

BIRMINGHAM CITY COMMISSION AGENDA
OCTOBER 28, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor Pro Tem

II. ROLL CALL

Cheryl Arft, Acting City Clerk

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

Announcements:

- The City Commission acknowledges and thanks Mr. Dan Isaksen for his service to the community on the Multi-Modal Transportation Board.
- Tuesday, November 5, 2019 is the election of four City Commissioners and three Library Board members in Birmingham. The polls will be open from 7:00 AM to 8:00 PM. Also on the ballot are proposals for Oakland Community College and Birmingham Public Schools. Sample ballots for each of the nine precincts in Birmingham are available at the City Clerk's Office during business hours, or by visiting the Clerk's Office page at www.bhamgov.org. Contact the Clerk's Office at 248-530-1880 during business hours for information about how you can request an Absent Voter ballot. The Clerk's office will be open from 8 A.M. to 4 P.M. on Saturday, November 2nd for the purpose of issuing and receiving Absent Voter ballots.

Appointments:

- A. Interview for Advisory Parking Committee – Alternate member
 - 1. Michael Horowitz
 - 2. Robin Mueller
- B. To appoint _____ as the Alternate member to the Advisory Parking Committee to complete a three-year term to expire September 4, 2020.
- C. Administration of the Oath of Office to the appointee.

IV. CONSENT AGENDA

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

- A. Resolution approving the Regular City Commission meeting minutes of October 7, 2019.
- B. Resolution approving the Joint City Commission-Planning Board Work Session minutes of October 17, 2019.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated October 9, 2019 in the amount of \$.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated October 16, 2019 in the amount of \$.
- E. Resolution approving the warrant list, including Automated Clearing House payments, dated October 23, 2019 in the amount of \$.
- F. Resolution approving the request from the Chabad of Bloomfield Hills to display the Shain Park Menorah on December 19-31, 2019, with a special gathering to be held on December 23, 2019 from 5-7 pm in Shain Park, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- G. Resolution confirming the City Manager's authorization for an emergency expenditure pursuant to Sec. 2-286 of the City Code in the amount of \$18,000 at the North Old Woodward parking garage to repair and secure failing panels on the exterior façade to be paid from account #585-538.005-977.0000.
- H. Resolution approving the agreement with WJE Engineers and Architects, P.C. (WJE) for professional engineering services to conduct full structural assessments of the five parking garages in downtown Birmingham for an amount not to exceed \$392,480 from account #585-538.001-811.0000 for Fiscal Year 2019-2020. Further, direct the Mayor and City Clerk to sign the agreement on behalf of the City.
- I. Resolution approving the Public Arts Board's recommendation that the City purchase the sculpture "The Counselor" by Chris Yockey for \$5,500 from account 101-299.000-811.0000; that the sculpture remain in its current location on the N. Old Woodward parking structure; and to approve the appropriations and amendment to the fiscal year 2019-2020 General Fund budget as follows:

Revenues:

Draw from Fund Balance	101-000.000-400.0000	<u>\$5,500</u>
Total Revenues		<u>\$5,500</u>

Expenditures:

Other Contractual Services	101-299.000-811.0000	<u>\$5,500</u>
Total Expenditures		<u>\$5,500</u>

- J. Resolution setting November 25, 2019 at 7:30 PM as the public hearing date for the Program Year 2020 Community Development Block Grant Program.
- K. Resolution setting November 25, 2019 at 7:30 PM as the public hearing date for the reprogramming of program year 2018 Community Development Block Grant (CDBG) funds.
- L. Resolution approving the Professional Services Proposal from Automated Benefit Services, Inc., for a three-year agreement with renewal options to provide administration of the

City's Flexible Spending Account and Health Reimbursement Arrangement programs, and to authorize the Human Resources Manager to sign the Addendum to the Administrative Services Agreement on behalf of the City following satisfactory legal review by the City Attorney.

- M. Resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of vehicle #160 by Jack Doheny Companies in the amount of \$7,905.35 from the Auto Equipment Fund account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.
- N. Resolution approving the purchase and planting of ninety-six (96) trees from Greg Davis Landscape Services for the Fall 2019 Tree Purchase and Planting Project for a total project cost not to exceed \$38,315.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 and the Parks- Other Contractual Services account #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.
- O. Resolution approving the installation of a Yield Sign on Millrace at Lakeside. Further, to direct the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing the installation of a "Yield" sign on Millrace at Lakeside.
- P. Resolution approving the amendment to the City Manager's Employment Agreement as outlined in the Third Amended Employment Agreement and directing the Mayor to sign the Agreement on behalf of the City.

V. UNFINISHED BUSINESS

- A. Resolution approving the recommended modifications to the traffic signal timing at the N. Old Woodward Ave. & Willits St./Oakland Blvd. intersection for a trial period as soon as possible, through March, 2020, at a total estimated cost of \$9,200, including:
 - 1. Remove the permissive left turn phase of the traffic signal for eastbound and westbound traffic using Option 3 as a trial through March, 2020;
 - 2. Installing updated crosswalk markings on three legs of the intersection; and
 - 3. Installing lane modifications north of the intersection, marked by bollards, such that a bump out can be added on the northwest corner, and a separated bus lane will be created on the northeast corner.

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

Major Street Fund

Revenues:

Draw from Fund Balance	202-000.000-400.0000	<u>\$9,200</u>
	Total Revenue Adjustments	\$9,200

Expenditures:

Other Contractual Service	202-449.001-981.0100	\$9,200
	Total Expenditure Adjustments	\$9,200

VI. NEW BUSINESS

- A. Resolution approving a Zoning Amendment to Chapter 126, Zoning Ordinance, Appendix C, Exhibit 1, Licenses for Economic Development to include 2159 E. Lincoln Street as well as all the properties along Cole Street and Lincoln Street within the Rail District as recommended by the Planning Board to be qualified to be eligible for an Economic Development License;

AND

Resolution approving an amendment to Chapter 126, Zoning Ordinance, Article 2, Section 2.39 MX, Uses Requiring a Special Land Use Permit, to allow establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development on those parcels identified in Appendix C, Exhibit 1 with a Special Land Use Permit.

- B. Resolution approving a Special Land Use Permit and Final Site Plan and Design Review for Lincoln Yard at 2159 E. Lincoln to allow the use of an economic development liquor license to serve alcohol on premise and to occupy a building more than 6,000 square feet in size in the MX Zone.
- C. Resolution approving a Special Land Use Permit and Final Site Plan and Design Review for 298 S. Old Woodward to allow the operation of the Daxton Hotel with the service of alcoholic liquors, in accordance with Article 7, Section 7.34 of the Zoning Ordinance;

AND

Resolution authorizing the City Clerk to sign the MLCC Local Government Approval Report (MLC 436.1510) and to approve the liquor license request of Aparium Hotel Group, LLC that requests a B-Hotel Liquor License be issued under MCL 436.1521(4), SDM License with Outdoor Service (1 Area) Sunday Sale Permit (AM)(PM), Dance-Entertainment Permit, Catering Permit, Eight (8) Additional Bar Permits, Specific Purpose Permit for Hotel Operations located and a Participation Permit in the name of Woodward Brown Ventures, LLC located at 298 S Old Woodward, Birmingham, Oakland County, MI 48009.

- D. Audit Presentation
- E. Resolution approving the following amendments to the Sign Ordinance to add Electronic Message Centers to the list of prohibited sign types:
1. To amend Article 1, Section 1.03, Sign Requirements, to amend the prohibited sign types; and
 2. To amend Article 3, Section 3.02, Definitions, to add definitions for Electronic Message Centers and Gas Station Price Signs.
- F. Resolution adopting the resolution to amend Advisory Parking Committee membership to remove the Building Owner position and replace it with a board member of the Birmingham Shopping District and to remove the City Engineer (non-voting, ex-officio) position and to replace this position with the City Manager, or his/her designee.
- G. Resolution amending the Fees, Charges, Bonds, Insurance Schedule to allow all associated water permit fees (ROW Permit, Plumbing Permit, Trench Maintenance and Inspection Fees) to be waived for individuals that wish to replace their lead water services.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
Notice of Intention to Appoint to Multi-Modal Transportation Board (1) Alternate and (1) Regular members
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Parking Utilization Report (Gunter)
 - 2. 1st Qtr Budget Report (Gerber)
 - 3. 1st Qtr Investment Report (Gerber)

INFORMATION ONLY

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).



cheryl arft <carft@bhamgov.org>

Re: Multi-Modal Transportation Board - Alternate member - Appointment1 message

Dan Isaksen <isaksen.dan@gmail.com>
To: cheryl arft <carft@bhamgov.org>

Wed, Oct 2, 2019 at 9:18 AM

Hi Ms. Arft,

Thanks for your message. At this time, I do not intend to reapply for my position on the Multi-Modal Transportation Board.

Thanks,

Dan Isaksen
isaksen.dan@gmail.com

On Sun, Sep 29, 2019 at 11:02 AM cheryl arft <carft@bhamgov.org> wrote:

Mr. Isaksen,

Your term on the Multi-Modal Transportation Board will expire on October 27, 2019. The City Commission will be interviewing applicants at its meeting on Monday, October 7th at 7:30 PM.

If you would like to apply for the MMTB as an Alternate member, I will need your application on or before Wednesday, October 2nd at 12:00 PM. I have attached the application, Ethics Affidavit and Disclosure, and Affirmation of support to this email. Please complete the application, etc. to me, and also please indicate if you are able to attend the meeting on October 7th. The appointments are handled at the beginning of the meeting, so you would not have to stay for any other business after you have taken the Oath of Office.

Please let me know if you have any questions.

Regards

Cheryl Arft
Acting City Clerk
City of Birmingham
151 Martin Street
Birmingham, MI 48009

248-530-1880
248-530-1080 (fax)

carft@bhamgov.org

SUGGESTED RESOLUTION:

To accept the resignation of Daniel Isaksen from the Multi-Modal Transportation Board as an Alternate member, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.



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 ADVISORY PARKING COMMITTEE

Specific Category/Vacancy on Board Alternate

Name Michael Horowitz

Phone _____

Residential Address 539 S. BATES ST

Email _____

Residential City, Zip BIRMINGHAM, MI 48009

Length of Residence 6 MONTHS

Business Address 30600 NORTHWESTERN HWY. STE 430 Occupation REAL ESTATE INVESTOR, DEVELOPER
BUSINESS INVESTOR

Business City, Zip FARMINGTON HILLS, MI 48334

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied As a Real Estate Developer and Investor, I UNDERSTAND THE CHALLENGES OF CONSTRUCTION AND THE CHALLENGES OF RETAILERS IN TODAY'S ENVIRONMENT. I HAVE ALSO BEEN INVOLVED IN COMMUNITY DEVELOPMENT THROUGH SUBURBAN DETROIT, AS WELL AS SUBSTANTIAL EXPERIENCE IN NON-PROFIT WORK. THE NON-PROFIT WORK HELPED ME UNDERSTAND THE IMPORTANCE OF CONSENSUS BUILDING
SEE ATTACHED BIO

List your related community activities SEE ATTACHED BIO

List your related educational experience SEE ATTACHED BIO

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: NONE

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]
Signature of Applicant

10-19-19
Date

Personal Narrative

MICHAEL HOROWITZ

Mr. Horowitz has a 40+-year track record in the residential and commercial real estate industry. As a founding partner in The Selective Group, Mr. Horowitz has vast management experience in growing a home building and development company. Specifically, he grew The Selective Group into the second largest homebuilder and developer in the Detroit metropolitan market. He played an integral role in creating the exit strategy resulting in the disposition of The Selective Group to Centex Homes, which was one of the nation's largest home building companies, and was a subsidiary of publicly traded Centex Corporation (NYSE: CTX), which subsequently merged with Pulte Homes (NYSE) to create the largest home builder in the country.

Mr. Horowitz has a stellar reputation and track record in community development, home building, commercial development, commercial real estate investment and access to major-market capital and deal flow. Additionally, he has a keen understanding of entitling vacant property, asset acquisition, and the disposition of developed and undeveloped real estate. Mr. Horowitz astutely scrutinizes the risk and use of capital involved in the evaluation of investment opportunities. Mr. Horowitz has built over 10,000 residential homes, developed over 11,500 residential lots, and has been involved in the construction and/or ownership of over 1,200,000 square feet of commercial property.

As an active philanthropist, Mr Horowitz has been involved in numerous charitable organizations, especially in the Jewish Community. As a result of his involvement, he was recruited by The Jewish Federation of Greater Atlanta to serve as their CEO from 2011-2016 to help address the significant financial, fundraising and organizational issues that non-profit was experiencing. With a projected service term of 3-5 years, Mr Horowitz successfully met the goals that were established when assuming that position and has returned to his real estate and investment activities, as well as continued lay involvement in numerous charitable organizations.

MICHAEL P. HOROWITZ

Personal

Age: 69
Married: Four Children – Rachel Sahn (38), Susan (36), Adam (34), and Geoffrey (30)
Resident: Birmingham, Michigan

Education

1967 – 1971: University of Michigan
B.G.S. – Economics/Political Science

1971 – 1972: Post Graduate Studies
University of Chicago
Masters Program
School of Business Administration

Professional Experience: Business Developer, Investor of more than Two Billion Dollars of Commercial and Residential Real Estate.

2003-Currently

President and Founder of Tricap Holdings, LLC, a real estate investment, and development company.

Investor – Active involvement in various real estate partnerships and operating business entities.

2011-2016:

CEO/President Jewish Federation of Greater Atlanta. Nonprofit entity with annual fundraising in excess of \$40 Million and charitable assets in excess of \$200 Million

2001-2003

Vice President and Founder of Grant-Perry Development Co., LLC, a real estate investment and development firm.

1983 – 2001

President and Founder of The Selective Companies, overseeing entity to the following:

The Selective Group, Inc.: One of Michigan's largest residential builders and developers. Successfully completed sale of company to Centex Homes (NYSE) in 2001.

1983 – 2001 (Cont.)

Selective Development Company: Developers of shopping centers, office buildings, industrial, apartments, and hotel properties.

Selective Management, Inc.: Management services for operation of income properties.

Selective Enterprises, Inc.: Alternative housing and consulting services for mobile home communities, manufactured homes for sale, and low income housing.

Other: Chairman of Advisory Board – Z3, LLC.; Privately Held License of Calvin Klein. Design, manufacture, distributes furniture throughout North America.

Prior Real Estate Industry Involvement

Active in numerous political campaigns, including national, state, and a variety of local municipal elections.

Member: National Association of Home Builders

Member: Builders Association of Southeast Michigan

Charter Member: City of Ferndale Downtown Development Authority

Charter Member: City of Novi Site Plan Review Committee

Awards

“1990 Construction Entrepreneur of the Year” – Michigan Region, sponsored by Ernest & Young, Inc Magazine and Merrill Lynch.

Previous Speaking Engagements

Real Estate Roundtable

North Oakland County Builders Association

University of Michigan – MBA Program (5 times)

Real Estate Seminar, Michigan National Bank

Real Estate Seminar, Applied Science and Technology

Wayne State University – College of Life-Long Learning

Commercial Investment Division – Metropolitan Detroit Board of Realtors

Canton Economic Club
Western Wayne County Board of Realtors
Mortgage Bankers Association
University of Michigan Business School – Real Estate Forum
Clinton River Watershed Council – “Takings” Issue

Community Involvement

President – Jewish Federation of Metropolitan Detroit
Board of Governors – Jewish Agency for Israel
Past Member – American Heart Association
Past Member – Michigan Humane Society

Involvement in Jewish Community

- (1) Past President, Michigan Regional Advisory Board, Anti-Defamation League
- (2) Board Member – Michigan Region – Anti-Defamation League – 1976-Present
- (3) National Commissioner, Anti-Defamation League.
- (4) Executive Committee – Detroit Friends of Bar-Ilan University
- (5) Past Board Member – Congregation Shaarey Zedek
- (6) Past Board Member – Hillel Day School Metropolitan Detroit
- (7) Past Board Member – Jewish Family Services
- (8) Board of Governors – Jewish Agency for Israel (JAFI)
 - Past Co-Chair Committee on Aliyah (immigration)
 - Current Co-Chair of Young Communities Sub-Committee
- (9) Member – Congregation Shaarey Zedek – Southfield, Michigan
- (10) Member – Congregation B’nai Israel – Petoskey, Michigan
- (11) Board Member – United Jewish Communities – Member UJC Budget Committee
- (12) Jewish Federation of Metropolitan Detroit:

Previous

- President
- Member of Executive Committee
- Member – Board of Governors
- Member – Israel and Overseas Committee
- Co-Chair Partnership 2000
- Member – Real Estate Committee – United Jewish Foundation
- Chair – JAMD/Federation Transition Committee
- Member – Initial Federation/JCC Renovation Committee
- Member – Zuckerman Campaign Leadership Development Group
- Chair – Real Estate Division – Annual Campaign
- Co-Chair King David Society - Annual Campaign
- Campaign Chair (2004/2005 Campaign)
- Founding Co-Chair – Israel and Overseas Committee
- Co-Chair – Jewish Academy of Metropolitan Detroit (JAMD)/Federation Physical Planning Committee

- Chair – Jewish Academy of Metropolitan Detroit (JAMD)/Jewish Community Center (JCC) Implementation Committee



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Advisory Parking Committee

Specific Category/Vacancy on Board Resident

Name Robyn L Mueller Phone 248-705-3863

Residential Address 860 Ridgedale Ave Email robynlm@gmail.com

Residential City, Zip Birmingham MI 48009 Length of Residence 10 years

Business Address 261 E Maple Road Occupation CFO, Smartfinds Internet Marketing

Business 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 been a member of the Birmingham community since moving to Poppleton Park from Bloomfield Hills in 2009. I have established and run a digital marketing agency in Birmingham with my partner, although we have clients throughout the country. My two children attended The Roeper School and I served on the school board, finance committee, for 9 years. My work schedule gives me the flexibility to devote some of my time giving back to the community.

List your related employment experience Financial Consultant, Merrill Lynch 1983-1993. Founder, co-owner and CFO of Smartfinds Internet Marketing 1994 to present.


List your related community activities Served on the board of The Roeper School for 9 years. Participated in the Japanese Sister City Program 2018, hosting a guest in my home.

List your related educational experience BBA in Finance, Walsh College. Series 7 and 63 training through Merrill Lynch. Have run my own business since 1994.

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: N
O

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

09/28/2019
Date



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	9/23/2019	9/4/2022
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 Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Paskiewicz 560 Woodland Birmingham	Judith 48009	248-642-3337 <i>judithpaskiewicz</i>	Professional Firm	9/4/2022
Silverman 1200 Latham Birmingham	Lisa 48009	248-642-3337 <i>lisas229@aol.com</i>	10/7/2019 Resident	9/4/2022
VACANT			Building Owner	9/4/2021
VACANT			Alternate	9/4/2020
VACANT			Restaurant Owner	9/4/2020
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

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

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

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

Absent: None

Administration: City Manager Valentine, City Attorney Currier, Acting City Clerk Arft, and City Planner Ecker

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

08-205-19 ANNOUNCEMENTS

- Commissioner Sherman celebrated a birthday, and the commission sang Happy Birthday.
- The Fire Department Open House will be held on Saturday, October 12th, 2019 at the Adams Fire Station, 572 S. Adams from 1:00 – 4:00 PM. Learn about fire safety and enjoy the many interactive displays and activities. For more information, visit www.bhamgov.org/fire.
- The Birmingham Museum's fall lecture series will continue on October 17th at 7:00 PM at the Baldwin Public Library with "The Levinsons: First Jewish Family in Birmingham". Special guests are Levinson descendants Senator Carl Levin and Representative Sander Levin who will be participating in the discussion of their family's legacy in Birmingham. Seating is limited. Registration is required for this free presentation by going to the Baldwin Library's website calendar.

08-206-19 APPOINTMENT TO THE DESIGN REVIEW BOARD

The Commission interviewed current Board member Natalia Dukas at a previous meeting and did not require her to return for this meeting. Current member Michael Willoughby was not present.

MOTION: Motion by Mayor Pro Tem Boutros:

To move forward with the appointments without interviewing Mr. Willoughby,

AND

To appoint Michael Willoughby to the Design Review Board, as a regular member, for a three-year term to expire September 25, 2022.

VOTE: Yeas, 7
 Nays, 0

MOTION: Motion by Commissioner DeWeese:

To appoint Natalia Dukas to the Design Review Board, as a regular member, for a three-year term to expire September 25, 2022.

VOTE: Yeas, 7
 Nays, 0

08-207-19 APPOINTMENT TO THE HISTORIC DISTRICT COMMISSION

MOTION: Motion by Mayor Pro Tem Boutros:

To appoint Michael Willoughby, not present, to the Historic District Commission, as a regular member, for a three-year term to expire September 25, 2022.

VOTE: Yeas, 7
 Nays, 0

08-208-19 APPOINTMENTS TO THE BOARD OF ZONING APPEALS

There were three applicants seeking appointments to the Board of Zoning Appeals:

1. Charles Lillie
2. Francis Rodriguez
3. Adam Rubin

Mayor Bordman noted that two of the applicants are current members. The third applicant, Adam Rubin, did not understand that so many people reapply for their positions and withdrew his application. She urged him to continue seeking a City of Birmingham board to serve.

The commission interviewed Mr. Charles Lillie and Mr. Francis Rodriguez.

MOTION: Motion by Mayor Pro Tem Boutros:

To appoint Charles Lillie to the Board of Zoning Appeals for a three-year term to expire October 10, 2022.

VOTE: Yeas, 7
 Nays, 0

MOTION: Motion by Commissioner Harris:

To appoint Francis Rodriguez to the Board of Zoning Appeals for a three-year term to expire October 10, 2022.

VOTE: Yeas, 7

Nays, 0

**805-209-19 INTERVIEWS FOR THE MULTI-MODAL TRANSPORTATION BOARD
ALTERNATE MEMBER**

The commission interviewed Mr. Joseph Zane.

MOTION: Motion by Commissioner Hoff:

To appoint Joseph Zane to the Multi-Modal Transportation Board - Alternate position for a three-year term to expire October 27, 2022.

VOTE: Yeas, 7
Nays, 0

**805-210-19 INTERVIEWS TO ADVISORY PARKING COMMITTEE (4
VACANCIES)**

The following residents applied to serve on the Advisory Parking Committee:

1. Judith Paskiewicz, as a Professional Firm Member (previously interviewed)
2. Lisa Silverman, as a Resident

The commission interviewed Ms. Lisa Silverman.

MOTION: Motion by Commissioner Nickita:

To appoint Judith Paskiewicz to the Advisory Parking Committee as a representative of a professional firm for a three-year term to expire September 4, 2022.

VOTE: Yeas, 7
Nays, 0

MOTION: Motion by Commissioner DeWeese:

To appoint Lisa Silverman to the Advisory Parking Committee as a representative of residents for a three-year term to expire September 4, 2022.

VOTE: Yeas, 7
Nays, 0

Acting City Clerk Cheryl Arft, administered the Oath of Office to both Ms. Paskiewicz and Ms. Silverman.

805-211-19 INTRODUCTION OF GUEST

Mayor Bordman recognized State Representative Mari Manoogian in the audience. Ms. Manoogian informed the Commission about the new water testing procedures brought forth by the Safe Water Drinking Act.

City Manager Valentine briefly described the new testing procedures and shared the results of the new threshold for providing public advisories. He also expressed that under the new threshold, the City put out a public advisory to the residents. Everyone was referred to the City's website for additional information.

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.

08-212-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Hoff: Item A – Resolution to approve the regular City Commission meeting minutes of September 23, 2019.

MOTION: Motion by Commissioner Sherman, Seconded by Commissioner Harris:
To approve the Consent Agenda excluding Item A.

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

- B. Resolution approving the warrant list, including Automated Clearing House payments, dated September 25, 2019 in the amount of \$8,284,484.48.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated October 2, 2019 in the amount of \$1,241,488.72.
- D. Resolution approving the appointment of election inspectors, absent voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the November 5, 2019 Election pursuant to MCL 168.674(1), setting 10:00 a.m. as the start time for the Absent Voter Counting Board, and granting the City Clerk authority to make emergency appointments of qualified candidates should circumstances warrant to maintain adequate staffing in the various precincts, counting boards and receiving boards.
- E. Resolution approving the recommended changes to the Articles of Incorporation for the Southeast Oakland County Water Authority, as approved by the SOCWA Board on August 21, 2019.
- F. Resolution awarding the Oak St. Sewer Rehabilitation Project, Contract #11-19 (S), to Bidigare Contractors, Inc., in the amount of \$221,600, to be charged to account number 590-536.001-981.0200.
- G. Resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of vehicle #42 by Southeastern Equipment Company in the amount of \$8,922.00 from the Auto Equipment Fund account #641.441.006-933.0200, pursuant to Sec. 2-286 of the City Code.

- H. Resolution setting Monday, October 28, 2019 at 7:30 PM for a public hearing to consider approval of a Zoning Amendment for Chapter 126, Zoning Ordinance, Appendix C, Exhibit 1, Licenses for Economic Development;

AND

Resolution setting Monday, October 28, 2019 at 7:30 PM for a public hearing for October 28, 2019 to consider approval of an amendment to Chapter 126, Zoning Ordinance, Article 2, Section 2.39 MX, Uses Requiring a Special Land Use Permit to allow the operation of establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development identified in Appendix C, Exhibit 1.

- I. Resolution setting Monday, October 28, 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 Lincoln Yard at 2159 E. Lincoln to allow the use of an economic development liquor license to serve alcohol on premise and to occupy a building more than 6,000 square feet in size in the MX Zone.
- J. Resolution setting Monday, October 28, 2019 at 7:30 PM for a public hearing date to consider approval of a Special Land Use Permit and Final Site Plan and Design Review for 298 S. Old Woodward to allow the operation of the Daxton Hotel with the service of alcoholic liquors, in accordance with Article 7, Section 7.34 of the Zoning Ordinance.
- K. Resoluition approving the Shain Park and City Hall Granite Paver Restoration Project to Superior Scape, Inc. in the amount not to exceed \$24,010.00. Funds are available from the Capital Projects Fund account # 401-751.001-981.0100 in the amount of \$15,000 and from the Capital Projects Fund account # 401-441.003-981.0100 in the amount of \$9,010.00. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City.

08-213 -19 (ITEM A) MINUTES OF THE REGULAR COMMISSION MEETING

Commissioner Hoff noted the following corrections:

- Page 10; top line should read "The improvements being offered for \$17,000 should be made and when the intersection is redesigned, make the adjustments."
- Page 10; last bullet, should read: "Mayor Bordman noted that the proposed change does not include a leading pedestrian interval."
- Page 7; 2nd bullet referring to comments made by Commissioner DeWeese, 4 lines down should read: "the commissioner went further to say."

MOTION: Motion by Commissioner Hoff, Seconded by Commissioner Nickita:
To approve the Minutes of the regular Commission Meeting with noted corrections.

VOTE: Yeas, 7
Nays, 0

V. UNFINISHED BUSINESS

08-214 -19 Birmingham Bloomfield Art Center Annual Art Fair

Mayor Bordman recalled discussions at a previous Commission meeting about the Birmingham Bloomfield Art Center and where the annual Mother's Day event would be held due to the planned construction on Maple Road.

- City Manager Valentine presented this item and called members of the Art Guild to address questions and concerns. He also expressed that alternative locations were examined and the only solution would be S. Old Woodward Ave. in lieu of the availability of Shain Park.
- Mayor Bordman received 7 emails asking whether or not the event would be continued.
- Commission Hoff asked if everyone was properly notified of the location change and was there any response.
 - Interim City Clerk Arft affirmed that timely notification was provided to the community and that the Clerk's office did not receive any responses.
- Commission Hoff also expressed concern about where patrons would park.
 - Annie Van Galderan, of the Arts Guild explained that there would be multiple valet sites and valet will use the Pierce St. and Peabody parking structures.
- Commissioner DeWeese suggested that Police services might be needed to allow right turns onto Lincoln from Woodward during this event.

MOTION Motion by Mayor Pro Tem Boutros, seconded by Commissioner DeWeese:
To approve a request from the Birmingham Bloomfield Art Center to hold Art Birmingham on S. Old Woodward between approximately Bowers St. and Landon 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.

VOTE: Yeas, 7
 Nays, 0

VI. NEW BUSINESS

08-215 -19 SPECIAL LAND USE PERMIT FOR 117 WILLITS

Planning Director Ecker presented the item.

- Three separate restaurants with direct connect and one Class C license was proposed.
- Mayor Pro Tem Boutros asked about the exterior changes relative to entry and exit.
- Commissioner DeWeese asked about handicap accessible entrances.
 - Director Ecker confirmed that the entry and exit as well as handicap accessibility is all within the City's code requirements.
- Commissioner Hoff asked have all of the department's concerns been addressed. She also expressed concern about the proposed hours of operations due to the restaurants proximity to church, schools, and residential districts.
 - Director Ecker replied that all concerns by the department have been addressed and that because the business does not immediately abut to residential properties, the hours of operation proposed are permitted by current ordinances. She went on to say that because it is a Special Land Use Permit, the Commission may attach any conditions to the permit.
 - All residents were properly notified.

- Mayor Bordman found contradictions to the hours of operation and noted that residents live above the restaurant. She asked how the hours of operation could comply with the current ordinances.
 - Director Ecker pointed out that there are no restrictions when an establishment is not a bistro and have a regular Class C license.
 - Stephen Simon, owner, clarified the hours of operations for indoor and outdoor seating at all three of the restaurants.
- Commissioner Sherman suggested limiting outdoor dining hours to midnight, due to residents occupying units above the restaurant.
- Commissioner Hoff asked who owns the quota license and will the Sidecar location on Merrill St. remain on Merrill St.
 - Mr. Simon stated that Sidecar will stay on Merrill until 10/30/20, and ROJO will close at the end of the lease. The other two operations would open in 3-6 months. He also noted that the landlord of the new location owns the quota license and the restaurant would be using it for the duration of the lease.

There was a discussion about the clearances indicated on the plan and whether or not the clearances were sufficient for the flow of traffic and safe for the families of the City to walk.

- Planning Director Ecker explained that the clearance proposed meets the ordinance that is in place.
- Mayor Bordman and Commissioner Hoff agree that they would like to see the outdoor dining area decreased with fewer seats outside; they are concerned about the safety of pedestrians while walking on the street.
- Commissioner Nickita noted that there is a 5 ft. wide clearance around this location and is consistent with all of the other circumstances downtown and throughout the City. He does not feel that it had ever been a problem and does not see any reason to make adjustments to the plan. He expressed that he is comfortable with the current layout.
- Mayor Pro Tem Boutros expressed that he is very comfortable with the layout and is in favor of the plan as proposed and clarified.
- Commissioner DeWeese asked if the outdoor seating would be removed after the outdoor dining season is over. Mr. Simon affirmed.
- Commissioner Sherman is concerned with the entrance of Slice only having a 5ft clearance and believes that it could become a bottleneck of traffic.
- Mayor Bordman asked how would patrons waiting for seating be accommodated as to not obstruct the entrance.
 - Director Ecker addressed both Commissioner Sherman and Mayor Bordman's concerns.
- Commissioner Harris expressed that the proposed SLUP could be unilaterally cancelled if it is found not to be in the public's interest.
- Chief Clemence corrected the MLCC relative to the Class C Quota License.

MOTION Motion by Mayor Pro Tem Boutros, seconded by Commissioner Sherman:

To approve 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;

AND

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and approving the liquor license request of S-Three, LLC that requests a transfer of interest in **an existing Class C Quota License** and SDM License with New Outdoor Service and two new

quota license Additional Bar Permits located at 117 Willits, Birmingham, Oakland County, MI 48009;

AND

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of S-Three, LLC approving the liquor license transfer request of S-Three, LLC that requested a Class C License be transferred as an existing Class C quota license & SDM License with New Outdoor Service and Two New Additional Bar permits located at 117 Willits, Birmingham, Oakland County, MI 48009.

Commissioner Nickita expressed that he is assuming reviews have been done by the planning board to insure compliance with all local ordinances relative to noise and order. Planning Director Ecker stated that this project is subject to the same noise/odor standards set forth for businesses immediately adjacent to single family zoned property; this circumstance is different because it is in a mixed residential/business zone.

Commissioner Hoff asked the owner how will this venture be different from his other location and will it be successful financially.

Mr. Simon feels that Sidecar has been very successful, unfortunately he was unable to come to acceptable terms in seeking a lease extension in its current location. Finding another location downtown to continue its success is a win for everyone involved. He also stated that it is financially successful.

Mayor Bordman called for public comment on this item.

- Julia Richie, 36 year resident, lives at the Willits on the curve above the outside seating area. She asked would there be a railing or has consideration been given to use of umbrellas.
 - Planning Director Ecker affirmed that there are 3 umbrellas planned and a rail.

VOTE:	Yeas,	7
	Nays,	0

**08-215 -19 PRESENTATION ON THE NEW WATER SAMPLING RULES UNDER
THE MICHIGAN SAFE WATER DRINKING ACT**

City Manager Valentine presented the item.

- Water sampling rules changed in 2018 for testing for copper and lead results throughout the State of Michigan.
- Higher thresholds were established to promote aggressive testing.
- All communities in the State must inventory existing service lines at residential properties.
- Inventory that has lead service lines must be abated at a rate of 7% per year.
- The public must be educated by the City on lead service lines.
- Mayor Bordman stated that there are about 9,000 homes in Birmingham. Many of them are old homes and when built the standard for service lines was a product that over time leached lead. The State now requires each City to find this type of line. If homes are found with lead service lines (pipes), the state requires the city to replace the pipes (from the City connection to the home) at the City's expense. The percentage of households with this type of service line is expected to be low, somewhere between 500-600 homes.

- Commissioner Harris asked if the abatement mandate would go into effect even if the lead contamination rate is low. City Manager Valentine affirmed.
- Commissioner DeWeese asked if the City would need owners' permission to go onto properties. City Manager Valentine affirmed.
- Commissioner Hoff asked how was testing done and were businesses included. City Manager Valentine expressed that DPS is aware of most of the homes with lead service lines and solicited those homes for sampling. At this time, residential properties are only covered by the new rule.
- The City provided water filters to residents recording high levels of lead.
- Oakland County is providing water filters to low income and high-risk homes. The requirements are outlined on the City's website.
- Mayor Bordman urged people listening to reach out to people that might qualify for the water filters and let them know to take advantage of this opportunity.
- Commissioner Harris asked if the homes without lead service lines but may have some type of lead in the home; would they be part of the sampling pool. City Manager Valentine stated that that type of circumstance would not be a part of the pool. but to visit the City's website at www.bhamgov.org/leadtesting.

08-216 -19 CLOSED SESSION REQUEST

MOTION by Commissioner Hoff, seconded by Commissioner DeWeese:

To meet in closed session to consider the City Manager's evaluation pursuant to Section 8(a) of the Open Meetings Act (Act 267 of 1976). A 2/3 roll call vote of the City Commission is not required to call a closed session permitted under Section 8(a).

VOTE: Yeas, 7
 Nays, 0

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

Mayor Bordman noted that the Commission received several communications thanking the City for their service to residents:

- Richard Martin said the City of Birmingham takes better care of residents than any other City in Michigan.
- Matthew McCartall, Adam Parsons, and Dr. Parsons (not related) echoed that everyone is good to work with.
- Mr. & Mrs. George Stern commended the Police Department for their service.

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

Betty Gusho, Lyonhurst St., commented on the 5g towers being erected around the City as follows:

- Health hazard
- Increased cancer risk
- Suggested that the Commission research this issue.

Brad host, 639 Puritan, wanted to encourage the residents to communicate with the Commission on a regular basis. He wants the Commission to consider allowing citizens to speak at the beginning and end of the meetings.

David Bloom, Stanley St., reported on the federal lawsuit that he and Mr. Baller had against the City, members of the Commission, City Manager, and Attorney Carrier. He presented the two-page settlement and explained why He and Mr. Baller settled. He suggested an independent investigation be conducted. Mr. Bloom also proposed an alternate street improvement option.

X. REPORTS

- A. Commissioner Reports
 - Notice to appoint to Birmingham Shopping District, Historic District Study Committee, and the Public Arts Board.
- B. Commissioner Comments
 - DeWeese expressed his displeasure with personal attacks on candidates.
 - He has heard that the residents do not believe that the City was squeaky clean in the NOW project and suggested that an independent investigation be done.
 - Commissioner Nickita commented on the MML Conference and enjoyed attending. He also expressed that it was very interesting to collaborate on the many issues being dealt with across the state. He went further to say that he heard positive comments on how the City is a model to follow in terms of being able to decrease the tax rate for five years in a row while increasing services.
 - Mayor Bordman expressed that the MML Conference is a very worthwhile event.
 - Commissioner Hoff commended City Manager Valentine for taking advantage of the conference and the many learning opportunities that were afforded him.
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

Mayor Bordman adjourned to closed session at 9:25 pm.

XI. ADJOURN

Cheryl Arft, Acting City Clerk
/vc

**BIRMINGHAM CITY COMMISSION /
PLANNING BOARD JOINT WORKSHOP SESSION
OCTOBER 17, 2019
COMMUNITY HOUSE, 380 S. BATES
7:30 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Commission

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

ROLL CALL:	Present:	Chairman Scott Clein Robin Boyle Stuart Jeffares Bert Koseck Daniel Share Janelle Whipple-Boyce J. Bryan Williams Jason Emerine, alternate
	Absent:	Nasseem Ramin, alternate Sophia Trimble, student representative John Utley, student representative

Administration: City Attorney Tim Currier, City Manager Valentine, Acting City Clerk Arft,
Planning Director Ecker, Building Official Johnson

III. ITEMS FOR DISCUSSION

A. Citywide Master Plan Draft:

Mayor Bordman introduced the evening's proceedings, emphasizing that this would be an initial look at the first draft of the master plan (first draft). She explained a survey would be coming out for Birmingham residents to participate in a few weeks from the current meeting. Mayor Bordman also emphasized that there would be an entire second draft written and reviewed by people in the City before a final draft is written and released. It was important to note the

preliminary nature of the draft so residents understood their comments would be heard and considered by the master planning team as part of the process for the second draft's composition.

Matt Lambert of DPZ presented an overview and highlights from the first draft, which may be accessed in its entirety at www.theBirminghamPlan.com/documents.

Mr. Boyle described two homes to the west of the Wallace Frost home at Wimbledon and Adams. Both homes had been built after a lot split was granted a few years prior, and went on the market within the week prior to the evening's meeting. Mr. Boyle reported their listing prices as \$1.4 million and \$1.9 million. Mr. Boyle opined that if this area had been zoned as a neighborhood seam as described in the first draft, the lot could possibly have supported a six unit residential building. This would have added economic diversity to the residential housing stock of the Poppleton neighborhood, which Mr. Boyle stated is becoming increasingly financially inaccessible. Mr. Boyle continued that the neighborhood fabric should be a significant consideration for this planning process, and he applauded the work done on it so far. Mr. Boyle offered more general comments on the first draft, saying the graphics were good, the writing accessible, and that the first draft needed to be significantly edited to create a shorter piece. Mr. Boyle also said that the City must determine its planning priorities. He suggested that every topic in the first draft comes across as equally important, and that it would benefit the to have more clarity regarding the priorities of the master plan.

Mayor Bordman concurred with Mr. Boyle that the master plan would benefit from a clearer sense of what issues are a priority.

Mr. Lambert explained the implementation section will give a sense of the master plan's priorities. He said there also may be a way to address that goal in the writing.

Mr. Williams said the neighborhood associations should be implemented now, before the master plan and its sub-parts are implemented. He noted that in his 12 years on the Planning Board, people usually only attend meetings if they are strongly in for or strongly against a proposal. If the neighborhood associations are implemented now, the City stands to gain a broader variety of feedback on the master planning process. He said if the neighborhood associations are not implemented before the rest of the master plan, the City risks having insufficient buy-in, as a result of insufficient engagement, from residents. Without broad-based resident engagement, Mr. Williams shared concern that the same people who are strongly in favor or strongly against will determine the final implementation of the process.

In reply to Commissioner Hoff, Mr. Lambert explained that the goal in redistributing the neighborhood boundaries and neighborhood associations was to make the neighborhoods of geographically similar size. He said that in this way the City can better determine whether each neighborhood has similar access to public resources, such as parks. Mr. Lambert noted that in the 1980 Master Plan neighborhoods were described by the bounding roads, and that many of the neighborhoods DPZ proposes now are similar to the neighborhoods described in that plan.

In reply to Commissioner Nickita, Mr. Lambert said Birmingham could choose to invite each neighborhood to decide whether they would like to have a home pattern or not, and could also introduce some zoning regulations that would allow for a bit more granularity. He said he

admired how Birmingham had allowed its residential architecture evolve according to its residents' visions, but that increased granularity in zoning regulations could help raise the minimum zoning standards a home must meet. Mr. Lambert said the team could offer some suggestions regarding possible zoning regulations that would achieve that purpose.

In reply to Commissioner Harris, Mr. Lambert said that the majority of neighborhood associations presidents the master planning team spoke to were adamant that the role of neighborhood associations was to be informative, not political. Mr. Lambert said that was understandable, but that it left the master planning team contemplating how to make it work when decisions will need to be made either within a neighborhood, or through a neighborhood being in dialogue with the City. In order to deal with this the master planning team considered that the neighborhood associations retain their current function, with an additional panel of neighbors occasionally called to order to make decisions on a neighborhood-relevant issue. Mr. Lambert conceded that may not work as seamlessly as intended.

Mr. Jeffares spoke as the president of his neighborhood association, saying he felt he would be able to solicit feedback for the City from members of his neighborhood on various issues, but would not be able to politically represent the neighborhood as a whole. He said he also thought the master planning team did a pretty good job in its proposed redistribution of the neighborhood boundaries.

Ms. Whipple-Boyce stated that neighborhood association presidents cannot always be relied on to infallibly convey information to neighborhood association members. She also noted that sometimes groups of people consider themselves de facto decision makers for a neighborhood, even though they do not serve as such in any official capacity. For these reasons Ms. Whipple-Boyce said these new plans would need City promotion and engagement.

In reply to a question from Ms. Whipple-Boyce asking whether the residential density of different neighborhoods was considered when proposing new neighborhood boundaries, Mr. Lambert said they were not because neighborhoods historically have encompassed a range of residential densities. He said the master planning team has considered the density of neighborhoods in terms of the commercial centers they could support and the recreational facilities they might need.

In reply to Commissioner DeWeese, Mr. Lambert acknowledged that encouraging and maintaining engagement within the neighborhood associations is very difficult. Mr. Lambert attributed this to the fraying of the social fabric, happening both across the United States and within Birmingham, where people say they do not know their neighbors anymore. To this point, the master planning team proposes a three-pronged approach to helping people get to know each other again: commercial areas within each neighborhood, civic spaces within each neighborhood, and recreational areas within each neighborhood. Walkable neighborhoods with a variety of destinations will allow people to feel more embedded in their neighborhood communities, and when they feel more a part of the neighborhood they will be more invested in neighborhood participation and outcomes. Mr. Lambert allowed that this would not be a quick process, but that it should be an effective one. He said the informative aspects of the neighborhood associations could be implemented more immediately, while the process of increasing opportunity for interactions within the neighborhood will be more gradual.

Mayor Bordman concurred with Commissioner DeWeese's and Mr. Lambert's observations regarding the difficulty of promoting neighborhood engagement, and emphasized the national nature of these difficulties.

Mr. Share commended the master planning team for their inclusion of community engagement as part of the master planning process. He said he had two concerns moving forward: citizen engagement during the balance of the master planning process, and the possibility of forming subcommittees of Commission and Planning Board members to do more thorough considerations of different aspects of the first draft. Mr. Share said some of those discussions could be as small as deciding on which corner of an intersection a civic destination should be located in a neighborhood. He said those subcommittee meetings would be open to the public, and would create spaces more amenable to discussion than the current meeting format. Mr. Share suggested that Sections A, B, and C could be subdivided into the topics to be discussed.

Mayor Bordman agreed that subcommittee discussions could be of use, especially since the current meeting could only hope to provide an overview of the first draft.

In reply to Mayor Pro Tem Boutros and Mr. Share, Mr. Lambert explained that it is not DPZ's intention that the master plan should have every detail firm. He said the intention is more to provide guidelines along which the City can evolve, determining how to best move towards the master plan's goals as it goes along.

Commissioner Nickita stressed that the master plan will be comprised of broad-based considerations from which the City can create ordinance and policy as it determines the most appropriate ways to specifically implement the master plan's ideas over the next 20 years.

Mr. Koseck agreed with Commissioner Nickita. He added it would do the City well to remember that circumstances both within and without the City may change some of the implementation processes for this or any master plan, which is why it is useful to remember its recommendations can be addressed in five year increments and that the master plan overall should be thought of as a broad guide.

Chairman Clein respectfully recommended the Planning Board commence review of all land planning aspects within the first draft, addressing one issue per Planning Board meeting. Chairman Clein said that this could both allow a space for public feedback and comment, and could allow the Planning Board to provide considered feedback and guidance to the Commission on the various land planning topics.

Mayor Bordman said that if the Commission agreed that the Planning Board should pursue that course, then the City should alert the public to dates and upcoming topics on all social media channels.

Chairman Clein explained the intention for the October 23, 2019 Planning Board meeting was a debrief from the joint session.

Ms. Whipple-Boyce addressed the issue of implementation, noting it will be tempting for the City to resolve some of the least-demanding issues first. Ms. Whipple-Boyce said that instead of taking that tack, it would be wisest for the City to address some of the more foundational issues

that have been complicating City life for some time, citing unimproved streets as an example. She said doing so will lay the foundation from which other City problems may be addressed, and that the less demanding issues will become even easier to resolve as a result.

Mr. Lambert concurred with Ms. Whipple-Boyce.

IV. PUBLIC COMMENT

Mayor Bordman invited public comment.

Kate Beebe explained that she has been a resident of Birmingham for 44 years and retired from a career in doing master planning for various cities. She said that the first draft of the master plan is much too long and recommended the City set a limit on its length. Ms. Beebe said she was tasked with doing a master plan for Detroit, MI that was limited to 40 pages. She said that a lot of the content of the first draft are working papers, not master plan content. Ms. Beebe advised that it is not appropriate for the master plan to attempt to delineate neighborhood boundaries. Citing her experience living on Glenhurst, an unimproved street, she said that matters of infrastructure will be significant over the next 20 years in Birmingham and that the first draft suffered from a lack of attention to neighborhood infrastructure. Ms. Beebe said the draft should be shortened to three overall topics in order to make it most accessible to Birmingham residents. Ms. Beebe opined that implementation is not a necessary topic for the master plan. She said that infrastructure will be the topic that galvanizes resident participation in the master planning process.

Mayor Bordman thanked Ms. Beebe for her comments.

Mr. Lambert noted that DPZ strongly wanted to include unimproved streets and overall infrastructure as part of the first draft, but that the City advised them that the Ad Hoc Unimproved Street Study Committee is working on the issue.

Norman Fill said that while he is not a critic of urban planning efforts, he believes the aim of this master plan should be land use and infrastructure, not urban planning. He said he concurred completely with Ms. Beebe's points, noting that Seaholm High School students currently must drink bottled water because the school's pipes contain lead. Mr. Fill stated that Birmingham residents are in want of land use and infrastructure planning. He continued that neighborhoods already have their natural boundaries that have evolved with people living in the City, and that walking distance cannot be considered the ultimate delimiter of a neighborhood. Mr. Fill continued that there are a number of instances in which the first draft clearly includes idealized goals for the City, but that the City and its place in Michigan have an organic structure that will be difficult to shift. One example Mr. Fill provided was the first draft's recommendation that Birmingham pursue better integration with the Troy train station; he said that while he appreciated the idea, one can reach very few destinations within Michigan by train, so the usefulness of the idea is very limited. Mr. Fill offered his last comment, asking that the origins of the assumptions in the first draft be made clear within the next draft. He said that in reading the first draft he was not sure where parts of the preamble came from, and he would like to see what feedback or information from Birmingham residents created those suppositions.

Mr. Fill thanked the meeting for hearing his comments.

In reply to Brad Host, Mr. Lambert explained that the figure of a projected 2,000 more homes in Birmingham comes from a Michigan Housing Authority study, which was cited in the first draft. Mr. Lambert said there was an additional desire for homes within Birmingham to reduce housing costs and because the demand from people who want to live in the City is significant.

In reply to Larry Bertollini, Mr. Lambert explained that with accessory dwellings the City would likely need to come up with further setback ordinances for those situations.

Mr. Bertollini said he was not in favor of the concept, but that he would discuss it further at the appropriate Planning Board meeting. He continued that it is indeed difficult to get people involved in neighborhood associations, and that smaller ones comprised of two or three streets seem to have better luck for attendance. He stated it might be unwise to expand and thus disrupt some of the smaller neighborhood associations that are already functioning well. Mr. Bertollini recommended the City treat the proposed neighborhoods more as demographic districts through which the City can monitor whether public and civic resources are distributed fairly. Mr. Bertollini concluded by saying he would like to attention paid to vehicle speeds on Woodward, and that trying to define the character of neighborhoods through architectural styles may prove futile in the long run.

David Bloom agreed with the previous comments that the next draft much be significantly shorter than this one. He commended the master planning team for their integration of residents' feedback into the first draft. Mr. Bloom stated that his recollection of the 1980 Master Plan was that it was much simpler than this first draft. He also shared concern about trying to establish close relationships between the City government and the neighborhood associations. Having City employees at association meetings runs the risk of creating a chilling effect on discussions that will occur in the association meetings, Mr. Bloom suggested, and makes it less likely that the neighborhood associations could effectively organize should they choose to. Mr. Bloom concluded by sharing concern that the neighborhood seams could have the unintended effect of making neighborhoods feel further apart from each other rather than closer together, and that the City should carefully consider that possibility.

V. ADJOURN

Seeing no further comment, Mayor Bordman adjourned the meeting at 8:35 p.m.

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

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

City of Birmingham
Warrant List Dated 10/09/2019

Meeting of 10/28/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
269190		007710	CINTAS CORP	174.82
269191		000605	CINTAS CORPORATION	23.45
269192		008391	XEROX CORPORATION	141.60
269193	*	000855	48TH DISTRICT COURT	100.00
269194	*	000855	48TH DISTRICT COURT	50.00
269195	*	000855	48TH DISTRICT COURT	100.00
269196	*	006965	7UP DETROIT	86.90
269197	*	008226	KATHERINE ABELA	351.00
269198		008106	ACUSHNET COMPANY	117.43
269199		MISC	ADVANCE CARPENTRY INC	100.00
269200	*	007266	AETNA BEHAVIORAL HEALTH LLC	469.43
269201		MISC	ALEX LINKE	637.51
269202		001206	AMERICAN MIDWEST PAINTING INC	5,750.00
269203	*	008977	JOBMATCH LLC DBA APPLICANTPRO	1,042.00
269204		007479	ASB DISTRIBUTORS	42.95
269205	*	006759	AT&T	160.15
269206		MISC	ATEX BUILDERS LLC	2,000.00
269207	*	004027	AUTOMATED BENEFIT SVCS INC	6,696.44
269208		MISC	AVIS MAC	100.00
269212		003012	BATTERIES PLUS	11.90
269214	*	000546	KAREN D. BOTA	1,670.00
269216	*	006953	JACQUELYN BRITO	161.29
269217		003907	CADILLAC ASPHALT, LLC	7,325.04
269218		008385	CALLAWAY GOLF	436.20
269219		MISC	CAREL A DUNSHEE	100.00
269220		005238	CBTS	678.00
269222		MISC	CEDAR WORKS INC	100.00
269223		MISC	CERTIFIED FLOORING INSTALLATION INC	138.75
269224		008306	CHARTER TOWNSHIP OF BLOOMFIELD	911.96
269225		MISC	CHICAGOLANDS GOOSE BUSTERS, INC.	589.84
269226		000605	CINTAS CORPORATION	261.05
269227		004188	COFFEE BREAK SERVICE, INC.	206.25
269228	*	004026	COFINITY	1,476.00
269229	*	008955	COMCAST	331.63
269230		000621	COMSOURCE INC	1,804.08
269231		002668	CONTRACTORS CLOTHING CO	1,629.53
269232		001367	CONTRACTORS CONNECTION INC	145.00
269233		008582	CORE & MAIN LP	421.94
269235		MISC	CRAFTSMAN	200.00
269236		MISC	CREATIVE PROFESSIONAL REMODELING	300.00
269237		MISC	CYCLONE PLUMBING	403.46
269238	*	001995	JENNIFER DAVIS	102.21

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Check Number	Early Release	Vendor #	Vendor	Amount
269239		MISC	DCAM INC	800.00
269240		000177	DELWOOD SUPPLY	41.53
269241	*	006907	DENTEMAX, LLC	147.60
269243		008641	DINGES FIRE COMPANY	7,506.00
269245	*	000180	DTE ENERGY	42,757.93
269246	*	000179	DTE ENERGY	38.58
269247	*	000179	DTE ENERGY	201.54
269248	*	000179	DTE ENERGY	1,023.35
269249	*	000179	DTE ENERGY	59.33
269250	*	000179	DTE ENERGY	704.81
269251	*	000179	DTE ENERGY	71.96
269252	*	000179	DTE ENERGY	108.02
269253	*	000179	DTE ENERGY	1,504.15
269254	*	000179	DTE ENERGY	159.12
269255	*	000179	DTE ENERGY	1,425.08
269256		002375	DUANY PLATER-ZYBERK & CO.	48,000.00
269257		007505	EAGLE LANDSCAPING & SUPPLY	376.36
269258		000196	EJ USA, INC.	3,901.50
269259	*	007399	EL CENTRAL HISPANIC NEWS	40.00
269260		008970	ENCODEPLUS, LLC	736.00
269261		009100	ENZO WATER SERVICE	210.00
269262		MISC	ERIN REA	139.50
269263		005446	ETHNIC ARTWORK	350.00
269264		001495	ETNA SUPPLY	3,980.00
269265		007055	FARMTEK	163.55
269266		MISC	FOREMAN CONSTRUCTION INC	200.00
269267		MISC	GENUINE CONTRACTING COMPANY LLC	200.00
269268		006384	GEOGRAPHIC INFORMATION SERVICES, IN	1,985.83
269269	*	004604	GORDON FOOD	720.71
269271		001531	GUNNERS METER & PARTS INC	2,230.00
269272		MISC	HEALY, MICHAEL	100.00
269274		000948	HYDROCORP	1,315.00
269275		000342	IBS OF SE MICHIGAN	127.95
269276		000980	ICE SPORTS INDUSTRY	395.00
269278		003823	JAY'S SEPTIC TANK SERVICE	909.50
269279		008564	JERRY'S TIRE	531.08
269280		001798	BRUCE JOHNSON	164.42
269281	*	006283	K & J VENTILATION	268.00
269282	*	000362	KROGER COMPANY	78.62
269283		MISC	LANDMARK ASSOCIATES LLC	100.00
269286		MISC	LIVE WELL CUSTOM HOMES LLC	900.00
269287	*	009121	ALEXANDRA LUDEMAN	175.50
269288		007797	MAILFINANCE INC.	422.64

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Check Number	Early Release	Vendor #	Vendor	Amount
269289		003264	MAIN FLOOR COVERING OF ROYAL OAK	5,380.72
269290		MISC	MAINSTREET DESIGN BUILD	200.00
269291		008248	MALWAREBYTES	2,744.00
269292		008611	MCCI	12,775.00
269293		008793	MERGE MOBILE, INC.	73.00
269294		MISC	MERRILLWOOD COLLECTION	400.00
269295		MISC	METROPOLITAN CONCRETE CORP	300.00
269296		MISC	MHB CUSTOM CONSTRUCTION	1,300.00
269297		MISC	MICHEL, THERESA C	25.00
269298		007394	MICHIGAN URBAN SEARCH & RESCUE	580.00
269303		007755	NETWORK SERVICES COMPANY	768.26
269304		006723	NEWMIND GROUP, INC	18,300.80
269305	*	009129	NICHOLAS DUPUIS	328.23
269306		000477	OAKLAND COUNTY	65,069.22
269306	*	000477	OAKLAND COUNTY	258,099.45
269307		008214	OAKLAND COUNTY WATER DEPARTMENT	5,309.98
269308	*	004370	OCCUPATIONAL HEALTH CENTERS	194.00
269309		007718	OFF COURSE PRODUCTIONS INC.	155.95
269310	*	000481	OFFICE DEPOT INC	861.85
269311		007644	OVERHEAD DOOR WEST COMMERCIAL INC.	602.30
269312		001263	POSITIVE PROMOTIONS INC	629.85
269313		008852	REDGUARD FIRE & SECURITY	300.00
269315		MISC	RENAISSANCE ROOFING INC	100.00
269316		000286	RESIDEX LLC	2,936.19
269316	*	000286	RESIDEX LLC	2,506.96
269317		002566	REYNOLDS WATER	414.15
269318		MISC	ROBERT ROY SENN	500.00
269319		MISC	RONNISCH CONSTRUCTION GROUP	300.00
269321		MISC	ROTHERT & SON HOME IMPROV.INC.	100.00
269322		MISC	SAFIR, VLADISLAV	250.00
269323	*	002806	SAM'S CLUB/SYNCHRONY BANK	1,728.13
269324	*	008983	BRENNA SANDLES	189.00
269325	*	009033	SITework SERVICES LLC	4,111.25
269326		MISC	SMOLYANOV HOME IMPROVMENT	200.00
269328		000260	SPARTAN DISTRIBUTORS INC	559.57
269329	*	MISC	STERLING DEVELOPMENT CORP	5,733.88
269330		004544	STRYKER SALES CORPORATION	822.79
269332		007586	TELEFLEX LLC	967.00
269335		008694	TIGERPRESS ADMINISTRATION	163.00
269336		MISC	TRADEMARK CONSTRUCTION SERVICES	500.00
269337		004379	TURNER SANITATION, INC	140.00
269338		005806	ULINE	397.03
269339		007226	VALLEY CITY LINEN	195.15

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Check Number	Early Release	Vendor #	Vendor	Amount
269340	*	000293	VAN DYKE GAS CO.	95.00
269341	*	008411	VARIPRO	813.00
269343	*	000158	VERIZON WIRELESS	757.35
269344	*	000158	VERIZON WIRELESS	76.02
269345	*	000158	VERIZON WIRELESS	155.54
269346	*	000158	VERIZON WIRELESS	2,068.06
269347	*	000158	VERIZON WIRELESS	153.69
269349		MISC	WALLSIDE INC	500.00
269351		008391	XEROX CORPORATION	165.88
269352		000309	ZEP SALES AND SERVICE	137.44
269353	*	008008	JEFF ZIELKE	323.38
SUBTOTAL PAPER CHECK				\$565,275.04

ACH TRANSACTION

1543	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	19,029.43
1544	*	002284	ABEL ELECTRONICS INC	772.98
1545		002909	ACOM SOLUTIONS, INC.	364.07
1547	*	000517	BEIER HOWLETT P.C.	35,271.25
1548	*	007345	BEVERLY HILLS ACE	27.41
1549	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	31.97
1550		007875	CANFIELD EQUIPMENT SERVICE INC.	5,380.14
1551	*	000603	CHEMCO PRODUCTS INC	232.00
1552	*	008044	CLUB PROPHET	540.00
1553		004232	DEARBORN LITHOGRAPH INC	2,971.00
1554	*	000956	DELTA TEMP INC	8,961.00
1555		006077	DI PONIO CONTRACTING INC	48,099.10
1556	*	000565	DORNBOS SIGN & SAFETY INC	89.70
1558	*	001077	DUNCAN PARKING TECH INC	1,966.35
1559		006181	FIRST CHOICE COFFEE SERV	99.95
1560	*	007807	G2 CONSULTING GROUP LLC	2,600.00
1561		001023	GABRIEL, ROEDER, SMITH & CO.	3,100.00
1562	*	000243	GRAINGER	96.25
1563		003938	HART PAVEMENT STRIPING CORP	43,200.00
1564		001672	HAYES PRECISION INC	262.50
1565	*	007465	IN-HOUSE VALET INC	3,000.00
1566	*	002407	J & B MEDICAL SUPPLY	149.31
1567	*	007870	J.C. EHRLICH CO. INC.	118.00
1568		000261	J.H. HART URBAN FORESTRY	39,132.69
1569	*	002576	JAX KAR WASH	254.00
1570	*	003458	JOE'S AUTO PARTS, INC.	584.98
1571	*	005550	LEE & ASSOCIATES CO., INC.	130.00
1574	*	007856	NEXT	27,486.00
1575		001864	NOWAK & FRAUS ENGINEERS	53,593.75
1576	*	006359	NYE UNIFORM COMPANY	211.50

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Check Number	Early Release	Vendor #	Vendor	Amount
1577	*	006853	PAUL C SCOTT PLUMBING INC	1,860.57
1578	*	003352	JAMIE CATHERINE PILLOW	1,323.50
1579		000897	PRINTING SYSTEMS INC	397.76
1579	*	000897	PRINTING SYSTEMS INC	4,222.44
1580	*	003554	RKA PETROLEUM	11,042.77
1581	*	000478	ROAD COMM FOR OAKLAND CO	1,543.54
1582	*	001097	SOCWA	196,661.43
1583		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,775.79
1584	*	002037	TOTAL ARMORED CAR SERVICE, INC.	736.27
1585		004692	TRANSPARENT WINDOW CLEANING	5,720.00
1586	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,722.13
SUBTOTAL ACH TRANSACTION				\$524,761.53
GRAND TOTAL				\$1,090,036.57

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.

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
269355	*	000855	48TH DISTRICT COURT	100.00
269356	*	000855	48TH DISTRICT COURT	500.00
269357		003708	AIRGAS USA, LLC	219.57
269358		001206	AMERICAN MIDWEST PAINTING INC	1,950.00
269359		007033	APPLIED IMAGING	610.23
269359	*	007033	APPLIED IMAGING	6,798.70
269360		000500	ARTECH PRINTING INC	285.00
269361	*	006759	AT&T	270.77
269362	*	006759	AT&T	268.33
269363		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
269364	*	003839	MATTHEW J. BARTALINO	73.00
269365		MISC	BCM HOME IMPROVEMENT	100.00
269366		MISC	BEST BARRICADING, INC.	500.00
269367	*	001086	CITY OF BIRMINGHAM	244.48
269368	*	001086	CITY OF BIRMINGHAM	471.40
269369		002982	BLOOMFIELD TWP FIRE DEPT	286.20
269370		MISC	BLUMKE INSTALLATIONS	200.00
269371	*	007716	PATRICIA BORDMAN	60.00
269372	*	MISC	BRENDAN MCGAUGHEY	25.00
269373	*	009127	THERESA BRIDGES	80.00
269374	*	006953	JACQUELYN BRITO	149.43
269375		006257	C.S. MCKEE LP	1,267.88
269376		003907	CADILLAC ASPHALT, LLC	438.15
269377		000571	CAR TRUCKING INC	1,275.00
269378		009083	CARTEGRAPH	10,400.00
269379	*	007744	MOHAMED F. CHAMMAA	142.10
269380		000605	CINTAS CORPORATION	142.25
269381		001318	CLOVERDALE EQUIPMENT CO	2,905.00
269382	*	008955	COMCAST	128.60
269383		000621	COMSOURCE INC	256.00
269384	*	000627	CONSUMERS ENERGY	256.07
269385		002668	CONTRACTORS CLOTHING CO	444.79
269386		MISC	CREATIVE BRICK PAVING & LANDSCAPING	200.00
269387	*	009061	MICHAEL A. CRUCIANO	66.12
269388	*	001995	JENNIFER DAVIS	102.21
269389		MISC	DCAM INC	200.00
269390	*	009130	DOG WASTE DEPOT	184.77
269391	*	006700	DRV CONTRACTORS, LLC	18,000.00
269392	*	000180	DTE ENERGY	10,963.49
269393	*	000179	DTE ENERGY	39.33
269394		007505	EAGLE LANDSCAPING & SUPPLY	290.00
269395	*	007538	EGANIX, INC.	720.00

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Check Number	Early Release	Vendor #	Vendor	Amount
269396		MISC	EJH CONSTRUCTION	100.00
269397		004671	ELDER FORD	656.77
269398		003422	EMERGENCY MEDICAL PRODUCTS INC	184.65
269399		008581	ENGLISH GARDENS	599.77
269404		001495	ETNA SUPPLY	2,310.00
269406		008666	F J LAFONTAINE & SONS	51,303.00
269407		009131	FAITHFUL COMPANION	200.00
269408		000936	FEDEX	130.52
269409	*	004514	FEDEX OFFICE	15.69
269410		MISC	FIENE, JAMES	100.00
269411		MISC	FINSILVER CONSTRUCTION	500.00
269412	*	008154	GREGORY FOLEY	75.00
269413		008721	FORTIS GROUP LLC	650.00
269414		MISC	GALLAGHER, SUSAN L	100.00
269415		001056	GALLS, LLC	211.92
269416		000223	GASOW VETERINARY	683.80
269417	*	004604	GORDON FOOD	309.77
269418		000249	GUARDIAN ALARM	235.14
269419		MISC	GUTTER SYSTEMS OF MICHIGAN	100.00
269420		MISC	HABITAT ENHANCERS LLC	100.00
269421		001377	HAGOPIAN CLEANING SERVICES	442.00
269422		001447	HALT FIRE INC	55.23
269423		006346	HARRELL'S LLC	8,875.40
269424		001846	HIGHWAY MAINTENANCE AND	124,283.55
269425		MISC	HLM DEVELOPMENT LLC	2,000.00
269426	*	003436	RACKELINE J. HOFF	65.24
269427		008608	THE HUNTINGTON NATIONAL BANK	500.00
269428		006416	HUNTINGTON WOODS POOLS & SPAS, INC	130.95
269429	*	001307	JOSHUA HUSTED	1,576.49
269430		000342	IBS OF SE MICHIGAN	487.80
269431		000344	J.T. EXPRESS, LTD.	4,378.31
269432		MISC	KASMO CONSTRUCTION COMPANY INC	500.00
269433		007643	KCS SUPPLY	514.00
269434	*	MISC	KENNETH R TYRER	250.88
269435		008740	KENTWOOD OFFICE FURNITURE	718.00
269436		000353	KNAPHEIDE TRUCK EQUIPMENT	124.00
269437		005452	KNOX COMPANY	77.38
269438		004085	KONE INC	1,953.95
269439	*	000362	KROGER COMPANY	422.88
269440		MISC	LEONARD DOSKI	100.00
269441		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
269442		MISC	LITTLE PRINCE PROPERTIES INC	2,500.00
269443		MISC	LIVING SPACE DETROIT	200.00

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Check Number	Early Release	Vendor #	Vendor	Amount
269444		MISC	MAIER, KEVIN R	100.00
269445		MISC	MAJIC WINDOW CO.	300.00
269446		MISC	MAJIC WINDOW COMPANY	200.00
269447		001417	MAJIK GRAPHICS INC	185.00
269448		MISC	MALLON, ROBERT F	100.00
269449	*	007354	ALIS MANOOGIAN	240.00
269450		008817	MARCO TECHNOLOGIES, LLC.	92.00
269451		MISC	MASTERWORKS CONTRACTING LLC	200.00
269452		000888	MCKENNA ASSOCIATES INC	62,967.50
269453		009085	MGSE SECURITY LLC	1,170.00
269454		MISC	MICHIGAN BASEMENTS	100.00
269455		001660	MICHIGAN CAT	877.78
269456		008392	MICHIGAN FIRE TRAINING CONSULTANTS	800.00
269457		MISC	MICHIGAN STATE POLICE	350.00
269458		MISC	MILLS SIDING & ROOFING	200.00
269459		008319	MKSK INC	3,935.00
269460		MISC	MOSHER DOLAN	200.00
269461		007469	NIGHT FLYER GOLF	114.85
269462		MISC	O'DWYER BUILDING COMPANY	200.00
269463		000477	OAKLAND COUNTY	390.18
269463	*	000477	OAKLAND COUNTY	439,671.73
269464	*	003461	OBSERVER & ECCENTRIC	814.50
269465	*	000481	OFFICE DEPOT INC	549.66
269467	*	006625	PACIFIC TELEMAGEMENT SERVICES	78.00
269469		MISC	PECK CONTRACTING LLC	200.00
269470		MISC	PELLA WINDOWS & DOORS, INC.	500.00
269471	*	001753	PEPSI COLA	222.24
269472		000486	PLANTE & MORAN PLLC	23,115.50
269473		MISC	PRM CUSTOM BUILDERS LLC	2,500.00
269474		004137	R & R FIRE TRUCK REPAIR INC	210.80
269475		000286	RESIDEX LLC	315.42
269476	*	MISC	ROBERT BRYANT	1,347.68
269477		000218	ROYAL OAK P.D.Q. LLC	281.00
269478		007817	SAND SALES COMPANY LLC	2,037.34
269479		MISC	SAS SERVICES INC	100.00
269480		008602	SEIZERT CAPITAL PARTNERS	10,791.00
269481	*	MISC	SHARON F KELLN	205.88
269482		MISC	SHELBY JARJOSA	125.00
269483		007114	SHERWIN WILLIAMS COMPANY	7.64
269484	*	004202	SHRED-IT USA	146.13
269485		MISC	SMOLYANOV HOME IMPROVMENT	100.00
269486		000260	SPARTAN DISTRIBUTORS INC	101.44
269487	*	MISC	STEVEN D BUCHAN	1,918.50

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Check Number	Early Release	Vendor #	Vendor	Amount
269488		MISC	STEVENSON TRUSTEE, KATHLEEN C	100.00
269489		001076	TAYLOR FREEZER OF MICH INC	325.00
269490		008748	TECHSEVEN COMPANY	4,370.00
269491		MISC	THREE C'S LANDSCAPING	500.00
269492		005481	TRI-COUNTY INTL TRUCKS, INC.	189.55
269493		005806	ULINE	407.45
269494	*	MISC	UNITED HEALTHCARE	78.99
269495		008941	UPTOWN MARKET	321.46
269496	*	000293	VAN DYKE GAS CO.	138.95
269497	*	000158	VERIZON WIRELESS	135.12
269498	*	000158	VERIZON WIRELESS	331.27
269499		MISC	VERSATILE CONTRACTORS	100.00
269500		006491	VILLAGE AUTOMOTIVE	144.21
269501		000299	WEINGARTZ SUPPLY	34.39
269502	*	000301	PAUL WELLS	235.43
269503		008391	XEROX CORPORATION	715.82
269504		MISC	YALDO, SCOTT	100.00
269505		MISC	ZAIDAN, JONATHAN T	500.00
269506	*	006318	FRANK J ZAMBONI CO. INC	41.91
269507		MISC	ZIMMER ROOFING & CONSTRUCTION	300.00
SUBTOTAL PAPER CHECK				\$837,667.28
<u>EFT TRANSFER</u>				
" "		008732	AMAZON.COM, INC	268.95
" "		MISC	BRYCER LLC	15.00
" "		005074	COMFORT INN & SUITES	89.25
" "		MISC	GARAGE PARKING DETROIT	25.00
" "		006389	GREAT WOLF LODGE	127.70
" "		MISC	ICMA JOB CENTER	225.00
" "		MISC	IIMC CAREER CTR	200.00
" "		007662	MIFMA	250.00
" "		MISC	NDG (FS NETDEV GROUP)	95.00
" "		002997	RADISSON PLAZA HOTEL	449.55
" "		002589	SHANTY CREEK RESORTS	20.44
SUBTOTAL EFT TRANSFER				\$1,765.89
<u>ACH TRANSACTION</u>				
1588		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	294,237.91
1589		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	485,063.27
1590	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	39,537.17
1591	*	002284	ABEL ELECTRONICS INC	1,121.34
1592	*	000282	APOLLO FIRE EQUIPMENT	1,200.00
1593	*	007345	BEVERLY HILLS ACE	167.68
1594		006683	BIRMINGHAM LAWN MAINTENANCE	22,815.00

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1595	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	78.75
1596	*	000157	BOB ADAMS TOWING INC	55.00
1597	*	000956	DELTA TEMP INC	5,912.00
1598	*	000565	DORNBOS SIGN & SAFETY INC	85.90
1599	*	001035	DOUGLASS SAFETY SYSTEMS LLC	723.81
1600	*	001077	DUNCAN PARKING TECH INC	17,337.60
1601		001023	GABRIEL, ROEDER, SMITH & CO.	14,000.00
1602	*	003938	HART PAVEMENT STRIPING CORP	1,000.00
1603	*	002407	J & B MEDICAL SUPPLY	838.15
1604		000261	J.H. HART URBAN FORESTRY	12,155.63
1605	*	003458	JOE'S AUTO PARTS, INC.	936.36
1606	*	006359	NYE UNIFORM COMPANY	2,153.00
1607		008269	PREMIER SAFETY	1,485.00
1608		000897	PRINTING SYSTEMS INC	334.51
1609	*	001181	ROSE PEST SOLUTIONS	255.00
1610		000254	SOCRRA	75,379.00
1611		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,172.50
SUBTOTAL ACH TRANSACTION				\$978,044.58
GRAND TOTAL				\$1,817,477.75

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 10/23/2019

Meeting of 10/28/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
269508	*	000855	48TH DISTRICT COURT	100.00
269509	*	000855	48TH DISTRICT COURT	100.00
269510		005251	A & F WATER HEATER & SPA SERVICE, IN	5,825.00
269512		007071	AIRE SERV	597.97
269514	*	006759	AT&T	311.06
269515	*	006759	AT&T	160.33
269516	*	006759	AT&T	109.14
269517	*	006759	AT&T	79.15
269518		006316	BAHL & GAYNOR, INC	5,504.92
269522	*	003839	MATTHEW J. BARTALINO	186.12
269523		007540	BIO SYSTEMS, INC.	817.25
269524		MISC	BIRMINGHAM COMMUNITY EDUCATION	150.00
269527	*	007716	PATRICIA BORDMAN	55.00
269528		003526	BOUND TREE MEDICAL, LLC	84.99
269530	*	006953	JACQUELYN BRITO	171.80
269531	*	006177	BULLSEYE TELECOM INC	119.51
269532		003907	CADILLAC ASPHALT, LLC	1,030.80
269533		009078	CANON SOLUTIONS AMERICA INC	169.00
269536		000444	CDW GOVERNMENT INC	56.52
269536	*	000444	CDW GOVERNMENT INC	379.05
269537		MISC	CEDAR PRESERVATION SYSTEMS LLC	100.00
269539	*	009122	CLAIRE CHUNG	307.50
269540		000605	CINTAS CORPORATION	200.70
269540	*	000605	CINTAS CORPORATION	72.43
269541	*	004188	COFFEE BREAK SERVICE, INC.	127.75
269542	*	008955	COMCAST	256.85
269543		MISC	CONCRETE SERVICES INC	100.00
269544	*	000627	CONSUMERS ENERGY	3,073.11
269545		002668	CONTRACTORS CLOTHING CO	911.21
269546		004830	CUMMINS-ALLISON CORP.	383.27
269547		MISC	CURB APPEAL CONCEPTS INC,	200.00
269549		MISC	DCAM INC	300.00
269550		008005	DE LAGE LANDEN FINANCIAL SVCS INC	182.44
269552	*	007980	CURTIS DAVID DICHO	480.00
269553	*	MISC	DONOVAN S ASMAR	693.20
269555		MISC	ELEGANT STAMPED CONCRETE INC	200.00
269557		003422	EMERGENCY MEDICAL PRODUCTS INC	25.38
269558		MISC	ENERGY SAVING EXTERIORS	100.00
269559		008666	F J LAFONTAINE & SONS	3,380.00
269560		008161	FIERA CAPITAL INC	15,131.53
269561		000213	FIRE DEFENSE EQUIP CO INC	254.79
269562		005964	FIRE SUPPRESSION PRODUCTS, INC	1,320.00

City of Birmingham

Warrant List Dated 10/23/2019

Meeting of 10/28/2019

Check Number	Early Release	Vendor #	Vendor	Amount
269563	*	MISC	FOREST ELM INVESTMENTS LLC C/O	100.00
269564		006384	GEOGRAPHIC INFORMATION SERVICES, IN	993.41
269565		MISC	GILLETTE BROTHERS POOL & SPA	300.00
269566		MISC	GLOSSMANN, TOBIAS	500.00
269567	*	004604	GORDON FOOD	370.25
269568		007099	GRANICUS, INC.	1,951.52
269571		MISC	GUNTERMAN SERVICES	100.00
269572		008481	HART INTERCIVIC, INC	212.40
269573	*	009014	HAZEL, RAVINES & DOWNTOWN	1,998.00
269574		MISC	HORMEL, RONALD F	5,000.00
269575		000340	INDUSTRIAL BROOM SERVICE, LLC	625.70
269576		MISC	INTERIOR SPACE MANAGEMENT OF MICHIG	500.00
269577		000347	JOHN R. SPRING & TIRE CENTER INC.	337.50
269578	*	MISC	JOSHUA GREER	140.00
269579	*	MISC	JUDY EPSTEIN	4,385.17
269580	*	000352	JILL KOLAITIS	1,247.00
269581	*	000362	KROGER COMPANY	520.93
269582		MISC	KROLL CONSTRUCTION CO	200.00
269583	*	MISC	KROPF CONSTRUCTION LLC	200.00
269585		002635	LAZARD ASSET MANAGEMENT LLC	18,739.20
269587		008551	M & K TRUCK CENTERS	180.14
269588		MISC	MARIANNE JONES	100.00
269589	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
269590		MISC	MASSIMO D AGOSTINO	100.00
269591		000972	MCKESSON MEDICAL-SURGICAL GOV'T	476.77
269592		MISC	MERRELL CONSTRUCTION INC	200.00
269593	*	009085	MGSE SECURITY LLC	195.00
269594		MISC	MIARKA, DANIEL L	100.00
269595		MISC	MICHIGAN BEST DECK BUILDERS	200.00
269596		001677	STATE OF MICHIGAN-ELEVATOR	195.00
269597		007378	MIDAS AUTO SERVICE CENTER	220.48
269601		008319	MKSK INC	351.06
269602		007163	MOBILE HEALTH RESOURCES	1,882.02
269603		007755	NETWORK SERVICES COMPANY	24.41
269604	*	000477	OAKLAND COUNTY	2,296.71
269605		006602	OAKLAND COUNTY TREASURER'S ASSN.	40.00
269607	*	000481	OFFICE DEPOT INC	881.43
269610		MISC	PELLA WINDOWS & DOORS, INC.	586.25
269612	*	001753	PEPSI COLA	366.67
269613		008028	PK SAFETY SUPPLY	479.00
269614		005501	POISON IVY CONTROL OF MI	5,900.00
269615		MISC	POWER HOME SOLAR	200.00
269616		008974	PREMIER PET SUPPLY	105.98

City of Birmingham

Warrant List Dated 10/23/2019

Meeting of 10/28/2019

Check Number	Early Release	Vendor #	Vendor	Amount
269617		MISC	R GRAHAM CONSTUCTION LLC	100.00
269619		MISC	ROBERT BROOKE AND ASSOCIATES	131.80
269620		008991	SANI-VAC SERVICE INC	5,595.00
269621	*	MISC	SCOTT WIEGAND	52.11
269622		007142	SHERWIN-WILLIAMS COMPANY	50.26
269623		MISC	SMOLYANOV HOME IMPROVMENT	400.00
269625		008796	SOULLIERE COMPANIES	7,900.00
269627		001005	STATE OF MICHIGAN	75.00
269628		008748	TECHSEVEN COMPANY	598.75
269629		MISC	THOMAS SEBOLD & ASSOCIATES, IN	1,000.00
269630		000275	TIRE WHOLESALERS CO INC	796.80
269631		MISC	Tobias Glossman	500.00
269632		008159	TORTOISE CREDIT STRATEGIES, LLC	7,341.43
269633		MISC	TRADEMARK BUILDING COMPANY INC	500.00
269634		001696	TRANSACT TECHNOLOGIES INC	23.93
269635		MISC	TWII LTD	200.00
269636	*	000293	VAN DYKE GAS CO.	119.10
269637	*	000158	VERIZON WIRELESS	51.30
269638		MISC	WALLSIDE INC	700.00
269639		MISC	WALTER, ZARB, JR	50.00
269640	*	009010	WCI CONTRACTORS INC	152,991.64
269641		MISC	WEGENER, JOSHA	100.00
269643	*	005794	WINDSTREAM	791.85
269644	*	MISC	WOLCOX-MICHIGAN LLC	200.00
269645	*	003890	LAUREN WOOD	525.00
269646		008391	XEROX CORPORATION	262.36
SUBTOTAL PAPER CHECK				\$285,866.10

ACH TRANSACTION

1613	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	17,962.25
1614	*	002284	ABEL ELECTRONICS INC	409.99
1616	*	007345	BEVERLY HILLS ACE	4.25
1617	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	60.71
1618	*	003282	LISA MARIE BRADLEY	182.00
1619		007875	CANFIELD EQUIPMENT SERVICE INC.	4,982.50
1620		009106	CITY OF BIRMINGHAM #240	8,379.36
1621	*	008044	CLUB PROPHET	540.00
1623	*	000956	DELTA TEMP INC	5,975.00
1624		001077	DUNCAN PARKING TECH INC	333,810.45
1624	*	001077	DUNCAN PARKING TECH INC	645.00
1625	*	000207	EZELL SUPPLY CORPORATION	580.41
1626	*	001672	HAYES PRECISION INC	61.00
1628	*	007465	IN-HOUSE VALET INC	6,000.00
1629	*	002407	J & B MEDICAL SUPPLY	64.05

City of Birmingham
Warrant List Dated 10/23/2019

Meeting of 10/28/2019

Check Number	Early Release	Vendor #	Vendor	Amount
1630		000261	J.H. HART URBAN FORESTRY	16,961.00
1631	*	003458	JOE'S AUTO PARTS, INC.	444.53
1634	*	006359	NYE UNIFORM COMPANY	367.00
1635	*	001181	ROSE PEST SOLUTIONS	184.00
1636		005787	SOUTHEASTERN EQUIPMENT CO. INC	13,281.40
1637		000278	TROY AUTO GLASS CO INC	262.80
1639		000298	VESCO OIL CORPORATION	83.25
SUBTOTAL ACH TRANSACTION				\$411,240.95
GRAND TOTAL				\$697,107.05

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.

DATE: October 21, 2019

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk

SUBJECT: 2019 Menorah Display in Shain Park – December 19 – 31, 2019

INTRODUCTION:

The Chabad of Bloomfield Hills submitted a Special Event application to display the Shain Park Menorah from December 19 – 31, 2019, with a special gathering from 5 -7 pm on Monday, December 23, 2019. Set-up for the display is scheduled for mid-morning on December 19th, with tear-down scheduled for early afternoon on December 31st.

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, and Engineering have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

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

Winter Markt/Carriage Rides	12/6 – 12/8	Shain Park
Santa House/Carriage Rides	11/30 – 12/24	Shain Park
Nativity Display	11/27 – 12/30	Shain Park

LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the 2019 Shain Park Menorah special event to be displayed 12/19 – 12/31/19, with a special gathering from 5 - 7 pm on 12/23/19. Set-up is scheduled to begin mid-morning on 12/19. Tear-down will begin early afternoon on 12/31.

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 October 3, 2019. Notification addresses are on file in the Clerk's Office.
3. Hold Harmless Agreement and the Certificate of Insurance due to the Clerk's Office on or before 12/519.
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Chabad of Bloomfield Hills to display the Shain Park Menorah on December 19-31, 2019, with a special gathering to be held on December 23, 2019 from 5-7 pm in Shain Park, 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.

RECEIVED BY

SEP 16 2019

CITY CLERK
CITY OF BIRMINGHAM

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: *M. H. [Signature]*

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 9/17/2019

Name of Event Shain Park Menorah

Detailed Description of Event (attach additional sheet if necessary) Annual Menorah display, with one night designated for special gathering

Location Shain Park

Date(s) of Event Dec 19-31

Hours of Event Spec event: Dec 23 5:00 - 7:00 pm

Date(s) of Set-up Dec 19

Hours of Set-up Mid-morning approx.

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

Date(s) of Tear-down Dec 31

Hours of Tear-down Early afternoon

Organization Sponsoring Event Chabad of Bloomfield Hills

Organization Address 3805 Guardian Rd, Bloomfield Hills

Organization Phone 248-449-6210

Contact

Person Rabbi Dubu

Contact

Phone 248-449-6210

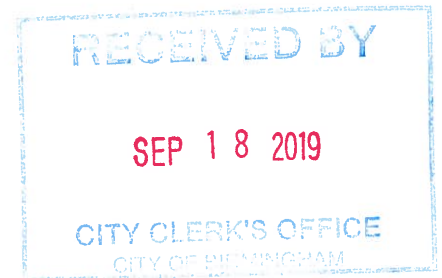
Contact Email Rabbi@bloomfieldhillschabad.org



151 Martin Street, P.O. Box 3001
Birmingham, MI 48012
248/530-1880 PHONE
248/530-1080 FAX

APPLICATION FOR SPECIAL EVENT PERMIT PARKS AND PUBLIC SPACES

- I. EVENT DETAILS
- II. EVENT INFORMATION
- III. EVENT LAYOUT
- IV. SAMPLE LETTER TO NOTIFY AFFECTED PROPERTY OWNERS/BUSINESSES WITHIN 300 FEET OF EVENT LOCATION
- V. INSURANCE INFORMATION
 - INSURANCE REQUIREMENTS
 - HOLD HARMLESS AGREEMENT
- VI. POLICIES AND PROCEDURES
- VII. CHECKLIST
- VIII. SAMPLE MAPS
- IX. DEPARTMENTAL APPROVAL PAGE



TIME LINE AS REQUIRED BY COMMISSION ADOPTED POLICY

TIME	REQUIREMENT
At least 90 days prior to event	<ul style="list-style-type: none">• Events utilizing City sidewalks and/or streets must meet with the Police Department Special Events officer prior to submitting this application.• Application and attachments must be submitted
At least two (2) weeks prior to Commission hearing	<ul style="list-style-type: none">• Letters mailed to affected property owners/businesses within 300 feet of event area• Copy of letter and distribution list provided to Clerk
Three (3) weeks prior to the event	<ul style="list-style-type: none">• Final additions/changes must be submitted for approval.
Two (2) weeks prior to event	<ul style="list-style-type: none">• All building, electrical, sign, and hydrant permits must be obtained• All permit fees must be paid and insurance certificates must be submitted and approved• All peddler/vendors applications must be submitted for approval

II. EVENT INFORMATION

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

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

3. Is the event a fundraiser? YES ☐ NO ☒

List

beneficiary ____

List

expected

income ____

Attach information about the beneficiary.

4. First time event in Birmingham? YES ☐ NO ☒

If no, describe Annual Shain Park Menorah, this will be its 20th year, with a special gathering one evening.

5. Total number of people expected to attend per day 60-100 for special gathering

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) m/12

8. What parking arrangements will be necessary to accommodate attendance? N/A

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

Describe Volunteers from group

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

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 5:00

Time music will end 7:00

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

13. Will there be signage in the area of the event? YES ☐ NO ☒
Number of signs/banners _____
Size of signs/banners _____
Submit a photo/drawing of the sign(s). **A sign permit is required.**

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

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)	# 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.
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)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Shain Park Menorah
EVENT DATE Dec 19-31, special gathering Dec. 23

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

9/17/2019
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.



Chabad Jewish Center of Bloomfield Hills

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: 10/3/2019

TO:

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: Shain Park Menorah LOCATION: Shain park

DATE(S) OF EVENT: Dec. 23-30 2019, special community gathering Dec. 23

HOURS OF EVENT: Special gathering, approx. 5-7 pm.

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Annual Menorah display in Shain Park for the Jewish holiday of Chanukah. One evening will be a gathering open to the community to light the Menorah.

DATE(S) OF SET-UP: Dec. 20 2019 HOURS OF SET-UP: Late morning

DATE(S) OF TEAR-DOWN: Dec. 31 2019 HOURS OF TEAR-DOWN: Morning.

DATE OF CITY COMMISSION MEETING: Monday, Oct 28 2019.

The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Chabad Jewish Center of Bloomfield Hills

ADDRESS: 3805 Quarton Road, Bloomfield Hills, MI 48302 PHONE: 248-949-6210

FOR QUESTIONS ON DAY OF EVENT, CONTACT: 248-949-6210

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C

BAND SHELL

BANKING
FOUNTAIN

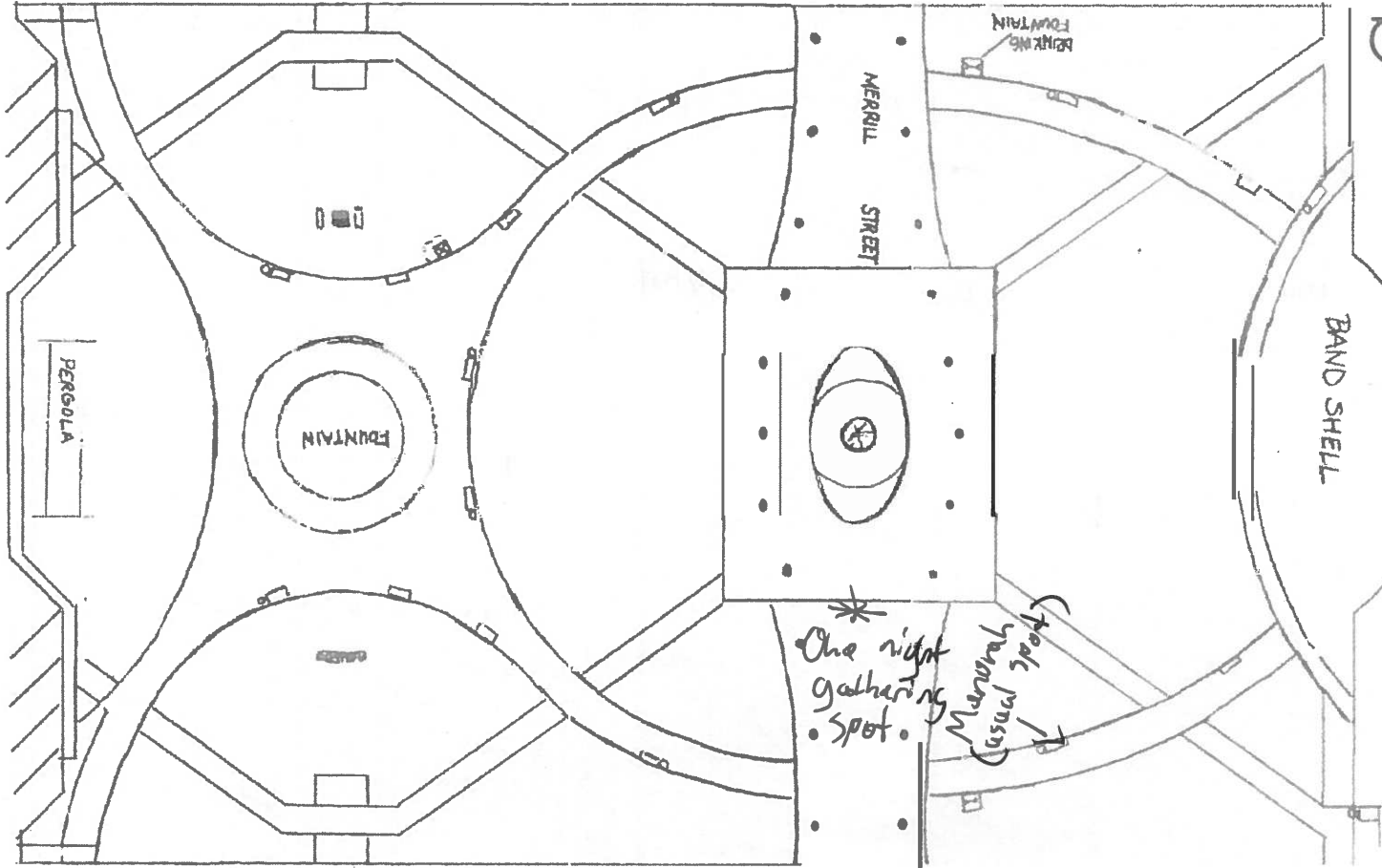
MERRILL
STREET

* One night
gathering
spot.
Merrill
(Spots missed)
Merrill





FOUNTAIN

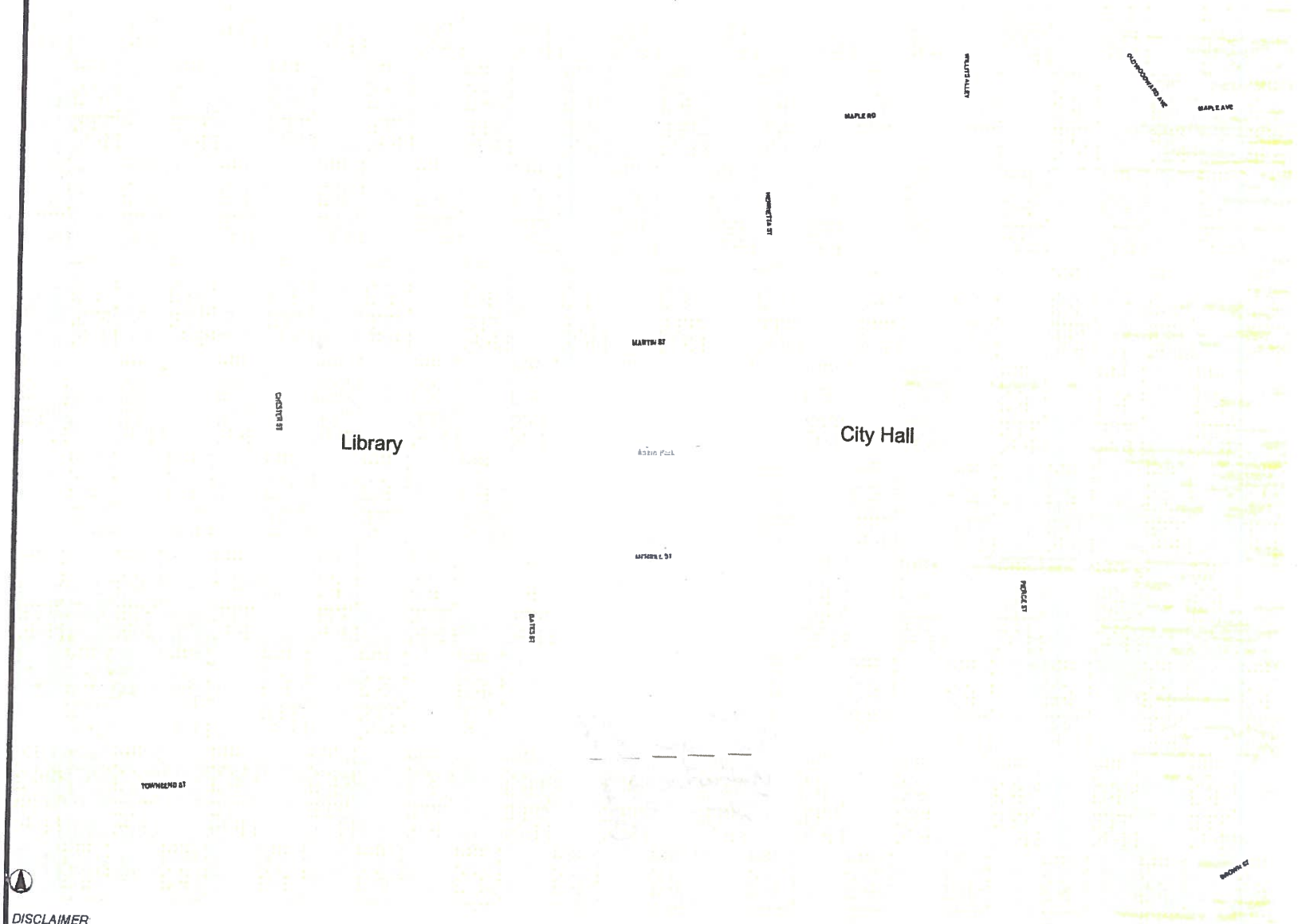
PERGOLA

MARTIN
STREET



Birmingham Map

- Legend**
-  City Boundary
 -  Lakes and Rivers
 -  Streams
 -  Parcels



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.

DEPARTMENT APPROVALS

EVENT NAME **SHAIN PARK MENORAH**

LICENSE NUMBER **#19-00011619**

COMMISSION HEARING DATE:

NOTE TO STAFF: Please submit approval by **SEPTEMBER 30, 2019**

DATE OF EVENT: 12/19 – 31/2019

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment		\$0	
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No Building Department Involvement		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel to provide extra patrol.		\$0	\$0
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	A representative from the DPS department requests to meet with the representative for the proper installation of the Menorah Display.		\$0	\$0
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No Comments	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807	CA	Need to submit Col, Hold Harmless Agreement	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 10/3/19. 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 12/5/19.	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_____

Rev. 10/21/19

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MEMORANDUM

Office of the City Manager

DATE: October 14, 2019

TO: Joseph A. Valentine

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: North Old Woodward – Emergency Expenditure: Repairs to the Exterior Façade Panels

The North Old Woodward Garage undergoes regular visual inspections to evaluate the existing conditions within each garage by the Parking Management team, SP Plus. In July 2019, SP Plus observed the condition of the exterior façade panels that prompted a visual inspection by an outside engineering firm. The inspection and follow-up report indicated that the condition of four panels in the façade were of immediate concern and in need of repair.

Staff contacted DRV, the contractors that regularly furnishes repairs in the parking garages to address the immediate concerns identified in the report and ensure safe operations within the structure. DRV removed the loose concrete, repaired the broken panels, and secured the connection of the panels to the structure. The total cost to complete the repairs was \$18,000.

SUGGESTED RESOLUTION:

To confirm the City Manager's authorization for an emergency expenditure pursuant to Sec. 2-286 of the City Code in the amount of \$18,000 at the North Old Woodward parking garage to repair and secure failing panels on the exterior façade to be paid from account #585-538.005-977.0000

INVOICE

BILL TO:	City of Birmingham 151 Martin Street Birmingham, MI 48012	INVOICE NO:	19-164-1
		INVOICE DATE:	9/24/2019
PROJECT:	North Old Woodward Parking Structure		
CONTRACTOR	DRV Contractors		
ADDRESS:	51667 Oro Drive		
CITY/STATE/ZIP:	Shelby Township, MI 48315		
ATTENTION:	Sarah Burton	CONTRACT FOR:	Stabilization Repairs
PHONE:		JOB NO.	19-164
FAX:			
E-mail:	sburton@spplus.com		

ARCHITECT:

ITEM	DESCRIPTION	AMOUNT
1	Repair Detail 3 and 4 Drawing S1.0 - Panel Strap Connection	\$9,450.00
2	Repair Detail 2 on Drawing S10 - Bearing Repair at Panels	\$3,650.00
3	Knock Down Loose Concrete - Identified in Written Report	\$4,900.00
<p><i>ok to pay. L. Hunter. 10/2/2019</i> <i>emergency expenditure: facade repair</i> <i>@ N. Old Woodward</i> <i>585-538.005-977.0000</i></p>		
TOTAL		\$18,000.00

THE ORIGINAL CONTRACT AMOUNT WAS	\$18,000.00
NET CHANGE BY CHANGE ORDERS	
CONTRACT SUM TO DATE	\$18,000.00
TOTAL COMPLETED AND STORED TO DATE	\$18,000.00
LESS PREVIOUS PAYMENT REQUESTS	
CURRENT PAYMENT DUE	\$18,000.00



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Structural Assessment Program – Engineering Firm Recommendation

INTRODUCTION:

The City, in an on-going effort to ensure, the highest level of safety and integrity of our existing parking structures is planning to conduct structural assessments at each of the five sites over the next year. The Advisory Parking Committee at its' September 4 meeting approved the release of an RFP to solicit for these engineering evaluation services on September 6. On October 2, 2019, the APC made a recommendation to select an engineering firm to conduct the full structural assessments of the five parking garages.

BACKGROUND:

The RFP for services was uploaded to the Michigan Intergovernmental Trade Network on September 6 and there were thirty-three (33) document request from various engineering firms that were primarily Michigan based. However, there was only one bid received by the deadline. The bid received was from WJE Engineers and Architects, PC. The total bid amount was provided with two options based on the time of the day that the City would prefer the work to be performed. The recommendation of the APC was to proceed with a cost not to exceed for the higher of the two options and decide at a later date the most optimal times to perform the work.

Option 1: Monday – Friday 8:00 am to 5:00 pm for a total cost of **\$349,530**

Option 2: Monday – Friday 5:00 pm to 10:00 pm (and weekends) for a total cost of **\$392,480**.

Staff highly recommends taking advantage of the evening and weekend Option to ensure minimal disruption to the downtown during the busy holiday season. Conducting the assessments after regular business hours will ensure sufficient capacity in the garages to handle parking demand.

The 2019-2020 budget was prepared in anticipation of this work at four of the five garages. A portion of the funding that was set-aside in the budget for the proposed parking mitigation plan for the N. Old Woodward project can be allocated to pay for the assessment at N. Old Woodward. The average cost per deck is roughly \$70,000 to complete the full assessment. A preliminary fee breakdown for each garage is included in Appendix D of the proposal received from WJE Engineers and Architects, PC.

The estimated time to complete the evaluation of all five structures is 120 days from the date of the notice to proceed. Staff has confirmed with WJE that they will be ready to mobilize during the month of November. Recognizing that this is the beginning of the holiday season and consistent with the APC's goal to support downtown businesses, staff believes that the proposal to complete the work on the evenings and weekends, while more expensive will be worth the benefit to the merchants during this critical time.

No other proposals were received for this work. Staff has reached out to a few of the (33) vendors on the list obtained from MITN and that have worked with the City in the past and learned that project timing issues, required staffing, and the level of expertise involved with elevated parking structures prevented their firms from bidding on the proposal. Specifically, staff spoke with David Rich of Rich and Associates. He graciously agreed to allow us to share his comments for the record. Mr. Rich shared with us that their firm could not commit the time and staffing necessary to complete the assessment given other current obligations. He indicated that the construction and engineering fields are experiencing issues with labor shortages given so much building activity is happening throughout the nation. Mr. Rich also added that he referred the RFP document over to WJE Engineers and Architects, PC because their firm specializes in structural assessments and he spoke highly of their reputation.

LEGAL REVIEW:

The proposed contract with WJE was reviewed and approved by the City Attorney.

FISCAL IMPACT:

The Automobile Parking System (APS) budget for Fiscal Year 2019-2020 included the costs to complete the assessments, as proposed. The N. Old Woodward Garage was not included in the original budget. However, a portion of the funds that were set-aside for the parking mitigation plan had the garage been demolished can be reallocated to complete the full structural assessment of all five structures.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

The repair and rehabilitation program at each garage has been consistent and routine over the years. However, as the infrastructure ages, it has been observed that a routine repair cycle may not be sufficient to meet our maintenance needs into the future. Therefore, staff is recommending that the City conduct a full structural and safety assessment of the five parking structures with a comprehensive report that outlines a repair and rehabilitation program that is consistent with the existing conditions in the garage. The report will provide cost estimates for each garage and recommended timing for repairs. The Advisory Parking Committee reviewed the proposal that was received to complete the work and has recommended that the Commission approve the proposed contract for a cost not to exceed \$392,480 with WJE Engineers and Architects, PC.

ATTACHMENTS:

Proposed Contract for Professional Engineering Services

Advisory Parking Committee Memo – October 2, 2019
RFP Parking Garage Structural Assessment Program – September 6, 2019
WJE Proposal – September 27, 2019

SUGGESTED RESOLUTION:

To approve the agreement with WJE Engineers and Architects, P.C. (WJE) for professional engineering services to conduct full structural assessments of the five parking garages in downtown Birmingham for an amount not to exceed \$392,480 from account #585-538.001-811.0000 for Fiscal Year 2019-2020. Further, direct the Mayor and City Clerk to sign the agreement on behalf of the City.

ATTACHMENT A - AGREEMENT
For PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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 WJE Engineers and Architects, PC, having its principal office 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025(hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore solicited for quotes for the procurement and performance of services required to perform professional engineering services to conduct a full structural safety assessment of the five parking garages contained within the Parking Assessment District, which includes certain instructions to firms regarding specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and have offered a quote in accordance with such the request to perform the requested parking professional engineering services as described in the scope of work.

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 professional engineering services to conduct a structural assessment of each of the five parking garages in downtown Birmingham 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 RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$392,480, as set forth in the Contractor's _____, 2019 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 Proposal.

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 are 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, to the extent caused by Contractor's negligent or wrongful conduct in performing 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
Ms. Tiffany J. Gunter
Assistant City Manager
151 Martin Street
Birmingham, MI 48009
Phone: 248.530.1827


CONTRACTOR
Matthew E. Lewis, PE
Senior Associate and Project Manager
Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road – Suite 3580
Bingham Farms, MI 48025
Phone: 248.593.0900

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: Matthew E. Lewis, PE

Its: Senior Associate

CITY OF BIRMINGHAM

By: _____

Patricia Bordman

Its: Mayor

By: _____

Cheryl Arft

Its: City Clerk

Approved:

Tiffany J. Gunter, Assistant City Manager
(Approved as to substance)

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

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

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



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Structural Assessment Program – Vendor Recommendation

The City, in an on-going effort to ensure, the highest level of safety and integrity of our existing parking structures is planning to conduct structural assessments at each of the five sites over the next year. The Advisory Parking Committee at its' September 4 meeting approved the release of an RFP to solicit for these engineering evaluation services on September 6.

An additional Task was added to the scope of work in the form of an addendum to add clarity based on the questions received after the initial release of the RFP on September 6. The deadline for proposals was also extended by four days to make sure bidders had time to review and respond to the addendum. The additional task was to make clear that a preliminary condition assessment was required at the other four garages before moving forward with the full structural evaluation.

The bid documents were uploaded to the Michigan Intergovernmental Trade Network on September 6 and there were thirty-three (33) document request from various engineering firms that were Michigan based. However, there was only one bid received by the deadline. The bid received was from WJE Engineers and Architects, PC. The total bid amount was provided with two options based on the time of the day that the City would prefer the work to be performed.

Option 1 : Monday – Friday 8:00 am to 5:00 pm for a total cost of **\$349,530**

Option 2 : Monday – Friday 5:00 pm to 10:00 pm (and Sat or Sun from 8 am – 5 pm) for a total cost of **\$392,480.**

The cost proposal for the work assumes the worst-case scenario being discovered in terms of garage condition at each of the structures. It is anticipated that actual costs will be less to complete the assessment. The 2019-2020 budget assumed that the cost to complete the assessment would be roughly \$350,000 (but did not include the N. Old Woodward structure due to the pending ballot initiative). The cost per deck is roughly \$70,000 for the complete assessment. Additionally, line item estimates over the next three years were also included in the budget to prepare for major capital improvements to be completed based on the outcome of the assessment.

The time to complete the evaluation of all five structures is 120 days from the date of the notice to proceed.

No other proposals were received for this work. Staff has reached out to two of the vendors on the list that have worked with the City in the past and learned that project timing issues, required staffing, and the level of expertise involved with elevated parking structures prevented their firms from bidding on the proposal.

SUGGESTION ACTION:

To recommend that the City Commission accept the proposal submitted by WJE Engineers and Architects, PC for a total cost not to exceed \$392,480 to conduct a full structural assessment of the five parking structures in the Parking Assessment district.

ADDENDUM: PLEASE READ HIGHLIGHTED SECTIONS ON PAGES 1, 3, 9, and 20

Pages 1 and 3: SUBMISSION DATE DEADLINE EXTENDED TO **9/27/2019 at 4 PM**

Page 9: ADDITIONAL **TASK ADDED TO SCOPE OF WORK** FOR PRELIMINARY
CONDITION ASSESSMENT AT N.O.W. PEABODY, PARK ST, AND CHESTER

Page 20: COST PROPOSAL WORKSHEET UPDATED TO MORE CLOSELY REFLECT
SCOPE OF WORK.

This addendum does not contain the original drawings of the garages that were provided previously.



REQUEST FOR PROPOSALS PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

Sealed proposals endorsed **“PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM”**, will be received at Birmingham City Hall, ATTN: Tiffany J. Gunter, 151 Martin Street, Birmingham, Michigan, 48009; until **Friday, September 27, 2019 at 4:00 PM EST** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or contractors for conducting parking garage structural assessments of the five parking garages in Downtown Birmingham ranging in age from 34-53 years of age. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at Birmingham City Hall, 151 Martin Street, Birmingham, Michigan. ATTENTION: City of Birmingham, Assistant City Manager, Tiffany J. Gunter.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City of Birmingham until an agreement has been executed.

Submitted to MITN:	Friday, September 6, 2019
Deadline for Submissions:	Friday, September 27, 2019 at 4:00 PM
Contact Person:	Assistant City Manager, Tiffany J. Gunter 151 Martin Street Birmingham, MI 48009 Phone: 248-530-1827 Email: tgunter@bhamgov.org



REQUEST FOR PROPOSALS PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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INTRODUCTION

For purposes of this request for proposal the City of Birmingham will hereby be referred to as “the City” and the private firm or person will hereby be referred to as “Contractor.”

The City is accepting sealed bid proposals from qualified professional firms and/or contractors for conducting parking garage structural assessments of the five parking garages in Downtown Birmingham ranging in age from 34-53 years of age. This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated that the selection of a Contractor will be completed by Monday, October 28, 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the date specified by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from contractors presenting their qualifications, capabilities and costs to provide professional engineering evaluation services.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Friday, September 27, 2019 at 4:00 PM** to:

City of Birmingham
ATTN: City Clerk's Office
151 Martin Street
Birmingham, Michigan 48009

One (1) original and two (2) copies of the proposal shall be submitted. *Also, include a digital copy of the RFP on a thumb drive in the packet.* The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“PARKING GARAGE – STRUCTURAL ASSESSMENT PROGRAM”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the contractor. Contractor may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made via the Michigan Intergovernmental Trade Network (MITN) no later than Monday, September 16, 2019. Such request for clarification shall be answered via MITN, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated and ranked. The City of Birmingham reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest value to the City, including but not limited to:

1. Responsiveness to Objectives/Methodology – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. Experience and Qualifications – The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City's project.
3. Capacity – Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility.
4. Comparable Projects – Provide a list of five comparable projects/services that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project.
5. Cost – The City will select the proposal that provides the best value for the services being requested .

TERMS AND CONDITIONS:

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

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (– **only if selected by the City**).
2. Provide a description of completed projects (preferably projects working with similar parking infrastructure with respect to size and age) and other businesses

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

3. Provide a written plan detailing the plan for executing the tasks as set forth in the Scope of Work.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY'S RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts.
2. The City will be accessible to the Contractor during regular business hours as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

EXAMINATION OF PROPOSAL MATERIALS

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

SCOPE OF WORK

The City of Birmingham is seeking qualified firm(s) to conduct parking garage structural assessments of the five parking garages in Downtown Birmingham ranging in age from 34-53 years of age. The original floor plans for each garage and more recent visual assessments that have been completed for Pierce Street and N. Old Woodward are included as Attachments E, F, and G. **Preliminary condition assessments are needed for the N. Old Woodward, Park Street, Peabody, and Chester garages. The following scope of work is written to support the most intense structural assessment we believe may be needed at any one of the garages. The preliminary conditions report recommendations and justifications with respect to subsequent tasks outlined in the scope will determine if these line items will be necessary. The City wishes to have these costs determined at the outset to ensure a seamless process moving forward once the assessment process begins.**

Consistent with our on-going effort to ensure the highest level of safety and integrity of our existing parking structures, the City is seeking professional engineering services to conduct structural assessments at each site over the next year and develop a sound capital improvement program that will protect and enhance the longevity of our aging infrastructure. This program is consistent with the recommendations in the Parking Strategies report to assess infrastructure needs both now and in the future. The following table represents the age and capacity of each of the parking decks located in downtown Birmingham.

Garage	Year Built (Age)	Capacity
N. Old Woodward	1966 (53)	589
Pierce Street	1968 (51)	706
Park Street	1974 (45)	811
Peabody	1984 (35)	437
Chester	1988 (31)	880

Task 0: Preliminary Condition Assessment

Conduct preliminary condition assessments at N. Old Woodward, Park Street, Peabody, and Chester garages to develop recommendation and justifications for the subsequent tasks that may or may not be needed.

Task 1: Floor laser survey

Conduct a topographical survey of all elevated floors and ramps using three-dimensional laser scanning to plot contour maps of the top surface, bottom surface and thickness of the elevated floors along the expansion joints.

Task 2: Drainage system clean-out and video inspection

The drainage system under the first floor level will need to be cleaned out (if possible) in order to do a video inspection to observe their condition and make recommendations for improved drainage within each garage.

Task 3: Structural Analyses

- A. Develop a three-dimensional finite element model (FEM) of the parking structure.

All elevated floors and ramps will be included in the model using the measured thickness provided from the laser topography survey in Task 1. This analysis is to calculate deflections of the floors due to dead load (floor self-weight) and design live loads.

- B. Based on results of the FEM analysis and laser topography survey, identify several critical regions that have severe deflection and/or highest loading demands for additional ground penetrating radar (GPR) scanning survey and inspection openings. Identify locations to extract concrete samples for testing.
- C. Calculate the load carrying capacity of the identified critical regions using as-built measurements from the additional GPR scanning survey and the inspection openings. Measured concrete compressive strength should be used in the calculation. Finally, determine if those critical floor regions have sufficient capacity to support the required design loads specified by the 2015 Michigan Building Code.

Task 4: Site work

- A. Conduct additional GPR scanning at the identified critical regions from Task 3A. The GPR scanning results will be used to inspect the location and depth of reinforcing bars and to identify locations for inspection openings.

Task 5: Material testing

Test concrete samples to estimate the cement-to-aggregate ratio (cement content) and water-to-cement ratio, and to measure the compressive strength.

Task 6: Report

Prepare a written report summarizing your findings from each task and your conclusion on whether the observed differential deflections, varying floor thicknesses and depth of reinforcing are concerns that need to be addressed immediately and provide a prioritized list of repair recommendations for structural and other observed conditions. The report will also provide a preliminary repair cost estimate to facilitate the City in developing the capital improvement program for the parking garages over the next five years and recommended cycle for repair and rehabilitation as an on-going program.



**ATTACHMENT A - AGREEMENT
PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM**

This AGREEMENT, made this _____ day of _____, 2019, by and between the City of Birmingham (hereinafter sometimes called "the City"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to serve as the City's qualified professional firm and/or contractors for conducting parking garage structural assessments of the five parking garages in Downtown Birmingham ranging in age from 31-53 years of age 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 the role of Owner's Representative.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform structural assessments of the five parking garages to facilitate the development of a comprehensive repair and rehabilitation program of parking infrastructure for the City. The Contractor's cost proposal dated _____ shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.
2. The Contractor's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.

3. The term of this Agreement shall commence on _____ for a period of _____ expiring _____. If changes to the existing terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.
4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the City terminates the Agreement under this paragraph, Contractor will be compensated for any work already performed up to the date of termination. However, Contractor shall not perform any new work or incur new costs after the City's notice of termination unless specifically authorized by the City.
5. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$_____ as set forth in the Contractor's _____ cost proposal. Contractor shall submit monthly invoices in accordance with the schedule of values attached to and incorporated in this Agreement. City will be required to make payments of undisputed amounts against such monthly payment invoices within thirty (30) days of receipt of such invoices.
6. In the event City requests services from the Contractor that are outside the scope of this Agreement ("Additional Services"), the Contractor shall provide a written proposal to the City indicating any additional time or additional cost required to perform such Additional Services. Only upon City's issuance of it written approval of such additional time/cost, if any, the Contractor may commence Additional Services.
7. 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.
8. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement. The Contractor shall provide a list of personnel assigned to this Project at the commencement of its services. No change in personnel may be made by the Contractor without obtaining a prior written approval of the City.
9. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City of Birmingham ("City"). Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges

given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

10. 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.
11. 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.
12. 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.
13. 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.
14. The Contractor agrees that neither it nor its sub-Contractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
15. 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.
16. 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:

For Non-Sole Proprietorships: 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.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

- 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.

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

18. 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.
19. 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.
20. All notices required to be sent pursuant to this Agreement shall be mailed to the following address:
- City of Birmingham
Attn: Assistant City Manager
151 Martin Street
Birmingham, MI 48009
21. 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.
22. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City.

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

WITNESSES:

CONTRACTOR

By: _____

Its:

CITY OF BIRMINGHAM

By: _____

Its: Mayor

By: _____

J. Cherilynn Mynsberge
Its: City Clerk

Approved:

Tiffany J. Gunter, Assistant City Manager
(Approved as to substance)

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

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

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



ATTACHMENT B - BIDDER'S AGREEMENT
PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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

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

PREPARED BY
(Print Name)

DATE

TITLE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS



ATTACHMENT C - COST PROPOSAL

PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP

COST PROPOSAL	
ITEM	BID AMOUNT
Task 0: Preliminary Condition Assessment (N. Old	\$
Task 1: Floor Laser Survey	\$
Task 2: Drainage System Clean Out and Video Inspection	\$
Task 3: Structural Analysis	\$
Task 4: Site Work	\$
Task 5: Material Testing	\$
Task 6: Report	\$
	\$
TOTAL AMOUNT	\$

Firm Name _____

Authorized signature _____ Date _____



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM**

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

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

PREPARED BY
(Print Name)

DATE

TITLE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#



ATTACHMENT E – ORIGINAL FLOOR PLANS ALL GARAGES



ATTACHMENT F – VISUAL OBSERVATION OF N. OLD WOODWARD GARAGE



ATTACHMENT G – PRELIMINARY ASSESSMENT OF PIERCE STREET GARAGE

Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

N. Old Woodward, Pierce Street, Park Street, Peabody, and Chester
Parking Garages



September 27, 2019

WJE No. 2019.6318

PREPARED FOR

City of Birmingham
ATTN: City Clerk's Office
151 Martin Street
Birmingham, Michigan 48009

PREPARED BY:

WJE Engineers & Architects, P.C.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel | 248.593.8532 fax



Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

N. Old Woodward, Pierce Street, Park Street, Peabody, and Chester Parking Garages

A handwritten signature in black ink, appearing to read 'Matthew E. Lewis'.

Matthew E. Lewis, PE
Senior Associate

September 27, 2019

WJE No. 2019.6318

PREPARED FOR

City of Birmingham
ATTN: City Clerk's Office
151 Martin Street
Birmingham, Michigan 48009

PREPARED BY:

WJE Engineers & Architects, P.C.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel | 248.593.8532 fax



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INTRODUCTION

In response to your Request for Proposal, dated September 6, 2019, and the related Addendum, WJE Engineers & Architects, PC (WJE) is pleased to submit this proposal to perform professional engineering evaluation services for parking facilities condition assessments of the North Old Woodward, Pierce Street, Park Street, Peabody and Chester parking structures. It is WJE's understanding that the purpose of the assessments is to determine the current and future infrastructure needs in support of a capital improvement plan to extend the useful life of the structures while ensuring the highest level of safety for those who use them.

The goal of this project and the services required to complete it are a regular part of the professional services offered by WJE. Unlike other professional architectural or engineering firms, our interdisciplinary firm, with in-house laboratory facilities, specializes in problem solving for existing structures. Our project personnel offer specialized experience and expertise in architectural, materials, and structural investigation and design of repairs. We believe that our past experience with related projects throughout the United States and in Michigan, as well as the qualifications of our project team are a perfect match for the successful completion of your parking facilities condition assessment project.

Local Office & Project Contact

The Project Manager and primary point of contact is Matthew Lewis, P.E., a Senior Associate at WJE's Detroit location. Mr. Lewis's contact information is provided below:

WJE Engineers & Architects, PC	(e) mlewis@wje.com
30700 Telegraph Road, Suite 3580	(p) 248.593.0900 • (d) 248.594.0145
Bingham Farms, Michigan 48025	(fx) 248.593.8532

RFP FORMS

The Bidder's Agreement (Attachment B), Cost Proposal (Attachment C), and Iran Sanctions Act Vendor Certification Form (Attachment D) may be found in **Appendix A**.

PREVIOUS EXPERIENCE

Nationally, WJE has recently completed condition assessments for parking structures at the Salt Lake City Airport and the elevated parking deck at the Chicago O'Hare International Airport (one of the largest parking structures in the world), among many others. Locally, WJE has completed condition assessments or designed repairs for at least 20 parking structures over the past five years and has been involved with at least 10 parking structure repair projects in Michigan this year.

Additional Project Profiles and a Parking Structure Experience List may be found in **Appendix B**.

Project Name	Client Name	Contact Name	Contact Phone
1009 Cass - Detroit Condition Assessment, Structural Consulting Services	Basco Michigan	Roger Basmajian	(313) 502-5117
Grand Circus Parking Structure Engineering Services	Pullman Construction	Pete Wallace	(734) 282-3801



Project Name	Client Name	Contact Name	Contact Phone
Beaumont Hospital Parking Deck Repair Design and Construction Period Services	Beaumont Health System	Tom Kwiatkowski	(313) 473-1534
Henry Ford Hospital Detroit Structural Condition Assessments of Parking Structures	Rich & Associates Parking Consultants	David Rich	(248) 353-5080
Baltimore Parking Structure Detroit Restoration of Single-Tee Concrete Parking Structure	The Platform, LLC	Patrick Meehan	(313) 446-8790

WJE QUALIFICATIONS

WJE has completed thousands of investigations of parking structures, concrete buildings and bridge structures including studies of cracking, reinforcement corrosion, and deterioration for a variety of different clients. WJE is an industry leader in concrete technology, having completed numerous research and training projects on concrete deterioration and corrosion protection for the American Concrete Institute, Federal Highway Administration, National Cooperative Highway Research Project, Concrete Reinforcing Steel Institute, and others.

This work has positioned WJE at the forefront of concrete repair and rehabilitation. Our work has included the investigation of the corrosion of embedded reinforcement, which produces visible effects such as cracking, delamination, and spalling. Through a better understanding of the causes of concrete deterioration, WJE has developed repair and rehabilitation solutions for many structures using a wide range of approaches, each tailored to the individual structure being addressed. These repair approaches have included:

- Sealers and surface treatments that inhibit the ingress of corrosion chemicals such as chlorides;
- Partial and full-depth patching using specialized mortars that maximize the effectiveness of these materials to improve long-term durability of concrete repairs;
- Passive and active cathodic protection to counter the effects of corrosion;
- Corrosion preventative coatings for embedded reinforcing to limit future interactions between the metal and a corrosive environment; and
- Many other repair solutions designed to address project-specific conditions.

PROJECT STAFFING

Our project team consists of engineers with significant experience assessing deterioration in parking structures. The project will be managed by Matthew Lewis. He will lead the field effort and will be the primary author of the condition assessment reports. Mr. Lewis is experienced in the investigation of parking structures, historic buildings, stadiums, municipal structures and smokestacks, as well as retail, office and residential buildings. His projects involve field investigation, structural analysis, nondestructive testing and instrumentation, structural damage and failure assessment, preparation of construction documents and drawings, and building code investigation.

Mark Krueger will serve as Project Advisor. In his role, he will assist with developing appropriate repair recommendations and serving as a technical reviewer for the work product. Since joining WJE in 1986, Mr. Krueger has gained extensive experience in field and analytic assessment of new and historic structures. Mr. Krueger has more than 30 years of experience investigating deterioration in existing building, including numerous parking structures.

The Project Engineers will be Owjan Hashtrودي, Justin Barden, and Derek Hibner. All of these engineers are experienced in performing condition assessments and construction period observations on concrete repair projects. Their responsibilities will include, but is not limited to: Document review, field investigations, data processing, structural analyses and coordination with subcontractors.

Detailed Personnel Qualifications may be found in **Appendix C**.

Subcontractors

Laser Scanning Subcontractor: **TruePoint Laser Scanning, LLC (TruePoint)**

The Laser Scanning Survey will be performed by TruePoint Laser Scanning, LLC (TruePoint). Headquartered in Toledo, Ohio, TruePoint is a professional service provider of nationwide 3D laser scanning services. Since its inception in 2011, TruePoint has provided scanning and modeling services for more than 3,000 of projects. TruePoint has worked with clients in various roles within the AEC industry (e.g., owners, architects, engineers, etc.) on projects varying in size and complexity. For its laser scanning services, TruePoint has selected the use of Leica 3D Laser Scanners which are highly accurate, industry leading non-contact measuring instruments, allowing us to operate in rugged conditions in a safe manner. With the Leica equipment, TruePoint experts are able to tie to survey control, take 3D photographs, and capture features from a distance of up to 980 feet.

TruePoint is an Ohio-licensed engineering firm and provides the highest quality data and deliverables. Their team of regional managers and CAD technicians possess architectural, engineering, and other technical backgrounds, allowing them to analyze and interpret data effectively for their clients. Through the use of the latest software in the industry (e.g., Revit, AutoCAD, MicroStation, etc.) and development of specific point cloud modeling methods, TruePoint is able to provide a wide variety of modeling and associated services in support of Engineering and Construction efforts.

Plumbing Subcontractor: **Plumber's Service Inc. (PSI)**

The drainage System clean-out and video inspection will be performed by Plumber's Service Inc. (PSI). They are a full-service sewer and drain repair business which strive to be the best in their industry. They have been meeting the unique needs of residential, commercial, industrial and municipal customers for over 63 years. They employ professional, experienced and conscientious technicians and knowledgeable office personnel, and continually invest in state-of-the-art equipment to quickly identify and correct every problem, while minimizing consequences. PSI's services include but are not limited to: Sewer and drain cleaning, High velocity jet flushing, MDEQ certified Vactor work, Radio detection, Televising, No-Dig technology with Pipe Genie pipe bursting and Formadrain structural pipe lining, Excavating, Steamer jetting, Confined space, Leak detection, RootX and Bio-Clean and Worry-Free maintenance service.

Structural Analysis Support: Professional Civil Engineering Services, LLC. (PCES)

Professional Civil Engineering Services, LLC (PCES) will assist WJE in performing the structural analyses in Task 3. PCES is a consulting structural engineering firm that offers a wide variety of professional services. PCES engineers apply hands-on diagnostic studies to investigate distress and deterioration and evaluate their effects on structural performance. With their in-depth understanding of the fundamental principles of structural engineering and materials behavior, their structural engineers develop creative and efficient options to accommodate each client's particular needs. Their Structural Engineering services include: Nonlinear three-dimensional finite element analysis, construction support, fracture mechanics assessment and fitness for service, failure investigation, peer review, repair and retrofit design, seismic evaluation, specialized structural design, structural condition assessment, temporary/emergency stabilization, structural analysis and design.

Additionally, they specialize in structural forensic engineering services. They offer a range of investigative and analytical techniques to determine the cause and extent of failure and damage. Their desktop and field capabilities include a wide range of services for structural components. These capabilities enable their engineers to better understand how structures respond to extreme events and to develop repairs and replacement systems that meet future performance expectations. They can also assist clients with recovery by providing temporary solutions that quickly return damaged structures to service.

SCOPE OF WORK

Purpose and Background

The subject project seeks to ascertain the condition of five parking structures, owned by the City, for the purpose of estimating short, mid and long term mitigation strategies, as well as repair solutions that will extend the useful life of the structures.

The preliminary condition assessment will yield a baseline profile for each structure that will be inclusive of visible and nonvisible deterioration, which will be detected using nondestructive techniques.

As described in the RFP, five parking structures are included in the Scope of Work:

- N. Old Woodward Garage, located at 333 N Old Woodward Avenue,
- Pierce Street Garage, located at 333 Pierce Street,
- Park Street Garage, located at 333 State Park Street,
- Peabody Garage, located at 222 Peabody Street, and
- Chester Garage, located at 180 Chester Street.

WJE has previous experience with two out of the five parking garages of interest. WJE completed a limited visual structural assessment of the N. Old Woodward Street parking garage and issued a report dated July 5, 2019, which includes WJE's findings, recommendations and opinion of probable costs. Moreover, WJE provided professional services for the Pierce Street parking garage to assess the safety concerns caused by the visible differential deflection at expansion joints of the supported floors. Our report dated September 28, 2018 summarizes WJE's findings and provides further recommendations for this effort.

Finally, based on this report's findings and recommendations, WJE issued a proposal letter with a detailed proposed scope of services dated October 11, 2018 as continuation of their initial assessment of the Pierce Street parking garage.

The scope of work defined by the City in this RFP is very well aligned with WJE's recommendations for follow-up services that were proposed for the Pierce Street Garage; however, it should be noted that our recommendations were tailored specifically based on findings and observations pertinent to the Pierce Street Garage and we recognize that not all of the proposed tasks may be applicable to the other four parking garages of interest.

Plannote Software

WJE has independently developed software that allows for efficient collection, organization and distribution of data collected in the field. In place since 2012, the software has been successfully used on WJE projects of all sizes and building types, resulting in the creation of a half-million annotations and the collection of nearly a quarter-million photos. The software allows WJE staff to input field data such as notes, sketches, and photographs through customizable forms which can then be spatially located on a drawing or photograph. When synced to the internet, multiple users can access the data in nearly real time, from any location.

In the field, WJE will use this software on iPads to record the existing conditions and activity of each location of work. In the office, the information obtained can be extracted from the software into Microsoft Office and AutoCAD. The information can then be sorted, isolated, or otherwise organized for reporting, collaboration, or presentation between the WJE Team members and with the City, if requested.

Phases and Related Tasks

WJE has performed condition assessments of the N. Old Woodward and Pierce Street Garages within the last year. Based on our understanding of the project objectives, our familiarity with two of the structures, and our experience with similar projects, we propose the following work plan to address the scope of services defined in the RFP. Tasks 1 through 5 will only need to be performed if WJE's findings from Task 0 justify their necessity. It should be noted that Tasks 1 through 5 are primarily recommended for Pierce Street Garage; Task 4 is additionally recommended for Peabody Garage and Chester Garage.

Task 0: Preliminary Condition Assessment

1. WJE will review relevant repair and maintenance records, engineering reports, and original construction drawings pertaining to this effort as provided by The City to become familiar with the design and unique details of the parking structures. Relevant original construction drawings would include floor plans, structural framing plans, building elevations, and structural and water management-related details. This information will be beneficial during our assessment and will assist in evaluating various repair options.
2. WJE will perform preliminary field assessments of the parking structures to observe and document the various types of deterioration. The primary intent of the assessment will be to visually assess accessible portions of the structure in order to determine what types of repairs may be required and the likely extent of those repairs. The assessment will include visual inspection, chain dragging and hammer sounding of select representative structural elements.

For the exterior walls and facade, a binocular survey will be performed from grade. Lastly, the condition of the roofing will be visually assessed. Observed conditions will be digitally documented with Plannotate by use of iPads and with photographs.

- a. **Pierce Street Parking:** Based on WJE's recent assessment of this parking garage, we do not believe an additional preliminary condition assessment is required for this parking garage. It is WJE's recommendation to perform Tasks 1 through 6 per the Scope of Work defined in the RFP.
3. WJE will prepare a preliminary written letter to convey our recommendations regarding the necessity and justifications with respect to the subsequent tasks outlined in the RFP's scope of work. The final report for each structure will be provided as part of Task 6 - Reporting.

Task 1: Floor Laser Survey

All elevated floors and ramps will be topographically surveyed using three-dimensional laser scanning to plot contour maps of the top surface, bottom surface and thickness of the elevated floors along the expansion joints. The survey will be conducted by TruePoint. The field effort of the laser topography survey is estimated to take 5 to 7 days per garage if full access is provided on the scanning areas. WJE will review the TruePoint survey results and incorporate our findings in further structural assessments and analyses of the floors.

Task 2: Drainage System Clean-Out and Video Inspection

The drainage system under the first floor level will be cleaned out (if possible) and video inspected to observe their condition. The inspection will be conducted by PSI. The estimated time of the video inspection and clean-out is eight man-days (two days for a four-person crew is anticipated) for each parking structure if full access is provided on the first floor level. WJE will review PSI's results and incorporate the findings into our repair recommendations.

Task 3: Structural Analyses

1. WJE and PCES will develop a three-dimensional finite element model (FEM) of the parking structure. All elevated floors and ramps will be included in the model using the measured thickness provided from the laser topography survey in Task 1. The intent of this analysis is to calculate the stresses and estimate deflections for the floors due to dead load (floor self-weight) and design live loads.
2. Based on results of the FEM analysis and laser topography survey, WJE will identify several critical regions that have severe deflection and/or highest loading demands for additional Ground Penetrating Radar (GPR) scanning survey and inspection openings. WJE will also identify locations to extract concrete samples for testing. Scanning and material testing will be performed as Tasks 4 and 5.
3. WJE will calculate the load carrying capacity of the identified critical regions using the results of the GPR scanning survey and the inspection openings. Measured concrete compressive strength will be used in the calculation. WJE will determine if those critical floor regions have sufficient capacity to support the required design loads specified by the current building codes.

Task 4: Site Work

1. WJE will conduct GPR scanning at the identified critical regions from Task 3.1. The GPR scanning results will be used to inspect the location and depth of reinforcing bars and to identify locations for inspection openings. Openings will be made on the top of the floors to measure the diameter, depth, and condition of the exposed bars, and also to calibrate the GPR readings.
2. WJE will coordinate the collection of up to six (6) concrete cores from the selected locations on the elevated floors for testing in Task 5.

Task 5: Materials Testing

Concrete samples will be tested to estimate the cement-to-aggregate ratio (cement content) and water-to-cement ratio, and to measure the compressive strength. Petrography and compressive strength testing will be completed at WJE's laboratory in Northbrook, Illinois. Estimated cement content and water-to-cement ratios may inform the interpretation of the observed deflections of the floors. Estimates of the concrete compressive strength based on the results of the compression testing will be used in the calculations of load carrying capacity of the regions in Task 3.3.

Task 6: Report

WJE will prepare a written report summarizing our findings and conclusions on each of the parking structures, including recommendations for a repair and rehabilitation program for each of the structures. We anticipate providing one report per structure, and that each report will include a prioritized list of repair recommendations to address structural and other conditions of concern. The reports will also provide an opinion of probable construction costs, to be used for developing a preliminary budget. Repair costs for observed structural and water infiltration distress will be projected based on the visual survey and our experience with past parking structure repair construction.

A detailed breakdown is included with **Appendix D**, outlining the tasks and fees by individual garage.

CLIENT REFERENCES

Below please find three client references from past projects. Further reference can be provided upon request.

Project Name	Client Name	Contact Name	Contact Phone
1009 Cass - Detroit Condition Assessment, Structural Consulting Services	Basco Michigan	Roger Basmajian	(313) 502-5117
Grand Circus Parking Structure Engineering Services	Pullman Construction	Pete Wallace	(734) 282-3801
Beaumont Hospital Parking Deck Repair Design and Construction Period Services	Beaumont Health System	Tom Kwiatkowski	(313) 473-1534



PROJECT TIMELINE

The WJE Team understands that time is of the essence and will be able to mobilize immediately upon notification of award and contract execution. We propose to complete the full scope of requested services within **120 days** of receiving Notice to Proceed. The following timeline for the major tasks, with Day 1 beginning after receiving Notice to Proceed and fully executing the contract.

Task 0 - Preliminary Condition Assessment	Days 1-75
Task 1 - Floor Laser Survey	Days 7-75
Task 2 - Drainage System Clean Out and Video Inspection	Days 7-45
Task 3 - Structural Analysis	Days 7-75
Task 5 - Material Testing	Days 30-60
Task 6 - Report	Days 75-120

The WJE Team is available to complete the project according to this proposed timeline.

CLOSING

Thank you for the opportunity to submit this proposal. We look forward to the opportunity to continue working with City of Birmingham. Please feel free to contact Matthew Lewis at (248) 593-0900 if you have any questions regarding our response to this RFP.



Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

APPENDIX A. RFP FORMS



ATTACHMENT B - BIDDER'S AGREEMENT
PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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

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

Matthew E. Lewis, P.E.

September 27, 2019

PREPARED BY
(Print Name)

DATE

Senior Associate

TITLE



mlewis@wje.com

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

WJE Architects & Engineers, PC

COMPANY

30700 Telegraph Road, Suite 3580

Bingham Farms, MI 48025

(248) 593-0900

ADDRESS

PHONE

Wiss, Janney, Elstner Associates, Inc.

(847) 272-7400

NAME OF PARENT COMPANY

PHONE

330 Pfingsten Road, Northbrook, IL 60062

ADDRESS



ATTACHMENT C - COST PROPOSAL

PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP

COST PROPOSAL		
ITEM	BID AMOUNT	
Task 0: Preliminary Condition Assessment (N. Old	\$ 40,600	
Task 1: Floor Laser Survey	\$ 80,830	91,280 ^(a)
Task 2: Drainage System Clean Out and Video Inspection	\$ 68,500	101,000 ^(a)
Task 3: Structural Analysis	\$ 58,750	
Task 4: Site Work	\$ 16,850	
Task 5: Material Testing	\$ 42,000	
Task 6: Report	\$ 42,000	
	\$	
TOTAL AMOUNT	\$ 349,530	392,480^(a)

Note: Please see Appendix D for further price details.

Firm Name WJE Engineers & Architects, PC

Authorized signature  Date September 27, 2019

(a). Adjusted fees if work is performed after standard hours:
Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM**

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

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

Matthew E. Lewis, P.E.

September 27, 2019

PREPARED BY
(Print Name)

DATE

Senior Associate

TITLE



mlewis@wje.com

AUTHORIZED SIGNATURE

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ADDRESS

36-2757956

TAXPAYER I.D.#



APPENDIX B. RELEVANT PROJECT PROFILES & EXPERIENCE LIST



PROJECT PROFILE

Baltimore Avenue Parking Garage

Restoration of Single-Tee Beam Concrete Parking Structure | Detroit, MI



CLIENT

The Platform

BACKGROUND

The Baltimore Avenue Parking Garage, located in Detroit's New Center area, is a 270,000 square foot split level parking structure. It was constructed in 1964 with precast columns, precast and post-tensioned concrete single tee-beams, and post-tensioned concrete floor slabs that span between the single-tee beams. The supported one-way slabs are post-tensioned with the archaic paper-wrapped button-headed wire system. The ramps between levels are conventionally reinforced.

With recent revitalization of the area, including a new light rail system and construction of the Detroit Pistons practice facility, there was an influx of activity and demand for parking. New owners of the garage recognized the renewed demand and solicited design-build proposals to address years of deferred maintenance, improve the appearance, and quickly bring the restored parking structure to market.



SOLUTION

WJE worked on a design-build team with the Pullman SST, a specialty restoration contractor, to design and implement a \$5.5 million restoration project. During the assessment phase of the project, WJE identified that slab tendons and beams were in worse condition than initially anticipated. This posed a risk to the project's strict schedule and budget.

WJE used advanced elasto-plastic finite element modeling to analyze the supported slabs to determine the number of tendons repairs required to adequately support code required loads. This effort significantly reduced the overall number of tendon repairs required.

The design-build team designed an innovative approach to restore the capacity to the precast and post-tensioned concrete beams. The beam strengthening consisted of new external post-tensioned tendons in grouted ducts with steel deviators.

In just 10 months, the design-build team investigated, designed, procured materials, and completed repairs to more than 230 failed slab tendons and strengthened 32 single-tee beams. The restoration project also included typical concrete repairs and durability improvements. The project was awarded an Award of Excellence by the International Concrete Repair Institute in 2018.



PROJECT PROFILE

Evanston Parking Garages

Comprehensive Repairs | Evanston, IL



CLIENT

City of Evanston

BACKGROUND

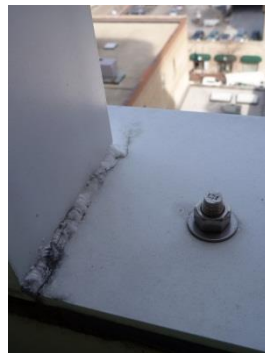
Three garages owned by the City of Evanston were the subject of this project—the five-story Church Street Garage, built in 1989; the six-story Maple Avenue Garage, built in 2000; and the twelve-story Sherman Plaza Garage, built in 2004. Each garage is constructed of post-tensioned concrete slabs and each has a facade consisting primarily of precast concrete.

Although the garages were generally in good condition, repairs and improvements were desired to address known distress and deficiencies and to improve the durability of the garage structures. The City of Evanston retained WJE to design repairs and improvements to the three city-owned garages.

SOLUTION

The distress and deficiencies addressed by the repairs included unsound concrete, strength deficiencies of vehicle guard walls, deficient gravity and lateral supports for precast concrete facade panels, cracked welds in aluminum facade components, and cut beam stirrups at pipe penetrations. WJE performed surveys to document the extent of concrete deterioration, deficient facade panel connections and other existing conditions. Analyses were performed to design structural repairs, including beam capacity based on the damaged and the remaining beam stirrups. In addition to preparing specifications and drawings to implement the repairs, WJE also provided engineering services during the bidding and construction phases of the repair project.

WJE's scope was later expanded by the City to include the investigation of cracking at light pole base connections on the top level of the Sherman Plaza Garage. WJE then designed replacement light poles and also performed a comprehensive close-up inspection of the garage's facade.





PROJECT PROFILE

Beaumont Hospital Parking Structure

Investigation and Repair of Concrete Structure | Grosse Pointe, MI



CLIENT

Bon Secours Hospital

BACKGROUND

Built in 1973, the parking structure at Beaumont Hospital (formerly Bon Secours Hospital) is constructed of a single supported level of precast concrete double tees. The tees span 55 feet between an interior girder and exterior retaining walls. The hospital is in a residential neighborhood, restricting noise levels and construction activities.

WJE was retained to assess the deterioration within the parking structure, provide repair recommendations, and develop a phased repair approach. Poor drainage conditions and inadequate funding to maintain the garage's waterproofing systems led to severe corrosion-related deterioration of the central girder.

SOLUTION

Following a detailed condition survey, WJE presented an economic analysis to demonstrate the cost of further postponing repairs, which helped procure the necessary funding. WJE then developed phased repair recommendations for installation of a sloped "wash" to direct water away from the central girder and minimize the risk of future deterioration. WJE's repair recommendations successfully met noise restrictions as a result of specifications made in the repair documents. The bid documents resulted in a clear and concise pre-bid meeting leading to five bids within budget and ten percent of each other.

During the construction period, WJE safely resolved several unique conditions where structural deterioration was unusually severe and maintained traffic circulation and parking throughout all phases of the project to minimize the impact of construction on the hospital.





PROJECT PROFILE

Stanford University Parking Structures

Evaluation and Repair Design | Stanford, CA



CLIENT

Stanford University

BACKGROUND

Two of the three garages requiring repairs, Parking Structures 1 and 2, are post-tensioned concrete structures built in the 1980s. These garages are between four and six stories in height and have post-tensioned one-way floor slabs supported on post-tensioned beams. The third garage, Parking Structure 5, is three stories tall and was built in the early 2000s. Parking Structure 5 has precast concrete beams supporting cast-in-place concrete floor slabs. The elevator shafts for Parking Structure 5 are framed with concrete masonry and covered with stucco.

Several parking structures built on the campus in the last twenty-five years have experienced varying deterioration including cracking of the concrete floor slabs, failure of prestressing tendons, spalling and delamination of concrete, failed waterproofing membrane in planters, and delamination of stucco. WJE was requested to assess the current condition of the garages and to develop structural and facade repairs.

SOLUTION

WJE performed an extensive visual survey of the garages to identify the deficiencies in the concrete framing. In addition, WJE conducted testing of selected prestressing tendons to assess the condition of the tendons. Following the survey, WJE developed repair plans and specifications to correct the deficiencies including:

- Replacement of failed prestressing tendons
- Sealing cracks in the concrete slabs
- Patching spalled concrete
- Replacement of planter waterproofing membrane
- Repair of damaged welds at stair supports
- Replacement of stucco at elevator shafts
- Replacement of failed concrete patches





PROJECT PROFILE

North Capitol Ramp

Prepurchase Survey and Conceptual Design of Enhancements | Lansing, MI



CLIENT

Lansing Community College

BACKGROUND

Constructed in 1972, the North Capitol Ramp contains four elevated parking levels and one level at grade. Elevated floors comprise one-way cast-in-place concrete slabs with a paper-wrapped button-headed post-tensioning system, supported by precast concrete single-tee beams that span between precast concrete columns and load-bearing spandrel panels.

To address parking deficits, the college was considering the purchase of an existing multilevel parking structure. In conjunction with the potential purchase, the college desired a condition assessment of the structure and a five-year plan to restore and maintain its structural integrity. A primary objective of the assessment was to identify probable costs of anticipated repairs and maintenance for use during purchase negotiations. The college also sought an assessment of feasibility and probable costs for several proposed architectural and functional enhancements.

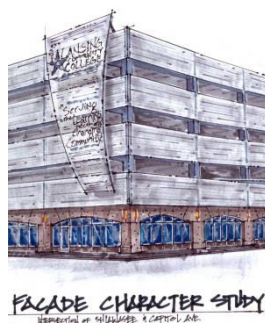
SOLUTION

WJE performed a comprehensive condition assessment of the parking structure, including the following tasks:

- Evaluation of the original structural design
- Visual survey of garage and sounding of concrete surfaces to identify corrosion-related deterioration
- Examination of the slab post-tensioning system at inspection openings in representative locations
- Laboratory analyses of concrete samples to determine chloride ion concentrations



WJE determined that chloride-induced corrosion was the primary source of the deterioration and concluded that repairs to the slabs would likely become necessary within the next five years to maintain structural integrity and serviceability. To minimize the potential for future corrosion-related damage, WJE recommended repairing distressed elements and installing waterproofing membrane systems on the elevated levels. WJE also developed conceptual designs for the requested enhancements, including renovation of retail spaces, partial exterior recladding, snow removal improvements, and security upgrades. Construction cost estimates for both the maintenance repairs and enhancements were provided to facilitate the financial implications of the purchase.





EXPERIENCE LIST

Parking Structure Projects

1 AND 2 ELDRIDGE PLACE GARAGE

Houston, TX

- Repair design and construction phase services

5/6 GREENSPPOINT GARAGE

Houston, TX

- Investigate deterioration of precast concrete structural members

10 EAST ONTARIO

Chicago, IL

- Garage condition assessment

33 BENEDICT PLACE

Greenwich, CT

- Investigation, repair design, and construction observation for the three-story parking structure

411 WEST LAFAYETTE PARKING STRUCTURE

Detroit, MI

- Maintenance; structural and ramp repair; construction period services

422 WEST 15TH STREET GARAGE

New York, NY

- Fire damage investigation

1000 N. LAKE SHORE DRIVE

Chicago, IL

- Investigation and repair design for the nine-story, fully enclosed parking structure

222 SOUTH RIVERSIDE

Chicago, IL

- Plaza rehabilitation

1100 SUPERIOR

Cleveland, OH

- Construction documents and parking garage condition assessment

1415 N. DEARBORN CONDOMINIUM

Chicago, IL

- Construction observation services for the repair of the parking structure

1447 PEACHTREE STREET BUILDING

Atlanta, GA

- Due diligence survey the of structural system and exterior facade

1725 YORK AVE. PARKING GARAGE

New York, NY

- Condition assessment, critique of prior engineer's repair design

2306 NEPTUNE AVENUE

Brooklyn, NY

- Investigation of structural failure due to water weight

3333 WISCONSIN AVE, NW

Washington, D.C.

- Nondestructive visual condition assessment

3910 KESWICK ROAD

Baltimore, MD

- Architectural and structural condition assessment

4343 CLARENDON CONDOMINIUMS

Chicago, IL

- Investigation, repair designs, and construction observation for the three-story parking structure

ADVOCATE GOOD SAMARITAN HOSPITAL

Downers Grove, IL

- East and south parking lot restoration project

AMERICAN SERVICES CENTER

Arlington, VA

- CFRP analysis

ANYANG UNDERGROUND PARKING GARAGE

Seoul, Korea

- Structural investigation and repair design

AT&T BUILDING

Chicago, IL

- Investigation of cracked concrete beam in parking garage

BAXTER HEADQUARTERS PARKING GARAGE

Deerfield, IL

- Construction phase services, column corbel deterioration repair, repair design ramp extension

BERGEN TOWN CENTER

Paramus, NJ

- Review of repair and replacement options for existing parking garage

BEAUMONT HOSPITAL

Grosse Pointe, MI

- Visual survey of parking structure masonry and site walls
- Construction document services and construction period services

BEAU RIVAGE RESORT & CASINO

Biloxi, MS

- Hurricane and storm surge damage evaluation



EXPERIENCE LIST

Parking Structure Projects

BELDEN CENTER

Chicago, IL

- Water leakage and concrete deterioration consultation

BON SECOURS PARKING STRUCTURE

Grosse Pointe, MI

- Design and construction period services

BOSTON COMMON GARAGE

Boston, MA

- Investigation, laboratory testing, and repair recommendations for the three-level, 1,650-car underground parking garage

BROWN GROUP PARKING GARAGE

Clayton, MO

- Condition survey, repair design, and construction observation for the two-level parking structure

CARLETON OF CHEVY CHASE

Chevy Chase, MD

- Condition investigation of garage membrane

CENTER SQUARE PARKING GARAGE

Jacksonville, FL

- Due diligence survey of parking deck

CHANCELLORY PARKING FACILITY

Itasca, IL

- Investigation and repair designs for precast concrete parking garage

CHICAGO MIDWAY INTERNATIONAL AIRPORT

Chicago, IL

- Load testing and construction observation of parking garage
- Brittle fracture investigation of burke lifting anchors
- Wall/column corbel investigations

CHILDREN'S MEMORIAL HOSPITAL PARKING GARAGE

Chicago, IL

- Construction Administration

CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS

Salt Lake City, UT

- Investigation, laboratory testing, and repair design for a two-level underground parking garage

CITY OF FRESNO CONVENTION CENTER

Fresno, CA

- Investigation and repair design for precast concrete parking garage

CITY OF EVANSTON

Evanston, IL

- 2011 comprehensive parking garage repairs and construction observation

CITY OF MILWAUKEE

Milwaukee, WI

- Condition investigation and structural evaluation of the Zeidler Building parking garage

CITY-COUNTY BUILDING PARKING GARAGE

Indianapolis, IN

- Investigation, repair design, and construction observation for the three-level, 560-car underground parking garage

CLARA MAASS MEDICAL CENTER PARKING GARAGE

Belleville, NJ

- Investigation of a partial collapse
- Design repairs

CNN CENTER PARKING STRUCTURE

Atlanta, GA

- Condition survey, cost estimates, bid document preparation, and repair recommendations

COLUMBUS-CABRINI MEDICAL CENTER

Chicago, IL

- Investigation and repair designs for an eight-story parking garage

COMDISCO, INC.

Rosemont, IL

- Investigation of six-story parking structure

COMERICA PARKING STRUCTURE

Livonia, MI

- Repair design, bidding, and construction period services

CONTINUUM PARKING GARAGE

Austin, TX

- Deterioration investigation and repair design

CORPORATE CENTER PARKING GARAGE

Danbury, CT

- Preparation of repair contract documents and draft project manual

COTTAGE HOSPITAL PARKING STRUCTURE

Grosse Pointe Farms, MI

- Development of repair documents, construction period services, and condition survey

DEACONESS HOSPITAL PARKING GARAGE

Evansville, IN

- Investigation of a four-story precast concrete garage
- Design and perform load tests for one ledger beam



EXPERIENCE LIST

Parking Structure Projects

DOCK SQUARE PARKING GARAGE

Boston, MA

- Investigation and concrete/membrane repairs

DOLLAR RENT-A-CAR GARAGE

Queens, NY

- Investigation of collapse

EL CASTILLO PARKING GARAGE

Santa Fe, New Mexico

- Investigation of structural distress at expansion joint; structural repairs

EQUITY RESIDENTIAL - PROSPECT TOWERS

Hackensack, NJ

- Parking garage collapse investigation

FASHION CENTER

Paramus, NJ

- Investigate corrosion of steel structure

FISHER PLACE GARAGE

Rockville, MD

- Investigation of the cause of collapse during construction
- Reviewed repairs designed by others

FOGO DE CHAO

Atlanta, GA

- Condition assessment of parking garage and peer review of new design

FOUR SEA GATE/WEBSTRAND GARAGE

Toledo, OH

- Visual inspection and structural evaluation of five-level building garage

GAGE PARK PARKING GARAGE

Chicago, IL

- Condition survey, concrete and waterproofing membrane repairs, and expansion joint repairs

GARAGE NO. 11

Bethesda, MD

- Design document review, bidding services, renovation/restoration

GARDEN STATE CONDOMINIUM PARKING GARAGE

Elizabeth, NJ

- Investigation of a partial collapse

GEORGE ALLEN PARKING GARAGE

Dallas, TX

- Investigation of distressed garage slabs and beams; repair document preparation

GEORGIA INSTITUTE OF TECHNOLOGY NORTH CAMPUS

PARKING STRUCTURE

Atlanta, GA

- Condition evaluation

GRAND CASINO

Biloxi, MS

- Hurricane and storm surge damage evaluation for parking garage and ancillary structures

GRANVILLE BEACH PARKING GARAGE

Chicago, IL

- Condition assessment

GRANT AND WOOD STREET GARAGE

West Lafayette, IN

- Preparation of design details and outlining of specifications for seismic modifications

GRANT PARK NORTH GARAGE

Chicago, IL

- Investigation, repair designs, and construction observation for the two-story, 100-vehicle underground parking garage

GREENWICH AMERICAN CENTRE PARKING

Greenwich, CT

- Investigation, repair design, and construction observation for an approximately 500,000 square foot parking structure

GROSSINGER CITY AUTOPLEX GARAGE

Chicago, IL

- Repair services

HARBOR POINT CONDOMINIUM PARKING GARAGE

Chicago, IL

- Repair document preparation

HARBOUR RIDGE

Honolulu, HI

- Parking deck restoration and waterproofing

HAYWOOD PARK PROMENADE

Ashville, NC

- Determine cause of leaking in parking deck

HIGHLAND OAKS PARKING GARAGE

Downers Grove, IL

- Construction observation and administration for repairs



EXPERIENCE LIST

Parking Structure Projects

HOLLEY COURT PARKING GARAGE

Oak Park, IL

- Investigation of cracking of beam/column joint and cracking of beams in garage expansion

HUNTINGTON PARK GARAGE

Cleveland, OH

- Phase I design study

IBM PARKING GARAGE

Chicago, IL

- Re-inspection of garage and develop repair documents

INTER-CONTINENTAL HOTEL

Chicago, IL

- Repairs to parking garage

INTERNATIONAL CENTER PARKING GARAGE

Bloomington, MN

- Repair design and construction observation

INTRUST BANK PARKING GARAGE

Wichita, KS

- Repair plans and specifications, construction period services, remediation of parking garage deterioration

JC PENNEY HEADQUARTERS PARKING GARAGE

Plano, TX

- Construction administration for waterproofing and related remediation; periodic inspection of inverted and double tees

JACOBSON'S PARKING STRUCTURE

Grosse Pointe, MI

- Structural evaluation and assessment

JOHN HANCOCK TOWER PARKING GARAGE

Chicago, IL

- Detailed evaluation and materials testing
- Investigation and repair design of helical ramp

KENSINGTON HEALTH CARE CENTER

Evanston, IL

- Investigation into deterioration of underground parking garage

LAKE POINT TOWER

Chicago, IL

- Masonry repairs to the base building

LAMBERT FIELD GARAGE

St. Louis, MO

- Repaired expansion joint review

LAREDO NATIONAL BANK

Laredo, TX

- Petrographic study of spalled concrete from parking garage precast wall panel

LINCOLN TOWER PARKING GARAGE

Springfield, IL

- Repair and construction design; observation

LUAU CONDOMINIUMS PARKING STRUCTURE

Miramar Beach, FL

- Evaluation of post tensioning strand failures

MALIBU CONDOMINIUMS

Chicago, IL

- Investigation, repair designs, and construction observation for the four-story, reinforced concrete parking structure

MALL OF AMERICA

Minneapolis, MN

- Test failed bearing pads

MANHATTANVILLE BUS DEPOT

New York, NY

- Investigation of masonry facade

MBTA SOUTH STATION BUS TERMINAL

Boston, MA

- Engineering evaluation and testing services

MIAMI DADE COLLEGE

Doral, FL

- Professional services related to west campus parking garage collapse

MID-AMERICA PLAZA

Oakbrook Terrace, IL

- Investigation and repair designs for fire damaged region of post-tensioned parking garage

MIDTOWN PARKING STRUCTURE

Rochester, NY

- Condition survey, laboratory investigation of concrete samples, and repair recommendations for the three-level, 1,800-car underground parking garage

MILLENNIUM PARK GARAGE

Chicago, IL

- Repair construction documents and construction phase services



EXPERIENCE LIST

Parking Structure Projects

MONTGOMERY COUNTY GOVERNMENT

DIVISION OF PARKING

Bethesda and Silver Spring, MD

- Five-year term contract covering condition surveys, investigations, repair designs and construction observation services for seventeen municipal parking garages

MORGAN STATE UNIVERSITY

Baltimore, MD

- Rotational remediation activities for student center garage

MOUNTAIN SHADOWS CONDOMINIUM

Denver, CO

- Investigation and repair design

NATURAL GAS PIPELINE COMPANY

Lombard, IL

- Investigation and repair designs for a three-story precast parking garage

NEUSTETER PARKING GARAGE

Denver, CO

- Prepurchase inspection

NEWPORT CONDOMINIUM

Chicago, IL

- Parking garage column repair

NIH PARKING GARAGE

Bethesda, MD

- Investigation of a collapse during construction

NORMANDALE LAKE OFFICE PARK

Bloomington, MN

- Prepurchase inspection

NORTH CAPITAL AVENUE PARKING STRUCTURE

Lansing, MI

- Condition survey

NORTH MEMORIAL MEDICAL CENTER

Robbinsdale, MN

- Investigation to determine cause of the collapse of the roof level

NORTH POINT MALL

Alpharetta, GA

- Peer review of parking deck

NORTH SHORE PARKING GARAGE

Pittsburgh, PA

- Investigation of double tee flange reinforcing

NORTHWESTERN MUTUAL PARKING GARAGE

Milwaukee, WI

- Condition survey and maintenance program

OAK BROOK TOWERS

Oak Brook, IL

- Investigation and repair designs for a two-story reinforced concrete parking structure

OAK COURT MALL

Memphis, TN

- Investigation of the causes of asphalt membrane failure

ONE EAST WACKER

Chicago, IL

- Investigation of plaza leaks into below-ground parking garage

ONE OAKBROOK TERRACE

Oakbrook Terrace, IL

- Evaluation and load test of tee girder connections

PACIFIC FINANCIAL PARKING GARAGE

Newport Beach, CA

- Water leak investigation of deck

PARK CENTER

Tulsa, OK

- Evaluation and load test of tee girder connections

PARK CENTRAL BUILDING PARKING GARAGE

Denver, CO

- Repair evaluation, design and structure repairs, and construction services

PARK CHEESMAN APARTMENTS PARKING GARAGE

Denver, CO

- Investigation of water infiltration problems and concrete damage and repair recommendations

PARK PLACE PARKING GARAGE

Chicago, IL

- Investigation and repair designs for a two-story, post-tensioned concrete parking structure

PERRY STREET PARKING GARAGE

Blacksburg, VA

- Hokie stone distress investigation

PFISTER HOTEL

Milwaukee, WI

- Condition investigation and structural evaluation of hotel parking structure



EXPERIENCE LIST

Parking Structure Projects

PITTSBURGH AIRPORT GARAGE

Pittsburgh, PA

- Investigation of low strength of newly placed concrete

PHOENICIAN RESORT

Phoenix, AZ

- Concrete and construction problems investigation

PIERRE LACLEDE CENTER GARAGES

Clayton, MO

- Construction observation and administration; repair of parking garage upper level

PLAZA EAST PARKING STRUCTURE

Milwaukee, WI

- Development of repair plans and specifications

PLAZA GARAGE PARKING STRUCTURE

Olympia, WA

- Condition survey of deteriorated concrete

PRESIDENTS PLAZA PARKING GARAGE

Chicago, IL

- Investigation, repair recommendations, and construction observation for three different parking structures

PRUDENTIAL PLAZA

Chicago, IL

- Prepared specifications and inspected the installation of a waterproofing membrane

PURDUE UNIVERSITY

West Lafayette, IN

- Bidding and construction services; seismic resistance evaluation of a six-story precast/prestressed concrete parking structure

QUORUM NORTH PARKING DECK

Dallas, TX

- Parking deck investigation and repair

RENAISSANCE CLEVELAND PARKING GARAGE

Cleveland, OH

- Repair investigation and litigation consulting
- Parapet impact damage repairs

REPUBLIC CENTER PARKING GARAGE

Chattanooga, TN

- Water leakage investigation and structural repairs

REPUBLIC PLAZA

Denver, CO

- Repair designs for parking garage

RESEARCH ON *PREDICTING VOLUME CHANGE MOVEMENTS AND FORCES IN BUILDINGS*

Chicago, IL

RESORT QUEST WAIKIKI BEACH HOTEL

Honolulu, HI

- Repairs and construction

SAN TROPAI CONDOMINIUM GARAGE

Palatine, IL

- Observation of garage repairs
- Preparation of repair specifications

SANDBURG VILLAGE

Chicago, IL

- Development bracing techniques and procedures for contract to replace parking garage floor slab

SEARCH PLAZA PARKING GARAGE

Dallas, TX

- Petrographic examination of spalled off joist samples

SENATE UNDERGROUND GARAGE

Washington, D.C.

- Renovations and landscape restoration

SENTRY INSURANCE

Stevens Point, WI

- Investigation and repair designs for a four-story, 1,700 vehicle reinforced concrete parking structure

SHAKER TOWER CONDOMINIUM PARKING GARAGE

Cleveland, OH

- Preparation of documents for repairs

SHERATON HOTEL

Cancun, Mexico

- Condition survey of corrosion distress

SHORELINE TOWERS PARKING GARAGE

Chicago, IL

- Litigation consulting

SILVER SPRING TRANSIT CENTER

Washington, D.C.

- Concrete and post-tensioning assessment

SKY HARBOR AIRPORT CAR RENTAL GARAGE

Phoenix, AZ

- Investigation of collapse



EXPERIENCE LIST

Parking Structure Projects

SOVEREIGN PARKING GARAGE

New York, NY

- Investigation, repair design, and CPS

ST. FRANCIS HOSPITAL PARKING GARAGE

Evanston, IL

- Investigation of parking garage; engineering services for trial repairs and testing

ST. JOSEPH'S HOSPITAL PARKING GARAGE

Chicago, IL

- Investigation and repair designs for a six-story parking garage

ST. LUKE'S HOSPITAL

Davenport, IA

- Investigation of silica fume concrete

ST. VINCENT INDIANAPOLIS HOSPITAL

Indianapolis, IN

- Evaluation of beam collapse in parking garage and overall condition assessment of the structure

STATESMAN CONDOMINIUM

Chicago, IL

- Investigation and repair designs for a sixty-five vehicle parking structure

STONEBRIAR CENTRE PARKING GARAGE

Frisco, TX

- Engineering consultation and documentation services

SOUTHFIELD TOWN CENTER PARKING STRUCTURE

Southfield, MI

- Condition survey

SUNTRUST BANK PARKING STRUCTURE

Macon, GA

- Evaluation and repair
- Preparation of bid documents and construction observation

THOMAS TRADE CENTER

Honolulu, HI

- Development of drawings and specifications to waterproof parking deck

TRENTON FEDERAL COURTHOUSE

Trenton, NJ

- Investigation of cracking in parking garage slabs

TROPICANA PARKING GARAGE

Atlantic City, NJ

- Major load test of parking structure

TOWER CONDOMINIUMS

Tuckahoe, NY

- Evaluation of parking garage beam

TOWER PLACE GARAGE

Cincinnati, OH

- Condition assessment; preparation of contract documents for repairs; construction observation

TOWNSITE PARKING GARAGE

Cincinnati, OH

- Condition assessment; preparation of contract documents for repairs; construction observation

TROPICANA PARKING GARAGE

Atlantic City, NJ

- Materials testing and litigation consulting

TWO BALA PLAZA

Bala Cynwyd, PA

- Investigation, expansion joint repair design, and construction observation for an approximately 500,000 square foot parking structure

UNION STATION

Chicago, IL

- Sidewalk beam framing inspection

UNIVERSAL NORTH GARAGE

Washington, D.C.

- Preparation of repair documents and construction period services
- Design column repair and shoring

UNIVERSITY OF MASSACHUSETTS

Amherst, MA

- Investigation of collapse of concrete wall panels from garage

UNIVERSITY OF NORTH CAROLINA

Charlotte, NC

- Spalled concrete investigation

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

Dallas, TX

- Repair design for immediate priority items for five parking garages

UST PARKING GARAGE

Greenwich, CT

- Investigation, repair design, and CPS
- Saved \$1,000,000 compared to other engineer's design



EXPERIENCE LIST

Parking Structure Projects

WAIKIKI GALLERIA TOWER

Honolulu, HI

- Repairs to concrete parking structure

WASHINGTON STATE UNIVERSITY PARKING GARAGES

Pullman, WA

- Condition assessment

WASHINGTON UNIVERSITY IN ST. LOUIS

Clayton, MO

- Engineering assistance with garage repairs
- Construction period services for Danforth, Millbrook, and Shepley parking garage repairs

WEYBURN AT TIVERTON AVENUE PARKING DECK

Los Angeles, CA

- Construction documents for repair and construction phase services

WHEATON MALL PARKING GARAGE

Wheaton, MD

- Structural problem investigation
- Advisement on repairs proposed by others

WEXFORD TERRACE PARKING GARAGE

Queens, NY

- Failed repairs investigation
- Restoration recommendations

WILLOUGHBY GARAGE REPAIRS

Chevy Chase, MD

- Design study and contract document development
- Construction period services during ongoing repairs

WINTON PLACE CONDOMINIUMS

Cleveland, OH

- Parking garage condition assessment

WESTIN LA PALOMA RESORT

Tucson, AZ

- Cause of damage assessment and repair recommendation

WESTMOUNT PLACE

Phoenix, AZ

- Garage substructure investigation

WHITE PLAINS PARKING GARAGE

White Plains, NY

- Garage assessment and repair design

WILLOW PARK CONDO PARKING GARAGES

Queens, NY

- Failure of repairs investigation

WINSTON TOWERS PARKING GARAGE

Chicago, IL

- Repair specifications and construction observation

YALE UNIVERSITY

New Haven, CT

- Parking garage condition assessment



APPENDIX C. PERSONNEL QUALIFICATIONS

Matthew E. Lewis | Senior Associate



EDUCATION

- Michigan Technological University
 - Bachelor of Science, Civil Engineering, 2002
 - Master of Science, Civil Engineering, 2003

PRACTICE AREAS

- Code Compliance Review
- Construction Observation
- Damage Assessment and Documentation
- Litigation Consulting
- Testing and Instrumentation
- Repair and Rehabilitation Design
- Structural Evaluation

REGISTRATIONS

- Professional Engineer in MI

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction (AISC)
- Detroit Area Construction Association (DACA)

CONTACT

mlewis@wje.com
248.593.0900
www.wje.com

EXPERIENCE

Matthew Lewis is experienced in the investigation of historic buildings, parking structures, stadiums, municipal structures and smokestacks, as well as retail, office and residential buildings. His projects involve field investigation, structural analysis, nondestructive testing and instrumentation, structural damage and failure assessment, preparation of construction documents and drawings, and building code investigation. Mr. Lewis also has experience as a Level 1 infrared thermographer through the Infrared Training Center (ITC) and is a Level 1 member of WJE's difficult access team.

As a graduate student at Michigan Technological University, Mr. Lewis performed research in fatigue analysis and evaluation of large steel overhead sign support structures. The result of his work was a comparative method for structures based on a combination of their economic and performance characteristics. This method was made available to state departments of transportation nationwide for use in the development of a stronger, more economic sign support structure.

REPRESENTATIVE PROJECTS

Construction Observation

- Conner Creek - Detroit, MI: Observation of extensive reinforced concrete repairs in a historic CSO facility
- Palo Verde Water Reclamation Facility - Palo Verde, AZ: Observation of concrete repairs for large water treatment structures at nuclear power plant

Damage Assessment and Documentation

- Cadillac Place - Detroit, MI: Causation investigation for partial collapse of historical plaster ceiling
- Joplin Schools - Joplin, MO: Structural assessment of tornado damage at multiple educational facilities

Litigation Consulting

- Center for Forensic Psychiatry - Ann Arbor, MI: Analysis of construction change order items related to project cost overrun and delay
- Criminal Justice Center - Huntsville, AL: Extensive field inspection and evaluation of construction documents for new correctional facility

Testing and Instrumentation

- Comerica 411 Building - Detroit, MI: Use of ground penetrating radar to locate post-tensioned tendons during repair and renovation construction
- M-25 Bridge Replacement - Caseville, MI: Condition surveys and construction vibration monitoring for historic buildings

Structural Evaluation

- Arkansas Public Schools - Little Rock and Morrilton: Field inspection of fire-retardant-treated truss structures
- Major Retail Store Chain - Various Locations Nationwide: Field inspection, structural analysis, repair recommendations, and design for large metal-frame buildings

Mark R. Krueger | Principal



EDUCATION

- Michigan Technological University
 - Bachelor of Science, Civil Engineering, 1984
- Princeton University
 - Master of Science, Engineering, 1986

PRACTICE AREAS

- Damage Assessment
- Failure Investigation
- Materials Evaluation
- Repair and Rehabilitation Design
- Structural Evaluation
- Testing and Instrumentation
- Wood Testing and Analysis

REGISTRATIONS

- Professional Engineer in MI and NJ

PROFESSIONAL AFFILIATIONS

- American Concrete Institute
- Building Owners and Managers Association
- International Facility Managers Association
- Structural Engineers Association of Michigan

CONTACT

mkrueger@wje.com
248.593.0900
www.wje.com

EXPERIENCE

Since joining WJE in 1986, Mark Krueger has gained extensive experience in field and analytic assessment of new and historic structures. His experience extends to peer review of design documents; prepurchase surveys; repair design and construction period services for parking structures and precast concrete facades; monitoring of climate, construction activity, and structural response; analysis, inspection, and load testing of wood trusses; and assessment of construction materials. He has particular experience in the assessment of the damage or collapse of steel, wood, and masonry structures and their damage from settlement, wind, explosion, earthquake, snow, vibration, tornado, impact, fire, water, and nearby construction.

Mr. Krueger has served numerous times as an expert in strength loss of fire-retardant-treated wood and attic ventilation as well as structural engineering for precast concrete, pre-engineered metal buildings, and residential wood construction. He has also served as an expert in wood testing, building code issues, standard of care, construction contract administration, thermal and moisture effects in structures, construction materials issues, and underground piping failures.

REPRESENTATIVE PROJECTS

Damage Assessment

- Family Dollar - LA and MS: Katrina storm and flood damage in multiple stores
- Detroit Music Hall - Detroit, MI: Assessment of damage from utility explosion

Failure Investigation

- Twelve Oaks Mall - Novi, MI: Floor tile bond failure repair
- Flushing High School - Flushing, MI: Fatal masonry wall collapse
- Alpinist Building - Walker, MI: Failure of underground fire service main and related damage

Materials Evaluation

- Heritage in the Hills - Auburn Hills, MI: Deterioration of concrete driveways and sidewalks
- NMU Utility Vaults - Marquette, MI: Deterioration of underground concrete vaults

Repair and Rehabilitation Design

- North Hall - Ann Arbor, MI: Assessment and repair design for settlement distress of historic masonry
- Conner Creek CSO - Detroit, MI: Assessment, repair design, and construction period services for underground concrete CSO conveyance structures
- Trillium Parking Deck - Northridge, CA: Assessment and design of earthquake damage repairs

Testing and Instrumentation

- Javits Convention Center - New York, NY: Monitoring of structural response with computerized system of electronic sensors
- MDOT Bridge Repairs - Multiple Locations in MI: Monitoring of construction vibrations

Wood Testing and Analysis

- Whiting Healthcare - Whiting, NJ: Assessment of strength and temperature of fire-retardant-treated (FRT) wood roof framing
- Cummings Equine Center - Haslett, MI: Inspection and analysis of cause of wood roof truss collapse

TECHNICAL COMMITTEES

- BOMA - Education Committee
- SEAMi - past president and Code Committee chair
- 2009 Michigan Building Code Review Committee



EDUCATION

- Isfahan University of Technology
 - Bachelor of Science, Civil Engineering, 2010
- University of Surrey
 - Master of Science, Structural Engineering, 2011
- University of Toledo
 - Master of Science, Civil Engineering, bridge engineering emphasis, 2014

PRACTICE AREAS

- Structural Design (New Construction)
- Repair and Rehabilitation Design
- Structural Evaluation
- Structural Analysis/Computer Applications
- Failure/Damage Investigations
- Concrete/Masonry Structures
- Steel Structures
- Wood/Heavy Timber Structures

REGISTRATIONS

- Professional Engineer in MI

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction (AISC)
- Structural Engineers Association of Michigan (SEAMi)

CONTACT

ohashtroodi@wje.com
248.594.0161
www.wje.com

EXPERIENCE

Since joining WJE in 2018, Owjan Hashtroodi has been involved with projects related to structural engineering and architecture. His typical responsibilities have included investigation, analysis and nondestructive testing of existing and damaged concrete, steel, wood, and masonry structures. Mr. Hashtroodi has also been responsible for the development of technical repair and rehabilitation documents, construction observations, drawings, and specifications.

Prior to joining WJE, Mr. Hashtroodi managed projects involving the design of new buildings with a wide variety of materials, including concrete, masonry, steel, wood, heavy timber, and cold-formed steel. He has provided a range of services from feasibility studies through construction administration tasks. Mr. Hashtroodi has provided consulting and design services for numerous building types, including residential, commercial, educational, industrial, mixed-use, mid-rise, vehicular, and pedestrian bridges.

REPRESENTATIVE PROJECTS

Structural Design (New Construction)

- Flint Cultural Center School - Flint, MI: New 78,000-square-foot steel building with composite floor, DLH roof joists, and a combination of cantilevered columns and CMU shear wall lateral systems*
- Anderson Brothers Bank - Myrtle Beach, SC: New one-story 4,500-square-foot building with a high center roof, a drive-through canopy, and decorative entrance canopy; steel building with roof joists and a combination of braced and moment frames in a region with high seismic and high wind speeds*
- Adrian College Boathouse - Manitou Beach, MI: New 13,000-square-foot building with concrete basement walls, composite floor, exposed heavy timber trusses, and porch deck with cantilevering glulam wood beams*
- M1 Concourse, Building 13 - Pontiac, MI: New 25,000-square-foot parking garage with slab on grade, full mezzanine level with car elevator cut-outs and an occupiable roof; structural system of the building consisted of steel columns with composite floor deck and steel-braced frames*

- College Boulevard Bridge - Grants, NM: Design of a vehicular composite steel girder bridge (thirty-six feet wide by fifty-eight feet long with two six-foot-wide pedestrian sidewalks)*

Repair and Rehabilitation Design

- St. Clair Inn - St. Clair, MI: Renovation and new addition to the historic inn, addition of three new two-story cottages, two wedding chapels, new rooftop balcony, removal of existing roof and addition of new third floor with hotel rooms, and new three-story banquet facility of mixed steel and wood structure supported by a deep foundation system, consisting of concrete grade beams and H-piles*
- Cadillac House - Lexington, MI: Retrofit and renovation of the historic 1859 Cadillac House to its original exterior look, the renovation included the design of new roof cupola, porch, elevator, and staircase; reinforcement of existing floor and design of a new lateral system*
- Concrete Pedestrian Canopy - Dearborn, MI: Assessment and preparation of repair construction documents and specifications for distressed concrete canopies

Structural Evaluation

- Second Sweet Home Church - Detroit, MI: Field inspection, structural analysis, and nondestructive testing for assessment of glued-laminated wood arches
- Cabot Street Warehouse - Detroit, MI: Field inspection, condition assessment, and structural analysis of elevated concrete platform, exterior mat foundation, and damaged steel columns due to impact loads
- Henry Ford Hospital Parking Structures - Detroit, MI: Field inspection and condition assessment to identify hazardous conditions; preparation of field notes to report findings

Failure/Damage Investigations

- General Broach Company - Morenci, MI: Investigation of cause of roof collapse and extent of damage; repair recommendations

**Indicates with previous firms*



EDUCATION

- Lawrence Technological University
 - Bachelor of Science, Architecture, 2010
 - Bachelor of Science, Civil Engineering, 2010
 - Master of Civil Engineering, 2014

PRACTICE AREAS

- Repair and Rehabilitation Design
- Structural Evaluation
- Concrete Structures
- Failure/Damage Investigations
- Facade Inspections
- Water Leakage Assessment
- Testing and Instrumentation

REGISTRATIONS

- Professional Engineer in MI

CONTACT

allobbestael@wje.com
248.593.0900
www.wje.com

EXPERIENCE

Since joining WJE in 2007, Andrew Lobbestael has been involved with numerous projects related to both structural engineering and architecture. His typical responsibilities have included the investigation and analysis of existing and damaged structures, nondestructive evaluation of concrete, development of repair and rehabilitation documents, and construction observations. He has performed a variety of structural analyses on steel, concrete, masonry, and wood.

Mr. Lobbestael has investigated several structural failures and has performed numerous water infiltration investigations. The water infiltration investigations have solved long-term water infiltration issues. Additionally, he has performed construction vibration monitoring and performed vibration-related damage assessments. Prior to joining WJE, Mr. Lobbestael performed construction materials testing.

REPRESENTATIVE PROJECTS

Repair and Rehabilitation Design

- 411 West Lafayette - Detroit, MI: Waterproofing, post-tensioning, and traffic bearing membrane repairs (multiple years)
- Trotter House - Ann Arbor, MI: Repair design and construction document development for masonry repairs, wood window restoration, and facade cleaning
- Arbor Circle Apartments - Ypsilanti, MI: Assessment and repair design of wood framed balconies

Structural Evaluation

- Hoover Building - Ann Arbor, MI: Condition assessments, analysis, and repair design of historic wood trusses for World War I-era factory building
- Karas House Catering - Redford, MI: Bowstring truss failure investigation, analysis, and litigation support
- Materials Processing Warehouse - Riverview, MI: Roof collapse investigation, analysis, and litigation support
- Globe Building - Detroit, MI: Structural analysis of existing wood framing for new mechanical equipment loading

- Grayhaven Marina Village - Detroit, MI: Prepurchase condition survey of multiple wood framed residential structures

Concrete Structures

- JSP South Building - Detroit MI: Condition assessment and design of repairs to 1940s-era concrete frame building.
- Southfield Town Center Parking Structures - Southfield, MI: Condition assessment of multiple parking structures, repair design, and construction period inspections
- Beaumont Hospital Parking Structure - Grosse Pointe, MI: Construction period services during concrete and waterproofing repairs (multiple years)
- Pine Tower - Bay City, MI: Assessment of precast concrete columns and estimate of remaining service life

Failure/Damage Investigations

- Williams Natatorium - Bloomfield Hills, MI: Investigation and petrographic examination of deteriorated natural stone pool deck
- Best Textiles - Warren, MI: Assessment of reported structural damage at multiple residences caused by natural gas explosion
- Carlyle Place Apartments - Clinton Township, MI: Use of ground penetrating radar (GPR) to assess extent of voiding beneath slab from water main break
- Lake Local Schools - Lake, OH: Assessment of structural damage at multiple buildings caused by tornado

Testing and Instrumentation

- GM Warren Technical Center - Warren, MI: Instrumentation and testing of components of steel rod supported stair case to estimate in-situ tension
- Temple Beth El - Bloomfield Hills, MI: Load-tested fall arrest anchorages
- 413 East Huron - Ann Arbor, MI: Remote monitoring of construction vibrations using engineering seismographs

PROFESSIONAL AFFILIATIONS

- American Concrete Institute - Greater Michigan Chapter
- International Concrete Repair Institute, Michigan Chapter president



EDUCATION

- University of Kentucky
 - Bachelor of Science, Civil Engineering, 2003
- University of Illinois at Urbana-Champaign
 - Master of Science, Structural Engineering, 2004

PRACTICE AREAS

- Repair and Rehabilitation Design
- Concrete Structures
- Steel Structures
- Parking Structures
- Plazas and Terraces
- Failure/Damage Investigations
- Construction Troubleshooting
- Structural Analysis/Computer Applications

REGISTRATIONS

- Professional Engineer in HI, ND, and WI
- Structural Engineer in IL and NE

PROFESSIONAL AFFILIATIONS

- American Concrete Institute (ACI)
- Post-Tensioning Institute (PTI)
- Structural Engineers Association of Illinois (SEAOI)

TECHNICAL COMMITTEES

- PTI DC-60: Repair, Rehabilitation, and Strengthening Field Personnel Certification
- PTI DC-80: Repair, Rehabilitation, and Strengthening Committee, chair

EXPERIENCE

Tracy Naso specializes in the investigation and repair of reinforced concrete structures, including conventional, post-tensioned, prestressed, and antiquated systems. Her experience includes a wide variety of structures, including tunnels, parking structures, plazas, stadiums, pools, and high-rise towers. Ms. Naso also investigates failures and collapse due to storms, fire, extreme events, and structural deficiency. She is experienced with available methods of nondestructive testing and sampling to establish properties of existing structures and has developed expertise in the selection of strengthening, repair, and waterproofing methods and materials. Ms. Naso designs structural repairs for the remediation and strengthening of new and existing structures, develops construction documents, and provides construction period observation and administration services for the implementation of repair designs.

REPRESENTATIVE PROJECTS

Repair and Rehabilitation Design

- Olympia Centre - Chicago, IL: Development of nonlinear inelastic analysis computer model to determine structural behavior and structural repair design to address shear failure of multiple transfer girders in a sixty-four-story reinforced concrete structure
- 400 East Randolph - Chicago, IL: Repair and renovation of reinforced concrete pool and geodesic glass and metal dome structures
- Warehouse Conversion - Chicago, IL: Evaluation of existing historic masonry and concrete structure for reuse for offices and the addition of new floor
- Northwestern University Utility Tunnels - Evanston, IL: Condition assessment and restoration program for one-hundred year old tunnel system

Concrete Structures

- International Airport - FL: Condition assessment and repair of elevated concrete guideway for Automated People Mover system
- University of Nebraska, Memorial Stadium - Lincoln, NE: Condition assessment and repair for ongoing stadium rehabilitation work

Parking Structures

- Hospital Parking Garage - Hoffman Estates, IL: Assessment of structural cracking, investigation of failure of structural connectors and sealants, and evaluation of deficient materials in ten-year-old precast/prestressed concrete parking structure
- Baxter Healthcare - Deerfield, IL: Annual assessment and repair of steel-framed parking structures
- Corporate Headquarters - Milwaukee, WI: Condition assessment and repair of post-tensioned concrete parking structure, modification of structure for new exit, and comprehensive review of wayfinding system
- Intrust Bank Parking Garage - Wichita, KS: Condition assessment and repair of post-tensioned concrete parking structure

Plazas and Terraces

- Residential High-Rise - Milwaukee, WI: Investigation of structural deterioration and extensive leakage in recently repaired plaza; repair design; and litigation support

Failure/Damage Investigations

- Optima Horizons - Evanston, IL: Assessment and strengthening of reinforced concrete floors exhibiting excessive deflection, cracking, and punching shear distress
- Commercial Building - Chicago, IL: Determination of cause of failure of structural connections between precast structural member in three-year old building
- Grocery Store Roof Collapse - Brookfield, WI: Investigation of collapse and repair of steel truss roof
- Fire Damage to Commercial and Residential Buildings - Various Structures in WI and IL: Evaluation of damage caused by fire to unreinforced masonry structures and wood-framed residential structures

CONTACT

tnaso@wje.com
847.272.7400
www.wje.com

Sarah V. Rush | Senior Associate



EDUCATION

- Michigan Technological University
 - Bachelor of Science, Civil Engineering, 2010
 - Master of Science, Civil Engineering, 2012

PRACTICE AREAS

- Failure/Damage Investigation
- Repair and Rehabilitation
- Structural Analysis
- Fire Damage
- Facade Assessment
- Nondestructive Evaluation
- Water/Air Leakage Assessment
- Roofing and Waterproofing

REGISTRATIONS

- Professional Engineer in MI

PROFESSIONAL AFFILIATIONS

- American Concrete Institute - Greater Michigan Chapter

CONTACT

srush@wje.com
248.593.0900
www.wje.com

EXPERIENCE

Sarah Rush has been involved in numerous projects of various structure types and objectives related to both structural engineering and architecture. Her responsibilities have included field investigation and analysis of existing and damaged structures, development of technical repair and rehabilitation documents, and construction observations. She has performed structural analysis on steel, concrete, masonry, and wood structures. Ms. Rush has assisted with several nondestructive investigations and completed multiple condition assessments. Additionally, she has experience in litigation assistance, code review, and water infiltration investigations.

As a graduate student at Michigan Technological University, Ms. Rush performed finite element modeling and shrinkage testing of polymer and steel fiber reinforced ultra-high performance concrete as a bonded overlay on concrete bridge decks. The result of this work was a comparative method to standard overlay technologies based on economic, performance, constructability, and service life characteristics.

REPRESENTATIVE PROJECTS

Structural Analysis

- Mt. Zion - Clarkston, MI: Structural steel evaluation of a curved, three-dimensional, partial roof collapse
- Aunt Millie's Bakery - Plymouth, MI: Condition assessment of a distressed, elevated concrete slab, including analysis and repair recommendations
- Indoor Athletic Facility - College Station, TX: Assessment and testing of the steel cable bracing systems of two fabric-hoop structures after a partial roof collapse
- Major Retail Store Chain - Various Locations Nationwide: Field inspection, structural analysis, repair recommendations, and design for large metal frame buildings

Fire Damage

- Pontiac Central High School - Pontiac, MI: Structural assessment of fire damage to elevated concrete slab and concrete masonry

- Rue Versailles Apartments - Oak Park, MI: Structural assessment of fire damage to a wood-framed apartment building and preparation of technical repair documents

Facade Assessment

- Grand Park Centre - Detroit, MI: Condition assessment, including terra cotta, limestone, and clay brick masonry elements submitted to owner and City of Detroit to satisfy facade ordinance requirements
- Metropolitan United Methodist Church - Detroit, MI: Condition assessment, technical repair document development, and construction observation services, including sandstone, granite, and brick masonry elements
- C. C. Little Building, University of Michigan - Ann Arbor, MI: Condition assessment, water infiltration testing, technical repair document development, and construction observation services, including clay brick masonry and limestone elements
- Beaumont Hospital - Grosse Pointe, MI: Condition assessment, technical repair document development, and construction observation services, including clay brick masonry walls

Nondestructive Evaluation

- Automotive Manufacturing Facility - Saginaw, MI: Use of impact echo to locate distressed concrete in elevated concrete slab
- Carlyle Place Apartments - Clinton Township, MI: Use of ground penetrating radar to locate voids in concrete slab on ground

Water/Air Leakage Assessment

- Auto-Owners Insurance Headquarters - Lansing, MI: Water infiltration quality insurance testing of unitized curtain wall panel and insulated wall panel joints and tie-ins during recladding construction

Roofing and Waterproofing

- 35th Macomb Centre - Clinton Township, MI: Condition assessment, design, and construction observation services of tearoff and installation of EPDM membrane system



EDUCATION

- Alpena Community College
 - Associate of Applied Science, Concrete Technology, 2009
- Michigan State University
 - Bachelor of Science, Civil Engineering, 2016
 - Master of Science, Structural Engineering, 2017

PRACTICE AREAS

- Damage Assessment
- Failure Investigation
- Materials Evaluation
- Repair, Retrofit, and Rehabilitation Design
- Structural Evaluation
- Testing and Instrumentation

REGISTRATIONS

- Professional Engineer in Michigan

PROFESSIONAL AFFILIATIONS

- American Concrete Institute
- American Society of Civil Engineers
- ASTM International
- International Facilities Management Association of Michigan
- Structural Engineers Association of Michigan

TECHNICAL COMMITTEES

- ASTM C09.64 - Concrete and Concrete Aggregates: Nondestructive and In-Place Testing
- ASTM C09.97 - Concrete and Concrete Aggregates: Manual of Testing

EXPERIENCE

Since joining WJE in 2017, Derek Hibner has been involved with numerous projects relating to both structural engineering and architecture. His experience extends to peer review of design documents, design and construction period services for repair projects, field investigation, structural analysis, nondestructive testing and instrumentation, and structural damage/failure assessments.

As a graduate student at Michigan State University, Mr. Hibner performed research on the residual axial capacity of fire exposed reinforced concrete columns. The results of his research have led to a better understanding of how much axial capacity a concrete column retains after being exposed to realistic fires.

Prior to graduate school, Mr. Hibner was employed at a construction consulting company where he was responsible for performing a wide variety of construction materials testing and field inspection tasks, including compaction testing of backfilled soils, asphalt testing, concrete testing, structural steel inspection, fireproofing inspection, floor flatness/levelness testing, deep foundation installation inspection, and geotechnical engineering investigation.

REPRESENTATIVE PROJECTS

Damage Assessment

- Les Stanford Chevrolet - Dearborn, MI: Assessment of extent of fire damage and recommendations for removal of damaged steel members
- Green Hills Apartments - Midland, MI: Assessment of extent of fire and water damage and assessment of code provisions applicable to the repair
- Hurricane Harvey Related Water Damage - Houston, TX: Water infiltration testing and condition surveys to assess the type and extent of damage
- Meridian Magnesium - Eaton Rapids, MI: Assessment of extent of fire and explosion damage; design of structural steel and concrete repairs

Failure Investigation

- Battle Creek City Hall - Battle Creek, MI: Investigation and repair recommendations for historic terra cotta cladding failure

- Holiday Inn Express & Suites - Southgate, MI: Investigation of cause of break in fire suppression line

Materials Evaluation

- Michigan State University, Super-Conducting Radio Frequency High Bay - East Lansing, MI: Geotechnical investigation for foundation design; deep foundation installation inspection*

Repair, Retrofit, and Rehabilitation Design

- Marquette Building Banner Attachment Design - Detroit, MI: Anchor system design for multistory exterior banner attachment to building facade
- Dix Dam Bridge Repairs - Lancaster, KY: Construction period monitoring of concrete repairs

Structural Evaluation

- 211 E. Grand River Peer Review - East Lansing, MI: Review of bracing design documents for existing wall provided by engineer of record
- Grand Circus Parking Garage - Detroit, MI: Concrete condition assessment and repair design
- Cass Avenue Parking Garage - Detroit, MI: Concrete condition assessment and repair design

Testing and Instrumentation

- REO Town Power Plant - Lansing, MI: Mass concrete temperature sensor installation and monitoring, structural steel inspection, and construction materials testing*
- Michigan State University, Eli and Edythe Broad Art Museum - East Lansing, MI: Concrete materials testing of self-consolidating concrete; structural steel inspection*
- Advance Building Parking Structure - Southfield, MI: Use of ground penetrating radar technology to locate prestressing tendons in precast concrete members

**Indicates projects with other firms*

CONTACT

dhibner@wje.com
248.594.0154
www.wje.com



EDUCATION

- University of Michigan
 - Bachelor of Science, Civil Engineering, 2018
 - Master of Science, Civil Engineering, 2019

PRACTICE AREAS

- Parking Structures
- Failure Investigation
- Structural Evaluation
- Structural Analysis
- Repair and Rehabilitation Design
- Facade Assessment

CONTACT

jbarden@wje.com
248-593-0900
www.wje.com

EXPERIENCE

Justin Barden has been involved in many projects relating to structural engineering. He has been involved in field investigations, structural analyses, structural damage and failure assessment, and the preparation of construction documents and drawings.

Mr. Barden has performed investigations, developed repair designs, and performed construction observations of concrete, steel, and wood structures. Additionally, at previous firms, he was involved in many concrete structure projects, especially parking structures.

REPRESENTATIVE PROJECTS

Parking Structures

- Henry Ford Health Systems - Detroit, MI: Condition assessment and development of repair and maintenance plan of a two-way reinforced concrete structure
- Beaumont Hospital - Dearborn, MI: Evaluation of pre-stressed, double-tee beam structure with corrosion related distress
- NOW Parking Structure - Birmingham, MI: Condition assessment of parking structure and development of emergency facade stabilization
- Schlumberger - Houston, TX: Emergency assessment of structurally deficient parking structure*
- University of Michigan - Ann Arbor, MI: Water infiltration assessment and repair design of Simpson Parking Structure*
- Mott Community College - Flint, MI: Construction observations for repairs to a button headed tendon large post-tension parking structure*
- Multiple Parking Structures at Wayne County Airport - Romulus, MI: Routine inspections and construction observations*

Failure Investigation

- Multiple Schools and Apartment Buildings - Dayton, OH: Failure and damage investigation of tornado damaged buildings
- School - Grand Rapids, MI: Investigation and development of structural framing repairs after partial building collapse

Structural Evaluation

- University of Michigan - Ann Arbor, MI: Assessment of wood roof trusses
- Historic Building - Belle Isle, MI: Evaluation and analyses of wood structural framing
- Apartment Complex - Detroit, MI: Assessment of wood-framed, cantilevered balconies
- Mixed-Use Complex - Houston, TX: Litigation support and structural failure investigation of a post-tensioned podium mixed-use building*

Structural Analysis

- Edsel and Eleanor Ford House - Grosse Pointe Shores, MI: Analyses of reinforced concrete, cantilevered retaining wall
- Battle Creek City Hall - Battle Creek, MI: Terra Cotta facade connection analyses
- Great Lakes Water Authority - Detroit, MI: Structural analyses and design of facility addition

Repair and Rehabilitation Design

- Missouri United Methodist Church - Detroit, MI: Repair design for concrete structural members
- Hunter's Ridge Apartments- Farmington Hills, MI: Design of reinforcement repairs at burned wood truss members

Facade Assessment

- Restaurant- Dayton, OH: assessment of tornado damaged facade and roof
- 789 E Eisenhower Building - Ann Arbor, MI: water intrusion investigation of below-grade parking facility

**Indicates with previous firms*



APPENDIX D. PROPOSED FEE BREAKDOWN BY PARKING GARAGE

Table D1. North Old Woodward Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$9,400
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$16,670 ^a \$18,870 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a \$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$12,600
Task 4: Site work	WJE	\$3,350
Task 5: Material testing		\$7,400
Task 6: Report		\$8,400

Total^a: **\$71,520**

Total^b: **\$80,220**

- a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.
b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

Table D2. Pierce Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$0
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$16,670 ^a \$18,870 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a \$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$9,750
Task 4: Site work	WJE	\$3,350
Task 5: Material testing		\$7,400
Task 6: Report		\$8,400

Total^a: **\$59,270**

Total^b: **\$67,970**

- a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.
b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

Table D3. Park Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$9,400
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$16,670 ^a \$18,870 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a \$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$10,400
Task 4: Site work	WJE	\$3,350
Task 5: Material testing		\$7,400
Task 6: Report		\$8,400

Total^a: **\$69,320**

Total^b: **\$78,020**

- a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.
b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

Table D4. Peabody Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$12,400
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$14,150 ^a \$15,800 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a \$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$13,400
Task 4: Site work	WJE	\$3,400
Task 5: Material testing		\$9,900
Task 6: Report		\$8,400

Total^a: **\$75,350**

Total^b: **\$83,500**

a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.

b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

Table D5. Chester Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$9,400
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$16,670 ^a \$18,870 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a \$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$12,600
Task 4: Site work	WJE	\$3,400
Task 5: Material testing		\$9,900
Task 6: Report		\$8,400

Total^a: **\$74,070**

Total^b: **\$82,770**

a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.

b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

DATE: October 28, 2019

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED BY: Jana Ecker, Planning Director

SUBJECT: Chris Yockey's "The Counselor" Sculpture

INTRODUCTION:

Chris Yockey's sculpture "The Counselor" is located on the exterior wall of the east elevation of the North Old Woodward parking structure. The sculpture is on loan to Birmingham from the artist as a part of Birmingham's Art in Public Places program. The artist has offered Birmingham the opportunity to purchase the art for a price of \$5,500.

BACKGROUND:

Chris Yockey loaned his sculpture to Birmingham in 2008 where it was placed on the wall of the North Old Woodward parking structure facing east. In discussing where to move the sculpture in the event the parking structure was replaced, the artist was contacted about relocation. Upon discussion, the artist offered to sell his sculpture "The Counselor" to the city for \$5,500.

On July 17th, 2019, the Public Arts Board discussed the purchase of the sculpture and moved to recommend to the City Commission that the city purchase "The Counselor" from Chris Yockey for \$5,500. The Public Arts Board would like to maintain the location of "The Counselor" on the wall of the North Old Woodward parking structure at this time.

On October 5th, 2019, a 3rd party appraiser conducted a site visit to the North Old Woodward parking structure and appraised Chris Yockey's "The Counselor" at \$8,000.

LEGAL REVIEW:

No issues.

FISCAL IMPACT:

The 2019-2020 budget does not include funding for a sculpture. Therefore, a budget amendment is necessary. Funding for the sculpture will be provided out of the account 101-299.000-811.0000 if the budget amendment is approved.

SUMMARY:

The Public Arts Board has recommended that the City Commission purchase the sculpture "The Counselor" by Chris Yockey and that the sculpture remain in its current location on the N. Old Woodward parking structure.

ATTACHMENTS:

- Chris Yockey sculpture on loan application
- June 17, 2008 memo and relevant minutes
- Quote from Chris Yockey
- DuMouchelles Appraisal
- July 17, 2019 Public Arts Board memo and relevant minutes

SUGGESTED RESOLUTION:

To approve the Public Arts Board's recommendation that the City purchase the sculpture "The Counselor" by Chris Yockey for \$5,500 from account 101-299.000-811.0000; that the sculpture remain in its current location on the N. Old Woodward parking structure; and to approve the appropriations and amendment to the fiscal year 2019-2020 General Fund budget as follows:

Revenues:

Draw from Fund Balance	101-000.000-400.0000	<u>\$5,500</u>
Total Revenues		<u>\$5,500</u>

Expenditures:

Other Contractual Services	101-299.000-811.0000	<u>\$5,500</u>
Total Expenditures		<u>\$5,500</u>



APPLICATION
TO THE PUBLIC ARTS BOARD
FOR ARTWORK TO BE DISPLAYED ON PUBLIC
PROPERTY

____ Christopher Yockey _____
ARTIST (first and last) or PROJECT NAME

____ Flower _____
TITLE

____ 2008 _____
DATE of ARTWORK

____ Steel sculpture _____
MEDIUM/TECHNIQUE

DESCRIPTION OF ARTWORK

____ Several Twisted bands of intertwined steel mounted on the wall of the Parking structure

____ 12' _____ 5' _____ 6" _____
DIMENSIONS height x width x length/depth

____ Steel Sculpture _____
OBJECT TYPE(S)/MATERIAL (i.e. sculpture, mural, tile, fountain)

____ NA _____

INSCRIPTION/FOUNDRY MARKS (if a multiple, please include edition number)

____ Cityscapes _____

PROPOSED ☐ DONATION ☐ LOAN: DURATION OF LOAN (mos./yr.)

____ Artits Studio _____

PRESENT LOCATION OF ARTWORK (where is the work of art?)

____ Space Time Studio _____

CONDITION

____ General _____

MAINTENANCE REQUIRED (long term care/annual)

VALUE

____ 10,000 _____
X APPRAISED ☐ OWNER'S STATED VALUE

____ Christopher Yockey _____
STATE OWNER OR AGENT FOR OWNER'S RELATIONSHIP TO ARTIST

NARRATIVE/RATIONALE FOR GIFT/LOAN/TEMPORARY INSTALLATION

_____The Artwork is on loan for the 2008 Cityscapes Exhibit in Birmingham_____

_____Christopher Yockey_____

OWNER/AGENT FOR OWNER

_____917-482-2930_____

DAYTIME PHONE	EVENING PHONE	EMAIL
_____Christopher Yockey_____	_____2/3/2008_____	_____
SIGNATURE	DATE	

Submit application together with SLIDES OR DIGITAL IMAGES of artwork and a VITEA or RESUMÉ of the artist to:

City of Birmingham
Attn: City Clerk – c/o Public Arts Board
151 Martin St.
P.O. Box 3001
Birmingham, MI 48012

For Office use only

Date Received _____

REVIEW/APPROVAL (date)

Presented for Arts Board discussion _____

Board Action ☐ approved for continuation ☐ approved ☐ not approved/decline

Recommendation(s)/Action Taken _____

Routing and dates approved:

Y N

☐ ☐ Planning Board _____

☐ ☐ Engineering _____

☐ ☐ Public Safety (Police/Fire) _____

☐ ☐ Parks and Recreation _____

☐ Presented to City Commission _____

Y N

☐ ☐ Parking _____

☐ ☐ Building _____

☐ ☐ Other _____

☐ ☐ Other _____

☐ Final approval _____

Site Location: _____

MEMORANDUM

DATE: June 17, 2008

TO: Thomas M. Markus, City Manager

FROM: Joseph A. Valentine, Management Specialist

SUBJECT: CityScapes Public Sculpture Confirmations

CityScapes was initially created by the Cultural Council of Birmingham Bloomfield (CCBB) in 1991 and is governed by their Birmingham Outdoor Sculpture Agreement with the City. This program has developed into a partnership between the Birmingham Public Arts Board and the CCBB. CityScapes promotes the temporary display of public sculpture throughout the community. Since the revival of the CityScapes public art program in 2006, four sculptures have been displayed in Downtown Birmingham.

For 2008, twelve (12) new sculptures are being proposed as a curator has been appointed to run this year's program. One sculpture has already been approved by the City Commission for installation at the triangle property south of the 555 building and is planned to arrive from its New York studio in the next few weeks. This piece entitled, "Figalu" by internationally renowned sculptor, Mark di Suvero, was previously believed to be called "Rou A Lou" and was recently clarified by the gallery that will ship this piece. Another piece entitled "Split" by Ken Thompson is planned for installation on the property of the Birmingham Bloomfield Art Center later this year to replace a previous piece.

The remaining ten proposed sculptures for 2008 are being finalized for display. At this time, the Public Arts Board is prepared to recommend seven (7) sculptures for approval as follows:

	Sculpture	Artist	Location	Term	Display Thru
1	Bird	Nathan Diana	Flower garden at Ferndale & Oakland	24 months	June, 2010
2	Flower	Christopher Yockey	Exterior Wall of N. Old Woodward Structure	24 months	June, 2010
3	Heart of the Tetrahedron	Mark di Suvero	Martha Baldwin Park	24 months	June, 2010
4	One Meter Interior – One Meter Exterior	Jene Highstein	NW Corner of Chester & Martin	24 months	June, 2010
5	Thor's Hammer	Harry Gordon	South entrance of Pierce Street Parking Structure	24 months	June, 2010
6	Dancing Still	Dennis Oppenheim	East side of Municipal Building	24 months	June, 2010
7	Poetry & Truth	John Sauve	North plaza of Pierce Structure	24 months	June, 2010

At the March 27, 2008 Martha Baldwin Park Board meeting the board had reviewed the two Mark di Suvero sculptures proposed for Martha Baldwin Park. Attached is a letter from the board in support of placing these sculptures in the park for a two year period. Only one sculpture is currently available for installation as the other is now on display in Chicago.

At the May 14, 2008 Planning Board meeting the board reviewed the proposed sites at the corner of Ferndale and Oakland, Chester and Martin, and the north plaza of the Pierce Street structure and provided final site plan approval for these sites.

Additionally, the sites at the east entrance of the Municipal Building, the south entrance to the Pierce structure, and North Old Woodward structure received administrative approval as to their proposed locations in a historic district.

At the June 16, 2008 Public Arts Board meeting, the Public Arts Board provided approval of the sculptures and contained herein and a recommendation to the City Commission to confirm these sculptures and sites contingent upon the necessary applications, contracts and insurance required prior to installation.

As part of the approval process, information on the sculptures has been solicited for further reviews by the Building Division relating to design loads, anchorage, footings and installation.

Consistent with the Birmingham Outdoor Sculpture Agreement between the City and the CCBB, a hold harmless agreement and additional insured endorsement on the CCBB insurance policy are on file from last year's program. Artist indemnification of the City will be obtained from the new artists by the CCBB prior to installation.

The Birmingham Outdoor Sculpture Agreement provides for initial sculpture displays of up to 18th months. The CCBB and Public Arts Board are requesting that the display term in the agreement be amended to 24 months since the current frequency for replacement of these sculptures is difficult to maintain with 12 new proposed sites being added to the program.

The Public Arts Board respectfully requests the City Commission approve the new sites and recommended sculptures for a period of 24 months in accordance with the terms of the CCBB's Birmingham Outdoor Sculpture Agreement.

Suggested Action:

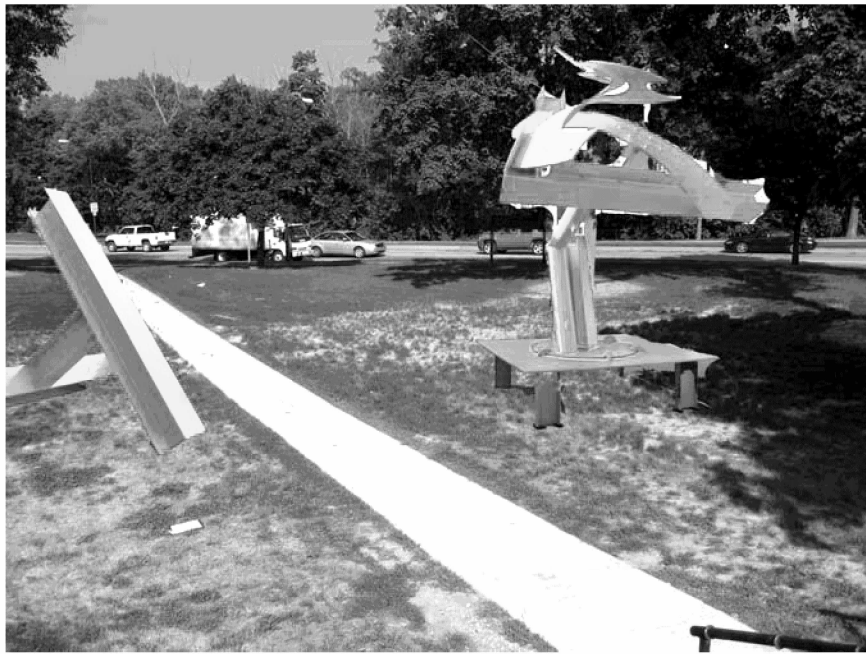
To amend the Birmingham Outdoor Sculpture Agreement to allow for a display period of 24 months and approve the installation of eight new temporary sculptures as recommended by the Public Arts Board subject to the Cultural Council of Birmingham Bloomfield obtaining the necessary contracts, insurance, indemnification and staff approvals prior to sculpture installation.



Bird by Nathan Diana
Flower garden at Ferndale and Oakland



Flower by Christopher Yockey
Exterior of N. Old Woodward Parking Structure



Heart of the Tetrahedron (on left) by Mark di Suvero
Martha Baldwin Park



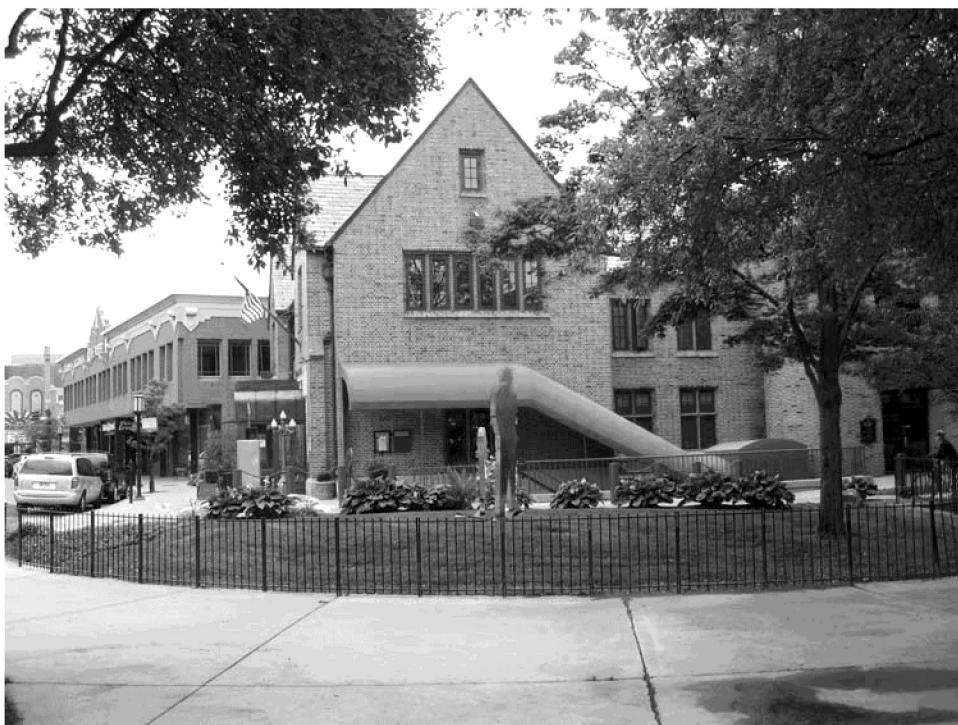
One Meter Interior by Jene Highstein
Corner of Chester and Martin
(not open inside – a solid piece)



***Delaware Bronze* by Harry Gordon**
South entrance of Pierce Street Structure



***Journey Home* by Dennis Oppenheim**
East side of Municipal Building



Poetry & Truth by John Sauve
North plaza of Pierce Street structure

23 April 2008

We, the members of the Martha Baldwin Park Board are delighted that the park will be a venue for a temporary, two year installation of sculptures through the Cityscapes Art on Loan program, organized by the Birmingham Public Arts Board and the Cultural Council of Birmingham.

Miss Baldwin's (1840-1913) tutelary spirit is ever active on behalf of this 'village' she loved, and upon which she lavished inestimable energies towards improving the quality of its civic life. While we cannot know what her response to the designated artworks would have been, we are confident that she would be wholly in support of Cityscapes sophisticated and cosmopolitan attitude.

We also remember and appreciate Ruth McNamee who, when she was State Representative from our district, was chief proponent of a funding mechanism for art in public buildings and public spaces.

Cordially,

Ron Fredrick
Robert Kenning
Jane McKee
Elaine Morse

BIRMINGHAM OUTDOOR SCULPTURE AGREEMENT

This Birmingham Outdoor Sculpture Agreement, made this 11th day of February, ¹⁹⁹¹1990, by and between the City of Birmingham, a Michigan municipal corporation, hereinafter referred to as the "CITY", and the Cultural Council of Birmingham/Bloomfield, a Michigan nonprofit corporation, hereinafter referred to as the "COUNCIL":

IT IS HEREBY AGREED as follows:

1. The Council will periodically recommend to the City that a particular sculpture or other art work be displayed at a specified outdoor location on property owned by the City. At the time of any such written recommendation by the Council, the Council will also provide the City with all of the following:

- a. A color photograph of the sculpture or other art work;
- b. The name, address and biographical sketch of the artist who created the work, together with a release signed by the artist (on a form to be provided by the City) which grants the City permission to photograph the sculpture or art work and to use photographic images of the art in City promotional material, such as the City calendar;
- c. A signed agreement by the owner of the sculpture or other art work, releasing the City from all liability for damage to or theft of the work while on public display, in addition to a certificate of insurance

in a form and in an amount acceptable to the City, evidencing that the owner has insured the art work for property damage and theft;

- d. The proposed site for the sculpture or other art work and a description of the method by which the art is to be mounted or displayed, including plans for any necessary foundation or other device for the secure placement of the work.

2. Upon submission of the Council's recommendation and the information specified in Paragraph 1(a) through (d) above, the City will determine, in its sole discretion, whether the sculpture or other art work is suitable for placement on City property and will promptly notify the Council of its decision.

3. In the event that the City finds the sculpture or other art work and the proposed location for its placement suitable, the Council will thereafter comply, at its sole expense, with any approval or review process that may be required by City Code or administrative procedure, such as review before the City Planning Board or Historic District and Design Review Commission.

4. The Council will place or install, at its sole expense and in accordance with approved plans, all sculpture or other art work approved by the City for display on City property.

5. The Council will perform whatever maintenance may be required to keep any sculpture or other art work placed on City property in a safe and presentable condition and the Council further agrees to indemnify and defend the City, its employees, officers and agents, from any and all claims for personal injury

or property damage that may arise out of or be in any way connected with a sculpture or an art work displayed pursuant to this Agreement.

6. The parties agree that any sculpture or other art work approved by the City may be displayed for a specified period not to exceed eighteen (18) months and that upon expiration of the time specified, or earlier if mutually agreeable, the Council shall, at its sole expense, remove the sculpture or art work from City property.

7. The Council shall observe and comply with all local, state, and federal laws, rules, regulations and ordinances and, upon notice of any violation, shall correct and/or comply with such laws, rules and regulations.

8. The City shall have the right to terminate this Agreement by specifying the date of termination in written notice to the Council at least thirty (30) days before the termination date. In the event the City elects to terminate this Agreement, the Council shall remove any sculpture or art work then displayed on City property no later than sixty (60) days following the date of termination.

9. Any disputes arising out of this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by binding arbitration, at the option of the City. The Council shall advise the City of any dispute it has arising out of this Agreement and shall demand that the City elect whether the dispute is to be resolved by submitting it to

binding arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the suit resolved by binding arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

10. This Agreement shall be binding on the City and the Council. It is further agreed that there shall be no change or modification to this Agreement except in writing and signed by both parties hereto.

CITY OF BIRMINGHAM, a Municipal
corporation

By: _____

Henry C. Forster

Mayor

By: _____

Judith A. Benn,

Clerk

CULTURAL COUNCIL OF BIRMINGHAM/
BLOOMFIELD

By: Walter C. Klein

APPROVAL (1.135 City Code)

Thomas M. McAdams

City Manager as to Substance

Samuel S. Kiser

City Attorney as to Form

DATED: _____, 1990.

0431a

CITY COMMISSION MEETING MINUTES
JUNE 23, 2008
MUNICIPAL BUILDING, 151 MARTIN
7:30 PM

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Donald F. Carney, Jr. called the meeting to order at 7:30PM.

II. ROLL CALL

ROLL CALL: Present: Mayor Carney
Commissioner Dilgard
Commissioner Hoff
Commissioner McDaniel
Commissioner Moore
Mayor Pro Tem Sherman
Commissioner Rinschler

Absent: None

Administration: Assistant City Manager Schulte, City Attorneys Currier and Kragt, Deputy Clerk Broski, Museum Director McElhone, Management Specialist Valentine, DPS Directors Fox and Wood, Finance Director Ostin, Deputy Police Chief Studt, Engineering Director Dembiec

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

**06-199-08 2008 HERITAGE AWARD
HISTORICAL MUSEUM DIRECTOR MCELHONE**

Birmingham Historical Museum Director Bill McElhone was recognized for receiving the 2008 Heritage Award from the Birmingham Historical Society.

**06-200-08 APPOINTMENT TO THE
HISTORIC DISTRICT STUDY COMMITTEE**

Mr. Peter Frawley withdrew his name from consideration.

MOTION: Motion by Hoff:

To appoint Nancy Thompson to the Historic District Study Committee to serve a three year term to expire June 25, 2011.

VOTE: Yeas, 7
Absent, None

**06-201-08 APPOINTMENT TO THE
BOARD OF ETHICS**

MOTION: Motion by McDaniel:

To appoint Sophie Fierro-Share to serve a three-year term on the Board of Ethics to expire June 30, 2011.

VOTE: Yeas, 7
 Absent, None

The deputy clerk administered the oath of office to the appointed board members.

IV. CONSENT AGENDA

06-202-08 APPROVAL OF CONSENT AGENDA

Mayor Carney removed item B, minutes of June 16, 2008, from the consent agenda.

Commissioner Dilgard removed item I, Northlawn Bridge Deck Replacement, from the consent agenda.

MOTION: Motion by Sherman, seconded by Dilgard:

To approve the consent agenda as follows:

- A. Approval of city commission meeting minutes of June 9, 2008.
- C. Approval of warrant list of June 11, 2008 in the amount of \$603,413.38.
- D. Approval of warrant list of June 18, 2008 in the amount of \$300,859.15.
- E. Resolution providing 3 hour parking 6:00 a.m. – 10:00 p.m. on the north side of Willits from the bridge to 60 feet east.
- F. Resolution approving the service agreement with HAVEN in the amount of \$2,820.00 for services described in Attachment A of the agreement for fiscal year 2008-2009, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- G. Resolution approving the service agreement with Birmingham Bloomfield Families in Action in the amount of \$1,000.00 for services described in Attachment A of the agreement for fiscal year 2008-2009, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- H. Resolution approving the service agreement with Common Ground Sanctuary in the amount of \$1,750.00 for services described in Attachment A of the agreement for fiscal year 2008-2009, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- J. Resolution approving the request of the Principal Shopping District to extend the Day on the Town special event along North Old Woodward as indicated.
- K. Resolution approving a request from the Birmingham Lion's Club requesting permission to hold the Run for the Blind in the streets of Birmingham, September 21, 2008, 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, further contingent upon a revised route approved by engineering and notification of residents along the revised streets.
- L. Resolution amending the Birmingham Outdoor Sculptures Agreement to allow for a display period of 24 months and approving the installation of eight new temporary structures as recommended by the Public Arts Board subject to the

Cultural Council of Birmingham Bloomfield obtaining the necessary contract, insurance, indemnification, and staff approvals prior to sculpture installation.

ROLL CALL VOTE:

Yeas, Commissioner Dilgard
Commissioner Hoff
Commissioner McDaniel
Commissioner Moore
Mayor Pro Tem Sherman
Commissioner Rinschler
Mayor Carney

Nays, None
Absent, None

V. UNFINISHED BUSINESS

06-203-08 BARNUM PROJECT - DEMOLITION

Ron Rea updated the commission on the fundraising efforts. He stated they could not raise the money. He stated they have no intention of delaying the process, however, there are many resources yet to be tapped.

Mayor Carney pointed out that they are running out of time. He stated that according to staff, if they are to further extend the time, they may run into contractual risks.

Commissioner Rinschler expressed there are more donations yet to come. He suggested there are things from the original design that could be reduced or moved to the next phase.

The commission received communications from Terry Gates, Norb Shell, and Clinton Baller in support of the pavilion project.

Commissioner McDaniel pointed out that salvaging the building could add 20% to the construction contract.

Commissioner Hoff expressed her support of preserving the historical building. She pointed out that the city would be obligated to maintain the structure for safety and security.

Ron and Ronan et al, stated that the donors committed today are reliable donors. He suggested getting a group to guarantee the fundraising efforts, similar to cosigning of a loan.

Nidia Foley, 654 Baldwin Ct, supported the project.

Shelli Weisberg stated that costs for security have never been separated out for other parks.

Chris Longe questioned what the liability is to change or alter the contract. He pointed out the amount of money raised in three weeks.



Brooks Cowan <bcowan@bhamgov.org>

Christopher Yockey <chrisyockeyart@gmail.com>
To: Brooks Cowan <bcowan@bhamgov.org>

Thu, Aug 1, 2019 at 10:16 AM

Hello Brooks,
Thank you for contacting me.

Yes, I (Christopher Yockey) am willing to sell the *Counselor* (sculpture) to the City of Birmingham for \$5,500.

Best,
Chris Yockey

www.christopheryockey.com

[Quoted text hidden]

APPRAISAL

Robert L. DuMouchelle, being duly sworn, deposes and says that he has appraised the following personal property belonging to:

City of Birmingham
151 Martin St.
P.O. Box 3001
Birmingham, MI 48012

Upon personal inspection and evaluation of the items, on attached hereto by reference, said appraisal represents an impartial opinion of the Fair Market Value of the items. The total value as of October 5th, 2019, is as follows:

FAIR MARKET VALUE: \$8,000.00

He has engaged in the appraisal of such items professionally for thirty years and it is his belief that he is well qualified to make such appraisals.

The above is true to the best knowledge, information and belief of this deponent, and this deponent has no personal interest in the appraisal, except in the capacity of an independent appraiser, and his fee is not contingent upon the value reported.

The values assigned to the items on this appraisal are based upon research in reference books, price guides, catalogues, consultation with other knowledgeable sources and internet resources, as well as the personal knowledge and experience of the appraiser.

Unless otherwise stated herein, this appraisal is based only on the readily apparent identity and condition of the items appraised, and no further opinion nor guarantee of authenticity, genuineness, or attribution is made.


Robert L. DuMouchelle
DUMOUCHELLE ART GALLERIES CO.



Certified Auctioneers & Estate Appraisers
409 East Jefferson Avenue / Detroit Michigan 48226
(313) 963-6255 / FAX (313) 963-8199
www.dumouchelles.com

PROPERTIES BELONGING TO:

**City of Birmingham
151 Martin St., P.O. Box 3001
Birmingham, MI 48012**

- | | | |
|----|--|-------------------|
| 1. | YOCKEY, CHRISTOPHER (AMERICAN, B. 1976),
SCULPTURE, STEEL WITH POWDER-COAT PAINT, 2009,
93" X 178" X 84", "THE COUNSELOR": Located on the East
facing wall of Birmingham's North Old Woodward parking
structure. | \$8,000.00 |
|----|--|-------------------|

FAIR MARKET VALUE TOTAL:	\$8,000.00
---------------------------------	-------------------

DATE: July 17th, 2019

TO: Public Arts Board Members

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Chris Yockey – The Counselor

Chris Yockey's sculpture "The Counselor" is currently located on the east facing exterior wall of the N. Old Woodward Parking Structure. If Birmingham's vote to construct a new parking structure is approved, this sculpture will need to be taken down. "The Counselor" is different than most of the sculptures in Birmingham because it is attached to a wall instead of the ground. The dimensions of the sculpture are 12' x 5' and a 6" depth.



The proposed parking structure may be lined with commercial buildings which will create practical difficulties with replacing the sculpture in the same place once construction is finished. The exterior property facing N. Old Woodward is proposed to be privately owned.

Also, "The Counselor" is currently on loan to the City, though the artist has offered to sell this sculpture to the City of Birmingham for \$5,500.



Suggested Action:

That the Public Arts Board recommend to City Commission a temporary location for the sculpture to be placed while construction is occurring. The Public Arts Board may wish to evaluate a new site for the sculpture if or when construction for this site is complete. Below are a few options of public space with a blank wall large enough for the sculpture at this moment.

The Public Arts Board may also wish to recommend that City Commission purchase the sculpture for the City to own on a permanent basis. In making recommendations to move and possibly purchase the piece, the Public Arts Board should also consider who will be in charge of moving and installation.

1.) The remaining school entryway of Barham Park.



2.) West side of the Chester Fire Station on W Maple



3.) DPS Building facing Eton Street



Park Street Parking Structure



Public Arts Board Minutes

Rooms 202 & 203 Birmingham City Hall – July 17th, 2019

A. Roll Call:

Members Present: Barbara Heller, Monica Neville, Linda Wells, Jason Eddleston, Natalie Bishae

Members Absent: Anne Ritchie

Administration: Brooks Cowan, City Planner

B. Approval of Minutes – May 15th, 2019 (No quorum for June meeting)

Motion to approve minutes made by Monica Neville, seconded by Natalie Bishai.

Yeas: 5 Nays: 0

The motion carried.

C. Unfinished Business

The Public Arts Board has been planning to host arts and crafts activities at various events throughout the year such as Art in the Alley and Farmers Markets. Crafts materials for these events including scissors, hole punchers, straws and paper for participants to make pinwheels have been purchased. Six rolls of gorilla tape were also purchased for Art in the Alley to tape art to walls, and secure the electrical cords from the various plugs running from the rooftops to the band area. The total for these costs have amounted to \$105.70 so far. The Public Arts Board would indicated to they would also like to purchase pipe cleaners and foam shapes for crafts projects where kids can build miniature sculptures. The PAB decided that \$200 is an appropriate amount to recommend given then current schedule of events and available volunteers.

Motion to recommend \$200 for interactive art projects was made by Monica Neville, seconded by Natalie Bishai.

Yeas: 5 Nays: 0

The motion carried.

The Public Arts Board discussed potential locations for Chris Yockey's "The Counselor" sculpture in case the current North Old Woodward parking structure is torn down to make way for a new structure. They reviewed four suggested locations throughout Birmingham on public property, and the top two were the west facing wall of the new Chester Fire Station, or the exterior stair case of the Park Street parking structure. The Public Arts Board determined that the Park Street structure had more visibility and would be easier to move from its current location. The Public Arts Board also determined that they would like to recommend "The Counselor" be located at the site on a temporary basis and to be reconsidered if or when the buildings for the North Old Woodward redevelopment are built as they would like "The Counselor" to be a part of the proposed plaza in some way.

Motion to recommend the temporary relocation of the "The Counselor" to the Park Street parking structure on the southwest staircase at a height to be determined by the artist in case of new North Old Woodward parking structure plans being approved was made by Jason Eddleson, seconded by Natalie Bishai.

Yeas: 5 Nays: 0

The motion carried.

Chris Yockey has been made aware of the potential for his sculpture to be moved. In this discussion, the artist has offered to sell "The Counselor" to the City of Birmingham for an amount of \$5,500. The Public Arts Board believes this sculpture provides aesthetic value to its surroundings, the offered price is a good value, and that they should recommend the purchase of this piece.

Motion to recommend the purchase of Chris Yockey's "The Counselor" for an amount of \$5,500 was made by Monica Neville, seconded by Jason Eddleson.

Yeas: 5 Nays: 0

The motion carried.

The City has approved the donation and installation of Michigan Spring for the southwest corner of the library. A 6'x6' concrete pad will have to be poured before the sculpture can be installed. An issue with installation is that the sculpture needs a special mount in order to be secured to the concrete pad. The Library Board, Public Arts Board, and donor have also recommended that the mount elevate the sculpture by two feet, which will require extra crafting. City staff has been in communication with James Storm who is a sculpture mount fabricator for the Detroit Institute of Arts. The donor for "Michigan Spring" agreed that he would like James Storm to perform the installation due to his experience with the DIA. James Storm quoted the project to cost to be between \$700-\$900. The Public Arts Board felt that they should recommend up to \$1,000 to be safe, and then suggest that the Library Board contribute to any costs that exceed that amount, although they don't believe that will be the case.

Motion to recommend up to \$1,000 for James Storm to fabricate a sculpture mount for "Michigan Spring" and conduct the installation at the Library was made by Natalie Bishai, seconded by Monica Neville.

Yeas: 5 Nays: 0

The motion carried.

A fourth item was added to the agenda for the Public Arts Board in unfinished business. City Commission approved the Public Arts Board's recommendation for Piano in the Park on May 20, 2019. One of the conditions of approval was that the Piano be placed in the Shain Park until August 31, 2019, and would be revisited by City Commission in a time in August for review. The Public Arts Board discussed the positive feedback they have received from the community and would like to see the timeframe extended throughout the fall. They feel that location in Shain Park provided adequate protection from the weather. Jason Eddleson also notified the Board that Professional Movers coordinates with the Royal Oak and the Detroit School of Rock and Pop Music for moving piano's when the weather gets cold around December. The Public Arts Board would like to see Birmingham extend the timeframe for the piano into the winter and coordinate with Professional Movers when they are moving Royal Oak's pianos as well.

Motion to recommend Piano in the Park be extended from August 31st, 2019 to sometime before December 25th, 2019, depending on the weather, to be coordinated with Professional Movers.

Yeas: 5 Nays: 0

The motion carried.

D. New Business

E. Communication

Electrical Box Painting is underway, Charity poker fundraiser is July 31st – August 3rd, and nominations for Birmingham Bloomfield Cultural Arts Awards are due July 30th.

F. Comments

Mark Di Suvero has indicated he will be removing his sculptures Choopy and Heart of Tetrahyden from the locations in Birmingham July 24th, 2019.

The Public Arts Board would like to send thank you notes to the previous student reps Cole Wohlfel and Amelia Berry.

G. Adjournment

The meeting adjourned at 7:50 p.m.

Brooks Cowan
City Planner



MEMORANDUM

Finance Department

DATE: October 18, 2019

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director/Treasurer
Kathryn Burrick, Senior Accountant

SUBJECT: Public Hearing for PY 2020 Community Development Block Grant Application

INTRODUCTION:

The Finance Department is requesting that the City Commission set a public hearing for November 25, 2019 in order to hear public comments on the City's 2020 Community Development Block Grant (CDBG) application.

BACKGROUND:

Every year the City receives a grant for the Community Development Block Grant program. This is a federal grant program which is administered by Oakland County. The purpose of the grant is to:

- Primarily benefit low- or moderate-income persons or households
- Aid in the elimination of slum or blight conditions
- Meet an urgent community need

Previously the City has used these funds to assist low income seniors and to make ADA compliant renovations to City property.

Oakland County has given the City a planning allocation of \$36,090 for the 2020 program year (July 2020 – June 2021). This is the same amount which was originally allocated to the City for the 2019-2020 program year and is subject to change.

In order to be eligible to receive these funds, the City must conduct a public hearing to receive citizen input, make a determination of eligible projects to be pursued and submit a completed application to Oakland County by December 13, 2019. The public hearing must be noticed at least 10 days in advance of the meeting.

LEGAL REVIEW:

None required

FISCAL IMPACT:

None

SUMMARY:

It is recommended that the City Commission set November 25, 2019 as the date to conduct the required public hearing. If the public hearing is set for November 25, 2019, a list of recommended projects and funding allocation will be presented to the public and commission for consideration at that time.

ATTACHMENTS:

1. PY 2020 CDBG Application Cover with Deadline
2. 10 day notice requirement

SUGGESTED RESOLUTION:

To set November 25, 2019 as the public hearing date for the Program Year 2020 Community Development Block Grant Program.



**Applications Due 5:00 p.m.
Friday, December 13, 2019
NO EXCEPTIONS**

PROGRAM YEAR 2020

(July 1, 2020 - June 30, 2021)

Oakland County, MI

Community Development Block Grant (CDBG)

Application Guide

A guide designed to assist participating communities to complete their annual application for Community Development Block Grant (CDBG) funds. The guide outlines the application process and provides specific instruction on proper completion. The PY 2020 CDBG Application Workshop was held from 9:00 am - 12:00 pm on Tuesday, October 15, 2019 at the L. Brooks Patterson Executive Building.

Previous Editions Obsolete

Oakland County Community & Home Improvement Division

250 Elizabeth Lake Road #1900

Pontiac, Michigan 48341-0414

oakgov.com/advantageoakland/communities/Pages/Publications

Catalog of Federal Domestic Assistance (CFDA) # 14.218

DUNS #136200362

CAGE# 39SZ3

ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS

Michael McCready • Acting Director | Dan Hunter • Deputy Director

COMMUNITY & HOME IMPROVEMENT DIVISION

Karry L. Rieth • Manager

Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac, MI 48341-0414

t: (248) 858-0493
f: (248) 858-5311



PY 2020 CDBG APPLICATION PROCESS

Application Process - As an urban county entitlement community, Oakland County distributes funds to participating communities through a formula grant application process. The County administers the CDBG Program through the Community & Home Improvement Division of the Economic Development & Community Affairs Department.

Record Retention - Each participating community must maintain all application documents for at least four years.

Application Steps - The annual application process begins by attending the Annual Application Workshop each fall. The attached application is to be used by communities requesting CDBG funds.

The **deadline for all PY 2020 CDBG applications is Friday, December 13, 2019 by 5:00 P.M.** Community & Home Improvement staff provide technical assistance with applications and present the draft Annual Action Plan to its Citizens' Advisory Council for recommendation to the Oakland County Board of Commissioners. The following steps describe the application process:

1. Attend the PY 2020 CDBG Application Workshop
2. Determine Local Needs
3. Schedule required Public Hearing
4. Advertise Public Hearing Notice(s) as Required
5. Host Public Hearing
6. Complete Application Materials (Use most recently approved Project Summaries as a guide)
 - Application
 - Environmental Review Record
 - Conflict of Interest Certification
7. Prepare Citizen Participation Materials
 - Public Hearing Affidavit of Publication
 - Meeting Minutes OR Governing Body Resolution
8. Submit Application

Information Updates - Oakland County strives to maintain the latest information available. If any information in this guide is incorrect or any additional information is needed, please contact Carla Spradlin, Grant Compliance & Program Coordinator at (248) 858-5312.



MEMORANDUM

Finance Department

DATE: October 18, 2019

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer
Kathryn Burrick, Senior Accountant

SUBJECT: Public Hearing Request for Reprogramming Community Development Block Grant Funds

INTRODUCTION:

The Finance Department anticipates there will be unused Community Development Block Grant (CDBG) funds from the ADA retrofit of the tennis facility. A public hearing needs to be conducted in order to re-program these unused funds.

BACKGROUND:

At the August 19, 2019, City Commission meeting, a contract for the retrofit of the tennis facility main entrance doors for ADA was approved in the amount of \$21,200 to MGSE Security, LLC. The City at the time of the contract award had \$23,535 available in CDBG funds for the project, leaving an unused balance of \$2,335.

LEGAL REVIEW:

None needed.

FISCAL IMPACT:

None

SUMMARY:

In order to re-program these funds, the City must conduct a public hearing to receive citizen input regarding the reprogramming of federal CDBG funds. It is recommended that the City Commission set November 25, 2019 as the date to conduct the required public hearing.


ATTACHMENTS:

None

SUGGESTED RESOLUTION: To set November 25, 2019 as the public hearing date for the reprogramming of program year 2018 Community Development Block Grant (CDBG) funds.

DATE: October 23, 2019

TO: Joseph A. Valentine, City Manager

FROM: Benjamin I. Myers, HR Manager 

SUBJECT: Flexible Spending Account (FSA) / Health Reimbursement Arrangement (HRA) Administrative Services

INTRODUCTION:

Since at least the 1990s, the City has engaged a third party administrator (TPA) to manage plan development, enrollment, claims processing, benefit payments, education, communications, and reporting for the City's employee and retiree FSA and HRA benefit programs. The FSA is a type of savings account that allows eligible employees to contribute a portion of their regular earnings on a pre-tax basis to pay for qualified health care and dependent care expenses. The HRA account is an employer-funded account that reimburses employees and retirees for specific medical expenses such as deductibles, co-insurance and retiree healthcare premiums. There are currently sixty-five (65) participants enrolled in the FSA program, and one hundred five (105) participants in the HRA program. Fifty-eight (58) participants are retirees.

BCI Administrators, Inc. had been the City's service provider until 2016-17 when the company merged with Varipro, our current vendor. The current term of Administrative Services Agreement with Varipro expires December 31, 2019.

Earlier this year, staff began to experience an increasing number of service-related issues and employee/retiree complaints with our current vendor, causing us to re-evaluate the City's relationship with Varipro after efforts this spring and summer to resolve the problems were not successful and the service issues continued. Other factors leading to the need to change vendors include:

- a lack of reporting capability by Varipro;
- the vendor's slow responsiveness in fully deploying available claims auto-substantiation technology that would help expedite claims processing;
- the vendor's unwillingness to provide a rate guarantee going forward; and,
- the opportunity to lower costs.

Staff and our Benefits Consultant, Carroll & Associates, have been working diligently and expeditiously to evaluate alternate providers in order to have a new vendor in place for the new plan and benefit year which begins on January 1, 2020. In order to meet this firm deadline and incorporate the 30-45 day data conversion period, employee orientation, and new FSA/HRA ID card issuance in December, we are requesting Commission approval of the most qualified proposal rather than the typical process of approving the Administrative Services Agreement.

No changes to the terms and conditions of our current FSA/HRA program are proposed other than replacing the vendor. The City's Benefits Consultant has obtained proposals from three FSA/HRA providers: Automated Benefits Services, Inc. (ABS), Infinisource Benefit Services, and BASIC. ABS was selected as this firm also serves as the City's TPA for medical, dental, and vision

benefits, has provided good service to the City, and enjoys an excellent working relationship with staff. Infinisource and BASIC were solicited as they are two major FSA/HRA providers which, along with ABS, are based in Michigan.

BACKGROUND:

In addition to soliciting and receiving proposals for service, the Benefits Consultant and HR Staff attended presentations by each of the vendors.

Following is the pricing proposal from each of the vendors:

Item	Varipro (current)		ABS		BASIC		Infinisource ⁽¹⁾	
Per Participant Fees:								
	Monthly Rate	Annual Total	Monthly Rate	Annual Total	Monthly Rate	Annual Total	Monthly Rate	Annual Total
FSA	\$5.00	\$3,900	\$4.00	\$3,120	\$4.00	\$3,120	\$3.40	\$2,652
HRA	\$4.50	\$5,670	\$4.00	\$5,040	\$4.00	\$5,040	\$3.40	\$4,284
Total/ Savings		\$9,570		\$8,160 \$1,410		\$8,160 \$1,410		\$6,936 \$2,634
Additional Fees:								
Debit Card Replacement	\$8.50 / card		\$5.00 / 2 cards		\$5.00 / 2 cards		\$5.00 / 2 cards	
Employee Orientation Mtg.			\$0		\$150 / Day		Waived	
Other:								
Rate Guarantee	None		3 Years		3 Years		3 Years	
Set-Up Fee	N/A		\$0		\$250		\$50	
Renewal Fee	\$350		\$0		\$250		\$0	
Annual Banking Fee	\$360		\$0		\$25		\$0	

(1) See Attachment for Other Infinisource Fees

In evaluating the three proposals, the team of HR Generalist Joseph Lambert, Benefits Consultant Michael Carroll, and I applied several weighted selection criteria resulting in the following scoring:

Criterion	Weighting	ABS		BASIC		Infinisource	
		Score	Wtd.	Score	Wtd.	Score	Wtd.
Auto-Substantiation Capability	30%	100	30.00	85	25.50	85	25.50
Price	20%	90	18.00	80	16.00	100	20.00
Ease of Setup / Administration	20%	95	19.00	80	16.00	90	18.00
Customer Service	20%	95	19.00	85	17.00	90	18.00
FSA/HRA Experience	10%	90	9.00	95	9.50	85	8.50
	100%		95.00		84.00		90.00

Selecting any of the vendors will result in a cost savings to the City; however, the selection team believes that while there is a slight price advantage to Infinisource, the value of having a proven relationship with ABS along with the need for better customer service and more efficient claims processing places ABS in the best position to meet the needs of the City and its employees and retirees. We expect setup, enrollment, ongoing administration, reporting and claims substantiation to proceed more smoothly with ABS given their familiarity with and management of the City's medical, dental, and vision programs.

LEGAL REVIEW:

ABS has proposed to add the FSA and HSA professional service as an Addendum to their current Administrative Services Agreement with the City. Legal review of the contract documents will occur in early November following the receipt of the Addendum, and as included in the suggested resolution, the HR Manager will then sign the Addendum on behalf of the City.

FISCAL IMPACT:

Funds are budgeted and available for this professional service.

SUMMARY:

The City's Benefit Consultant and staff recommend that the City Commission approve the Professional Services Proposal from Automated Benefit Services, Inc. to add FSA and HRA administration to their Administrative Services Agreement for a three-year term with renewal options, and to authorize the Human Resources Manager to sign the Addendum to the Administrative Services Agreement on behalf of the City following satisfactory legal review by the City Attorney.

ATTACHMENTS:

Other Infinisource Fees

Proposal from Automated Benefit Services, Inc.

SUGGESTED RESOLUTION:

To approve the Professional Services Proposal from Automated Benefit Services, Inc., for a three-year agreement with renewal options to provide administration of the City's Flexible Spending Account and Health Reimbursement Arrangement programs, and to authorize the Human Resources Manager to sign the Addendum to the Administrative Services Agreement on behalf of the City following satisfactory legal review by the City Attorney.

Other Infinisource Fees

- 75 monthly minimum for participant fees
- FSA Enrollment Kits – \$0.95 each for paper
- FSA enrollment meetings – negotiable fee plus travel expenses; webinars available at no cost
- Additional Debit Cards – Participants receive two cards initially at no charge. Additional / replacement cards are \$5 per set of two cards, deducted from participant account
- Plan changes after plan initiated – \$150 per hour, minimum one hour
- Custom reports or extraneous development – \$190 per hour. Employer shall submit such requests and are subject to approval by Infinisource.
- Positive Pay Tool – \$500 annually
- ACH Transfer Failure – \$75 each
- Additional non-discrimination tests not otherwise included - \$1,000



**PROPOSAL:
FSA & HRA ADMINISTRATION**

**PREPARED FOR:
City Of Birmingham
October 21, 2019**

Prepared for City of Birmingham

A Better Way

The underlying premise driving consumer-directed health care today is that when you give consumers greater control over their health care expenses and greater responsibility for their health care choices, they will make better and more informed use of their resources. That should mean reduced costs for employers and increased employee satisfaction.

Employers, like you, are turning more and more to consumer-directed health (CDH) programs including high-deductible health plans (HDHPs) with Health Savings Accounts (HSAs), Health Reimbursement Arrangements (HRAs), and Flexible Spending Accounts (FSAs) to meet your benefit plan cost objectives. You and your employees need a solution that removes much of the burden of administrative activities and empowers employees with insight and the ability to proactively take action. That is where we can help.

Our Plan Offerings

We offer the only solution that provides a single end-to-end user experience for administering reimbursement accounts coupled with a user experience that removes the complexity from decision making and streamlines health care management for consumers. Our solutions support:

- Health Reimbursement Arrangements (HRAs) – deductibles, coinsurance, copays, and more
- Flexible Spending Accounts (FSAs) – Health, Limited Purpose, and Dependent Care

CDH Administration Solution

ABS solution uses the industry-leading WEX Health Cloud CDH platform, a complete, cloud-based healthcare financial management platform. Modern technology and a completely integrated benefits administration platform means employers and consumers are empowered with the tools they need to elect, fund, and pay for benefits. Mobile and web functionality provide authenticated users with secure access to accounts.

Our platform is extremely flexible, and:

- Is the foundation for the debit card, Mobile App, and many enrollment and claims systems that provide efficient, flexible options
- Includes real-time integrations to ensure that data remains synchronized between the administration platform and any additional solutions
- Provides a single hosted platform for managing , HRA, Health FSA.
- Has rules-based benefit plans to ensure support of future regulations or benefit designs

Why Choose ABS Program?

The reasons to offer Consumer-Directed Health Care to employees are clear. And, so are the reasons to choose us for your CDH program administration:

- **Flexible contributions** – You can choose the best method for making contributions to employees' accounts using file imports or recurring contribution schedules that you manage in your own web portal. Our solution provides the convenience of processing employee and employer contributions for multiple account types from a single file.
- **Convenient funds access** – Employees can access their funds through online or mobile app distribution requests, online or mobile claim filing, or by using the convenient benefits debit card. Distributions or claim reimbursements can be sent to employees by direct deposit or check. Each employee will get a card that he or she can use for easy payment of qualified medical expenses at the point of service. Account balances are updated in real time at the point of service.
- **Employee information at their fingertips** – Employees can review their account details, request distributions, submit post-tax contributions from personal bank account, view statements and tax documents, and allocate funds into an array of investment options using convenient online portals and mobile apps available 24/7.
- **Comprehensive reporting** – Monthly or custom reports are generated automatically with email alerts directing employees to secure portals for viewing – creating a virtually paperless administration process.

Employer Self-Service

The Employer Portal is a HIPAA-compliant, user-rights based live interface that empowers HR staff with secure, easy-to-use, role-based access to convenient, self-service options, including reports, employee data updates, imports and automatically generated alerts, notifications, and statements.

Employer Portal Home Page

Janet Mills ▾ | [Logout](#)

HOME | REPORTS | REQUESTS | EMPLOYEES ▾ | PLANS | RESOURCES | IMPORTS ▾ | LINKS ▾

Last Login Date: 2/27/2014 11:57:30 AM CST
Last Login Source: Employer Portal

Welcome, Janet
Welcome to your benefits administration solution. View your plan details, access reports, manage employee information, and more!

Recently Created Reports
[Employer Claim History Report \(2/23/2014 - 3/1/2014\)](#)
Created: 3/2/2014 | Detail Report | PDF
[Employer Claim History Report \(2/23/2014 - 3/1/2014\)](#)
Created: 3/2/2014 | Detail Report | PDF
[Employer Claim History Report \(2/23/2014 - 3/1/2014\)](#)
Created: 3/2/2014 | Detail Report | PDF
[Employer Claim History Report \(2/23/2014 - 3/1/2014\)](#)
Created: 3/2/2014 | Detail Report | PDF
[Employer Claim History Report \(2/23/2014 - 3/1/2014\)](#)
Created: 3/2/2014 | Detail Report | PDF
[View All Reports](#)

Contributions
[Set Up Recurring Contributions](#)

Import Queue
[0](#) Completed in the last 7 days
[Import Data From File](#)

Employer capabilities include:

- **Employee Management:** Online lookup helps employers respond to employees' questions and issues. Manage demographic changes.
- **Enrollment and Eligibility Management:** Enroll, updated enrollment and change employees' employment status via the interface. Use the import capabilities to integrate with WEX Health Cloud for exchanging eligibility files.
- **Account Funding & Contribution Management:** Multiple options available for funding accounts, including scheduled contributions, ACH funding, and file-based contribution submission, and recurring contribution processing.
- **Reporting:** Depending on your plan design, you automatically may receive a variety of notifications.

We also give you access to report generation features through the Employer Portal, so you can generate reports as needed.

Consumer Engagement

Consumers are taking an increasingly active role in their healthcare decision making. With WEX Health Cloud, you can give them the same kind of personalized experiences they've come to expect from other innovative consumer technologies—the kind that makes it hard to switch and keeps them coming back.

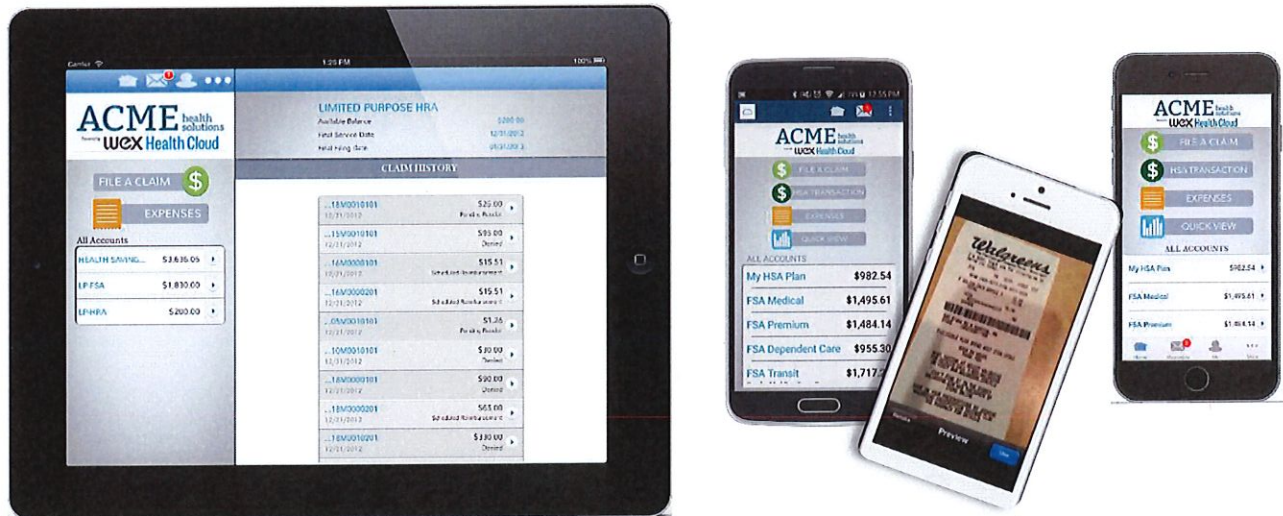
With WEX Health Cloud, consumers will enjoy a variety of time-saving features from their computer or smartphone such as the ability to:

- View, budget and plan, analyze, and manage all of their healthcare-related accounts and expenses 24x7
- Quickly check available balances and account details
- View interactive charts summarizing account information
- Set account alerts and get notifications via text message
- Promptly file claims for reimbursement accounts using receipt images
- Request distributions from accounts
- Contribute funds to an HSA

Mobile App

Our Mobile App brings intuitive navigation, fast access to common actions or tasks, simplified terminology, and both phone and tablet experiences that maximize the application delivery tools.

Consumers can save time and hassles while making the most of their HSA, HRA, and FSA health benefit accounts by quickly checking your balances and details. Our secure app makes managing health benefits easy through real-time access and intuitive navigation to important account information on the go!



Powerful features of the app for iOS (iPhone, iPod Touch, iPad) or Android-powered devices include:

Easy, Convenient & Secure

- Consumers may simply log in to the intuitive app using their same health benefits website username and password (or alternative instructions if provided).
- No sensitive account information is ever stored on the mobile device; secure encryption is used to protect all transmissions.
- Last log-in date and time is displayed for enhanced security and peace of mind.

Connects Consumers with the Details

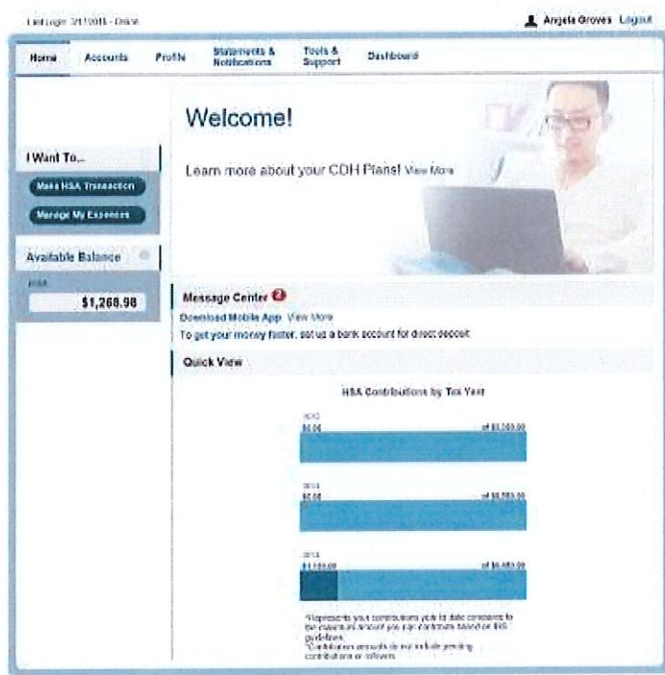
- Quickly check available balances 24/7.
- Access account details.
- View charts summarizing account(s).
- Click to call or email Customer Service.

Provides Additional Time-Saving Options

- View claims requiring receipts.
- Take a picture of a receipt and submit for a new or existing claim.
- Using expense tracker, enter medical expense information and supporting documentation to store for later use in paying claims.
- Report a lost debit card directly from the Our Mobile App.
- Reset/change a password and login to the WEX Health Cloud platform for the first time via the Our Mobile App.

Consumer Portal

The Consumer Portal allows consumers to become fully engaged in their benefit accounts. They may enroll in benefits, view information, store health expense data and receipts, file claims, file distribution requests, initiate a provider payment, manage their profile, view notifications, access forms, repay ineligible expenses by EFT and link to other helpful resources.



Managing Accounts

- View all account balance, history and transaction detail: View the balance of each account, status of historical and pending activity from contributions and funding sources, including Wellness, to claims, bill-pay and debit card transactions.
- Manage personal information and communication options: View/Update personal data, sign up for and manage direct deposit and card status, sign up for text and e-mail communications.
- Utilize the Consumer Dashboard, which consolidates all expense-driven reimbursements from any plan, expenses logged within the online or mobile applications, debit card transactions, and bill pay distributions attributable to health expenses.

Consumer Dashboard

The Consumer Dashboard consolidates all expenses, payments, claims loaded within the online or mobile applications, debit card transactions, and bill pay distributions attributable to any account.

The consumer may easily filter, organization, export and pay expenses out of the dashboard.

Consumer Dashboard

April Clarke Logout

HomeAccountsProfileStatements & NotificationsTools & SupportDashboard

I Want to...

Add Expense

Export Expenses

Expense

Reset All

All Expenses

Medical

Dental

More Options

Status

All Statuses

Unpaid

Ineligible

Pending

Partially Paid

Paid

Date

All Dates

2015

2014

More Options

Recipient

All Recipients

April Clarke

Cindy Clarke

More Options

Merchant/Provider

All Merchants/Providers

Dr. Sickels

Dr. Dental

More Options

Search

Description

Clear Search

Search

DashboardView Non-Healthcare

Expense Summary

Total Healthcare Expenses

\$728.92

Total Paid Expenses

\$419.34

Total Unpaid Expenses


\$309.58

Total Eligible to Submit: \$136.06

Date	Expense	Recipient/Patient	Merchant/Provider	Submitted Amount	Status
03/12/2015	Laboratory	April Clarke	-	\$100.00	\$
<div>Payment Details</div> <div>Description: Distribution</div> <div>Account: My HSA</div> <div>Expense Category: Laboratory</div> <div>Source: Online</div> <div>Date(s) of Service: 3/12/2015</div> <div>Requested On: 3/12/2015</div> <div>Paid: \$100.00</div>					
03/09/2015	Medical	April Clarke	-	\$50.00	\$
03/09/2015	Medical	April Clarke	-	\$25.00	\$
03/06/2015	Medical	April Clarke	-	\$1.00	\$
02/23/2015	Laboratory	Cindy Clarke	LabAmerica	\$79.06	\$ Pay
<div>Expense Details</div> <div>Description: X-Rays</div> <div>Source: Online</div> <div>Received Date: 3/6/2015</div> <div>Date(s) of Service: 2/23/2015</div> <div>Expense Amount: \$79.06</div> <div>Payable Amount: \$79.06</div> <div>Upload Receipt(s)</div> <div>View Receipt(s)</div> <div>Add Expense Note</div> <div>Mark as Paid</div> <div>Remove Expense</div> <div>Update Expense</div>					
02/23/2015	Chiropractic	April Clarke	-	\$25.00	\$
02/10/2015	Vision	April Clarke	Target Eyes	\$57.00	\$ Pay
01/22/2015	Medical	April Clarke	Target Eyes	\$73.87	\$
01/15/2015	Dental	April Clarke	Dr. Sickels	\$98.65	\$
01/09/2015	Medical	April Clarke	Dr. Sickels	\$219.34	\$

Contact Us - Call Consumer Support at (612) 555-5959, Toll Free at (800) 555-5959 or Email us at consumersupport@yourCDH.com

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 Creative
Companies

Page 8

WEX Health Payment Card

WEX Health Cloud includes a fully integrated Debit Card, a special-purpose branded MasterCard® or Visa® card with a magnetic strip and signature panel on the back.



The standard Debit Card contains:

- Partner's Toll-Free Customer Service phone number and web site
- Card can be embossed (up to 20 characters) with employer or partner's name under the participant's name (within MasterCard® or Visa® guidelines)
- Co-branded and private label cards are also available (additional fees and minimums apply)
 - Co-Branding: For an additional cost, and 2 weeks' additional lead time, the card can be co-branded with the Employer's or Administrator's logo in the top right hand corner
 - Semi-Custom: For an additional cost and 45 days additional lead time, a white card may be ultragraphed with one-color branding from standard available options; design may include a primary logo and a co-brand logo.
 - Private Label: For an additional cost and approximately 3-4 month lead time, the card can be completely personalized for a specific Employer or Administrator (minimum quantities apply)
 - Private Label with Co-Brand: Administrators with a Private Label Card may also opt to co-brand cards with the Employer's logo in the top right hand corner.

The Card's Proven Substantiation/ Compliance Process

Auto substantiation (A-S) is the use of electronic means to verify the benefit eligibility of card transactions. Since the IRS requires that 100% of FSA and HRA transactions be substantiated, a high A-S rate is the single biggest success factor for any benefit card program. We deliver an 85 – 95% overall A-S rate to our customers – the highest in the business – decreasing paperwork and increasing participant satisfaction.


To assure compliance with IRS regulations, we offer the maximum electronic substantiation capabilities to drive the minimum amount of paper. At the point of sale, we screen transactions first by availability of Inventory Information Approval Systems (IIAS) and by merchant category code (MCC), enabling us to disallow use of the card in locations that do not relate to the benefits (e.g., gas stations).

We offer the following substantiation options:

Auto-Substantiation Methods for Pharmacy Transactions	Auto-Substantiation Methods for Doctor, Hospital, Dental, and Vision Transactions
<ul style="list-style-type: none">• In IIAS participating merchants<ul style="list-style-type: none">• Inventory Information Approval Systems• In 90% certified merchants<ul style="list-style-type: none">• Retrospective PBM Matching• Copayment Matching• Recurring Expense Logic• For HRA pharmacy restrictions that cannot be handled by IIAS alone<ul style="list-style-type: none">• Patented Real-Time Data Matching at Point of Service	<ul style="list-style-type: none">• Retrospective Third-Party Data Matching (Over 145 carriers, including leading medical, dental, and vision carriers)• Copayment Matching• Recurring Expense Logic

Statements, Tax Documents, and Communications

Accountholders will receive Monthly Account Summaries electronically. Monthly Account Summaries also are accessible in the Portal. Summaries include balance information and activity detail for cash as well as investment accounts for the month.



723 Sample Ave
Minneapolis, MN 55555

MARIA ISLA
9002 BRENN ROAD EAST
HOPKINS, MN 55343

Period: 1/1/2013 - 1/31/2013
Consumer Support: (812) 555-0009
Online: ask-a-robot@demand.com

Available Balances as of 1/31/2013

Account Type	Opening Balance	Ending Balance	Average Daily Balance	Annual Percentage Yield Earned
HSA Cash Account	\$1,872.88	\$2,262.88	\$0.00	0.00 %
Investment Fair Market Value	\$0.00	\$222.88	\$0.00	
Total Balance	\$1,872.88	\$2,262.88		

Transaction Summary for HSA Cash Account

Current Period		Year To Date	
Deposits:	\$400.00	Deposits:	\$400.00
Withdrawals:	\$20.00	Withdrawals:	\$20.00
Transfer to Investments:	\$252.88	Transfer to Investments:	\$252.88
Transfer from Investments:	\$0.00	Transfer from Investments:	\$0.00

Overdraft and Returned Item Fees

Current Period		Year To Date	
Overdraft Fees:	\$0.00	Overdraft Fees:	\$0.00
Returned Item Fees:	\$0.00	Returned Item Fees:	\$0.00



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Period: 1/1/2013 - 1/31/2013
Consumer Support: (812) 555-0009
Online: ask-a-robot@demand.com

Transaction Details for HSA Cash Account

Date	Method	Description	Deposit	Withdrawal	Balance	Notes
1/1/2013	None	Transfer Cash to Investment	\$212.88	\$2,000.00		
1/24/2013	EFT	Participant Contribution	\$400.00		\$2,262.88	
1/11/2013	Check	Distribution		\$20.00	\$1,882.88	



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Period: 1/1/2013 - 1/31/2013
Consumer Support: (812) 555-0009
Online: ask-a-robot@demand.com

HSA Investment Account Summary

Asset Class	Investment Name	Portfolio Percent	\$1,000	P100	Beginning Balance	Ending Balance	Balance Change
MONEY MARKET	MCB INTEREST BEARING ACCOUNT	100.00%	100.000	\$1.00	\$0.00	\$222.88	\$222.88
Total		100.00%			\$0.00	\$222.88	\$222.88

The employee will receive via mail and also has online access to IRS Form 1099-SA and IRS Form 5498-SA tax reports.


Consumers also may receive account balances and other alerts via text messages on any mobile device.

Security

The trust that our employer and consumer customers place in us by choosing us as their administrator and storing their data on our platform is not something that we will ever take lightly. The WEX Health IT Infrastructure and Application Development teams employ the best available security technology and practices to keep your data safe.

WEX Health, Inc. and WEX Health Cloud are SSAE 16 SOC 1 Type 2, Payment Card Industry Data Security Standard (PCI DSS) Level 1, and HIPAA certified.

Some of our numerous security measures include:



Data Centers	Tier 3 Data Centers for Production and Disaster Recovery SSAE 16 SOC 1 Type 2 Certified Security guards on location 24/7 Security cameras	Burglar alarms Biometrics required for access Access requires dual participation Separate locks on cage and racks
Infrastructure	World-class firewalls Intrusion Protection/Detection Data Leakage Protection IP Blocking by geography codes	Penetration tests quarterly Mobile devices do not store login credentials Passcode needed for mobile access
Application	.NET forms authentication Passwords are hashed with salt Role-based security Requires HTTPS TLS connection Configurable session timeout	System requires strong passwords with minimum length, mixed case, numbers, symbols, no repetition, and lockdown after failed attempts Multi-Factor Authentication available
Data	Full database encryption at rest and in backup Data in motion encrypted TLS Data element encryption (passwords)	Multi-tenant data token certifies data access Card numbers tokenized SSN masking within forms

Plans Offered

HRA Management

The market is experiencing a large increase in HRA plan adoption, with many creative plan rules. Partner's HRA plan design, consultation, and unique solution process is very robust.

Our HRA solution allows employees to:

- Store and view health care spending data in unique ways, to truly engage them in management of not only the HRA, but awareness of what kind of health care expenses they are experiencing over time
- Access accounts in several convenient ways. Our Consumer Portal, mobile application, and debit card are all fully integrated to provide a convenient and streamlined experience.
- Track employer contribution deposits and payment history

Our HRA solution allows you, the sponsor of the HRA program, to:

- Choose from basic HRA plan designs, such as HRA with individual/ family deductible, HRA with copayments for specific expense types, HRA with percentage payouts, and HRA with embedded deductible
- Offer creative HRA solutions with multi-tier coinsurance HRA plan designs, including family-only co-insurance by tiers, individual-only co-insurance by tiers, individual and family co-insurance by tiers, individual and family co-insurance by tiers, based on coverage level (if family coverage follow family tiers, if individual coverage follow individual tiers), and embedded individual and family co-insurance by tiers
- Manage HRA contributions, schedules, and reimbursement rules within the interface and allow for tiered contributions (individual, individual + spouse, etc.), custom contribution schedules, and individual/member maximums
- Accept wellness incentive contributions within an existing HRA or stand-alone for further employee engagement in their health care

FSA Management

Flexible Spending Accounts enable consumers to budget for qualified expenses and contain costs through tax savings. Participation in flexible spending accounts is expected to rise due to recent regulatory changes allowing the opportunity for rollovers.

Our FSA solution allows employees to:

- Store and view health care spending data in unique ways, to truly engage them in management of not only the FSA, but awareness of what kind of health care expenses they are experiencing over time
- Access accounts in several convenient ways. Our Consumer Portal, mobile application, and debit card are all fully integrated to provide a convenient and streamlined experience.
- Track FSA payroll contribution deposits and payment history

Our FSA solution will provide you, the sponsor of the FSA program, to:

- Take advantage of comprehensive, one-stop, compliant FSA administration capability.
- Offer a full-scope Section 213(d) FSA plan, limited FSA, and/or Dependent Care FSA.

125 Non-Discrimination Testing

We provide non-discrimination testing as follows:

- We will work with you to receive non-discrimination testing data for testing and reporting as requested.
- We will leverage flexible rules, settings, and adjustable parameters to allow for maximum opportunity for test performance.
- Five tests are included as required based on your plan design: Eligibility (levels reported), Concentration, Benefits, Average Benefits (DCAP), and Owners (DCAP) tests.

Implementation and Support

Implementation

You will have a dedicated implementation and support team focused on providing high quality service to you and your employees.

Enrollment Education and Support

Communication is key to making the program successful. We offer a comprehensive array of enrollment and participant communications:

- Enrollment materials are designed to optimize participation by promoting tax-favored benefits and explaining how the Mobile App and the Card make CDH accounts easy for the consumer to access. Our research shows that availability of cards influences enrollment in almost 2/3 of participants.
- Consumer and Employer Portal QuickStart Guides help you and your employees make the most of their online capabilities.
- Cardholder materials include simple instructions on the proper use of the card to ensure a high degree of employee satisfaction.

Customer Service

Our program is designed to provide many self-service features for you and your employees. When questions and issues do arise, ABS will provide responsive customer support Monday through Friday from 8:30am Eastern Time to 4:30PM Eastern Time.



October 22, 2019

FLEXIBLE SPENDING & HRA ACCOUNT PRICING-DEBIT CARD

FSA & HRA Implementation

Includes:

- Summary Plan Document Preparation
- Bank account establishment
- Discrimination testing and reporting
- Plan Participation reporting
- Employee Meetings

Monthly Administration Fee

\$4.00 pm/pm Rate guarantee 3 years (1/1/20 to 12/31/22)

Includes:

- 1 debit card per participant (2 per family)
- Ongoing monthly employer reporting
- Request for funding
- Printing and issuing checks
- Check registers
- Verification of eligible expenses and member notifications
- 5500 filing information
- Claim Adjudication and Customer Service
- Annual reports
- Annual utilization statements
- All postage
- Enrollment Forms/Election Forms

Replacement Card Cost

\$5.00/per card

DATE: October 22, 2019

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Emergency Repairs – Vactor Truck #160

INTRODUCTION:

City vehicle #160, a 2012 Vactor Jet sewer maintenance truck, requires emergency repairs in excess of \$6,000. The Department of Public Services requested emergency authorization to proceed with the repairs for this critical piece of equipment.

BACKGROUND:

The vacuum system's hydraulic coupler fluid fill plug threads became stripped and unable to be repaired without replacing the fluid coupler body, which requires extensive disassembly to access – a specialized task for which the city's maintenance garage is not equipped.

LEGAL REVIEW:

No legal review is required for this item.

FISCAL IMPACT:

Jack Doheny, the sole-source service provider in this region, estimates the repairs will total \$7,905.35.

SUMMARY:

The Department of Public Services requests City Commission confirmation of the manager's authorization to proceed with emergency repairs related to vehicle #160.

ATTACHMENTS:

- Repair Quote – Jack Doheny Companies

SUGGESTED RESOLUTION:

To confirm the City Manager's authorization for the emergency expenditure related to the repair of vehicle #160 by Jack Doheny Companies in the amount of \$7,905.35 from the Auto Equipment Fund account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.

Remittance Address:
 Jack Doheny Companies, Inc.
 L-3846
 Columbus, OH 43260-3846



Phone (248) 349-0904
 Fax (248) 349-2774
 www.DohenyCompanies.com

Customer
 BIRM001

W O R K O R D E R
 ** QUOTE **

Document
 W04686

Pg
 1

10/14/19

13:50

Sold To
 CITY OF BIRMINGHAM
 851 SOUTH ETON
 BIRMINGHAM MI 48009

Ship To
 BOB
 CITY OF BIRMINGHAM
 851 SOUTH ETON
 BIRMINGHAM MI 48009

248/530-1820

248/530-1820

FOB JDC NORTHVILLE MI FACILITY

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
001		VA	2115J6P	12-05V-13093	000005608	4,770	DS	BIRM001	

Ord	Ship	Description	Each	Amount
-----	------	-------------	------	--------

Ordered 10/14/19

ESTIMATE IS FOR DISASSEMBLING THE UNITS VACUUM SYSTEM
 AND REPLACING THE UNITS FLUID COUPLER FRONT HALF.THE
 FILL PLUG HOLE IS STRIPPED OUT.

1	1	VA 48831C	*	2,866.84	2,866.84
		FLUID COUPLING HALF			
1	1	1 VA 48831F	C1T34 *	7.29	7.29
		SEAL,OIL FILL (4883			
1	1	1 VA 48831J	C1T38 *	402.75	402.75
		SEAL KIT (48831)			
3	3	ZZ ECOSAFE	OIL *	56.99	170.97
		ISO 46; FR			
		GALLON			
8	8	8 ZZ ISO68	OIL *	3.75	30.00
		SYN COTTA OIL (PINT)			
		TOTAL PARTS			3,477.85

CONTINUED

SEE REVERSE SIDE FOR SALE TERMS AND CONDITIONS
 PLEASE NOTE NEW REMITTANCE ADDRESS

Remittance Address:
Jack Doheny Companies, Inc.
L-3846
Columbus, OH 43260-3846



Phone (248) 349-0904
Fax (248) 349-2774
www.DohenyCompanies.com

Customer
BIRM001

W O R K O R D E R
** QUOTE **

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10/14/19

13:50

Sold To
CITY OF BIRMINGHAM
851 SOUTH ETON
BIRMINGHAM MI 48009

Ship To
BOB
CITY OF BIRMINGHAM
851 SOUTH ETON
BIRMINGHAM MI 48009

248/530-1820

248/530-1820

FOB JDC NORTHVILLE MI FACILITY

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
001		VA	2115J6P	12-05V-13093	000005608	4,770	DS	BIRM001	

Ord	Ship	Description	Each	Amount
	35.00	LABOR	115.00	4,025.00
		SHOP SUPPLIES/EXPENSE		402.50
		MICHIGAN MUNICIPAL TAX EXEMPT		N/C

* Interested in receiving your invoices by email *
* For details call 800-336-4369 and ask for A/R *

Total 7,905.35

Authorized Signature

Date

Pulled By

Checked By

SEE REVERSE SIDE FOR SALE TERMS AND CONDITIONS
PLEASE NOTE NEW REMITTANCE ADDRESS



MEMORANDUM

Department of Public Services

DATE: October 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Fall 2019 Tree Purchase and Planting Project

INTRODUCTION:

Twice a year, the City of Birmingham plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. Sealed bids were opened on Thursday, October 10, 2019 for the cost to provide and plant ninety-six (96) trees. The request for proposals was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. The trees will be planted along various street rights-of-way and parks during late fall 2019.

BACKGROUND:

This purchase will include providing all trees, planting, topsoil, and necessary pruning. Watering is not be required, as the trees are dormant when they are dug this time of year. The trees also come with a two-year warranty. The bulk of the planting will occur in the right of way on various residential streets, and a few will be planted in City parks.

Three (3) bidders responded to the request for proposals. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Deviations?
Greg Davis Landscape Services	\$38,315.00	No
Crimboli Nursery, Inc.	\$59,096.00	No
Stephen's Land Maintenance, LLC	\$107,480.00	Yes

Greg Davis Landscape Services is able to supply all trees and perform all work as requested.

LEGAL REVIEW:

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

FISCAL IMPACT:

This project was included in the 2019-2020 Approved Budget. Funds are available from the Local Streets Fund-Forestry Service Contract account, the Major Streets Fund-Forestry Service Contract account, the Local Streets Fund-Operating Supplies account, the Major Streets Fund-Operating Supplies account, and the Parks Other Contractual Services account for these services.

PUBLIC COMMUNICATIONS:

The Department of Public Services (DPS) mails a postcard to all residential addresses receiving a tree as part of the fall or spring planting program. It provides details of the upcoming planting project and informs them they will be receiving a tree. Upon the tree being planted a door hanger is provided at the residence with tree care instructions including water requirements.

SUMMARY:

The Department of Public Services recommends awarding the fall 2019 tree purchase and planting project to Greg Davis Landscape Services; they are the lowest responsible and responsive bidder for the fall 2019 Tree Purchase and Planting Project.

We have awarded planting projects to Greg Davis Landscape Services in previous seasons and were satisfied with the quality of tree stock and service provided. The average cost per tree planted this fall planting season will be \$399.11. Some recent planting costs compare as follows: The average cost per tree for the spring 2019 planting project consisting of 66 trees was \$354.93. The fall 2018 tree purchase and plant project consisted of 139 trees and averaged \$318.90 per tree. Spring 2018's plant of 102 trees averaged \$462.55 per tree.

ATTACHMENTS:

The Agreement including the required Insurance Certificate, Bidder's Agreement, Cost Proposal, Completion Date, and Iran Sanctions Act Vendor Certification Form are attached for your review.

SUGGESTED RESOLUTION:

To approve the purchase and planting of ninety-six (96) trees from Greg Davis Landscape Services for the Fall 2019 Tree Purchase and Planting Project for a total project cost not to exceed \$38,315.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 and the Parks- Other Contractual Services account #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

ATTACHMENT A - AGREEMENT
Fall 2019 Tree Purchase and Planting Project

This AGREEMENT, made this _____ day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Greg Davis Landscape Services, Inc., having its principal office at 471 Renaud Rd, Gross Pointe Woods, MI 48236 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Services Department, is desirous of having work completed to supply and install trees in the right of ways, and parks in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform tree supply and planting of eighty-eight (88) 3"-3 1/2" caliper B&B trees and eight (8) 2"-2.5" caliper B&B trees, a total of ninety-six (96) trees, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform tree supply and planting.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform tree supply and planting and the Contractor's cost proposal dated October 10, 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 \$38,315.00, as set forth in the Contractor's October 10, 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 applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: 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.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

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.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- 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: Carrie Laird
851 S. Eton St.
Birmingham, MI 48009
claird@bhamgov.org
248-530-1714

CONTRACTOR:

Greg Davis Landscape Services
471 Renaud Rd, Grosse Pte Woods MI
313-790-1330 48236

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
18. **FAIR PROCUREMENT OPPORTUNITY:** Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:

CONTRACTOR

By:  _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Patricia Bordman


Its: Mayor

By: _____

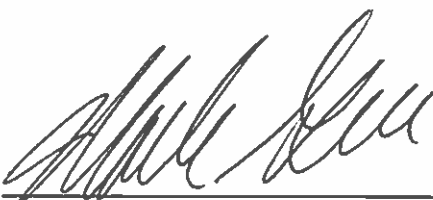
Cheryl Arft

Its: Acting City Clerk

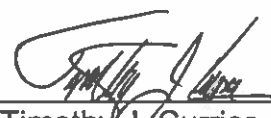
Approved:




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



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



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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1690 Watertower Place #500 East Lansing MI 48823	CONTACT NAME: Rochelle Ross	
	PHONE (A/C, No, Ext): 517-664-2734 FAX (A/C, No): 517-319-1275	
	E-MAIL ADDRESS: rochelle_ross@aig.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Michigan Horticultural Industries Self Insured Wor	
	INSURER B: SECURA Insurance A Mutual Company	22543
	INSURER C: Midwest Employers Casualty Company	23612
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Greg Davis Landscaping Inc
Greg Davis Landscape Services
471 Renaud Road
Grosse Pointe Woods MI 48236

GREGD-1

COVERAGES**CERTIFICATE NUMBER:** 1253305822**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
B	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	20-TC-003137937-9	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EBL AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	20A0031379389	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20CU0031703119	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	GREGDH GREGDH	7/1/2019 7/1/2019	6/30/2020 6/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Fall 2019 Tree Purchase and Planting Project.

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 are listed as Additional Insured with respect to Commercial Auto & General Liability, primary & non-contributory basis including Products & Completed Operation as per the attached CGE 1037 and CA 2048. A 30 day notice of cancellation will be provided by Secura Insurance for the General Liability & Auto policies except in the event of non-pay, a 10 day notice will be given. **Note- additional insured coverage is provided as it pertains to work performed by the named insured, per written contract, per policy conditions

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham
151 Martin St.
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

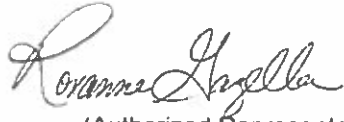
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10-13-2015	Countersigned By:  (Authorized Representative)
Named Insured: Greg Davis Landscaping, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): City of Birmingham

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Amendment – Aggregate Limits Of Insurance (Per Project)

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

City of Birmingham
Attn: Finance Director
PO Box 3001
151 Martin Street
Birmingham, MI 48012

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.


ORIGINAL

ATTACHMENT B - BIDDER'S AGREEMENT
Fall 2019 Tree Purchase and Planting Project

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

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

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

<u>MEG DAVIS</u>	<u>10/10/19</u>
PREPARED BY	DATE
(Print Name)	
<u>OWNER</u>	<u>10/10/19</u>
TITLE	DATE
	<u>gwd@landscap@aol.com</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>MEG DAVIS LANDSCAPE SERVICES</u>	
COMPANY	
<u>471 PENAUD RD. GROSSE POINTE WOODS, MI 48236</u>	
ADDRESS	PHONE
	<u>313-790-1330</u>
<u>MEG DAVIS LANDSCAPE</u>	<u>313-790-1330</u>
NAME OF PARENT COMPANY	PHONE
ADDRESS	


ATTACHMENT C - COST PROPOSAL
Fall 2019 Tree Purchase and Planting Project

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:

ITEM		UNIT PRICE	BID AMOUNT		NOTES
SPECIES	QUANTITY		WITH 2 YEAR WARRANTY	PROPOSED ALTERNATE (IF APPLICABLE)	
ARMSTRONG MAPLE	5 @ 2"-2.5"	280	\$ 1400		
DISEASE RESISTANT ELM "PRINCETON"	78 @ 3"-3.5"	400	\$ 31,200		
ENGLISH OAK	1 @ 3"-3.5"	375	\$ 375		
IVORY SILK LILAC	1 @ 2"-2.5"	\$ 280	280		
IVORY SILK LILAC	9 @ 3"-3.5"	500	4500		
HONEY LOCUST	2 @ 2"-2.5"	280	560		
TOTAL:	88 @ 3"-3.5" 8 @ 2"-2.5" 96 total		\$ 38,315		

TOTAL PROJECT COST: \$ 38,315.00
 Tree stock, related planting materials and installation (per specifications).

Firm Name GREG DAVIS LANDSCAPE SERVICES

Authorized signature  Date 10/10/19

ATTACHMENT D – COMPLETION DATE
Fall 2019 Tree Purchase and Planting Project

COMPLETION DATE: December 20, 2018

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

It is mandatory that the entire project is completed on or before December 20, 2019.

- (X) Our company can meet the completion date.
() Our company cannot meet the completion date but offers:

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

THIS WORK CAN BE COMPLETED IN 4-5 DAYS
AFTER THE TREES ARE DUG AND DELIVERED
AFTER THE FIRST FROST. WE'VE PERFORMED
THE PROJECT 2 TIMES BEFORE AS WELL AS
THE SAME FOR REFERENCES BELOW MULTIPLE
TIMES EARLIER.

Company Name: J. Flores


REFERENCES

- 1) ARICA FLORES, CITY OF LIVONIA
734-516-6253
aflores@ci.livonia.mi.us
- 2) DINO TURCATO
586-873-5798
dturcato@cityofwarren.org
- 3) JOSEPH MERUCCI
586-453-2025
jmerucci@eastpointecity.org

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Fall 2019 Tree Purchase and Planting Project

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

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

CNEG DAVIS		10/10/19	
PREPARED BY (Print Name)		DATE	
B WINTER		10/10/19	
TITLE		DATE	
		gwdavis@aol.com	
AUTHORIZED SIGNATURE		E-MAIL ADDRESS	
CNEG DAVIS LANDSCAPE			
COMPANY			
471 PENNAUD RD GROSSE POE WOODS, MI 48236		PHONE	
ADDRESS		313-790-1330	
CNEG DAVIS LANDSCAPE SERVICES		PHONE	
NAME OF PARENT COMPANY		PHONE	
SAMP			
ADDRESS			
01-084-3044			
TAXPAYER I.D.#			

DATE: October 18, 2019

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Millrace and Lakeside Yield Sign Request

INTRODUCTION:

Staff received complaints from residents that there are no traffic control signs at the intersection of Millrace and Lakeside. Residents advised the intersection is dangerous and were concerned that drivers were not yielding when turning off Millrace onto Lakeside.

BACKGROUND:

At the March 7th Multi-Modal Transportation Board (MMTB) meeting the request was reviewed. Traffic studies and accident data were reviewed for this area. According to the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) for uncontrolled intersections the following rules apply: "Right of Way at Intersections", when two vehicles approach an intersection from different streets or highways at approximately the same times, the right-of-way rule requires the driver of the vehicle on the left to yield the right-of-way to the vehicle on the right. In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

1. The combined vehicular, bicycle and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day.
2. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary.
3. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

The intersection was reviewed and no accidents were reported, in the last three years. In 2016 a traffic count was conducted on Lakeside near Millrace, the highest daily total of vehicles was 522. Based on the information obtained and the complaints received, the City's engineering traffic consultants, Fleis and Vandenbrink, were contacted and asked to review the intersection. See attached report and recommendation for the installation of a Yield sign due to sight line visibility concerns.

At this March 7th meeting the MMTB recommended a Yield Sign be installed and a review after three months.

A review of this Yield sign was conducted and presented at the September 5th MMTB meeting.

On June 11th a request for feedback was sent to the same seven contacts that were part of the original email group for the request. Three return messages were received which are attached to this report. Generally, they committed on other suggested changes with one reply stating the signs have helped.

A review of the intersection prior to the original memo revealed there had been no reported accidents or citations issued at this intersection. During the trial period there were no new reports or incidents filed.

The MMTB made a recommendation to the City Commission to permanently install the Yield Sign on Millrace at Lakeside.

LEGAL REVIEW:

No legal review was conducted.

FISCAL IMPACT:

There is no cost, the sign was installed by the Department of Public Services.

SUMMARY:

A request was received by staff from residents to install a Stop Sign on Millrace at Lakeside. A review of the intersection was completed to determine if the location met the requirements per the MMUTCD. Traffic volumes and accident data fell well below the requirements per the MMUTCD. Our engineering consultants, Fleis and Vandenbrink, were asked to review the intersection for possible sight line issue. After their review, F&V recommended the installation of a Yield Sign.

The MMTB first reviewed the request at the March 7th meeting. They requested the sign be temporarily installed and a review conducted after three months. A review was brought back to the MMTB at the September 5th meeting. After the review, the MMTB recommended to the City Commission that the signs be installed permanently.

ATTACHMENTS:

1. Memo to the MMTB for the March 7th meeting.
 - a. Resident emails asking for a stop sign.
 - b. Fleis & Vandenbrink intersection evaluation report.
 - c. Traffic count from June of 2016.
 - d. MMTB Minutes from the March 7th meeting.
2. Memo to the MMTB for the September 5th meeting. (3 Month Review)
 - a. Resident emails gather for review of Yield Sign.
 - b. Traffic count from October of 2019.
 - c. MMTB minutes from the September 5th meeting.

SUGGESTED RESOLUTION:

To approve the installation of a Yield Sign on Millrace at Lakeside. Further, to direct the Chief of Police and the City Clerk to sign the traffic control order on behalf of the City establishing the installation of a "Yield" sign on Millrace at Lakeside.

DATE: February 27, 2019

TO: Multi-Model Transportation Board

FROM: Jana L. Ecker, Planning Director
Cmdr. Scott Grewe, Police Department
Paul T. O'Meara, City Engineer

SUBJECT: Millrace and Lakeside Intersection Review

The City received complaints from residents that there are no traffic control signs at the intersection of Millrace and Lakeside. The residents advised the intersection is dangerous and were concerned that drivers were not yielding when turning off of Millrace onto Lakeside. They stated the area gets numerous visitors due to its proximity to the river and waterfalls. See attached emails from two residents in the area.

Traffic studies and accident data were reviewed for this neighborhood. According to the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) for uncontrolled intersections the following rules apply: "Right of Way at Intersections", when two vehicles approach an intersection from different streets or highways at approximately the same times, the right-of-way rule requires the driver of the vehicle on the left to yield the right-of-way to the vehicle on the right. In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

1. The combined vehicular, bicycle and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day.
2. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary.
3. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

The intersection was reviewed and no accidents were reported, in the last three years. In 2016 a traffic count was conducted on Lakeside near Millrace, the highest daily total of vehicles was 522. Based on the information obtained and the complaints received, the City's engineering traffic consultants, Fleis and Vandenbrink, were contacted and asked to review the intersection. See attached report and recommendation for the installation of a Yield sign due to sight line visibility concerns.

Suggested Recommendation:
To install a YIELD sign on Millrace at Lakeside.



Scott Grewe <sgrewe@bhamgov.org>

Stop sign at Millrace and Lakeside Drive

Shawn Mobley-Sulich <smsulich@comcast.net>

Tue, Feb 12, 2019 at 12:22 PM

To: sgrewe@bhamgov.org

Cc: Andrew Sulich <asulich@msn.com>, Marc Schwartz <Marcsart@msn.com>, pboutros@bhamgov.org, paomeara@bhamgov.org, Michelle Saroki <michellesaroki@yahoo.com>, marcia.lucy@aol.com, jeremywolfe@gmail.com, Mia <miawoodward@gmail.com>

Dear Commander Grewe,

I am writing with a request for your consideration of a stop sign at the intersection of Millrace and Lakeside Drive. Marc Schwartz and I met with Paul O'Meara regarding concerns about the amount of turnaround traffic that enters Millrace, to find that it is a dead end street. In frustration, motorists speed off of that street onto Lakeside without yielding to traffic or pedestrians. I have a disabled adult son who enjoys riding his bike and I fear he is going to get hit. We also have families with young children in the area and a Birmingham School bus that stops at that corner. A majority of us also have dogs and enjoy being outside with them.

We met many months ago regarding our concerns and were hoping to have some resolution on this issue. I welcome your thoughts on this issue and thank you for your careful consideration.

Respectfully,

Dr. Shawn Mobley-Sulich



Scott Grewe <sgrewe@bhamgov.org>

Stop sign at Millrace and Lakeside Drive

marcia.lucy@aol.com <marcia.lucy@aol.com>

Thu, Feb 14, 2019 at 12:38 PM

To: Sgrewe@bhamgov.org, smsulich@comcast.net

Cc: asulich@msn.com, Marcsart@msn.com, pboutros@bhamgov.org, paomeara@bhamgov.org, michellesaroki@yahoo.com, jeremywolfe@gmail.com, miawoodward@gmail.com

I live on the *corner of Millrace and Lakeside* so I have a stake in this discussion. I am wondering what month/season of the year the study was done? Besides number of vehicles, there is the traffic of bicyclists, walkers, with and without dogs. **That** is a very important consideration, too. Daily, I see cars not even pausing as they come off Millrace, witnessing many a near collision of vehicles. In the warmer months, the pedestrian/canine traffic at an all-time high, it is of utmost concern to me, as cars coming around the curve on the narrow two-way street, really need to slow down and let slower moving units go by!

I think we are very very lucky that there has not been an accident, either between 2 cars or a car/walker, etc. I would like to voice my opinion that I agree there should be a sign that says YIELD or STOP. I shudder to think that it will take a loss of life or limb to stop playing cat -and -mouse at this intersection. In the meantime, I will keep my first aid kit handy by my front door, just in case!

Marcy Klucznik

280 Millrace

[Quoted text hidden]

MEMO

VIA EMAIL

To: Cmdr. Scott Grewe, Operations Commander
Birmingham Police

From: Julie M. Kroll, PE, PTOE
Jacob J. Swanson, EIT
Fleis & VandenBrink Engineering

Date: February 22, 2019

Re: **Millrace and Lakeside Intersection Evaluation**

Fleis & VandenBrink (F&V) staff is pleased to present this memo to the City Birmingham for your use evaluating the recommended signing for the uncontrolled intersection of Millrace Road and Lakeside Drive. This study was performed to determine if intersection control should be provided at the uncontrolled intersection.

The guidance regarding regulatory traffic measures is provided in the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* Sections 2B.04, 2B.06, and 2B.07. Additional information is provided in the American Association of State Highway and Transportation Officials *Geometric Design of Highway and Streets (Green Book)* and the *Guidelines for Converting Stop to Yield Control at Intersections*, National Cooperative Highway Research Program (NCHRP) Report 320. F&V referenced the *MMUTCD* and additional documents to evaluate the existing intersection conditions and develop a recommendation. The results of the analysis and the recommendations are included herein.

INTERSECTION CONTROL ANALYSIS

Section 2B.04 of the *MMUTCD* provides a set of criteria to evaluate in order to determine when intersection control (YIELD or STOP) should be considered at the intersection of two local streets. The use of YIELD or STOP signs should be considered if any of the following conditions exists:

- A. *The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches exceed 2,000 vehicles per day*
- B. *The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary.*
- C. *Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.*

The Birmingham Police Department (BPD) collected traffic volume count data along Lakeside Drive in 2016 and indicated the highest daily vehicle count was **522 vehicles**. Additionally, the BPD reviewed the most recent 3-years of available crash data for the intersection of Millrace Road and Lakeside Drive; the results indicate that **zero crashes** occurred, as a result of failure to yield right-of-way, during the 3-year period. Reviewing the data collected by the BPD, it was concluded that **Condition A** and **Condition C** are not met.

Section 2B.04 MMUTCD	Criteria	Data	Condition Met
Condition A	> 2,000 veh/peds/bikes per day	522 veh	Not Met
Condition C	5 or more crashes	0 crashes	Not Met

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079
www.fveng.com

To evaluate Condition B, F&V conducted an evaluation of the corner clearance for the study intersection and compared existing conditions to the requirements for corner clearance outlined in the AASHTO *Green Book*.

The intersection sight distance evaluation is shown on the attached figure. The evaluation indicates that the study intersection of Millrace Road and Lakeside Drive does not have the necessary intersection corner clearance to operate as an uncontrolled intersection, due to line of sight obstructions. Therefore, traffic control signage is recommended at the intersection of Millrace Road and Lakeside Drive. Further analysis was performed to determine whether a Yield Sign or Stop Sign is the appropriate traffic control. This analysis is summarized below.

YIELD CONTROL ANALYSIS

The *MMUTCD* recommends the use of STOP signs only when warranted. The NCHRP report recommends a wider use of YIELD signs for new intersections, where the given criteria are met. For the purpose of this evaluation, the installation of intersection control signage at a previously uncontrolled intersection functions similarly to the evaluation of intersection control for the installation of a new intersection. At many locations, the most appropriate intersection control measure will be YIELD signs or no control at all. The NCHRP report provided guidelines to use when evaluating where YIELD signs are to be used for intersection control. The criterion encompassed in these guidelines includes the evaluation of the following: Roadway Classification, Traffic Volumes, Speeds, and Crashes. The analysis is summarized below.

ROADWAY CLASSIFICATION

The major street has been designated as a through street with control along a substantial length that grants or implies right-of-way by using traffic. Met.

Both Millrace Road and Lakeside Drive are classified as Local Streets; therefore, the designation of which roadway is the major street cannot be determined solely on the basis of roadway classification. However, the intersection is a three-way "T-leg" intersection; this produces an underlying implication that the major roadway is designated as the through street (Lakeside Drive) and the dead-end street (Millrace Road) is the minor roadway. Therefore, it is recommended that traffic control signage be provided on **Millrace Road**.

TRAFFIC VOLUMES

The average daily traffic should be less than 1,500 vehicles per day on the major street and less than 600 vehicles per day on the minor street. Met.

The BPD collected traffic volume data in 2016 along Lakeside Drive of 522 vehicles per day, therefore the traffic volumes fall below the given thresholds.

SPEED DATA

The intersection(s) should be a residential street intersection with a speed limit of 25 mph or lower. Met.

The speed limit for Millrace Road and Lakeside Drive is 25 mph; however, people will drive the speed that they feel is "comfortable" for the roadway and is dependent on several factors (road condition, width, set-back, lane width, etc.) Therefore, engineers use the 85th percentile speed as a guide to set the speed limit to provide a safe speed and to promote uniform traffic flow along a corridor. The 85th percentile speed is the speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point. There is no available speed data along the study roadways; therefore, the speed limit (25 mph) was assumed to be the 85th percentile speed.

Existing speed data was collected by the Birmingham Police Department, on Tuesday-Friday, June 21, 2016 – June 24, 2016 along Lakeside Drive between Harmon Road and Millrace Road. The speed data is summarized below, and the detailed speed data are attached.

85TH PERCENTILE SPEEDS (MPH)

Count Location	NB	SB	Combined
Lakeside Drive (Harmon Road to Millrace Road)	25	25	25

The results of the analyses show that the 85th percentile speeds are equivalent to the posted speed limit and are within the typical range for a residential neighborhood. Therefore, the evaluation was completed assuming an 85th percentile speed of 25mph.

CRASH DATA

No more than two crashes involving vehicles on the minor street have occurred over the past three years. Met.

The BPD performed a crash analysis for the study intersection. The results of their analysis showed that, within the most recent three years of data, **zero** crashes occurred.

SUMMARY

The results of the analysis show that intersection control should be provided for the intersection of Millrace Road and Lakeside Drive. The study indicates that traffic control should be provided on Millrace Road and that YIELD control is the recommended traffic control device. The analysis results are summarized below.

YIELD Sign Criterion (NCHRP Report, 320)		Met?
Roadway Classification	<i>The major street has been designated as a through street with control along a substantial length that grants or implies right-of-way by using traffic.</i>	Yes
Traffic Volumes	<i>The average daily traffic should be less than 1,500 vehicles per day on the major street and less than 600 vehicles per day on the minor street.</i>	Yes
Speeds	<i>The intersection(s) should be a residential street intersection with a speed limit of 25 mph or lower.</i>	Yes
Crashes	<i>No more than two crashes involving vehicles on the minor street have occurred over the past three years</i>	Yes
YIELD Control Recommended		Yes

RECOMMENDATIONS

1. Based on the results of this study, YIELD control is recommended on **Millrace Road** at Lakeside Drive.
2. If the conditions and crash patterns at the study intersection changes, the City should consider reevaluating the intersection to determine if changes to the traffic control measures are warranted and recommended.

If you have any questions or concerns regarding this engineering analysis, please contact our office.

JJS: JMK



Randall St

Millrace & Lakeside

Mill Race

Date\Speed (MPH)	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65	Lane1 Total
6/21/2016	0	10	21	53	75	24	3	0	0	0	0	0	0	1	187
6/22/2016	0	4	31	58	72	21	12	0	0	0	0	0	0	4	202
6/23/2016	0	1	24	73	101	20	8	0	0	0	0	0	0	2	229
6/24/2016	0	1	1	2	6	3	0	0	0	0	0	0	0	0	13
Lane1 Total	0	16	77	186	254	68	23	0	0	0	0	0	0	7	631

85 percentile = 25

Date\Speed (MPH)	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65	Lane2 Total
6/21/2016	0	5	45	87	92	40	3	1	0	0	0	0	0	0	273
6/22/2016	0	12	50	76	71	34	4	0	0	0	0	0	0	2	249
6/23/2016	0	4	51	94	100	40	3	0	0	0	0	0	0	1	293
6/24/2016	0	0	3	4	6	9	1	0	0	0	0	0	0	0	23
Lane2 Total	0	21	149	261	269	123	11	1	0	0	0	0	0	3	838

85 percentile = 25

Date\Speed (MPH)	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65	Combined Total
6/21/2016	0	15	66	140	167	64	6	1	0	0	0	0	0	1	460
6/22/2016	0	16	81	134	143	55	16	0	0	0	0	0	0	6	451
6/23/2016	0	5	75	167	201	60	11	0	0	0	0	0	0	3	522
6/24/2016	0	1	4	6	12	12	1	0	0	0	0	0	0	0	36
Combined Total	0	37	226	447	523	191	34	1	0	0	0	0	0	10	1469

85 percentile = 25

**CITY OF BIRMINGHAM MULTI-MODAL
TRANSPORTATION BOARD THURSDAY,
MARCH 7, 2019
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, March 7, 2019.

Chairwoman Johanna Slanga convened the meeting at 6:02 p.m.

1. ROLL CALL

Present: Chairwoman Johanna Slanga, Vice-Chairwoman Lara Edwards; Board Members Amy Folberg, Daniel Rontal, Katie Schafer, Doug White, Joe Zane; Student Representatives Chris Capone, Bennett Pompi

Absent: None

Present in Audience: Alternate Board Member Daniel Isaksen

Administration: Jana Ecker, Planning Director
Scott Grewe, Police Commander
Paul O'Meara, City Engineer
Laura Eichenhorn, Transcriptionist

Fleis & Vanderbrink ("F&V"):

Julie Kroll

2. INTRODUCTIONS

The Board welcomed new Student Representatives Chris Capone and Bennett Pompi.

3. REVIEW AGENDA (no change)

4. APPROVAL OF MINUTES, MMTB MEETING OF FEBRUARY 7, 2019

Motion by Ms. Folberg

Seconded by Mr. Rontal to approve the MMTB Minutes of February 7, 2019 as presented.

**Motion carried, 7 –
0.**

all available information, it has been determined that there is not a problem with illegal pedestrian crossings at this intersection. Given this, moving the crosswalk to the east side of the intersection will decrease the number of conflicting traffic movements occurring in the intersection. On the west side, pedestrians will always have a conflict with left-turning vehicles; on the east side, there is no conflict with turning vehicles.

Vice-Chairwoman Edwards expressed concern that an adult with a number of children may not be able to cross the intersection in one trip given the smaller size of the proposed splitter island. She noted that a split group of pedestrians, including children, would have to wait an entire light cycle in order to rejoin on the opposite side of the street. In addition, requiring pedestrians to go east-west if they are ultimately trying to go north-south will likely feel cumbersome to those pedestrians. For those reasons Vice-Chairwoman Edwards said she would be concerned about moving the crosswalk to the east side, even though she sees it as enormously beneficial to reduce the potential interactions between pedestrians and turning cars.

Planning Director Ecker noted that moving the intersection to the east side makes it safer overall. She also noted that there is a crosswalk at Whole Foods, should a group of pedestrians want to cross together and not have to risk being split into two groups by the size of the splitter island.

Vice-Chairwoman Edwards agreed that was true, but pointed out that it would require the pedestrians to go east-west again.

Ms. Schafer said the splitter island has evolved into a place where pedestrians must stand if they are trying to cross Maple even though it is small, whereas it was originally designed to be a refuge while crossing.

Chairwoman Slanga asked the Board whether they would like to broaden the discussion beyond Options One and Six, which the Board had narrowed their discussions to at the last meeting.

Mr. Zane replied that the Board seems to prefer Option One to Option Six. He asked if anyone on the Board was advocating for Option Six.

Planning Director Ecker said it stood out that the City's traffic consultants determined Option Six is a more safe option than Option One.

Mr. Zane acknowledged the safety findings for Option Six but also noted that some frequent users of the intersection have expressed a preference for Option One. He added that Option One is half the cost of Option Six, which is not the determining factor but is in its favor combined with the other considerations. He noted that theoretically leaving the crosswalk on the west side is less safe, but that there has not been an issue with pedestrians crossing on the west side in terms of safety.

northbound on Millrace. Police Commander Grewe opined that a Yield sign would sufficiently alert drivers to the visual obstructions and oncoming traffic.

City Engineer O'Meara said there are five houses on Millrace that would be potentially impacted by this change.

Mr. Rontal said a STOP sign would likely be safer given the tree coverage and unusual angles of the roads in the intersection. He opined that a Yield sign would be a half-measure.

Ms. Folberg noted that STOP signs can inadvertently increase the speed of vehicles because drivers often make up for the lost time by speeding up on approach and departure from the sign.

Vice-Chairwoman Edwards suggested building out the easement so that vehicles heading north onto Lakeside are much closer to the STOP or Yield sign and the intersection when they stop which would increase a driver's ability to view the traffic, instead of being very far back on Millrace as would currently occur.

City Engineer O'Meara showed the Board the intersection at Wakefield and Latham as an example of a similar intersection.

Vice-Chairwoman Edwards said the hatching on the road at the STOP sign at Wakefield and Latham would help the situation at Millrace and Lakeside as well. While the STOP sign is in the road, the hatching made it more visually normal and the intersection more intuitive to approach by creating more of a right-angle turn. Vice-Chairwoman Edwards cited Mr. Isaksen's previous comment that more intuitive intersections usually make for safer intersections, and suggested that the best way of slowing down traffic at the intersection could be studied.

Chairwoman Slanga noted that neither the signs nor the possibility of painting hatching in the intersection are permanent. She suggested that the Board could move forward with whatever option it prefers, and would remain open to feedback from residents of the neighborhood. She said that if the Board would like to make incremental changes then it could request a study, as Vice-Chairwoman Edwards advised, into the best paint and the best ways to calm traffic at the intersection.

Police Commander Grewe told the Board there is no record of accidents at this intersection.

Motion by Ms. Folberg

Seconded by Mr. Rontal to recommend that a Yield sign be installed on Millrace, and the Board will revisit the issue in the next three months to see how it is working.

Motion carried, 7-0.

ROLLCALL VOTE

Yeas: Folberg, Rontal, Schafer, Slanga, White, Zane, Edwards

Nays: None

7. MEETING OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA



MEMORANDUM

Engineering Dept.
Planning Dept.
Police Dept.

DATE: July 24, 2019

TO: Multi-Modal Transportation Board

FROM: Jana Ecker, Planning Director
Scott Grewe, Police Commander
Paul T. O'Meara, City Engineer

SUBJECT: Millrace and Lakeside Yield Sign Review

At the March 7th meeting, the Multi-Model Transportation Board (MMTB) reviewed a request to add a traffic control device to the intersection of Millrace and Lakeside (See attached original memo). At that meeting the MMTB passed a recommendation to temporarily install a Yield sign for north bound Millrace at Lakeside and asked for a three-month review.

On March 12th a Yield sign was installed by our Department of Public Services.

On June 11th a request for feedback was sent to the same seven contacts that were part of the original email group for the request. I received three messages back which are attached to this report. Generally, they committed on other suggested changes with one reply stating the signs have helped.

A review of the intersection prior to the original memo revealed there had been no reported accidents or citations issued at this intersection. During the trial period there were no new reports or incidents filed.

Summary

The Cities engineering consultants were asked to review the intersection in February due to the original complaints. Their report identified that this intersection receives very little traffic and has no history of accidents. However, based on sight line concerns they recommended a Yield sign for north bound Millrace at Lakeside. After a three-month trial phase, the intersection remains safe.

Suggested Recommendation:

To permanently install a Yield sign on Millrace at Lakeside.



Scott Grewe <sgrewe@bhamgov.org>

Re: Stop sign at Millrace and Lakeside Drive

Scott Grewe <Sgrewe@bhamgov.org>

Tue, Jun 11, 2019 at 11:27 AM

To: Shawn Mobley-Sulich <smsulich@comcast.net>

Cc: Andrew Sulich <asulich@msn.com>, Marc Schwartz <Marcsart@msn.com>, Michelle Saroki <michellesaroki@yahoo.com>, marcia.lucy@aol.com, Jeremy Wolfe <jeremywolfe@gmail.com>, Mia <miaaewoodward@gmail.com>

All,

I am reaching out to everyone I had listed as contacts when the Yield sign was being requested on Millrace. Now that the sign has been in place for some time, we would like to gather your opinions regarding any changes you have observed with this sign being installed.

Please reply and let me know how this sign has or has not been effective. After the review is completed, this will go back to the Multi-Modal Transportation Board for further review. Assuming the review is favorable, it will then go to the City Commission for permanent installation.

Your assistance in this matter is greatly appreciated.

Regards,

Cmdr. Grewe

[Quoted text hidden]



Scott Grewe <sgrewe@bhamgov.org>

Re: Stop sign at Millrace and Lakeside Drive

Marcy K <marcia.lucy@aol.com>

Wed, Jun 12, 2019 at 7:14 PM

To: smsulich@comcast.net, mschwartz@roycemusic.com

Cc: Sgrewe@bhamgov.org, asulich@msn.com, Marcsart@msn.com, michellesaroki@yahoo.com, jeremywolfe@gmail.com, miawoodward@gmail.com

Hello all,

I agree that we need a stop sign also. There are plenty of "dead end" signs that people apparently don't care about. I think they just keep driving down the street to either turn around or just to cruise down it. Sitting on my front porch on nice evenings, I witness MANY cars doing this. At least having a stop sign will be a minor inconvenience for them. The yield sign doesn't seem to make much difference, sorry to say. Thank you very much! Marcy Klucznik

[Quoted text hidden]



Scott Grewe <sgrewe@bhamgov.org>

Re: Stop sign at Millrace and Lakeside Drive

Shawn Mobley-Sulich <smsulich@comcast.net>

Tue, Jun 11, 2019 at 9:07 PM

To: Marc Schwartz <mschwartz@roycemusic.com>

Cc: Scott Grewe <sgrewe@bhamgov.org>, Andrew Sulich <asulich@msn.com>, Marc Schwartz <Marcsart@msn.com>, Michelle Saroki <michellesaroki@yahoo.com>, "marcia.lucy@aol.com" <marcia.lucy@aol.com>, Jeremy Wolfe <jeremywolfe@gmail.com>, Mia <miawoodward@gmail.com>

Hello Commander Grewe,

I think that the sign has helped, however I would still like to see a stop sign there. That's just my opinion. Thank you so much for all of your help in this matter. Please let me know if I can do anything else.

Shawn Sulich

Sent from my iPhone

[Quoted text hidden]



Scott Grewe <sgrewe@bhamgov.org>

Re: Stop sign at Millrace and Lakeside Drive

Marc Schwartz <mschwartz@roycemusic.com>

Tue, Jun 11, 2019 at 1:09 PM

To: Scott Grewe <Sgrewe@bhamgov.org>

Cc: Shawn Mobley-Sulich <smsulich@comcast.net>, Andrew Sulich <asulich@msn.com>, Marc Schwartz <Marcsart@msn.com>, Michelle Saroki <michellesaroki@yahoo.com>, "marcia.lucy@aol.com" <marcia.lucy@aol.com>, Jeremy Wolfe <jeremywolfe@gmail.com>, Mia <miawoodward@gmail.com>

This is Marc Schwartz at 240 Millrace. I can specifically comment on the whether the Yield sign has created a safer passageway. I do believe a better job can be done with the placement of the Dead End signs. I would guess that 100 cars a day coming South on Lakeside turn down our street and go around the circle believing that they have turned onto Baldwin.

Marc A. Schwartz
Royce Ventures
248.933.8898

[Quoted text hidden]



Site Code:

Lakeside

Raynole / Oak

Latitude: 0' 0.0000 Undefined

Date\Speed (MPH)	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65	Lane1 Total
10/8/2019	0	4	24	100	172	47	2	0	0	0	0	0	0	0	349
10/9/2019	0	7	51	111	181	62	9	1	0	0	0	0	0	0	422
10/10/2019	0	8	41	118	152	53	2	1	0	0	0	0	0	0	375
10/11/2019	0	0	3	8	24	9	0	0	0	0	0	0	0	0	44
Lane1 Total	0	19	119	337	529	171	13	2	0	0	0	0	0	0	1190

85 percentile = 25

Date\Speed (MPH)	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65	Lane2 Total
10/8/2019	0	1	13	66	113	91	18	7	0	0	0	0	0	0	309
10/9/2019	0	0	25	81	151	85	31	4	1	0	0	0	0	0	378
10/10/2019	0	0	40	75	101	62	14	3	0	0	0	0	0	0	295
10/11/2019	0	0	1	4	18	10	4	0	0	0	0	0	0	0	37
Lane2 Total	0	1	79	226	383	248	67	14	1	0	0	0	0	0	1019

85 percentile = 28

Date\Speed (MPH)	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65	Combined Total
10/8/2019	0	5	37	166	285	138	20	7	0	0	0	0	0	0	658
10/9/2019	0	7	76	192	332	147	40	5	1	0	0	0	0	0	800
10/10/2019	0	8	81	193	253	115	16	4	0	0	0	0	0	0	670
10/11/2019	0	0	4	12	42	19	4	0	0	0	0	0	0	0	81
Combined Total	0	20	198	563	912	419	80	16	1	0	0	0	0	0	2209

85 percentile = 26

**CITY OF BIRMINGHAM MULTI-MODAL
TRANSPORTATION BOARD THURSDAY,
September 5, 2019
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, September 5, 2019.

Chairwoman Johanna Slanga convened the meeting at 6:04 p.m.

1. ROLL CALL

Present: Chairwoman Johanna Slanga; Vice-Chairwoman Lara Edwards (arrived 6:29 p.m.); Board Members Amy Folberg, Daniel Rontal, Katie Schafer, Doug White, Joe Zane; Alternate Board Member Daniel Isaksen

Absent: Student Representatives Chris Capone, Bennett Pompei

Administration: Jana Ecker, Planning Director
Scott Grewe, Police Commander
Paul O'Meara, City Engineer
Austin Fletcher, Assistant City Engineer (arrived 6:29 p.m.)
Laura Eichenhorn, Transcriptionist

Fleis & Vanderbrink ("F&V"):
Julie Kroll

MKSK:
Brad Strader

2. Introductions (none)

3. Review Agenda

4. Approval of MMTB Minutes of June 6, 2019

Motion by Ms. Folberg

Seconded by Dr. Schafer to approve the MMTB Minutes of June 6, 2019 as submitted.

Motion carried, 7-0.

VOICE VOTE

Yeas: Folberg, Schafer, White, Isaksen, Slanga, Rontal, Zane

Nays: None

5. Cranbrook Road – W. Lincoln to W. Maple

City Engineer O'Meara presented the item. He said:

- There will be some issues with the frontage from Lincoln to Northlawn along the east side due to the open ditch drainage system and some fences that are close to the road. There is not a lot of right-of-way. He said the City would endeavor to create the 10-foot shared use path with the least impact to the area. This would not be undertaken until the City knows whether it will be receiving a Transportation Alternatives Program (TAP) grant from the state.
- He would look into the Safe Routes for Nondrivers grant from the state on the recommendation of Dr. Schafer.
- The pedestrian crosswalk and ADA ramps at Middlebury and Lincoln is be a Bloomfield Twp. project. It may not be complete by the close of 2019, but the hope is that Birmingham could help on its side of the street as necessary and that the Road Commission will ensure that this aspect of the project will be complete by the end of the road resurfacing project.

Dr. Rontal said Midvale at Cranbrook crossing is difficult during Seaholm drop-off and pick-up and preschool school drop-off and pick-up. He agreed with Ms. Folberg, however, that Middlebury at Lincoln is a more difficult intersection to cross and should be prioritized before Midvale at Cranbrook.

Police Commander Grewe confirmed for the Board that many people run and jog along the east side of Cranbrook.

Chairwoman Slanga summarized the Board's comments as suggesting that the 10-foot shared use path should run to Lincoln from 14 Mile on the west side, then one or two ways to cross should be added at Lincoln, and then the 10-foot shared use path should go from Midvale to Lincoln on the east side.

Ms. Folberg said she was more in favor of the 10-foot shared use path being on the west side.

Dr. Schafer said she would appreciate the sidewalk on the east side as a resident of the adjacent neighborhood.

Chairwoman Slanga replied to Board comments, stating that this grant application did not necessitate solving the Lincoln and Middlebury intersection challenges entirely within one project. She said the intent of the conversation was to apply for the grant, and then to figure out how to manage the specific intersections and challenges.

Dr. Schafer agreed, saying that if grant application could be submitted with some flexibility as regards to the details, then the Board should move forward with

recommending to the Commission that City staff be directed to apply for the TAP grant.

Planning Director Ecker confirmed that was the case.

Vice-Chairwoman Edwards stated that the Board might ultimately recommend safety changes beyond what would be funded by the grant.

Motion by Mr. Zane

Seconded by Ms. Folberg to recommend submittal of the TAP grant proposal as is, with the exception that from Middlebury until Northlawn, the 10-foot wide shared use path should be moved from the east side to the west side and that the MMTB should make a point of returning to discussion of the Lincoln at Cranbrook intersection.

City Engineer O'Meara said that if there were a clear way to change the intersection of Cranbrook and Lincoln the City would have likely already recommended it. He said he was unsure what benefit further study of the intersection would bring.

Mr. Isaksen said it would be worthwhile for the Board to review traffic counts and accident report data for the intersection, even if no further recommendation ultimately results from the study.

Chairwoman Slanga noted that since the intersection was studied thoroughly during the Multi-Modal Master Plan, the Board could use the results of that study to help inform their upcoming discussion. She said it would be worthwhile for the Board to review the intersection to ensure that it is functioning as best it can.

City Engineer O'Meara echoed Mr. Strader's assertion that the planned three lane configuration at the intersection will alter the functioning of the intersection, and so recommended the study be delayed until after the road is rebuilt.

Ms. Folberg concurred with City Engineer O'Meara.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Zane, Folberg, Schafer, White, Edwards, Slanga, Rontal

Nays: None

6. Millrace Yield Sign (3 month review)

Police Commander Grewe presented the item.

Ms. Folberg noted that while only one resident polled had said the yield sign made a positive difference, no one in the neighborhood had provided negative feedback. As a result, she recommended the yield sign remain.

Police Commander Grewe told Dr. Rontal the issue with providing an unwarranted stop sign is

that it will set a precedent for all future signage requests that come into the City from neighborhoods and residents.

Motion by Dr. Rontal

Seconded by Dr. Schafer to maintain the yield sign at Millrace and Randall.

Motion carried, 7-0.

VOICE VOTE

Yeas: Rontal, Schafer, Folberg, White, Isaksen, Slanga, Zane

Nays: None

7. Meeting Open to the Public for items not on the Agenda (none)

8. Miscellaneous Communications

9. Next Meeting – October 3, 2019

10. Adjournment

No further business being evident, the board members adjourned at 7:11 p.m.

Jana Ecker, Planning Director

Paul O'Meara, City Engineer



MEMORANDUM

Office of the City Manager

DATE: October 18, 2019
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Manager Contract Amendment

In follow up the City Manager's performance review, amendments to the Manager's employment contract were discussed. The City Attorney's office has prepared the attached amendment for the City Commission based on this discussion. This amendment reflects three items 1) compensation at the rate of \$134,487.10, 2) a contribution to deferred compensation of \$5,000 and 3) an amendment to the termination provision to 24 months.

Suggested Resolution:

To approve the amendment to the City Manager's Employment Agreement as outlined in the Third Amended Employment Agreement and direct the Mayor to sign the Agreement on behalf of the City.

THIRD AMENDED EMPLOYMENT AGREEMENT

THIS THIRD AMENDED AGREEMENT made and entered into on this ____ day of _____, 2019 by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation ("Employer") and **JOSEPH A. VALENTINE** ("Employee"), shall amend the original Agreement between the parties dated July 28, 2014 only as to the following:

3. Termination and Severance Pay. In the event that Employee is terminated by Employer, Employer will pay severance to compensate Employee in accordance with the provisions of Sections 5, 6, 8 and 11 of this Agreement for twenty-four (24) months commencing after the thirty (30) day notice described in Section 2 of this Agreement.

The severance package shall consist of the Employee's salary and benefits in effect on the date of written notice of termination.

5. Compensation. For all services which Employee renders under this agreement, Employer agrees to pay Employee an annual salary of One Hundred Thirty-four Thousand Four Hundred Eighty-Seven and 10/100 Dollars (\$134,487.10) commencing on July 1, 2019, and beginning on July 1, 2020, Employer agrees to increase Employee's annual salary in such amount and at such time as the Commission may find desirable, except that in no event shall Employee's salary be increased less than two percent (2%) from the prior year.

6. Health, Life and Disability Insurance. Employer agrees to continue to keep in force and make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, medical, optical and dental group insurance covering Employee and his dependents in accordance with programs for City administrative & management employees.

Employee agrees to submit once every two (2) years to a complete physical examination by a qualified physician whom Employer selects, the cost of which Employer shall pay. Employer shall receive a copy of all medical reports related to these examinations.

Employer shall provide an annual contribution of five percent (5%) of annual salary into the deferred compensation plan established and maintained by the International City Management Association. In addition to the foregoing, the Employer shall also contribute Five Thousand Dollars (\$5,000.00) to the deferred compensation plan for the 2019-2020 contract year. The accumulated deferred compensation will be paid to Employee upon either the termination of Employee's employment or Employee's reaching retirement age whichever later occurs.

All other terms and conditions of the Agreement executed July 28, 2014 shall remain the same.

IN WITNESS WHEREOF, the City of Birmingham has caused this Third Amended Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Witnessed:

CITY OF BIRMINGHAM, a Municipal Corporation

By: _____
Patty Bordman, Mayor

By: _____
Cheryl Arft, Acting City Clerk

Witnessed:

By: _____
Joseph A. Valentine

MEMORANDUM

Engineering Dept.
Planning Dept.
Police Dept.

DATE: October 21, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director
Scott Grewe, Police Commander
Paul T. O'Meara, City Engineer

SUBJECT: N. Old Woodward Ave. & Willits St. Intersection
Pedestrian Crosswalk Improvements

INTRODUCTION:

On September 23, the City Commission reviewed changes recommended by the Multi-Modal Transportation Board (MMTB). The Commission made several suggestions relative to potential modifications to the MMTB's original recommendation, as outlined below.

BACKGROUND:

During the meeting of September 23, the City Commission expressed reservations relative to certain components of the MMTB's recommendation. From the discussion that was held, staff directed the City's traffic engineering consultant to review the following items:

1. Provide options to implement the suggested signal timing changes on a trial basis, at reduced cost.
2. Provide additional information about improving the crosswalks to the greatest extent possible, until the Maple Rd. detour is no longer operating in this area.
3. Consider the elimination of the proposed bus lane on the northeast corner.
4. Provide information about how a test period would be implemented, and the time periods involved.

1. Traffic Signal Modification Options

While the original cost estimate involved the removal and replacement of two left turn signal heads at a cost of \$17,500, F&V has provided three different options for consideration by the City Commission, at reduced cost. F&V is now recommending that just the extraneous flashing yellow signal heads be removed for a cost of \$4,700 (Option 3 in the attached memo). While Option 3 is the most costly of the three options provided, it is the only one recommended that will not result in installing a bag over existing signal heads. Note that if it is demonstrated that the modifications should be left in place longer, no further work will be needed using Option 3.

2. Crosswalk Improvements

As shown on the attached sketch, pavement marking improvements can be made as a part of the trial period that can remain in place well into the future, regardless of the trial outcome. For approximately \$4,500, it is recommended that the following improvements be implemented:

- a. Replace the crosswalk pavement markings for the west, north, and east crossings to generally meet the City's current crosswalk standards, using HPS8 pavement marking materials. The crosswalks will match the current ramps by providing an 8 ft. wide walking surface, marked by the 24 inch wide bars spaced at 24 inches apart.
- b. Relocate the southbound right turn lane to be adjacent to the through lane, thereby allowing a temporary bumpout to be installed on the northwest corner. Doing so not only reduces the length of the crosswalk, it allows the installation of three additional metered parking spaces north of this area (in front of 325 N. Old Woodward Ave.). Temporary bollards (similar to those installed this year on S. Eton Rd.) will be installed to clarify the location of the temporary bumpout.
- c. A separated bus lane is proposed on the northeast corner, as detailed in Paragraph 3 below. With the reduced through lane width, the north crosswalk will be less intimidating in this area as well.

3. Bus Lane Reduction

Upon further study, F&V has determined that if the SMART bus must stop away from the existing northbound curb to facilitate passenger loading and unloading, it would create an Americans with Disabilities Act (ADA) issue that does not currently exist. Given the temporary nature of this proposal, a separate bus lane is now proposed. The northbound lane can be narrowed using bollards, which will help reduce the length of time that pedestrians are exposed to normal through traffic. (The number of bus trips in this area is minimal compared to total traffic counts.)

With a separate bus lane, busses can unload handicapped passengers on to the existing sidewalk, as it currently does.

4. Trial Implementation Period

The City is planning to begin construction of the Maple Rd. Paving Project as soon as March of next year. F&V recommends a 4 month trial period, to begin as soon as possible, ending at the time the Maple Rd. detour through this intersection must be implemented (March, 2020). Once the trial period is set up, it will be important to evaluate during warmer weather conditions when pedestrian traffic will be higher.

LEGAL REVIEW:

No legal review is needed at this time.

FISCAL IMPACT:

The original recommendation from the MMTB estimated the cost at \$17,500. The revised involves reduced work on the traffic signals, but actually additional work for pavement

markings and bollards, and thus has a total estimated cost of \$9,200. Note that should the trial period prove that the change was positive, no additional costs will have to be expended, and the improvements can remain in place until 2021. If the trial demonstrates that the changes were detrimental, an additional \$4,700 would be required to restore the traffic signals to their current state (in March, 2020).

PUBLIC COMMUNICATIONS:

The temporary improvements as proposed do not cause much impact on adjacent property owners, other than the multi-use building located at 325 N. Old Woodward Ave. The Engineering Dept. has reviewed the possibility of the southbound lane adjustment on N. Old Woodward Ave. (and how it would allow for the creation of additional public parking spaces), with both the building maintenance manager, and a resident that represents the interests of the residential condominiums in the building. Both parties saw the possible changes as being positive for the occupants of the building.

SUMMARY

It is recommended that the City Commission approve the traffic engineering consultant's recommendations for the N. Old Woodward Ave. & Willits St./Oakland Blvd. intersection, including:

- a. Remove the permissive left turn phase of the traffic signal for eastbound and westbound traffic using Option 3 as a trial through March, 2020;
- b. Installing updated crosswalk markings on three legs of the intersection; and
- c. Installing lane modifications north of the intersection, marked by bollards, such that a bumpout can be added on the northwest corner, and a separated bus lane will be created on the northeast corner.

ATTACHMENTS:

- Memo from F&V dated October 18, 2019, including revised sketch.
- Cover memo to the MMTB for the May 2, 2019 meeting.
- Detailed accompanying report from F&V dated January 26, 2019.
- Approved minutes of the MMTB meeting of May 2, 2019.
- Cover memo to the MMTB for the June 6, 2019 meeting.
- Detailed accompanying report from F&V dated May 31, 2019.
- Approved minutes of the MMTB meeting of June 6, 2019 meeting.
- Cover memo to the City Commission for the meeting of September 23, 2019.
- Minutes for the City Commission meeting of September 23, 2019.

SUGGESTED RESOLUTION:

To approve the recommended modifications to the traffic signal timing at the N. Old Woodward Ave. & Willits St./Oakland Blvd. intersection for a trial period as soon as possible, through March, 2020, at a total estimated cost of \$9,200, including:

- a. Remove the permissive left turn phase of the traffic signal for eastbound and westbound traffic using Option 3 as a trial through March, 2020;
- b. Installing updated crosswalk markings on three legs of the intersection; and
- c. Installing lane modifications north of the intersection, marked by bollards, such that a bumpout can be added on the northwest corner, and a separated bus lane will be created on the northeast corner.

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

Major Street Fund

Revenues:

Draw from Fund Balance 202-000.000-400.0000	<u>\$9,200</u>
Total Revenue Adjustments	<u>\$9,200</u>

Expenditures:

Other Contractual Service 202-449.001-981.0100	<u>\$9,200</u>
Total Expenditure Adjustments	<u>\$9,200</u>



October 18, 2019

VIA EMAIL

Mr. Paul O'Meara
City Engineer
City of Birmingham
151 Martin Street
Birmingham, MI 48012

**RE: Old Woodward Avenue & Willits Street
Pedestrian Improvements Summary-Update**

Dear Mr.O'Meara:

The purpose of this letter is to provide an updated summary of the recommended pedestrian improvements pursuant to the following comments provided at the City Commission Meeting on September 23, 2019.

- Evaluation of options to implement a temporary signal timing on a trial basis.
- Provide information regarding the timing of a signal timing trial.
- Provide a temporary bumpouts on both the north and east corners until such time that permanent intersection improvements can be implemented.
- Eliminate the proposed bus lane on the northeast corner.

TEMPORARY SIGNAL TIMING IMPLEMENTATION

The temporary signal timing can be implemented with the existing infrastructure at this intersection with some minor modifications. There are three options for the modifications on a trial basis.

- 1) **Option 1:** Do nothing and have the signal skip the flashing yellow arrow phase.
 - May be confusing for drivers that are expecting a flashing yellow arrow with the four-section head. Most daily drivers will think the signal is malfunctioning.
 - This option is not recommended.
- 2) **Option 2:** Place a bag over the traffic signal heads that are not applicable.
 - The signal head that will be bagged is second from the bottom.
- 3) **Option 3:** Modify the signal to remove the flashing yellow arrow signal heads.
 - The flashing yellow signal heads will be removed and the remaining three section head will be adjusted as necessary.

The estimated cost associated with these options is primarily in the labor, as there are minimal equipment costs.

	Option 1	Option 2	Option 3
Equipment	\$ -	\$ 100	\$ 425
Labor/OH	\$ 3,500	\$ 3,900	\$ 4,275
Total	\$ 3,500	\$ 4,000	\$ 4,700

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334

P: 248.536.0080

F: 248.536.0079

www.fveng.com

TEMPORARY SIGNAL TIMING TRIAL PERIOD

If a trial is to be performed, it is recommended that it is implemented as soon as possible. This intersection will be utilized as a detour route for Maple Road construction starting in March 2020. This will allow time for a **4 month trial period**, including time in the Fall and Spring months, and will be an adequate period of time to determine if the signal timing should be implemented on a permanent basis or if additional modifications are necessary.

GEOMETRIC CHANGES

Future permanent intersection improvements at this intersection are proposed to be implemented in 2021; however, temporary striping could be implemented at this intersection until the permanent configuration is constructed. The recommended improvements includes bumpouts on both the north and west corners. This would also include the addition of approximately 3 parking spaces on the west side of Old Woodward, north of Willits Street.

The proposed bus lane shown on the design from the Multi-Modal Transportation Board was provided as a place for buses to pick-up/drop-off passengers without impacting intersection operations. However, the comments received from the Commission regarding this improvement is that the buses are infrequent and this space could be better utilized to further reduce the intersection crossing distance. Therefore, the revised design for this intersection includes a bump-out that extended the curbs for the entire island. Options were reviewed at how this could be implemented on an interim basis. The concern with making this a temporary bump-out is that ADA access must be provided for the existing bus stop. Therefore, several options were considered.

1. Option 1: No Temporary Bumpout
2. Option 2: Temporary ADA Facilities
3. Option 3: Narrow Lanes-Separate Bus Lane

After review of all of these options with the City, it was determined that Option 3 would be the most feasible option to implement on a temporary basis. A temporary ADA ramp was considered; however, the sidewalk and bus stop would need to be upgraded to current ADA standards to implement this option.

Scope of Work-Interim Intersection Improvements
Upgrade existing crosswalks to current City standards for entire intersection
Add 3 parking spaces
Paint white lines for bumpout and add bollards
Total: \$4,500 (est)

The recommended temporary and permanent improvements are shown on the attached figures.

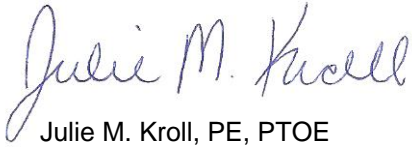
SUMMARY & RECOMMENDATIONS

The results of the additional evaluations are summarized below:

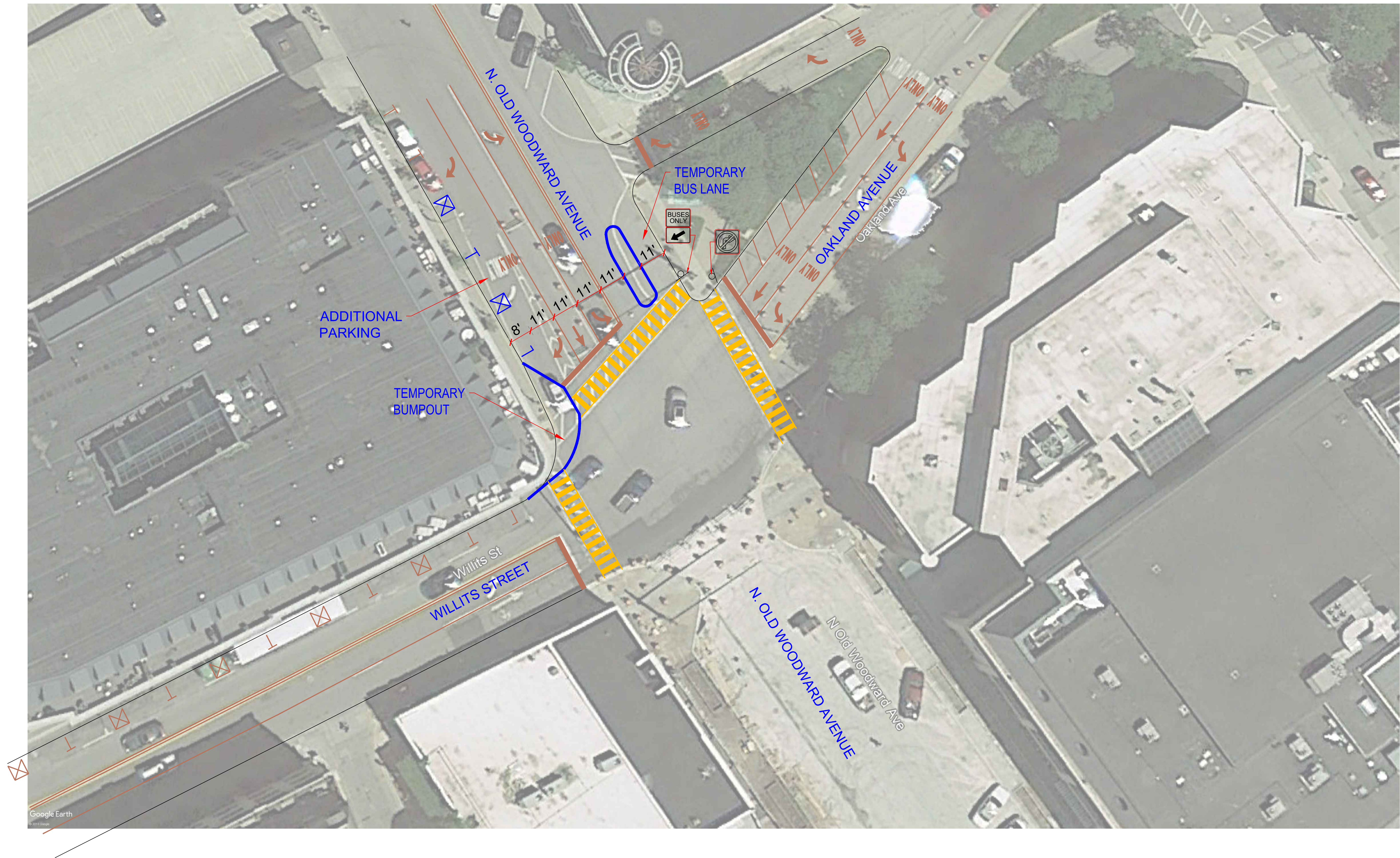
- Temporary signal timing on a trial basis
- There are three options, to implement the timing on a trial basis; either option 2 or 3 is recommended.
- The signal timing trial should last at least 4 months to establish a good understanding of how the timing impacts vehicles and pedestrians.
- Interim intersection improvements can be added until permanent infrastructure can be constructed. This includes:
 - A temporary bumpout on the west corner with striping and bollards to delineate the bumpout.
 - A temporary lane bus lane/lane narrowing with striping and bollards.
 - Upgrade crosswalks to current City standards for the entire intersection.
 - Add 3 parking spaces on N. Old Woodward.

If you have any questions or concerns, please contact our office.

Sincerely,
FLEIS & VANDENBRINK

A handwritten signature in blue ink that reads "Julie M. Kroll". The signature is fluid and cursive, with the first name "Julie" being the most prominent.

Julie M. Kroll, PE, PTOE
Traffic Engineering Services Manager



INTERIM IMPROVEMENTS

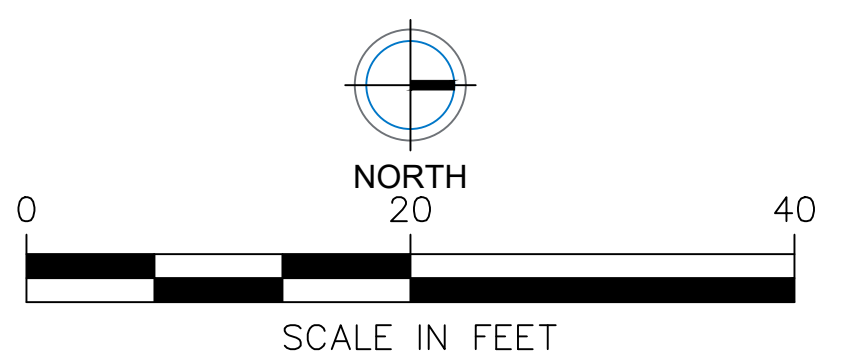
CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
WILLITS ST. & WOODWARD AVE.
CONCEPT PLAN





FUTURE IMPROVEMENTS

CITY OF BIRMINGHAM
 OAKLAND COUNTY, MICHIGAN
 WILLITS ST. & WOODWARD AVE.
 CONCEPT PLAN



FLEIS&VANDENBRINK
 DESIGN. BUILD. OPERATE.

DATE: April 11, 2019

TO: Multi-Modal Transportation Board

FROM: Lauren Chapman- Assistant Planner

SUBJECT: Old Woodward Avenue & Willits Street/ Oakland Avenue
Pedestrian Improvements Cover Memo

INTRODUCTION:

This memo summarizes considered pedestrian improvements for the intersection of Old Woodward Avenue & Willits Street. There is a possibility for pedestrian/vehicle conflicts within the E/W crosswalk on the north side of the intersection. The purpose of this analysis is to evaluate alternatives to improve pedestrian safety at this intersection. Included herein is project background information, improvements previously evaluated, and new improvements for consideration.

BACKGROUND:

Fleis and VandenBrink previously prepared a report regarding a Leading Pedestrian Interval (LPI) program at several intersections throughout the downtown. An LPI provides pedestrians with an opportunity to enter an intersection and establish their place in the crosswalk before the vehicles in the same direction of travel are given the green indication. The benefits of an LPI are the increased visibility of pedestrians in the crosswalk, additional time for slower pedestrians, and decreased potential for pedestrian/vehicle conflicts. While LPIs are beneficial to pedestrian safety, they also reduce the available green time for vehicles and can cause additional delay at an intersection. Based on the recommendations from the LPI study, the following LPIs are currently implemented at the Old Woodward and Willits intersection:

- East/West crossing: 10 second LPI
- North/South crossing: 7 second LPI

However, since the East/West crosswalk length is approximately 75 feet on the north leg, the implemented LPI only provides pedestrians enough time to travel less than halfway across the street before left-turning vehicles are permitted to enter the intersection. F&V further evaluated this intersection to develop several alternatives for consideration. The analysis for each alternative evaluated is summarized herein.

1. CURB EXTENSIONS (NE CORNER)

A bumpout extends the line of the curb out into the road, reducing the amount of street space pedestrians have to cross. This pedestrian improvement increases safety for slower pedestrians and improves pedestrian visibility to drivers; while also reducing the turning speed of vehicles. The northeast corner of the intersection of Old Woodward & Willits currently has a painted curb extension; this however, does not physically reduce the crosswalk distance. This curb extension

would reduce the east-west crosswalk distance and could be expanded into the hatched-out area along the east leg of the intersection to reduce that crosswalk length.

If the City is going to expend funds to install a bumpout, the work should encompass Oakland Blvd. as well, where currently a third unused lane makes the east leg crosswalk longer than it needs to be. The segment of Oakland Blvd. from this point east to Woodward Ave. was originally scheduled for resurfacing in 2019, given that the pavement is in poor condition. However, this street will be used for a part of the designated Maple Rd. detour for westbound traffic when that project is underway in 2020. To ensure appropriate traffic flows, two lanes of westbound traffic will be provided through this intersection, during which time the existing width of the street will be needed. With that in mind, a permanent bumpout improvement cannot be implemented at this location until the completion of the Maple Rd. paving project in 2020.

Key Findings

- The total crosswalk distance is reduced from 75-feet to 65-feet.
- The curb extension could be expanded to the hatched-out portion of the east leg of the intersection, in order to reduce the total N/S crosswalk distance for the east leg.
- While a permanent bumpout will make significant improvements, it is impractical to proceed with this construction until the Maple Rd. project is completed in 2020.

2. LANE REDUCTION & CURB EXTENSIONS (NW CORNER)

This alternative considered a lane reduction for southbound Old Woodward at the intersection, in combination with a curb extension on the NW corner. The southbound Old Woodward approach with Willits currently provides three lanes (left-turn, through, and right-turn lanes). This alternative evaluated eliminating the southbound right-turn lane and converting the southbound through lane into a shared through/right lane. By eliminating the right-turn lane, the NW curb could be extended through the existing right-turn lane in order to reduce the existing crosswalk distance. The primary concern with this alternative is the operational impacts of removing the exclusive right-turn movement and associated overlap phasing. An analysis showed that eliminating the exclusive right-turn lane will increase both the Level of Service (LOS) and the vehicle queueing.

Right turn demand for southbound traffic at this intersection has always been significant. Through traffic traveling south on Woodward Ave. and then heading west or south of Birmingham often use these streets to do so. While the computer analysis predicts that the LOS would decline from C to D in the PM period, the actual impact could be tested by setting up a right lane closure and then timing the delays experienced during the PM peak. If the MMTB wishes to explore this further, such a test could be implemented.

Key Findings

- The total crosswalk distance will be reduced from 75-feet to approximately 60-feet.
- The LOS and vehicle queueing will increase. A test to determine actual impacts is recommended if this bumpout is desired.
- The southbound right turn overlap phase will be eliminated.
- A curb extension on the NE corner could also be constructed with this alternative to reduce the total crosswalk distance from the existing 75-feet to approximately 50-feet.
- Would result in three additional parking spaces.

3. PROTECTED LEFT TURNS (E/W APPROACH)

One of the most common conflicts at signalized intersections is the competition between vehicles permissively turning left and pedestrians crossing during the concurrent parallel pedestrian signal phase. Protected left-turn phasing provides a green arrow for left-turning vehicles while stopping both on-coming traffic and parallel pedestrians' crossings, therefore eliminating all potential conflict. Currently, the intersection of Old Woodward & Willits provides protective/permissive phasing for E/W left-turns from Willits and provides permissive only phasing for the N/S left-turns from Old Woodward. This alternative considered providing protected-only phasing for the E/W left-turn movements from Willits; removing the permissive phase in order to eliminate vehicle-pedestrians conflicts for the E/W pedestrian crossings. By eliminating the potential vehicle-pedestrian conflicts during the E/W crossings, there is no longer the need to provide an LPI along the E/W crossings; therefore, the allotted all-red time is available for additional green time elsewhere. This additional green time within the cycle helps to minimize the impact of removing the E/W permissive phase. The primary concern with this alternative is the operational impacts of eliminating the permissive phase.

Key Findings

- The LPI phase for the E/W crossings will be available as additional green time for other movements, by eliminating the potential vehicle-pedestrian conflicts for E/W crossings.
- The LOS will increase for the E/W left turn movements; however, it will decrease for the E/W through movements. CALL JULIE – CALCS SEEM WRONG
- All potential vehicle-pedestrian conflicts will be eliminated for pedestrians crossing in the E/W directions
 - Vehicle-pedestrian conflicts will still exist for N/S crossing pedestrians

4. BARNES DANCE (PEDESTRIAN SCRAMBLE)

This pedestrian improvement restricts all vehicular movements at an intersection and provides a pedestrian only walking phase. This type of treatment allows pedestrians to travel without any potential for vehicle-pedestrian conflicts. The level of service for vehicles would deteriorate to unacceptable levels if this option was implemented. For example, delays of up to 2 minutes to drive through the intersection are calculated during the PM peak. Such delays would result in queues that would impact other nearby intersections and valet operations in the immediate area.



Key Findings

- Pedestrian movements will be fully separated from vehicular movements.
- This treatment would require a reduction in green time for all movements; resulting in the LOS and vehicle queuing increasing along all approaches and movements.
- Push-buttons or other pedestrian detection is recommended in order to minimize vehicle delays when pedestrians are not present.
- **This option cannot be recommended given the deterioration of the LOS that would occur.**

5. ADDITIONAL SIGNAGE

The effectiveness that additional signage has on driver yielding compliance is influenced by several factors, including vehicular speed, traffic volume, and whether the driver perceives yielding as a courtesy or the law. This option would be the lowest cost alternative; however, it would rely on driver compliance and attentiveness.

Key Findings

- A “Left turns yield to pedestrians” sign would provide advanced warning for drivers making left-turns, ideally increasing their attention to crossing pedestrians.
- Additional signage will only be effective when motorists observe and obey the signage.
- Overuse of signs may breed noncompliance and disrespect.
- Visibility of signs will be of difficult due to on-street parking.

SUMMARY & RECOMMENDATIONS

The results of the alternative analysis indicate that Alternative 1 (NE Curb Extension) and Alternative 3 (Protected-Only Left-Turns) provide a noticeable pedestrian improvement, without causing a significant impact to the intersection operations.

- Alternative 1 will reduce the crosswalk distance to 65 ft for the E/W crossings without impacting vehicle operations.;. This work cannot proceed until after the Maple Rd. project has been completed in 2020.
- Alternative 2 has a similar cost to the other alternatives; however, the overall intersection operations will experience larger delays. **Not Recommended, however, a field test could be conducted to further explore this option, if desired.**
- Alternative 3 will eliminate all potential vehicle-pedestrian conflicts for the E/W crossings; however, the LOS for the E/W left turn movements will be increased. HOLD
- Alternative 4 provides the lowest cost to remove all potential vehicle-pedestrian conflicts; however, the vehicle operations on all approaches will experience significant increases in delay and queuing. typically implemented at intersection locations in dense urban areas with high pedestrian volumes. **Not Recommended**
- Alternative 5 could be paired with any other options or used alone.

	Overall LOS	Crosswalk Length	Cost	Notes
Existing	AM: C Mid-day: C PM: C	E/W: 75 ft	-	
Alternative 1- NE Corner Bumpouts	No change	E/W: 65 ft	\$2,000- \$20,000	
Alternative 2- Lane Reduction & NW Corner Bumpouts	AM: C Mid-day: C PM: D	E/W: 60 ft /50 ft.	\$2,000- \$20,000	Not recommended
Alternative 3- Protected Left Turns	No change	No change	~\$17,000	
Alternative 4- Barnes Dance	AM: D Mid-day: D PM: F	No change	~\$2,500	Not recommended
Alternative 5- Additional signs	No change	No change	\$200-\$600 per sign	

January 26, 2019

DRAFT VIA EMAIL

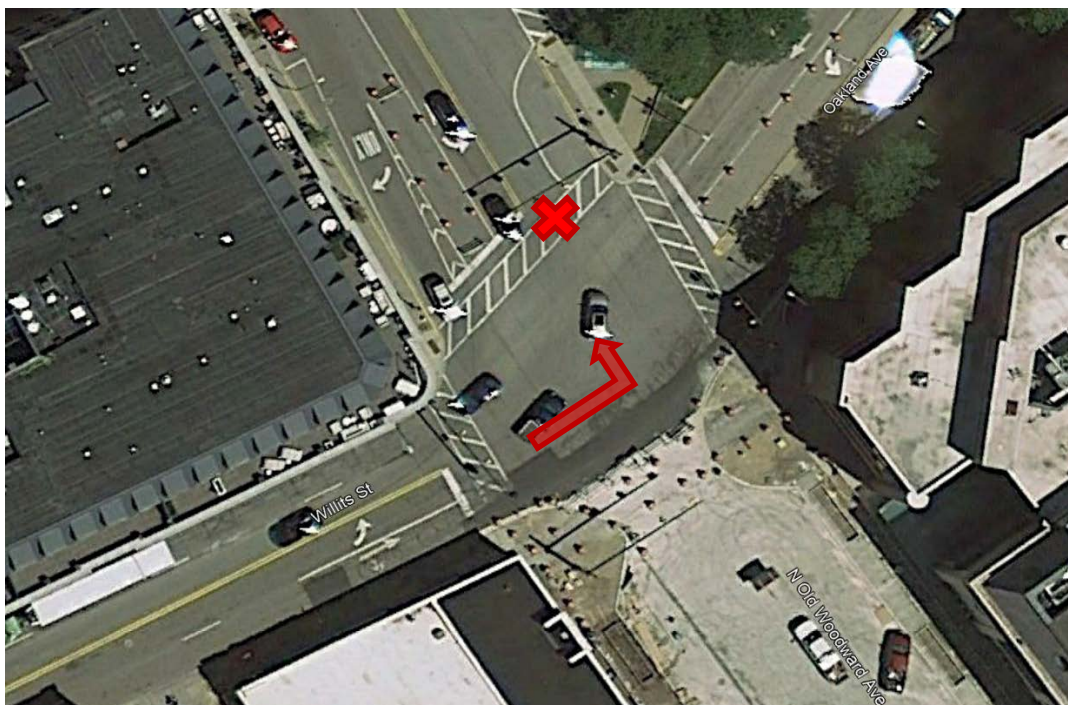
Cmdr. Scott Grewe
Operations Commander
Birmingham Police
151 Martin Street
Birmingham, MI 48012

**RE: Old Woodward Avenue & Willits Street
Pedestrian Improvements Summary**

Dear Cmdr. Grewe:

The purpose of this letter is to provide a summary of the pedestrian improvements for consideration at the intersection of Old Woodward Avenue & Willits Street. It is our understanding that there have been observed pedestrian/vehicle conflicts within the E/W crosswalk on the northside of the intersection as illustrated in **Figure 1** below. The purpose of this analysis is to evaluate mitigation alternatives to improve pedestrian safety at this intersection. Included herein is project background information, improvements previously evaluated, and new improvements for consideration.

Figure 1: Old Woodward Avenue & Willits Street Intersection



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PROJECT BACKGROUND

Fleis and VandenBrink previously prepared a report (dated February 2018) regarding a Leading Pedestrian Interval (LPI) program at several intersections throughout downtown Birmingham. An LPI provides pedestrians with an opportunity to enter an intersection and establish their place in the crosswalk before the vehicles in the same direction of travel are given the green indication. The benefits of an LPI are the increased visibility of pedestrians in the crosswalk, additional time for slower pedestrians, and decreased potential for conflicts between pedestrians and vehicles. While LPIs are beneficial to pedestrian safety, they also reduce the available green time for vehicles and can cause additional delay at an intersection. Based on the recommendations from the LPI study, the following LPIs are currently implemented at the Old Woodward Avenue and Willits Street intersection:

- East/West crossing: 10 second LPI
- North/South crossing: 7 second LPI

However, since the East/West crosswalk length is approximately 75 feet on the north leg, the implemented LPI only provides pedestrians enough time to travel less than halfway across the street before left-turning vehicles are permitted to enter the intersection. F&V further evaluated this intersection to develop several other alternatives that were also evaluated for consideration. The analysis for each alternative evaluated is summarized herein.

ALTERNATIVES ANALYSIS

F&V developed several potential pedestrian improvements that were evaluated for consideration. The analysis for each improvement evaluated is summarized herein.

1. CURB EXTENSIONS (NE CORNER)

A bumpout extends the line of the curb out into the traveled way, reducing the amount of street space pedestrians have to cross. This pedestrian improvement increases safety for slower pedestrians (children and the elderly) and improves pedestrian visibility to drivers; while also reducing the turning speed of vehicles, as a result of smaller curb radii.

Currently, the northeast corner of the intersection of Old Woodward Avenue & Willits Street has a painted curb extension. However, since the curb extension is painted, it does not physically reduce the crosswalk distance, in order to provide a raised, safe waiting, area for the pedestrian.

Therefore, a paved curb extension was evaluated for the northeast corner of this intersection. At this intersection, westbound right-turns are channelized to the north; therefore, this curb radius can be minimized, as the eastbound left-turn movement for trucks is the only turning movement that needs to be considered. A curb extension at this location may also reduce the turning speeds for eastbound left-turning vehicles, by shrinking the available pavement to complete their turning movements. This curb extension would reduce the existing 75-foot crosswalk distance on the north leg to approximately 65 feet. This curb extension could also be expanded into the hatched-out area along the east leg of the intersection to reduce that crosswalk length. The proposed design for this curb extension is shown on the attached **Figure 2**.

Key Findings

- The total crosswalk distance is reduced from 75-feet to 65-feet.
 - A Smart bus stop is located where the proposed bump out is considered. The bus stop would need to be relocated since a stop at this location has the potential to block the intersection with the addition of a bump out.
- The curb extension could be expanded to the hatched-out portion of the east leg of the intersection, in order to reduce the total N/S crosswalk distance for the east leg.
- Structure and fire hydrant relocation should be taken into consideration when designing curb extensions.

2. LANE REDUCTION & CURB EXTENSIONS (NW CORNER)

This alternative considered a lane reduction for southbound Old Woodward Avenue at the intersection, in combination with a curb extension on the NW corner. The southbound Old Woodward approach with Willits Street currently provides three lanes (left-turn, through, and right-turn lanes). This alternative evaluated eliminating the southbound right-turn lane and converting the southbound through lane into a shared through/right lane. By eliminating the right-turn lane, the NW curb could be extended through the existing right-turn lane in order to reduce the existing 75-foot crosswalk distance to approximately 60 feet. The proposed design for this curb extension is shown on the attached **Figure 3**.

The primary concern with this alternative is the operational impacts of removing the exclusive right-turn movement and associated overlap phasing. An analysis was performed to determine the measure-of-effectiveness (MOE) of this alternative as compared to existing operations. The MOE summary is provided in **Table 1**. The results of the analysis show that eliminating the exclusive right-turn lane will increase both the vehicle delay (LOS) and the vehicle queueing. The network simulations indicate that eliminating the southbound right-turn lane will result in longer vehicle queues for southbound traffic; resulting in the southbound left-turn lane becoming blocked for a portion of each peak hour. Additionally, the increased vehicle queues for the southbound traffic will reduce the number of acceptable gaps available for northbound vehicles attempting to make permissive left-turns.

Table 1: Lane Reduction MOE Summary

Intersection	Peak Period	Approach	Existing Conditions (Exclusive SB RT)		Proposed Conditions (Shared SB Thru/Right)		Difference	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Old Woodward Avenue & Willits Street	AM	EBL	13.1	B	21.0	C	7.9	B > C
		EBTR	20.9	C	29.6	C	8.7	-
		WBL	16.7	B	23.5	C	6.8	B > C
		WBTR	32.9	C	42.3	D	9.4	C > D
		NB	28.3	C	7.4	A	-20.9	C > A
		SB	28.3	C	47.5	D	19.2	C > D
		Overall	23.9	C	31.0	C	7.1	-
	Mid-day	EBL	23.3	C	23.7	C	0.4	-
		EBTR	48.9	D	54.0	D	5.1	-
		WBL	22.1	C	26.8	C	4.7	-
		WBTR	38.4	D	46.2	D	7.8	-
		NB	26.1	C	19.6	B	-6.5	C > B
		SB	24.2	C	38.1	D	13.9	C > D
		Overall	27.1	C	31.7	C	4.6	-
	PM	EBL	21.3	C	37.2	D	15.9	C > D
		EBTR	44.5	D	54.3	D	9.8	-
		WBL	21.6	C	23.9	C	2.3	-
		WBTR	37.2	D	40.0	D	2.8	-
		NB	30.7	C	20.6	C	-10.1	-
		SB	32.4	C	63.2	E	30.8	C > E
		Overall	30.0	C	42.7	D	12.7	C > D

Intersection	Peak Period	Approach	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)
Old Woodward Avenue & Willits Street	AM	EBL	71	134	106	191	35	57
		WBL	16	68	19	65	3	-3
		NBTR	55	110	27	66	-28	-44
		SBT	129	254	191	336	62	82
	Mid-day	EBL	107	204	117	217	10	13
		WBL	36	79	36	75	0	-4
		NBTR	99	191	90	175	-9	-16
		SBT	144	312	187	336	43	24
	PM	EBL	144	256	255	454	111	198
		WBL	40	118	35	92	-5	-26
		NBTR	103	184	87	177	-16	-7
		SBT	189	368	236	425	47	57

Key Findings

- The total crosswalk distance will be reduced from 75-feet to approximately 60-feet.
- The vehicle delay (LOS) and vehicle queueing will increase.
- The southbound right turn overlap phase will be eliminated.
- Fire hydrant relocation should be taken into consideration when designing curb extensions.
- This alternative could be constructed in conjunction with a curb extension on the NE corner to reduce the total crosswalk distance from the existing 75-feet to approximately 50-feet.

3. PROTECTED LEFT TURNS (E/W APPROACH)

One of the most common conflicts at signalized intersections is the competition between vehicles permissively turning left and pedestrians crossing during the concurrent parallel pedestrian signal phase. Drivers typically focus on opposing traffic to identify gaps for left turns and may not pay due attention to pedestrians approaching or in the parallel crosswalk. Additionally, permissive left turns at congested intersections contribute to drivers accepting smaller gaps, turning at higher speeds, and “sneaking” through the intersection during the yellow or all-red signal intervals. Protected left-turn phasing provides a green arrow for left-turning vehicles while stopping both on-coming traffic and parallel pedestrians’ crossings, therefore eliminating all potential conflict.

Currently, the intersection of Old Woodward Avenue & Willits Street provides protective/permissive phasing for E/W left-turns from Willits Street and provides permissive only phasing for the N/S left-turns from Old Woodward Avenue. This alternative considered providing protected-only phasing for the E/W left-turn movements from Willits Street; removing the permissive phase in order to eliminate vehicle-pedestrians conflicts for the E/W pedestrian crossings. By eliminating the potential vehicle-pedestrian conflicts during the E/W crossings, there is no longer the need to provide an LPI along the E/W crossings; therefore, the allotted all-red time (10 seconds) is available for additional green time elsewhere. This additional green time within the cycle helps to minimize the impact of removing the E/W permissive phase. The primary concern with this alternative is the operational impacts of eliminating the permissive phase. An analysis was performed to determine the measure-of-effectiveness (MOE) of this alternative as compared to existing operations. The MOE summary is provided in **Table 2**. The results of the analysis show that eliminating the permissive movement will increase both the vehicle delay (LOS) and the vehicle queueing.

Table 2: Protected E/W Left-Turn MOE Summary

Intersection	Peak Period	Approach	Existing Perm/Prot		E/W Protected Only Left-turn		Difference	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Old Woodward Avenue & Willits Street	AM	EBL	13.1	B	44.7	D	31.6	B > D
		EBTR	20.9	C	15.5	B	-5.4	C > B
		WBL	16.7	B	39.9	D	23.2	B > D
		WBTR	32.9	C	25.3	C	-7.6	-
		NB	28.3	C	24.4	C	-3.9	-
		SB	28.3	C	24.0	C	-4.3	-
		Overall	23.9	C	23.6	C	-0.3	-
	Mid-day	EBL	23.3	C	44.1	D	20.8	C > D
		EBTR	48.9	D	24.1	C	-24.8	D > C
		WBL	22.1	C	39.6	D	17.5	C > D
		WBTR	38.4	D	25.9	C	-12.5	D > C
		NB	26.1	C	29.5	C	3.4	-
		SB	24.2	C	24.4	C	0.2	-
		Overall	27.1	C	27.2	C	0.1	-
	PM	EBL	21.3	C	49.2	D	27.9	C > D
		EBTR	44.5	D	16.1	B	-28.4	D > B
		WBL	21.6	C	49.3	D	27.7	C > D
		WBTR	37.2	D	27.9	C	-9.3	D > C
		NB	30.7	C	32.8	C	2.1	-
		SB	32.4	C	32.3	C	-0.1	-
		Overall	30.0	C	30.3	C	0.3	-
Intersection	Peak Period	Approach	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)
Old Woodward Avenue & Willits Street	AM	EBL	71	134	90	173	19	39
		WBL	16	68	17	46	1	-22
		NBTR	55	110	52	104	-3	-6
		SBT	129	254	122	234	-7	-20
	Mid-day	EBL	107	204	110	192	3	-12
		WBL	36	79	40	81	4	2
		NBTR	99	191	114	200	15	9
		SBT	144	312	134	245	-10	-67
	PM	EBL	144	256	149	275	5	19
		WBL	40	118	36	84	-4	-34
		NBTR	103	184	95	173	-8	-11
		SBT	189	368	188	389	-1	21

Key Findings

- The LPI phase for the E/W crossings will be available as additional green time for other movements, due to eliminating the potential vehicle-pedestrian conflicts along the E/W crossings.
- The vehicle delay (LOS) will increase for the E/W left turn movements; however, it will decrease for the E/W through movements.
- All potential vehicle-pedestrian conflicts will be eliminated for pedestrians crossing in the E/W directions
 - Vehicle-pedestrian conflicts will still exist for N/S crossing pedestrians
- The existing signal 4-section signal heads on the east and west approaches would need to be replaced with a 3-section signal heads to operate as protected only.

4. BARNES DANCE (PEDESTRIAN SCRAMBLE)

This pedestrian improvement restricts all vehicular movements at an intersection and provides a pedestrian only walking phase. At intersections with this type of pedestrian treatment, an "X" crosswalk through the middle of the intersection is often implemented, in addition to the four typical crossings connecting each corner. This type of treatment allows pedestrians to travel without any potential for vehicle-pedestrian conflicts; however, this is typically implemented at intersection locations in dense urban areas with high pedestrian volumes.

Table 3: Protected E/W Left-Turn MOE Summary

Intersection	Peak Period	Approach	Existing LPI		Pedestrian Phase		Difference	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Old Woodward Avenue & Willits Street	AM	EBL	13.1	B	22.9	C	9.8	B > C
		EBTR	20.9	C	29.2	C	8.3	-
		WBL	16.7	B	30.6	C	13.9	B > C
		WBTR	32.9	C	47.0	D	14.1	C > D
		NB	28.3	C	38.1	D	9.8	C > D
		SB	28.3	C	50.9	D	22.6	C > D
		Overall	23.9	C	38.3	D	14.4	C > D
	Mid-day	EBL	23.3	C	49.1	D	25.8	C > D
		EBTR	48.9	D	73.8	E	24.9	D > E
		WBL	22.1	C	42.3	D	20.2	C > D
		WBTR	38.4	D	57.0	E	18.6	D > E
		NB	26.1	C	63.0	E	36.9	C > E
		SB	24.2	C	44.1	D	19.9	C > D
		Overall	27.1	C	51.0	D	23.9	C > D
	PM	EBL	21.3	C	129.0	F	107.7	C > F
		EBTR	44.5	D	60.2	E	15.7	D > E
		WBL	21.6	C	29.6	C	8.0	-
		WBTR	37.2	D	81.7	F	44.5	D > F
		NB	30.7	C	61.8	E	31.1	C > E
		SB	32.4	C	111.6	F	79.2	C > F
		Overall	30.0	C	85.3	F	55.3	C > F

Intersection	Peak Period	Approach	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)
Old Woodward Avenue & Willits Street	AM	EBL	71	134	94	161	23	27
		WBL	16	68	16	54	0	-14
		NBTR	55	110	69	127	14	17
		SBT	129	254	177	336	48	82
	Mid-day	EBL	107	204	138	248	31	44
		WBL	36	79	39	88	3	9
		NBTR	99	191	189	290	90	99
		SBT	144	312	236	444	92	132
	PM	EBL	144	256	191	327	47	71
		WBL	40	118	105	258	65	140
		NBTR	103	184	143	254	40	70
		SBT	189	368	344	549	155	181

Key Findings

- Pedestrian movements will be fully separated from vehicular movements.
- This treatment would require a reduction in green time for all movements; resulting in the vehicle delay (LOS) and vehicle queuing increasing along all approaches and movements.
- Push-buttons or other pedestrian detection is recommended in order to minimize vehicle delays when pedestrians are not present.

5. ADDITIONAL SIGNAGE

The effectiveness that additional signage has on driver yielding compliance is influenced by several factors, including vehicular speed, traffic volume, and whether the driver perceives yielding as a courtesy or the law. Enhancing signage with pedestrian activated lights or flashing beacons has been shown to be more effective than those signs that flash/blink continuously. Pedestrian signage placed in advance of the crosswalk location has been shown to be effective at reducing vehicle-pedestrian conflicts.



Key Findings

- A “Left turns yield to pedestrians” sign would provide advanced warning for drivers making left-turns, ideally increasing their attention to crossing pedestrians.
- Additional signage will only be effective for those motorists who observe and obey the signage.
- Overuse of signs may breed noncompliance and disrespect.
- Visibility of signs will be of difficulty due to on-street parking.

SUMMARY & RECOMMENDATIONS

The results of the alternative analysis indicate that Alternative 1 (NE Curb Extension) and Alternative 3 (Protected-Only Left-Turns) provide a noticeable pedestrian improvement, without causing a significant impact to the intersection operations.

- Alternative 1 will provide a reduced crosswalk distance (75-ft to 65-ft) for the north leg of the intersection without impacting vehicle operations; however, the Smart bus stop location will need to be relocated.
- Alternative 3 will eliminate all potential vehicle-pedestrian conflicts for the E/W crossings; however, the vehicle delay (LOS) for the E/W left turn movements will be increased.

An additional option for consideration is Alternative 5 and to provide a “Left turns yield to pedestrians” sign. This option would be the lowest cost alternative; however, it would rely on driver compliance and attentiveness.

Alternatives 2 and 4 are not recommended. Alternative 2 has a similar cost to the other alternatives; however, the overall intersection operations will experience larger delays. Alternative 4 provides the lowest cost to remove all potential vehicle-pedestrian conflicts; however, the vehicle operations on all approaches will experience significant increases in delay and queuing.

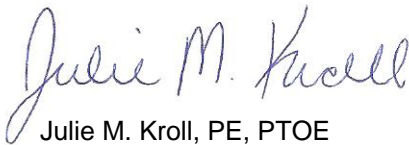
Table 4: Pedestrian Improvement Cost Summary

Intersection Treatment	Estimated Cost
1. NE Curb Extension	\$2,000 - \$20,000
2. NW Curb Extension	\$2,000 - \$20,000
3. E/W Protected-Only Phase	~ \$17,000
4. "X" crosswalk pavement markings	~\$2,500
5. Signage	\$200 - \$600 per sign

We hope that this information provides adequate clarification to address the questions of the City. If you have any questions or concerns, please contact our office.

Sincerely,

FLEIS & VANDENBRINK



Julie M. Kroll, PE, PTOE
Sr. Project Manager

JJS2:maa:jmk

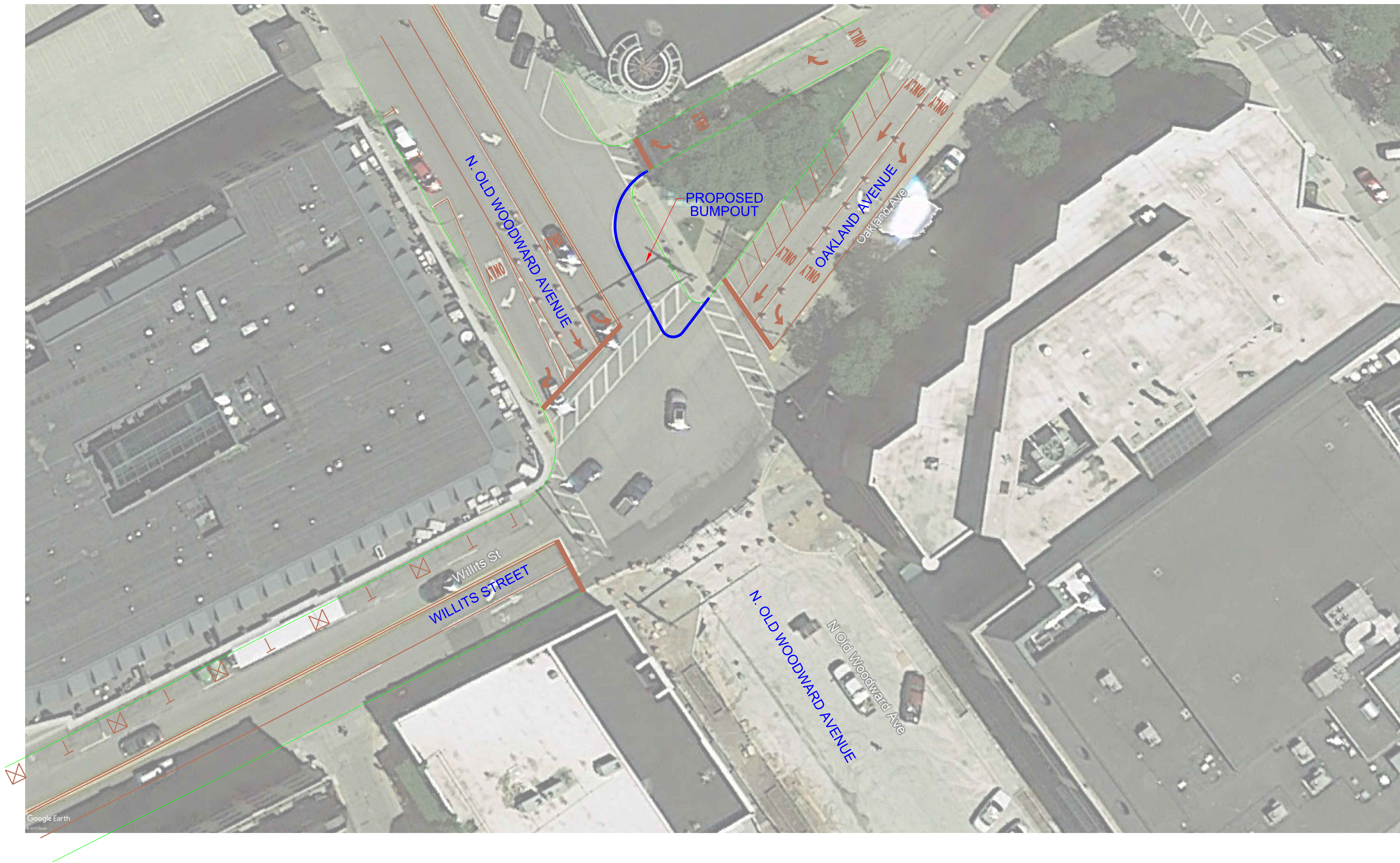


FIGURE 2A
NORTHEAST CORNER BUMPOUT

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
WILLITS ST. & WOODWARD AVE.
IMPROVEMENT PLAN

823951
 F&V PROJECT NO.

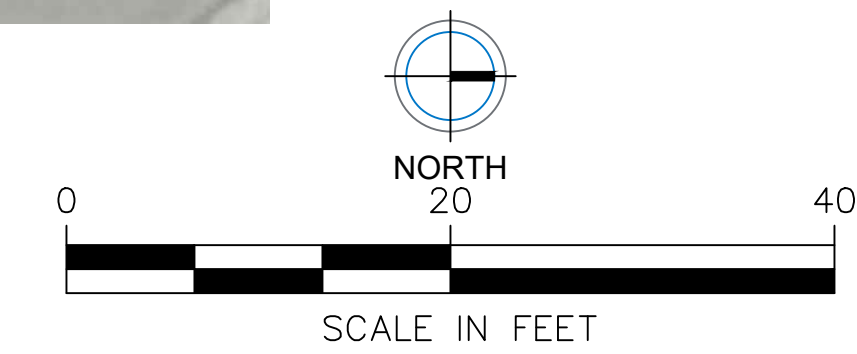


FLEIS & VANDENBRINK
DESIGN. BUILD. OPERATE.



FIGURE 2B
NORTHEAST CORNER
FULL BUMPOUT

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
WILLITS ST. & WOODWARD AVE.
IMPROVEMENT PLAN



FLEIS&VANDENBRINK
 DESIGN. BUILD. OPERATE.

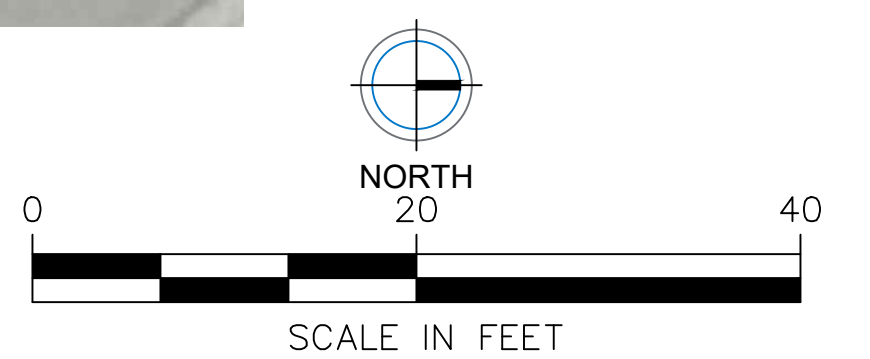
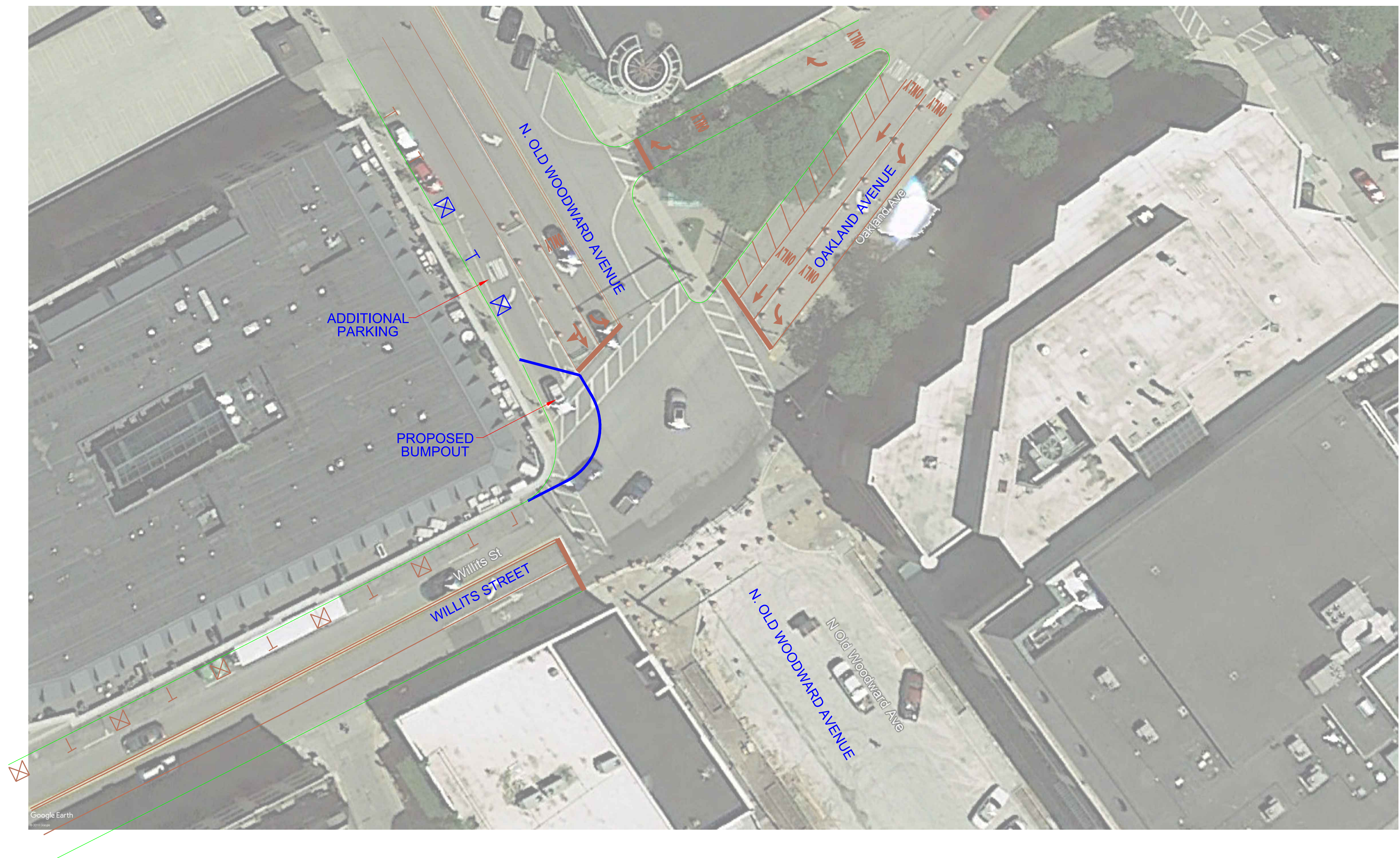


FIGURE 3
SOUTHWEST CORNER BUMPOUT

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
WILLITS ST. & WOODWARD AVE.
IMPROVEMENT PLAN

823951
F&V PROJECT NO.

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

**CITY OF BIRMINGHAM MULTI-MODAL
TRANSPORTATION BOARD THURSDAY,
MAY 2, 2019
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, May 2, 2019.

Chairwoman Johanna Slanga convened the meeting at 6:03 p.m.

1. ROLL CALL

Present: Chairwoman Johanna Slanga, Vice-Chairwoman Lara Edwards; Board Members Daniel Rontal, Doug White; Alternate Board Member Daniel Isaksen; Student Representatives Chris Capone, Bennett Pompei

Absent: Board Members Amy Folberg, Katie Schafer, Joe Zane

Administration: Jana Ecker, Planning Director
Scott Grewe, Police Commander
Paul O'Meara, City Engineer
Laura Eichenhorn, Transcriptionist
Austin Fletcher, City Engineer

Fleis & Vanderbrink ("F&V"):

Julie Kroll

Regional Transit Authority:

Ben Stupka

SMART:

Robert Kramer

MKSK:

Brad Strader

2. Introductions (none)

3. Review Agenda (no change)

4. Approval of MMTB Minutes of March 7, 2019

Motion by Mr. White

Seconded by Dr. Rontal to approve the MMTB Minutes of March 7, 2019 as presented.

Motion carried, 5-0.

VOICE VOTE

Yeas: White, Rontal, Slanga, Edwards, Isaksen

Nays: None

5. Willits / Oakland and S. Old Woodward – Pedestrian Improvements

Assistant Planner Lauren Chapman presented the item.

City Engineer O'Meara stated that the Commission wanted the MMTB to study this intersection in terms of potential pedestrian improvements that could be made.

Vice-Chairwoman Edwards asked about potential changes in signal timing.

Ms. Kroll explained:

- There are leading pedestrian intervals (LPI) at this intersection, with a 10 second leading pedestrian interval for east-west crossing and a seven second leading pedestrian interval for north-south.
- The permissive protected left turn at this intersection is different from other Birmingham intersections. If a driver is trying to make a left turn on Willits to go north on Old Woodward, the driver would proceed with a protected green arrow requiring pedestrians to yield to the vehicle. When this light goes to red, the east-west LPI begins.
- At this point, there are often cars in the intersection because they expected the signal to turn into a flashing yellow arrow while it actually turns to a solid red. This leads to east-west pedestrian hesitation because they both see cars in the middle of the road and have a walk signal.
- There were some pedestrian-vehicle conflicts on the north side of the intersection, but the majority of pedestrians cross this intersection on the south side.
- A lagging left turn was evaluated as a possible solution, which would have had the 10 second LPI, followed by a flashing yellow, followed by a solid green. This configuration would have caused longer back-ups in the intersection.
- The F&V team then decided to focus on altering signal timing to make the biggest improvement, with the intention of improving specific parts of the intersection even further after that.

- This intersection is most challenging between 5:00 p.m. and 5:30 p.m. on weekdays. The rest of the time it works well. At this time the team is considering altering the signal timing during the peak 4:00 p.m.-6:00 p.m. timeframe, while leaving the LPIs intact other hours of the day.
- The various options available for improving the intersection are still being studied.
- When the bus stops at the stop adjacent the intersection, its latter half will remain in the intersection, effectively blocking part of the intersection.

City Engineer O'Meara concurred. He said that they are currently considering removing 10 feet from the northbound lane in order to provide enough room for the bus to sit and for traffic to pass. He said recommendations for how to update the signal timing would be available for the June 2019 meeting.

Mr. Isaksen suggested taking the hashed triangular wedge divider on southbound Old Woodward between the right turn lane and the straight traffic, removing ten feet, and creating a 60 foot crossing, which would be more tenable.

Dr. Rontal spoke in favor of that suggestion.

Mr. Isaksen said bump-outs are a great idea here.

Chairwoman Slanga noted that these were ideas for the future.

Vice-Chairwoman Edwards noted there was a lot of room on Oakland due to the current hashing as well, said she saw a lot of room for future improvements, and said she looked forward to hearing the signal timing recommendations.

6. 2019 Asphalt Resurfacing Program

City Engineer O'Meara presented the item.

Vice-Chairwoman Edwards said it would be good to have a survey regarding the bicycle connector route on the City website.

Dr. Rontal said increased signage designating the bicycle connector route would be beneficial. He also said he would like to see further plans for encouraging use and implementation of the bicycle connector route. He said he lives near the route as it passes through Emmonds, Catalpa, and Southlawn, and that there is no signage encouraging use of the route and notifying cyclists to its existence.

Planning Director Ecker said the improvements Dr. Rontal was talking about are part of phase two of the multi-modal plan, and that it will be addressed towards the beginning of that phase. For the building, painting, and signage, that would need to be included in the budget, the opportunity for which occurs annually. She said it would go in the Engineering budget.

City Engineer O'Meara said the budget request would be better phased over a few years, as opposed to in one year.

Chairwoman Slanga, summarizing the Board's views and concerns, asked Staff to come up with a recommended plan for implementation of all the bicycle information in the Multi-Modal Plan, and possibly a loose schedule.

City Engineer O'Meara emphasizes that Staff would want the Board's feedback on the pending bicycle recommendations as well in order to determine where the priorities are.

7. Board Training – Transit Oriented Development

Brad Strader from MKSK, Ben Stupka from the Regional Transit Authority (RTA), and Robert Kramer from SMART spoke to the Board. Mr. Kramer spoke on SMART service, the regular routes, and the FAST service. Mr. Strader spoke about transit-oriented development (TOD), some examples of TOD, and how it relates to Birmingham such as how development, design, and density effect the viability of different types of transit. Mr. Stupka talked about the change from TOD to mobility-oriented development.

Mr. Kramer, Deputy General Manager at SMART, reviewed the routes that pass through Birmingham. He explained that the FAST bus serves communities with more use and investment in the service, and skips other communities that have not invested in the service in order to provide a higher quality of service overall. Birmingham will be getting enhanced FAST bus shelters that will have 'Next Bus Arrival' screens, and more substantial financial investment in those stops. Focusing investment along nodes that are transit supportive has been successful, with the utilization of the FAST Woodward line up 50% over the year prior. Some of the ways SMART would alter its service in order to be more supportive of TOD are:

- Altering the routes in small ways in order to pass through more densely populated areas with more walkable amenities, which will generate increased ridership and in turn generate more walkable, dense development.
- Increasing the comfort provided at the stops, including the example of the 'Next Bus Arrival' screens at the FAST shelters.
- Expanding or shortening routes in order to better accommodate the locations of higher demand.

Mr. Kramer continued:

- SMART is currently undergoing operations analysis to determine how best to connect riders to the major routes.
- The service quality of some of the minor routes may not be ideal, he also noted that sometimes those minor routes are the only ways people in those areas have to get around, so route changes are being considered with great caution.
- Increasing the accessibility and rider volume of the major routes can be an engine of economic and walkable development in the areas those routes pass through.
- The aim is to redeploy SMART's resources to increase bus frequency on more heavily used routes, and to use other resources to keep bus accessibility open for people who rely significantly on what were previously lower-quality routes.
- Adding more frequent buses to the most commonly used routes will also be supportive of

TOD.

- SMART is working with MDOT to develop signal priority implementation which would include connected vehicle infrastructure. This would allow green lights to stay green longer or turn green earlier if a bus is running behind schedule.
- SMART is looking at constructing Park-and-Ride facilities along the FAST corridors, which he conceded is somewhat opposite to TOD but still supports a better level of service.
- SMART is also looking for ways to collaborate with other transit businesses and models in the area, such as ride-sharing, as well.
- It takes about 40 minutes to get from Birmingham to Hart Plaza in downtown Detroit. The FAST service is about 15% faster than the local service. It ends up being about 5-7 minutes longer than driving.
- SMART and DDOT unveiled a unified payment system called DART on May 1, 2019, allowing for passes of 4-hour, 24-hour, 7-day and 31-day increments which would eliminate transfer charges and streamline fare options.
- SMART has found Birmingham is very responsive to bus-related suggestions, and that there is an open line to the City. SMART works on demarcating bus stops clearly and locating them in locations that are as safe for pedestrians as possible.

Planning Director Ecker noted that SMART has also been very responsive to Birmingham's requests about topics such as bus shelter customization or similar matters.

Brad Strader from MKSK defined TOD as development that typically is very pedestrian-, transit-, and bicycle-oriented, and less car oriented. It is typically mixed-use and higher density so that the local transit is used throughout the day, instead of only during rush hour, for instance. He continued:

- Maintaining a mixture of uses along the transit line is good in addition to maintaining mixed-use developments in single spots along the transit line.
- Reduction in parking needs have been more subtle than some planners anticipated because people prefer the flexibility of having a car, but TOD does yield some reduction in parking necessity.
- Some of the benefits include more transit options for younger individuals and independent seniors looking for alternatives to single occupant vehicles and development closer to high-quality transit has a higher value. While the tendency towards higher property values near TOD is more true in larger urban areas, the trend is also starting to appear in parts of Michigan as well.
- TOD depends on a municipality's transit-oriented goals. Some of the possible reasons for TOD include building ridership, economic development, creating higher density living which can reduce both housing and transportation costs, getting people healthier through walking and bicycling, and shifting the primary transit modalities used.
- TOD can vary depending on the type of roadway, type of development, and type of community.
- TOD requires many stakeholders to be involved from both the public and private sectors. Developers need to see that there is a return on investment, and might be hesitant to do TOD if they anticipate a stop or station might move in a year. Birmingham would need to work with MDOT to make changes in the MDOT right of way and with transit agencies like the RTA and SMART to create viable TOD.
- Mr. Stupka has been able to meet with developers in his RTA capacity to explain, for instance, how developments can meet the needs of major employers and make using

transit more convenient for the employees.

- Factors which influence transit usage include proximity, convenience, quality of the bus stop and amenities, travel time reliability, and the permanence of a stop or station.
- Fast bus services encourage more TOD than a regular bus line, bus rapid transit or exclusive bus lanes encourage more TOD than fast bus services, street car encourages more TOD than bus rapid transit. Commuter rail can vary from a purely park-and-ride situation to the impetus for a lot of development.
- One way of approaching TOD is determining objectives, coming up with a plan to be implemented over a period of time, looking at code and development issues, and continuing to enhance transit as density and quality of development increases.
- The Woodward Avenue Action Association (WA3) has been an advocate in the local area towards encouraging TOD along Woodward.

Mr. Strader then reviewed a number of case studies, and advised the Board that Planning Director Ecker had the presentation should Board Members want to review those examples further.

Planning Director Ecker said that Cleveland's TOD was a particularly compelling example to compare to Birmingham, and that in some areas along its recent transit development it looked strikingly like the Woodward Corridor.

Ben Stupka from RTA explained that mobility-oriented development (MOD) explores how different modes of transportation access the major transit corridors and how development fits into that. The RTA is currently developing a study looking at MOD along Woodward and along the Ann Arbor-Detroit Rail Corridor. He continued that the RTA is also looking at some potential pilots to parlay some of its resources into an Uber- or Lyft-style on-demand service for individuals living in the lower density areas.

In reply to Planning Director Ecker's question, Mr. Stupka explained that the RTA is working on regional transit via considering another ballot initiative in 2020 and renewing its master plan to determine what the values and priorities are around regional transit. Determining the ideals and values around regional transit allows the RTA to inspire people, maintain flexibility, accommodate different funding outcomes, and better incorporate stakeholders' objectives. The RTA is also working on its coordinated service plan for seniors and people with disabilities, which would allow on-demand services for qualifying people under the ADA. There are over 100 non-profits, community services, and other providers in the region offering similar resources to seniors and disabled people, and the RTA is trying to figure out how to better coordinate those efforts. Newer technologies for fare-paying across transit are also being explored. MDOT also gave the RTA a grant to work on centralizing booking for ADA services.

Chairwoman Slanga said she looked forward to further hearing about how Birmingham's planning decisions could better connect the City with the surrounding communities. She then thanked Mr. Kramer, Mr. Strader, and Mr. Stupka for their presentations.

Planning Director Ecker thanked Mr. Kramer, Mr. Strader, and Mr. Stupka as well.

8. Meeting Open to the Public for items not on the Agenda

9. Miscellaneous Communications

City Engineer O'Meara explained a resident in the West Maple-Chesterfield area would like to see a crossing area in front of the First United Methodist Church, which previously went unendorsed by the MMTB and the Commission due to residents' comments at the public hearing requesting it not be installed.

City Engineer O'Meara said he was inclined to ask the resident in support of the crossing area for more positive feedback from residents before the MMTB would pursue the issue further.

10. Next Meeting – June 6, 2019

11. Adjournment

No further business being evident, the board members adjourned at 7:32 p.m.

Jana Ecker, Planning Director

Paul O'Meara, City Engineer

DATE: May 28, 2019

TO: Multi-Modal Transportation Board

FROM: Lauren Chapman- Assistant Planner

SUBJECT: Old Woodward Avenue & Willits Street/ Oakland Avenue
Pedestrian Improvements Cover Memo

INTRODUCTION:

This memo summarizes considered pedestrian improvements for the intersection of Old Woodward Avenue & Willits Street. There is a possibility for pedestrian/vehicle conflicts within the E/W crosswalk on the north side of the intersection. The purpose of this analysis is to evaluate alternatives to improve pedestrian safety at this intersection. Included herein is project background information, improvements previously evaluated, and new improvements for consideration.

BACKGROUND:

Fleis and VandenBrink previously prepared a report regarding a Leading Pedestrian Interval (LPI) program at several intersections throughout the downtown. An LPI provides pedestrians with an opportunity to enter an intersection and establish their place in the crosswalk before the vehicles in the same direction of travel are given the green indication. The benefits of an LPI are the increased visibility of pedestrians in the crosswalk, additional time for slower pedestrians, and decreased potential for pedestrian/vehicle conflicts. While LPIs are beneficial to pedestrian safety, they also reduce the available green time for vehicles and can cause additional delay at an intersection. Based on the recommendations from the LPI study, the following LPIs are currently implemented at the Old Woodward and Willits intersection:

- East/West crossing: 10 second LPI
- North/South crossing: 7 second LPI

However, since the East/West crosswalk length is approximately 75 feet on the north leg, the implemented LPI only provides pedestrians enough time to travel less than halfway across the street before left-turning vehicles are permitted to enter the intersection. F&V further evaluated this intersection to develop several alternatives for consideration. The analysis for each alternative evaluated is summarized herein.

1. CURB EXTENSIONS (NE CORNER)

A bumpout extends the line of the curb out into the road, reducing the amount of street space pedestrians have to cross. This pedestrian improvement increases safety for slower pedestrians and improves pedestrian visibility to drivers; while also reducing the turning speed of vehicles. The northeast corner of the intersection of Old Woodward & Willits currently has a painted curb extension; this however, does not physically reduce the crosswalk distance. This curb extension

would reduce the east-west crosswalk distance and could be expanded into the hatched-out area along the east leg of the intersection to reduce that crosswalk length.

If the City is going to expend funds to install a bumpout, the work should encompass Oakland Blvd. as well, where currently a third unused lane makes the east leg crosswalk longer than it needs to be. The segment of Oakland Blvd. from this point east to Woodward Ave. was originally scheduled for resurfacing in 2019, given that the pavement is in poor condition. However, this street will be used for a part of the designated Maple Rd. detour for westbound traffic when that project is underway in 2020. To ensure appropriate traffic flows, two lanes of westbound traffic will be provided through this intersection, during which time the existing width of the street will be needed. With that in mind, a permanent bumpout improvement cannot be implemented at this location until the completion of the Maple Rd. paving project in 2020.

Key Findings

- The total crosswalk distance is reduced from 75-feet to 65-feet.
- The curb extension could be expanded to the hatched-out portion of the east leg of the intersection, in order to reduce the total N/S crosswalk distance for the east leg.
- While a permanent bumpout will make significant improvements, it is impractical to proceed with this construction until the Maple Rd. project is completed in 2020.

2. LANE REDUCTION & CURB EXTENSIONS (NW CORNER)

This alternative considered a lane reduction for southbound Old Woodward at the intersection, in combination with a curb extension on the NW corner. The southbound Old Woodward approach with Willits currently provides three lanes (left-turn, through, and right-turn lanes). This alternative evaluated eliminating the southbound right-turn lane and converting the southbound through lane into a shared through/right lane. By eliminating the right-turn lane, the NW curb could be extended through the existing right-turn lane in order to reduce the existing crosswalk distance. The primary concern with this alternative is the operational impacts of removing the exclusive right-turn movement and associated overlap phasing. An analysis showed that eliminating the exclusive right-turn lane will increase both the Level of Service (LOS) and the vehicle queueing.

Right turn demand for southbound traffic at this intersection has always been significant. Through traffic traveling south on Woodward Ave. and then heading west or south of Birmingham often use these streets to do so. While the computer analysis predicts that the LOS would decline from C to D in the PM period, the actual impact could be tested by setting up a right lane closure and then timing the delays experienced during the PM peak. If the MMTB wishes to explore this further, such a test could be implemented.

Key Findings

- The total crosswalk distance will be reduced from 75-feet to approximately 60-feet.
- The LOS and vehicle queueing will increase. A test to determine actual impacts is recommended if this bumpout is desired.
- The southbound right turn overlap phase will be eliminated.
- A curb extension on the NE corner could also be constructed with this alternative to reduce the total crosswalk distance from the existing 75-feet to approximately 50-feet.
- Would result in three additional parking spaces.

3. PROTECTED LEFT TURNS (E/W APPROACH)

One of the most common conflicts at signalized intersections is the competition between vehicles permissively turning left and pedestrians crossing during the concurrent parallel pedestrian signal phase. Protected left-turn phasing provides a green arrow for left-turning vehicles while stopping both on-coming traffic and parallel pedestrians' crossings, therefore eliminating all potential conflict. Currently, the intersection of Old Woodward & Willits provides protective/permissive phasing for E/W left-turns from Willits and provides permissive only phasing for the N/S left-turns from Old Woodward. This alternative considered providing protected-only phasing for the E/W left-turn movements from Willits; removing the permissive phase in order to eliminate vehicle-pedestrians conflicts for the E/W pedestrian crossings. By eliminating the potential vehicle-pedestrian conflicts during the E/W crossings, there is no longer the need to provide an LPI along the E/W crossings; therefore, the allotted all-red time is available for additional green time elsewhere. This additional green time within the cycle helps to minimize the impact of removing the E/W permissive phase. The primary concern with this alternative is the operational impacts of eliminating the permissive phase.

Key Findings

- The LPI phase for the E/W crossings will be available as additional green time for other movements, by eliminating the potential vehicle-pedestrian conflicts for E/W crossings.
- The LOS will increase for the E/W left turn movements; however, it will decrease for the E/W through movements. CALL JULIE – CALCS SEEM WRONG
- All potential vehicle-pedestrian conflicts will be eliminated for pedestrians crossing in the E/W directions
 - Vehicle-pedestrian conflicts will still exist for N/S crossing pedestrians

4. BARNES DANCE (PEDESTRIAN SCRAMBLE)

This pedestrian improvement restricts all vehicular movements at an intersection and provides a pedestrian only walking phase. This type of treatment allows pedestrians to travel without any potential for vehicle-pedestrian conflicts. The level of service for vehicles would deteriorate to unacceptable levels if this option was implemented. For example, delays of up to 2 minutes to drive through the intersection are calculated during the PM peak. Such delays would result in queues that would impact other nearby intersections and valet operations in the immediate area.



Key Findings

- Pedestrian movements will be fully separated from vehicular movements.
- This treatment would require a reduction in green time for all movements; resulting in the LOS and vehicle queuing increasing along all approaches and movements.
- Push-buttons or other pedestrian detection is recommended in order to minimize vehicle delays when pedestrians are not present.
- **This option cannot be recommended given the deterioration of the LOS that would occur.**

5. ADDITIONAL SIGNAGE

The effectiveness that additional signage has on driver yielding compliance is influenced by several factors, including vehicular speed, traffic volume, and whether the driver perceives yielding as a courtesy or the law. This option would be the lowest cost alternative; however, it would rely on driver compliance and attentiveness.

Key Findings

- A “Left turns yield to pedestrians” sign would provide advanced warning for drivers making left-turns, ideally increasing their attention to crossing pedestrians.
- Additional signage will only be effective when motorists observe and obey the signage.
- Overuse of signs may breed noncompliance and disrespect.
- Visibility of signs will be of difficult due to on-street parking.

SUMMARY & RECOMMENDATIONS

The results of the alternative analysis indicate that Alternative 1 (NE Curb Extension) and Alternative 3 (Protected-Only Left-Turns) provide a noticeable pedestrian improvement, without causing a significant impact to the intersection operations.

- Alternative 1 will reduce the crosswalk distance to 65 ft for the E/W crossings without impacting vehicle operations.;. This work cannot proceed until after the Maple Rd. project has been completed in 2020.
- Alternative 2 has a similar cost to the other alternatives; however, the overall intersection operations will experience larger delays. **Not Recommended, however, a field test could be conducted to further explore this option, if desired.**
- Alternative 3 will eliminate all potential vehicle-pedestrian conflicts for the E/W crossings; however, the LOS for the E/W left turn movements will be increased. HOLD
- Alternative 4 provides the lowest cost to remove all potential vehicle-pedestrian conflicts; however, the vehicle operations on all approaches will experience significant increases in delay and queuing. typically implemented at intersection locations in dense urban areas with high pedestrian volumes. **Not Recommended**
- Alternative 5 could be paired with any other options or used alone.

	Alternative	Overall LOS	Crosswalk Length	Cost	No
	Existing	AM: C Mid-day: C PM: C	E/W: 75 ft	-	
	1- NE Corner Bumpouts	No change	E/W: 65 ft	\$2,000- \$20,000	
2	NW Corner Bumpout				
3	Lane Reduction & NW Corner Bumpouts	AM: C Mid-day: C PM: D	E/W: 60 ft /50 ft.	\$2,000- \$20,000	N recomr
4	Alternative 3- Protected Left Turns	No change	No change	~\$17,000	
5					
6	Alternative 4- Pedestrian Scramble	AM: D Mid-day: D PM: F	No change	~\$2,500	N recomr
	Alternative 5-	No change	No change	\$200-\$600	

	Additional signs			per sign	
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May 31, 2019

DRAFT VIA EMAIL

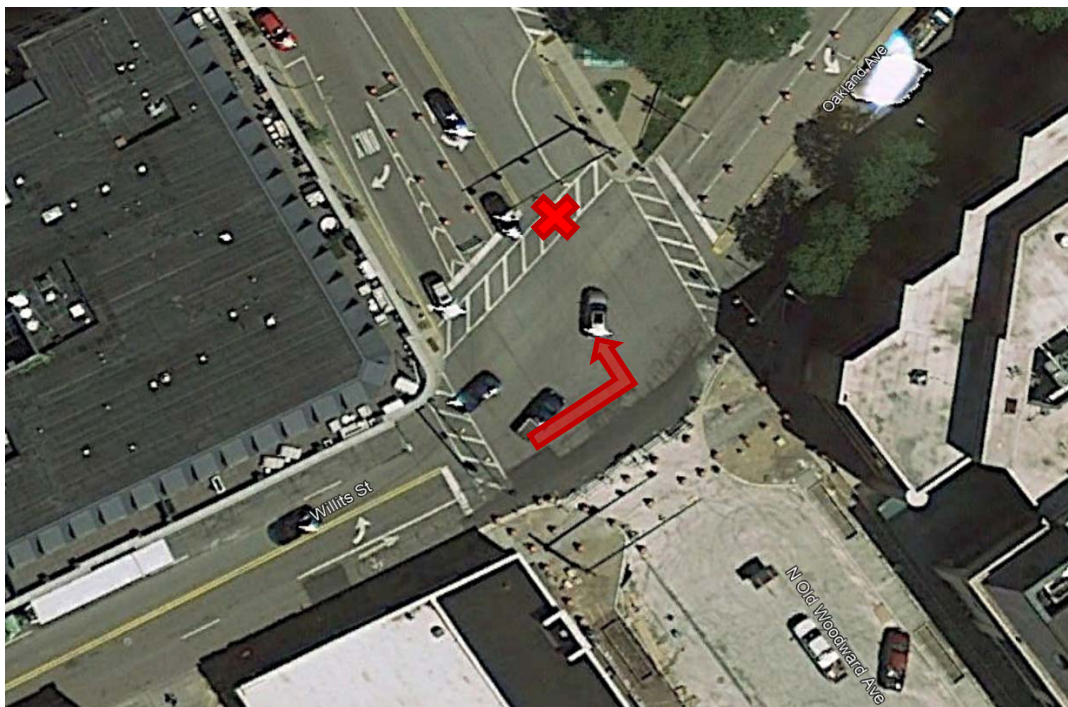
Mr. Paul O'Meara
City Engineer
City of Birmingham
151 Martin Street
Birmingham, MI 48012

**RE: Old Woodward Avenue & Willits Street
Pedestrian Improvements Summary**

Dear Mr. O'Meara:

The purpose of this letter is to provide a summary of the pedestrian improvements for consideration at the intersection of Old Woodward Avenue & Willits Street. It is our understanding that there have been observed pedestrian/vehicle conflicts within the E/W crosswalk on the northside of the intersection as illustrated in **Figure 1** below. The purpose of this analysis is to evaluate mitigation alternatives to improve pedestrian safety at this intersection. Included herein is project background information, improvements previously evaluated, and new improvements for consideration.

Figure 1: Old Woodward Avenue & Willits Street Intersection



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www.fveng.com

PROJECT BACKGROUND

Fleis and VandenBrink previously prepared a report (dated February 2018) regarding a Leading Pedestrian Interval (LPI) program at several intersections throughout downtown Birmingham. An LPI provides pedestrians with an opportunity to enter an intersection and establish their place in the crosswalk before the vehicles in the same direction of travel are given the green indication. The benefits of an LPI are the increased visibility of pedestrians in the crosswalk, additional time for slower pedestrians, and decreased potential for conflicts between pedestrians and vehicles. While LPIs are beneficial to pedestrian safety, they also reduce the available green time for vehicles and can cause additional delay at an intersection. Based on the recommendations from the LPI study, the following LPIs are currently implemented at the Old Woodward Avenue and Willits Street intersection:

- East/West crossing: 10 second LPI
- North/South crossing: 7 second LPI

However, since the East/West crosswalk length is approximately 75 feet on the north leg, the implemented LPI only provides pedestrians enough time to travel less than halfway across the street before left-turning vehicles are permitted to enter the intersection. F&V further evaluated this intersection to develop several other alternatives that were also evaluated for consideration. The analysis for each alternative evaluated is summarized herein.

ALTERNATIVES ANALYSIS

F&V developed several potential pedestrian improvements that were evaluated for consideration. The analysis for each improvement evaluated is summarized herein.

1. BUMPOUT (NE CORNER)

A bumpout extends the line of the curb out into the traveled way, reducing the amount of street space pedestrians have to cross. This pedestrian improvement increases safety for slower pedestrians (children and the elderly) and improves pedestrian visibility to drivers; while also reducing the turning speed of vehicles, as a result of smaller curb radii.

Currently, the northeast corner of the intersection of Old Woodward Avenue & Willits Street has a painted bumpout. However, since the bumpout is painted, it does not physically reduce the crosswalk distance, in order to provide a raised, safe waiting, area for the pedestrian. Additionally, there is an existing bus stop located along Old Woodward within the painted bumpout area.

Therefore, a paved bumpout was evaluated for the northeast corner of this intersection. In order to accommodate bus operations, it is recommended to stripe an exclusive bus lane in conjunction with the proposed bumpout. This bumpout would also be expanded into the hatched-out area along the east leg of the intersection to reduce that crosswalk length. At this intersection, westbound right-turns are channelized to the north; therefore, this curb radius can be minimized, as the eastbound left-turn movement for trucks is the only turning movement that needs to be considered. A bumpout at this location may also reduce the turning speeds for eastbound left-turning vehicles, by shrinking the available pavement to complete their turning movements.

This bumpout would reduce the existing 75-foot crosswalk distance on the north leg to approximately 67 feet. The proposed design for this bumpout is shown on the attached **Figure 2**.

Key Findings

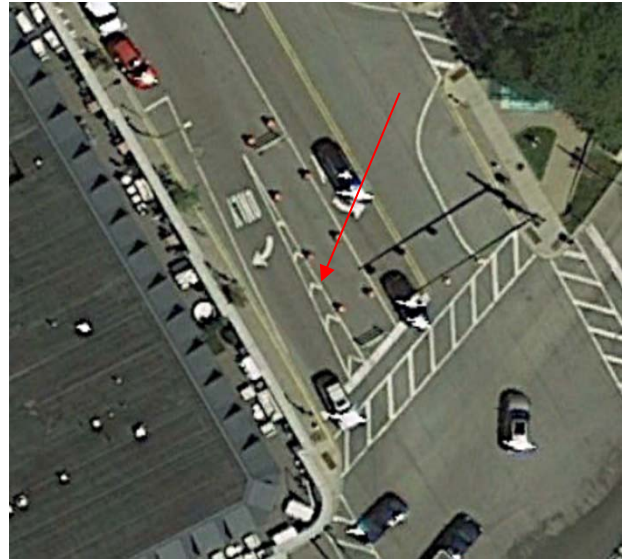
- The total crosswalk distance is reduced from 75-feet to 67-feet.
- The bumpout would also be expanded to the hatched-out portion of the east leg of the intersection, in order to reduce the total N/S crosswalk distance for the east leg.
- The striping of an exclusive bus lane should be included in conjunction with the proposed bumpout
- Structure and fire hydrant relocation should be taken into consideration when designing the bumpout.

2. BUMPOUT (NW CORNER)

On southbound Old Woodward at Willits Street there is a hatched taper that is approximately 64-ft long and 7-ft at the widest. This alternative considered the elimination of this taper and the construction of a paved bumpout on Old Woodward for the northwest corner of this intersection. A potential extension of the paved bumpout onto Willits Street was evaluated as well; however, there are significant utility conflicts on Willits Street at this intersection. Therefore, it is not recommended to extend the bumpout onto Willits Street.

In lieu of expanding the sidewalk width along the west side of Old Woodward to match the proposed bumpout, the existing lane widths may be reduced to 11-ft each; increasing the available pavement width enough to provide a few additional parking spaces.

The proposed bumpout would reduce the existing 75-foot crosswalk distance on the north leg to approximately 68 feet. The proposed design for this bumpout is shown on the attached **Figure 3**.



Key Findings

- The total crosswalk distance is reduced from 75-feet to 68-feet.
- The bumpout should be limited to Old Woodward due to significant utility conflicts at this intersection on Willits Street.
- The addition of a few parking spaces along the west side of Old Woodward could be provided by reducing the existing lane widths to 11-ft each.

3. LANE REDUCTION & BUMPOUT (NW CORNER)

This alternative considered a lane reduction for southbound Old Woodward Avenue at the intersection, in combination with a bumpout on the NW corner. The southbound Old Woodward approach with Willits Street currently provides three lanes (left-turn, through, and right-turn lanes). This alternative evaluated eliminating the southbound right-turn lane and converting the southbound through lane into a shared through/right lane. By eliminating the right-turn lane, the NW curb could be extended through the existing right-turn lane in order to reduce the existing 75-foot crosswalk distance to approximately 60 feet. The proposed design for this bumpout is shown on the attached **Figure 4**.

The primary concern with this alternative is the operational impacts of removing the exclusive right-turn movement and associated overlap phasing. An analysis was performed to determine the measure-of-effectiveness (MOE) of this alternative as compared to existing operations. The MOE summary is provided in **Table 1**. The results of the analysis show that eliminating the exclusive right-turn lane will increase both the vehicle delay (LOS) and the vehicle queueing. The network simulations indicate that eliminating the southbound right-turn lane will result in longer vehicle queues for southbound traffic; resulting in the southbound left-turn lane becoming blocked for a portion of each peak hour. Furthermore, the increased vehicle queues for the southbound traffic will reduce the number of acceptable gaps available for northbound vehicles attempting to make permissive left-turns. Additionally, with signal timing modifications necessary to accommodate the lane reduction; the eastbound left-turn movement will experience significant increases in delay and queue length.

Table 1: Lane Reduction MOE Summary

Intersection	Peak Period	Approach	Existing Conditions (Exclusive SB RT)		Proposed Conditions (Shared SB Thru/Right)		Difference	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Old Woodward Avenue & Willits Street	AM	EBL	13.7	B	23.2	C	9.5	B > C
		EBTR	22.7	C	32.3	C	9.6	-
		WBL	16.6	B	23.4	C	6.8	B > C
		WBTR	32.9	C	42.3	D	9.4	C > D
		NB	24.5	C	7.8	A	-16.7	C > A
		SB	25.6	C	43.4	D	17.8	C > D
		Overall	22.2	C	31.1	C	8.9	-
	Mid-day	EBL	23.3	C	23.7	C	0.4	-
		EBTR	48.9	D	54.0	D	5.1	-
		WBL	22.1	C	26.8	C	4.7	-
		WBTR	38.4	D	46.2	D	7.8	-
		NB	26.1	C	19.6	B	-6.5	C > B
		SB	24.2	C	38.1	D	13.9	C > D
		Overall	27.1	C	31.7	C	4.6	-
	PM	EBL	26.6	C	54.2	D	27.6	C > D
		EBTR	42.5	D	51.5	D	9.0	-
		WBL	22.6	C	24.1	C	1.5	-
		WBTR	40.8	D	44.6	D	3.8	-
		NB	23.7	C	19.7	B	-4.0	C > B
		SB	26.5	C	73.2	E	46.7	C > E
		Overall	27.9	C	49.0	D	21.1	C > D
Intersection	Peak Period	Approach	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)
Old Woodward Avenue & Willits Street	AM	EBL	78	147	106	190	28	43
		WBL	10	33	13	62	3	29
		NBTR	38	82	23	59	-15	-23
		SBT	100	194	157	299	57	105
	Mid-day	EBL	107	204	117	217	10	13
		WBL	36	79	36	75	0	-4
		NBTR	99	191	90	175	-9	-16
		SBT	144	312	187	336	43	24
	PM	EBL	162	283	263	488	101	205
		WBL	28	88	49	145	21	57
		NBTR	62	127	71	181	9	54
		SBT	125	251	211	369	86	118

Key Findings

- The total crosswalk distance will be reduced from 75-feet to approximately 60-feet.
- The vehicle delay (LOS) and vehicle queuing will increase.
 - Significant increases in delay and queuing were observed for the eastbound left-turn movement during the PM peak hour.
- The southbound right turn overlap phase will be eliminated.
- Fire hydrant relocation should be taken into consideration when designing this bumpout.

4. PROTECTED LEFT TURNS (WILLITS ST.)

One of the most common conflicts at signalized intersections is the competition between vehicles permissively turning left and pedestrians crossing during the concurrent parallel pedestrian signal phase. Drivers typically focus on opposing traffic to identify gaps for left turns and may not pay due attention to pedestrians approaching or in the parallel crosswalk. Additionally, permissive left turns at congested intersections contribute to drivers accepting smaller gaps, turning at higher speeds, and “sneaking” through the intersection during the yellow or all-red signal intervals. Protected left-turn phasing provides a green arrow for left-turning vehicles while stopping both on-coming traffic and parallel pedestrians’ crossings, therefore eliminating all potential conflict.

Currently, the intersection of Old Woodward Avenue & Willits Street provides permissive/protected phasing for E/W left-turns from Willits Street and provides permissive only phasing for the N/S left-turns from Old Woodward Avenue.

This alternative considered providing protected-only phasing for the E/W left-turn movements from Willits Street; removing the permissive phase in order to eliminate vehicle-pedestrians conflicts for the E/W pedestrian crossings. By eliminating the potential vehicle-pedestrian conflicts during the E/W crossings, there is no longer the need to provide an LPI along the E/W crossings; therefore, the allotted all-red time (10 seconds) is available for additional green time elsewhere. This additional green time within the cycle helps to minimize the impact of removing the E/W permissive phase. The primary concern with this alternative is the operational impacts of eliminating the permissive phase. An analysis was performed to determine the measure-of-effectiveness (MOE) of this alternative as compared to existing operations. The MOE summary is provided in **Table 2**. The results of the analysis shows that eliminating the permissive movement will increase the vehicle delay (LOS) at the intersection.

Table 2: Protected E/W Left-Turn MOE Summary

Intersection	Peak Period	Approach	Existing Perm/Prot		E/W Protected Only Left-turn		Difference	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Old Woodward Avenue & Willits Street	AM	EBL	13.7	B	47.0	D	33.3	B > D
		EBTR	22.7	C	15.8	B	-6.9	C > B
		WBL	16.6	B	38.7	D	22.1	B > D
		WBTR	32.9	C	25.2	C	-7.7	-
		NB	24.5	C	22.2	C	-2.3	-
		SB	25.6	C	22.2	C	-3.4	-
		Overall	22.2	C	22.9	C	0.7	-
	Mid-day	EBL	23.3	C	44.1	D	20.8	C > D
		EBTR	48.9	D	24.1	C	-24.8	D > C
		WBL	22.1	C	39.6	D	17.5	C > D
		WBTR	38.4	D	25.9	C	-12.5	D > C
		NB	26.1	C	29.5	C	3.4	-
		SB	24.2	C	24.4	C	0.2	-
		Overall	27.1	C	27.2	C	0.1	-
	PM	EBL	26.6	C	46.0	D	19.4	C > D
		EBTR	42.5	D	16.5	B	-26.0	D > B
		WBL	22.6	C	49.0	D	26.4	C > D
		WBTR	40.8	D	29.0	C	-11.8	D > C
		NB	23.7	C	31.8	C	8.1	-
		SB	26.5	C	28.2	C	1.7	-
		Overall	27.9	C	28.6	C	0.7	-

Intersection	Peak Period	Approach	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)
Old Woodward Avenue & Willits Street	AM	EBL	78	147	96	186	18	39
		WBL	10	33	11	37	1	4
		NBTR	38	82	34	75	-4	-7
		SBT	100	194	84	181	-16	-13
	Mid-day	EBL	107	204	110	192	3	-12
		WBL	36	79	40	81	4	2
		NBTR	99	191	114	200	15	9
		SBT	144	312	134	245	-10	-67
	PM	EBL	162	283	156	297	-6	14
		WBL	28	88	32	80	4	-8
		NBTR	62	127	77	148	15	21
		SBT	125	251	134	266	9	15

Key Findings

- The LPI phase for the E/W crossings will be available as additional green time for other movements, due to eliminating the potential vehicle-pedestrian conflicts along the E/W crossings.
- The vehicle delay (LOS) will increase for the E/W left turn movements; however, it will decrease for the E/W through movements.
- All potential vehicle-pedestrian conflicts will be eliminated for pedestrians crossing in the E/W directions
 - Vehicle-pedestrian conflicts will still exist for N/S crossing pedestrians
- The existing 4-section signal heads on the east and west approaches would need to be modified to provide 3-section signal heads and operate as protected only.

5. PERMISSIVE / PROTECTED LEFT-TURN (LAGGING LEFT)

Currently, the intersection of Old Woodward Avenue & Willits Street provides permissive/protected phasing for E/W left-turns from Willits Street. The permissive/protected phasing for left-turns provided has a leading protective phase for left-turns. The existing left-turn and pedestrian signal timing with the LPI is as follows.

Left Turn Signal	← Green	↵ Yellow	← Red	← Red	↵↵ Flashing Yellow			← Red
Pedestrian Signal	Don't Walk	Don't Walk	Don't Walk	Walk (LPI)	Walk	Flash Don't Walk	Don't Walk	Don't Walk

F&V observed confusion for both vehicles and pedestrian during the LPI phase (highlighted in red). Left-turning vehicles have a green arrow and vehicles are expecting the protected green to continue into a permissive (flashing yellow) left-turn. However, before the flashing left-turn movement, the LPI turns on the WALK sign for pedestrians. Vehicles are waiting in the intersection for the flashing yellow arrow, while pedestrians are waiting for the vehicle to turn or vehicles are running the red light during the all red and LPI phase. In the end, the LPI time is wasted because pedestrians are uncertain of who has the ROW and vehicles are unsure if the light will change for them to complete their movement.

This alternative looked at switching the signal phasing to eliminate the confusion currently experienced by both pedestrians and drivers. This signal phasing modification will create a smoother transition by starting the LPI phase after the north/south phase rather than in between the east/west through and left-turn phases. The proposed left-turn and pedestrian signal phasing for this alternative are summarized below.

Left Turn Signal	← Red	↵↵ Flashing Yellow	← Green	↵ Yellow	← Red
Pedestrian Signal	Walk (LPI)	Walk	Flash Don't Walk	Don't Walk	Don't Walk

Table 3: Permissive/Protected E/W Lagging Left-Turn MOE Summary

Intersection	Peak Period	Approach	Existing (Leading) Perm/Prot		Proposed (Lagging) Perm/Prot		Difference	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Old Woodward Avenue & Willits Street	AM	EBL	13.7	B	15.8	B	2.1	-
		EBTR	22.7	C	34.0	C	11.3	-
		WBL	16.6	B	21.1	C	4.5	B > C
		WBTR	32.9	C	34.4	C	1.5	-
		NB	24.5	C	22.6	C	-1.9	-
		SB	25.6	C	22.7	C	-2.9	-
		Overall	22.2	C	22.8	C	0.6	-
	Mid-day	EBL	23.3	C	22.9	C	-0.4	-
		EBTR	48.9	D	39.5	D	-9.4	-
		WBL	22.1	C	23.5	C	1.4	-
		WBTR	38.4	D	35.0	D	-3.4	-
		NB	26.1	C	25.9	C	-0.2	-
		SB	24.2	C	23.9	C	-0.3	-
		Overall	27.1	C	25.6	C	-1.5	-
	PM	EBL	26.6	C	22.2	C	-4.4	-
		EBTR	42.5	D	38.7	D	-3.8	-
		WBL	22.6	C	24.5	C	1.9	-
		WBTR	40.8	D	61.9	E	21.1	D > E
		NB	23.7	C	21.6	C	-2.1	-
		SB	26.5	C	23.9	C	-2.6	-
		Overall	27.9	C	29.0	C	1.1	-
Intersection	Peak Period	Approach	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)	Average (ft)	95th % (ft)
Old Woodward Avenue & Willits Street	AM	EBL	78	147	81	146	3	-1
		WBL	10	33	13	43	3	10
		NBTR	38	82	39	83	1	1
		SBT	100	194	98	191	-2	-3
	Mid-day	EBL	107	204	241	439	134	235
		WBL	36	79	60	133	24	54
		NBTR	99	191	89	179	-10	-12
		SBT	144	312	109	222	-35	-90
	PM	EBL	162	283	150	280	-12	-3
		WBL	28	88	30	100	2	12
		NBTR	62	127	63	126	1	-1
		SBT	125	251	130	245	5	-6

Key Findings

- This alternative would eliminate the existing pedestrian and driver confusion with the use of the LPI.
- The eastbound left-turn vehicle queues during the mid-day peak period showed a significant increase in delay and queue lengths as a result of conflicting westbound movements and only having 6 seconds of green time for the protected left-turn movements.

6. PEDESTRIAN SCRAMBLE

This pedestrian improvement restricts all vehicular movements at an intersection and provides a pedestrian only walking phase. At intersections with this type of pedestrian treatment, an "X" crosswalk through the middle of the intersection is often implemented, in addition to the four typical crossings connecting each corner. This type of treatment allows pedestrians to travel without any potential for vehicle-pedestrian conflicts; however, this is typically implemented at intersection locations in dense urban areas with high pedestrian volumes.

Table 3: Pedestrian Scramble MOE Summary

Intersection	Peak Period	Approach	Existing LPI		Pedestrian Phase		Difference	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Old Woodward Avenue & Willits Street	AM	EBL	13.7	B	25.8	C	12.1	B > C
		EBTR	22.7	C	30.7	C	8.0	-
		WBL	16.6	B	30.6	C	14.0	B > C
		WBTR	32.9	C	47.0	D	14.1	C > D
		NB	24.5	C	24.9	C	0.4	-
		SB	25.6	C	37.6	D	12.0	C > D
		Overall	22.2	C	31.6	C	9.4	-
	Mid-day	EBL	23.3	C	49.1	D	25.8	C > D
		EBTR	48.9	D	73.8	E	24.9	D > E
		WBL	22.1	C	42.3	D	20.2	C > D
		WBTR	38.4	D	57.0	E	18.6	D > E
		NB	26.1	C	63.0	E	36.9	C > E
		SB	24.2	C	44.1	D	19.9	C > D
		Overall	27.1	C	51.0	D	23.9	C > D
	PM	EBL	26.6	C	116.9	F	90.3	C > F
		EBTR	42.5	D	49.5	D	7.0	-
		WBL	22.6	C	28.3	C	5.7	-
		WBTR	40.8	D	68.1	E	27.3	D > E
		NB	23.7	C	62.2	E	38.5	C > E
		SB	26.5	C	81.8	F	55.3	C > F
		Overall	27.9	C	70.9	E	43.0	C > E
Intersection	Peak Period	Approach	Average	95th %	Average	95th %	Average	95th %
Old Woodward Avenue & Willits Street	AM	EBL	78	147	94	173	16	26
		WBL	10	33	13	63	3	30
		NBTR	38	82	61	110	23	28
		SBT	100	194	114	219	14	25
	Mid-day	EBL	107	204	138	248	31	44
		WBL	36	79	39	88	3	9
		NBTR	99	191	189	290	90	99
		SBT	144	312	236	444	92	132
	PM	EBL	162	283	179	305	17	22
		WBL	28	88	51	156	23	68
		NBTR	62	127	110	212	48	85
		SBT	125	251	245	478	120	227

Key Findings

- Pedestrian movements will be fully separated from vehicular movements.
- This treatment would require a reduction in green time for all movements; resulting in the vehicle delay (LOS) and vehicle queuing increasing along all approaches and movements.
- Since a pedestrian phase would not be required at all times, push-buttons or other pedestrian detection is recommended in order to minimize vehicle delays when pedestrians are not present.

7. ADDITIONAL SIGNAGE

The effectiveness that additional signage has on driver yielding compliance is influenced by several factors, including vehicular speed, traffic volume, and whether the driver perceives yielding as a courtesy or the law. Enhancing signage with pedestrian activated lights or flashing beacons has been shown to be more effective than those signs that flash/blink continuously. Pedestrian signage placed in advance of the crosswalk location has been shown to be effective at reducing vehicle-pedestrian conflicts.



Key Findings

- A “Left turns yield to pedestrians” sign would provide advanced warning for drivers making left-turns, ideally increasing their attention to crossing pedestrians.
- Additional signage will only be effective for those motorists who observe and obey the signage.
- Overuse of signs may breed noncompliance and disrespect.
- Visibility of signs will be of difficulty due to on-street parking.

8. COMBINATION OF IMPROVEMENTS

This alternative considered implementation of several of the alternatives together for a combined effect on the pedestrian safety and operations. This alternative includes:

- 1) Bumpout (NE Corner)
- 2) Bumpout (NW Corner)
- 4) Protected Left-turns (Willits St.)

The proposed design for the combination of improvements is shown on the attached **Figure 5**. The MOE for this alternative is the same as presented in Alternative 4 and shown in Table 2.

Key Findings

- The total crosswalk distance is reduced from 75-feet to 60-feet.
- The addition of a few parking spaces along the west side of Old Woodward could be provided by reducing the existing lane widths to 11-ft each.

SUMMARY & RECOMMENDATIONS

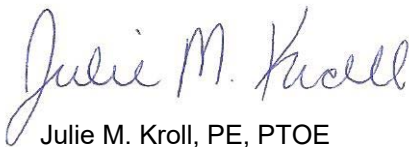
The results of the alternative analysis are summarized in Table 5. The recommended mitigation measures improve the pedestrian facilities and provide acceptable intersection operations.

Table 5: Alternative Analysis Summary

Alternative	Crosswalk Length (ft)	Safety Enhancement	Acceptable LOS	Signal Change	Recommended
1. Bumpout (NE Corner)	67	YES	YES	NO	YES
2. Bumpout (NW Corner)	68	YES	YES	NO	YES
3. Lane Reduction with Bumpout (NW Corner)	60	YES	NO	YES	NO
4. Protected Left-Turns	75 (No change)	YES	YES	YES	YES
5. Permissive/Protected Lagging Left-turns	75 (No change)	YES	NO	YES	NO
6. Pedestrian Scramble	75 (No change)	YES	NO	YES	NO
7. Signage	75 (No change)	YES	YES	NO	w/ Reservations
8. Combination of Improvements (1,2,4)	60	YES	YES	YES	YES

If you have any questions or concerns, please contact our office.

Sincerely,
FLEIS & VANDENBRINK



Julie M. Kroll, PE, PTOE
Sr. Project Manager

JJS2:maa:jmk

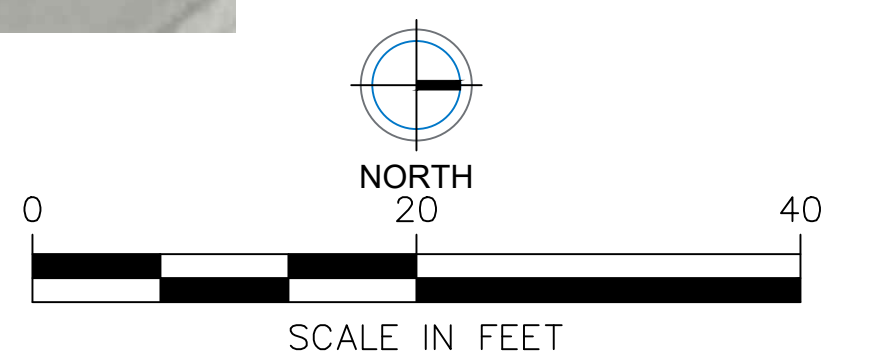
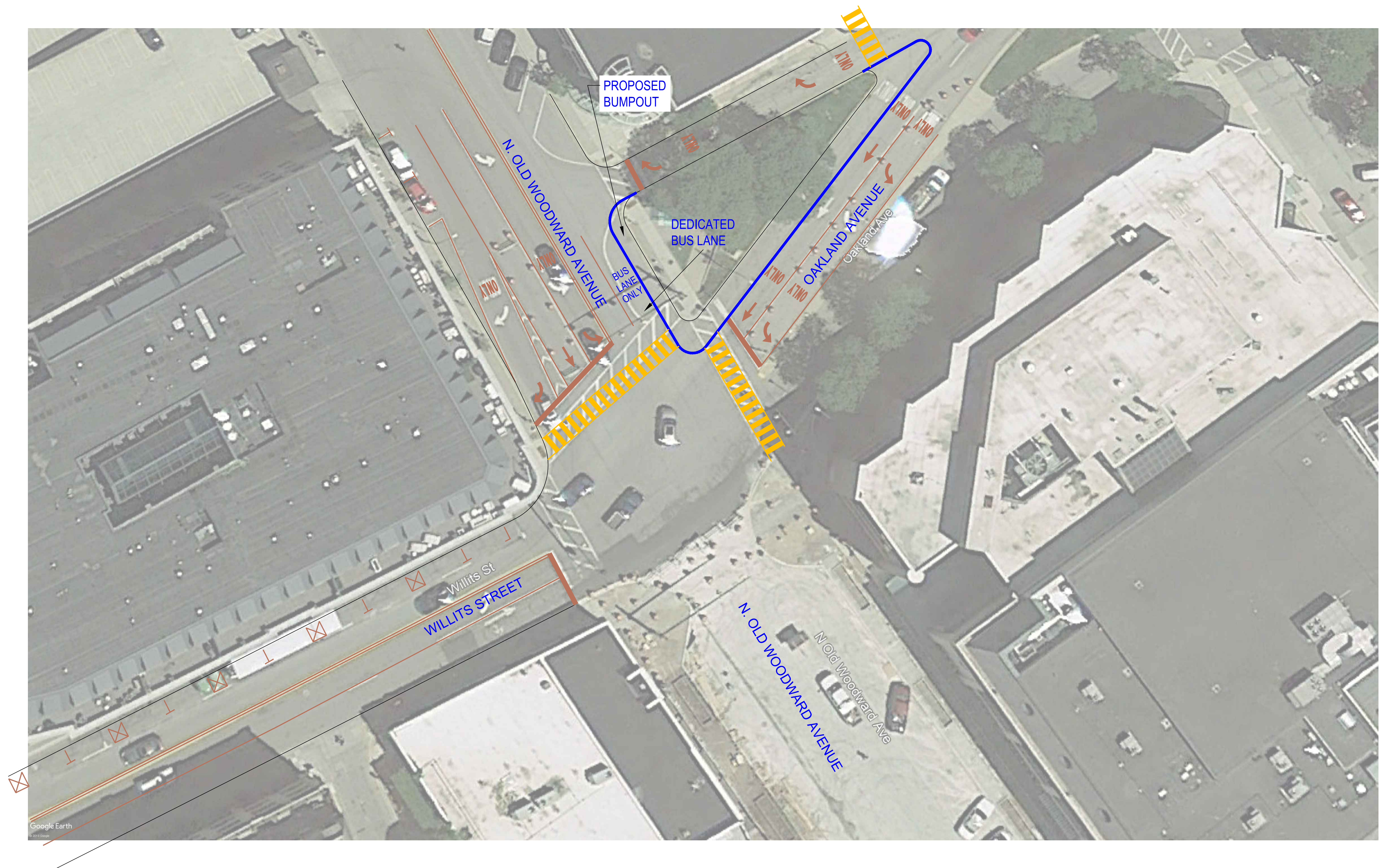


FIGURE 2
NORTHEAST CORNER BUMPOUT

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
WILLITS ST. & WOODWARD AVE.
CONCEPT PLAN

823951
F&V PROJECT NO.

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

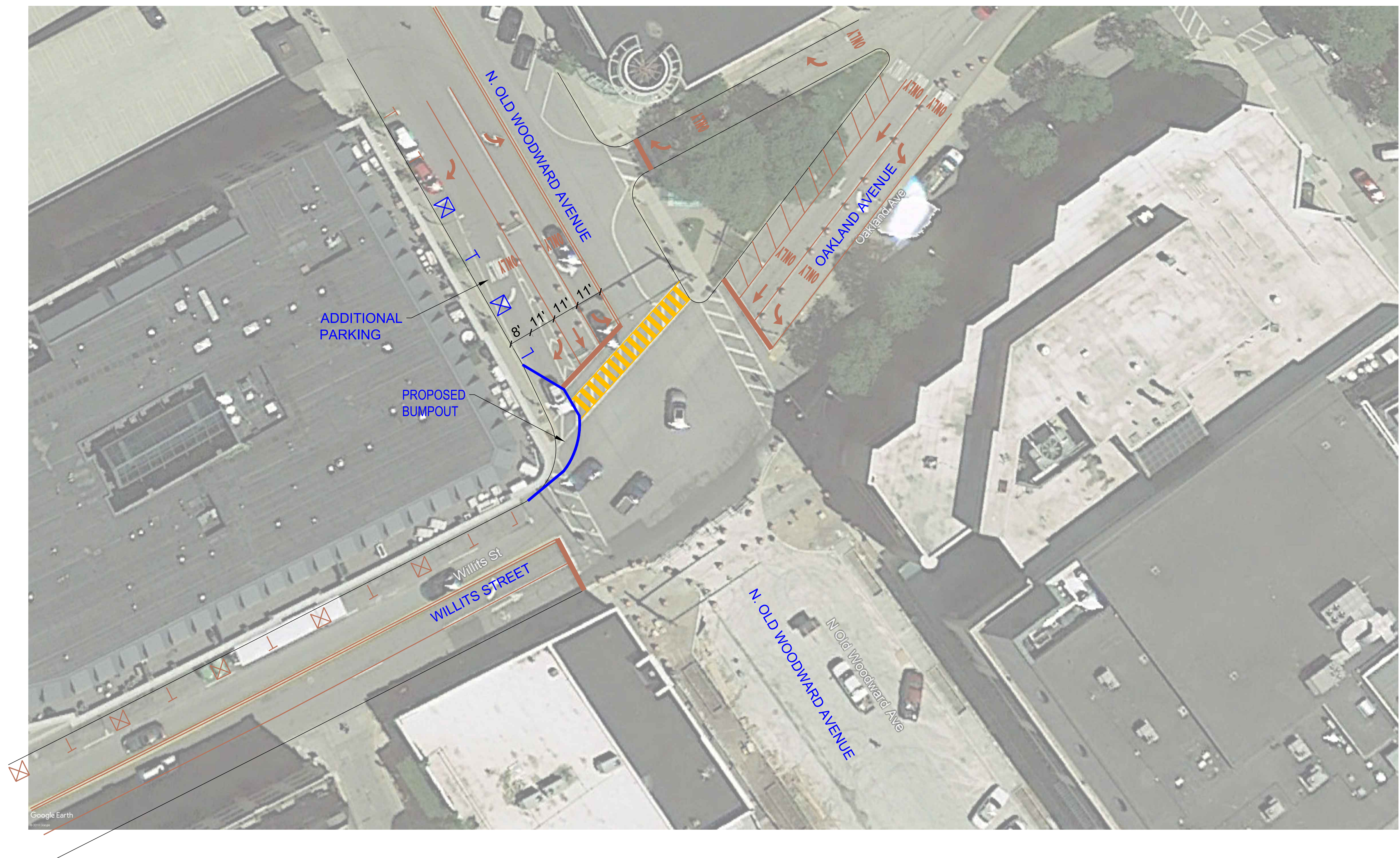
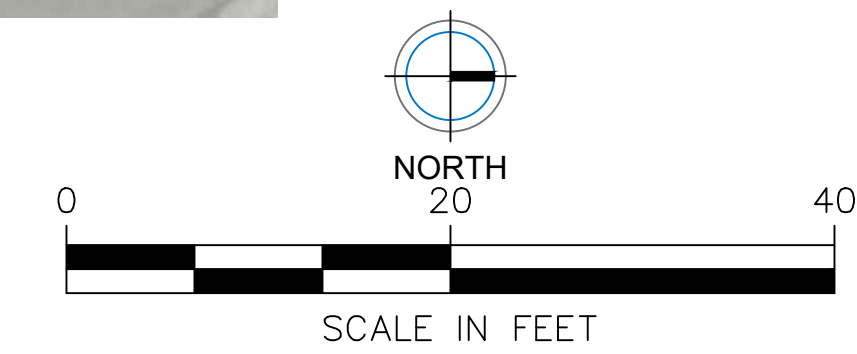


FIGURE 3
NORTHWEST CORNER BUMPOUT

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
WILLITS ST. & WOODWARD AVE.
CONCEPT PLAN



FLEIS & VANDENBRINK
DESIGN. BUILD. OPERATE.

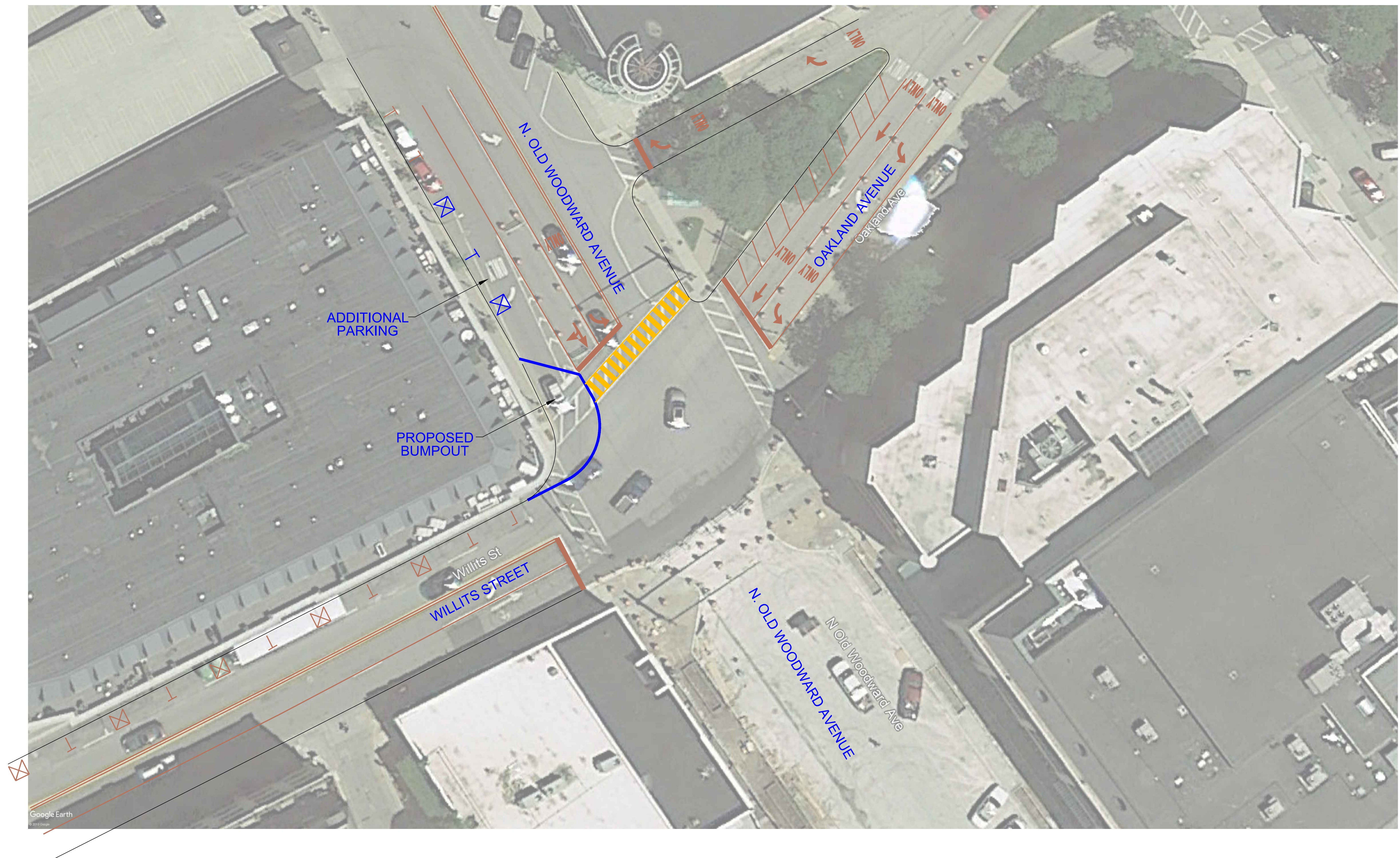
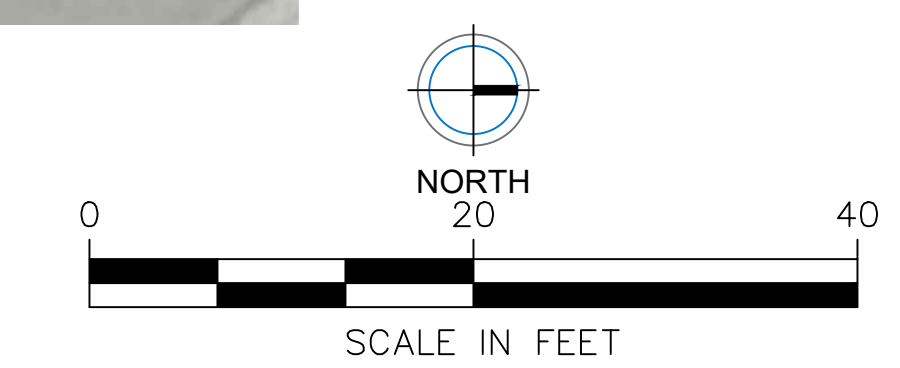
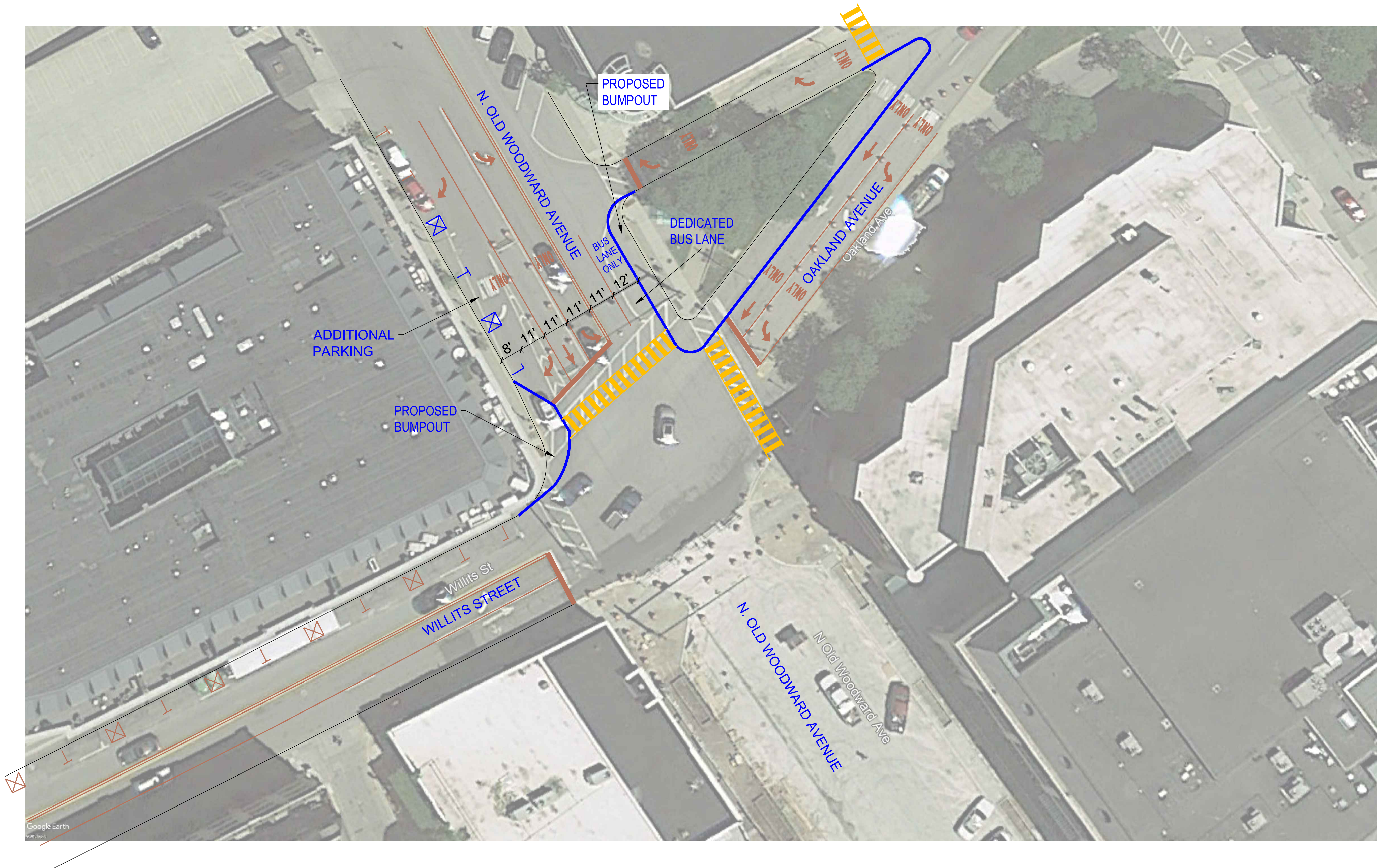


FIGURE 4
LANE REDUCTION & NW CORNER BUMPOUT

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
WILLITS ST. & WOODWARD AVE.
CONCEPT PLAN

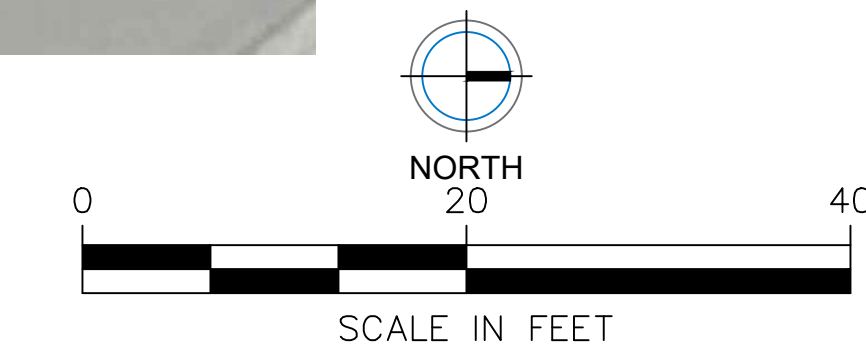


FLEIS & VANDENBRINK
 DESIGN. BUILD. OPERATE.



**FIGURE 5
COMBINED IMPROVEMENTS**

**CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
WILLITS ST. & WOODWARD AVE.
CONCEPT PLAN**



**CITY OF BIRMINGHAM MULTI-MODAL
TRANSPORTATION BOARD THURSDAY,
June 6, 2019
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, June 6, 2019.

Vice-Chairperson Lara Edwards convened the meeting at 6:03 p.m.

1. ROLL CALL

Present: Vice-Chairperson Lara Edwards; Board Members Amy Folberg, Katie Schafer (arrived at 6:09 p.m.), Doug White; Alternate Board Member Daniel Isaksen; Student Representatives Chris Capone, Bennett Pompei

Absent: Chairperson Johanna Slanga; Board Members Daniel Rontal, Joe Zane

Administration: Jana Ecker, Planning Director
Scott Grewe, Police Commander
Paul O'Meara, City Engineer
Austin Fletcher, Assistant City Engineer
Laura Eichenhorn, Transcriptionist

Fleis & Vanderbrink ("F&V"):
Julie Kroll

2. Introductions (none)

3. Review Agenda

Maple Road and Southfield Pedestrian Improvements was heard before Willits / Oakland and N. Old Woodward – Pedestrian Improvements.

4. Approval of MMTB Minutes of May 2, 2019

Austin Fletcher was present at the May 2, 2019 meeting and requested the minutes be updated to reflect his attendance.

Motion by Mr. White

Seconded by Mr. Isaksen to approve the MMTB Minutes of May 2, 2019 as presented.

Motion carried, 4-0.

VOICE VOTE

Yeas: White, Isaksen, Edwards, Folberg

Nays: None

5. Smith and Cummings Stop Sign Request

Police Commander Scott Grewe presented the item.

Mr. Isaksen said the problem with the intersection is that there is a two-way stop at the intersection of two streets of similar character. He suggested that given the similar character of the streets, it is not always clear to a driver whether it is a two-way or four-way intersection. In those cases, a driver may think it is a four-way stop, and that may be what causes the accidents because the driver does not know to yield the right of way.

Mr. Isaksen suggested some possible remedies to the situation:

- The stop signs at the intersection could have "Cross Traffic Does Not Stop" added to the signage.
- The stop signs could be converted to yield signs, which could reduce the confusion regarding whether the intersection is a two-way or four-way stop.

Police Commander Grewe explained that the accident data from the last ten years of the intersection showed two accidents, both of which resulted from failure to yield.

Ms. Folberg said she drove around the intersection and noted that it was slightly challenging to see oncoming traffic due to the density of cars parked on the street. Acknowledging the infrequency of accidents at the intersection, Ms. Folberg said Mr. Long's assertion that there are many near misses still seemed plausible to her after viewing the conditions. As a result, Ms. Folberg said she would not be opposed to making the intersection a four-way stop. Opining that Mr. Isaksen's suggestion to convert the stop signs to yield signs could also be useful, Ms. Folberg stated that it would be prudent for the MMTB to recommend the intersection experience some change given the level of confusion the current signage seems to cause.

Planning Director Ecker said the "Cross Traffic Does Not Stop" suggestion could address the issue, given that similar signage has resulted in clearer intersections elsewhere in the City.

Vice-Chairperson Edwards said her thoughts aligned with Mr. Isaksen's, and asked if it would be necessary to study whether yield signs were warranted.

Police Commander Grewe cautioned the Board that replacing the stop signs with yield signs may be perceived as reducing the level of traffic control at the intersection, which would likely not be well-received by the residents.

Ms. Folberg said "Cross Traffic Does Not Stop" would add the necessary clarity to the intersection.

Motion Mr. Isaksen

Second Ms. Folberg to install "Cross Traffic Does Not Stop" signs on the stop signs at the intersection of Smith and Cummings.

City Engineer O'Meara stated that when he sees signage like "Cross Traffic Does Not Stop", it often seems to indicate that there is something unique about the intersection. He asked Police Commander Grewe whether that is a correct interpretation for this intersection.

Police Commander Grewe said he was unsure about the specific implications of the signage, and asked Ms. Kroll whether she knew.

Ms. Kroll stated she would need to consult the MUTCD for a clearer answer.

Mr. Isaksen stated that he looked at the MUTCD for the signage, and that the signage was recommended when it could improve the functioning of the intersection. He explained that signage indicating the intersection was a two-way stop had fallen out of favor, even though signage indicating a four-way stop is often recommended. Because of this, Mr. Isaksen said "Cross Traffic Does Not Stop" remained the best solution.

City Engineer O'Meara restated his comments that signage like "Cross Traffic Does Not Stop" often seems to indicate a particularly unique intersection.

Ms. Folberg said the intersection is sufficiently unclear as to merit the specification that cross traffic does not stop.

Mr. Isaksen read from the MUTCD, quoting that "the placard may be used in combination with a stop sign when conditions are present that are causing or could cause drivers to misinterpret the intersection as an all-way stop." He said that description seems to be exactly the case at the Smith and Cummings intersection.

Vice-Chairperson Edwards called for a vote on the motion.

Motion carried, 5-0.

VOICE VOTE

Yeas: Isaksen, Folberg, White, Edwards, Schafer

Nays: None

6. Maple Road and Southfield Pedestrian Improvements

City Engineer Paul O'Meara presented the item.

Mr. Isaksen said he was comfortable with both suggestions for pedestrian improvements, stating that leading pedestrian intervals (LPIs) seem to be effective elsewhere in the City.

Ms. Folberg asked if there would be a way for the signage to light up when a pedestrian was in the crosswalk.

Staff explained that since this signage would be a temporary measure, the expenditure of installing an illuminated sign would not be the best course of action.

Ms. Folberg said she was unsure if this measure would benefit pedestrian safety.

City Engineer O'Meara told the Board the measure would last until Spring 2020, or less than a year.

Vice-Chairperson Edwards said she thought LPIs were very effective because it allows a driver to view a pedestrian in a crosswalk before the vehicle begins to enter the intersection. She asked whether a four-second LPI would be sufficient.

City Engineer O'Meara said a four-second LPI prevents the level of service of the intersection from being negatively impacted.

Motion by Dr. Schafer

Second by Ms. Folberg to recommend to the City Commission the following improvements at the Maple Rd. and Southfield Rd. intersection, as an interim measure to improve pedestrian safety prior to the reconstruction of the intersection in 2020:

1. Modification of the traffic signal timing to add a 4 second LPI for those using the north/south crosswalk located on the east leg of the intersection.

2. Installation of an R10-15(R) sign stating TURNING VEHICLES YIELD TO PEDS sign for the northbound right turn lane.

Motion carried, 5-0.

VOICE VOTE

Yeas: Schafer, Folberg, Isaksen, White, Edwards

Nays: None

7. Willits / Oakland and N. Old Woodward – Pedestrian Improvements

Ms. Kroll presented an overview of the item.

City Engineer O'Meara added the recommendation had the extraneous benefit of adding more parking in front of Fleming's Steakhouse.

Motion by Mr. Isaksen

Second by Ms. Folberg to recommend approval of Alternative 8 – Combination of Improvements (1, 2, and 4) as depicted in F & V's report dated May 22, 2019: to add bumpouts at both the NE and NW corners of the Old Woodward and Willits/ Oakland intersection (after the completion of the Maple Road reconstruction project) and provide protected-only phasing for the E/W left-turn movements from Willits.

Motion carried, 5-0.

VOICE VOTE

Yeas: Isaksen, Folberg, Schafer, White, Edwards

Nays: None

8. Meeting Open to the Public for items not on the Agenda (none)

9. Miscellaneous Communications

Dr. Schafer said she was pleased to see the painting on Eton that the MMTB had previously advocated for.

10. Next Meeting – July 11, 2019

Due to possible low attendance, the Board said it would determine whether the July 2019 meeting would be held closer to the date.

11. Adjournment

No further business being evident, the board members adjourned at 6:33 p.m.

Jana Ecker, Planning Director

Paul O'Meara, City Engineer

APPROVED

MEMORANDUM

Engineering Dept.
Planning Dept.
Police Dept.

DATE: September 12, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director
Scott Grewe, Police Commander
Paul O'Meara, City Engineer

SUBJECT: Old Woodward Ave. & Willits St. Intersection
Multi-Modal Transportation Board Review

INTRODUCTION:

The Old Woodward Ave. & Willits St. intersection was last reconstructed in 2007 as a part of the N. Old Woodward Ave. reconstruction project. More recently, the south leg of the intersection was modified last year as a part of the 2018 Old Woodward Ave. reconstruction project. The City Commission has raised concerns about the poor pedestrian environment for some aspects of this intersection, and requested that it be studied by the Multi-Modal Transportation Board (MMTB) for possible improvements.

BACKGROUND:

Staff requested the City's traffic engineering consultant to review the existing conditions, and then make recommendations for improvements. F&V prepared a draft report that was summarized by staff, and presented at the May 2, 2019 MMTB meeting. The main focus of the discussion was the crosswalk that extends across N. Old Woodward Ave. on the north leg of the intersection. Not only is the crosswalk very long at 75 ft., the traffic signal phasing encourages left turns from eastbound Willits St. on to N. Old Woodward Ave. at the same time that pedestrians have the right-of-way, which leaves pedestrians feeling vulnerable. After input from the Board, it was clear that some of the recommendations needed further study, and that this topic should be returned to the Board at a later date.

At the MMTB meeting of June 6, 2019, a more thorough report was presented by F&V. After discussion, the MMTB passed the following motion:

To recommend to the City Commission a combination of three improvements as depicted in F&V's report dated May 31, 2019:

- To add bumpouts at both the NE and NW corners of the Old Woodward and Willits St./Oakland Blvd. intersection (after completion of the Maple Rd. reconstruction project), and
- To provide protected-only phasing for the east/west left turn movements from Willits St. and Oakland Blvd.

The recommendations are explained in further detail below:

1. Bumpouts at the Northwest and Northeast corners of the intersection:

Referring to Figure 5 in the F&V report from May 31, 2019 (attached), the suggested conceptual plan for bumpouts at the northwest and northeast corners has the following features:

- a. The left turn and through lanes for southbound Old Woodward Ave. traffic are left in their current configuration. The right turn lane has been moved east so that it is adjacent to the through lane, removing the extra pavement between that currently exists. Moving this lane provides extra space for an 8 ft. bumpout at the northwest corner. Doing so not only reduces the crosswalk length, it also opens the opportunity for an additional three metered parking spaces in front of 325 N. Old Woodward Ave.
- b. At the northeast corner, the City has installed a bus shelter and landscaped urban park area. In order for the bus stop to function without disrupting the intersection operation, the extra street pavement in this area has been left open and available for busses. However, it is much wider than it needs to be. By reducing the bus lane to the minimum necessary (10 ft.), the crosswalk can be reduced another 12 ft. at the northeast corner. (Figure 5 indicates a 12 ft. wide bus lane, but we are proposing that this be constructed at 10 ft. wide, allowing the bumpout to extend another two feet into the street.)
- c. As long as bumpout improvements are being considered at this island, the third westbound lane on Oakland Blvd. that is no longer being used could also be removed, providing more green space and an enlarged island, as shown. Doing so would also reduce the length of the crosswalk for the east leg of the intersection (crossing Oakland Blvd.).

If changes are implemented at both corners, this crosswalk could be reduced in length from 75 ft. to about 55 ft. Clearly, bumpouts at this intersection would improve the pedestrian experience. However, as was explained to the MMTB, Willits St. and Oakland Blvd. will be used as the detour route for westbound Maple Rd. in 2020 when that street is closed for reconstruction. Constructing bumpouts in this area would conflict with the use of this area while it is needed for traffic management in 2020. Further, all of Oakland Blvd. from Old Woodward Ave. to Woodward Ave. is in need of pavement repairs and other multi-modal improvements that have been identified in the Multi-Modal Master Plan. With that in mind, while these improvements are desirable, it is recommended that they be postponed until 2021, thereby allowing the Maple Rd. reconstruction project to be finished.

2. Protected Left Turns from Willits St.

While it would be difficult to implement the bumpout recommendations at this time, the traffic signal changes that are also being recommended can be implemented much sooner.

As described as Option #4 in the F&V memo dated May 31, 2019, the left turn phases for Willits St. and Oakland Blvd. traffic turning left on to Old Woodward Ave. currently have "protected" and "permissive" phases. During the protected phase, drivers are given a solid green arrow to turn, during which time pedestrians are given a "DON'T WALK" red signal. Later in the same cycle, left turn drivers are given a permissive phase. The traffic signal has a flashing yellow left arrow, indicating that drivers can proceed to make their

left turn if cross traffic is clear. However, during this time, pedestrians are also given the white signal to proceed across the street. Given the length of the north leg crosswalk, this is problematic.

F&V has recommended that the permissive phase for left turns be removed from the cycle, and extending the protected left turn phase timing accordingly. The timing adjustment would reduce the current uncertainty pedestrians feel when using this crossing. The removal of the permissive left turn phase without other adjustments would reduce the Level of Service for eastbound traffic to an unacceptable level. With that in mind, the protected left turn phase time must be increased. F&V is recommending removal of the previously implemented LPI (Leading Pedestrian Interval) for this crosswalk in order to achieve the proper balance in the timing cycle. Given the removal of the permissive left turns, this is considered a reasonable compromise.

LEGAL REVIEW:

No legal review is needed at this time.

FISCAL IMPACT:

Implementing the traffic signal changes recommended above would require removal and replacement of the two left turn signals with new three-head signals that would operate the protected left turn phase for Willits St. and Oakland Blvd. traffic. F&V estimates that these changes would cost approximately \$17,000, which was not provided for in the current budget. The City could hire the Road Commission for Oakland Co. to make these relatively simple changes, through an appropriation to the Major Street Fund.

The cost estimates for the bumpout recommendations provided have not been thoroughly reviewed at this time. We recommend a complete analysis of the Oakland Blvd. corridor at a later date with the assistance of the MMTB, and then making recommendations in conjunction with the planned Oakland Blvd. resurfacing project currently budgeted for the 2021 construction season.

SUMMARY

It is recommended that the City Commission approve the recommendation of the Multi-Modal Transportation Board traffic signal changes for the N. Old Woodward Ave. & Willits St./Oakland Blvd. intersection, to remove the permissive left turn phase for eastbound and westbound traffic. Once a proposal has been received from the Road Commission for Oakland Co., approval of a budget appropriation will be requested.

ATTACHMENTS:

- Cover memo to the MMTB for the May 2, 2019 meeting.
- Detailed accompanying report from F&V dated January 26, 2019.
- Approved minutes of the MMTB meeting of May 2, 2019.
- Cover memo to the MMTB for the June 6, 2019 meeting.
- Detailed accompanying report from F&V dated May 31, 2019.
- Draft minutes of the MMTB meeting of June 6, 2019 meeting.

SUGGESTED RESOLUTION:

To accept the recommendation of the Multi-Modal Transportation Board for traffic signal changes at the N. Old Woodward Ave. & Willits St./Oakland Blvd. intersection, to remove the permissive left turn phase for eastbound and westbound traffic and extending the protected left turn phase timing accordingly.

BIRMINGHAM CITY COMMISSION MINUTES
SEPTEMBER 23, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

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

ABSENT: None

Administration: City Manager Valentine, City Attorney Currier, Assistant City Manager Gunter, Acting City Clerk Arft, Human Resource Manager Myers, City Engineer O'Meara, City Planner Ecker, Assistant Engineer Fletcher, DPS Director Wood, DPS Manager Filipski, Police Chief Clemence, Finance Director Gerber, Deputy Treasurer Klobucar

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

09-221-19 ANNOUNCEMENTS

- Commissioner Sherman's birthday was withdrawn. His birthday is on October 3rd and will be observed at the regular meeting of the City Commission on October 7, 2019.
- State Senator Mallory McMorrow addressed the City Commission and all attendees of this meeting with updates from her office.
 - The state budget had not been passed as of this meeting.
 - The School Aide Fund K-12 budget was passed last week, which was split along party lines in the house. Wherein the senate, all of the senate democrats voted no on the school aide fund budget along with one republican. Studies have been commissioned by the state to show what is needed for education funding; and while the budget did show improvement, it did not include enough to include education for all students.
 - Adequate funding for the implementation of the Lead and Copper Rule is a priority for this office.

- She noted that she serves on the following committees: Energy and Technology, Minority Vice Chair for Economic Development and Small Business, and Retention of people of the State.
- Coffee hours and public constituent hours are held biweekly; dates and times are posted on the Senator's website.
- There is a Senior Listening Tour scheduled to address senior's concerns.
- The office of the Senator is also organizing town halls in the near future to address the important issues of the constituency.
- Mayor Bordman asked about revenue sharing and the State's attempts to pull back on local control. Senator McMorow expressed that the governor had been very vocal about the federal mandates that decreased revenue sharing to municipalities. She went on to say that whether or not you felt strongly about the Governor's \$.45 gas tax to support road restoration, it raised the necessary revenue of \$2.5B annually to allow increases in education funding and lock off the school aide fund from being robbed with other budget holes. It also increased revenue sharing to a step in the right direction. It is the mind set that funds need to be returned to local communities and local schools. If affluent communities are struggling due to decreases in revenue sharing, then less affluent communities are struggling as well. She asked that communities help her office in becoming a loud voice. Senator McMorow is advocating to give full local control back to municipalities because there are a lot of issues that should not be managed on the State level.

09-222-19 APPOINTMENT TO THE MUSEUM BOARD

Patrick J. Hughes, City Manager Valentine's appointment to the Museum Board, was interviewed by the Commission for confirmation.

MOTION: Motion by Commissioner Harris:

To confirm the City Manager's appointment of Patrick J. Hughes to the Museum Board as a Business Owner member for a three-year term to expire July 5, 2022.

VOTE: Ayes, 7
 Nays, 0

09-223-19 APPOINTMENT TO THE ADVISORY PARKING COMMITTEE

Gayle Champagne (resident shopper) and Judith Paskiewicz (resident) were interviewed for appointment to the Advisory Parking Committee.

Commissioner Hoff noted that this is an important board; and suggested that Ms. Paskiewicz serve as a business member as opposed to a resident member due to her business interest in Birmingham.

Mayor Bordman suggested that Commission postpone Ms. Paskiewicz's appointment until the next regular meeting of the City Commission and told her that she would not have to come back for an interview.

MOTION: Motion by Commissioner DeWeese:

To appoint Gayle Champagne 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.

VOTE: Ayes, 7
 Nays, 0

Acting City Clerk Arft swore in the appointees into office.

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.

09-224-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the consent agenda:

Commissioner Hoff: Item D - Resolution approving funding in the amount of \$3,587.00 for the removal of the bus shelter near the northeast corner of Woodward and 14 Mile Road, and the relocation and installation of this bus shelter to the northwest corner of the intersection of Woodward and 14 Mile Road, on the north side of 14 Mile Road;

AND

Resolution approving funding in the amount of \$17,500.00 for site preparation and sidewalk installation at the transit stop on 14 Mile west of Woodward, and for site preparation, sidewalk installation and construction of a retaining wall at the transit stop on E. Maple west of Coolidge;

AND

Resolution approving funding in the amount of \$23,290.00 for the purchase and installation of a new bus shelter at the existing SMART bus stop on the north side of E. Maple just west of Coolidge Highway;

AND

Resolution approving the appropriations and amendment to the 2019-2020 General Fund and Capital Projects Fund budgets.

Item E - Resolution approving the contract change amount with WCI Contractors, Inc. in the amount not to exceed \$9,426.00, 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.

City Manager Valentine: Item E - WCI Contractors' Contract Change

MOTION: Motion by Commissioner Sherman, supported by Commissioner Nickita:
To approve the Consent Agenda, excluding Items D and E, which were pulled from consent.

ROLL CALL VOTE: Ayes: Mayor Bordman

Mayor Pro tem Boutros
Commissioner DeWeese
Commissioner Harris
Commissioner Hoff
Commissioner Nickita
Commissioner Sherman

Nays: None

- A. Resolution approving the Regular City Commission meeting minutes of September 16, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated September 18, 2019 in the amount of \$1,634,175.38.
- C. Resolution authorizing the City Manager to cast a vote, on the City's behalf, for the incumbent member of the Michigan Municipal League Liability and Property Pool Board of Directors for three-year term, beginning January 1, 2020.
- F. Resolution confirming the City Manager's authorization for an emergency expenditure pursuant to Sec. 2-286 of the City Code in the amount of \$8,469.84 at the Chester Street parking garage to meet fire safety inspection requirement to be paid by account #585-538.008-977.0000

09-225-19 (ITEM D) PURCHASE AND INSTALLATION OF FAST BUS SHELTER

Commissioner Hoff asked when will the FAST shelters be installed, and are there only two. Ms. Ecker expressed that the shelters will be installed as soon as possible. There is a six week lead time on material, but the goal is to have the shelter installed by the time the weather changes. There is only one proposed to be installed at this time is located at Woodward and 14 Mile Rd.

Mayor Bordman noted that the bus system have significantly improved by FAST bus service. She sought to encourage everyone to use alternative transportation to reduce the number of cars in use.

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

To approve the resolution for funding in the amount of \$3,587.00 for the removal of the bus shelter near the northeast corner of Woodward and 14 Mile Road, and the relocation and installation of this bus shelter to the northwest corner of the intersection of Woodward and 14 Mile Road, on the northside of 14 Mile Road;

AND

To approve the resolution for funding in the amount of \$17,500.00 for site preparation and sidewalk installation at the transit stop on 14 Mile west of Woodward, and for site preparation, sidewalk installation and construction of a retaining wall at the transit stop on E. Maple west of Coolidge;

AND

To approve the resolution for funding in the amount of \$23,290.00 for the purchase and installation of a new bus shelter at the existing SMART bus stop on the north side of E. Maple just west of Coolidge Highway;

AND

Approving the Resolution for the appropriations and amendment to the 2019-2020 General Fund and Capital Projects Fund budgets.

VOTE: Ayes, 7
 Nays, 0

09-226-19 (ITEM E) KENNING PARK BALL FIELD CHANGE ORDER

Ms. Wood presented a corrected suggested resolution.

Commissioner Hoff asked who would be paying for the scoreboards, and why would sod be installed as opposed to seeding.

Ms. Wood explained that the cost of the scoreboards, as specified, were included in the initial contract. She also explained that sodding as opposed to seeding was less labor intensive; therefore reducing the cost. While there was no added cost to the infield improvements, the outfield is a lot larger. The modification resulted in a net increase of \$16,130.00.

Mayor Bordman asked Ms. Wood to elaborate on the effect of seeding vs. sod for the DPS crews during spring in preparation for field use. Ms. Wood explained why sod was a better value for the product.

MOTION: Motion by Commissioner Hoff, and supported by Commissioner Harris (Board Member of the BLL, a 3rd party beneficiary to this contract):

To approve the contract change amount with WCI Contractors, Inc. in the amount not to exceed \$20,702.00, to be funded from account 401-751.001-981.0100. The new contract amount is \$757,702.00. 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>\$20,702.00</u>
Total Revenue		\$20,702.00

Expenditures:

101-999.000-999.4010	Transfers Out – Capital Projects Fund	<u>\$20,702.00</u>
Total Expenditures		\$20,702.00

Capital Projects Fund

Revenues:

401-751.001-699.0101	Transfer In – General Fund	<u>\$20,702.00</u>
Total Revenue		\$20,702.00

Expenditures:

401-751.001-981.0100	Public Improvements	<u>\$20,702.00</u>
Total Expenditures		\$20,702.00

VOTE: Ayes, 7
 Nays, 0

V. UNFINISHED BUSINESS

09-227-19

MAPLE ROAD STREETSCAPE DESIGN REFINEMENTS

Brad Straiter, MKSK Consultant, presented this item.

- Commissioner Hoff asked what will be in the space next to the pedestrian crosswalk. Mr. Straiter expressed that a raised platform would be in that space.
- Mayor Bordman expressed that the intersection is very difficult for pedestrians, and believes the raised platform would make it more difficult for pedestrians.
- Commissioner Nickita asked if the rhythm of the trees would be maintained and tree locations North and South would align. Mr. Straiter confirmed that it would in both cases.
- Commissioner DeWeese expressed that the barrier free change is an improvement.
- Commissioner Harris was assured that the standard at the Baptist church would be maintained.
- Mayor Pro Tem Boutros asked if the new ADA requirements are "a must" and would that mean losing parking spaces. He was advised that the new ADA suggestion would not reduce spaces or affect the walkability zone.
- Pierce & Maple would improve pedestrian visibility and provide scooter or bike parking.
- Commissioner Nickita noted that at the edge of Phase I and II of the project, the new trees that are in planter boxes are not aligned. He wanted to see them aligned.
- Mayor Pro Tem Boutros agreed with Commissioner Nickita.
- New Mid-block Pedestrian Crossing refinements would maintain tree alignment.
- Peabody/Woodward-MDOT agreed to go down to 10 foot lanes; sidewalk to about 13 ft
- Commissioner Hoff asked if vehicles would be able to go across Maple from Peabody to Park; Park would be 2 ways. Initially there were 72 parking spaces in the area to be improved; the current proposal appears to reduce parking to 54 spaces from 72.
- Director O'Meara verified that there would only be a loss of 6 spaces from 72.
- Commissioner Nickita would like to change the sidewalk to align the access points to the path. He would like to further make suggestions on the landscape issues and the Commission's intention to align the trees down Maple. He would like to emphasize the entrance to Peabody and Park going west, by doing something different.
- Mayor Bordman asked that while entertaining something different, keep in mind that a native species would be favored.
- Commissioner DeWeese asked if the refinement would include giving drivers greater visibility.

MOTION: Motion by Mayor Pro Tem Boutros and supported by Commissioner DeWeese: To endorse the Maple Road Streetscape design refinements implemented by the design team as presented with the following revisions:

- Align existing trees and revise the planter enclosures to match the proposed Maple St. trees and planters.
- Alignment of the crosswalk at the NW corner of Park and Maple with the sidewalk on N. Maple.
- Designate an alternative native species of tree in the three (3) planters on Maple between Peabody and Woodward to be differentiated from the trees west of Park and Peabody

VOTE: Ayes, 7
 Nays, 0

VI. NEW BUSINESS

09-228-19

PUBLIC HEARING OF CONFIRMATION FOR THE LAKEVIEW AVENUE PAVING SPECIAL ASSESSMENT DISTRICT.

Mayor Bordman opened the Public Hearing at 8:38 P.M.

Deputy Treasurer Klobucar presented this item.

- Mayor Bordman noted that the interest rate went down ¼ pt from 6.25% to 6%.
- Commissioner DeWeese asked does the assessment take place once this project is approved. Construction starts first, and then cost would be assessed when the City receives final cost of construction. The project has an estimated start at the end of 2020. The ~~Commission~~ Commissioner¹ went further to say that he has heard from people who live on Lakeview and wanted concrete curbs and asphalt surfaces. They would like to have more input on material and flexibility on what they are willing to pay.
- City Manager Joe Valentine expressed with regard to final cost, the Commission is being asked to approve the estimated costs of the project; and the actual costs will be based on actual construction. Right now, the policy stipulates concrete for any new street constructed within the city limits. As the ad hoc unimproved study committee looks at that policy, going forward, it could change in spring of next year. If changes were implemented, it would apply to Lakeview Avenue when it is improved.
- Mayor Bordman wanted to discuss a communication from a resident regarding some homeowners who are planning to put their homes on the market; could their liens be delayed until the house is sold.
- City Attorney Currier replied that the answer is no the lien cannot be delayed. Once the roll is confirmed, the lien is attached for the amount because it has to go across the board for everyone that is involved in the Special Assessment District. He went on to say that, the lien would be a private matter between the buyer and seller in the instances of real estate transactions.
- There were no comments from the public.

Mayor Bordman closed the Public Hearing at 8:46 P.M.

MOTION: Motion by Commissioner Hoff and supported by Mayor Pro Tem Boutros:

To approve the resolution ratifying and confirming the Special Assessment Roll No. 893 to defray the cost of construction for Lakeview Avenue Paving, and directing the City Clerk to endorse said roll, showing the date of confirmation and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement; and further, special assessments shall be payable in ten (10) payments as provided in Section 94-10 of the City Code with an annual interest rate of six percent (6%) on all unpaid installments.

WHEREAS, Special Assessment Roll, designated Roll No. 893, has been heretofore prepared for collection,

AND

¹ As corrected on October 7, 2019.

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed,

AND

WHEREAS, the Commission has deemed it practicable.

VOTE: Ayes, 7
 Nays, 0

**09-229-19 RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE
MULTI-MODAL TRANSPORTATION BOARD.**

Engineering Director Paul O'Meara presented this item.

- Changes to Cranbrook Road, which is in disrepair from Maple to 14 Mile Road.
- Cranbrook Rd is a County road and it is the County's responsibility to maintain it.
- The County does not have sufficient funds for the repair and have asked Birmingham to assume some responsibility for the repair.
- It runs along the school and Birmingham has agreed to participate in the repair.
- Birmingham's share of the project has already been budgeted.
- The following recommendations resulted from the Master Plan Meetings.
 - The section from Maple to Lincoln to be converted from 4 lanes to 3 lanes.
 - 3 - 11 ft. lanes and a bike lane
 - Township is building a sidewalk
 - Crossing island at Midvale
 - Crosswalk N. of Seaholm
 - Opportunity to bring federal program (TAP Grant)
- Mayor Pro Tem Boutros asked what is the amount that Bloomfield Township committed to contributing to the project. Mr. O'Meara replied that they are funding 100% of the sidewalk and a \$400,000 of the resurfacing cost of the road.
- Commissioner DeWeese questioned if the pedestrian crosswalk accommodates bike crossing. Mr. O'Meara confirmed that it is not recommended.
- Commissioner Sherman asked what happens if the TAP grant does not materialize and would the City still be able to put in a bike lane. Mr. O'Meara expressed that it had not been addressed because in the current conditions, there would only be a bike lane in one direction and may be confusing to the public.
- Commissioner Nickita asked if the City is intending to have a standard crosswalk there. Mr. O'Meara replied that they are envisioning using the same design used on Maple Road.
- Mayor Bordman asked if the \$912,062.13 all Birmingham or would there be additional money applied to this road from Oakland County and Bloomfield Township. Mr. O'Meara expressed that it is actually a \$1,600,000 cost for the road resurfacing project; being split 50% with Oakland County, 25% Bloomfield Township, and 25% Birmingham. In addition, \$912,062.13 is the Multi-Modal project for the sidewalks and bike lanes. Assuming the TAP grant is approved, the net cost to the City is \$182,000, which would be raised from special assessments.
- Commissioner Hoff noted that the City has been very wise in banking the tri-party road-funding program, allowing the City to have money set aside for this project. She also asked if bikes and pedestrians share the shared use path. Mr. O'Meara replied yes.

MOTION: Motion by Mayor Pro Tem Boutros, supported by Commissioner DeWeese:

Approving the resolution to accept the following recommendations of the Multi-Modal Transportation Board:

1. The installation of improved pedestrian crossings at the intersections of Cranbrook Rd. at both Midvale Rd. and Middlebury Lane, to be included in the upcoming resurfacing project to be completed by the Road Commission for Oakland County.
2. To direct staff to apply for a Transportation Alternatives Program (TAP) grant to obtain federal funds to cover up to 80% of the construction cost of multi-modal improvements to consist of:
 - a. The installation of a 10 ft. wide concrete mixed-use path for pedestrian and bicycle usage on the east side of Cranbrook Rd. from Midvale Rd. to Lincoln Ave., and on the west side of Cranbrook Rd. from Lincoln Ave. to 14 Mile Rd.
 - b. Extension of Neighborhood Connector Route signs and harrows on Midvale Rd. from Cranbrook Rd. to Larchlea Dr.
 - c. The installation of 5 ft. wide concrete sidewalks on the east side of Cranbrook Rd. from Lincoln Ave. to Northlawn Dr., and on the south side of Lincoln Ave., from Cranbrook Rd. to Golfview Blvd.
 - d. The installation of a 5 ft. wide concrete sidewalk on the north side of 14 Mile Rd. from Crosswick Rd. to Cranbrook Rd. (Lincoln Hills Golf Course frontage).

Commissioner Hoff commented that this is an example of how the Commission does focus on the best interest of the residents; coupled with the Lakeview Avenue street improvement project. These programs are specifically for the safety, convenience, and for the walkability for the residents in this area.

VOTE: Ayes, 7
 Nays, 0

09-230-19 RESOLUTION ACCEPTING TRAFFIC SIGNAL CHANGES AT THE NORTH OLD WOODWARD AND WILLITS INTERSECTION.

Julie Crowe, Fleis and Vandenbrink, presented the item.

- Mayor Bordman feels secure knowing that there is a signal for the pedestrian only to get into the intersection without fear of a car turning right at the same time.
- Pro Tem Boutros expressed that the only solution is to have no turn on red anywhere. However, he does not know the impact of enforcing not turn on red.
- Commissioner Nickita asked how much traffic capacity this intersection has relative to the Brown and Old Woodward. The information was not available.
- Mayor Pro Tem Boutros noted that Maple and Old Woodward is believed to be unsafe by pedestrians.
- Commissioner Hoff asked for accident statistics for the police chief. He responded no and no and expressed that he does not know of the intersection being unsafe.
- Commissioner Sherman suggested that this type of proposal does not require physical improvement; therefore, a test would be easy. Mr O'Meara corrected him because there is a physical improvement involved of \$17,000 to change the traffic signal.
- City Manager Valentine asked what could be done on a trial basis that does not involve a capital improvement and provide benefit.

- Mr. O'Meara suggested moving right turn lanes closer to the center and use temporary bump out markers on both sides of the street that do not influence the east west movement but will affect Old Woodward crosswalk width.
- Commissioner Hoff believes that the improvements being offered for \$17,000 and when redesigned make the adjustments should be made and when the intersection is redesigned, make the adjustments². She further suggests that any test should be done during the summer when pedestrian traffic is heavy.
- Mayor Pro Tem Boutros agrees with Commissioner Hoff, but if the trial phase does not work, will the light head be reusable. He expressed that he does not want a long trial.
- Commissioner Nickita believes that a 4-month test with minimal cost is appropriate. He also cannot see justification for a dedicated bus lane.
- Mayor Bordman noted that the proposed change does not include a³ leading pedestrian interval (LPI) and that is the part that should be tested.

MOTION: No action taken. Mayor Bordman suggested without objection that this item be returned to the agenda later.

09-231-19 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 Baller/Bloom v. City of Birmingham and Section 8(h) to consider material exempt from discussion or disclosure by state or federal statute.

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

No action expected after closed session.

To closed session at 9:53 P.M.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

Michael Horowitz, new residents to Birmingham, apologized for not coming to a meeting before the August election. He has seen the empty storefronts downtown and downtown does define the City. He felt that the Bates Street project was very exciting. Approximately 1/3 of the

² As corrected on October 7, 2019.

³ As corrected on October 7, 2019.

registered voters cast a ballot. He contended that most of the people in favor of the project or had no preference, stayed at home. He hopes that the plan or some version of the plan would reappear on the ballot. He expressed that he is sad because the parking problem really affects commerce in the City.

Mark Koroj, Warren, spoke about the Federal Lawsuit and said that it was disturbing. He felt that the Senator's campaign material is in the Commission Room is a violation of the Michigan Campaign Financing Act. He wanted to remind the Commission that Open Meetings Act allow for open speech by the public.

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Design Review Board and Historical District Commission, the Board of Zoning Appeals, and the Multi-Modal Transportation Board on October 7, 2019.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Master Plan Report, submitted by City Planner Ecker
Mayor Bordman noted that a draft of the master plan has not been written yet; She hope to have a draft at the 10/17 Joint Planning/City Commission Meeting
 - 2. Street Lighting Update – Triangle District & Downtown, submitted by City Engineer O'Meara
 - 3. Parking Utilization report, submitted by Assistant City Manager Gunter, she noted that the dashboard was too blurry.

XI. ADJOURN

Mayor Bordman adjourned the meeting at 11:10 P.M.

Cheryl Aft, Acting City Clerk
/vc