

BIRMINGHAM CITY COMMISSION AGENDA
SEPTEMBER 16, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Patty Bordman, Mayor

II. ROLL CALL

Cheryl Arft, Deputy City Clerk

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

Announcements:

- Birmingham's Sister city Cultural Exchange Program with Ritto, Japan.
- On Thursday, September 19th, at 7:00 PM, the Museum's Fall Lecture Series featuring Birmingham's First Families will begin at the Baldwin Public Library's Jean Lloyd Room. The first presentation by Museum Director Leslie Pielack is entitled, "The Allens and the New City", which explores how Harry and Marion Allen ushered in the change from rural village to modern city in the early 20th century. The lecture is free, but please register online at the library's website.
- On Saturday, September 21st, at 1:00 PM, the Friends of the Birmingham Museum will host the popular annual Fall Greenwood Cemetery Tour, which focuses on Birmingham's pioneers. \$10 per person, \$5 per student, and families \$20. Meet at the east gate; no parking is available in the cemetery.
- Head to Beverly Park on September 28th for the third annual Read in the Park. Meet authors, walk the Storybook Trail, and enjoy beautiful Beverly Park. At 1:30 PM hear *New York Times* bestselling author Michael Zadoorian speak about his life and writing career. At 3:00 PM visit with beloved children's author Kelly DiPucchio for a special story time.
- The City of Birmingham has recently been recognized as one of the Safest Cities to Live in Michigan for 2019 by BackgroundChecks.org. This organization establishes a safety index, which measures the safety of a given community based on crime rates and the size of its police force. Birmingham ranked 8th overall for the state and is a testament to the fine services our police department provides.

Appointments:

- A. Interviews for the Advisory Parking Committee
1. Gayle Champagne - Resident Shopper
 2. Judith Paskiewicz – Resident (unable to attend)
- B. Appointment to Advisory Parking Committee
- To appoint _____ as a regular member (Resident Shopper) to the Advisory Parking Committee for a three-year term to expire September 4, 2022.

To appoint _____ to the Advisory Parking Committee as a regular member who is a resident who does not qualify under the following categories: downtown commercial representative of large

retail, small retail, a professional firm, a building owner, a restaurant owner, or a downtown employee to serve a three-year term to expire September 4, 2022.

- C. Interview for the Historic District Commission
 - 1. Natalia Dukas
- D. Appointment to Historic District Commission
To appoint ____ as a regular member to the Historic District Commission for a three-year term to expire September 25, 2022.
- E. Interview(s) for the BZA Alternate
 - 1. Adam Rubin
 - 2. George (Jerry) Attia
- F. Appointment to Board of Zoning Appeals as an Alternate Member
To appoint ____ as an Alternate Member to the Board of Zoning Appeals to complete a three-year term to expire February 17, 2020.
- G. Interview for the Hearing Officer Alternate member
 - 1. G. Michael Wooley
- H. Appointment as Hearing Officer, Alternate member
To appoint ____ as the Hearing Officer, Alternate member to complete a three-year term to expire June 30, 2021.

IV. CONSENT AGENDA

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

- A. Resolution approving the Regular City Commission meeting minutes of August 19, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated August 21, 2019 in the amount of \$733,242.11.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated August 28, 2019 in the amount of \$10,862,758.68.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated September 4, 2019 in the amount of \$3,374,117.29.
- E. Resolution approving the warrant list, including Automated Clearing House payments, dated September 11, 2019 in the amount of \$26,967,337.90.
- F. Resolution approving the purchase of one (1) LCT600 model ODB Extreme-Vac and two (2) 9' debris boxes from Bell Equipment Company through the Sourcewell/NJPA cooperative purchasing contract #041217-ODB in the amount of \$76,220.47 from account #641-441.006.971.0100.
- G. Resolution approving the purchase of one 2020 Chevrolet Tahoe police patrol unit through the Oakland County extendable purchasing contract #05218 in the amount of \$36,896.00 from account #641- 441.006.971.0100.

- H. Resolution approving the purchase of one 2020 Ford Explorer Police Interceptor from Gorno Ford through the Oakland County extendable purchasing contract #OAK-4944 in the amount of \$35,080.00 from account #641-441.006.971.0100.
- I. Resolution awarding the Kenning Park Ballfield #4 modification to WCI Contractors, Inc., in the amount not to exceed \$55,100.00, to be funded from account 401-751.001-981.0100 and further; approving the appropriation and amendment to the fiscal year 2019-2020 General Fund and Capital Projects Fund budgets.
- J. Resolution approving the purchase of a new John Deere 1575 commercial mower from Deere & Company, using MI-Deal Contract #071B7700085 extendable purchasing pricing for a total expenditure of \$32,455.72. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.
- K. Resolution approving the purchase of (1) Polaris Ranger 1000 EPS Northstar Edition from Ball Equipment; further charging this expenditure in the amount of \$23,144.00 to the Automobile Parking System capital outlay account # 585-305.30-971.0100.
- L. Resolution approving the contract for 2019-20 handwork pavement markings with Hart Pavement Striping Corporation in the amount of \$107,200.00 for combined fall 2019 and spring 2020 applications; further approving the contract for 2019-20 pavement marking longlines with PK Contracting, Inc. in the amount of \$10,027.00 for spring 2020; further authorizing and directing the mayor and city clerk to sign the agreements on behalf of the city; further authorizing these budgeted expenditures from account number 202-303-001-937.0200.
- M. Resolution approving the service agreement with Duke's Root Control, Inc. of Syracuse, NY for the treatment of sanitary sewer root growth in an amount not to exceed \$100,000.00 from account #509-536.002-811.0000.
- N. Resolution approving the cost sharing agreement with the Road Commission for Oakland County, agreeing to pay the City of Birmingham's share of the cost to replace the traffic signal at the intersection of 14 Mile Rd. and Greenfield Rd., at an estimated cost of \$27,500 to be charged to account number 202-303.001-971.0100.
- O. Resolution approving the 2019 Emergency Management Performance Grant and federal funds for \$22,686.00. Further, directing the Mayor to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the grant.
- P. Resolution approving a purchase of a LIFEPAK 15 v4 defibrillator plus accessories from Stryker in the amount of \$33,033.30 from account #101-336.000-971.0100 and further approving the appropriation and amendment to the 2019-2020 General Fund budget.
- Q. Resolution approving the revised contract with SMART year 2020; and further directing the Mayor to sign the Municipal Credit and Community Credit contract for fiscal year 2020 on behalf of the City.
- R. Resolution authorizing the IT department to purchase 95 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$15,000.00. Funds are available in the IT GIS fund account # 636-228.000-973.0500.

- S. Resolution approving an adjustment in Election Inspector compensation to \$16.50/hour for a Super Chair, \$13.00/hour for a Chairperson, \$12.00/hour for a Vice Chair, \$11.00/hour for an Inspector, and \$20.00 for a 2-hour training session.
- T. Resolution approving a special event permit as requested by the Lutheran Church of the Redeemer to display the Christmas Nativity in Shain Park beginning November 27th-December 30th-31st , 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- U. Resolution approving a request from the Birmingham Bloomfield Art Center to hold Art Birmingham in Shain Park and on the surrounding streets on May 9th–10th, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- V. Resolution adopting the Michigan Local Agency Pavement Warranty Program resolution in accordance with MCL 247.663.

AND

Resolution agreeing to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

- W. Resolution authorizing the City's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, directing the City Engineer and Finance Director to sign and submit the required form to MDOT.
- X. Resolution approving the Agreements for John Connaughton dated September 28, 2011 with extension dated February 8, 2018; for Sharon Ostin dated December 20, 2011; and Carlos Jorge dated November 23, 2015, October 2, 2017 and December 17, 2018.
- Y. Resolution setting Monday, October 7, 2019 at 7:30 PM for a public hearing to consider approval of a Special Land Use Permit and Final Site Plan and Design Review for 117 Willits to allow the operation of three new food and drink establishments Shift / Sidecar /Slice, serving alcoholic liquors, in accordance with Article 7, Section 7.34 of the Zoning Ordinance.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. Public Hearing to consider necessity for the paving of Lakeview Ave. from Harmon Street to Oak Avenue
 - 1. Resolution authorizing necessity for the paving of Lakeview Avenue from Harmon Street to Oak Avenue and adopt the resolution for this project.
- OR**
- 2. Take no action.
- B. Resolution approving the use of the originally specified glazing in the construction documents approved for the Baldwin Public Library Youth Services Expansion & Renovation.

- C. Resolution approving the recommendation by the Human Resources Department to implement a 2% salary table adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2019.

AND

Resolution approving the recommendation by the Human Resources Department to implement the 2% performance increment through June 30, 2020 with individual eligibility to be in accordance with the merit increase guidelines.

- D. Resolution appointing Cheryl Arft as Acting City Clerk during the selection of a City Clerk for the City of Birmingham.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
 - 1. Intention to Appoint to the Board of Zoning Appeals and the Multi-Modal Transportation Board (Alternate member) on October 7, 2019.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

XI. ADJOURN

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

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

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



**NOTICE OF INTENTION TO APPOINT TO THE
ADVISORY PARKING COMMITTEE**

At the regular meeting of Monday, August 5, 2019, the Birmingham City Commission intends to appoint three regular members to the Advisory Parking Committee to serve three-year terms expiring September 4, 2022. (a resident shopper, a resident, and a representative of a professional firm in the parking assessment district) one regular member who is a restaurant owner in the parking assessment district to serve the remainder of a three-year term to expire 9/4/2020, one regular member who is a building owner in the parking assessment district to serve the remainder of a three-year term to expire 9/4/2021, and one alternate member to serve the remainder of a three-year term to expire 9/4/2020.

Interested citizens may submit an application available at the City Clerk's Office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's Office on or before noon on Wednesday, July 31, 2019. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and voter on appointments.

Committee Duties

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Downtown commercial large retail business.
Gayle Champagne	Resident Shopper in parking assessment district

Applicant Name	Criteria/Qualifications
	Downtown commercial large retail business.
Judith Paskiewicz	Resident who does not qualify under the following categories: downtown commercial representative of large retail, small retail, a professional firm, a building owner, a restaurant owner, or a downtown employee

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

SUGGESTED ACTION:

To appoint _____ to the Advisory Parking Committee as a regular member who is a resident shopper within the parking assessment district to serve a three-year term to expire September 4, 2022.

To appoint _____ to the Advisory Parking Committee as a regular member who is a resident who does not qualify under the following categories: downtown commercial representative of large retail, small retail, a professional firm, a building owner, a restaurant owner, or a downtown employee to serve a three-year term to expire September 4, 2022.



ADVISORY PARKING COMMITTEE

Resolution No. 8-882-84 - August 6, 1984. Amended by Resolution No. 9-989-84
September 4, 1984. Amended by Resolution No. 05-152-00 May 22, 2000.
Amended by Resolution No. 05-139-17 May 22, 2017.

Terms: Three years

Appointment requirements for regular members: The majority of the members shall be residents and membership shall be as follows:

Downtown commercial representatives - large retail - 1 member; small retail - 1 member;
professional firm - 1 member; building owner - 1 member; restaurant owner - 1 member;
downtown employee representative - 1 member; residential - two members who do not qualify
under any of the previous categories, and one resident shopper.

2 alternate members may be appointed who own property, own a business or work in the parking
assessment district.

The Advisory Parking Committee shall provide guidance to the City Commission in the management of
Birmingham's Auto Parking System. The committee shall recognize parking requirements of the CBD and
fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Champagne	Gayle	(248) 978-5581	6/6/2016	9/4/2019
833 Hazel			Resident Shopper	
Birmingham	48009	<i>gchampagne1@aol.com</i>		
Honhart	Anne	(248) 644-3678	9/4/1984	9/4/2021
197 E. Frank			Resident	
Birmingham	48009	<i>ahonhart@atlaswelding.com</i>		
Kalczynski	Steven		11/26/2012	9/4/2020
100 Townsend		(248) 642-7900	Large Retail	
Birmingham	48009	<i>skalczynski@yahoo.com</i>		
Krueger	Lisa	(248) 921-0099	3/30/2015	9/4/2020
348 Ferndale Ave			Downtown Employee Member	
Birmingham	48009	<i>lisakrug21@gmail.com</i>		

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Paskiewicz 560 Woodland Birmingham	Judith 48009	248-642-3337 <i>judithpaskiewicz@hotmail.com</i>	1/28/2013 Resident	9/4/2019
VACANT			Building Owner	9/4/2021
VACANT			Alternate	9/4/2020
VACANT			Restaurant Owner	9/4/2020
VACANT			Professional Firm	9/4/2019
Vaitas 2633 Endsleigh Drive Bloomfield Village	Algirdas 48301	(248) 593-3177 <i>alvortho@aol.com</i>	11/13/2006 Small Retail	9/4/2021
Yert 490 Park St. Birmingham	Jennifer 48009	617-308-0080 <i>sulesq@yahoo.com</i>	8/13/2018 Alternate (Downtown Employee)	9/4/2020

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Advisory Parking Committee

Year: 2019

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																	
Champagne, Gayle	P	P	CM	P	P	P	CM	CM	P						6	0	100%
Honhart, Anne	P	P	CM	P	P	P	CM	CM	A						5	1	83%
Kalczynski, Steven	P	P	CM	P	A	P	CM	CM	P						5	1	83%
Krueger, Lisa	P	A	CM	P	P	A	CM	CM	P						4	2	67%
Paskiewicz, Judith	P	P	CM	P	P	P	CM	CM	P						6	0	100%
Vaitas, Al	P	P	CM	P	P	P	CM	CM	P						6	0	100%
VACANT																	
VACANT																	
VACANT																	
ALTERNATES																	
Yert, Jennifer (8/2018)	A	P	CM	P	P	A			P								
VACANT																	
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	6	6	0	7	6	5	0	0	6	0	0	0	0	0			

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

Department Head Signature



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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 Planning

Specific Category/Vacancy on Board _____

Name Gayle Champagne

Phone 248 978 5581

Residential Address 833 Hazel

Email gchampagne1@aol.com

Residential City, Zip Birmingham 48009

Length of Residence 30+ yrs

Business Address _____

Occupation retired

Business City, Zip _____

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

been on this committee for 5+ yrs

List your related employment experience sales

List your related community activities volunteer: Dog Rescue
Jeopardy

List your related educational experience BS. education
and Dental Hygiene

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

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

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

Signature of Applicant

8-7-19

Date

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SEP 4 2019

CITY CLERK'S OFFICE
CITY OF BIRMINGHAM

OFFICE

Meets Require

Will Attend / L



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 Commission with basic information about applicants considered for appointment. NOTE: Completed included in the City Commission agenda packets. The information included on this form is open to the public and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the

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(Please print clearly)

Board/Committee of Interest Parking Advisory BoardSpecific Category/Vacancy on Board ResidentName Judith PaskiewiczPhone 248-5358948Residential Address 560 WoodlandEmail judithpaskiewicz@hotmail.comResidential City, Zip Birmingham MI 48009Length of Residence 30+ yearsBusiness Address 600 N. Old WoodwardOccupation psychologistBusiness City, Zip Birmingham MI 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied. I have lived and worked in the "near downtown" area for many years and so have had long term experience with the needs of residents, businesses, customers and visitors.

List your related employment experience In my work I practice being a careful and responsive listener, value the concerns and viewpoints of others and support understanding and problem solving.

List your related community activities bring these skills to my work on the board PAC Representative to the Parking Advisory Board

List your related educational experience MSW (Social Work) PhD (Clinical Psychology)

To the best of your knowledge, do you or a member of your immediate family have any direct financial relationships with any supplier, service provider or contractor of the City of Birmingham from which you 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 M Paskiewicz PhD

9/4/2019

8/5/2019, 2:40 PM



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT COMMISSION

At the regular meeting of Monday, September 16, 2019 the Birmingham City Commission intends to appoint four regular members to the Historic District Commission to serve three-year terms to expire September 25, 2022.

Interested parties may submit an application available from 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 commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the City with primary emphasis upon the City's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	<ul style="list-style-type: none">• A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation.• Must be a resident
Natalia Dukas 1352 Suffield Rd.	Resident

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

SUGGESTED ACTION:

To appoint _____, to the Historic District Commission as a regular member to serve the remainder of a three-year term to expire September 25, 2022.



HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

Duties: The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Ahmet	Klea		2/25/2019	12/31/2019
			Student Representative	
Burley	Doug	(248) 761-9905	8/14/2017	9/25/2020
384 Puritan		doug.burley@outlook.com		
Debbrecht	Gigi	(248) 882-9906	12/3/2018	9/25/2021
564 Frank St		realtor		
		gigidebbrecht@yahoo.com		
Deyer	Keith	(248) 642-6390	9/25/2006	9/25/2020
1283 Buckingham		kwdeyer@comcast.net		
Dukas	Natalia	(248) 885-8535	9/9/2013	9/25/2019
1352 Suffield		nataliadukas@yahoo.com		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Filthaut 1158 Webster Ave.	Kevin	(248) 761-0009 <i>kfilthau@umich.edu</i>	2/12/2018 Alternate	9/25/2019
Fuller 255 Pierce	Dulce	(248) 245-4000 <i>d@woodwardandmaple.com</i>	10/27/2016 Alternate	9/25/2019
Henke 724 South Bates	John	(248) 789-1640 <i>jwhenke@aol.com</i>	9/25/2006 historical preservation organization member	9/25/2021
Lang 1023 Floyd St.	Patricia	(248) 540-0991 <i>pal.family.friends@gmail.com</i>	12/3/2018	9/25/2021
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 architect	9/25/2019

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: HDC

Year: 2019

Members Required for Quorum: 5

MEMBER NAME	1/2	1/16	2/6	2/20	3/20	4/3	4/17	5/1	5/15	6/19	7/3	7/17	8/7	8/21	9/4	9/18	10/2	10/16	11/6	11/20	12/4	12/18	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																											
Gigi Debbrecht	P	NM	NM	P	P	NM	A	NM	NM	NM	NM	NM	P	CP	P										5	1	83%
Doug Burley	P	NM	NM	P	A	NM	A	NM	NM	NM	NM	NM	P	CA	A										3	4	43%
Keith W. Deyer	P	NM	NM	P	P	NM	CP	NM	NM	NM	NM	NM	A	CA	P										4	2	67%
Natalia Dukas	P	NM	NM	A	A	NM	A	NM	NM	NM	NM	NM	P	CP	P										3	3	50%
John Henke III	A	NM	NM	P	P	NM	CP	NM	NM	NM	NM	NM	P	CP	P										4	1	80%
Patricia Lang	P	NM	NM	P	P	NM	A	NM	NM	NM	NM	NM	P	CA	P										5	2	71%
Michael Willoughby	P	NM	NM	P	A	NM	A	NM	NM	NM	NM	NM	A	CA	P										2	4	33%
Ava Wells (Student)	A	NM	NM	A	A	NM	A	NM	NM	NM	NM	NM	A	A	A										0	6	0%
Klea Ahmet (Student)	A	NM	NM	A	P	NM	A	NM	NM	NM	NM	NM	A	A	P										2	4	33%
ALTERNATES																											
Dulce Fuller	A	NM	NM	P	A	NM	A	NM	NM	NM	NM	NM	P	CA	A										2	5	29%
Kevin Filthaut	P	NM	NM	A	A	NM	A	NM	NM	NM	NM	NM	A	A	A										1	6	14%
																									0	0	#DIV/0!
																									0	0	#DIV/0!
Present or Available	7	0	0	7	5	0	2	0	0	0	0	0	6	3	7	0	0	0	0	0	0	0	0	0	0	0	

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Department Head Signature

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SEP 9 2019

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(Please print clearly)

Board/Committee of Interest Design Review Board and Historic District Commission

Specific Category/Vacancy on Board board member

Name Natalia Dukas

Phone (248) 535-9950

Residential Address 1352 Sutfield Ave.

Email nataliadukas@yahoo.com

Residential City, Zip Birmingham MI 48009

Length of Residence 12 years

Business Address _____

Occupation _____

Business City, Zip _____

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

I would like to continue serving on the Design Review Board and the Historic District Commission

List your related employment experience Finance, Ford Motor Co.

List your related community activities Member DRB/HDC 2013-present
Pierce Elementary PTA

List your related educational experience B.A. Economics University of California - Berkeley
Historic Distric Commissioner Training 2014

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

Natalia Dukas
Signature of Applicant

9/9/19
Date



NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, February 11, 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 Friday, February 6, 2019. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be property owners of record and registered voters.
Adam Rubin 700 Emmons	Resident and registered voter
George (Jerry) Attia 1859 Henrietta	Resident and registered voter

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

SUGGESTED ACTION:

To appoint _____ to the Board of Zoning Appeals as an alternate member to serve the remainder of a three-year term to expire on February 17, 2020.



BOARD OF ZONING APPEALS

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

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

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

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



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Board of Zoning Appeals

Specific Category/Vacancy on Board Alternate Member

Name Adam Rubin

Phone 248-935-6734

Residential Address 700 Emmons Ave

Email adamsrubin@gmail.com

Residential City, Zip Birmingham, 48009

Length of Residence 3 Years

Business Address 348 E. Maple Rd.

Occupation Attorney

Business City, Zip Birmingham, 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
As an attorney with experience in both the public and private sectors, my background and skill set will allow me to bring a fair and balanced approach to the board, understanding the application of zoning ordinances to various requests from local residents.

List your related employment experience Assistant Attorney General for the State of Michigan - Alcohol and Gambling Enforcement Division (2008-2011); General Counsel at PrizeLogic (2011-2018); VP - Legal at Shift Digital in Birmingham (2018-present)

List your related community activities Former regional board member at Anti-Defamation League
Current board member of Jewish Federation of Metro Detroit (Next Gen Division)

List your related educational experience
B.A. University of Michigan 2005; J.D. University of Detroit Mercy School of Law 2008

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

Adam Rubin
Signature of Applicant

9-10-19
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



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Board of Zoning Appeals

Specific Category/Vacancy on Board _____

Name George (Jerry) Attia

Phone 202-744-2569

Residential Address 1859 Henrietta

Email jerry.attia@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 11 years

Business Address _____

Occupation Business Executive and Architect

Business City, Zip _____

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

I am a registered architect with a passion for urban environments. I believe in thoughtful development and that our city is first and foremost intended to serve the interests of its residents, businesses, and visitors. I believe that well planned urban environments connect people and reduce social tensions and anxiety. These interests extend to community activities, financial and social wellbeing. I am a thoughtful communicator who excels at finding consensus.

List your related employment experience _____

Vice President and Managing Principal - AECOM - I lead a team of 150 architects and engineers that design and build all manner of infrastructure projects across the country. My work often involves making presentations to large groups of people including business and civic leaders in order to create compelling solutions and find consensus among diverging interests.

List your related community activities _____

List your related educational experience B. Arch. - University of Detroit Mercy 1995

Registered Architect MI 1998-Present
also hold licenses in VA, DC, NY

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

NO

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

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

Signature of Applicant _____

Date

10/8/2018

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

Updated 8/16/17



**NOTICE OF INTENTION TO APPOINT
HEARING OFFICER**

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

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

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

Interested citizens may submit an application available at the City Clerk's office on or before noon on Wednesday, May 29, 2019. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointment.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be residents of the City who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.
G. Michael Wooley 824 Bennaville Ave.	Industrial/Mechanical Engineer

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

SUGGESTED ACTION:

To appoint _____ as the Hearing Officer, Alternate Member, to serve a three-year term to expire June 30, 2021.



HEARING OFFICER

Ordinance #2178, Adopted March 28, 2016

Term: 3 years

Appointed by the city commission

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

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

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address	E-Mail			
VACANT				6/30/2021
alternate				
Stotland	Alexander	(248) 636-1645	7/25/2016	6/30/2022
698 Hanna		astotland@hertzschram.com		



RECEIVED BY

AUG 27 2019

OFFICE USE ONLY

Meets Requirements? ☒ Yes ☐ No

Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest HEARING OFFICER (OR ALTERNATE)Specific Category/Vacancy on Board (SEE ABOVE)Name G. MICHAEL WOOLEYPhone 313 623 6040Residential Address 824 BENNAVILLE AVEEmail gmwooley@yahoo.comResidential City, Zip BIRMINGHAM MI 48009Length of Residence 3 1/2 YEARSBusiness Address 27755 STANSBURY RDOccupation VP BUSINESS DEVELOPMENTBusiness City, Zip FARMINGTON HILLS MI 48334

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

My BUSINESS EXPERIENCE WITH STRONG FOCUS ON P&L; NEW BUSINESS
MAKING DECISIONS; NEGOTIATIONS WITH CUSTOMERS AND LEGAL EXPERIENCE
AS AN INDUSTRIAL/MECHANICAL ENGINEER MAY OFFER ALTERNATIVE INSIGHT TO HEARINGS

List your related employment experience VICE PRESIDENT BUSINESS DEVELOPMENT; BUSINESS
UNIT MANAGER; MECHANICAL ENGINEERING / INDUSTRIAL ENGINEERINGList your related community activities AUXILIARY POLICE OFFICERList your related educational experience PRE LAW (POLITICAL SCIENCE); ENGINEERING;
MASTERS MANAGEMENT (MSA)

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

NODo you currently have a relative serving on the board/committee to which you have applied? NOAre you an elector (registered voter) in the City of Birmingham? YES

Signature of Applicant

Date

BIRMINGHAM CITY COMMISSION MINUTES
AUGUST 19, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Pierre Boutros called the meeting to order at 7:30 P.M.

II. ROLL CALL

Present: Mayor Pro Tem Boutros
Commissioner DeWeese
Commissioner Hoff
Commissioner Sherman

Absent: Mayor Bordman
Commissioner Harris
Commissioner Nickita

Administration: City Manager Valentine, City Attorney Currier, Deputy City Clerk Arft, DPS
Manager Filipski, City Engineer O'Meara, Police Chief Clemence

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

08-204-19 ANNOUNCEMENTS

- Mayor Patty Bordman was unable to attend this meeting because she was in Shiga Prefecture, Ritto, Japan representing the City of Birmingham at the State of Michigan Sister City Program. It was the 53rd year that the City participated in the Program.
- Please note that the City Calendar is in error showing a City Commission meeting on September 5. The City Commission meetings in September are scheduled for September 16 and September 23.

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.

08-205-19 APPROVAL OF CONSENT AGENDA

The following item was removed from the Consent Agenda:

Commissioner Hoff: Item A – Regular City Commission Meeting minutes of August 5, 2019.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To approve the Consent Agenda, excluding Item A that was pulled from consent.

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

 Nays: None

 Absent: Mayor Bordman
 Commissioner Harris
 Commissioner Nickita

- B. Resolution approving the warrant list, including Automated Clearing House payments, dated August 7, 2019 in the amount of \$ 855,344.03.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated August 14, 2019 in the amount of \$6,809,504.31.
- D. Resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of vehicle #30 by Southeastern Equipment Company in the amount of \$7,850.00 from the Auto Equipment Fund account #641.441.006-933.0200, pursuant to Sec. 2-286 of the City Code. Vehicle #30.
- E. Resolution approving the purchase of one 2020 Chevrolet Tahoe from Berger Chevrolet, Inc. through the Oakland County extendable purchasing contract #05218 in the amount of \$35,510.00 from account #641-441.006.971.0100 to replace fire vehicle #5508.
- F. Resolution awarding the ADA Upgrade Tennis Facility Main Entrance contract to MGSE Security LLC in the amount of \$21,200 charged to account number 248-690.000-836.0100; having the Mayor and City Clerk sign the contract on behalf of the City; and further appropriating and amending the 2019-2020 Community Development Block Grant Fund as follows:

Community Development Block Grant Fund

Revenues:

Federal Grants	248-000.000-503.0000	<u>\$21,200</u>
Total Revenues		\$21,200

Expenditures:

Barrier Free Improvements	248-690.000-836.0100	<u>\$21,200</u>
Total Expenditures		\$21,200

- G. Resolution awarding the 2019 Asphalt Paving Program to Asphalt Specialists, Inc., Contract #9-19 (P), as modified, in the amount of \$1,054,508, to be charged as follows:

Major Street Fund	202-449.001-981.0100	\$ 569,821.20
Local Street Fund	203-449.001-981.0100	\$ 464,686.80

Further, to approve the appropriation and amendment to the 2019-2020 fiscal year Local Street Fund budget as follows:

Local Street Fund

Revenues:

Draw from Fund Balance	203-000.000-400.0000	<u>\$25,000</u>
Total Revenue Adjustments		\$25,000

Expenditures:

Other Contractual Service	203-449.001-981.0100	<u>\$25,000</u>
Total Expenditure Adjustments		\$25,000

08-206-19 (ITEM A) REGULAR CITY COMMISSION MEETING MINUTES OF AUGUST 5, 2019

Commissioner Hoff requested two corrections: Page 7, Commissioner Harris agreed with Commission Harris. Should have been Commissioner Harris agreed with Commissioner Sherman. Page 6, "Commissioner Hoff how does a pool or garden fall into this..." The word "asked" was omitted.

MOTION: Motion by Commissioner Hoff, Seconded by Commissioner DeWeese
Resolution approving the City Commission meeting minutes of August 5th as corrected.

VOTE: Ayes, 4
 Nays, 0
 Absent, 3

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

08-207-19 BURN FITNESS BREAST CANCER 5K RUN

Deputy City Clerk Arft presented this item.

Commissioner Sherman disclosed that Alyssa Tushman, the applicant, is a family friend. He did not feel that it would be a conflict of interest.

City Manager Valentine confirmed that the staff reviewed this item and found it acceptable in regards to all departmental concerns and asked Ms. Tushman to address the commission.

Alyssa Tushman, co-owner of Burn Fitness and a breast cancer survivor chose Birmingham as a central location for their first annual 5k run in October. The upcoming event is extremely personal to her and exciting for the organization. For the first time in the history of the run, they would be raising monies and securing sponsors themselves for this event.

Commissioner Hoff agreed that the planned run would be a fine event however, there appeared to be some inconsistencies in the application. She asked if there was a Burn Fitness facility in Birmingham. In addition, she inquired how the event name was connected and who would benefit from the proceeds.

1. Ms. Tushman clarified that there is a location in Rochester Hills, Clawson, and Livonia. Birmingham would be a central location for all of the facilities to participate in the event.

2. She further stated that 100% of the proceeds would benefit the Rogel Cancer Center in Ann Arbor, which she attributed to saving her life.
3. Ms. Tushman expressed that the reference to The Birmingham Harriers 5K Run and Walk only outlined the route provided by the City Clerk. "Cult for a Cure" is the official name of the event.

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Sherman

To approve a request from Burn Fitness to hold the Cult for a Cure Breast Cancer 5K at Seaholm High School and on the surrounding streets on October 26th, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

VOTE:

Ayes,	4
Nays,	0
Absent,	3

08-208-19 RESOLUTION TO MEET IN CLOSED SESSION PURSUANT TO SECTIONS 8(E) AND 8(H) OF THE OPEN MEETINGS ACT

MOTION: Motion by Commissioner Sherman, Seconded by Commissioner Hoff.

To meet in closed session pursuant to the Open Meetings Act Section 8(e) regarding 2400 E. Lincoln v. City of Birmingham, and TIR Equities v. City of Birmingham.

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

No action was expected.

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

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Parking Utilization Report
 - 2. Logo Report
 - A. On-line surveys provided some feedback but was incomplete.
 - B. Commissioner Hoff inquired when the item would come back to the commission.
 - C. City Manager Valentine expressed that it would be brought back when the survey is completed and there is a full commission.
 - 3. City Clerk Certification

Mayor Pro Tem Boutros made a statement regarding his candidacy for Birmingham City Commission:

- When Pierre Boutros filed for placement on the November 2019 ballot, he was unaware that there were errors in his July and October 2016 quarterly campaign finance fillings.
- Both reports included all required information, but a clerical error mischaracterized some data.
- Upon learning of the error, an amended report was filed.
- While disappointed that this unfortunate series of events led to his name being removed from the printed November ballot;
- he respects and appreciates the importance that campaign finance laws played in this process.
- He loves the City of Birmingham and have served the City's residents with dedication and pride for the last 4 years.
- Mayor Pro Tem Boutros announced that he would be running for re-election as a write in candidate in November 2019.

XI. ADJOURN

Mayor Pro Tem Boutros adjourned the meeting to closed session at 7:45 P.M.

Cheryl Arft, Deputy City Clerk
/vc

City of Birmingham
Warrant List Dated 08/21/2019

Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
268161	*	005123	2400 LINCOLN, LLC	31,020.50
268162	*	000855	48TH DISTRICT COURT	750.00
268163	*	000855	48TH DISTRICT COURT	500.00
268164	*	000855	48TH DISTRICT COURT	100.00
268165	*	006965	7UP DETROIT	201.60
268166		005358	AARON'S EXCAVATING INC	5,950.00
268168	*	007266	AETNA BEHAVIORAL HEALTH LLC	472.42
268169		003708	AIRGAS USA, LLC	225.62
268170		MISC	ALEXANDRIA WINDOWS & DOORS	500.00
268172	*	006558	ANGELO'S WHOLESALE SUPPLIES, INC.	2,707.36
268173		000500	ARTECH PRINTING INC	147.00
268174	*	MISC	ARTHUR AND PATRICIA PAPADOPOULUS	419.26
268175		007479	ASB DISTRIBUTORS	63.60
268176		MISC	ASPEN CONSTRUCTION INC	200.00
268177	*	006759	AT&T	291.77
268178	*	006759	AT&T	254.08
268179	*	004027	AUTOMATED BENEFIT SVCS INC	6,502.00
268180		MISC	AYAR CONSTRUCTION LLC	200.00
268181		MISC	BABI CONSTRUCTION INC	500.00
268186		001122	BOB BARKER CO INC	769.60
268187		003012	BATTERIES PLUS	49.99
268188		001282	BEAR PACKAGING & SUPPLY INC	378.30
268189		007540	BIO SYSTEMS, INC.	817.25
268190	*	001086	CITY OF BIRMINGHAM	863.40
268192		003526	BOUND TREE MEDICAL, LLC	384.99
268193		MISC	BRANDYWINE CONSTRUCTION	546.61
268194	*	MISC	BRENDAN MCGAUGHEY	209.57
268195		MISC	BRICKWORKS PROPERTY RESTORATION	100.00
268196		006966	BRIDGESTONE GOLF, INC	417.72
268197	*	006953	JACQUELYN BRITO	83.93
268198	*	007772	BRIXNSTONE LLC	20,450.00
268199		003907	CADILLAC ASPHALT, LLC	829.38
268200		MISC	CAMAJ, MARTIN	1,000.00
268201		008082	CAMFIL USA INC	88.08
268202		007933	CARDNO, INC.	9,145.33
268203		MISC	CARNOVALE CONSTRUCTION INC	50.00
268204		000595	CARRIER & GABLE INC	2,080.00
268208		002067	CENTRAL PARKING SYSTEM	204.00
268209	*	007744	MOHAMED F. CHAMMAA	96.86
268210		MISC	CHRISTINA MUNRO TRUST	100.00
268211		000605	CINTAS CORPORATION	123.04
268212		MISC	CITI ROOFING CO	200.00

City of Birmingham
Warrant List Dated 08/21/2019

Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
268213	*	009111	CITY OF BIRMINGHAM #241	16,649.98
268214		001054	CITY OF TROY	466.75
268215	*	000912	MARK CLEMENCE	391.14
268216		004188	COFFEE BREAK SERVICE, INC.	43.75
268217	*	004026	COFINITY	1,494.00
268218	*	008955	COMCAST	215.83
268219	*	000627	CONSUMERS ENERGY	548.88
268220		008644	CONSUMERS ENERGY	300.00
268221		008512	COOL THREADS EMBROIDERY	878.97
268221	*	008512	COOL THREADS EMBROIDERY	50.00
268222		008582	CORE & MAIN LP	162.66
268223	*	009061	MICHAEL A. CRUCIANO	83.52
268225		MISC	DANIEL JOSEPH LYNCH	500.00
268226	*	MISC	DAVID AND LINDA BRANCH	67.27
268227		MISC	DCAM INC	100.00
268228	*	000177	DELWOOD SUPPLY	134.04
268229	*	006999	CHRISTOPHER DEMAN	186.00
268230	*	006907	DENTEMAX, LLC	150.30
268231		000190	DOWNRIVER REFRIGERATION	256.14
268232		008501	DOWNTOWN IDEA EXCHANGE	246.50
268233	*	000180	DTE ENERGY	6,513.02
268234		006090	DYNAMIC SYSTEMS, INC.	6,380.00
268238		003422	EMERGENCY MEDICAL PRODUCTS INC	452.01
268239	*	001124	EMPCO INCORPORATED	550.00
268241		009100	ENZO WATER SERVICE	210.00
268242		000936	FEDEX	210.75
268243	*	004514	FEDEX OFFICE	1,087.16
268245	*	007366	FIRST ADVANTAGE OCCUPATIONAL	170.00
268246		MISC	FOUR SEASONS GARDEN CENTER	100.00
268247		007172	GARY KNUREK INC	44.00
268248		000223	GASOW VETERINARY	135.20
268249		MISC	GBD RESIDENCES	1,213.00
268250		002814	GENERAL CASTER SERVICE INC	1,116.00
268251	*	MISC	GORDANA MARGULIS	554.38
268252	*	004604	GORDON FOOD	1,977.25
268254		000249	GUARDIAN ALARM	235.14
268255		001531	GUNNERS METER & PARTS INC	170.00
268256		005959	H2O COMPLIANCE SERVICE INC	1,190.00
268256	*	005959	H2O COMPLIANCE SERVICE INC	630.00
268257		MISC	HABITAT ENHANCERS LLC	200.00
268259		007339	HIGHEST HONOR, INC	814.40
268260	*	001040	HOOR MEDIA LLC	1,500.00
268261	*	008457	ITALIA CONSTRUCTION INC	243,428.41

City of Birmingham
Warrant List Dated 08/21/2019

Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
268262		MISC	JASON DELONG	100.00
268263		008564	JERRY'S TIRE	135.00
268264		MISC	JOE PIZIK ELECTRIC, INC.	280.00
268265		000347	JOHN R. SPRING & TIRE CENTER INC.	334.62
268266	*	MISC	JOHN RHEIN	25.00
268267	*	MISC	KENNETH PIERCE	244.78
268268		004088	KGM DISTRIBUTORS INC	274.00
268269		008553	L.G.K. BUILDING, INC	7,600.00
268270	*	006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
268271		MISC	LINDSTROM, CRIS	200.00
268272	*	008158	LOGICALIS INC	9,700.00
268273		MISC	LPI	3,110.00
268274		MISC	LYNCH CUSTOM HOMES	100.00
268275		MISC	MAC CONSTRUCTION, INC.	200.00
268276		003934	MADISON GENERATOR SERVICE INC	289.95
268277		MISC	MAPLEWOOD OFFICE PARK, LLC	100.00
268278		MISC	MARTINO ENTERPRISES INC	500.00
268279	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
268280		MISC	MCGLINCH & SONS	700.00
268281	*	004738	MGFOA	360.00
268287		001950	MILLER CANFIELD PADDOCK AND	6,444.36
268288	*	MISC	MONA & STEVEN CHANG	24,700.00
268289		001452	MONTGOMERY & SONS INC	2,490.00
268292		MISC	NARAYAN, GURUDATH S	200.00
268293		MISC	NELSON BROS SWR & PLBG SVC INC	659.12
268294	*	001194	NELSON BROTHERS SEWER	185.00
268295	*	007755	NETWORK SERVICES COMPANY	697.65
268296		MISC	NIX, BERND AXEL	100.00
268298	*	000477	OAKLAND COUNTY	2,406.92
268299		008214	OAKLAND COUNTY WATER DEPARTMENT	5,594.06
268300	*	003461	OBSERVER & ECCENTRIC	713.14
268301	*	004370	OCCUPATIONAL HEALTH CENTERS	50.00
268302	*	000481	OFFICE DEPOT INC	2,302.77
268303		MISC	OPH LLC	175.00
268305		001626	OXFORD OVERHEAD DOOR SALES CO.	983.00
268306	*	006625	PACIFIC TELEMANAGEMENT SERVICES	156.00
268308	*	001753	PEPSI COLA	2,006.38
268309		MISC	PERSPECTIVES CUSTOM CABINETRY INC	200.00
268310		005501	POISON IVY CONTROL OF MI	5,900.00
268311		003629	PREMIUM AIR SYSTEMS INC	756.50
268312		MISC	PRM CUSTOM BUILDERS LLC	900.00
268313		MISC	READY DIG EXCAVATION	914.78
268315		003447	RAFT	1,780.00

City of Birmingham
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Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
268317		MISC	RENEWAL BY ANDERSEN	500.00
268318		MISC	ROBERT ADAMS	163.75
268319		000221	RUSSELL HARDWARE COMPANY	14.49
268320		MISC	SACHSE CONSTRUCTION	1,000.00
268321	*	002553	SHADES OF GREEN NURSERY, INC	2,000.00
268322		007142	SHERWIN-WILLIAMS COMPANY	221.91
268323		009011	SOFT STUFF CREATIONS INC	192.60
268326		000260	SPARTAN DISTRIBUTORS INC	27.10
268327		MISC	SPARTAN TRAINING GEAR	3,025.00
268328		006741	STATE OF MICHIGAN	120.00
268329		004544	STRYKER SALES CORPORATION	170.69
268330		008748	TECHSEVEN COMPANY	625.00
268331		MISC	TEMPLETON BUILDING COMPANY	100.00
268332		MISC	TOWER CONSTRUCTION LLC	1,000.00
268333		MISC	TRESNAK CONSTRUCTION INC	100.00
268334		MISC	UNITED HOME SERVICES	200.00
268335	*	000808	UNIVERSAL CONTAINER CORP	1,906.35
268336	*	009093	UNIVERSAL FIDELITY LP	122.97
268337		007226	VALLEY CITY LINEN	107.90
268338	*	000158	VERIZON WIRELESS	120.12
268339		008026	VIS SERVICE INC	175.00
268340		MISC	WALLSIDE INC	500.00
268342	*	003890	LAUREN WOOD	525.00
268343		008391	XEROX CORPORATION	30.64

SUBTOTAL PAPER CHECK

\$486,916.26

ACH TRANSACTION

1332	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	49,313.71
1333	*	002284	ABEL ELECTRONICS INC	1,055.95
1335	*	000517	BEIER HOWLETT P.C.	41,364.50
1336	*	007875	CANFIELD EQUIPMENT SERVICE INC.	963.50
1337	*	008044	CLUB PROPHET	270.00
1341		001077	DUNCAN PARKING TECH INC	3,793.48
1341	*	001077	DUNCAN PARKING TECH INC	9,848.13
1342		000217	FOUR SEASON RADIATOR SERVICE INC	105.00
1344		000331	HUBBELL ROTH & CLARK INC	251.02
1345	*	002407	J & B MEDICAL SUPPLY	1,121.41
1346	*	007870	J.C. EHRLICH CO. INC.	70.00
1347		000261	J.H. HART URBAN FORESTRY	4,702.95
1348		000186	JACK DOHENY COMPANIES INC	268.52
1349	*	002576	JAX KAR WASH	292.00
1350	*	003458	JOE'S AUTO PARTS, INC.	216.10
1352	*	000891	KELLER THOMA	1,162.05
1353	*	005550	LEE & ASSOCIATES CO., INC.	171.05

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Check Number	Early Release	Vendor #	Vendor	Amount
1356		001864	NOWAK & FRAUS ENGINEERS	9,175.00
1357	*	006359	NYE UNIFORM COMPANY	397.00
1358	*	002767	OSCAR W. LARSON CO.	247.50
1359	*	006027	PENCHURA, LLC	222.00
1360		008269	PREMIER SAFETY	506.05
1361	*	001062	QUALITY COACH COLLISION	400.00
1362	*	003554	RKA PETROLEUM	1,638.64
1363	*	001181	ROSE PEST SOLUTIONS	266.00
1364		005380	SALZBURG LANDSCAPE SUPPLY	2,495.00
1365	*	001255	TEKNICOLORS INC	149.97
1366	*	004887	TRUCK & TRAILER SPECIALTIES INC	318.02
1367	*	000969	VIGILANTE SECURITY INC	275.50
1368	*	002974	VILLAGE OF BEVERLY HILLS	115,265.80
SUBTOTAL ACH TRANSACTION				\$246,325.85
GRAND TOTAL				\$733,242.11

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 08/28/2019

Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
268344		005430	21ST CENTURY MEDIA- MICHIGAN	2,647.00
268345	*	000855	48TH DISTRICT COURT	750.00
268346	*	000855	48TH DISTRICT COURT	100.00
268347	*	000855	48TH DISTRICT COURT	100.00
268350	*	001148	AMWAY GRAND PLAZA	1,231.86
268351		MISC	ANTHONY VULMAN	1,900.00
268352	*	006759	AT&T	300.87
268354	*	006759	AT&T	79.45
268355	*	006759	AT&T	160.15
268356	*	006759	AT&T	79.10
268357	*	006759	AT&T	160.15
268358	*	007216	AT&T	97.61
268359	*	003839	MATTHEW J. BARTALINO	147.34
268360		003012	BATTERIES PLUS	187.68
268361		MISC	BETH MILLER REVOC TRUST	100.00
268362		000524	BIRMINGHAM LOCKSMITH	21.30
268363		003526	BOUND TREE MEDICAL, LLC	217.26
268365		006520	BS&A SOFTWARE, INC	1,000.00
268366	*	006177	BULLSEYE TELECOM INC	119.42
268367		009078	CANON SOLUTIONS AMERICA INC	3,053.04
268370		000595	CARRIER & GABLE INC	1,300.83
268371		000605	CINTAS CORPORATION	132.85
268372	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,364.74
268373		002234	CMP DISTRIBUTORS INC	259.00
268374	*	000627	CONSUMERS ENERGY	729.35
268375		008582	CORE & MAIN LP	262.22
268376		MISC	DANE CHRISTY	100.00
268377		MISC	DCAM INC	300.00
268378		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
268379	*	000177	DELWOOD SUPPLY	593.19
268380	*	005125	DEVIN DEROECK	80.00
268381		008641	DINGES FIRE COMPANY	131.89
268382		MISC	DJL2 LLC	1,700.00
268385	*	000179	DTE ENERGY	72.32
268386	*	000179	DTE ENERGY	53.38
268387	*	000179	DTE ENERGY	785.31
268388	*	000179	DTE ENERGY	1,713.74
268389	*	000179	DTE ENERGY	34.08
268390	*	000179	DTE ENERGY	33.53
268391	*	000179	DTE ENERGY	382.62
268392	*	000179	DTE ENERGY	2,469.82
268393	*	000179	DTE ENERGY	83.77

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
268394	*	000179	DTE ENERGY	438.57
268395	*	000179	DTE ENERGY	8,273.38
268396	*	000179	DTE ENERGY	1,249.60
268397	*	000179	DTE ENERGY	3,694.06
268398	*	000179	DTE ENERGY	2,564.74
268399	*	000179	DTE ENERGY	124.00
268400	*	000179	DTE ENERGY	14.98
268401		000196	EJ USA, INC.	344.79
268403		003422	EMERGENCY MEDICAL PRODUCTS INC	327.89
268404		MISC	EXPERT POOL BUILDERS LLC	200.00
268405		MISC	GALLI, BRADLEY	200.00
268406		001056	GALLS, LLC	67.28
268407		007172	GARY KNUREK INC	211.00
268408		006384	GEOGRAPHIC INFORMATION SERVICES, IN	447.81
268409		000920	GLOBAL EQUIPMENT COMPANY INC	275.00
268410		005103	GORNO FORD, INC.	32,649.00
268411		004983	GREAT AMERICAN BUSINESS PRODUCTS	358.20
268412		MISC	GREAT LAKES ROOFING, INC	175.00
268413	*	007292	GREAT LAKES ROOFING, INC.	35,007.00
268414		MISC	GRYPHON TRAINING GROUP, INC	280.00
268415		001531	GUNNERS METER & PARTS INC	550.00
268416		005959	H2O COMPLIANCE SERVICE INC	2,610.00
268417		006153	HARRY'S ARMY SURPLUS	90.00
268418		008481	HART INTERCIVIC, INC	50.00
268419	*	001956	HOME DEPOT CREDIT SERVICES	3,244.86
268421		MISC	HOME DEPOT USA INC	500.00
268422		000342	IBS OF SE MICHIGAN	607.75
268423		MISC	ICON RESTORATION & CONSTRUCTION LLC	200.00
268424		000340	INDUSTRIAL BROOM SERVICE, LLC	743.72
268425		001625	JB DLCO & MULTISTATE	341.56
268426		008564	JERRY'S TIRE	270.00
268427		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	1,071.74
268428		MISC	KIWI HOME IMPROVMENT LLC	200.00
268429		005350	KLM BIKE & FITNESS INC	21.22
268430		004085	KONE INC	1,953.95
268431	*	000362	KROGER COMPANY	155.70
268432		008804	LIEBERMAN, GIES & COHEN, PLLC	600.00
268433		001564	MAGLOCLEN INC	400.00
268434		MISC	MARK C KOCHAN	100.00
268435		MISC	MARTIN JON MIRACLE, JR	100.00
268436		MISC	METRO DETROIT SIGNS INC	100.00
268437		MISC	MGM IMPROVMENTS	200.00
268438		007765	MICHIGAN INDEPENDENT DOOR CO.	1,047.00

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Check Number	Early Release	Vendor #	Vendor	Amount
268440		MISC	MILLER LANDSCAPE	100.00
268441		002671	MMA	355.00
268442		007163	MOBILE HEALTH RESOURCES	2,049.55
268443	*	008156	MPELRA	250.00
268444	*	001194	NELSON BROTHERS SEWER	185.00
268445		MISC	NEWMYER INC.	100.00
268446		001010	NFPA	909.48
268447		MISC	NIATSIKAS, KIRIAKOS	200.00
268448	*	000477	OAKLAND COUNTY	22.88
268449	*	000481	OFFICE DEPOT INC	730.90
268450		003881	ORKIN PEST CONTROL	550.00
268451		006189	P.F. PETTIBONE & CO.	126.80
268452	*	003351	PAMAR ENTERPRISES INC	20,753.88
268453	*	009084	PARTNR HAUS	8,705.71
268454		003588	PATRIOT 2000 INC.	145.00
268455		002518	PITNEY BOWES INC	153.42
268456	*	001146	PLANNING & ZONING NEWS	350.00
268457		MISC	RENEWAL BY ANDERSEN	500.00
268458		007336	REVIZE LLC	2,800.00
268459		MISC	ROCKWORKS LLC	300.00
268460		MISC	SALAH, CHARLES M	100.00
268461		MISC	SDS STONE PAVING	100.00
268462		009009	SIGNATURE CLEANING LLC	4,899.00
268463	*	008073	SITEONE LANDSCAPE SUPPLY, INC	714.57
268464		000260	SPARTAN DISTRIBUTORS INC	600.49
268464	*	000260	SPARTAN DISTRIBUTORS INC	531.36
268465		001104	STATE OF MICHIGAN	2,227.09
268466		MISC	STAY DRY BASEMENT WATERPROOFING INC	100.00
268467		MISC	STIRLING, WARWICK R	200.00
268468		004544	STRYKER SALES CORPORATION	531.75
268469		008833	SUPER SEER CORPORATION	476.80
268470	*	008507	SUPERFLEET MASTERCARD PROGRAM	363.60
268471		MISC	SWEENEY, MICHAEL	200.00
268472		MISC	TECHHOME BUILDING CO., LLC	2,500.00
268473		MISC	THE RAQ LLC	100.00
268474		000275	TIRE WHOLESALERS CO INC	356.28
268475	*	008975	HEATHER TOLLIVER	209.00
268476		MISC	UNITED HOME SERVICES	186.25
268477		000821	UNIVERSITY PRODUCTS INC	173.70
268478		000931	VARSITY SHOP	39.30
268479	*	000158	VERIZON WIRELESS	906.15
268480	*	000158	VERIZON WIRELESS	884.46
268481	*	000158	VERIZON WIRELESS	127.12

City of Birmingham
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Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
268482	*	000158	VERIZON WIRELESS	51.23
268483		MISC	WALLSIDE INC	500.00
268484	*	005794	WINDSTREAM	767.33
268485		008408	WISS, JANNEY, ELSTNER ASSOC. INC	4,500.00
268486		007083	XEROX CORPORATION	141.60
SUBTOTAL PAPER CHECK				\$189,043.12
<u>ACH TRANSACTION</u>				
1369	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	14,257.51
1370		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	3,969,581.67
1371		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	6,483,016.56
1372	*	002284	ABEL ELECTRONICS INC	189.99
1373		006683	BIRMINGHAM LAWN MAINTENANCE	25,309.00
1373	*	006683	BIRMINGHAM LAWN MAINTENANCE	570.00
1374	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	123.18
1375	*	000565	DORNBOS SIGN & SAFETY INC	381.47
1376	*	001077	DUNCAN PARKING TECH INC	52.50
1377	*	007314	FLEIS AND VANDENBRINK ENG. INC	3,418.50
1378		000217	FOUR SEASON RADIATOR SERVICE INC	448.00
1379	*	007807	G2 CONSULTING GROUP LLC	14,110.25
1380	*	007465	IN-HOUSE VALET INC	3,000.00
1381		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	762.55
1382		000261	J.H. HART URBAN FORESTRY	22,967.33
1382	*	000261	J.H. HART URBAN FORESTRY	152.00
1383		000186	JACK DOHENY COMPANIES INC	170.00
1384	*	005876	KROPF MECHANICAL SERVICE COMPANY	4,308.00
1385	*	005550	LEE & ASSOCIATES CO., INC.	9,241.65
1386	*	000649	MML WORKERS' COMP FUND	44,191.00
1387	*	006359	NYE UNIFORM COMPANY	1,676.95
1388	*	003554	RKA PETROLEUM	9,426.81
1389		000254	SOCRRA	65,978.00
1389	*	000254	SOCRRA	150.00
1390		000273	TERMINAL SUPPLY CO.	232.64
SUBTOTAL ACH TRANSACTION				\$10,673,715.56

City of Birmingham
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Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$10,862,758.68

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 09/04/2019

Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
268487	*	000855	48TH DISTRICT COURT	100.00
268488	*	000855	48TH DISTRICT COURT	300.00
268489	*	006965	7UP DETROIT	244.20
268490	*	007037	ACME PARTYWORKS	967.00
268491		008106	ACUSHNET COMPANY	493.18
268492	*	007329	ALL AMERICAN ARENA PRODUCTS LLC	3,000.00
268493		007233	ALL STAR PRO GOLF	510.56
268494	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	2,900.00
268495		MISC	AMERICAN STANDARD ROOFING	100.00
268496	*	000500	ARTECH PRINTING INC	63.00
268497		007479	ASB DISTRIBUTORS	123.45
268498	*	006759	AT&T	1,606.94
268499	*	006759	AT&T	206.66
268500	*	008422	AXIOM CONSTRUCTION SVCS GROUP LLC	43,393.16
268501	*	003839	MATTHEW J. BARTALINO	132.95
268502		003012	BATTERIES PLUS	79.80
268503		MISC	BESHOURI RESIDENTIAL DEVELOPMENT	200.00
268504	*	001086	CITY OF BIRMINGHAM	273.00
268505		MISC	BLOOM, DAVID	100.00
268506	*	006953	JACQUELYN BRITO	321.64
268507		MISC	BUDGET PPR	100.00
268508	*	008334	DAVID BUTTIGIEG	138.12
268509		003907	CADILLAC ASPHALT, LLC	5,249.04
268510	*	000444	CDW GOVERNMENT INC	230.34
268511		007710	CINTAS CORP	144.27
268512		000605	CINTAS CORPORATION	123.04
268513	*	008955	COMCAST	698.49
268514	*	007774	COMCAST BUSINESS	1,233.70
268515		002668	CONTRACTORS CLOTHING CO	300.00
268516		MISC	DAVEY RESOURCE GROUP	341.25
268517		MISC	DCAM INC	2,100.00
268518		MISC	DIZIK, JORDAN	100.00
268519		MISC	DROBOT CUSTOM BUILDING INC	200.00
268520	*	006700	DRV CONTRACTORS, LLC	2,275.00
268521	*	000179	DTE ENERGY	56.83
268522	*	000179	DTE ENERGY	138.77
268523	*	000179	DTE ENERGY	1,522.26
268524	*	000179	DTE ENERGY	63.05
268525	*	000179	DTE ENERGY	178.12
268526	*	000179	DTE ENERGY	1,447.55
268527	*	000179	DTE ENERGY	808.06
268528	*	000179	DTE ENERGY	1,009.58

City of Birmingham
Warrant List Dated 09/04/2019

Meeting of 09/16/2019

Check Number	Early Release	Vendor #	Vendor	Amount
268529	*	000179	DTE ENERGY	1,064.36
268530	*	000179	DTE ENERGY	675.26
268531	*	000179	DTE ENERGY	441.38
268532	*	000179	DTE ENERGY	69.74
268533		MISC	EDWARDS PLUMBING & HEATING	744.34
268534		000196	EJ USA, INC.	2,812.34
268535		004671	ELDER FORD	70.62
268536		006876	ENFORCEMENT PRODUCTS INC	2,911.00
268537		007415	EZ GOLF CART CO.	1,203.00
268538	*	006689	F.D.M. CONTRACTING INC.	292,226.79
268539		MISC	FINDLING, MICHAEL	100.00
268540		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
268541		007172	GARY KNUREK INC	101.00
268542		001771	GOLF ASSOC. OF MICHIGAN	400.00
268543	*	004604	GORDON FOOD	1,487.25
268544		001531	GUNNERS METER & PARTS INC	375.00
268545		MISC	GUTTER SYSTEMS OF MICHIGAN	100.00
268546		MISC	HM HOMES LLC	2,400.00
268547		001415	HORNUNG'S PRO GOLF SALES INC	333.65
268548	*	009094	HOWLAND'S TRAILER SALES	7,500.00
268549		MISC	IDEAL BUILDERS AND REMODELING INC	1,400.00
268550		MISC	ITALIA CONSTRUCTION	100.00
268551		003823	JAY'S SEPTIC TANK SERVICE	1,519.00
268551	*	003823	JAY'S SEPTIC TANK SERVICE	78.00
268552		001625	JB DLCO & MULTISTATE	116.60
268553		MISC	JOHN PALAZZOLA	200.00
268554	*	000352	JILL KOLAITIS	1,348.50
268555		006043	LANDSCAPE STRUCTURES INC	34,195.00
268556		008188	LEARN TO SKATE USA	45.59
268557		MISC	LIBERMAN, KIRILL	1,900.00
268558		MISC	LISA GARATONI	200.00
268559		MISC	LIVIDINI & WATSON BUILDING LLC	1,400.00
268560		008551	M & K TRUCK CENTERS	36.31
268561		007910	MACALLISTER RENTALS	2,995.25
268562		001417	MAJIK GRAPHICS INC	100.00
268563		008207	METAL MART U.S.A.	62.37
268564		001027	MIAMI-DADE POLICE DEPARTMENT	1,650.00
268565		MISC	MICHAEL & DONNA HARRIS GEORGE	200.00
268566		006179	MICHIGAN GLASS COATINGS	300.00
268567	*	000377	MICHIGAN MUNICIPAL LEAGUE	67.92
268568	*	001387	MICHIGAN MUNICIPAL LEAGUE	1,788.00
268569		006461	MID AMERICA RINK SERVICES	4,396.05
268570		007214	MIDWEST ARBORIST SUPPLIES	96.85

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
268571	*	007306	MARK MISCHLE	95.00
268572		MISC	MISKO PLBG LLC	318.24
268573		008319	MKSK INC	4,123.54
268574		001194	NELSON BROTHERS SEWER	1,091.00
268575		003075	NORTH END ELECTRIC	350.00
268576	*	000477	OAKLAND COUNTY	2,412.46
268577		008091	OAKLAND COUNTY	40.00
268578	*	004370	OCCUPATIONAL HEALTH CENTERS	212.50
268579	*	000481	OFFICE DEPOT INC	1,677.85
268580		MISC	PECK, KEVIN C	1,000.00
268581		MISC	PHALEN, JOHN	100.00
268582		MISC	PLUMBING PROFESSORS	1,000.00
268583		001263	POSITIVE PROMOTIONS INC	224.95
268584	*	000801	POSTMASTER	298.63
268585		008866	PRECISION CONCRETE CUTTING INC	53,680.50
268586	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
268587		MISC	RENEWAL BY ANDERSEN	500.00
268588		MISC	RICHARD WRANOSKY LLC	200.00
268589		MISC	RIVERA, RICHARD	401.77
268590	*	006837	ROMAN FOUNTAINS CORPORATION	3,848.00
268591		000218	ROYAL OAK P.D.Q. LLC	233.10
268592		MISC	S & A CONCRETE CONSTRUCTION INC	200.00
268593		MISC	SAS SERVICES INC	100.00
268594		MISC	SCOTT QUALITY HOMES II LLC	500.00
268595		MISC	SDS STONE PAVING	200.00
268596	*	008494	SHALER	8,150.00
268597		007142	SHERWIN-WILLIAMS COMPANY	9.96
268598	*	000769	SKILLPATH SEMINARS	199.00
268599		MISC	SMOLYANOV HOME IMPROVMENT	100.00
268600	*	007907	SP+ CORPORATION	4,485.00
268601		000260	SPARTAN DISTRIBUTORS INC	303.95
268602		MISC	STONERIDGE BUILDERS LLC	1,000.00
268603		000256	SUBURBAN BUICK GMC INC	147.95
268604		MISC	SWARTZ BUILDERS	300.00
268605	*	004355	SYMETRA LIFE INSURANCE COMPANY	35,910.29
268606	*	008748	TECHSEVEN COMPANY	2,931.00
268607		MISC	TERRY WINTER	100.00
268608		MISC	THOMAS SEBOLD & ASSOCIATES, IN	500.00
268609		MISC	THREE C'S LANDSCAPING	100.00
268610		MISC	TOMMASO ANSELMINO	100.00
268611		MISC	TRADEMARK BUILDING COMPANY INC	2,500.00
268612		MISC	TRAVCO CONSTRUCTION LLC	200.00
268613		MISC	UZELAC, STEVAN	100.00

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268614		007226	VALLEY CITY LINEN	101.65
268615		MISC	VENTURES DESIGN	300.00
268618	*	000158	VERIZON WIRELESS	153.69
268619	*	000158	VERIZON WIRELESS	1,049.89
268620		MISC	WALLSIDE INC	500.00
268621		MISC	WEATHERGARD WINDOW CO INC	500.00
268622	*	002171	WEISSMAN'S COSTUMES	203.15
268623		MISC	WOODBENN PROPERTIES LLC	500.00
268624		007401	XEROX FINANCIAL SERVICES	125.19
SUBTOTAL PAPER CHECK				\$576,292.29
<u>ACH TRANSACTION</u>				
1391	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	37,508.90
1392		007288	ABC HARLEY-DAVIDSON INC.	182.59
1393	*	002284	ABEL ELECTRONICS INC	919.90
1394	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	177.63
1396	*	000956	DELTA TEMP INC	6,077.72
1397	*	000207	EZELL SUPPLY CORPORATION	1,079.96
1398		001230	FIRE SYSTEMS OF MICHIGAN LLC	3,857.00
1399		006181	FIRST CHOICE COFFEE SERV	144.45
1400	*	007314	FLEIS AND VANDENBRINK ENG. INC	12,477.13
1401	*	000243	GRAINGER	156.28
1402		000331	HUBBELL ROTH & CLARK INC	4,190.87
1403	*	008378	THE HUNTINGTON NATIONAL BANK	2,603,350.00
1404	*	007465	IN-HOUSE VALET INC	3,000.00
1405	*	008851	INSIGHT INVESTMENT	4,321.10
1406	*	002407	J & B MEDICAL SUPPLY	115.66
1407		000261	J.H. HART URBAN FORESTRY	22,886.73
1408	*	003458	JOE'S AUTO PARTS, INC.	363.45
1409	*	005550	LEE & ASSOCIATES CO., INC.	1,780.00
1410		006359	NYE UNIFORM COMPANY	484.44
1410	*	006359	NYE UNIFORM COMPANY	1,873.55
1411	*	002767	OSCAR W. LARSON CO.	1,681.00
1412	*	000478	ROAD COMM FOR OAKLAND CO	946.03
1413	*	001181	ROSE PEST SOLUTIONS	71.00
1414	*	003785	SIGNS-N-DESIGNS INC	225.00
1415	*	000254	SOCRRA	75,379.00
1416		005787	SOUTHEASTERN EQUIPMENT CO. INC	10,779.82
1417	*	001255	TEKNICOLORS INC	199.96
1418		000273	TERMINAL SUPPLY CO.	161.33
1419	*	000969	VIGILANTE SECURITY INC	195.00
1420		000306	WOLVERINE CONTRACTORS INC	2,544.50
1421		000926	WRIGHT TOOL COMPANY	695.00

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Check Number	Early Release	Vendor #	Vendor	Amount
SUBTOTAL ACH TRANSACTION				\$2,797,825.00
GRAND TOTAL				<u>\$3,374,117.29</u>

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
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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
268626	*	000855	48TH DISTRICT COURT	91.00
268627		MISC	A-1 COMFORT CONTROL, INC	63.75
268628		007745	ALL COVERED	2,092.60
268629		000500	ARTECH PRINTING INC	616.00
268630		MISC	BCM HOME IMPROVEMENT	100.00
268631	*	001086	CITY OF BIRMINGHAM	521.90
268632	*	001086	CITY OF BIRMINGHAM	572.10
268635	*	000444	CDW GOVERNMENT INC	1,856.32
268636		008306	CHARTER TOWNSHIP OF BLOOMFIELD	259.10
268637		000605	CINTAS CORPORATION	109.40
268638		004188	COFFEE BREAK SERVICE, INC.	645.35
268639	*	008955	COMCAST	202.89
268641		001367	CONTRACTORS CONNECTION INC	233.15
268642		008512	COOL THREADS EMBROIDERY	181.97
268643		008582	CORE & MAIN LP	341.33
268645	*	007638	MARSHALL CRAWFORD	118.72
268646		MISC	DCAM INC	100.00
268647		008005	DE LAGE LANDEN FINANCIAL SVCS INC	97.53
268648		007795	DG TECHNOLOGIES	820.00
268649	*	000180	DTE ENERGY	42,791.31
268650	*	000179	DTE ENERGY	39.78
268651	*	000179	DTE ENERGY	32.12
268653		009100	ENZO WATER SERVICE	210.00
268655		001495	ETNA SUPPLY	2,337.24
268656		001223	FAST SIGNS	50.00
268657		009109	FIREHOSEDIRECT	2,613.75
268658		MISC	FRICK, ROBERT K	100.00
268659	*	004604	GORDON FOOD	367.85
268660		000245	GREAT LAKES POPCORN CO	260.90
268661		001531	GUNNERS METER & PARTS INC	725.00
268663		000948	HYDROCORP	1,315.00
268664		MISC	INGRAM ROOFING INC	200.00
268665		008564	JERRY'S TIRE	734.30
268666		MISC	KILANO CONSTRUCTION	500.00
268667	*	MISC	KIMBERLY FENCE & SUPPLY	8,287.31
268668		004085	KONE INC	234.46
268669	*	000362	KROGER COMPANY	98.32
268672		001669	MACP	75.00
268673		MISC	MAIN STREET DESIGN & BUILD	200.00
268674		MISC	MARSH, JOHN D	125.00
268676		000888	MCKENNA ASSOCIATES INC	71,437.50
268677		000369	MCMI	1,225.00

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Check Number	Early Release	Vendor #	Vendor	Amount
268678		008793	MERGE MOBILE, INC.	73.00
268680	*	009085	MGSE SECURITY LLC	9,540.00
268681		005252	MIAM	335.00
268682		MISC	MICHAEL SNYDER	100.00
268684		009114	MONAGHAN'S TOWING, INC	1,017.50
268685		MISC	MSA HOME IMPROVEMENTS INC	900.00
268686	*	000481	OFFICE DEPOT INC	468.01
268687		001626	OXFORD OVERHEAD DOOR SALES CO.	504.00
268688		MISC	PAOLO CARLO RAMUS	100.00
268689		009115	PONTIAC ELECTRIC MOTOR WORKS INC	1,184.73
268690		004044	RECYCLED AGGREGATES	167.62
268692		000218	ROYAL OAK P.D.Q. LLC	519.64
268693		MISC	RUBIN, DAVID	11,700.00
268694	*	002806	SAM'S CLUB/SYNCHRONY BANK	612.18
268695		006590	SECURE DOOR, LLC	143.00
268696		007527	SHEPPARD ENGINEERING P.C.	1,625.00
268697	*	004202	SHRED-IT USA	144.48
268698		009009	SIGNATURE CLEANING LLC	5,479.00
268700		000260	SPARTAN DISTRIBUTORS INC	457.92
268707	*	000158	VERIZON WIRELESS	76.02
268708	*	000158	VERIZON WIRELESS	154.77
268709		MISC	WALLSIDE INC	500.00
268712		MISC	WECHSLER CONSTRUCTION LLC	200.00
268713	*	000301	PAUL WELLS	20.00
SUBTOTAL PAPER CHECK				\$179,004.82
<u>ACH TRANSACTION</u>				
1422	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	13,443.95
1423	*	002284	ABEL ELECTRONICS INC	309.90
1424	*	008555	ABELL PEST CONTROL INC	40.00
1427	*	007345	BEVERLY HILLS ACE	49.07
1428	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	97.19
1429		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	9,928,966.75
1430	*	009106	CITY OF BIRMINGHAM #240	7,154.50
1432	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	3,645.97
1433	*	007314	FLEIS AND VANDENBRINK ENG. INC	1,960.00
1434	*	003938	HART PAVEMENT STRIPING CORP	600.00
1435		001672	HAYES PRECISION INC	321.00
1436	*	002407	J & B MEDICAL SUPPLY	124.61
1437	*	007870	J.C. EHRLICH CO. INC.	69.99
1438		000186	JACK DOHENY COMPANIES INC	284.96
1439	*	002576	JAX KAR WASH	462.75
1440	*	003458	JOE'S AUTO PARTS, INC.	43.52

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
1443		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	16,570,877.34
1444	*	001062	QUALITY COACH COLLISION	1,865.00
1446	*	001097	SOCWA	254,096.20
1447	*	002037	TOTAL ARMORED CAR SERVICE, INC.	736.27
1448	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,769.11
1449		002088	WM. CROOK FIRE PROTECTION CO.	1,415.00
SUBTOTAL ACH TRANSACTION				\$26,788,333.08
GRAND TOTAL				\$26,967,337.90

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Department of Public Services

DATE: August 29, 2019

TO: Joseph A. Valentine, City Manager

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

SUBJECT: Leaf Vac #142 and Debris Box Replacements

INTRODUCTION:

The Department of Public Services' annual leaf collection operation relies on the combined use of two front end loader-mounted claw buckets and three trailer-mounted debris vacuums to efficiently remove leaf debris from roadways. This work reduces the amount of leaf debris entering the storm water system, facilitates road surface drainage, reduces fire hazards, and improves neighborhood aesthetics.

Due to age and condition, the Department of Public Services recommends replacing leaf vacuum #142 – a 1992 AmVac unit. Additionally, DPS requests the replacement of two related debris boxes.

BACKGROUND:

City crews use three leaf vacs – two primary units and one backup – all of which are over 25 years old. In recent years, the costs to maintain these aged machines have increased considerably, as have the occurrences of mid-season breakdowns.

In addition to the vacuum units, DPS also maintains three debris box inserts, which are mounted in the beds of dump trucks and collect the debris ejected from the vacuums. These boxes are also over 25 years old, and have undergone numerous overhauls. The current condition of two of these boxes warrants replacement.

Both the vacuum unit and the debris boxes are available for purchase through Bell Equipment Company of Lake Orion, Michigan, using the Sourcewell/NJPA Cooperative Bid Contract #041217-ODB pricing.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

Leaf Vac #142 is listed in the 2019-20 vehicle/equipment replacement schedule as published in the current budget. The debris boxes are not listed because this type of equipment is not evaluated annually in the same manner as other equipment. The total purchase for one (1) vacuum unit and two (2) debris boxes is \$76,220.47 – broken down as follows:

	NJPA/Sourcell Pricing	Quantity	Total
ODB Xtreme-Vac LCT600	\$60,169.21	1	\$60,169.21
9' Debris Box	\$8,025.50	2	\$16,051.26
			\$76,220.47

The total above includes freight and equipment operation training. Funds for this purchase are available in the Auto/Equipment Fund account #641-441.006-971.0100.

Upon delivery, salvageable components from the old unit will be removed and stocked as spare parts for use on other units, if needed; the remainder will be disposed of through scrap metal recycling.

SUMMARY

Based on age and condition, the Department of Public Services recommends replacement of Leaf Vac #142 and two related debris box inserts, for a combined expenditure of \$76,220.47.

ATTACHMENTS:

There are no attachments with this report.

SUGGESTED RESOLUTION:

To approve the purchase of one (1) LCT600 model ODB Xtreme-Vac and two (2) 9' debris boxes from Bell Equipment Company through the Sourcewell/NJPA cooperative purchasing contract #041217-ODB in the amount of \$76,220.47 from account #641-441.006.971.0100.

DATE: August 12, 2019

TO: Joseph A. Valentine, City Manager

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

SUBJECT: Vehicle #500 Replacement

INTRODUCTION:

Due to age and condition, the Department of Public Services recommends replacement of police patrol vehicle #500, a 2014 Chevy Tahoe.

BACKGROUND:

Vehicle #500 is not listed on the replacement schedule as published in the 2019-2020 budget, but is taking the place of #565, which was originally slated for replacement during FY 19-20 but was replaced in 18-19 as the result of a collision and related insurance claim. The vehicle qualifies for replacement as illustrated by the assessment below:

#500 – 2014 Chevy Tahoe

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	5
Miles/Hours	1 point each 10,000 miles of usage	9.8
Type of Service	Type 5 – Police, fire, and rescue service vehicles	5
Reliability	Level 2 – In shop one time within 3-month time period; one breakdown/road call within 3-month period	2
M & R Costs	Level 3 – Maintenance costs are 61-80% of replacement costs	3
Condition	Level 3 - Noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior, and a weak or noisy drive train	3
TOTAL POINTS 23-27, SATISFACTORY – qualifies if budget allows		27.8

Although this vehicle falls slightly short of the 28-point “poor-needs priority replacement” threshold, based on current and average usage the expected accumulation of mileage would qualify it for priority replacement by the time of delivery – anticipated to be approximately 14 weeks from purchase approval.

The Department of Public Services recommends replacing this vehicle with a 2020 Chevrolet Tahoe police patrol unit, priced at \$36,896, available through the Oakland County extendable purchasing contract #05218 awarded to Berger Chevrolet of Grand Rapids, MI.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

Funds for this purchase, totaling \$36,896 are available in the Auto Equipment Fund, account #641-441.006-971.0100. The replaced vehicle will be resold at auction after delivery.

SUMMARY

Based on age and condition, the Department of Public Services recommends replacement of vehicle #500 with a 2020 Chevrolet Tahoe police patrol unit at a total cost of \$36,896. Upon delivery of the replacement vehicle, the old vehicle will be stripped of transferrable equipment and electronics and will be listed on the Michigan Governmental Trade Network for public auction.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED RESOLUTION:

To approve the purchase of one 2020 Chevrolet Tahoe police patrol unit through the Oakland County extendable purchasing contract #05218 in the amount of \$36,896.00 from account #641-441.006.971.0100.

DATE: August 12, 2019

TO: Joseph A. Valentine, City Manager

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

SUBJECT: Vehicle #562 Replacement

INTRODUCTION:

Due to age and condition, the Department of Public Services recommends replacement of police patrol vehicle #562, a 2013 Ford Interceptor Utility.

BACKGROUND:

Vehicle #562 was identified for replacement and listed in the vehicle replacement schedule, as published in the FY 19-20 budget. It qualifies for replacement as illustrated by the assessment below:

#562 – 2013 Ford Explorer Police Interceptor

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	7
Miles/Hours	1 point each 10,000 miles of usage	8.8
Type of Service	Type 5 – Police, fire, and rescue service vehicles	5
Reliability	Level 2 – In shop one time within 3-month time period; one breakdown/road call within 3-month period.	2
M & R Costs	Level 2 – Maintenance costs are 21-40% of replacement costs	2
Condition	Level 3 - Noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior, and a weak or noisy drive train	3
TOTAL POINTS 23-27, SATISFACTORY – qualifies if budget allows		27.8

Although this vehicle falls slightly short of the 28-point “poor-needs priority replacement” threshold, based on current and average usage the expected accumulation of mileage would qualify it for priority replacement by the time of delivery – anticipated to be approximately 14 weeks from purchase approval.

The Department of Public Services recommends replacing this vehicle with a 2020 Ford Explorer Police Interceptor through the Oakland County extendable purchasing contract awarded to Gorno Ford of Woodhaven, MI.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

Funds for this purchase, totaling \$35,080, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

SUMMARY

Based on age and condition, the Department of Public Services recommends replacement of vehicle #562 with a 2020 Ford Explorer Police Interceptor at a total cost of \$35,080. Upon delivery of the replacement vehicle, the old vehicle will be stripped of transferrable equipment and electronics and will be listed on the Michigan Governmental Trade Network for public auction.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED RESOLUTION:

To approve the purchase of one 2020 Ford Explorer Police Interceptor from Gorno Ford through the Oakland County extendable purchasing contract #OAK-4944 in the amount of \$35,080.00 from account #641-441.006.971.0100.



MEMORANDUM

Department of Public Services

DATE: September 5, 2019

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Kenning Park Ballfield #4 Modification Award

INTRODUCTION:

On February 25, 2019, the City Commission awarded the Kenning Park Ballfield Construction project to WCI Contractors, Inc. for \$737,000. This ballfield construction project targets the two easterly fields and includes the reconfiguration of fields #2 and #3. We noted because of this work, field #4 (the largest field) crosses over into the re-configured field #3 and needs adjusting. We did not have early estimated costs for this modification, but anticipated WCI Contractors would be best suited to provide us competitive pricing for this work, as they are already on-site with the equipment are in the best position for the work to be completed yet this year.

The price for various components of this work is competitive with other similar projects we have performed in the past. In addition, we requested pricing from other contractors for specific portions of this work and costs are similar. Pricing was also confirmed as competitive with Johnson Hill Land Ethics Studio (JHLE) who is serving as the project manager for the Kenning Park Ballfield Construction project. Field #4 modifications will be a separate project and require a budget amendment. The bulk of the work is new fencing material and earthwork/grading of the field. We have negotiated with WCI for this work, as to what is necessary for this field to be playable for next spring.

BACKGROUND:

Senior softball leagues and Birmingham Little League use Large Field #4 during the season. This field is a 280' outfield and the largest field in Kenning Park. The necessary modifications will include a rotation of the field in varying amounts up to 80 feet in the outfield. Scope of work includes removing and replacing the existing backstop and fencing, excavation of existing material, fine grading of infield and installation of new material and installation of ballfield furnishings (bases, dugouts and bleachers). DPS staff has removed some furnishings in order to reduce the cost for this modification. Whatever can be salvaged and reused has been taken into account as part of this project cost. In addition, the City is providing the infield and warning track mix material to WCI, thus reducing costs further.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

This work is proposed to be funded by a General Fund contribution of \$55,100.00. Funds for this project will come from account #401-751.001-981.0100.

SUMMARY:

The Kenning Park Ballfield Construction project began June 17, 2019 with a completion date of October 31, 2019. Anticipated as the result of moving ahead with the construction of Kenning Park Ballfields #2 and #3, large field #4 needs to be re-aligned and requires demolition and renovation. It will be moved westerly at the site to accommodate the new positioning of the two easterly fields. WCI Contractors, Inc. provided a competitive price, since they are on-site and already bid the work for the two new fields. The timing is right for this work to be completed this year by WCI Contractors. Ballfield #4 needs to be playable for all of the groups by next spring.

The fencing for the two new ballfields will be black vinyl coated, whereas the new fence for field #4 will be galvanized, as it exists today. We wish to include Alternate #1 for \$885.00 as part of this project cost for performance and payment bonds. In addition, to accept Alternate #2 which provides a credit for \$4,705.00 to maintain a galvanized fencing system.

ATTACHMENTS:

- WCI Cost Proposal dated September 4, 2019
- Existing Fields Layout
- Modified Field #4 Layout

SUGGESTED RESOLUTION:

To award the Kenning Park Ballfield #4 modification to WCI Contractors, Inc., in the amount not to exceed \$55,100.00, to be funded from account 401-751.001-981.0100 and further; to approve the appropriation and amendment to the fiscal year 2019-2020 General Fund and Capital Projects Fund budgets as follows.

General Fund

Revenues:

101-000.000-400.0000	Draw from Fund Balance	<u>\$55,100.00</u>
Total Revenue		<u>\$55,100.00</u>

Expenditures:

101-999.000-999.4010	Transfers Out – Capital Projects Fund	<u>\$55,100.00</u>
Total Expenditures		<u>\$55,100.00</u>

Capital Projects Fund

Revenues:

401-751.001-699.0101	Transfer In – General Fund	<u>\$55,100.00</u>
Total Revenue		<u>\$55,100.00</u>

Expenditures:

401-751.001-981.0100	Public Improvements	<u>\$55,100.00</u>
Total Expenditures		<u>\$55,100.00</u>

WCI

General Contractors
Site Development

Contractors, Inc.
20210 Conner
Detroit, MI 48234

Phone: (313) 368-2100
Fax: (313) 368-8986

September 4, 2019

Tyler Sprague, ASLA
The Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

RE: City of Birmingham Kenning Park - Additional Ballfield Renovation

Mr. Sprague,

Per your request, the following is our price for the Kenning Park Additional Ballfield Renovations, per drawings dated May 13, 2019 and revised on August 30, 2019 per layout Option 1, which includes the work items necessary for realignment of the Ballfield South of the Ice Rink. Our price and scope is the following:

1. Earthwork / Grading: \$ 12,700.00
 - a. Remove & salvage approximately 3,800 s.f. of 3" infield mix.
 - b. Excavate approximately 400 s.f. of new infield mix area.
 - c. Excavate approximately 600 s.f. of new warning track.
 - d. Install 1,000 s.f. of 6" of new infield / warning track ballfield mix.
Material provided by City.
 - e. Re-profile infield to new base locations.
 - f. Fine grade & compact infield
 - g. Define new edge of outfield per drawings, Option 1.
2. Ballfield Fence: \$ 34,900.00
 - a. Install new 16' tall black vinyl coated backstop.
 - b. Install 144 l.f. of 8' tall black vinyl coated infield fence.
 - c. Install 60 l.f. of 5' tall galvanized outfield fence.
 - d. See attached quote for scope and breakdown.
3. Ballfield Furnishings: \$ 3,650.00
 - a. Install base anchors, home plate & pitchers rubber.
Materials provided by City.
 - b. Install 2 salvaged dugout benches.
 - c. Place salvaged bleachers on stone pads.
4. Restore approximately 700 s.y. of disturbed area with 3" of topsoil and hydroseed. \$ 5,200.00

WCI

General Contractors
Site Development

Contractors, Inc.
20210 Conner
Detroit, MI 48234

Phone: (313) 368-2100
Fax: (313) 368-8986

5. General Conditions:

- a. Site Protection Fence
- b. Layout

\$ 2,470.00

TOTAL: \$ 58,920.00

Alternate 1: Performance & Payment Bonds (if required): ADD: \$ 885.00

Alternate 2: Galvanized Fence:

Install galvanized fence in lieu of black vinyl coated
for backstop and infield fencing.

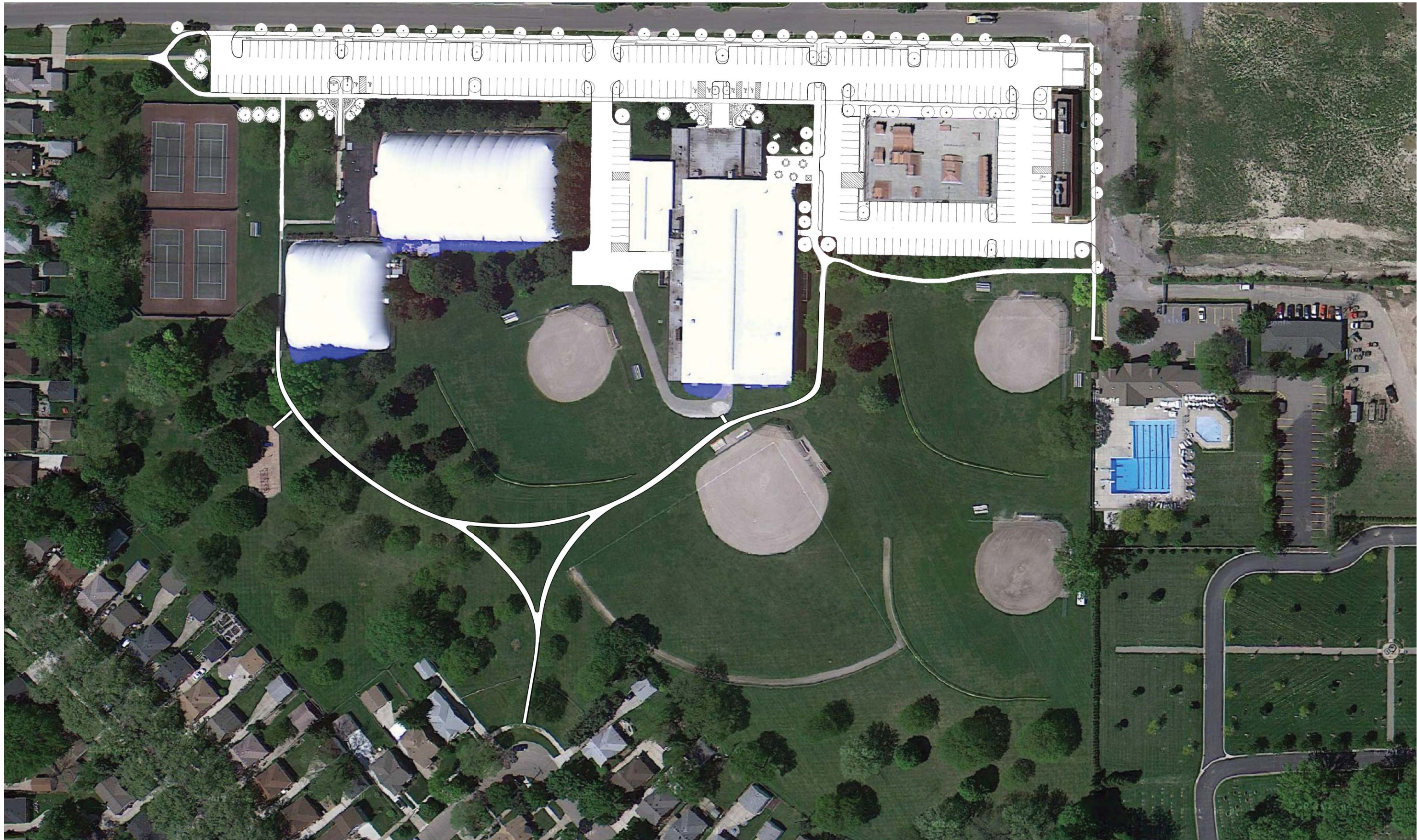
CREDIT: (\$ 4,705.00)

Please let me know if you have any questions and how you would like to proceed.

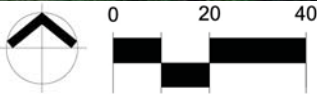
Sincerely,

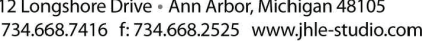
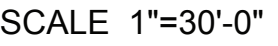


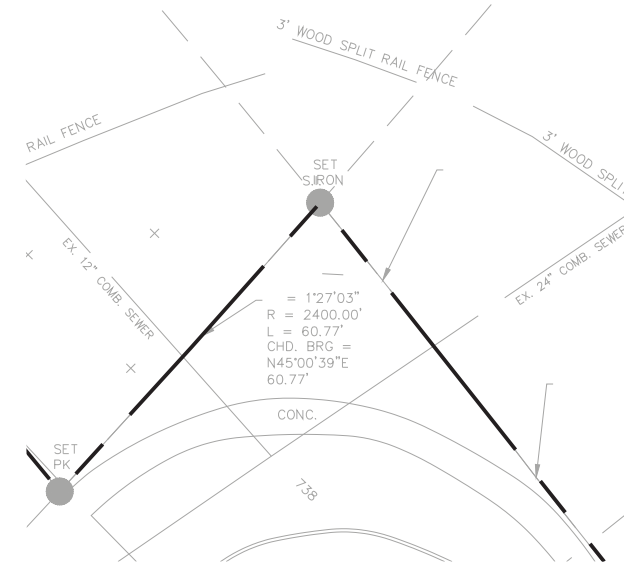
Thomas A. Maliszewski III
WCI Contractors, Inc.



Kenning Park - Park Circulation
June 14, 2013



CITY OF BIRMINGHAM
BIRMINGHAM, MICHIGAN[illegible]





MEMORANDUM

Department of Public Services

DATE: August 30, 2019

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services
Carrie A. Laird, Parks and Recreation Manager

SUBJECT: Replacement Utility Vehicle #152

INTRODUCTION:

DPS vehicle #152 will be a John Deere model 1575 mower/tractor used in a variety of operations including snow removal on sidewalks and mowing of city property and parks. This vehicle is very well suited for snow removal operations on City sidewalks, in the downtown area especially. The maneuverability of this machine is not found in other comparable equipment, resulting in the City owning three of these machines. This ability to maneuver helps with efficient and complete clearing between meters and tight spots in the downtown area. These machines are crucial for handling snow removal expectations in Birmingham. This vehicle also has the versatility to accommodate several types of attachments, including brooms, snowplows, snow blowers, and mowing decks.

BACKGROUND:

The City of Birmingham purchased the existing John Deere Model 1445 in 2013, which included a snow broom, and 60" mowing deck for a total expenditure of \$32,845.23. At that time, in the midst of new governmental standards on emissions, the engines in the machines were the early stage interim tier 4 emissions engines. The new model of this tractor, the John Deere 1575, has the final tier 4 engine, with extreme environmental standards met for the EPA regulations.

There have been significant improvements made, resulting in a much cleaner exhaust system. Another very important difference in the newer model is that now the cab is attached to the vehicle at the factory, instead of as an aftermarket option. It is a tighter fit cab over tractor, ultimately resulting in no exhaust fumes inside the cab, unlike our current vehicle.

Clearing snow from City sidewalks repeatedly exposes this vehicle to salt spray and the corrosive environment causes major components to deteriorate and fail. These vehicles are a workhorse and based on the tasks the machine tackles they do get a lot of wear and tear.

All attachments that currently fit this machine are in good condition and fit onto the new machine; therefore, we will not need to purchase any new attachments at this time.

The scoring system for Utility vehicles has six categories. The following table illustrates the breakdown of the scoring system used as justification for the replacement of this vehicle.

Vehicle #152 John Deere 1445

Factor	Description	Points
Age	1 point each year of age.	7
Miles/Hours	1 point each 250 hours of usage	4
Type of Service	4 points, extreme duties in adverse atmosphere (dust, salt, water, dirt, mud).	4
Reliability	4 points, in shop more than twice within 3 months, 1 or more breakdowns in same period.	4
M & R Costs	2 points, maintenance and repair costs are 21-40% of replacement costs.	2
Condition	3 points, minor body damage, rust, weak operating system.	3
Total points 23-27, satisfactory, qualifies for replacement this year if budget allows.		24

LEGAL REVIEW:

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

FISCAL IMPACT:

The contract price of the new vehicle is \$32,455.72. Vehicle #152 is identified for replacement and listed in the vehicle replacement schedule, as published in the FY 19-20 budget. Funds for this purchase are available in the Auto Equipment Fund, account #641-441.006-971.0100.

The new vehicle will be available in 30 days or less upon receipt of the purchase order by the approved delivering dealer, Bader and Sons Co. Upon delivery of the new vehicle, the John Deere 1445 model mower/tractor will be placed on the Michigan Inter-governmental Trade Network for re-sale.

SUMMARY:

The John Deere 1575 models are available for purchase from Deere & Company using cooperative bid pricing available through MI Deal Contract #071B7700085. Bader & Sons Co. is an approved vendor/delivering dealer for this contract and was contacted for pricing. The Department of Public Services recommends the purchase of the John Deere 1575 model mower/tractor vehicle to replace the existing John Deere 1445 model based on its age and condition for a total cost of \$32,455.72 from Deere & Company, delivering dealer Bader & Sons, Co.

ATTACHMENTS:

There are no attachments included in this report.

SUGGESTED RESOLUTION:

To approve the purchase of a new John Deere 1575 commercial mower from Deere & Company, using MI-Deal Contract #071B7700085 extendable purchasing pricing for a total expenditure of \$32,455.72. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.

DATE: August 27, 2019

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police
Aaron Filipski, Public Services Manager

SUBJECT: Purchase of Polaris Ranger Vehicle

INTRODUCTION:

The purchase of a 2019 Polaris Ranger XP 1000 EPS Northstar Edition was identified in the 2019-20 fiscal year Automobile Parking System (APS) capital outlay budget. The primary use of this vehicle will be for parking meter and vehicle detection sensor maintenance. The Polaris will also be driven by police officers for patrolling special events, parks and chip trails. This vehicle will be used year-round. The Polaris will be an addition to the police vehicle fleet. The original purchase will be funded from the Automobile Parking System Fund and future replacements of this vehicle will be charged to the Auto Equipment Fund.

BACKGROUND:

An Invitation to Bid (ITB) was posted on the MITN Intergovernmental Trade Network (MITN) on August 1, 2019 with a bid opening on August 14. A bid in the amount of \$23,144.00 was received from Ball Equipment Company of Sandusky, MI. Comparative quotes based on two government purchasing programs were obtained from the manufacturer with the following pricing:

- Polaris Sourcewell contract pricing \$26,799.59
- Polaris GSA contract pricing \$26,113.87

LEGAL REVIEW:

The city attorney reviewed the Invitation to Bid. No additional legal review is required for this purchase.

FISCAL IMPACT:

This project was identified within the 2019-20 fiscal year APS budget. The total cost for the Polaris Ranger 1000 Northstar Edition is \$23,144.00. Sufficient funds are available in capital outlay account number # 585-305.30-971.0100 to provide for this purchase.

SUMMARY:

The police department recommends approving the purchase (1) Polaris Ranger 1000 Northstar Edition from Ball Equipment in the amount of \$23,144.00.

ATTACHMENT:

1. Invitation to Bid
2. Attachment A - Ball Equipment Agreement
3. Attachment B – Ball Equipment Bidder's Agreement

4. Attachment C – Ball Equipment Cost Proposal
5. Attachment D – Iran Sanctions Act Vendor Certification Form

SUGGESTED RESOLUTION:

To approve the purchase of (1) Polaris Ranger 1000 EPS Northstar Edition from Ball Equipment; further charging this expenditure in the amount of \$23,144.00 to the Automobile Parking System capital outlay account # 585-305.30-971.0100.



INVITATION TO BID

Sealed bids endorsed **"POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION"** will be received by the City of Birmingham, Michigan at the Office of City Clerk, 151 Martin Street, P.O. Box 3001, Birmingham, MI, 48012 until Wednesday, August 14, 2019 at 10:00 a.m., at which time the bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bids from qualified vendors for the purchase POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION. Color Pearl White. Options and accessories include climate control heating and air conditioning, Polaris Pulse electrical system including windshield wiper and dome light, cargo box, power window doors, 8 vent heater and defrost. All proposals must include total shipping, delivery costs and the estimated delivery date.

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the City of Birmingham. The equipment must be delivered as detailed in accordance with the specifications contained in the Invitation to Bid (ITB).

The City reserves the right to request additional information or clarification from bidders. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment.

Bids must be submitted in a sealed envelope marked **"POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION"**. The date and time of the bid opening must also be marked on the envelope.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed and a written purchase order has been delivered to the successful bidder.

The ITB, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTN: Scott Grewe.

Submitted to MITN:	August 1, 2019
Deadline for Submissions:	August 14, 2019 10:00 a.m.
Contact Person:	Scott Grewe, Commander Birmingham Police Department 151 Martin Street Birmingham, MI 48012 Phone: (248) 530-1867 Email: sgrewe@bhamgov.org



INVITATION TO BID

For POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

All information requested of the vendor shall be entered in the appropriate space on the attached form(s). Failure to do so may disqualify the bid.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of the bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

All bids shall be signed by an authorized officer or employee of the bidder.

Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic bids, telephone bids, or facsimile bids will be accepted.

The City of Birmingham is exempt from State of Michigan and federal excise taxes.

All proposals shall include the following information: Vendor name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of the bid.

The City of Birmingham reserves the right:

1. To award bids received on the basis of individual items, or group of items, or on the entire list of items.
2. To reject any and all bids, or any part thereof.
3. To waive any informality in the bids received.
4. To accept the bid that the City Commission shall deem to be in the best interest of City of Birmingham.



INVITATION TO BID

For POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION

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INTRODUCTION

The purpose of this ITB is to request sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide (1) **POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION** per the specifications on the attached sheets.

The City of Birmingham, Michigan will grant to the successful bidder a purchase order for the following:

POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION

For purposes of this Invitation to Bid the City of Birmingham will hereby be referred to as "City" and the vendor will hereby be referred to as "Contractor."

The City of Birmingham is accepting sealed bids from qualified vendors for the purchase of (1) **POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION**. The equipment must be delivered as specified in accordance with the specifications outlined by the Scope of Work contained in this Invitation to Bid (ITB)

Bids for the purchase of (1) **POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION** are requested in this Invitation to Bid.

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the City of Birmingham.

The City reserves the right to request additional information or clarification from bidders. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment.

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from bidders, or to allow corrections of errors or omissions. At the discretion of the City, vendors submitting bids may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a vendor will be completed by August 19, 2019. A purchase order will be issued to the selected Contractor following execution of the agreement.

INVITATION TO SUBMIT A BID

Proposals shall be submitted no later than August 14, 2019 at 10:00 a.m. to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The bid should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION**". The date and time of the bid opening must also be marked on the envelope.

Any bid received after the due date cannot be accepted and will be rejected and returned, unopened, to the bidder.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities).
2. Any request for clarification of this ITB shall be made in writing and delivered to: Commander Scott Grewe, (248) 530-1867, sgrewe@bhamgov.org, City of Birmingham, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All bids must be submitted following the ITB format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the ITB format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the delivery of the equipment pursuant to these documents.
5. Each respondent shall include in his or her bid, in the format requested, the cost of the equipment. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful contractor with tax exemption information when requested.
6. Each respondent shall include in their bid the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services and equipment as outlined.
2. Related experience with similar projects, vendor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all bids received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any bid may be withdrawn up until the date and time set above for the opening of the proposals. Any bids not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a bid proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this ITB.
 - a. Attachment A - Agreement (pp. 11-16 – only if selected by the City)
 - b. Attachment B - Bidder's Agreement (p. 17)
 - c. Attachment C - Cost Proposal (p. 18)
 - d. Attachment D - Iran Sanctions Act Vendor Certification Form (p. 19).

Provide a description of completed projects that demonstrate the vendor's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

2. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 10).
3. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-contractors and their qualifications, if applicable.
6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
7. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
8. The Contractor will be responsible for obtaining any associated permits at no cost to the Contractor.
9. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, The City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF BID MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the ITB, that it is aware of the applicable facts pertaining to the ITB process and its procedures and requirements, and that it has read and understands the ITB. Statistical information which may be contained in the ITB or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

August 1, 2019	POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION posted on MITN
August 14, 2019	Bids Due – open at 10:00 a.m. Office of the City Clerk
August 19, 2019	Agreement to City Commission for Approval
August 21, 2019	Purchase order for POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION awarded to successful vendor

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Contractor shall provide the following equipment and services in accordance with the requirements as defined and noted herein: **POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION**

PROJECT LOCATION: Birmingham, Michigan 48009

1. The City of Birmingham is accepting sealed bids from qualified vendors to provide **(1) POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION**. The City intends to award one contract to a single vendor.
2. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
3. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.
4. All bids submitted for the **POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION** must include the following equipment specifications:
 - **(1) POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION**
 - **COLOR PEARL WHITE**
 - **CLIMATE CONTROL HEATING AND AIR CONDITIONING**
 - **POLARIS PULSE ELECTRICAL SYSTEM INCLUDING WINDSHIELD WIPER AND DOME LIGHT**
 - **CARGO BOX**
 - **POWER WINDOW DOORS, 8 VENT HEATER AND DEFROST**
 - **INCLUDE ANY APPLICABLE FEES FOR RECEIPT, SHIPPING AND DELIVERY COSTS**
 - **ESTIMATED DELIVERY DATE FROM RECEIPT OF PURCHASE ORDER**

ATTACHMENT A - AGREEMENT

For POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION

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 Ball Equipment, having its principal office at 600 S. Sandusky Rd. Sandusky, MI 48471 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of **(1) POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION** and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide **(1) POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION**,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide **(1) POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION** and the Contractor's cost proposal dated _____, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.
2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a **(1) POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION** per the Contractor's _____, 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 Invitation to Bid.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement

shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

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

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

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

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

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

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

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

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

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

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

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

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

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

City of Birmingham
Attn: Cherilynn Mynsberge
151 Martin Street
Birmingham, MI 48009
(248) 530-1802

CONTRACTOR
Ball Equipment
600 S. Sandusky Rd.
Sandusky, MI 48471
(810)648-2813

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

Emuley Bills

By: Christopher Ball *ns*
Christopher Ball
Its: President

CITY OF BIRMINGHAM

By: _____
Patricia Bordman
Its: Mayor

By: _____
J. Cherilynn Mynsberge
Its: City Clerk

Approved:

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

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT

For POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Nick Stone August 6 2019
PREPARED BY DATE
(Print Name)

Sales Representative August 6 2019
TITLE DATE

 Nick@ballequip.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

Ball Equipment
COMPANY

600 S. Sandersky (810) 648-3510
ADDRESS PHONE

NAME OF PARENT COMPANY PHONE

ADDRESS

ATTACHMENT C – COST PROPOSAL
For "POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION"

ITEM	BID AMOUNT
(1) POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION – 2020 MODEL YEAR	\$23,084. ⁰⁰
COLOR – PEARL WHITE	\$0
CLIMATE CONTROL HEATING AND AIR CONDITIONING	\$0
POLARIS PULSE ELECTRICAL SYSTEM INCLUDING WINDSHIELD WIPER AND DOME LIGHT	\$0
CARGO BOX	\$0
POWER WINDOW DOORS, 8 VENT HEATER AND DEFROST	\$0
FEES FOR RECEIPT, SHIPPING, AND DELIVERY OF VEHICLE	\$0
ADDITIONAL / MISCELLANEOUS FEES OR CHARGES (DETAIL BELOW)	\$60. ⁰⁰
TOTAL BID AMOUNT	\$23,144.⁰⁰

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For "POLARIS RANGER XP 1000 EPS NORTHSTAR EDITION"

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

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

Nick StonePREPARED BY
(Print Name)August 16 2019

DATE

Sales Representative

TITLE

August 16 2019

DATE



AUTHORIZED SIGNATURE

Nick@ballequip.com

E-MAIL ADDRESS

Ball Equipment

COMPANY

600 S. Sandusky Rd. Sandusky, Mi 48471

ADDRESS

(810) 648-3510

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

38-2766654

TAXPAYER I.D.#



MEMORANDUM

Police Department

DATE: August 6, 2019

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Pavement Marking Contracts Fiscal Year 2019-20
Hart Pavement Striping Corporation – Handwork
PK Contracting, Inc. - Longlines

INTRODUCTION:

Latex paint based pavement markings are refreshed on city streets twice per year – during fall and spring. There are two pavement marking classifications – handwork and longline pavement markings. Handwork pavement markings consist of crosswalks, parking spaces, legends, and symbols. Long line pavement markings consist of white and yellow “longline” painting such as centerlines, solid white lane markers, and bicycle paths. Annual maintenance of pavement markings is identified in the Major Streets contract lane painting budget. Longline pavement markings are applied only once per year (spring) while handwork markings are completed in both spring and fall. Pavement markings that are not of a waterborne nature (polyurea, thermal plastic, etc.) are repaired as part of other contracts or requests for service.

BACKGROUND:

On July 18, 2019, the police department requested sealed invitations to bid (ITBs) on MITN for annual pavement markings for the 2019-20 fiscal year. Bids were publicly opened on August 1, 2019. Three bids were received for handwork for the fall of 2019 and spring of 2020 as follows:

Hart Pavement Striping	Fall 2019	\$43,200.00
	Spring 2020	\$64,000.00
	Total	\$107,200.00
JV Contracting	Fall 2019	\$59,624.00
	Spring 2020	\$118,412.00
	Total	\$178,036.00
PK Contracting, Inc.	Fall 2019	\$175,166.00
	Spring 2020	\$331,189.50
	Total	\$506,355.50

The police department recommends awarding a contract in the amount of \$107,200 to Hart Pavement Striping Corporation for the fall 2019 and spring 2020 handwork painting duties.

As part of the same bid solicitation, proposals were also received for longline / centerline pavement markings for the spring of 2020 as follows:

Hart Pavement Striping	NO BID (vendor does not own equipment for longline work)
JV Contracting	\$12,695.00
PK Contracting, INC.	\$10,027.00

The police department recommends awarding the contract in the amount of \$10,027.00 to PK Contracting for spring 2020 centerline painting markings.

LEGAL REVIEW:

The city attorney reviewed the Invitation to Bid and has approved the attached contracts.

FISCAL IMPACT:

Sufficient funding is available in the 2019-20 Major Streets budget contract lane painting account for these expenditures.

SUMMARY:

Hart Pavement Striping Corporation has been providing pavement marking services for the City of Birmingham since 2003. Hart Pavement Striping is a small locally owned company specializing in handwork (no centerline equipment) with low overhead and fewer clients. Hart has served the City well and has always been responsive to City staff concerning any additions, deletions or alterations to contracts to ensure that the City receives the highest quality products and services.

PK Contracting is an excellent vendor that has provided quality pavement markings to the City of Birmingham for decades.

The ITB from the August 1, 2019 bid opening and contracts provide for the City to offer the successful vendors an option to extend at the same rate for (2) additional years through mutual consent.

ATTACHMENTS:

1. Invitation to Bid
2. Hart Pavement Striping Corporation – Attachment A (Agreement)
3. Hart Pavement Striping Corporation – Attachment B (Bidder's Agreement)
4. Hart Pavement Striping Corporation – Attachment C (Cost Proposal – 2 pages)
5. Hart Pavement Striping Corporation – Attachment D (Iran Sanctions Act Vendor Certification Form)
6. PK Contracting, Inc. Attachment A (Agreement)
7. PK Contracting, Inc. – Attachment B (Bidder's Agreement)
8. PK Contracting, Inc. – Attachment C (Cost Proposal – 3 pages)
9. PK Contracting, Inc. – Attachment D (Iran Sanctions Act Vendor Certification Form)

SUGGESTED RESOLUTION:

To approve the contract for 2019-20 handwork pavement markings with Hart Pavement Striping Corporation in the amount of \$107,200.00 for combined fall 2019 and spring 2020 applications;

further to approve the contract for 2019-20 pavement marking longlines with PK Contracting, Inc. in the amount of \$10,027.00 for spring 2020; further authorizing and directing the mayor and city clerk to sign the agreements on behalf of the city; further to authorize these budgeted expenditures from account number 202-303-001-937.0200.



INVITATION TO BID

Sealed bids endorsed **"PAVEMENT MARKINGS 2019-20"** will be received by the City of Birmingham, Michigan at the Office of City Clerk, 151 Martin Street, P.O. Box 3001, Birmingham, MI, 48012 until Tuesday, August 1, 2019 at 10:00 a.m., at which time the bids will be publicly opened and read.

The descriptions for markings and quantities of items to be painted are indicated on the attached sheets. The painting will include yellow, white, and blue glass beaded paint to meet or exceed Michigan Department of State Highway and Transportation specifications (waterborne). Two price quotes are requested, one for the fall of 2019 and one for the spring of 2020. Note that quantities differ between spring and fall items to be painted. Additionally, the long line pavement markings are only applied during the spring of 2020, there are no yellow or white long line projects or bid forms for the fall of 2019. This is not an all or none award, vendors may choose to bid for long line only, handwork only, or may submit bids for the entire scope of work. **THE STREETS ARE TO BE PAINTED DURING THE LATE NIGHT/EARLY MORNING HOURS WHEN VEHICULAR TRAFFIC IS MINIMAL.**

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department. Materials and services must be delivered as detailed in accordance with the specifications contained in the Invitation to Bid (ITB).

Specifications are available exclusively via the Michigan Intergovernmental Trade Network (MITN).*

Bids must be submitted in a sealed envelope marked **"PAVEMENT MARKINGS 2019-20"**. The date and time of the bid opening must be marked on the envelope.

The City of Birmingham reserves the right to reject any or all proposals and to waive any irregularity in a bid when deemed in the best interest of the City.

The City of Birmingham may offer the successful vendor an option to extend at the same rate for two (2) additional years through mutual consent.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed and a written purchase order has been delivered to the successful bidder.

* The City of Birmingham is part of an organization called the Michigan Intergovernmental Trade Network (MITN), a group of agencies that joined forces to create a regional bid notification system to notify companies of new bid opportunities. Bids, quotations and proposals are posted online. All vendors are encouraged to visit www.govbids.com and click on "The Michigan MITN System" link in order to register their company and gain access to new bids and proposals. If you do not have internet access, please call 1-800-835-4603, to speak to a representative at IPT BidNet®, the technical support group that handles the MITN system.

Submitted to MITN: July 18, 2019
Deadline for Submissions: August 1, 2019 at 10:00 a.m.
Contact Person: Ellen DeView, Staff & Services Coordinator
Birmingham Police Department
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012
Phone: (248) 530-1869
Email: edevview@bhamgov.org

The ITB, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTN: Ellen DeView.



INVITATION TO BID

For PAVEMENT MARKINGS 2019-20

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

All information requested of the vendor shall be entered in the appropriate space on the attached form(s). Failure to do so may disqualify the bid.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of the bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

All bids shall be signed by an authorized officer or employee of the bidder.

Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic bids, telephone bids, or facsimile bids will be accepted.

The City of Birmingham is exempt from State of Michigan and federal excise taxes.

All proposals shall include the following information: Vendor name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of the bid.

The City of Birmingham reserves the right:

1. To award bids received on the basis of individual items, or group of items, or on the entire list of items.
2. To reject any and all bids, or any part thereof.
3. To waive any informality in the bids received.
4. To accept the bid that the City Commission shall deem to be in the best interest of City of Birmingham.



INVITATION TO BID

For PAVEMENT MARKINGS 2019-20

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INTRODUCTION

The purpose of this ITB is to request sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2019-20** per the specifications on the attached sheets.

The City of Birmingham, Michigan will grant to the successful bidder a purchase order for the following:

**PAVEMENT MARKINGS 2019-20 FALL 2019 HANDWORK
PAVEMENT MARKINGS 2019-20 SPRING 2020 HANDWORK
PAVEMENT MARKINGS 2019-20 SPRING 2020 LONG LINES / CENTER LINES**

For purposes of this Invitation to Bid the City of Birmingham will hereby be referred to as "City" and the vendor will hereby be referred to as "Contractor."

The City of Birmingham is accepting sealed bids from qualified vendors for the purchase of **PAVEMENT MARKINGS 2019-20**.

Bids for the purchase of **PAVEMENT MARKINGS 2019-20** are requested in this Invitation to Bid.

Bids, materials and services shall be submitted and delivered in accordance with the attached specifications, scope of work, and bid forms prepared by the City of Birmingham and contained in this Invitation to Bid (ITB).

During the evaluation process, the City reserves the right to request additional information or clarification from bidders. The City reserves the right to allow corrections of errors or omissions. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment. Vendors submitting bids may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a vendor will be completed by August 5, 2019. A purchase order will be issued to the selected Contractor(s) following execution of the agreement(s).

INVITATION TO SUBMIT A BID

Proposals shall be submitted no later than August 1, 2019 at 10:00 a.m. to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The bid should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**PAVEMENT MARKINGS 2019-20**". The date and time of the bid opening must also be marked on the envelope.

Any bid received after the due date cannot be accepted and will be rejected and returned, unopened, to the bidder.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities).
2. Any request for clarification of this ITB shall be made in writing and delivered to: Ellen DeVew, (248) 530-1869, edevew@bhamgov.org, City of Birmingham, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All bids must be submitted following the ITB format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the ITB format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the delivery of the equipment pursuant to these documents.
5. Each respondent shall include in his or her bid, in the format requested, the cost of the equipment. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful contractor with tax exemption information when requested.
6. Each respondent shall include in their bid the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services and equipment as outlined.
2. Related experience with similar projects, vendor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all bids received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any bid may be withdrawn up until the date and time set above for the opening of the proposals. Any bids not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a bid proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this ITB.
 - a. Attachment A - Agreement (pp. 11-16 – only if selected by the City)
 - b. Attachment B - Bidder's Agreement (p. 17)
 - c. Attachment C - Cost Proposal (p. 18)
 - d. Attachment D - Iran Sanctions Act Vendor Certification Form (p. 19).

Provide a description of completed projects that demonstrate the vendor's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

2. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 10).
3. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-contractors and their qualifications, if applicable.
6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
7. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
8. The Contractor will be responsible for obtaining any associated permits at no cost to the Contractor.
9. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, The City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF BID MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the ITB, that it is aware of the applicable facts pertaining to the ITB process and its procedures and requirements, and that it has read and understands the ITB. Statistical information which may be contained in the ITB or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

July 18, 2019	PAVEMENT MARKINGS 2019-20 posted on MITN
August 1, 2019	Bids Due – open at 10:00 a.m. Office of the City Clerk
August 19, 2019	Agreement(s) to City Commission for Approval
August 22, 2019	Purchase order(s) for PAVEMENT MARKINGS 2019-20 awarded to successful vendor(s)

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Contractor shall provide the following equipment and services in accordance with the requirements as defined and noted herein: **PAVEMENT MARKINGS 2019-20**

PROJECT LOCATION: Birmingham, Michigan 48009

1. The City of Birmingham is accepting sealed bids from qualified vendors to provide **PAVEMENT MARKINGS 2019-20**. The City intends to award one contract to a single vendor.
2. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
3. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.
4. All bids submitted for the **PAVEMENT MARKINGS 2019-20** must include specifications as listed in this Invitation to Bid.

ATTACHMENT A - AGREEMENT

For PAVEMENT MARKINGS 2019-20

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 _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of **PAVEMENT MARKINGS 2019-20** and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide **PAVEMENT MARKINGS 2019-20**,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide **PAVEMENT MARKINGS 2019-20** and the Contractor's cost proposal dated _____, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a **PAVEMENT MARKINGS 2019-20** per the Contractor's _____, 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 Invitation to Bid.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by

virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

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

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

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

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

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

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

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

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

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

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

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

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

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

City of Birmingham
Attn: Cherilynn Mynsberge
151 Martin Street
Birmingham, MI 48009
(248) 530-1802

CONTRACTOR
(Contractor Information to be Inserted by
the City after award of bid).

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.

ATTACHMENT B - BIDDER'S AGREEMENT

For PAVEMENT MARKINGS 2019-20

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C – COST PROPOSAL (1 OF 3)

FALL 2019 HANDWORK

For “PAVEMENT MARKINGS 2019-20”

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	11,500	6" CROSS		
2	12,000	12" CROSS		
3	3,200	24" CROSS		
4	13,000	YELLOW CURB		
5	6	SCHOOL LEGENDS		
6	55	ONLY LEGENDS		
7	0	25 MPH LEGENDS		
8	71	LEFT TURN ARROWS		
9	14	RIGHT TURN ARROWS		
10	11	THRU ARROWS		
11	19	COMBO ARROWS		
12	0	BLUE CURB		
13	7	HANDICAP SYMBOLS		
14	2,200	6" BLUE		
15	20,000	6" PARKING		
16	600	6" WHITE HATCH – CROSSWALKS		
17	500	12" WHITE HATCH – CROSSWALKS		
18	2,900	16" WHITE HATCH – CROSSWALKS		
19	100	18" WHITE HATCH – CROSSWALKS		
20	20	12" STOP		
21	400	18" STOP		
22	2,400	24" STOP		
23	0	4" WHITE - PARKING LOTS		
24	2,500	6" WHITE – PARKING LOTS		
25	0	6" YELLOW – PARKING LOTS		
26	500	YELLOW CURB – PARKING LOTS		
27	2,600	4" BLUE – PARKING LOTS		
28	500	6" BLUE – PARKING LOTS		
29	100	HANDICAP SYMBOLS – PARKING LOTS and METER SPACES		
30	0	YELLOW LINE - SEE ATTACHED LIST		
31	0	WHITE LINE – SEE ATTACHED LIST		
32	10	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)		
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)		
34		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (FALL 2019)				

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

ATTACHMENT C – COST PROPOSAL (2 OF 3)

SPRING 2020 HANDWORK

For “PAVEMENT MARKINGS 2019-20”

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	24,000	6" CROSS		
2	19,400	12" CROSS		
3	3,200	24" CROSS		
4	28,200	YELLOW CURB		
5	33	SCHOOL LEGENDS		
6	76	ONLY LEGENDS		
7	14	25 MPH LEGENDS		
8	89	LEFT TURN ARROWS		
9	22	RIGHT TURN ARROWS		
10	15	THRU ARROWS		
11	31	COMBO ARROWS		
12	20	BLUE CURB		
13	9	HANDICAP SYMBOLS		
14	2,200	6" BLUE		
15	33,400	6" PARKING		
16	1,800	6" WHITE HATCH – CROSSWALKS		
17	1,600	12" WHITE HATCH – CROSSWALKS		
18	2,900	16" WHITE HATCH – CROSSWALKS		
19	90	18" WHITE HATCH – CROSSWALKS		
20	260	12" STOP		
21	940	18" STOP		
22	4,250	24" STOP		
23	1,000	4" WHITE - PARKING LOTS		
24	11,420	6" WHITE – PARKING LOTS		
25	2,130	6" YELLOW – PARKING LOTS		
26	1,100	YELLOW CURB – PARKING LOTS		
27	2,450	4" BLUE – PARKING LOTS		
28	900	6" BLUE – PARKING LOTS		
29	110	HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES		
30	117,000	YELLOW LINE - SEE ATTACHED LIST		
31	50,100	WHITE LINE – SEE ATTACHED LIST		
32	90	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)		
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)		
34		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (SPRING 2020)				

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

SPRING 2020 YELLOW AND WHITE LONG LINES / CENTER LINES

For "PAVEMENT MARKINGS 2019-20"

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

STREETS TO BE PAINTED IN ACCORDANCE WITH MMUTCD:

Adams Road/Woodward to Big Beaver
 Bates/Willits to Lincoln, and dead end of Bates
 Bowers/Adams to Woodward
 Bowers/East of Adams for approximately one block
 Brown Street/Southfield to Hunter
 Chester/Brown to Willits
 Chesterfield for approximately 135' south of Quarton and also for approximately 200' North of Maple
 Coolidge southbound between Derby and Maple
 Derby/East of Adams for approximately one block
 Elm Street/Haynes to Bowers
 Elm Street/south of Maple for approximately 40'
 Eton/Derby to Eton one block north of 14 Mile (include in bid amount – do not paint without approval)
 14 Mile Road/Cummings to east city limits (north lane lines only)
 Hamilton/Woodward to Hunter
 Lincoln/Arlington to Eton and Cranbrook to Hillside
 Maple/Cranbrook to Coolidge (Edenborough to Coolidge, north lane lines only)
 Merrill/Southfield to Woodward
 Oak Street/Hunter Boulevard to Woodward/Lakeside to City limits
 Oakland Boulevard/Hunter to Lawndale
 Old Woodward/North crossover to Willits/Oakland
 Old Woodward/South crossover to Brown
 Park Street/Maple to Oakland
 Pierce Street/Maple to Brown
 Shirley/from a point 300' north of Lincoln to a point 600' north of Lincoln
 Southfield/Maple to 14 Mile Road
 Willits/Woodward to Chester

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	117,000	YELLOW LINE - SEE ATTACHED LIST		
2	50,100	WHITE LINE – SEE ATTACHED LIST		
3		MOBILIZATION / SETUP CHARGE		
		BID GRAND TOTAL AMOUNT (SPRING 2020)		

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

ATTACHMENT C – COST PROPOSAL (3 OF 3)

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For "PAVEMENT MARKINGS 2019-20"

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

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

PREPARED BY (Print Name)	DATE
---	-------------

TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
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COMPANY

ADDRESS	PHONE
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NAME OF PARENT COMPANY	PHONE
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ADDRESS

TAXPAYER I.D.#

ATTACHMENT A - AGREEMENT

For PAVEMENT MARKINGS 2019-20

This AGREEMENT, made this _____ day of September, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Hart Pavement Striping Corporation, having its principal office at 3330 Warren Drive, Waterford, MI 48329 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of **PAVEMENT MARKINGS 2019-20** and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide **PAVEMENT MARKINGS 2019-20**,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide **PAVEMENT MARKINGS 2019-20** and the Contractor's cost proposal dated July 24, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a **PAVEMENT MARKINGS 2019-20** per the Contractor's July 24, 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 Invitation to Bid.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by

virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

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

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

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

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

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

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

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

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

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

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

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

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

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

City of Birmingham
Attn: Cherilynn Mynsberge
151 Martin Street
Birmingham, MI 48009
(248) 530-1802

CONTRACTOR
Hart Pavement Striping Corporation
3330 Warren Drive
Waterford, MI 48329
Attn: Dann Hart

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:

Brett Munn

HART PAVEMENT STRIPING CORPORATION

By: Dann D. Hart

Dann D. Hart, President

CITY OF BIRMINGHAM

By: Patricia Bordman
Patricia Bordman, Mayor

By: J. Cherilynn Mynsberge
J. Cherilynn Mynsberge, City Clerk

Approved:

Mark H. Clemence

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

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT

For PAVEMENT MARKINGS 2019-20

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

DANN HART	JULY 24, 2019
PREPARED BY (Print Name)	DATE
PRESIDENT	JULY 24, 2019
TITLE	DATE
	DDHART@HARTSTRIPING.COM
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
HART PAVEMENT STRIPING CORPORATION	
COMPANY	
3330 WARREN DRIVE, WATERFORD, MI 48329 (248) 673-3503	
ADDRESS	PHONE
HART PAVEMENT STRIPING CORPORATION (248) 673-3503	
NAME OF PARENT COMPANY	PHONE
3330 WARREN DRIVE, WATERFOR, MI 48329	
ADDRESS	

ATTACHMENT C – COST PROPOSAL (1 OF 3)

FALL 2019 HANDWORK

For "PAVEMENT MARKINGS 2019-20"

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	11,500	6" CROSS	.30	3450.00
2	12,000	12" CROSS	.40	4800.00
3	3,200	24" CROSS	2.50	8000.00
4	13,000	YELLOW CURB	.30	3900.00
5	6	SCHOOL LEGENDS	200.00	1200.00
6	55	ONLY LEGENDS	100.00	5500.00
7	0	25 MPH LEGENDS	150.00	0
8	71	LEFT TURN ARROWS	70	4970.00
9	14	RIGHT TURN ARROWS	70	980.00
10	11	THRU ARROWS	70	770.00
11	19	COMBO ARROWS	100	1900.00
12	0	BLUE CURB	.30	0
13	7	HANDICAP SYMBOLS	10.00	70.00
14	2,200	6" BLUE	.10	220.00
15	20,000	6" PARKING	.08	1600.00
16	600	6" WHITE HATCH – CROSSWALKS	.20	120.00
17	500	12" WHITE HATCH – CROSSWALKS	.40	200.00
18	2,900	16" WHITE HATCH – CROSSWALKS	.60	1740.00
19	100	18" WHITE HATCH – CROSSWALKS	.60	60.00
20	20	12" STOP	1.50	30.00
21	400	18" STOP	2.00	800.00
22	2,400	24" STOP	3.00	7200.00
23	0	4" WHITE - PARKING LOTS	.08	0
24	2,500	6" WHITE – PARKING LOTS	.10	250.00
25	0	6" YELLOW – PARKING LOTS	.10	0
26	500	YELLOW CURB – PARKING LOTS	.30	150.00
27	2,600	4" BLUE – PARKING LOTS	.10	260.00
28	500	6" BLUE – PARKING LOTS	.10	50.00
29	100	HANDICAP SYMBOLS – PARKING LOTS and METER SPACES	10.00	1000.00
30	0	YELLOW LINE - SEE ATTACHED LIST	na	
31	0	WHITE LINE – SEE ATTACHED LIST	na	
32	10	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	150.00	1500.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	25.00	1000.00
34		MOBILIZATION / SETUP CHARGE/DISCOUNT	-8520	
BID GRAND TOTAL AMOUNT (FALL 2019)				43,200.00

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

ATTACHMENT C – COST PROPOSAL (2 OF 3)

SPRING 2020 HANDWORK

For "PAVEMENT MARKINGS 2019-20"

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	24,000	6" CROSS	.30	7200.00
2	19,400	12" CROSS	.40	7760.00
3	3,200	24" CROSS	2.50	8000.00
4	28,200	YELLOW CURB	.30	8460.00
5	33	SCHOOL LEGENDS	200.00	6600.00
6	76	ONLY LEGENDS	100.00	7600.00
7	14	25 MPH LEGENDS	150.00	2100.00
8	89	LEFT TURN ARROWS	70	6230.00
9	22	RIGHT TURN ARROWS	70	1540.00
10	15	THRU ARROWS	70	1050.00
11	31	COMBO ARROWS	100	3100.00
12	20	BLUE CURB	.30	6.00
13	9	HANDICAP SYMBOLS	10	90.00
14	2,200	6" BLUE	.10	220.00
15	33,400	6" PARKING	.08	2672.00
16	1,800	6" WHITE HATCH – CROSSWALKS	.20	360.00
17	1,600	12" WHITE HATCH – CROSSWALKS	.40	640.00
18	2,900	16" WHITE HATCH – CROSSWALKS	.60	1740.00
19	90	18" WHITE HATCH – CROSSWALKS	.60	54.00
20	260	12" STOP	1.50	390.00
21	940	18" STOP	2.00	1880.00
22	4,250	24" STOP	3.00	12750.00
23	1,000	4" WHITE - PARKING LOTS	.08	80.00
24	11,420	6" WHITE – PARKING LOTS	.10	1142.00
25	2,130	6" YELLOW – PARKING LOTS	.10	213.00
26	1,100	YELLOW CURB – PARKING LOTS	.30	330.00
27	2,450	4" BLUE – PARKING LOTS	.10	245.00
28	900	6" BLUE – PARKING LOTS	.10	90.00
29	110	HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES	10	1100.00
30	117,000	YELLOW LINE - SEE ATTACHED LIST	na	
31	50,100	WHITE LINE – SEE ATTACHED LIST	na	
32	90	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	150.00	13500.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	25.00	1000.00
34		MOBILIZATION / SETUP CHARGE /Discount	-34142.00	
BID GRAND TOTAL AMOUNT (SPRING 2020)				64000.00

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

ATTACHMENT C – COST PROPOSAL (3 OF 3)

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORMFor **"PAVEMENT MARKINGS 2019-20"**

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

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

DANN HART	JULY 24, 2019
PREPARED BY	DATE
(Print Name)	
PRESIDENT	JULY 24, 2019
TITLE	DATE
	
AUTHORIZED SIGNATURE	DDHART@HARTSTRIPING.COM
	E-MAIL ADDRESS
HART PAVEMENT STRIPING CORPORATION	
COMPANY	
3330 WARREN DRIVE, WATERFORD, MI 48329 (248) 673-3503	
ADDRESS	PHONE
HART PAVEMENT STRIPING CORPORATION (248) 673-3503	
NAME OF PARENT COMPANY	PHONE
3330 WARREN DRIVE, WATERFORD, MI 48329	
ADDRESS	
38-2806542	
TAXPAYER I.D.#	

ATTACHMENT A - AGREEMENT

For PAVEMENT MARKINGS 2019-20

This AGREEMENT, made this _____ day of September, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and PK Contracting, Inc., having its principal office at 1965 Barrett Rd, Troy, MI 48084 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of **PAVEMENT MARKINGS 2019-20** and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide **PAVEMENT MARKINGS 2019-20**,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide **PAVEMENT MARKINGS 2019-20** and the Contractor's cost proposal dated August 1, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a **PAVEMENT MARKINGS 2019-20** per the Contractor's August 1, 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 Invitation to Bid.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by

virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

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

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

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

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

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

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

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

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

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

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

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

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

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

City of Birmingham
Attn: Cherilynn Mynsberge
151 Martin Street
Birmingham, MI 48009
(248) 530-1802

CONTRACTOR
PK Contracting, Inc.
1965 Barrett Drive
Troy, MI 48084

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:



PK CONTRACTING, INC.

By: 

Sandra J. Bitner, Agent

CITY OF BIRMINGHAM

By: _____

Patricia Bordman, Mayor

By: _____

J. Cherilynn Mynsberge, City Clerk

Approved:




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



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



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



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

ATTACHMENT B - BIDDER'S AGREEMENT

For PAVEMENT MARKINGS 2019-20

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

NICHOLAS C. SHEA

PREPARED BY
(Print Name)

8.1.19

DATE

CHIEF ESTIMATOR

TITLE

8.1.19

DATE



AUTHORIZED SIGNATURE

nick@pkcontracting.com

E-MAIL ADDRESS

P.K. CONTRACTING, INC

COMPANY

1965 BARRETT DR TROY, MI 48064 248 302 2130

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C – COST PROPOSAL (1 OF 3)

FALL 2019 HANDWORK

For "PAVEMENT MARKINGS 2019-20"

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	11,500	6" CROSS	\$ 1.00	\$ 11,500.00
2	12,000	12" CROSS	\$ 2.05	\$ 24,600.00
3	3,200	24" CROSS	\$ 4.10	\$ 13,120.00
4	13,000	YELLOW CURB	\$ 4.10	\$ 53,300.00
5	6	SCHOOL LEGENDS	\$ 75.00	\$ 450.00
6	55	ONLY LEGENDS	\$ 50.00	\$ 2,750.00
7	0	25 MPH LEGENDS	\$ 50.00	\$ 0.00
8	71	LEFT TURN ARROWS	\$ 45.00	\$ 3,195.00
9	14	RIGHT TURN ARROWS	\$ 45.00	\$ 630.00
10	11	THRU ARROWS	\$ 40.00	\$ 440.00
11	19	COMBO ARROWS	\$ 70.00	\$ 1,330.00
12	0	BLUE CURB	\$ 1.15	\$ 0.00
13	7	HANDICAP SYMBOLS	\$ 20.00	\$ 140.00
14	2,200	6" BLUE	\$ 1.00	\$ 2,200.00
15	20,000	6" PARKING	\$ 1.00	\$ 20,000.00
16	600	6" WHITE HATCH – CROSSWALKS	\$ 1.00	\$ 600.00
17	500	12" WHITE HATCH – CROSSWALKS	\$ 2.05	\$ 1,025.00
18	2,900	16" WHITE HATCH – CROSSWALKS	\$ 3.00	\$ 8,700.00
19	100	18" WHITE HATCH – CROSSWALKS	\$ 4.00	\$ 400.00
20	20	12" STOP	\$ 2.05	\$ 41.00
21	400	18" STOP	\$ 4.00	\$ 1,600.00
22	2,400	24" STOP	\$ 4.10	\$ 9,840.00
23	0	4" WHITE - PARKING LOTS	\$ 1.00	\$ 0.00
24	2,500	6" WHITE – PARKING LOTS	\$ 1.00	\$ 2,500.00
25	0	6" YELLOW – PARKING LOTS	\$ 1.00	\$ 0.00
26	500	YELLOW CURB – PARKING LOTS	\$ 4.10	\$ 2,050.00
27	2,600	4" BLUE – PARKING LOTS	\$ 1.05	\$ 2,730.00
28	500	6" BLUE – PARKING LOTS	\$ 2.05	\$ 1,025.00
29	100	HANDICAP SYMBOLS – PARKING LOTS and METER SPACES	\$ 20.00	\$ 2,000.00
30	0	YELLOW LINE - SEE ATTACHED LIST	\$ 3.00	\$ 0.00
31	0	WHITE LINE – SEE ATTACHED LIST	\$ 3.00	\$ 0.00
32	10	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	\$ 100.00	\$ 1,000.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	\$ 75.00	\$ 3,000.00
34		MOBILIZATION / SETUP CHARGE	\$ 5,000.00	\$ 5,000.00
BID GRAND TOTAL AMOUNT (FALL 2019)				\$174,920.00

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

ATTACHMENT C – COST PROPOSAL (2 OF 3)

SPRING 2020 HANDWORK

For "PAVEMENT MARKINGS 2019-20"

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	24,000	6" CROSS	\$1.00	\$24,000.00
2	19,400	12" CROSS	\$2.05	\$39,770.00
3	3,200	24" CROSS	\$4.10	\$13,120.00
4	28,200	YELLOW CURB	\$4.10	\$115,420.00
5	33	SCHOOL LEGENDS	\$75.00	\$2,475.00
6	76	ONLY LEGENDS	\$50.00	\$3,800.00
7	14	25 MPH LEGENDS	\$50.00	\$700.00
8	89	LEFT TURN ARROWS	\$45.00	\$4,005.00
9	22	RIGHT TURN ARROWS	\$45.00	\$990.00
10	15	THRU ARROWS	\$40.00	\$600.00
11	31	COMBO ARROWS	\$70.00	\$2,170.00
12	20	BLUE CURB	\$1.15	\$23.00
13	9	HANDICAP SYMBOLS	\$20.00	\$180.00
14	2,200	6" BLUE	\$1.00	\$2,200.00
15	33,400	6" PARKING	\$1.00	\$33,400.00
16	1,800	6" WHITE HATCH – CROSSWALKS	\$1.00	\$1,800.00
17	1,600	12" WHITE HATCH – CROSSWALKS	\$2.05	\$3,280.00
18	2,900	16" WHITE HATCH – CROSSWALKS	\$3.00	\$8,700.00
19	90	18" WHITE HATCH – CROSSWALKS	\$4.00	\$360.00
20	260	12" STOP	\$2.05	\$533.00
21	940	18" STOP	\$4.00	\$3,760.00
22	4,250	24" STOP	\$4.00	\$17,000.00
23	1,000	4" WHITE – PARKING LOTS	\$1.00	\$1,000.00
24	11,420	6" WHITE – PARKING LOTS	\$1.00	\$11,420.00
25	2,130	6" YELLOW – PARKING LOTS	\$1.00	\$2,130.00
26	1,100	YELLOW CURB – PARKING LOTS	\$4.10	\$4,510.00
27	2,450	4" BLUE – PARKING LOTS	\$1.05	\$2,572.50
28	900	6" BLUE – PARKING LOTS	\$2.05	\$1,845.00
29	110	HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES	\$20.00	\$2,200.00
30	117,000	YELLOW LINE - SEE ATTACHED LIST	\$.06	\$7,020.00
31	50,100	WHITE LINE – SEE ATTACHED LIST	\$.06	\$3,006.00
32	90	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	\$100.00	\$9,000.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	\$75.00	\$3,000.00
34		MOBILIZATION / SETUP CHARGE	\$5,000.00	\$5,000.00
BID GRAND TOTAL AMOUNT (SPRING 2020)				\$331,189.50

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

ATTACHMENT C – COST PROPOSAL (3 OF 3)

SPRING 2020 YELLOW AND WHITE LONG LINES / CENTER LINES
For "PAVEMENT MARKINGS 2019-20"

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

STREETS TO BE PAINTED IN ACCORDANCE WITH MMUTCD:

Adams Road/Woodward to Big Beaver
Bates/Willits to Lincoln, and dead end of Bates
Bowers/Adams to Woodward
Bowers/East of Adams for approximately one block
Brown Street/Southfield to Hunter
Chester/Brown to Willits
Chesterfield for approximately 135' south of Quarton and also for approximately 200' North of Maple
Coolidge southbound between Derby and Maple
Derby/East of Adams for approximately one block
Elm Street/Haynes to Bowers
Elm Street/south of Maple for approximately 40'
Eton/Derby to Eton one block north of 14 Mile (include in bid amount – do not paint without approval)
14 Mile Road/Cummings to east city limits (north lane lines only)
Hamilton/Woodward to Hunter
Lincoln/Arlington to Eton and Cranbrook to Hillside
Maple/Cranbrook to Coolidge (Edenborough to Coolidge, north lane lines only)
Merrill/Southfield to Woodward
Oak Street/Hunter Boulevard to Woodward/Lakeside to City limits
Oakland Boulevard/Hunter to Lawndale
Old Woodward/North crossover to Willits/Oakland
Old Woodward/South crossover to Brown
Park Street/Maple to Oakland
Pierce Street/Maple to Brown
Shirley/from a point 300' north of Lincoln to a point 600' north of Lincoln
Southfield/Maple to 14 Mile Road
Willits/Woodward to Chester

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	117,000	YELLOW LINE - SEE ATTACHED LIST	\$.06	\$ 7,020.00
2	50,100	WHITE LINE - SEE ATTACHED LIST	\$.06	\$ 3,006.00
3		MOBILIZATION / SETUP CHARGE	\$ 1.00	\$ 1.00
BID GRAND TOTAL AMOUNT (SPRING 2020)				\$ 10,027.00


It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For "PAVEMENT MARKINGS 2019-20"

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

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

NICHOLAS C. SHEA	8.1.19
PREPARED BY (Print Name)	DATE
CHIEF ESTIMATOR	8.1.19
TITLE	DATE
	nick@pkcontracting.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
P.K. CONTRACTING, INC	
COMPANY	
1965 BARRETT DR TROY, MI 48064	248 362 2130
ADDRESS	PHONE
NAME OF PARENT COMPANY	
PHONE	
ADDRESS	
38-2313864	
TAXPAYER I.D.#	

DATE: August 29, 2019

TO: Joseph A. Valentine, City Manager

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

SUBJECT: Sewer Root Control Contract

INTRODUCTION:

As part of the current SAW Grant award, the Engineering Department is engaged in a project with Doetsch Environmental Services to assess conditions within the city's sanitary sewer system. The project has produced valuable condition data, particularly as it relates to the extent of tree root intrusion.

Leveraging the recently updated assessment data, the Department of Public Services is proposing a targeted sewer root treatment project using a foaming herbicide product applied by a licensed contractor.

BACKGROUND:

Root intrusion is a common condition in sanitary sewer systems that can contribute to restricted flows and diminished capacity. Although regular cleaning with specialized nozzles and high-pressure water jets can improve these conditions, roots will typically regenerate quickly. Treatment with foaming herbicide is a more effective method as it affects roots beyond the point of pipe breach, contributing to slower regrowth.

On July 29, 2019, the Department of Public Services posted a request for proposals on BidNet (formerly MITN), seeking per-unit prices for the treatment of sewers of varying diameters. The request required any proposed product to be a non-systemic herbicide capable of killing roots at low concentrations without affecting parts of the plant distant from the treated roots, and be capable of detoxification by natural chemical/biological processes following its use. Further it required any proposed product to be classified as a non-carcinogen by the US EPA and be non-volatile in order to prevent inhalation and/or exposure to workers, homeowners, and the general public in the vicinity of treatment areas.

Bids were opened on August 13, 2019. Duke's Root Control, Inc. was the sole bidder, and offered the following pricing:

Pipe Diameter	6"	8"	10"	12"	15"	18"
Price/ Linear Foot	\$1.69	\$1.69	\$1.86	\$2.02	\$2.83	\$4.07

The proposed product – Diquat Bromide – meets the safety requirements as outlined in the RFP, and is labeled for general use by the US EPA. The company's applicators are qualified and certified by the Michigan Department of Agriculture and Rural Development.

Duke's has specialized in sewer root control since 1975 and has treated more than 250,000,000 linear feet of pipe nationwide. It maintains a record of no lawsuits or other actions with respect to damages associated with the application of herbicides to sanitary sewers.

The city has had previous satisfactory experience with Duke's, which treated more than 100,000 feet of its sewers between 1998 and 2013. Neighboring communities also have extensive experience with Duke's and similarly report positively on their service and outcomes.

In order to understand the lack of interested bidders responding to this request for proposals, the department examined previous bid records and found that in 2002 the city contracted with National Power Rodding Corporation for chemical root treatment, which has since transitioned away from that service. At that time Duke's also submitted a bid, but was the slightly more expensive option. Regionally, there are few companies capable of providing this service.

PROJECT SCOPE:

To maximize the benefit of the proposed treatment program, the Department of Public Services has collaborated with Hubbell, Roth & Clark to draft a listing of recommended treatment areas that considers the extent and frequency of root intrusion. The department will use this information as a guide in prioritizing treatment areas.

LEGAL REVIEW:

This award requires the execution of a service agreement, which has been reviewed and approved by the city's legal counsel.

FISCAL IMPACT:

A total of \$100,000 was included in the 19-20 budget for this purpose, listed in the Sewage Disposal Fund – Other Contractual Service account #590-536.002-811.0000.

SUMMARY:

The Department of Public Services recommends approving the price proposal provided by Duke's Root Control, Inc. for the treatment of sanitary sewer roots and authorizing an expenditure not to exceed \$100,000 for that purpose.

ATTACHMENTS:

- Cost Proposal
- Environmental Hazard Submittal
- Contractor's Qualification Submittal
- Agreement

SUGGESTED RESOLUTION:

To approve the service agreement with Duke's Root Control, Inc. of Syracuse, NY for the treatment of sanitary sewer root growth in an amount not to exceed \$100,000.00 from account #509-536.002-811.0000.

ATTACHMENT C - COST PROPOSAL
For 2019 SEWER ROOT CONTROL TREATMENT


In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

Pipe Size	Unit Price
6"	\$1.69 per foot
8"	\$1.69 per foot
10"	\$1.86 per foot
12"	\$2.02 per foot
15"	\$2.83 per foot
18"	\$4.07 per foot

List additional items, if necessary, below, including any minimum quantities required. If per-unit pricing is tiered based on quantity, include the information below, or attach a separate sheet.

Firm Name DUKE'S ROOT CONTROL, INC

Authorized signature  Date 8/8/19

ATTACHMENT G

ENVIRONMENTAL HAZARD SUBMITTAL (Submit With Bid)

Complete the following questionnaire with respect to the product submitted for use by the bidder.

1. Check the US EPA classification for the submitted product.

Restricted use ___ General use ☒

2. What are the Active Ingredients in the product submitted? DIQUAT BROMIDE

3. Check the classification the U.S. Environment Protection Agency has assigned to the active ingredient(s) in your product with regards to whether it causes cancer:

<input type="checkbox"/>	1985 Classification
<input type="checkbox"/>	Human carcinogen
<input type="checkbox"/>	Probable human carcinogen
<input type="checkbox"/>	Possible human carcinogen
<input type="checkbox"/>	Not classifiable as to Human Carcinogenicity
<input checked="" type="checkbox"/>	Evidence of Non-carcinogenicity for humans

<input type="checkbox"/>	2005 Classification
<input type="checkbox"/>	Carcinogenic to humans
<input type="checkbox"/>	Likely to be carcinogenic to humans
<input type="checkbox"/>	Suggestive evidence of carcinogenic potential
<input type="checkbox"/>	Inadequate information to assess carcinogenic potential
<input checked="" type="checkbox"/>	Not likely to be carcinogenic to humans

4. Volatile organic compounds (VOC) present an inhalation exposure hazard to humans. Does the product submitted contain active herbicide(s) that are considered (VOC) at ambient temperatures.
Yes ___, No ☒.

If yes, list the volatile herbicide(s) below: _____

ATTACHMENT E

CONTRACTOR'S QUALIFICATION SUBMITTAL (Submit With Bid)

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor name: DUKE'S ROOT CONTROL, INC

Street Address: 1020 HIAWATHA BLVD W

City/State/Zip: SYRACUSE, NY 13204

Contractor's MDARD Pesticide Business license #: 990006

Contractor US DOT #: 1559146

Brand name of proposed chemical root control product: RAZOROOTER II

US EPA root control product registration #: 64898-8

MDARD root control product registration #: 200250201

Does the Contractor have pollution liability insurance as specified? Yes ☒ No ☐

Contractor's pollution liability insurance carrier: EVEREST INDEMNITY INSURANCE COMPANY

What is the current a.m. best rating for your pollution insurance carrier? A

Using the product submitted, does the Contractor have:

1. A minimum 5 years of experience? Yes ☒ No ☐
2. A total of 500,000 linear feet completed in the type of work specified? Yes ☒ No ☐
3. Three other jobs completed, each consisting in excess of 25,000 linear feet, which the owner can verify? Yes ☒ No ☐

Is a product label and Safety Data Sheet (SDS) attached? Yes ☒ No ☐

As per federal code 29 CFR 1910.146, are certificates of completion in confined space entry training attached for all pesticide applicators listed below? Yes ☒ No ☐

Contractor's MDARD Certified Pesticide Applicators (List 3 minimum)

1. Name: JEFFREY BURDICK Certification #: C006130419 Years of Experience: 13
2. Name: DAVID GIOCONDO Certification #: C006130420 Years of Experience: 12
3. Name: DAVID WALL Certification #: C006100332 Years of Experience: 20

ATTACHMENT A - AGREEMENT
For 2019 SEWER ROOT CONTROL TREATMENT

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 Duke's Root Control, Inc., having its principal office at 1020 Hiawatha Blvd W (hereinafter called "Contractor"), provides as follows:
Syracuse, NY 13204

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Services Department, is desirous of having sanitary sewers treated with herbicide so as to eliminate intrusive root growth.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform herbicidal root treatment within city sewers, 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 herbicidal root treatment within city sewers.

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 Proposals to perform herbicidal root treatment within city sewers and the Contractor's cost proposal dated August 8, 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 \$100,000.00, as set forth in the Contractor's August 8, 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: Aaron Filipski
851 S. Eton
Birmingham, MI 48009
248-530-1700


CONTRACTOR
Duke's Root Control, Inc
1020 Hiawatha Blvd W
Syracuse, NY 13204

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: Braden L. Boyko
Vice President

CITY OF BIRMINGHAM


By: _____
Patricia Bordman
Its: Mayor

By: _____
J. Cherilynn Mynsberge
Its: City Clerk


Approved:




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



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



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



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

DATE: September 9, 2019

TO: Joseph A. Valentine, City Manager

FROM: Austin Fletcher, Assistant City Engineer

SUBJECT: 14 Mile Rd. and Greenfield Rd.
Traffic Signal Replacement
Cost Sharing Agreement

INTRODUCTION:

The Road Commission for Oakland County has proposed the replacement of the traffic signal at 14 Mile Rd. and Greenfield Rd. Based on the jurisdictions of these two roads, the City is responsible for about 16.5% of the cost of this improvement. The Road Commission is asking the City to commit to contributing to this cost at this time.

BACKGROUND:

The Road Commission for Oakland Co. has legal jurisdiction for 14 Mile Rd. west of Greenfield Rd., as well as Greenfield Rd. south of 14 Mile Rd. The cities of Birmingham and Royal Oak share jurisdiction of 14 Mile Rd. east of Greenfield Rd. The City of Royal Oak obtained federal funding, and had planned to resurface 14 Mile Rd. from Greenfield Rd. to Crooks Rd. during the 2019 construction season. However, due to bids coming in 30% over budget, they have elected to postpone the project, rebidding it for 2020 construction.

While the project was in its early design stages, the Road Commission noted that there is a higher than normal frequency of crashes at this intersection, particularly when westbound vehicles attempt to make a left turn on to Greenfield Rd. They raised questions as to whether any changes would be made to the intersection layout as a part of this resurfacing project. When it was confirmed that there would be no changes, the Road Commission looked at closer at the traffic signal design. Due to the crowded conditions, designers have theorized that the current traffic signals are difficult to see when drivers are in the middle of the intersection waiting to make a left turn. They felt that updating the traffic signals to the current box span design would allow the westbound signals to be moved further west, allowing for better visibility for these drivers.

The Road Commission has a long history of prioritizing safety improvements, and decided to update the traffic signal while other improvements are being made to the corridor. They notified both Birmingham and Royal Oak about the cost parameters. The cost was originally estimated at less than \$17,000. Staff from both cities indicated that they would endorse the project.

A photograph of the current traffic signals is attached to this report. Where the current signal heads hang over the intersection on a diagonal span wire, the signals will be moved

to the outer edge of the pavement. As seen in the photo, there is a large number of overhead wires currently located along the north edge of the pavement (the Birmingham side). Attempting to install a new wood pole and span wire system in this crowded right-of-way was determined to be not feasible, unless a private property easement was obtained to allow the signal to be installed north of the sidewalk. The designers determined that in this case, the use of mast arms would simplify the design. Even though the cost would be increased, the Road Commission supported this change, and asked the two cities if they would be able to support the change as well.

Both cities have endorsed the change. Birmingham staff requested that the mast arms be painted the City color green, so that it would be consistent with other mast arm installations in Birmingham. Neither the Road Commission nor the City of Royal Oak had any objections to this request.

A plan view of the design is attached for your reference.

LEGAL REVIEW:

The City Attorney's office has reviewed the agreement, and they have no concerns with the language as presented.

FISCAL IMPACT:

As stated in the agreement, the total cost of the project is estimated at \$165,000. The City of Birmingham is being asked to pay 16.5% of that cost (approximately 1/6), or \$27,500. Funds for this work was included in the current 2019-2020 fiscal year budget.

SUMMARY

The Road Commission for Oakland County has proposed to replace the traffic signal at the intersection of 14 Mile Rd. and Greenfield Rd. The work is being justified as a safety improvement. Due to the restricted space available at this intersection, the final design will use mast arms to match the style installed in Birmingham. The contract has been awarded, and is anticipated to be finished later this year.

ATTACHMENTS:

- Cost sharing agreement
- Photo of existing condition, looking east.
- Plan of traffic signal replacement, as prepared by the Road Commission for Oakland County.

SUGGESTED RESOLUTION:

To approve the cost sharing agreement with the Road Commission for Oakland County, agreeing to pay the City of Birmingham's share of the cost to replace the traffic signal at the intersection of 14 Mile Rd. and Greenfield Rd., at an estimated cost of \$27,500, to be charged to account number 202-303.001-971.0100.

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Traffic Signal Modernization and Maintenance

Location: Fourteen Mile Road and Greenfield Road

Signal No: 74
Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

DIVISION OF COSTS

AGENCY	MODERNIZATION		MAINTENANCE
	Percent	Estimated Cost	Percent
RCOC	64 %	\$ 110,550.00	64 %
City of Birmingham	16½ %	\$ 27,225.00	16½ %
City of Royal Oak	16½ %	\$ 27,225.00	16½ %
Total	100 %	\$ 165,000.00	100 %

It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("BILLINGS"). The RCOC will pay the invoices for the BILLINGS and subsequently invoice the cities of BIRMINGHAM and ROYAL OAK seeking reimbursement for payment of the BILLINGS pursuant to the division of costs stated above. The RCOC's payment of the BILLINGS shall be included as maintenance costs on the RCOC invoice to the cities of BIRMINGHAM and ROYAL OAK.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. All under-signed are the agencies responsible for the costs related to installation and maintenance pursuant to the division of costs stated above, and the RCOC will invoice the Cities of BIRMINGHAM and ROYAL OAK for the installation and maintenance costs pursuant to the division of costs stated above.

The cities of BIRMINGHAM and ROYAL OAK shall pay all RCOC invoices within 30 days of the date of the invoice.

Each party to this agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the agreement, as provided by this agreement or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this agreement.

In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the RCOC and by virtue of this agreement will be maintained by an agency other than the RCOC, then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this agreement.

This agreement is terminable on thirty days written notice by any party. The cities of BIRMINGHAM and ROYAL OAK shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:

ROAD COMMISSION FOR OAKLAND COUNTY

Date_____

By_____

Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:

CITY OF BIRMINGHAM

Date_____

By_____

Title of Authorized Official

APPROVED:

CITY OF ROYAL OAK

Date_____

By_____

Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.



ROAD COMMISSION FOR OAKLAND COUNTY

INDEX OF SHEETS

- 1 - COVER SHEET
2 - LEGENDS
3 - GENERAL NOTES
4-6 - TRAFFIC SIGNAL PLANS

PLAN OF PROPOSED
TRAFFIC SIGNAL UPGRADES AT
14 MILE RD. & GREENFIELD RD.
CITIES OF ROYAL OAK AND BIRMINGHAM
VILLAGE OF BEVERLY HILLS
OAKLAND COUNTY, MI

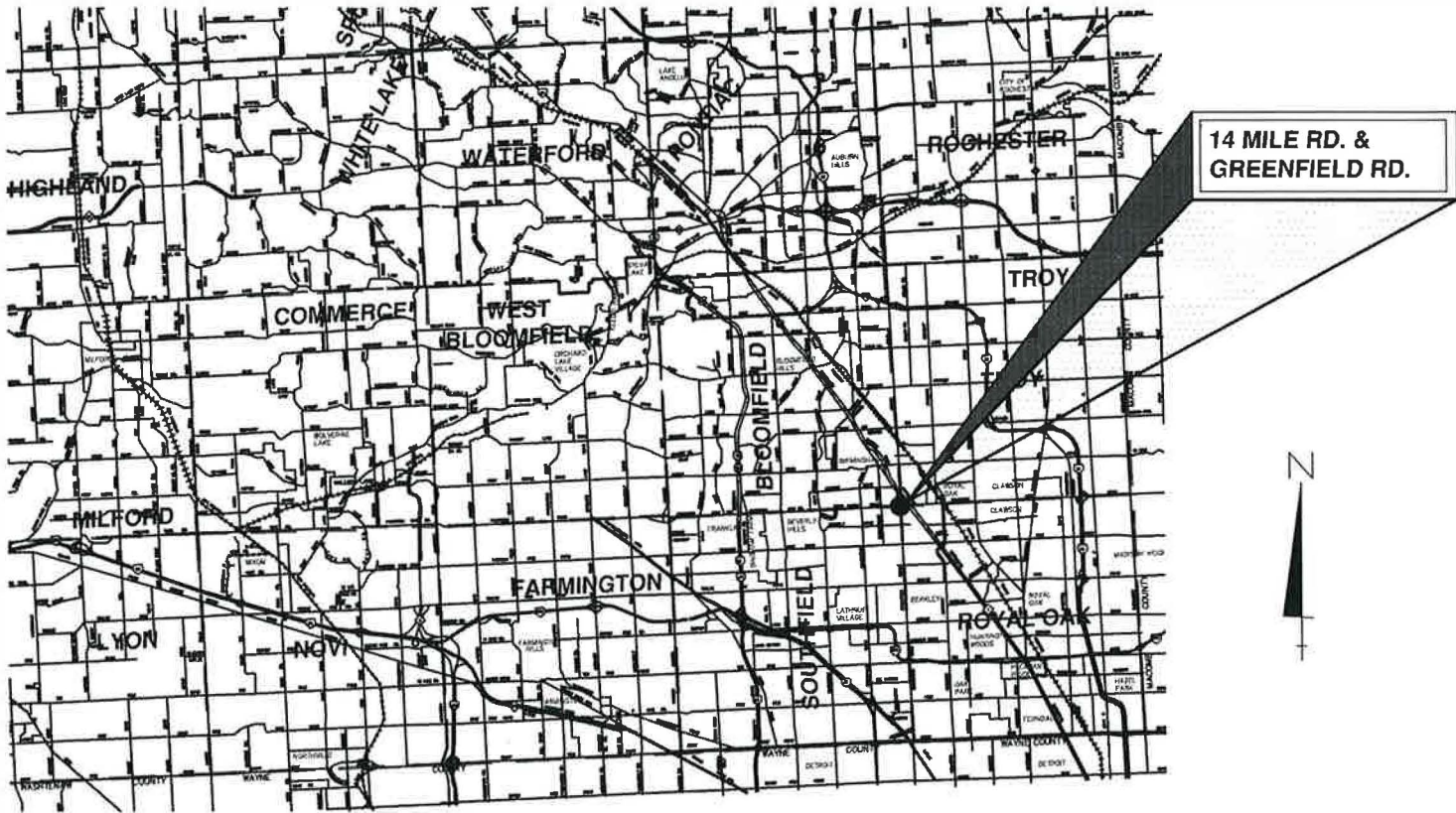
GENERAL PROVISIONS

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2012 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND A.A.S.H.T.O.; A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2011.

THE IMPROVEMENTS COVERED BY THESE PLANS ARE DESIGNED IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (2011). THIS WORK WILL BE DONE PRIOR TO THE FINAL ACCEPTANCE OF THIS PROJECT.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE BOARD OF ROAD COMMISSIONERS FOR OAKLAND COUNTY WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATIONS FROM THE LOCATIONS SHOWN. PURSUANT TO ACT 174 OF THE PA OF 2013 AS A CONDITION OF THIS CONTRACT NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT. PHONE (800) 482-7171, (248) 647-7344, OR 811.

THE ROAD COMMISSION FOR OAKLAND COUNTY, AS AN AUTHORIZED PUBLIC AGENCY UNDER THE EROSION AND SEDIMENTATION CONTROL PROGRAM-PUBLIC ACT 451, HAS PROVIDED FOR EROSION AND SEDIMENTATION CONTROL BY MEANS OF SODDING, SEEDING AND OTHER METHODS. THE ROAD COMMISSION WILL MAINTAIN THESE FACILITIES UPON COMPLETION OF THE CONTRACT.



STATE OF MICHIGAN
BOARD OF ROAD COMMISSIONERS
FOR OAKLAND COUNTY

BOARD OF ROAD COMMISSIONERS

GREGORY C. JAMIAN - CHAIRMAN
RONALD J. FOWKES - VICE CHAIRMAN
ANDREA LELONDE - COMMISSIONER

DENNIS G. KOLAR, P.E. - MANAGING DIRECTOR

PROJECT NO. 90-2018-2 VARIOUS COMMUNITIES

LOCATION 14 MILE RD. & GREENFIELD RD.

CONTRACT FOR: TRAFFIC SIGNAL MODERNIZATION.

PLANS PREPARED BY

Danielle Deneau 1/3/19
DIRECTOR OF TRANSPORTATION

APPROVED BY

GARY PIOTROWICZ 1/3/19
COUNTY HIGHWAY ENGINEER /
DEPUTY MANAGING DIRECTOR

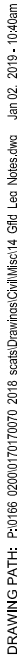


STANDARD PLANS AND DETAILS

CONSTRUCTION OF THE FOLLOWING ITEMS, WHERE CALLED FOR ON THE PLANS, WILL BE CONSTRUCTED ACCORDING TO MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIAL DETAILS AS INDICATED.

REQUIRED ON THIS PROJECT	ITEM OF WORK	STANDARD PLAN NUMBERS	SPECIAL DETAILS
	SIDEWALK RAMP AND DETECTABLE WARNING DETAILS		* R-28-J
	CONCRETE CURB AND GUTTER	R-30-G	
✓	SOIL EROSION & SEDIMENTATION CONTROL MEASURES	R-96-E	
	LONGITUDINAL PAVEMENT JOINTS	R-41-H	
	CONCRETE PAVEMENT REPAIR	R-44-F	
	ITEM OF WORK	STANDARD PLAN NUMBERS	WORK ZONE DETAILS
✓	GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS		* WZD-100-A
✓	TEMPORARY TRAFFIC CONTROL DEVICES		* WZD-125-E
✓	SIGN STEEL POSTS	SIGN-200-D	
* REFER TO SPECIAL DETAIL			

TRAFFIC SIGNAL



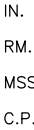
UNDERGROUND



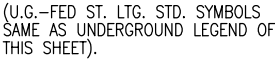
TRAFFIC SIGNAL



OVERHEAD



DIAGRAMS



GENERAL INFORMATION SHEET



1. CALL MISS DIST (800-482-7171) OR 811 3 WORKING DAYS PRIOR TO ANY EXCAVATION FOR THE LOCATIONS OF UNDERGROUND UTILITIES.
2. WHERE ABANDONING OF U.G. CABLES IS CALLED FOR ON PLANS OR DIAGRAMS, CONTRACTOR SHALL CUT & REMOVE CABLES WITHIN MANHOLES & HANDHOLES.
3. WHERE INSTALLATION OF NEW MANHOLES OVER EXISTING CONDUITS (TO ACCOMMODATE NEW & EXISTING CONDUITS) IS CALLED FOR ON PLANS, CONTRACTOR SHALL CAREFULLY & SO AS NOT TO DAMAGE EXIST. CABLES, REMOVE THE EXISTING CONDUITS & ENCASEMENT WITHIN MANHOLES. EXIST. CABLES SHALL BE EXTENDED & PROPERLY TRAINED, RACKED & SUPPORTED.
4. ALL EXISTING STREET LIGHTING, TRAFFIC SIGNAL, PRIMARY, TRANSMISSION ETC. CIRCUITS SHALL ALWAYS BE MAINTAINED IN AN OPERATIONAL CONDITION (EXCEPT WHERE OTHERWISE NOTED).
5. ALL CONDUITS NOT TERMINATING IN STRUCTURES SUCH AS MANHOLES, HANDHOLES OR FOUNDATIONS SHALL EXTEND 2 FEET BEYOND PAVEMENT LIMIT (EXCEPT AS OTHERWISE INDICATED). ALL UNOCCUPIED CONDUITS SHALL BE PLUGGED.
6. ALL TREE TRIMMING REQUIRED TO CLEAR NEW OR SALVAGED ST. LTG. & TRAFFIC SIGNAL STD.'S, O.H. ST. LTG. & TRAFFIC SIGNAL UNITS SHALL BE INCLUDED IN OTHER CONTRACT PAY ITEMS AND NOT PAID FOR SEPARATELY.
7. EXISTING O.H. & T.S. FACILITIES ARE NOT NECESSARILY SHOWN ON PLANS.
8. ALL OVERHEAD WIRES & UNDERGROUND CABLES SHALL CONSIST OF COPPER CONDUCTORS AS PER SPECIFICATIONS.
9. NEW CONDUITS BROKEN INTO EXISTING MANHOLES OR HANDHOLES SHALL NOT INTERFERE WITH RACKING AND/OR TRAINING OF CABLES.
10. ALL NEW ANCHOR GUYS SHALL BE INSTALLED ON A 1:1 RATIO OR AS NEARLY AS POSSIBLE (EXCEPT WHERE OTHERWISE NOTED). (STRUT GUYS ARE ACCEPTED).
11. ALL CABLES SHALL BE TAGGED IN ALL MANHOLES AND HANDHOLES.
12. INSTALL WOOD POLES SO AS NOT TO INTERFERE WITH TRAFFIC OR FUTURE CONSTRUCTION STAGES.
13. ALL SALVAGED WOOD POLES SHALL BE PREVIOUSLY INSTALLED NEW ON THIS CONTRACT. (EXCEPT AS OTHERWISE INDICATED)
14. ALL TRAFFIC SIGNS SUCH AS "NO PARKING", "NO STANDING", "STREET NAME", ETC. SHALL BE TRANSFERRED FROM OLD STD. OR POLE TO NEW STD. OR POLE AT THE SAME LOCATION OR IN CLOSE PROXIMITY BY CONTRACTOR.
15. ALL TRAFFIC SIGNALS SHALL BE MOUNTED WITH NEW STANDARD TRAFFIC SIGNAL BRACKETS & FITTINGS.
16. ALL TRAFFIC SIGNAL ITEMS, AS CALLED FOR ON PLANS, SHALL HAVE INCLUDED IN THE TRAFFIC SIGNAL ITEM ALL CABLES FROM THE CONTROLLER TO THE TRAFFIC SIGNALS, FOUNDATIONS & PIPE EXTENSIONS NEEDED TO MAINTAIN 17'-0" UNDER CLEARANCE AS INDICATED (18'-0" FOR JOINT USE WOOD POLES)
17. WHEN ENTERING PROPOSED CONDUIT INTO EXISTING MANHOLES & HANDHOLES EXERCISE CAUTION NOT TO DISTURB EXISTING CABLES.
18. ALL SALVAGED TRAFFIC SIGNALS SHALL BE TRAFFIC SIGNALS PREVIOUSLY INSTALLED NEW ON THIS CONTRACT. (EXCEPT AS OTHERWISE INDICATED).
19. FOR TRAFFIC SIGNAL SPAN WIRE USE EXTRA HIGH STRENGTH GRADE AS PER SPECIFICATIONS.
20. SEAL-END OF CABLE WHERE COILING OF CABLE IS CALLED FOR ON PLANS. (CONTRACTOR SHALL RECEIVE PAYMENT FOR COILED-UP CABLES).
21. THE CONTRACTOR SHALL DELIVER TO R.C.O.C. THE T.S. CONTROLLER FOR TIMING. R.C.O.C. WILL DELIVER T.S. CONTROLLER AND CABINET TO THE CONTRACTOR WHEN READY FOR INSTALLATION.
22. PROPOSED T.S. SHALL BE PUT INTO OPERATION AT TIME OF REMOVAL OF EXISTING T.S. FACILITIES, CONTRACTOR SHALL NOTIFY R.C.O.C. IF UNABLE TO MAINTAIN T.S. IN AN OPERABLE CONDITION AT ALL TIMES.
23. A MINIMUM CLEARANCE OF 3'-6" HORIZONTAL & 1'-0" VERTICAL MUST BE MAINTAINED BETWEEN PROPOSED FACILITIES & EXISTING U.G. WATER FACILITIES OR AS SPECIFIED ON PLANS.
24. ALL EQUIPMENT INSTALLED ON EXISTING UTILITY WOOD POLES SHALL MAINTAIN 4 FEET OF CLEARANCE FROM PRIMARY OR ABOVE POWER CABLES. ALL OTHER EQUIPMENT INSTALLED SHALL MAINTAIN 7 FEET OF CLEARANCE FROM PRIMARY OR ABOVE POWER CABLES.
25. LOCAL UTILITY CO. SERVICE INSTALLATION FEES, METERED SERVICE CHARGES AND OTHER CHARGES AS DETAILED ON THE PLANS (FOR LENGTH OF CONTRACT) ARE TO BE ORDERED & PAID BY THE CONTRACTOR. (INCLUDED IN THE INSTALLATION OF T.S. ON THIS CONTRACT).
26. CONTACT ROAD COMMISSION FOR OAKLAND COUNTY-TRAFFIC OPERATIONS CENTER AT (248) 858-7250, (48) HOURS PRIOR TO INSTALLATION AND INSPECTION OF TRAFFIC SIGNALS.
27. ALL MATERIAL REMOVED ON THIS CONTRACT SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR. CONTRACTOR SHALL NOTIFY RCOCC PRIOR TO REMOVAL OF THE EQUIPMENT AND ALL MATERIAL IDENTIFIED BY THE RCOCC SHALL BE STORED ON SITE AS DIRECTED BY THE ENGINEER FOR PICK UP BY THE RCOCC.
28. ALL O.H. TRAFFIC SIGNAL CABLE SHALL BE SUPPORTED BY 5/16" E.H.S. MESSENGER WIRE. (INCLUDED IN THE INSTALLATION OF T.S. ON THIS CONTRACT.)
29. FOR TYPICAL PEDESTRIAN T.S. WIRING ON POLES; (R.C.O.C. STEEL POLES, WOOD POLES OR STEEL POLES OWNED BY OTHERS) SEE STANDARD DETAIL SHEET OC-4A. ALL STEEL POLES SHALL BE ASSUMED TO BE OWNED BY R.C.O.C. UNLESS OTHERWISE NOTED ON PLANS.

- ALL TRAFFIC SIGNAL SPANS WITH SOLID STATE CONTROLLERS SHALL BE GROUNDED. THE GROUNDING OF BOTH SHALL HAVE A RESISTANCE NO GREATER THAN 10 OHM WHEN INSTALLED.
31. CONCRETE PAVEMENT REPAIR SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST M.D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION.
32. ALL CONDUIT BENDS SHALL HAVE MINIMUM RADII IN ACCORDANCE WITH THE CURRENT N.E.C.
33. ALL TRAFFIC SIGNAL FITTINGS (SCREWS, BOLTS, PINNACLES, ETC.) SHALL BE GREASED WITH A NON-OXIDE TYPE GREASE.
34. INSTALL STEEL POLE HANDHOLE, AS DESCRIBED ON STANDARD DETAIL SHEET OC-2, IN ALL EXIST. STEEL POLES AS DIRECTED BY THE ENGINEER. (INCLUDED IN THE INSTALLATION OF T.S. ON THIS CONTRACT.)
35. ALL GROUND WIRE SHALL BE #6 STRANDED COPPER.
36. WHEN SPLICING TRAFFIC SIGNAL CABLES, USE UN-INSULATED SOLID BARREL COMPRESSION TYPE CONNECTORS. TAPE OVER EACH INDIVIDUAL BARREL AND ANY BARE WIRE WITH PREMIUM GRADE PVC, 7 MIL, SUNLIGHT & COLD RESISTANT TAPE. THEN TAPE OVERALL SPLICE WITH LINERLESS RUBBER SPLICING TAPE OR EQUIVALENT. THEN TAPE OVER THAT WITH A LAYER OF PREMIUM GRADE PVC, 7 MIL, SUNLIGHT & COLD RESISTANT TAPE OVER LAPPING CABLE JACKET BY ONE INCH. ALL TAPE SHOULD COVER SPLICES FROM CABLE JACKET TO CABLE JACKET AND BE 1/2 LAPPED. THE FINAL LAYER OF TAPE SHOULD BE WRAPPED IN AN UPWARD MOTION SO THAT CUT OFF END DOES NOT ALLOW MOISTURE BACK INTO SPLICE.
37. NO CHANGES FROM PLANS IN LOCATION OF SUPPORTING STRUCTURES, SIGNAL HEAD PLACEMENT OR TRAFFIC SIGNAL EQUIPMENT WILL BE ALLOWED WITHOUT PRIOR APPROVAL OF THE ROAD COMMISSION FOR OAKLAND COUNTY. CONTACT ROAD COMMISSION FOR OAKLAND COUNTY-TRAFFIC OPERATIONS CENTER AT (248)-858-7250.
38. STEMMING OF SIGNAL HEADS TO MAINTAIN EQUAL UNDER CLEARANCE FOR EACH SPAN WIRE MOUNTED SIGNAL HEAD (AT ALL INTERSECTIONS ON THIS CONTRACT) IS INCLUDED IN THE INSTALLATION OF T.S. IN THIS CONTRACT.
39. ALL DIRECTIONAL BORED, OPEN CUT OR DIRECT BURIAL CONDUIT CALLED FOR ON PLANS IS THE PREFERRED METHOD OF INSTALLATION. IF THE METHOD OF CONDUIT INSTALLATION IS IMPOSSIBLE TO CONSTRUCT OR IF THE CONTRACTOR PREFERS TO USE ANY OTHER METHOD, THE CHANGE OF METHOD MAY BE MADE UPON APPROVAL BY THE PROJECT ENGINEER.
40. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING OR ANTICIPATING HIS NEED OR DESIRE TO INSTALL CONDUIT BY ANY OTHER METHOD AND TO INCLUDE THE COST IN HIS CONTRACT BID.
41. NO EXTRA PAYMENT WILL BE ALLOWED IF THE CONTRACTOR CHOOSES TO CHANGE THE METHOD OF CONDUIT INSTALLATION.
42. THE CONTRACTOR SHALL MAKE THE PERMANENT CONNECTION TO LOCAL UTILITY CO. 120V. SERVICE USING APPROVED PARALLEL GROOVED CONNECTORS. (INCLUDED IN THE INSTALLATION OF T.S. ON THIS CONTRACT.)
43. ALL OVERHEAD CAMERA CLAMP-ON BRACKET ARMS SHALL BE INSTALLED ON WOOD OR STEEL POLES PERPENDICULAR TO THE CURB UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
44. CONTACT LOCAL UTILITY CO. PRIOR TO INSTALLATION OF TRAFFIC SIGNALS. (INCLUDED IN THE INSTALLATION OF TRAFFIC SIGNALS ON THIS CONTRACT.)
45. CABLE TO BE USED FOR PHONE SERVICE SHALL BE, 1-6 TWISTED PAIR #19 GEL FILLED CABLE. (INCLUDED IN THE INSTALLATION OF T.S. ON THIS CONTRACT.)
46. ALL WEATHERHEADS AND LB'S INSTALLED NEW ON THIS CONTRACT SHALL BE METAL UNLESS OTHERWISE SPECIFIED BY THE ENGINEER.
47. THE "PLOWING IN CONDUIT" METHOD SHALL NOT BE USED ON THIS CONTRACT UNLESS OTHERWISE SPECIFIED BY THE ENGINEER.
48. WHEN CONTRACTOR IS INSTALLING A NEW STEEL STRAIN POLE FOR INSTALLATION OF A NEW SPAN WIRE BY LOCAL UTILITY CO., A SPAN WIRE ATTACHMENT CLAMP AND BULL RING SHALL BE PROVIDED BY THE CONTRACTOR. (INCLUDED IN THE INSTALLATION OF T.S. ON THIS CONTRACT.)
49. ALL PEDESTRIAN TRAFFIC SIGNALS NOT IN USE ON THIS PROJECT SHALL BE BAGGED AS DIRECTED BY THE ENGINEER.
50. ALL TRAFFIC SIGNALS, CASE SIGNS, AND SPAN MOUNTED STATIC SIGNS THAT ARE NOT BEING USED WILL BE HOODED, TURNED, OR TAKEN DOWN TO CLEARLY INDICATE THAT THEY ARE NOT IN OPERATION. BAGGING MATERIAL WILL BE OF SUCH CONSTRUCTION AS TO NOT ALLOW ANYTHING TO BE VISIBLE THROUGH THE MATERIAL. BAGGING MATERIAL WILL BE OF SUCH CONSTRUCTION AS TO HOLD UP TO WIND AND OTHER ADVERSE WEATHER CONDITIONS. ALL TRAFFIC SIGNALS AND CASE SIGNS WILL BE DISABLED SO THAT NO LIGHTS ARE OPERATIONAL.
51. ALL MAST ARM MOUNTED TRAFFIC SIGNALS SHALL BE MOUNTED SUCH THAT A 17'-0" UNDER CLEARANCE IS MAINTAINED AT ALL TIMES.
52. THE CONTRACTOR IS REQUIRED TO PROVIDE AN INDEPENDENT CERTIFICATION ON BOLTS USED IN ANCHOR BASE STEEL STRAIN POLE FOUNDATIONS. THE CERTIFICATION MUST COME FROM AN R.C.O.C. APPROVED TESTING FACILITY AND SHOW THAT THE BOLT MEETS R.C.O.C. SPECIFICATIONS. PRIOR TO TESTING, AN R.C.O.C. REPRESENTATIVE MUST INSPECT THE BOLT PILE AT THE CONTRACTOR'S YARD. ANCHOR BOLTS SHALL NOT BE HEATED NOR HAMMERED AFTER ACCEPTANCE FOR USE ON THIS PROJECT. CONTACT R.C.O.C. (248-858-7250).
53. CUT OVER OF INTERSECTIONS WILL TAKE PLACE ON MONDAY - THURSDAY FROM 9 A.M. - 3 P.M. ONLY.

THE FOLLOWING UTILITY COMPANIES HAVE FACILITIES WITHIN THE PROJECT LIMITS AND MAY BE RELOCATING OR REPLACING FACILITIES, WHICH MAY OR MAY NOT BE SHOWN ON THE PLANS IN CONJUNCTION WITH THE PROPOSED ROADWORK. THE CONTRACTOR OR SUBCONTRACTOR MAY BE REQUIRED TO COORDINATE THEIR OPERATIONS WITH THESE AND/OR OTHER UTILITIES AS DIRECTED BY THE ENGINEER. NO ADDITIONAL PAYMENT OR COMPENSATION WILL BE ALLOWED FOR THIS ACTIVITY.

Gas
Consumers Energy
Ernest Martyniuk
4600 Coolidge Hwy
Royal Oak, MI 48073
(248) 433-5868
For Emergencies, call 1-800-477-5050
Note: Gas facilities shall be protected and supported
per the facilities owner standards.

Telecommunications
AT&T
Matt Liwa
54 N. Mill St
P.O. Box 32
Pontiac, MI 48342
(248) 877-0762
For Emergencies, call 1-800-515-7272

Cable
Verizon
John Bachelder
OSP National Support / Investigations
2400 North Glenville
Richardson, TX 75082
(972) 729-6016
Mark Simmons (Field Representative)
(734) 214-0642

Wide Open West
John Hajec
37150 Plymouth Rd
Livonia, MI 48150
(734) 237-4319

Traffic Signals
Road Commission for Oakland County TOC
Steve Wheeler
1200 N. Telegraph, West 49
Pontiac, MI 48341
(248) 858-7250

County Drain, Water, and Sewerage
Oakland County Water Resource Commissioner
Chris Gianakos
One Public Works Dr Waterford, MI 48328
858-1116

RCOC MARCH 2014 TRAFFIC SIGNAL DETAIL BOOK IS AVAILABLE AT RCOC WEB SITE AT www.rcocweb.org/DocumentCenter/Home/View/190. THIS INFORMATION IS ALSO AVAILABLE UPON REQUEST DIRECTLY FROM RCOC TRAFFIC SAFETY DEPARTMENT BY CONTACTING AHMAD JAWAD, SIGNALS SYSTEM ENGINEER AT (248) 858 7250 OR AT AJAWAD@RCOC.ORG

THE FOLLOWING ITEMS OF WORK SHALL BE DONE AS THEY APPLY THROUGHOUT THE PROJECT. THESE ITEMS ARE NOT DETAILED OR INCLUDED ON THE PLAN SHEETS.

Mobilization, Max	1	LS
Exploration for Utility Location	5	Cyd
Lighted Arrow, Type C, Furn	2	Ea
Lighted Arrow, Type C, Oper	2	Ea
Minor Traf Devices	1	LS
Plastic Drum, High Intensity, Furn	50	Ea
Plastic Drum, High Intensity, Oper	50	Ea
Sign, Type B, Temp, Prismatic, Furn	388	Sft
Sign, Type B, Temp, Prismatic, Oper	388	Sft
Traf Regulator Control	1	LS
Turf Establishment, THM Seed, Regular Mulch, Performace, RCOC	100	Syd
Casing	32	Ft

Detroit Water and Sewerage Department
Dale Echols, ESS RTA
North Administration Building
Central Services Facility, DWSD Engineering 1st Floor
6425 Huber St.
Detroit, MI 48213
(313) 267-4857

Southeastern Oakland County Water Authority (SOCWA)
John Schandavel, Water Authority Engineer
3910 W Webster Road
Royal Oak, MI 48359
(248) 288-5150

Municipal (Sewers and Water)
City of Royal Oak DPS
Greg Rassel
1600 N. Campbell Road
Royal Oak, MI 48067
(248) 246-3300

Electric
DTE Energy
Robin O'Connell
2000 Second Ave.-Rm. 518 S.B.
Detroit, MI 48226
(313) 235-5632
Brian Kinnick (DTE Street Lights)
(734) 397-4024
For Emergencies, call 1-800-477-4747

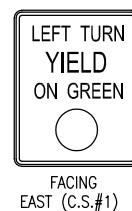
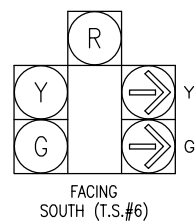
Mass Transportation System
Smart Bus
Michael Kaminskas
2021 Barrett Street
Troy, MI 48084
(248) 419-7906

DATE	PROJ NUMBER	ENG	AVS	PROJ MGR	CADD	COUNTY	CITY/TOWNSHIP	H:	V:	SCALE	HORIZ DATUM	VERT DATUM
01/02/19	0176124070		AVS	SAVI		OAKLAND	CITY OF OAKLAND	H: 1"=40'	V: 1"=40'		NA	NA

ROAD COMMISSION FOR OAKLAND COUNTY

RCOC #90-2018-2; 14 MILE RD. & GREENFIELD RD.

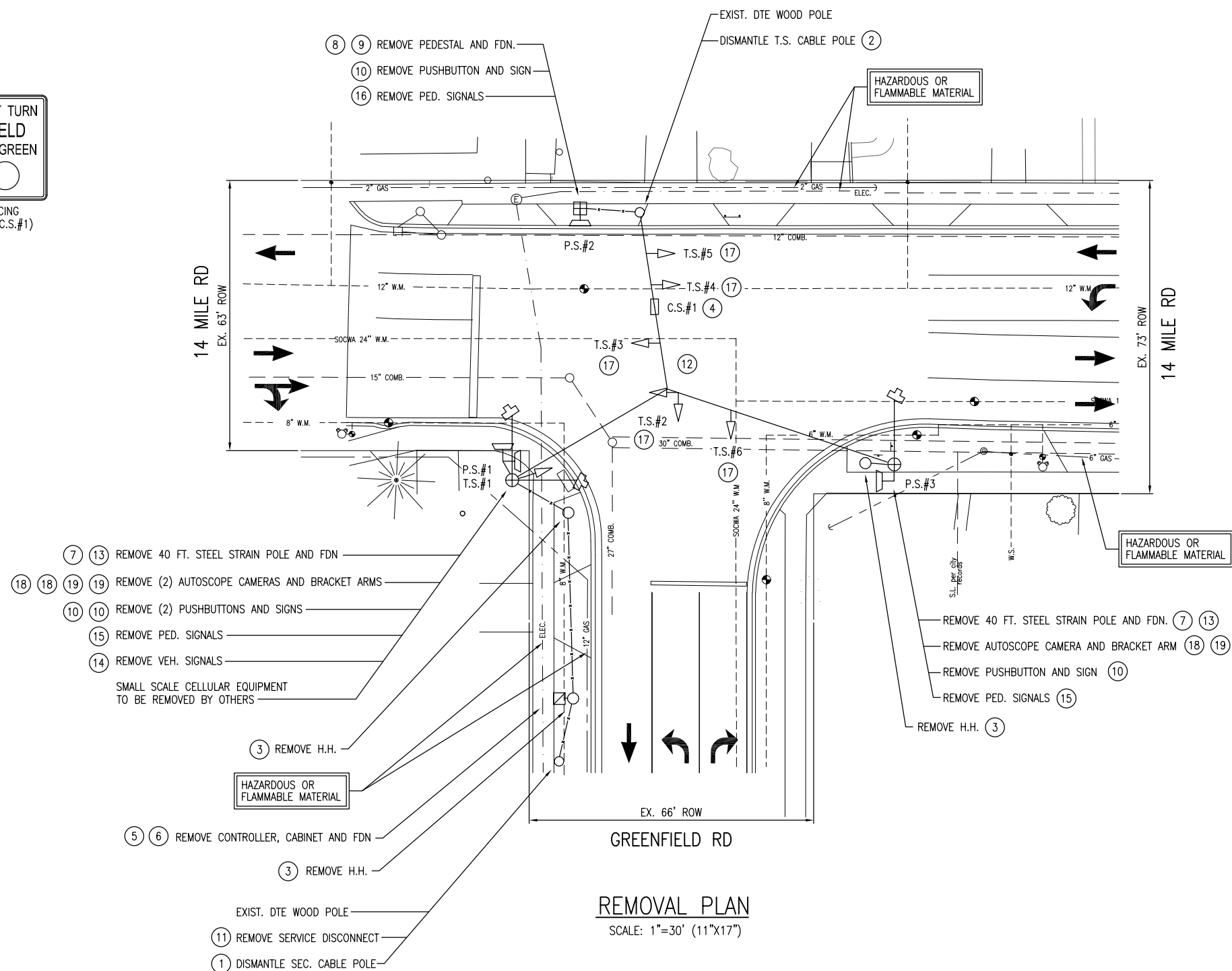
NOTES SHEET



ALL TRAFFIC SIGNAL CABLES
SHALL BE REMOVED ON THIS PLAN

SMALL SCALE CELLULAR COMMUNICATIONS
EQUIPMENT TO BE RELOCATED BY OTHERS.
CONTACT MR. STEVE WHEELER, RCOC
(248) 858-7250 2 WEEKS PRIOR TO CONSTRUCTION.

NO.	ITEM	QUANTITIES
(1)	Cable Pole, Sec, Disman	1 Ea
(2)	Cable Pole, TS, Disman	1 Ea
(3)	Hh, Rem	3 Ea
(4)	Case Sign, Rem	1 Ea
(5)	Controller and Cabinet, Rem	1 Ea
(6)	Controller Fdn, Rem	1 Ea
(7)	Fdn, Rem	2 Ea
(8)	Pedestal Fdn, Rem	1 Ea
(9)	Pedestal, Rem	1 Ea
(10)	Pushbutton, Rem	4 Ea
(11)	Serv Disconnect, Rem	1 Ea
(12)	Span Wire, Rem	1 Ea
(13)	Steel Pole, Rem	2 Ea
(14)	TS, Bracket Arm Mtd, Rem	1 Ea
(15)	TS, Pedestrian, Bracket Arm Mtd, Rem	2 Ea
(16)	TS, Pedestrian, Pedestal Mtd, Rem	1 Ea
(17)	TS, Span Wire Mtd, Rem	5 Ea
(18)	Bracket Arm, Rem, RCOC	3 Ea
(19)	Autoscope Camera, Rem, RCOC	3 Ea
	Cable, Sec, Rem	30 Ft



CO. 74
ATS 382



Know what's below.
Call before you dig.

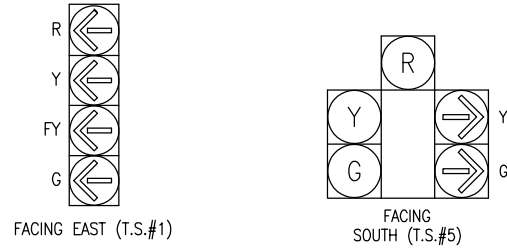
DATE	PROJ NUMBER	ENG	PROJ INGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
01/02/19		AVS	SAW	AVS	OAKLAND	CITY OF ROYAL OAK	H: 1"=30'	NA	NA

ROAD COMMISSION FOR OAKLAND COUNTY

RCOC #90-2018-2; 14 MILE RD. & GREENFIELD RD.

TRAFFIC SIGNAL REMOVAL PLAN

DRAWING PATH: P:\0166_02000\0170170070_2018_scats\Drawings\Civil\Signals\170070SIG_03.dwg Dec 20, 2018 - 5:20pm



NO.	ITEM	QUANTITIES
①	Mast Arm Pole, Cat III, RCOC	3 Ea
②	Mast Arm, 20 foot, Cat III, RCOC	1 Ea
③	Mast Arm, 25 foot, Cat III, RCOC	1 Ea
④	Mast Arm, 30 foot, Cat III, RCOC	1 Ea
⑤	Mast Arm Pole Fdn, RCOC	42 Ft
⑥	Hh, Round	7 Ea
⑦	Wood Pole, Fit Up, Sec Cable Pole	1 Ea
⑧	Video Surveillance, Camera, RCOC	1 Ea
⑨	Controller and Cabinet, Digital Type, RCOC	1 Ea
⑩	Controller and Cabinet, Digital Type, Delivered, RCOC	1 Ea
⑪	Digital Loop Detector	2 Ea
⑫	Pedestal, Alum	1 Ea
⑬	Pedestal, Fdn	1 Ea
⑭	Pushbutton and Sign	2 Ea
⑮	Serv Disconnect	1 Ea
⑯	Traf Loop	7 Ea
* ⑰	TS, One Way Mast Arm Mtd (LED)	5 Ea
* ⑱	TS, One Way Mast Arm Mtd, FYA (LED)	1 Ea
* ⑲	TS, One Way Mast Arm Mtd, Five Sect (LED)	1 Ea
⑳	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	2 Ea
㉑	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	1 Ea
	Conduit, DB, 1, 1 1/4 inch	75 Ft
	Conduit, DB, 1, 3 inch	70 Ft
	Conduit, DB, 3, 3 inch	55 Ft
	Conduit, Directional Bore, 1, 3 inch	45 Ft
	Conduit, Directional Bore, 1, 4 inch	200 Ft
	Cable, Sec, 600V, 1, 2/C#4, #6 Ground, RCOC	175 Ft

* SHALL BE PROVIDED WITH BACKPLATE WITH RETROREFLECTIVE BORDER.

ALL POLES AND MAST ARMS SHALL BE POWDER COATED AND ALL PEDESTALS, CONTROLLER CABINET, AND HARDWARE SHALL BE PAINTED. THE COLOR SHALL BE GREEN (RAL 6005-SEMI GLOSS). PAYMENT SHALL BE INCLUDED IN THE AFFECTED PAY ITEMS AND NOT PAID FOR SEPARATELY.

SMALL SCALE CELLULAR COMMUNICATIONS EQUIPMENT TO BE RELOCATED BY OTHERS. CONTACT MR. STEVE WHEELER, RCOC (248) 858-7250 2 WEEKS PRIOR TO CONSTRUCTION.

SAW TRAFFIC LOOPS FOR EB AND WB 14 MILE INTO LEVELING COURSE BEFORE PLACING WEARING COURSE. COORDINATE THIS WITH THE CITY OF ROYAL OAK ROAD PROJECT. CONTACT ENGINEERING DEPT. (248) 246-3260. EXACT LOOP LOCATION SHALL BE DETERMINED BY RCOC CONTACT STEVE WHEELER (248) 858-7250.

ADA COMPLIANT SIDEWALKS TO BE CONSTRUCTED BY THE CITY OF ROYAL OAK ROAD PROJECT. COORDINATE PUSHBUTTON AND LANDING LOCATIONS WITH ROYAL OAK ENGINEERING DEPT. (248) 246-3260

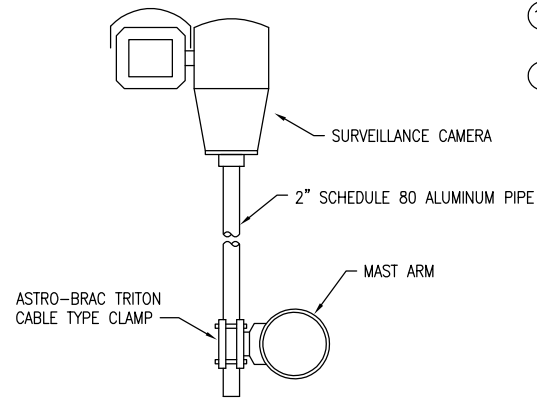
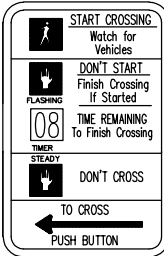
CONDUIT TYPICALS:

MAST ARM POLE TO H.H. -----3'-3" & 1'-1 1/4"
WOOD POLE TO H.H. -----AS INDICATED
PEDESTAL TO H.H. -----1'-3" & 1'-1 1/4"
SUPPORT POST TO H.H. -----1'-1 1/4"

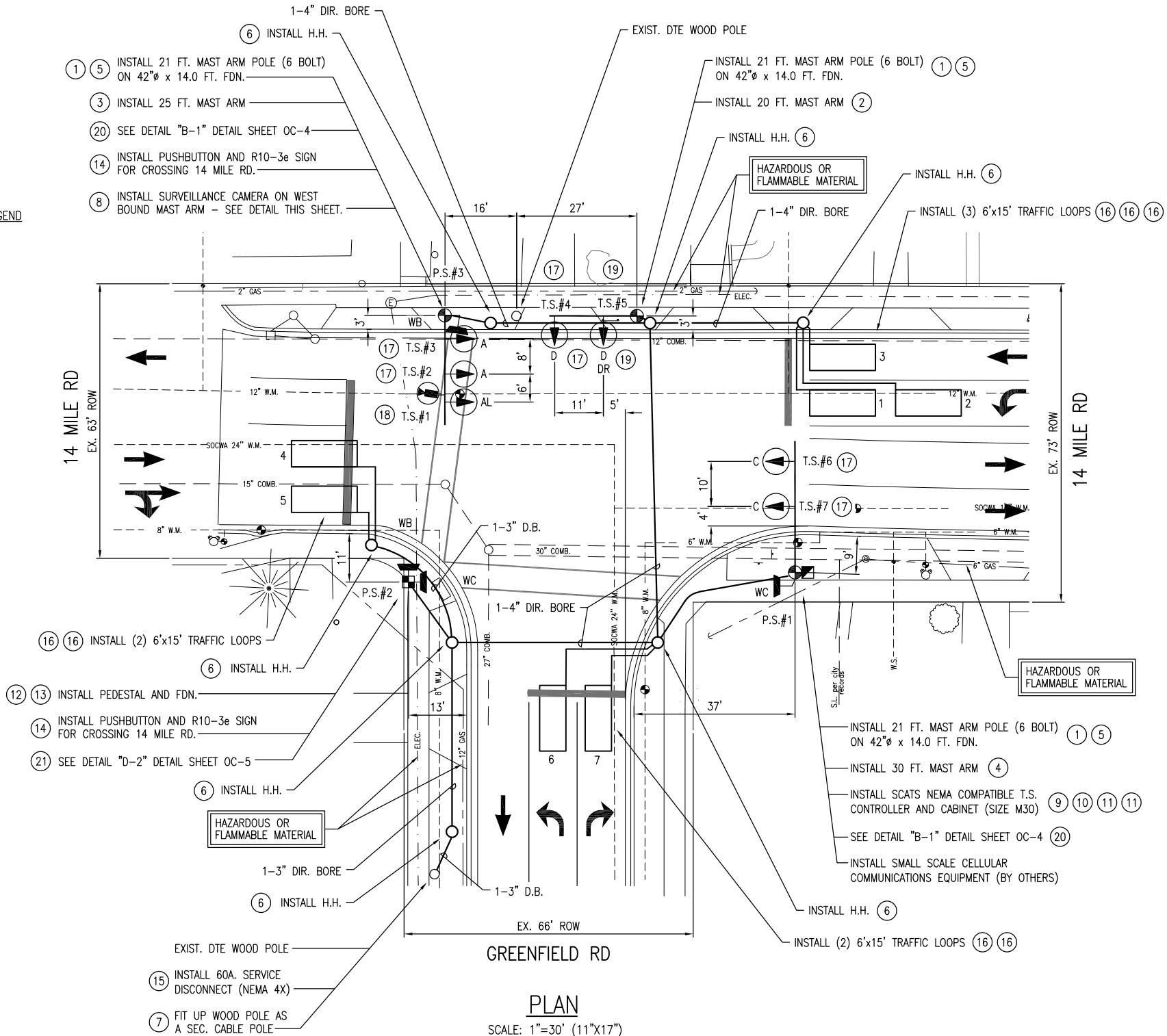
PEDESTRIAN COUNTDOWN LEGEND



R10-3e SIGN TYPICAL



SURVEILLANCE CAMERA MOUNTING DETAIL

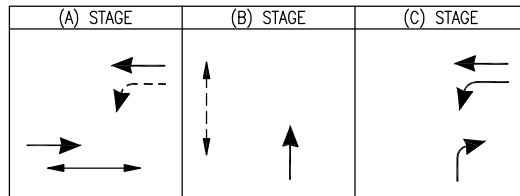


PLAN

SCALE: 1"=30' (11"x17")

APPROACH SPEEDS:
N.BD. 40 MPH
E.BD. 35 MPH
W.BD. 35 MPH

MOVEMENT DIAGRAM



CO. 74
ATS 382



Know what's below.
Call before you dig.

ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

OHM-ADVISORS.COM

REVISIONS	NO. DATE	DESCRIPTION
1	11/15/2018	ISSUED FOR PERMIT
2	11/15/2018	ISSUED FOR PERMIT
3	11/15/2018	ISSUED FOR PERMIT
4	11/15/2018	ISSUED FOR PERMIT
5	11/15/2018	ISSUED FOR PERMIT
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7	11/15/2018	ISSUED FOR PERMIT
8	11/15/2018	ISSUED FOR PERMIT
9	11/15/2018	ISSUED FOR PERMIT
10	11/15/2018	ISSUED FOR PERMIT
11	11/15/2018	ISSUED FOR PERMIT
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27	11/15/2018	ISSUED FOR PERMIT
28	11/15/2018	ISSUED FOR PERMIT
29	11/15/2018	ISSUED FOR PERMIT
30	11/15/2018	ISSUED FOR PERMIT

ROAD COMMISSION FOR OAKLAND COUNTY

RCOC #90-2018-2: 14 MILE RD. & GREENFIELD RD.

TRAFFIC SIGNAL CONSTRUCTION PLAN

DATE: 11/15/2018

PROJ. NO.: 170070

ENG.: [blank]

CAD.: [blank]

COUNTY: OAKLAND

SCALE: 1"=30'

SHEET: 5 OF 6

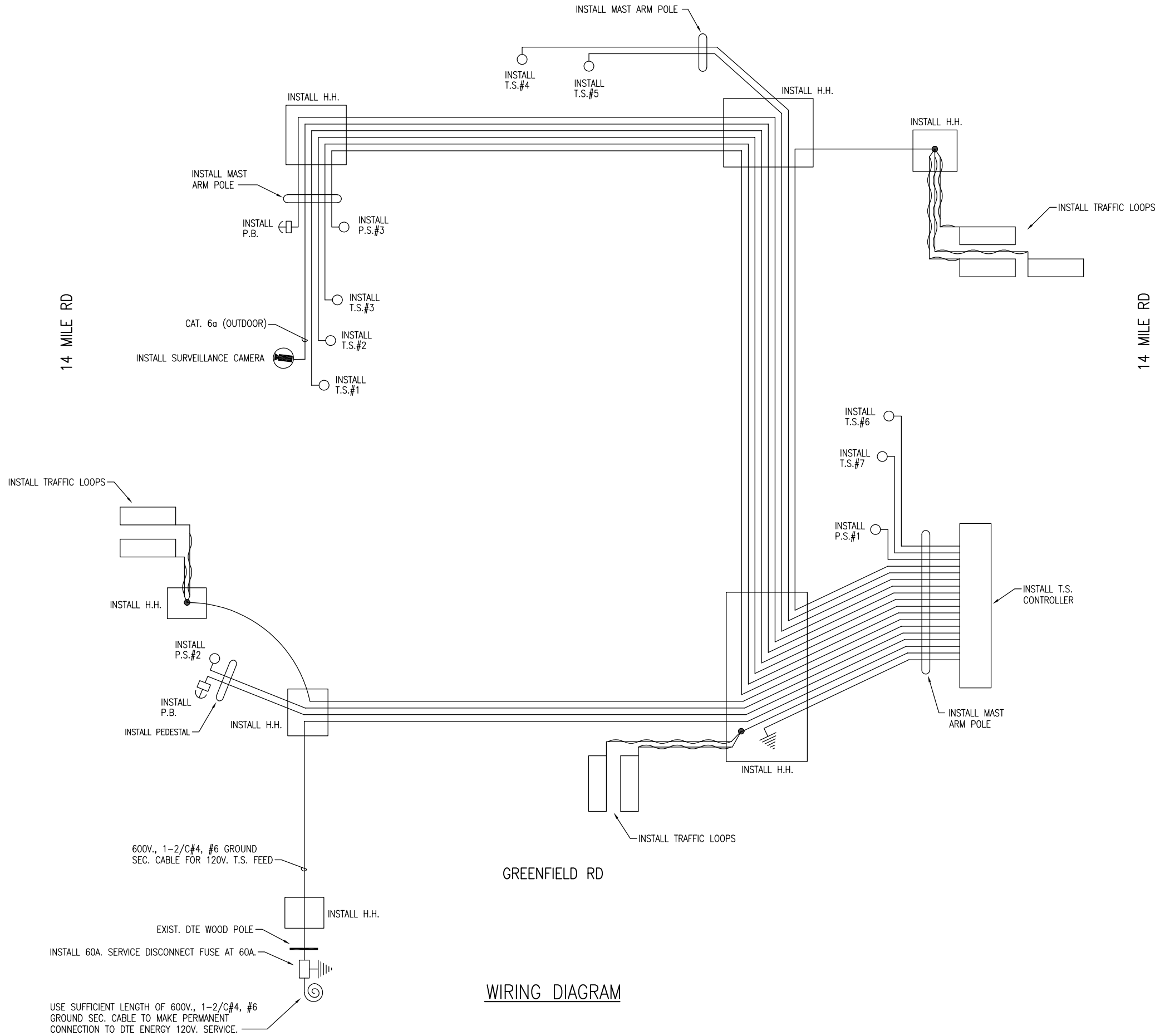
DRAWING PATH: P:\0166 02000\01010070_2018_sca\Drawings\Civil\Signals\170070SIG_03.dwg Jan 02, 2019 - 10:40am

ALL T.S. AND PED CABLES SHALL BE 1-7/C #16 P.J.
UNLESS OTHERWISE INDICATED.

ALL P.B. CABLES SHALL BE 1-2/C #16 SHIELDED
(I.M.S.A. 50-2)

ALL LOOP HOME RUN CABLES SHALL BE 1-6 TW. PAIR

ALL STRUCTURES SHALL BE GROUNDED IN THE NEAREST
H.H. ALL GROUND RODS SHALL BE CONNECTED
TOGETHER WITH A 1-1/C #6 AWG COPPER.



WIRING DIAGRAM

CO. 74
ATS 382



Know what's below.
Call before you dig.

REVISIONS

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DATE: August 28, 2019

TO: Joseph A. Valentine, City Manager

FROM: Paul A. Wells, Fire Chief

SUBJECT: 2019 Emergency Management Performance Grant (EMPG)

INTRODUCTION:

The City of Birmingham operates an emergency management program. The Emergency Management Performance Grant (EMPG), through the Department of Homeland Security Appropriations Act, has granted the city \$22,686.00 for performance period 10/1/2018-9/30/2019. These funds are for the development and maintenance of the City's emergency management program.

BACKGROUND:

The City of Birmingham is one of five cities in Oakland County that operates its own emergency management program, which falls under the Michigan Emergency Management Act, 390 of 1976. All other cities, in the case of a large-scale emergency, fall under Oakland County's emergency management plan and response. The advantages of Birmingham having its own program is that the city has a more direct contact with State and Federal agencies. This allows the City to recoup funds directly, provides for more training opportunities, allows us to direct all emergency response, and much more. The City still has the support of Oakland County emergency management division and maintains regular training with the county and state.

The Fire Chief serves as the Emergency Manager for the City of Birmingham. The EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain capabilities of the emergency management program. The core areas the money supports are prevention, protection, mitigation, response, and recovery. This year the grant is awarding \$22,686.00 to the City of Birmingham.

LEGAL REVIEW:

A legal review was conducted and no legal issues exist.

FISCAL IMPACT:

This grant was included in the 2019-2020 budget.

SUMMARY:

It is recommended that the City Commission accept the 2019 Emergency Management Performance Grant award totaling \$22,686.00. These funds will be used to support the City's Emergency Management program.

ATTACHMENTS:

State of Michigan FY 2019 Emergency Management Performance Grant Agreement.

SUGGESTED RESOLUTION:

To approve the 2019 Emergency Management Performance Grant and federal funds for \$22,686.00. Further, direct the Mayor to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the grant.

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
City of Birmingham	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6004664	EMC-2019-EP-00004	7/24/2019
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
074239450	10/1/2018	9/30/2019
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$22,686.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$22,686.00
None on file	Total Amount of Federal Award	\$8,971,802

FEDERAL AWARD PROJECT DESCRIPTION

2019 Emergency Management Performance Grants

DETAILS

The 2019 EMPG allocation is 35.69% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50 percent of the total budget.

FEDERAL AWARDDING AGENCY

Federal Emergency Management Agency
Grant Operations
245 Murray Lane – Building 410, SW
Washington DC 20528-7000

PASS-THROUGH ENTITY (RECIPIENT) NAME

Michigan State Police
Emergency Management and
Homeland Security Division
PO Box 30634
Lansing, MI 48909

State of Michigan FY 2019 Emergency Management Performance Grant Grant Agreement

October 1, 2018 to September 30, 2019

CFDA Number: 97.042 Grant Number: EMC-2019-EP-00004

This Fiscal Year (FY) 2019 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

CITY OF BIRMINGHAM
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2019 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2019 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2019 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2019 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov>.

II. Statutory Authority

Funding for the FY 2019 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2019*, (Pub. L. No. 116-6).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2019 EMPG NOFO located at <http://www.fema.gov/grants>; the *Michigan Emergency Management Act*

of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>, and the *FY 2019 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2019 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.

III. Award Amount and Restrictions

- A. The **City of Birmingham** is awarded **\$22,686.00** under the **FY 2019 EMPG**. The Recipient determined the Subrecipient's EMPG allocation as **35.69%** of the Subrecipient's local emergency manager's salary and fringe benefits. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2019 EMPG covers eligible costs from October 1, 2018 to September 30, 2019. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs.** No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2019 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2019 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG

funded personnel must also participate in no less than three exercises in a 12 month period, consistent with the requirements outlined in the EMPG Guidebook. The EMPG Guidebook (EMD-PUB 208) is located at: www.michigan.gov/emhsd under Grant Programs & Publications.

EMPG programs are required to complete a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2019 EMPG NOFO, located at: www.fema.gov/grants; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2019 Emergency Management Performance Grants, included with the grant agreement package for reference*; the EMPG Guidebook (EMD-PUB 208), located at www.michigan.gov/emhsd under Grants Programs & Publications; and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- D. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- E. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- F. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.

- G. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.
- H. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- I. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- J. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.
- K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as EMHSD-007 - EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.
- M. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- N. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- O. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- P. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2019 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs & Publications, EMPG Publications
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2019 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.

- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2018 to September 30, 2019. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient's DUNS Number

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

Date

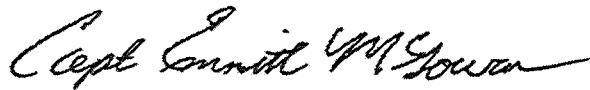
For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Emmitt McGowan, Commander

Printed Name

Deputy State Director of Emergency
Management and Homeland Security

Title



8/12/19

Signature

Date



MEMORANDUM

Fire Department

DATE: August 21, 2019
TO: Joseph A. Valentine, City Manager
FROM: Paul A. Wells, Fire Chief
SUBJECT: LIFEPAK 15 v4 defibrillator

INTRODUCTION:

The Birmingham Fire Department currently has a 2006 LIFEPAK 12 defibrillator on Engine 2. This defibrillator can no longer be used on patients after June 30, 2020 due to the expiration of its accreditation from the manufacturer. The Fire Department recommends replacing the defibrillator before October 1, 2019 in order to receive a trade-in credit and discounts for purchasing an updated LIFEPAK 15 v4 defibrillator.

BACKGROUND:

In 2006, the Birmingham Fire Department purchased a LIFEPAK 12 defibrillator. Over the years, the defibrillator has been updated to be able to transmit ECGs to the hospital while out in the field. As technology changed, a newer LIFEPAK 15 defibrillator replaced the LIFEPAK 12. The newer model has transmitting capabilities, carbon monoxide blood detection, and Bluetooth connectivity to the Paramedic iPads for data recording. The newer model is more durable in harsh environments and has a longer battery life. Currently the Fire Department has three LIFEPAK 15s in service and one LIFEPAK 12. Each of our four licensed advanced life support trucks must have a defibrillator on them. Stryker is a sole source vendor for LIFEPAK products.

LEGAL REVIEW:

This purchase does not require a legal review.

FISCAL IMPACT:

The purchase of this piece of equipment was not budgeted in the fiscal year 2019-2020 budget, therefore, an amendment to the Fire Department budget is necessary. The cost for a LIFEPAK 15 v4 is \$44,171.00, however after discounts and trade-in credits totaling \$11,137.70, the final purchase price will be \$33,033.30.

SUMMARY:

The Birmingham Fire Department is requesting to purchase a LIFEPAK 15 v4 defibrillator and trade in a LIFEPAK 12 for a purchase price of \$33,033.30. This purchase must be approved by October 1, 2019 in order to take advantage of discounts, incentives, and trade-ins that total \$11,137.70 in savings.

ATTACHMENTS:

LIFEPAK 15 v4 with accessories quote.

SUGGESTED RESOLUTION:

To approve a purchase of a LIFEPAK 15 v4 defibrillator plus accessories from Stryker in the amount of \$33,033.30 from account #101-336.000-971.0100 and further to approve the appropriation and amendment to the 2019-2020 General Fund budget as follows:

General Fund:

Revenues

Draw from Fund Balance	101-000.000-400.0000	<u>\$33,040</u>
Total Revenues		<u>\$33,040</u>

Expenditures

Public Safety – Fire - Mach. & Equip.	101-336.000-971.0100	<u>\$33,040</u>
Total Expenditures		<u>\$33,040</u>

Emergency Care

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



To BIRMINGHAM FD
Attn: Robert Abraham 572 S ADAMS ST BIRMINGHAM,MI 48009
(248) 690-0570
rabraham@bhamgov.org

Quote Number

Revision # Created Date Sales Consultant

FOB

Terms

NET Terms

00189273

1

8/16/2019

Tim Hornak 231 578 7801

tim.hornak@stryker.com

Redmond, WA

All quotes subject to credit approval and the following terms and conditions

NET 30

Promotion

(RP-4G40) - 3G to 4G Modem/Gateway Promotion; LP12SV19 – LIFEPAK 12 to LIFEPAK 15

Expiration Date

11/3/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
---------	---------------------	----------	------------	------------------	------------------------	----------------

99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD-26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	35,660.00	-5,349.00	30,311.00	30,311.00
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	1.00	0.00	0.00	-4,000.00	-4,000.00
99428-000305	KORE - Stryker data plan for modem (Verizon) - 1 year	2.00	209.00	0.00	209.00	418.00
11996-000471	4G Modem: Verizon Cellular Kore (for use with Stryker data plan)	2.00	1,205.00	-482.00	723.00	1,446.00
11577-000011	Mobile Battery Charger - For the LP15	1.00	2,070.00	-310.50	1,759.50	1,759.50
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3.00	479.00	-71.85	407.15	1,221.45
21300-008159	LIFEPAK 15 NIBP Hose, 6' straight	1.00	64.00	-9.60	54.40	54.40
11160-000011	NIBP Cuff-Reusable, Infant	1.00	22.00	-3.30	18.70	18.70
11160-000013	NIBP Cuff-Reusable, Child	1.00	25.00	-3.75	21.25	21.25
11160-000015	NIBP Cuff-Reusable, Adult	1.00	31.00	-4.65	26.35	26.35
11160-000017	NIBP Cuff -Reusable, Large Adult	1.00	34.00	-5.10	28.90	28.90
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	1.00	640.00	-96.00	544.00	544.00
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	1.00	705.00	-105.75	599.25	599.25
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	59.00	-8.85	50.15	50.15

Quote Number: 00189273

11260-000039	LIFEPAK 15 Carry case back pouch	1.00	84.00	-12.60	71.40	71.40
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1.00	327.00	-49.05	277.95	277.95

Subtotal

Estimated Tax Estimated Shipping & Handling

USD 32,848.30

USD 0.00

USD 185.00

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

Grand Total

USD 33,033.30

List Price Total

Total Contract Discounts Amount

Total Discount Trade In Value Tax + S&H

Pricing Summary Totals

USD 43,986.00

USD 0.00

USD -7,137.70

USD -4,000.00

USD 185.00

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

PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

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

Optional information:

Special Ship to Address

Comments

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

Quote Number: 00189273

GRAND TOTAL FOR THIS QUOTE

USD 33,033.30



MEMORANDUM

Finance Department

DATE: September 3, 2019

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

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

INTRODUCTION:

A revised Suburban Mobility Authority for Regional Transportation (SMART) contract was sent to city staff after the City Commission approved the original contract. SMART is requesting that the mayor sign the revised contract and submit it to SMART.

BACKGROUND:

At its July 22, 2019 meeting, the City Commission approved a contract with the Suburban Mobility Authority for Regional Transportation (SMART) to provide funding for transportation-related services and improvements for its residents. Subsequent to this action, SMART notified city staff that they had put in an incorrect amount on their contract for municipal credits. The original amount for municipal credits in the contract was \$20,800. The revised amount is \$19,760, which was the same amount received in the prior year. There were no changes made to the community credit amount. SMART is requesting that the mayor sign the revised contract with the corrected number. Included in this report is the email received from SMART regarding this correction.

LEGAL REVIEW:

No legal review needed.

FISCAL IMPACT:

The decrease of \$1,040 in municipal credits will decrease the total amount allocated to NEXT by \$1,040 for purchased transportation services. However, this amount is still greater than what was allocated to NEXT in the 2019 fiscal year.

SUMMARY:

It is recommended that the mayor sign the revised contract with SMART to provide funding for transportation-related services to the City of Birmingham.

ATTACHMENTS:

1. SMART Municipal Credit and Community Credit Contract for FY 2020
2. Email from Oakland County Ombudsman for SMART, Madonna Van Fossen

SUGGESTED RESOLUTION: To approve the revised contract with SMART year 2020; 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 **\$19,760.00** 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: \$ 19,760.00
BASCC dba NEXT
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$19,760.00

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 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**

\$27,677

Sub-Total (Purchased Service)

\$27,677

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**

BIRMINGHAM EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds (FY19)	\$19,760.00
Community Credit Funds (FY19)	\$29,849.00
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

<u>TOTAL REVENUE:</u>	<u>\$49,609</u>
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(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)



Mark Gerber <mgerber@bhamgov.org>

FW: Correction needed on FY2020 Municipal Credit and Community Credit (MCCC) contracts

Van Fossen, Madonna <MVanFossen@smartbus.org>

Tue, Aug 13, 2019 at 11:37 AM

To: "Mgerber@bhamgov.org" <Mgerber@bhamgov.org>

Hi Mark....I'm just batting zero's all across the board. I am sincerely sorry and not sure how I missed your name, however below is the email sent and this will most likely explain the emails you recently received. If you have any questions feel free to let me know. Thank you so much and hope your day is good.

Regards,

Madonna

From: Van Fossen, Madonna**Sent:** Monday, August 12, 2019 10:40 AM

To: Barbara Turner <bturner@ferndalemi.gov>; Chelsea Pesta <cpesta@walledlake.com>; Chris Wilson <cwilson@villagebeverlyhills.com>; Christine Tvaroha <ctvaroha@bloomfieldtp.org>; Dan McMinn <dmcminn@berkleymich.net>; Dave Murphy <dmurphy@farmgov.com>; Diane Henninger <dh15bps@birmingham.k12.mi.us>; Don Grice <dgrice@auburnhills.org>; Eileen Pulker - Franklin <clerk@franklin.mi.us>; Emily Frontera <E.Frontera@troymi.gov>; Gloria Harris-Ford <cityclerk@lathrupvillage.org>; Jennifer Cowan <jennifercowan@madison-heights.org>; Julie Verriest <jverriest@jvsdet.org>; Karen Adcock <kadcock@auburnhills.org>; Karin Ludwick <kludwick@binghamfarms.org>; kathy Leenhouts <kathyleenhouts@cityofclawson.com>; Laurie Stasiak <lstasiak@oakparkmi.gov>; Marsha Koet (mkoet@fhgov.com) <mkoet@fhgov.com>; Nicole Messina <nmessina@cityofsouthfield.com>; Paige Gembarski <PaigeG@romi.gov>; Sareen Papkhan <HPRecreation@hazelpark.org>; Selena Johnson <sjohnson@royaloaktwp.com>; Theresa McArleton <tmcarleton@berkleymich.net>; Tim Rowland (trowland@hwmi.org) <trowland@hwmi.org>; Bill Sprague <villagemanager@ortonvillevillage.com>; Blaine Wing - City of Rochester (BWing@rochestermi.org) <BWing@rochestermi.org>; Candee Allen <callen@brandontownship.us>; Chris Barnett <cbarnett@oriontownship.org>; Collin Walls <cwalls@springfield-tp.us>; Dawn Bockelman <dbockelman@whitelaketwp.com>; Deanna McGee (dmagee@wixomgov.org) <dmagee@wixomgov.org>; Debbie Bigger <dbigger@hollyvillage.org>; Debbie Miller <clerk@rosetownship.com>; Donald Green <supervisor@milfordtownship.com>; Faye Bindig <FBindig@brandontownship.us>; Jamie Martel <jmartel@addisontwp.org>; Jennifer Frederick <FrederickJ@twp.highland.mi.us>; Joe Young <youngj@lakeorion.org>; John Dolan <jdolan@lyontwp.org>; John Martin - Sylvan Lake <martinsylvanlk@comcast.net>; Jonathan Smith <smithj@villageofclarkston.org>; Joseph Ferrari <jferrari@oxfordtownship.org>; Julianne Savard <jsavard@oriontownship.org>; Karen Reilly <kreilly@oaklandtownship.org>; Karin Winchester <clerk@hollytownship.org>; LGustafson@ridenota.org; Lisa Deaton <Ideaton@southlyonmi.org>; Lori Gillman <deputyclerk@keegoharbor.org>; Mary Donnelly <donnem01@wsdmi.org>; Michael McDonald <villageofleonard@gmail.com>; Molly Phillips <mphillips@commercetwp.com>; Nathan Burd <admin@wolverinelake.com>; Patti Back <clerk@grovelandtownship.net>; Penny Ray <pennyr@villageofmilford.org>; Pete Auger <pauger@cityofnovi.org>; Renee Cortright (rcortright@opcseniorcenter.org) <rcortright@opcseniorcenter.org>; Rick Hamill <Rick.Hamill@highlandtp.org>; Sandy Miller <millers@villageofclarkston.org>; Tina Barton <bartont@rochesterhills.org>; Wueth, Christian <cwuerth@villageofmilford.org>

Cc: Cramer, Robert <RCramer@smartbus.org>; Peters, Nichole <NPeters@smartbus.org>; Shepherd, Henry <HShepherd@smartbus.org>

Subject: Correction needed on FY2020 Municipal Credit and Community Credit (MCCC) contracts**Importance:** High

Good morning everyone and hope your Monday is off to a good beginning. While some might question whether mine is after reading this email, let me assure you it is.

I found out late Thursday afternoon, on my way out of town for the weekend, that the figures I used in **all** the MCCC contracts were incorrect. I used the wrong spreadsheet. The difference will be your Municipal credit amount will be 5% less, which is the amount SMART keeps for the administrative services for processing the contracts and payments throughout the year. The amount you will be receiving is actually the same amount you received in FY2019. I will email each one of you your corrected page 1 where the Municipal credit amount is listed. In addition, I will correct your budget pages to reflect these new amounts and send to you via email.

If you have already submitted your contract to me please know that all the contracts I sent downtown were sent back to me and are on my desk. I will replace the page 1 on all 3 copies you submitted and in the email you receive today, you can let me know what to correct on your budget page or if you want to make the corrections and send it back that is fine too.

I am really sorry about this mistake and am seriously not upset because it might have been a lot worse. I have the correct spreadsheet with the amounts I am to use, so it's just a matter of putting in the correct figures. I do apologize for any inconveniences and if you have any questions and/or concerns let me know. In the meantime, thank you for your understanding!

Still smiling,

Madonna ☺



MEMORANDUM

IT Department

DATE: 09/16/2019

TO: Joseph A. Valentine, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: GIS Inc. Support Block purchase

Introduction:

In the past the City of Birmingham has contracted with Geographic Information Services, Inc. (GIS Inc.) for support of our GIS software and systems. Last year the IT department purchased a block of support hours and shared that block across all departments that needed GIS support. The larger the support block purchased the less cost per hour of support. Support blocks expire one year after purchased.

Background:

In the 2017-2018 budget year we opened support requests to all departments in the City and increased the support block hours purchased from GIS Inc. from 30 to 95 hours of support at a base cost of \$157.89 per hour. The IT department felt that amount was enough to cover the general support requests and projects from departments needing GIS support. The support block was purchased in October of last year and expired the end of October this year. During the past year we were able to use the entire amount purchased before the support hours expired.

Legal Review:

We are purchasing a block of hours for professional GIS support – I have no formal contract to be reviewed.

Fiscal impact:

The IT department feels that repeating the previous support block purchase will adequately cover the amount of support needed for the City for the next year. There has been funding for this support block set aside in the GIS fund account.

Summary:

The IT department would like to purchase 95 hours of support from GIS Inc. to run from October 2019 to October 2020 with a base cost of 157.89 per hour for a total of \$15000.00

SUGGESTED RESOLUTION:

Authorize the IT department to purchase 95 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$15,000.00. Funds are available in the IT GIS fund account # 636-228.000-973.0500

August 22, 2019

Eric Brunk
Information Technology Manager
City of Birmingham
Birmingham, MI 48012

Dear Eric,

Thank you for your interest in our GIS Support Block. Included in the following pages are GISinc's Support Block details and prices.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand to City of Birmingham. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,



Tyler Prah
State & Local Regional Account Manager
Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105 | Birmingham, AL 35244
p: 205.725.5930 | m: 612.275.6752 | e: tyler.prah@gisinc.com

I. GIS Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, GISinc will provide professional services to assist City of Birmingham with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, GISinc will provide City of Birmingham with a single point-of-contact. GISinc will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct GISinc resource.

If a support task becomes large, GISinc may require using a management team. This function includes people, processes, and technology that are designed to make sure that City of Birmingham receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from GISinc.

II. Pricing & Acceptance

Prepaid blocks of hours can be purchased at the prices listed in Table 1 and volume discounts are included at each block level. Support block hours expire after 12 months from the date of signature. GISinc will invoice City of Birmingham upon receiving the signed form.

You may indicate your acceptance of the above proposal with a signature from authorized personnel at City of Birmingham. Any expenses or travel incurred by GISinc while performing GIS Support Block services to City of Birmingham will be billed at actual costs separate from this contract.

City of Birmingham, MI

**Support Block
Amount:**

\$ \$15,000

Signature:

Eric Brunk

Name:

Eric Brunk

Title:

IT Manager

Date:

09/16/2019

TABLE 1

<u>Price</u>	<u>Block of Hours</u>
\$5,000	30
\$10,000	60
\$15,000	95
\$20,000	135
\$25,000	175
\$30,000	215
\$50,000	370
\$60,000	455
\$75,000	585
\$100,000	800

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Geographic Information Services, Inc. (GISinc).

Payment Terms: *Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this prepaid GIS support block. Supporting details will be provided as requested to detail the hours, rates, and deliverable(s) performed during the preceding month.*



Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Geographic Information Services, Inc ("GISinc") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between GISinc and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that GISinc has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind GISinc in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, GISinc shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

GISinc agrees that all work performed hereunder shall be performed on a best effort basis by GISinc's staff having an appropriate experience and skill level, and in compliance with the SOW.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon GISinc unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and GISinc shall negotiate an equitable adjustment in the price and schedule to reflect the

appropriate change. GISinc shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to GISinc accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay GISinc within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. GISinc will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to GISinc prior to canceling an order. Customer will compensate GISinc for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any GISinc employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. GISinc's total liability to Customer for any reason shall not exceed the total amount paid to GISinc by Customer for the services provided under this Agreement.

GISinc's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

GISinc shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any GISinc provided product or framework or (2) the combination, operation or use of the GISinc provided product with software, hardware or other materials not furnished or authorized to be used by GISinc.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

GISinc warrants that it will perform the services in good faith and in conformance with professional industry standards. All GISinc employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

GISinc warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, GISINC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. GISINC'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY GISINC FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration ("GSA") Schedule entered by GISinc and the United States Government. GISinc's GSA Schedule number: GS-35F-0682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Alabama without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and

(iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and GISinc shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to GISinc corporate headquarters.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Alabama without regard to conflicts of laws provisions thereof.

Both GISinc and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and GISinc will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

18. COMPLETE AGREEMENT.

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and GISinc related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of GISinc.



MEMORANDUM

City Clerk's Office

DATE: September 9, 2019
TO: Joseph A. Valentine, City Manager
FROM: Cheryl Arft, Deputy City Clerk
SUBJECT: Election Inspector Compensation Adjustment

INTRODUCTION:

At the end of 2018, the City Clerk performed a compensation survey for Election Inspectors in Oakland County communities from Novi in the west to Hazel Park to the east, and Auburn Hills south to Birmingham. Birmingham's current compensation scale ranks 10th out of the 20 communities surveyed. The nine communities ranking higher than Birmingham pay an average of approximately 10% more than Birmingham.

Competition among communities for election inspectors has increased in recent years. Some of Birmingham's nearest neighbors, including Royal Oak, West Bloomfield, Ferndale, Oak Park, and Bloomfield are paying their inspectors, chairs, or both, more than Birmingham is currently offering.

BACKGROUND:

Birmingham's current compensation scale is as follows:

Super Chair	\$15.00/hour (in charge of 2 precincts)
Chairperson	\$12.00/hour
Vice Chair	\$11.00/hour
Inspector	\$10.00/hour
2-hour training session	\$10 total

In order to be more competitive in hiring election inspectors and to recognize the continually expanding duties for which inspectors are responsible, the City Clerk is recommending a compensation adjustment of slightly less than 10%. The proposed adjusted compensation rates are as follows:

Super Chair	\$16.50/hour
Chairperson	\$13.00/hour
Vice Chair	\$12.00/hour
Inspector	\$11.00/hour
2-hour training session	\$20 total

LEGAL REVIEW:

n/a

FISCAL IMPACT:

Comparison of total cost of recommended adjustment:

	Local Election	State/Federal Primary	State/Federal General
16-hour day	5 workers/precinct	7 workers/precinct	8 workers/precinct
@current rate	\$9,688.00	\$13,208.00	\$14,968.00
@ increased rate	\$10,604.00	\$14,476.00	\$16,412.00
Difference	\$916.00	\$1,268.00	\$1,444

Sufficient funds exist in the approved 2019/2020 budget and the projected 2020/2021 budget to cover the requested adjustment, in the Election Workers account, 101-262.000-815.0100.

SUMMARY:

Michigan's Election Law states that wages for election inspectors must be approved by the local governing body. Therefore, the City Commission is respectfully requested to adjust the compensation for election inspectors by approximately 10%, to be effective immediately.

ATTACHMENT:

- 2018 election inspector wage survey

SUGGESTED RESOLUTION:

To approve an adjustment in Election Inspector compensation to \$16.50/hour for a Super Chair, \$13.00/hour for a Chairperson, \$12.00/hour for a Vice Chair, \$11.00/hour for an Inspector, and \$20.00 for a 2-hour training session.

2018 ELECTION INSPECTOR WAGE SURVEY

		CHAIRPERSON WAGES - HIGH TO LOW - PER DAY			INSPECTOR WAGES HIGH TO LOW - PER DAY				
		PER HOUR BASED ON 16	PER DAY BASED ON		PER HOUR BASED ON 16	PER DAY BASED ON 16			
City/Twp.	Municipality	HR DAY	16 HR DAY	Chairperson Wage per day or per hour	HR DAY	HR DAY	Inspector Wage per day or per hour	Training	
City	Southfield	\$17.50	\$280.00	\$280.00 day	\$14.38	\$230.00	\$230.00 day	15/hr	
City	Farmington Hills	\$14.06	\$225.00	\$225.00 day	\$12.50	\$200.00	\$200.00 day	15/hr	
City	Farmington	\$14.06	\$225.00	\$225.00 day	\$10.94	\$175.00	\$175.00 day	\$15/session	
City	Novi	\$14.06	\$225.00	\$225.00 day	\$10.94	\$175.00	\$175.00 day	\$10/hr	
City	Royal Oak	\$14.06	\$225.00	\$225.00 day	\$9.38	\$150.00	\$150.00 day	\$10/hr	
Twp.	West Bloomfield	\$13.75	\$220.00	\$220.00 day	\$10.31	\$165.00	\$165.00 day	\$20/session	
City	Ferndale	\$13.00	\$208.00	\$13.00 hour	\$11.00	\$176.00	\$11.00 hour	\$25/session	EPB lab \$10 Raising rates before 2020
City	Oak Park	\$12.50	\$200.00	\$200.00 day	\$10.31	\$165.00	\$165.00 day	\$20/session	
Twp.	Bloomfield	\$12.50	\$200.00	\$200.00 day	\$9.38	\$150.00	\$150.00 day	\$10/hr	
City	Birmingham	\$12.00	\$192.00	\$12.00 hour	\$10.00	\$160.00	\$10.00 hour	\$10/session	SuperChair \$15/hr
City	Rochester Hills	\$11.88	\$190.00	\$190.00 day	\$9.69	\$155.00	\$155.00 day	\$15/session	
City	Clawson	\$11.56	\$185.00	\$185.00 day	\$10.31	\$165.00	\$165.00 day	\$20/session	
City	Huntington Woods	\$10.94	\$175.00	\$175.00 day	\$9.38	\$150.00	\$150.00 day	\$20/session	
City	Madison Heights	\$10.63	\$170.00	\$170.00 day	\$9.38	\$150.00	\$150.00 day	\$10/session	
City	Berkley	\$10.06	\$161.00	\$161.00 day	\$8.81	\$141.00	\$141.00 day	\$15/session	
City	Troy	\$12.50	\$200.00	\$10.00 hour + \$40 bonus	\$10.00	\$160.00	\$10.00 hour	\$10/hr	Raising rates in 2019
City	Hazel Park	\$9.38	\$150.00	\$150.00 day	\$8.13	\$130.00	\$130.00 day	\$10/hr	
City	Bloomfield Hills	\$9.38	\$150.00	\$150.00 day	\$7.81	\$125.00	\$125.00 day	\$12.50	
City	Auburn Hills	\$8.44	\$135.00	\$135.00 day	\$8.13	\$130.00	\$130.00 day	\$20/session	
City	Rochester	\$13.13	\$210.00	\$10.00 hour + \$50 bonus	\$10.00	\$160.00	\$10.00 hour		
AVERAGE OF ALL		\$12.27	\$196.30		\$10.04	\$160.60			



MEMORANDUM

Clerk's Office

DATE: September 10, 2019
TO: Joseph A. Valentine, City Manager
FROM: Cheryl Arft, Deputy City Clerk
SUBJECT: Christmas Nativity Display

INTRODUCTION:

The Lutheran Church of the Redeemer has submitted a Special Event application to display the Christmas Nativity in Shain Park **beginning November 27th, 2019 through December 30th, 2019**. Set-up for the event is scheduled for **November 27th** beginning from 8:30 AM-11:30 AM. Tear-down is scheduled for December 30th-31st from 8:30 AM-11:00 AM.

BACKGROUND:

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

There are no known events in Shain Park in November with the exception of the Veterans Day Wreath Laying Ceremony on November 11th, and the arrival of Santa on Saturday, November 30th.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the 2019 Christmas Nativity Display to be displayed beginning November 27th, 2019 through December 30th-31st, with set-up from 8:30 AM-11:30 AM on November 27th. Tear-down is scheduled for December 30th-31st from 8:30 AM-11:00 AM.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on August 19th, 2019. Notification addresses are on

file in the Clerk's Office

3. Hold Harmless Agreement and Certificate of Insurance (city event)
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a special event permit as requested by the Lutheran Church of the Redeemer to display the Christmas Nativity in Shain Park beginning November 27th-December 30th-31st, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

II. EVENT INFORMATION

1. Organization Type Not For profit - church
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
Our Shepherd Lutheran Church, 2225 E. 14 Mile Rd., Birmingham 48009^①
Ascension of Christ Lutheran Church, 16935 W. 14 Mile, Beverly Hills 48025^②
① David Priskorn 248-646-6100 ② Chuck Jackson 248-885-4101
3. Is the event a fundraiser? YES ☐ NO ☒
List beneficiary _____
List expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe This display has been set up in Shain Park every
year since 2006
5. Total number of people expected to attend per day unknown
6. The event will be held on the following City property: (Please list)
☐ Street(s) _____
☐ Sidewalk(s) _____
☒ Park(s) Shain Park
7. Will street closures be required? YES ☐ NO ☒
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]
8. What parking arrangements will be necessary to accommodate attendance? None

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

Describe periodic inspections for damage and burned
out bulbs

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

Describe _____

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

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

13. Will there be signage in the area of the event? YES ☒ NO ☐
Number of signs/banners _____
Size of signs/banners 18" x 48" on front of platform
Submit a photo/drawing of the sign(s). **A sign permit is required.**
Pages 6a, 6b

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

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$350.00/per dumpster per day.	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric) (A)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

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

(A) 1 electric outlet for 6 lighting of display in evening

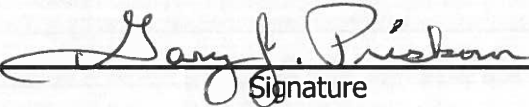
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 2019 Christmas Nativity Display

EVENT DATE Nov. 27, 2019 → Dec. 30, 2019

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

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


Signature

7/10/19
Date

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

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



LUTHERAN CHURCH OF THE REDEEMER

1800 West Maple Road, Birmingham, Michigan 48009

Phone: (248) 644-4010 Fax: (248) 644-1471

July 11, 2019

HOLD-HARMLESS AGREEMENT

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

 July 9, 2019
Applicant's signature

Rev. Randall J. Schlak
Senior Pastor

Rev. Tyler A. Walworth
Associate Pastor

Gary Priskorn
Dir. of Men's & Sr. Ministry

Kitty Sweitzer
Dir. of Women's Ministry

Nicole Olds
Dir. of Children's Ministry

Laura McDonald
Dir. of Family Life/Middle School,
Outreach, Confirmation

Gia Scheidt/Eric Wisniewski
Director/Assistant Director of
High School Ministry

Steven SeGraves
Director of Music

Dr. Sandy Pourcho
Dr. Travis Knight
Resident Counselors

Rose Kiehle
Office Manager

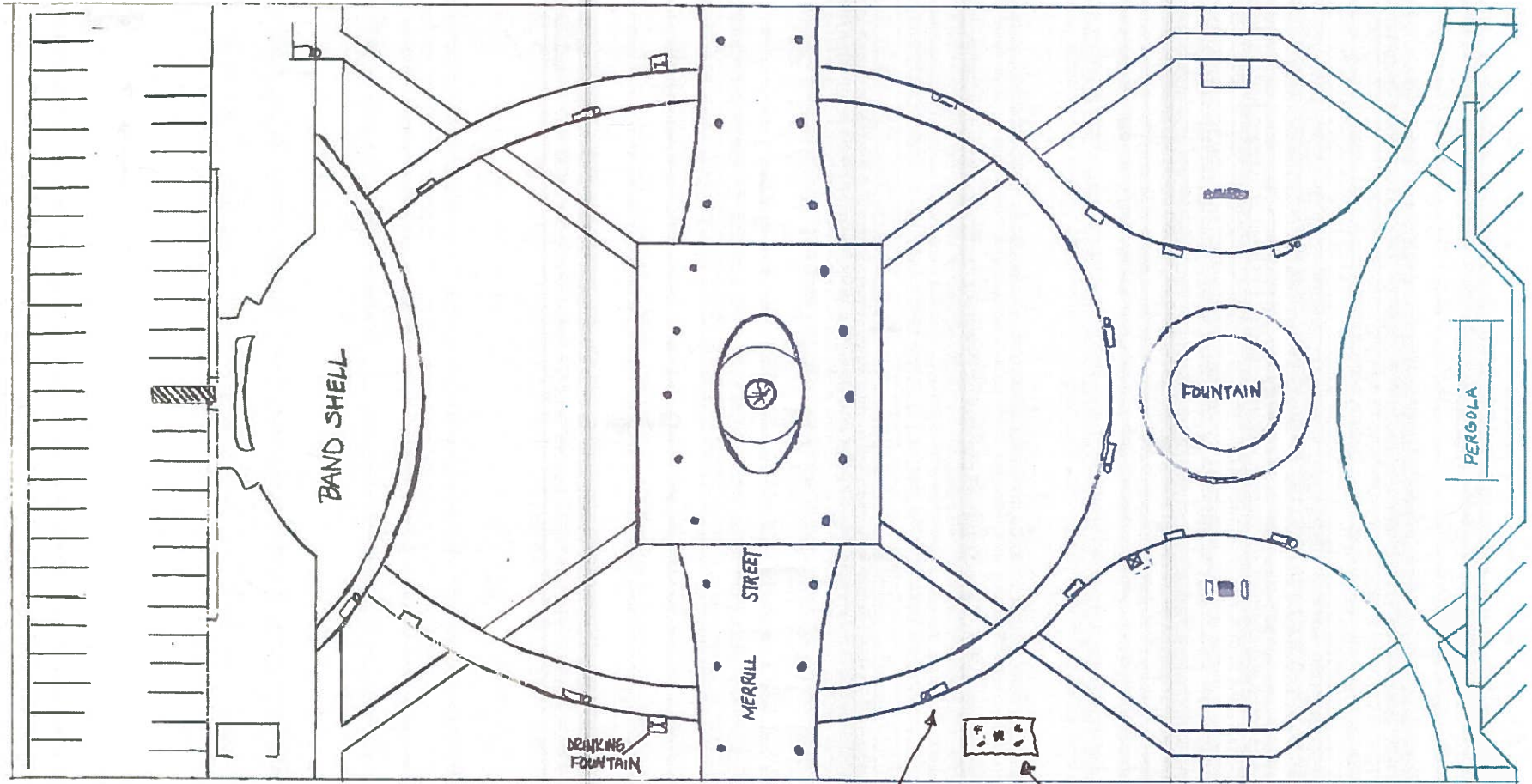
Therese Scheidt
Office Coordinator

Pam Tyndall
Professional Staff/Office Liaison

Lisa Macks
Accountant

Fred Suczynski
Building Manager

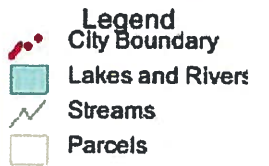
TOWNSEND STREET



HENRIETTA STREET

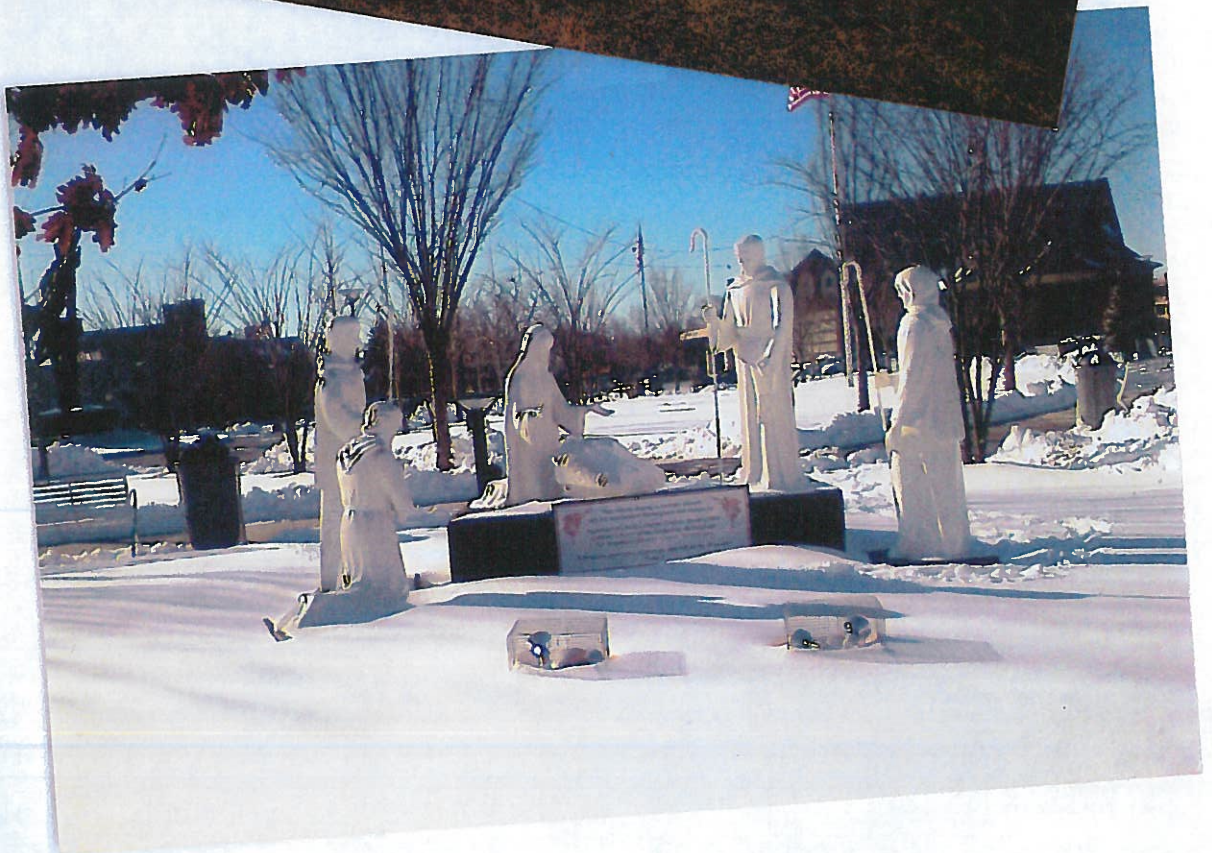
MERRILL STREET

Birmingham Map



DISCLAIMER

The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation of this report, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors, inaccuracies, and omissions can occur. Official versions should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2019

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 Caudill Thornquist Group PO Box 8 Grand Blanc MI 48439		CONTACT NAME: Sara Gil-Lewis PHONE (A/C, No, Ext): (810) 695-0096 E-MAIL ADDRESS: sgillewis@ctgins.com FAX (A/C, No): (810) 695-0945	
INSURED Lutheran Church of the Redeemer 1800 W Maple Road Birmingham MI 48009		INSURER(S) AFFORDING COVERAGE INSURER A: Brotherhood Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		21M299047	12/02/2018	12/02/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 10,000,000
							PRODUCTS - COMP/OP AGG \$ 10,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

This certificate is extended for the upcoming Nativity Scene Event from November 01, 2019 to January 31, 2020 for the named insured above. It is understood and agreed by naming The City of Birmingham as additional insured, coverage afforded is considered to be primary and any other insurance the Insured may have in effect shall be considered secondary and/or excess. The City of Birmingham including all elected and appointed officials, all employees and volunteers, all boards, commissions and or authorities and their board members, employees and volunteers, are named as additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

The City of Birmingham 151 Martin Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE A. Spencer Koulchar
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DEPARTMENT APPROVALS

EVENT NAME 2019 Nativity Scene Display

LICENSE NUMBER #19-00011578

COMMISSION HEARING DATE: Sept. 16, 2019

NOTE TO STAFF: Please submit approval by **July 18, 2019**

DATE OF EVENT: 11/27 – 12/30/19

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No building department involvement		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel will give extra patrol.		\$0	\$0
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	NO STAKES DRIVEN INTO THE GROUND OF ANY TYPE TO HOLD DOWN NATIVITY SCENE. 2). DEPARTMENT REPRESENTATIVE NEEDS TO MEET WITH ORGANIZATION REPRESENTATIVE ON THE PLACEMENT OF THE NATIVITY SCENE, TO AVOID DAMAGE TO PROPERTY, ELECTRICAL, ETC.		\$0	

ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No pavement damage allowed on sidewalks. Maintain pedestrian access on all sidewalks.	None	\$0	\$0
SP+ PARKING					
INSURANCE 248.530.1807	CA	Approved	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than 8/31/19. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 8/31/19.	Applications for vendors license must be submitted no later than N/A.	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$0.00	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

DATE: August 19, 2019

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: 2020 Art Birmingham – May 9th & 10th, 2020

INTRODUCTION:

The Birmingham Bloomfield Art Center submitted a Special Event application to hold the 2020 Art Birmingham event in Shain Park and surrounding streets on May 9th and 10th, 2020. Set-up for the event is scheduled for Friday, May 8th from 5 pm to 10 pm.

BACKGROUND:

The Police Department has reviewed the proposed event details prior to submission for street closures and the need for safety personnel and has approved the details. DPS, Planning, Building, Police, Fire, have indicated their approval. Engineering has noted that Martin St. may be occupied by a valet service due to the Maple Road project. Baldwin Library has noted that Bates Street will be affected by the ongoing construction there through June 2020. The applicants were notified that an alternate plan for that area may be required, and the applicants have proposed the following:

In lieu of closing Martin Street, they will provide five (5) valet locations throughout the City for the weekend of the fair. The valets can be used by anyone coming downtown that weekend. The locations are:

Chester and Maple
Pierce and Merrill
S. Old Woodward and Maple
Brown and Peabody
Hamilton and N. Old Woodward

SP+ Parking has been notified of the event for planning purposes.

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

Farmers Market Celebrate Birmingham	Sundays	Lot 6
Hometown Parade	May 17	Shain Park/Downtown
Lungevity 5K Run/Walk	TBD	Booth Park area

LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the 2020 Art Birmingham special event to be held May 9th and 10th, 2020, with set-up to begin Friday, May 8th between 5 pm and 10 pm. Tear-down will begin at the conclusion of the event on Sunday, May 10th at approximately 5

pm to 9 pm.

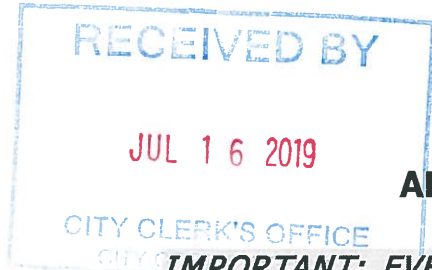
ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on August 27, 2019. Notification addresses are on file in the Clerk's Office
3. Hold Harmless Agreements signed by The Guild of Artists and Artisans, and Birmingham Bloomfield Art Center (Certificate of Insurance due on or before April 23, 2020)
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Bloomfield Art Center to hold Art Birmingham in Shain Park and on the surrounding streets on May 9th–10th, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

20-00011582



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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application July 1, 2019

Name of Event 39th Annual Art Birmingham

Detailed Description of Event (attach additional sheet if necessary) Fine Art Fair featuring approximately 160 professional, jury selected artists, art demonstrations and art activities for all ages. The event is an annual fundraiser for the Birmingham Bloomfield Art Center.

Location In Shain Park and on surrounding streets

Date(s) of Event May 9th & 10th, 2020 Hours of Event Sat 10am-6pm; Sun 10am-5pm

Date(s) of Set-up May 8, 2020 Hours of Set-up 5pm-10pm

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

Date(s) of Tear-down May 10, 2020 Hours of Tear-down 5pm-10pm

Organization Sponsoring Event Birmingham Bloomfield Art Center

Organization Address 1516 Cranbrook Rd., Birmingham, MI 48009

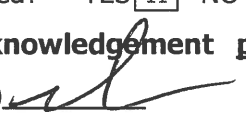
Organization Phone 248-644-0866

Contact Person Annie VanGelderren

Contact Phone 248.644.0866 x108

Contact Email annievangelderen@bbartcenter.org

II. EVENT INFORMATION

1. Organization Type Non-profit
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) The Guild of Artists & Artisans, 118 N. Fourth Ave., Ann Arbor, MI 48104
Karen Delhey, Executive Director, 734.662.3382 x303
Karen@theguild.org
3. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary Birmingham Bloomfield Art Center
List expected income \$30,000
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe This is the 39th Annual Art Birmingham
5. Total number of people expected to attend per day 35,000+
6. The event will be held on the following City property: (Please list)
☒ Street(s) Martin, Bates, & Henrietta
☐ Sidewalk(s) _____
☒ Park(s) Shain Park
7. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) 
8. What parking arrangements will be necessary to accommodate attendance? Exhibitors & Attendees will use city parking lots & structures.

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

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

Describe Trained staff and temporary workers are on site from move-in through move-out to ensure safety and provide maintenance.
Professional security is contracted overnight F/Sat.

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

(Police Department acknowledgement prior to submission of application is required.) (initial here) 

Describe Police & Paramedics

11. Will alcoholic beverages be served? YES ☐ NO ☒

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☒ NO ☐

☒ Live ☐ Amplification ☐ Recorded ☐ Loudspeakers

Time music will begin Noon each day

Time music will end 5pm each day

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

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

Number of signs/banners Approximately 10 portable A-Frames

Size of signs/banners 21"x36"

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

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

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

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

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

III. **EVENT LAYOUT**

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	33	\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	4	\$350.00/per dumpster per day.	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	160	10'x10'
Portable Toilets	10	
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		


SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 39th Annual Art Birmingham

EVENT DATE May 9th & 10th, 2020

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

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


Signature

7-8-19
Date

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

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

Hold Harmless Agreement

To the fullest extent permitted by law, the **Birmingham Bloomfield Art Center** and any entity or person for whom the **Birmingham Bloomfield Art Center** are legally liable, agree 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 connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.



Annie VanGelderen
President and CEO

Date: 7-8-19



July 18, 2019

Hold Harmless Agreement

To the fullest extent permitted by law, **The Guild of Artists & Artisans** and any entity or person for whom **The Guild of Artists & Artisans** are legally liable, agree 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 connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

Karen Delhey

Executive Director

Date: July , 2019

T H E G U I L D O F A R T I S T S & A R T I S A N S

118 N. Fourth Avenue • Ann Arbor, MI 48104-1402
734.662.3382 • Fax: 734.662.0339 • info@theguild.org • www.theguild.org



SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: August 27, 2019

TO: Principal Shopping District Members, Downtown Birmingham Residents,
Interested Parties and Property Owners

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

EVENT INFORMATION

NAME OF EVENT: 39th Annual Art Birmingham
LOCATION: In and around Shain Park (layout enclosed)
DATES/TIMES OF EVENT: Saturday, May 9, 2020, 10am – 6pm and
Sunday, May 10, 2020, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY: A fine art fair featuring the handmade artwork of approximately 160 jury-selected artists. Now in its 39th year, the fair is a key annual fundraiser for the highly respected Birmingham Bloomfield Art Center (BBAC) whose "Art for All" vision delivers arts education and exhibitions to the community it serves. **If you experience any issues during the event, please contact the Birmingham Police Department at [248.530.1889](tel:248.530.1889).**

DATES/TIMES OF SET UP: Friday, May 8, 2020, meters bagged at 3pm with street closings at 5pm and move-in completed by 9pm
DATES/TIMES OF TEAR DOWN: Sunday, May 10, 2020, from 5pm to 9pm

DATE/TIME OF CITY COMMISSION MEETING: Monday, September 16, 2019

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. **A complete copy of the application to hold this special event is available for your review at the city clerk's office (248.530.1880).** To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER: Birmingham Bloomfield Art Center
ADDRESS: 1516 S. Cranbrook, Birmingham, MI 48009
PHONE: 248.644.0866
For Questions on day of Event, Contact: Karen Delhey 734.646.8431

Attachment:
Art Birmingham layout/map

The Birmingham Bloomfield Art Center has been providing “art for all” since 1957 and is a regional non-profit art center committed to promoting the visual arts. The BBAC’s mission is “to connect people of all ages and abilities with visual arts education, exhibitions, and other creative experiences.” Each year more than 500 classes are offered for all skill levels and ages, preschool to senior citizens. Throughout the year, more than 9,000 individuals are served by classes, workshops, art camps, ArtAccess programs, special events and exhibitions (that are free and open to the public). The BBAC also supports hundreds of artists each year, with opportunities to teach, exhibit and sell their work.

EDUCATION

More than 500 classes and workshops are offered each year at the BBAC for adults and youth as young as three years old. Curriculum includes painting, drawing, ceramics, jewelry and metalsmithing, printmaking, sculpture, weaving, book arts, and more, and student artists range from the novice to the notable. There are always introductory or sampler classes for those with artistic desire who may not know exactly what they want to pursue.

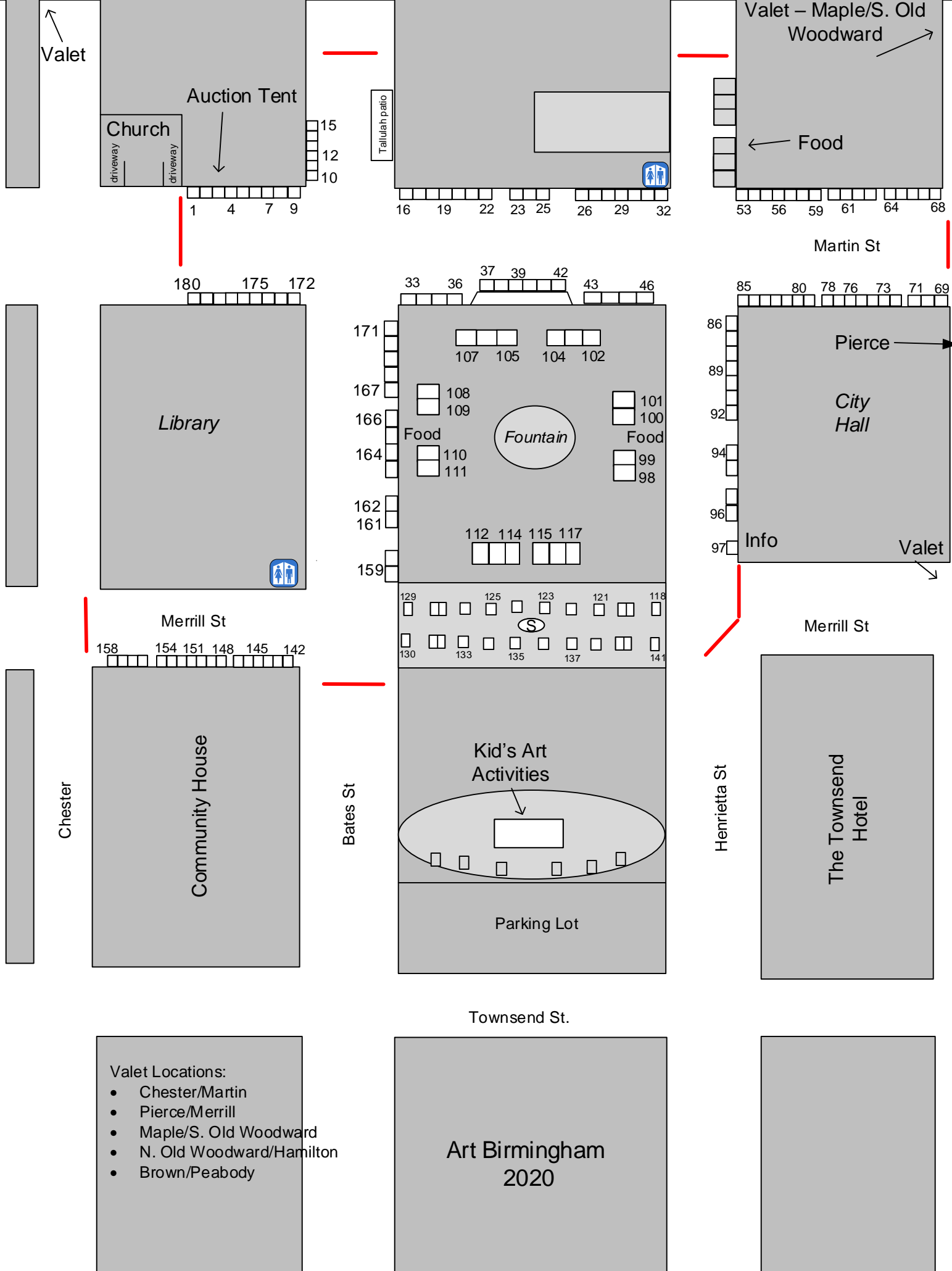
EXHIBITIONS

- There are five distinct gallery spaces at the BBAC, each with a new exhibit about every eight weeks, and all are free and open to the public. Exhibiting artists range from “master” to emerging, and media includes painting, sculpture, fiber, and more. The BBAC is committed to providing its students with authentic exhibiting experience, and dedicates one gallery to adult student shows. The newest and fifth gallery is expressly dedicated to the work of ArtAccess participants and the youngest student artists.

OUTREACH

Since 2008, BBAC ArtAccess programs support the art center’s vision of “art for all” by striving to provide the transformative power of art to those who may have limited access, bringing meaningful hands-on experiences to those otherwise lacking the means to create and connect to the world of visual arts.

- **Meet Me @ the BBAC** – In 2013, the BBAC launched a new access program based on *Meet Me at MoMA*, created by The Museum of Modern Art (NYC), offering interactive gallery and art-making sessions for individuals with early- and mid-stage Alzheimer’s or dementia along with their caregivers.
- **Art of Caregiving** – New in 2016, the BBAC’s latest community outreach program offers a series of art workshops for caregivers of the elderly and people with Alzheimer’s/dementia – all free.
- **ArtBridge: Bridging High School to College to Careers in Visual Arts** – Aiming to help young people realize their educational and artistic career aspirations, ArtBridge is a comprehensive program that prepares motivated students by confirming and building their skills, making sure art fundamentals are well covered, providing college selection guidance and mentoring, and assisting with digital portfolio preparation. Thanks to funding from private foundations, each year dozens of motivated Detroit students considering art as a career participate in this program for no cost.
- **ArtBridge in Detroit: MacDowell Preparatory Academy** – In 2016, the BBAC adopted a Detroit middle school which had to eliminate all arts from its curriculum in 2010. We provide weekly art classes for all grades, including professional instructor and materials, plus a weekly after-school gathering to create art – all at no cost to the school or students.
- **Studio 1** – Addresses visual art education for special needs populations of all ages including historically underserved individuals and groups with unique physical, emotional, or developmental needs. By working with partner organizations, those who serve people with special needs of many kinds, the BBAC promotes multiple levels and cross-sectors of collaboration.
- **Sundays @ the Center** - Focusing on multi-generational programming, we offer monthly drop-in workshops, with two options for authentic art-making, led by an artist instructor. The cost is nominal and all materials are provided.
- **Seniors @ the Center** - Also offered monthly are drop-in visual art workshops that correspond to this age group, designed to teach a genuine art project each time. The cost per person is nominal, and participants range from individuals to groups from assisted living facilities.



DEPARTMENT APPROVALS

EVENT NAME ART BIRMINGHAM

LICENSE NUMBER #20-00011582

COMMISSION HEARING DATE: SEPTEMBER 16, 2019

NOTE TO STAFF: Please submit approval by **JULY 24, 2019**

DATE OF EVENT: 5/9-10/2020

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	All tents must be weighted down.		\$169.43	
FIRE 101-000.000-634.0004 248.530.1900	JMC	<ol style="list-style-type: none">1. No Smoking in any tents or canopy. Signs to be posted.2. All tents and Canopies must be flame resistant with certificate on site.3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents.4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.		\$45	

- | | | | | | |
|--|--|--|--|--|--|
| | | <ol style="list-style-type: none">5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal.6. Pre-event site inspection required.7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.9. Cords, hoses, etc. shall be matted to prevent trip hazards.10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.12. A permit is required for Fire hydrant usage.13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.14. Provide protective barriers between hot surfaces and the public.15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire | | | |
|--|--|--|--|--|--|

		<p>extinguisher in addition to the ABC Extinguisher.</p> <p>16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the Fire Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.</p>			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and barricades		\$1500	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	Trash boxes, set-up, barricade placement, dumpsters		\$2,300	
ENGINEERING 101-000.000.634.0002 248.530.1839	AF	This event will occur during the Maple Road project. Some of the requested areas (along Martin St. & north of Martin St.) may be occupied by Valet (yet to be determine). Clerk note: Baldwin Library construction will also affect Bates Street through June 2020.	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807	CA	COI must be submitted. Hold Harmless Agreements in file.	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 8/27/19. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 4/23/20.	Applications for vendors license must be submitted no later than 4/23/20.	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$4,014.43	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____



MEMORANDUM

Engineering Department

DATE: September 10, 2019

TO: Joseph Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Local Agency Pavement Warranty Program

INTRODUCTION:

As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT).

BACKGROUND:

The resulting Michigan Local Agency Pavement Warranty Program is the statewide recommended format that local agencies can use for hot mix asphalt (HMA) and plain jointed concrete paving projects on public roads and streets, if they opt to utilize a warranty on a project. This Warranty Program must be adopted by every community no later than September 18, 2019, and every community must consider a warranty on each project utilizing any state or federal funding (includes Act 51 money) that also includes \$2 million or more in paving-related components (i.e. aggregate base, pavement surface and curb and gutter). Communities must annually report on projects with \$2 million or more in paving-related items, regardless of whether they implemented a warranty or not.

The overall goal of the Michigan Local Pavement Warranty Program is to have one standardized method for applying pavement warranties on local agency projects, which provides a consistent, quantifiable and transparent program that pavement contractors can recognize and implement.

This program will have little or no effect on future City projects as the only project in recent memory that this would apply to was the 2018 Old Woodward (Phase I) project. This does not apply to the Maple Road (Phase II) project as the paving-related components are well under the \$2 million threshold. This requirement could come into play for the Old Woodward (Phase III) project, as the City is only required to consider using the warranty program. The City maintains the right to not use the Local Warranty Program on any given project, but must annually report all projects to MDOT that meet this criteria and state whether or not a warranty will be included with the project. If not, specific reasons must be provided. Examples of possible reasons a warranty would not be used are; cost prohibitive, potential reduction of contractors willing to provide a warranty, etc....

LEGAL REVIEW:

No legal review required at this time.

FISCAL IMPACT:

While there is no fiscal impact at this time, the Engineering Department will monitor projects bid by other agencies to determine the average cost impacts such warranties will have.

SUMMARY:

The first resolution states that the City is adopting the Michigan Local Agency Pavement Warranty Program and the second resolution states that the City agrees to implement a warranty program consistent with the guidelines approved by MDOT.

ATTACHMENTS:

- MML Letter dated October 25, 2018 (2 pages)
- Warranty Guidelines, dated September 19, 2018 (37 pages)
- Local Agency Contract Form (1 page)
- Local Agency Warranty Bond Form (1 page)

SUGGESTED ACTION:

To adopt the Michigan Local Agency Pavement Warranty Program resolution in accordance with MCL 247.663.

AND

To adopt the resolution agreeing to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

RESOLUTION TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

NOW THEREFORE BE IT RESOLVED, the City of Birmingham hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663;

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of City of Birmingham's meeting on September 16, 2019.

RESOLUTION TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the City of Birmingham adopted the Michigan Local Agency Pavement Warranty Program on September 16, 2019;

WHEREAS, the City of Birmingham agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds;

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project;

WHEREAS, the City of Birmingham agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which City of Birmingham's adopted Implementation Policy defines the City of Birmingham's intent of its pavement warranty program;

NOW THEREFORE BE IT RESOLVED, the City of Birmingham hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

2018 OCT 29 PM 1:02

October 25, 2018

Dear Ms. Pamela B. Smith:

As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT).

The resulting **Michigan Local Agency Pavement Warranty Program** is the statewide accepted format that local agencies can use for hot mix asphalt (HMA) and plain jointed concrete paving projects on public roads and streets, if they opt to utilize a warranty on a project. **This Warranty Program must be adopted by every community no later than September 18, 2019, and every community must consider a warranty on each project utilizing any state or federal funding that also includes \$2 million or more in paving-related components. Communities must annually report on projects with \$2 million or more in paving-related items, regardless of whether they implemented a warranty or not.**

To assist with the adoption of the Warranty Program, the League has set up a Local Agency Pavement Warranty Program webpage where you can download all the information necessary to adopt the program. <http://www.mml.org/advocacy/pavement-warranty/>

The overall goal of the Michigan Local Pavement Warranty Program is to have one standardized method for applying pavement warranties on local agency projects, which provides a consistent, quantifiable and transparent program that pavement contractors can recognize and implement.

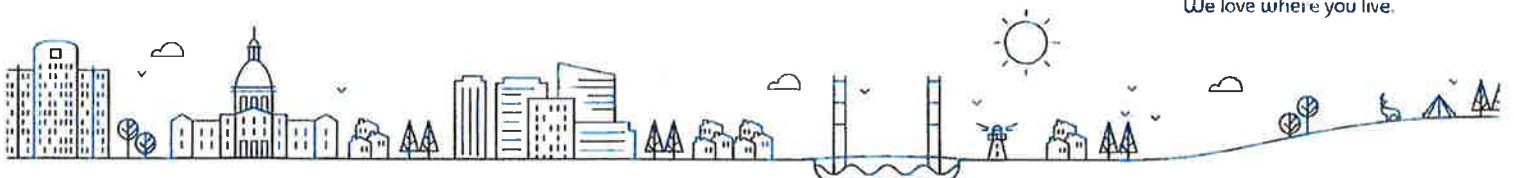
Program Components

The Local Pavement Warranty Program, as approved by MDOT, consists of the following documents and they can be found on the League's Local Agency Pavement Warranty Program webpage:

- Special Provisions (Boilerplate, Concrete, HMA, Location and a Pass-Through Warranty Bond)
- Warranty Bond Form and Contract Form
- Guidelines for Local Agency Pavement Warranty Program

The Program was developed over the last 30 months by the Local Agency Pavement Warranty Task Force including representatives of the Michigan Municipal League, County Road Association, MDOT, Federal Highway Administration-Michigan, Michigan's Local Technical Assistance Program (LTAP), municipal road agencies, legal counsels and industry representatives.

We love where you live.



Timeline for Warranty Policy Adoption

Local Pavement Warranty Program developed by the Task Force **must be adopted by your community on or before September 18, 2019.**

To adopt the Pavement Warranty Program, each community should adopt two separate Resolutions. First, a **Resolution to Adopt a Local Pavement Warranty Program** (*sample template and corresponding documents can be found on the League's webpage*) is needed to adopt the Local Agency Pavement Warranty Program and its accompanying documents. Second, a **Resolution to Implement a Local Pavement Warranty Program** (*sample template can be found on the League's webpage*) that defines the agency's intent to apply the warranty program consistent with the Local Agency Pavement Warranty Guidelines and report annually on each project that includes \$2 million or more in paving-related components *and* includes any state or federal funds.

The goals of the Local Agency Pavement Warranty Program are to meet the legislative mandate to implement it, as well as to standardize review and oversight of pavement warranty projects, and to have a program that is transparent and uniform for private-sector contractors.

To find the sample Resolutions and corresponding documents, please visit the League's Local Agency Pavement Warranty Program webpage. <http://www.mml.org/advocacy/pavement-warranty/>

Future Warranty Education Programs

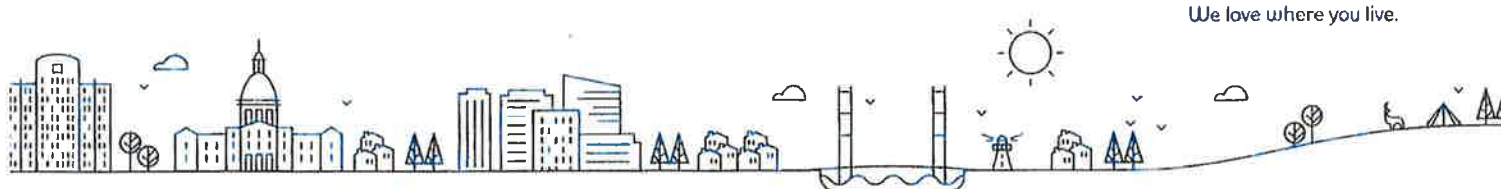
The Warranty Task Force has obtained a FHWA grant of \$74,000, which its Education Subcommittee will use to work with the Michigan Local Technical Assistance Program (LTAP) to conduct education and training sessions. Training will be designed for elected/appointed officials, administrators, as well as managers/directors, engineers and engineering technicians in both onsite sessions and online webinars during 2019. The League will work with LTAP to publicize these sessions.

If you have any questions about the Local Pavement Warranty Program, please contact John LaMacchia at (517) 908-0303 or at jlamacchia@mml.org.

Sincerely,



Daniel P. Gilmartin
Executive Director and CEO
Michigan Municipal League



GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

By
CRA Engineering Committee
Local Agency Pavement Warranty Task Force

Revised 8-13-2018

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PREFACE- Intent of the Local Agency Warranty Program

The Legislature (P.A. 175 of 2015) requires each local road agency to adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation. Warranties have the potential to improve the quality of road projects, benefitting the drivers, taxpayers and road agencies of Michigan

The intent of the Local Agency Pavement Warranty Program is to provide a warranty program that all local agencies can use for all hot mix asphalt and plain jointed concrete paving projects on public roads and streets. This pavement warranty program was created by the Local Agency Pavement Warranty Task Force, to establish a common pavement warranty program for all local agencies in Michigan. The goals of this Local Agency Pavement Warranty program is to standardize the review, to provide oversight of pavement warranty projects, and to make this program more transparent and uniform for private sector contractors.

This Local Agency Pavement Warranty Program is available for all local road agencies if they choose to use it. Local road agencies vary dramatically in size and sophistication; therefore the Local Road Warranty Task Force developed a warranty program to address the capabilities of the rural, the mid-sized urban and the large urban agencies. This approach provides a warranty program that meets the intent of Public Act 175 of 2015 (MCL 247.662 and 247.663), and provides all local road agencies with a pavement warranty program that provides value to the public.

The Local Road Warranty Task Force recognizes there may be substantial benefits and public confidence resulting from a comprehensive pavement warranty program. However, the existing pavement structure, drainage and planned improvements for each project will need to be evaluated on an individual basis to critically assess a justification or basis for a pavement warranty. Road agencies should anticipate increased project costs related to higher bid prices and costs for the warranty administration such as: pavement monitoring, defect documentation, official notifications, joint field inspections; defect remediation and dispute resolution.

The intent of this GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM, is to provide an overview and guidance on implementing a pavement warranty project. This guideline is intended for local agency use and it not intended to be a contract document.

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

Pavement Warranty Reporting and General Warranty Project Selection

According to PA 175 of 2015, all local road agencies must submit an annual report to the state for all projects where the pavement-related bid items exceeded \$ 2 million, regardless of whether or not the agency included a pavement warranty on the project. Each local road agency must submit and maintain its records to comply with the reporting requirements included in Appendix E.

The Task Force determined that the Legislature's intent for local pavement warranties is to provide assurances to elected officials and taxpayers in the use of the new funds arriving for road and bridge infrastructure. Assurances which include that local road projects would be held to a higher standard in the future.

At the same time, there are logical explanations why a local road agency may choose to not require a warranty such as unjustifiably higher costs for a warranted project that may or may not be affordable to the community and may or may not be justified by the scope of the project; recognition of a limit to the contractor's ability to bond for every project; some projects are simple preservation or resurfacing over an existing imperfect road base wherein the contractor cannot control such pre-existing conditions; and many other engineering factors that indicate a pavement warranty would not serve the taxpayer's best interests. Whether or not a warranty is selected on a project with \$2 million in pavement related items, this must be reported to the Legislature on an annual, state fiscal year basis.

The Legislature had the wisdom to specify that warranties would be left to the discretion and justification of the local road agency and its road engineering expertise. Agencies can waive a pavement warranty with a written justification. The agency's written justification identifies reasons such as project appropriateness, scope and type of project improvements, why this is in the best interest of the local agency, project cost justification, and effectiveness of the warranty provisions. It is highly recommended for all local road agencies with paving projects where the engineer's opinion of cost exceeds \$ 1.8 million in pavement related items that serious consideration should be given to include the pavement warranty special provisions in the project proposal prior to advertisement.

The Task Force does not believe the Legislature intended every local new construction, reconstruction, rehabilitation, and overlay road project to be warranted, and thus included the \$2 million threshold. Because pavement is the road component most likely to fail – and the area most aggravating to the motoring public – the Task Force believed the Local Pavement Warranty Program was intended to focus on pavement-related items. The Task Force has relied on customary and basic engineering principles in defining pavement-related items that are recommended for consideration of a warranty. As a result of the Local Agency Warranty Task Force believes the Michigan Legislature intended a local road agency to use its best judgment in requiring a warranty, consistent with the scope of the intended project and the ability to enforce it.

This Local Agency Pavement Warranty Program considers the vast array of project types and sizes. Local road agency projects often involve short stretches of pavement resurfacing to address a surface condition or safety concern. These types of projects are accomplished with very limited budgets, often with funding from non-MTF sources. In addition, often these types of projects do not address the subgrade, existing aggregate base or drainage systems; which all are major factors in determining the longevity of a pavement surface. If the road segment may

be subjected to a significant amount of overloads (higher than average daily truck counts and/or heavier than normal axle loading) during the anticipated warranty term, the road may not be a good candidate for pavement warranties. Therefore, the Local Agency Pavement Warranty Program is recommended for road segments designated as “all-season road” which are designed for year-round normal loading.

While the law indicates where possible a pavement warranty shall be secure when the paving project exceeds \$2 million, the Task Force recognizes project bids are often 10 percent over the engineer’s opinion of cost, and that a warranty requirement cannot be retroactively applied to a road project after the bids are opened. Thus, the Task Force has recommended the more conservative \$1.8 million engineer’s opinion of cost for pavement related items, as the point when the local agency decides if the warranty special provisions are included in the bid documents, rather than the \$2 million stated in the law.

The Task Force believes the Michigan Legislature was speaking in the context of new Michigan Transportation Funds for roads, which are exclusively state revenue sources, when it included the Local Agency Pavement Warranty Program alongside the new funding legislation in the 2015 Transportation Package. It also seems clear the Legislature was speaking not just to the new transportation funds, but also to the other road funds under its control, which includes the federal funds flowing through MDOT to the local road agencies.

The Local Agency Pavement Warranty Program also recognizes that if the only source of revenue for a local road agency paving or reconstruction projects is entirely locally derived revenue (non- Act 51 or Federal Funds) such as local general fund, millage revenue, special assessment districts or other locally raised revenue; then these projects will not be subject to the Local Agency Pavement Warranty Program reporting requirements.

It’s important to note that this Local Agency Pavement Warranty Program may also be used by that local road agency on any paving project regardless if the \$2 million dollar threshold for pavement related items has been reached or not. This approach ensures that Local Pavement Warranties can be used on any project with any funding source, including Michigan Transportation Funds, and can utilize the same requirements to provide greater understanding and transparency to contractors, stakeholders and the public.

Warranty Contract Process

For those construction projects advertised and let through the MDOT Local Agency Programs, the construction contract is between the prime contractor and MDOT. The prime contractors’ surety company names MDOT as the obligee in the performance bond in the original contract. For Local Agency Pavement Warranty projects, an additional warranty contract and pavement warranty bond will be required prior to award, see Appendix D. The bid proposal shall include a contract consistent with the model contract and bond form shown in Appendix D. These documents will serve as the contract and warranty bond between the local road agency and the paving contractor for the warranty work. The warranty bond will be provided by the paving contractor in the name of the local road agency.

The MDOT Local Agency Agreement will reference the local road agency’s responsibility to administer the warranty portion of the contract. Upon the acceptance of the construction work, the prime contractor’s contract and performance bond with MDOT will be released and no longer in effect. At this point the warranty contract and warranty bond are triggered to begin the new contract for the warranted work during the warranty term.

The local road agency will be solely responsible for administering the warranty contract, inspection of warranted work during the warranty period, approving remediation work and seeking resolution through the warranty bond if the contractor is unresponsive in performing corrective work and declaring acceptance of all warranted / corrective work at the end of the warranty period.

General Guidelines of Local Road Agency Warranties

These General Guidelines are recommended for all local road agencies administering pavement warranties for public road and street construction contracts. The responsibility and authority for administering pavement warranties rest with the road owner and/or the local road agency that conducted the construction administration phase of the project.

To determine the pavement-related cost for a hot mixed asphalt pavement warranty project, the Local Agency is required to prepare an opinion of cost for all of the pavement-related items which include: the pavement, curb, shoulders, aggregate base, subbase and underdrain pay items. To determine the pavement-related cost for concrete pavements, the local road agency engineer is required to prepare an opinion of cost for all of the pavement-related items which include: pavement, curb, shoulders, joint sealing, dowel bars, load transfer devices, aggregate base, subbase and underdrain. If the total estimated cost of these pavement-related items exceeds \$1.8 million in the opinion of the Engineer, the local road agency should review the existing pavement variables, stated in the "Pavement Warranty Reporting and General Warranty Project Selection" section of this document, to determine if the pavement warranty special provisions should be included in the bid documents.

The contractor is responsible for correcting defects attributable to elements within the contractor's control. Each warranty specification includes condition parameters and distress thresholds to provide a basis for evaluating the warranted work. Each distress parameter includes threshold limits that, if exceeded during the warranty period, would trigger notifying the contractor to participate in a joint field investigation. Depending on the outcome of the investigation the contractor may be required to prepare a remediation plan to correct distresses that are attributable to its materials and/or workmanship or there may be a call for further investigation. If the agency and the contractor cannot agree, either side can call for a Conflict Resolution Team to resolve the dispute as described in the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Once a remediation plan is agreed-to by the local road agency and the contractor, the corrective action shall be performed. The corrective actions and/or repairs shall be performed to correct deficiencies in the warranted work in order to achieve acceptance at the end of the warranty period. If the contractor fails to perform the remediation work within specified timeframes, the local road agency shall notify the surety company to perform the work. Further, if a defect is declared as an imminent safety problem by the agency, the local agency may complete the work and seek reimbursement from the contractor or submit a claim against the warranty bond.

All required corrective action must be performed by the contractor at no cost to the owner. The condition parameter thresholds and warranty requirements may vary depending on the date the specification was developed; type of warranty; and the application to the construction work. It is important, therefore, to refer to the specific warranty special provision in the contract when administering warranties.

The warranty administration phase should follow the documentation procedures outlined in Appendix A, B, C, D and E of these guidelines. The warranty administration can be performed by qualified local agency staff members or under a consultant service contract.

Warranty Documents

The Local Agency Pavement Warranty consists of the warranty contract and warranty bond as well as the appropriate special provisions:

- Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty
- Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavement
- Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement
- Local Road Agency Special Provision for Pavement Warranty Information

The Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty establishes the common terms and definitions applied to pavement projects requiring a warranty. The Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavements warrants the Local Road Agency against specific defects in HMA pavements. The Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement warrants the Local Road Agency against specific defects in concrete pavements. Local Road Agency Special Provision for Pavement Warranty Information provides the beginning and ending locations for warranted work and the applicable warranty work requirements special provision.

Under the Local Agency Pavement Warranty special provisions the Prime Contractor is responsible for correcting defects in the pavement caused by elements within the contractor's control (i.e., the materials supplied, the workmanship, etc.), during the warranty period. The Pavement Warranty Contract Provisions and Warranty Bond may pass through to subcontractors, and with this the responsibility to correct warranty defects, at the direction of the Prime Contractor and upon written notice to the agency prior to the start of the work.

The contractor assumes no responsibility for defects that are design related unless the paving contract is design-build. When a defect is attributable to the materials and/or workmanship and/or the design, the responsibility for correcting the defect (or defects) will be shared by the agency and the contractor. The contractor is responsible for the percentage of fault attributable to the workmanship and/or materials, and the agency is responsible for the percentage of fault attributable to the design. Note: The agency may elect to require the contractor to provide the pavement design(s) in the contract documents and specifications. In this case, the Contractor shall also be responsible for the percentage of fault attributable to the pavement design.

Warranty Process

The process flow charts as shown in Appendix A describe the steps involved in the warranty administration process. The warranty term begins with the acceptance of the warranted work during construction of the project. Warranty Administration involves periodic condition inspections of the mainline pavement areas throughout the warranty term; joint field inspections; documentation of findings, official notifications; joint determination of defects; initiation of corrective action, inspection & documentation of the corrective action taken, filing those inspection reports as necessary, and if necessary a conflict resolution process. If at any time, a safety issue or significant defect is observed or reported, prior to a scheduled inspection, an interim inspection will be initiated by the agency. If emergency repairs are determined to be necessary the agency can perform these repairs without altering the contractor's responsibilities under the warranty contract.

A joint field review between the local road agency and the warranty contractor may be held to verify and confirm of findings documented during the various inspections. MDOT should be included in any official communication dealing with the warranty if the construction project had MDOT oversight. The findings of the final inspection at the end of the warranty term are distributed to the owner, (and MDOT if construction had MDOT oversight), the warranty contractor and the Surety Company.

The appeal process, when needed, involves assembling a conflict resolution team (CRT) to conduct investigations as needed to determine distress cause & effect and establish concurrence between the local agency and the warranty contractor regarding warranty compliance issues. More on the CRT can be found in the section j, Correction of Defects of the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

The final step of the process, after the project or warranty work has been deemed acceptable is closing out the warranty project through notification of the contractor, the bonding company and Local agency's Finance and /or Administration Division.

Rights and Responsibilities of the Local Agency

The agency administering the project should inform the appropriate local road agency maintenance staff about sections of roadway incorporated in a warranty contract. The local road agency has the right to perform, or have performed, routine and emergency reactive maintenance during the warranty period. Major planned maintenance projects conducted during a warranty period need to be evaluated in terms of possible impact to the ongoing warranty coverage.

If corrective work is required to bring the project back into compliance with the requirements found in the warranty special provisions; the local agency in charge of the construction project must approve the schedule, materials and methods of construction repair. If the contractor is unable to comply with this provision, or fails to comply with it to the local agency's satisfaction, the local agency reserves the right to arrange for the work to be completed at the contractor's expense. If this action by the local agency is required, it will in no way relieve the contractor from meeting the warranty requirements stated in the project documents.

The rights and responsibilities are further detailed in Section e, Rights and Responsibilities of the Agency in the Local Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Rights and Responsibilities of the Contractor

The contractor must provide a written work plan for any necessary corrective warranty work. A request for a work permit must be submitted through the local road agency's permit process and work should be coordinated with the construction inspection agency if different from the local agency issuing the permit. All corrective warranty work should be completed within the warranty term. If scheduling conflicts necessitate corrective work being completed outside of the warranty term, the local road agency shall be notified as soon as the contractor is aware of the conflict.

The rights and responsibilities of the contractor are further detailed in Section f. Rights and Responsibilities of the Contractor in the Local Agency Special Provision for Hot Mix asphalt and Concrete Pavement Warranty.

Supplemental Lien Bonds and Liability Insurance

In addition to the warranty bond that is in place, if corrective work is necessary the contractor must furnish supplemental lien bond to the local agency covering the corrective work. The Engineer is responsible for estimating the amount of the supplemental lien bond required. The amount should be approximately equal to the dollar amount of the corrective work. The contractor must also have liability insurance in place prior to performing corrective work during the warranty period. The contractor should not be allowed on-site to perform corrective work during the warranty period until the supplemental lien bond is in place and the proper insurances verified. Depending on the nature and scope of the corrective work, the local agency may waive this supplemental lien bond, but not the liability insurance.

Warranty Inspections

Warranty inspections are limited to only mainline pavement areas. There are two types of inspections conducted during the warranty period. The cursory inspection is a simplified inspection to quickly identify segments in the project that may have distresses that exceed threshold values. This cursory inspection normally does not require a lane closure and is conducted from the roadway shoulder estimating distress lengths and widths. The detailed inspection requires direct measuring and reporting of all observed distress in each segment. Traffic control may be required to complete the detailed inspection.

The minimum inspection frequency for the various warranty provisions are specified in the applicable warranty inspection guidelines, see Appendix B. The minimum number of inspections is dependent upon the warranty duration. The local road agency may elect to perform additional inspections over & above the recommended minimum interim inspections. The suggested time frames in the inspection guidelines allow local road agencies to notify the contractor regarding warranty compliance. Interim inspections may be delayed if weather makes it difficult to inspect the road or creates an unsafe condition. Final inspections shall be completed in a timely manner to ensure that there is enough time to document any thresholds that exceed the condition thresholds and notify the contractor prior to the expiration of the warranty.

The designation of lanes during the warranty inspection shall be detailed adequately so that it is clear to all involved in the warranty process which lane is being referenced. If necessary, a sketch should be included. It is important to use the same lane numbering designation for all inspections conducted throughout the warranty period.

If defects are found in any inspection, they should be carefully and accurately documented, even if the severity or number does not meet the threshold to require corrective work. These notes shall be kept in the inspection files and reviewed prior to all future inspections of the work. The inspectors of the work should pay specific attention to areas previously noted, record those defects, and list any changes in those defects differing from the last inspection.

Correction of Defects

If inspections during the warranty term show a defect has exceeded the allowable threshold as defined in either the Hot Mixed Asphalt or Concrete Warranty specification, the contractor shall be notified of the finding. The agency should call for a joint field investigation to determine the cause of the defect, and to discuss the best possible remediation of the problem. If additional forensic investigation is desired, the scope of the investigation, party or consultant to conduct

the investigation, and the cost split shall be agreed to by the engineer and contractor prior to scheduling the investigation.

If the contractor and engineer are in agreement, the Engineer shall send notice to contractor in writing the defect(s), location(s), recommended remediation and a request for a schedule to complete the work. The contractor will reply back to the Engineer, copying the local agency (and MDOT if MDOT had original construction oversight) with a schedule to complete the work. The local agency will issue a permit to the contractor to complete the warranty work according to the Local Agency's Right-of-way permit policy. The contractor will complete the work under the inspection of the Engineer.

If the contractor and engineer disagree, then a Conflict Resolution Team (CRT) may be convened. The CRT will be made of:

- One (1) member selected, and compensated by the agency.
- One (1) member selected and compensated by the contractor.
- One (1) member mutually selected by the Agency and the contractor.
Compensation for the third party member will be equally shared by the agency and the contractor.

At least two members of the CRT must vote in favor of a motion to make a decision. If the CRT decides to conduct a forensic investigation, the CRT will determine the scope of work and select the party to conduct the investigation. All costs related to the forensic investigation will be shared proportionately between the contractor and the agency based on the determined cause of the warranty defect condition.

Emergency Repairs

When the agency determines that emergency repairs of the warranted work are necessary for public safety, the agency or its agent may take immediate and sufficient repair action to address the imminent danger and to safeguard the traveling public. Prior to emergency repairs of warranted work, the agency will document the basis for the emergency action. In addition, the agency will preserve all documentation of the defective condition, including failed materials samples if applicable.

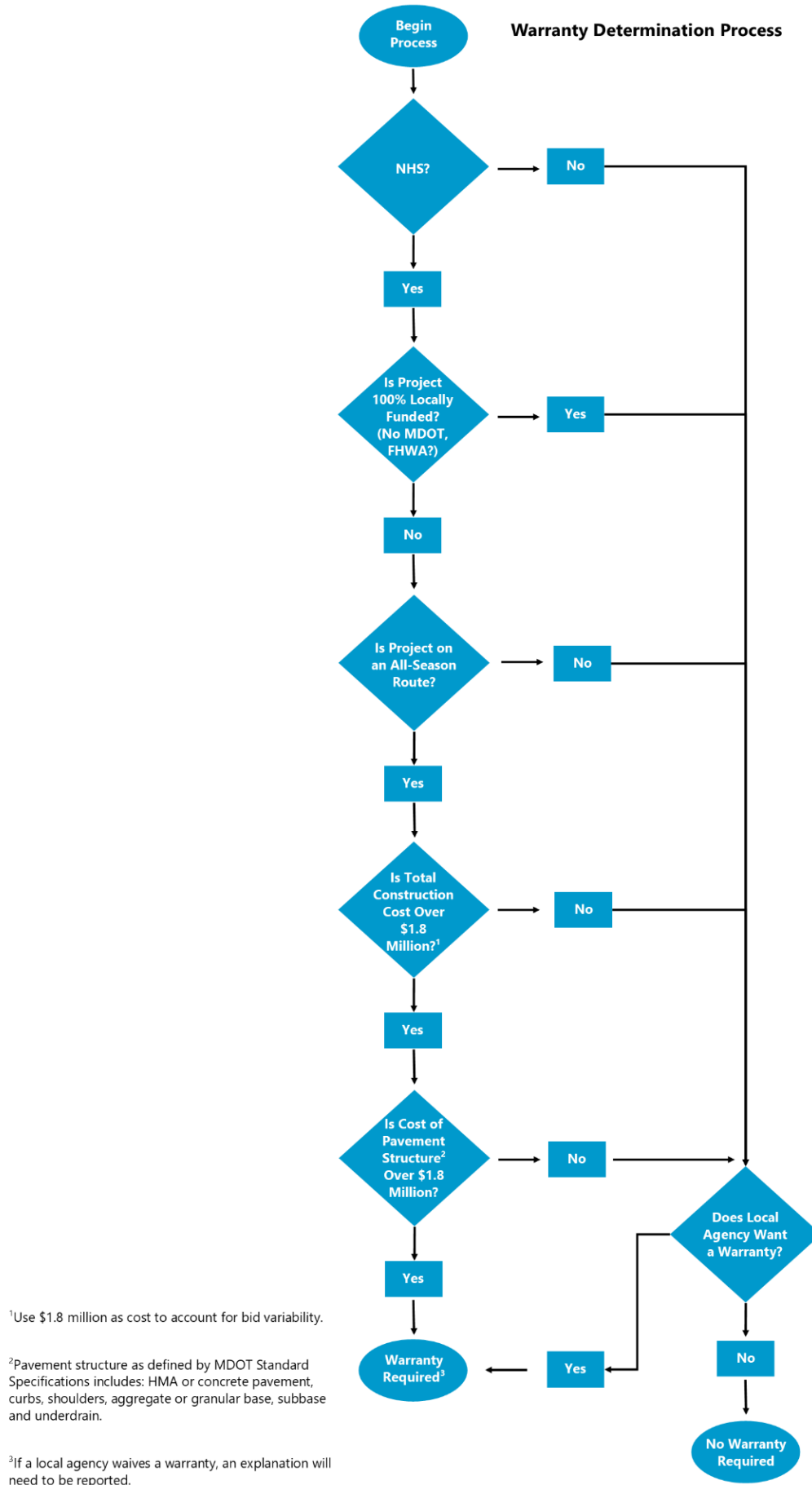
Once the imminent danger to the public has been addressed, the local road agency shall notify the contractor to explain the situation, identify the work temporarily done by the agency, and to what further actions need to happen to return the warranted work and pavement to threshold compliance. A joint inspection may be called to investigate the situation.

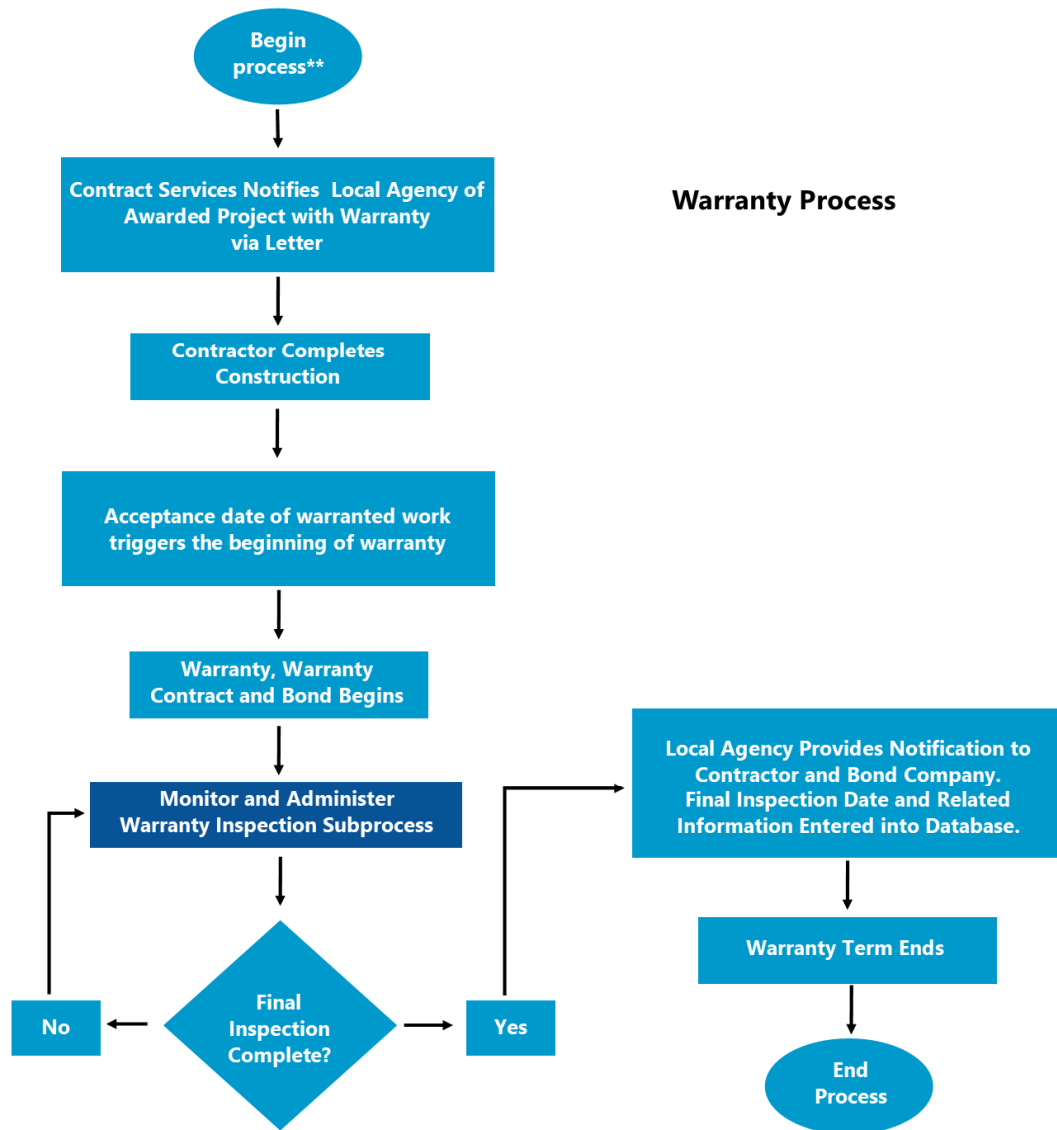
The emergency repairs of warranted work by the contractor must be authorized by the agency's engineer.

Should the contractor be unable to perform the emergency repair to the agency's satisfaction and/or within the time frame required by the agency, the agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the contractor from meeting the warranty requirements. Any costs associated with the emergency repairs will be paid by the contractor when due to a cause from defective materials and/or workmanship.

APPENDIX A

Flow Charts

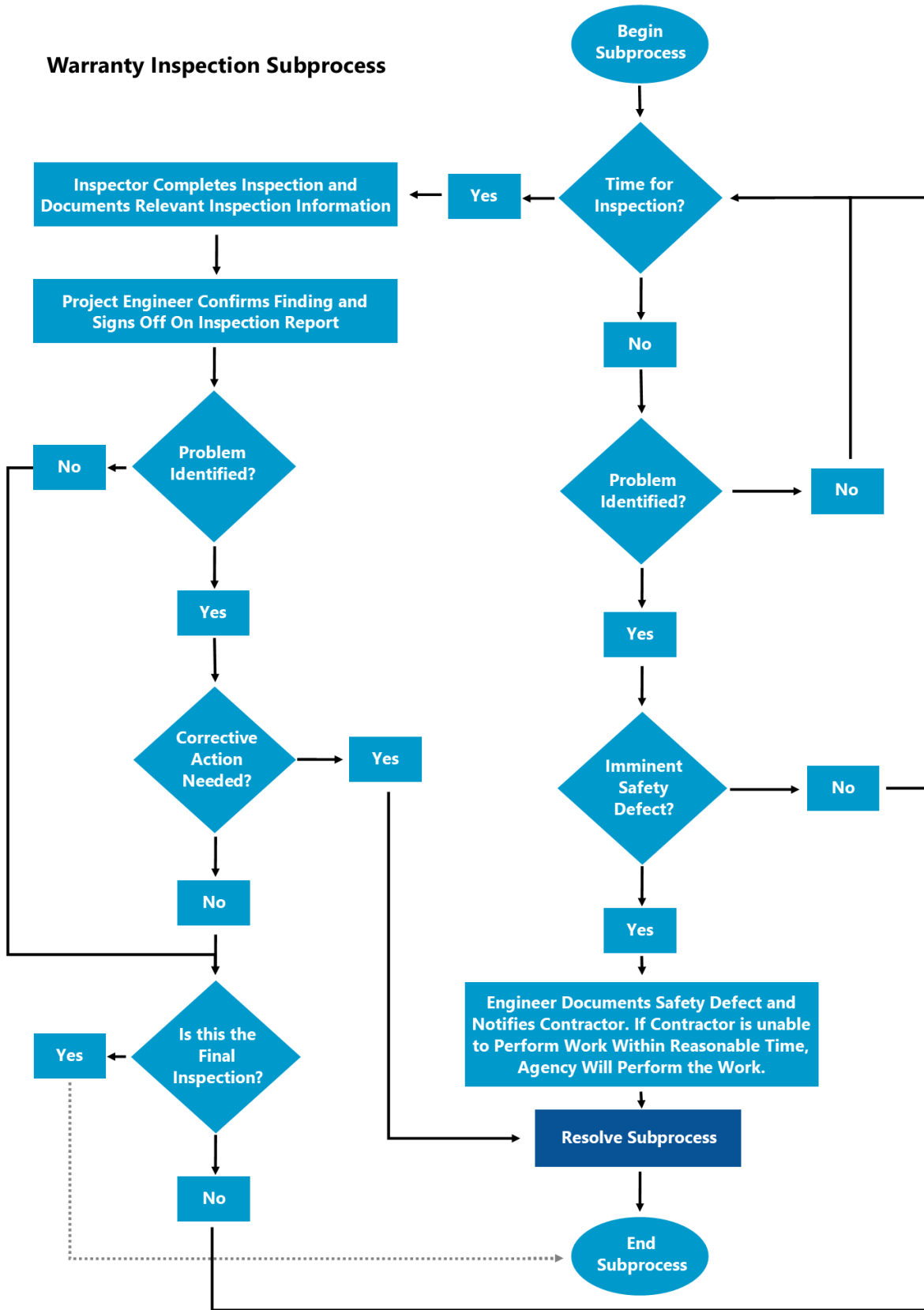




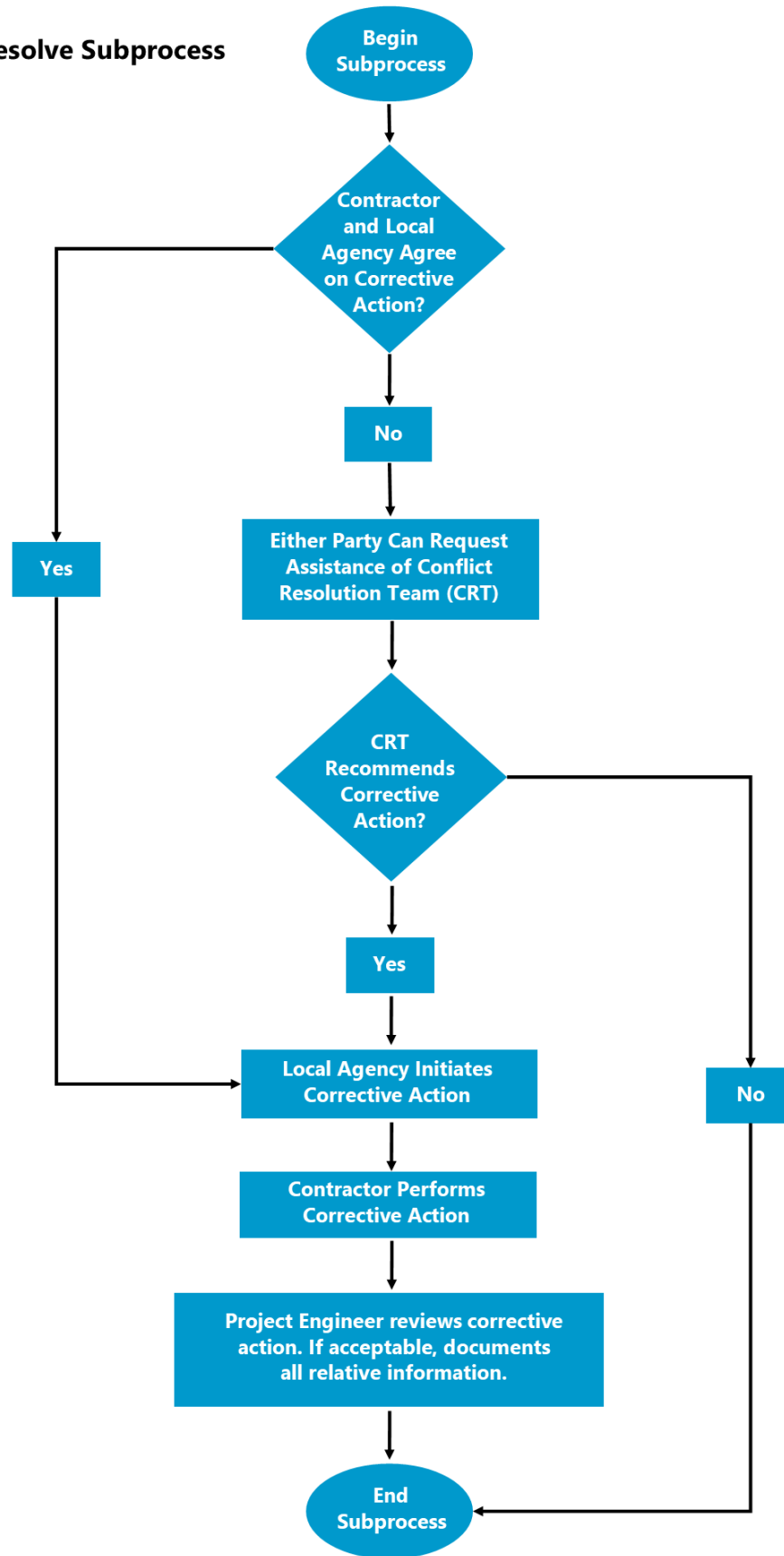
**This is the process if MDOT has oversight and/or MDOT let bid.

If project is locally let, with no MDOT oversight, the local agency shall determine the process.

Warranty Inspection Subprocess



Resolve Subprocess



APPENDIX B

Inspection Guidelines

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA NEW CONSTRUCTION / RECONSTRUCTION

Warranty period: 5 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a

particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any single segments.
 - b. Longitudinal Cracking exceeds 10 percent of the segment length (53 feet within 528 feet) for any single segments.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and

- b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false:
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
**HMA CONSTRUCTION OVER AGGREGATE BASE
WITHOUT BASE OR DRAINAGE IMPROVEMENT**

Warranty period: 3 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 32 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet

thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this “straightedge” across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a “windshield” survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment..
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.

- g. Any amount of alligator cracking.
- 4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
- 5. If **all** conditions above are false,
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

- 1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
- 2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
- 3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
- 4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
- 5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
- 6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA OVERLAY

Warranty period: 1 Year

Inspection Period Begins: Final - 10 months after Initial Acceptance
(Local Agency may do additional inspections such as at 6 months after initial acceptance, after spring break up, etc.)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure:

1. Perform **overview inspection**. Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required**. Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Only count cracks that are not “reflective” from a prior crack or joint. Count all transverse cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Only count cracks that are **not** “reflective” from a prior crack or joint. Count all longitudinal cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.

5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.
7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 3 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 3 segments. Ignore all reflective cracking. All reflective cracking shall be ignored as these will not count against the allowable amount.

- c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above (in item 2) is estimated to be true:
- a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false,
- a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
NEW/RECONSTRUCTED JOINTED PLAIN CONCRETE PAVEMENT

Warranty period: 5 Years

Inspection Period Begins: Interim -30 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

- Notes:**
1. **Segment** - 528 feet in a specific driving lane. For inspection a segment begins at the point where the joint sealant failure or pavement distress begins to appear and extends for 528 feet from that point.
 2. **Slab** - The pavement outlined between consecutive transverse joints and longitudinal joints or a longitudinal joint and the outer pavement edge. Segments consist of one or more slabs.
 3. **Driving Lanes** - Each of the following is considered a Driving Lane.
 - a. Each individual mainline lane.
 - b. The sum of all ramp lanes and associated acceleration/deceleration lanes.
 - c. The sum of all auxiliary lanes, such as passing lanes and turn lanes.
 4. **Condition Parameters** - Each condition parameter has a threshold level applied to each segment and a maximum number of defective segments before corrective action is required. A segment is defective if the threshold level is exceeded.
 5. **Longitudinal Joint Designation** - All inspections relate to the driving lane as defined in the warranty special provision. For tallying joint sealant failure and pavement distress (spalling), consider the entire perimeter of the slab in all cases. The condition parameter of the full joint associated with the slab being evaluated is considered even though two adjacent slabs may share the same interior longitudinal joint.
 6. The contractor will not be required to take corrective measures as a result of the interim inspection unless the Engineer determines emergency repairs are needed for public safety. Any faults or distresses noted will be logged and verified with the final inspection.

- Procedure:** For both **INTERIM & FINAL** inspections
1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
 2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Overview Inspection Procedure:

1. Review any notes from previous inspections of the work.
2. Perform a “windshield” survey of the entire project length. Inspect all driving lanes. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. Estimate the distress quantity. Also include a description of distress in general terms (i.e. minor amounts of longitudinal cracking; every joint has loss of sealant).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. If this is an **interim** or other non-final inspection, Put notes in file and STOP HERE.
4. If this is the final inspection, estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 2 total for any 1 segment. (2 cracks within 528 feet).
 - b. Longitudinal Cracking exceeds 5 percent (5%) of the segment length (26 feet within 528 feet) for any 1 segment.
 - c. Map Cracking exceeds 10 percent (10%) of the segment area (632 square feet within 528 longitudinal feet assuming 12 foot lane width) for any 1 segment.
 - d. Spalling exceeds 10 percent (10%) of each slab. Can be non-contiguous. Include all 4 sides of the slab.
 - e. Scaling exceeds 15 percent (15%) of the slab area.
 - f. Corner cracking exceeds 1 for any 1 segment.
 - g. Joint Sealant failure exceeds 10 percent (10%) total joint length in a segment. Include both longitudinal & transverse joints
 - h. Any shattered slabs.
5. If any condition above is true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
6. If all conditions above are false and this is the final inspection, recommend Final Acceptance.

Detailed Inspection Procedure: This will be done at **FINAL** inspection when distresses are estimated to be at threshold levels, and at **INTERIM** inspections as directed by the engineer.

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.

2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. Map Cracking
 - d. Spalling
 - e. Flushing
 - f. Scaling
 - g. Joint sealant failure
 - h. Shattered slabs
4. Determine if any of the threshold limits for the various distresses are exceeded.
5. Warranty work is required at those segments for which any of the threshold limits are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

APPENDIX C

Inspection Forms

Under Development

The inspections forms have not been developed to-date; the Task Force Education Committee is working with LTAP to create inspection forms compatible with the RoadSoft program to enable tracking the warranty inspection forms to the actual location along a road segment

APPENDIX D

Model Pavement Warranty Contract and Bond Forms

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PASS-THROUGH WARRANTY BONDS

LM

1 of 1

9/5/2017

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the Local Agency. Ensure the bonds meet the requirements of Michigan law and of the Local Agency and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the Local Agency consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the Local Agency a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the Local Agency prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the Local Agency beyond the obligations undertaken in the prime contract. The purpose of the Local Agency accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the Local Agency would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

**<local agency name>
LOCAL AGENCY
PASS-THROUGH WARRANTY BOND**

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS

That we, _____ (hereinafter called the "Principal" and
_____ (hereinafter called "Surety") a corporation duly
organized under the laws of the State of _____ and duly licensed to transact business in the
State of Michigan, are held and firmly bound unto the _____
(hereinafter called the "Obligee"), in the sum of \$ _____
dollars for the payment of which sum well and truly to be made, we, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee,
under Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop
during the period of ____ years beginning the date of the Acceptance Date of Warranted Work by the
Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal
shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make
good at its own expense any and all defects in materials or workmanship in the said work which may
develop during the period specified above or shall pay over, make good and reimburse to the said
Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said
Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and
effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written
statement of the particular facts showing such default and the date thereof shall be delivered to
the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his
representative shall learn of such default and that no claim, suit or action by reason of any default
of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of
the warranty period as herein set forth.

Signed by: _____ day of _____ 20_____.

Contractor _____

By _____

Surety _____

By _____

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____ is executed on the date signed below by the _____ of the <local agency name> between the Warranty Contractor, Prime Contractor and the Local Agency in conjunction with the execution of this contract ID number, _____ between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Local Agency under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Local Agency under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Local Agency consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and to the Local Agency for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Local Agency under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Local Agency fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name: _____

Local Agency: _____

Date: _____

APPENDIX E

Reporting Forms

Under Development

Local Road Agencies Warranty Program Reporting

We have partnered with the Transportation Asset Management Council to modify the Investment Reporting Tool to provide an open and transparent reporting method for each local transportation agency. The reporting fields will be enabled as soon as the Local Agency Pavement Warranty Program is approved by MDOT

We have also partnered with the Michigan Technological University - CTT to modify the Roadsoft Program to provide a common data entry method for each local road agency. The Roadsoft warranty data fields will be imported into the TAMC ITR module to provide a statewide presentation of the warranty projects that exceed the \$ 2,000,000 threshold.

APPENDIX F

Education and Training

Under Development

Education of Local Road Agencies on Local Pavement Warranty Program

Since the passage of the 2015 Transportation Package, the CRA has been informing its members of the coming warranty requirement; the *Engineering Updates* provided by the CRA-MML Engineering Specialist have also described the imminent Local Pavement Warranty Program. The CRA provided updates about the Local Pavement Warrant Program at its nine regional Council meetings during fall-winter 2017-2018; at its County Engineers Workshop in February 2018; at its Highway Conference in March 2018, and at its Road Commissioners Conference in April 2018. The CRA is also developing this Guidance Document on Local Pavement Warranties to serve as the training manual for. The CRA has scheduled and dedicated a large portion of its annual 2017 Law Symposium to a session on Implementing the New Local Pavement Warranties on December 5, 2017; speakers include the legal counsel from the Road Commission for Oakland County and CRA-MML Engineering Specialist Steve Puuri. The CRA-MML Engineering Specialist Steve Puuri and two bond counsel representatives provided an update at the Michigan Concrete Association.

In addition, the Local Pavement Warranty Task Force has created an Education Committee that has been developing model agency adoption resolutions and training materials. The Task Force has partnered with the Local Technical Assistance Program to develop and conduct training program for decision makers and project staff. The Education Committee is poised to distribute adoption and training materials upon approval of the Local Agency Pavement Warranty Program by MDOT. Finally, the Task Force has developed this Guidance Document to assist local agency decision makers and project staff with implementing their Local Agency Pavement Warranty program.

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____ (Contract) is executed on the date signed below by the <Chairman of the Board?, Manager? Superintendent?> of the <local agency name> (Local agency) between the Warranty Contractor, Prime Contractor and the Department in conjunction with the execution of this contract ID number, between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, (Warranted Work), described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Department under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Department under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Department consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Department under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Department fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name _____

Local agency _____

Date: _____

<local agency name>
LOCAL AGENCY

PASS THROUGH WARRANTY BOND

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called the "Principal" and _____ (hereinafter called "Surety") a corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of Michigan, are held and firmly bound unto the <local agency name> (hereinafter called the "Obligee"), in the sum of \$ _____ dollars for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee, under Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop during the period of _____ years beginning the date of the Acceptance Date of Warranted Work by the Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his representative shall learn of such default and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the warranty period as herein set forth.

Signed this _____ day of _____ 20____.

Contractor _____

By _____

Surety _____

By _____



MEMORANDUM

Human Resources

DATE: July 29, 2019

TO: Joseph A. Valentine, City Manager

FROM: Benjamin I. Myers, HR Manager *BIM*

SUBJECT: Certification of Compliance with State of Michigan Public Act 152 of 2011

BACKGROUND:

Since 2012, Michigan public employers have annually certified compliance with Public Act 152, the Publicly-funded Health Insurance Contribution Act, in order to maintain eligibility for state funding. Previously, this was a requirement for statutory revenue sharing disbursements tied to the Economic Vitality Incentive Program (EVIP) which has been discontinued. Now, the Michigan Department of Transportation (MDOT) uses PA 152 compliance for distribution of federal funds. Certification of compliance is required by September 30th of each year to guarantee eligibility for road funding in the current fiscal year.

ALTERNATIVES FOR COMPLIANCE:

A local unit of government may comply with the Act by adopting any one of the following options:

1. Adopt a limitation on flat dollar amounts of employee medical costs by establishing the hard dollar caps set forth by the Michigan Department of Treasury for single coverage, 2-person coverage, and family coverage.
2. Adopt a limitation on a percentage of the total annual medical costs by establishing a maximum employer contribution of 80%.
3. Opt-out by exempting itself from the requirements of the Act by 2/3 vote of the governing body.

CONSIDERATIONS:

Since 2012, the City has elected to exempt itself from the requirements of the Act as its compliance alternative. This has been due to employee concessions in health care, which were initiated several years ago with increased cost sharing on the part of employees through increasing deductibles, co-insurance and co-pays. This has continued, and is continuing, with the objective of managing health care costs.

HR RECOMMENDATION:

HR recommends a continuation of the current strategy with the City certifying compliance with Public Act 152 by selecting the exemption alternative for the 2019 year, via MDOT Form 2068 (attached). A 2/3 vote by the City Commission is required.

SUGGESTED RESOLUTION:

To authorize the City's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, to direct the City Engineer and Finance Director to sign and submit the required form to MDOT.

PUBLIC ACT 51, SECTION 18j, MCL 247.668j
Annual Certification of Employee-related
Conditions

CERTIFICATION YEAR _____

CITY OR VILLAGE NAME _____

Beginning September 30, 2015, and annually each September 30 thereafter, certification must be made for compliance to Section 18j(1) of Public Act 51 of 1951, MCL 247.668j(1). A local road agency must certify that it has (a) developed an employee compensation plan for its employees as described OR (b) the local road agency must certify that medical benefits are offered to its employees or elected public officials in compliance with the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569, or, that it does not offer medical benefits to its employees or elected public officials.

☐ Compliance with(1)(a)
I certify compliance with MCL 247.668j(1)(a).
Our compensation plan for employees meets the minimum criteria of MCL 247.668j (a)(i - iv).

☐ Compliance with (1)(b)
I certify compliance with MCL 247.668j(1)(b), and as such, offer one of the following:

☐ I certify that medical benefits are offered to employees or elected public officials in compliance with the publically funded health insurance contribution act, 2011 PA 152; **or**

☐ I certify that the local road agency has exempted itself from the publically funded health insurance contribution act, 2011 PA 152; **or**

☐ I certify that medical benefits are not offered to employees or elected public officials.

☐ Non-compliance with (1)(a) or (1)(b)
I certify that we are not in compliance with MCL 247.668j(1).
I understand that failure to comply with certification of (a) or (b) of MCL 247.668j(1) may result in the withholding of all or part of the distributions made to this local road agency from the Michigan Transportation Fund.

This form must be signed by the Street Administrator and the Treasurer or Financial Director.

SIGNATURE		SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE	DATE	TITLE	DATE

Due Each September 30

Return the completed form to:

Michigan Department of Transportation, Financial Operations Division, P.O. Box 30050, Lansing, MI 48909, **OR**

Email to: MDOT-Outreach@michigan.gov, **OR**

Fax to: (517) 373-6266



MEMORANDUM

City Attorney's Office

DATE: August 27, 2019

TO: Joseph A. Valentine, City Manager

FROM: Timothy J. Currier, City Attorney

SUBJECT: Stay Agreements

INTRODUCTION:

The City has historically implemented programs to retain senior staff members that are eligible for retirement in order to allow for successful transitions within various departments. These programs have included the Deferred Retirement Option Program (DROP), which has since ended, and subsequently the use of stay agreements to ensure efficient transitions within operations. Both arrangements have served the City well in developing strong transitions in leadership where senior staff became eligible to retire, but were willing to stay and assist the City in successful transitions and development of less senior staff members. The inducement to have these employees continue with the City was to increase their deferred compensation programs for a period of time. The deferred compensation programs are also part of the compensation which is calculated in the final average compensation for employees. For this reason, all deferred compensation programs must be ratified by the City Commission. Since the inception of this program, it appears the ratification by the City Commission has not been included as part of the compensation recommendations. Our office has been asked to review these agreements and our recommendation is to ratify these agreements at this time.

LEGAL REVIEW:

The City Attorney's office has reviewed the Stay Agreements and find they need to be ratified by the City Commission.

FISCAL IMPACT:

There will be no adverse fiscal impact to the City by ratifying these agreements, which have been in place for some time.

SUMMARY:

We are requesting that the City Commission vote to ratify the Stay Agreements for John Connaughton dated September 28, 2011 with extension dated February 8, 2018; Sharon Ostin dated December 20, 2011; and, Carlos Jorge dated November 23, 2015, October 2, 2017 and December 17, 2018.

ATTACHMENTS:

Stay Agreements for John Connaughton, Sharon Ostin and Carlos Jorge.

SUGGESTED RESOLUTION:

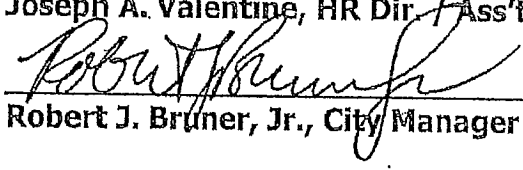
To approve the Agreements for John Connaughton dated September 28, 2011 with extension dated February 8, 2018; for Sharon Ostin dated December 20, 2011; and Carlos Jorge dated November 23, 2015, October 2, 2017 and December 17, 2018.

MEMORANDUM

DATE: September 28, 2011

TO: John Connaughton, Assistant Fire Chief

FROM: Joseph A. Valentine, HR Dir. / Ass't City Manager

Approved: 
Robert J. Bruner, Jr., City Manager

SUBJECT: Stay Agreement

The City Manager has reviewed your letter of August 11, 2011 requesting consideration of your retirement eligibility and possible incentive for your participation in the succession planning with the Fire administration for the next several years. Your interest in continuing with the Fire Department administration for an additional 6 to 7 years, given your current 31 years of service is commendable.

In consideration of your request the City Manager has considered the following:

1. You have provided over 30 years of service to the Birmingham Fire Department and are currently eligible for retirement.
2. The Chief will be leaving the department in four years (2015).
3. You are currently the only Assistant Chief in the Fire Department.
4. Your interest in continuing in the Fire Department administration for an additional 6 to 7 years allows for the a successful transition in the Fire administration.
5. Prior incentives to retain department leadership to allow for succession planning are no longer available.

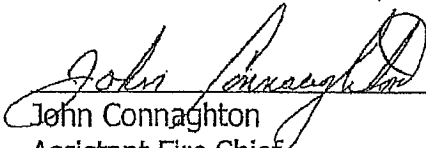
In consideration of the above, the City Manager has approved the following outline for a continued employment succession plan for you.

1. Beginning January 1, 2012 and continuing until the Chief retires, you agree to work with the Chief in learning all aspects of the Administrative duties covering department.
2. Beginning January 1, 2012 and continuing until Chief retires, you will work with the Fire Officers to develop the leadership of the department.
3. Beginning January 1, 2012, for each consecutive year you work, you will be eligible for a deferred compensation payment as outlined below.
4. It is understood participation in this arrangement is not a commitment to the appointment of Fire Chief.
5. The City Manager may terminate this arrangement at any time, if the City Manager determines the arrangement is no longer beneficial for the City.

Compensation Adjustment for participation in succession planning.

1. For all hours worked following January 1, 2012 a pro-rated bi-weekly contribution will be made to your ICMA-RC 457 account equal to the 2011 annual maximum contribution limits (\$22,000) less all deductions required by law for each year of consecutive service up to five years (2012-2017).

Your signature below acknowledges your acceptance of this arrangement.



John Connaghton
Assistant Fire Chief

10-4-2011

Date



CITY OF BIRMINGHAM FIRE DEPARTMENT

572 SOUTH ADAMS • BIRMINGHAM, MICHIGAN 48009 • 248.530.1900 FAX 248.530.1950

February 7, 2018

To: Yvonne Taylor, HR Manager
From: John M. Connaughton, Fire Chief
Re: Stay Agreement

The Stay Agreement I had with the City of Birmingham expired in 2017. In lieu of my upcoming retirement, December 2018, I would request an extension of the Stay Agreement until December 31, 2018.

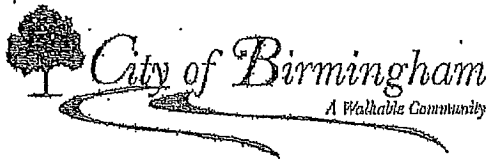
Thank you,

John M. Connaughton

JOHN M. DONOHUE
ASSISTANT CHIEF / OPERATIONS

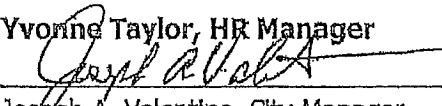
JOHN M. CONNAUGHTON
FIRE CHIEF

JOEL CAMPBELL
ACTING FIRE MARSHAL



MEMORANDUM

Human Resources

DATE: February 8, 2018
TO: John Connaughton, Fire Chief
FROM: Yvonne Taylor, HR Manager
APPROVED: 
Joseph A. Valentine, City Manager
SUBJECT: Extension of Stay Agreement

The City Manager has reviewed your correspondence of February 7, 2018 requesting an extension of your stay agreement, which expired on December 31, 2017, as incentive for your participation in the Fire administration succession planning.

In consideration of your request, the City Manager has considered the following:

1. You have provided over 37 years of service to the City of Birmingham Fire Department, and are currently eligible for retirement.
2. Your interest in continuing with the City until December 31, 2018 allows for a successful transition in Fire Department administration.
3. Your retirement at this time would be detrimental to effective City operations.
4. Prior incentives to retain department leadership to allow for succession planning are no longer available.

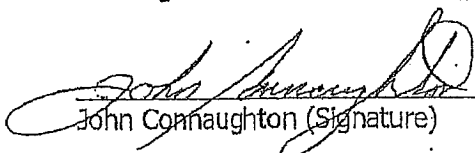
In consideration of the above, the City Manager has approved the following outline for a continued employment succession plan for you:

1. Until your anticipated retirement on December 31, 2018, you will continue to work with the Assistant Fire Chief and Fire Officers on leadership development and transition plans.
2. Beginning January 1, 2018 until the earliest of December 31, 2018 or your actual retirement date, you will be eligible for the deferred compensation payment as outlined.
3. It is understood that this arrangement is not a commitment to appoint an internal candidate upon your retirement.
4. The City Manager may terminate this arrangement at any time, if the City Manager determines that the arrangement is no longer beneficial to the City.

Compensation for participation in succession planning:

1. For all hours worked beginning January 1, 2018, pro-rated bi-weekly contributions will continue to be made to your ICMA-RC 457 account, equal to an annual contribution amount of \$22,000 - less all deductions required by law, until the earliest of December 31, 2018, or your actual retirement date.

Your signature below acknowledges your acceptance of this arrangement.


John Connaughton (Signature)

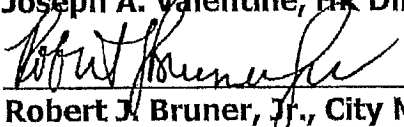
2-8-2018
Date

MEMORANDUM

DATE: December 20, 2011

TO: Sharon Ostin, Finance Director/Treasurer

FROM: Joseph A. Valentine, HR Dir. / Ass't City Manager

Approved: 
Robert J. Bruner, Jr., City Manager

SUBJECT: Stay Agreement

The City Manager has reviewed your correspondence of December 14, 2011 requesting consideration of your retirement eligibility and possible incentive for your participation in the succession planning with the Finance and Treasury Departments for the next several years. Your interest in continuing with the Finance Department for an additional 5 to 6 years, given your 31 years of eligible service is commendable.

In consideration of your request the City Manager has considered the following:

1. You have provided over 22 years of service to the City of Birmingham and are currently eligible for retirement with 31 years of service credit.
2. Your retirement at this time, given your role as Finance Director/Treasurer, would be detrimental to City operations.
3. You are the only Department Head in this situation.
4. Your interest in continuing with the City for an additional 5 to 6 years allows for the a successful transition in the Finance Department.
5. Prior incentives to retain department leadership to allow for succession planning are no longer available.

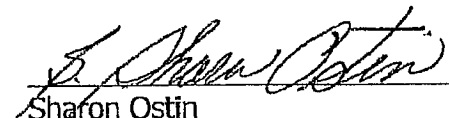
In consideration of the above, the City Manager has approved the following outline for a continued employment succession plan for you.

1. Beginning January 1, 2012 and continuing until December 31, 2017, you will work with the Finance and Treasury Department staffs to develop the leadership of these departments.
2. Beginning January 1, 2012 and continuing until December 31, 2017, for each consecutive year you work, you will be eligible for a deferred compensation payment as outlined below.
3. It is understood this arrangement is not a commitment by the City Manager to appoint an internal candidate upon your retirement.
4. The City Manager may terminate this arrangement at any time, if the City Manager determines the arrangement is no longer beneficial for the City.

Compensation Adjustment for participation in succession planning.

1. For all time worked following January 1, 2012 a pro-rated bi-weekly contribution will be made to your ICMA-RC 457 account equal to the 2011 annual maximum contribution limits (\$22,000) less all deductions required by law for each year of consecutive service up to five years (2012-2017).

Your signature below acknowledges your acceptance of this arrangement.



Sharon Ostin
Finance Director/Treasurer

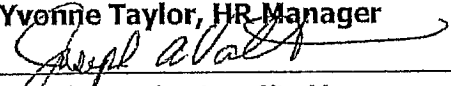
12-20-2011

Date



MEMORANDUM

Human Resources

DATE: November 23, 2015
TO: Carlos Jorge, Maintenance Superintendent
FROM: Yvonne Taylor, HR Manager
APPROVED: 
Joseph A. Valentine, City Manager
SUBJECT: Succession Planning

The City Manager has reviewed your correspondence of November 13, 2015 requesting consideration of your retirement eligibility and possible incentive for your participation in City Hall Maintenance succession planning for the next 3 years. Your interest in helping to ensure a smooth transition is commendable.

In consideration of your request, the City Manager has considered the following:

1. You have provided over 15 years of service to the City of Birmingham.
2. Your retirement at this time would be detrimental to City maintenance operations.
3. Your interest in continuing with the City for an additional 3 years allows for a successful transition in City facilities maintenance operations.
4. Prior incentives to retain department leadership to allow for succession planning are no longer available.

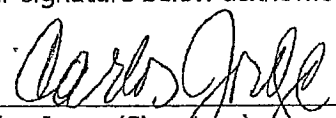
In consideration of the above, the City Manager has approved the following outline for a continued employment succession plan for you:

1. Beginning December 1, 2015 through October 31, 2018, you will work on the transition and succession plan, and the projects you have outlined.
2. Beginning December 1, 2015 through October 31, 2018, for each consecutive year you work, you will be eligible for the deferred compensation payment outlined below.
3. It is understood that this arrangement is not a commitment to appoint an internal candidate upon your retirement.
4. The City Manager may terminate this arrangement at any time, if the City Manager determines that the arrangement is no longer beneficial to the City.

Compensation for participation in succession planning:

1. For all hours worked beginning December 1, 2015, a bi-weekly contribution of \$300 (per Payroll schedule) will be deposited into your ICMA-RC 457 account, less all deductions required by law, during each consecutive year of service up to October 31, 2018.

Your signature below acknowledges your acceptance of this arrangement.



Carlos Jorge (Signature)


12-9-15

Date



MEMORANDUM

Human Resources

DATE: October 2, 2017
TO: Carlos Jorge, Maintenance Superintendent
FROM: Yvonne Taylor, HR Manager
APPROVED: 
Joseph A. Valentine, City Manager
SUBJECT: Succession Planning

During preparation of your performance evaluation for the period of 7/1/2016 through 6/30/2017, you requested reconsideration of your current succession planning incentive previously approved on 12/1/2015. The current incentive expires on 10/31/2018 and includes a bi-weekly deposit of \$300.00 to your ICMA-RC 457 Deferred Compensation plan to recognize your critical involvement in fully implementing the City Hall Maintenance succession plan.

You have communicated that you wish to delay your retirement until January 2020, to allow for adequate planning and stabilization of the Maintenance Department. This is mostly due to the uncertainty of the Maintenance Specialist's return to work from a reported work-related injury. Your interest in ensuring effective City operations is both admirable and appreciated.

The City Manager has taken the following into consideration, in regards to your request:

1. You have provided over 17 years of service to the City of Birmingham.
2. Your retirement at this time would be detrimental to City maintenance operations.
3. Your interest in delaying your retirement for an additional 14 months allows for a successful transition in City facilities and maintenance operations.


In consideration of the above, the City Manager has approved the following outline for a continued employment succession plan for you:

1. You will continue to work on the transition and succession plan, including pending and future projects, and will finalize the plan for review and implementation during the upcoming fiscal year 2018-2019.
2. Beginning 10/02/2017, you will be eligible for the deferred compensation payment outlined below until you retire and separate from City employment.
3. The City Manager may terminate this arrangement at any time, if the City Manager determines that the arrangement is no longer beneficial to the City.

Compensation for participation in succession planning:

1. For all hours worked beginning 10/02/2017, a bi-weekly contribution of \$500 will be deposited into your ICMA-RC 457 account, less all deductions required by law, during each consecutive year of service up to your retirement date on or before 01/31/2020.

Your signature below acknowledges your acceptance of this arrangement.

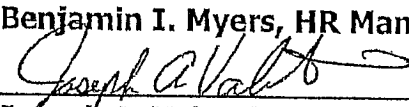

Carlos Jorge (Signature)

9/29/17
Date



MEMORANDUM

Human Resources Office

DATE: December 17, 2018
FROM: Carlos Jorge, Maintenance Superintendent
TO: Benjamin I. Myers, HR Manager
APPROVED: 
Joseph A. Valentine, City Manager
SUBJECT: Succession Planning

During preparation of your performance evaluation for the period of 7/1/2017 through 6/30/2018, you requested reconsideration of your current succession planning incentive previously approved on 12/1/2015 and amended on 10/2/2017. The current incentive includes a bi-weekly deposit of \$500.00 to your ICMA-RC 457 Deferred Compensation Plan Account to recognize your critical involvement in fully implementing the City Hall Maintenance succession plan.

You have previously communicated that you wish to delay your retirement until January 2020 in order to allow adequate planning and stabilization of the Maintenance Department. Your interest in ensuring effective city operations is both admirable and respected.

The City Manager has taken the following into consideration regarding this request:

1. You have provided over 18 years of service to the City of Birmingham.
2. Your retirement at this time would be detrimental to City maintenance operations.
3. Your interest in delaying your retirement until January 2020 allows for a successful transition in City facilities and maintenance operations.

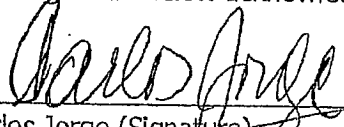
In consideration of the foregoing, the City Manager has approved the following outline for a continued employment succession plan for you:

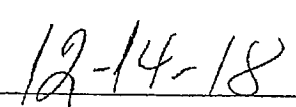
1. You will continue to work on the transition and succession plan, including pending and future projects, during the current 2018-2019 fiscal year and 2019-2020 fiscal year. Beginning 12/17/18, you will be eligible for the deferred compensation payment outlined below until you retire and separate from City employment.
2. The City Manager may modify or terminate this arrangement at any time if the City Manager determines that the arrangement is no longer beneficial to the City.

Compensation for participation in succession planning:

1. For all hours worked beginning 12/17/18, a bi-weekly employer contribution of \$850.00 will be deposited into your ICMA-RC 457 Deferred Compensation Account, less all deductions required by law, during each consecutive year of service up to your retirement date on or before 1/31/2020.

Your signature below acknowledges your acceptance of this arrangement.


Carlos Jorge (Signature)


Date

DATE: September 12, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director

SUBJECT: Set Public Hearing for SLUP & Final Site Plan & Design Review—
117 Willits – Shift / Sidecar / Slice

INTRODUCTION:

The applicant at 117 Willits is requesting approval for a Special Land Use Permit (SLUP) and Final Site Plan & Design Review to operate three food and drink establishments with alcohol using an existing quota license. All three restaurants are proposed to be under common ownership and have a direct internal connection, sharing kitchen and restroom facilities. A SLUP is required for all restaurants serving alcohol.

BACKGROUND:

On August 28, 2019, the Planning Board reviewed the SLUP and site plan review, and voted to postpone the matter to September 11, 2019 to allow the applicant to submit additional information.

On September 11, 2019, the Planning Board reviewed the SLUP and corresponding site plan review, and voted unanimously to recommend approval to the City Commission for 117 Willits, Shift / Sidecar / Slice with the following conditions:

1. The applicant must amend the floor plans to show the correct number of interior seats and submit specification sheets on the proposed outdoor railing posts and top bar for Slice prior to appearing before the City Commission for final approval;
2. The applicant must obtain approval from the Historic District Commission for the exterior changes prior to appearing before the City Commission for final approval;
3. The applicant must provide detailed sign plans for review prior to appearing before the City Commission for final approval; and
4. The applicant must comply with the requests of all departments.

Although the draft Planning Board minutes from September 11, 2019 are not yet available for review, it should be noted that all of the issues identified by City departments in the staff memo dated September 6, 2019 have been resolved. All issues previously identified by the Engineering Department relating to the required 5' clear pedestrian pathway around the outdoor dining areas have been resolved. In addition, all egress issues previously identified by the Fire Department have also been resolved. Finally, the applicant has advised that they will provide a barrier free entrance by identifying the Slice entry as the accessible entrance for all three restaurants, as they are all connected within the building.

On October 2, 2019, the applicant is scheduled to appear before the Historic District Commission for approval of the proposed exterior building changes as the property is located within the Central Business Historic District.

LEGAL REVIEW:

The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:

Approval of the SLUP and Final Site Plan for Shift / Sidecar / Slice would result in lease income to the City for the outdoor dining proposed in the public right-of-way for Sidecar and Slice.

SUMMARY:

The applicant is seeking approval for a Special Land Use Permit (SLUP) and Final Site Plan & Design Review to operate three food and drink establishments serving alcohol using an existing quota license. Two of the three restaurants are proposed to have outdoor dining along Willits.

ATTACHMENTS:

- SLUP Resolution
- Special Land Use Permit Application
- Planning Board Staff Report
- Site Plans & Material Specification Sheets
- Planning Board Minutes

SUGGESTED RESOLUTION:

To set a public hearing date for October 7, 2019 to consider approval of a Special Land Use Permit and Final Site Plan and Design Review for 117 Willits to allow the operation of three new food and drink establishments Shift / Sidecar / Slice, serving alcoholic liquors, in accordance with Article 7, Section 7.34 of the Zoning Ordinance.

**SHIFT / SIDECAR / SLICE
SPECIAL LAND USE PERMIT
2019**

- WHEREAS, Shift / Sidecar / Slice filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate three restaurants serving alcoholic liquor under an existing quota license;
- WHEREAS, The land for which the Special Land Use Permit is sought is located on the south side of Willits between Old Woodward and W. Maple;
- WHEREAS, The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits restaurants serving alcoholic liquor 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 September 11, 2019 reviewed the application for a Special Land Use Permit and Final Site Plan and Design Review for the proposed Shift / Sidecar / Slice restaurants serving alcoholic liquor under an existing quota license and recommended approval of the same for 117 Willits – Shift / Sidecar / Slice with the following conditions:
1. The applicant must amend the floor plans to show the correct number of interior seats and submit specification sheets on the proposed outdoor railing posts and top bar for Slice prior to appearing before the City Commission for final approval;
 2. The applicant must obtain approval from the Historic District Commission for the exterior changes prior to appearing before the City Commission for final approval;
 3. The applicant must provide detailed sign plans for review prior to appearing before the City Commission for final approval; and
 4. The applicant must comply with the requests of all departments.
- WHEREAS, The applicant has complied with all of the conditions noted by the Planning Board;
- WHEREAS, The Birmingham City Commission has reviewed the Shift / Sidecar / Slice 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 Shift / Sidecar / Slice's application for a Special Land Use Permit authorizing the operation of three restaurants serving alcoholic liquors under an

existing quota license at 117 Willits 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 Shift / Sidecar / Slice at 117 Willits with the following conditions:

1. The applicant must amend the floor plans to show the correct number of interior seats and submit specification sheets on the proposed outdoor railing posts and top bar for Slice prior to appearing before the City Commission for final approval;
2. The applicant must obtain approval from the Historic District Commission for the exterior changes prior to appearing before the City Commission for final approval;
3. The applicant must provide detailed sign plans for review prior to appearing before the City Commission for final approval;
4. The applicant must comply with the requests of all departments;
5. Shift / Sidecar / Slice shall abide by all provisions of the Birmingham City Code; and
6. 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, Shift / Sidecar / Slice 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 Shift / Sidecar / Slice to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

I, Cheryl Arft, 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 October 7, 2019.

Cheryl Arft, Acting City Clerk



Special Land Use Permit Application Planning Division

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

1. Applicant

Name: 9 THREE RESTAURANTS
Address: 2510 MERRILL
Phone Number: 248.976.9050
Fax Number: _____
Email address: STEVE@SIMON1114C@GMAIL.COM

2. Property Owner

Name: THE SELIGMAN GROUP
Address: 26100 NORTHWESTERN, SUITE 1913
Phone Number: 248.262.2000
Fax Number: _____
Email address: BWEDNIES@SELIGMANGROUP.COM

3. Applicant's Attorney/Contact Person

Name: STEVE SIMON
Address: 2510 EAST MERRILL
Phone Number: 248.976.9050
Fax Number: _____
Email address: STEVE@SIMON1114C@GMAIL.COM

4. Project Designer/Developer

Name: CHRISTOPHER J. LONGE, AIA
Address: 124 REEBODY
Phone Number: 248.256.6940
Fax Number: _____
Email address: CJLONGE@CJLONGEAIA.COM

5. Required Attachments

I. Two (2) paper copies and one (1) digital copy of all project plans including:

- A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- A certified Land Survey;
- Interior floor plans;

- A Landscape Plan;
- A Photometric Plan;
- Colored elevation drawings for each building elevation;

- Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- Samples of all proposed materials;
- Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- Current aerial photographs of the site and surrounding properties;
- Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 171 WILLIAMS STREET

Name of development: SHIFT - SIDEWALK - SLICE
Sidwell #: 19.25.272.026
Current Use: RESTAURANT (VARIANT)
Proposed Use: RESTAURANT
Area of Site in Acres: 0.41
Current zoning: DF-1A
Is the property located in the floodplain? NO
Name of Historic District Site is located in: NO
Date of Historic District Commission Approval: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____

Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Is there a current SLUP in effect for this site? _____
Date of Application for SLUP: _____
Date of SLUP Approval: _____
Date of Last SLUP Amendment: _____
Will proposed project require the division of platted lots? NO
Will proposed project require the combination of platted lots? NO

7. Details of the Proposed Development (attach separate sheet if necessary)

REPLACING 'MITCHELLS SEAFOOD RESTAURANT' WITH A 3 RESTAURANT CONCEPT.
SHIFT | SIDEWALK | SIDE.

8. Buildings and Structures

Number of Buildings on Site: 1
Height of Buildings & # of Stories: 10' / 9 STORIES
Use of Buildings: MIXED-USE
Height of Rooftop Mechanical Equipment: UNKNOWN

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: N/A
Number of square feet per upper floor: N/A
Total floor area: N/A
Floor area ratio (total floor area ÷ total land area): N/A
Office Space: N/A
Retail Space: N/A
Industrial Space: N/A
Assembly Space: N/A
Seating Capacity: N/A
Maximum Occupancy Load: N/A
Open space: N/A
Percent of open space: N/A

Proposed Residential Structures:

Total number of units: N/A
Number of one bedroom units: N/A
Number of two bedroom units: N/A
Number of three bedroom units: N/A
Open space: N/A
Percent of open space: N/A
Rental units or condominiums? N/A
Size of one bedroom units: N/A
Size of two bedroom units: N/A
Size of three bedroom units: N/A
Seating Capacity: N/A
Maximum Occupancy Load: N/A

Proposed Additions:

Total basement floor area, if any, of addition: N/A
Number of floors to be added: N/A
Square footage added per floor: N/A
Total building floor area (including addition): N/A
Floor area ratio (total floor area ÷ total land area): N/A
Use of addition: N/A
Height of addition: N/A
Office space in addition: N/A
Retail space in addition: N/A
Industrial space in addition: N/A
Assembly space in addition: N/A
Maximum building occupancy load (including addition): N/A
Open Space: N/A
Percent of open space: N/A

10. Required and Proposed Setbacks

Required front setback: N/A
Required rear setback: N/A
Required total side setback: N/A
Side setback: N/A
Proposed front setback: N/A
Proposed rear setback: N/A
Proposed total side setback: N/A
Second side setback: N/A

11. Required and Proposed Parking

Required number of parking spaces: N/A
Typical angle of parking spaces: N/A
Typical width of maneuvering lanes: N/A
Location of parking on site: N/A
Location of parking off site: N/A
Number of light standards in parking area: N/A
Screenwall material: N/A
Proposed number of parking spaces: N/A
Typical size of parking spaces: N/A
Number of spaces <180 sq. ft.: N/A
Number of handicap spaces: N/A
Shared parking agreement? N/A
Height of light standards in parking area: N/A
Height of screenwall: N/A

12. Landscaping

Location of landscape areas: NO CHANGE.

Proposed landscape material: _____

13. Streetscape

Sidewalk width: NO CHANGE

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 trees: _____

Species of proposed trees: _____

14. Loading

Required number of loading spaces: N/A

Typical angle of loading spaces: _____

Screenwall material: _____

Location of loading spaces on site: _____

Proposed number of loading spaces: NO CHANGE.

Typical size of loading spaces: _____

Height of screenwall: _____

Typical time loading spaces are used: _____

15. Exterior Waste Receptacles

Required number of waste receptacles: +/- 3

Location of waste receptacles: SEE PLAN

Screenwall material: _____

Proposed number of waste receptacles: +/- 3

Size of waste receptacles: _____

Height of screenwall: _____

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: N/A

Size of transformers (L•W•H): _____

Number of utility easements: _____

Screenwall material: _____

Location of all utilities & easements: N/A

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: N/A

Size of ground mounted units (L•W•H): _____

Screenwall material: _____

Location of all ground mounted units: N/A

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: NO CHANGE.

Type of rooftop units: _____

Screenwall material: _____

Location of screenwall: _____

Location of all rooftop units: NO CHANGE.

Size of rooftop units (L•W•H): _____

Percentage of rooftop covered by mechanical units: _____

Height of screenwall: _____

Distance from rooftop units to all screenwalls: _____

17. Accessory Buildings

Number of accessory buildings: N/A

Location of accessory buildings: _____

Size of accessory buildings: N/A

Height of accessory buildings: _____

18. Building Lighting

Number of light standards on building: NO CHANGE.

Type of light standards on building: N/A

Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

19. Site Lighting

Number of light fixtures: N/A
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Height from grade: _____
Proposed wattage per fixture: _____

Type of light fixtures: _____
Height from grade: _____
Proposed wattage per fixture: _____
Holiday tree lighting receptacles: _____

20. Adjacent Properties

Number of properties within 200 ft.: 3

Property #1 •

Number of buildings on site: 214 WEST MAPLE
Zoning district: BT/DG
Use type: RETAIL (ANTHROPOLOGY)
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: 1 STORY RETAIL
ANTHROPOLOGY

North, south, east or west of property? _____

Property #2 •

Number of buildings on site: 180 WEST MAPLE
Zoning district: BT/DG
Use type: MIXED USE
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: 3 STORY MIXED USE
RETAIL W/ 2 FLOORS
OFFICE ABOVE

North, south, east or west of property? _____

Property #3 •

Number of buildings on site: 360 WEST MAPLE
Zoning district: BT/DG
Use type: OFFICE (MCCANN)
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: 2 STORY OFFICE

North, south, east or west of property? _____

Property #4

Number of buildings on site: 300 WILLIAMS STREET
Zoning district: PG/C
Use type: FIRST BAPTIST CHURCH
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: CHURCH

North, south, east or west of property? _____

Property #5

Number of buildings on site: 325 N. 40 WOODWARD
Zoning district: BT/DG
Use type: MIXED USE (GOOGLE BLDG)
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: 4 STORY MIXED USE
RETAIL W/ 2 FLOORS
OFFICE
RESIDENTIAL ABOVE

North, south, east or west of property? _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Owner: [Signature] Date: 7/26/19

Print Name: Stephen Simon

Signature of Applicant: [Signature] Date: 7/26/19

Print Name: M. Van Oudenre

Signature of Architect: [Signature] Date: 7.26.19.

Print Name: CHRISTOPHER J. LANGE

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: 9 THREE RESTAURANT Case #: _____ Date: 7.26.19
Address: _____ Project: 117 WILLITS STREET / SHIFT SODA SLICE

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☐ 1. Name and address of applicant and proof of ownership;
- ☐ 2. Name of Development (if applicable);
- ☐ 3. Address of site and legal description of the real estate;
- ☐ 4. Name and address of the land surveyor;
- ☐ 5. Legend and notes, including a graphic scale, north point, and date;
- ☐ 6. A separate location map;
- ☐ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☐ 8. Aerial photographs of the subject site and surrounding properties;
- ☐ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- ☐ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ☐ 11. Interior floor plans;
- ☐ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

- ___ 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ___ 14. Existing and proposed utilities and easements and their purpose;
- ___ 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ___ 16. General description, location, and types of structures on site;
- ___ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- ___ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- ___ 19. Elevation drawings showing proposed design;
- ___ 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- ___ 21. Location of all exterior lighting fixtures;
- ___ 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- ___ 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ___ 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ___ 25. Color elevation drawings showing the proposed design for each façade of the building;
- ___ 26. List of all materials to be used for the building, marked on the elevation drawings;
- ___ 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- ___ 28. Details of existing or proposed lighting, signage and other pertinent development features;
- ___ 29. A list of any requested design changes;
- ___ 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- ___ 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- ___ 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.



Notice Signs - Rental Application Community Development

1. Applicant

Name: 3 THREE RESTAURANTS.
Address: 250 MEHILL.
Phone Number: 248.976.9690
Fax Number: _____
Email address: STEVEN@MIDK.CEMAIL.COM

Property Owner

Name: THE SELIGMAN GROUP.
Address: 26100 NORTHWESTERN, SUITE 1913
Phone Number: 248.862.8000
Fax Number: _____
Email address: BWEDNIE@SELIGMANGROUP.COM

2. Project Information

Address/Location of Property: 117 MILLER
Name of Development: SHIFT. 910000. SLICE.
Area in Acres: _____

Name of Historic District site is in, if any: CHD
Current Use: RESTAURANT
Current Zoning: BA/DA

3. Date of Board Review

Board of Building Trades Appeals: _____
City Commission: _____
Historic District Commission: _____
Planning Board: _____

Board of Zoning Appeals: _____
Design Review Board: _____
Housing Board of Appeals: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: _____

Date: 7/26/19

Office Use Only

Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Reviewed by: _____



MEMORANDUM

Planning Department

DATE: September 6, 2019

TO: Planning Board

FROM: Jana L. Ecker, Planning Director

SUBJECT: 117 Willits – Shift / Sidecar / Slice – Special Land Use Permit and Final Site Plan Review (All changes in blue type)

The applicant is proposing to renovate and subdivide the former Mitchell's Seafood restaurant into three distinct restaurants, all under common ownership and all sharing the existing kitchen and restroom facilities. The applicant is requesting a Special Land Use Permit to operate all three restaurants, each having their own bar and outdoor seating. A SLUP is required for the service of alcoholic liquors, which is proposed using a Class C quota liquor license. As all three establishments are proposed to operate under a Class C quota license, they are not deemed bistros, and thus there are no specific maximum number of indoor, outdoor or bar seats. Article 7, Section 7.34 of the Zoning Ordinance requires a review and recommendation on the SLUP and Final Site Plan by the Planning Board, and then final approval of the City Commission.

The proposed reconfiguration of the former Mitchells restaurant will include three distinct restaurants:

- Shift – An American eatery with food specialties from across the country and custom alcoholic drinks and a contemporary lounge ambiance;
- Sidecar – A full menu of slider options, sides and alcoholic beverages with a rustic pub feel; and
- Slice – A traditional pizza parlor atmosphere and full pizzeria menu with alcohol service.

The chart below designates the seating and relative size of each proposed establishment.

Restaurant	Proposed Interior Seating	Proposed Seating Bar	Proposed Outdoor Seating	Total Seats (Interior/Exterior)
Shift	48	22	0	70
Sidecar	76	14	12	102
Slice	95 (Plans state 94)	14	56	165

The kitchen and bathroom areas of the restaurants are not changing as a part of this proposed reconfiguration, and will be shared by all three new restaurants.

On August 28, 2019, the Planning Board reviewed the plans for Shift, Sidecar and Slice at 117 Willits, and voted to postpone the matter to the September 11, 2019 meeting of the Planning Board. The Planning Board requested that the applicant submit revised plans correcting all inconsistencies, provide specification sheets and colors on all proposed outdoor furnishings and accessories, resolve the egress issues raised by the Building and Fire Departments, and reconfigure the outdoor dining areas to provide an unobstructed 5' wide pedestrian pathway across each of the storefronts. Finally, the applicant will be required to obtain approval from the Historic District Commission prior to appearing before the City Commission for review.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing land use is vacant commercial, with retail, residential Church and parking uses surrounding the proposed restaurant space.
- 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 / Church / Parking	Commercial / Retail	Commercial / Retail / Residential	Commercial / Retail / Residential
Existing Zoning District	R7, Multiple Family & PP, Public Property	B-4, Business- Residential	B-4, Business- Residential	B-4, Business- Residential
Downtown Overlay Zoning District	C, D-3 & P	D-4	D-4	D-4

2.0 Screening and Landscaping

- 2.1 Screening – No changes proposed. **However, it should be noted that the former restaurants shared the use of dumpsters with the Willits Building, and these were often moved outside of the building and left with no screening. In accordance with the Zoning Ordinance, the dumpsters must remain inside the trash room at the rear of the Willits Building or the owners must apply for approval to store them outside and provide a screened enclosure.**
- 2.2 Landscaping – The only landscaping to be added is proposed in the planters to delineate the outdoor dining area of Sidecar. **No specification sheets have been provided on the proposed planters or plant material. These details must be submitted for review prior to appearing before the City Commission for review. Planters are no longer proposed to enclose the outdoor dining area for Sidecar. Decorative railing is now proposed to maximize the pedestrian walking zone around both Sidecar and Slice's outdoor dining areas.**

3.0 Parking, Loading, Access, and Circulation

- 3.1 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking.
 - 3.2 Loading – No changes are proposed.
 - 3.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.
 - 3.4 Pedestrian Access & Circulation – Pedestrians will be able to access each of the restaurants from Willits Street. Shift and Sidecar patrons will enter the former Mitchell's entry lobby, and proceed to the left for Shift, and to the right for Sidecar. Slice restaurant is proposed to relocate an existing egress door along the west elevation of the building just after the building curves around the corner of Willits.
 - 3.5 Streetscape – As a part of the renovation and reconfiguration of the former restaurant space, the applicant is proposing to add three distinct outdoor dining areas, with one associated with the design concept of each new restaurant. The outdoor dining area proposed for Shift will be on an elevated platform. **The applicant has now removed all outdoor seating previously proposed for Shift.** The outdoor dining areas for Sidecar and Slice are proposed at grade in the existing sidewalk space. Decorative railings are proposed to enclose the sidewalk level dining at **Sidecar and Slice. No specification sheets on the proposed railings have been provided at this time, and will be required prior to review by the City Commission. The applicant has now provided specifications for both decorative railings. The railing for Sidecar is proposed to be made of multiple horizontal stainless steel cables running through stainless steel posts with a black finish. The top of the railing is proposed to be finished with an aluminum beverage handrail**
-

powder coated in Copper Vein. The railing for Slice is proposed to be McNichols Wire Mesh panels in carbon steel with a mill finish. These panels will be framed with McNichols u-edging in carbon steel with a mill finish. No information has been provided with regards to the posts or top rails proposed.

The existing sidewalk is constructed in accordance with the Downtown streetscape standards, and includes street trees, pedestrian scale lighting and a large planting area at the curve of Willits Street.

4.0 Lighting

The applicant is not proposing any new lighting for the property, and the applicant has not indicated any illumination for signage.

5.0 Departmental Reports

5.1 Engineering Division – **The Engineering Division previously provided the following comments:**

- 1. It does not appear that the required five (5) foot clear pedestrian pathway is being maintained, especially around the existing City Trees;**
- 2. The proposed pedestrian pathway weaves in and out and around numerous obstacles (i.e. fire hydrant, City Trees, light poles, parking meters, etc...) and does not provide a clearly defined pedestrian pathway;**
- 3. The proposed pedestrian pathway relies heavily on pedestrians walking on exposed aggregate sidewalk. The City does not encourage the public to use the exposed aggregate sidewalk as their primary walkway as it can be rough and slippery at times;**
- 4. The proposed pedestrian pathway pushes the pedestrians along the curb in many places. This creates a less than desirable condition;**
- 5. It would be better for pedestrians, if the required five (5) foot pedestrian pathway was maintained along the building. This would allow for a friendly and safer pathway for the pedestrians and be more inline with other outside dining in the Downtown.**

5.2 Department of Public Services – DPS will provide comments before the meeting on September 11, 2019.

5.3 Fire Department – The Fire Department has noted that **both Sidecar and Slice restaurant areas each require a second means of egress due to occupant loads. The applicant must submit plans showing egress travel paths and total egress travel distances.**

5.4 Police Department – The Police Department has no concerns at this time.

5.5 Building Division – **The Building Division previously provided the following comments.**

The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

- 1. The entrance to Shift and Sidecar does not appear to be accessible. Barrier free access to these spaces will need to be provided in accordance with Chapter 11 of the building code.**
- 2. Maneuverability clearances at the pull side of the entrance doors to Shift and Sidecar may be impeded by the handrails for the stairs.**

6.0 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 only changes proposed to the existing building include the relocation of an existing single egress door to the southwest to become a new double door entry into the new Slice restaurant. The new doors are proposed to be glass doors to match the existing door and storefront window system. No glazing changes are proposed to the building. The only other change proposed to the exterior of the building façade is to reclad the existing fabric awnings over the four bays of Slice windows with Sunbrella acrylic outdoor awning fabric in Red. The other awnings over the Shift and Sidecar window bays will remain black as existing. **A color swatch of the proposed material has not been provided and will be required prior to review by the City Commission.**

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 provided a trash receptacle within the outdoor dining areas of both Sidecar and Slice, but **has not provided a trash receptacle as required by Article 04, section 4.41 OD-01 of the Zoning Ordinance for the Shift outdoor dining area.** **The revised plans now show one trash receptacle adjacent to the Sidecar outdoor dining area and two trash receptacles within the Slice outdoor dining area.** In addition, **the applicant has not provided the proposed business hours for the interior or exterior dining areas of any of the three restaurants. At the meeting on August 28, 2019, the applicant advised the Planning Board that the hours of operation for each of the three restaurants are proposed as follow:**

- **Shift - Open at 3 p.m. and close at 2 a.m., five to six nights a week;**
- **Sidecar - Maintain its current hours of 11 a.m. to 2 a.m. daily; and**
- **Slice – Open at 11 a.m. and close at 10 p.m. during the week, and open at 11 a.m. and close at 11 p.m. on Fridays and Saturdays.**

The proposed outdoor café is not immediately adjacent to any single-family zoned property.

The applicant has provided specification sheets for the proposed tables and chairs and other outdoor furnishings at each restaurant as noted on the chart below. All furniture is constructed of metal, wood or material of comparable quality. Three Tucci automated umbrellas are proposed to cover portions of the Slice outdoor dining area. **The proposed**

umbrellas will be Sunbrella Sailcloth in a Seagull Shade. These umbrellas will not entirely block views into the restaurant. **Color details are missing for several items and must be provided prior to review by the City Commission. All information has now been provided except for the top rail and posts of the Slice outdoor dining railing system.**

	Outdoor Dining Tables	Outdoor Dining Chairs	Outdoor Waste Receptacle	Outdoor Dining Enclosure
Shift	None	None	None	None
Sidecar	EOS bar height tables in black (6 – 2 top tables)	EOS backless barstools in black (12 stools)	Modtec Series 39-Gallon in Gunmetal Satin (1)	Stainless steel cables with aluminum beverage handrails in Copper Vein
Slice	EOS bar height tables in black (4 – 2 top tables) Woodard Aluminum Solid Top dining tables in Aztec Bronze (12 – 4 top tables)	Tiburon bar height chairs in Bronze BZ (8 chairs) Tiburon dining side chairs in Bronze BZ (48 chairs)	Modtec Series 39-Gallon in Gunmetal Satin (2)	McNichols Wire Mesh panels in carbon steel with a mill finish framed with McNichols u-edging in carbon steel with a mill finish (No information on posts or top rails)

The applicant will be required to submit revised plans showing all correct seating counts prior to appearing before the City Commission. The applicant has now submitted revised plans that show accurate seating counts, with the exception of the number of interior seats for Slice.

A site plan has been submitted with dimensions that show in most areas the existence of a 5' clear pedestrian path around the outdoor dining areas. **However, there is one area in front of Slice that does not appear to meet the 5' required minimum pedestrian pathway given the existing fire hydrant located in the furniture zone. The applicant will be required to submit revised plans showing the existence of a 5' wide clear pedestrian pathway prior to appearing before the City Commission.** The pedestrian path as proposed shifts the pedestrian flow along the curblin of Willits. **As requested by the Planning Board at the August 28, 2019 meeting, the applicant has revised their plans to provide a continuous 5' wide pedestrian path in and around the proposed outdoor dining areas for Sidecar and Slice. As noted above, the outdoor dining for Shift has been removed, and the seating has been reduced from 28 seats to 12 outdoor seats for Sidecar. Two additional outdoor dining seats have been added to the Slice area, but the tables and chairs have been reconfigured to provide a 5' clear walking path between the outdoor dining area and the corner planter. Thus, pedestrians are**

no longer forced to walk next to the curb at this corner, as requested by the Planning Board.

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.

Signage

No signage is proposed at this time. **All signage for SLUPs must be approved through the SLUP process.**

The applicant has now proposed the following signage:

Sign Content	Sign Type	Dimensions	Illumination
"Shift"	Name letter Sign	17.5 SF	Halo light channel letters
"sidecar slider bar"	Name Letter Sign	20 SF	Halo light Channel Letters

No signage is proposed at this time for Slice.

The applicant has not provided any details on the proposed signage materials, lighting, specific dimensions (24" height max), the distance of projection from the building or mounting details, all of which are required to verify compliance with the Sign Ordinance. The applicant will be required to provide all signage details to demonstrate compliance with all requirements of the Sign Ordinance or obtain a variance from the Board of Zoning Appeals.

The Sign Ordinance requires that combined sign area be calculated based on the principal building frontage, which is defined as the width of the building on the side where the primary entrance to the business is located, which may or may not front a street. The Historic District Commission, Design Review Board or Planning Board may designate an alternate horizontal building width as the principal building frontage for signage purposes. The primary entrances are along the Willits frontage. The Willits frontage is approximately 169' for the three restaurants, and thus the applicant is permitted a combined sign area of 1 square foot per each linear foot of principal building frontage or 100', whichever is less. The applicant is proposing 37.5 square feet of building signage which is well below the maximum amount permitted.

7.0 Downtown Birmingham 2016 Overlay District

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

8.0 Approval Criteria

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

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

9.0 Approval Criteria for Special Land Use Permits

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

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

The City Commission's approval of any Special Land Use application or amendment pursuant to this section shall constitute approval of the site plan and design.

10.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend APPROVAL to the City Commission of the applicant's request

for Special Land Use Permit and Final Site Plan & Design Review for 117 Willits – Shift / Sidecar / Slice with the following conditions:

1. The applicant must amend the floor plans to show the correct number of interior seats and submit specification sheets on the proposed outdoor railing posts and top bar for Slice prior to appearing before the City Commission for final approval;
2. The applicant must obtain approval from the Historic District Commission for the exterior changes prior to appearing before the City Commission for final approval;
3. The applicant must provide detailed sign plans for review prior to appearing before the City Commission for final approval; and
4. The applicant must comply with the requests of all departments.

11.0 Sample Motion Language

Based on a review of the plans submitted, the Planning Board finds that all of the requirements of Article 7, Section 7.27 and Article 7, Section 7.34 have been met. Thus, the Planning Board recommends **APPROVAL** to the City Commission of the Special Land Use Permit and Final Site Plan & Design Review for 117 Willits – Shift / Sidecar / Slice with the following conditions:

1. The applicant must amend the floor plans to show the correct number of interior seats and submit specification sheets on the proposed outdoor railing posts and top bar for Slice prior to appearing before the City Commission for final approval;
2. The applicant must obtain approval from the Historic District Commission for the exterior changes prior to appearing before the City Commission for final approval;
3. The applicant must provide detailed sign plans for review prior to appearing before the City Commission for final approval; and
4. The applicant must comply with the requests of all departments.

OR

Motion to recommend **POSTPONEMENT** of the Special Land Use Permit and Final Site Plan & Design Review for 117 Willits – Shift / Sidecar / Slice pending receipt of the following:

1. Revised floor plans to show the correct number of interior seats and submission of specification sheets on the proposed outdoor railing posts and top bar for Slice;
2. Approval from the Historic District Commission for the exterior;
3. Detailed sign plans demonstrating compliance with the Sign Ordinance; and
4. Compliance with the requests of all departments.

OR

Motion to recommend **DENIAL** of the Special Land Use Permit Amendment and Final Site Plan Review for 117 Willits – Shift / Sidecar / Slice for the following reasons:

1. _____

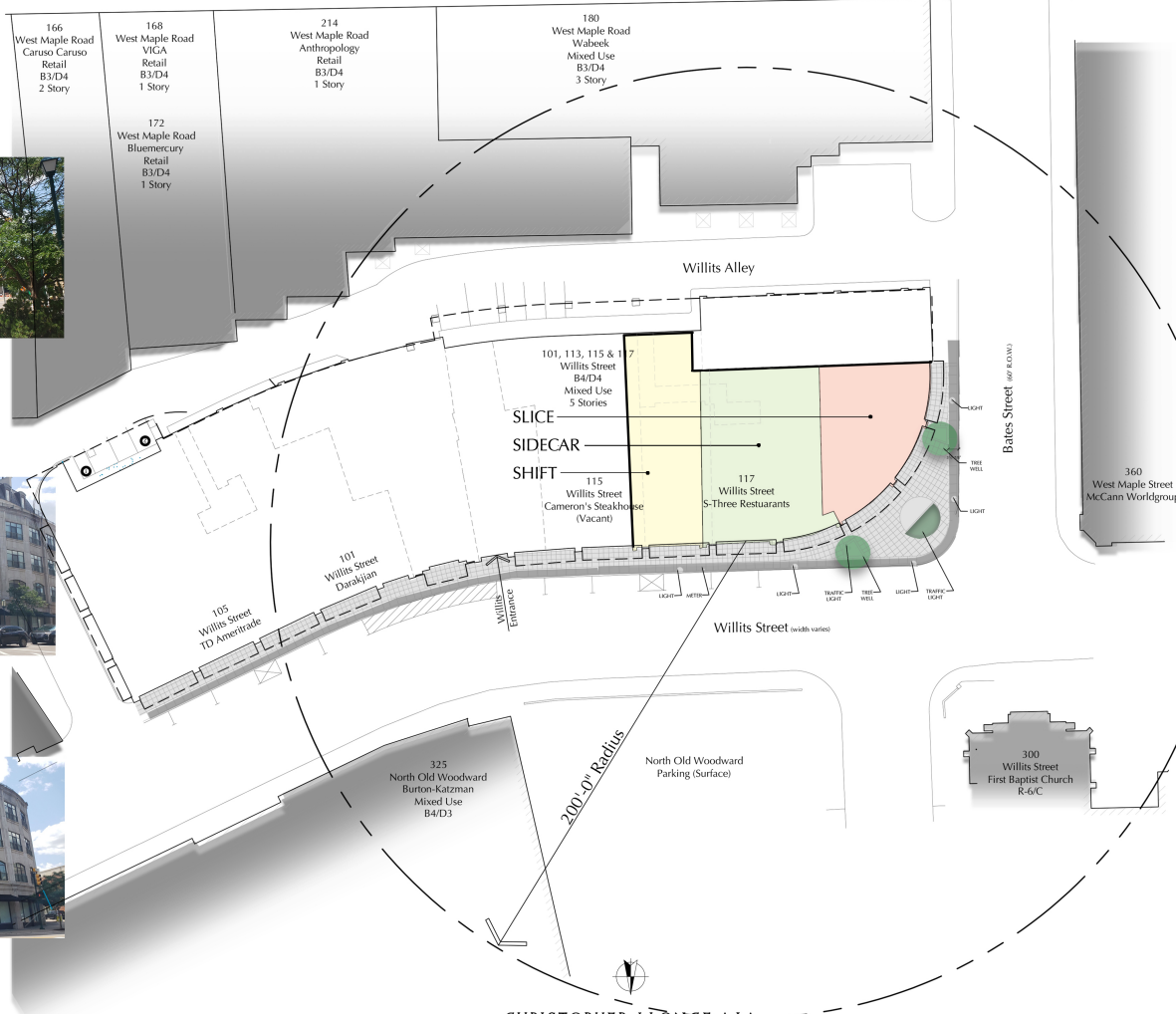
S- Three Restaurants

117 Willits
Birmingham, Michigan 48009



Existing Site Plan

Maple Road (66' R.O.W.)



CHRISTOPHER J. LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

08.19.19
Scale: 1"=40'

S- Three Restaurants

117 Willits
Birmingham, Michigan 48009



Existing Plan



PROJECT DATA

EXISTING MITCHELL'S:	
SQUARE FOOTAGE:	
DINING	4,383 SF
SERVICE	12,200 SF
TOTAL	16,583 SF
SEATING:	
INTERIOR:	274 SEATS
EXTERIOR:	52 SEATS
TOTAL:	327 SEATS
EXTERIOR DINING AREA:	
EXISTING:	680 SF

CHRISTOPHER J LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.8940

07.26.19
Scale: 3/32"=1'-0"

S- Three Restaurants
117 Willits
Birmingham, Michigan 48009



Existing Elevation



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INTERIORS
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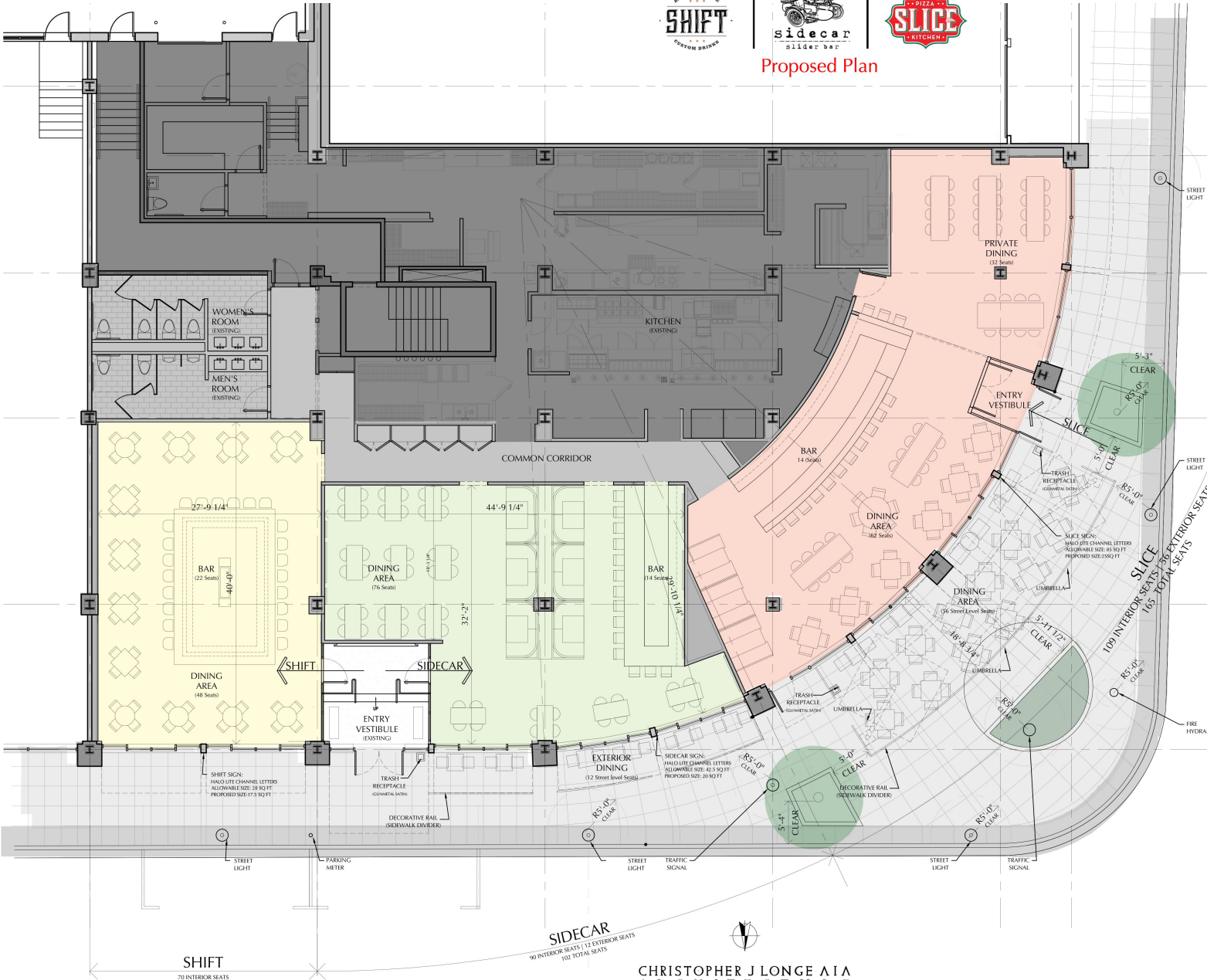
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S- Three Restaurants

117 Willits
Birmingham, Michigan 48009



Proposed Plan



CHRISTOPHER J LONGE AIA
ARCHITECTURE
INTERIORS
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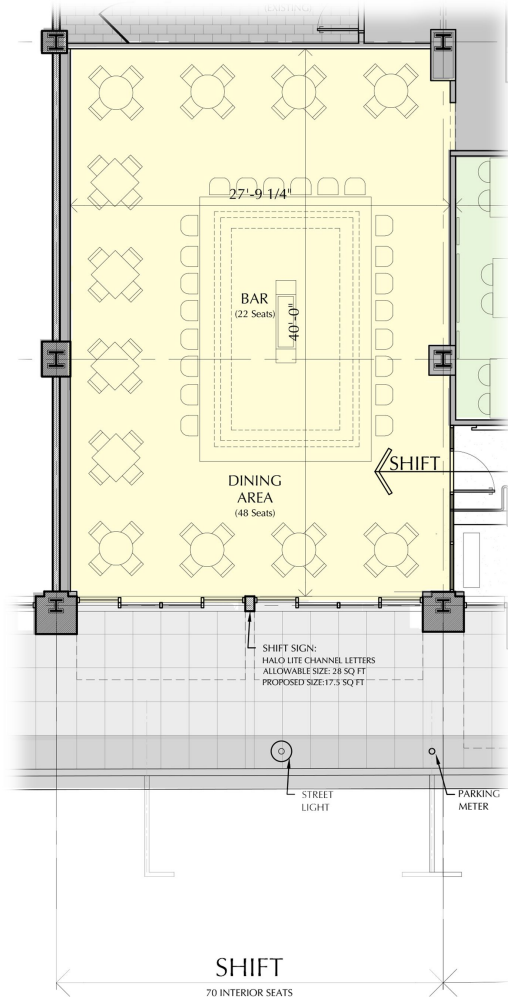
09.06.19
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S- Three Restaurants

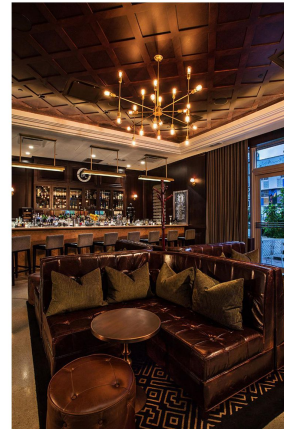
117 Willits
Birmingham, Michigan 48009



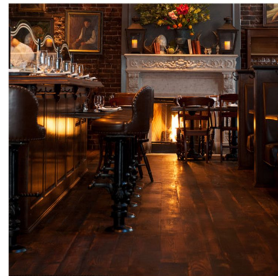
Enlarged Plan



interior inspiration



interior inspiration



interior inspiration



interior inspiration



interior inspiration

Shift Hours of Operation:
Indoor: Shift 4pm - 2 am

Shift Menu

FIELD & GARDEN

- FIELD CUCUMBER PATTIES
Sole & Vinegar, Herbed Creme Fraiche
- \$
- 12
- gluten free, vegetarian
- HERBLOOM BEAN HUMMUS
peppadew, cilantro, masa crackers
- \$
- 14
- gluten free, vegan
- TEMPURA FRIED ASPARAGUS
tikka masala aioli
- \$
- 14
- gluten free, vegetarian
- BAHN MI SUMMER ROLLS
smoked tofu, pickled vegetables, peanut sauce
- \$
- 16
- gluten free, vegetarian
- "DOUBLES"
curried chickpea, radish salad, tamarind, turmeric fry bread
- \$
- 17
- vegetarian
- IMPOSSIBLE BURGER
heirloom tomato, fried onion, special sauce, served with rebel greens or house chis
- \$
- 22
- vegetarian

SEA & STREAM

- TUNA TARTARE TACOS
pickled vegetables, smoked rice, wasabi peas
- \$
- 16
- LOBSTER CECICHE
coconut milk, basil, ginger, tomato, sweet potato chips
- \$
- 24
- gluten free
- TODAY'S OYSTERS
ask about daily preparation
- \$
- 21
- gluten free

RANGE & PASTURE

- 14 FIELD CUCUMBERS
yellow curry, house pickles, puna aioli
- \$
- 16
- CHAR SUI PORK STEAMED BUNS
pickled red onion, ketchup, scallion
- \$
- 17
- MELTED BRIE GRILLED CHEESE
stone fruit mustard, cheddar, heirloom tomato soup
- \$
- 17
- vegetarian
- SUMMER BURRATA
fresh pea, compressed rhubarb, mint, chili flake, lavash
- \$
- 19
- vegetarian
- MAC & CHEESE CARBONARA
egg yolk, pecorino, smoked maitake, fresh pea
- \$
- 20
- vegetarian
- DEATH & CO BURGER
local beef, ravigglio, green garlic aioli, fried shallot, served with rebel greens or house chips
- \$
- 18

SWEETS

- BEIGNETS
summer berry, shiso
- \$
- 9
- vegetarian
- GRASSHOPPER ESKIMO PIES
mint ice cream, oreo, dark chocolate
- \$
- 9
- vegetarian
- TODAY'S ICE CREAM OR SORBET
daily rotating selection of ice cream or sorbet
- \$
- 5

CHRISTOPHER J LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

09.06.19
Scale: 1/8"=1'-0"

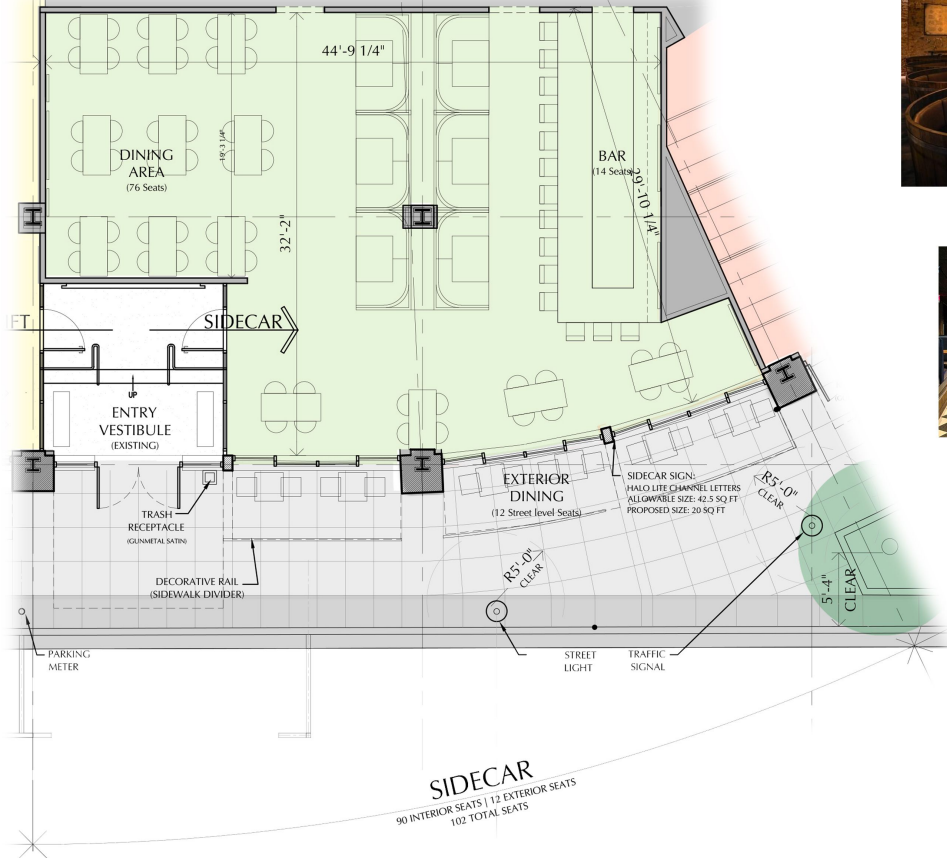
Indoor: Shift 11am - 2 am | Outdoor 11am - 12am

S- Three Restaurants

117 Willits
Birmingham, Michigan 48009



Enlarged Plan



interior inspiration



interior inspiration



interior inspiration



interior inspiration



waste container

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[illegible]

09.06.19
Scale: 1/8"=1'-0"

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S- Three Restaurants
117 Willits
Birmingham, Michigan 48009



Proposed Enlarged Shift Elevation



SHIFT SIGN

(HALO LITE CHANNEL LETTERS; 17.5 SQ FT)

SHIFT

PROPOSED STOREFRONT

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S- Three Restaurants

117 Willits
Birmingham, Michigan 48009



Proposed Enlarged Sidecar Elevation



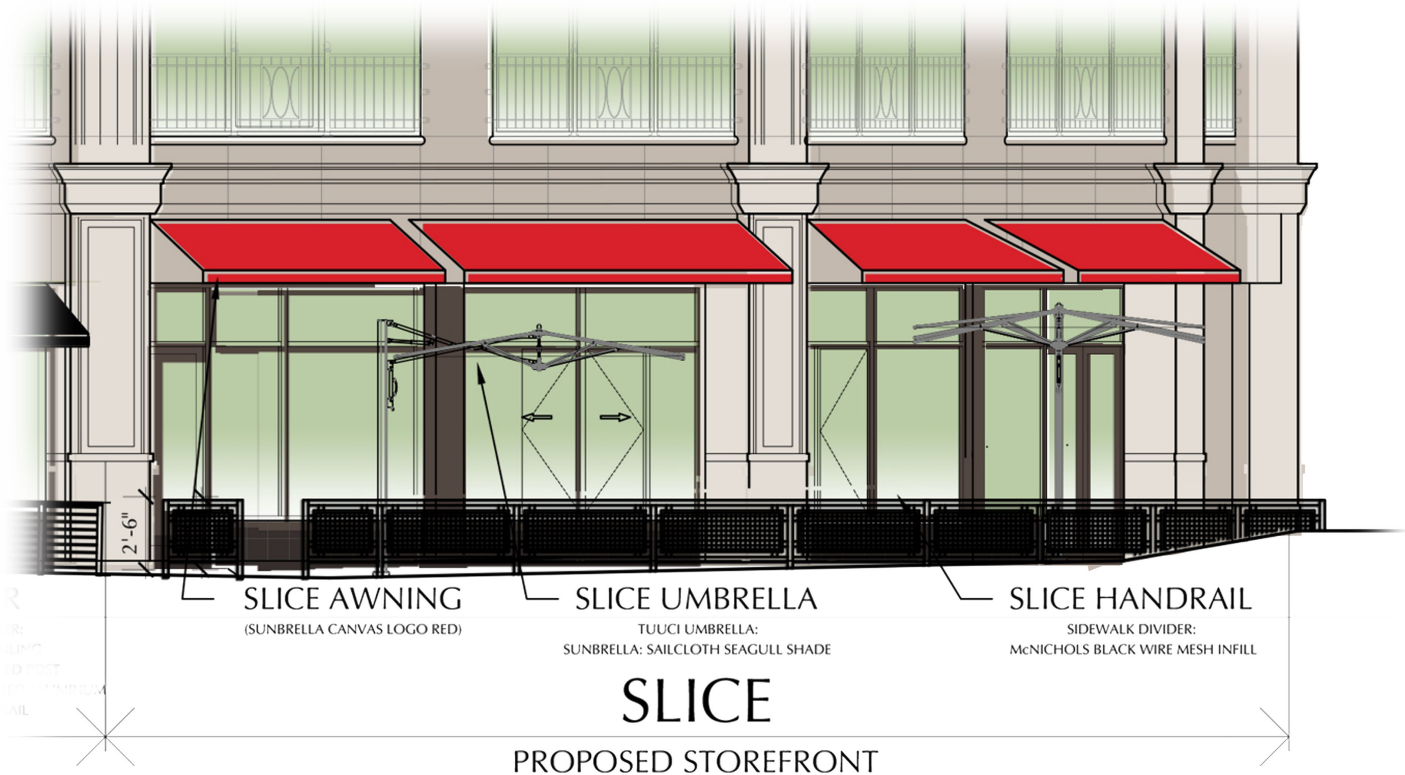
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S- Three Restaurants

117 Willits
Birmingham, Michigan 48009



Proposed Enlarged Slice Elevation



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S- Three Restaurants
117 Willits
Birmingham, Michigan 48009



Proposed Elevation



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ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

09.04.19
Scale: 3/32"=1'-0"

S- Three Restaurants
117 Willits
Birmingham, Michigan 48009



Proposed West Elevation



CHRISTOPHER J LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

09.04.19
Scale: 3/32"=1'-0"

S-Three Restaurants
117 Willits
Birmingham, Michigan 48009



EXTERIOR FURNITURE SPECIFICATIONS

CHAIR:

MODEL: EOS BACKLESS BARSTOOL
SIZE: 29.5"H X 17.5"W X 16.5"D
COLOR/FINISH: BLACK

TABLE:

MODEL: EOS BAR-HEIGHT TABLE
SIZE: 43"H X 25"W X 25"D
COLOR/FINISH: BLACK

WASTE CONTAINER:

MODEL: MODTEC SERIES
SIZE: 39-GALLON
COLOR/FINISH: GUNMETAL SATIN

SIDEWALK DIVIDER:

MODEL: RAILVIEW CABLE HANDRAILING
COLOR: POST- BLACK FLUOROPOLYMER POWDER COAT; ALUMINUM
BEVERAGE HANDRAIL-COPPER VEIN POWDER COAT



Eos Bar-Height Table

Designed by Matthew Hilton for Case

\$595.00

Select your Color



Eos Bar-Height Table

 Compare colors and materials.
 [Request Free Swatches](#)

Price: \$595.00
Item Number: 3562
Availability: Please make selections

QTY

1

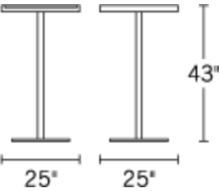
ADD TO CART

[Print](#)

Product Details

Dimensions

H 43" W 25" D 25"



Materials

Powder-coated aluminum; plastic floor glides.

Shipping Info

[VIEW SHIPPING OPTIONS](#) ►



Eos Backless Barstool

Designed by Matthew Hilton for Case

\$275.00

Select your Color



Compare colors and materials.
Request Free Swatches

Price: \$275.00
Item Number: 2198263
Availability: Please make selections

ADD TO CART

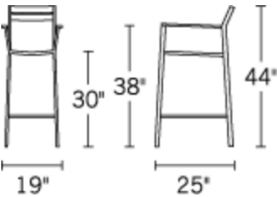
QTY 1

Print

Product Details

Dimensions

H 44" W 19" D 25" Seat H 30" Arm H 38"



Materials

Powder-coated aluminum; plastic floor glides.

Shipping Info

[VIEW SHIPPING OPTIONS](#) ►

MODTEC SERIES

Waste container, 20-gallon/39-gallon

These sleek & contemporary waste containers are guaranteed to add a touch of elegance to any business space. These 20 & 39 gallon units are manufactured from extremely durable polyethylene and 304-grade stainless steel will withstand extreme weather conditions. They blend the durability of plastic with the strength of stainless steel, making them the go-to solution for site furnishings.

KEY BENEFITS & FEATURES:

- Manufactured from polyethylene and 304-grade stainless steel, durable and built to last in any weather condition
- Customizable, multiple sizes and colors to choose from
- Liner includes Grab Bag™ system to secure trash bag for a clean appearance
- Easy to maintain and clean
- Generous 10" sq waste opening to accomidate a variety of discards
- Includes one removable, plastic liner with built-in handles and bag clip holders to secure trash bag in place
- 100% Recyclable after use
- Standard 2-day lead time



COLOR OPTIONS:



Old Bronze

20-GAL ITEM #: 724565
20-GAL UPC: 653410008625

39-GAL ITEM #: 724665
39-GAL UPC: 653410008649



Gunmetal Satin

20-GAL ITEM #: 724566
20-GAL UPC: 653410008632

39-GAL ITEM #: 724666
39-GAL UPC: 653410008656

DIMENSIONS:

ASSEMBLED DIMENSIONS	ASSEMBLED WEIGHT	CAPACITY	TRASH OPENING SIZE	ASSEMBLY REQUIRED	ADA COMPLIANT	WARRANTY	RECYCLED MATERIAL
28"H x 18"Sq	23 lbs	20-Gallon	10" x 10"	No	Yes	1-year	25%+
36"H x 22"Sq	32 lbs	39-Gallon	10" x 10"	No	Yes	1-year	25%+

SHIPPING DIMENSIONS:

SIZE	SHIPPING SPECS	# OF CARTONS	CARTON SIZE	CARTON WEIGHT	DIMENSIONAL WEIGHT	COUNTRY OF ORIGIN	FREIGHT CLASS	HTS CODE	NMFC CODE
20-gal	LID + BASE	1	18.5" x 18.5" x 29"	23 lbs	60 lbs	USA	250	7218.5.99.9080	156600
39-gal	LID + BASE	1	22.25" x 22.25" x 38"	32 lbs	121 lbs	USA	250	7218.5.99.9080	156600

Contact Information:

Email: cpservice@commercialzone.com

Phone: 1.800.782.7273

2727 W. Good Hope Rd, Milwaukee WI, 53209



Aluminum Beverage Handrail



MetalBevRail_withEndPlug_silver



Post Material

Aluminum - Interior or Exterior

Finish

Copper Vein - \$6.00

Handrail Ends

Both Ends Finished

Overall Length

3 feet long

Clear



List Price: \$197.99

\$153.59

1

+

-

ADD TO CART

Need Help?

REQUEST A QUOTE

DRAW PROJECT ONLINE

Description

Additional information

Description

The Aluminum Beverage Handrail is the perfect size to place a drink on with its 1"x 4" dimensions. The handrail can be customized to have one, both, or no ends finished, and lengths of handrail range from 3' to 20'. It is wider than a traditional metal handrail, which gives it a sophisticated look. This handrail can be mitered to turn corners and has additional accessories like the [Aluminum Beverage Corner Cover](#) and Aluminum Beverage Corner Handrail Bracket to make corner transitions seamless and sleek. This Aluminum Beverage Handrail is a great option for exterior applications like decks and cable railing projects. It is made from a sturdy aluminum and can be customized to match your project. It is pictured above in black, but can be finished in an array of powder coat colors.



Description

Viewrail offers stainless steel cable railing by the foot for your [cable railing systems](#) project. Our 5/32" stainless steel cable by the foot is 316 marine grade and high corrosion resistant.

Our cable comes in 1×19, which is 19 single cables wound into a single cable. When purchasing bulk footage of cable, we highly recommend using our [cable railing installation kit](#) including our cutters to give a clean cut, which allows fittings to easily slide over the ends. Viewrail cable railing is 316 marine grade made for interior and exterior installation even near the ocean.

316 Stainless is a high grade of stainless used in architectural applications even near the ocean. Stainless Steel Cable Rail Installation suggestions:

Spacing for cables is 3.125" on center, and balcony height for residential is 36" minimum (check local codes). A 36" railing height will require 10 cables. A 39" handrail height requires 11 cables. A 42" handrail height requires 12 cables. Recommended post spacing is a maximum of 4 feet between posts. Do not exceed the 4' post spacing. Recommended cable tension is 150 pounds. Cable can make up to a 45 degree turn.

Recommended purchase: Stainless Steel Insert Sleeve. The insert sleeve covers the hole where the cable exits, giving a clean and symmetrical installation.

Cable working load limit: 750lbs. Cable breaking load limit: 2000lbs.

For more DIY cable railing information check [Cable Railing](#).



GET A QUOTE

; ▾ Cable Railing ▾ Rod Railing ▾ Glass Railing ▾ Viewrail Gallery About Us

STOP

- Straight Staircase
- 90° Staircase
- Switchback Staircase
- Metal Stair Stringers
- Thick Treads

LEARN

- What are Floating Stairs?
- Viewrail FLIGHT Cost Guide
- Prefabricated Stairs:
Mechanical or Welded?
- Floating Stairs Installation
Guide
- About Floating Stairs

MODERN STAIRCASE
IDEAS

found in the description
below.

Post Material

304 Stainless Steel - Ir ▴ ▾

Finish

Black - Fluoropolymer ▴ ▾

Handrail Height

36" tall (10 holes) ▴ ▾

Post Configuration

"A" - Level holes (1/2") ▴ ▾

Clear

Black
Fluoro-
polymer

Powder
Coat



S-Three Restaurants
117 Willits
Birmingham, Michigan 48009



EXTERIOR FURNITURE SPECIFICATIONS

CHAIR:

MODEL: TIBURON BAR CHAIR
SIZE: 44"H X 18"W X 22"D
COLOR: BRONZE BZ

MODEL: TIBURON DINING SIDE CHAIR
SIZE: 35"H X 18"W X 23"D
COLOR: BRONZE BZ

TABLE:

MODEL: EOS BAR-HEIGHT TABLE
SIZE: 43"H X 25"W X 25"D
COLOR/FINISH: BLACK

MODEL: WOODARD: ALUMINUM SOLID TOP 30" SQUARE DINING TABLE WITH PEDESTAL BASE
SIZE: 28"H X 30"W X 30"D
COLOR: 81 AZTEC BRONZE

WASTE CONTAINER:

MODEL: MODTEC SERIES
SIZE: 39-GALLON
COLOR/FINISH: GUNMETAL SATIN

UMBRELLA:

MODEL: TUUCI'S AUTOMATED SINGLE AND DUAL MAX CANTILEVER SHADE PLATFORMS
SIZE: SQUARE 10'
COLOR/FINISH: POST: BLACK POWDER COAT; SHADE: SUNDBRELLA SAILCLOTH SEAGULL

AWNINGS:

MODEL: SANDBRELLA
COLOR: CANVAS LOGO RED

SIDEWALK DIVIDER:

MODEL: MCNICHOLS DESIGNER MESH, TECHNA 8168
COLOR: BLACK



TB79 Chaise
5 position adjustable backrest.
Integrated hidden wheels.



W 25 L 79 SH 14 Wt 40 LBS.

TB18 Bar Chair



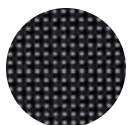
W 18 D 22 H 44 SH 28 Wt 25 LBS.

**TB35 35" Rectangular
Bar Table**
Seats 4
1.5" umbrella hole.
Accepts 9" umbrella.

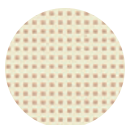


L 35 W 27.5 H 40 Wt 37 LBS.

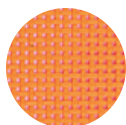
Stocked Colors



Black • **BK**

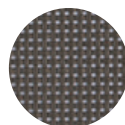


Cream • **C**



Orange • **O**

Special Order Color



Bronze • **BZ**

Note: Stainless steel furniture that will be exposed to salt air or chlorinated water should be electropolished.
See page 190 for details.

Assembly required.



Eos Bar-Height Table

Designed by Matthew Hilton for Case

\$595.00

Select your Color



Eos Bar-Height Table

 Compare colors and materials.
 [Request Free Swatches](#)

Price: \$595.00
Item Number: 3562
Availability: Please make selections

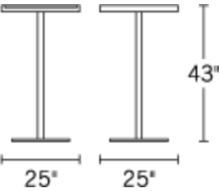
QTY [ADD TO CART](#)

[Print](#)

Product Details

Dimensions

H 43" W 25" D 25"



Materials

Powder-coated aluminum; plastic floor glides.

Shipping Info

[VIEW SHIPPING OPTIONS](#) ►



RESIDENTIAL

HOSPITALITY

SEARCH



Home » **24.5" Free-Standing Market Umbrella Bases**

WOODARD

Aluminum Solid Top 30" Square Dining Table With Pedestal Base

6T4830BT

Material: Aluminum

Height: 28"

Width: 30"

Depth: 30"

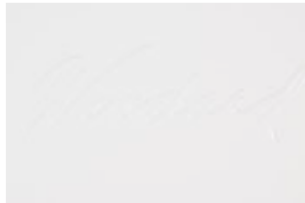


Woodard Standard Frame Finish Options - Iron & Aluminum

**Not recommended for Apollo, Casa, Delphi, Heritage, Holland, Isla, New Orleans, Nova, Spartan, Wiltshire, all Solid Cast Tops with Beaded Edge, all Cast Aluminum Table Tops and Fire Table Tops.*



19
SANDSTONE



20
HAMMERED WHITE



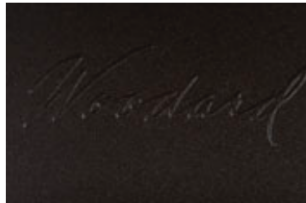
21
SMOOTH BLACK*



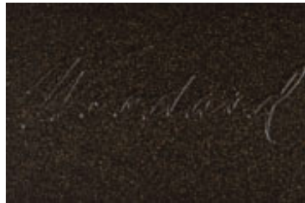
41
TEXTURED MAYAN GOLD



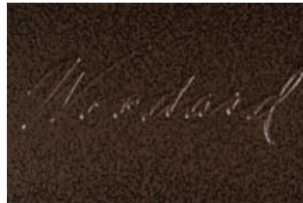
43
GRAPHITE



45
ESPRESSO



48
CHESTNUT BROWN



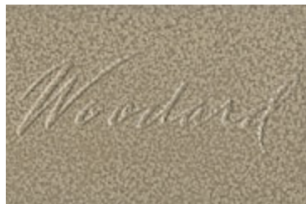
50
RUSSET



53
KHAKI



72
PEWTER



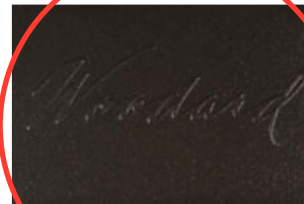
77
MESA



78
TEXTURED NAVY



80
CARBON



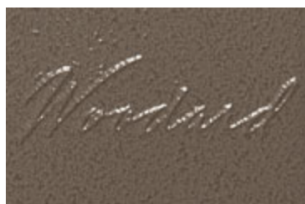
81
AZTEC BRONZE



92
TEXTURED BLACK



93
TWILIGHT



94
TEXTURED SEPIA

TIBURON

DINING GROUP

Our sleek Tiburon collection exemplifies the modern lifestyle of the California Bay Area. Seating is constructed in mixed media from #304 stainless steel, premium teak, and Batyline™ fabric; tables have sturdy steel frames with solid teak tops. While designed for outdoor use, Tiburon may also be used indoors, both in residential and in commercial applications.



TB14 Dining Side Chair
Ships 2 per carton.



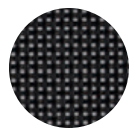
W 18 D 23 H 35 SH 18 Wt 18 LBS.

TB15 Dining Armchair
Stacking.
Ships 2 per carton.

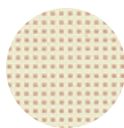


W 24 D 23 H 35 SH 18 AH 26 Wt 20 LBS.

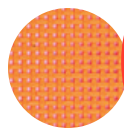
Stocked Colors



Black • **BK**

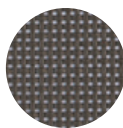


Cream • **C**



Orange • **O**

Special Order Color



Bronze • **BZ**

TB38 38" Square Dining Table

Seats 4
1.5" umbrella hole.
Accepts 9' umbrella.



L 38 W 38 H 29 Wt 58 LBS.

TB76 76" Rectangular Dining Table

Seats 8
2" umbrella hole.
Accepts up to 10' umbrella.



L 76 W 38 H 29 Wt 100 LBS.

Note: Stainless steel furniture that will be exposed to salt air or chlorinated water should be electropolished. See page 190 for details.

Assembly required.

MODTEC SERIES

Waste container, 20-gallon/39-gallon

These sleek & contemporary waste containers are guaranteed to add a touch of elegance to any business space. These 20 & 39 gallon units are manufactured from extremely durable polyethylene and 304-grade stainless steel will withstand extreme weather conditions. They blend the durability of plastic with the strength of stainless steel, making them the go-to solution for site furnishings.

KEY BENEFITS & FEATURES:

- Manufactured from polyethylene and 304-grade stainless steel, durable and built to last in any weather condition
- Customizable, multiple sizes and colors to choose from
- Liner includes Grab Bag™ system to secure trash bag for a clean appearance
- Easy to maintain and clean
- Generous 10" sq waste opening to accomidate a variety of discards
- Includes one removable, plastic liner with built-in handles and bag clip holders to secure trash bag in place
- 100% Recyclable after use
- Standard 2-day lead time

COLOR OPTIONS:



Old Bronze

20-GAL ITEM #: 724565
20-GAL UPC: 653410008625

39-GAL ITEM #: 724665
39-GAL UPC: 653410008649



Gunmetal Satin

20-GAL ITEM #: 724566
20-GAL UPC: 653410008632

39-GAL ITEM #: 724666
39-GAL UPC: 653410008656



DIMENSIONS:

ASSEMBLED DIMENSIONS	ASSEMBLED WEIGHT	CAPACITY	TRASH OPENING SIZE	ASSEMBLY REQUIRED	ADA COMPLIANT	WARRANTY	RECYCLED MATERIAL
28"H x 18"Sq	23 lbs	20-Gallon	10" x 10"	No	Yes	1-year	25%+
36"H x 22"Sq	32 lbs	39-Gallon	10" x 10"	No	Yes	1-year	25%+

SHIPPING DIMENSIONS:

SIZE	SHIPPING SPECS	# OF CARTONS	CARTON SIZE	CARTON WEIGHT	DIMENSIONAL WEIGHT	COUNTRY OF ORIGIN	FREIGHT CLASS	HTS CODE	NMFC CODE
20-gal	LID + BASE	1	18.5" x 18.5" x 29"	23 lbs	60 lbs	USA	250	7218.5.99.9080	156600
39-gal	LID + BASE	1	22.25" x 22.25" x 38"	32 lbs	121 lbs	USA	250	7218.5.99.9080	156600

Contact Information:

Email: cpservice@commercialzone.com

Phone: 1.800.782.7273

2727 W. Good Hope Rd, Milwaukee WI, 53209



AUTOMATED SINGLE AND DUAL MAX CANTILEVER

TUUCI's Automated Single and Dual MAX Cantilever shade platforms redefine shade technology. Automation and shade integrate seamlessly with our convenient and intuitive push-button interface. Shading, lighting, and heating come alive at your fingertips with a one-touch control panel featuring smart safety protocols. A whole new level of intelligent design has been reached.



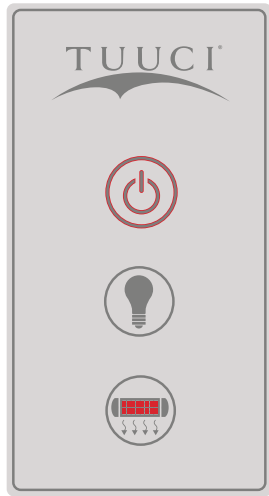
Features:

- a. Control Box
- b. Push Button Control Makes It Easy To:
 - Open and Close the Canopy*
 - Turn On and Off the Luna LED Light*
 - Power Two Energy-Efficient Heaters*
- c. Energy-Efficient Infrared Radiant Heaters
- d. Luna LED Light Provides State-of-the Art Ambient Lighting
- e. Telescoping Mast Provides Ample Tabletop Clearance

for more information visit tuuci.com

CONFIGURATION OPTIONS

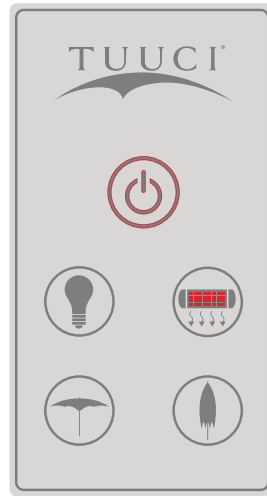
Automation to suit your individual needs. Choose from three pre-set configuration options available for both the Single and Dual MAX Cantilever.



LIGHT AND HEATERS



LIGHT AND AUTOMATION



LIGHT, HEATERS AND
AUTOMATION

FINISH OPTIONS

ALUMA-TEAK™



natural



java

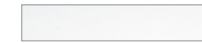


weathered



aspen white

POWDER-COAT



textured bright white



sea shell white



ash grey



jet black



espresso



hammered bronze

SHAPES & SIZES

SINGLE CANTILEVER



Octagon

ft. / m.

9.0' / 2.75

11.0' / 3.4

13.0' / 4.0



Square

ft. / m.

8.0' / 2.45

10.0' / 3.0

12.0' / 3.65

13.0' / 4.0



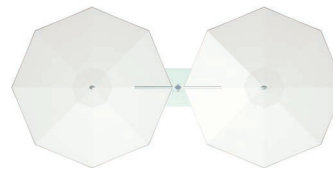
Rectangle

ft. / m.

8' x 12' / 2.45 x 3.65

10' x 14' / 3.0 x 4.25

DUAL CANTILEVER



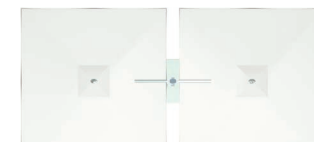
Dual - Octagon

ft. / m.

9.0' x 18.0' / 2.75 x 5.4

11.0' x 22.0' / 3.4 x 6.8

13.0' x 26.0' / 4.0 x 8.0



Dual - Square

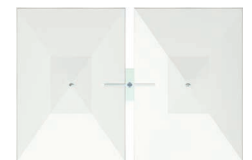
ft. / m.

8.0' x 16.0' / 2.4 x 4.9

10.0' x 20.0' / 3.0 x 6.0

12.0' x 24.0' / 3.65 x 7.4

13' x 26.0 / 4.0 x 7.9



Dual - Rectangle

ft. / m.

16' x 12' / 4.9 x 3.65

20' x 14' / 6.0 x 4.25



McNICHOLS® ACCESSORIES

U-Edging, Carbon Steel, Hot Rolled, 14 Gauge (.0747" Thick), Type 401 U-Edging (1/4" Opening x 1" Width)

McNICHOLS® Accessories, U-Edging, Carbon Steel, Hot Rolled, Mill Finish, 14 Gauge (.0747" Thick), Type 401 U-Edging (1/4" Opening x 1" Width), Used to Frame the Edges of Carbon Steel Perforated Metal, Expanded Metal and Wire Mesh

ITEM 4001440110 - 1" x 120"

ITEM SPECIFICATIONS

Item Number	4001440110
Product Line	Accessories
Accessory Type	U-Edging
Primary Material	Carbon Steel (CS)
Alloy, Grade or Type	Hot Rolled (HR)
Material Finish	Mill Finish
Gauge/Thickness	14 Gauge (.0747" Thick)
Accessory Profile	Type 401 U-Edging (1/4" Opening x 1" Width)
Opening (Clear Space)	1/4"
Width	1"
Length	120"
Compatible With	Used to Frame the Edges of Carbon Steel Perforated Metal, Expanded Metal and Wire Mesh
Weight	0.35 Lbs./Linear Foot
Product Form	Piece
Sizes	1/4" Opening x 1" Width x 120" Length (Cut Lengths Available)

DRAFT Planning Board Minutes
August 28, 2019
08-130-19

F. Special Land Use Permit and Final Site Plan & Design Review

- 1. 117 Willits, Sidecar, Slice and Shift (Former Mitchell's Seafood)** – Request for approval of a Special Land Use Permit to allow the operation of three licensed restaurants (Sidecar, Slice and Shift) sharing one kitchen and under common ownership.

Planning Director Ecker presented the item. She stated that to her knowledge, there are no rules preventing a lounge or a bar for a Class C license. She also stated that as far as she knew, Mitchell's Seafood resulted in no complaints from the adjacent residents in at least 15 years.

Steven Simon, applicant and owner of Rojo Mexican Bistro and Sidecar, explained:

- Sidecar would maintain its current hours of 11 a.m. to 2 a.m. daily. Slice would likely be open from 11 a.m. to 10 p.m. during the week, and 11 a.m. to 11 p.m. on Fridays and Saturdays. Shift would open at 3 p.m. and close at 2 a.m. as well, open five to six nights a week.
- He was unable to reach an agreement with the landlord to keep Sidecar in its current space beyond the end of its fall 2020 lease. As a result, Slice and Shift will open earlier at the 117 Willits location, and Sidecar will join those two establishments at the conclusion of its lease.
- He would be happy to either remove or rearrange a bit of outdoor seating to ease any possible pedestrian congestion on that sidewalk. It would be his preference to have the outdoor seating abutting the building, with the pedestrian walkway closer to the street, so that the business of the restaurant does not interrupt the pedestrian walkway.
- The storefront will be modified to allow the exterior of the restaurant to open onto the street in instances of good weather.
- Staff is trained thoroughly in how to deal with any alcohol-related issues that could arise with patrons later in the evening. Serving food late into the evening usually curtails the likelihood that the environment will yield alcohol-related nuisances.

Christopher Longe, architect, explained he was under the impression this was going to be a preliminary site plan review and so there are some discrepancies between the furniture that was specified and the furniture that was drawn on the plan. Doors will be added to the storefront in order to promote a more open atmosphere. No windows will be replaced.

Chairman Clein invited public comment.

Paul Regan noted that parking requirements were not discussed as part of this review.

Chairman Clein stated that the establishment is located in the Downtown Parking Assessment District (PAD).

Mr. Regan asked if there was any analysis to confirm that the necessary parking would be available in the parking deck adjacent to the establishment. He also asked if the Advisory Parking Committee had been consulted regarding the likely parking needs for this establishment.

Chairman Clein explained that establishments within the PAD are assumed to have their parking needs absorbed by the general parking available within the downtown area. The Zoning Ordinance does not require establishments within the district to provide their own parking.

Mr. Koseck added that the PAD had been able to absorb the parking needs of the restaurant that had previously been in this location. Since there will not be an outsized increase from the number of seats in the old establishment to the number of seats in the new establishment, there should not be any particular increase in the strain on the PAD.

Mr Williams said that he would like to see the planned layout for the outdoor seating if the pedestrian pathway does not abut the building. He said the current planned path is insufficient.

Chairman Clein agreed that the current path proposed is insufficient. He preferred Slice's outdoor seating to abut the building.

Motion by Mr. Williams

Seconded by Mr. Share to recommend postponement of the Special Land Use Permit Amendment and Final Site Plan Review for 117 Willits – Shift / Sidecar / Slice until September 11, 2019 and dependent on the receipt of the following:

- 1. The applicant must amend the floor plans to show the correct number of interior seats proposed prior to appearing before the City Commission for final approval;**
- 2. The applicant must submit specification sheets on the proposed outdoor planter boxes and railings for all restaurants prior to appearing before the City Commission for final approval;**
- 3. The applicant must add a second means of egress for both the Sidecar and Slice restaurant areas and submit plans showing egress travel paths and total egress travel distances prior to appearing before the City Commission;**
- 4. The applicant must obtain approval from the Historic District Commission for the exterior changes;**
- 5. The applicant must provide the proposed business hours for the interior or exterior dining areas of each of the three restaurants;**
- 6. The applicant must provide color selections for all materials prior to appearing before the City Commission for final approval; and,**
- 7. The applicant must provide a clearly marked 5' pedestrian pathway free of obstructions adjacent to the outdoor dining areas for each restaurant.**

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Share, Boyle, Jeffares, Whipple-Boyce, Clein, Koseck

Nays: None

NOTICE OF PUBLIC HEARINGS
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY
PUBLIC HEARING OF CONFIRMATION

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, September 16, 2019, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, September 23, 2019, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Lakeview Avenue from Harmon Street to Oak Avenue
Nature of Improvement:	Improvements to Lakeview Avenue from Harmon Street to Oak Avenue, consistent with City policy
City Staff Contact:	Paul O'Meara 248.530.1836 pomeara@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish August 25 th and September 1st, 2019
Approved minutes may be reviewed at:	City Clerk's Office

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.



MEMORANDUM

Engineering Department

DATE: September 9, 2019

TO: Joseph Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Petition for Special Assessment
Lakeview Avenue Paving – Harmon Street to Oak Avenue

INTRODUCTION:

The Engineering Department received a petition to pave Lakeview Avenue between Harmon Street and Oak Avenue.

BACKGROUND:

Earlier this year (June), the Engineering Department received a petition request to improve Lakeview Avenue from Harmon Street to Oak Avenue. Since more than half of the property owners were represented, the Engineering Department started the process of moving toward a paving project. An informational booklet was prepared and distributed to all of the residents within the project limits. An informational meeting was held on July 16th at 7:00 P.M. to further discuss the potential project and answer any questions. Thirty (30) residents attended the meeting representing twenty-four (24) of the properties within the project limits. A copy of the agenda and sign-in sheets are attached.

Since the time of the informational meeting, two (2) property owners have requested to have their names removed from the petition (i.e. 647 Lakeview and 666 Lakeview). Based on this, the revised percentages of property owners in favor of the project are:

By Parcel.....19 out of 39 (48.7%)
By Front Foot Assessed.....1,003.22 ft. out of 2,262.27 ft. (44.5 %)

The attached map indicates the proposed assessment district and the highlighted properties are those in favor of proceeding.

To move the process to the next step, the City Commission is required to invite all potential members of the special assessment district to a public hearing, which is scheduled for September 16th. All residents have been notified per the attached mailed notice. The City Commission is the final authority as to whether the project should proceed or not, no matter what the final level of support is on the street. If the City Commission declares that the project is a necessity, a second public hearing of confirmation must be scheduled and held, as reflected in the previously passed motion. At that time, the estimated costs will become a lien on the properties. Payment provisions are outlined in the booklet attached.

Since this project was not budgeted, and since there are not sufficient funds in the Local Streets budget to add this project to the current fiscal year, if it were to move forward, we recommend that the funding to prepare the plans and bidding documents be expended in the current fiscal year, and that the project be let for bid earlier next year. Construction would then proceed in August of 2020, and be completed by October/November, using budgeted funds from the 2020/2021 fiscal year. The City would ultimately pay 15% of the project costs (for paving), and collect back the expended funds for the remaining 85% from the adjacent owners. Sewer and water improvements are also anticipated, which would come from the Sewer and Water Funds.

In accordance with City policy, the pavement is proposed to be constructed at twenty-six (26) feet wide with integral concrete curbs. Serious drainage problems on the street will be corrected primarily by hauling out excess earth, and installing a new road that is below the level of the existing sidewalks. Although a detailed cost estimate has not been done for this street, the assessment for this project is estimated at \$195 per front foot of road with this cross-section. Concrete driveway approaches would be constructed and appropriately assessed to each owner based on the square footage of the drive approach constructed. As referenced elsewhere, all homes with a sewer lateral over fifty (50) years old should be replaced as a part of the project, under a separate special assessment district. We estimate about 50% of the homes will be subjected to this charge, which should be approximately \$2,000. Similarly, all homes with a $\frac{3}{4}$ inch water service should be replaced as a part of this project, under a separate special assessment district. We estimate about 50% of the homes will be subjected to this charge, which should be approximately \$2,000.

LEGAL REVIEW:

No legal review required at this time.

FISCAL IMPACT:

Based on the preliminary cost estimates, the following are the anticipated costs to the various City Funds:

- Local Streets Fund – \$ 550,000
- Sewer Fund – \$ 200,000 - \$400,000
- Water Fund – \$ 200,000

SUMMARY:

From the time of the petition was initiated to the writing of this memo, the percentage in favor of the petition has wavered from 53.8% to 48.7%. As a result, two (2) recommendations are presented for consideration given the decline in support for the petition.

ATTACHMENTS:

- Revised Map of SAD limits (1 page)
- City Commission Memo (dated July 29, 2019)
- Copy of Emails withdrawing support (4 pages)

SUGGESTED ACTIONS:

- A) To authorize necessity for the paving of Lakeview Avenue from Harmon Street to Oak Avenue and adopt the resolution for this project.

OR

- B) To take no action

WHEREAS, The City Commission has received the petition submitted by Ms. Christina McKenna Walton requesting the paving of Lakeview Avenue from Harmon Street to Oak Avenue; and

WHEREAS, The City Commission is of the opinion that construction of the improvement herein is declared a necessity; and

WHEREAS, The City Commission has not declared it practicable to cause estimates of cost thereof and plans to be made at this time, now therefore be it,

RESOLVED, that there be constructed an improvement to be hereinafter know as:

LAKEVIEW AVENUE – HARMON STREET TO OAK AVENUE

consisting of the construction of a twenty-six (26) foot wide concrete pavement (face to face) with integral curb and gutter, be it further

RESOLVED, that at such time as the Assessor is directed to prepare the assessment roll, eighty-five percent (85%) of the estimated cost be levied against the assessment district, and fifteen percent (15%) of the estimated cost be charged against the City at large, be it further

RESOLVED, that there be a special assessment district created and special assessments levied in accordance with the benefits against the properties within such assessment district, said special assessment district shall be all properties, both public and private, within the following district:

"Greenwood Sub, N."

Lots 22 to 51

"Donald W. Young Subdivision"

Lots 1 to 8

"Vinewood Subdivision"

Lot 1

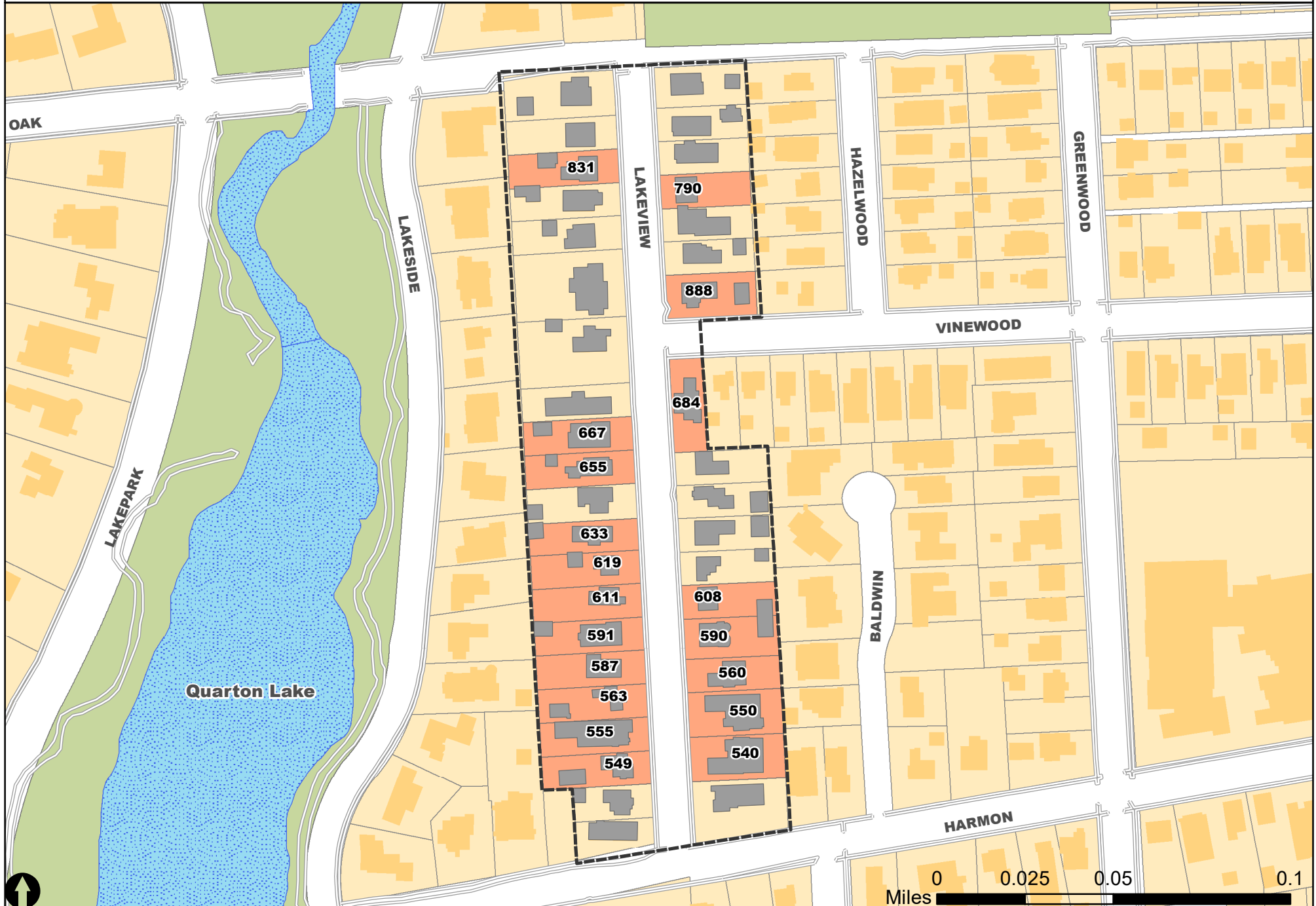
be it further

RESOLVED, that the Commission shall meet on Monday, September 23, 2019 at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the paving of Lakeview Avenue from Harmon Street to Oak Avenue.

CITY OF BIRMINGHAM
SAD - LAKEVIEW AVE.

 IN FAVOR OF SAD

SEPTEMBER 9, 2019





MEMORANDUM

Engineering Department

DATE: July 29, 2019

TO: Joseph Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Petition for Special Assessment
Lakeview Avenue Paving – Harmon Street to Oak Avenue

INTRODUCTION:

The Engineering Department received a petition to pave Lakeview Avenue between Harmon Street and Oak Avenue.

BACKGROUND:

In June of 2019, the Engineering Department received a request to pave Lakeview Avenue between Harmon Street and Oak Avenue. Since the petition reflected a majority of the property owners on these two (2) blocks, an informational booklet (attached) was prepared and distributed. An informational meeting was held on July 16, to discuss the matter further with any interested parties. Twenty-four (24) properties were represented at the meeting. Since the July 16th meeting, no residents have requested to be added or removed. The following percentages of property owners are in favor of the project:

By Parcel.....21 out of 39 (53.8%)
By Front Foot Assessed.....1,184.28 ft. out of 2,262.27 ft. (52.4 %)

The attached map indicates the proposed assessment district and the highlighted properties are those in favor of proceeding.

The existing pavement is a cape seal surface. There is no curb, and the edges of the road are a continuing maintenance problem, particularly where drainage is poor. The sidewalk elevation is below the road in several areas on the street, so the water collects in the sidewalk without a drainage outlet. In accordance with the City policy, the road is proposed to be constructed at twenty-six (26) feet wide, with concrete pavement and curbs.

Although a detailed cost-estimate has not been done for this street, the assessment for this project is estimated at \$195 per front foot of road with this cross-section. Concrete driveway approaches would be constructed and appropriately assessed to each owner based on square footage.

Due to the existing water mains size and age, it would be recommended for replacement, should a new pavement be proposed. No substantial improvements have been made to the existing combined sewer in decades. It is anticipated that some sections of the sewer

system would likely be recommended for replacement or improvements (i.e. point repairs or lining). Additional study will be required to verify this. In accordance with the current City policy, all of the older sewer laterals (fifty years or older) and water services less than one inch will be required to be replaced as a part of this project and those costs will be assessed to the benefitting property owners.

If authorized at this time, the project could be designed and bid during the early part of 2020. Construction would have to be budgeted in the upcoming fiscal year, with construction starting after July 1, 2020.

LEGAL REVIEW:

No legal review required at this time.

FISCAL IMPACT:

Based on the preliminary cost estimates, the following are the anticipated costs to the various City Funds:

- Local Streets Fund – \$ 350,000
- Sewer Fund – \$ 200,000 - \$400,000
- Water Fund – \$ 200,000

SUMMARY:

The Engineering Department recommends that a public hearing of necessity be scheduled for Monday, September 16, 2019, at the regular scheduled City Commission meeting, and that the public hearing to confirm the roll be held at the regularly scheduled City Commission meeting on September 23, 2019.

ATTACHMENTS:

- Map of SAD limits (1 page)
- Copy of the Petition (8 pages)
- Lakeview Ave. Paving Report (10 pages)
- Informational Meeting Agenda (1 page)
- Informational Meeting Sign-In Sheet (3 pages)

SUGGESTED RESOLUTION:

To receive the petition submitted requesting the paving of Lakeview Avenue from Harmon Street to Oak Avenue and to adopt the following resolution:

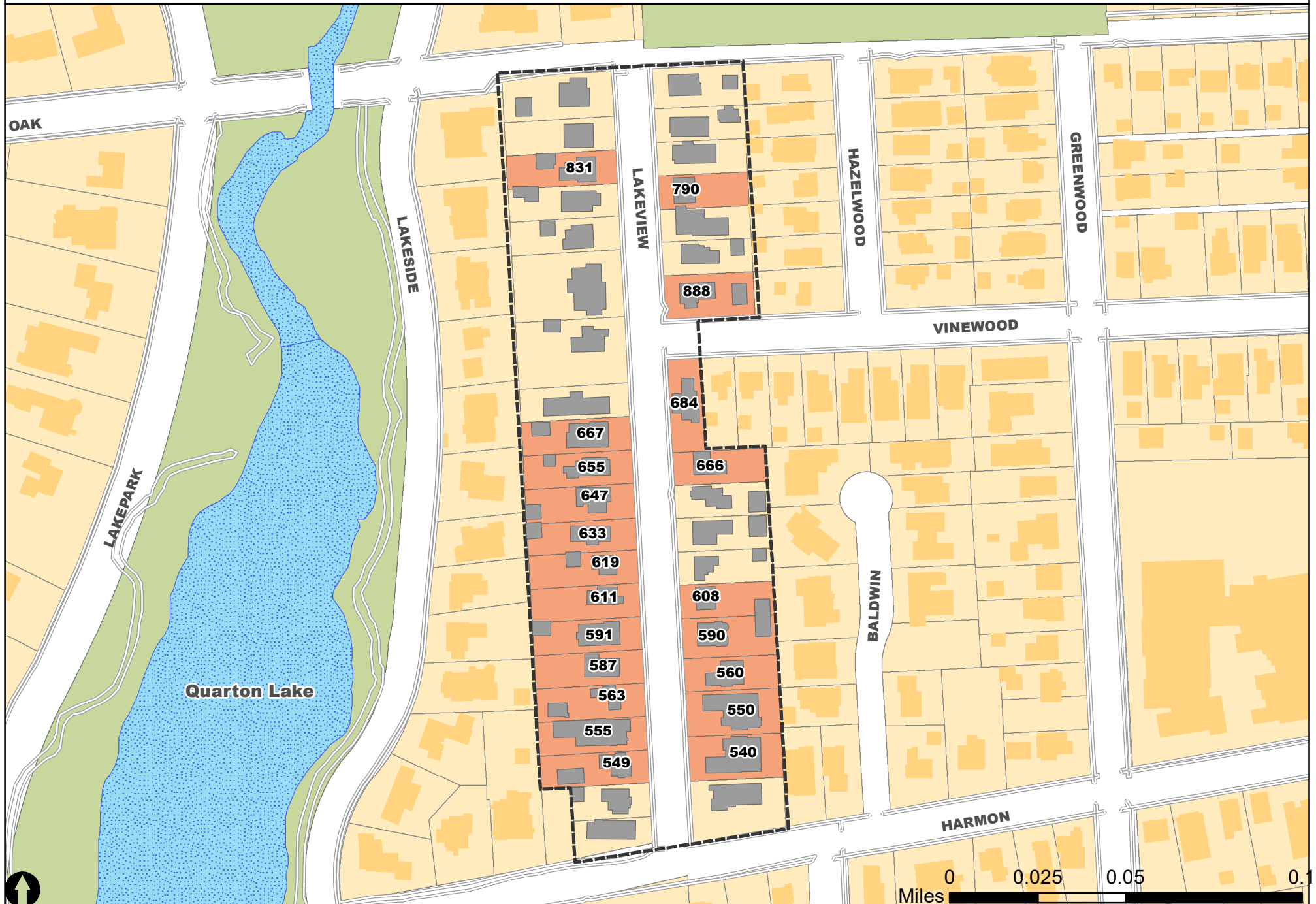
RESOLVED, That this Commission shall meet on Monday, September 16, 2019 at 7:30 P.M., for the purpose of conducting a public hearing of necessity for the improvement proposed herein.

FURTHER RESOLVED, if necessity is determined on September 16, 2019, a hearing to review the assessments and to confirm the roll will be held on September 23, 2019 at 7:30 P.M.

CITY OF BIRMINGHAM
SAD - LAKEVIEW AVE.

 **IN FAVOR OF SAD**

JULY 26, 2019



[illegible]

16/7

To: City Commission
Birmingham, Michigan

The installation of 26' wide concrete pavement with concrete curbs, parking allowed on both sides, and concrete driveway apron replacement.

Location: Lakeview Ave. - Oak St. to Harmon St.

This request is made for the purpose of advising the City Commission of the desire for such improvement and willingness to have property assessed if the Commission, in the exercise of its discretion, orders such improvement to be made. Subsequent to your signing this petition should you wish to have your name withdrawn from the petition you are asked to send a letter to the City Engineer to represent the removal of your signature. Your letter must be received prior to the City Commission action to declare necessity in order for the withdrawal to be effective.

[illegible]

[illegible]

Petition Circulator:

Page:

Telephone No.

REQUEST FOR PUBLIC IMPROVEMENT

(Special Assessments Only)

To: City Commission
Birmingham, Michigan

We, the undersigned, owners of property in the City of Birmingham to be benefited by the proposed improvement, description of which property, and our addresses, are set forth opposite our respective names hereto, do hereby request the following public improvement, to wit:

The installation of 26' wide concrete pavement with concrete curbs, parking allowed on both sides, and concrete driveway apron replacement.

Location: Lakeview Ave. – Oak St. to Harmon St.

It is the practice of the city that as part of this project city staff will review the condition and make improvements to the city sewer and water mains. The city also bids out sewer service line replacement as a part of the construction contract so that all private sewers that are over 50 years old are also replaced, which will result in a second special assessment. The City also encourages private utilities (gas, electric and wire equipment companies) to review their facilities at no additional cost to the homeowner. The replacement of sidewalks will be added to the special assessment district costs whenever it is necessary to replace to be compatible to the improvement in the right-of-way and adjoining properties.

This request is made for the purpose of advising the City Commission of the desire for such improvement and willingness to have property assessed if the Commission, in the exercise of its discretion, orders such improvement to be made. Subsequent to your signing this petition should you wish to have your name withdrawn from the petition you are asked to send a letter to the City Engineer to represent the removal of your signature. Your letter must be received prior to the City Commission action to declare necessity in order for the withdrawal to be effective.

[illegible]

Page: 4/7

[illegible]

Christina McKenna Walton

5/7

248-514-7085

(Special Assessments Only)

5/31/19 Marjorie Duncan 540 Lakeview Margie Duncan
5/31/19 Todd Emerson 619 Lakeview
5/31/19 Todd Emerson 611 Lakeview
6/5/2019 DAVID A. SCHWARTZ 550 LAKEVIEW David Schwartz

Page: 619

[illegible]

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND) SS.:

I, being duly sworn, say that I reside at No. 608 Lakewood Avenue,

that I know of my own personal knowledge that each of the persons purporting to sign the foregoing request did sign the same and that all of said signers are property owners of the City of Birmingham.

Christina M. Korman (Signed):

Address:
608 Lakewood Ave, Birmingham MI 48009

(Date Submitted): June 21, 2019

Signed, subscribed and sworn to before me, a Notary Public
in and for said County this 11th day of June, 2019

Cheryl Arft
My Commission Expires: 9-3-2024



PROPOSED PROJECT REPORT

LAKEVIEW AVENUE PAVING

Oak St. to Harmon St.



**City of Birmingham
Engineering Department**

June 28, 2019

PROPOSED PROJECT REPORT: LAKEVIEW AVENUE PAVING

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I. INTRODUCTION

Recently, the residents on Lakeview Avenue between Oak Street and Harmon Street signed and submitted a petition requesting that the City install a new paved surface on their street. The following report has been prepared to allow property owners in the affected area to understand the full impact of the idea.

With the submission of this petition, verified signatures representing **fifty-four percent (54%)** of the properties on this street indicated that they would be in favor of a paving project. Anyone who signed the petition, who, for whatever reason, is no longer in favor of the project, will need to indicate so in writing to our office to have his or her name removed. Likewise, anyone that wishes to add his or her name in favor of the project will need to submit a note in writing to our office indicating this.

II. EXISTING CONDITIONS

ROADWAY HISTORY

Lakeview Avenue (between Oak Street and Harmon Street) was originally platted in 1916 and 1918 with a sixty (60) foot road right-of-way. The road was constructed as a gravel road and has never been engineered to drain water or serve as a durable road surface. Over the years, as with other gravel streets in Birmingham, the road surface began to be oiled to reduce dust and improve stability. Starting in the 1940's, the road began to be chip sealed. As technology improved, a cape seal process has been used which creates a surface resembling asphalt, without the durability properties of asphalt. Resealing is often necessary every seven (7) to ten (10) years depending on particular conditions of the road.

As with all cape seal streets, the surface of Lakeview Avenue is rough in spots and the edges tend to break off. Water and mud can remain in the roadway at some locations long after rainstorms are over. Drainage has been a problem, particularly along the edge of the street. Grass near the street is difficult to maintain, since vehicles often park off the edge of the street. The existing road surface is approximately twenty (20) feet wide, but there are areas where it is wider to allow for on-street parking in front of some homes. The roadway is generally centered in the sixty (60) foot wide City Right of Way.

The existing sidewalks on Lakeview Avenue are generally four (4) feet wide.

PUBLIC UTILITIES

There is an existing eight (8) inch combined sewer that runs from Oak Street to Harmon Street that was constructed in 1926. There is also an existing twenty-one (21) inch combined sewer that flows from Vinewood Avenue south to Harmon Street that was constructed in 1941.

There is an existing six (6) inch cast iron water main that runs from Oak Street to Harmon Street that was installed in 1923.

Given the age and nature of this infrastructure, future study of these systems may require their replacement. While there is no additional cost for the replacement of water mains or sewer lines, there may be additional costs for sewer lateral replacements and water lead replacements as outlined below.

III. PROPOSED IMPROVEMENTS

ROAD IMPROVEMENTS

Lakeview Avenue is proposed to be paved with the City's standard road width in a residential area, which is **twenty-six (26) feet**, measured between the face of the curbs. An example of how this width appears can be found on Greenwood Street. Unlike Greenwood Street, however, the entire road will be constructed of concrete, which is now the City's standard pavement for new roads.

Lakeview Avenue has a sixty (60) foot wide right-of-way. After the installation of the road as described above, there will be approximately twelve (12) feet of grass between the sidewalk and the curb. Typically, tree roots grow in the direction of available water. In the case of street trees, the roots tend to grow towards the adjacent front yards, and away from the street. The impervious nature of the hard gravel road, and later the sealed paved surface, discourages the growth of roots in the area of the road. Nevertheless, we cannot guarantee what impact this project will have on each tree until the project is underway, as each tree is different.

The proposed limits for this project would start at the south side of the Oak Street intersection and go to the north side of the Harmon Street intersection, including the Vinewood Avenue intersection.

The sidewalks will generally remain as they are today, with repairs where damaged occurred due to installation of the sewer leads, or where needed for existing trip hazards. All sidewalk ramps within the project limits will also need to have ADA compliant ramps and detectable warnings installed.

Since all existing trees were installed relatively close to the City sidewalks, no trees are slated for removal as a result of this project. It should be noted that the City has constructed several new streets with similar situations, and typically very few trees are lost due to construction. However, since the risk of damage is present, homeowners need to be aware that some tree loss may occur, either during construction, or subsequent to it.

PUBLIC UTILITY IMPROVEMENTS

SEWER LINES

A cursory review of the existing sewers indicates the possible need for improvements. However, additional research and/or a study will be required in order to determine the extent and type of improvements, if any. This will be conducted by the City once the project is authorized and before the design begins to ensure all necessary pipe replacement and/or repairs are done to ensure that the pipe is stable for many years to come.

WATER LINES

The existing water main will be replaced with a new eight (8) inch water main as part of this project. An alignment for this water main will have to be determined during the detailed design phase. We will work to avoid damage to the existing trees, but it is possible that a small number of trees may be in conflict with this work.

*****It should be noted that the improvements to the City water main and any improvements deemed necessary to the City sewer, will not affect (increase) the cost of the special assessment.*****

SEWER LATERAL REPLACEMENT (THE LINE FROM YOUR HOME TO THE CITY SEWER)

Beginning in 2007, whenever the City is constructing a new pavement such as envisioned in this project, each home's sewer lateral must be considered relative to its remaining service life. Each homeowner is responsible for the maintenance of their sewer lateral from the home to the City sewer connection. The portion from the right-of-way line to the City sewer can be quite costly to repair if done on an emergency basis because it has collapsed. Experience has shown when older sewer laterals are replaced in conjunction with a street renewal project, the cost of the work is generally substantially reduced. Replacing older sewer laterals also significantly reduces the possibility of the new pavement having to be cut and patched afterward due to the continuing decline of sewer laterals. With that in mind, should the City Commission authorize the installation of a new pavement, **all homes with sewer laterals older than fifty (50) years (the expected service life of an underground pipe from that era), will be included in a second special assessment district requiring removal and replacement of the sewer lateral in the right-of-way at homeowner expense as part of this project.**

WATER SERVICE REPLACEMENT (THE LINE FROM YOUR HOME TO THE CITY WATER)

Beginning in 2017, whenever the City is constructing a new pavement such as envisioned in this project, each home's water service must be considered relative to its size (diameter) and material. Each homeowner is responsible for the maintenance of their water service from the home to the City water connection. Experience has shown when water services are replaced in conjunction with a street renewal project, the cost of the work is generally substantially reduced. Upgrading the water service to one (1) inch diameter service also significantly reduces the possibility of the new pavement having to cut and patched afterwards due to either the desire by the homeowner to upgrade the size, needed replacement or from new construction. The current Building Code requires all new construction to have a minimum of a one (1) inch diameter water service. With that in mind, should the City Commission authorize the installation of a new pavement, **all homes with water laterals that are ¾" in diameter will be included in a third special assessment district requiring removal and replacement of the water service in the right-of-way at homeowner expense as part of this project.**

IV. PROJECT APPROVAL PROCESS

PUBLIC HEARING TO AUTHORIZE PROJECT

Installing a new permanent improved pavement on Lakeview Avenue will require that the City Commission authorize the creation of a special assessment district (SAD). Prior to this occurring, the Engineering Department will hold an informational meeting with residents on the street to review this program and answer any questions you may have to ensure that you fully understand what is being proposed prior to scheduling the Public Hearing. This informational meeting is scheduled for **July 16, 2019 at 7:00 p.m. at City Hall**. After the open informational meeting described on the cover letter is held, if it can be demonstrated that **a majority (over 50%)** are still in favor of the road paving plans, City staff will forward the petition to the City Commission, and recommend that a Public Hearing of Necessity of this project be scheduled to consider whether to authorize the project. The Public Hearing date will likely be set approximately four (4) weeks later. City staff will invite all property owners by individual notice (and advertise in the local press) to a Public Hearing for the purpose of taking comments in regard to the proposed project.

The Public Hearing will provide a forum for those impacted by the project to discuss the matter with the City Commission prior to any decision on the project being made. Any interested party may provide comment either by appearing and speaking at the meeting, or filing a letter with the City Clerk, preferably one (1) week prior to the scheduled hearing date.

After the Public Hearing is closed, the City Commission will determine if the proposed project is necessary and advisable. If they vote in favor of the project, the City Assessor will be directed to prepare a special assessment roll identifying all properties to be assessed, and the estimated amounts to be assessed against each property (described below). A second Public Hearing will be scheduled to confirm the roll of assessments.

PUBLIC HEARING TO CONFIRM ASSESSMENTS

The City Commission will then schedule another Public Hearing for the confirmation of the roll assigning the amounts for the special assessments. The City will again invite all property owners to this hearing. Property owners will be able to determine their particular assessment at the City Clerk's office for a period of ten (10) days prior to the hearing. The City Commission may confirm, correct, revise, or annul the special assessment roll.

A property owner or party-in-interest may file a written appeal of the special assessment with the Michigan Tax Tribunal within thirty (30) days of the confirmation if the property owner or party-in-interest, or their agent, appears and protests the assessment at the Public Hearing held for the purpose of confirming the roll. Appearance and protest may be made in person at the hearing, or may be made by filing a letter with the City Clerk prior to the hearing. If a protest is not made at the Public Hearing, an appeal may not be filed with the Michigan Tax Tribunal.

If the Commission confirms the roll, the Engineering Department will begin design of the project. After construction takes place, and final costs are available, the roll is subject to adjustment after the actual cost of construction is determined.

V. CONSTRUCTION

ANTICIPATED CONSTRUCTION SEQUENCE

Construction will likely take the following course:

1. The existing road surface will be removed or pulverized.
2. City sewer will be replaced and/or repaired (if determined necessary).
3. City water main will be replaced.
4. Sewer and water services will be replaced on an as-needed basis.
5. The existing storm drains will be abandoned, and new catch basins will be installed to accommodate the new road design. Short sections of storm sewer will be installed to drain these new basins.
6. The new grade of the road will be roughed out; generally about twelve (12) inches lower than the existing road, to ensure that all front yards drain properly to the street.
7. A gravel road base will be prepared.
8. New concrete pavement with integral curb will be installed. The new pavement will take **at least seven (7) days** to cure to gain strength before it can be re-opened to traffic.
9. New concrete driveway approaches will be installed. The drive approaches will match the width as needed for each existing driveway, and will be replaced complete from the sidewalk to the new curb.
10. The existing sidewalks will be repaired (where needed) to provide a consistent walking surface and new sidewalk ramps will be installed that meet current ADA regulations.
11. All yard areas within the right-of-way will be graded off, and topsoil will be placed. Front yards will generally be sodded. Seed and mulch will be used in small areas where sod is impractical, in areas where sod would not be watered, and adjacent to large trees. Seed will also be installed upon written request.
12. The Contractor will return for a short period of time (normally two weeks) to ensure that the grass is growing sufficiently in all disturbed areas. Homeowners are encouraged to water and maintain new lawn areas after the Contractor's work has been completed.

The above phases may be interchanged somewhat based upon Contractor's preference, and weather conditions.

Access to each property's driveway will be maintained during the majority of the work. Access may be limited during the following operations:

1. City sewer or sewer service installation directly in front of the driveway approach.
2. City water main or water service installation directly in front of the driveway approach.
3. Installation of new catch basins and connections to City sewers.
4. Installation of the concrete pavement.
5. Installation of the concrete drive approach (or sidewalk).

Of the above, only items 4 and 5 should involve overnight periods. Once the new concrete is placed, it is important that all traffic stay off a minimum of seven (7) days. Note that the time between the beginning of road base construction until the drive approach is ready to be driven on can be as much as **three (3) weeks**. Sewer and water main work will impede access during the day, but traffic will be permitted to return at night.

All residents will be notified ahead of time if access is to be restricted, so that vehicles may be pulled out if needed.

It is anticipated that if this project is approved by the City Commission in the fall of 2019 that the construction on this project should be included in a larger contract during the 2020 construction season.

INSPECTION

During construction, a City Inspector will be assigned to the project. The City Inspector and the Contractor's Foreman will be on site every day that work is occurring, and will be available to discuss any concerns or problems that you have as a result of the project. The Engineering Department will also be available between 8:00 A.M. and 5:00 P.M. weekdays to respond to any concerns that cannot be resolved at the work site **(248) 530-1840**.

SPECIAL TREATMENTS (IMPROVEMENTS BETWEEN THE SIDEWALK AND THE STREET)

Note that any special landscaping treatments in the right-of-way, such as underground sprinklers, brick pavers, wood ties, shrubbery, etc., will be impacted by the project. These special items will be removed if they will be inappropriate relative to the new street. Items such as underground sprinklers will likely be damaged or destroyed. Any repairs or replacement to sprinkler systems or other special landscaping treatments (within the right-of-way) will need to be accomplished by the property owner, prior to project completion, at their own expense. Replacement of such items will be subject to the provisions of a Special Treatment License.

VI. COSTS & FINANCING

This project will include various cost components (i.e. Paving Assessment, Drive Approach, Sewer Lateral Replacement and Water Service Replacement, if necessary) that are considered assessable costs and will be assessed by the City.

ASSESSABLE COSTS

Assessable costs include grading, street surfaces, driveway approaches, sidewalks, curb and gutter, drainage structures, and final restoration. The City of Birmingham pays for 15% of the cost of the project. The adjacent property owners share the remaining 85%. The **estimated assessment for this project is approximately \$195.00 per front foot**. The estimated cost includes engineering design, construction, inspection, and project administration. Should bids come in significantly different than anticipated, City staff will review the costs and make an appropriate recommendation to the City Commission.

Corner properties are provided some financial relief in certain cases. For single family houses, if the longer side of a corner property faces the street being constructed, the City will pay two-thirds (2/3) of the cost of the assessment for that property. The property owner will be charged the remaining third (1/3). If the short side of a corner property faces the street to be constructed, the owner pays 100% of the assessment. This reduction will apply to the property owner on the southwest corner of Vinewood Avenue and Lakeview Avenue (684 Lakeview).

FINANCING INFORMATION

Once the assessment has been confirmed (at the estimated rate), and funding has been authorized, billings for the first installment shall be due and payable within sixty (60) days after billing. Normally this occurs near the starting date of the project. **You will have the option of paying the assessment in full or participating in a payment plan for up to ten (10) years.** Bills not paid when due will be subject to additional interest and penalties. If you desire to pay the cost of the assessment over a ten-year period, you will pay interest at the rate fixed by the Commission at the time of the confirmation hearing. The interest rate selected reflects current market conditions, but will not exceed 12%. You may pay off the assessment, including interest accrued to date; or you may pay the total amount at the first payment date and not accrue any interest. If you elect to pay in ten (10) installments, interest will then be charged to the second and subsequent bills, based upon the unpaid balance. Subsequent bills will arrive approximately every twelve (12) months thereafter, until the assessment is paid.

For this example, a 50-foot lot width was used, and a 130 square foot driveway approach. In addition, the sewer lateral replacement is estimated at \$70.00 per linear foot for 30 feet in the road right of way and the water service replacement is estimated at \$60.00 per linear foot for 30 feet in the road right-of-way.

The assessment for this parcel would be calculated as follows:

Paving Assessment:	50 LF @ \$ 195.00 / LF =	\$ 9,750.00
Drive Approach:	130 SF @ \$ 6.50 / SF =	\$ 850.00
Sewer Lateral Replacement:	30 LF @ \$ 70.00 / LF =	\$ 2,100.00
<u>Water Service Replacement:</u>	<u>30 LF @ \$ 60.00 / LF =</u>	<u>\$ 1,800.00</u>

TOTAL: \$14,500.00

Total Cost = \$ 14,500.00

No interest on first payment.

Assumed Interest Rate = 5.0%

Interest due on unpaid balance.

Loan payable over 10-year period.

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.



LAKEVIEW AVENUE PAVING PROJECT

INFORMATIONAL MEETING AGENDA JULY 16, 2019

1. Sign Attendance Sheet
2. Introductions
3. Where are we here?
 - a. Lakeview is an unimproved road
 - b. A petition has been submitted to the City (54%)
4. What is being proposed?
 - a. Updating the road to an Improved Road (concrete w/curbs)
 - b. Updating Public Utilities (as needed)
5. What are the costs to the residents?
 - a. Road Improvement (85%) - \$195.00 per foot of frontage
 - b. Driveway Approach \approx \$1,000
 - c. Sewer Lateral Replacement (if 50 years or older / Orangeburg) \approx \$2,000
 - d. Water Service Replacement (if $\frac{3}{4}$ " or lead) \approx \$2,000
6. What are the costs to the City?
 - a. 15% of the Road Improvements
 - b. All costs associated with any public sanitary sewer improvements
 - c. All costs associated with any public water main improvements
7. If project moves forward, when will construction begin?
 - a. Depends on Budget – likely 2020 or 2021
8. What are the next steps?
 - a. Allow residents time to add/remove name from petition (must be in writing)
 - b. If a majority remains, moves to City Commission for two public hearings
 - c. City Commission votes on proposed project
9. Questions

CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT

LAKEVIEW AVENUE PAVING PROJECT

DATE: July 16, 2019

ATTENDANCE LIST

NAME / BUSINESS	ADDRESS	TELEPHONE NUMBER	CONSTANT CONTACT EMAIL ADDRESS
DON SCHIEMANN	784 LAKEVIEW	248-706-8346	don.schiemann@gmail.com
PETER HOLLINSHEAD	590 LAKEVIEW	248 642 2195	phollinshead@comcast.net
JULIE HOLLINSHEAD	590 LAKEVIEW	248 642 2195	j.hollinshead@comcast.net
Louise Emerson	611 Lakeview	248 670 6264	lemerson@comcast.net
Todd Emerson	611 Lakeview	248-320-2185	Todd@sdc.build
Louise Emerson	619 Lakeview	248 670 6264	lemerson@comcast.net
Todd Emerson	619 Lakeview	248 320 2185	Todd@sdc.build
Loran Brooks	763 Lakeview	248-647-7319	loran.d.brooks@gmail.com
Margaret Brooks	763 Lakeview	248-647-7319	margaret.g.brooks@gmail.com
Christina McKenna	608 Lakeview	248 514 7095	cmckenna@westonelec.com
Rodney Lockwood	650 LAKEVIEW	248-361-1545	RODLOCKWOOD12YAHOO.COM

**CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT**

LAKEVIEW AVENUE PAVING PROJECT

DATE: July 16, 2019

ATTENDANCE LIST

NAME / BUSINESS	ADDRESS	TELEPHONE NUMBER	CONSTANT CONTACT EMAIL ADDRESS
Jim Gorman	739 Lakeview	248-835-3527	jim@gorman.com
Greg DeGrazia	764 Lakeview	248-227-2268	gdegrazia@gmail.com
MIKE KULWICKI	836 Lakeview	248-866-8578	mkulwicki@att.net
Heather Carmora	887 Lakeview	248-867-1346	h.carmora@siglobal.net
ALVIN STANLEY	675 LAKEVIEW	248-705-1199	astanley@gmail.com
CHRISTOPHER LUTON	608 LAKEVIEW	248-250-1086	christyluton14@gmail.com
MARY GRESSONS	790 LAKEVIEW	248-795-0082	mary@gressons.net
DAVID LURIE	755 Lakeview	248-646-9868	dlurie2001@comcast.net
JIM CALLAGHAN	666 LAKEVIEW	248-642-3423	jpcallaghan60@hotmail.com
Hilary Callaghan	666 Lakeview	248-642-3423	hcallagha@hotmail.com

**CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT**

LAKEVIEW AVENUE PAVING PROJECT

DATE: July 16, 2019

ATTENDANCE LIST

NAME / BUSINESS	ADDRESS	TELEPHONE NUMBER	CONSTANT CONTACT EMAIL ADDRESS
Lando + Sarah Juarez	591 Lakeview	202-320-6999	arlando.juarez@gmail.com
Christine Carrara	404 Lakeview	248-645-1588	ac7256@wayne.edu
Judy Block	560 LAKEVIEW	248-761-0041	jblock333@gmail.com
Bob Lavoie	555 Lakeview	248-635-6472	calavoi@aol.com
Margie Duncan	540 Lakeview	248-752-8118	mduncan@cbum.com
Steve Polt	530 Lakeview	248-647-1172	divergence@att.net
KEVIN + COLLEEN EVERETT	6067 LAKEVIEW	248-321-5008	kevin122@mac.com
KARL + M.E. LYONS	684 LAKEVIEW	248-330-1567	mel1222@aol.com
Jean Jackson	620 Lakeview	248-647-4888	jeanjs123@gmail.com



Austin Fletcher <afletcher@bhamgov.org>

Re: Lakeview Avenue Birmingham

1 message

Paul O'Meara <Pomeara@bhamgov.org>
To: Alan Zakaria <alanzakaria1@gmail.com>
Cc: Austin Fletcher <afletcher@bhamgov.org>

Wed, Aug 28, 2019 at 7:31 AM

Your request to remove your name from the petition has been received.

On Tue, Aug 27, 2019 at 11:39 PM Alan Zakaria <alanzakaria1@gmail.com> wrote:

Thank you for your feedback Paul. I would like to remove my name from the petition to have Lakeview Ave repaved with new curbs put in. Please reply to confirm that you have received this email.

Thanks,

Dr. Alan Zakaria
[647 Lakeview Ave](#)
[Birmingham, Mi., 48009](#)

On Mon, Aug 26, 2019 at 8:30 AM Paul O'Meara <Pomeara@bhamgov.org> wrote:

If the cape seal project had proceeded this year, the cost would have been about \$10 to \$11 per foot times the front width of your property. If the paving project does not happen, I expect that Lakeview would be a high priority on the next cape seal project. I am not certain if one is planned for 2020, but if not, likely 2021 at the latest.

The City staff will begin reviewing the results of the City-wide sewer study early next year. It is not likely that a major sewer project would be scheduled in the near future if the street is not paved. However, if there is a critical section that needs to be repaired (such as a spot repair), that could be scheduled without a paving project, and then the road would be patched.

On Sat, Aug 24, 2019 at 4:36 PM Alan Zakaria <alanzakaria1@gmail.com> wrote:

Thank you for your reply Paul. I had a couple of follow up questions:

- How much would the cape seal protect cost each of the homeowners on our street?
- When would be the next cape seal project be? 2020?
- When will the sewer report be out? Would the city repair a sewer without repairing the street?

Please reply when you have a chance.

Thanks,

Alan

On Aug 24, 2019, at 8:41 AM, Paul O'Meara <Pomeara@bhamgov.org> wrote:

Hello Alan,

Here are answers to your questions.

1. Lakeview Ave. was last resealed in 2008. The City's Dept. of Public Services nominated it to be cape sealed in 2019 early this year, deeming that it was in need of work. Once some of your neighbors learned that it was due to be cape sealed, they collected signatures on the petition that you signed asking that the City pave the street with a permanent pavement instead. Since the petition represented a majority, it was taken off of the cape seal list for 2019. The hearing of necessity is scheduled for Sept. 16, at which time the City Commission will take input from the property owners involved, and make a determination as to whether to proceed with a paving project or not. If the paving project is turned down, I anticipate that it would then be added to the next cape seal project list.

2. Both the water main and sewers are the originals, and have surpassed their expected service life. Like other unimproved streets, it is difficult for the City to remove and replace such pipelines and then attempt to put the street back in its current condition. Without an engineered drainage system, such projects risk making the conditions better for some residents, but worse for others. For those that end up with a new problem they did not have before, that can be very disappointing, after going through a disruptive project for at least a few months, and feeling like in some ways, problems were either not addressed or made worse. Note that there are many streets in Birmingham with this same condition, some with improved pavements, and some without. We are currently scheduling projects on streets where the improved pavement is also at the end of its service life, allowing us to address all three systems (water, sewer, and street) holistically in one project. However, this condition cannot go on forever. There is currently an Ad Hoc Unimproved Streets Study Committee discussing changing the current road paving policy in the City in such a way that it would encourage getting streets paved faster than they are currently. The final policy recommendation has not yet been formulated. Secondly, the City is currently inspecting all older sewers in the City assessing their current condition. A consultant is preparing a report that will create a list of those sewers that are in most critical need of repairs or replacement. From that list, the City will then move forward to address the most critical sewer issues, whether they are located on an unimproved street or not.

3. Much of the issues for the sewers noted above also pertains to the water main. The water main is nearing the end of its design service life, but this is again similar to many other streets in Birmingham. Some water mains last a lot longer than others, and as long as it is not leaking or breaking too frequently, it can remain in service for many years to come. Since this main is currently performing well, a decision on when to replace it in the near future would likely be tied to a decision to improve the pavement.

On Thu, Aug 22, 2019 at 2:58 PM Alan Zakaria <alanzakaria1@gmail.com> wrote:

Hello Paul,

It was very nice to meet you on Monday morning. Thank you for taking the time to answer my questions. I was following up with some questions about our street and the potential project to repave our street.

-When was the last time Lakeview Avenue was resealed? Is it due to be resealed soon if this project does not go through?

-From the report I received in the mail, it appears that the two sewers that service our street were constructed in 1926 and 1941. Will there be any planned updates to the sewers irrespective of the concrete paving moving forward? Have there been any modifications since they were constructed? Do we know how long the service life of the sewers are?

-I also noted that the cast iron water main was installed in 1923. Has this been updated or modified since then? Do we know how long the service life of this water main is? Are there plans to replace this line irrespective of the concrete paving project moving forward?

Please reply when you have a chance.

Thanks,

Dr. Alan Zakaria
[647 Lakeview Ave](#)
Birmingham, Mi., 48009

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8/28/2019

City of Birmingham MI Mail - Re: Lakeview Avenue Birmingham

Paul T. O'Meara
City of Birmingham, MI
City Engineer

248-530-1836
pomeara@bhamgov.org

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Paul T. O'Meara
City of Birmingham, MI
City Engineer

248-530-1836
pomeara@bhamgov.org

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Paul T. O'Meara
City of Birmingham, MI
City Engineer

248-530-1836
pomeara@bhamgov.org



Paul O'Meara <pomeara@bhamgov.org>

Lakeview Avenue Paving

1 message

Hilary Callaghan <hcallagha@hotmail.com>

Sun, Sep 1, 2019 at 2:39 PM

To: "pomeara@bhamgov.org" <pomeara@bhamgov.org>

Dear Mr. O'Meara:

If either my signature or that of my husband (Mary Hilary/James Callaghan) appears on the petition requesting permanent pavement and curbs for Lakeview Avenue, we request that those signatures be removed.

Thank you for your assistance in this matter.

Best regards,

Hilary Callaghan

August 18, 2019

MICHAEL PRATI
I Michael Prati, residing at 83 LAKEVIEW AVE
am rescinding my "yes"

signature on the circulated petitions of the winter/spring of 2019, reflecting a desire
by many Lakeview residents to change Lakeview Avenue, Birmingham, MI, to
concrete.

The proposed project report of June 28, 2019 by the City of Birmingham's
Engineering Department addresses this issue.

I do not want the referred road improvements made.

Michael Prati
Signed

9-9-19

Date

September 13, 2019

To the Birmingham City Commissioners:

I object to, and protest the necessity for a Special Assessment District on Lakeview Avenue on several grounds. Please consider and give serious thought to these objections.

- 1) There is a process underway to consider the best method to move forward on so called unimproved streets in Birmingham – the Ad Hoc Committee on Unimproved Roads. I have attended three of these meetings.

This process was set up in part to AVOID the exact situation we find ourselves in on Lakeview Avenue – a street where neighbors used to like and talk with each other. The petition process is tearing apart neighbors and communities.

HERE IS WHAT YOUR AD HOC COMMITTEE MEMBERS SAID ABOUT THE PETITIONING PROCESS:

Chairman Moore noted that part of the issue is how to make the process more transparent, easier, and more welcoming for a neighborhood to begin the process. (Note: On Lakeview, there was ZERO transparency).

Ms. Whipple-Boyce thought maybe they need to take a step back and consider that the petition process MAY NOT be appropriate. She doesn't like pitting neighbor against neighbor.

Mr. Fenberg said he sees the consensus as being elimination of the petition process.

Mr. Boutros said that, “as a resident he doesn't want to go around asking neighbors for their signature. That is a big burden to put on a resident and it may stir up disagreement in the neighborhood. **The decision to initiate an improvement should be shifted to City staff and the City Commission.**”

THE PROCESS YOU PUT IN PLACE – THE AD HOC COMMITTEE - NEEDS TO BE FULFILLED INCLUDING DECISIONS ABOUT PETITIONING AND ROAD SURFACE MATERIALS.

- 2) The petition process is badly flawed. There is so much information that is purposely (or unintentionally) left off of the petition that it begs the question – is the petition (or the ordinance) illegal? There is no estimate of **prices** for the special assessment. There is no mention of the **lien** that will be IMMEDIATELY placed on the residence as a result of their signature. There is seemingly no requirement for **notarizing signatures** – which is unthinkable considering there will be **lien** put on properties.
- 3) It makes no sense that Lakeview would be re-paved using the current funding formula when the Ad Hoc Committee will possibly recommend a different method for funding. AGAIN, IT IMPORTANT TO FOLLOW THE PROCESS THE CITY COMMISSIONERS PUT IN PLACE!
- 4) Many of the homes on Lakeview that have recently been listed or built as new (and in the planning process) are valued at more than \$1 Million. It seems only logical that residents should be in the position, if they want their street improved, to be active and engaged participants in determining the **surface material** of the street, the **curb structure** (height and shape) as well as whether **cutouts** for parking should be included. To maximize home value, it is only logical that the actual design of the street should be thoughtfully considered rather than a cookie cutter

approach. This would benefit the city as well as the community and generally improve home prices.

- 5) There are many studies that **PROVE** that concrete creates higher noise levels from cars than asphalt – as much at 66% more road noise! This is not good for our neighborhood. Unfortunately, this was not addressed by the paid consultant to the Ad Hoc Committee.
- 6) One of our neighbors who is an engineering expert said that asphalt helps to melt the ice that accumulates in winter – not so for concrete. **Asphalt makes the surface safer** for driving in winter – especially when pulling out onto Oak which is hazardous to begin with.
- 7) **EVERY SINGLE IMPROVED STREET IN THE MILL POND NEIGHBORHOOD IS ASPHALT!** Why were Lakeview residents not given the option on the petition to have asphalt to fit in the neighborhood? How can this decision be made **BEFORE** the Ad Hoc Committee makes their decision and the Commissioners hold **PUBLIC HEARINGS**.
- 8) Other Important Facts:
 - a) Lakeview has been described as two blocks – it is NOT. On the west side of the street it is one continuous block.
 - b) Incredibly, in a prior meeting of the City Commissioners Lakeview was characterized as being unsafe. Having lived on Lakeview more than 36 years, it is one of the safest streets in Birmingham – despite being used as a cut through to Oak.
 - c) Lakeview has been capesealed only ONCE in the past 20+ years!! It has not been capesealed in 11 years. Yet it is in better shape than some “improved streets” in Birmingham.
 - d) The houses closest to Oak on the east and west sides currently have cutouts for parking. Elimination of these cutouts will create a **VERY SIGNIFICANT SAFETY PROBLEM** at the corner of Oak and Lakeview. No one has addressed this issue. If cars are parked on both sides of the streets only one car can get in and out onto Oak. Plus, it is a nearly blind turn from Lakeview onto Oak. Oak is a major route for SCHOOL BUSES, FIRE TRUCKS and AMBULANCES.
 - e) There is no stop or yield sign on the corner of Vinewood and Lakeview. Elimination of cutouts and cars parking on the street will create a safety issue on this corner.
 - f) There is no agenda listed online for the May 2019 meeting of the unimproved road committee and we were never notified about the meeting (we have email sign-ups). **Was this in violation of the open meetings act?** In addition, as of this moment, the minutes for several of the meeting are not posted on the website.
 - g) The City cites an advantage of “improved” roads as being able to rake leaves into the street. Ironically, many of those who signed the petition have lawn services!!
 - h) The only time I lived on a street in Birmingham that flooded was on Henrietta – a street with curbs – because the leaves that neighbors placed in the street plugged the storm drain after a rainstorm!

Again, I protest the necessity of a Special Assessment District based on the reasons stated above. Thank you.

David and Kay Lurie – 755 Lakeview Avenue

DATE: September 6, 2019

TO: Joseph A. Valentine, City Manager

FROM: Doug Koschik, Baldwin Public Library Director

SUBJECT: BPL Youth Services Expansion & Renovation

INTRODUCTION:

In 2018 and early 2019, the Baldwin Public Library Youth Room expansion and renovation project was reviewed and approved by the Planning Board, Historic District Commission, City Commission, and various City departments. The City Commission approved the issuance of an RFP for construction in February 2019 and approved a contract with The Dailey Company in June. The City has issued a building permit to Dailey, and Dailey began work on August 15.

BACKGROUND:

Recently, questions have arisen over the visible light transmission (VLT) values of the glass originally selected for the project. While there are no specific regulations in the Zoning Ordinance for publicly owned property, it was decided to seek the input of the Planning Board and Historic District Commission, and then take the matter to the City Commission for a final decision.

The glass that LZG Architects chose for the project is Guardian SNX 62/27. It has a VLT of 62%, which is lower than the 80% required by the City ordinance for the "O" and "B" districts. The only commercially available glass identified by LZG that meets the City's VLT standard is Guardian Clear 1". While Guardian Clear is superior to Guardian SNX 62/27 in terms of VLT, it has both a much higher Solar Heat Gain Coefficient (SHGC) and a much higher U value. This means that Guardian Clear would require additional cooling and heating capacity. While Guardian SNX 62/27 would allow the Library to use its existing HVAC system, Guardian Clear would require the purchase of extra cooling and heating equipment as well as added ongoing electric and gas expenditures. In addition, LZG believes that Guardian Clear would lead to greater fading of the Youth Room's books, furniture, and carpeting.

The Library already uses an almost identical version of Guardian SNX 62/27 in its Adult Services Department, on the west side of the building—which was renovated in 2016-17. If Guardian Clear is used in the Youth Room, it would result in two different types of glass being used in the building's additions. The Library has received only compliments about the Guardian SNX 62/27 glass used in Adult Services. People have said that it provides good views from the exterior into the interior, and vice versa.

The Library needs a decision on the glass as soon as possible so that the project, which has a scheduled completion date of spring 2020, is not delayed. It would prefer to use the originally specified glass—Guardian SNX 62/27. The Library believes that Guardian SNX 62/27 would give the Youth Room façade a high level of transparency and a better interface with Shain Park, Martin Street, and Merrill Street, just as that very glass achieved those effects on the west side of the

building. The Library would also prefer to save the additional cooling and heating equipment costs that the alternative glass—Guardian Clear—would require. The added costs would handicap the Library, which is already facing a \$250,000 overage in project expenses, compared to pre-bid estimates. In addition, the ongoing additional electrical and gas expenditures that Guardian Clear would require would burden the Library well into the future and increase the Library's carbon footprint.

At the August 14, 2019 Planning Board meeting and the September 4, 2019 Historic District Commission meeting, both boards reached a unanimous consensus to let the Library use Guardian SNX 62/27.

LEGAL REVIEW:

A legal review was not necessary.

FISCAL IMPACT:

The Library has budgeted and allocated funds for this project with the originally specified glass. Changing to the Guardian Clear 1 would increase project costs \$75,000 for adding additional heating and cooling equipment, will increase annual heating costs 20% and increase annual cooling costs 16.5%.

SUMMARY

It is recommended that the City Commission approve the originally specified glass as supported by both the Planning Board and Historic District Commission.

ATTACHMENTS:

- Library Support Memo
- LZG Report

SUGGESTED RESOLUTION:

To approve the use of the originally specified glazing in the construction documents approved for the Baldwin Public Library Youth Services Expansion & Renovation.

To: Joe Valentine, Birmingham City Manager
From: Rebekah Craft, Baldwin Public Library Associate Director
Date: September 10, 2019
Subject: Library Youth Room expansion and renovation

On August 1, questions arose over the visible light transmission (VLT) values of the glass originally selected for the Youth Room expansion and renovation that had previously been approved by the Planning Board, Historic District Commission, City Commission, and various City departments. The glass originally specified for the project was Guardian SNX 62/27, which has a VLT of approximately 62%, whereas the minimum VLT for glass in "O" and "B" districts is 80%.

At that time, Building Official Bruce Johnson asked the project's architects, Luckenbach|Ziegelman|Gardner Architects PLLC to prepare an analysis comparing the specified glass with an alternate glass option that has a VLT of 80% or higher.

Guardian SNX 62/27 is a Low-E glass that offers the following benefits:

- Nearly identical to the glass used in the Adult Services Renovation
- Retains heat and blocks ultraviolet rays from entering the building
- Compatible with the Library's existing HVAC system and will not require more heating and cooling capacity or increase monthly heating and cooling expenses
- Will not cause books, furniture, or carpeting to fade

Library Board members Melissa Mark, Jim Suhay, and Frank Pisano met for a construction committee working session on August 5. During the meeting, Mark, Suhay, and Pisano were in favor of using the originally specified glass, Guardian SNX 62/27, for the project and directed Koschik to ask the Planning Board, Historic District Commission, and City Commission for permission to Guardian SNX 62/27 glass.

At the Library Board's August 19, 2019 meeting, Board Member Melissa Mark reported on the August 5 construction committee working session. After her report, Board members, Bob Tera, David Underdown, and Ashley Aidenbaum also shared preference for using Guardian SNX 62/27 glass for the project.

At its September 16, 2019 meeting at 5:30 p.m., the Baldwin Public Library Board of Directors will formally vote on the following suggested resolution:

To recommend that the Birmingham City Commission approve the use of Guardian SNX 62/67 glass for the Youth Room Expansion and Renovation.



Luckenbach | Ziegelman | Gardner Architects

Baldwin Public Library Youth Services - Expansion/Renovation

Project: Baldwin Public Library – Youth Services Expansion/Renovation (BPL 2)
Date: September 16, 2019
To: City of Birmingham City Commission
Subject: Exterior Glass Enclosure System / Windows

Project / Owner

Baldwin Public Library – City of Birmingham

Zoning: PP (Public Property) - City of Birmingham Zoning Ordinance - Article 02 / Section 2.01

Use: C (Community Use)

BPL – Youth Library Review / Approval Time line

Project reviewed and endorsed by the Planning Board in October of 2018.

Project reviewed and endorsed by the Historical Design Review Board

Project reviewed and approved by the City Commission.

Project reviewed and approved by City Building, Engineering & Planning Departments – Feb 2019

Glass/Window Standards

Per the published City of Birmingham Zoning Ordinance:

-Window Standards (WN) Article 04 / Section 4.90 WN-01

Applicable to the following districts: O1, O2, P (Parking), B1, B2, B2a, B3, B4, MX, TZ3

-WN Standards (window standards) do not apply to the PP district. See Appendix 2

Per the published Zoning Ordinance for adjacent areas/districts: O1, O2, P (Parking), B1, B2, B2a, B3, B4, MX, TZ3 **(but Not Applicable to PP -Public Property District):**

-No less than 70% of the ground floor facade between 1' & 8' above grade shall be clear glass panels and doorways

-Glass areas shall be clear or slightly tinted

-Glass specified for BPL is clear glass with a Low E coating

Per the new glass Ordinance 2246 (not published on line, enacted July 2017). Defines clear glazing as glass and other transparent elements of building facades with a minimum visible light transmittance of 80%. Lightly tinted is defined as glazing as glass and other transparent elements of building facades with a minimum visible light transmittance of 70%.

Additional Development Standards:

-Essential Services (ES-01)

-Temporary Use (TU-02)

-Utility (UT-01)

-(See Attached Appendix 1)

-Note: No Window Standards in the Published Ordinance for the PP District

Make up of Commercial Insulated Glass including BPL-2 Youth Expansion Curtain Wall Glass

-1" insulated CLEAR glass consisting of 1/4" clear glass + 1/2" space + 1/4" clear glass.

-From outside to inside, there are four (4) glass surfaces, #1, #2, #3, #4.

(See diagram - Appendix 3).

Discussion of Low E (Low Emmisivity) Glass Coatings

-Low E coating is a microscopically thin coating applied to window glass. Window glass can be clear or tinted. BPL windows are clear glass panels.

-The Low E coating minimizes the amount of UV (ultra violet / long wave solar radiation) and IR (infrared or short wave solar radiation) that passes through the glass.

-During warm temperature periods, Low E coatings reflect outside exterior heat passing through the glass by decreasing the Solar Heat Gain Coefficient (low SHGC is good).

-During cold temperature periods, Low E coatings help to retain heat inside a building by decreasing the U Value (low U Value is good).

A Low E coating does somewhat reduce the Visual Light Transmittance (VLT), but also greatly reduces the Solar Heat Gain Coefficient (SHGC) of the glass. The lower the SHGC, the more energy efficient the glass is.

BPL 2 Glass Options – Comparative Analysis*

Glass Option	VLT	SHGC	U Value (1/R)	R	Exterior (ELR) Light Reflectance
1" Clear Glass (no tinting/no coating)	80%	.74	.47	2.12	15%**
<u>Guardian Clear 1" Existing HVAC DOES NOT have sufficient capacity to cool building using this glass</u>					
1" Clear Glass w/ Low E Coating "A"	68%	.38	.29	3.41	11%
<u>Guardian SN 68 Existing HVAC DOES NOT have sufficient capacity to cool building using this glass</u>					
1" Clear Glass w/ Low E Coating "C"	70%	.39	.29	3.41	11%
<u>Vitro Solarban 60 Existing HVAC DOES NOT have sufficient capacity to cool building using this glass</u>					
1" Clear Glass*** w/ Low E Coating "B"	62%	.27	.29	3.41	11%
<u>Guardian SNX 62/27 Existing HVAC DOES have sufficient capacity to cool building using this glass</u>					
1" Clear Glass**** w/ Low E Coating "D"	64%	.27	.28	3.57	12%
<u>Vitro Solarban 70XL Existing HVAC DOES have sufficient capacity to cool building using this glass</u>					

*Values Based on BPL 2 Glass Comparative Analysis (See Appendix 4)

Vitro Architectural Glass Solarban 60 Chart (See Appendix 5)

Vitro Architectural Glass Solarban 70XL Chart (See Appendix 6)

** Note: Although clear glass without a Low E coatings has a higher VLT than glass with a Low E coating, because it has a higher Exterior Light Reflectance (ELR = 15%), therefore during daylight it is more difficult to see through than clear glass with a Low E coating (ELR = 11%). (See Appendix 4.1)

*** Preferred and Project Specified Glass Selection.

****Vitro Solarban 70XL is a more expensive alternative to Guardian SNX 62/27.

GLASS REFLECTANCE VALUES – RELATIONSHIP TO VISABILITY THROUGH GLASS**

-Clear glass without a Low E coating has a higher VLT (Visual Light Transmission) than clear glass with a Low E coating

-Clear Glass without a Low E coating: ELR (Exterior Light Reflectance) = 15%

-Clear Glass with a Low E coating: ELR (Exterior Light Reflectance) = 11%

-During daylight hours it is more difficult to see through Clear Glass (without a Low E coating (ELR=15%)) than it is to see through Clear Glass with Low E coating (ELR = 11%), because there is greater light reflectivity off from the outer glass surface of the 100% clear insulated glass unit without a Low E coating. (See Chart - Appendix 4.1)

BPL 2 - Energy Use and HVAC Equipment Implications

Per Peter Basso & Associates, Mechanical / Electrical Engineers Analysis

-Glass with a SHGC (Solar Heat Gain Coefficient) of .37 or lower can work with the existing system.

-If using glass with a SHGC of greater than .37, BPL will be short on cooling capacity and will require upgrades to the current system costing \$75,000 +/- for new higher capacity HVAC equipment.

-Using glass with a SHGC of .39 or higher is worse than the Michigan Energy Code allows for.

Per Guardian Industries: BPL Glazing Model Concerning Energy Costs Related to Glass Make Up:

-Clear Glass without a Low E coating will account for **16 ½ % more annual electrical consumption** than the Clear Glass with the preferred SNX 62/27 Low E coating.

-Clear Glass without a Low E coating will account for more than **20% more in annual natural gas consumption** than the Clear Glass with the preferred SNX 62/27 Low E coating and will require significant upgrades to the existing HVAC system if used. These figures have been confirmed by Peter Basso Associates Mechanical Engineers (See Appendix 7).

BPL: A Civic Building (in the PP District) with different Site & Building Conditions. Form and Function differ significantly from typical “street frontage” buildings in the “O” and “B” Districts

The existing Baldwin Library is a Civic Building, that solely occupies an entire city block bordered by Martin to the North, Bates to the East, Merrill to the South and Chester to the East. At no place on the site does any part of the existing library or proposed Youth Library Expansion extend to the N, S, E or W lot lines of the site (as called for in the current zoning ordinance for the Downtown Overlay District in the O & B Zoning Districts. As such, the library structure does not comply with many, if any site and building related aspects of the current zoning ordinance for those Districts. It is an “island unto itself”. If the library building was situated in the O or B Districts, the BPL building structure would be classified as an “*existing grandfathered non-conforming structure*”. However, the Library Building is a Civic Building located in the PP District with different building and site standards. As currently situated, the Youth Library is 30' + feet from the North property line, 5' + from the East property line and 45' + from the South property line. The existing main level floor elevation varies from 5 to 7 feet above the adjacent sidewalks. The proposed window sill elevations vary between 5.5' to 7.5' above the public walkways (See Appendix 8.1 & 8.2), thus view of and though the glass are above the average pedestrian's eye level and only a small portion of the 1' to 8' clear glass requirement (per the O & B District requirements / not applicable to the PP Zoning District) along the street are at eye level per requirements for the B & O Zoning Districts. Although the concept for the “all glass pavilion” is to be as clear as possible, visually open and inviting to the public from the outside, environmental responsibility and restraint have been carefully considered and incorporated into the exterior glazing selection and specification. Of primary consideration along with glass clarity is to utilize the existing library HVAC heating and cooling equipment without requiring major costly upgrades and/or modifications to the system, to be energy conscious and above all to insure patron and staff comfort.



City of Birmingham Civic Center Area
Zoning District - PP

Luckenbach | Ziegelman | Gardner Architects





Luckenbach | Ziegelman | Gardner Architects



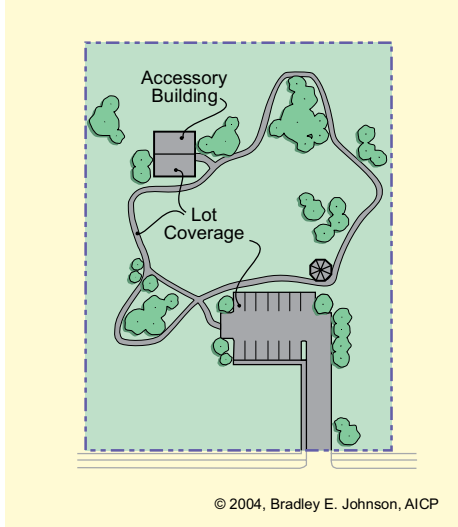
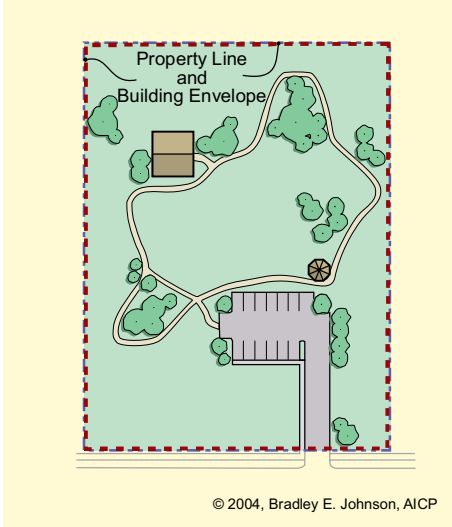
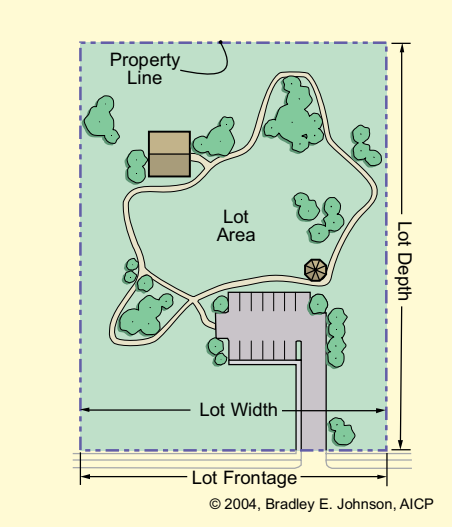
Luckenbach | Ziegelman | Gardner Architects

2.01 PP (Public Property) District Intent, Permitted Uses, and Special Uses

District Intent	Permitted Uses	Other Use Regulations
<p>A district intent is not available for this zoning district.</p>	<p>Institutional Permitted Uses</p> <ul style="list-style-type: none"> • auditorium • cemetery • <u>essential service</u> • <u>government office</u> • government use • parking facility - off-street • <u>school</u> - private • <u>school</u> - public <p>Recreational Permitted Uses</p> <ul style="list-style-type: none"> • <u>park</u> • <u>swimming pool</u> - public <p>Other Permitted Uses</p> <ul style="list-style-type: none"> • water tower • well • any use permitted in an adjacent district* <p>* = Use Specific Standards in Section 5.01 Apply</p>	<p>Accessory Permitted Uses</p> <ul style="list-style-type: none"> • There are no accessory permitted uses permitted in this zoning district. <p>Uses Requiring a Special Land Use Permit</p> <ul style="list-style-type: none"> • There are no special land uses permitted in this zoning district. <p>* = Use Specific Standards in Section 5.01 Apply</p>

PP District

2.02 PP (Public Property) District Development Standards



Minimum Lot Area:

- n/a

Minimum Open Space:

- n/a

Maximum Lot Coverage:

- n/a

Minimum Front Yard Setback:

- n/a

Minimum Rear Yard Setback:

- n/a

Minimum Combined Front and Rear Setback:

- n/a

Minimum Side Yard Setback:

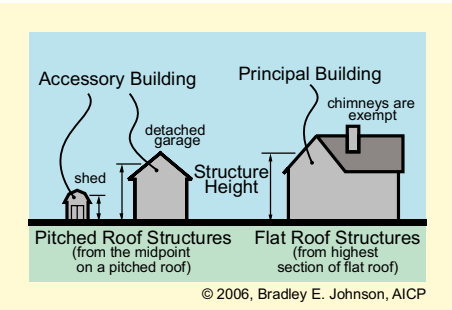
- n/a

Minimum Floor Area Per Unit:

- n/a

Maximum Total Floor Area:

- n/a



Maximum Building Height:

- n/a

Additional Development Standards that Apply

Essential Services (ES)

- ES-01..... Page 4-7

Temporary Use (TU)

- TU-02..... Page 4-50

Utility (UT)

- UT-01..... Page 4-52

4.90 WN-01

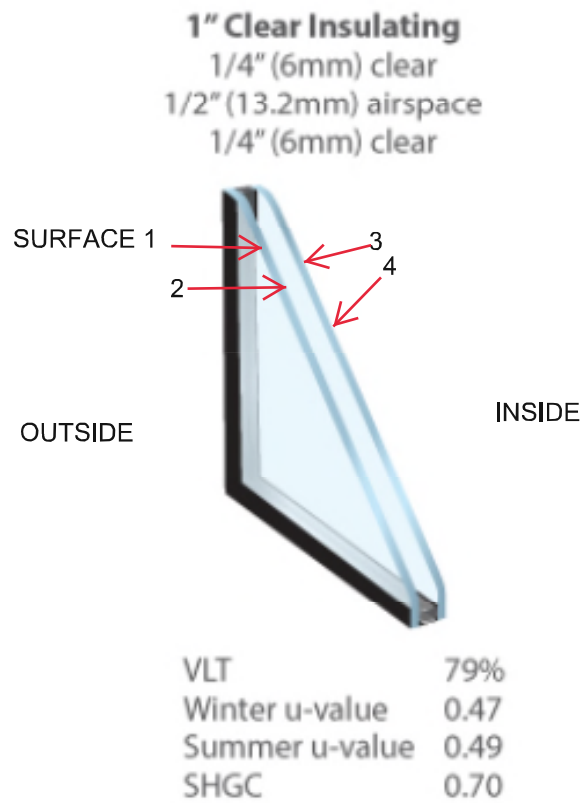
This Window Standards section applies to the following districts:

01 02 P B1 B2 B2B B3 B4 MX TZ3

The following window standards apply on the front façade and any façade facing a street, plaza, park or parking area:

- A. Storefront/Ground Floor Windows: Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed. The following standards apply:
 1. No less than 70% of the storefront/ground floor façade between 1 and 8 feet above grade shall be clear glass panels and doorway.
 2. Glass areas on storefronts shall be clear, or lightly tinted in neutral colors. Mirrored glass is prohibited.
 3. Required window areas shall be either pedestrian entrances, windows that allow views into retail space, working areas or lobbies. Display windows set into the wall may be approved by the Planning Board.
 4. Windows shall not be blocked with opaque materials or furniture, products, signs, blank walls or the back of shelving units.
 5. The bottom of the window shall be no more than 3 feet above the adjacent exterior grade.
 6. Blank walls of longer than 20 feet shall not face a public street.
- B. Upper Story Windows: Openings above the first story shall be a maximum of 50% of the total façade area. Windows shall be vertical in proportion.

APPENDIX 3



BPL 2: GLASS COMPARATIVE ANALYSIS

Make-up Name	Glass 1 & Coating	Glass 2 & Coating	Visible Light			Solar Energy			Thermal Properties	
			Transmittance	Reflectance		Transmittance	Reflectance	Solar Heat Gain Coefficient (SHGC)	U-Value	
				Visible (τ_v %)	ρ_v % out	ρ_v % in			Winter Night (Btu/hr-ft ² -F)	Summer Day (Btu/hr-ft ² -F)
CLEAR GLASS	Clear (North America)	Clear (North America)	80	15	15	67	13	0.74	0.47	0.50
SN 68 LOW E	SunGuard [®] SN 68 (North America) on Clear (North America)	Clear (North America)	68	11	12	33	33	0.38	0.29	0.28
SunGuard SNX 62/27	SunGuard [®] SNX 62/27 (North America) on Clear (North America)	Clear (North America)	62	11	12	23	39	0.27	0.29	0.27

Calculation Standard: NFRC 2010

CLEAR GLASS

***TEMPERED GLASS

Outdoors

GLASS 1	Clear (North America) Thickness = 1/4" = 6mm	#1 ----- #2 -----	
GAP 1	100% Air, 1/2" = 12.7 mm		
GLASS 2	Clear (North America) Thickness = 1/4" = 6mm	#3 ----- #4 -----	

Total Unit (Nominal) = 1 in Slope = 90°
Estimated Nominal Glazing Weight: 5.75 lb/ft²

Indoors

SN 68 LOW E

Outdoors

GLASS 1	Clear (North America) Thickness = 1/4" = 6mm	#1 ----- #2 SunGuard [®] SN 68 (North America)	
GAP 1	100% Air, 1/2" = 12.7 mm		
GLASS 2	Clear (North America) Thickness = 1/4" = 6mm	#3 ----- #4 -----	

Total Unit (Nominal) = 1 in Slope = 90°
Estimated Nominal Glazing Weight: 5.75 lb/ft²

Indoors

APPENDIX 4.1

Make-up Name	Visible Light				Ultraviolet		Solar Energy			Thermal Properties		Light to Solar Gain (LSG)	Thermal Stress (COG) °F/C
	Transmittance	Reflectance		Color Rendering Index (R _a)	Trans UV (τ _{uv} %)	T _{dw} (T _{dw} %)	Reflectance	Solar Heat Gain Coefficient (SHGC)	Shading Coefficient (sc)	U-Value			
		Visible (τ _v %)	ρ _v % out							ρ _v % in	Winter Night (Btu/hr·ft²·F)		
Default Make-up 01 CLEAR GLASS	80	15	15	96.9	51	72	13	0.74	0.85	0.47	0.50	1.09	Go
Default Make-up 02 CLEAR W/ LOW E (SNX 62/27)	62	11	12	93.0	6	39	39	0.27	0.31	0.29	0.27	2.31	Go

Calculation Standard: NFRC 2010

Default Make-up 01

Outdoors

GLASS 1	Clear (North America)		#1 ----
	Thickness = 1/4" = 6mm		#2 ----
GAP 1	<div></div>	100% Air, 1/2" = 12.7 mm	<div></div>
GLASS 2	Clear (North America)		#3 ----
	Thickness = 1/4" = 6mm		#4 ----
Total Unit (Nominal) = 1 in			Slope = 90°
Estimated Nominal Glazing Weight: 5.75 lb/ft²			

Indoors

Default Make-up 02

Outdoors

GLASS 1	Clear (North America)		#1 ----
	Thickness = 1/4" = 6mm		#2 SunGuard® SNX 62/27 (North America)
GAP 1		100% Air, 1/2" = 12.7 mm	
GLASS 2	Clear (North America)		#3 ----
	Thickness = 1/4" = 6mm		#4 ----
Total Unit (Nominal) = 1 in			Slope = 90°
Estimated Nominal Glazing Weight: 5.75 lb/ft²			

Indoors

Important Notes

Calculations and terms in this report are based on NFRC 2010. The performance values shown above represent nominal values for the center of glass with no spacer system or framing.

Laminated products:

It is not guaranteed that modeled laminated configurations will be compliant with relevant laminated safety regulations unless specifically declared for Guardian products. It is the user's sole responsibility to assess if the final laminated product should be certified according to relevant standards and ensure compliance with laminated safety regulations.

Solarban® 60 Glass

Fabrication and Availability

Solarban® 60 glass is available exclusively through the **Vetro Certified™** Network. **Vetro Certified™** Fabricators can meet tight construction deadlines and accelerate the delivery of replacement glass before, during and after construction. **Solarban® 60** glass is manufactured using the sputter-coating process and is available for annealed, laminated, heat-strengthened and tempered applications.

Request Samples

To obtain samples of any Vitro Glass product, call **1-855-VTRO-GLS (877-6457)** or visit samples.vitroglazings.com.

Insulating Glass Unit Performance Comparisons | 1-inch (25mm) units with 1/2-inch (13mm) airspace and two 1/4-inch (6mm) lites

Outdoor Lite: Coating If Any (Surface) Glass	Glass Type + Indoor Lite: Coating If Any (Surface) Glass	Visible Light Transmittance (VLT)	Visible Light Reflectance		(BTU/hr ² ft ² °F) NFRC U-Value		Solar Heat Gain Coefficient (SHGC)	Light to Solar Gain (LSG)
			Exterior %	Interior %	Winter Nighttime	Winter Argon		
Solarban® 60 Solar Control Low-E Glass								
	Solarban® 60 (2) Clear + Clear	70	11	12	0.29	0.24	0.39	1.79
	Solarban® 60 (2) Starphire® + Starphire®	74	11	12	0.29	0.24	0.41	1.80
	Solarban® 60 (2) Solexia® + Clear	61	9	12	0.29	0.24	0.32	1.91
	Solarban® 60 (2) Atlantica® + Clear	53	8	11	0.29	0.24	0.27	1.96
	Solarban® 60 (2) Azuria® + Clear	54	8	11	0.29	0.24	0.28	1.93
	Solarban® 60 (2) Solarblue® + Clear	45	7	11	0.29	0.24	0.28	1.61
	Solarban® 60 (2) Pacifica® + Clear	34	6	10	0.29	0.24	0.22	1.55
	Solarban® 60 (2) Solarbronze® + Clear	42	7	11	0.29	0.24	0.28	1.50
	Solarban® 60 (2) Optigray® + Clear	50	8	11	0.29	0.24	0.30	1.67
	Solarban® 60 (2) Solargray® + Clear	35	6	10	0.29	0.24	0.25	1.40
	Solexia® + Solarban® 60 (3) Clear	61	10	10	0.29	0.24	0.37	1.65
	Atlantica® + Solarban® 60 (3) Clear	53	9	10	0.29	0.24	0.31	1.71
	Azuria® + Solarban® 60 (3) Clear	54	9	10	0.29	0.24	0.31	1.74
	Solarblue® + Solarban® 60 (3) Clear	45	7	9	0.29	0.24	0.33	1.36
	Pacifica® + Solarban® 60 (3) Clear	34	6	9	0.29	0.24	0.25	1.36
	Solarbronze® + Solarban® 60 (3) Clear	42	7	9	0.29	0.24	0.32	1.31
	Optigray® + Solarban® 60 (3) Clear	50	8	9	0.29	0.24	0.35	1.43
	Solargray® + Solarban® 60 (3) Clear	35	7	9	0.29	0.24	0.29	1.21
	GraylitE II + Solarban® 60 (3) Clear	7	4	8	0.29	0.24	0.13	0.54

Vistacool® and Solarcool® with Solarban® 60 Solar Control Low-E (3)*

Vistacool® (2) Azuria® + Solarban® 60 (3) Clear	42	20	24	0.29	0.24	0.26	1.62
Vistacool® (2) Pacifica® + Solarban® 60 (3) Clear	26	11	23	0.29	0.24	0.21	1.24
Solarcool® (2) Solexia® + Solarban® 60 (3) Clear	24	24	29	0.29	0.24	0.19	1.26
Solarcool® (2) Azuria® + Solarban® 60 (3) Clear	21	19	29	0.29	0.24	0.17	1.24
Solarcool® (2) Solarblue® + Solarban® 60 (3) Clear	17	14	29	0.29	0.24	0.18	0.94
Solarcool® (2) Pacifica® + Solarban® 60 (3) Clear	13	10	29	0.29	0.24	0.15	0.87
Solarcool® (2) Solarbronze® + Solarban® 60 (3) Clear	17	14	29	0.29	0.24	0.18	0.94
Solarcool® (2) Solargray® + Solarban® 60 (3) Clear	14	11	29	0.29	0.24	0.17	0.82

* Data based on using Starphire® glass for both interior and exterior lites.

All performance data calculated using LBNL Window 7.3 software and represents center of glass performance data. For detailed information on the methodologies used to calculate the aesthetic and performance values in this table, please visit www.pgideas.com or request our Architectural Glass Catalog.

For more information about Solarban® 60 low-e glass and other Cradle to Cradle Certified™ architectural glasses by Vitro Glass, visit vitroglazings.com, or call **1-855-VTRO-GLS (877-6457)**.



Solarban® 70XL Glass

Fabrication and Availability

Solarban® 70XL glass is available exclusively through the Vitro Certified™ Network. Vitro Certified™ Fabricators can meet tight construction deadlines and accelerate the delivery of replacement glass before, during and after construction.

Solarban® 70XL glass is manufactured using the sputter-coating process and is available for annealed, heat-strengthened and tempered applications.

Additional Resources

Solarban® 70XL glass is Cradle to Cradle Certified™. For more information or to obtain samples of any Vitro Glass product, call **1-855-VTRO-GLS (887-6457)** or visit **vitroglazings.com**.

Vitro Architectural Glass is the first U.S. float glass manufacturer to have its products recognized by the Cradle to Cradle Certified™ program, and offers more C2C-certified architectural glasses than any other float glass manufacturer.

Insulating Glass Unit Performance Comparisons | 1-inch (25mm) units with 1/2-inch (13mm) airspace and two 1/4-inch (6mm) lites

Outdoor Lite: Coating if Any (Surface) Glass	Glass Type + Indoor Lite: Coating if Any (Surface) Glass	Visible Light Transmittance (VLT)	Visible Light Reflectance		(BTU/hr·ft²·°F) NFRC U-Value		Solar Heat Gain Coefficient (SHGC)	Light to Solar Gain (LSG)
			Exterior %	Interior %	Winter Nighttime	Winter Argon		

Solarban® 70XL Solar Control Low-E Glass

Solarban® 70XL (2) + Clear	64	12	13	0.28	0.24	0.27	2.37
Solarban® 70XL (2) Solexia® + Clear	58	10	13	0.28	0.24	0.27	2.15
Solarban® 70XL (2) Atlantica® + Clear	51	9	12	0.28	0.24	0.24	2.13
Solarban® 70XL (2) Azuria® + Clear	52	9	12	0.28	0.24	0.25	2.08
Solarban® 70XL (2) Solarblue® + Clear	42	8	12	0.28	0.24	0.23	1.83
Solarban® 70XL (2) Pacifica® + Clear	32	6	12	0.28	0.24	0.19	1.68
Solarban® 70XL (2) Solarbronze® + Clear	40	7	12	0.28	0.24	0.21	1.90
Solarban® 70XL (2) Optigray® + Clear	47	8	12	0.28	0.24	0.24	1.96
Solarban® 70XL (2) Solargray® + Clear	34	6	12	0.28	0.24	0.20	1.70
Solexia® + Solarban® 70XL (3) Clear	56	11	12	0.28	0.24	0.32	1.75
Atlantica® + Solarban® 70XL (3) Clear	49	10	11	0.28	0.24	0.28	1.75
Azuria® + Solarban® 70XL (3) Clear	49	9	11	0.28	0.24	0.29	1.69
Solarblue® + Solarban® 70XL (3) Clear	40	8	11	0.28	0.24	0.27	1.48
Pacifica® + Solarban® 70XL (3) Clear	31	6	10	0.28	0.24	0.22	1.41
Solarbronze® + Solarban® 70XL (3) Clear	38	8	11	0.28	0.24	0.26	1.46
Optigray® + Solarban® 70XL (3) Clear	45	9	11	0.28	0.24	0.29	1.55
Solargray® + Solarban® 70XL (3) Clear	32	7	11	0.28	0.24	0.24	1.33
Graylite® II + Solarban® 70XL (3) Clear	6	4	10	0.28	0.24	0.11	0.55

Vistacool® and Solarcool® with Solarban® 70XL Solar Control Low-E (3)*

Vistacool® (2) Azuria® + Solarban® 70XL (3)	38	21	23	0.28	0.24	0.24	1.58
Vistacool® (2) Pacifica® + Solarban® 70XL (3)	24	11	22	0.28	0.24	0.19	1.26
Solarcool® (2) Solexia® + Solarban® 70XL (3)	22	24	27	0.28	0.24	0.17	1.29
Solarcool® (2) Azuria® + Solarban® 70XL (3)	19	19	27	0.28	0.24	0.15	1.27
Solarcool® (2) Solarblue® + Solarban® 70XL (3)	16	14	27	0.28	0.24	0.15	1.07
Solarcool® (2) Pacifica® + Solarban® 70XL (3)	12	10	27	0.28	0.24	0.13	0.92
Solarcool® (2) Solarbronze® + Solarban® 70XL (3)	15	14	27	0.28	0.24	0.15	1.00
Solarcool® (2) Solargray® + Solarban® 70XL (3)	13	11	27	0.28	0.24	0.14	0.93

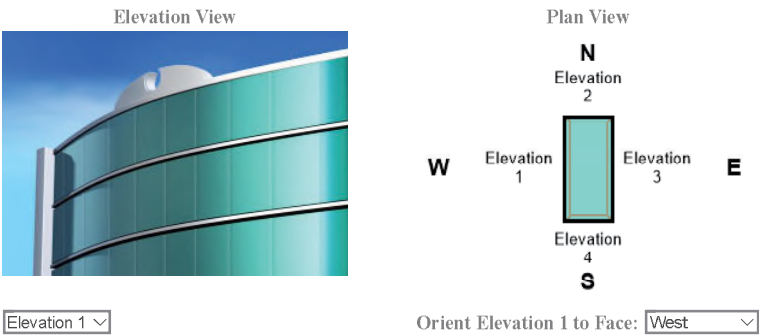
*Solarban® 70XL glass for annealed applications is applied to Starphire® glass, heat treated applications will require either clear or Starphire® glass depending on manufacturing process.

All performance data calculated using LBNL Window 7.3 software, except European U-value, which is calculated using WinDat version 3.0.1 software. For detailed information on the methodologies used to calculate the aesthetic and performance values in this table, please visit vitroglazings.com or request our Architectural Glass Catalog.

For more information about Solarban® low-e glass and other Cradle to Cradle Certified™ architectural glasses by Vitro Glass, visit vitroglazings.com, or call **1-855-VTRO-GLS (887-6457)**.



APPENDIX 7



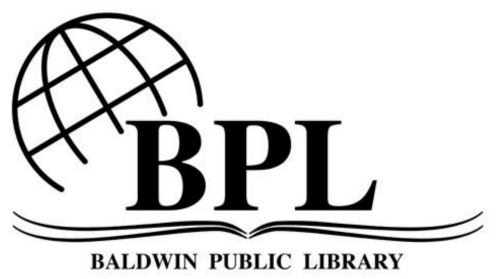
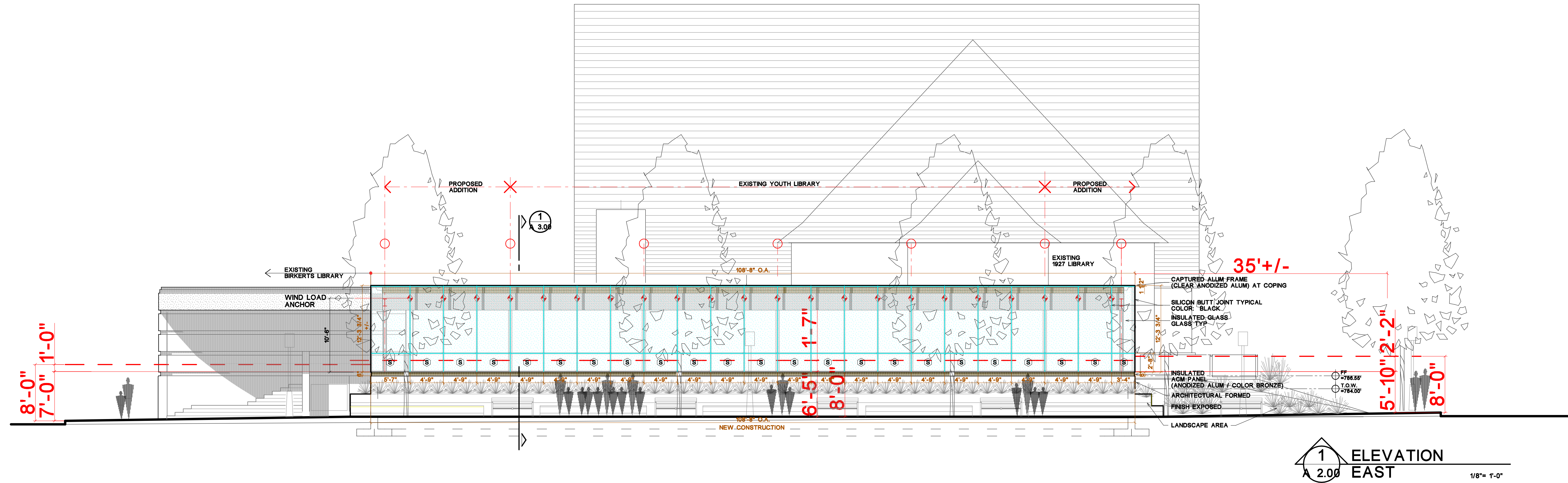
Glazing Scenarios

Name: **Glazing Scenario 03** (edit)
Override Building Settings: None

	Elevation 1	Elevation 2	Elevation 3	Elevation 4
	<input type="checkbox"/> CLEAR GLASS	Same As Elevation 1	Same As Elevation 1	Same As Elevation 1
Glass Make-up Cost (USD/ft²):	<input type="text" value="0.00"/>	Same As Elevation 1	Same As Elevation 1	Same As Elevation 1

[Calculate](#) [Add New Glazing Scenario](#) [Copy Glazing Scenario](#)

Results Comparison Payback Graphs Report							
Baseline Glazing Scenario: Glazing Scenario 03							
Comparison Glazing Scenario: Glazing Scenario 01							
	Total Annual Energy Cost (USD)	Annual Electricity Cost (USD)	Annual Gas Cost (USD)	Annual Electricity Consumption (kWh)	Annual Gas Consumption (Therm)	Peak Electricity Demand (W)	CO ₂ Emissions (kg)
Glazing Scenario 03	CLEAR10,853	9,673	1,180	94,018	1,377	35,100	70,298
Glazing Scenario 01	SNX-L 9,107	8,160	946	78,570	1,105	28,900	58,505
SAVINGS	1,746	1,513	233	15,448 16 1/2% DELTA	272 20% DELTA	6,200	11,793
Display values as: Total building							



Project
**BALDWIN
PUBLIC
LIBRARY**

**300 West Merrill Street
Birmingham, MI 48009**

Sheet Title

Youth Services Renovation / Expansion

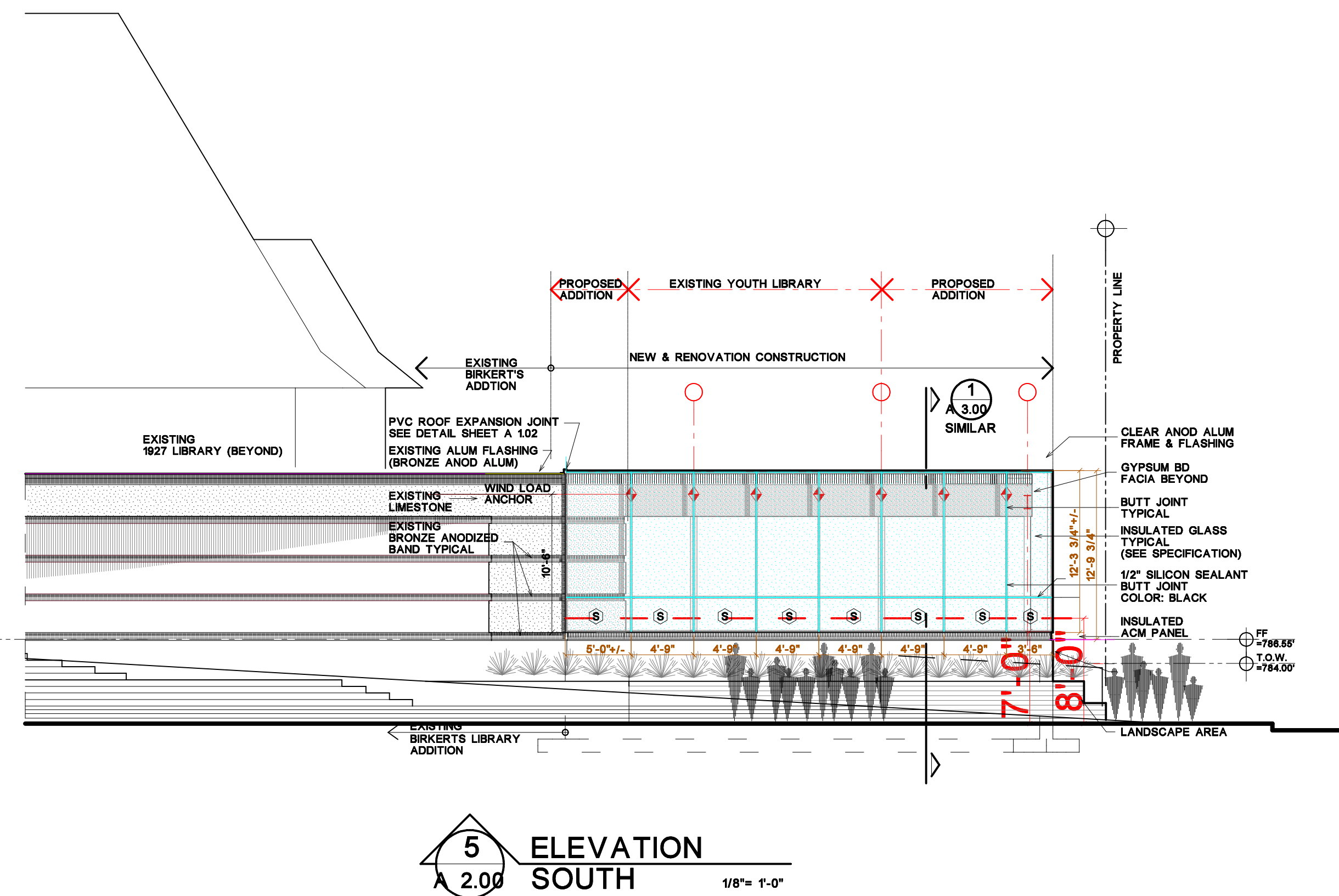
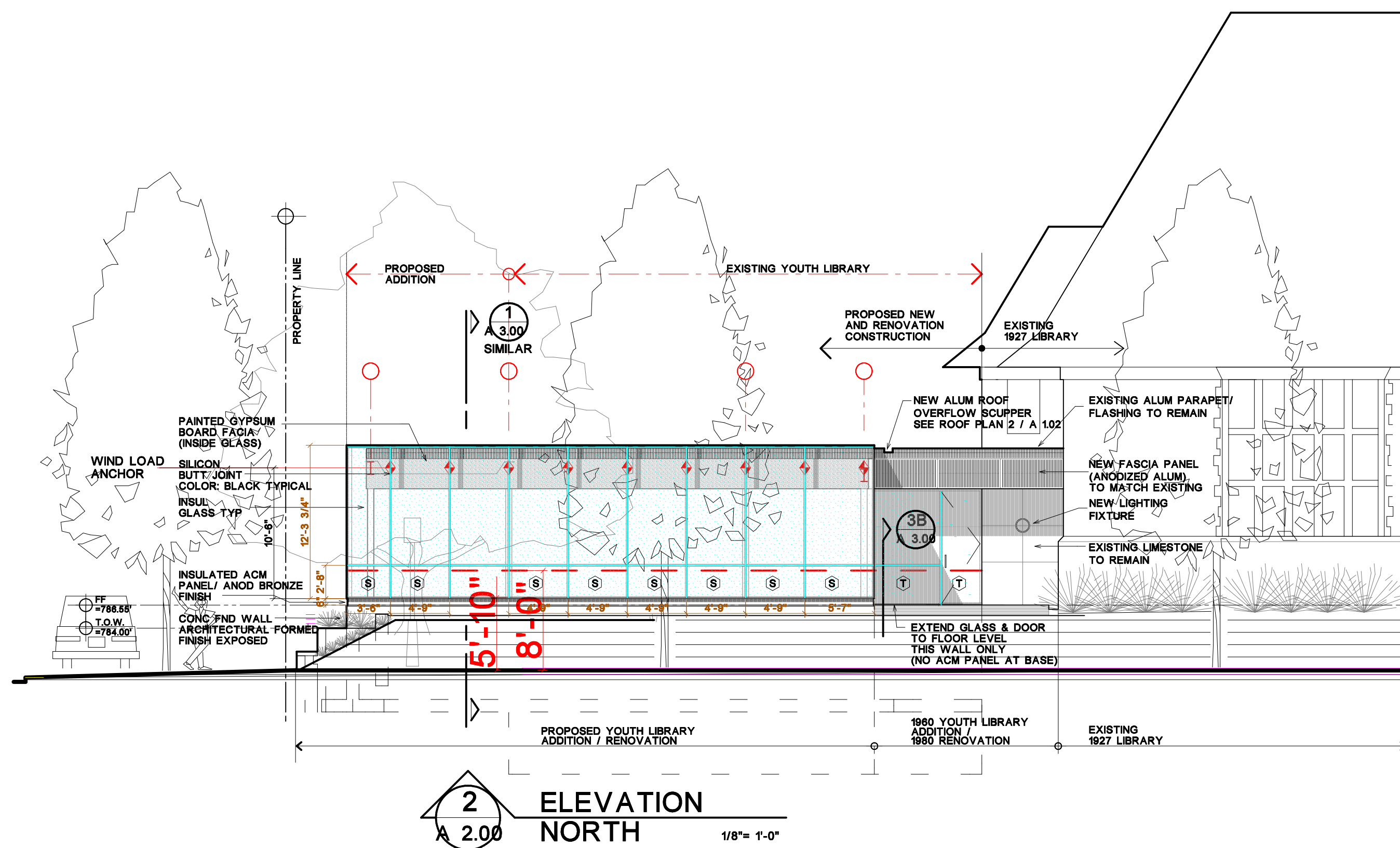
EXTERIOR ELEVATIONS

DATE	
DEC 20, 2018	PERMIT REVIEW
FEB 12, 2019	RFP REVIEW

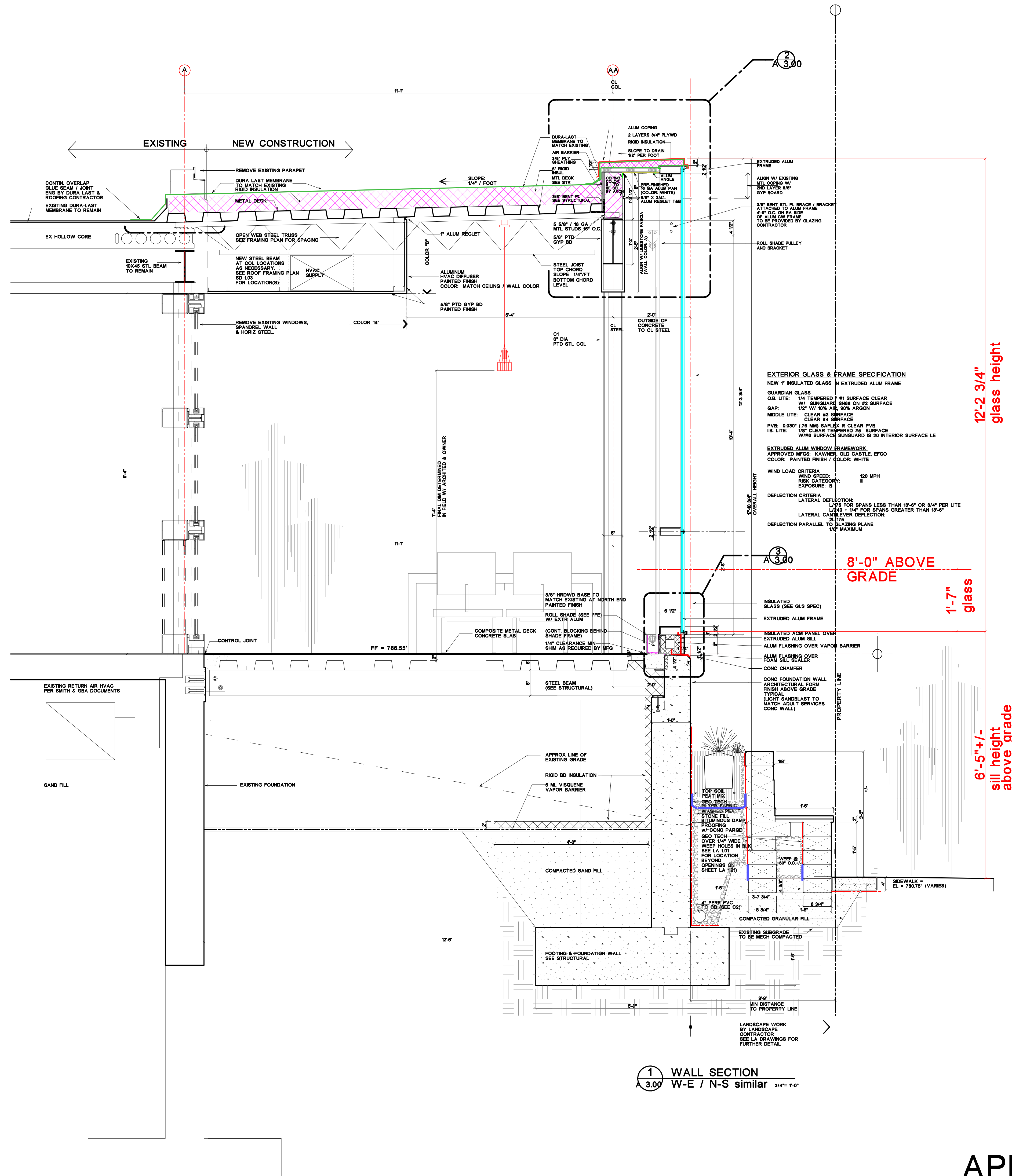
Project Number
3017

Sheet Number

A 2.00



APPENDIX 8.1



Seal

**Luckenbach
Ziegelman
Gardner
Architects
PLLC**

555 South Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009

248.844.0800
248.642.3990

BPL
BALDWIN PUBLIC LIBRARY

Project

**BALDWIN
PUBLIC
LIBRARY**

300 West Merrill Street
Birmingham, MI 48009

Sheet Title

**Youth Services
Renovation /
Expansion**

WALL SECTION

DATE
DEC 20, 2018
FEB 12, 2019

PERMIT REVIEW
RFP REVIEW

Project Number
3017

Sheet Number

A 3.00



MEMORANDUM

Human Resources Department

DATE: August 23, 2019

TO: Joseph A. Valentine, City Manager

FROM: Benjamin I. Myers, Human Resources Manager *BIM*

SUBJECT: 2019-20 Compensation Recommendations for Department Heads and Administrative / Management Employees

INTRODUCTION

Current Administrative/Management employees consist of 10 City department heads, and approximately 25 other full-time professional employees who are not represented by any labor organization. Collective bargaining with other employee labor groups in recent years (including the Fire Fighters, AFSCME clerical and technical employees, and Teamsters DPS employees) have included a 2% wage increase this fiscal year. Administrative/Management employees have not yet received any wage adjustments for this year.

BACKGROUND

Performance-Based Pay

Individual administrative and management staff do not receive automatic adjustments in conjunction with salary table changes as do employees in bargaining units. Actual increases for this group are determined through annual performance evaluations. The guidelines that connect performance review scores to salary adjustments continue to reward high-quality performance within the confines of the salary range while withholding such rewards when performance is less than high quality. HR recommends in-range performance increases based upon department head recommendations, and HR and City Manager approval, for the Department Heads and Administrative/Management group (including part-time staff not represented by a labor organization).

Performance Increment

In the past, the Commission has approved a variable pay component for management staff. This provides individuals at or near their salary range maximum the ability to achieve a performance increment (currently 16 key staff members). This performance increment, when achieved, is not built into base salary, but is a one-time lump sum payment and is subject to City Manager and HR approval. For fiscal year 2019-20, HR recommends an increment of up to 2%.

LEGAL REVIEW

No legal review is required.

FISCAL IMPACT

Funds are available and budgeted in the 2019-20 FY Budget.

SUMMARY

For fiscal year 2019-2020, HR recommends a 2% salary table adjustment for Department Heads and Administrative/Management classifications, as well as for part-time employees not represented by labor organizations, effective July 1, 2019, and in-range increases based on performance in accordance with the attached merit increase guidelines.

ATTACHMENTS

7/1/2019 Merit Increase Guidelines

SUGGESTED RESOLUTION:

- A. To approve the recommendation by the Human Resources Department to implement a 2% salary table adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2019.

AND

- B. To approve the recommendation by the Human Resources Department to implement the 2% performance increment through June 30, 2020 with individual eligibility to be in accordance with the merit increase guidelines (attached).

CITY OF BIRMINGHAM
Department Heads & Administrative Employees
7/1/2019 Merit Increase Guidelines

For employees currently occupying a position **at or above the 75th Percentile** of their salary range on the July 1, 2019 salary table:

<u>Merit Increase</u>	<u>Market Adjustment</u>	<u>Performance Review Score *</u>
+ 3.0%	2.0%	4.50 to 5.00
+ 2.0%	2.0%	4.00 to 4.49
+ 1.0%	2.0%	3.50 to 3.99
0.0%	2.0%	3.00 to 3.49
-1.5%	2.0%	2.50 to 2.99
-2.5%	2.0%	2.00 to 2.49

Total adjustment may not exceed salary range maximum.

* Performance Review Rating Scale:

- 5 Outstanding
- 4 Exceeds Expectations
- 3 Meets Expectations
- 2 Below Expectations
- 1 Unsatisfactory

CITY OF BIRMINGHAM
Department Heads & Administrative Employees
7/1/2019 Merit Increase Guidelines

For employees currently occupying a position **below the 75th Percentile** of their salary range on the July 1, 2019 salary table:

<u>Merit Increase</u>	<u>Market Adjustment</u>	<u>Performance Review Score *</u>
+6.5%	2.0%	4.50 to 5.00
+4.5%	2.0%	4.00 to 4.49
+2.5%	2.0%	3.50 to 3.99
+1.5%	2.0%	3.25 to 3.49
0.0%	2.0%	3.00 to 3.24
-1.5%	2.0%	2.75 to 2.99
-2.5%	2.0%	2.50 to 2.74
-3.5%	2.0%	2.00 to 2.49

Total adjustment may not exceed salary range maximum.

* Performance Review Rating Scale:

- 5 Outstanding
- 4 Exceeds Expectations
- 3 Meets Expectations
- 2 Below Expectations
- 1 Unsatisfactory

DATE: September 9, 2019

TO: City Commission

FROM: Joseph A. Valentine, City Manager

SUBJECT: Appointment of Acting City Clerk

As you know, the City Clerk has resigned her position with the City effective September 21, 2019. Consequently, HR has started a recruitment process for this position, and the Deputy City Clerk will fill in during this transitional period. Similar to other positions where a deputy has filled in for a prolonged vacancy, we have appointed them in an acting capacity to facilitate the vacant department head position. In the case of the City Clerk, the Clerk position is appointed by the City Commission in accordance with the following City Charter provision.

Chapter III – Plan of Government, Section 9. - [Appointments-Generally.]

The commission shall, whenever a vacancy occurs, appoint a clerk and a health officer, and it shall appoint the board of review as hereinafter provided. The manager may, with the advice and consent of the commission, appoint an assessor, a treasurer, a city attorney, an engineer, a chief of police, a chief of fire department, and any other officers for whose appointment provision shall be made in this Charter, and provide for their powers and duties. Unless otherwise provided in this Charter or by statute, all appointees of the commission shall hold office during the pleasure of the commission and all other appointed officers shall hold office during the pleasure of the manager. One person may be appointed to two or more offices except that of the office of clerk and treasurer shall not be filled by the same person.

While there is no specific designation in the City Charter for an "Acting" Clerk, I would ask the Commission to confirm the "Acting" designation to formalize the appointment. Deputy Clerk Cheryl Arft served previously as Acting City Clerk from November 11, 2016, to April 3, 2017 and performed well in that capacity. She has twenty-three years of municipal clerk experience including seven years with the City of Birmingham, ten years as Shelby Township's Deputy City Clerk, and three years as Harrison Township's Election Coordinator. Ms. Arft's qualifications include knowledge of elections and election law, minutes, agendas, licensing, records retention, and passports, and she is also proficient in the Michigan Qualified Voter File system and our BS&A licensing software platform. She holds a Bachelor of Science Degree from Madonna University as well as the Certified Municipal Clerk and Certified Michigan Municipal Clerk credentials.

SUGGESTED RESOLUTION:

To appoint Cheryl Arft as Acting City Clerk during the selection of a City Clerk for the City of Birmingham.

ATTACHMENTS:

September 6, 2019 Letter of Resignation

SEP 06 2019

HUMAN RESOURCES

J. Cherilynn Mynsberge

September 6, 2019

Mr. Joseph A. Valentine
City Manager
City of Birmingham
151 Martin Street
Birmingham MI 48009

Dear Joe,

Please accept this letter as notice of my resignation from my position as City Clerk. My last day of employment will be September 20, 2019.

After careful consideration I have decided to return to school to prepare for a new career.

The two and a half years I have worked as Birmingham's City Clerk have been challenging. My greatest success was developing the part-time positions in the Clerk's Office to more advanced classifications with corresponding wage increases. The team in place is excellent and well-prepared for the challenges to come.

Birmingham's department directors are the most talented, knowledgeable, collaborative group of professionals with which I have ever had the pleasure to serve. I wish you and all the staff the best in the months and years to come.

I will make myself available to the Clerk's Office staff via phone, text, and email during the transition to a new City Clerk.

Sincerely,



J. Cherilynn Mynsberge



NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, October 7, 2019 the Birmingham City Commission intends to appoint one regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2022.

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, October 2, 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.	10/2/2019	10/7/2019

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.

R10A1



NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD

At the regular meeting of Monday, October 7, 2018 the Birmingham City Commission intends to appoint one (1) Alternate member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire October 27, 2022.

Interested citizens may submit an application available at the city clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the city clerk's office on or before noon on Wednesday, October 2, 2019. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the city. Applicants for these positions may or may not be electors or property owners in the City.

Duties of the Multi-modal Transportation Board

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
In so far as possible, members shall represent pedestrian advocacy, mobility or vision impairment, traffic-focused education/experience, bicycle advocacy, urban planning, architecture or design education/experience, or different geographical areas of Birmingham. Members may or may not be electors (registered voter) or property owners of the City of Birmingham.	10/2/19	10/7/19

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.



August 16, 2019

Ms. Cherilynn Mynsberge, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

Re: Turner Classic Movies Moving to Sports Entertainment Package

Dear Ms. Mynsberge:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective October 10, 2019, Turner Classic Movies (TCM) will move to the Sports Entertainment Package and will no longer be included in its current service package(s). We are notifying impacted customers of these changes through a bill message.

Please feel free to contact me at 734-254-1557 if you have any questions.

Sincerely,

Kyle V. Mazurek
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20522**



- Consumers Energy Company requests Michigan Public Service Commission to approve the reconciliation of capital spending pursuant to the gas utility Investment Recovery Mechanism for which a surcharge was billed during the period of January 1, 2018 through August 31, 2018.
- 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: **Thursday, September 5, 2019, at 9:30 AM**

BEFORE: **Administrative Law Judge Jonathan Thoits**

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) April 30, 2019 application requesting the Commission to: 1) authorize Consumers Energy to reconcile the Investment Recovery Mechanism (IRM) for the period of January 1, 2018 through August 31, 2018; 2) authorize Consumers Energy to apply the proposed remaining residual balance reconciliation methodology to the total refund attributable to the IRM billing period; and 3) 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 August 29, 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.

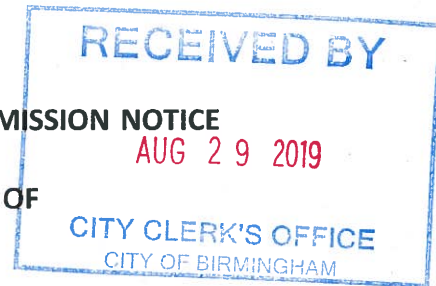
Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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 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.; 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.]**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-20366**



- DTE Electric Company requests Michigan Public Service Commission to approve the reconciliation of its 2018 Energy Waste Reduction ("EWR") plan costs and authority to implement revised EWR surcharges.
- 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: Tuesday, September 17, 2019 at 9:00 AM

BEFORE: Administrative Law Judge Sharon L. 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 Electric) May 31, 2019 application requesting Commission to: 1) determine that DTE Electric's reconciliation of its 2018 EWR plan year meets all relevant requirements of Act 295 as amended by Act 342; 2) approve DTE Electric's reconciliation for the 2018 EWR plan year, the performance incentives, and the associated proposed tariffs; 3) approve DTE Electric's proposal to carry forward the 2018 net under recovery of \$12.5 million into 2019 on a customer class basis and used as beginning balances for the 2019 reconciliation; and 4) approve the necessary accounting authority.

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 September 10, 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, David S. Maquera, 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.

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.; 2008 PA 295, 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.