.O.	BOTTOM OF	N.T.S.	NOT TO SCALE
B.PL	BASE PLATE OR BEARING PLATE	O.C.	ON CENTER(S)
CAB.	CABINET	O.D.	OUTSIDE DIMENSION/ DIAMETER
C.B.	CATCH BASIN	OPNG.	OPENING
CJ	CONTROL JOINT	OPP. HND.	OPPOSITE HAND
CLG.	CEILING	PL.	PLATE
CMU	CONCRETE MASONRY UNIT	P. LAM	PLASTIC LAMINATE
COL.	COLUMN	PLWD.	PLYWOOD
CONT.	CONTINUOUS OR CONTINUE	PTD.	PAINTED
CPT.	CARPET	R	RISER
COORD.	COORDINATE	RA	RETURN AIR
CONC.	CONCRETE	RAD.	RADIUS
CORR	CORRIDOR OR CORRUGATED	RD	ROOF DRAIN
DET.	DETAIL	REC	RECESSED
D.F.	DRINKING FOUNTAIN	REF	REFRIGERATOR
DIA.	DIAMETER	REFL	REFLECT(ED), (IVE), (OR)
DIM.	DIMENSION	REINF	REINFORCE(D), (ING)
D/W	DISHWASHER	REQD.	REQUIRED
DWG	DRAWING	REV.	REVISED/ REVISION
EA	EACH	RM.	ROOM
E.J.	EXPANSION JOINT	R.O.	ROUGH OPENING
ELEC	ELECTRIC(AL)	RS	ROOF SUMP
E.P.	ELECTRICAL PANEL	SA	SUPPLY AIR
EQ.	EQUAL	SAN	SANITARY
EQUIP	EQUIPMENT	S.C.	SEALED CONCRETE
EWC	ELECTRIC WATER COOLER	SD	STORM DRAIN
EXIST.	EXISTING	S.F.	SQUARE FOOT/ FEET
EXT.	EXTERIOR	SHT.	SHEET
FD.	FLOOR DRAIN	SIM.	SIMILAR
FE.	FIRE EXTINGUISHER	SPK.	SPEAKER
FLR.	FLOOR	SS	SERVICE SINK
FLUOR.	FLUORESCENT	SSTL.	STAINLESS STEEL
FRT	FIRE-RETARDANT TREATED (WOOD)	STC	SOUND TRANSMISSION CLASS
FT	FEET / FOOT	STL.	STEEL
FTG.	FOOTING	SUSP	SUSPEND(ED)
GA	GAUGE	T	TREAD
GALV.	GALVANIZED	T & B	TOP & BOTTOM
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	T & G	TONGUE & GROOVE
GL	GLASS, GLAZING	T.O.	TOP OF
GYP. BD.	GYPSUM BOARD	TRANS	TRANSFORMER
H.C.	HANDICAPPED OR HOLLOW CORE	TYP.	TYPICAL
HM	HOLLOW METAL	U.N.O.	UNLESS NOTED OTHERWISE
H.P.	HIGH POINT	VB	VAPOR BARRIER
HT.	HEIGHT	VCT	VINYL COMPOSITION TILE
HVAC	HEATING/ VENTILATION/ AIR CONDITIONING	VEST.	VESTIBULE
HYD.	HYDRANT	VWC	VINYL WALL COVERING
I.D.	INSIDE DIMENSION/ DIAMETER	V.I.F.	VERIFY IN FIELD
IN.	INCH(ES)	W/	WITH
INCL	INCLUDE(D), (ING)	W/O	WITHOUT
INSUL.	INSULATION	WC	WATER CLOSET
INT	INTERIOR / INTERNAL	WD.	WOOD
J.B.	JUNCTION BOX	WH	WATER HEATER
J.C.	JANITOR CLOSET	WM	WATER MAIN
JST.	JOIST	WWF	WIRE WELDED FABRIC
JT	JOINT	WWM	WIRE WELDED MESH
KIT.	KITCHEN	YD	YARD

SHOWER SEATS:



(a) Retangular Shower Compartment Seat | (b) L-Shaped Shower Compartment Seat | (c) Alternate Roll-in-Type Shower Compartment (with seat) Size & Clearance

* Note: Inside finished dimensions measured at the center points of the opposing sides.

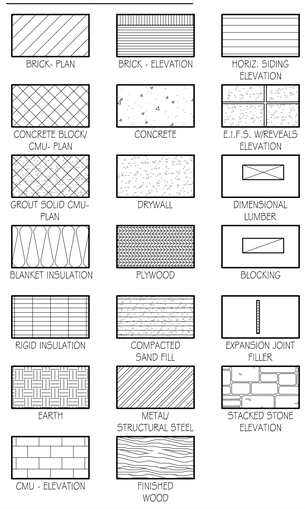


(d) Transfer-Type Shower Compartment Size & Clearance | (a) Standard Roll-in-Type Shower Compartment (with seat) Size & Clearance | (b) Standard Roll-in-Type Shower Compartment (without seat) Size & Clearance

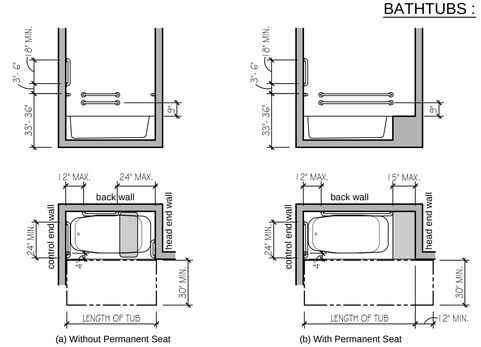
* Note: Inside finished dimensions measured at the center points of the opposing sides.

SHOWERS:

MATERIALS LEGEND:

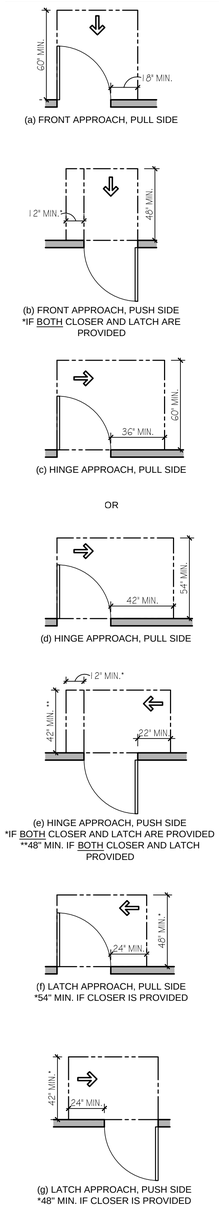


BATHTUBS :



(a) Without Permanent Seat | (b) With Permanent Seat

ACCESSIBLE ROUTES:



(a) FRONT APPROACH, PULL SIDE

(b) FRONT APPROACH, PUSH SIDE
*IF BOTH CLOSER AND LATCH ARE PROVIDED

(c) HINGE APPROACH, PULL SIDE

OR

(d) HINGE APPROACH, PULL SIDE

(e) HINGE APPROACH, PUSH SIDE
*IF BOTH CLOSER AND LATCH ARE PROVIDED
**48" MIN. IF BOTH CLOSER AND LATCH PROVIDED

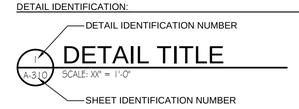
(f) LATCH APPROACH, PULL SIDE
*54" MIN. IF CLOSER IS PROVIDED

(g) LATCH APPROACH, PUSH SIDE
*48" MIN. IF CLOSER IS PROVIDED

REFERENCE SYMBOLS:

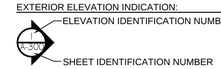
PLAN IDENTIFICATION:

DETAIL IDENTIFICATION:



SECTION LOCATION IDENTIFICATION:

EXTERIOR ELEVATION INDICATION:



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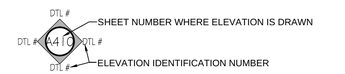
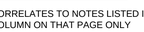


COLUMN INDICATION:

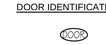
ROOM NAME & NUMBER:

WALL IDENTIFICATION TAG:

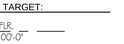
KEYNOTE TAG:



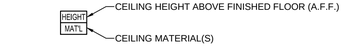
DOOR IDENTIFICATION TAG:



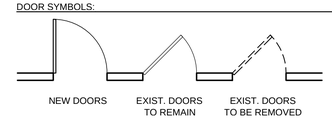
ELEVATION TARGET:



REFLECTED CEILING PLAN TAG:



DOOR SYMBOLS:



THIS SHEET IS INTENDED FOR GENERAL INFORMATION. NOT ALL DETAILS MAY BE APPLICABLE TO PROJECT

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JOHN TAGLE ASSOCIATES,INC.

ARCHITECTS & PLANNERS

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Fax: 248-641-0401
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PROJECT:

PERNOI RESTAURANT

INTERIOR ALTERATIONS

310 E. Maple Rd.
Birmingham, MI
48009

SHEET:

GENERAL INFORMATION

ISSUE / REVISION:

PERMIT SUBMITTAL	09/21/18

DRAWN BY:

CWP

REVIEWED BY:

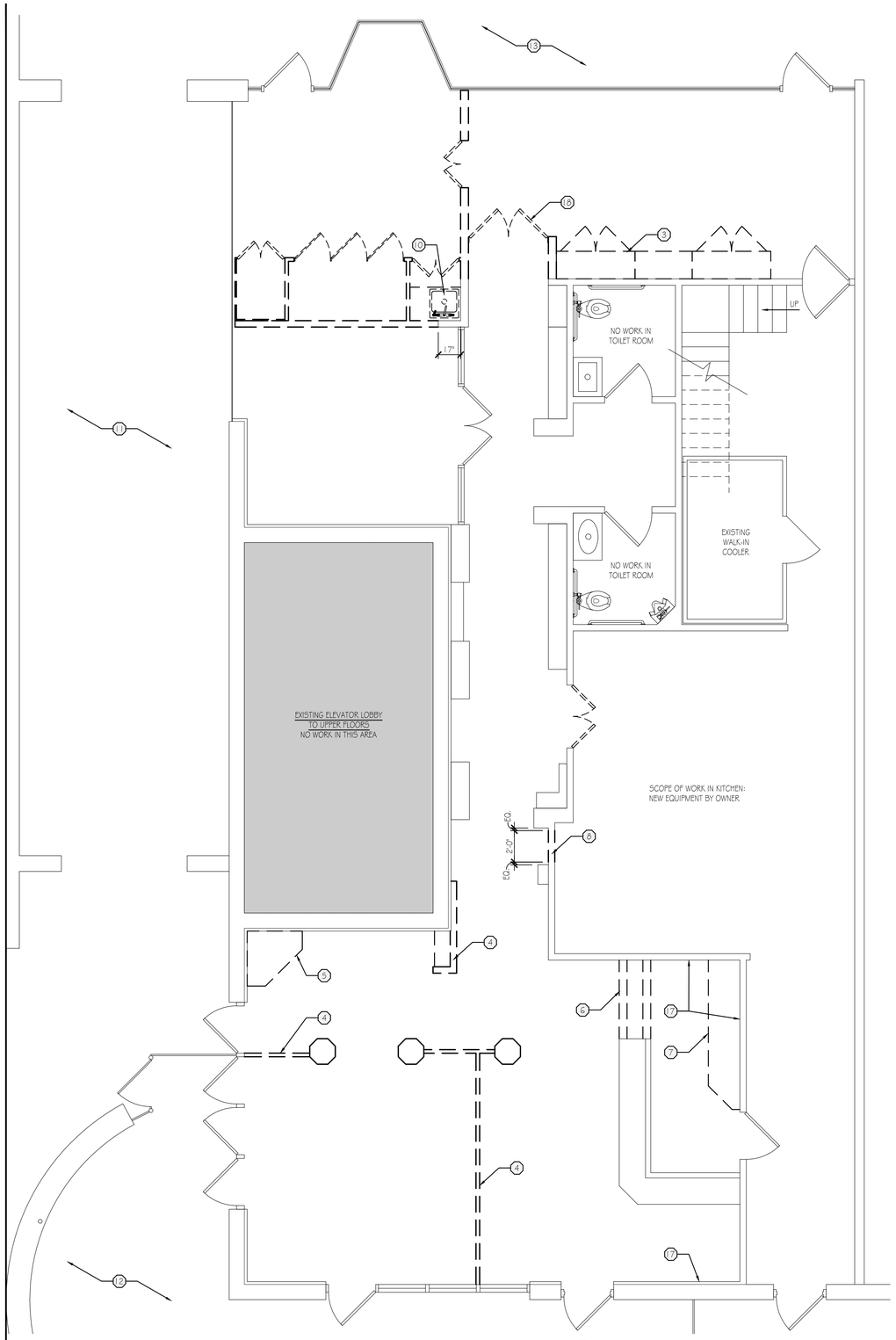
JT

JTAI FILE NO.

18.20

DRAWING NO.

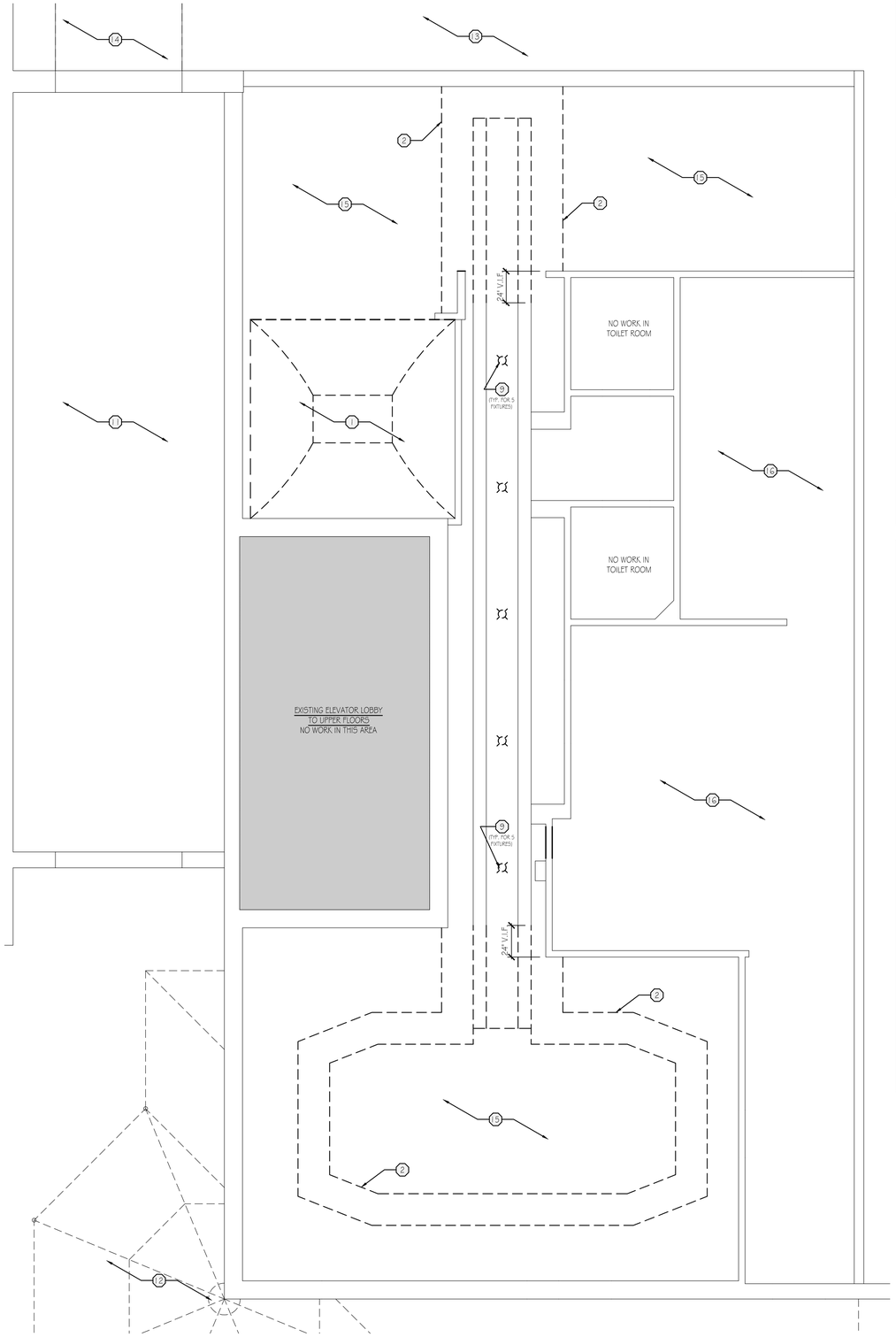
A-010



DEMOLITION FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH



DEMOLITION R.C. PLAN

SCALE: 1/4" = 1'-0"

NORTH

DEMOLITION NOTES:

1. CONTRACTOR SHALL NOTIFY ARCHITECT, PRIOR TO CONSTRUCTION OF AFFECTED AREAS, IF FIELD CONDITIONS VARY FROM WHAT IS INDICATED.
2. PROVIDE TEMPORARY BARRIERS / DUST PARTITIONS AS REQUIRED.
3. WHERE WALLS, FIXTURES, ETC. HAVE BEEN REMOVED PREPARE REMAINING CONSTRUCTION TO RECEIVE NEW FINISHES.
4. REMOVE ALL UNUSED / ABANDONED WIRES, CONDUITS, CABLES, TUBES, ETC.
5. FIRE SUPPRESSION DISTRIBUTION PIPING & HEADS TO BE ADJUSTED IN RELATION TO NEW CEILING CLOUDS, HEIGHTS, SOFFITS & EXPOSED CEILINGS.

MECHANICAL & ELECTRICAL:

1. ELECTRICAL DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DESIGN/BUILD ELECTRICAL CONTRACTOR AND SHALL INCLUDE EGRESS AND EMERGENCY LIGHTING. ALL DOCUMENTATION, DRAWINGS, CALCULATIONS, ETC. REQUIRED FOR CONSTRUCTION AND BY THE BUILDING CODE AND GOVERNMENT AGENCY HAVING AUTHORITY OVER THIS PROJECT SHALL BE PREPARED, CERTIFIED, AND SUBMITTED BY THE DESIGN/BUILD ELECTRICAL CONTRACTOR.
2. MECHANICAL DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DESIGN/BUILD MECHANICAL CONTRACTOR. ALL DOCUMENTATION, DRAWINGS, CALCULATIONS, ETC. REQUIRED FOR CONSTRUCTION AND BY THE BUILDING CODE AND GOVERNMENT AGENCY HAVING AUTHORITY OVER THIS PROJECT SHALL BE PREPARED, CERTIFIED, AND SUBMITTED BY THE DESIGN/BUILD MECHANICAL CONTRACTOR. SUPPLY & RETURN AIR GRILLES SHOWN IN THIS SET OF DRAWINGS ARE FOR REFERENCE ONLY.

DEMOLITION PLAN LEGEND:

EXISTING WALL CONSTRUCTION TO BE REMOVED.

EXISTING DOOR AND FRAME TO BE REMOVED.

KEY NOTE LEGEND:

1. EXISTING CURTAIN CEILING AND LIGHT FIXTURE TO BE REMOVED.
2. EXISTING SOFFIT CONSTRUCTION TO BE REMOVED.
3. EXISTING MILLWORK TO BE REMOVED AND SALVAGED FOR RE-USE.
4. EXISTING HALF WALL CONSTRUCTION TO BE REMOVED.
5. EXISTING COAT CLOSET TO BE REMOVED.
6. EXISTING BAR SERVING CENTER TO BE REMOVED.
7. EXISTING COUNTER TOP TO BE REMOVED. MILLWORK BELOW TO REMAIN.
8. NEW 24" x 24" R.O. OPENING FOR PORT HOLE WINDOW. CENTER OF INSTALLED WINDOW TO BE 5'-0" A.F.F. VERIFY DIAMETER OF WINDOW WITH OWNER.
9. REMOVE EXISTING LIGHT FIXTURES. JUNCTION BOX AND WIRING TO REMAIN TO BE RE-USED FOR NEW FIXTURES.
10. EXISTING SINK & MILLWORK TO BE REMOVED. CAP & CONCEAL PLUMBING.
11. EXISTING OUTDOOR COVERED ACCESS WALK TO REMAIN.
12. EXISTING PATIO & PATIO ENCLOSURE TO REMAIN.
13. EXISTING CONCRETE WALK ALONG MAPLE RD. TO REMAIN.
14. EXISTING CANOPY TO REMAIN. NEW SIGNAGE.
15. REMOVE ALL EXISTNG LIGHT FIXTURES. SALVAGE TRACK LIGHT FIXTURES FOR REUSE. LOCATIONS TO BE DETERMINED.
16. EXISTING KITCHEN PLAN LAYOUT TO REMAIN. EXTENT OF WORK SCOPE:
    - NEW CEILING TILES
    - EXISTING GRID TO BE PAINTED
    - EXISTING LIGHT FIXTURES TO REMAIN & BE CLEANED
    - NEW POT RACK TO BE HUNG FROM EXISTING CEILING STRUCTURE
17. EXISTING WALL MIRRORS TO BE REMOVED. PATCH ANY DAMAGE TO WALL TO RECEIVE NEW FINISH.
18. SALVAGE DOOR & WOOD FRAME FOR RELOCATION.

JTAI

JOHN TAGLE ASSOCIATES,INC.

ARCHITECTS & PLANNERS

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PROJECT:

PERNOI RESTAURANT

INTERIOR ALTERATIONS

310 E. Maple Rd.
Birmingham, MI
48009

SHEET:

DEMOLITION FLOOR & CEILING PLANS

ISSUE / REVISION:

PERMIT SUBMITTAL	08/21/18

DRAWN BY:

CWP

REVIEWED BY:

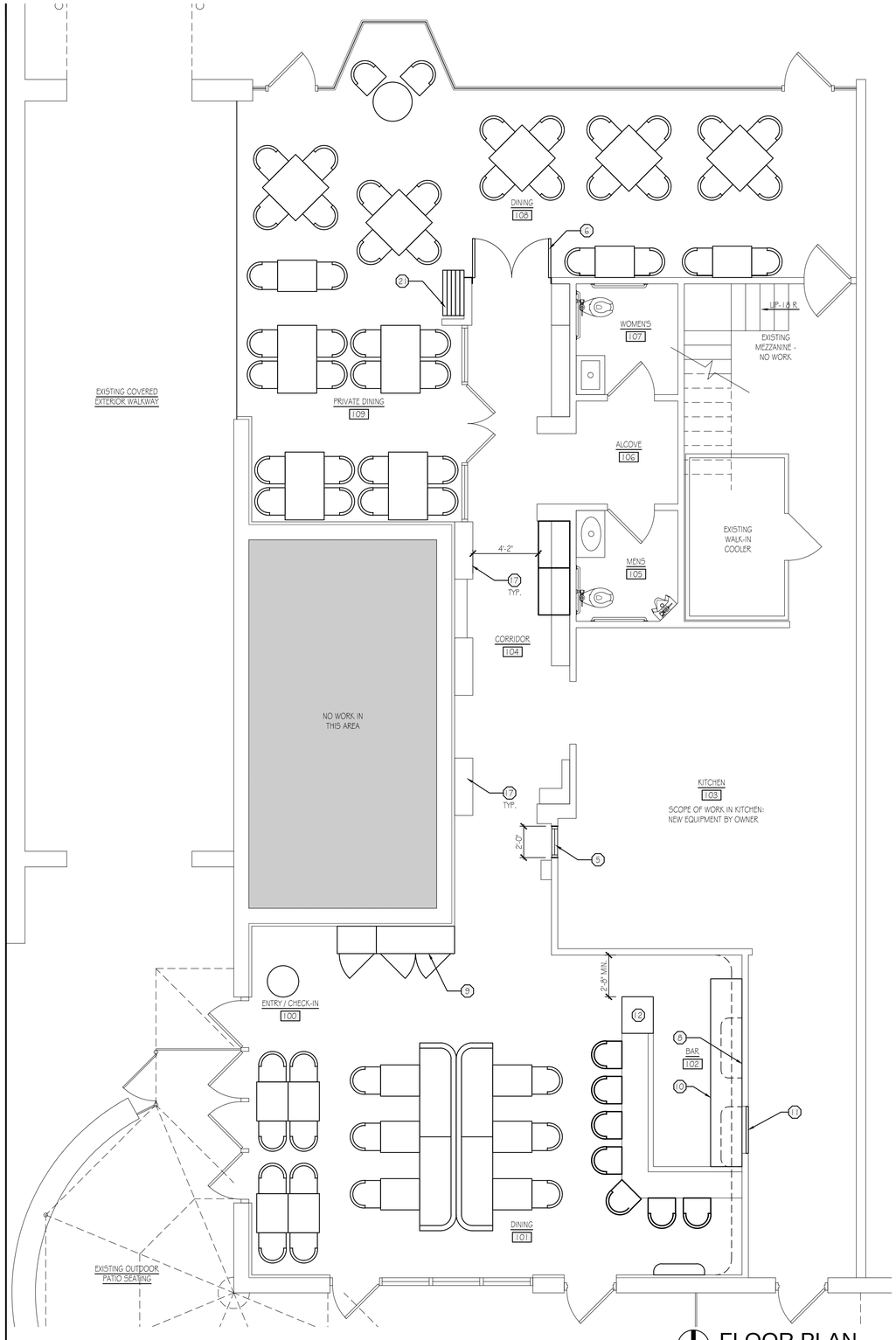
JT

JTAI FILE NO.

18.20

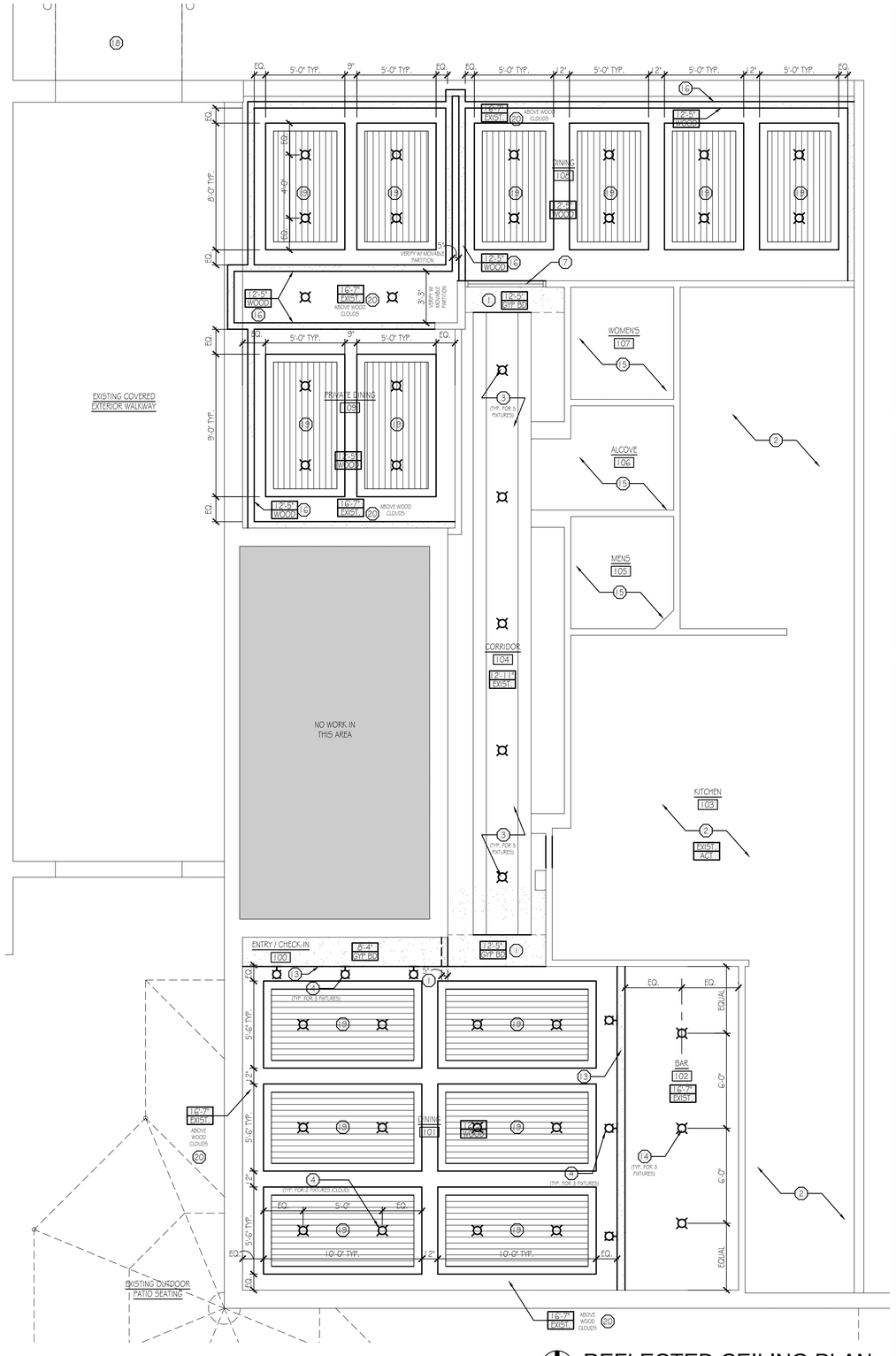
DRAWING NO.

A-100



FLOOR PLAN

SCALE: 1/4" = 1'-0"



REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

ARCHITECTURAL NOTES:

1. CONTRACTOR SHALL NOTIFY ARCHITECT, PRIOR TO CONSTRUCTION OF AFFECTED AREAS, IF FIELD CONDITIONS VARY FROM WHAT IS INDICATED.
2. DIMENSIONS GIVEN ARE FROM FACE OF FINISH MATERIAL TO FACE OF FINISH MATERIAL UNLESS NOTED OTHERWISE.
3. EXISTING PLUMBING FIXTURES TO REMAIN ARE TO BE CLEANED AND BROUGHT INTO PROPER WORKING ORDER.
4. PROVIDE & INSTALL SOLID BLOCKING IN WALLS & CEILINGS AS REQUIRED FOR MILLWORK, ALL WALL SUPPORTED PRODUCTS, B.F. GRAB BARS IN TOILET ROOMS, CEILING SOFFITS, ETC. COORDINATE BLOCKING REQUIREMENTS W/ FIXTURE/ ACCESSORY VENDOR.
5. ALL METAL STUDS SHALL BE 16" O.C. (U.N.O). PROVIDE SLIP-TRACK MOUNTED AT UNDERSIDE OF ROOF AND/OR FLOOR DECK / STEEL JOISTS FOR ALL STUD WALLS CONTINUOUS TO DECK.
6. PROVIDE 5/8" MOISTURE RESISTANT GYP. BD. AT ALL WET WALLS. INCLUDING A 4' (MIN) RETURN ON ALL ADJACENT PARTITIONS. (FLOOR TO CLG. TYP.) U.N.O.
7. ALL GYPSUM WALLBOARD USED THROUGHOUT CONSTRUCTION SHALL BE INSTALLED WITH ALL CORNER BEADS, TRIMS AND MOLDINGS AS REQUIRED FOR A COMPLETE INSTALLATION. WALLS TO BE TAPED AND SPACKLED SMOOTH. PROVIDE CONTROL JOINTS AS INSTRUCTED BY U.S. GYPSUM HANDBOOK.
8. ALL WALLS TO BE HELD TO A 1/4" +/- TOLERANCE AND 1 DEGREE +/- FROM 90 DEGREES OR SPECIFIED ANGLE THROUGHOUT.
9. GC TO PROVIDE UTILITY SERVICES FOR ALL APPLIANCES & MAKE ALL CONNECTIONS.

MECHANICAL & ELECTRICAL:

1. ELECTRICAL DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DESIGN/BUILD ELECTRICAL CONTRACTOR AND SHALL INCLUDE EGRESS AND EMERGENCY LIGHTING. ALL DOCUMENTATION, DRAWINGS, CALCULATIONS, ETC. REQUIRED FOR CONSTRUCTION AND BY THE BUILDING CODE AND GOVERNMENT AGENCY HAVING AUTHORITY OVER THIS PROJECT SHALL BE PREPARED, CERTIFIED, AND SUBMITTED BY THE DESIGN/BUILD ELECTRICAL CONTRACTOR.
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KEY NOTE LEGEND:

1. NEW GYP. BD. SOFFIT TO MATCH WIDTH, PROFILE, HEIGHT, AND FINISH OF EXISTING.
2. EXISTING LIGHT FIXTURES & ACT CEILING GRID TO REMAIN & BE PAINTED. REPLACE ALL CEILING TILES WITH NEW.
3. EXISTING CEILING CONSTRUCTION TO REMAIN. NEW LIGHT FIXTURES TO BE INSTALLED IN SAME LOCATION AS EXISTING (TO BE SELECTED BY OWNER).
4. NEW LIGHT FIXTURES SELECTED BY OWNER. PENDANTS IN NEW WOOD CLG CLOUDS & SURFACE MTD. SCONCE ON WALLS.
5. NEW 24" DIA. ROUND WINDOW W/ 3/4" GLASS IN WOOD FRAME. CENTER OF OPENING TO BE 5'-0" A.F.F. VERIFY SIZE WITH OWNER. COORD. W/ K.N. #8 ON A-100.
6. EXISTING WOOD AND GLASS DOORS & FRAME RELOCATED.
7. NEW TRANSOM TO MATCH EXISTING ON PRIVATE DINING 109. SECURE TO NEW SOFFIT.
8. PROVIDE BLOCKING IN EXISTING WALLS FOR NEW BAR SHELVING. VERIFY LOCATION & HEIGHTS WITH OWNER.
9. RELOCATED MILLWORK (RECONFIGURED TO FIT).
10. NEW BACK BAR. EXTEND NEW COUNTER TOP FULL WIDTH TO EXISTING BAR TOP. RELOCATE EQUIPMENT UNDER.
11. EXISTING DOOR TO BE PERMANENTLY SECURED IN CLOSED POSITION.
12. NEW BAR SERVING CENTER. MIN. 32" CLEAR TO BE MAINTAINED BETWEEN WALL AND SERVING CENTER.
13. NEW SOFFIT CONSTRUCTION WITH FABRIC WRAPPED HOMOSOTE PANELS HUNG FROM ROOF STRUCTURE. BOTTOM OF SOFFIT TO BE 8'-4" A.F.F., TOP OF SOFFIT TO BE 12'-5" A.F.F. - SEE INTERIOR FINISH REQUIREMENTS ON COVER SHEET.
14. NEW PENDANT LIGHT FIXTURES. BOTTOM OF FIXTURE TO BE ABOVE BOTTOM OF NEW SOFFIT CONSTRUCTION.
15. EXISTING CEILING MATERIAL & LIGHT FIXTURES TO REMAIN.
16. NEW SOFFIT CONSTRUCTION W/ STAINED WOOD VENEER. BOTTOM @ 12'-5" A.F.F., TOP OF SOFFIT TO BE 12" MIN. (V.I.F.). COLOR TO BE SELECTED BY OWNER.
17. EXISTING CASEWORK TO REMAIN. NEW DOORS TO BE INSTALLED.
18. NEW SIGNAGE ON EXISTING CANOPY
19. NEW LINEAR CLOSED SERIES 1 WOOD CEILING SYSTEM BY ARCHITECTURAL COMPONENTS GROUP OR APPROVED EQUAL. WOOD VENEER: SPECIES, REVEAL PROFILE & FINISH TO BE SELECTED BY OWNER FROM MANUFACTURER'S STANDARD SELECTIONS. FIRE RATING ON PANELS TO BE CLASS 1(A). SUSPEND ACCORDING TO MANUFACTURER'S SPECIFIED METHOD OF SUSPENSION.
20. PAINT EXPOSED CEILING, DUCTWORK & SPRINKLER PIPES. COLOR TO BE DETERMINED BY OWNER.
21. MOVABLE PARTITION. SELECTED BY OWNER.

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SHEET:

FLOOR PLAN

ISSUE / REVISION:

PERMIT SUBMITTAL 08/21/18

DRAWN BY:

CWP

REVIEWED BY:

JT

JTAI FILE NO.

18.20

DRAWING NO.

A-200

Multi-Lite Pendant

By Gubi

YLIGHTING

Call Us 866 428 9289

Product Options

Color: Charcoal Black with Brass, Matte Blue with Brass, Matte White with Brass, Polished Brass

Details

- Multifaceted, geometric design
- Rotatable quarter-spherical shades
- Textile covered cord
- Designed by Louis Weisdorf
- Made In Denmark

Dimensions

Fixture: Height 14.2", Diameter 14.2"

Lighting

- One 53 Watt (1050 Lumens) 120 Volt E26 Medium Base Halogen Lamp(s) (Not Included)

Additional Details

Product URL:

https://www.ylighting.com/multi-lite-pendant-light-by-gubi-GUBP150826.html

Notes:

Product ID: GUBP150826

Prepared by:

Prepared for:

Project:

Room:

Placement:

Approval:

Created February 6th, 2019

Crescent Light Mini Pendant

By Lee Broom

YLIGHTING

Call Us 866 428 9289

Details

- Field-adjustable gold suspension cord
- Designed by Lee Broom in 2016
- Finish: Brushed Brass
- Material: Opal Acrylic and metal shade
- 5 inch Round Brushed Brass canopy
- UL Listed
- Made In India

Dimensions

Canopy: Diameter 5"

Cord: Length 118"

Fixture: Diameter 8"

Maximum Hanging: Length 126"

Lighting

- One 8 Watt (900 Lumens) 120 Volt E26 Medium Base LED Lamp(s) (Included)

Additional Details

Product URL:

https://www.ylighting.com/mini-crescent-led-pendant-light-by-lee-broom-LEEP151603.html

Rating: UL Listed

Notes:

Product ID: LEEP151603

Prepared by:

Prepared for:

Project:

Room:

Placement:

Approval:

Created February 6th, 2019

Crescent Light Pendant

By Lee Broom

YLIGHTING

Call Us 866 428 9289

Details

- Halved spherical shape
- Field-adjustable gold suspension cable
- Designed by Lee Broom in 2015
- Finish: Brushed Brass
- Material: Opal Acrylic and metal shade
- 5 inch Round Brushed Brass canopy
- UL Listed
- Made In UK

Dimensions

Canopy: Diameter 5"

Cord: Length 78.74"

Fixture: Height 17.13", Diameter 15.75"

Maximum Hanging: Length 95.87"

Lighting

- One 40 Watt (290 Lumens) 120 Volt E26 Medium Base Incandescent Lamp(s) (Not Included)

Additional Details

Product URL:

https://www.ylighting.com/crescent-led-pendant-light-by-lee-broom-LEEP95442.html

Rating: UL Listed

Notes:

Product ID: LEEP95442

Prepared by:

Prepared for:

Project:

Room:

Placement:

Approval:

Created February 6th, 2019

LUKE
LAMP
CO.

AURA PENDANT

SPECIFICATIONS

LAMPING

- 30 WATT INTEGRAL LED
- 8.5 LINEAR FT @ 200 LUMENS PER FT
- 2700K / 95+ CRI
- DIMMABLE / 120V
- WOVEN NYLON DIFFUSER
- 50,000 HOUR LIFESPAN

DRIVERS

- MAGNITUDE TRIAC PHASE DIMMABLE (0-10V DRIVER UPON REQUEST)
- REMOTELY MOUNTED

MEASUREMENTS

- 18" W X 8" D X 30" H
- 36"+ TOTAL DROP TO ORDER
- 5" ø X 1" H CEILING CANOPY
- 3/8" ø BLACK PENDANT CORD
- 1" ø X 6" W HORIZONTAL TUBE
- 1" ø FLEXIBLE LAMPING

FINISHES

- SATIN BRASS, ANTIQUE BRASS, BLACKENED BRASS, POLISHED NICKEL, SATIN NICKEL, SATIN COPPER, MATTE WHITE

CONTACT

- INFO@LUKELAMPCO.COM
- (914) 447-6147

PRODUCT CODES SKU

(EXAMPLE: AURAPENDANT-SATINBRASS-DROP36")

AURAPENDANT	-	SATINBRASS	-	DROP36"
FIXTURE NAME		**FINISH**		**DROP**

CUSTOMIZATION AVAILABLE UPON REQUEST

Patent No. D 828,587

LUKE
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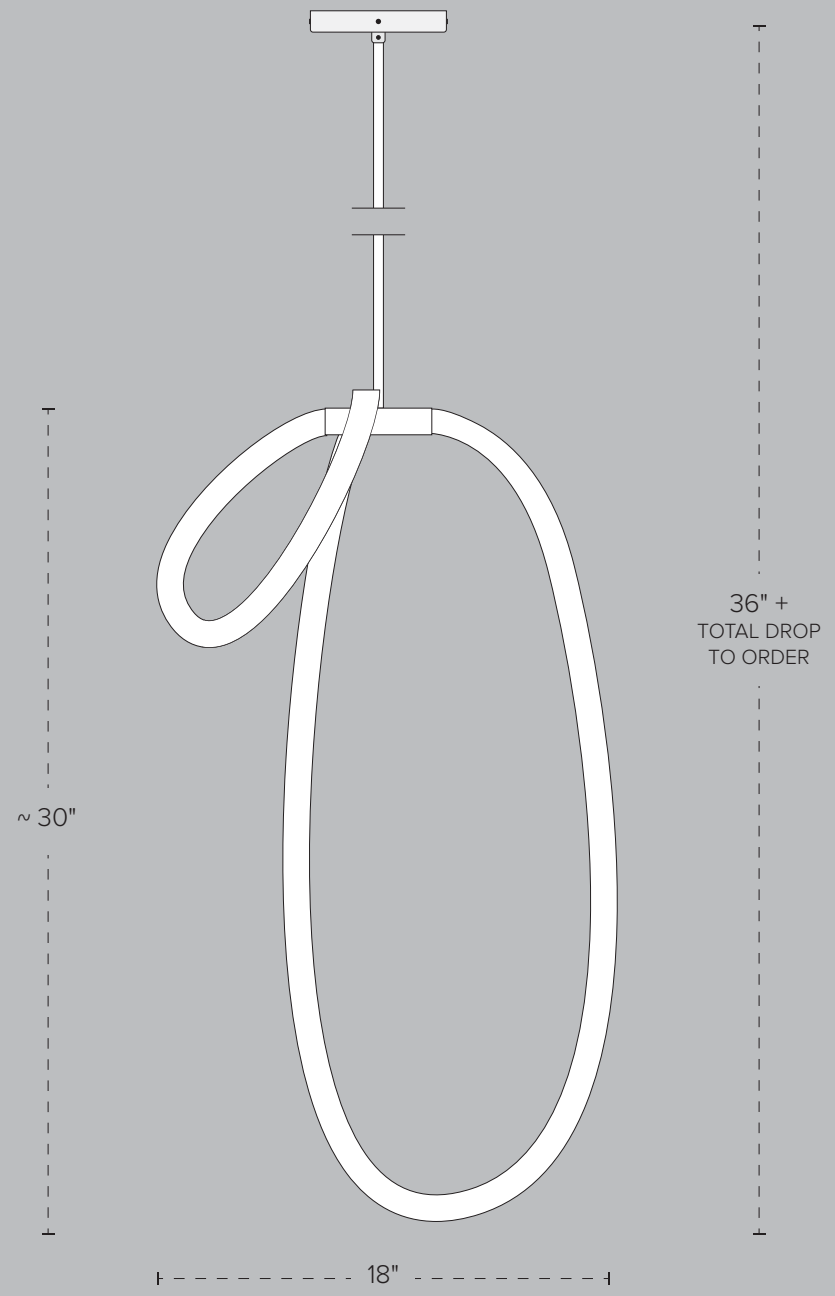
CO.

AURA PENDANT

ELEVATION VIEW



NOTE: FIXTURE DEPTH IS APPROX. 8"

Vibe dweLED 37in Picture Light

By dweLED

$334.00 - $501.00

FREE SHIPPING on orders $75 or more.

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JUNO

Project:

Fixture Type:

Location:

Contact/Phone:

TRAC-MASTER®

Avant Garde

T381L, T382L, T383L, T385L & T387L DIMMER COMPATIBILITY

DIMMING COMPATIBILITY

Approved Acuity Dimming Systems:

Electronic Low Voltage - Reverse Phase Dimming

• **T381L, T382L, T385L & T387L** are dimmable using Acuity nLight wired dimming controls, including Fresco controllers, when combined with an nLight nSP5 PCD ELV 120 Secondary Relay and Dimming Pack (required) at the trac input • Dimming range as shown below* with a minimum load of one fixture and maximum load of 475W @ 120VAC.

Typical ELV Dimming Ranges*:
T381L: 100% - 0.1%
T382L: 100% - 0.1%
T385L: 100% - 2%
T387L: 100% - 1%

Magnetic Low Voltage - Forward Phase Dimming

• **T383L** is dimmable using Acuity nLight wired dimming controls, including Fresco controllers, when combined with an nLight nSP5 PCD MLV 120 Secondary Relay and Dimming Pack (required) at the trac input • Dimming range of 100% down to 3% typical* with a minimum load of one fixture and maximum load of 475W @ 120VAC.

*Typical dimming range based on laboratory evaluation – actual installation conditions and results may vary. Consult factory if dimming T383L with other T38x Series fixtures on the same circuit (MLV dimming may be the best option for mixed dimming applications).

Approved Non-Acuity Dimming Methods:

Incandescent and Magnetic Low Voltage - Forward Phase Dimming

• Dimmable with the use of most forward phase dimmers • Dimming range of 100% down to 5% or lower with a minimum load of one fixture and a maximum load of 50% of the dimmer rated load (see example); both dimming range and maximum rated load may vary depending on dimmer model.

Example: Fixture Rating = 10W
Dimmer Rating = 600W
Equivalent Incandescent Load (EIL) Factor = 50% (0.5)
(600/10) X 0.5 = 30 Fixtures per Dimmer

Juno Qualified Dimmers include:

Lutron® Model Numbers:
• Glyder® GLV-600
• Diva® DV-600P
• Skylark® SLV-600P

Leviton® Model Numbers:
• Sureslide 6633
• Sureslide 6613-PLW

Electronic Low Voltage - Reverse Phase Dimming

• Dimmable with the use of most electronic low voltage dimmers • Electronic low voltage dimmers require a neutral wire in the wall box • Dimming range of 100% down to 5% or lower with a minimum load of one fixture and a maximum load of 75% of the dimmer rated load (see example); both dimming range and maximum rated load may vary depending on dimmer model.

Example: Fixture Rating = 10W
Dimmer Rating = 600W
Equivalent Incandescent Load (EIL) Factor = 75% (0.75)
(600/10) X 0.75 = 45 Fixtures per Dimmer

Juno Qualified Dimmers include:

Lutron® Model Numbers:
• Diva® DVELV-600P
• Maestro® MAELV-600
• RadioRA2 RRD-6NA
• Homeworks LP-RPM-4A
• Grafik Eye PA Power Module PHPM-PA-120

Leviton® Model Numbers:
• Vizia VPE06-1LX

Consult technical services for additional information regarding other dimmer model qualification.

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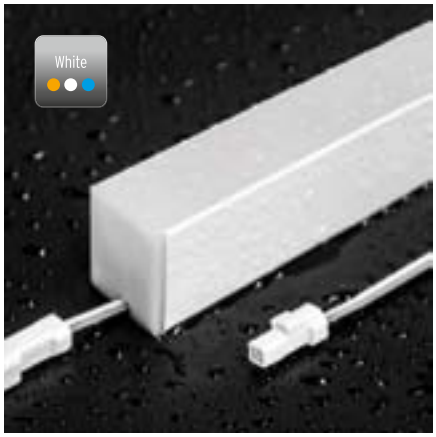
ADONIS HYDRA White IP67



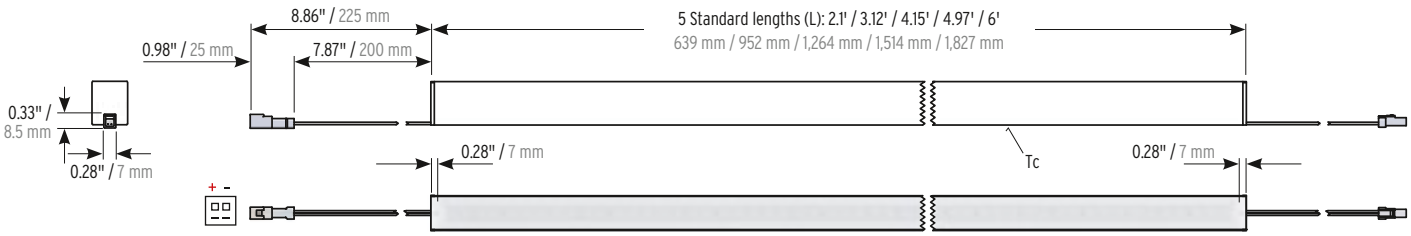
24 V, IP67 protected and IK10 certified, linear LED luminaire with small form factor and opal encapsulation with a homogeneous light emission. "One Bin Only" within 3 MacAdam guarantees constant color temperature and high light quality with a lifetime of > 60,000 hrs (L80/B10). It is IP67 protected against water, salt water, solvents and UV radiation by an opal polyurethane encapsulation. Furthermore, it is IK10 certified and therefore particularly robust against environmental impacts. It is available in 5 standard lengths and is supplied ready to plug in with a IP67 mini-connector. Engineered in Germany.

Project name

Fixture type | Phase

Specifier | Date

Dimensions & available lengths



Opal encapsulated LED light line
Finish: White powder coated

Tc-point (Case temp.) on the rear side of the module

Electrical & output data

Voltage	24 Volt (23 V_{min}, 25 V_{max})
Temperature[2]	Tc_{min} = -13°F / -25°C, Tc_{max} (Table below)
Storage temperature	Ts_{min} = -22°F / -30°C, Ts_{max} = 185°F / 85°C
Ambient temperature	Ta_{min} = -13°F / -25°C, Ta_{max} = 104°F / 40°C
CRI	up to 95
R9	up to 65

ADONIS HYDRA	HD6	HD10	HD15	HD25
Power (W/ft / W/m)[1]	1.8 / 6	3.1 / 10	4.6 / 15	7.6 / 25
Efficacy (lm / W)[1] @ W850	62	62	67	65
max. serial run length (ft / m)	16.4 / 5	16.4 / 5	13.1 / 4	9.8 / 3
Temperature Tc-point (Tc_{max})[2]	158°F / 70°C	158°F / 70°C	158°F / 70°C	167°F / 75°C

Color temperature LED tape used[3]			Color temperature delivered finished fixture		HD6 low output	HD10	HD15	HD25 high output
					lumen/feet (lm/ft)[1] lumen/meter (lm/m)[1]			
W820		2000 K	2400 K		66 / 220	109 / 360	176 / 580	286 / 940
W822		2200 K	2700 K		75 / 250	124 / 410	200 / 660	325 / 1070
W825		2500 K	3000 K		84 / 280	142 / 470	228 / 750	374 / 1230
W827	W927	2700 K	3500 K	3400 K	75 / 250	127 / 420	243 / 800	395 / 1300
W830	W930	3000 K	3900 K	3800 K	78 / 260	130 / 430	258 / 850	420 / 1380
W835	W935	3500 K	4600 K	4400 K	78 / 260	133 / 440	270 / 890	441 / 1450
W840	W940	4000 K	5500 K	5600 K	81 / 270	136 / 450	276 / 910	450 / 1480
W850		5000 K	7200 K		112 / 370	188 / 620	304 / 1000	493 / 1620

[1] The given data are typical values. Due to tolerances of the production process and the electrical components, values for light output and electrical power can vary up to 10%.

[2] The Tc-point should be measured in thermal equilibrium according to IEC EN 60598-1.

[3] In case of IP67 products, tolerances in the color temperature can occur. For further explantation, please see specification catalogue 2016/2017.

ONE BIN ONLY

L80/B10 > 60.000 h — Lifetime

LM 79 — LM 79 compliant

LM 80 — LM 80 compliant

UV protected

Resistant to solvents

Saltwater resistant

Temporary immersion protection

IK10 — Impact resistant (suitable for walk over)

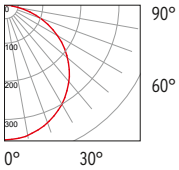
Intertek

Order code

Please click here to configure your fixture online

ADONIS HYDRA White IP67

Your order code	ADONIS HYDRA	HD _ _	W _	_ _	_ _ _ _	IP67
Order code example	ADONIS HYDRA	HD10	W9	27	1514	IP67



DIN 5040:A40
cd/1.000 lumen
C0/C180
C90/C270

LED tape
HYDRA HD6 ..... HD6
HYDRA HD10 ..... HD10
HYDRA HD15 ..... HD15
HYDRA HD25 ..... HD25

Color rendering
> 80 8
> 90 (only HD6, HD10) 9

Color temperature delivered finished fixture	Color temperature LED tape used	
2400 K	2000 K	20
2700 K	2200 K	22
3000 K	2500 K	25
3500 K 3400 K	2700 K	27
3900 K 3800 K	3000 K	30
4600 K 4400 K	3500 K	35
5500 K 5600 K	4000 K	40
7200 K	5000 K	50

Length
2.1' (639 mm) (2 clips recommended) 0639
3.12' (952 mm) (2 clips recommended) 0952
4.15' (1,264 mm) (3 clips recommended) 1264
4.97' (1,514 mm) (3 clips recommended) 1514
6' (1,827 mm) (4 clips recommended) 1827

Ingress protection
IP67 ..... IP67

Please choose your accessories

Mounting	Art.-#
☐ Mounting clip for VarioContour 010 (required every 1.31' / 40 cm)	13000104
☐ Contour 010 Adjustable Wall Mount Set	13000165
☐ Mounting Lock[4] (for vertical mounting)	13000192

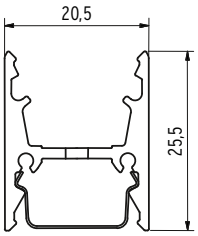
Extensions / Jumpers (optional)	Art.-#
☐ VarioCon Female Mini 2 x 0.0005 sqin / 0.34 mm² 6.56' / 2 m IP67	15000142
☐ VarioCon Extension Mini 2 x 0.0005 sqin / 0.34 mm² 0.33' / 0.1 m IP67	15000143
☐ VarioCon Female Mini Protection Cap Mono IP67[5]	15000218

Recommended driver

☐ MEAN WELL HLG-100H-24A

Recommended control

☐ EldoLED LINEARdrive DC 180D



Easy and clean installation due to internal mounting clips. ADONIS / KALYPSO H-channel also acts as cable raceway. Therefore you do not see any clips or cables from the outside.

[4] The mounting lock is used to fix the sliding mounting clips, thus allowing a vertical wall mounting.
[5] Required for IP67 connector sealing at end of runs.

For further driver options including LUTRON click here.

PERNOI

310 E. MAPLE ROAD
BIRMINGHAM, MI 48009

PROGRESS DRAWINGS

BOX DESIGN INC.
2019

WWW.BOXDESIGNFURNITURE.COM
313.285.8437

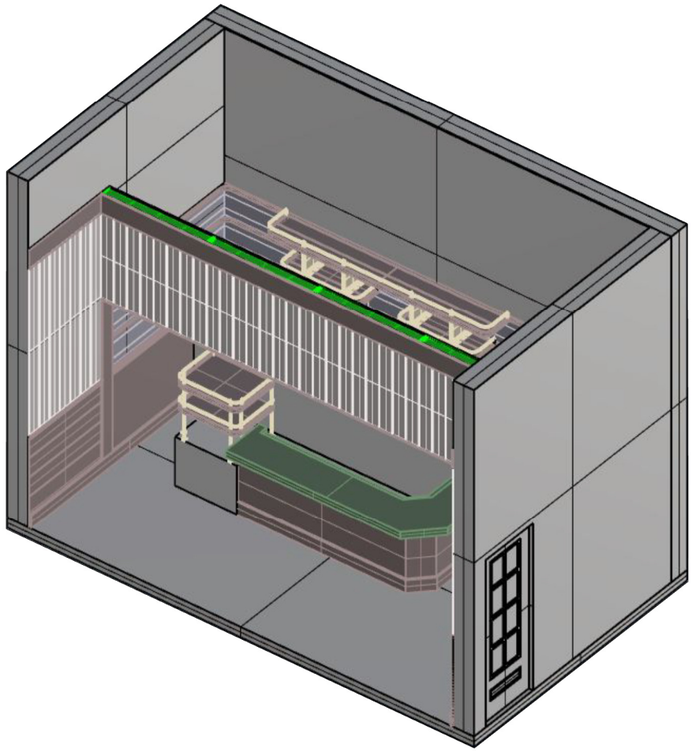
BOX Design Inc.
21235 John R Rd.
Hazel Park, MI 48030
313.285.8437
boxfurniture@gmail.com

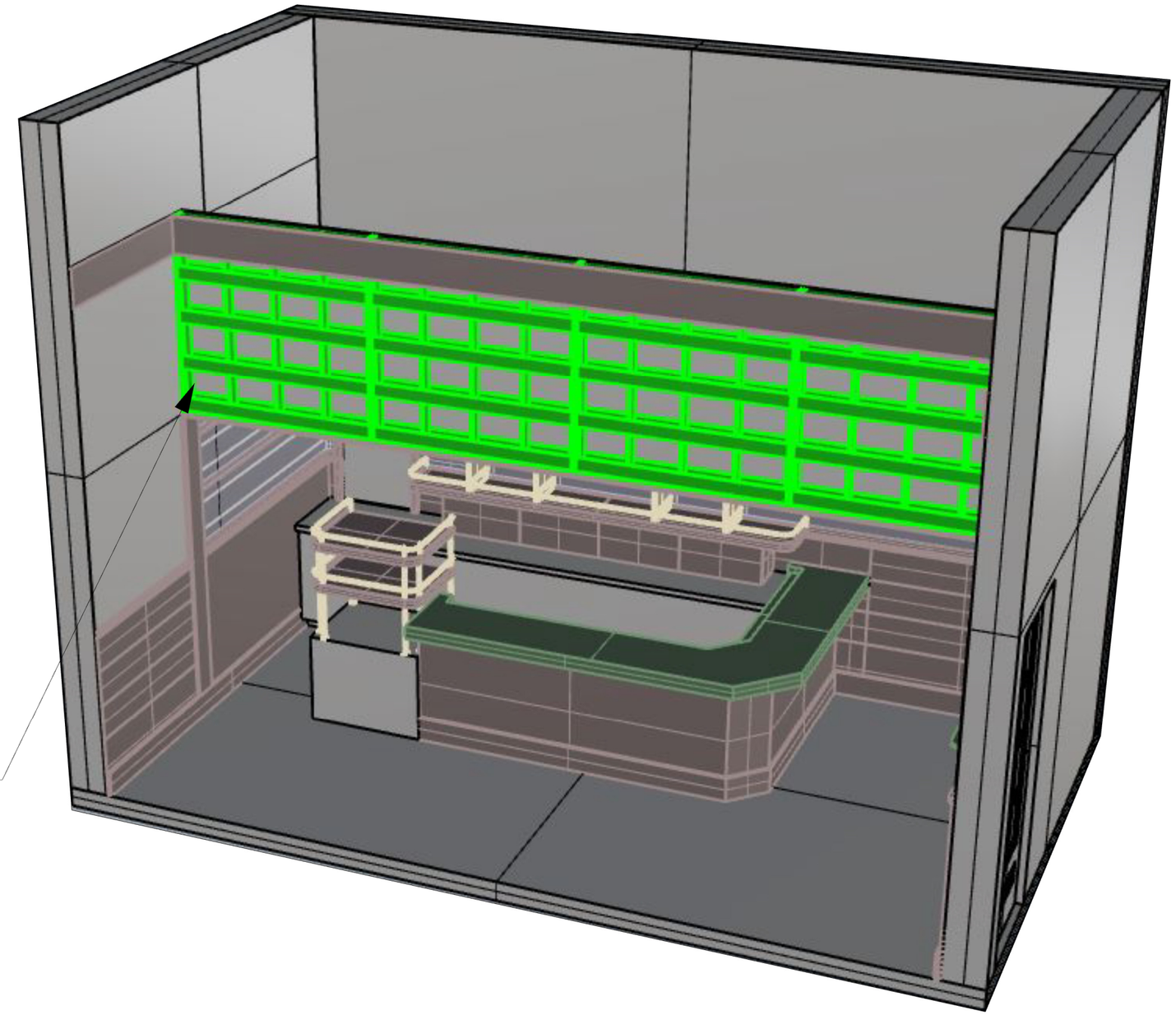
Project/Site:
Pernoi
310 E. Maple Road
Birmingham, MI 48009

Client:
Luciano DelSignore
em: luciano@baccoristorante.com

General Contractor:
TriPhase Construction
Mauro Bianchini
ph: 248.723.9706
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

BOX DESIGN - PROGRESS DRAWINGS 5.9.19





NEW HEADER HIGHLIGHTED
CONSTRUCTED USING
17.8 MM PRIMECORE

BOX Design Inc.
21235 John R Rd.
Hazel Park, MI 48030
313.285.8437
boxfurniture@gmail.com

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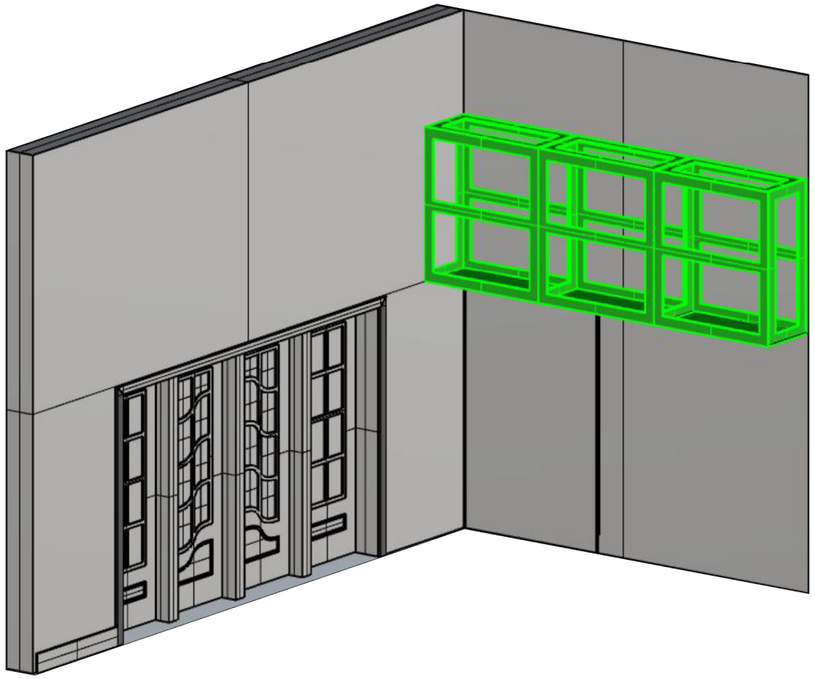
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

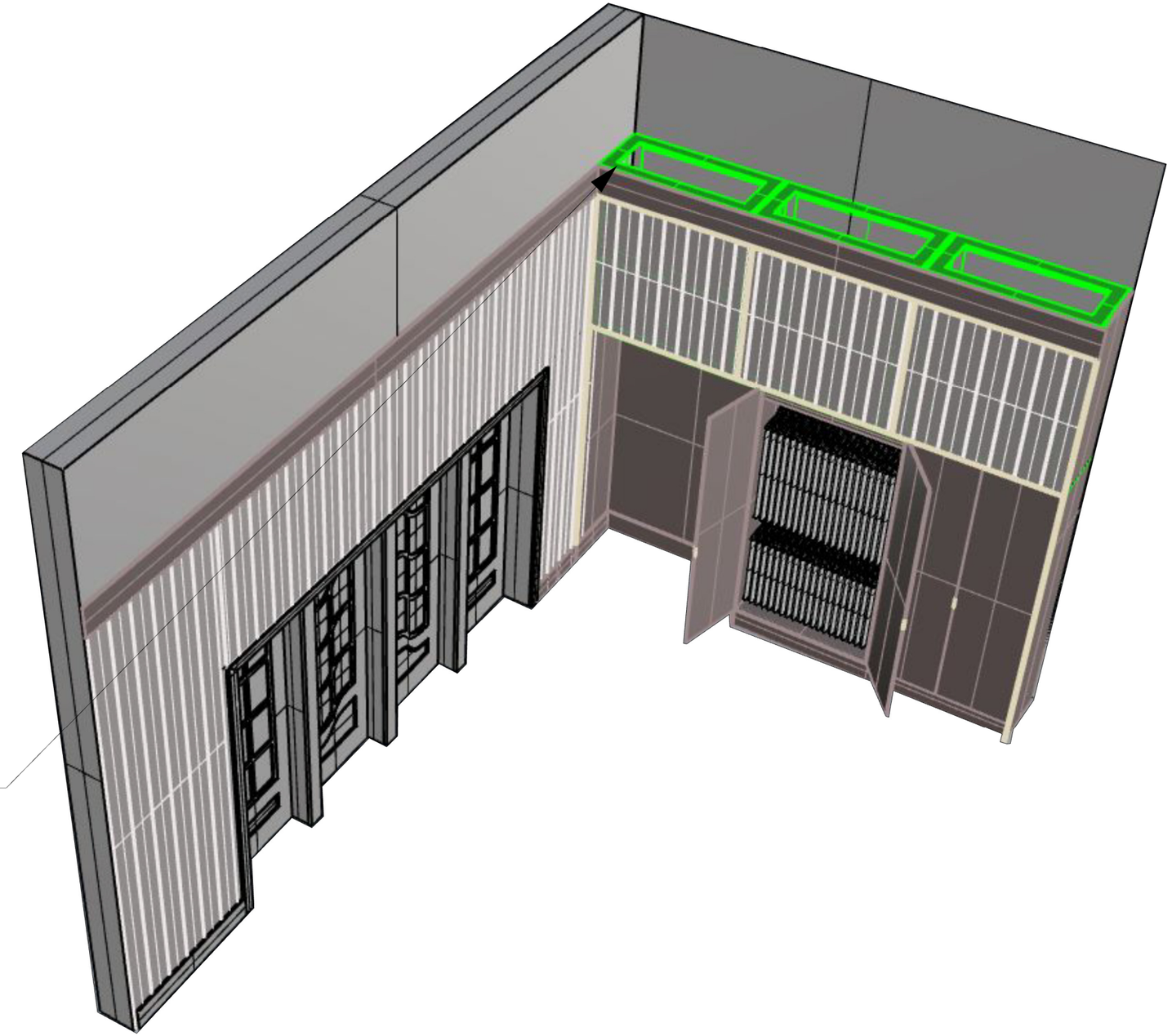
BAR - NEW HEADER CONSTRUCTION

PERNOI
SPRING 2019

Print Size: 11x17

Drawn by: KELLY





NEW HEADER HIGHLIGHTED
CONSTRUCTED USING
17.8 MM PRIMECORE

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ph: 248.723.9706
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

CLOSET - NEW SOFFIT CONSTRUCTION

PERNOI

SPRING 2019

Print Size: 11x17

Drawn by: KELLY

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359 S. Old Woodward Avenue
Birmingham, Michigan 48009

BAR DESIGN

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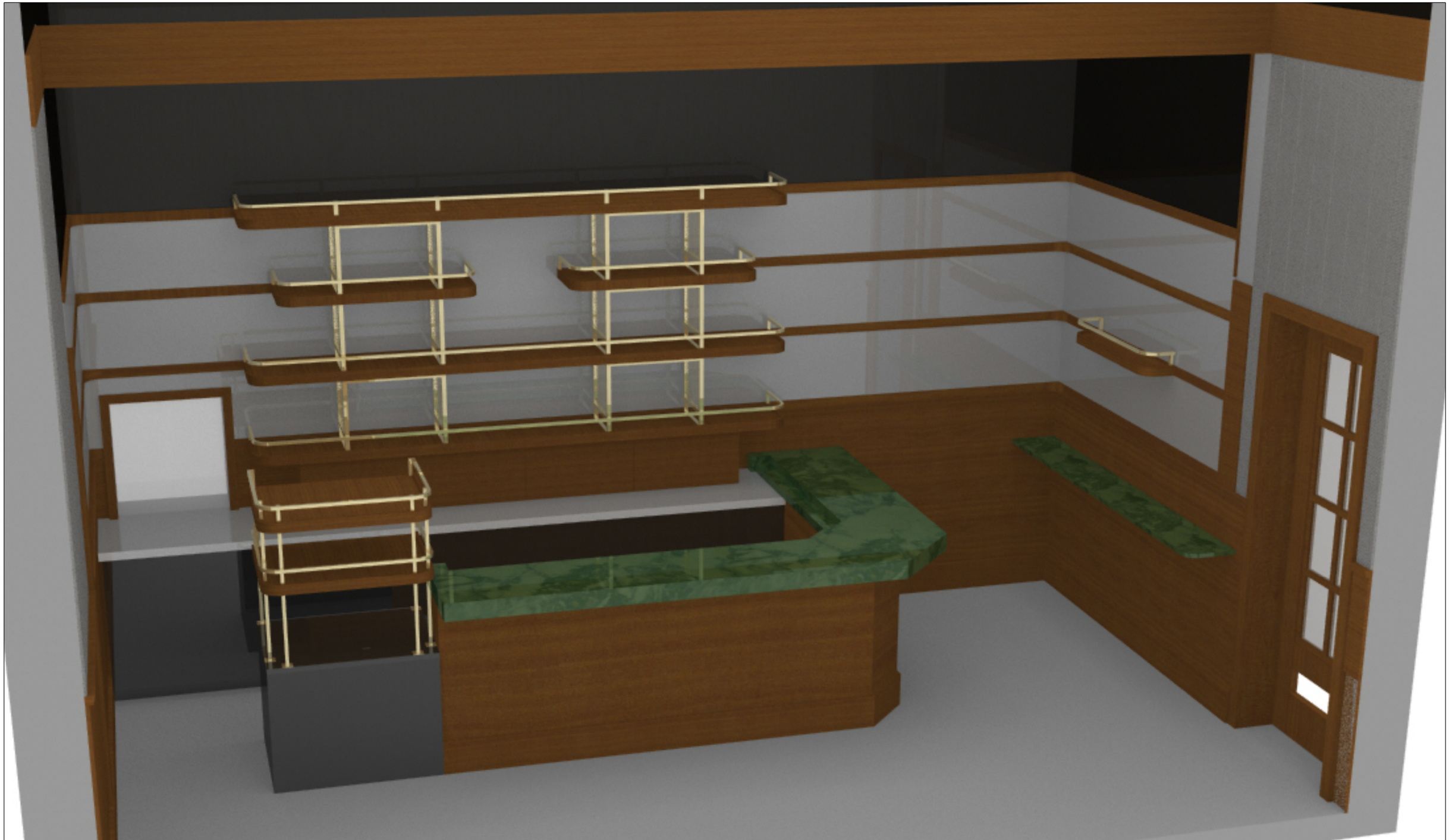
SPRING 2019

Print Size: 11x17

Drawn by: KELLY



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BAR DESIGN

PERNOI

SPRING 2019

Print Size: 11x17

Drawn by: KELLY

PLATES CONNECT
TO SCREENS.
PLATES ARE INSTALLED
TO EXISTING PLYWOOD

FURRING STRIPS TO RUN
IN BETWEEN CONNECTING
PLATES TO ALLOW FOR
MIRROR INSTALLATION

BOX Design Inc.
21235 John R Rd.
Hazel Park, MI 48030
313.285.8437
boxfurniture@gmail.com

Project/Site:
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Mauro Bianchini
ph: 248.723.9706
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

BAR DESIGN - SHELVES
PERNOI
SPRING 2019

Print Size: 11x17
Drawn by: KELLY

BOX Design Inc.
21235 John R Rd.
Hazel Park, MI 48030
313.285.8437
boxfurniture@gmail.com

Project/Site:
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310 E. Maple Road
Birmingham, MI 48009

Client:
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em: luciano@baccoristorante.com

General Contractor:
TriPhase Construction
Mauro Bianchini
ph: 248.723.9706
em: mbianchini@triphasecc.com
359 S. Old Woodward Avenue
Birmingham, Michigan 48009

BAR DESIGN - FURRING STRIPS

PERNOI

SPRING 2019

Print Size: 11x17

Drawn by: KELLY

Raymond De Steiger, Inc.
12500 Hall Rd.
Sterling Hgts, MI 48313-1110
(586) 739-9700 Fax(586)739-1130

PERNOI

27311 Gratiot, Roseville, MI 48066-2999 (586)771-2211 Fax (586) 771-3034
1241 E. 14 Mile, Troy, MI 48083-4650 (248)585-1400 Fax (248)-585-0467
25673 Meadowbrook, Novi, MI 48375-1848 (248)449-4500 Fax (248)449-4505

Table of Contents

Section

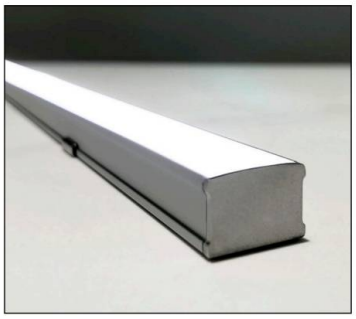
Manufacturer Catalog #	Doc Name Type	Doc #
LIGHTING		
LUMINII KMW-144-30K-LO-F-AH-SA-E-1X2 / IP67-48/ LVSP-WET/ LVSP-WET-CM/ PSV-96-24-U2DIM-IP65	KENDO M WET TYPE L3	1
LUMINII KMW-60-30K-LO-F-AH-SA-E-1X2	KENDO M WET TYPE L3	2
HALO L80815NF9030MB	LED TRACK HEAD TYPE L8	3
HALO L652MB/ L901MB/ L908MB	SINGLE CIRCUIT TRACK SYSTEM TYPE L8	4

SINCE 1939 RAY RAY ELECTRIC 75 YEARS

PERNOI
LUMINII
KENDO M WET
KMW-144-30K-LO-F-AH-SA-E-1X2/ IP67-48/ LVSP-WET/ LVSP-WET-CM/
PSV-96-24-U2DIM-IP65
TYPE L3
1

Kendo M Wet | Linear Illumination System

luminii



Features

- 24VDC Class 2 for wet locations fixtures made to order up to 144". Fixtures can be linked up to 35' depending on output
- Dot free even illumination achievable with frosted lens
- Vibrant colors with R9 values up to 98
- Single micro binned LEDs +/- 30 CCT
- Dims with minimal color shift
- Class 2 listed for wet locations
- 3 Year warranty

Finish options

IP67

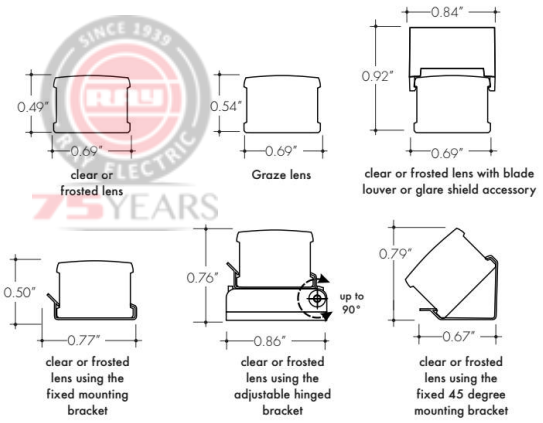
Made in USA

LISTED

dimmable

- Silver anodized
- Black powder coated
- Bronze powder coated
- White powder coated

Profile dimensions



Technical information

OUTPUT OPTIONS

Output	Lumens at 4000K (with clear lens)	Average power consumption at 4'	Lumens / Watt (with clear lens)	Maximum system length In series
LO (LL18)	74	1.6 W/ft	46 lm/W	80'
SO (LL36)	149	3.2 W/ft	47 lm/W	35'
HO (LL54)	209	5.2 W/ft	40 lm/W	26'
VHO (LL72)	291	6.5 W/ft	45 lm/W	18'

CCT INFO/LUMEN MULTIPLIER **TM-30-15**

Color temperature	Multiplier (reference - 4000K)	CRI	R_f	R_g
2700K	0.73	97	95	101
3000K	0.81	91	89	98
3500K	0.86	94	90	102
4000K	1.00	94	86	96

Ordering code

MODEL	LENGTH	CCT	OUTPUT	LENS	MOUNTING	FINISH	POWER FEED POSITION / TYPE	ACCESSORIES
KMW	12	27K	LO	C	FC	SA	E	1	BLS
KMW Kendo M Wet	12" - 144" 4" increments	27K - 2700 K 30K - 3000 K 35K - 3500 K 40K - 4000 K	LO - Low SO - Standard HO - High VHO - Very High	C - Clear F - Frosted G - Graze	FC - Fixed clip AH - Adjustable hinge mounting FC45 - Fixed clip 45 degree	SA - Silver BK - Black BZ - Bronze WH - White (BK,BZ,WH finishes will have an upcharge and require longer lead times)	E - End B - Bottom S - Side	1 - 72" wire leads 1X2 - 72" wire leads at both ends 2 - 72" wire leads at one end and quick connect at other 3 - Single quick connect 4 - Dual quick connect	- N/A, leave blank BLS - Blade louver, Silver BLBK - Blade louver, Black BLWH - Blade louver, White GSS - Glare shield, Silver GSBK - Glare shield, Black GSWH - Glare shield, White

*144"

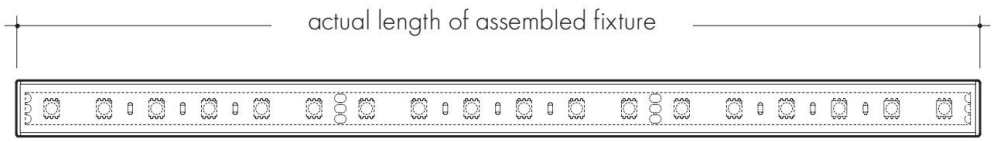
Kendo M Wet | Linear Illumination System

luminii

Power consumption per fixture length

Based on operation with PSD series of power supplies.

	LO			SO			HO			VHO		
Nominal Length	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage
12″	13-2/16"	1.65	1.65	13-2/16"	3.25	3.25	13 "	5.35	5.30	13 "	6.75	6.75
16″	16-14/16"	1.65	2.00	16-14/16"	3.25	4.00	16-15/16"	5.33	7.06	16-11/16"	6.75	9.00
20″	20-14/16"	1.65	2.80	20-14/16"	3.25	5.25	20-15/16"	5.31	8.82	20-10/16"	6.75	11.25
24″	24-13/16"	1.65	3.00	24-13/16"	3.25	6.50	24-13/16"	5.30	10.60	24-11/16"	6.75	13.50
28″	28-12/16"	1.65	3.90	28-12/16"	3.25	7.75	28-12/16"	5.28	12.33	28-12/16"	6.75	16.75
32″	32-11/16"	1.65	4.00	32-11/16"	3.25	8.50	32-11/16"	526	14.06	32-11/16"	6.75	19.00
36″	36-10/16"	1.65	5.00	36-10/16"	3.25	9.75	36-10/16"	5.25	15.80	36-10/16"	6.65	19.95
40″	40-9/16"	1.64	5.50	40-9/16"	3.25	10.25	40-9/16"	5.23	17.40	40-9/16"	6.65	22.20
44″	44-7/16"	1.64	6.00	44-7/16"	3.20	11.75	44-8/16"	5.21	19.00	44-9/16"	6.65	24.40
48″	48-7/16"	1.63	6.60	48-7/16"	3.20	12.80	48-7/16"	5.20	20.60	48-7/16"	6.55	26.20
52″	52-6/16"	1.63	7.10	52-6/16"	3.20	13.30	52-6/16"	5.18	22.40	52-7/16"	6.55	28.50
56″	56-5/16"	1.63	7.70	56-5/16"	3.20	14.80	56-5/16"	5.16	24.20	56-5/16"	6.55	30.50
60″	60-4/16"	1.63	8.20	60-4/16"	3.20	16.00	60-4/16"	5.15	26.00	60-4/16"	6.45	32.25
64″	64-3/16"	1.63	8.80	64-3/16"	3.20	17.00	64-3/16"	5.13	27.60	64-3/16"	6.45	34.40
68″	68-2/16"	1.62	9.30	68-2/16"	3.15	18.00	68-2/16"	5.11	29.20	69-3/16"	6.45	36.55
72″	72-1/16"	1.62	9.80	72-1/16"	3.15	18.90	72-1/16"	5.10	30.80	72-11/16"	6.40	38.40
76″	76 "	1.62	10.40	76 "	3.15	19.00	76 "	5.08	32.40	76-12/16"	6.40	40.50
80″	79-15/16"	1.62	10.90	79-15/16"	3.15	21.50	79-15/16"	5.06	34.00	80-11/16"	6.40	43.00
84″	83-14/16"	1.62	11.50	83-14/16"	3.15	22.05	83-15/16"	5.05	35.70	84-11/16"	6.25	43.75
88″	87-13/16"	1.62	12.00	87-13/16"	3.15	23.00	87-12/16"	5.03	37.10	88-13/16"	6.25	46.00
92″	91-12/16"	1.62	12.50	91-12/16"	3.10	24.00	91-12/16"	5.01	38.50	92-12/16"	6.25	48.00
96″	95-12/16"	1.62	13.1	95-12/16"	3.10	24.80	97 "	5.00	40.00	96-11/16"	6.15	49.20
100″	99-10/16"	1.61	13.5	99-10/16"	3.10	26.30	100-15/16"	4.98	41.60	100-10/16"	6.15	51.25
104″	103-8/16"	1.61	14.00	103-8/16"	3.05	27.10	104-11/16"	4.96	43.20	104-10/16"	6.15	53.00
108″	107-7/16"	1.60	14.50	107-7/16"	3.05	28.00	108-13/16"	4.95	44.80	108-7/16"	6.00	54.00
112″	111-7/16"	1.60	15.00	111-7/16"	3.05	28.50	112-12/16"	4.93	46.20	112-7/16"	6.00	56.00
116″	115-6/16"	1.60	15.50	115-6/16"	3.05	30.00	116-11/16"	4.91	47.60	116-7/16"	6.00	58.00
120″	119-5/16"	1.59	16.50	119-5/16"	3.00	30.50	120-11/16"	4.90	48.90	120-4/16"	5.90	59.00
124″	123-4/16"	1.59	17.00	123-4/16"	3.00	31.50	124-9/16″	4.88	50.40	124-3/16″	5.90	60.60
128″	127-3/16"	1.59	17.50	127-3/16"	3.00	32.50	128-9/16″	4.86	51.90	128-7/16"	5.90	62.20
132″	132-2/16"	1.59	18.10	132-2/16"	2.95	33.50	132-7/16"	4.85	53.30	133-1/16"	5.80	63.80
136″	136-1/16"	1.59	18.60	136-1/16"	2.95	34.30	136-7/16″	4.83	54.70	138"	5.80	65.30
140″	140"	1.59	19.10	140"	2.95	35.20	140-6/16″	4.81	56.10	141-15/16"	5.80	66.80
144″	143-15/16"	1.58	19.64	143-15/16"	2.90	36.00	144-3/16″	4.80	57.40	143-15/16"	5.70	68.40



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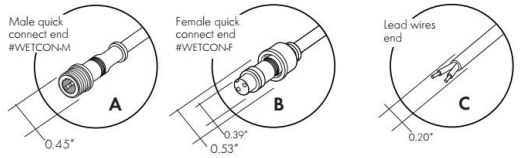
LUMINII
KENDO M WET
KMW-144-30K-LO-F-AH-SA-E-1X2/ IP67-48/ LVSP-WET/ LVSP-WET-CM/
PSV-96-24-U2DIM-IP65
TYPE L3
1

Kendo M Wet | Linear Illumination System

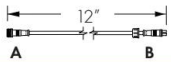
luminii

Connectors

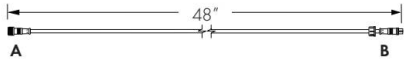


Linking and Extension Cable

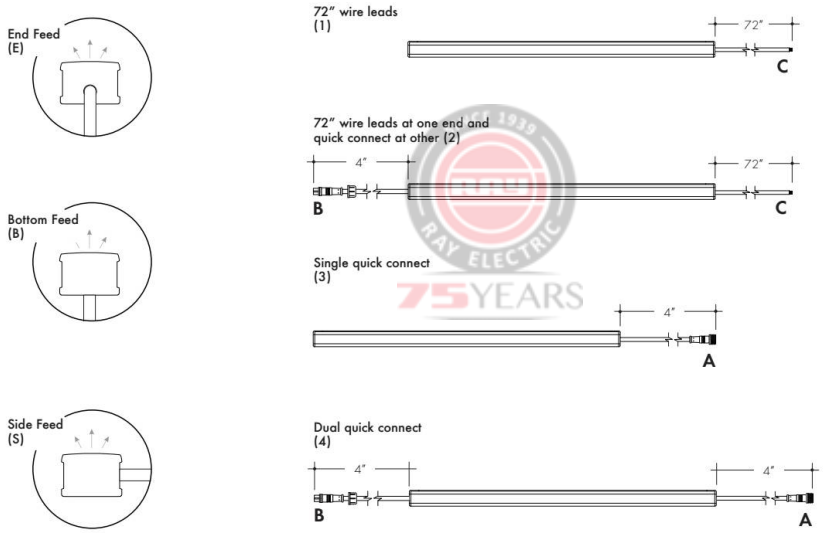
Male/female Joiner 12" - Part # IP67-12



Male/female Joiner 48" - Part # IP67-48

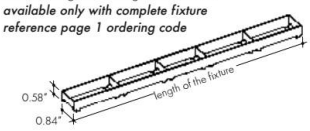


Powerfeed options with fixed bracket

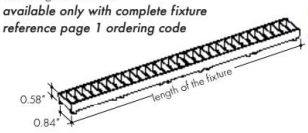


Accessory options

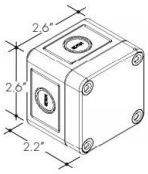
Glare Shield:
redirect the light to avoid glare from fixture
available only with complete fixture
reference page 1 ordering code



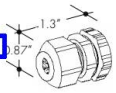
Blade Louver:
control light distribution
available only with complete fixture
reference page 1 ordering code



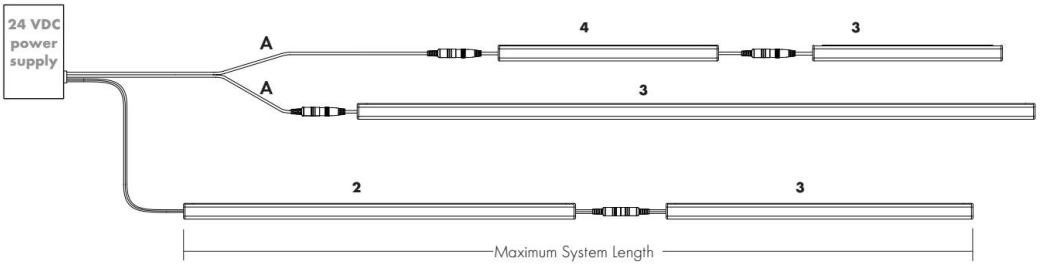
Splice Box:
Wet rated, low voltage
splice box, gray
Part # LVSP-WET



Connector:
Low voltage splice box
wet cable management
gray
Part # LVSP-WET-CM



Sample layout of powerfeed connections



Kendo M Wet | Linear Illumination System

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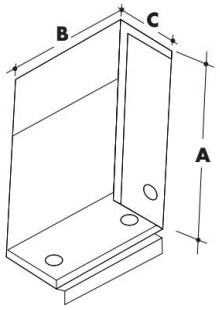
Power supply

See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

Magnetic Low Voltage Dimming Power Supplies:

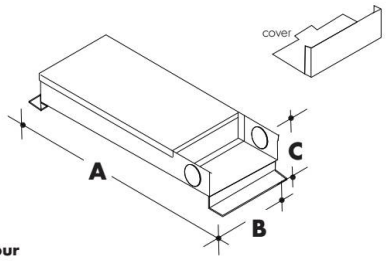
MODEL	POWER	OUTPUT	INPUT
PSD	48	24	
PSD - PSD Series **dims down to 0%**	48 - 48 W 96 - 96 W 288 - 288 W (3x 96W)	24 - 24 VDC	Blank - 120 V 240 - 240 V 277 - 277 V



MODELS	PSD 48	PSD 96	PSD 288
A Length	11.25"	11.25"	13.06"
B Width	3.42"	3.42"	8.42"
C Depth	3.42"	3.27"	4.47"

Electronic Low Voltage Dimming Power Supplies:

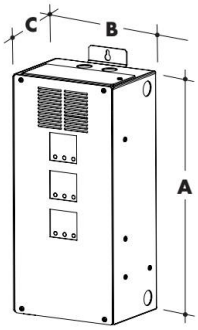
MODEL	CIRCUIT x POWER	OUTPUT	INPUT
CVE	48D	24	
CVE - CVE Series **dims down to 0.1%**	48D - 48W 48X2D - 2 x 48W 48X3D - 3 x 48W 48X4D - 4 x 48W 96D - 96W 96X2D - 2 x 96W 96X3D - 3 x 96W 96X4D - 4 x 96W	24 - 24 VDC	Blank - 120 V 277 - 240/277 V



MODELS	Single circuit	Dual circuit	Three circuit	Four circuit
A Length	13.9"	13.8"	13.8"	13.8"
B Width	2.3"	4.0"	5.9"	7.75"
C Depth	1.3"	1.9"	1.9"	1.9"

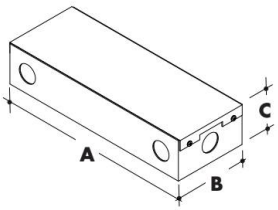
0-10V Dimming Power Supplies:

MODEL	POWER	OUTPUT	DIMMING
PS010V	3X96	24	LIN
PS010V - 0-10V Power Supply **dims down to 0%**	96 - 96 WATT 3X96 - 3 X 96 WATT	24 - 24 VDC	LIN - Linear LOG - Logarithmic



MODELS	96 W	3X96
A Length	14.40"	15.75"
B Width	5.20"	6.60"
C Depth	2.60"	4.80"

MODEL	POWER	OUTPUT	DIMMING	LOCATION
PSV	40	24V	U2DIM	D
PSV - PSV Series **dims down to 5%**	40 - 40 W 60 - 60 W 96 - 96 W	24 - 24 VDC	U2DIM - Dimming 0-10V	D - Dry Location IP65 - Wet Location



MODELS	PSV Dry	PSV Wet
A Length	9.2"	9.5"
B Width	3.4"	4.12"
C Depth	1.9"	2.3"

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Power supply

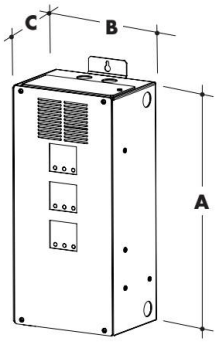
See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

DMX Dimming Power Supplies:

MODEL		POWER		OUTPUT
PSDMX	-	96	-	24
PSDMX - DMX Power Supply		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC

- Features eldoLED's LINEARdrive configurable dimmable drivers

MODELS	3X96 W
A Length	15.75"
B Width	6.60"
C Depth	4.80"

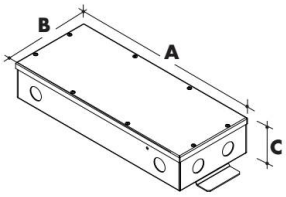


DALI Dimming Power Supplies:

MODEL		POWER		OUTPUT
PSDALI	-	96	-	24
PSDALI - DALI Power Supply **dims down to 0%**		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC

- Features eldoLED's LINEARdrive configurable dimmable drivers

MODELS	96 W
A Length	14.40"
B Width	5.20"
C Depth	2.60"



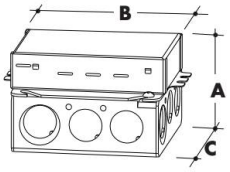
LUTRON®

Luminii is a Lutron OEM Advantage Partner

MODEL
LTEA4U1UKL-CV240
Lutron -Hi-lume™ 1% 2-wire LED driver (120V forward phase only)

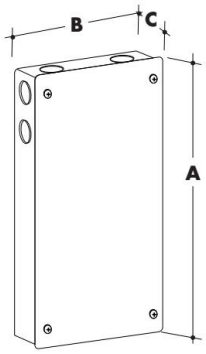
MODEL
L3DA4U1UKL-CV240
Hi-lume™ 1% EcoSystem Voltage LED Driver

MODELS	LTEA	L3DA
A Length	4.89"	4.89"
B Width	2.66"	2.66"
C Depth	4.00"	4.00"



MODEL
L3D0-96W24V-U
Hi-lume™ 0.1% EcoSystem Voltage LED Driver with Soft-On, Fade-to-Black™

MODELS	L3DO
A Length	10.50"
B Width	5.50"
C Depth	2.00"



PERNOI
LUMINII
KENDO M WET
KMW-144-30K-LO-F-AH-SA-E-1X2/ IP67-48/ LVSP-WET/ LVSP-WET-CM/
PSV-96-24-U2DIM-IP65
TYPE L3
1

Kendo M Wet | Linear Illumination System

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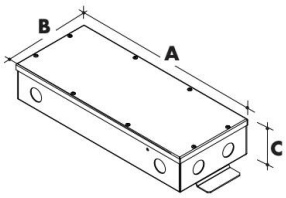
Enlighted Enabled Dimming Power Supplies:

MODEL		POWER		OUTPUT		DIMMING		Location
PSV	-	96	-	24	-	ENL	-	D
PSV- LED Power Supply		96 - 96 WATT		24 - 24 VDC		ENL - Enlighted Dimming		D - Damp

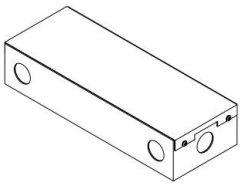
MODELS	96 W
A Length	14.40"
B Width	5.20"
C Depth	2.60"



Non-Dimming Power Supplies:

MODEL		POWER		OUTPUT		DIMMING		LOCATION
PSV	-	40	-	24V	-	U2ND	-	D
PSV - PSV Series		40 - 40 W 60 - 60 W 96 - 96 W		24 - 24 VDC *U2DIM=DIMMING 0-10V		U2ND - Non Dimming		D - Dry Location IP65 - Wet Location

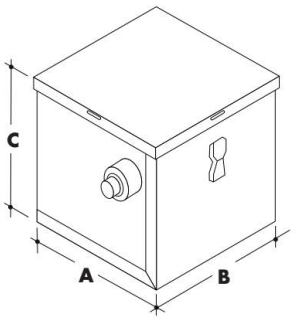
MODELS	PSV Dry	PSV Wet
A Length	9.2"	9.5"
B Width	3.4"	4.12"
C Depth	1.9"	2.3"



In ground, Electronic Low Voltage Dimming Power Supplies:

MODEL		CIRCUIT x POWER		OUTPUT		INPUT
IG-CVE	-	96X2	-	24	-	
IG-CVE - In ground CVE Series **dims down to 0.1%**		96X2 - 2 x 96W		24 - 24 VDC		Blank - 120 V 277 - 240/277 V

MODELS	Dual circuit
A Length	8.0"
B Width	8.0"
C Depth	8.0"



PERNOI
LUMINII
KENDO M WET
KMW-60-30K-LO-F-AH-SA-E-1X2
TYPE L3
2

Kendo M Wet | Linear Illumination System

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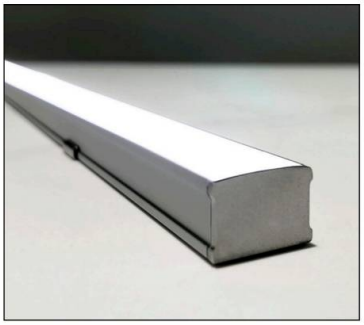


Features

- 24VDC Class 2 for wet locations fixtures made to order up to 144". Fixtures can be linked up to 35' depending on output
- Dot free even illumination achievable with frosted lens
- Vibrant colors with R9 values up to 98
- Single micro binned LEDs +/- 30 CCT
- Dims with minimal color shift
- Class 2 listed for wet locations
- 3 Year warranty

Finish options

IP67

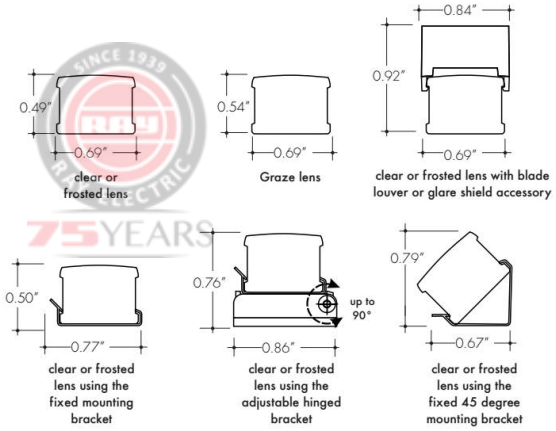
Made in USA

c UL us LISTED

dimmable

- Silver anodized
- Black powder coated
- Bronze powder coated
- White powder coated

Profile dimensions



Technical information

OUTPUT OPTIONS

Output	Lumens at 4000K (with clear lens)	Average power consumption at 4'	Lumens / Watt (with clear lens)	Maximum system length In series
LO (LL18)	74	1.6 W/ft	46 lm/W	80'
SO (LL36)	149	3.2 W/ft	47 lm/W	35'
HO (LL54)	209	5.2 W/ft	40 lm/W	26'
VHO (LL72)	291	6.5 W/ft	45 lm/W	18'

CCT INFO/LUMEN MULTIPLIER **TM-30-15**

Color temperature	Multiplier (reference - 4000K)	CRI	R_f	R_g
2700K	0.73	97	95	101
3000K	0.81	91	89	98
3500K	0.86	94	90	102
4000K	1.00	94	86	96

Ordering code

MODEL	LENGTH	CCT	OUTPUT	LENS	MOUNTING	FINISH	POWER FEED POSITION / TYPE	ACCESSORIES
KMW	12	27K	LO	C	FC	SA	E	1	BLS
KMW Kendo M Wet	12" - 144" 4" increments *60"	27K - 2700 K 30K - 3000 K 35K - 3500 K 40K - 4000 K	LO - Low SO - Standard HO - High VHO - Very High	C - Clear F - Frosted G - Graze	FC - Fixed clip AH - Adjustable hinge mounting FC45 - Fixed clip 45 degree	SA - Silver BK - Black BZ - Bronze WH - White (BK,BZ,WH finishes will have an upcharge and require longer lead times)	E - End B - Bottom S - Side	1 - 72" wire leads 1X2 - 72" wire leads at both ends 2 - 72" wire leads at one end and quick connect at other 3 - Single quick connect 4 - Dual quick connect	- N/A, leave blank BLS - Blade louver, Silver BLBK - Blade louver, Black BLWH - Blade louver, White GSS - Glare shield, Silver GSBK - Glare shield, Black GSWH - Glare shield, White

PERNOI
LUMINII
KENDO M WET
KMW-60-30K-LO-F-AH-SA-E-1X2
TYPE L3
2

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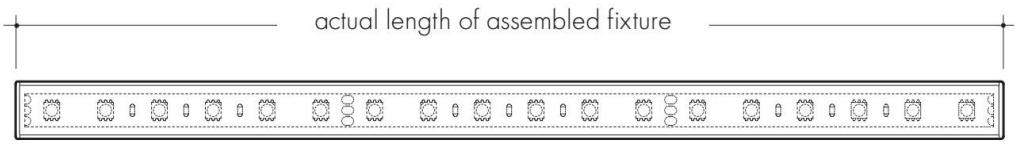
Power consumption per fixture length

Based on operation with PSD series of power supplies.

		LO			SO			HO			VHO	
Nominal Length	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage	Actual Length	W/ft	Total wattage
12″	13-2/16"	1.65	1.65	13-2/16"	3.25	3.25	13 "	5.35	5.30	13 "	6.75	6.75
16″	16-14/16"	1.65	2.00	16-14/16"	3.25	4.00	16-15/16"	5.33	7.06	16-11/16"	6.75	9.00
20″	20-14/16"	1.65	2.80	20-14/16"	3.25	5.25	20-15/16"	5.31	8.82	20-10/16"	6.75	11.25
24″	24-13/16"	1.65	3.00	24-13/16"	3.25	6.50	24-13/16"	5.30	10.60	24-11/16"	6.75	13.50
28″	28-12/16"	1.65	3.90	28-12/16"	3.25	7.75	28-12/16"	5.28	12.33	28-12/16"	6.75	16.75
32″	32-11/16"	1.65	4.00	32-11/16"	3.25	8.50	32-11/16"	526	14.06	32-11/16"	6.75	19.00
36″	36-10/16"	1.65	5.00	36-10/16"	3.25	9.75	36-10/16"	5.25	15.80	36-10/16"	6.65	19.95
40″	40-9/16"	1.64	5.50	40-9/16"	3.25	10.25	40-9/16"	5.23	17.40	40-9/16"	6.65	22.20
44″	44-7/16"	1.64	6.00	44-7/16"	3.20	11.75	44-8/16"	5.21	19.00	44-9/16"	6.65	24.40
48″	48-7/16"	1.63	6.60	48-7/16"	3.20	12.80	48-7/16"	5.20	20.60	48-7/16"	6.55	26.20
52″	52-6/16"	1.63	7.10	52-6/16"	3.20	13.30	52-6/16"	5.18	22.40	52-7/16"	6.55	28.50
56″	56-5/16"	1.63	7.70	56-5/16"	3.20	14.80	56-5/16"	5.16	24.20	56-5/16"	6.55	30.50
60″	60-4/16"	1.63	8.20	60-4/16"	3.20	16.00	60-4/16"	5.15	26.00	60-4/16"	6.45	32.25
64″	64-3/16"	1.63	8.80	64-3/16"	3.20	17.00	64-3/16"	5.13	27.60	64-3/16"	6.45	34.40
68″	68-2/16"	1.62	9.30	68-2/16"	3.15	18.00	68-2/16"	5.11	29.20	69-3/16"	6.45	36.55
72″	72-1/16"	1.62	9.80	72-1/16"	3.15	18.90	72-1/16"	5.10	30.80	72-11/16"	6.40	38.40
76″	76 "	1.62	10.40	76 "	3.15	19.00	76 "	5.08	32.40	76-12/16"	6.40	40.50
80″	79-15/16"	1.62	10.90	79-15/16"	3.15	21.50	79-15/16"	5.06	34.00	80-11/16"	6.40	43.00
84″	83-14/16"	1.62	11.50	83-14/16"	3.15	22.05	83-15/16"	5.05	35.70	84-11/16"	6.25	43.75
88″	87-13/16"	1.62	12.00	87-13/16"	3.15	23.00	87-12/16"	5.03	37.10	88-13/16"	6.25	46.00
92″	91-12/16"	1.62	12.50	91-12/16"	3.10	24.00	91-12/16"	5.01	38.50	92-12/16"	6.25	48.00
96″	95-12/16"	1.62	13.1	95-12/16"	3.10	24.80	97 "	5.00	40.00	96-11/16"	6.15	49.20
100″	99-10/16"	1.61	13.5	99-10/16"	3.10	26.30	100-15/16"	4.98	41.60	100-10/16"	6.15	51.25
104″	103-8/16"	1.61	14.00	103-8/16"	3.05	27.10	104-11/16"	4.96	43.20	104-10/16"	6.15	53.00
108″	107-7/16"	1.60	14.50	107-7/16"	3.05	28.00	108-13/16"	4.95	44.80	108-7/16"	6.00	54.00
112″	111-7/16"	1.60	15.00	111-7/16"	3.05	28.50	112-12/16"	4.93	46.20	112-7/16"	6.00	56.00
116″	115-6/16"	1.60	15.50	115-6/16"	3.05	30.00	116-11/16"	4.91	47.60	116-7/16"	6.00	58.00
120″	119-5/16"	1.59	16.50	119-5/16"	3.00	30.50	120-11/16"	4.90	48.90	120-4/16"	5.90	59.00
124″	123-4/16"	1.59	17.00	123-4/16"	3.00	31.50	124-9/16″	4.88	50.40	124-3/16″	5.90	60.60
128″	127-3/16"	1.59	17.50	127-3/16"	3.00	32.50	128-9/16″	4.86	51.90	128-7/16"	5.90	62.20
132″	132-2/16"	1.59	18.10	132-2/16"	2.95	33.50	132-7/16"	4.85	53.30	133-1/16"	5.80	63.80
136″	136-1/16"	1.59	18.60	136-1/16"	2.95	34.30	136-7/16″	4.83	54.70	138"	5.80	65.30
140″	140"	1.59	19.10	140"	2.95	35.20	140-6/16″	4.81	56.10	141-15/16"	5.80	66.80
144″	143-15/16"	1.58	19.64	143-15/16"	2.90	36.00	144-3/16″	4.80	57.40	143-15/16"	5.70	68.40



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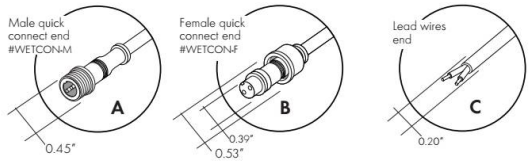
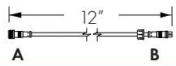
Connectors

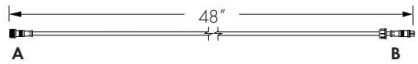


Linking and Extension Cable

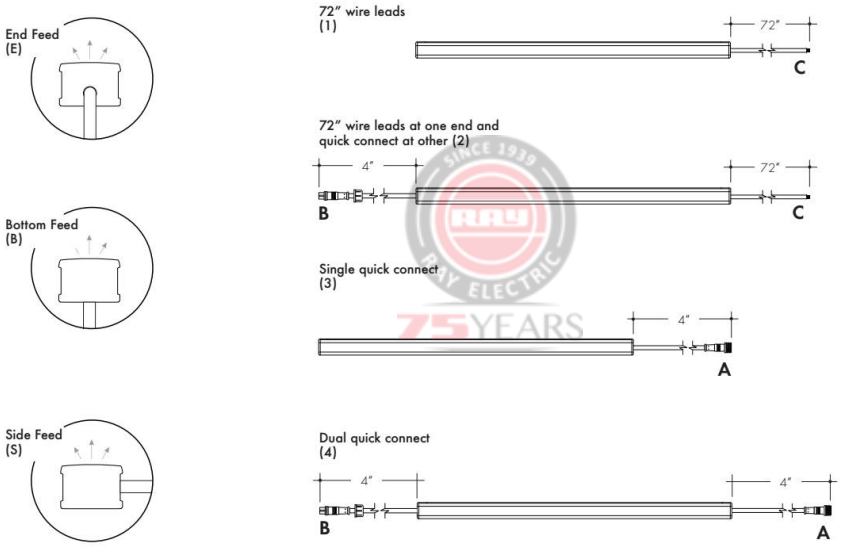
Male/female Joiner 12" - Part # IP67-12



Male/female Joiner 48" - Part # IP67-48

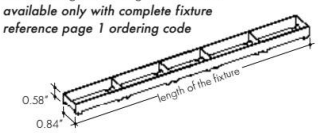


Powerfeed options with fixed bracket

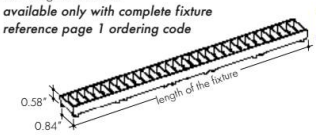


Accessory options

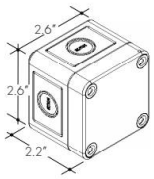
Glare Shield:
redirect the light to avoid glare from fixture
available only with complete fixture
reference page 1 ordering code



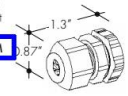
Blade Louver:
control light distribution
available only with complete fixture
reference page 1 ordering code



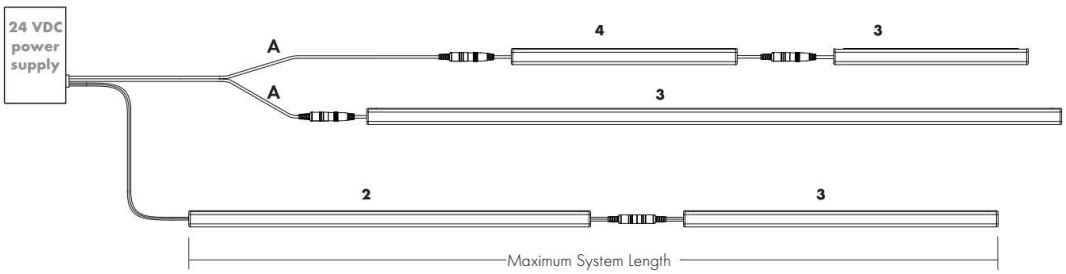
Splice Box:
Wet rated, low voltage splice box, gray
Part # LVSP-WET



Connector:
Low voltage splice box wet cable management gray
Part # LVSP-WET-CM



Sample layout of powerfeed connections



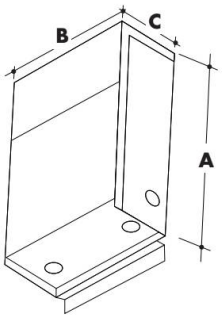
Power supply

See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

Magnetic Low Voltage Dimming Power Supplies:

MODEL		POWER		OUTPUT		INPUT
PSD	-	48	-	24	-	
PSD - PSD Series **dims down to 0%**		48 - 48 W 96 - 96 W 288 - 288 W (3x 96W)		24 - 24 VDC		Blank - 120 V 240 - 240 V 277 - 277 V

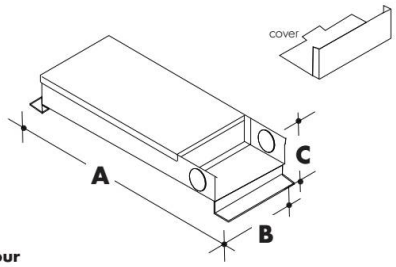
MODELS	PSD 48	PSD 96	PSD 288
A Length	11.25"	11.25"	13.06"
B Width	3.42"	3.42"	8.42"
C Depth	3.42"	3.27"	4.47"



Electronic Low Voltage Dimming Power Supplies:

MODEL		CIRCUIT x POWER		OUTPUT		INPUT
CVE	-	48D	-	24	-	
CVE - CVE Series **dims down to 0.1%**		48D - 48W 48X2D - 2 x 48W 48X3D - 3 x 48W 48X4D - 4 x 48W 96D - 96W 96X2D - 2 x 96W 96X3D - 3 x 96W 96X4D - 4 x 96W		24 - 24 VDC		Blank - 120 V 277 - 240/277 V

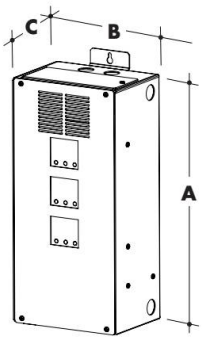
MODELS	Single circuit	Dual circuit	Three circuit	Four circuit
A Length	13.9"	13.8"	13.8"	13.8"
B Width	2.3"	4.0"	5.9"	7.75"
C Depth	1.3"	1.9"	1.9"	1.9"



0-10V Dimming Power Supplies:

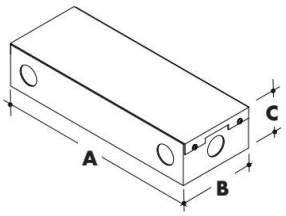
MODEL		POWER		OUTPUT		DIMMING
PS010V	-	3X96	-	24	-	LIN
PS010V - 0-10V Power Supply **dims down to 0%**		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC		LIN - Linear LOG - Logarithmic

MODELS	96 W	3X96
A Length	14.40"	15.75"
B Width	5.20"	6.60"
C Depth	2.60"	4.80"



MODEL		POWER		OUTPUT		DIMMING		LOCATION
PSV	-	40	-	24V	-	U2DIM	-	D
PSV - PSV Series **dims down to 5%**		40 - 40 W 60 - 60 W 96 - 96 W		24 - 24 VDC		U2DIM - Dimming 0-10V		D - Dry Location IP65 - Wet Location

MODELS	PSV Dry	PSV Wet
A Length	9.2"	9.5"
B Width	3.4"	4.12"
C Depth	1.9"	2.3"



Power supply

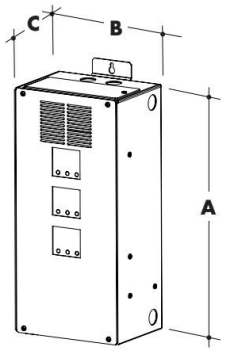
See fixture and power supply instructions & spec sheet for wiring information. Dimming possible in select models - view Luminii website for list of compatible dimmers.

DMX Dimming Power Supplies:

MODEL		POWER		OUTPUT
PSDMX	–	96	–	24
PSDMX - DMX Power Supply		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC

- Features eldoLED's LINEARdrive configurable dimmable drivers

MODELS	3X96 W
A Length	15.75"
B Width	6.60"
C Depth	4.80"

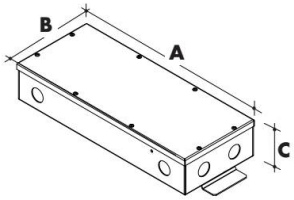


DALI Dimming Power Supplies:

MODEL		POWER		OUTPUT
PSDALI	–	96	–	24
PSDALI - DALI Power Supply **dims down to 0%**		96 - 96 WATT 3X96 - 3 X 96 WATT		24 - 24 VDC

- Features eldoLED's LINEARdrive configurable dimmable drivers

MODELS	96 W
A Length	14.40"
B Width	5.20"
C Depth	2.60"



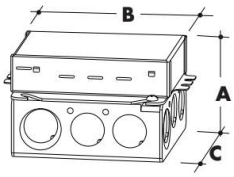
LUTRON®

Luminii is a Lutron OEM Advantage Partner

MODEL
LTEA4U1UKL-CV240
Lutron – Hi-lume™ 1% 2-wire LED driver (120V forward phase only)

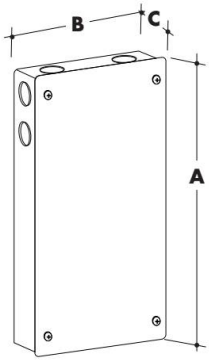
MODEL
L3DA4U1UKL-CV240
Hi-lume™ 1% EcoSystem Voltage LED Driver

MODELS	LTEA	L3DA
A Length	4.89"	4.89"
B Width	2.66"	2.66"
C Depth	4.00"	4.00"



MODEL
L3D0-96W24V-U
Hi-lume™ 0.1% EcoSystem Voltage LED Driver with Soft-On, Fade-to-Black™

MODELS	L3DO
A Length	10.50"
B Width	5.50"
C Depth	2.00"



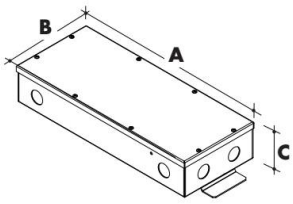
Kendo M Wet | Linear Illumination System

luminii

Enlighted Enabled Dimming Power Supplies:

MODEL		POWER		OUTPUT		DIMMING		Location
PSV	–	96	–	24	–	ENL	–	D
PSV- LED Power Supply		96 - 96 WATT		24 - 24 VDC		ENL - Enlighted Dimming		D - Damp

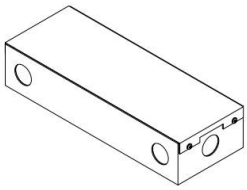
MODELS	96 W
A Length	14.40"
B Width	5.20"
C Depth	2.60"



Non-Dimming Power Supplies:

MODEL		POWER		OUTPUT		DIMMING		LOCATION
PSV	–	40	–	24V	–	U2ND	–	D
PSV - PSV Series		40 - 40 W 60 - 60 W 96 - 96 W		24 - 24 VDC *U2DIM=DIMMING 0-10V		U2ND - Non Dimming		D - Dry Location IP65 - Wet Location

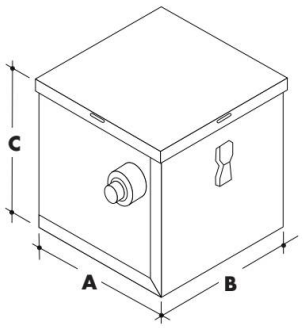
MODELS	PSV Dry	PSV Wet
A Length	9.2"	9.5"
B Width	3.4"	4.12"
C Depth	1.9"	2.3"



In ground, Electronic Low Voltage Dimming Power Supplies:

MODEL		CIRCUIT x POWER		OUTPUT		INPUT
IG-CVE	–	96X2	–	24	–	
IG-CVE - In ground CVE Series **dims down to 0.1%**		96X2 - 2 x 96W		24 - 24 VDC		Blank - 120 V 277 - 240/277 V

MODELS	Dual circuit
A Length	8.0"
B Width	8.0"
C Depth	8.0"



HALO

DESCRIPTION

High efficacy low profile track fixture ideal for accent and display lighting applications. Featuring die cast construction with a simple low profile design. These lampholders are perfect for those applications where performance is required from a discreet source.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Quick Lock Adapter*
Attaches electrically and mechanically anywhere along the track. Includes discrete locking tab that locks the luminaire on the track and allows for easy removal and repositioning.

Heat Sink
Aluminum die-cast heat sink provides exceptional thermal management to yield 70% lumen maintenance after 50,000 hours of operation.

LED Light Engine
Chip on board LED provides a uniform source with high efficiency and no pixilation. Available in 90 CRI minimum, R9 greater than 50 and color accuracy within 3 SDCM provide color accuracy and uniformity.

Optics
Configurable optics allow for the reflectors to be changed in the field to adjust to the current lighting need. Available in spot, flood and narrow flood distributions.

Media
Precision designed trim ring contains unique teeth locking mechanism, and can accept up to 2 pieces of standard media. The 3" diameter fixture accepts PAR 20 standard media. The 4" diameter fixture accepts PAR 30 standard media.

Luminaire Arm
Arm allows the lamp housing tilt to adjust ±180° vertically and ±350° horizontally. This enables a clean look while providing full aiming capabilities.

Dimming
TRIAC, ELV or Phasecut
- Designed for continuous dimming capability to nominally 5% with many 120V Leading Edge (LE) and Trailing Edge (TE) Phase Control Dimmers. (Dimmers with low end trim adjustment offer greater assurance of achieving 5% level.)
- Consult dimmer manufacturer for compatibility and conditions od use.

Warranty
Five year limited warranty, consult website for details.
www.eaton.com/lighting/legal.

Drivers
3" fixtures (12W and 21W) contain integral 120V, 50/60 Hz constant current driver that provides noise free operation. 4" fixtures (35W) contain 120V 50/60Hz constant current driver that provides noise free operation.

Compliance
cULus listed / certified for use with Halo Single Circuit Power-Trac and Global® TEK/HTEK track (See Footnote #1 below Ordering Information). NSF non-food zone compliant. EMI/RFI emissions per FCC 47CFR Part 15 Class B consumer limits. Contains no mercury or lead and RoHS compliant. Photometric testing in accordance with IES LM-79-08. Lumen maintenance projections in accordance with IES LM-80-08 and TM-21-11.

NSF/ANSI 2

L808

LED Track Head
3-Inch and 4-Inch
Flat Back Cylinder

90 CRI

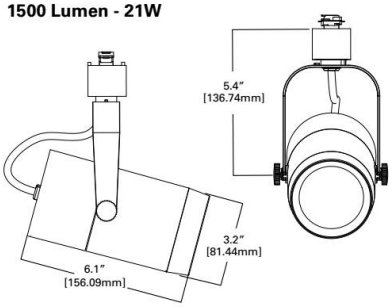
850lm package - 12W	CBCP
Spot 14°	8,544
Narrow Flood 21°	5,207
Flood 41°	1,610
Lighting Data - 3000K Spot	
Lumens	1007
Lumens per watt:	84.6
Energy Data	
Input Power:	11.89W
Power Factor:	≥.99
Input Current:	.113A

1500lm package - 21W	CBCP
Spot 14°	11,474
Narrow Flood 21°	7,778
Flood 41°	2,864
Lighting Data - 3000K Spot	
Lumens	1506
Lumens per watt:	72.7
Energy Data	
Input Power:	20.66W
Power Factor:	≥.99
Input Current:	.174A

2500lm package - 35W	CBCP
Spot 12°	29,149
Narrow Flood 24°	9,865
Flood 33°	6,485
Lighting Data - 3000K Spot	
Lumens	2404
Lumens per watt:	68.9
Energy Data	
Input Power:	34.86W
Power Factor:	≥.99
Input Current:	.29A

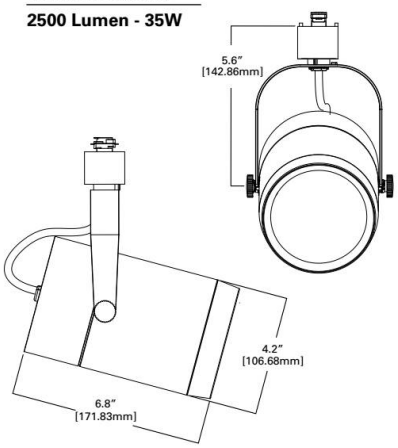
3-Inch Fixture**

850 Lumen - 12W
1500 Lumen - 21W



4-Inch Fixture**

2500 Lumen - 35W



Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.eaton.com/lighting

Specifications and dimensions subject to change without notice.

***Note:** Fixture to only be attached to horizontally installed track systems.
****Note:** The above drawing represents the 808 track with Halo Adapter. Other adapter options may be different in size and apperance.

L808

ORDERING INFORMATION

SAMPLE NUMBER: L80815SP9030AH (Halo Track connector, 1500 lumen, Spot Distribution, 90 CRI, 3000K, with Aluminum Haze Finish)

Track	LED	Series	Lumen Package	Distribution	CRI	CCT	Finish	Voltage
L=Halo Single Circuit Power Trac **LJ**=Juno® Track[1] **LL**=Lightolier® Track[2] **L2G**=Global® TEK or HTEK[3] **LZ**=Lazer and Halo two circuit Power Trac (round adapter)	**8**=LED	**08**=Cylinder	**08**=850 lm **15**=1500 lm **25**=2500 lm	**SP**=Spot **NF**=Narrow Flood **FL**=Flood	**90**=90	**27**=2700K **30**=3000K **35**=3500K **40**=4000K	**AH**=Aluminum Haze **MB**=Black **P**=White	**Blank**=120V **277**=277V[4]

Accessories (order separately)

Reflectors
SREF-808302-PK= Spot Reflector 3"
FREF-808302-PK=Flood Reflector 3"
NFREF-808302-PK=Narrow Flood Reflector 3"
SREF-808402-PK= Spot Reflector 4"
FREF-808402-PK=Flood Reflector 4"
NFREF-808402-PK=Narrow Flood Reflector 4"

Media - 3"

Color Filters
F22-20=Red
F33-20=Blue
F44-20=Green
F55-20=Yellow
F66-20=Mercury

Dichronic Filters
F71-20=Peach
F72-20=Amber
F73-20=Green
F74-20=Medium Blue
F75-20=Yellow
F76-20=Red
F77-20=Dark Blue
F78-20=Light Blue
F79-20=Neutral Density
F80-20=Magenta

Beam-Modifying Lenses
DIF-20=Diffused Lens
OSL-20=Overall Spread Lens
LSL-20=Linear Spread Lens

Louvers
LVR-20=Hex Cell Louver

Media - 4"

Color Filters
LND-RED=Red Color Filter
LND-BLU=Blue Color Filter

Dichronic Filters
LND-CLR=Clear Protective Glass Lens
LND-AMB=Amber Color Filter
LND-PCH=Cosmetic Peach Filter
LND-MWL=Milk White Lens

Beam-Modifying Lenses
LND-UVF=Optivex™ UN Filter
LND-DSL=Diffusion Spread Lens
LND-LSL=Linear Spread Lens
LND-PSL=Prismatic Spread Lens

Louvers
LND-LVR=Hex Cell Louver

NOTES: 1. Juno® T single circuit and 2-circuit track contact. Juno® is a registered trademark of Juno® Lighting. **2.** Lightolier® Lyfespan 6000 single circuit and 2 circuit track contact. Lightolier® is a registered trademark of Philips Lighting. **3.** Global® is a registered trademark of Nordic Aluminum. **4.** Only available with L2G adapter for Global HTEK track.

Select models are DesignLights™ Consortium Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.

Summary based 90 CRI 3000K White finish. Full data available in IES files online.

PHOTOMETRICS

12W

Color Temp = 3000K
4000K Multiplier = 1.25

0 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W
Spot: 14°	5'	341.9	1.2	1.2
CBCP: 8544	7.5'	152	1.8	1.8
Lumens: 1007	10'	85.5	2.4	2.4
LpW: 84.6	12.5'	54.7	3	3
	15'	38	3.6	3.6
Narrow Flood: 21°	5'	208.3	1.8	1.8
CBCP: 5207	7.5'	92.6	2.6	2.6
Lumens: 994	10'	52.1	3.6	3.6
LpW: 83.5	12.5'	33.3	4.4	4.4
	15'	23.1	5.4	5.4
Flood: 41°	5'	77.4	3.4	3.4
CBCP: 1610	7.5'	34.4	5.2	5.2
Lumens: 945	10'	19.4	7	7
LpW: 79.4	12.5'	12.4	8.6	8.6
	15'	8.6	10.4	10.4

30 deg Aiming Angle Horizontal Footcandles

MH	FC	L	W	CB
5'	225.5	1.5	1.2	2.9
7.5'	100.2	2.3	2	4.3
10'	56.4	3.1	2.6	5.8
12.5'	36.1	3.9	3.4	7.2
15'	25.1	4.7	4	8.7
5'	140.5	2.3	2	2.9
7.5'	62.5	3.4	3	4.3
10'	35.1	4.6	4	5.8
12.5'	22.5	5.7	5	7.2
15'	15.6	6.9	6	8.7
5'	58.8	3.6	3.6	2.9
7.5'	26.1	5.4	5.6	4.3
10'	14.7	7.3	7.4	5.8
12.5'	9.4	9.1	9.2	7.2
15'	6.5	10.9	11.2	8.7

30 deg Aiming Angle Vertical Footcandles on Wall

D	FC	L	W	CB
3'	136	2.5	1.2	5.2
4'	76.5	3.5	1.8	6.9
5'	49	4.3	2.2	8.7
6'	34	5.2	2.6	10.4
3'	97.2	3.2	1.8	5.2
4'	54.7	4.3	2.4	6.9
5'	35	5.4	3	8.7
6'	24.3	6.5	3.6	10.4
3'	58.6	2.8	2.8	5.2
4'	32.9	3.8	3.8	6.9
5'	21.1	4.8	4.6	8.7
6'	14.6	5.7	5.6	10.4

60 deg Aiming Angle Vertical Footcandles on Wall

D	FC	L	W	CB
3'	626.3	0.8	0.8	1.7
4'	352.3	1.1	1	2.3
5'	225.5	1.5	1.2	2.9
6'	156.6	1.8	1.6	3.5
3'	390.4	1.3	1.2	1.7
4'	219.6	1.8	1.6	2.3
5'	140.5	2.3	2	2.9
6'	97.6	2.6	2.4	3.5
3'	163.3	2.1	2.2	1.7
4'	91.9	2.8	2.8	2.3
5'	58.8	3.6	3.6	2.9
6'	40.8	4.3	4.4	3.5

Powering Business Worldwide

L808

PHOTOMETRICS

21W

Color Temp = 3000K
4000K Multiplier = 1.25

0 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W
Spot: 14°	5'	511.3	1.2	1.2
CBCP: 11474	7.5'	227.3	1.8	1.8
Lumens: 1506	10'	127.8	2.4	2.4
LpW: 72.7	12.5'	81.8	3	3
	15'	56.8	3.6	3.6
Narrow Flood: 21°	5'	317	1.8	1.8
CBCP: 7778	7.5'	140.9	2.6	2.6
Lumens: 1512	10'	79.2	3.6	3.6
LpW: 73	12.5'	50.7	4.4	4.4
	15'	35.2	5.4	5.4
Flood: 41°	5'	117.8	3.4	3.4
CBCP: 2864	7.5'	52.4	5.2	5.2
Lumens: 1439	10'	29.5	7	7
LpW: 6935	12.5'	18.8	8.6	8.6
	15'	13.1	10.4	10.4

30 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W	CB
Spot: 14°	5'	337.2	1.5	1.2	2.9
CBCP: 11474	7.5'	149.9	2.3	2	4.3
Lumens: 1506	10'	84.3	3.1	2.6	5.8
LpW: 72.7	12.5'	54	3.9	3.4	7.2
	15'	37.5	4.7	4	8.7
Narrow Flood: 21°	5'	213.9	2.3	2	2.9
CBCP: 7778	7.5'	95.1	3.4	3	4.3
Lumens: 1512	10'	53.5	4.6	4	5.8
LpW: 73	12.5'	34.2	5.7	5	7.2
	15'	23.8	6.9	6	8.7
Flood: 41°	5'	89.5	3.6	3.6	2.9
CBCP: 2864	7.5'	39.8	5.4	5.6	4.3
Lumens: 1439	10'	22.4	7.3	7.4	5.8
LpW: 6935	12.5'	14.3	9.1	9.2	7.2
	15'	9.9	10.9	11.2	8.7

30 deg Aiming Angle Vertical Footcandles on Wall

	D	FC	L	W	CB
Spot: 14°	3'	203.5	2.5	1.2	5.2
CBCP: 11474	4'	114.5	3.5	1.8	6.9
Lumens: 1506	5'	73.2	4.3	2.2	8.7
LpW: 72.7	6'	50.9	5.2	2.6	10.4
Narrow Flood: 21°	3'	148	3.2	1.8	5.2
CBCP: 7778	4'	83.3	4.3	2.4	6.9
Lumens: 1512	5'	53.3	5.4	3	8.7
LpW: 73	6'	37	6.5	3.6	10.4
Flood: 41°	3'	89.1	2.8	2.8	5.2
CBCP: 2864	4'	50.1	3.8	3.8	6.9
Lumens: 1439	5'	32.1	4.8	4.6	8.7
LpW: 6935	6'	22.3	5.7	5.6	10.4

60 deg Aiming Angle Vertical Footcandles on Wall

	D	FC	L	W	CB
Spot: 14°	3'	936.8	0.8	0.8	1.7
CBCP: 11474	4'	526.9	1.1	1	2.3
Lumens: 1506	5'	337.2	1.5	1.2	2.9
LpW: 72.7	6'	234.2	1.8	1.6	3.5
Narrow Flood: 21°	3'	594.1	1.3	1.2	1.7
CBCP: 7778	4'	334.2	1.8	1.6	2.3
Lumens: 1512	5'	213.9	2.3	2	2.9
LpW: 73	6'	148.5	2.6	2.4	3.5
Flood: 41°	3'	248.6	2.1	2.2	1.7
CBCP: 2864	4'	139.8	2.8	2.8	2.3
Lumens: 1439	5'	89.5	3.6	3.6	2.9
LpW: 6935	6'	62.1	4.3	4.4	3.5

35W

Color Temp = 3000K
4000K Multiplier = 1.25

0 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W
Spot: 12°	5'	1170.1	1	1
CBCP: 29149	7.5'	520	1.4	1.4
Lumens: 2404	10'	292.5	2	2
LpW: 68.9	12.5'	187.2	2.4	2.4
	15'	130	3	3
Narrow Flood: 24°	5'	397.1	2	2
CBCP: 9865	7.5'	176.5	3	3
Lumens: 2272	10'	99.3	4	4
LpW: 65.1	12.5'	63.5	5	5
	15'	44.1	6	6
Flood: 33°	5'	261.2	2.6	2.6
CBCP: 6485	7.5'	116.1	4	4
Lumens: 2293	10'	65.3	5.2	5.2
LpW: 65.7	12.5'	41.8	6.6	6.6
	15'	29	8	8

30 deg Aiming Angle Horizontal Footcandles

	MH	FC	L	W	CB
Spot: 12°	5'	767.4	1.3	1	2.9
CBCP: 29149	7.5'	341.1	1.9	1.6	4.3
Lumens: 2404	10'	191.9	2.6	2.2	5.8
LpW: 68.9	12.5'	122.8	3.2	2.8	7.2
	15'	85.3	3.9	3.4	8.7
Narrow Flood: 24°	5'	274.9	2.5	2.2	2.9
CBCP: 9865	7.5'	122.2	3.8	3.2	4.3
Lumens: 2272	10'	68.7	5.1	4.4	5.8
LpW: 65.1	12.5'	44	6.4	5.6	7.2
	15'	30.5	7.7	6.6	8.7
Flood: 33°	5'	185.6	3.2	2.8	2.9
CBCP: 6485	7.5'	82.5	4.9	4.4	4.3
Lumens: 2293	10'	46.4	6.5	5.8	5.8
LpW: 65.7	12.5'	29.7	8.2	7.2	7.2
	15'	20.6	9.9	8.8	8.7

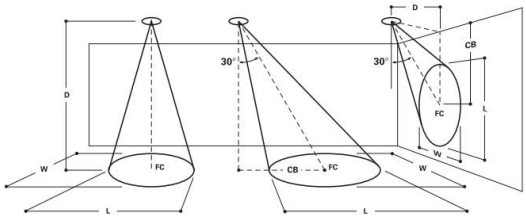
30 deg Aiming Angle Vertical Footcandles on Wall

	D	FC	L	W	CB
Spot: 12°	3'	449.5	2.1	1	5.2
CBCP: 29149	4'	252.8	2.8	1.4	6.9
Lumens: 2404	5'	161.8	3.5	1.8	8.7
LpW: 68.9	6'	112.4	4.3	2.2	10.4
Narrow Flood: 24°	3'	199.7	3.3	2	5.2
CBCP: 9865	4'	112.4	4.5	2.6	6.9
Lumens: 2272	5'	71.9	5.7	3.2	8.7
LpW: 65.1	6'	49.9	6.8	4	10.4
Flood: 33°	3'	150.8	3.4	2.4	5.2
CBCP: 6485	4'	84.8	4.5	3.4	6.9
Lumens: 2293	5'	54.3	5.6	4.2	8.7
LpW: 65.7	6'	37.7	6.8	5	10.4

60 deg Aiming Angle Vertical Footcandles on Wall

	D	FC	L	W	CB
Spot: 12°	3'	2131.7	0.7	0.6	1.7
CBCP: 29149	4'	1199.1	1	0.8	2.3
Lumens: 2404	5'	767.4	1.3	1	2.9
LpW: 68.9	6'	532.9	1.5	1.2	3.5
Narrow Flood: 24°	3'	763.5	1.4	1.2	1.7
CBCP: 9865	4'	429.5	2	1.8	2.3
Lumens: 2272	5'	274.9	2.5	2.2	2.9
LpW: 65.1	6'	190.9	3	2.6	3.5
Flood: 33°	3'	515.5	1.9	1.6	1.7
CBCP: 6485	4'	290	2.6	2.2	2.3
Lumens: 2293	5'	185.6	3.2	2.8	2.9
LpW: 65.7	6'	128.9	3.9	3.4	3.5

Notes and Definitions:
Beam spread is to 50% center beam candlepower (CBCP.)
D=Distance in feet to floor or wall.
FC=Footcandles on floor or wall at center beam aiming location.
L =Effective Visual Beam length in feet (50% of maximum footcandle level.)
W=Effective Visual Beam width in feet (50% of maximum footcandle level.)
CB=Distance in feet across or down to center beam location.



Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.eaton.com/lighting

Specifications and dimensions subject to change without notice.

HALO

DESCRIPTION

Miniature size, decorator finishes, push-in connectors, economy, all combine to make single-circuit Miniature Trac perfect for residential or commercial use. Polarized connectors and end caps are molded polycarbonate. Halo Miniature Track accepts both Halo and Lazer-by-Halo lampholders.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

A. Structural
- Extruded aluminum .060" [1.5mm] nominal wall thickness

B. Line Conductor
- Solid copper bus bars [cross section equivalent to #12 AWG wire].

C. Insulating Liner
- Extruded polyvinyl insulator.

D. Ground Conductor
- Exclusive independent grounding bus conductor. Maintains an independent positive ground #12 AWG path between lampholder, Trac channel and building's ground system.

E. Neutral Conductor
- Cross section equivalent of #12 AWG wire.

F. Polarity Indicator (Neutral)
- Visual polarity groove indicates proper electrical installation of lampholder adapter.

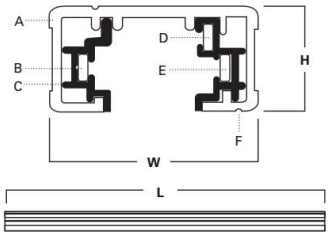
Listings
- cULus listed for use with Halo and Lazer-by-Halo lampholders.

Mounting
- Track system is recommended for ceiling mount only. For alternate mounting methods consult factory.

L650, L651
L652, L653

MINIATURE SINGLE CIRCUIT TRAC SYSTEM

Power -Trac



	L	W	H
L650 2' Nominal	20-1/8" [511mm]	1-3/8" [35mm]	11/16" [18mm]
L651 4' Nominal	44-1/8" [1121mm]	1-3/8" [35mm]	11/16" [18mm]
L652 8' Nominal	92-1/8" [2340mm]	1-3/8" [35mm]	11/16" [18mm]
L653 12' Nominal	140-1/8" [3559mm]	1-3/8" [35mm]	11/16" [18mm]

ORDERING INFORMATION

SAMPLE NUMBER: L651MB

Track	Finishes	Connectors (Order Separately)	Accessories (Order Separately)	Current Limiters (Order Separately)
L650= 2' **L651**= 4' **L652**= 8' **L653**= 12'	**P**=White **MB**=Black	**L900**=Outlet Box Cover **L901**=Live End Connector **L902**=Flexible Connector **L903**=Straight Connector **L904**=L Connector **L905**=T Connector **L906**=X Connector **L907**=Outlet Box for use with T-Bar ceiling **L908**=Mini Joiner **L909**=Floating Canopy and Connector **L950**=Cord and Plug Connector **L979**=Conduit Continuation Kit **L980**=Live End Conduit Adapter **DE600**=Dead End Finishes **P**=White **MB**=Black	**L951**=Wire Way Cover for Pendant Assembly Kit **L983**=T-Bar Attachment Clip **L992**=Pendant Kit Assembly **L48**=48" Steel Stem **L994**=Pendant Adapter Finishes **P**=White **MB**=Black	Current Limiter - End Feed **LC901CB120**=120W (1A @ 120V) **LC901CB300**=300W (2.5A @ 120V) **LC901CB600**=600W (5A @ 120V) **LC901CB960**=960W (8A @ 120V) **LC901CB1200**=1200W (10A @ 120V) Current Limiter - Center Feed **LC903CB120**=120W (1A @ 120V) **LC903CB300**=300W (2.5A @ 120V) **LC903CB600**=600W (5A @ 120V) **LC903CB960**=960W (8A @ 120V) **LC903CB1200**=1200W (10A @ 120V) Finishes **P**=White **MB**=Black

L650, L651, L652, L653

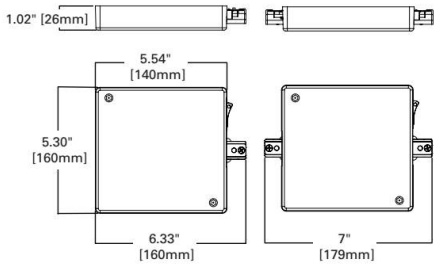
LC901, LC903 Current Limiter - End and Center Feeds

End-feed and Center-feed capable:
Five breaker sizes are available. Consult factory if other sizes are required. Can be utilized on hard or grid ceilings. Can be used with pendant suspended track. Breaker can be used as an on-off switch. Breaker features a "tripped" condition indicator. cULus Listed.

ORDERING INFORMATION

SAMPLE NUMBER: LC901CB120P

Feed Type	Circuit 1 Breaker	Finish
LC901= Halo Power-Trac 1-Circuit End Feed **LC903**= Halo Power-Trac 1-Circuit Center Feed	**CB120**=120W (1A @120V) **CB300**=300W (2.5A @120V) **CB600**=600W (5A @120V) **CB960**=960W (8A @120V) **CB1200**=1200W (10A @120V)	**P**=White **MB**=Black



Sample catalog number: LC901CB120P

Consult factory for Single Circuit Center-feed requiring two circuit breakers.

LC901
LC903

T24 Can be used to comply with California Title 24 High Efficacy requirements
T20 Certified to California Title 20 Appliance Database

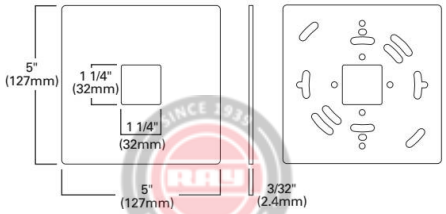
L900 - Outlet Box Cover

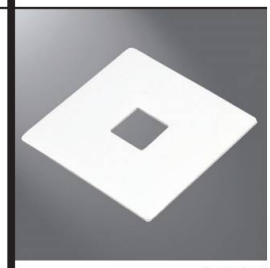
Can be used at any electrical feed connection point (Live, Straight, L, T or X). Drill guides on back for virtually all standard outlet boxes. Size: 5" sq. Screws included.
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L900P

Connector	Finish
L900= Outlet Box Cover	**P**=White **MB**=Black





L900

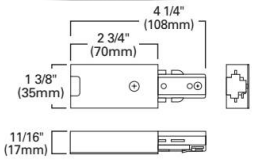
L901 - Live End Connector

To start a run.
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L901P

Connector	Finish
L901= Live End Connector	**P**=White **MB**=Black



L901

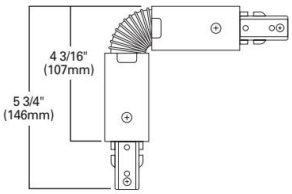
L902 - Flexible Connector

To connect two track sections at any angle up to 90° in either plane or wall to ceiling or pitched ceiling applications.
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L902P

Connector	Finish
L902= Flexible Connector	**P**=White **MB**=Black



L902

EATON
Powering Business Worldwide

L650, L651, L652, L653

L903 - Straight Connector

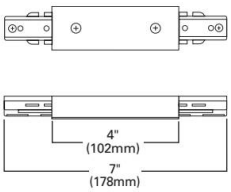
To connect two track sections end-to-end. L903 differs from mini connector L908 in that it provides a center feed option and is longer.May be used as feed point.

Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L903P

Connector	Finish
L903= Straight Connector	**P**=White **MB**=Black



L903

L904 - L Connector

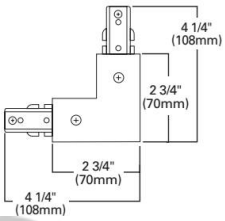
To connect two track sections at a right angle. Field adjustable for either right hand or left hand application. May be used as feed point.

Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L904P

Connector	Finish
L904= L Connector	**P**=White **MB**=Black



L904

L905 - T Connector

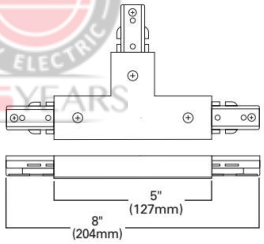
To connect three track sections into a T configuration. Field adjustable for either right hand or left hand application. May be used as feed point.

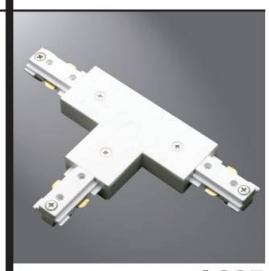
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L905P

Connector	Finish
L905= T Connector	**P**=White **MB**=Black





L905

L906 - X Connector

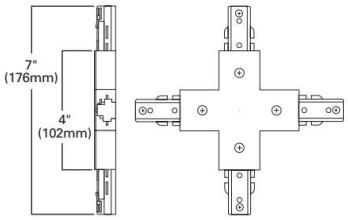
To connect four track sections into a cross configuration. May be used as feed point.

Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L906P

Connector	Finish
L906= X Connector	**P**=White **MB**=Black



L906

L907 - Outlet Box for use with T-Bar Ceiling

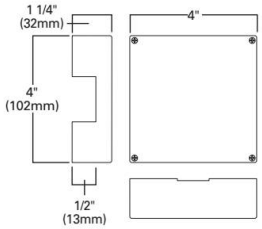
L901, L903, L904, L905 or L906 connector also required. 4″x 4″ x 1 1/8″.

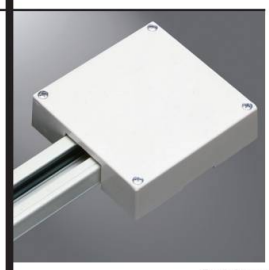
Color codes: P (White), MB (Black)

ORDERING INFORMATION

SAMPLE NUMBER: L907P

Connector	Finish
L907= Outlet Box for use with T-Bar Ceiling	**P**=White **MB**=Black





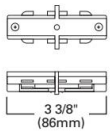
L907

L650, L651, L652, L653

L908 - Mini Joiner

A low profile connector to cleanly and crisply join two straight track sections end-to-end. (Note: The L908 is not a feed point).

Color codes: P (White), MB (Black)



L908

ORDERING INFORMATION

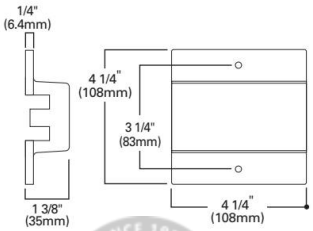
SAMPLE NUMBER: L908P

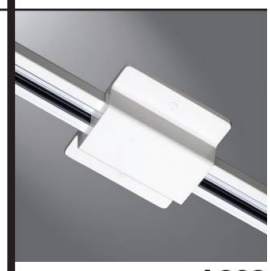
Connector	Finish
L908= Mini Joiner	**P**=White **MB**=Black

L909 - Floating Canopy and Connector

Track can be connected to existing outlet box located anywhere along the track. Comes with canopy cover, connector, dead-end and mounting hardware.
4 1/8" x 4 1/4" x 1 3/8".

Color codes: P (White), MB (Black)





L909

ORDERING INFORMATION

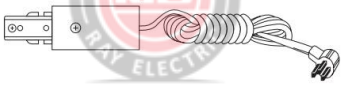
SAMPLE NUMBER: L909P

Connector	Finish
L909= Floating Canopy and Connector	**P**=White **MB**=Black

L950 - Cord and Plug Connector

12' three-wire cord with grounded plug. Maximum capacity 10 AMP.

Color codes: P (White), MB (Black)



L950

ORDERING INFORMATION

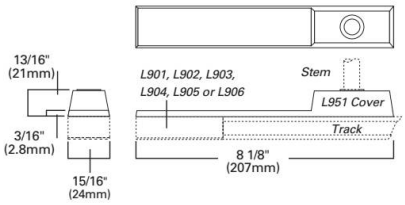
SAMPLE NUMBER: L950P

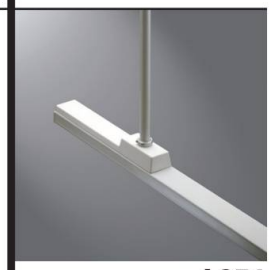
Connector	Finish
L950= Cord and Plub Connector	**P**=White **MB**=Black

L951 - Wire Way Cover for Pendant Assembly Kit

For track to be wired through stem(order one for each feed point used). For use with line connectors (L901, L902, L903, L904, L905 or L906) and pendant stem kit (L992)–order separately.

Color codes: P (White), MB (Black)





L951

ORDERING INFORMATION

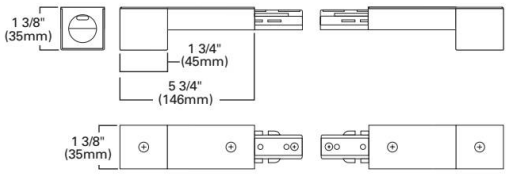
SAMPLE NUMBER: L951P

Connector	Finish
L951= Wire Way Cover for Pendant Assembly Kit	**P**=White **MB**=Black

L979 - Conduit Continuation Kit

Consisting of one left feed and one right feed. To continue a run around obstructions. Designed to accept 1/2" trade size conduit fitting (not included).

Color codes: P (White), MB (Black)



L979

ORDERING INFORMATION

SAMPLE NUMBER: L979P

Connector	Finish
L979= Conduit Continuation Kit	**P**=White **MB**=Black

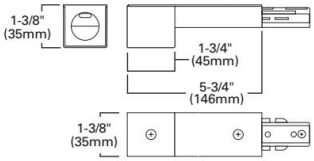
Powering Business Worldwide

L650, L651, L652, L653

L980 - Live End Conduit Adapter

Designed to accept standard 1/2" trade size conduit fitting (not supplied). Use when feeding to track through surface conduit system.

Color codes: P (White), MB (Black)



L980

ORDERING INFORMATION

SAMPLE NUMBER: L980P

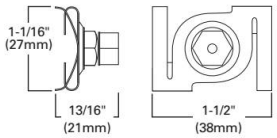
Connector	Finish
L980= Live End Conduit Adapter	**P**=White **MB**=Black

L983 - T-Bar Attachment Clip

Allows track to be attached to inverted tee ceiling. Order as follows: 2 kits for 2' Trac; 2 kits for 4' Trac; 3 kits for 8' Trac and 4 kits for 12' Trac.

L986 Mini-T Bar Clip

For mounting Trac on suspended ceilings with mini-grid (9/16" wide) system.



L983

ORDERING INFORMATION

SAMPLE NUMBER: L983P

Connector	Finish
L983= T-Bar Attachment Clip **L986**= Mini T-Bar Clip	**P**=White **MB**=Black

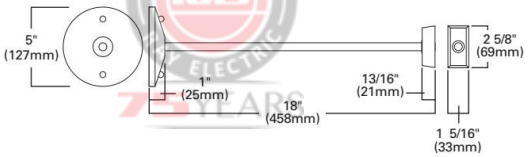
L992 - Pendant Kit Assembly

Order 2 kits for 2' Trac; 2 kits for 4' Trac; 3 kits for 8' Trac; and 4 kits for 12' Trac. Includes one 18" threaded steel stem, canopy andmounting hardware.

L48 48" Steel Stem

For additional length with L992. Can be field cut.

Color codes: P (White), MB (Black)



L992

ORDERING INFORMATION

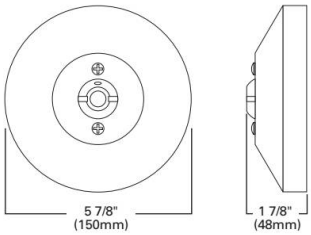
SAMPLE NUMBER: L992P

Connector	Finish
L992= Pendant Kit Assembly	**P**=White **MB**=Black

L994 - Pendant Adapter

For installing pendant mounted Power-Trac on sloped ceiling. For use with L992.

Color codes: P (White), MB (Black)



L994

ORDERING INFORMATION

SAMPLE NUMBER: L994P

Connector	Finish
L994= Pendant Adapter	**P**=White **MB**=Black

DE600 - Dead End

Color codes: P (White), MB (Black)

DE600

ORDERING INFORMATION

SAMPLE NUMBER: DE600P

Connector	Finish
DE600= Dead End	**P**=White **MB**=Black

Table 1

CODE	MFG	PRODUCT	FINISH	LOCATION	INSTALL/NOTES
MTL1	N/A	AGED BRASS	UNLACQUERED	METAL TRIM & MILLWORK ELEMENTS	1/2” BRASS SQUARE TUBE FOR MILLWORK STRUCTURES, BRASS SHEET FOR TRIM AND/OR MILLWORK ELEMENTS
MTL2	BANKER WIRE	M22-22	BRONZE, BZ, SECONDARY PATINA FINISH	MILLWORK PARTITIONS, WINE RACKS	INFILL PANELS FOR PARTITION AND WINE RACK DETAILS
G1	N/A	FLUTED GLASS	CLEAR, FLUTED	MILLWORK PARTITIONS	INFILL PANELS FOR PARTITION
G2	N/A	ANTIQUE MIRROR	BRONZE TINT	MAPLE DINING ROOM WALL MIRROR	
T1	IRIS FMG / MAXFINE	ARABESCATO	HONED	KITCHEN DOOR SURROUND/ MAPLE DINING WALLS	INSTALL FROM EXISTING CHAIR RAIL UP TO CEILING TRIM, SEE WALL ELEVATIONS.
T2	DESIGN AND DIRECT SOURCE	CLASSIC GLAZED PENNY TILE / PATINA COBALT	GLAZED	BATHROOM FLOORS	REPLACE EXISTING TILE
WD1	OAKWOOD VENEER	TEAK & HOLLY BOAT DECKING VENEER	LACQUERED / HIGH GLOSS	CEILING PANELS / INFILL FOR EXISTING HALL LIGHTING PANELS	
WD2	PROVIDED BY FLOORING CONTRACTOR, OAK BOARD FLOORING	WOOD FLOORING	TO MATCH EXISTING	MAPLE DINING ROOMS	REMOVE EXISTING TILE IN ANY ROOMS EXCEPT KITCHEN AND BATHROOMS AND REPLACE WITH MATCHING WOOD
WD3	CHERRY WOOD BOARD	WALL PANELS/ MILLWORK	TO MATCH EXISTING	ALL NEW MILLWORK TO MATCH EXISTING WALL PANELING	
FAB1	SCHUMACHER	PERFORMANCE VELVET / SEAGLASS 70487		BANQUETTE	
FAB2	RESTORATION HARDWARE			CH1	MFG FINISH
FAB3	GUBI	BEETLE DINING CHAIR w/ CONIC LEGS	GREEN VELVET WITH WHITE PIPING, BRASS LEGS	GENERAL DINING CHAIR (CH03)	MFG FINISH
FAB4	FRANCE AND SON	PLATNER CHAIR	BLACK/GOLD	GENERAL DINING CHAIR (CH03)	MFG FINISH
FAB5	SCHUMACHER	MORROW / INDIGO 73372		CURTAIN VALANCES IN BAR DINING ROOM	PADDED/UPHOULSTERED CURTAIN VALANCE, SEE ELEVATION
FAB6	TBD	WHITE LINEN/SHEER	WHITE	CURTAINS	ALL CURTAIN PANELS FOR MAPLE DINING ROOM AND BAR ROOM
FAB7	CAMIRA	LUCIA PANEL FABRIC	COLOR: RUM	WALL PANELS	RE-WRAP EXISTING ACOUSTIC PANELS IN BAR ROOM
FAB8	SUNBRELLA	SUNBRELLA SHADE COLLECTION - 100% ACRYLIC OUTDOOR AWNING FABRIC	COLOR: BLACK CHERRY 4640-0000	EXISTING AWNING RECLADDING	EAST AND WEST SIDES TO RECEIVE SCREEN-PRINTED LOGO SIGNAGE, NOT TO EXCEED EXISTING SIGN DIMENSIONS
CPT2	TBD	WALK-OFF MAT	NAVY BLUE	ENTRY HALL/ KITCHEN CORRIDOR	CUSTOM MAT, BY FLOORING CONTRACTOR

CODE	MFG	PRODUCT	FINISH	LOCATION	INSTALL/NOTES
PL1	LUMASITE	IVORY SOS 02146	GLOSS	INFILL PANELS IN HALLWAY CEILING DROP	
ST1	EXISTING MARBLE			BAR/COUNTER LEDGES	
P1	PORTOLA PAINTS	LIMEWASH PAINT: ‘WINGS’	MATTE WITH SEALANT	SHEET A-007	TWO COATS OF BRUSH APPLIED PAINT, SEALED WITH MANUFACTURER SEALANT FOR WASHABLE FINISH
P2	PORTOLA PAINTS	LIMEWASH PAINT: ‘EMERSON’	MATTE WITH SEALANT	SHEET A-007	TWO - THREE COATS OF BRUSH APPLIED PAINT, SEALED WITH MANUFACTURER SEALANT FOR WASHABLE FINISH
P3	SHERWIN WILLIAMS	SW 7008 - ALABASTER	SEMI GLOSS	WOMEN’S ROOM (SHEET A-007)	CEILING, WALLS, AND TRIM TO BE PAINTED IN P3 SEMI GLOSS
P4	SHERWIN WILLIAMS	SW 7602 - INDIGO BATIK	SEMI GLOSS	MEN’S ROOM (SHEET A-007)	CEILING, WALLS, AND TRIM TO BE PAINTED P4 IN SEMI-GLOSS FINISH

CODE	MFG	PRODUCT NAME	MATERIAL/ PERFORMANCE	LOCATION	QTY	PRICE/TOTAL
L1	LEE BROOM	MINI CRESCENT PENDANT 7.875” dia.	OPAQUE ACRYLIC / BRUSHED BRASS / LED DIMMABLE	BAR DINING ROOM	6	$960 / $5760
L2	LEE BROOM	CRESCENT PENDANT (LARGE) 15” dia	OPAQUE ACRYLIC / BRUSHED BRASS / LED DIMMABLE	MAPLE DINING ROOM	12	$1965 / $23,580
L3	TBD	LINEAR LED STRIP	DIMMABLE 300K, LENSED	CURTAIN VALANCE, MAPLE DINING ROOM	APPROX. 65 L/FT	TBD
L4	GUBI	MULTI-LIGHT PENDANT	POLISHED BRASS / LED LAMP, 2700K	CORRIDOR	5	$1050 ($735 NET)/ $3675
L5	VIBE	DWELED 37” PICTURE LIGHT	CHROME / PLUG IN	CORRIDOR	4	$349 / $1396
L6	LUKE LAMP CO	AURA PENDANT	LED STRIP/ NYLON/ ANTIQUE BRASS	ALLEY DINING ROOM/ GLASS ALCOVE	2	$1259 / $2518
L7	ALLIED MAKER	MINI DOME	STONEWASHED BRASS / MATTE WHITE / OPAL GLOBE	NEW HEADER AT BAR	3	$720 / $2160
L8	JUNO	T382L VERTICAL CYLINDER TRACK HEAD	BLACK, 3000K TEMPERATURE, DIMMABLE	GENERAL LIGHTING	+/- 25	

CODE	MFG / PRODUCT		LOCATION	FINISH	QTY
CH2	CALLIGARIS, FIFTIES DINING CHAIR		BAR ROOM' DINING	INDIGO VELVET SEAT/BACK, MATTE BLACK FRAME	14
CH3	KNOLL, BRNO FLAT BAR DINING CHAIR		MAPLE & VIA DINING ROOM	ACQUA LEATHER, COTES D'AZURE SEAT/BACK, POLISHED CHROME FRAME	48
CH1	RESTORATION HARDWARE, WEXLER BARREL BACK LEATHER BAR STOOL		BAR STOOL	AGED BRASS/ ITALIAN VENETO LEATHER, CAMEL	7
EXTERIOR DINING FURNITURE					
CH4	HARBOUR OUTDOOR, PACIFIC FOLDING CHAIR		PATIO SEATING	NATURAL TEAK/ BATYLINE WHITE	30
TAB1	CB2, WATERMARK OUTDOOR CAFE TABLE		PATIO CAFE TABLES (2-TOPS)	BRASS	5
TAB2	ROYAL BOTANIA		PATIO DINING TABLES (4-TOPS)	STAINLESS ELECTROPOLISH ED/ TEAK TOP	4

F. Preapplication Discussion

1. 310 E. Maple – Pernoi Bistro (formerly Café Via)

Kelly Allen, attorney for the applicant, introduced Luciano DelSignore, owner, and Matthew Lisk of Kyle Evans Design, designer for Pernoi. She thanked the Planning Board for allowing the preapplication discussion to proceed. She explained the applicant would submit the site plan with the required aerial view of all aspects within 200 feet of the property, would meet with the Historic District Commission, would be hiring a sign contractor to create signs compliant with the sign ordinance, all the seating and outdoor streetscape will remain as proposed, will provide a material board, has applied with the Birmingham Police Department and State Liquor Control, and the design allows a safe and efficient pedestrian flow. Pernoi proposes to be open from 5 p.m. to 11 p.m. five nights a week, with Sundays and Mondays being reserved for special events.

Mr. DelSignore explained the concept behind Pernoi, noting he would be working with Chef Takashi Yagihashi to create a kind of dueling-chef experience where Mr. DelSignore would focus on Italian cuisine and Mr. Yagihashi would focus on Japanese, Asian, and French cuisines. Pernoi is a portmanteau coined by Mr. DelSignore based on the Italian phrase 'for us', with the goal that the restaurant would provide meals that other chefs would want to eat, an atmosphere where people would want to celebrate their most special occasions, and a focus on convivial and upscale hospitality.

Mr. Lisk walked the Board through the proposed design elements. He said Pernoi would:

- Keep many of the design elements from Cafe Via ~~on the~~ while removing the awning and the curtain visible on Maple. A sign will be installed above the window. The canopy will be re-wrapped with new signage. The material structure of the design facing the alley will remain as-is. All exterior seating will be beneath the canopy.
- Maintain an understated and minimal design approach. The extant millwork from Cafe Via down the center of the interior space will be preserved and used for wine storage. All the cabinetry will remain, the floors will be refinished, the tablecloths will be all-white, the light fixtures will be updated and a few of the walls will be refinished.
- Have new curtains and valences in the bar room, have an open kitchen to allow the Chefs to engage with the clientele, and the corner which previously housed a florist shop will become a large dining room because it is now part of Pernoi's lease.
- Hang millwork clouds for acoustic purposes within the restaurant. Between the Italian coast and Japan's island nature, a large part of the design inspiration was the idea of an old yacht.
- Create design elements which reflect the rich, refined nature of the food being served.
- Have opportunities for private dining, and would design the barroom to be inviting to people in the Birmingham area looking to have a drink and/or a light meal after work.

Chairman Clein told Mr. Lisk that eisenglass is now prohibited in Birmingham and recommended he work with Staff to determine another option.

Mr. Jeffares advised the applicant to be careful of the number of tables and chairs to make sure they are compliant with the ordinance.

APPROVED

Mr. DelSignore explained Pernoi is trying to avoid having diners feel very observable to the public along the front window, especially since the front of the restaurant will house the premier rooms and diners who are likely to desire some discretion. He said they would be installing a sheer drape in the front window in order to accomplish this.

Mr. Lisk explained that while the design implied there was a set of french doors would open on to two seats within the restaurant, those doors would actually remain closed and function as a window.

The Board said it looked forward to working with Pernoi to aid in compliance with the City's ordinances and to the opening of such a highly-anticipated restaurant.

APPROVED

DRAFT Planning Board Minutes
June 12, 2019

I. Special Land Use Permit Review and Final Site Plan Review

1. Request for Special Land Use Permit Review, 310 E. Maple, Pernoi (Former Café Via space) – Request for approval of a SLUP to permit a new bistro in vacant former restaurant space.

2. Request for Final Site Plan Review, 310 E. Maple, Pernoi (Former Café Via space) – Request for approval of a Final Site Plan to permit a new bistro in vacant former restaurant space.

Planning Director Ecker presented the item.

Mr. Williams liked the proposed reduction in the outdoor dining seating, noting that Café Via's outdoor dining has been somewhat crowded.

Mr. Jeffares said he was in full and enthusiastic support of the project, but noted that the City just required a different bistro assignee remain open for 57 hours a week, with pressure on that particular assignee to remain open for hours even beyond the 57 hours, when Pernoi's proposed hours a week only total 30.

Chairman Clein said Mr. Jeffares' observation was an excellent one.

Planning Director Ecker clarified it is permissible for an establishment have curtains in their windows as long as the window glass is clear. She also clarified that if this item passed the Board, she would not send the item on to the Commission until any information missing from the application was submitted to the Planning Department.

Chairman Clein said there were a number of small things missing from the application that the Board is supposed to vet before passing an item onto the Commission. He emphasized the importance of making sure the Board does a thorough job with their reviews. He acknowledged the Board's task is made more difficult when incomplete applications are submitted by applicants.

Mr. Williams concurred with Chairman Clein's concern, noting the Board has been criticized in the past for allowing applications to proceed that were not entirely complete. He said as a result his inclination would be give the applicant two weeks to submit the rest of missing information to the Board for its review before making a recommendation to the Commission on the item.

Ms. Allen, attorney for the project, apologized for her tardiness. She continued:

- The discrepancy between the indoor and outdoor closing hours is correct; the establishment would close indoors at 11:00 p.m. and would remain open outdoors until 12:00 a.m.
- The establishment would open for dining at 6:00 p.m. five days a week, and would maintain hours on Sunday and Monday for planned special events.
- Pernoi's owners are interested in extending service into the lunch hours at some point in the future.
- Pernoi would comply with the signage requirements. 'Pernoi' will likely be spelled out on the side of the proposed awning.

- Originally the request had been to transfer Café Via's bistro to Pernoi, which was recommended against by some of the Commissioners and the City Manager. As a result, the information submitted had to change significantly and the applicant, through no fault of their own, experienced substantial delays in the process compared to how the original process would have gone.
- She was very sorry that the application was submitted with any missing information. If the process had gone differently, she was sure the application would have been complete upon submission.
- She would have gotten the Board a letter the afternoon prior to the present meeting, but that she had not had the evening's meeting on her calendar because there had been substantial back-and-forth with so many aspects of the process.
- That if Pernoi's application is approved by the Planning Board tonight the establishment would not have a public hearing before the Commission until July 24, 2019, at which point the better portion of the summer has already passed.
- It is not normally her practice to have contentious interactions with City Hall, and that is not her intention now. Her goal is to advocate for her client within circumstances that were largely beyond her client's control.
- The items missed in the application absolutely should have been provided by the project's architect, and those items will be submitted to Planning Director Ecker posthaste.
- She was imploring the Board not to delay the Special Land Use Review and Final Site Plan Review for Pernoi for another two weeks, noting it would further delay the applicant's public hearing date before the Commission and would cause the applicant substantial further difficulty.
- The outdoor seating would be reduced from Café Via's 46 seats to Pernoi's proposed 26 seats.

Mr. Williams that perhaps the Chairman or another member of the Board could review, with staff, the further materials to be submitted by the applicant in order to make sure the Board's views are sufficiently represented in the process.

Chairman Clein said that among the items missing from the application there were only two that gave him pause, one being the proper dimensioning of the outdoor space, the other being materials related to the outdoors and the signage.

Planning Director Ecker and Ms. Allen clarified which submitted material samples represented which aspects of the project.

Chairman Clein then summarized that the only concerns remaining were the minimum dimensions of the outdoor seating, which will be smaller than Café Via's previous outdoor space, and the signage.

Mr. Boyle expressed concern about the ground layout of the outdoor area.

The Board largely recalled that the outdoor ground area is flat with no curb or other installations despite what the drawing seemed to indicate.

Chairman Clein recommended making it a condition of approval that the outdoor space be maintained properly in order to address Mr. Boyle's concern. He asked if the Board would consider moving forward with a carefully constructed motion since some of the Board's prior concerns had been clarified by Ms. Allen and would be included in the evening's record.

Mr. Koseck said that, excepting the curtains which were not to his preference, the project is beautifully done. He said he was inclined to allow the project to advance.

Mr. Jeffares clarified that his previous comment regarding hours was not intended to advocate for an expansion of Pernoi's hours; rather, his intention was to highlight the discrepancy between what had been required of Toast and what was being permitted to other bistro holders.

Chairman Clein said Mr. Jeffares' point was an important one for the record. He continued that he was inclined to entertain a carefully-worded motion that required, among other things, the submission of complete documentation before the application would advance to the Commission.

Ms. Allen said she would have complete information to Planning Director Ecker within 48 hours.

Chairman Clein emphasized the importance of submitting any outstanding information for the application as swiftly as possible.

Motion by Mr. Boyle
Seconded by Mr. Williams to recommend approval to the City Commission of the applicant's request for Special Land Use Permit and Final Site Plan for Pernoi to operate at 310 E. Maple, pending the following:

1. **An aerial photo of the site and at least 200 feet of the surrounding area.**
2. **Provision of a drawing of the exterior of the property indicating the finished sidewalk where the previous enclosure system existed.**
3. **Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.**
4. **Submission of a complete site plan showing all the required dimensions of the building, outdoor dining area, and pedestrian walking path prior to appearing before the City Commission.**
5. **Provision of the proposed hours of outdoor dining area.**
6. **Provision of all specifications and material samples for all outdoor furnishings, noting which selections on the interior and exterior.**
7. **Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met prior to appearing before the City Commission.**

Mr. Share noted two different motions should be made, one for the SLUP and one for the Final Site Plan, and recommended amending the motion for the Final Site Plan to include a statement that the Board reviewed the six criteria of Section 7.2.7 of the Zoning Ordinance and found that all are satisfied.

Chairman Clein acknowledged that the applicant did provide the proposed hours for outdoor dining on the record during the present meeting, and that the Board should request that those

hours be reflected in the applicant's submittal to the Commission. He added that the specifications and materials for the outdoor finishings was included in the application, but was initially difficult for the Board to discern due to unclear labelling on the part of the applicant. He recommended amending the motion to indicate that the Board has satisfied this criteria, stating that if the Board did not see these criteria as satisfied the application should not be advanced.

Mr. Boyle said he agreed that the hours were clear but that he was unsure about the specifications and materials for the outdoor finishings.

Mr. Williams agreed with Mr. Boyle.

Planning Director Ecker explained that it seemed that the material samples submitted were accurate while the drawing was mislabeled as to the indoor and outdoor chairs.

Mr. Boyle accepted that explanation.

Chairman Clein suggested that the original motion garnered no support, and that the motion be remade as two separate motions incorporating both his own and Mr. Share's comments.

Mr. Share noted that the point of #2 is to confirm that no curbing exists or is proposed to be added.

Mr. Boyle confirmed.

Chairman Clein suggested that the discussion had become convoluted, and recommended the motion be withdrawn to be replaced with a clearer motion.

Mr. Boyle withdrew his motion.

Motion by Mr. Share
Seconded by Mr. Williams to recommend approval, based on the submitted plans and material, to the City Commission of the applicant's request for a Special Land Use Permit to permit Pernoi Bistro to operate at 310 E. Maple, pending receipt of the following items and approval of those items by the Planning Department and the Chairman of the Planning Board:

1. **An aerial photo of the site and at least 200 feet of the surrounding area.**
2. **Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.**
3. **Confirmation that no existing or proposed curbing will be present in the outdoor dining area.**
4. **Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met.**

Motion carried, 7-0.

VOICE VOTE
Yeas: Share, Williams, Koseck, Clein, Jeffares, Emerine, Boyle
Nays: None

Motion by Mr. Share
Seconded by Mr. Boyle to recommend approval to the City Commission of the applicant's request for Final Site Plan, based on detailed review of the submitted materials and the satisfaction of all six requirements of Article 7, Section 7.2.7 of the zoning ordinance, to permit Pernoi Bistro to operate at 310 E. Maple, pending receipt of the following items and approval of those items by the Planning Department and the Chairman of the Planning Board:

1. **An aerial photo of the site and at least 200 feet of the surrounding area.**
2. **Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.**
3. **Confirmation that no existing or proposed curbing will be present in the outdoor dining area.**
4. **Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met.**

Motion carried, 7-0.

VOICE VOTE
Yeas: Share, Boyle, Koseck, Clein, Jeffares, Emerine, Williams
Nays: None

Mr. Share noted that the Planning Board's recommendation of approval does not mean that other City representatives will necessarily be without their own concerns about the item.

Ms. Allen confirmed she was aware of that fact.

Chairman Clein reiterated the importance of getting all the pending information to Planning Director Ecker as soon as possible.

City of Birmingham
A Walkable Community

MEMORANDUM

Police Department

DATE: **March 19, 2019**

TO: **Joseph A. Valentine, City Manager**
Jana Ecker, Planning Director

FROM: **Christopher J. Busen, Investigative Commander**

APPROVED: **Mark H. Clemence, Chief of Police**

SUBJECT: **Request to transfer ownership of the Class C Liquor License from** Central Park Properties VII, LLC, located at 310 E. Maple, Birmingham, Oakland County, MI 48009 to Nuovo Holdings, LLC ("Nuovo"), which will do business as Per Noi ("Per Noi") and request an SDM license (beer and wine to go), Sunday Sales PM Permit, and Outdoor Service Area Permit

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INTRODUCTION:
The police department has received a request from the Law Offices of Adkison, Need, Allen, and Rentrop regarding approval to transfer ownership of the Class C license from Central Park Properties VII, LLC, located at 310 E. Maple, Birmingham, Oakland County, MI 48009 to Nuovo Holdings, LLC ("Nuovo"), which will do business as Per Noi ("Per Noi"). Per Noi also requests the following permits: SDM license (beer and wine to go), Sunday Sales PM Permit, and Outdoor Service Area Permit. Per Noi has paid the initial fee of $1500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

BACKGROUND:
Per Noi will be an upscale traditional Italian restaurant. Per Noi will offer dinner and will be open Tuesday through Saturday from 6:00pm to 11:00pm and will be open Sundays and Mondays for special events. Per Noi has interior seating for 58 seats with an additional 7 seats at the bar. The exterior seating is not changing from the previously approved use. The menu ranges from $12 for ice cream to $59 for a NY Strip Steak. The liquor license will be assigned from the former operator for $1.00. Nuovo will invest $200,000 in renovations of the existing building. These renovations will be financed through Luciano DelSignore. Nuovo has a lease with the landlord Fuller Central Park Properties, LLC. The lease is for 5 years, with one 5-year option. The rent will be $6302.08 per month. Standard restaurant equipment is included in the lease.

Nuovo appeared before the Birmingham Planning Board on June 12, 2019 for the review of their Final Site Plan and SLUP to be located at 310 E. Maple.

LEGAL REVIEW:
Non-applicable

FISCAL IMPACT:
Non-applicable

SUMMARY:

Nuovo is owned by Luciano DelSignore (father) and Ryder DelSignore (son).

Member	**Percentage of Interest**
Luciano DelSignore	95%
Ryder DelSignore	5%

Luciano DelSignore has an interest in the following liquor licenses:

Licensee Name	City	License Date
Bigalora Plymouth, LLC	Plymouth	January 2019
Bigalora Rochester Hills, LLC	Rochester Hills	January 2017
Ann Arbor Bigalora, LLC	Ann Arbor	November 2013
711 Bistro, LLC	Royal Oak	April 2012
Cocary, LLC	Southfield	June 2010
Rycaco, INC	Southfield	March 2002

A background check was conducted on Luciano DelSignore and Ryder DelSignore. Luciano and Ryder were checked using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLEN). Luciano and Ryder have no criminal convictions.

Luciano has Michigan Liquor Control Commission ("MLCC") violations at the following restaurants he has an interest in:

Licensee Name	MLCC Violation
711 Bistro, LLC	Sold to a minor in 2017
Cocary, LLC	Failed to provide proof of completion of alcohol training

ATTACHMENTS:
Non-Applicable

SUGGESTED RESOLUTION:

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Nuovo Holdings, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) located at 310 E. Maple, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Nuovo Holdings, LLC approving the liquor license transfer request of Nuovo Holdings, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 310 E. Maple, Birmingham, Oakland County, MI 48009.

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NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, September 16, 2019 the Birmingham City Commission intends to appoint one (1) alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 17, 2020.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, September 11, 2019. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

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

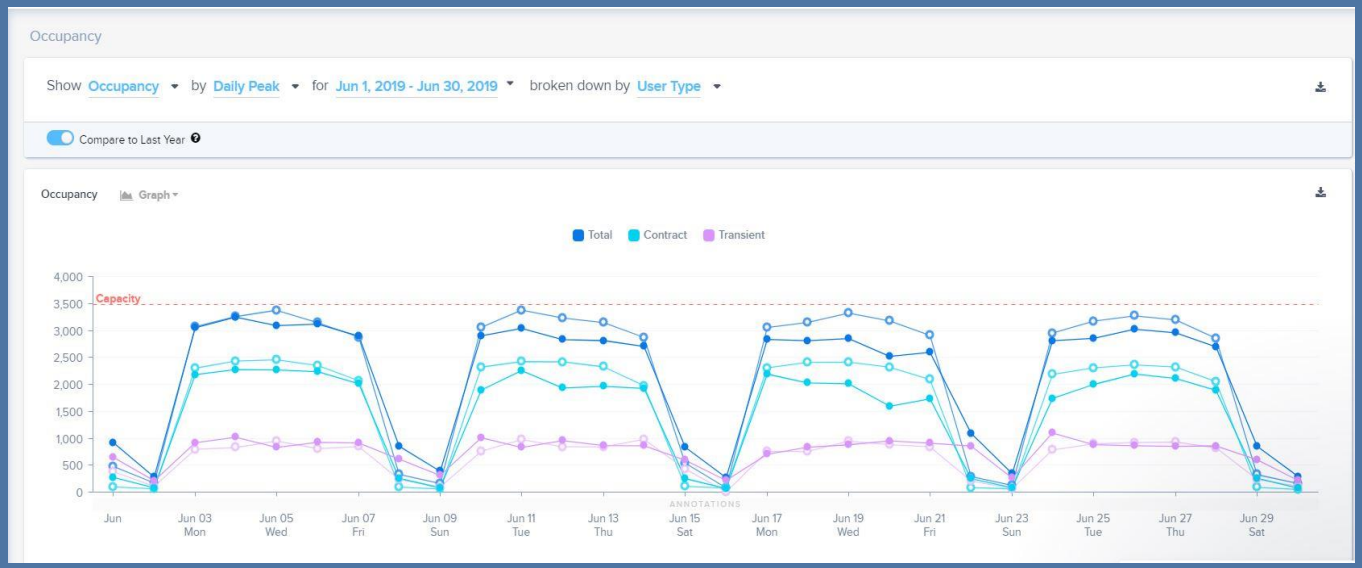
Criteria/Qualifications of Open Position	**Date Applications Due** **(by noon)**	**Date of Interview**
Members shall be property owners of record and registered voters.	9/11/2019	9/16/2019

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 Parking Utilization Dashboard – June 2019

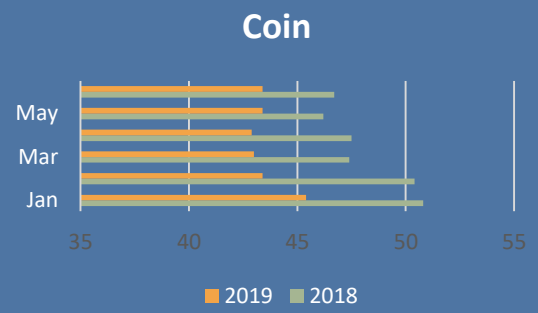
OCCUPANCY

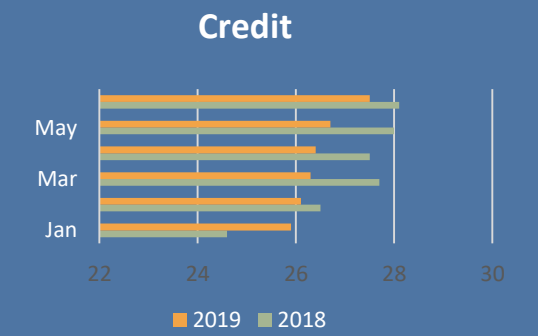
All Parking Garages

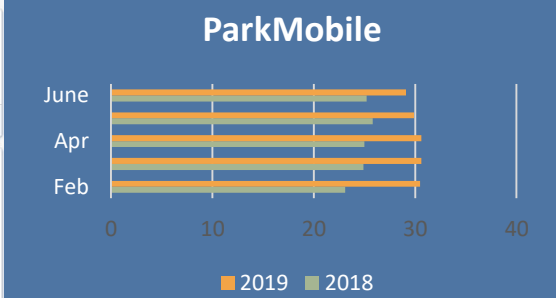


DURATION

Parking Meters







R10E1

MONTHLY PARKING PERMIT REPORT

For the month of: June 2019
Date Compiled: July 12, 2019

	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6/$210	Lot #6/$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	150	2439
4. Monthly Permits Authorized	550	750	400	800	1140	150	40	8	30	50	225	4143
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	16	50	201	4105
6. Permits - end of month	550	750	400	800	1140	150	40	8	15	50	212	4115
7. Permits - available at end of month	0	0	0	0	0	0	0	0	15	0	13	28
8. Permits issued in month includes permits effective 1st of month	9	3	2	4	44	0	0	0	0	0	0	62
9. Permits given up in month	9	3	2	4	44	0	0	0	0	0	0	62
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month*	1225	1307	1147	1474	1068	27	0	0	0	22	0	6270
**On List-Unique Individuals												3717
12. Added to list in month	24	16	12	9	21	0	0	0	0	0	0	82
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	109.8
15. Transient parker occupied	249	301	142	184	78	N/A	N/A	N/A	N/A	N/A	N/A	954
16. Monthly parker occupied	164	505	267	443	632	N/A	N/A	N/A	N/A	N/A	N/A	2011
17. Total parker occupied	413	806	409	627	710	N/A	N/A	N/A	N/A	N/A	N/A	2965
18. Total spaces available at 1pm on Wednesday 6/12	293	5	28	118	170	N/A	N/A	N/A	N/A	N/A	N/A	614
19. "All Day" parkers paying 5 hrs. or more												
A:Weekday average.	244	271	143	152	83	N/A	N/A	N/A	N/A	N/A	N/A	893
B:*Maximum day	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

(1) Lot #6 does not have gate control, therefore no transient count available
(2) (Permits/Oversell Factor + Weekday Avg.) / Total Spaces
* Average Maximum day not available currently in Skidata
** Unique invididuals represent the actual number of unique people on the wait list regardless of how many structures they have requested.

Birmingham Parking System
Transient & Free Parking Analysis
Months of June 2018 and June 2019

June 2018

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	15,403	8,967	$ 36,590.00	58%
PARK	20,514	8,782	$ 53,662.00	43%
CHESTER	7,704	2,429	$ 58,335.00	32%
WOODWARD	13,414	6,543	$ 28,532.00	49%
PIERCE	24,956	12,292	$ 68,342.00	49%
TOTALS	81,991	39,013	$ 245,461.00	48%

June 2019

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	17,709	9,224	$ 40,052.00	52%
PARK	22,114	8,810	$ 61,504.00	40%
CHESTER	7,051	2,997	$ 23,745.00	43%
WOODWARD	12,877	6,002	$ 36,804.00	47%
PIERCE	27,094	12,520	$ 73,882.00	46%
TOTALS	86,845	39,553	$ 235,987.00	46%

BREAKDOWN:		
	TOTAL CARS	+6%
	FREE CARS	+1%
	CASH REVENUE	-4%

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC AND GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20365

RECEIVED BY
JUL 18 2019
CITY CLERK'S OFFICE
CITY OF BIRMINGHAM

- Consumers Energy Company requests Michigan Public Service Commission's approval for authority to reconcile its 2018 energy waste reduction plan costs associated with the plan approved in Case No. U-18261.

- The information below describes how a person may participate in this case.

- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.

- A pre-hearing will be held:

DATE/TIME: **Wednesday, July 31, 2019, at 9:00 AM**

BEFORE: **Administrative Law Judge Sally Wallace**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) May 31, 2019 application requesting approval to: 1) reconcile its 2018 Energy Waste Reduction (EWR) plan costs; 2) approve the collection of a financial performance incentive payment for both the natural gas and electric EWR plan; 3) approve Consumers Energy's proposed EWR surcharge mechanism; 4) approve the conversion of 85,949 EWR Credits into Renewable Energy Credits in 2018 for use in meeting Consumers Energy's renewable energy requirements under Act 295 and discontinue the low-income adjustment component of the EWR surcharges with the January 2020 billing month,; and 5) other relief.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 24, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.]

1905-C

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
AMENDED NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-20561

RECEIVED BY
JUL 18 2019
CITY CLERK'S OFFICE
CITY OF BIRMINGHAM

- DTE Electric Company requests Michigan Public Service Commission's approval for authority to increase its rates, amend its rate schedules and rules governing the distribution and supply of electric energy, and for miscellaneous accounting authority.

- A TYPICAL RESIDENTIAL CUSTOMER'S AVERAGE ELECTRIC BILL MAY BE INCREASED BY UP TO $9.84 PER MONTH, IF THE MICHIGAN PUBLIC SERVICE COMMISSION APPROVES THE REQUEST.

- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, One Energy Plaza, Detroit, MI 48226, 313-235-8000 for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company.

- A pre-hearing will be held:

DATE/TIME: **Wednesday, July 31, 2019 at 9:30 AM**

BEFORE: **Administrative Law Judge Sharon Feldman**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE) July 8, 2019 application requesting the Commission to approve: 1) an additional annual revenue increase in the amount of approximately $351 million effective as early as May 8, 2020; 2) DTE's proposed capital structure of approximately 50% equity and 50% long-term debt and return on equity of 10.5% with an overall rate of return of 5.73% after tax, 7.15% pre-tax; 3) DTE's request for increased tree trimming expenditures and the associated request for regulatory asset treatment through 2022; 4) the implementation of DTE's proposed Fixed Bill pilot program for the residential D1 rate design and grant a waiver of the Commission's Residential Billing Rules R 460.125 and R 460.121; 5) DTE's proposed low income renewable energy pilot; 6) DTE's request to approve the PSCR base; 7) DTE's proposals to implement certain customer rate schedules and tariffs; 8) recovery of DTE's generation investments; 9) recovery of DTE's investments related to the strengthening of their distribution system and reliability improvements; 10) a capacity charge based on the methodology established in Case No. U-20162 and the approved capacity-related costs; and 11) other relief.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 26, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christindis, One Energy Plaza, Detroit, MI 48226.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.