

BIRMINGHAM CITY COMMISSION AGENDA
JANUARY 14, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Patty Bordman, Mayor

II. ROLL CALL

J. Cherilynn Mynsberge, City Clerk

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

Announcements:

- Mayor Bordman's birthday
- The Baldwin Public Library is hosting a 2018 Income Tax Law Update on January 29th, from 7:00 until 8:00 p.m. CPA Tom Hill will present. Register at www.baldwinlib.org or by calling 248-554-4650.
- Recognition of logo concepts from Brownie Troop #76371 from Harlan Elementary School

Appointments:

- A. Interviews for the Public Arts Board
 - 1. Linda Wells
 - 2. Rabbi Boruch Cohen
- B. Appointments to the Public Arts Board
 - 1. To appoint _____ to the Public Arts Board, as a regular member, for a three-year term to expire January 28, 2022.
 - 2. To appoint _____ to the Public Arts Board, as a regular member, for a three-year term to expire January 28, 2022.
- C. Interview for the Parks and Recreation Board
 - 1. Dominick Pulis
- D. Appointment to the Parks and Recreation Board
 - 1. To appoint _____ to the Parks and Recreation Board, as an alternate member, for the remainder of a three-year term to expire March 13, 2020.
- E. Interviews for the Historic District Study Committee
 - 1. Jacob German
 - 2. Colleen McGough
- F. Appointments to the Historic District Study Committee
 - To appoint _____ to the Historic District Study Committee as a regular member to serve the remainder of a three year term to expire June 25, 2021.

To appoint _____ to the Historic District Study Committee as a regular member to serve the remainder of a three year term to expire June 25, 2021.

G. Interviews for the Alternate Hearing Officer

1. Karen Liddle

H. Appointment of Alternate Hearing Officer

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

I. Administration of Oath of Office to Appointees

IV. CONSENT AGENDA

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

A. Resolution approving the City Commission meeting minutes of December 10, 2018.

B. Resolution approving the warrant list, including Automated Clearing House payments, dated December 12, 2018 in the amount of \$850,309.68.

C. Resolution approving the warrant list, including Automated Clearing House payments, dated December 19, 2018 in the amount of \$1,502,768.64.

D. Resolution approving the warrant list, including Automated Clearing House payments, dated January 3, 2019 in the amount of \$2,825,233.54.

E. Resolution approving the warrant list, including Automated Clearing House payments, dated January 9, 2019 in the amount of \$590,385.27.

F. Resolution approving a request from the Birmingham Memorial Day Committee to hold the Memorial Day Service in Shain Park on May 27, 2019 from 10:00 – 11:00 am, 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 accepting the resignation of Francis Rodriguez from the Board of Zoning Appeals as an alternate member, thanking him for his service, and directing the City Clerk to begin the process of filling the vacancy.

H. Resolution accepting the resignation of Alexander Jerome from the Housing Board of Appeals, thanking him for his service, and directing the City Clerk to begin the process of filling the vacancy.

I. Resolution approving a service agreement with Great Lakes Roofing Inc., in the amount not to exceed \$ 35,007.00 to provide Roofing Repair/ Replacement services; \$24,287.00 to be charged to the Allen House Capital Improvement account #401-804.002-977.0000, and \$8,020.00 to be charged to the Hunter House Capital Improvement account #401-804.001-977.0000, and directing the Mayor and City Clerk to sign the agreement on behalf of the City.

- J. Resolution setting a public hearing for February 11, 2019 at 7:30 p.m. to consider the following amendments:
1. Ordinance amending Chapter 86, Article 1, Section 1.05, Permanent Business Sign and Broadcast Media Device Standards, to amend Subsection M to add application and maintenance requirements to window signage.
AND
 2. Ordinance amending Chapter 86, Article 1, Section 1.10, Overlay District Sign Standards, to eliminate the Overlay District Sign Standards.
AND
 3. Ordinance amending Chapter 126, Article 03, Overlay Districts, Specific Standards, Section 3.04, Downtown Overlay District to eliminate the Overlay Signage Standards.
- K. Resolution approving the addendums to the sculpture loan agreement for L.O.L., Windswept, and Eastern Hophornbeam to allow the City to use photos of loaned sculptures for promotional materials.
AND
Further, directing the Mayor and City Clerk to sign the addendums on behalf of the City.
- L. Resolution awarding the 2018-2019 Public Services contract totaling \$10,086.00 for Yard Services and Senior Outreach Services to NEXT under the Community Development Block Grant Program; and further, authorizing the Mayor to sign the contract on behalf of the City.
- M. Resolution approving the agreement with the Michigan Dept. of Transportation, committing to the expenditure of \$79,900 to cover the cost differential of upgrading the traffic signal at Woodward Ave. & Maple Rd. to match the mast arm design currently used elsewhere within the Central Business District. (Complete resolution in agenda packet).
- N. Resolution awarding the S. Eton Rd. Signing and Pavement Marking Improvements, Contract #3-19 (P) to PK Contracting, Inc., in the amount of \$144,697.50, to be charged to the Major Street Fund, account number 202-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements. Further, approving an amendment to the 2018-19 fiscal year budget as presented.

V. UNFINISHED BUSINESS

- A. Resolution amending the Operational Procedures, Conditions and Regulations for the Greenwood Cemetery to add Section IX. LOT SALES - PAYMENT PLAN POLICY as submitted on January 14, 2019. Further, renumbering the subsequent three paragraphs accordingly:
- X. LOT RESALE POLICY
 - XI. SCHEDULE OF FEES AND CHARGES
 - XII. REVISIONS

VI. NEW BUSINESS

- A. Public Hearing to consider the Special Land Use Permit Amendment for 263 Pierce – Elie's Mediterranean Cuisine – ownership change.

1. Resolution approving the Special Land Use Permit Amendment for 263 Pierce – Elie’s Mediterranean Cuisine to reflect an ownership change from Tracey and Elie Mondalek to Elie Mondalek as sole owner. (Complete resolution in agenda packet.)

- B. Resolution scheduling a hearing of the Birmingham Firefighters Association Local 911 grievance of September 18, 2018 on a mutually agreeable hearing date. Further, designating City Counsel Tim Currier to chair the hearing for procedural matters.

OR

 Resolution waiving consideration of the Birmingham Firefighters Association Local 911 grievance of September 18, 2018.

- C. Resolution scheduling a hearing of the Birmingham Firefighters Association Local 911 grievance of October 3, 2018 on a mutually agreeable hearing date. Further, designating City Counsel Tim Currier to chair the hearing for procedural matters.

OR

 Resolution waiving consideration of the Birmingham Firefighters Association Local 911 grievance of October 3, 2018.

- D. Resolution to meet in closed session to A) discuss an Attorney/Client communication pursuant to Section 8(h) of the Open Meetings Act; and B) review pending litigation in the matter of 2400 Lincoln, LLC pursuant to Section 8(e) of the Open Meetings Act, MCL 15.261 – 15.275.

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

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

- A. Craig Hall, 1452 Buckingham

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

X. REPORTS

- A. Commissioner Reports
 1. Notice of Intention to appoint one alternate member to the Board of Zoning Appeals on February 11, 2019.
 2. Notice of Intention to appoint two regular members to the Housing Board of Appeals on February 11, 2019.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff
 1. Parking Utilization Report

XI. ADJOURN

Adjourn to Closed Session

Reconvene in Open Session

Adjourn Meeting

INFORMATION ONLY

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

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



NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, January 14, 2019 the Birmingham City Commission intends to appoint one alternate member and three regular members to the Public Arts Board to serve three-year terms to expire January 28, 2022.

In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

The objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Interested citizens may apply for this position by submitting an application available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, January 9, 2019. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members shall, <u>in so far as possible</u> , represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.
Linda Wells 588 Cherry Ct.	Resident member
Rabbi Boruch Cohen 1578 Lakeside Dr.	Resident member

SUGGESTED ACTION:

To appoint _____ to the Public Arts Board, as a regular member, for a three-year term to expire January 28, 2022.

To appoint _____ to the Public Arts Board, as a regular member, for a three-year term to expire January 28, 2022.

NOTE: Current member Mary Roberts has not yet submitted an application. When she does, consideration of her appointment will be placed on the Commission's agenda. She may continue to serve until she or a successor is appointed.



PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

7 regular members - At least 4 members shall be residents of the City of Birmingham. The remaining members may or may not be residents of Birmingham. In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the HDDRC, the Parks and Recreation Board, or the Planning Board.

2 alternate members - must meet one of the already established criteria for regular members

Objectives -

- to enrich the City's civic and cultural heritage;
- to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors;
- to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Berry	Amelia	(248) 797-7307	2/26/2018	12/31/2018
364 Valley View Lane			Student Representative	
Birmingham	48009	<i>ar25berry@gmail.com</i>		
Bishai	Natalie	(248) 640-0088	2/12/2018	1/28/2020
1173 Latham St.			Alternate	
Birmingham	48009	<i>nlbishai@yahoo.com</i>		
Cohen	Rabbi Boruch	(248) 225-0246	2/27/2017	1/28/2019
1578 Lakeside			Resident Member	
Birmingham	48009	<i>thebirminghamjewishconnection@g</i>		
Eddleston	Jason	(248) 703-3808	12/5/2016	1/28/2020
892 Purdy			Resident Member	
Birmingham	48009	<i>jason28e@yahoo.com</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Heller 176 Linden Birmingham	Barbara 48009	(248) 540-1310 (313) 833-7834 <i>bheller@dia.org</i>	1/28/2002 Major Cultural Institution-DIA (Conservator)	1/28/2021
Neville 1516 E. Melton Birmingham	Monica 48009	(248) 321-1776 <i>monica.neville1@gmail.com</i>	2/27/2017 Resident Member	1/28/2021
Ritchie 1455 South Eton Birmingham	Anne 48009	(248) 635-1765 <i>a_ritchie@msn.com</i>	9/12/2016 Artist	1/28/2020
Roberts 2352 Buckingham Birmingham	Mary 48009	(248) 535-9871 <i>maryroberts49@gmail.com</i>	9/12/2016 Art Historian (Degree in Fine Arts & Art History)	1/28/2019
VACANT			Alternate	1/28/2020
Wells 588 Cherry Ct. Birmingham	Linda 48009	(248) 647-1165 <i>lawells126@gmail.com</i>	2/11/2013 Resident Member	1/28/2019
Wohlfiel 1155 Villa Rd. Birmingham	Cole 48009	(248) 703-1404 <i>colewohlfiel1@sbcglobal.net</i>	2/26/2018 Student Representative	12/31/2018

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Public Arts Board

Year: 2018

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtg. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Rabbi Boruch Cohen	P		P	P	P	P	P	P		P	P	P			10	0	100%
Jason Eddleston	P		A	A	A	A	P	P		A	P	A			4	6	40%
Barbara Heller	P		P	P	P	P	P	P		P	A	P			9	1	90%
Anne Ritchie	A		P	A	A	P	A	A		P	P	A			4	6	40%
Mary Roberts	A		A	A	A	A	A	A		P	A	A			1	9	10%
Linda Wells	P		P	P	P	P	P	P		P	P	P			10	0	100%
Monica Neville	P		P	P	P	P	P	P		P	P	P			10	0	100%
Amelia Berry-student rep			P	P	P	P	P	P		P	P	P					
Cole Wohlfel-student rep			P	A	A	P	P	P		P	P	A					
ALTERNATES																	
Natalie Bishai			P		P												
VACANT																	
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	5	0	8	5	6	7	7	7	0	8	7	5	0	0			

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

C. Mynsberge

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Public Arts Board

Year: 2017

MEMBER NAME	1/18	2/15	3/15	4/19	5/17	6/21	7/19	8/16	10/18	11/15	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS													
Barbara Heller	P	P	P	P	P	P	P	A	P	P	9	1	90%
Eva Suchara	A	x	x	x	x	x	x	x	x	x	0	1	0%
Maggie Metler	P	x	x	x	x	x	x	x	x	x	1	0	100%
Monica Neville	**	**	P	P	P	P	P	P	P	A	7	1	88%
Rabbi Boruch Cohen	**	**	P	P	P	P	P	P	P	P	8	0	100%
Anne Ritchie	P	P	A	P	A	A	A	P	P	P	6	4	60%
Mary Roberts	A	A	A	P	A	A	P	A	P	A	3	7	30%
Linda Wells	P	P	P	P	P	P	P	P	P	P	10	0	100%
Jason Eddleston	A	P	A	A	P	P	A	A	P	A	4	6	40%
Celeste Demps-Simons (Student Rep.)	A	A	A	P	P	A	P	P	P	P	4	6	40%
Sarah Evans (Student Rep.)	A	A	A	P	P	P	P	A	A	A	4	6	40%
Cecilia Trella (Student Rep.)	A	P	P	P	A	P	P	A	P	A	6	4	60%
ALTERNATES													
Member 1											0	0	#DIV/0!
Member 2											0	0	#DIV/0!
Members in attendance	4	5	5	9	7	7	8	5	9	5			

KEY: A = Absent

P = Present

NM = No Meeting

** = Not yet appointed

x = no longer serving



CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Public Arts Board

Year: 2016

MEMBER NAME	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS															
Barbara Heller	NM	NM	NM	P	NM	NM	NM	NM	P	P	P		4	0	100%
Phyllis Klinger	NM	NM	NM	A	NM	NM	NM	NM	A	A	A		0	4	0%
Maggie Mettler	NM	NM	NM	P	NM	NM	NM	NM	P	P	P		4	0	100%
Anne Richie	**	**	**	**	**	**	**	**	P	P	A		2	1	67%
Mary Roberts	NM	NM	NM	A	NM	NM	NM	NM	A	P	P		3	2	60%
Linda Wells	NM	NM	NM	P	NM	NM	NM	NM	P	P	P		4	0	100%
Ava Suchara	NM	NM	NM	P	NM	NM	NM	NM	P	A	A		2	2	50%
ALTERNATES															
Member 1													0	0	#DIV/0!
Member 2													0	0	#DIV/0!
Members in attendance	0	0	0	4	0	0			5	5	4	0			

KEY A = Absent

P = Present

NM = No Meeting

**** = Not yet appointed**

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 Public Arts Board

Specific Category/Vacancy on Board Member (see back of this form for information)

Name Linda Wells Phone 248-840-9154 (c)

Residential Address 588 Cherry St Email lwells126@gmail.com

Residential City, Zip B'ham 48009 Length of Residence 50 yrs

Business Address _____ Occupation Retired

Business City, Zip _____

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

I've been a DIA volunteer for 30 yrs. Particular love these
dimensional objects. I've been on the PAB for 6 yrs. Enjoy the service
opportunity

List your related employment experience _____

List your related community activities Former volunteer Cranbrook Gardens. Member

Herb Society of America Garden Writers. For the PAB I've chosen B'ham
in Stitches and our Holiday Shain PK Decorations.

List your related educational experience Had a year of art history as undergrad

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

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

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

Linda A Wells
Signature of Applicant

12-21-18
Date

3A1

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(Please print clearly)

Board/Committee of Interest Public Arts Board (PAB)
 Specific Category/Vacancy on Board Regular member (renewal)
 Name Rabbi Boruch Cohen Phone 248 225 0246
 Residential Address 1578 Lakeside Dr Email birminghamrabbi@gmail.com
 Residential City, Zip Birmingham, MI 48009 Length of Residence 13-14 years
 Business Address 361 E. Maple Occupation Rabbi
 Business City, Zip Birmingham, MI 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
Was appointed to PAB to fill vacancy in early 2017, serving now for almost two full years

List your related employment experience Lots of PR materials, requiring "eye" for artful look of fliers, post cards, etc.

List your related community activities 2 years (2017 to present) on PAB

List your related educational experience Bachelor's degree at all-liberal-arts college (Wesleyan University, CT) - lifelong interest in Jewish history & culture & growth of creative arts

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/A

Do you currently have a relative serving on the board/committee to which you have applied? N/A

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

[Signature]
 Signature of Applicant Date 11/7/19

3A2



NOTICE OF INTENTION TO APPOINT TO THE PARKS AND RECREATION BOARD

At the regular meeting of Monday, November 19, 2018, the Birmingham City Commission intends to appoint one alternate member to the Parks and Recreation Board to serve the remainder of a three-year term to expire March 13, 2020.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 14, 2018. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Responsibilities

The Parks & Recreation Board consists of seven members who serve for three-year terms without compensation. The goal of the board is to promote a recreation program and a park development program for the City of Birmingham. The Board shall recommend to the City Commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

The meetings are held the first Tuesday of the month at 6:30 P.M.

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members must be electors (registered voters) of the City of Birmingham.
Dominick Pulis 824 Wimbleton	Registered voter

SUGGESTED ACTION:

To appoint _____, to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2020.

PARKS AND RECREATION BOARD

Article II, Section 78

Objectives: The Parks and Recreation Board shall promote a recreation program and a park development program for the City. The Board shall recommend to the city commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

Seven regular members, Three-year Terms, Appointed by the City Commission
Two alternate members, Three-year Terms, Appointed by the City Commission
Members must be electors of the City of Birmingham
Meetings held the first Tuesday of each month at 6:30 PM.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Carmona 887 Lakeview Ave.	Heather	(248) 867-1346 <i>htcarmona@sbcglobal.net</i>	3/12/2018 Registered Voter	3/13/2021
Cousins 937 Henley	Cecilia	(248) 520-5969 <i>cecilia.cousins@gmail.com</i>	2/26/2018 Student Representative	12/31/2018
Kaplan 635 Oak	Ross	(248) 645-6526 <i>rkaplan@neumannsmith.com</i>	10/22/2007 Registered Voter in Birmingham	3/13/2020
Longe 1253 Yosemite	Therese	(248) 258-6744 (313) 745-0138 <i>tmquattro@gmail.com</i>	3/29/2004 Registered Voter in Birmingham	3/13/2019

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Meehan 656 Chester	John	(248) 644-5923 <i>john.meehan@att.net</i>	3/18/2002 Registered Voter in Birmingham	3/13/2020
Noble 1160 Lake Park Dr.	Eleanor	(248) 417-7777 <i>elliecnoble@hotmail.com</i>	7/10/2017 Alternate	3/13/2020
Rusche 358 Henley St.	John	(248) 731-7068 <i>jprusche@aol.com</i>	9/6/2018 Registered Voter in Birmingham (was Alt)	3/13/2021
Sayers 1264 South Eton	Jakob	(248) 804-2036 <i>xcrunner1042000@gmail.com</i>	2/26/2018 Student Representative	12/31/2018
Stotland 698 Hanna	Lilly	(248) 433-3148 <i>lstotland@vescooil.com</i>	12/7/2015 Registered Voter in Birmingham	3/13/2019

VACANT

John Rusche resigned from this Alternate position after being appointed as a regular member of the Board.

Alternate

3/13/2020

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Home Address				

Wiebrecht	William	(248) 703-6503	10/14/1991	3/13/2021
1714 Torry			Registered Voter in Birmingham	

whw989@wowway.com



Received 3/2/2018

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

APPLICATION FOR CITY BOARD OR COMMITTEE

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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 Parks and Recreation Board

Specific Category/Vacancy on Board regular member (registered voter in the City of Birmingham)

Name Dominick Pulis

Phone (586) 381-5831

Residential Address 824 Wimbleton Dr

dompulis@hotmail.com

Email dcompulis@hotmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 15 years (cumulative)

Business Address _____

Occupation Quality Manager at FCA (Fiat Chrysler)

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
As an father of 3, golfer, and dog owner, I am an avid user of the Bham Parks and Rec offerings. This opportunity fits well with my interest in civic volunteering.

List your related employment experience I have managed large capital budgets and strategic long range capex forecasting.

List your related community activities previously served as 2012 Parks and Rec Board member and Vice-Chair; discontinued the role due to international work assignment relocation.

List your related educational experience Bachelor Engineering, Master Engineering, MBA

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

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

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

D. Pulis
Signature of Applicant

02March2018
Date

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

Updated 8/16/17



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, January 14, 2019, the Birmingham City Commission intends to appoint two regular members to the Historic District Study Committee to serve the remainder of three-year terms to expire June 25, 2021.

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Interested parties may submit an application available at the City Clerk's Office on or before noon on Wednesday, January 9, 2019. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Shall have a clearly demonstrated interest in or knowledge of historic preservation.
Jacob J. German 475 S. Adams #18	B.A. in History; Participated in historical research; Interest in historic preservation
Colleen McGough 543 Watkins	Real estate agent; Has renovated 2 older homes; Passion for architecture and old homes

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

SUGGESTED ACTION:

To appoint _____ to the Historic District Study Committee as a regular member to serve the remainder of a three year term to expire June 25, 2021.

To appoint _____ to the Historic District Study Committee as a regular member to serve the remainder of a three year term to expire June 25, 2021.

Note: This Committee has two additional vacancies for regular members. One term expires 6/25/2019, and the other term expires 6/25/2020. The City Commission may opt to appoint applicants to any of the four vacancies.



HISTORIC DISTRICT STUDY COMMITTEE

Goal: To conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

The committee shall consist of seven members in addition to a city appointed liaison. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations.

Terms: three years

Meetings are held by resolution of the City Commission.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Beshouri 1740 Grant	Paul	(248) 895-4576 <i>beshouri24@gmail.com</i>	12/12/2016	6/25/2019
DeWindt 1979 Fairway	Jonathan	(248) 227-1690 <i>jmdewindt@gmail.com</i>	6/12/2017	6/25/2019
VACANT				6/25/2021
VACANT				6/25/2021

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT				6/25/2019
VACANT			6/12/2017	6/25/2020
Xenos	Michael	(248) 496-8983	2/22/2016	6/25/2020
608 W. Lincoln		Nat'l Trust for Historic Preservation		
		<i>mxenos@comcast.net</i>		

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 Historic District Study Comtee.
 Specific Category/Vacancy on Board Regular member
 Name JACOB J. GERMAN Phone 734.934.9051
 Residential Address 475 S. ADAMS #18 Email MOB@FIVELEAKS.ITC
 Residential City, Zip 48009 Length of Residence 8 YEARS
 Business Address N/A Occupation Consultant
 Business City, Zip N/A

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I HAVE AN INTEREST IN HISTORIC PRESERVATION AND A B.A. IN HISTORY

List your related employment experience I WAS EMPLOYED BY HILLDALE COLLEGE as an HISTORICAL RESEARCH ASSISTANT WORKING WITH DR. LARRY ARNA. TO SIR MARTIN GILBERT on the CHURCHILL Biography.
 List your related community activities

List your related educational experience B.A. HISTORY & POLITICAL SCIENCE, HILLDALE COLLEGE 2004.

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

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

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

J. German
Signature of Applicant

1/21/19
Date

3E1

JAN 9 2019

APPLICATION FOR CITY BOARD OR COMMITTEE

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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 Historic District Study Committee

Specific Category/Vacancy on Board Regular Member

Name Colleen McGough

Phone 248 808 4410

Residential Address 543 Watkins

Email mcgough88@comcast.net

Residential City, Zip Birmingham 48009

Length of Residence 20 years

Business Address 415 S Old Woodward

Occupation Real Estate Agent

Business City, Zip Birmingham 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I have lived in "inner-city" suburbs my entire adult life - Oak Park II, Shaker Heights, OH, Milwaukee's Eastside, & Birmingham since 1998. I have a passion for architecture & old homes. I renovated a Tudor in Shaker Heights & (over)

List your related employment experience Real Estate Agent working in Birmingham since 2013

List your related community activities Active Volunteer in Community: Board of Directors, Christ Child Society Detroit, President Parent Org Holy Name School, Board Member Marian Mothers Club, Birmingham News Club, Community House Antiques show

List your related educational experience MBA - University of Wisconsin Milwaukee
B.S. Engineering Marquette University, Real Estate License State of Michigan

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

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

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

Colleen McGough
Signature of Applicant

3E2

Date

1/9/19

I also renovated a 1920 Arts + Crafts home in downtown Birmingham. I researched Arts + Crafts design prior to the renovation. It is still my home and I raised my kids here. My husband and I love it and couldn't imagine living anywhere else.



NOTICE OF INTENTION TO APPOINT HEARING OFFICER

At the regular meeting of Monday, June 4, 2018, the Birmingham City Commission intends to appoint the alternate hearing officer to serve a three-year term to expire June 30, 2021. The Hearing Officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to the fee collection ordinances (Section 1-17).

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

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

Interested citizens may submit an application available at the City Clerk's office on or before noon on Wednesday, May 30, 2018. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications Applicants shall be residents of the City who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.
Karen Liddle	Resident at 768 Larchlea Attorney

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

SUGGESTED ACTION:

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



HEARING OFFICER

Ordinance #2178, Adopted March 28, 2016

Term: 3 years

Appointed by the city commission

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

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

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
VACANT			alternate	6/30/2021
Stotland	Alexander	(248) 636-1645	7/25/2016	6/30/2019
698 Hanna		astotland@hertzschram.com		



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Will Attend	<input checked="" type="radio"/> Will Attend <input type="radio"/> Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Hearing Officer

Specific Category/Vacancy on Board Alternate Hearing Officer

Name Karen Liddle Phone (248) 561-4538

Residential Address 768 Larchlea Email karliddle@aol.com

Residential City, Zip Birmingham, 48009 Length of Residence 20+ years

Business Address 907 CAYME Occupation Attorney
2 Woodward

Business City, Zip Detroit 48226

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied As a current Judicial Attorney and prior litigation attorney, I have significant experience in facilitating resolutions in various matters.

List your related employment experience Attorney: 3rd Judicial Circuit Court; Liddle + Dubin P.C.; Collins, Einhorn, Farrell + Vlemoff, P.C. and Oakland University

List your related community activities Adjunct Professor at Oakland University; Oakland University Paralegal Board; BCC Facilities Committee and BPS Schools (Former Seaholm PTSA Vice-President and President)

List your related educational experience University of Detroit School of Law-J.D.

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

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

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

Karen C. Liddle
Signature of Applicant

1/3/19
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to cmynsberge@bhamgov.org or by fax to 248.530.1080. Updated 8/16/17

BIRMINGHAM CITY COMMISSION MINUTES
DECEMBER 10, 2018
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

ROLL CALL:	Present:	Mayor Bordman
		Mayor Pro Tem Boutros
		Commissioner DeWeese
		Commissioner Harris
		Commissioner Hoff
		Commissioner Nickita
		Commissioner Sherman
	Absent:	none

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, IT Director Brunk, Police Chief Clemence, Planning Director Ecker, Assistant Engineer Fletcher, Finance Director Gerber, Police Commander Grewe, Assistant to the City Manager Haines, Building Official Johnson, City Engineer O'Meara, City Clerk Mynsberge

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

12-331-18 ANNOUNCEMENTS

- Mayor Pro Tem Boutros and Commissioner Hoff's birthdays were celebrated.
- The pending retirements of Fire Chief Connaughton and Assistant Fire Chief Donohue were announced.
- City Manager Valentine introduced Assistant Fire Chief Wells, noting he will step into the Interim Fire Chief position.

12-332-18 APPOINTMENTS TO THE BIRMINGHAM SHOPPING DISTRICT BOARD

The Commission interviewed current Board members Amy Pohlod and Geoffrey Hockman.

MOTION: Motion by Commissioner Harris:

To concur with the City Manager's appointment of Amy Pohlod to the Birmingham Shopping District Board, as a member who has an interest in property located in the District, for a four-year term to expire November 16, 2022.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

MOTION: Motion by Commissioner Boutros:

To concur with the City Manager's appointment of Geoffrey Hockman to the Birmingham Shopping District Board, as a member representing a business located in the District, for a four-year term to expire November 16, 2022.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

12-333-18 APPOINTMENT TO THE BOARD OF ZONING APPEALS

The City Commission interviewed new applicant Jerry Attia and current alternate member Francis Rodriguez. Applicant Ron Reddy was unable to attend.

MOTION: Motion by Commissioner Boutros:

To appoint Francis Rodriguez to the Board of Zoning Appeals, as a regular member, for the remainder of a three-year term to expire October 10, 2019.

VOTE: Yeas, 6
 Nays, 0
 Absent, 0

Commissioner Sherman nominated Jerry Attia. However, the vote on the nomination for Francis Rodriguez was decisive, therefore Mayor Bordman announced the appointment of Mr. Rodriguez.

12-334-18 APPOINTMENTS TO THE DESIGN REVIEW BOARD

The City Commission interviewed new applicants Alexander Jerome, Patricia Lang, and Gigi Debbrecht.

MOTION: Motion by Commissioner DeWeese:

To appoint Alexander Jerome to the Design Review Board, as an alternate member, for the remainder of a three-year term to expire September 25, 2019.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

MOTION: Motion by Commissioner Boutros:

To appoint Gigi Debbrecht to the Design Review Board, as a regular member, for the remainder of a three-year term to expire September 25, 2021.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

MOTION: Motion by Commissioner Nickita :

To appoint Patricia Lang to the Design Review Board, as a regular member, for the remainder of a three-year term to expire September 25, 2021.

VOTE: Yeas, 7

Nays, 0
Absent, 0

12-335-18 APPOINTMENT TO THE MULTI-MODAL TRANSPORTATION BOARD

The City Commission interviewed new applicant Joe Zane.

MOTION: Motion by Commissioner DeWeese:

To appoint Joseph Zane to the Multi-Modal Transportation Board, as an alternate member, for the remainder of a three-year term to expire October 27, 2019.

VOTE: Yeas, 7
Nays, 0
Absent, 0

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

IV. CONSENT AGENDA

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

12-336-18 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Commissioner Harris: Item H; Term Extension For The Ad Hoc Unimproved Street Study Committee
- Mayor Bordman: Item A; City Commission Meeting Minutes Of December 3, 2018

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

To approve the Consent Agenda, with Items A and H removed.

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

- B. Resolution approving the warrant list, including Automated Clearing House payments, dated December 5, 2018 in the amount of \$318,850.63.
- C. Resolution accepting the resignation of Patricia Lang from the Historic District Study Committee, thanking her for her service, and directing the City Clerk to begin the process of filling the vacancy.
- D. Resolution accepting the resignation of Gigi Debbrecht from the Historic District Study Committee, thanking her for her service, and directing the City Clerk to begin the

process of filling the vacancy.

- E. Resolution awarding the Zoning Ordinance codification services to enCode, in the amount of \$11,610, to be funded from account 101-215.000-15.05200 and further, approving the appropriation and amendment to the 2018-2019 General Fund Budget as presented.
- F. Resolution approving the street light agreement between the City of Birmingham and DTE Energy Co. regarding the installation of street lights at 2010 Cole Ave. Further, directing the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.
- G. Resolution approving the proposed agreement by DTE Energy to replace forty-seven (47) light fixtures in the Rail District with a City approved product where the City would share in the cost equally with DTE Energy and apply a portion of an existing credit balance totaling \$22,682.43 and DTE would absorb \$22,682.44 for a total project cost of \$45,364.87.
- I. Resolution approving a request from Common Ground to hold the Street Art Fair in Shain Park and on the surrounding streets on September 14 & 15, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

12-337-18 ITEM H: TERM EXTENSION FOR THE AD HOC UNIMPROVED STREET STUDY COMMITTEE

Commissioner Harris relayed a citizen's question regarding the possibility of instituting special assessment districts instead of relying on resident petitions for the process of improving a street.

MOTION: Motion by Commissioner Harris, seconded by Commissioner Nickita:
To extend the term of the Ad Hoc Unimproved Street Study Committee through December 2019.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

12-338-18 ITEM A: CITY COMMISSION MEETING MINUTES OF DECEMBER 3, 2018

Mayor Bordman asked that the minutes be amended to include further details of:

- Commissioner DeWeese's appointment to the US voting delegation of the World Master's General Assembly.
- Assistant to the City Manager Haines' questions for Factory Detroit regarding ownership of the potential logo and Factory Detroit's intent regarding the three logo designs.

Mayor Bordman also said Assistant to the City Manager Haines was not tasked with clarifying the timeline in the logo discussion with Factory Detroit.

Commissioner Hoff said one of the questions discussed at the meeting was Factory Detroit's claim that they would complete the City's logo process in six weeks. She asked that the reference to timing not be removed as a result, and suggested the language be changed from "timeline" to "timeframe".

Mayor Bordman reiterated that the other two questions should be added to the minutes of the logo discussion, and said she did not understand that timing was one of the issues to be questioned.

MOTION: Motion by Mayor Bordman, seconded by Mayor Pro Tem Boutros:
To approve the City Commission meeting minutes of December 3, 2018 as amended.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

V. UNFINISHED BUSINESS

12-339-18 GREENWOOD CEMETERY PAYMENT PLAN POLICY

City Clerk Mynsberge presented her memo dated December 10, 2018.

Commissioner Hoff was not in favor of the contractor holding payments, and retaining any interest generated from those payments, until plot(s) on a payment agreement are paid in full.

City Clerk Mynsberge clarified for Commissioner Hoff:

- Previous materials showed 16 payment plans in effect, but one has recently been paid off, leaving only 15 contracts in place.
- The length of terms for the current 15 contracts were determined by the contractor and will remain as is. The proposed policy limits any future contracts to a maximum of 24 months.

Commissioner DeWeese stated:

- Eliminating payment plans would be contrary to the City's policy of providing first class customer service. He sees no downside for the City in offering payment plans.
- Limiting a payment plan to 24 months is wise.
- The contractor is going to bear the extra work, not the Clerk's Office, and it makes it a nice clean separation having such a policy in place, so he will be supporting the amendment to the Operational Procedures as proposed.
- The proposed policy gets rid of a number of inconsistencies, and puts control in the City's hands.
- When a down payment is made it is basically a reservation for a spot. The customer does not own the plot until it is paid in full, and it is clear that if a customer has to use one of the plots, 20% of the cost of the remaining plots must be paid within a period of two to three months, which seems reasonable. Therefore he sees no downside to the policy as presented.

Commissioner Sherman remarked:

- The City's portion of payments should be remitted probably quarterly or semi-annually.
- He is not in favor of the contractor holding payments until the end of a payment plan. If that provision were changed he would be supportive of policy.

- Payment arrangements are appropriate in this industry. It's a fairly common practice, and he does not know why the City would not offer payment plans.
- The proposed plan addresses the rest of the issues that have been raised.
- For him, it comes down to when payment is made to the Perpetual Care Fund.

City Clerk Mynsberge commented the Perpetual Care Fund's investment earnings are currently approximately 5%. Over the course of 24 months the interest on the City's \$2,250 share is approximately \$112, which could be considered a nominal fee for the administration of the plan. The contractor sends out payment books, monthly statements, the accounting, and keeps in close contact with the purchasers.

City Manager Valentine explained the idea is that the contractor can do it cheaper and more efficiently than the City can do it, so it is a better deal for the City in the long run. Weighing what is given up against what is gained the City is benefitting from the arrangement.

Commissioner Sherman responded:

- The City has a contract with Elmwood to provide these services.
- Elmwood initially offered payment plans without the City's agreement.
- He would feel differently if the split was opposite – the City getting 25% and the contractor getting 75% - but the City gets three-fourths of each sale and he believes that should go into the Perpetual Care Fund sooner rather than later.
- Investment return rates could exceed 5%.

Mayor Bordman:

- Indicated the contractor is receiving payment for the work they do under the payment plan.
- Noted money in the Perpetual Care Fund gains interest and accumulates over time which will help accomplish many projects in the cemetery. The money should come to the City, as Commissioner Sherman suggested, quarterly or so.
- Suggested that in the event someone could not complete their payment plan, the person should have the option of transferring their money to cover one (or more) plot, and then 50% of the remaining balance on account would be forfeited.

City Clerk Mynsberge confirmed that all money paid on a payment plan can be applied to a plot needed for burial. The customer will then be given a grace period to pay enough on the account to cover 20% of the remaining plot(s).

Commissioner Harris said:

The policy needs to be clear on the point just explained by City Clerk Mynsberge.

The Commission should see the payment plan agreement to ensure it comports with the payment plan adopted.

Commissioner DeWeese noted:

- No one has expressed opposition to having payment plans for cemetery plots.
- Suggested the staff address the comments made and bring the proposed policy back to the Commission as soon as feasible.
- Encouraged a policy that is compassionate and works for the interests of the City.
- Referring to the question of when the City's portion of plots sold under payment plans should be remitted, suggested there may be other options.

Commissioner Nickita said he concurs with the general comments made, and agreed with Commissioner Harris that the Commission needs to see the contract being used for payment plans.

City Manager Valentine confirmed staff will address the comments made and bring the policy back to the Commission for consideration.

**12-340-18 MAPLE ROAD RECONSTRUCTION SOUTHFIELD ROAD TO
WOODWARD AVENUE, TREE AND PLANTER ALIGNMENT**

Commissioner Sherman shared concerns that information is coming to the Commission incomplete. He said this issue also occurred during the Old Woodward project.

Mayor Bordman reiterated her opposition to zelkova trees.

Commissioners DeWeese and Sherman stated that they did not recall approving zelkovas at the last meeting.

Planning Director Ecker said:

- She would return to the record for the November 19, 2018 Commission meeting and double-check the question of tree approval.
- The tree alignment chosen for the mid-block crossings can also be applied to the intersections with the bump-outs.

Commissioner Nickita stated the Commission had asked staff for clarification at their November 19, 2018 meeting regarding:

- How the streets would look with all the trees aligned; and,
- If the trees are all aligned, how other features of the intersections would be changed, such as landscaping, benches, extra space for pedestrians, and ramps.

Commissioner Nickita further commented:

- He was surprised that no information regarding proposed intersection feature changes had been submitted in the agenda materials.
- He would rather have all the information instead of addressing this issue piecemeal.

Commissioner DeWeese agreed with Commissioners Nickita and Sherman, adding that features such as benches should be approved once seen in-context as part of a plan. He noted the absence of plans that contextualized the recommended features.

Commissioner Sherman suggested postponing until staff returned with the requested information.

City Manager Valentine confirmed there would be time to clarify the plans for the space between the curb and the sidewalk.

Mayor Bordman requested a more complete picture of staff proposals for each of the places that are currently an issue: the Henrietta intersection, the crosswalks, and the tree types.

City Manager Valentine asked Mr. Strader and Ms. Wolfe if they had any questions.

Commissioner Nickita said he would like to see plans for a seating option and the landscape condition once the trees are aligned.

12-341-18 CITY LOGO ADVANCEMENT FOLLOW UP REGARDING FACTORY DETROIT

Assistant to the City Manager Haines reported that contact was made with Factory Detroit, who agreed to adhere to all terms laid out in the City's RFP. As a result, Assistant to the City Manager Haines recommended that the Commission accept Factory Detroit's proposal.

Commissioner Hoff confirmed that the \$5,000 fee includes up to 8 meetings. The additional charge of \$500 per meeting is for meetings over 8.

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Nickita:
To accept the proposal from Factory Detroit to provide logo branding services in an amount not to exceed \$5,000, charged to Account #101-299.000-729.0000, and further, to authorize the Mayor to sign the agreement on behalf of the City.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

VI. NEW BUSINESS

12-342-18 PARKING LOT #6 REHABILITATION/EXPANSION

Assistant City Manager Gunter reviewed the item.

Assistant City Manager Gunter confirmed:

- The landscaping standards in option one were aspirational, not binding.
- Bicycle racks will be installed at Parking Lot #6.
- The primary goal for the Advisory Parking Committee was to maximize parking, given the current demand.

Commissioner DeWeese said:

- Either option would involve a considerable amount of landscaping.
- Option one would facilitate the farmer's market more than option two, because option two breaks up the positioning of the vendors. Therefore option one would be more appropriate.
- With all the planned work, the cost of each space works out to about \$37,000. Without any environmental work or fixing of the parking lot, the cost of each space works out to be nearly \$6,000 per space.
- The City has put effort into encouraging walking, cycling, and other modes of transportation to limit the need for parking lots.

Commissioner DeWeese encouraged visitors to the downtown area to ride a moped, bicycle, or to walk whenever possible to decrease costs to the City.

Commissioner Nickita:

- Shared concern that the City does not adhere to the landscaping guidelines it requires private developers to follow.
- Suggested the City install the landscaping elements on the south side of the lot as shown in option two since they would be more visible and useful to pedestrians, and

eliminate the other suggested islands from option two. He said it would allow for a few more spaces in option two.

- Said the landscaping elements should not impede the farmer's market set-up since all the stands are individual tents. He added the City should consider trees in the landscaping elements to provide shade and enhance the farmer's market as well.

Assistant City Manager Gunter acknowledged sensitivity to the Commission's concerns, adding that each space made available in Parking Lot #6 is critically important to the parkers visiting 280 N. Old Woodward since the City is unable to offer valet services in the area. She continued:

- In option one, the goal is to replace trees one-for-one. Once rendered, the engineering plans can be brought back to the Commission to provide more specificity.
- Lot #6 currently has 142 spaces.
- The Architectural Review Committee's feedback was incorporated into option one.
- The Advisory Parking Committee recommends funding this project through the Parking Enterprise Fund.

City Manager Valentine explained there would be a special assessment when the City rebuilds the N. Old Woodward parking structure, so the APC decided to specially assess the property owners near Lot #6 and the N. Old Woodward structure only once.

Commissioner Sherman noted:

- Both options increase parking spaces.
- Agreement with Commissioner Nickita that the City's lack of adherence to its own landscaping guidelines for private developers puts the City in a difficult position.
- Trees help establish place in open parking lots. The Commission needs to balance the needs of the area and the needs of the entire City.

Al Vaitas, Chair of the Advisory Parking Committee, stated that every parking space is essential in Lot #6. He noted:

- The enhanced landscaping in the back was thought to balance out the lack of landscaping elements in the lot.
- The City's landscaping requirements have not been adhered to in other City parking lot projects.

City Engineer O'Meara confirmed that the City's landscape guidelines were not adhered to with Lot #7.

City Manager Valentine confirmed that the river would remain accessible.

Subsequent to further discussion the Commission created a hybrid option for Lot #6.

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Nickita:
To authorize City staff to proceed with the final design and bidding of Parking Lot #6 based on Preliminary Concept plan Option #1 as amended to include the three landscaping islands with trees on the west side of the lot nearest Old Woodward and the three landscaping islands with trees midway on the southern leg of the lot.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

VII. REMOVED FROM CONSENT AGENDA

Items removed from the Consent Agenda were addressed earlier in the meeting.

VIII. COMMUNICATIONS

None

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

None

X. REPORTS**12-343-18 COMMISSIONER REPORTS**

The City Commission will appoint two regular members to the Historic District Study Committee on January 14, 2019.

12-344-18 CITY STAFFAnnual Perpetual Care Fund Investment Report

Finance Director Gerber submitted the Annual Perpetual Care Fund Investment Report.

2017 Annual Report of the Greenwood Cemetery Advisory Board

Commissioner DeWeese said he would like more focus on encouraging plot purchases in areas other than Sections A, B, and C of the cemetery. He noted those areas are the most sensitive parts of the cemetery.

Commissioner Hoff said there were many good suggestions in the 2017 Annual Report, including establishing a baseline for the cemetery. She said she would like to see the HDSC and Friends of the Museum involved. She also said ground-penetrating radar to establish the records should be part of establishing the baseline.

City Clerk Mynsberge said the GCAB plans to discuss the process of establishing a baseline in-depth at their February 2019 meeting. In 2018 the GCAB put together a list in terms of where the Board wants to go for the Master Planning process. In February 2019, the Board will be reviewing:

- Quotes for ground-penetrating radar;
- Examples of the results from GPR;
- Whether GPR will help the GCAB reach their goals; and
- The results of a field study of the cemetery done by Birmingham DPS and Elmwood within the last four years.

City Clerk Mynsberge clarified that the City maintains records of plots sold and unsold in the cemetery. The GCAB will also be reviewing these records and determining whether it will help to pursue GPR in order to confirm these records.

City Manager Valentine noted that the GCAB spent time going out to bid for a consultant for a cemetery Master Plan. The GCAB has since changed approach and the new goals for February 2019 are an articulation of their newer efforts.

Mayor Bordman drew the Commission to Part Four, page three of the report. Noting that the report describes the City maintaining grave markers from before 1875, Mayor Bordman

suggested that the date should advance as time advances. One option she suggested is going by the definition of 'antique', defined as 100 years prior to the current date.

Parking Utilization Report

Assistant City Manager Gunter submitted the Parking Utilization Report.

XI. ADJOURN

The meeting was adjourned at 9:40 p.m.

J. Cherilynn Mynsberge, City Clerk

City of Birmingham
Warrant List Dated 12/12/2018

Meeting of 01/14/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
263030	*	008785	KEVIN ONG	47.00
263031	*	002397	43RD DISTRICT COURT	500.00
263032	*	000855	48TH DISTRICT COURT	100.00
263033	*	000855	48TH DISTRICT COURT	100.00
263034	*	000855	48TH DISTRICT COURT	100.00
263035	*	000855	48TH DISTRICT COURT	700.00
263036		MISC	ADRAY, DEBORAH	100.00
263037	*	007266	AETNA BEHAVIORAL HEALTH LLC	469.43
263038		MISC	AGARONOV, AARON	100.00
263039		MISC	ALEXANDER JOSEPH SOAVE	90.00
263041		MISC	AMERICAN STANDARD ROOFING	300.00
263042		000167	ANDERSON ECKSTEIN WESTRICK INC	7,725.00
263044	*	006759	AT&T	189.23
263045	*	004027	AUTOMATED BENEFIT SVCS INC	9,581.27
263046		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
263047	*	004867	BALDWIN PUBLIC LIBRARY TRUST	17,283.68
263048		003012	BATTERIES PLUS	36.95
263049		MISC	BECKER, TROY G	100.00
263050	*	MISC	BELLAR BIRMINGHAM VENTURES LLC	15,000.00
263051		002231	BILLINGS LAWN EQUIPMENT INC.	89.69
263052	*	008707	CITY OF BIRMINGHAM #231	2,648.20
263054		MISC	BJ CONSTRUCTION SERVICES	6,000.00
263055		MISC	BONNICI CONCRETE	100.00
263058	*	000444	CDW GOVERNMENT INC	1,186.55
263059		000605	CINTAS CORPORATION	13.64
263060	*	004026	COFINITY	1,449.00
263061		008955	COMCAST	66.90
263061	*	008955	COMCAST	128.12
263062	*	000979	COMERICA BANK	2,210.63
263063		MISC	COMPLETE CONTRACTING SOLUTIONS	400.00
263065	*	000626	J. M. CONNAUGHTON	70.00
263066	*	000627	CONSUMERS ENERGY	434.92
263067		001367	CONTRACTORS CONNECTION INC	513.80
263068		008512	COOL THREADS EMBROIDERY	72.00
263069		006115	CORRIGAN MOVING SYSTEMS	545.00
263071		007124	CRIMEDAR INC.	365.00
263072	*	008938	CRYSTAL BRIGHT JANITORIAL SERVICES	1,400.00
263073		MISC	DANIEL JOSEPH LYNCH	229.56
263074		MISC	DCAM INC	500.00
263075	*	000177	DELWOOD SUPPLY	258.31
263076	*	006907	DENTEMAX, LLC	144.00
263077		MISC	DETROIT BUILD INC	100.00

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Check Number	Early Release	Vendor #	Vendor	Amount
263079		MISC	DOMENICO BRICK PAVING	100.00
263081	*	000179	DTE ENERGY	5,755.23
263082	*	000180	DTE ENERGY	43,419.35
263083	*	007538	EGANIX, INC.	720.00
263084	*	000196	EJ USA, INC.	810.98
263085		004671	ELDER FORD	65.50
263085	*	004671	ELDER FORD	1,609.57
263086		MISC	FALLERT, JOE	200.00
263087	*	000936	FEDEX	142.72
263088		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC	100.00
263089		007172	GARY KNUREK INC	548.16
263090	*	004604	GORDON FOOD	145.48
263091		MISC	GREAT LAKES CUSTOM BUILDERS	1,000.00
263092		000249	GUARDIAN ALARM	2,558.88
263093	*	001447	HALT FIRE INC	286.26
263094	*	MISC	HIGHER GROUND LANDSCAPING	200.00
263095		MISC	HOME DEPOT USA INC	100.00
263096		MISC	HOME INSPECTION PLUS INC	200.00
263098		000342	IBS OF SE MICHIGAN	317.85
263100		002407	J & B MEDICAL SUPPLY	1,632.56
263102	*	008917	JONES LANG LASALLE AMERICAS, INC.	9,873.00
263103	*	008954	K & D PHILLIPS CONTRACTING	6,920.00
263105		008740	KENTWOOD OFFICE FURNITURE	16,774.43
263106		008831	KIESLER POLICE SUPPLY	1,805.64
263107		008831	KIESLER POLICE SUPPLY	601.88
263108	*	000353	KNAPHEIDE TRUCK EQUIPMENT	495.55
263110	*	008607	LANZO TRENCHLESS TECHNOLOGIES NORTH	137,444.55
263111		MISC	LEVINE & SONS INC	1,000.00
263112		MISC	LIVE WELL CUSTOM HOMES LLC	21,400.00
263114		003264	MAIN FLOOR COVERING	4,050.00
263115		001417	MAJIK GRAPHICS INC	335.00
263116		MISC	MASTERWORKS CONTRACTING LLC	200.00
263117		005246	MATZKA INC	125.17
263118		008793	MERGE MOBILE, INC.	68.00
263119	*	008689	MERIDIAN CONTRACTING GROUP LLC	5,117.23
263121		001456	MICHIGAN ASSESSORS ASSOCIATION	100.00
263122		001660	MICHIGAN CAT	160.08
263123		001660	MICHIGAN CAT	3,680.47
263124		MISC	MILLCREEK CONSTRUCTION MANAGEMENT C	2,000.00
263125		MISC	MILO BUILDING CO	300.00
263126		MISC	MITCHCO CONSTRUCTION INC.	100.00
263127		008319	MKSK	6,622.26
263128		007163	MOBILE HEALTH RESOURCES	1,166.40

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Check Number	Early Release	Vendor #	Vendor	Amount
263130	*	003842	BRIGETTE MORAN	209.00
263131		MISC	MOSHER & ASSOCIATES LANDSCAPE DESIG	100.00
263133		002964	MR. GAS INC	180.00
263135	*	008957	BENJAMIN MYERS	82.30
263137	*	008203	NFPA CERTIFICATION DEPT	150.00
263139		MISC	OAKES ROOFING SIDING & WINDOWS INC	100.00
263140		008118	OAKLAND COUNTY	25.00
263142	*	004370	OCCUPATIONAL HEALTH CENTERS	743.00
263143	*	000481	OFFICE DEPOT INC	2,861.34
263144		MISC	PALERMO CONSTRUCTION	100.00
263145	*	008942	PAULY'S CHOP SHOP LAWN CARE & LANDS	600.00
263146		MISC	PEAS AND CARROTS HOSPITALITY LLC	100.00
263147		MISC	PELLA WINDOWS & DOORS, INC.	500.00
263148	*	000486	PLANTE & MORAN PLLC	4,108.50
263149	*	000801	POSTMASTER	2,207.36
263150		008925	THE PPS GROUP	59.49
263151		MISC	PREMIER PET SUPPLY	27.99
263152		MISC	PRM CUSTOM BUILDERS LLC	900.00
263153		002852	QMI GROUP INC	70.00
263154		001062	QUALITY COACH COLLISION LLC	1,704.55
263157	*	008871	JAMIE PILLOW ROBOTNIK	1,562.50
263158	*	002911	RUTH ROWLAND	94.83
263159	*	004202	SHRED-IT USA	255.92
263160	*	005128	SOCPPWA	20.00
263162	*	001005	STATE OF MICHIGAN	284.32
263163		005863	SUCCESS COMMUNICATIONS, INC.	594.00
263164		MISC	SULICH, ANDREW J	100.00
263166		MISC	SUPERIOR CUSTOM CONCRETE LLC	100.00
263167		MISC	SUPERIOR GLASS BLOCK	500.00
263168		MISC	SYNERGY LAWNSCAPE, LLC	100.00
263169		MISC	TEMPLETON BUILDING COMPANY	200.00
263171		MISC	TMOTHY THOMAS TAPERT	850.00
263174		MISC	VENETIAN MASONRY	100.00
263175	*	000158	VERIZON WIRELESS	851.52
263176	*	000158	VERIZON WIRELESS	126.59
263177	*	000158	VERIZON WIRELESS	153.35
263178		MISC	WALLSIDE INC	600.00
263179	*	000299	WEINGARTZ SUPPLY	93.12
263180		004802	WELTON RUBBER CO.	173.65
263181		MISC	WHALEN, DONALD	1,000.00
263183		003925	WIZBANG PRODUCTS CO	115.86
263184		008391	XEROX CORPORATION	73.16
SUBTOTAL PAPER CHECK				\$374,577.43

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
<u>ACH TRANSACTION</u>				
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	30,681.99
		002284	ABEL ELECTRONICS INC	317.94
	*	000517	BEIER HOWLETT P.C.	46,035.00
		007345	BEVERLY HILLS ACE	106.47
		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	72.94
		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	52,220.09
	*	000157	BOB ADAMS TOWING INC	300.00
		000956	DELTA TEMP INC	763.00
		000565	DORNBOS SIGN & SAFETY INC	458.65
		000207	EZELL SUPPLY CORPORATION	72.76
	*	000243	GRAINGER	73.39
		000331	HUBBELL ROTH & CLARK INC	35,831.09
		000261	J.H. HART URBAN FORESTRY	10,435.00
		003458	JOE'S AUTO PARTS, INC.	549.41
	*	000891	KELLER THOMA	449.12
	*	005550	LEE & ASSOCIATES CO., INC.	2,318.47
		006359	NYE UNIFORM COMPANY	999.36
		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	89,595.19
		006027	PENCHURA, LLC	430.82
		001181	ROSE PEST SOLUTIONS	71.00
		000254	SOCRRA	73,457.00
	*	001097	SOCWA	129,230.57
		001255	TEKNICOLORS INC	14.99
	*	000278	TROY AUTO GLASS CO INC	294.25
	*	000926	WRIGHT TOOL COMPANY	953.75
SUBTOTAL ACH TRANSACTION				\$475,732.25
GRAND TOTAL				\$850,309.68

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 12/19/2018

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
263185		MISC	330 HAMILTON LLC	100.00
263186		MISC	344 HAMILTON ROW LLC	200.00
263187		000855	48TH DISTRICT COURT	100.00
263188	*	000855	48TH DISTRICT COURT	1,000.00
263189	*	000855	48TH DISTRICT COURT	500.00
263190	*	000855	48TH DISTRICT COURT	100.00
263191	*	000855	48TH DISTRICT COURT	326,524.52
263192		MISC	AARON DWIGHT BAUGHEY	1,200.00
263193	*	005358	AARON'S EXCAVATING INC	2,850.00
263194	*	008226	KATHI ABELA	259.74
263196		MISC	ADVANCED HOMES INC	1,400.00
263197	*	003708	AIRGAS USA, LLC	212.37
263198	*	007329	ALL AMERICAN ARENA PRODUCTS LLC	206.72
263199		007745	ALL COVERED	1,192.00
263200		MISC	APEX ROOFING INC	100.00
263201	*	007033	APPLIED IMAGING	6,145.04
263202		MISC	ARTHUR A DERMER	100.00
263203	*	006759	AT&T	510.96
263204	*	006759	AT&T	1,458.18
263205	*	006759	AT&T	245.82
263206	*	006759	AT&T	174.91
263207	*	006759	AT&T	156.54
263208	*	006759	AT&T	138.25
263209		MISC	BABI CONSTRUCTION INC	181.83
263217		MISC	BCM HOME IMPROVEMENT	200.00
263219		MISC	BELLA DECKS LLC	100.00
263220		002231	BILLINGS LAWN EQUIPMENT INC.	99.87
263221	*	008503	BIRDIE IMAGING SUPPLIES, INC	2,969.60
263222		MISC	BIRMINGHAM PLBG CO INC	180.00
263224	*	003282	LISA MARIE BRADLEY	104.00
263225		MISC	BRANDYWINE CONSTRUCTION	100.00
263226		008179	BUCCILLI GROUP, LLC	12,342.00
263227	*	005289	BUSINESS CARD	135.00
263228	*	003907	CADILLAC ASPHALT, LLC	6,204.66
263231		MISC	CARDINAL PROPERTY SERVICES LLC	100.00
263232	*	008959	CASS COLLISION CLAWSON	1,170.20
263234		MISC	CEDAR PRESERVATION SYSTEMS LLC	200.00
263235		MISC	CEDAR WORKS INC	200.00
263237		MISC	CHRISTINE DALTON	123.75
263238	*	007710	CINTAS CORP	190.63
263239		000605	CINTAS CORPORATION	200.31
263239	*	000605	CINTAS CORPORATION	105.65

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Check Number	Early Release	Vendor #	Vendor	Amount
263240	*	001054	CITY OF TROY	304.67
263241	*	001318	CLOVERDALE EQUIPMENT CO	1,495.00
263242	*	008044	CLUB PROPHET	590.00
263243	*	004188	COFFEE BREAK SERVICE, INC.	84.00
263244	*	000627	CONSUMERS ENERGY	8,293.60
263245		008512	COOL THREADS EMBROIDERY	20.00
263246		MISC	CREATIVE BRICK PAVING & LANDSCAPING	100.00
263247		MISC	CURRAN DEVELOPMENT CO INC	300.00
263248		MISC	DANIEL JOSEPH LYNCH	400.00
263249		MISC	DAVID D CHESS	100.00
263250	*	000177	DELWOOD SUPPLY	100.17
263252	*	MISC	DG RESIDENTIAL SALES LLC	6,448.97
263253	*	007980	CURTIS DAVID DICHO	324.00
263254	*	003807	DOETSCH INDUSTRIAL SVCS INC	4,505.00
263255		MISC	DUNCAN, MARJORIE E	100.00
263259		MISC	EXTERIORS PLUS ALTERATIONS LLC	100.00
263262	*	008868	JULIA FRYKMAN	206.25
263263		000223	GASOW VETERINARY	212.00
263265		006384	GEOGRAPHIC INFORMATION SERVICES, IN	15,000.00
263266	*	004604	GORDON FOOD	351.35
263267		004878	GOVERNMENT FINANCE OFFICERS	150.00
263268	*	000245	GREAT LAKES POPCORN CO	151.90
263269		000249	GUARDIAN ALARM	235.14
263270		MISC	GUFFEY, DOUGLAS ANDREW	200.00
263272	*	006799	NATALIA HAASE	585.00
263273		MISC	HELLER & ASSOCIATES	500.00
263275		MISC	HUGHES BUILDING LLC	37.50
263276		MISC	HURCHES-SHELL LLC	100.00
263277	*	000948	HYDROCORP	1,315.00
263278	*	001204	ICMA	854.30
263279	*	000984	INTERNATIONAL CONTROLS	250.00
263280		MISC	IRONGATE OF BIRMINGHAM LLC	200.00
263281	*	008457	ITALIA CONSTRUCTION	46,375.67
263282	*	008088	J'S SILKSCREENS LLC	150.00
263284		MISC	JEREMY SHAW	100.00
263285	*	001579	MARC JEWELL	5.00
263286		MISC	JOHN MCCARTER CONSTRUCTION LLC	100.00
263287	*	003746	JOHNSTON LEWIS ASSO INC	11,326.00
263289	*	007827	HAILEY R KASPER	180.00
263290		MISC	KASTLER CONSTRUCTION INC	500.00
263291		MISC	KEARNS BROTHERS INC	200.00
263292		MISC	KELLY BUILDING & DEVELOPMENT CO LLC	100.00
263293	*	004088	KGM DISTRIBUTORS INC	268.00

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Check Number	Early Release	Vendor #	Vendor	Amount
263294	*	007828	DEBORAH KLEIN	2,755.00
263295	*	007511	ADAM KNOWLES	44.50
263296	*	000352	JILL KOLAITIS	4,192.85
263298		MISC	LAVANAWAY SIGNS	100.00
263299		MISC	LEVINE & SONS INC	79.56
263304	*	003945	SANDRA LYONS	312.00
263305		008551	M & K TRUCK CENTERS	399.36
263306		004855	MAMC	120.00
263307	*	007354	ALIS MANOOGIAN	247.50
263308	*	MISC	MAPLE GAS PROPERTY LLC &	3,773.45
263309		MISC	MARIANNE JONES LLC	1,050.00
263311		MISC	MASSIMO D AGOSTINO	200.00
263312		MISC	MATTHEW NEWMAN	200.00
263313		MISC	MATTHEW W ROSS CONST LLC	100.00
263314		000888	MCKENNA ASSOCIATES INC	42,360.00
263316		008392	MICHIGAN FIRE TRAINING CONSULTANTS	800.00
263317		007765	MICHIGAN INDEPENDENT DOOR CO.	674.50
263318	*	008279	MICHIGAN MUNICIPAL EXECUTIVES	135.00
263322		000230	MIKE SAVOIE CHEVROLET INC	1,265.00
263323		MISC	MILLCREEK CONSTRUCTION MANAGEMENT C	2,000.00
263324	*	008869	HALLE MISRA	135.00
263325		007163	MOBILE HEALTH RESOURCES	1,308.30
263326		000972	MOORE MEDICAL LLC	545.71
263327		007703	MIKE MORIN	178.95
263328		MISC	MRJ SIGN COMPANY LLC	200.00
263329		005662	MWEA	135.00
263330	*	002251	MYERS TIRE - INDIANAPOLIS #42	95.76
263331		008437	NAGY DEVLIN LAND DESIGN LLC	1,200.00
263333		MISC	NICHOLAS FREUND BUILDING LLC	500.00
263334		MISC	NIGHTINGALE COMPANY	600.00
263335	*	001864	NOWAK & FRAUS ENGINEERS	621.00
263336		002853	OAKLAND COMMUNITY COLLEGE	125.00
263337		004110	OAKLAND COMMUNITY COLLEGE	790.00
263338	*	000477	OAKLAND COUNTY	728,736.05
263339		008214	OAKLAND COUNTY WATER DEPARTMENT	5,588.72
263342		008669	OHM ADVISORS	1,233.63
263344		MISC	PARAGON LABORATORIES	98.00
263346	*	001753	PEPSI COLA	502.98
263347	*	008225	DIANA PERAINO	363.48
263348	*	008964	JAYNE PETERSEN	232.50
263349		001277	PHYSIO-CONTROL CORP.	365.50
263351		002518	PITNEY BOWES INC	195.00
263352	*	008901	PLANTE & MORAN CRESA, LLC	7,065.95

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Check Number	Early Release	Vendor #	Vendor	Amount
263354		MISC	QUALITY SIGN	100.00
263355		MISC	RAUCKIS, MARIUS	200.00
263356		MISC	RENEWAL BY ANDERSEN	1,000.00
263357		MISC	RENEWAL BY ANDERSEN LLC	500.00
263358	*	005344	RESERVE ACCOUNT	8,000.00
263359		MISC	RHI INC	200.00
263360		MISC	RICHARD KEITH WIAND	100.00
263361		MISC	RJP CONSULTING	100.00
263362	*	008871	JAMIE PILLOW ROBOTNIK	1,627.50
263363		MISC	ROCK BUILDING COMPANY INC	2,000.00
263364		MISC	ROCKWORKS LLC	200.00
263365		MISC	ROGERS, SUSAN H	100.00
263367	*	003365	EDWARD ROSETT	160.00
263368		000221	RUSSELL HARDWARE COMPANY	19.32
263369		MISC	S & A CONCRETE CONSTRUCTION INC	100.00
263370		MISC	SALEM DESIGN & CONSTRUCTION	100.00
263371	*	002806	SAM'S CLUB/SYNCHRONY BANK	1,127.14
263372		MISC	SARA CAMPBELL, LTD	100.00
263373		MISC	SCOTT QUALITY HOMES II LLC	100.00
263374	*	002051	SEAWAY PAINTING LLC	26,375.00
263377		MISC	SIGNS & MORE	100.00
263378	*	008073	SITEONE LANDSCAPE SUPPLY, INC	262.08
263379		MISC	SMOLYANOV HOME IMPROVMENT	100.00
263380		005787	SOUTHEASTERN EQUIPMENT CO. INC	695.82
263382		MISC	SPACE CARE INC	200.00
263383		005364	STATE OF MICHIGAN-MDOT	4,265.75
263384		MISC	STEVE'S CONCRETE	100.00
263385	*	006749	SUPERIOR SCAPE, INC	33,448.00
263386		MISC	T-MOBILE CENTRAL LLC	100.00
263387		008944	THE PRINT STOP, INC.	600.00
263388		MISC	THE THOMAS COMPANY & SONS INC	200.00
263390	*	MISC	TIM DAVIS	350.00
263391		000275	TIRE WHOLESALERS CO INC	119.67
263393		MISC	TRADEMARK BUILDING COMPANY INC	200.00
263394		MISC	TRADEMARK CONSTRUCTION SERVICES	400.00
263395		MISC	TRESNAK CONSTRUCTION INC	100.00
263396		MISC	TRI PHASE COMMERCIAL CONST LLC	500.00
263397	*	005481	TRI-COUNTY INTL TRUCKS, INC.	504.93
263399		MISC	UNITED BUILDING SERVICE	200.00
263400	*	000293	VAN DYKE GAS CO.	542.60
263401	*	000158	VERIZON WIRELESS	90.12
263402	*	000158	VERIZON WIRELESS	152.04
263403	*	000158	VERIZON WIRELESS	1,290.78

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Check Number	Early Release	Vendor #	Vendor	Amount
263404	*	000158	VERIZON WIRELESS	389.58
263405	*	000158	VERIZON WIRELESS	426.92
263406		MISC	VESTEVICH, MARK	100.00
263407		MISC	VESTEVICH, MARK T	300.00
263408		MISC	VICTORS HOME IMPROVEMENT LLC	100.00
263409		MISC	VILLANOVA CONSTRUCTION CO	100.00
263410		MISC	VOILA BOUTIQUE	100.00
263411		MISC	WALLSIDE INC	500.00
263412		008963	KELLY WEIER	450.00
263414	*	007355	LINDSAY WILLEN	636.48
263415	*	008915	WILLIAMS REFRIGERATION & HEATING	179.00
263416	*	008387	LOGAN WONFOR	75.00
263417		008391	XEROX CORPORATION	1,556.48
263417	*	008391	XEROX CORPORATION	113.03
263420		MISC	ZAREMBA & COMPANY	100.00
SUBTOTAL PAPER CHECK				\$1,376,183.56
<u>ACH TRANSACTION</u>				
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	62,018.68
		002284	ABEL ELECTRONICS INC	85.00
		007345	BEVERLY HILLS ACE	113.27
	*	007345	BEVERLY HILLS ACE	22.47
		001035	DOUGLASS SAFETY SYSTEMS LLC	325.03
	*	001077	DUNCAN PARKING TECH INC	6,177.60
	*	007807	G2 CONSULTING GROUP LLC	10,901.75
		001023	GABRIEL, ROEDER, SMITH & CO.	15,550.00
	*	000243	GRAINGER	73.39
		001672	HAYES PRECISION INC	51.00
		000331	HUBBELL ROTH & CLARK INC	10,063.08
		000261	J.H. HART URBAN FORESTRY	15,954.00
		000186	JACK DOHENY COMPANIES INC	262.00
	*	000186	JACK DOHENY COMPANIES INC	156.00
		003458	JOE'S AUTO PARTS, INC.	40.48
		006359	NYE UNIFORM COMPANY	507.65
	*	006027	PENCHURA, LLC	215.41
		000478	ROAD COMM FOR OAKLAND CO	3,156.74
	*	000478	ROAD COMM FOR OAKLAND CO	12.03
	*	000306	WOLVERINE CONTRACTORS INC	899.50
SUBTOTAL ACH TRANSACTION				\$126,585.08

City of Birmingham
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Meeting of 01/14/2019

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$1,502,768.64

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 01/03/2019

Meeting of 01/14/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
263421	*	000855	48TH DISTRICT COURT	100.00
263422	*	002991	55TH DISTRICT COURT	200.00
263423		MISC	ALBAUGH MASONRY STONE AND TILE	100.00
263424	*	007696	AMERICAN CLEANING COMPANY LLC	1,350.00
263425		MISC	AMERICAN STANDARD ROOFING	100.00
263426		MISC	ANNE DENNIS	100.00
263427	*	006759	AT&T	238.43
263428	*	006759	AT&T	393.56
263430	*	006759	AT&T	132.15
263431	*	006759	AT&T	156.54
263432		003012	BATTERIES PLUS	101.74
263433	*	001086	CITY OF BIRMINGHAM	339.96
263434		002588	THE BLIND FACTORY INC	160.00
263435		MISC	BLUE STAR	2,500.00
263436		MISC	BOURKE	200.00
263437		000431	BRESSER'S INFORMATION SERVICE	810.00
263438		MISC	C & M LANDSCAPING	100.00
263439	*	007732	CAPITAL TIRE, INC.	511.36
263440		000444	CDW GOVERNMENT INC	6,730.47
263441		007134	CERTIFIED POWER, INC	695.08
263442		001718	CHIEF SUPPLY CORPORATION	675.00
263443		000605	CINTAS CORPORATION	248.39
263445	*	000912	MARK CLEMENCE	1,548.80
263446		008955	COMCAST	254.85
263446	*	008955	COMCAST	156.06
263447	*	000627	CONSUMERS ENERGY	3,367.97
263448		001367	CONTRACTORS CONNECTION INC	461.70
263449		008512	COOL THREADS EMBROIDERY	585.92
263450		008582	CORE & MAIN LP	138.76
263451		MISC	COUNTRYSIDE CONSTRUCTION COMPANY, I	100.00
263452		MISC	CRANBROOK CONSTRUCTUAL SERVICES	100.00
263453		MISC	DALE JOSEPH BARTOY	200.00
263454		000177	DELWOOD SUPPLY	57.37
263455		008641	DINGES FIRE COMPANY	97.14
263456	*	008966	DON'S ELECTRIC	1,000.00
263457	*	008501	DOWNTOWN IDEA EXCHANGE	198.50
263458	*	000179	DTE ENERGY	22,766.19
263459	*	000180	DTE ENERGY	8,242.06
263460		005322	DTE ENERGY COMPANY	7,316.54
263460	*	005322	DTE ENERGY COMPANY	1,274.99
263461		MISC	DUNN, WILLIAM A	1,000.00
263462		000493	ED RINKE CHEVROLET BUICK GMC	2,611.33

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Check Number	Early Release	Vendor #	Vendor	Amount
263463		004671	ELDER FORD	1,783.96
263464		MISC	ELIE WINE COMPANY	300.00
263465		MISC	ENERDYNAMIC LLC	100.00
263466		MISC	ESSCO DEVELOPMENT	100.00
263467		MISC	EVER-DRY OF SOUTHEASTERN MI	200.00
263468		MISC	EVOLUTION POOLS	100.00
263469	*	007366	FIRST ADVANTAGE OCCUPATIONAL	15.00
263470		MISC	FIRST CHOICE BUILDING & MAINTENANCE	1,000.00
263471		MISC	FRANK H QUINN II LVNG TRUST	2,000.00
263472		007172	GARY KNUREK INC	153.00
263473	*	008648	HUNTER GILICK	25.00
263474	*	004604	GORDON FOOD	168.26
263475	*	004983	GREAT AMERICAN BUSINESS PRODUCTS	358.20
263476		MISC	GREAT LAKES ROOFING, INC	200.00
263478		001377	HAGOPIAN CLEANING SERVICES	1,214.00
263479		001447	HALT FIRE INC	200.80
263480		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,080.42
263481	*	001415	HORNUNG'S PRO GOLF SALES INC	152.06
263482		002407	J & B MEDICAL SUPPLY	862.20
263483		MISC	J S VIG CONSTRUCTION COMPANY	500.00
263484	*	007870	J.C. EHRLICH CO. INC.	40.00
263485		MISC	JARED CARRIER	90.00
263486	*	002576	JAX KAR WASH	338.75
263487		MISC	JBE MANAGEMENT LLC	300.00
263488		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	291.85
263489		MISC	JONNA LUXURY HOMES	200.00
263490		MISC	K & D PHILLIPS CO	764.78
263491	*	MISC	KATIE LEE	140.00
263492		MISC	KEARNS BROTHERS INC	100.00
263493	*	008958	KVM DOOR SYSTEMS, INC.	1,721.00
263494	*	005327	L3 TECHNOLOGIES, INC.	290.00
263495		MISC	LADY JANE'S HAIRCUTS FOR MEN	20,000.00
263496		MISC	LADY JANE'S HOLDING COMPANY LLC	300.00
263497		008518	LERMA, INC	60.00
263498		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	219.40
263499	*	008158	LOGICALIS INC	9,700.00
263501		MISC	MANAGEMENT RESOURCE SYSTEMS	500.00
263502	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
263503		MISC	MASTERWORKS CONTRACTING LLC	200.00
263504		008477	MEDIANEWS - 21CM ADVERTISING	1,145.90
263505	*	000377	MICHIGAN MUNICIPAL LEAGUE	107.40
263508	*	007659	MICHIGAN.COM #1008	130.00
263509	*	006461	MID AMERICA RINK SERVICES	302.50

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Check Number	Early Release	Vendor #	Vendor	Amount
263510		000230	MIKE SAVOIE CHEVROLET INC	77.72
263511	*	001950	MILLER CANFIELD PADDOCK AND	3,690.00
263512	*	000972	MOORE MEDICAL LLC	1,052.76
263513	*	006371	MPELRA	50.00
263514		MISC	MR. ROOF HOLDING CO., LLC	100.00
263516		007755	NETWORK SERVICES COMPANY	55.81
263517	*	004370	OCCUPATIONAL HEALTH CENTERS	48.00
263518	*	000481	OFFICE DEPOT INC	179.30
263519	*	002767	OSCAR W. LARSON CO.	235.00
263520		MISC	PELLA WINDOWS & DOORS, INC.	600.00
263521		MISC	PELLEGATA LANDSCAPING & DESIGN, INC	100.00
263523		MISC	PREMIER PET SUPPLY	70.97
263524		004476	QUALITY FIRST AID AND SAFETY INC.	162.40
263525	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
263526		MISC	RENAISSANCE RESTORATIONS INC	500.00
263527		MISC	RENEWAL BY ANDERSEN	500.00
263528		MISC	RENEWAL BY ANDERSEN LLC	500.00
263530		MISC	ROBERT R BRANDS	100.00
263531		MISC	ROMA CEMENT	200.00
263532		MISC	ROMA CEMENT CO INC	200.00
263533	*	000218	ROYAL OAK P.D.Q. LLC	110.31
263535		008939	SAVOX COMMUNICATIONS, INC.	2,952.06
263536		000758	SCHOOLCRAFT COLLEGE	325.00
263537	*	001551	SESAC	417.00
263538		MISC	SIGNAL RESTORATION SERVICES	600.00
263540	*	007907	SP+ CORPORATION	4,540.00
263541		002809	STATE OF MICHIGAN	747.00
263542		MISC	STUART FRANKEL DEVELOPMENT COMPANY	200.00
263543	*	004355	SYMETRA LIFE INSURANCE COMPANY	33,639.41
263544		MISC	TECHHOME BUILDING CO., LLC	2,500.00
263545		MISC	TRADEMARK CONSTRUCTION SERVICES	500.00
263546	*	002406	U.S. TARGET INC	113.40
263547	*	008411	VARIPRO	786.00
263548	*	000158	VERIZON WIRELESS	849.62
263549		MISC	VICTOR TALIA ARCHITECTURE LLC	550.00
263550		MISC	WALLSIDE INC	500.00
263551	*	001536	JEFFREY WHIPPLE	248.04
263552	*	005794	WINDSTREAM	724.12
263553		MISC	WOLF, SYDNEY	100.00
263554	*	003890	LAUREN WOOD	525.00
SUBTOTAL PAPER CHECK				\$182,754.11
<u>ACH TRANSACTION</u>				
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	22,820.96

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Check Number	Early Release	Vendor #	Vendor	Amount
		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	1,850,294.07
		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	720,109.77
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	27,628.85
		002284	ABEL ELECTRONICS INC	214.00
	*	007345	BEVERLY HILLS ACE	37.79
	*	006380	C & S ICE RESURFACING SERVICES, INC	333.26
		000956	DELTA TEMP INC	290.97
	*	000956	DELTA TEMP INC	1,450.55
		000565	DORNBOS SIGN & SAFETY INC	917.29
		000207	EZELL SUPPLY CORPORATION	298.63
		008851	INSIGHT INVESTMENT	4,871.44
		003458	JOE'S AUTO PARTS, INC.	359.94
		005876	KROPF MECHANICAL SERVICE COMPANY	1,397.88
	*	005550	LEE & ASSOCIATES CO., INC.	131.21
		006359	NYE UNIFORM COMPANY	382.00
	*	003554	RKA PETROLEUM	10,665.33
	*	000273	TERMINAL SUPPLY CO.	275.49
SUBTOTAL ACH TRANSACTION				\$2,642,479.43
GRAND TOTAL				\$2,825,233.54

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 01/09/2019

Meeting of 01/14/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
263556	*	000855	48TH DISTRICT COURT	100.00
263557	*	000855	48TH DISTRICT COURT	100.00
263558	*	000855	48TH DISTRICT COURT	100.00
263559	*	000855	48TH DISTRICT COURT	100.00
263560	*	000855	48TH DISTRICT COURT	100.00
263561	*	000855	48TH DISTRICT COURT	100.00
263562	*	000855	48TH DISTRICT COURT	100.00
263563	*	000855	48TH DISTRICT COURT	100.00
263564	*	000855	48TH DISTRICT COURT	100.00
263565	*	000855	48TH DISTRICT COURT	89.00
263566	*	000855	48TH DISTRICT COURT	100.00
263567	*	000855	48TH DISTRICT COURT	100.00
263568	*	000855	48TH DISTRICT COURT	100.00
263569		000394	AERO FILTER INC	165.00
263570	*	008246	ANCHOR BAY POWDER COAT, LLC	3,400.00
263571		003946	ARAMARK	163.93
263573		000500	ARTECH PRINTING INC	1,284.00
263574	*	006759	AT&T	189.23
263575	*	006759	AT&T	80.35
263576	*	006759	AT&T	80.35
263577	*	006759	AT&T	147.15
263578	*	006759	AT&T	74.37
263579	*	007216	AT&T	95.23
263580		MISC	BARBARA SAIGH CHUDIK	700.00
263581		003012	BATTERIES PLUS	14.17
263582		000522	BIG BEAVER PLUMBING, HEATING INC.	250.00
263583		006683	BIRMINGHAM LAWN MAINTENANCE	17,053.00
263584		001201	BIRMINGHAM YOUTH ASSISTANCE	9,367.37
263585	*	001086	CITY OF BIRMINGHAM	254.76
263586	*	006953	JACQUELYN BRITO	37.00
263589		007732	CAPITAL TIRE, INC.	133.02
263590	*	000444	CDW GOVERNMENT INC	478.21
263591		007134	CERTIFIED POWER, INC	1,006.89
263592		008306	CHARTER TOWNSHIP OF BLOOMFIELD	519.36
263593		MISC	CHRISTINE HARRISS	100.00
263594		000605	CINTAS CORPORATION	119.29
263595	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,383.49
263596	*	008044	CLUB PROPHET	590.00
263597	*	MISC	COLLIERS INTERNATIONAL	17,312.01
263598	*	008955	COMCAST	480.45
263600		001751	COMERICA BANK	151.84
263602		002668	CONTRACTORS CLOTHING CO	1,457.46

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
263603		008582	CORE & MAIN LP	245.68
263606		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
263607		000177	DELWOOD SUPPLY	6.52
263608	*	003807	DOETSCH INDUSTRIAL SVCS INC	70,102.39
263610	*	007538	EGANIX, INC.	720.00
263612	*	008969	EXLTERRA, INC.	2,000.00
263613	*	000936	FEDEX	97.64
263614		007172	GARY KNUREK INC	845.87
263617		000249	GUARDIAN ALARM	235.14
263618		001531	GUNNERS METER & PARTS INC	720.00
263619		MISC	HARTFORD ROOFING & WARRANTY CO LLC	100.00
263620		007339	HIGHEST HONOR, INC	170.00
263621	*	001836	HISTORICAL SOCIETY OF MICHIGAN	49.00
263622	*	001956	HOME DEPOT CREDIT SERVICES	1,485.33
263624		000948	HYDROCORP	1,315.00
263627		000340	INDUSTRIAL BROOM SERVICE, LLC	625.75
263628	*	008441	INTERNATIONAL CODE COUNCIL, INC	24,722.00
263629		008917	JONES LANG LASALLE AMERICAS, INC.	19,747.00
263630		007423	K/E ELECTRIC SUPPLY	220.44
263631		004085	KONE INC	22,450.98
263632	*	000362	KROGER COMPANY	28.93
263634		MISC	MICHIGAN GREEN INDUSTRY ASSOCIATION	80.00
263635	*	008279	MICHIGAN MUNICIPAL EXECUTIVES	280.00
263638		000646	STATE OF MICHIGAN	230.00
263639		000230	MIKE SAVOIE CHEVROLET INC	316.46
263641		007915	NENA	142.00
263642		007755	NETWORK SERVICES COMPANY	277.44
263643	*	007856	NEXT	26,200.00
263646		001864	NOWAK & FRAUS ENGINEERS	4,880.00
263647		MISC	OAKES ROOFING SIDING & WINDOWS INC	200.00
263648		MISC	OAKES, GARY B	600.00
263649		001686	OAKLAND CO CLERKS ASSOC	50.00
263650		003461	OBSERVER & ECCENTRIC	228.06
263651	*	004370	OCCUPATIONAL HEALTH CENTERS	621.00
263652	*	000481	OFFICE DEPOT INC	1,690.97
263653		002767	OSCAR W. LARSON CO.	1,280.00
263653	*	002767	OSCAR W. LARSON CO.	500.00
263654		006625	PACIFIC TELEMAGEMENT SERVICES	78.00
263655	*	001341	PIFER GOLF CARS INC	200.00
263657	*	000801	POSTMASTER	225.00
263658		008974	PREMIER PET SUPPLY	70.97
263659		MISC	PUBLIC GRANTS & TRAINING INITIATIVE	621.50
263660		006729	QUENCH USA INC	289.00

City of Birmingham
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Meeting of 01/14/2019

Check Number	Early Release	Vendor #	Vendor	Amount
263661		004137	R & R FIRE TRUCK REPAIR INC	668.86
263662		MISC	RENEWAL BY ANDERSEN	100.00
263663		MISC	ROBERT R BRANDS	100.00
263665	*	001824	SOCIETY FOR HUMAN RESOURCE MGMNT	582.00
263667		000265	STEEL EQUIPMENT CO.	3,240.00
263668	*	008507	SUPERFLEET MASTERCARD PROGRAM	443.33
263669	*	004355	SYMETRA LIFE INSURANCE COMPANY	34,217.47
263670		MISC	THOMAS SEBOLD & ASSOCIATES, IN	200.00
263671	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	20,414.83
263673	*	000158	VERIZON WIRELESS	126.25
263675	*	000158	VERIZON WIRELESS	76.02
263676	*	000158	VERIZON WIRELESS	194.79
263677	*	000158	VERIZON WIRELESS	152.01
263678	*	000158	VERIZON WIRELESS	928.90
263680		MISC	WILLIAM A DUNN	4,392.00
SUBTOTAL PAPER CHECK				\$309,335.21
<u>ACH TRANSACTION</u>				
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	13,869.97
		002284	ABEL ELECTRONICS INC	1,698.92
		002679	ANCHOR WIPING CLOTH CO	180.00
		007345	BEVERLY HILLS ACE	14.38
	*	000157	BOB ADAMS TOWING INC	55.00
	*	004232	DEARBORN LITHOGRAPH INC	15,238.00
	*	001077	DUNCAN PARKING TECH INC	1,800.00
		000995	EQUATURE	7,483.38
		007314	FLEIS AND VANDENBRINK ENG. INC	6,036.00
		007807	G2 CONSULTING GROUP LLC	5,281.25
		000243	GRAINGER	40.35
		000331	HUBBELL ROTH & CLARK INC	5,257.62
	*	007465	IN-HOUSE VALET INC	3,750.00
		000261	J.H. HART URBAN FORESTRY	14,884.50
	*	000261	J.H. HART URBAN FORESTRY	7,415.00
		003458	JOE'S AUTO PARTS, INC.	228.35
	*	000891	KELLER THOMA	573.95
	*	005550	LEE & ASSOCIATES CO., INC.	379.76
		006359	NYE UNIFORM COMPANY	2,371.50
		001181	ROSE PEST SOLUTIONS	71.00
		000254	SOCRRA	64,056.00
	*	001097	SOCWA	129,046.96
		000273	TERMINAL SUPPLY CO.	141.90
		002037	TOTAL ARMORED CAR SERVICE, INC.	736.27
	*	004320	TRI-COUNTY POWER RODDING, INC	165.00
		000969	VIGILANTE SECURITY INC	275.00

City of Birmingham
Warrant List Dated 01/09/2019

Meeting of 01/14/2019

Check Number	Early Release	Vendor #	Vendor	Amount
SUBTOTAL ACH TRANSACTION				\$281,050.06
GRAND TOTAL				\$590,385.27

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: December 5, 2018

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: 2019 Memorial Day Service – May 27, 2019

INTRODUCTION:

The Birmingham Memorial Day Committee submitted a Special Event application to hold the 2019 Memorial Day Service in Shain Park May 27, 2019 at 10:00-11:00 am. Set-up for the event is scheduled for May 27th at 9 am.

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 May in Birmingham, and do not pose a conflict for this event:

Farmers Market Celebrate Birmingham	Sundays	Lot 6
Birmingham Hometown Parade & party	May 19	Shain Park & city streets
Art Birmingham	May 10-12	Shain Park & city streets
Village Fair (application not received)	May 29-	Shain Park & city streets
	June 2 (tentative)	

LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the 2019 Memorial Day Service to be held May 27, 2019 from 10:00-11:00 am, with set-up to begin at 9:00 am. Tear-down will begin at the conclusion of the event on that day.

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 December 3, 2018. Notification addresses are on file in the Clerk's Office.
3. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Memorial Day Committee to hold the Memorial Day Service in Shain Park on May 27, 2019 from 10:00 – 11:00 am, 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.

1/14/2019

#19-00011355

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

- Incomplete applications will not be accepted.
- Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event

FEES: **FIRST TIME EVENT:** **\$200.00**
 ANNUAL APPLICATION FEE: **\$165.00**

(Please print clearly or type)

Date of Application OCTOBER 19, 2018

Name of Event BIRMINGHAM MEMORIAL DAY SERVICE

Detailed Description of Event (attach additional sheet if necessary) PATRIOTIC RECOGNITION OF THE DAY, INTRODUCTION OF VETERANS, PRESENTATIONS BY MAYOR, STATE REP AND B'HAM MUSEUM REP. INCLUDES BCB "ENTERTAINERS" AND PATRIOTIC MUSIC.

Location SHAIN PARK

Date(s) of Event MAY 27, 2019 Hours of Event 10-11AM

Date(s) of Set-up SAME Hours of Set-up 9AM

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

Date(s) of Tear-down SAME Hours of Tear-down 11AM

Organization Sponsoring Event BIRMINGHAM MEMORIAL DAY COMMITTEE

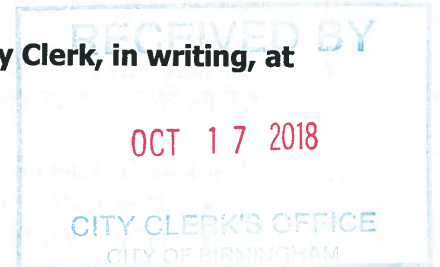
Organization Address 1267 TWIN MAPLES LANE, Bld. Hills 48301

Organization Phone 248.258.9007

Contact Person BRUCE W. MILLER

Contact Phone 248.258.9007

Contact Email SPARTAN70@SBCGLOBAL.NET



II. EVENT INFORMATION

1. Organization Type 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.) GENERAL PUBLIC

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 EVENT

5. Total number of people expected to attend per day 300+
6. The event will be held on the following City property: (Please list)
☐ Street(s) _____
☐ Sidewalk(s) _____
☐ Park(s) SHAIN PARK
7. Will street closures be required? YES ☐ NO ☒
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]
8. What parking arrangements will be necessary to accommodate attendance? NONE

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

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

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 10 AM
Time music will end 11 AM
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 \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	___ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System	1	\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO
(show location of each on map) NOTE: Stakes are not allowed.

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Banana Mill
EVENT DATE May 27, 2019

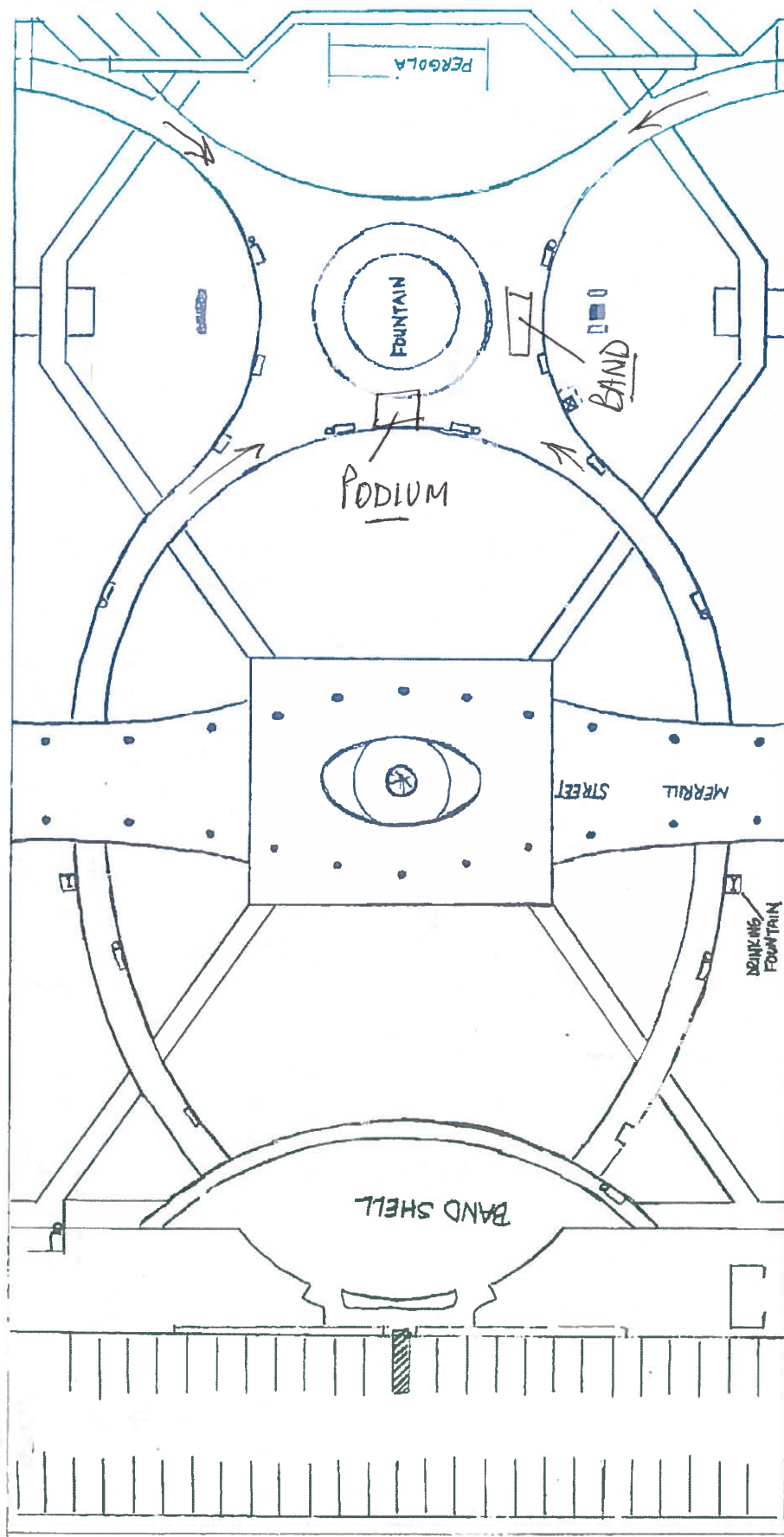
The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Banana Mill 17 Oct '18
Signature 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.



MARTIN STREET

TOWNSEND STREET

HENRIETTA STREET

[illegible]

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.



SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS

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

NAME OF EVENT: Memorial Day Ceremony
LOCATION: Shain Park
DATES/TIMES: Monday, May 27, 2019
10:00 AM

DATE/TIME OF CITY COMMISSION MEETING: Monday, January 14, 2019, 7:30PM
The city commission meets in room 205 of the Municipal Building at 151 Martin. 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).

EVENT ORGANIZER: Birmingham Memorial Day Committee
Event day contact: 248-258-9007

TO MANAGERS OF BUILDINGS CONTAINING MORE THAN ONE UNIT: PLEASE POST THIS NOTICE AT THE MAIN ENTRANCE TO YOUR BUILDING.



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DEPARTMENT APPROVALS

EVENT NAME 2019 Memorial Day Service

LICENSE NUMBER #19-00011355

COMMISSION HEARING DATE: 1/14/19

NOTE TO STAFF: Please submit approval by **12/1/18**

DATE OF EVENT: 5/27/19

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	BC	No Costs/No Comments			
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	\$0
POLICE 101-000.000.634.0003 248.530.1870	SG	No costs/No comments		\$0	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL 11/14/2018	Audio Equipment, Podium and Chairs will be provided.		\$0	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No Engineering Department Involvement	None	\$0	\$0
SP+ PARKING	A.F.	Emailed information to SP+ on 11/19/18			

INSURANCE 248.530.1807	CA	City event	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notifications mailed on 12/3/18. 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 (city event).	Applications for vendors license must be submitted no later than N/A.	\$165 (waived-City event)	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

Rev. 11/26/18

h:\shared\special events\general information\approval page.doc



Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Board of Zoning Appeals

Francis Rodriguez <francis@korolaw.com>

Thu, Dec 13, 2018 at 1:51 PM

To: Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Cherilynn,

This email serves as notice of my resignation as an alternate member of the Board of Zoning Appeals. Thanks.

Sent from my iPhone

Francis N. Rodriguez
Kostopoulos Rodriguez, PLLC
[550 W. Merrill St., Ste. 100](#)
[Birmingham, MI 48009](#)
P 248.268.7800
F 248.268.7882
C 248.631.7933
francis@korolaw.com
korolaw.com

[Quoted text hidden]

SUGGESTED RESOLUTION:

To accept the resignation of Francis Rodriguez from the Board of Zoning Appeals as an alternate member, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.



Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Appointments to Birmingham Boards Delayed

Alexander Jerome <asjerome@gmail.com>

Fri, Dec 14, 2018 at 1:44 PM

To: Cherilynn Mynsberge <cmynsberge@bhamgov.org>

Dear Cherilynn,

Thank you for the information and I look forward to hearing from you next week. Also, please accept this email as my resignation from the Housing Board of Appeals.

Best regards,

Alex Jerome

[Quoted text hidden]

SUGGESTED RESOLUTION:

To accept the resignation of Alex Jerome from the Housing Board of Appeals, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

4H

DATE: January 4, 2019

TO: Joseph A. Valentine, City Manager

FROM: Leslie Pielack, Museum Director
Carlos Jorge, Maintenance Supervisor

SUBJECT: Roof Repair/Replacement; Allen and Hunter Houses

INTRODUCTION:

The roofs of the Allen and Hunter Houses are in need of repair and shingle replacement. At the time of the siding work on the Allen House in 2017, the historical architect specified the roofing shingle to be used for spot replacement around the dormers of the house as part of that project, and some repair of the roof decking and flashing was also undertaken as she specified according to required standards for historic properties. The Allen House roof is approximately 30 years old and in need of complete repair/replacement; its full repair/replacement was deferred to FY 2018-2019. The Hunter House roof is of a similar age and type and is also in need of repair/replacement, and the historical architect has provided guidance to use the same type of shingle for that roof. Using the same contractor for both the Hunter House and Allen House as a combined project will keep project costs efficient and make best use of resources. Funds were planned accordingly in the 2018-2019 Budget to replace both roofs.

BACKGROUND:

The Allen and Hunter Houses are historic properties within the city's Mill Pond Historic District and subject to the Secretary of Interior Standards for the preservation of historic properties and Historic District Commission project review and approval. In preparation for the Allen House siding project in 2017, historical architect Jackie Hoist of H2A Architects specified methods and materials to repair/replace the existing roofing materials, indicating the type and quality of asphalt shingle to be used. Ms. Hoist also consulted the Michigan State Historic Preservation Office in regards to the Allen House roof, which concurred with her recommendation. The Historic District Commission reviewed the replacement roofing as part of the overall Allen House siding and trim project requirements, which was approved unanimously on July 19, 2017. Accordingly, the spot replacement of roof materials on the Allen House was installed per specifications and the project was completed in December, 2017.

To facilitate planning for the expected completion of the Allen and Hunter House roof replacements, Ms. Hoist recommended using the same approved materials for the entire Allen House roof, and furthermore recommended that the asphalt shingles she had specified for the Allen House would also be appropriate for the Hunter House roof. The Museum Board

was in agreement to pursue the approach recommended by Ms. Hoist, and received regular updates regarding RFP development, bidding process, and expected project timeframe.

As both roofs are replacing existing asphalt roofs with like materials and methods, and had previously been approved by the Historic District Commission for use on the Allen House, Senior Planner Matthew Baka provided administrative approval for the complete roof replacement of both houses using the architect-specified materials.

A Request for Proposals was issued and three proposals were received to complete both roofs. City staff verified references and the ability for the firm to complete the project as outlined in the RFP. The Museum Board was apprised of the outcome of the bidding process and in agreement with staff recommendations that Great Lakes Roofing Inc. met all the requirements for the project and was the lowest bid at \$ 35,007.00.

House/Firms	WeatherSeal Home Improvements	Meridian Contracting Group	Great Lakes Roofing, Inc.
Allen	\$ 41, 228.00	\$ 27,280.00	\$ 24,287.00
Hunter	\$ 8,343.00	\$ 17,976.00	\$ 8,020.00
Total Cost	<u>\$ 51,571.00</u>	<u>\$ 45,256.00</u>	<u>\$ 35,007.00</u>

LEGAL REVIEW:

City Attorney Tim Currier has provided a legal review of the contract agreement for Roof Repair/Replacement of Allen and Hunter Houses with Great Lakes Roofing, Inc.

FISCAL IMPACT:

Funds were budgeted for this project in the 2018-2019 Budget, under the Allen House Capital improvement account, 401-804.002-977.0000 and the Hunter House Capital improvement account, 401-804.001-977.0000.

SUMMARY

In light of the project specifications and review of the proposals received in response to the Request for Proposals for Roofing Repair/Replacement of Allen House and Hunter House, firm experience, and reference information, Great Lakes Roofing Inc., has met the requirements and has presented the best and most qualified proposal. It is therefore recommended that the contract award for Roofing Repair/Replacement of Allen House and Hunter House go to Great Lakes Roofing, Inc., for \$ 35,007.00.

ATTACHMENTS:

1. Request for Proposals
2. Contract Agreement with insurance documents
3. Letter from Historic Architect regarding materials specification
4. E-mail communication from State Historic Preservation Office concurring with architect roofing recommendation

5. Letter from Great Lakes Roofing Inc., stating that this project will begin at the end of March, 2019, weather permitting, and confirming the project cost will remain the same as at the time of award.

SUGGESTED RESOLUTION:

To approve a service agreement with Great Lakes Roofing Inc., in the amount not to exceed \$ 35,007.00 to provide Roofing Repair/ Replacement services; \$24,287.00 to be charged to the Allen House Capital Improvement account #401-804.002-977.0000, and \$8,020.00 to be charged to the Hunter House Capital Improvement account #401-804.001-977.0000, and to direct the Mayor and City Clerk to sign the agreement on behalf of the City.



REQUEST FOR PROPOSALS
For Roof Replacement for the Birmingham Museum

Sealed proposals endorsed **“Allen and Hunter House Roof Replacement”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m., **Friday, November 9, 2018** after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Friday, October 26, 2018 at 9:30 a.m. at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, October 24, 2018 by contacting Carlos Jorge at 248-530-1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all materials, necessary equipment and perform all required work necessary to remove and replace the existing roof system at the Allen House and Hunter House located in the Birmingham Museum. This work must be performed as specified 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 the City of Birmingham, 151 Martin St., Birmingham, Michigan, and ATTENTION: Carlos Jorge.

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

Submitted to MITN:	October 12, 2018
Mandatory Pre-Bid Meeting:	Friday, October 26, 2018 at 9:30 a.m. Birmingham Museum 556 W. Maple, Birmingham, MI 48009
Deadline for Submissions:	2:00 p.m. on Friday, November 9, 2018
Contact Person:	Carlos Jorge 151 Martin Street, Birmingham, MI 48012 Phone: 248-530-1882 Email: Cjorge@bhamgov.org



REQUEST FOR PROPOSALS For Roof Replacement for the Birmingham Historical Museum

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INTRODUCTION

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

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to furnish all materials, necessary equipment and perform all required work necessary to remove and replace the existing roof system at the Allen House and Hunter House located at the Birmingham Museum. This work must be performed as specified 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 where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by late November – early December 2018. 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 City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide the complete replacement of the existing roof of the Allen House and Hunter House, in accordance the specifications outlined by the Scope of Work contained in this RFP.

The Birmingham Museum consists of two buildings located as follows: Allen House is at 556 W. Maple St. and the Hunter House is at 550 W. Maple St. in the City of Birmingham, MI 48009.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. **Bidders will be required to attend a mandatory pre-bid meeting on Friday, October 26, 2018 at 9:30 a.m. at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, October 24, 2018 by contacting Carlos Jorge at 248-530-1882.**

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m. on Friday, November 9, 2018 to:

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

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“Allen and Hunter House Roof Replacement”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer 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 in writing and delivered to: Carlos Jorge, Maintenance Supervisor, City of Birmingham, 151 Martin Street, Birmingham, MI 48009 or cjorge@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 7 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 of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
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

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

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

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all 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. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. 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.

8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 17)
 - b. Cost Proposal (Attachment C - p. 18)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 19)
 - d. Agreement (p. 11 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The contractor will be responsible for getting the building and parking permits at no cost to the contractor.

10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

It is expected work will begin when the Contract is awarded by the Birmingham City Commission and be completed within four (4) weeks as weather permits.

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

SCOPE OF WORK

The Contractor shall perform all labor, provide all materials and equipment required for the removing, the replacing and the installation of the new roof system for the Allen House and Hunter House, located at 556 / 550 W. Maple Rd., Birmingham, MI 48009.

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

A.- Birmingham Museum – Hunter House

1.- The Contractor shall furnish all labor, materials, and equipment required to remove, to replace and to install a new roof system for the Hunter House, located at 550 W. Maple Rd., Birmingham, MI 48009 in accordance with the requirements as defined and noted herein:

- The Contractor shall be responsible for the complete tear off the roof material.
- The Contractor shall replace any damaged plywood
- The Contractor shall replace all flashing before installation of the shingles.
- The Contractor shall install full ice and water shield * 5 year warranty /** GAF/ WeatherWatch Ice & Water Shield and full felt.
- The Contractor shall install CertainTeed Landmark 30-year shingles, matching the color to the Allen House roof (see B. below) (seal / caulk nails).
- The Contractor shall be responsible for the rough clean up and disposal of all materials in a safe and legal manner.
- The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

B.- Birmingham Museum – Allen House

1.- The Contractor shall furnish all labor, materials, and equipment required to remove, to replace and to install the new roof system for the Allen House, located at 556 W. Maple Rd., Birmingham, MI 48009 in accordance with the requirements as defined and noted herein:

- The Contractor shall be responsible for the complete tear off the roof material, gutters and downspout.

- The Contractor shall replace any damaged plywood
- The Contractor shall install full ice and water shield * 5 year warranty /** GAF/ WeatherWatch Ice & Water Shield and full felt.

The Contractor shall replace all flashing before installation of the shingles

- The Contractor shall install CertainTeed Landmark 30-year shingles, matching the color to the existing newer shingles at the dormers (seal / caulk nails).
- The Contractor shall replace gutters and downspouts with same or equivalent product as existing gutters and downspouts.
- The Contractor shall be responsible for the rough clean up and disposal of all materials in a safe and legal manner.
- The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

SPECIFIED PRODUCTS

The Contractor will base their bids using the following products:

A.- CertainTeed Landmark 30-year shingles, matching the color to the existing roof (seal / caulk nails).

B.- Full ice and water shield * 5 year warranty /** GAF/ WeatherWatch Ice & Water Shield and full felt

This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A - AGREEMENT
For Roof Replacement for the Birmingham Museum

This AGREEMENT, made this _____ day of _____, 2018, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to remove and replace the existing roof system at the Birmingham Museum in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to furnish all materials, necessary equipment and to perform all required work necessary to remove and to replace the existing roof system at the Allen House and Hunter House located in the Birmingham Museum, 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 furnish all materials, necessary equipment and to perform all required work necessary to remove and replace the existing roof system at the Allen House and Hunter House located in the Birmingham Museum.

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 furnish all materials, necessary equipment and perform all required work necessary to remove and replace the existing roof system at the Allen House and Hunter House located in the Birmingham Museum and the Contractor's cost proposal dated _____, 2018 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 _____, as set forth in the Contractor's _____, 2018 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

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

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

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

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

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

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

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

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

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

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage. If applicable.
- 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. If applicable.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

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

City of Birmingham
Attn: Carlos Jorge
151 Martin Street
Birmingham, MI 48009
1-248-530-1882

CONTRACTOR

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: _____

Andrew M. Harris

Its: Mayor

By: _____

Cherilynn Mynsberge

Its: City Clerk

Approved:

Carlos A. Jorge, Maintenance Supervisor
(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
For Roof Replacement for the Birmingham Museum

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

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For Roof Replacement for the Birmingham Museum

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

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

COST PROPOSAL	
ALLEN HOUSE ITEM	BID AMOUNT
Materials & Equipment for Allen House	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT FOR ALLEN HOUSE	\$
COST PROPOSAL	
HUNTER HOUSE ITEM	BID AMOUNT
Materials & Equipment for Hunter House	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT FOR HUNTER HOUSE	\$
ADDITIONAL BID ITEMS	
	\$
GRANDTOTAL AMOUNT	\$
UNIT COST BID ITEMS	
	\$ per

Firm Name _____

Authorized signature _____ Date _____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Roof Replacement for the Birmingham Museum

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

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#



October 26, 2018

RE: ADDENDUM #1 - Roof Replacement for the Birmingham Museum

I would like to thank everyone for taking the time to participate in the pre-bid meeting of October 26, 2018. I would also like to clarify a couple of items which were discussed at the meeting.

1.- Question: At the Scope of work on page # 9 and # 10 it reads The Contractor shall install full ice and water shield * 5 year warranty /** GAF/ WeatherWatch Ice & Water Shield and full felt.

Response: It should read The Contractor shall install full ice and water shield * 5 year warranty /** GAF/ WeatherWatch Ice & Water Shield.

2.- Questions: Should the replacement of the EPDM Roof System at the back porch of the Allen House be included in the bid?

Response: Yes, it has to be added in the cost proposal as Additional Bid Items.

Sincerely,

Carlos Jorge
Building Maintenance Supervisor

ATTACHMENT A - AGREEMENT
For Roof Replacement for the Birmingham Museum

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 Great Lakes Roofing, Inc., having its principal office at 2525 Industrial Row Drive, Troy, MI 48084 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to remove and replace the existing roof system at the Birmingham Museum in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to furnish all materials, necessary equipment and to perform all required work necessary to remove and to replace the existing roof system at the Allen House and Hunter House located in the Birmingham Museum, 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 furnish all materials, necessary equipment and to perform all required work necessary to remove and replace the existing roof system at the Allen House and Hunter House located in the Birmingham Museum.

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 furnish all materials, necessary equipment and perform all required work necessary to remove and replace the existing roof system at the Allen House and Hunter House located in the Birmingham Museum and the Contractor's cost proposal dated November 9, 2018 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 \$ 35,007.00, as set forth in the Contractor's November 9, 2018 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage. If applicable.
- 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. If applicable.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:
- | | |
|----------------------|---------------------------|
| City of Birmingham | Great Lakes Roofing, Inc. |
| Attn: Carlos Jorge | Attn: James Wiese |
| 151 Martin Street | 2525 Industrial Row drive |
| Birmingham, MI 48009 | Troy, MI 48084 |
| 1-248-530-1882 | 1-248-268-1914 |
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:

Great Lakes Roofing, Inc.

By: _____


James Wiese
Its: President

CITY OF BIRMINGHAM


By: _____

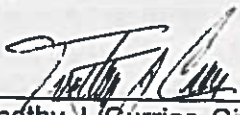
Patricia Bordman
Its: Mayor

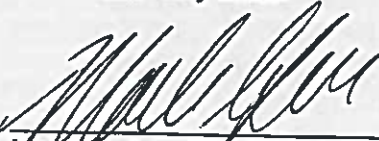
By: _____

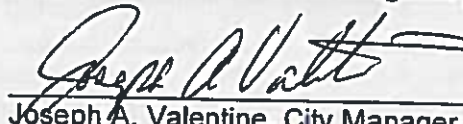
Cherilynn Mynsberge
Its: City Clerk

Approved:


Carlos A. Jorge, Maintenance Supervisor
(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)

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/17/2018

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

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

PRODUCER ZERVOS GROUP, INC. 24724 Farmbrook (248) 355-4411 P.O. Box 2067 Southfield, MI 48037-2067		CONTACT NAME: Steve Zervos PHONE (A/C, No, Ext): 248 355-4411 E-MAIL ADDRESS: marsha@zervosgroup.com FAX (A/C, No): 248 355-2175	
INSURED GREAT LAKES ROOFING INC 2525 Industrial Row Dr Troy, MI 48084		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Cincinnati Specialty Underwriters Ins	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
		NAIC # 13037	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CSU0119742	08/16/2018	08/16/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0119745	08/16/2018	08/16/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Birmingham Museum

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 is primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham
 151 Martin Street
 PO Box 3001
 Birmingham, MI 48012

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

AUTHORIZED REPRESENTATIVE

Steve M. Zervos

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PAYMENT BOND

Bond Number: BD 760737

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Great Lakes Roofing, Inc.
2525 Industrial Row Dr.
Troy, MI 48084

SURETY:

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:

City of Birmingham
151 Martin St.
Birmingham, MI 48009-3368

CONSTRUCTION CONTRACT

Date: December 17th, 2018

Amount: \$35,007.00

Thirty Five Thousand Seven Dollars and No/100

Description:

Remove and Replace the Existing Roof System at the Birmingham Museum in the City of Birmingham

BOND

Date: December 18th, 2018

Amount: \$35,007.00

Thirty Five Thousand Seven Dollars and No/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Great Lakes Roofing, Inc.

SURETY

Company: *(Corporate Seal)*
Nationwide Mutual Insurance Company

Signature: _____

Name

And Title: _____

(Any additional signatures appear on the last page of this Performance Bond)

Signature: _____

Name

and Title:

Robert L. Carabelli, Attorney-in-Fact



(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNERS REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13)

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name: James Wese
And Title: _____
Address: President

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name: _____
and Title: _____, Attorney-in-Fact
Address: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Robert L. Carabelli,

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Hundred Thousand Dollars and No/100 \$ 100,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

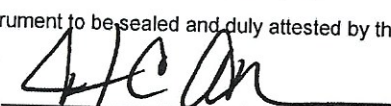
"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.




Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019



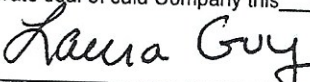
Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 18th day of December, 2018.

This power of attorney expires: April 30, 2019



Assistant Secretary



November 29, 2017

Leslie Pielack - Museum Director
Birmingham Historical Museum
556 W. Maple Rd.
Birmingham MI 48009

RE: Roofing for Allen House and Hunter House

Dear Ms. Pielack:

This letter is regarding the future re-roofing of the Allen House and the Hunter House.

Shingles for the future re-roofing project should be chosen based on historic precedence, durability, and warrantee.

The historic photos available do not definitively reveal the type of shingle that was originally used on the house. Therefore, a selection should be made based on a contemporary shingle that is clearly not historic yet complements the house and is appropriate for the style and class of the original house.

Today's asphalt shingles come in various weights with varying degrees of durability. Generally, we classify them and 20-year, 25-year, 30-year shingles or lifetime shingles. A 30-year shingle would provide appropriate durability for a house of this type.

The warranties offered by shingle manufacturers are generally pro-rated based on the conditions of the installation, style of roof and venting of the roof. In this case the construction of these two houses (with habitable space in the attic) leaves portions of the roof in a non-vented state. Therefore, the expectation for warrantee coverage for any of the shingles listed will be limited to about 10 years.

Based on these factors, the Landmark 30-year shingle manufactured by CertainTeed, (that is currently being used on the project for repairs), would be an appropriate choice for a complete re-roofing project.

Sincerely,

A handwritten signature in blue ink, appearing to be 'JH' or similar, written over a light blue horizontal line.

Project Manager, AIA
Historical Architect 36CFR61

Z:\Projects\City of Birmingham\17-170 Allen House\Correspondence\Letters\Shingle recommendation letter.docx



Leslie Pielack <lpielack@bhamgov.org>

Allen and Hunter House roof replacement

1 message

Jackie Hoist <jackie@h2aarchitects.net>
To: "lpielack@bhamgov.org" <lpielack@bhamgov.org>

Mon, Jan 29, 2018 at 2:08 PM

Received from Bryan at SHPO

Thanks Jackie,

I would concur with your recommendation for the Landmark 30-year shingle by CertainTeed as the replacement material for the roofs on these two buildings. Matching new materials to the existing material is an acceptable preservation approach. This is especially true when the original or historic materials cannot be determined, and/or budget constraints would not allow for replacement with the original, historic material. Determination of the most appropriate materials would also be based on the style of the resource, age, period of significance, etc. But again, since you are simply dealing with a like for like replacement here, I don't see any issues. Colors should match existing as closely as possible.

Please let me know if you have any additional questions or comments. Good luck with the project!

Bryan Lijewski, AIA

Architect

State Historic Preservation Office

Michigan State Housing Development Authority

735 E. Michigan Avenue

Lansing, MI 48909

517.373.1631



Jackie Hoist, AIA

9100 Lapeer Rd. Suite B, Davison, MI 48423

Office (810) 412 - 5640 ~ Cell (810) 287-6890

jackie@h2aarchitects.net



GREAT LAKES ROOFING INC.

Carlos Jorge
City of Birmingham

RE: City of Birmingham
Allen and Hunter House Roof Replacement

Great Lakes Roofing Inc.
2525 Industrial Row Drive
Troy MI 48084
248-268-1914

Great Lakes Roofing Inc will comply the city's request to begin roofing project at the end of March, 2019 at the same price that the job was rewarded.

Thank you,

James Wiese
President



MEMORANDUM

Planning Division

DATE: January 4, 2019

TO: Joseph A. Valentine, City Manager

FROM: Matthew Baka, Senior Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Set Public Hearing - Signage Ordinance Amendments

INTRODUCTION:

The City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance which regulates signage on buildings that were constructed under the Downtown Overlay development standards.

Over the past two years the Board of Zoning Appeals has heard several variance requests for exceptions from the Overlay signage standards. The primary cause of these requests has resulted from the difference between what is permitted by the standard Sign Ordinance and the Overlay Sign Ordinance. On June 18, 2018 this issue was discussed at the joint meeting of the City Commission and Planning Board. There was consensus at that time that the Sign Ordinance should be studied and amended as deemed appropriate. In addition to the Overlay signage issue, it was requested that the window signage standards be studied as well. Accordingly, draft ordinance language has been drafted to make modifications to both areas of concern.

BACKGROUND:

Overlay Signage

The amount of signage permitted by the standard Sign Ordinance is based on the amount of principle building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on provided that they meet all other provisions of the Sign Ordinance.

In contrast to the standard Sign Ordinance, the Overlay sign regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to the differing restrictions listed above, there are also subtle differences between the two ordinances which make interpretation confusing for business owners and sign companies. In an attempt to illustrate the differences, the Planning staff has created a chart that outlines the main differences between the ordinance sections and how they affect the use of signage in the City.

The two provisions of the Overlay Sign Ordinance that have initiated the majority of the variance requests are the following:

- The number of signs permitted determined by the number of entrances; and
- Signage for upper floor commercial tenants is prohibited.

The commercial tenants on the upper floors of buildings developed under the Overlay standards are not currently permitted signage as they otherwise would be if they were located in a building governed by the standard Sign Ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

The standard Sign Ordinance regulates signage by the size and location of the building and allows tenants/property owners to divide the allowable signage between tenants as they see fit. The successful variance requests that have been heard recently have argued that it is a hardship for the signage options to be limited in ways that are afforded to the majority of properties in the City. The proposed draft amendment would eliminate the overlay signage standards allowing the standard sign regulations to be applied to all properties in Birmingham.

Window signage

Window signage in the City of Birmingham is currently limited to 12 square feet per frontage (façade facing a street) or 18 square feet per frontage on "Big" Woodward.

The window signage throughout town is inconsistent and often exceeds the allowable amounts permitted by ordinance. Code enforcement is sent out periodically to investigate specific complaints and the Planning Division also sends out literature to all businesses in town on a regular basis yet the problem persists. In an effort to provide codified regulations that improve the appearance and quality of window signage applications, draft ordinance language has been crafted that provides maintenance and application standards for window signage for your consideration.

LEGAL REVIEW:

Legal review will be provided prior to the public hearing.

FISCAL IMPACT:

No fiscal impact.

SUMMARY:

The Planning Board, Design Review Board and Historic District Commission have all held public hearings to consider the relevant Sign Ordinance Amendments and have recommended approval.

ATTACHMENTS:

- Draft ordinance language
- Sign Ordinance comparison chart
- Staff memo to the Planning Board
- Staff memo to the Design Review Board/Historic District Commission
- Relevant meeting minutes from meeting discussions

SUGGESTED RESOLUTION:

To set a public hearing for February 11, 2019 to consider the following amendments:

To amend Chapter 86, Article 1, Section 1.05, Permanent Business Sign and Broadcast Media Device Standards, to amend Subsection M to add application and maintenance requirements to window signage.

and

To amend Chapter 86, Article 1, Section 1.10, Overlay District Sign Standards, to eliminate the Overlay District Sign Standards.

and

To amend Chapter 126, Article 03, Overlay Districts, Specific Standards, Section 3.04, Downtown Overlay District to eliminate the Overlay Signage Standards.

CITY OF BIRMINGHAM
ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE SIGN ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 1, SECTION 1.05, PERMANENT BUSINESS SIGN AND BROADCAST MEDIA DEVICE STANDARDS, TO AMEND SUBSECTION M TO ADD APPLICATION AND MAINTENANCE REQUIREMENTS TO WINDOW SIGNAGE.

1.05 Permanent Business Sign and Broadcast Media Device Standards

This Permanent Business Sign and Broadcast Media Device Standards section applies to the following districts:

PP, O1, O2, B1, B2, B2b, B2c, B3, B4

The following temporary business sign standards apply:

A. – L. Unchanged.

M. Window Signs (Business).

1. See Table B for specific requirements.

2. Application and Maintenance: Window signage must be applied to the windows in a well-ordered and consistent manner. Torn, dirty or hand written signage is not permitted. Use of tape or adhesive must be applied in a manner that is predominately concealed from public view.

ORDAINED this _____ day of _____, 2019 to become effective upon publication.

Patricia Bordman, Mayor

Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM
ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 86, SIGNS, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 1, SECTION 1.10, OVERLAY DISTRICT SIGN STANDARDS, TO ELIMINATE THE OVERLAY DISTRICT SIGN STANDARDS.

~~1.10 Overlay District Sign Standards~~

~~Applicants who elect to develop under the Downtown Birmingham Overlay Zoning District may utilize the following standards:~~

~~A. General Standards:~~

- ~~1.—The design of the buildings and sites shall be regulated by the provisions of Article 3: Overlay District in the City of Birmingham Zoning Ordinance.~~
- ~~2.—Article 3: Overlay District in the City of Birmingham Zoning Ordinance shall govern the design of all privately owned land within the downtown Birmingham Overlay Zoning District.~~
- ~~3.—The provisions of Section 1.10: Overlay District Sign Standards shall take precedence when in conflict with other provisions of the Sign Ordinance.~~

~~B. Sign Standards. Signs, when provided shall be as follows:~~

- ~~1.—Building Sign Design Plan: For all newly constructed or exterior renovated buildings, an overall building sign design plan shall be approved by the appropriate reviewing body.~~
- ~~2.—Design: Signs shall be integrally designed with the storefront.~~
- ~~3.—Address Numbers: Address numbers shall be a maximum of 8 inches in vertical dimension.~~
- ~~4.—Sign Band:~~
 - ~~a) General: A single external sign band or zone may be applied to the facade of a building between the first and second floors, provided that it shall be a maximum of 1.5 feet in vertical dimension by any horizontal dimension.~~
 - ~~b) Woodward Avenue Address: The external sign band or zone shall be a maximum of 2 feet in vertical dimension by any horizontal dimension. The sign band or zone may contain multiple individual signs, but all must refer to a tenant of the building whose principal square footage is on the first floor.~~
 - ~~c) Lowercase letters with ascenders and descenders that extend beyond the limits of the sign height by a maximum of 50% will not be calculated into total sign area.~~
 - ~~d) Each business whose principal square footage is on the first story, may have one sign per entry.~~
 - ~~e) Where the Historic District Commission, Design Review Board or Planning Board has determined that a horizontal sign band is not architecturally feasible based on building design, an alternative design will be considered, provided the following conditions are met:~~
 - ~~i.—The sign must fit within the total sign area allowed for the business;~~
 - ~~ii.—The sign shall be compatible with the building's street design and will enhance the streetscape;~~
 - ~~iii.—The sign adheres to the goals of the 2016 Plan.~~
- ~~5.—Building Identification:~~

- a) ~~Signs identifying the entire structure by a building name may be permitted on the sign band.~~
 - b) ~~One sign will be allowed on the principal building frontage.~~
 - c) ~~Two identical signs will be allowed on each elevation of a corner building.~~
 - d) ~~Non illuminated signs identifying the entire structure by a building name may be permitted above the first floor provided the following conditions apply:~~
 - i. ~~The building shall be located on Woodward;~~
 - ii. ~~A tenant name shall have legal naming rights to the building;~~
 - iii. ~~The sign shall be located on the top floor; and~~
 - iv. ~~Only one Building Identification sign may be located on the principal building frontage.~~
6. ~~Tenant Directory Sign: A directory sign may be comprised of individual nameplates no larger than one square foot each, or a changeable copy board for characters not exceeding one inch in height.~~
7. ~~Additional Signs: Additional pedestrian signs for first floor tenants shall meet the following requirements:~~
- a) ~~These signs shall be attached to a building perpendicular to the facade, and extend up to 4 feet from the facade.~~
 - b) ~~These signs shall be a maximum of 1.5 feet in vertical dimension and 4 feet in horizontal dimension.~~
 - c) ~~There may be 1 individual pedestrian sign for each business located on the first floor, provided that such signs are spaced no less than 20 feet apart horizontally; this shall not deny any first floor place of business at least one projecting sign.~~
8. ~~Glass: The storefront glass may be stenciled with signs not to exceed 1.5 feet in vertical dimension and 4 feet in horizontal dimension.~~
9. ~~First Floor Awning: The valance shall not be more than 9 inches in height. The valance of an awning may be stenciled with signage totaling no more than 33% of the valance area.~~
10. ~~Lighting:~~
- a) ~~General: External signs shall not be internally illuminated but may be back~~

ORDAINED this _____ day of _____, 2019 to become effective upon publication.

Patricia Bordman, Mayor

Cherilynn Mynsberge, City Clerk

ORDINANCE NO. _____
THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 03 OVERLAY DISTRICTS, SPECIFIC STANDARDS, SECTION 3.04, DOWNTOWN OVERLAY DISTRICT TO ELIMINATE THE OVERLAY SIGNAGE STANDARDS.

Article 03, section 3.04 shall be amended as follows:

A. – E. Unchanged

F. ~~Signage Standards. Signage, when provided, shall be as follows:~~

- ~~1. Building Sign Design Plan: For all newly constructed or exterior renovated buildings, an overall building sign design plan shall be approved by the appropriate reviewing body.~~
- ~~2. Design: Signage shall be integrally designed and painted with the storefront.~~
- ~~3. Address Numbers: Address numbers shall be a maximum of 8 inches in vertical dimension.~~
- ~~4. Sign Band:~~
 - ~~a. General: A single external sign band or zone may be applied to the facade of a building between the first and second floors, provided that it shall be a maximum of 1.5 feet in vertical dimension by any horizontal dimension.~~
 - ~~b. Woodward Avenue Address: The external sign band or zone shall be a maximum of 2 feet in vertical dimension by any horizontal dimension. The sign band or zone may contain multiple individual signs, but all must refer to a tenant of the building whose principal square footage is on the first floor.~~
 - ~~c. Lowercase letters with ascenders and descenders that extend beyond the limits of the sign height by a maximum of 50% will not be calculated into total sign area.~~
 - ~~d. Each business whose principal square footage is on the first story, may have one sign per entry.~~
 - ~~e. Where the Historic District Commission, Design Review Board or Planning Board has determined that a horizontal sign band is not architecturally feasible based on building design, an alternative design will be considered, provided the following conditions are met:~~
 - ~~i. The sign must fit within the total sign area allowed for the business;~~
 - ~~ii. The sign must be compatible with the building's street design and will enhance the streetscape.~~
 - ~~iii. The sign adheres to the goals of the 2016 Plan.~~
- ~~5. Building Identification:~~
 - ~~a. Signage identifying the entire structure by a building name may be permitted on the sign band.~~
 - ~~b. One sign will be allowed on the principal building frontage.~~
 - ~~c. Two identical signs will be allowed on each elevation of a corner building.~~

- ~~d. Non-illuminated signs identifying the entire structure by a building name may be permitted above the first floor provided the following conditions apply:
 - ~~i. The building must be located on Woodward;~~
 - ~~ii. A tenant name must have legal naming rights to the building;~~
 - ~~iii. The sign must be located on the top floor; and~~
 - ~~iv. Only one Building Identification sign may be located on the principal building frontage.~~~~
- ~~6. Tenant Directory Sign: A directory sign may be comprised of individual nameplates no larger than one square foot each, or a changeable copy board for characters not exceeding one inch in height.~~
- ~~7. Additional Signs: Additional pedestrian signs for first floor tenants shall meet the following requirements:
 - ~~a. These signs shall be attached to a building perpendicular to the facade, and extend up to 4 feet from the facade.~~
 - ~~b. These signs shall be a maximum of 1.5 feet in vertical dimension and 4 feet in horizontal dimension.~~
 - ~~c. There may be one (1) individual pedestrian sign for each business located on the first floor, provided that such signs are spaced no less than 20 feet apart horizontally; this shall not deny any first floor place of business at least one projecting sign.~~~~
- ~~8. Glass: The storefront glass may be stenciled with signage not to exceed 1.5 feet in vertical dimension and 4 feet in horizontal dimension.~~
- ~~9. First Floor Awning: The valance shall not be more than 9 inches in height. The valance of an awning may be stenciled with signage totaling no more than 33% of the valance area.~~
- ~~10. Lighting:
 - ~~a. General: External signs shall not be internally illuminated, but may be back lit or externally lit.~~
 - ~~b. Woodward Avenue Address: External signs may be internally illuminated.~~~~

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

Patricia Bordman, Mayor

Cherilynn Mysnberge, City Clerk

	General Sign Ordinance	Downtown Overlay Sign Ordinance
Total Area	<ul style="list-style-type: none"> • <i>Combined</i> sign area shall not exceed 1 ft² (1.5 ft² for Woodward addresses) for each linear foot of principal building frontage. 	<ul style="list-style-type: none"> • Each business, whose principal square footage is on the first story, may have one sign per entry.
	<ul style="list-style-type: none"> ○ Ground sign: 30 ft² per side, 60 ft² total 	<ul style="list-style-type: none"> ○ Not addressed in Overlay Sign Ordinance
	<ul style="list-style-type: none"> ○ Projecting wall signs: 7.5 ft² per side, 15 ft² total 	<ul style="list-style-type: none"> ○ Pedestrian sign: 1.5 ft. vertical by 4 ft. horizontal
	<ul style="list-style-type: none"> ○ Window signs: 12 ft² per side, 18 ft² on Woodward 	<ul style="list-style-type: none"> ○ Window signs: may not exceed 1.5 ft. in vertical dimension and 4 ft. in horizontal dimension.
Sign Height	<ul style="list-style-type: none"> • 2ft., 3ft. for most addresses • 3 ft., 4 ft. for Woodward addresses 	<ul style="list-style-type: none"> • Sign band shall be a maximum of 1.5 ft. in height, 2 ft. for Woodward addresses.
	<ul style="list-style-type: none"> • Ground signs: 8 ft. maximum above street level 	<ul style="list-style-type: none"> • Not addressed in Overlay Sign Ordinance
Corner Buildings	<ul style="list-style-type: none"> • Business may locate multiple signs on differing facades of the building provide they stay within the parameters permitted by ord. regarding height and area 	<ul style="list-style-type: none"> • Buildings are permitted one sign per entrance regardless of the number of frontages a given business may have.
Upper Floor Tenant Signage and Above	<ul style="list-style-type: none"> • Any Business that operates on site may locate multiple signs on differing facades of the building provided they stay within the parameters permitted by ord. regarding height and area. 	<ul style="list-style-type: none"> • Each business, whose principal square footage is on the first story, may have one sign per entry.
Wall Mounted Blade Signs	<ul style="list-style-type: none"> • Signs must have a 6 inch minimum separation from the wall face, and may not project more than 30 inches beyond the property line. Maximum area of 7.5 sq. ft. per side 	<ul style="list-style-type: none"> • Maximum of 1.5 feet in vertical dimension and 4 feet in horizontal dimension.
Building Identification	<ul style="list-style-type: none"> • Building Identification: Non-illuminated signs identifying the entire structure by a building name may be permitted above the first floor. 	<ul style="list-style-type: none"> • Building Identification: Non-illuminated signs identifying the entire structure by a building name may be permitted above the first floor.



MEMORANDUM

Planning Division

DATE: September 4, 2018

TO: Planning Board

FROM: Jana L. Ecker, Planning Director

SUBJECT: Overlay Signage Study

The City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance which regulates signage on buildings that were constructed under the Downtown Overlay development standards.

The amount of signage permitted by the standard Sign Ordinance provisions is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on provided that they meet all other provisions of the Sign Ordinance.

In contrast to the standard Sign Ordinance, the Overlay sign regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to the differing restrictions listed above, there are also subtle differences between the two ordinances which make interpretation confusing for business owners and sign companies. In an attempt to illustrate the differences, the planning staff has created a chart that outlines the main differences between the ordinance sections and how they affect the use of signage in the City.

Over the past year the Board of Zoning Appeals has heard several variance requests for exceptions from the Overlay signage standards. The primary cause of these requests has resulted from the difference between what is permitted by the standard Sign Ordinance and the Overlay Sign Ordinance. The two provisions of the Overlay Sign Ordinance that have initiated the majority of the variance requests are the following:

- The number of signs permitted determined by the number of entrances; and
- Signage for upper floor commercial tenants is prohibited.

The commercial tenants on the upper floors of buildings developed under the Overlay are not currently permitted signage as they otherwise would be if they were located in a building governed by the standard Sign Ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

The standard Sign Ordinance regulates signage by the size and location of the building and allows tenants/property owners to divide the allowable signage between tenants as they see fit. The successful variance requests that have been heard recently have argued that it is a hardship for the signage options to be limited in ways that are afforded to the majority of properties in the City.

On June 18, 2018 at the joint meeting the City Commission and Planning Board discussed this issue. There was consensus at that time that the Sign Ordinance should be studied and amended as deemed appropriate.

At the July 11, 2018 Planning Board meeting various issues regarding signage and windows were discussed. Specifically, the issue of the conflicts between the standard Sign Ordinance and the Overlay ordinance was discussed. As outlined below, having two sets of signage standards have made interpretation and enforcement difficult. This issue has led to an inordinate number of variance requests recently. In addition, the Overlay signage standards appear in both the Sign Ordinance and the Zoning Ordinance which is redundant and would require public hearings for both documents in order to make any changes. At that meeting there appeared to be consensus that having signage regulations in both documents was not necessary and that eliminating the Overlay sign standards from the Zoning Ordinance would be a first step towards correcting the current issues being created by having multiple sets of regulations governing signage in the downtown. Accordingly, the Planning Division has provided an ordinance amendment that would eliminate the Overlay signage standards from the Zoning Ordinance for your review.

On July 25, 2018, the Planning Board again discussed the sign regulations both in the Downtown Overlay District, and the standard sign regulations applicable throughout the rest of the City. Mr. Baka indicated that the Design Review Board has also considered this issue recently, and is in agreement with eliminating the Downtown Overlay District sign standards to provide uniform sign regulations throughout the City. The Planning Board then voted to set a public hearing date of September 12, 2018 to consider eliminating the Overlay sign standards in Article 03, section 3.04 (f) of the Zoning Ordinance in their entirety.

SUGGESTED ACTION:

To recommend approval to the City Commission to eliminate the Overlay sign standards in Article 03, section 3.04 (f) of the Zoning Ordinance in their entirety.



MEMORANDUM

Planning Division

DATE: November 2, 2018

TO: Design Review Board/Historic District Commission members

FROM: Matthew Baka, Senior Planner

SUBJECT: Public Hearing - Sign Ordinance amendment

Overlay Sign Standards

The City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance which regulates signage on buildings that were constructed under the Downtown Overlay development standards.

The amount of signage permitted by the standard Sign Ordinance provisions is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on provided that they meet all other provisions of the Sign Ordinance.

In contrast to the standard Sign Ordinance, the Overlay sign regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to the differing restrictions listed above, there are also subtle differences between the two ordinances which make interpretation confusing for business owners and sign companies. In an attempt to illustrate the differences, the planning staff has created a chart that outlines the main differences between the ordinance sections and how they affect the use of signage in the City.

Issue:

Overlay

Over the past year the Board of Zoning Appeals has heard several variance requests for exceptions from the overlay signage standards. The primary cause of these requests has resulted from the difference between what is permitted by the standard sign ordinance and the overlay sign ordinance. The two provisions of the overlay sign ordinance that have initiated the majority of the variance requests are the following;

- The number of signs permitted determined by the number of entrances;
- Signage for upper floor commercial tenants is prohibited;

The commercial tenants on the upper floors of buildings developed under the Overlay are not currently permitted signage as they otherwise would be if they were located in a building

governed by the standard ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

Discussion:

Overlay

The standard sign ordinance regulates signage by the size and location of the building and allows tenants/property owners to divide the allowable signage between tenants as they see fit. The successful variance requests that have been heard recently have argued that it is a hardship for the signage options to be limited in ways that are afforded to the majority of properties in the City.

On June 18, 2018 at the joint meeting the City Commission and Planning Board discussed this issue. There was consensus at that time that the sign ordinance should be studied and amendment as deemed appropriate.

Window signage

Window signage in the City of Birmingham is currently limited to 12 square feet per frontage (façade facing a street) or 18 square feet per frontage on "Big" Woodward.

The window signage throughout town is inconsistent and often exceeds the allowable amounts permitted by ordinance. While code enforcement is sent out periodically to site specific complaints and the Planning Division sends out literature to all businesses in town on a regular basis, the problem persists.

On June 18, 2018 at the joint meeting the City Commission and Planning Board discussed this issue. There was consensus at that time that the sign ordinance should be studied and amendment as deemed appropriate.

On October 3, 2018 the Design Review Board set a Public Hearing for November 7, 2018.

SUGGESTED ACTION:

To recommend APPROVAL to the City Commission of the proposed amendments to the Birmingham Sign Ordinance eliminating the Overlay Signage Standards and adding regulations regarding the application and maintenance of Window Signage.

BIRMINGHAM HISTORIC DISTRICT COMMISSION
MINUTES OF APRIL 4, 2018
Municipal Building Commission Room
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Historic District Commission ("HDC") held Wednesday, January 17, 2018. Chairman John Henke called the meeting to order at 7:02 p.m.

Present: Chairman John Henke; Board Members Doug Burley (left at 7:55 p.m.), Vice-Chairman Keith Deyer, Michael Willoughby; Alternate Board Member Kevin Filthaut

Absent: Board Members Adam Charles, Natalia Dukas, Thomas Trapnell; Alternate Board Member Dulce Fuller

Administration: Matthew Baka, Sr. Planner
Leslie Pielack, Museum Director
Carole Salutes, Recording Secretary

04-09-18

STUDY SESSION
Overlay Signage Standards

Mr. Baka recalled that over the past several meetings the HDC and DRB members have had informal discussions regarding the differences between the Overlay Signage Standards and the Standard Sign Ordinance. These discussions have been initiated by a number of sign reviews and variance applications that have come to the boards for review as part of their attempts to be allowed signage in line with the Standard Sign Ordinance rather than the Overlay Sign Standards.

After he reviewed the standards for the Briggs, Greenleaf Trust and now the Balmoral Bldg., he came to the realization that over the years the Overlay Signage Standards had not been strictly applied on them. There is a rule, specific to the Overlay District that businesses above the first floor are not allowed any signage. This has become a problem because there are a lot of businesses on second floors that desire signage.

One big thing is that within the Standard Sign Ordinance the amount of sq. ft. of signage allowed is determined by the width of the storefront. The Overlay Ordinance has no specific limit to the amount of area. The signage is just limited by the number of entrances a business has to the building. One sign is allowed at every entrance.

Ground signs are not addressed in the Overlay Ordinance.

Projecting signs under the Standard Sign Ordinance are allowed to protrude 30 in. off the face of the building; whereas under the Overlay Ordinance they are allowed to be 1 1/2 ft. tall by 4 ft. wide. Both have to be 8 ft. above grade.

There is nothing the City can do about existing signage that was erroneously approved by the City. However, from this point forward, now that the problem has been identified, the Ordinance has to be enforced the way it is written.

The discussion turned to defining types of signs. Mr. Baka stated a name letter sign is composed of individually constructed and applied letters, numbers or characters. A wall sign is comprised of name letters mounted to a background.

Wall signs are allowed to be taller than name letter signs.

Mr. Deyer said it seems to him that the Overlay Signage could just go away. This is an opportunity to adopt the Standard Sign Ordinance after making minor tweaks to it.

Mr. Baka said he never fully understood why in the Standard Sign Ordinance it says that no sign shall be erected at street intersections and no signs other than municipal traffic control signs shall be located in the triangle formed by the property lines paralleling the streets and extending for a distance of 25 ft. each way from the intersection of the right-of-way lines at the corner. With regard to municipal traffic control signs, those are never on private property. So that makes him question what they are talking about.

Further, at a corner going 25 ft. each way from the intersection of the right-of-way lines, and drawing a diagonal line across the private property, there are no signs allowed in that area. However, a building is permitted to be constructed there. Mr. Baka did not understand that point and it was agreed that it could be eliminated.

Mr. Baka thought that multiple tenant buildings would have to be mindful of doing a Master Sign Plan before putting up signs everywhere. Many businesses choose window signage. They are allowed 12 sq. ft. per frontage in the Standard Sign Ordinance. Window signs in the Overlay are only allowed to be 6 sq. ft.

Consensus was to clean up the language and the definitions in the Standard Sign Ordinance in order to make it simpler to understand.

It was discussed that sandwich boards are loved by businesses. They are mostly 2 ft. by 3 ft. It was considered that the businesses might be allowed either window signage or an A-Frame.

Board members thought that the thickness of transformers could now be reduced from 4 in. because of LED lighting.

Mr. Deyer summed up the discussion by saying the board would like to just eliminate what is in the Overlay Sign Ordinance and apply what is in the Standard Sign Ordinance so it is consistent across the City. They have found some areas in the Sign Ordinance that can be cleaned up in order to make it easier for people to understand.

Mr. Willoughby thought they could take a building and see how the Standard Sign Ordinance applies to it. Mr. Baka thought that giving the board the leeway to make judgment calls is very useful to avoid having applicants go to the BZA.

Mr. Baka indicated he will take up this issue with the DRB next because it will be good to have input from both boards. It will go to the Planning Board as well.

DESIGN REVIEW BOARD
MINUTES OF MAY 16, 2018
Municipal Building Commission Room
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Design Review Board ("DRB") held Wednesday, May 16, 2018. Chairman John Henke called the meeting to order at 8:35 p.m.

Present: Chairman John Henke; Board Members Joseph Mercurio, Michael Willoughby
Alternate Board Members Adam Charles, Dulce Fuller; Student Representatives
Grace Donati, Ava Wells

Absent: Board Members Vice-Chairman Keith Deyer; Natalia Dukas, Thomas Trapnell,
Lauren Tolles

Administration: Matthew Baka, Sr. Planner
Carole Salutes, Recording Secretary

05-28-18

STUDY SESSION
Overlay Signage

Mr. Baka recalled that over the past several months the HDC and DRB members have been having informal discussions regarding the differences between the Overlay Signage standards and the Standard Sign Ordinance. These discussions have been initiated by a number of sign reviews and variance applications that have come to the board for review as part of their attempts to be allowed signage in line with the Standard Sign Ordinance rather than the Overlay Sign Standards. Specifically, the discussion has centered on the type and amount of signage that would be permitted in most areas of the City but are prohibited on buildings or sites that were developed under the Overlay Standards. These topics include the following;

- The number of signs permitted determined by the number of entrances;
- Signage for upper floor commercial tenants is prohibited;
- Height of signs restricted to half the height permitted in other areas.

In addition to the differing restrictions listed above there are also subtle differences between the two ordinances which make interpretation and enforcement difficult and confusing for business owners and sign companies who are not familiar with Birmingham ordinances. The board expressed a desire to study this issue to look at possible amendments that could be made to improve the two ordinances so that they are more easily implemented and understood. To that end planning staff has created a chart that illustrates the main differences between the ordinance sections and how they affect the use of signage in the City.

Mr. Baka noted that last month the HDC in reviewing this suggested that the Overlay Signage be eliminated.

Chairman Henke agreed. The only thing is that with new construction buildings there could be signage nine stories in the air.

Mr. Baka agreed that staff would study this proposal to make sure there are no unintended consequences. He will come back with proposed Ordinance changes when both boards are present.

**BIRMINGHAM CITY COMMISSION /
PLANNING BOARD JOINT WORKSHOP SESSION MINUTES
JUNE 18, 2018
DPS FACILITY, 851 SOUTH ETON
7:30 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Andrew Harris called the meeting to order at 7:30 PM.

II. ROLL CALL

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

Scott Klein, Planning Board Chairman
Robin Boyle, Member
Stuart Jeffares, Member
Bert Koseck, Member
Naseem Ramin, Member
Daniel Share, Member
Janelle Whipple-Boyce, Member
J. Bryan Williams, Member

ABSENT: Jason Emerine, Member

ADMINISTRATION: City Manager Valentine, City Attorney Currier, Deputy Clerk Arft, Assistant Planner Cowan, Planning Director Ecker, Building Official Johnson

C. SIGN ORDINANCE REVIEW

Planning Director Ecker said current issues are:

- Overlay sign standards, which do not specify the square footage of signage permitted, but limit signage to one sign per entrance. As a result, businesses on a corner with two sets of windows facing two different streets are permitted only one sign. Additionally, upper-floor tenants are permitted from displaying any signage in the overlay. Businesses are appearing in front of the Board of Zoning Appeals (BZA) frequently to appeal these restrictions, which indicate the need to consider an adjustment to the ordinance.
- Window signage standards, which is limited by size – 12 sq. ft. or 18 sq. ft. on big Woodward – with no limits on quality of signage or content of signage.
- Window treatment standards, which currently prohibit window-tinting but permit first-floor businesses to put up blinds, drapes, screens and other window-blocking materials.

She concluded by saying the Community Development office gets complaints regarding these issues frequently.

Planning Director Ecker specified that the current window ordinances prevent tinting, blockage with shelves, blockage with furniture, and require 80% visible light transmittance. There is no current prohibition on blinds or other window treatments.

Commissioner Nickita said window-blockage is a huge discouragement to pedestrian activity and he would like to see the above issues explored seriously.

Mr. Koseck said the ordinance likely needs to be updated to reflect the spirit and intent of what Birmingham would like to see in windows.

Mayor Pro Tem Bordman concurred that these issues should be explored, adding that overlay businesses should likely not be limited to one sign per entrance if Birmingham is trying to encourage retail.

Commissioner DeWeese said he would like to see parking ordinances, retail ordinances, and sign ordinances addressed in that order.

Mr. Williams said he would like to see the City have increased influence on interior space in terms of what is seen from the windows.

Commissioner Hoff agreed with Mr. Williams, adding that current ordinances might provide relief for some of these concerns but would require increased enforcement.

Commissioner Boutros said he would like to see increased enforcement and further exploration of the issues.

Commissioner Nickita said Birmingham should explore prohibiting taped window signs in order to discourage the posting of haphazard signage.

Mayor Harris noted consensus to explore the aforementioned issues further.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JULY 11, 2018**

City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on July 11, 2018. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Stuart Jeffares, Daniel Share (arrived at 7:42 p.m.), Janelle Whipple-Boyce, Bryan Williams; Alternate
Board Members Jason Emerine, Nasseem Ramin

Absent: Board Members Robin Boyle, Bert Koseck, Student Representatives Madison Dominato, Sam Fogel, Ellie McElroy

Administration: Matt Baka, Sr. Planner

Brooks Cowan, Planner

Carole Salutes, Recording Secretary

07-124-18

4. Sign Ordinance Review

Overlay Sign Standards

Mr. Baka explained the City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the Standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance that regulates signage on buildings that were constructed under the Downtown Overlay development standards.

Standard Sign Standards

The amount of signage permitted by the Sign Ordinance is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on, provided that they meet all other provisions of the Sign Ordinance.

In contrast to the Sign Ordinance, the Overlay Sign Regulations in the Zoning Ordinance do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to the differing restrictions listed above, there are also

subtle differences between the two ordinances which make interpretation confusing for business owners and sign companies.

Over the past year the Board of Zoning Appeals has heard several variance requests for exceptions from the Overlay Signage Standards. The primary cause of these requests has resulted from the difference between what is permitted by the Sign Ordinance and the Overlay Sign Ordinance. The two provisions of the Overlay Sign Ordinance that have initiated the majority of the variance requests are the following;

- The number of signs permitted determined by the number of entrances;
- Signage for upper floor commercial tenants is prohibited.

The Historic District Committee and the Design Review Board have reviewed the issue and they feel that the Overlay Signage Standards should just be eliminated. Simplest from a procedural standpoint would be to just eliminate the Overlay standards out of the Zoning Ordinance. They feel the Standard Sign Ordinance does a very good job of regulating signage in the City.

The commercial tenants on the upper floors of buildings developed under the Overlay are not currently permitted signage as they otherwise would be if they were located in a building governed by the Sign Ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

Mr. Baka said he will come back with draft language and then the Planning Board can set a public hearing.

Window signage/treatments

Mr. Baka advised that window signage in the City of Birmingham is currently limited to 12 sq. ft. per frontage (façade facing a street) or 18 sq. ft. per frontage on Woodward Ave. Multiple sections of the Zoning Ordinance regulate the practice of blocking or tinting windows. The idea is to see professionally done window signage. The Zoning Ordinance was recently amended to require clear glazing on all first-floor facades. The Ordinance also states that windows are not allowed to be blocked by opaque materials, the backs of shelving, or signs. This has been interpreted to mean that the view into windows may not be permanently obscured but does not specifically prohibit drapes, blinds or other window treatments.

Ms. Whipple-Boyce said that as long as any amount of window signage is allowed then bad looking windows will be the result. Either allow window signage with a special permit or do not allow it at all. She would never not want to see well-done, attractive signs posted. The excessive signage needs to be cleaned up and people take advantage.

Mr. Jeffares noted it would be a hardship on the retailers not to allow window signage for special promotions. Mr. Baka thought the primary concern is haphazardly applied paper and small fliers. While Code Enforcement is sent out periodically to cite specific complaints and the Planning Division sends out literature to all businesses in town on a regular basis, the problem persists.

Ms. Whipple-Boyce thought a permitting process and quality of materials should be considered. Mr. Share added that he thinks the board can draw a distinction between the Downtown and Woodward Ave. and Fourteen Mile Rd. Think about how to de-clutter that giant street.

Consensus of the board members was to consider window treatments by first-floor tenants in commercial spaces as a separate issue. The treatments are often desired for a variety of reasons. These include protection from the sun or excessive heat, aesthetics, or privacy.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JULY 25, 2018**

City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on July 25, 2018. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Bert Koseck, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Jason Emerine, Nasseem Ramin; Student Representative Ellie McElroy (arrived at 7:42 p.m.)

Absent: Board Members Stuart Jeffares, Daniel Share; Student Representatives Madison Dominato, Sam Fogel

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

07-124-18

3. Sign Ordinance Review

Mr. Baka recalled at the July 11, 2018 Planning Board meeting various issues regarding signage and windows were discussed. Specifically, the issue of the conflicts between the Standard Sign Ordinance and the Overlay Ordinance was discussed. Having two sets of signage standards has made interpretation and enforcement difficult. This issue has led to an inordinate number of variance requests recently.

In addition, staff noted that the Overlay Signage Standards appear in both the Sign Ordinance and the Zoning Ordinance, which is redundant and would require public hearings for both documents in order to make any changes. At the July 11, 2018 meeting there appeared to be consensus that having signage regulations in both documents was not necessary and that eliminating the Overlay Sign Standards from the Zoning Ordinance would be a first step towards correcting the issues being created by having multiple sets of regulations.

Accordingly, the Planning Division has now provided an ordinance amendment that would eliminate the Overlay Signage Standards from the Zoning Ordinance.

Chairman Clein said this needs to be presented by this Board to the City Commission as step one. Ms. Ecker added if this Board decides there should only be one Sign Ordinance, and therefore the Zoning Ordinance Overlay Signage Standards should be eliminated, then a motion to that effect should be directed to the Design Review Board ("DRB"). Then the DRB can provide their

comments on what may need to be changed in the Standard Sign Standards before going to the Commission.

Mr. Baka advised that the DRB and the Historic District Commission ("HDC") had a study session and there was consensus that the Overlay Signage Standards should change and they felt there should be an opportunity to look at the Standard Sign Ordinance and make possible improvements at the same time.

Motion by Mr. Williams

Seconded by Mr. Boyle that the Planning Board set a public hearing date of September 12, 2018 to consider eliminating the Overlay Sign Standards in Article 03, section 3.04 (f) of the Zoning Ordinance. Minutes from the HDC and DRB will be included at the time of the public hearing and the materials will be made available to the public and to the Planning Board.

There were no comments from members of the public at 8:46 p.m.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Boyle, Clein, Emerine, Koseck, Ramin, Whipple-Boyce

Nays: None

Absent: Jeffares, Share

BIRMINGHAM HISTORIC DISTRICT COMMISSION
MINUTES OF AUGUST 15, 2018
Municipal Building Commission Room
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Historic District Commission (“HDC”) held Wednesday, August 15, 2018. Chairman John Henke called the meeting to order at 7:03 p.m.

Present: Chairman John Henke; Board Members Adam Charles, Michael Willoughby; Alternate Board Members Kevin Filthaut, Dulce Fuller

Absent: Board Members Doug Burle, Vice-Chairman Keith Deyer, Natalia Dukas; Student representatives Grace Donati, Ava Wells

Administration: Matthew Baka, Sr. Planner
Carole Salutes, Recording Secretary

08-29-18

STUDY SESSION
Signage Standards

Standard Sign Standards

Mr. Baka discussed the two sets of standards that are used to regulate signage throughout the City. There is the Standard Sign Ordinance which governs most of the City, and the Overlay Sign Ordinance that regulates signage on buildings that were constructed under the Downtown Overlay development standards.

The amount of signage permitted by the Standard Sign Ordinance provisions is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on, provided that they meet all other provisions of the Sign Ordinance.

Overlay Sign Standards

In contrast to the Standard Sign Ordinance, the Overlay Sign Regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to the differing restrictions listed above, there are also subtle differences between the two ordinances which make interpretation confusing for business owners and sign companies.

Over the past year the Board of Zoning Appeals has heard several variance requests for exceptions from the Overlay Signage Standards. The primary cause of these requests has resulted from the difference between what is permitted by the Standard Sign Ordinance and the Overlay Sign Ordinance. The two provisions of the Overlay Sign Ordinance that have initiated the majority of the variance requests are the following;

- The number of signs permitted determined by the number of entrances;
- Signage for upper floor commercial tenants is prohibited;

The commercial tenants on the upper floors of buildings developed under the Overlay are not currently permitted signage as they otherwise would be if they were located in a building governed by the Standard Ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

Window Signage

Window signage in the City of Birmingham is currently limited to 12 sq. ft. per frontage (façade facing a street) or 18 sq. ft. per frontage on Woodward Ave.

The window signage throughout town is inconsistent and often exceeds the allowable amounts permitted by ordinance. While Code Enforcement is sent out periodically to site specific complaints and the Planning Division sends out literature to all businesses in town on a regular basis, the problem persists.

On June 18, 2018 at the joint meeting, the City Commission and Planning Board discussed the issue of signage standards. There was consensus that the Sign Ordinance should be studied and amended as deemed appropriate.

Chairman Henke thought that window signage is more of a compliance issue than the Ordinance itself. He requested a strike-out copy of the Window Signage Ordinance for the next meeting.

DESIGN REVIEW BOARD
MINUTES OF AUGUST 15, 2018
Municipal Building Commission Room
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Design Review Board ("DRB") held Wednesday, August 15, 2018. Chairman John Henke called the meeting to order at 7:15 p.m.

Present: Chairman John Henke; Board Members Joseph Mercurio, Michael Willoughby;
Alternate Board Members Adam Charles, Dulce Fuller

Absent: Board Members Vice-Chairman Keith Deyer; Natalia Dukas, Lauren Tolles;
Student Representatives Grace Donati, Ava Wells

Administration: Matthew Baka, Sr. Planner
Carole Salutes, Recording Secretary

08-33-18

STUDY SESSION
Overlay Signage

The City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the Standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance which regulates signage on buildings that were constructed under the Downtown Overlay development standards.

Standard Sign Ordinance

The amount of signage permitted by the Standard Sign Ordinance provisions is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on provided that they meet all other provisions of the Sign Ordinance.

Overlay Sign Standards

In contrast to the Standard Sign Ordinance, the Overlay Sign Regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to the differing restrictions listed above, there are also subtle differences between the two ordinances which make interpretation confusing for business owners and sign companies.

Issue

Over the past year the Board of Zoning Appeals has heard several variance requests for exceptions from the Overlay Signage Standards. The primary cause of these requests has resulted from the difference between what is permitted by the Standard Sign Ordinance and the

Overlay Sign Ordinance. The two provisions of the Overlay Sign Ordinance that have initiated the majority of the variance requests are the following:

- The number of signs permitted determined by the number of entrances;
- Signage for upper floor commercial tenants is prohibited.

The commercial tenants on the upper floors of buildings developed under the Overlay are not currently permitted signage as they otherwise would be if they were located in a building governed by the Standard Ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

The Standard Sign Ordinance regulates signage by the size and location of the building and allows tenants/property owners to divide the allowable signage between tenants as they see fit. The successful variance requests that have been heard recently have argued that it is a hardship for the signage options to be limited in ways that are afforded to the majority of properties in the City.

Window Signage:

Window signage in the City of Birmingham is currently limited to 12 sq. ft. per frontage or 18 sq. ft. per frontage on Woodward Ave. The window signage throughout town is inconsistent and often exceeds the allowable amounts permitted by ordinance. While Code Enforcement is sent out periodically to cite specific complaints and the Planning Division sends out literature to all businesses in town on a regular basis, the problem persists.

On June 18, 2018 at the joint meeting the City Commission and Planning Board discussed the issue of signage. There was consensus at that time that the sign ordinance should be studied and amended as deemed appropriate.

This matter will be taken up at a future meeting.

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

City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on September 12, 2018. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Daniel Share, Janelle Whipple-Boyce (arrived at 7:45 p.m.), Bryan Williams; Alternate Board Member Jason Emerine; Student Representative Madison Dominato

Also Present: Nasseem Ramin

Absent: Board Member Daniel Share; Student Representatives Sam Fogel, Ellie McElroy

Administration: Jana Ecker, Planning Director
Brooks Cowan, Planner
Carole Salutes, Recording Secretary

09-152-18

PUBLIC HEARINGS

1. OVERLAY SIGN STANDARDS - PROPOSED AMENDMENTS TO CHAPTER 126, ZONING, OF THE CITY CODE TO DELETE ARTICLE 03, OVERLAY DISTRICTS, SECTION 3.04 (f) SPECIFIC STANDARDS, SECTION 3.04, DOWNTOWN OVERLAY DISTRICT TO ELIMINATE THE OVERLAY SIGNAGE STANDARDS

The Chairman opened the public hearing at 7:39 p.m.

Ms. Ecker recalled that the Board has talked about this on several occasions. She explained that the City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance which regulates signage on buildings that were constructed under the Downtown Overlay development standards. The amount of signage permitted by the standard Sign Ordinance provisions is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on provided that they meet all other provisions of the Sign Ordinance.

In contrast to the standard Sign Ordinance, the Overlay Sign Regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign.

On June 18, 2018 at the joint City Commission/Planning Board joint meeting there was consensus that the Sign Ordinance should be studied and amended as deemed appropriate.

In July the Planning Board talked about this twice and the consensus was to set a public hearing date of September 12, 2018. The standard Sign Ordinance is not impacted; the change is to consider eliminating the Overlay Sign Standards in Article 03, section 3.04 (f) of the Zoning Ordinance in their entirety so that the same sign standards apply throughout the whole City.

Mr. Baka has indicated that the Design Review Board has also considered this issue recently, and is in agreement with eliminating the Downtown Overlay District Sign Standards. They plan to hold a public hearing to consider some changes to the Sign Ordinance.

No one from the public wished to comment.

Motion by Mr. Williams

Seconded by Mr. Koseck to recommend approval to the City Commission to eliminate the Overlay Sign Standards in Article 03, section 3.04 (f) of the Zoning Ordinance in their entirety.

Motion carried, 6-0.

There was no discussion on the motion from members of the audience.

VOICE VOTE

Yeas: Williams, Koseck, Boyle, Clein, Emerine, Jeffares

Nays: None

Absent: Share, Whipple-Boyce

The Chairman closed the public hearing at 7:39 p.m.

BIRMINGHAM HISTORIC DISTRICT COMMISSION
MINUTES OF OCTOBER 3, 2018
Municipal Building Commission Room
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Historic District Commission ("HDC") held Wednesday, October 3, 2018. Chairman John Henke called the meeting to order at 7 p.m.

Present: Chairman John Henke; Board Members Doug Burley (arrived at 7:15 p.m.), Vice-Chairman Keith Deyer, Michael Willoughby; Alternate Board Member Kevin Filthaut

Absent: Board Member Natalia Dukas; Alternate Member Dulce Fuller; Student representatives Grace Donati, Ava Wells

Administration: Matthew Baka, Sr. Planner
Carole Salutes, Recording Secretary

10-37-18

STUDY SESSION
Overlay Signage Standards

Mr. Baka provided background information.

The City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the Standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance which regulates signage on buildings that were constructed under the Downtown Overlay development standards.

Standard Sign Ordinance

The amount of signage permitted by the Standard Sign Ordinance provisions is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on, provided that they meet all other provisions of the Sign Ordinance.

Overlay Sign Standards

In contrast to the Standard Sign Ordinance, the Overlay Sign Regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to the differing restrictions listed above, there are also subtle differences between the two ordinances which make interpretation confusing for business owners and sign companies.

Issue
Overlay

Over the past year the Board of Zoning Appeals has heard several variance requests for exceptions from the Overlay Signage Standards. The primary cause of these requests has resulted from the difference between what is permitted by the Standard Sign Ordinance and the Overlay Sign Ordinance. The two provisions of the Overlay Sign Ordinance that have initiated the majority of the variance requests are the following:

- The number of signs permitted determined by the number of entrances;
- Signage for upper floor commercial tenants is prohibited.

The commercial tenants on the upper floors of buildings developed under the Overlay are not currently permitted signage as they otherwise would be if they were located in a building governed by the Standard Ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

Discussion

Overlay

The Standard Sign Ordinance regulates signage by the size and location of the building and allows tenants/property owners to divide the allowable signage between tenants as they see fit. The successful variance requests that have been heard recently have argued that it is a hardship for the signage options to be limited in ways that are afforded to the majority of properties in the City.

On June 18, 2018 at the City Commission/Planning Board joint meeting the City Commission and Planning Board discussed this issue. There was consensus that the Sign Ordinance should be studied and amended as deemed appropriate.

Window Signage:

Window signage in the City of Birmingham is currently limited to 12 sq. ft. per linear frontage or 18 sq. ft. per linear frontage on Woodward Ave. The window signage throughout town is inconsistent and often exceeds the allowable amounts permitted by ordinance. While Code Enforcement is sent out periodically to cite specific complaints and the Planning Division sends out literature to all businesses in town on a regular basis, the problem persists.

On June 18, 2018 at the joint meeting the City Commission and Planning Board discussed the issue of window signage. There was consensus at that time that the Sign Ordinance should be studied and amended as deemed appropriate.

Staff has provided draft ordinance language that would add regulations regarding the application and maintenance of window signs.

Mr. Deyer said he has noticed that businesses outside of Birmingham have been adding perimeter lighting around their windows. In effect, they are trying to create additional signage. Mr. Baka responded that Birmingham has always enforced that as not being permitted.

Discussion brought out that eliminating the Overlay Signage Standards helps the business owners that are under the Overlay. The Standard Sign Ordinance is much more flexible

Motion by Mr. Deyer

Seconded by Mr. Filthaut to set a public hearing of November 7, 2018 to consider amendments to the Birmingham Sign Ordinance eliminating the Overlay Signage Standards and adding regulations regarding the application and maintenance of Window Signage.

Motion carried, 5-0.

Yeas: Deyer, Filthaut, Burley, Henke, Willoughby

Nays: None

Absent: Dukas, Fuller

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**DESIGN REVIEW BOARD
MINUTES OF OCTOBER 3, 2018**

Municipal Building Commission Room
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Design Review Board ("DRB") held Wednesday, October 3, 2018. Chairman John Henke called the meeting to order at 7:16 p.m.

Present: Chairman John Henke; Board Members Vice-Chairman Keith Deyer, Joseph Mercurio, Michael Willoughby

Absent: Board Members Natalia Dukas, Alternate Board Member Dulce Fuller; Student Representatives Grace Donati, Ava Wells

Administration: Matthew Baka, Sr. Planner
Carole Salutes, Recording Secretary

10-38-18

STUDY SESSION

Overlay Signage and Window Signage

Mr. Baka said that a separate public hearing needs to be set up for this board the same as it was for the HDC.

Motion by Mr. Deyer

Seconded by Mr. Mercurio to set a public hearing of November 7, 2018 to consider amendments to the Birmingham Sign Ordinance eliminating the Overlay Signage Standards and adding regulations regarding the application and maintenance of Window Signage.

Motion carried, 4-0.

VOICE VOTE

Yeas: Deyer, Mercurio, Henke, Willoughby

Nays: None

Absent: Dukas, Fuller

BIRMINGHAM HISTORIC DISTRICT COMMISSION
MINUTES OF NOVEMBER 7, 2018
Municipal Building Commission Room
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Historic District Commission ("HDC") held Wednesday, November 7, 2018. Vice-Chairman Keith Deyer called the meeting to order at 7 p.m.

1) ROLL CALL

Present: Vice-Chairman Keith Deyer, Board Members Doug Burley, Michael Willoughby
Alternate Member Kevin Filthaut,

Absent: Chairman John Henke; Board Member Natalia Dukas; Alternate Board Member
Dulce Fuller; Student representatives Grace Donati, Ava Wells

Administration: Matthew Baka, Sr. Planner
Carole Salutes, Recording Secretary

11-47-18

3) PUBLIC HEARING

Sign Ordinance Amendment - Elimination of overlay sign standards and addition of window signage standards

The public hearing opened at 7:05 p.m.

Overlay Sign Standards

Mr. Baka provided background information. The City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the Standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance which regulates signage on buildings that were constructed under the Downtown Overlay development standards.

The amount of signage permitted by the Standard Sign Ordinance provisions is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on, provided that they meet all other provisions of the Sign Ordinance.

In contrast to the Standard Sign Ordinance, the Overlay Sign Regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to the differing restrictions listed above, there are also subtle differences

between the two ordinances which make interpretation confusing for business owners and sign companies.

Issue:

Overlay: Over the past year the Board of Zoning Appeals has heard several variance requests for exceptions from the Overlay Signage Standards. The primary cause of these requests has resulted from the difference between what is permitted by the Standard Sign Ordinance and the Overlay Sign Ordinance. The two provisions of the Overlay Sign Ordinance that have initiated the majority of the variance requests are the following:

- The number of signs permitted determined by the number of entrances;
- Signage for upper floor commercial tenants is prohibited.

The commercial tenants on the upper floors of buildings developed under the Overlay are not currently permitted signage as they otherwise would be if they were located in a building governed by the Standard Ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

Discussion:

Overlay: The Standard Sign Ordinance regulates signage by the size and location of the building and allows tenants/property owners to divide the allowable signage between tenants as they see fit. The successful variance requests that have been heard recently have argued that it is a hardship for the signage options to be limited in ways that are afforded to the majority of properties in the City.

On June 18, 2018 at the City Commission/Planning Board joint meeting the City Commission and Planning Board discussed this issue. There was consensus that the Sign Ordinance should be studied and amended as deemed appropriate.

Window Signage

Window signage in the City of Birmingham is currently limited to 12 sq. ft. per linear frontage or 18 sq. ft. per linear frontage on Woodward Ave.

The window signage throughout town is inconsistent and often exceeds the allowable amounts permitted by ordinance. While Code Enforcement is sent out periodically to cite specific complaints and the Planning Division sends out literature to all businesses in town on a regular basis, the problem persists.

On June 18, 2018 at the joint meeting the City Commission and Planning Board discussed the issue of window signage. There was consensus at that time that the Sign Ordinance should be studied and amended as deemed appropriate.

On October 3, 2018 the HDC set a public hearing date for November 7, 2018.

Motion by Mr. Willoughby

Seconded by Mr. Filthaut to recommend APPROVAL to the City Commission of the proposed amendments to the Birmingham Sign Ordinance eliminating the Overlay Signage Standards and adding regulations regarding the application and maintenance of window signage.

Motion carried, 4-0.

VOICE VOTE

Yeas: Willoughby, Filthaut, Burley, Deyer

Nays:

None

Absent: Dukas, Fuller, Henke

The public hearing closed at 7:08 p.m.

**DESIGN REVIEW BOARD
MINUTES OF DECEMBER 5, 2018**
Municipal Building Commission Room
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Design Review Board ("DRB") held Wednesday, December 5, 2018. Vice-Chairman Keith Deyer called the meeting to order at 7:16 p.m.

1) ROLL CALL

Present: Vice-Chairman Keith Deyer, Board Members Joseph Mercurio, Michael Willoughby, Alternate Board Member Dulce Fuller

Also

Present: Gigi Debrecht, Patricia Lang

Absent: Chairman John Henke; Board Member Natalia Dukas, Student Representatives Grace Donati, Ava Wells

Administration: Matthew Baka, Sr. Planner
Carole Salutes, Recording Secretary

12-47-18

3) PUBLIC HEARING

Sign Ordinance Amendment - elimination of Overlay Sign Standards and addition of window signage standards

The Vice-Chairman opened the public hearing at 7:18 p.m.

Overlay Sign Standards

The City of Birmingham has two sets of standards that are used to regulate signage throughout the City. There is the Standard Sign Ordinance which governs most of the City, and there is the Overlay Sign Ordinance which regulates signage on buildings that were constructed under the Downtown Overlay development standards. The amount of signage permitted by the Standard Sign Ordinance provisions is based on the amount of building frontage. The width of the building determines the amount of square footage that can be used for signage. The allowable signage can be divided among any of the building tenants regardless of which floor they are located on provided that they meet all other provisions of the Sign Ordinance. In contrast to the Standard Sign Ordinance, the Overlay sign regulations do not limit the amount of signage or number of signs. Instead the number of signs permitted is dictated by the number of entrances and only tenants whose primary square footage is located on the first floor may have a sign. In addition to

the differing restrictions listed above, there are also subtle differences between the two ordinances which make interpretation confusing for business owners and sign companies. In an attempt to illustrate the differences, the planning staff has created a chart that outlines the main differences between the ordinance sections and how they affect the use of signage in the City.

Issue:

Overlay

Over the past year the Board of Zoning Appeals has heard several variance requests for exceptions from the Overlay signage standards. The primary cause of these requests has resulted from the difference between what is permitted by the Standard Sign Ordinance and the Overlay Sign Ordinance. The two provisions of the Overlay Sign Ordinance that have initiated the majority of the variance requests are the following:

- The number of signs permitted determined by the number of entrances;
- Signage for upper floor commercial tenants is prohibited.

The commercial tenants on the upper floors of buildings developed under the Overlay are not currently permitted signage as they otherwise would be if they were located in a building governed by the standard ordinance. In addition, the limitation of one sign per entry does not take into consideration businesses that occupy a corner space.

Discussion:

Overlay

The Standard Sign Ordinance regulates signage by the size and location of the building and allows tenants/property owners to divide the allowable signage between tenants as they see fit. The successful variance requests that have been heard recently have argued that it is a hardship for the signage options to be limited in ways that are afforded to the majority of properties in the City. On June 18, 2018 the City Commission and Planning Board discussed this issue at their joint meeting. There was consensus at that time that the Sign Ordinance should be studied and amended as deemed appropriate.

Window Signage

Window signage in the City of Birmingham is currently limited to 12 sq. ft. per frontage (façade facing a street) or 18 sq. ft. per frontage on Woodward Ave. The window signage throughout town is inconsistent and often exceeds the allowable amounts permitted by Ordinance. While code enforcement is sent out periodically to cite specific complaints and the Planning Division sends out literature to all businesses in town on a regular basis, the problem persists.

On June 18, 2018 at the joint meeting the City Commission and Planning Board discussed this issue. There was consensus at that time that the Sign Ordinance should be studied and amended as deemed appropriate.

Vice-Chairman Deyer recalled the Sign Ordinance Amendment was approved at the last meeting of the HDC but it couldn't be passed at the DRB because they didn't have a quorum.

There were no public comments relative to changes to the Overlay Sign Standards at 7:19 p.m.

Motion by Mr. Willoughby

Seconded by Ms. Fuller to recommend APPROVAL to the City Commission of the proposed amendments to the Birmingham Sign Ordinance eliminating the Overlay Signage Standards and adding regulations regarding the application and maintenance of Window Signage.

Motion carried, 4-0.

VOICE VOTE

Yeas: Willoughby, Fuller, Deyer, Mercurio

Nays: None

Absent: Dukas

The public hearing closed at 7:20 p.m.

DATE: January 14, 2019

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Sculpture Loan Addendum

INTRODUCTION:

The Public Arts Board intends on distributing promotional materials such as posters, pamphlets, and flyers that contain various images of Birmingham sculptures. Not all sculpture loan agreements contain an article permitting the City to use photographic images of the sculptures for promotional material. An addendum to the sculpture loan contracts has been created for the necessary sculptures on loan in order to permit the use of their photos for City purposes.

BACKGROUND:

The Public Arts Board has been working on designing promotional material related to the City of Birmingham's Art in Public Spaces program. Members of the Board inquired about the use of photographs in promotional material that involve sculptures on loan. This question was then forwarded to the City Attorney's office along with all of the contracts for the sculptures on loan. The City Attorney's office determined that certain loan agreements needed to have an addendum signed and approved in order to print promotional materials that included photos of their sculptures. Addendums were made for the following agreements:

- "L.O.L" – Kirk Newman
- "Windswept" – Gary Kulak
- "Eastern Hophornbeam" – Robert Lobe

The City Attorney's office also mentioned that the 1991 agreement includes a provision stating that the Birmingham Bloomfield Cultural Council will provide the City with *"...a release signed by the artist...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."*

This statement was applied to the following sculptures:

- "Counselor" (Flower) – Chris Yockey
- "Untitled #2" (Bird) – Nathan Diana
- "Heart of Tetrahedron" – Mark di Suvero
- "Choopy" – Mark di Suvero

The City does not have such releases signed by the artist at this time. After speaking with the Public Arts Board, they have agreed to move forward without using the images of sculptures by Nathan Diana, Chris Yockey, or Mark di Suvero for promotional material. In the meantime, the City is working on obtaining signatures for future use of photographs in promotional material.

LEGAL REVIEW:

The City Attorney has reviewed the lease agreements for the eight sculptures on loan and determined that seven of them needed addendum signatures and/or releases that include a clause allowing the City to use photos of the artist's work. The City was able to obtain three of the necessary signatures which are attached below.

FISCAL IMPACT:

Under current sculpture loan agreement, artists are responsible for all costs related to installation and removal of their loaned sculpture. The CityScapes Art in Public Spaces program provides insurance for the loaned sculptures. The City also provides a \$5,000 budget to the Public Arts Board which will be used for promotional materials including photos of sculptures.

SUMMARY:

The action being suggested is to approve or deny the addendums to the loan agreement for public art sculptures that allows the use of sculpture photos in promotional materials.

ATTACHMENTS:

- Public Arts Board Memo and Minutes
- Signed sculpture loan addendums and releases
- Photos of sculptures

SUGGESTED RESOLUTION:

To approve the addendums to the sculpture loan agreement for L.O.L., Windswept, and Eastern Hophornbeam to allow the City to use photos of loaned sculptures for promotional materials.

And

Further, to direct the Mayor and City Clerk to sign the addendums on behalf of the City.

**ADDENDUM TO SCULPTURE INSTALLATION AND MAINTENANCE
AGREEMENT**

This Addendum made this ____ day of _____, 2018, by and between the City of Birmingham, a Michigan municipal corporation (hereinafter called the "City"), whose address is 151 Martin Street, Birmingham, Michigan, 48009, and Catalyst Development Co. 8, L.L.C., a Michigan limited liability company (hereinafter called the "Owner"), whose address is 100 West Michigan Avenue, Suite 300, Kalamazoo, Michigan 49007.

WHEREAS, the City and Owner entered into a Sculpture Installation and Maintenance Agreement on June 13, 2011 ("Contract") for Owner to install and maintain "L.O.L." sculpture near the intersection of Peabody Street and West Maple Road;

WHEREAS, the Contract provides that owner retain ownership of the sculpture;

WHEREAS, the Owner shall be responsible for all maintenance and conservation of the Sculpture at its own expense;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That paragraph 13 of the Contract shall be, and hereby is, included to read as follows:

Release. In consideration of the City's display of the sculpture on public property, Owner hereby grants to the City of Birmingham, its officers and employees, the right to photograph the sculpture and the further right to use photographic images of the sculpture in promotional material prepared by or for the City of Birmingham including any commercial or noncommercial promotion materials. Owner waives any rights to payments from the sale of any City promotional materials that feature the sculpture.

2. All other provisions in the Contract are unaffected and shall remain in force.

3. This Addendum and the Contract shall be construed in accordance with the laws of the State of Michigan.
4. This Addendum shall supplement the Contract. No modification of the Contract or this Addendum shall be binding upon the parties unless in writing and signed by both parties.
5. In the event of any inconsistencies between this Addendum and the Contract, this Addendum shall be deemed controlling.

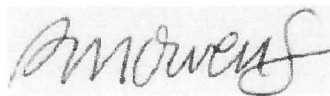
IN WITNESS WHEREOF, the parties execute this Addendum.

WITNESSES:



**OWNER: CATALYST
DEVELOPMENT CO. 8, LLC, a
Michigan limited liability company**

By: _____



Name: Patti M. Owens
Its: Managing Director

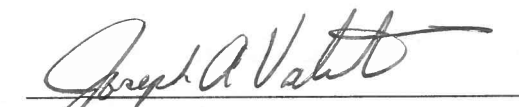
CITY OF BIRMINGHAM:

By: _____


Cherilynn Mynsberge, City Clerk

Patricia Bordman, Mayor

APPROVED:



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



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



Jana Ecker, Planning Director
(Approved as to substance)



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

**ADDENDUM TO SCULPTURE INSTALLATION AND MAINTENANCE
AGREEMENT**

This Addendum made this ____ day of _____, 2018, by and between the City of Birmingham, a Michigan municipal corporation (hereinafter called the “City”), whose address is 151 Martin Street, Birmingham, Michigan, 48009, and Gary Kulak Sculpture LLC (hereinafter called the “Owner”), a Birmingham resident whose address is 1427 Humphrey Avenue, Birmingham, Michigan 48009.

WHEREAS, the City and Owner entered into a Sculpture Installation and Maintenance Agreement on _____, 201_ (“Contract”) for Owner to install and maintain the “Windswept” sculpture at Barnum Park;

WHEREAS, the Contract provides that owner retain ownership of the sculpture;

WHEREAS, the Owner shall be responsible for all maintenance and conservation of the Sculpture at his own expense;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That paragraph 15 of the Contract shall be, and here by is, included to read as follows:

Release. In consideration of the City’s display of the sculpture on public property, Owner hereby grant to the City of Birmingham, its officers and employees, the right to photograph the sculpture and the further right to use photographic images of the sculpture in promotional material prepared by or for the City of Birmingham including any commercial or noncommercial promotion materials. Owner waives any rights to payments from the sale of any City promotional materials that feature the sculpture.


2. All other provisions in the Contract are unaffected and shall remain in force.

3. This Addendum and the Contract shall be construed in accordance with the laws of the State of Michigan.
4. This Addendum shall supplement the Contract. No modification of the Contract or this Addendum shall be binding upon the parties unless in writing and signed by both parties.
5. In the event of any inconsistencies between this Addendum and the Contract, this Addendum shall be deemed controlling.

IN WITNESS WHEREOF, the parties execute this Addendum.

WITNESSES:

OWNER: Gary Kulak Sculpture LLC

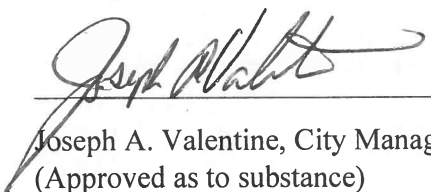
By: 
Name: Gary Kulak


CITY OF BIRMINGHAM:

Cherilynn Mynsberge, City Clerk

By: _____
Patricia Bordman, Mayor

APPROVED:


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


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



Jana Ecker, Planning Director
(Approved as to substance)



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

**ADDENDUM TO SCULPTURE INSTALLATION AND MAINTENANCE
AGREEMENT**

This Addendum made this ____ day of _____ 2018, by and between the City of Birmingham, a Michigan municipal corporation (hereinafter called the "City"), whose address is 151 Martin Street, Birmingham, Michigan, 48009, and Hill Gallery (hereinafter called the "Owner Representative"), whose address is 407 W. Brown Street, Birmingham, Michigan 48009.

WHEREAS, Robert Lobe, owner of the "Eastern Hophornbeam " sculpture, loaned his "Eastern Hophornbeam" sculpture to Owner Representative and authorized Owner Representative to act as his representative with respect to the sculpture;

WHEREAS, the City and Owner Representative entered into a Sculpture Installation and Maintenance Agreement on May 5, 2018 ("Contract") for Owner Representative to install and maintain "Eastern Hophornbeam" sculpture at Booth Park near Old Woodward Avenue and Harmon Street;

WHEREAS, the Contract provides that Owner Representative retain ownership of the sculpture;

WHEREAS, the Owner Representative shall be responsible for all maintenance and conservation of the Sculpture at his own expense;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That paragraph 10 of the Contract shall be, and here by is, included to read as follows:

Release. In consideration of the City's display of the sculpture on public property, Owner Representative hereby grants to the City of Birmingham, its officers and

employees, the right to photograph the sculpture and the further right to use photographic images of the sculpture in promotional material prepared by or for the City of Birmingham including any commercial or noncommercial promotion materials. Owner Representative waives any rights to payments from the sale of any City promotional materials that feature the sculpture.

2. That paragraph 11 of the Contract shall be, and here by is, included to read as follows:

Release. In consideration of the City's display of the sculpture on public property, owner Robert Lobe hereby grants to the City of Birmingham, its officers and employees, the right to photograph the sculpture and the further right to use photographic images of the sculpture in promotional material prepared by or for the City of Birmingham including any commercial or noncommercial promotion materials. Owner Robert Lobe waives any rights to payments from the sale of any City promotional materials that feature the sculpture.

3. All other provisions in the Contract are unaffected and shall remain in force.

4. This Addendum and the Contract shall be construed in accordance with the laws of the State of Michigan.

5. This Addendum shall supplement the Contract. No modification of the Contract or this Addendum shall be binding upon the parties unless in writing and signed by both parties.

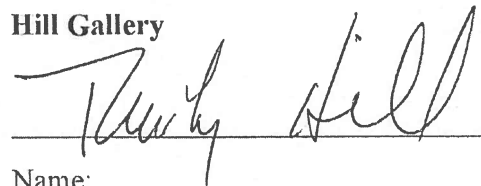
6. In the event of any inconsistencies between this Addendum and the Contract, this Addendum shall be deemed controlling.

IN WITNESS WHEREOF, the parties execute this Addendum.

WITNESSES :

OWNER REPRESENTATIVE:
Hill Gallery

By:



Name:

OWNER:

Robert Lobe

By: Robert Lobe

Name: Robert Lobe

CITY OF BIRMINGHAM:

Cherilynn Mynsberge, City Clerk

By: _____
Patricia Bordman, Mayor

APPROVED:

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

Jana Ecker
Jana Ecker, Planning Director
(Approved as to substance)

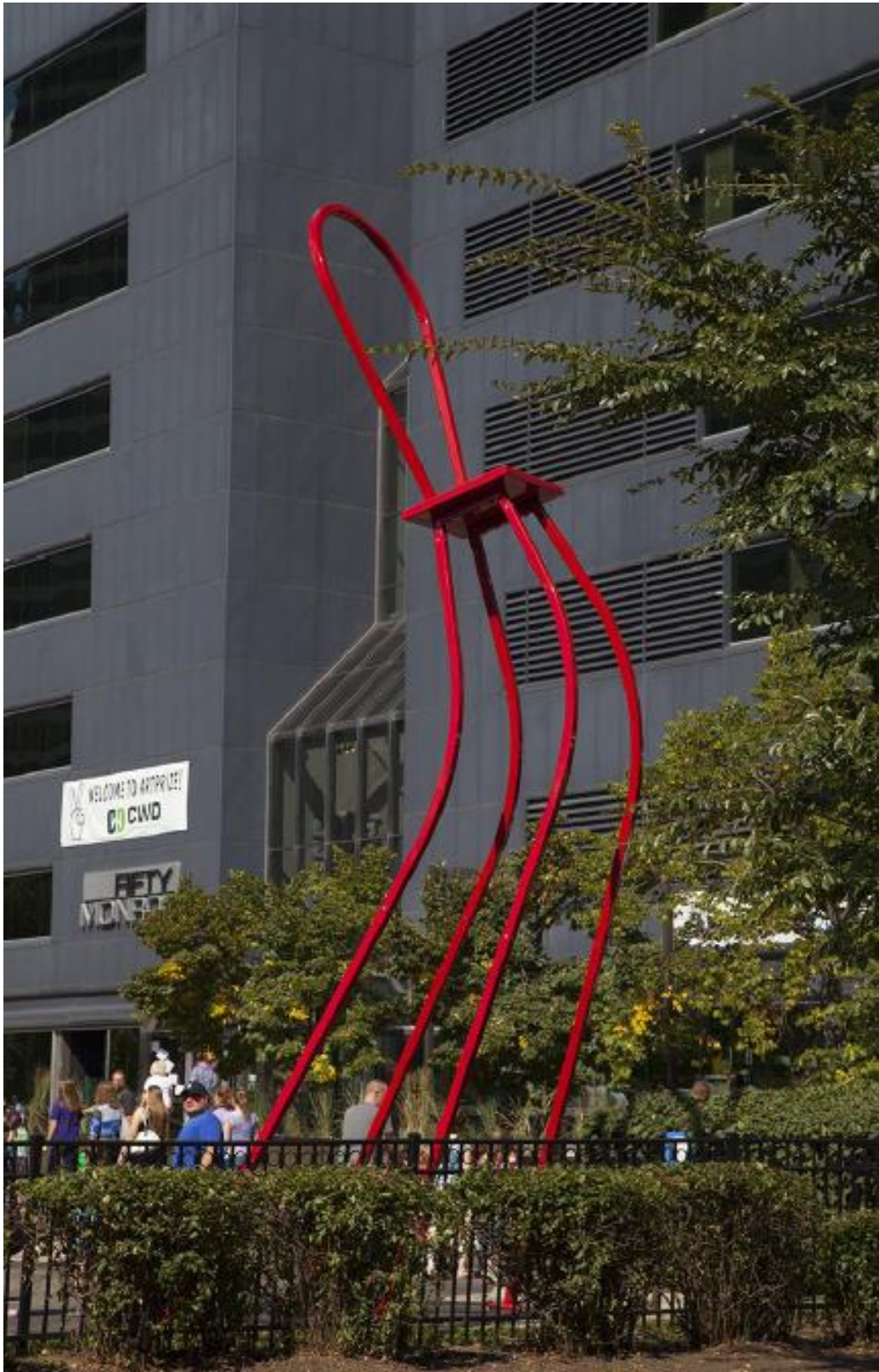
Timothy J. Currier
Timothy J. Currier, City Attorney
(Approved as to form)

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

L.O.L – Kirk Newman



Windswept – Gary Kulak



Eastern Hophornbeam – Robert Lobe



DATE: January 4, 2019

TO: Joseph A. Valentine, City Manager

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

SUBJECT: PY 2018 Community Development Block Grant (CDBG)
Public Services Contract

INTRODUCTION:

The City has been notified by Oakland County that funding from the federal government for the program year 2018 Community Development Block Grant (CDBG) has been secured and the City may start spending these funds. The City contracts with an outside agency to administer the public services portion of the grant. The public services contract must be approved by the City and submitted to Oakland County in order for those funds to be spent.

BACKGROUND:

The City Commission approved the program year 2018 CDBG grant application on December 4, 2017 which provided estimated funding for yard services and senior outreach services in the amount of \$6,306 and \$3,300, respectively. At the City Commission meeting on November 19, 2018, the City Commission approved the subrecipient agreement which included an increase in funding for yard services of \$480 to \$6,786 based on finalized funding amounts. On December 19, 2018, the City received notification from Oakland County that the City could start expending these funds.

In order to spend the funding for yard services and senior outreach services, the City needs to contract with an outside agency to provide these services to its residents. On June 24, 2018, a request for proposal (RFP) for yard services and senior outreach services was advertised in the Observer & Eccentric Newspaper and sent to three potential agencies using a Public Service Directory provided by Oakland County.

On Wednesday, July 25, 2018, sealed bid proposals entitled, "CDBG Bid Proposal" were opened and read. The City received one bid as follows:

Bid Results:

Agency	Bid
NEXT	\$6,100 Yard Services, \$3,300 Senior Outreach, \$8,500 Minor Home Repair Total bid: \$17,900
Oakland Livingston Human Services Agency (OLHSA)	No bid was received
Community Services of Oakland (CSO)	No bid was received

The bid was evaluated on a point rating system as required by Oakland County's procurement guidelines. This system allows the decision to be based on the best service provider not solely based on the lowest price. The criteria and points rating system was established before the RFP was issued and all potential bidders were informed of this process.

In evaluating the bid, NEXT received an average point score of 100 based on NEXT's past experience with the City, availability of qualified personnel, capability, and familiarity with the CDBG program. Currently, NEXT is administering the City's 2017-2018 CDBG Yard Service, Senior Outreach Service, and Minor Home Repair program.

LEGAL REVIEW:

The attached contract between NEXT and the City is based on a template provided by Oakland County CDBG requirements and was reviewed by the City's attorney. There are no legal issues pertaining to this contract.

FISCAL IMPACT:

The 2018-2019 budget was amended at the City Commission meeting on November 19, 2018, to include the extra funding for yard services. No other amendments are necessary at this time.

SUMMARY:

It is recommended that the Public Services Contract be awarded to NEXT for the 2018-2019 Program Year with an ending contract date of December 31, 2019 which is the maximum 1.5 year contract date allowable by Oakland County. This will allow NEXT until December 31, 2019 to expend their grant balance.

ATTACHMENTS:

- 1) Oakland County Letter to Spend
- 2) NEXT/City Public Services Contract
- 3) Minutes approving 2018 CDBG application
- 4) RFP advertisement

SUGGESTED RESOLUTION:

To award the 2018-2019 Public Services contract totaling \$10,086.00 for Yard Services and Senior Outreach Services to NEXT under the Community Development Block Grant Program; and further, to authorize the Mayor to sign the contract on behalf of the City.



COMMUNITY &
HOME IMPROVEMENT

OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

Karry L. Rieth,, Manager
(248) 858-0493

December 19, 2018

Dear Community Development Block Grant (CDBG) Administrator:

The Community & Home Improvement Division is pleased to inform you that you may now obligate and expend program year (PY) 2018 Community Development Block Grant (CDBG) funds.

The enclosed materials including this letter, Subrecipient Agreement, Funding Approval/Agreement, Project Summary and Area Wide Benefit Map should be maintained in your PY 2018 application files to document the official release of funds.

The enclosed Subrecipient Agreement is required under federal regulation and specifies your record keeping, auditing, monitoring, property disposition, environmental and other responsibilities under the Oakland County CDBG program. The Subrecipient Agreement is in effect until all PY 2018 funds are expended and record keeping, record retention and audit responsibilities are satisfied as specified. Please file your signed copy of the Subrecipient Agreement with your PY 2018 application.

Please review the PY 2018 Project Summary carefully. It is the official description of your community's approved 2018 CDBG activities and takes precedence over the PY 2018 CDBG application submitted to this office in the fall of 2017.

All CDBG funds must be expended in compliance with applicable federal, state and county laws and regulations, and with any restrictions listed on the project summary. The following comments and/or instructions constitute part of your project summary:

- No projects funded in whole or in part by CDBG funds may take place within wetlands areas unless an eight-step* environmental review process is followed to determine that no practicable alternative to the project exists and all necessary state permits have been obtained.
- No categorically excluded or environmentally assessed project (coded 2 or 3 respectively on the project summary) funded in whole or in part by CDBG funds, may take place within a 100 or 500-year floodplain as identified by the Federal Emergency Management Agency (FEMA) unless an eight-step* process is followed to determine that no practicable alternative to the project exists.

* Eight-step environmental reviews must be approved by Cherri Janeczek, Environmental Officer, at time of application.

As part of the County's environmental review record procedures, various local, state and federal agencies received a copy of the 2018 CDBG application for review. If an agency commented on activities their remarks are also enclosed as attachments. These comments constitute part of your PY 2018 Project Summary.

If you have questions regarding the enclosed information, please contact Carla Spradlin, Grant Compliance and Program Coordinator, at (248) 858-5312. We look forward to working with you during this new program year.

Sincerely,

Karry L. Rieth
Manager

Oakland County Community and Home Improvement PY 2018 Community Development Block Grant Project Summary

PY	2018	OPT UNIT	Birmingham	ACCOUNT #	731619	ID	9
PROJECT	PUBLIC FACILITIES & IMPROVS			ACCOUNT	Remove Architectural Barriers		
IDIS PROJECT #	10	IDIS ACTIVITY #		UNITS	1	APPROPRIATION	\$23,535.00
DESCRIPTION	Retrofit existing entrance to ADA standards.						

LOCATION	Birmingham Racquet Club	PIN	20-31-403-028
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ADDRESS	2100 E. Lincoln	LOCALITY	Birmingham 48012
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L/M	
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ENV CODE	A (2) Cat Excluded per 24 CFR 58.35	MATRIX	03	AUTHORITY	570.201 (c)
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<input checked="" type="checkbox"/>	CONTRACT REQUIRED	<input checked="" type="checkbox"/>	CONTACT CONTRACT COMPLIANCE WHEN COMPILING BIDS/SPECS
<input type="checkbox"/>	HOUSEHOLD DBA REQUIRED	<input type="checkbox"/>	PERSON DBA REQUIRED

OBJECTIVE	Suitable Living Environment	GOAL	Strengthen Communities
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INDICATOR	# of LMI HH with new or improved access	OUTCOME	Improved Availability/Access
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NOTES	A finding of No Significant Environmental Impact has been determined. MI SHPO review may be required.
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REVISED	
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TOTAL APPROPRIATION	
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SPENDING PERFORMANCE	HUD requires Oakland County to achieve a 1.5 Spending Performance Ratio by May 1st of each year.
REQUIRED DRAWS	One draw every 9 months per activity from the Letter to Spend date in IDIS.
REQUIRED EXPENDITURES	All funds per year per activity must be spent in 2 years from Letter to Spend date in IDIS.
RECAPTURE POLICY	After 2 years all unobligated funds will be evaluated for possible recapture.
EMERGENCY SERVICES	Income and other relevant documentation must be provided to the Contract Compliance Officer. If the emergency assistance includes grant payments, these payments cannot last more than 3 consecutive months per household.
FLOOD PLAIN AREAS	Communities with floodplain areas may have issues related to Environmentally Assessed and Categorically Excluded activities. Contact the Environmental Officer (248) 858-1191.
INCOME QUALIFICATION	Eligibility for all types of Minor Home Repair, Special Assessment and some Public Services is based on household income and requires 3rd party verification based on HUD Section 8 income guidelines. Contact Contract Compliance (248) 858-0196.
PROCUREMENT	All goods and services must be purchased in accordance with CDBG competitive procurement guidelines. Contact Contract Compliance (248) 858-0196.
ELDERLY DEFINITION	HUD defines elderly person as 62 yrs or more.
SEVERLY DISABLED ADULT DEFINITION = 18 YRS AND OLDER	Use wchair/aid 6/+mo; unable to perform 1/+ func activities; need assist w/daily living instrl activities of daily living; prevented fr work/housework; autism, cerebral palsy, Alzheimer's, senility/dementia mental retardation; or <65 Medicare/SSI.

Oakland County Use Only

FUND #	29701	DEPT #	1090611	PROGRAM #	172170	ACCOUNT #	731619	OPT UNIT #	40240
BUDGET REF	2018	PROJ #	GR0000000837	ACT	CP	SOURCE	CP		

**Oakland County Community and Home Improvement
PY 2018 Community Development Block Grant Project Summary**

PY	2018	OPT UNIT	Birmingham	ACCOUNT #	732170	ID	10
PROJECT	PUBLIC SERVICES			ACCOUNT	Yard Services		
IDIS PROJECT #	11	IDIS ACTIVITY #		UNITS	20	APPROPRIATION	\$6,786.00
DESCRIPTION	Yard services for income qualified senior 62+ & disabled adult 18+ households. Services will conform to Oakland County guidelines to include lawn service, snow removal, spring/fall cleanup, gutter cleaning, tree trim/removal.						
LOCATION	City wide					PIN	
ADDRESS	Specific			LOCALITY	Birmingham 48012		
L/M							
ENV CODE	A (1) Exempt per 24 CFR 58.34		MATRIX	05A	AUTHORITY	570.201 (e)	
<input checked="" type="checkbox"/> CONTRACT REQUIRED	<input checked="" type="checkbox"/> CONTACT CONTRACT COMPLIANCE WHEN COMPILING BIDS/SPECS						
<input type="checkbox"/> HOUSEHOLD DBA REQUIRED	<input checked="" type="checkbox"/> PERSON DBA REQUIRED						
OBJECTIVE	Suitable Living Environment			GOAL	Improve Quality of Life		
INDICATOR	# of LMI persons with new access to service			OUTCOME	Improved Availability/Access		
NOTES	A finding of No Significant Environmental Impact has been determined.						
REVISED							
					TOTAL APPROPRIATION		

SPENDING PERFORMANCE	HUD requires Oakland County to achieve a 1.5 Spending Performance Ratio by May 1st of each year.
REQUIRED DRAWS	One draw every 9 months per activity from the Letter to Spend date in IDIS.
REQUIRED EXPENDITURES	All funds per year per activity must be spent in 2 years from Letter to Spend date in IDIS.
RECAPTURE POLICY	After 2 years all unobligated funds will be evaluated for possible recapture.
EMERGENCY SERVICES	Income and other relevant documentation must be provided to the Contract Compliance Officer. If the emergency assistance includes grant payments, these payments cannot last more than 3 consecutive months per household.
FLOOD PLAIN AREAS	Communities with floodplain areas may have issues related to Environmentally Assessed and Categorically Excluded activities. Contact the Environmental Officer (248) 858-1191.
INCOME QUALIFICATION	Eligibility for all types of Minor Home Repair, Special Assessment and some Public Services is based on household income and requires 3rd party verification based on HUD Section 8 income guidelines. Contact Contract Compliance (248)
PROCUREMENT	All goods and services must be purchased in accordance with CDBG competitive procurement guidelines. Contact Contract Compliance (248) 858-0196.
ELDERLY DEFINITION	HUD defines elderly person as 62 yrs or more.
SEVERLY DISABLED ADULT DEFINITION = 18 YRS AND OLDER	Use wchair/aid 6/+mo; unable to perform 1/+ func activities; need assist w/daily living instrl activities of daily living; prevented fr work/housework; autism, cerebral palsy, Alzheimer's, senility/dementia mental retardation; or <65 Medicare/SSI.

Oakland County Use Only

FUND #	29701	DEPT #	1090611	PROGRAM #	172160	ACCOUNT #	732170	OPT UNIT #	40240
BUDGET REF	2018	PROJ #	GR0000000837	ACT	CP	SOURCE	CP		

Oakland County Community and Home Improvement PY 2018 Community Development Block Grant Project Summary

PY	2018	OPT UNIT	Birmingham	ACCOUNT #	731712	ID	11
PROJECT	PUBLIC SERVICES			ACCOUNT	Senior Services		
IDIS PROJECT #	11	IDIS ACTIVITY #		UNITS	20	APPROPRIATION	\$3,300.00

DESCRIPTION	Outreach, information, referral and counseling services for income qualified senior 62+ and disabled adult 18+ households.
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LOCATION	City wide	PIN	
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ADDRESS	Specific	LOCALITY	Birmingham 48009
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L/M	
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ENV CODE	A (1) Exempt per 24 CFR 58.34	MATRIX	05A	AUTHORITY	570.201 (e)
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<input checked="" type="checkbox"/> CONTRACT REQUIRED	<input checked="" type="checkbox"/> CONTACT CONTRACT COMPLIANCE WHEN COMPILING BIDS/SPECS
<input type="checkbox"/> HOUSEHOLD DBA REQUIRED	<input checked="" type="checkbox"/> PERSON DBA REQUIRED

OBJECTIVE	Suitable Living Environment	GOAL	Improve Quality of Life
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INDICATOR	# of LMI persons with new access to service	OUTCOME	Improved Availability/Access
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NOTES	A finding of No Significant Environmental Impact has been determined.
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REVISED	
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TOTAL APPROPRIATION	\$33,621.00
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SPENDING PERFORMANCE	HUD requires Oakland County to achieve a 1.5 Spending Performance Ratio by May 1st of each year.
REQUIRED DRAWS	One draw every 9 months per activity from the Letter to Spend date in IDIS.
REQUIRED EXPENDITURES	All funds per year per activity must be spent in 2 years from Letter to Spend date in IDIS.
RECAPTURE POLICY	After 2 years all unobligated funds will be evaluated for possible recapture.
EMERGENCY SERVICES	Income and other relevant documentation must be provided to the Contract Compliance Officer. If the emergency assistance includes grant payments, these payments cannot last more than 3 consecutive months per household.
FLOOD PLAIN AREAS	Communities with floodplain areas may have issues related to Environmentally Assessed and Categorically Excluded activities. Contact the Environmental Officer (248) 858-1191.
INCOME QUALIFICATION	Eligibility for all types of Minor Home Repair, Special Assessment and some Public Services is based on household income and requires 3rd party verification based on HUD Section 8 income guidelines. Contact Contract Compliance (248)
PROCUREMENT	All goods and services must be purchased in accordance with CDBG competitive procurement guidelines. Contact Contract Compliance (248) 858-0196.
ELDERLY DEFINITION	HUD defines elderly person as 62 yrs or more.
SEVERLY DISABLED ADULT DEFINITION = 18 YRS AND OLDER	Use wchair/aid 6/+mo; unable to perform 1/+ func activities; need assist w/daily living instrl activities of daily living; prevented fr work/housework; autism, cerebral palsy, Alzheimer's, senility/dementia mental retardation; or <65 Medicare/SSI.

Oakland County Use Only

FUND #	29701	DEPT #	1090611	PROGRAM #	172160	ACCOUNT #	731712	OPT UNIT #	40240
BUDGET REF	2018	PROJ #	GR0000000837	ACT	CP	SOURCE	CP		

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2018**

CITY OF BIRMINGHAM

Municipality

NEXT

Service Agency

Effective Date: **July 1, 2018** *Ending Date:* **December 31, 2019**

This contract shall be effective for 1.5 years from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed 1.5 years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: 2018-2019 **Account Name:** Yard Services, Senior Services

Total CDBG Dollar Amount of Contract: \$ 10,086.00

Section I. AGREEMENT

This contract is made this day, ___/___/___, between NEXT,
(Name of Service Agency)
hereinafter designated as the "Service Agency", having its principal office at
2121 Midvale Avenue, Birmingham, MI 48009
(Service Agency Address)
and, CITY OF BIRMINGHAM, hereinafter designated as the "Municipality",
(Name of Municipality)
having its principal office at 151 Martin Street, Birmingham, MI 48009.
(Municipality Address)

Section II. PURPOSE

A) The purpose of this contract shall be: **(List a detailed description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed)** Providing Yard Services and Senior Services to low and moderate income homeowners, including senior citizens and persons with disabilities, of the City. The City of Birmingham has designated program year 2018-2019 CDBG funds in the amounts of \$6,786.00 for Yard Services and \$3,300.00 for Senior Services. These programs will be administered for the City through

Revised 7/12/17

NEXT and a volunteer board appointed by NEXT for the 2018-2019 program year beginning July 1, 2018 and ending December 31, 2019. Costs are derived using the number of low-moderate income persons with new access to service.

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of four years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services. NEXT will bill administrative costs 20% of the contract amount.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount specified above.
- B) The municipality shall require written documentation of the client benefit qualification to be kept on site with the agency.
- C) The municipality must monitor the service agency at least once during the contract period.
- D) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.

Payment requests from the Service Agency are to be received monthly, quarterly, or annually.

Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.
- B) Client Eligibility: All clients served under this agreement shall be qualified via either the HUD section 8 income verification or the HUD “presumed benefit” verification.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, marital status, sexual orientation, or gender identity be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.

- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, 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 the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)_
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.
- N) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name: NEXT

Name: CITY OF BIRMINGHAM

Representative Name: Cris Braun

Representative Name: J. Cherilynn Mynsberge

Phone #: (248) 203-5270

Phone #: (248) 530-1802

Address: 2121 Midvale Avenue

Address: 151 Martin Street

Birmingham, Michigan 48009

Birmingham, Michigan 48009

E-mail Address: cbraun@birmingham.k12.mi.us

E-mail Address: cmynsberge@bhamgov.org

IRS #: 38-2280601

IRS #: 38-6004664

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

SERVICE AGENCY

MUNICIPALITY

Name: NEXT

Name: CITY OF BIRMINGHAM

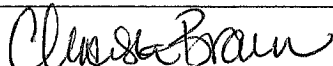
Officer Name: Cris Braun

Officer Name: Patricia Bordman

Officer Title: Executive Director

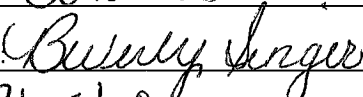
Officer Title: Mayor

Signature:



Signature:

Witnessed:



Witnessed:

Date:

12/27/10

Date:

between Sidecar Birmingham, LLC and the City of Birmingham (*Resolution appended to these minutes as Attachment B*);

AND

2. To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and approving the liquor license transfer for The Sidecar Birmingham, LLC, that requests a transfer of Class C License issued under MCL 436.1521(A)(1)(B) located at 250-280 E. Merrill, Birmingham, Oakland County, MI 8009;

AND

3. To approve, pursuant to Birmingham City Ordinance, the Resolution authorizing the City Clerk to complete the Local Approval Notice at the request of The Sidecar Birmingham, LLC approving the liquor license transfer request of The Sidecar Birmingham, LLC for the transfer of a Class C License to be issued under MCL 436.1521 (A)(1)(B) located at 250-280 E. Merrill, Birmingham, Oakland County, MI 48009.

VOTE: Yeas, 6
 Nays, 0
 Absent, 0
 Recused, 1

**12-319-17 PUBLIC HEARING TO CONSIDER 2018 PROGRAM YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

Mayor Pro Tem Bordman let the public know that she is appointed by the Commission as a non-voting liaison to NEXT. Because she does not vote in NEXT matters, she does not believe there is a conflict of interest in her consideration of the NEXT request before the Commission.

The Commission concurred.

From Finance Director/Treasurer Gerber and Senior Accountant Burrick's report to City Manager Valentine dated November 22, 2017:

The purpose of the December 4, 2017 public hearing is to: receive citizen input regarding the 2018 Program Year Community Development Block Grant (CDBG) program; make a determination of eligible project(s) to be pursued; and determine the amount of funds to be allocated to each project.

The City of Birmingham has been given a planning allocation of \$32,020, which is the same as last year's original allocation. Funding requests from NEXT (formerly the Birmingham Area Seniors Coordinating Council (BASCC) have been received.

Under CDBG guidelines communities may only spend a maximum of 30% of their 2018 funding allocation on public service activities. Birmingham's 30% totals \$9,606 which is the amount requested by NEXT in the public services category. NEXT's request includes \$6,306 for yard services and \$3,300 for senior services to defray the expenses involved in the overall operations of NEXT's outreach program. It is recommended that funding for senior services and yard services be approved for this grant.

Mayor Harris opened the public hearing at 9:35 p.m.

Mayor Harris called for comments from the public. There were no comments from the public.

There being no further comment, Mayor Harris closed the public hearing at 9:43 p.m.

Finance Director/Treasurer Gerber explained to:

- Mayor Pro Tem Bordman that the \$22,414 referenced in the report was allocated for minor repairs on privately owned homes.
- Commissioner DeWeese that the City could spend up to the \$22,414 grant amount on minor home repairs.
- Commissioner Hoff that the City owns the tennis bubble, so retrofitting the doors is the City's responsibility, not the lessee's.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:

To authorize the Finance Director/Treasurer to complete the 2018 Program Year Community Development Block Grant application and conflict of interest certification and to authorize the mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

	APPROVED
	2018
1. Public Services – Yard Services	\$ 6,306
2. Public Services – Senior Services	3,300
3. Remove Architectural Barriers – Retrofit tennis bubble entrance doors to comply with ADA standards	<u>22,414</u>
TOTAL	\$ 32,020

Mayor Harris called for comments from the public on the motion. There were no comments from the public.

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

12-320-17 SPECIAL EVENT REQUEST – KIDS HELPING KIDS WALK

From City Clerk Cherilynn Mynsberge's report to City Manager Valentine dated November 20, 2017:

This is a special event application submitted by the Community House and Variety, The Children's Charity requesting permission to hold Kids Helping Kids Walk. This is planned to offer 1 mile, 2 mile or 3 mile routes on sidewalks in the neighborhood of The Community House. The event is planned for Sunday, April 29, 2018. Set up is from 7:00

**THE CITY OF BIRMINGHAM
IS ACCEPTING BID PROPOSALS
FROM QUALIFIED SERVICE PROVIDERS
TO MANAGE AND ADMINISTER
A MINOR HOME REPAIR PROGRAM AND
A PUBLIC SERVICES PROGRAM FOR
YARD SERVICES AND SENIOR SERVICES
FOR QUALIFIED LOW AND MODERATE-LOW INCOME RESIDENTS
OF THE CITY OF BIRMINGHAM
FOR THE PROGRAM YEAR
JULY 1, 2018 THROUGH JUNE 30, 2019**

Bid proposals must include a detailed explanation of the bidder's ability to manage and administer the Minor Home Repair Program and Public Services Program for Yard Services and Senior Services, the capability of provider having available contractors and staff to do the work required, a detailed cost and/or fees charged to run the above program, and provide reference letters of experience. This program will be funded with Community Development Block Grant (CDBG) funds; therefore, all CDBG program requirements will apply.

All bid proposals will be evaluated by a committee on a 100-point scale using the following criteria:

1. **CAPABILITY** – Provider's ability to have and maintain qualified contractors and staff on hand to do required CDBG Yard Services, Senior Services, and Minor Home Repair work. All service work is to be completed in an efficient and well-organized manner. **(25 points)**
2. **EXPERIENCE** – Provider's past experience regarding this type of administration of service will be considered under this criterion. Please include a minimum of three (3) reference letters of experience with the bid proposal request. **(20 points)**
3. **FAMILIARITY** (CDBG requirements) – Provider's familiarity with the Community Development Block Grant (CDBG) program requirements and ability to comply with all CDBG required guidelines. **(20 points)**
4. **METHODOLOGY** – Provider's method of approach or work plan summary to meet municipality requirements for the scope of work specified. **(10 points)**
5. **REFERENCES** – Provide a list of sources. **(10 points)**
6. **COST** – Costs and/or fees charged by Provider to manage and administer the CDBG Minor Home Repair Program and Public Services Program for Yard Services and Senior Services to the residents of the City of Birmingham. **(15 points)**

ALL BID PROPOSALS ARE DUE BY WEDNESDAY, JULY 25, 2018 AT 2:00 P.M. AT THE CITY OF BIRMINGHAM CLERK OFFICE. BIDS CAN BE EITHER SUBMITTED ELECTRONICALLY TO: KBURRICK@BHAMGOV.ORG OR BIDS CAN BE IN A SEALED ENVELOPE ADDRESSED TO:

CITY OF BIRMINGHAM
CDBG Bid Proposal
ATTN: Kathryn Burrick
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

The City of Birmingham is an equal opportunity employer. Businesses owned by women or minorities are strongly encouraged to apply. If you have any questions regarding this bid request, please contact Kathryn Burrick in the Finance Department at (248) 530-1815.

Published: June 24, 2018

LO-0000343692 3x7

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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NEXT RUN DATE: 06/24/18

LO-0000343692.INDD

DATE: December 26, 2018

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Woodward Ave. & Maple Rd. Traffic Signal Replacement
Mast Arm Style Upgrade

INTRODUCTION:

The Michigan Dept. of Transportation (MDOT) is currently finalizing plans to replace traffic signals at seven state trunkline intersections, most of which are on Woodward Ave., and two of those being in the City of Birmingham. Traffic signal replacement is planned at the Maple Rd. and 14 Mile Rd intersections. The work is planned for the 2019 construction season.

BACKGROUND:

Traffic signal work at the two noted Woodward Ave. intersections was originally budgeted by MDOT for completion during the 2015 construction season. At the July 14, 2014 City Commission meeting, the Engineering Dept. presented a suggested Mast Arm Traffic Signal Master Plan. It was noted that five downtown Birmingham intersections had been modernized since 1996 with mast arm style traffic signals. Further, five additional intersections were nearing the end of their service lives, and were planned for replacement relatively soon. (As you know, three of those five have now been replaced, making all intersections on the Old Woodward Ave. corridor matching in this regard. Further, the remaining intersections on the Maple Rd. corridor (within the Central Business District) are now planned for replacement in 2020 with the mast arm style.)

At that time, it was suggested that the Woodward Ave. & Maple Rd. intersection would be a possible candidate for replacement using the mast arm style in order to better connect this intersection visually with the Central Business District. Additionally, it would be in accordance with the Woodward Ave. Action Committee's Master Plan, which also recommended that this intersection be modernized using the mast arm signal style (along with many other intersections along the Woodward Ave. corridor).

MDOT has budgeted the funds to complete the replacement of the traffic signals at both intersections. If standard "span wire" signals are installed, no local funds are required. MDOT has indicated that if a mast arm style signal is desired at any location, the difference in cost from a span wire to a mast arm installation would be 100% the responsibility of the local jurisdiction, in this case, the City of Birmingham. At that time, it was suggested that the additional cost would be in the range of \$80,000 to \$120,000.

At the meeting of July 14, 2014, the City Commission was not prepared to make a commitment relative to a long term master plan. However, they were in agreement that

the traffic signal at Woodward Ave. and Maple Rd. should be upgraded using the mast arm traffic signal design used in Birmingham. The resolution passed at that time was as follows:

To direct staff to notify the MI Dept. of Transportation relative to the City's desire to install a mast arm signal at the intersection of Woodward Ave. and Maple Rd. in conjunction with MDOT's upcoming signal modernization, and to budget for the work accordingly in the fiscal year 2015/16 budget.

Subsequent to this action, MDOT determined that the funds that had been budgeted for this work were needed elsewhere, and the entire project was postponed. More recently, MDOT staff has notified us that the project that included this work has been budgeted for the current year, and that they will be soliciting bids from contractors to complete the work in 2019. Now that the intersection has been final designed, MDOT has estimated the total cost due from the City of Birmingham to be \$79,900. The City is being asked to sign the attached agreement committing to the expenditure, with an initial deposit of \$32,000 being due before construction begins.

Revised plans are enclosed to this package for your review. The Engineering Dept. has reviewed the plans to confirm that the mast arms that would be installed at this intersection would match the style and color of the other intersections previously constructed in the downtown area. Also attached are the plans for the traffic signal replacement at Woodward Ave. and 14 Mile Rd. Given that this location is some distance from the Central Business District, and is in fact on the City's border with Royal Oak, and given that 14 Mile Rd. was not designated as a high priority intersection by the Woodward Ave. Action Association, that signal will be replaced using the more typical "span wire" method.

Finally, it is noted that when MDOT resurfaced the Birmingham segment of Woodward Ave. in 2018, the handicap ramp upgrades conducted at each intersection were not carried out at these two intersections. The funding for the ADA work at these intersections was already allotted in this traffic signal contract, and the ramp upgrades will be completed in 2019. The crosswalk markings placed at these intersections in conjunction with the 2018 resurfacing project meet the City of Birmingham's standards with respect to the 24 inch bar width, 24 inch spacing, and the use of polyurea materials. The only deviation from the other intersections was that the walking path was marked at 8 ft. wide, instead of 10 ft. The difference reflects that the existing 6 ft. wide handicap ramps have not yet been replaced. Once the handicap ramps have been replaced with this new contract, they will be 8 ft. wide, similar to the other ramps throughout the corridor. At that time, the crosswalk pavement markings can then each be extended 2 ft. in length to make them consistent with the other Woodward Ave. intersections in Birmingham. The plans clarify how this will be done under note number 7 on sheets 62 and 75 of the attached plans. Staff will personally meet with the contractor to ensure that this is understood and executed properly.

LEGAL REVIEW:

The agreement as presented has been reviewed and approved by the City Attorney's office.

FISCAL IMPACT:

Since this work was originally planned for the 2015/16 budget, and the work was postponed by MDOT, it was not clear to City staff when this work would be completed. The funds were not included in the current budget. In order to proceed, a transfer from the General Fund to the Major Street Fund will be required to accommodate this request. A budget transfer is included in the suggested resolution below.

SUMMARY

In accordance with the direction of the City Commission meeting of July 14, 2014, it is recommended that the City Commission authorize the Mayor and Clerk to sign the attached agreement with the Michigan Dept. of Transportation requesting a financial contribution in the amount of \$79,900 in order to upgrade the Woodward Ave. & Maple Rd. traffic signal to mast arm style as a part of MDOT's plans to replace this traffic signal.

ATTACHMENTS:

- Suggested agreement with MDOT committing to the City of Birmingham's contribution for the Woodward Ave. & Maple Rd. traffic signal upgrade.
- Recent MDOT plans for both the Maple Rd. and 14 Mile Rd. traffic signal replacements.
- Agenda package on this topic from July 14, 2014 City Commission meeting
- Minutes from the City Commission meeting of July 14, 2014.

SUGGESTED RESOLUTION:

To approve the agreement with the Michigan Dept. of Transportation, committing to the expenditure of \$79,900 to cover the cost differential of upgrading the traffic signal at Woodward Ave. & Maple Rd. to match the mast arm design currently used elsewhere within the Central Business District. Funding will be charged to the Major Street Fund, account number 202-449.001-981.0100.

Further; to approve the appropriation and amendment to the 2018-2019 General Fund and Major Street Fund budgets as follows:

General Fund

Revenues:

Draw from Fund Balance	
101-000.000-400.0000	<u>\$79,900</u>
Total Revenue	<u>\$79,900</u>

Expenditures:

Transfers Out – Major Street Fund	
101-999.000-999.0202	<u>\$79,900</u>
Total Expenditures	<u>\$79,900</u>

Major Street Fund

Revenues:

Transfers from Other Funds – General Fund	
202-000.000-699.0101	<u>\$79,900</u>
Total Revenue	<u>\$79,900</u>

Expenditures:

Construction – Public Improvements	
202.449.001-981.0100	<u>\$79,900</u>
Total Expenditures	<u>\$79,900</u>

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	STG 63051
Job Number	118285
Fed Project #	1900(106)
Contract	18-5273

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BIRMINGHAM, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to traffic signal improvements in conjunction with the DEPARTMENT'S construction on Highway M-1 (Woodward Avenue), within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning traffic signal improvement work at the intersection of Highway M-1 (Woodward Avenue) and Maple Road; and

WHEREAS, the CITY has requested additional work in connection with the Highway M-1 (Woodward Avenue) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Traffic signal mast arm installation and signal painting work at the intersection of Highway M-1 (Woodward Avenue) and Maple Road including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$79,900; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and

construction engineering (CE), and any and all other expenses in connection with any of the above.

Preliminary engineering and construction engineering are excluded from the PROJECT COST as defined herein.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - \$79,900

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

5. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - \$32,000

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within ten (10) days after receipt of bill.

6. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

7. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY and the DEPARTMENT in accordance with standard practice.

8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF BIRMINGHAM

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION.

PHYSICAL ROAD NUMBER (PR#) & MILEPOST (MP) DATA ARE FROM MICHIGAN GEOGRAPHIC FRAMEWORK VERSION # 17.

MICHIGAN DEPARTMENT OF TRANSPORTATION

ROUTE: M-1, US-24, US24BR, I-75BL
CITIES OF BIRMINGHAM, PLEASANT RIDGE, & ROYAL OAK
BLOOMFIEL TOWNSHIP
OAKLAND COUNTY



NO.	CS SPOT	LOCATION	CITY/TWP	COUNTY
1.	63051-01-008	M-1 (WOODWARD) AT SYLVAN & OAKLAND	PLEASANT RIDGE	OAKLAND
2.	63051-01-016	M-1 (WOODWARD) AT COOLIDGE RD	ROYAL OAK	OAKLAND
3.	63051-01-025	M-1 (WOODWARD) AT 13 MILE ROAD	ROYAL OAK	OAKLAND
4.	63051-01-017	M-1 (WOODWARD) AT 14 MILE RD	ROYAL OAK/BIRMINGHAM	OAKLAND
5.	63051-01-021	M-1 (WOODWARD) AT MAPLE RD (15 MILE RD)	BIRMINGHAM	OAKLAND
6.	63052-01-001	M-1 (WOODWARD), -75BL, US-24BR AT US-24BL, I-75BL (SQUARE LAKE RD)	BLOOMFIELD TWP	OAKLAND
7.	63111-01-001	US-24(TELEGRAPH RD) AT US-24BR (SQUARE LAKE RD)	BLOOMINFIELD TWP	OAKLAND

SECTION	CONTROL SEC	JOB NO.
1 - ROAD	63051 (63052 & 63111)	118285A



APPROVALS

RECOMMENDED FOR APPROVAL BY:

ERIK SMALLEY, P.E. - PROJECT MANAGER

DATE

LORI SWANSON, P.E. - CONSTRUCTION ENGINEER

DATE

MICHIGAN
DEPARTMENT OF TRANSPORTATION

KIRK T. STEUDLE, P.E. - DIRECTOR

MILES:

CONTRACT FOR:

TRAFFIC SIGNAL MODERNIZATION & SIDEWALK RAMP IMPROVEMENT

VARIOUS LOCATION
OAKLAND COUNTY

DRAWING

SHEET

1

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION

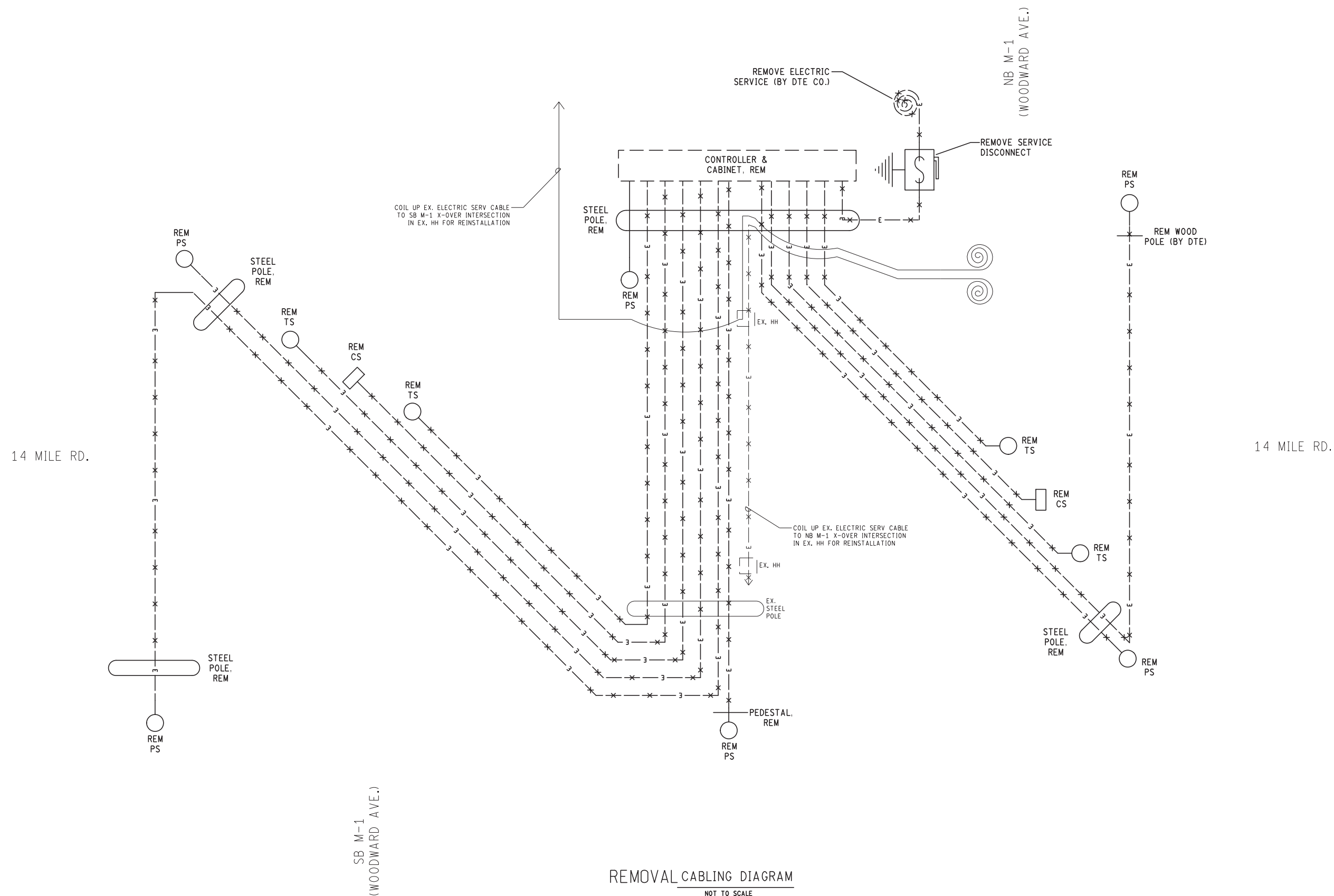


NO SCALE


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DATE: 11/16/18
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TSC: OAKLAND

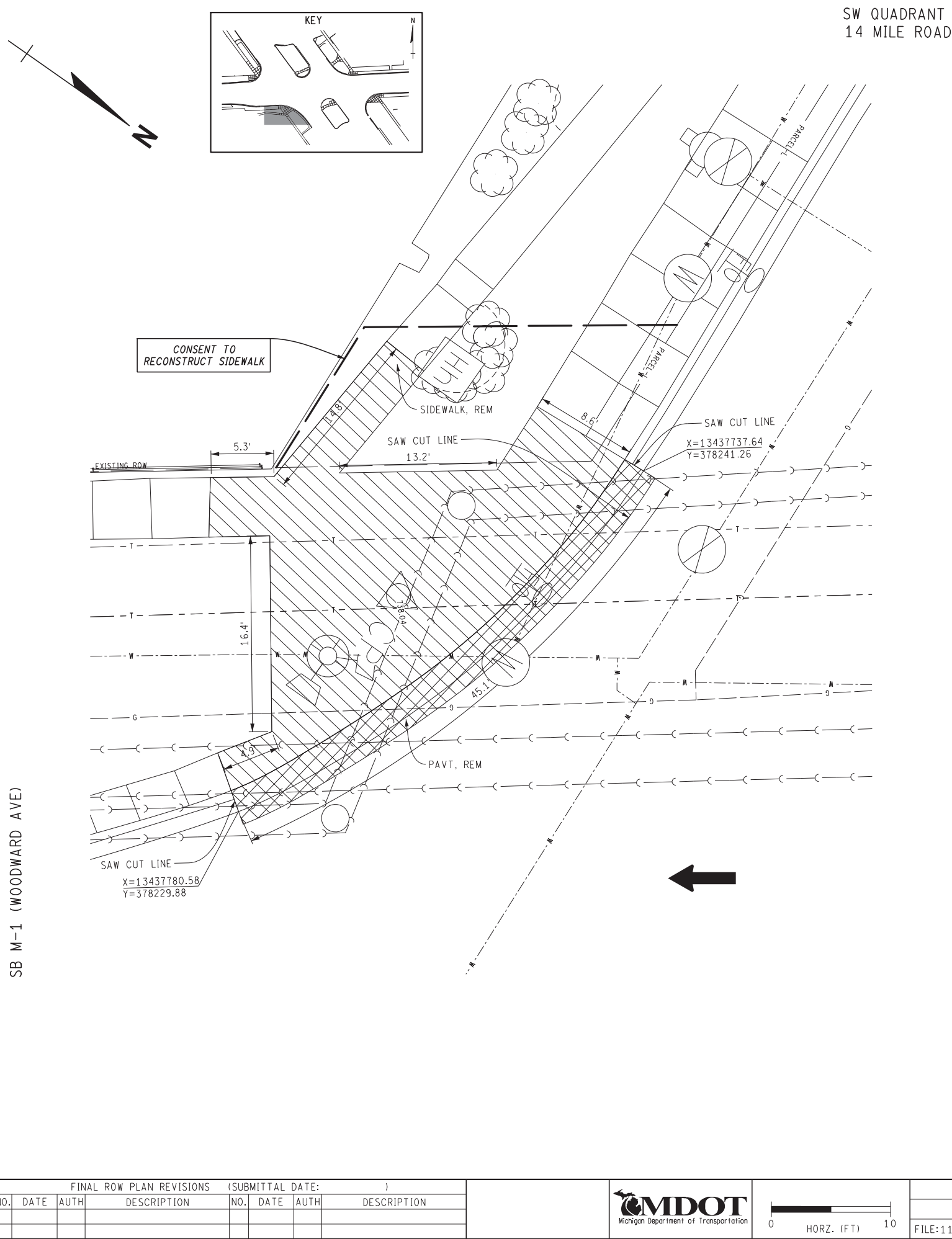
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JN: 118285A



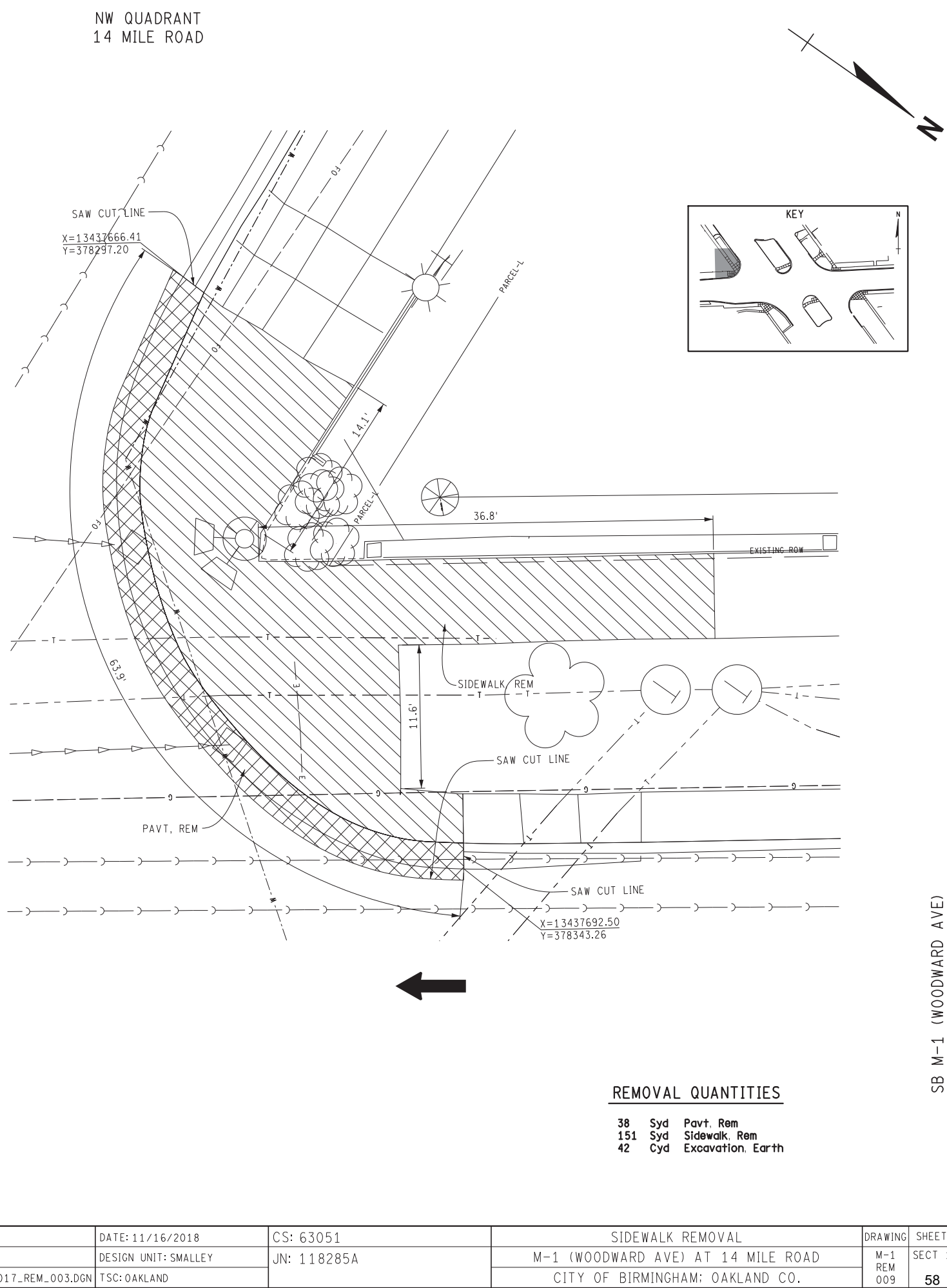
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NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION				DESIGN UNIT: SMALLEY	JN: 118285A	M-1 (WOODWARD AVE) AT 14 MILE ROAD	M-1 SIG 025	SECT 1
										FILE:118285_6305101017_REM_002.DGN	TSC: OAKLAND		CITY OF BIRMINGHAM; OAKLAND CO.		57

SB M-1 (WOODWARD AVE)



NW QUADRANT
14 MILE ROAD

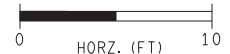


SB M-1 (WOODWARD AVE)

REMOVAL QUANTITIES

38	Syd	Pavt. Rem
151	Syd	Sidewalk, Rem
42	Cyd	Excavation, Earth

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



FILE: 118285_6305101017_REM_003.DGN	DATE: 11/16/2018 DESIGN UNIT: SMALLEY TSC: OAKLAND	CS: 63051 JN: 118285A	SIDEWALK REMOVAL M-1 (WOODWARD AVE) AT 14 MILE ROAD CITY OF BIRMINGHAM; OAKLAND CO.	DRAWING M-1 REM 009	SHEET SECT 1 58
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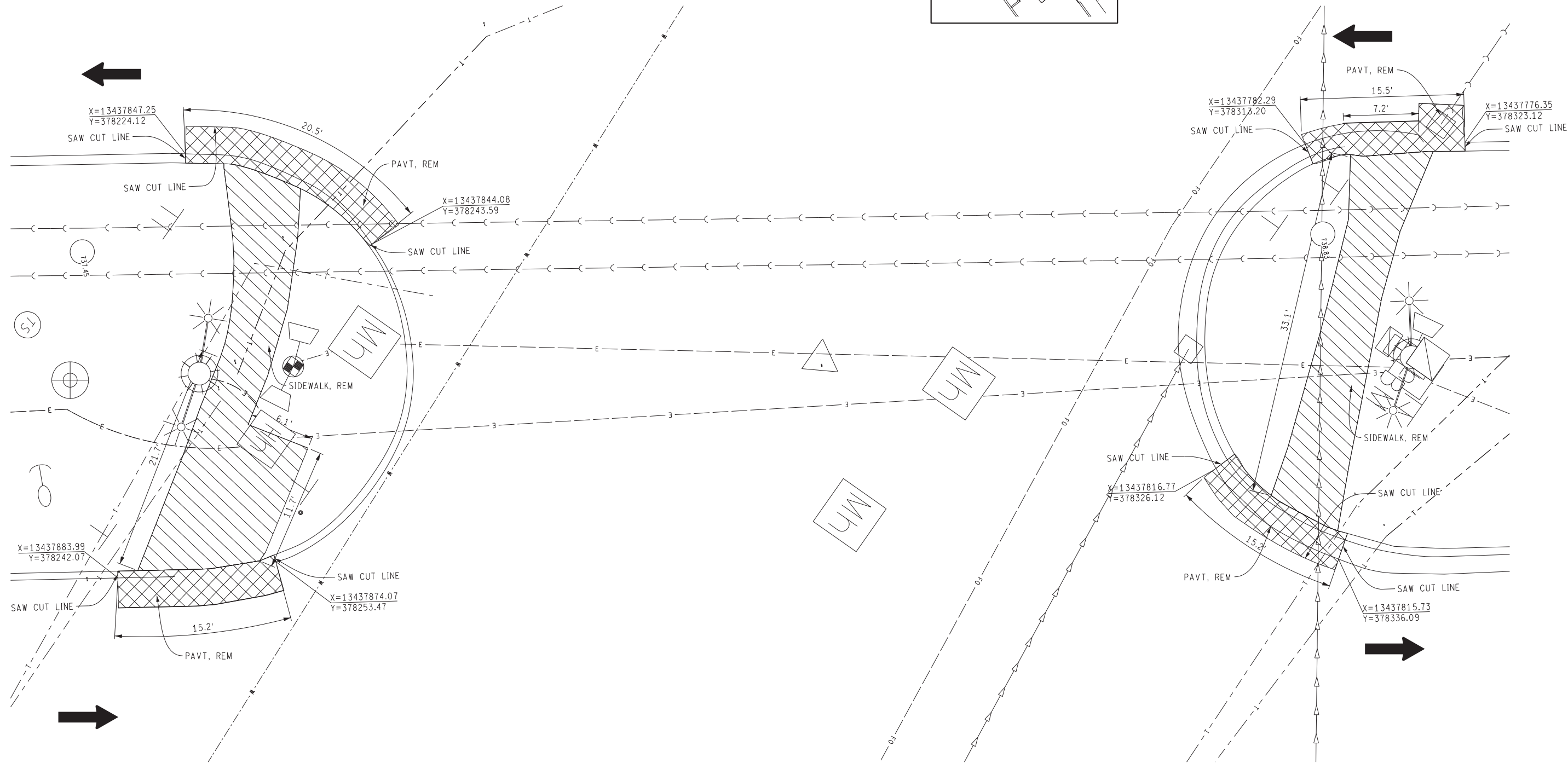
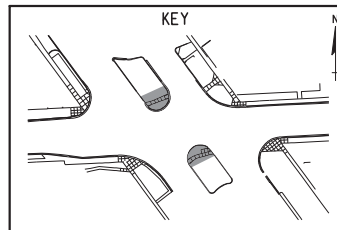
SB M-1
(WOODWARD AVE)

NB M-1
(WOODWARD AVE)

14 MILE ROAD

SB M-1
(WOODWARD AVE)

NB M-1
(WOODWARD AVE)

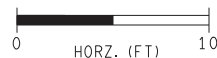


REMOVAL QUANTITIES

36	Syd	Pavt, Rem
57	Syd	Sidewalk, Rem
12	Cyd	Excavation, Earth

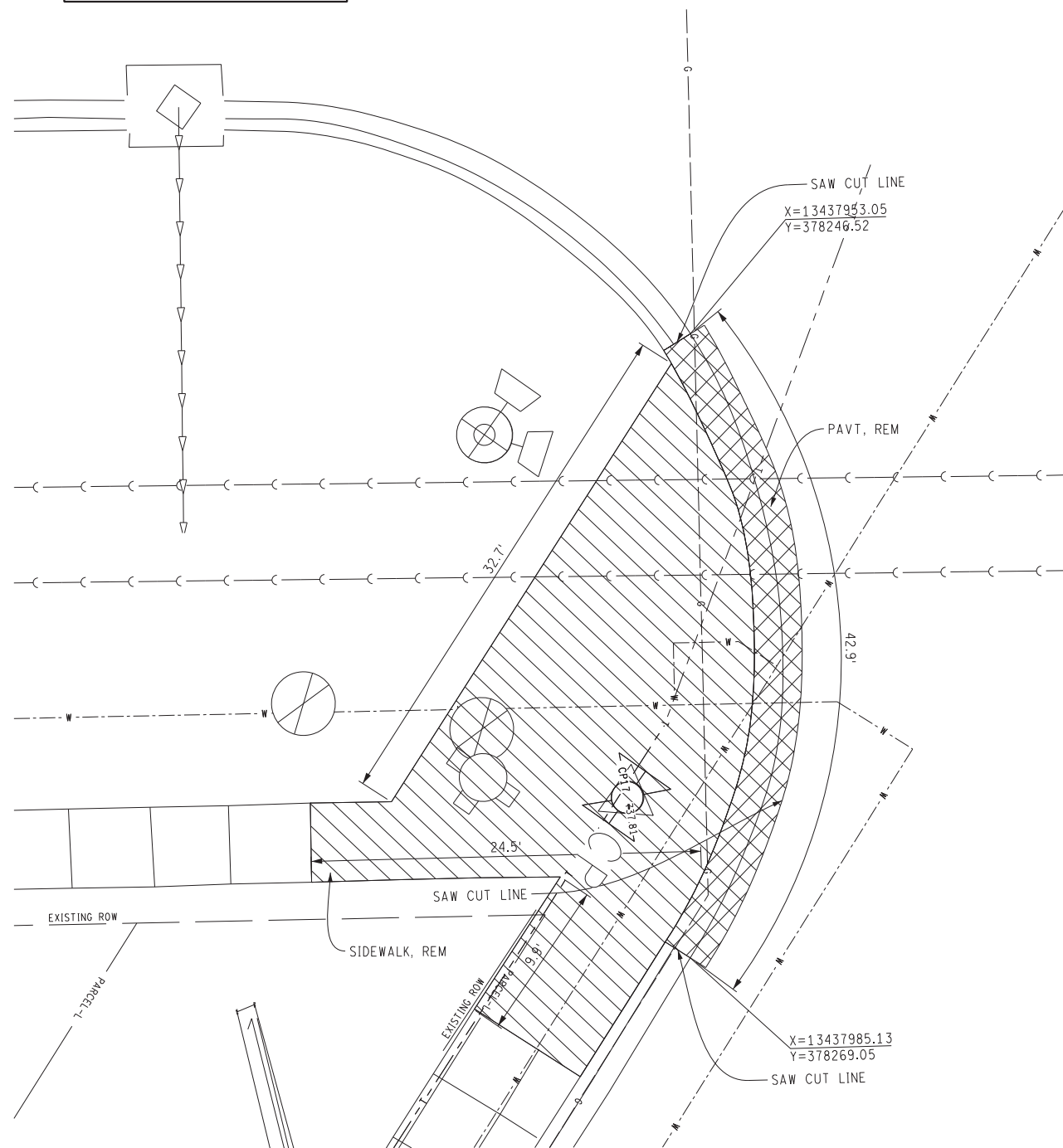
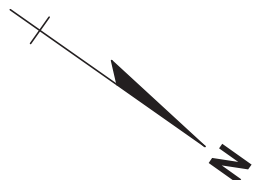
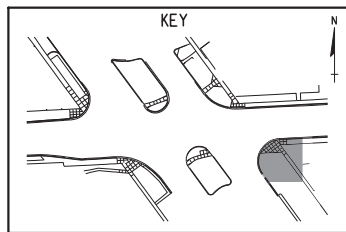
14 MILE ROAD

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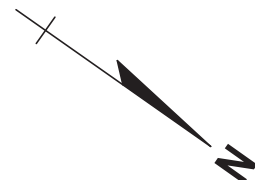
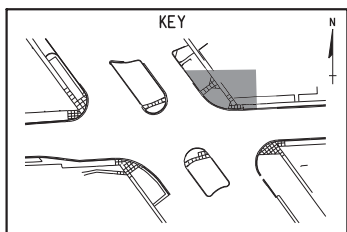


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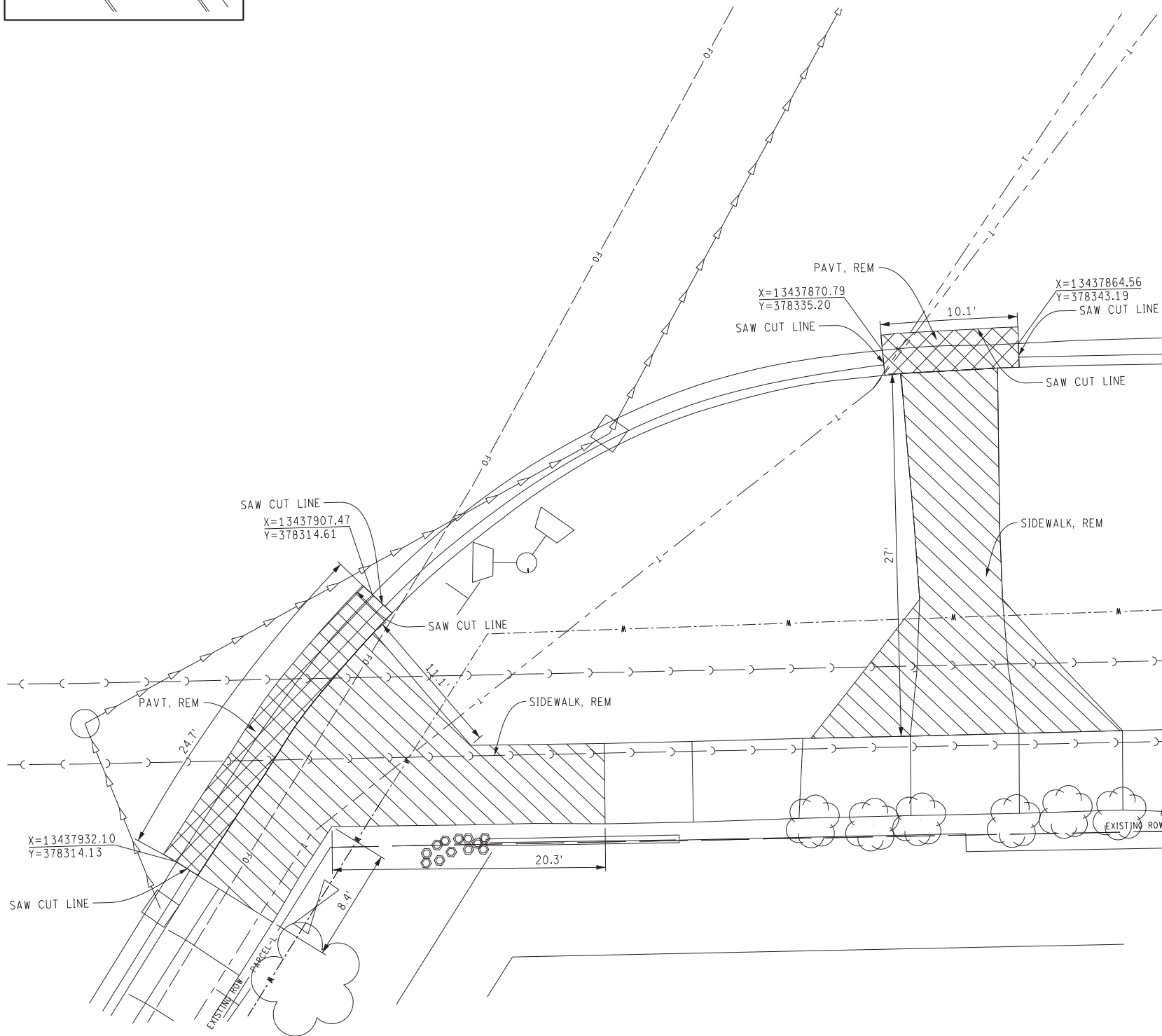
NB M-1
(WOODWARD AVE)



SE QUADRANT
14 MILE ROAD



NB M-1
(WOODWARD AVE)

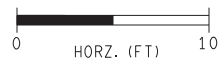


NE QUADRANT
14 MILE ROAD

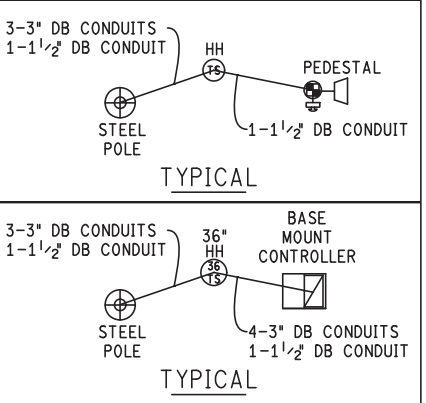
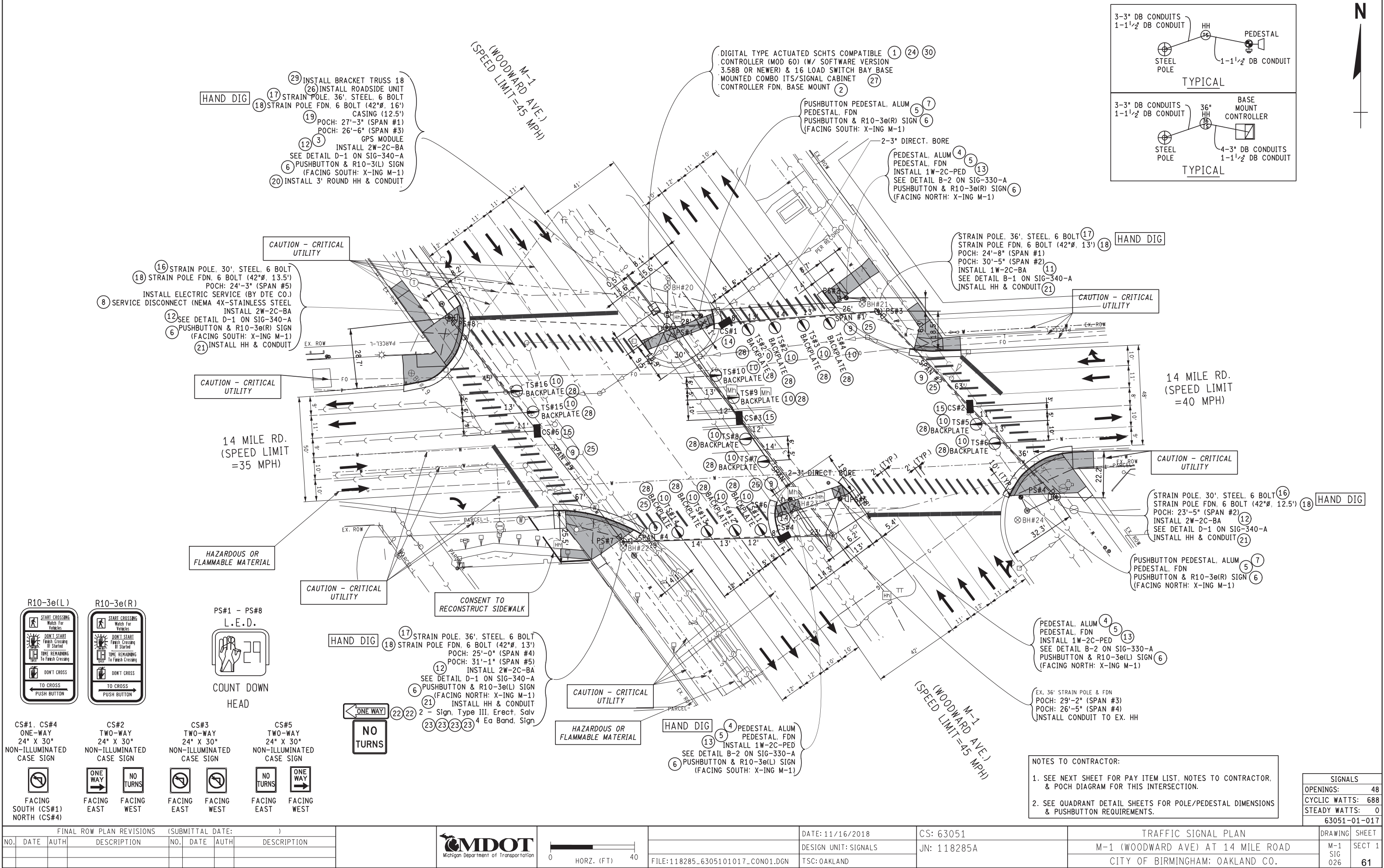
REMOVAL QUANTITIES

27	Syd	Pavt, Rem
127	Syd	Sidewalk, Rem
34	Cyd	Excavation, Earth

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)					
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE



FILE: 118285_6305101017-REM_005.DGN	DATE: 11/16/2016 DESIGN UNIT: SMALLEY TSC: OAKLAND	CS: 63051 JN: 118285A	SIDEWALK REMOVAL M-1 (WOODWARD AVE) AT 14 MILE ROAD CITY OF BIRMINGHAM; OAKLAND CO.	DRAWING M-1 REM 011	SHEET 1 60
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NOTES TO CONTRACTOR:

- SEE NEXT SHEET FOR PAY ITEM LIST, NOTES TO CONTRACTOR, & POCH DIAGRAM FOR THIS INTERSECTION.
- SEE QUADRANT DETAIL SHEETS FOR POLE/PEDESTAL DIMENSIONS & PUSHBUTTON REQUIREMENTS.

FINAL ROW PLAN REVISIONS				(SUBMITTAL DATE:)			
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



FILE: 118285_6305101017_CON01.DGN

DATE: 11/16/2018
DESIGN UNIT: SIGNALS
TSC: OAKLAND

CS: 63051
JN: 118285A

TRAFFIC SIGNAL PLAN
M-1 (WOODWARD AVE) AT 14 MILE ROAD
CITY OF BIRMINGHAM; OAKLAND CO.

SIGNALS	
OPENINGS:	48
CYCLIC WATTS:	688
STEADY WATTS:	0
63051-01-017	
DRAWING	SHEET
M-1 SIG 026	61

LIST OF MATERIAL		
NO.	ITEM	QUANTITIES
①	Controller and Cabinet, Digital Type	1 Ea
②	Controller Fdn, Base Mount	1 Ea
③	Global Positioning System Module	1 Ea
④	Pedestal, Alum	3 Ea
⑤	Pedestal, Fdn	5 Ea
⑥	Pushbutton and Sign	8 Ea
⑦	Pushbutton Pedestal, Alum	2 Ea
⑧	Serv Disconnect	1 Ea
⑨	Span Wire	5 Ea
⑩	TS, One Way Span Wire Mtd (LED)	16 Ea
⑪	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	1 Ea
⑫	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	4 Ea
⑬	TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	3 Ea
⑭	Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated	2 Ea
⑮	Case Sign, Two Way, 24 inch by 30 inch, Non-Illuminated	3 Ea
⑯	Strain Pole, Steel, 6 bolt, 30 foot	2 Ea
⑰	Strain Pole, Steel, 6 bolt, 36 foot	3 Ea
⑱	Strain Pole Fdn, 6 Bolt	68 Ft
⑲	Casing	13 Ft
⑳	Hh, Round, 3 foot Dia.	1 Ea
㉑	Hh, Round	4 Ea
㉒	Sign, Type III, Erect, Salv	2 Ea
㉓	Band, Sign	4 Ea
㉔	TS, Managed Field Ethernet Switch, Layer 2, Copper	1 Ea
㉕	Span Wire Tether	5 Ea
㉖	Bracket, Truss, With 18 Foot Arm	1 Ea
㉗	Cellular Modem, TS, 4G	1 Ea
㉘	Backplate, TS	16 Ea
㉙	Roadside Unit, Intersection	1 Ea
㉚	Managed Field Ethernet Switch, Fiber Capable	1 Ea
○	Conduit, DB, 1, 1 1/2 inch	165 Ft
○	Conduit, DB, 3, 3 inch	55 Ft
○	Conduit, DB, 4, 3 inch	10 Ft
○	Conduit, Directional Bore, 2, 3 inch	240 Ft
○	Cable, Sec, 600V, 1, 3/C#6	180 Ft
○	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	210 Ft
○	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	1700 Ft



- NOTES TO CONTRACTOR:
1. CONTACT FOWZIA HAJI ABDI (248-483-5167), MDOT SOILS ENGINEER, FOR INSPECTION OF DRILLED SHAFTS 48 HOURS PRIOR TO THE DRILLING OPERATION.
 2. FOR ELECTRICAL SERVICE INSPECTION CONTACT THE MICHIGAN DEPARTMENT OF LICENSING & REGULATORY AFFAIRS AT 248-496-0916. COST TO CONTRACTOR WILL BE INCIDENTAL.
 3. CONTACT DENNIS MERCIER (248-427-2954), DETROIT EDISON CO., FOR RECONNECTION OF ELECTRIC SERVICE. NO ADDITIONAL COST TO CONTRACTOR.
 4. INSTALL NEW SPECIAL EMPHASIS CROSSWALK (10' LONG, 24" WIDE, 24" SPACING) & STOP BAR PAVEMENT MARKINGS AS SHOWN IN THE PLAN.
 5. ALL TRAFFIC SIGNAL CONTROLLER CABINETS USED ON THIS PROJECT SHALL MEET THE TRAFFIC SIGNAL NEMA 4R CABINET REQUIREMENTS FOR I.T.S. APPLICATIONS AS SHOWN IN MDOT TRAFFIC SIGNAL SPECIAL DETAIL SIG-110-A.
 6. THE EX. ELECTRIC SERVICE CABLE FOR THE SB M-1 X-OVER (LOCATED APPROX. 650' NORTH OF 14 MILE) & THE NB M-1 X-OVER (LOCATED APPROX. 550' SOUTH OF 14 MILE) SHALL BE REINSTALLED. PAYMENT FOR THIS SHALL BE INCLUDED IN THE PAY ITEM "Controller and Cabinet, Digital Type".
 7. 24" WIDE BY 10' LONG CROSSWALK MARKINGS SHALL BE PAID FOR BY PLACING (2) ADJACENT STRIPS OF 12" WIDE CROSSWALK (20' TOTAL) FROM PAY ITEM "Pav't Mrkg, Polyurea, 12 inch, Crosswalk"

- CABLES TO BE USED
UNLESS SPECIFIED OTHERWISE
1. TRAFFIC SIGNAL CABLES ARE 5/C#16 PJ.

2. PEDESTRIAN SIGNAL CABLES ARE 7/C#16 PJ.

3. PUSHBUTTON CABLES ARE 2/C#16 SHIELDED PJ.

4. ROADSIDE UNIT CABLES ARE CAT 6 OR APPROVED EQUAL

COIL-UP SUFFICIENT LENGTH OF IMSA
20-1-4/C #6 SECONDARY CABLE FOR
240V. T.S. FEED FOR CONNECTION
BY: DTE CO

60A. SERVICE DISCONNECT
(NEMA 4X-STAINLESS STEEL)
FUSE AT 60A.



PS#8

STEEL POLE

TS#16

TS#15

14 MILE RD.

TS#14

TS#13

TS#12

TS#11

PS#7

STEEL POLE

PB

PEDESTAL

PS#6

PS#5

PS#4

PS#3

PS#2

PS#1

TS#10

TS#9

TS#8

TS#7

TS#6

TS#5

TS#4

TS#3

TS#2

TS#1

TS#16

TS#15

TS#14

TS#13

TS#12

TS#11

TS#10

TS#9

TS#8

TS#7

TS#6

TS#5

TS#4

TS#3

TS#2

TS#1

TS#16

TS#15

TS#14

TS#13

TS#12

TS#11

TS#10

TS#9

TS#8

TS#7

TS#6

TS#5

TS#4

TS#3

TS#2

TS#1

TS#16

TS#15

TS#14

TS#13

TS#12

TS#11

TS#10

TS#9

TS#8

TS#7

TS#6

TS#5

TS#4

TS#3

TS#2

TS#1

TS#16

TS#15

TS#14

TS#13

TS#12

TS#11

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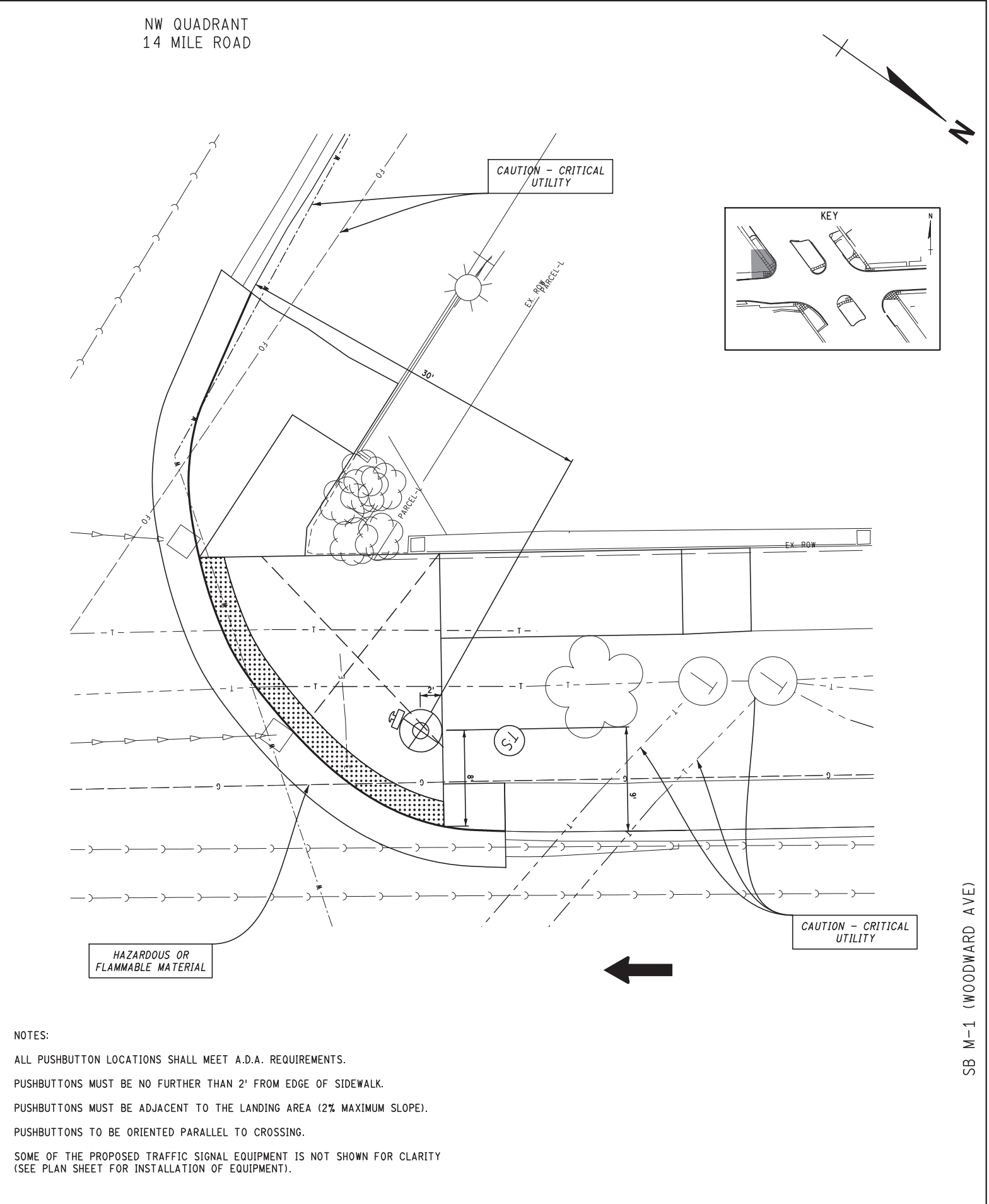
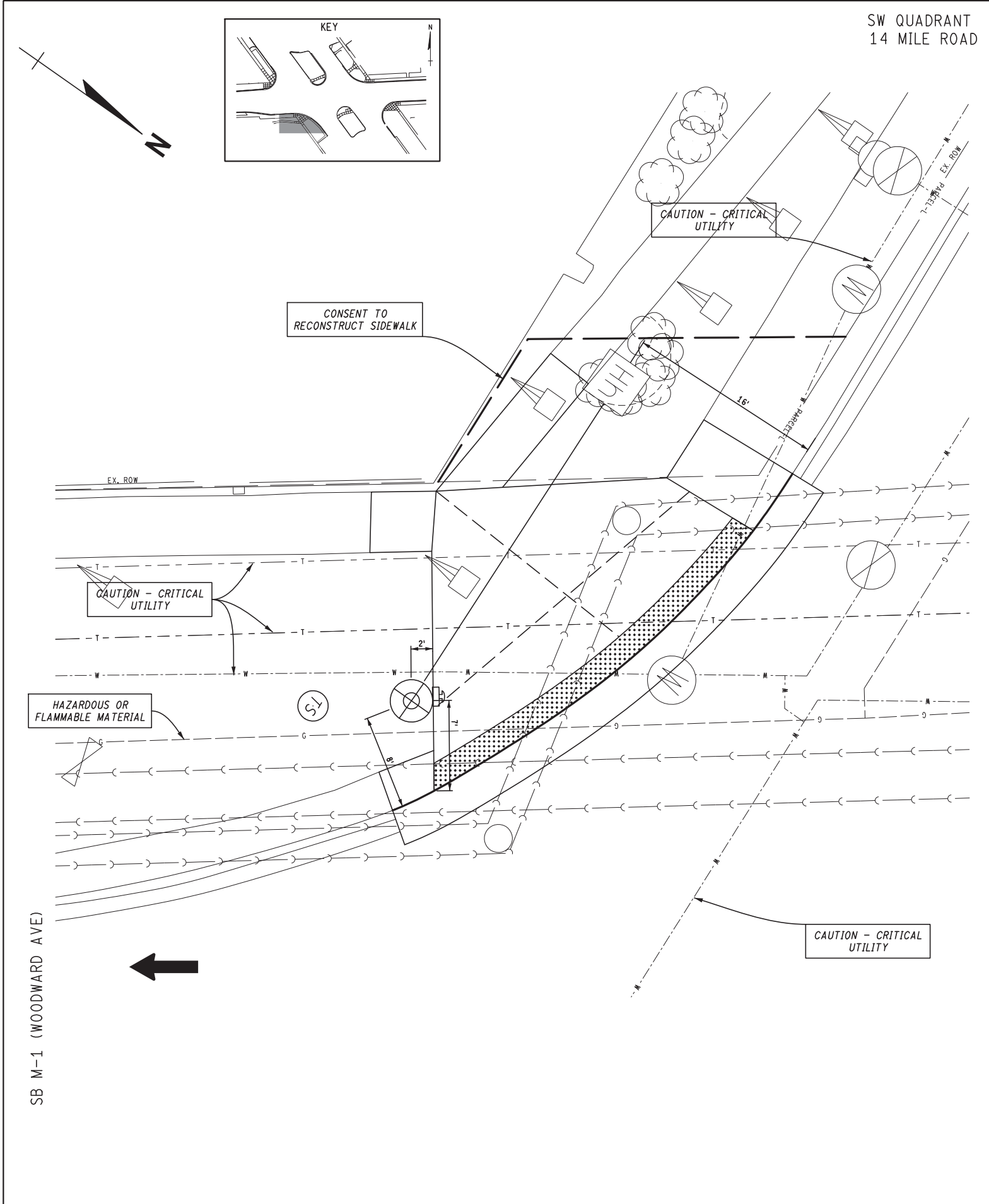
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TS#7

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TS#5

TS#4



NOTES:



ALL PUSHBUTTON LOCATIONS SHALL MEET A.D.A. REQUIREMENTS.

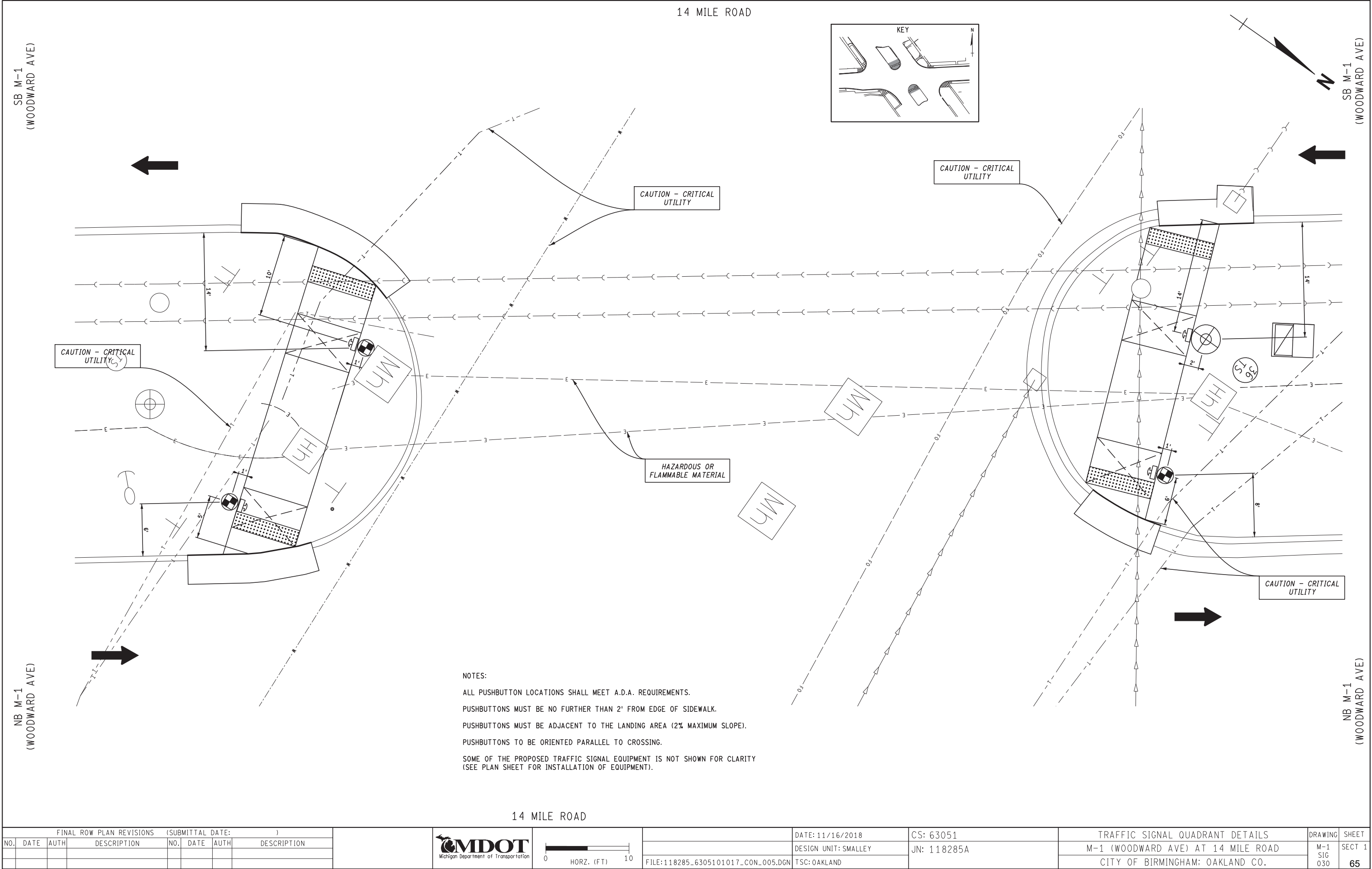
PUSHBUTTONS MUST BE NO FURTHER THAN 2' FROM EDGE OF SIDEWALK.

PUSHBUTTONS MUST BE ADJACENT TO THE LANDING AREA (2% MAXIMUM SLOPE).

PUSHBUTTONS TO BE ORIENTED PARALLEL TO CROSSING.

SOME OF THE PROPOSED TRAFFIC SIGNAL EQUIPMENT IS NOT SHOWN FOR CLARITY (SEE PLAN SHEET FOR INSTALLATION OF EQUIPMENT).

FINAL ROW PLAN REVISIONS				(SUBMITTAL DATE:)				 Michigan Department of Transportation	 0 10 HORZ. (FT)		DATE: 11/16/2018	CS: 63051	TRAFFIC SIGNAL QUADRANT DETAILS		DRAWING	SHEET
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION				DESIGN UNIT: SMALLEY	JN: 118285A	M-1 (WOODWARD AVE) AT 14 MILE ROAD		M-1 SIG 029	SECT 1
													CITY OF BIRMINGHAM; OAKLAND CO.			
											FILE: 118285_6305101017_CON_004.DGN	TSC: OAKLAND				
																64



NOTES:

ALL PUSHBUTTON LOCATIONS SHALL MEET A.D.A. REQUIREMENTS.

PUSHBUTTONS MUST BE NO FURTHER THAN 2' FROM EDGE OF SIDEWALK.

PUSHBUTTONS MUST BE ADJACENT TO THE LANDING AREA (2% MAXIMUM SLOPE).

PUSHBUTTONS TO BE ORIENTED PARALLEL TO CROSSING.

SOME OF THE PROPOSED TRAFFIC SIGNAL EQUIPMENT IS NOT SHOWN FOR CLARITY (SEE PLAN SHEET FOR INSTALLATION OF EQUIPMENT).

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



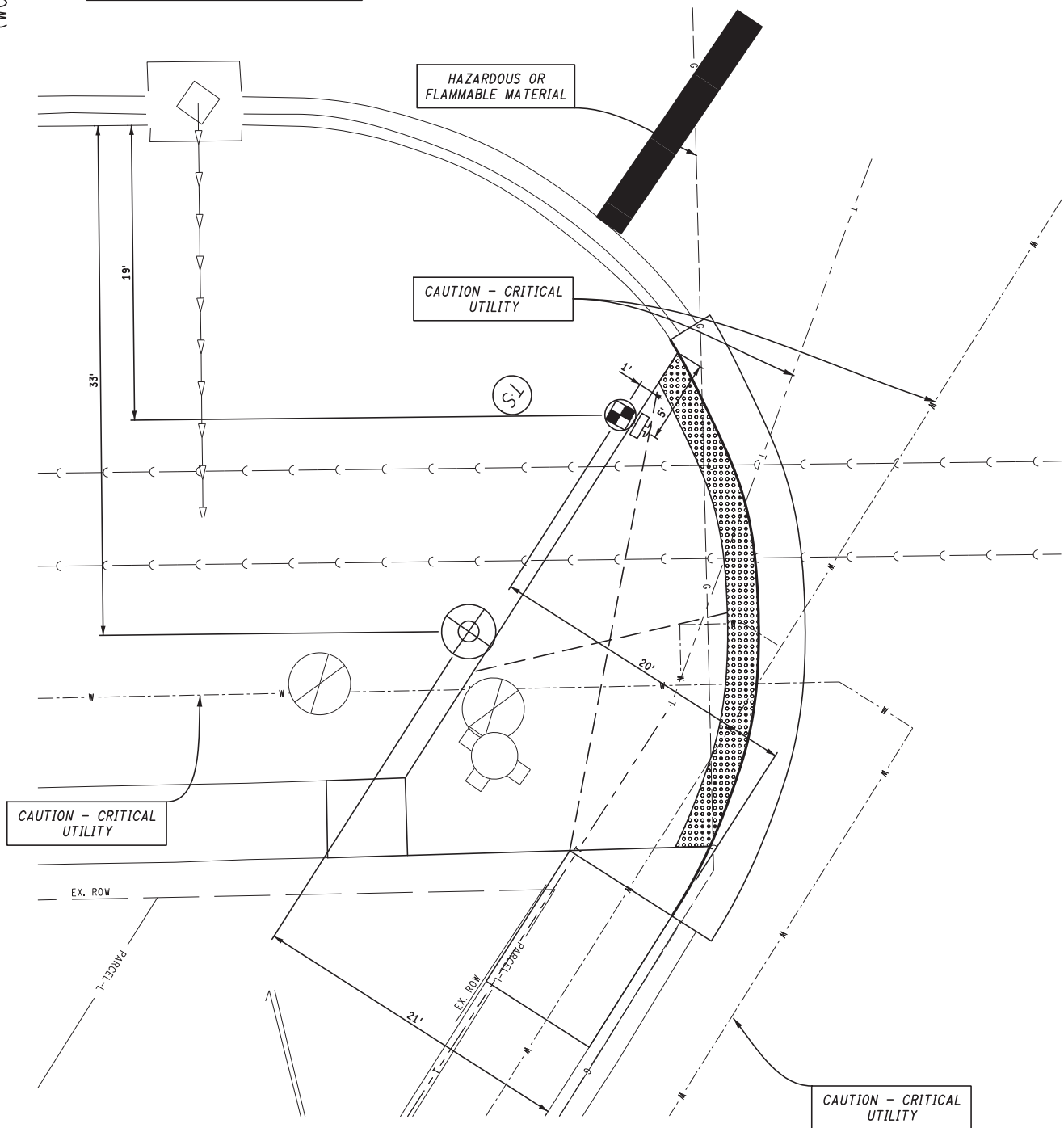
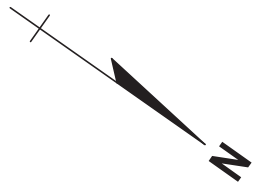
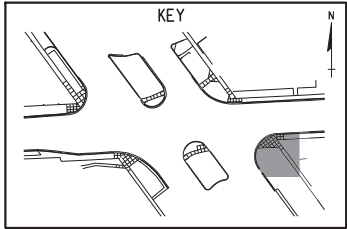
FILE: 118285_6305101017_CON_005.DGN

DATE: 11/16/2018
DESIGN UNIT: SMALLEY
TSC: OAKLAND

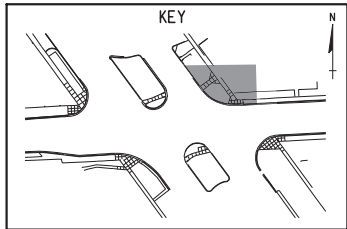
CS: 63051
JN: 118285A

TRAFFIC SIGNAL QUADRANT DETAILS		DRAWING	SHEET
M-1 (WOODWARD AVE) AT 14 MILE ROAD		M-1 SIG 030	SECT 1
CITY OF BIRMINGHAM; OAKLAND CO.			65

NB M-1
(WOODWARD AVE)

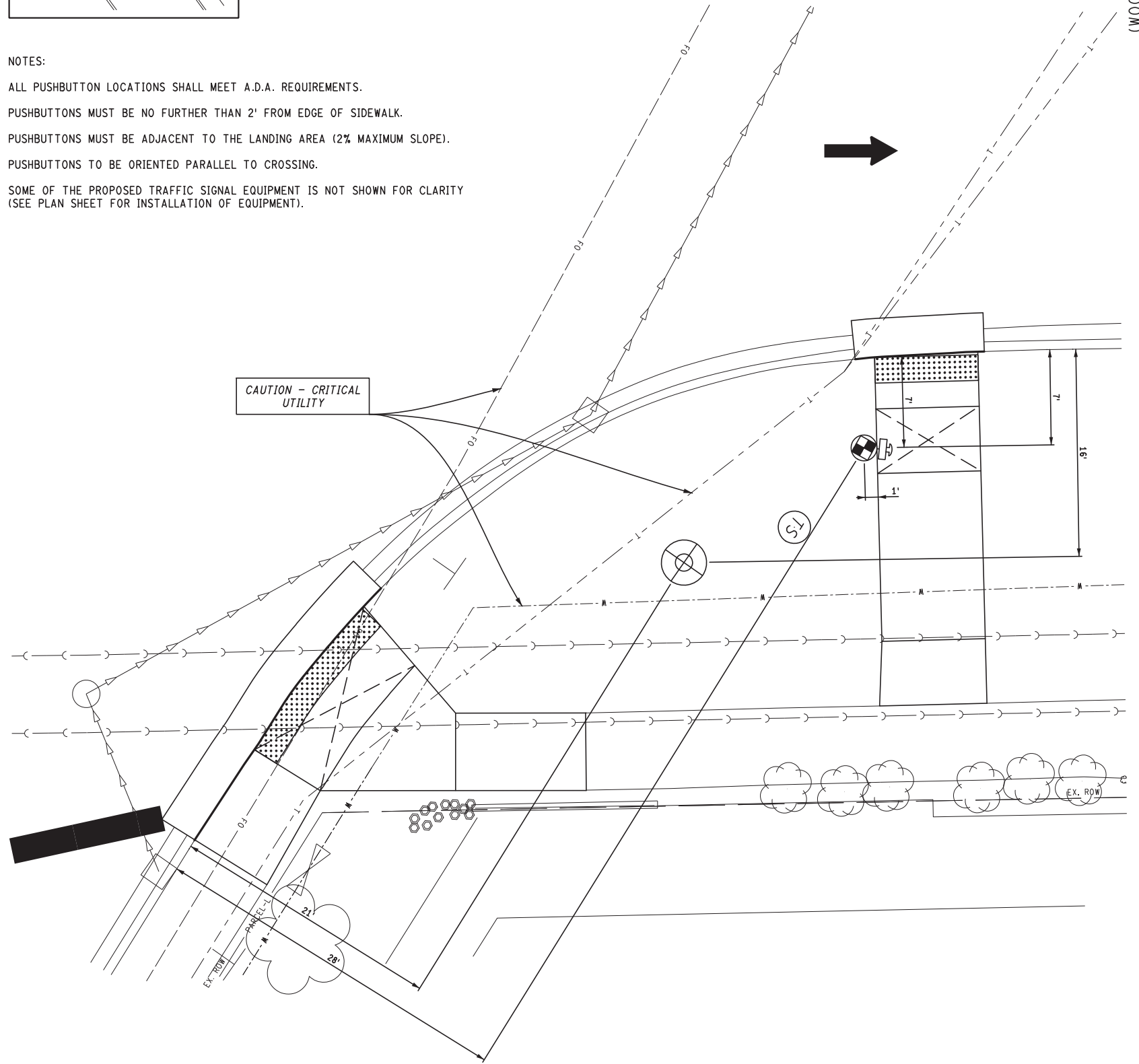


SE QUADRANT
14 MILE ROAD



NB M-1
(WOODWARD AVE)

NOTES:
ALL PUSHBUTTON LOCATIONS SHALL MEET A.D.A. REQUIREMENTS.
PUSHBUTTONS MUST BE NO FURTHER THAN 2' FROM EDGE OF SIDEWALK.
PUSHBUTTONS MUST BE ADJACENT TO THE LANDING AREA (2% MAXIMUM SLOPE).
PUSHBUTTONS TO BE ORIENTED PARALLEL TO CROSSING.
SOME OF THE PROPOSED TRAFFIC SIGNAL EQUIPMENT IS NOT SHOWN FOR CLARITY
(SEE PLAN SHEET FOR INSTALLATION OF EQUIPMENT).



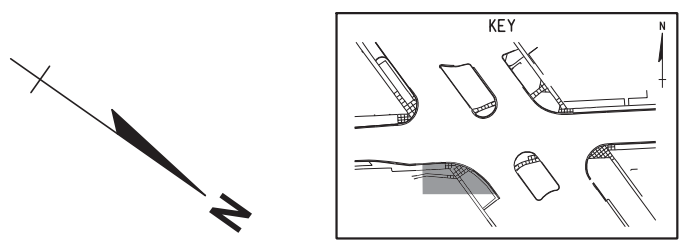
NE QUADRANT
14 MILE ROAD

FINAL ROW PLAN REVISIONS				(SUBMITTAL DATE:)			
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION

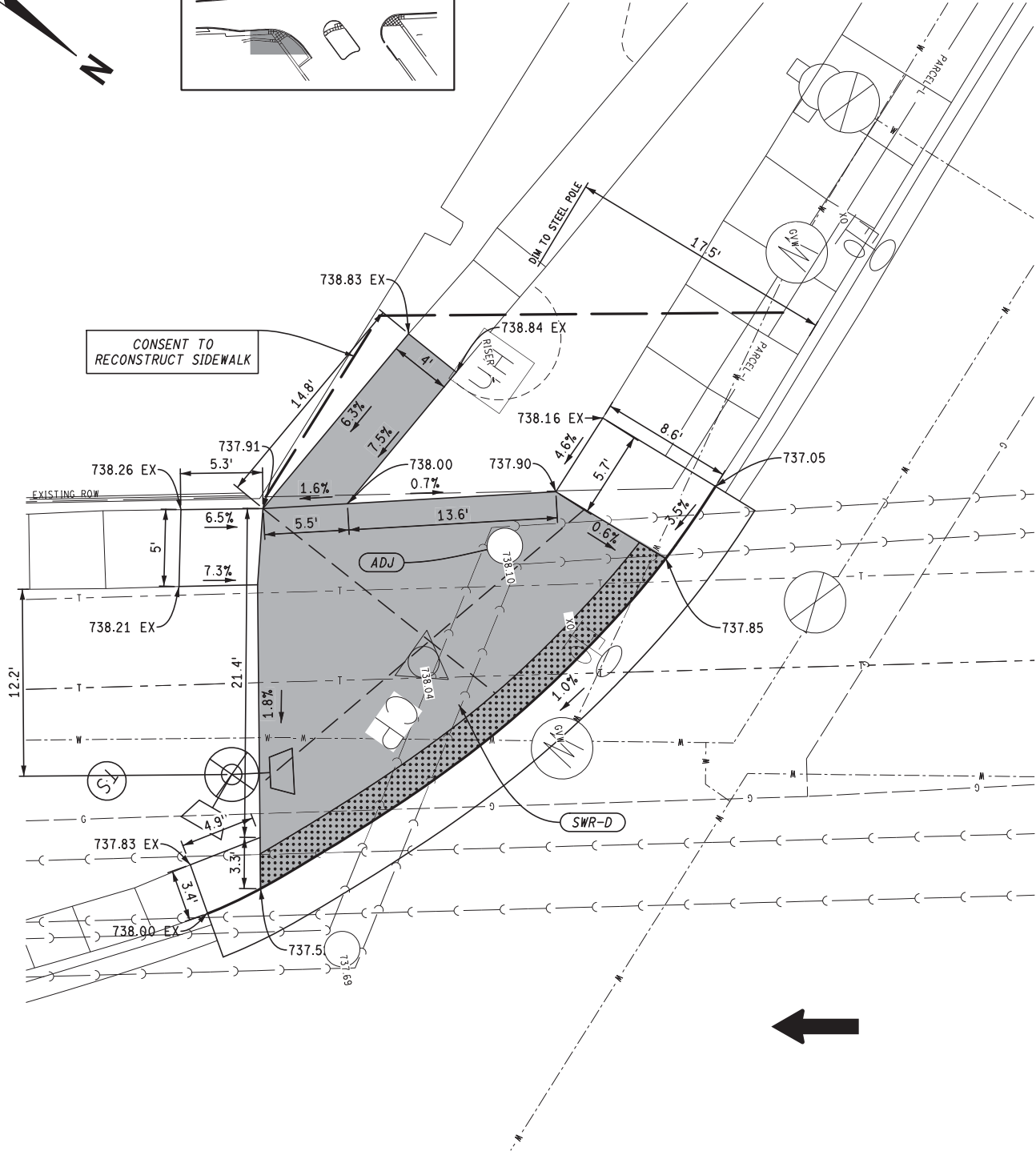


FILE: 118285_6305101017_CON_006.DGN		DATE: 11/16/2018	CS: 63051	TRAFFIC SIGNAL QUADRANT DETAILS		DRAWING	SHEET
TSC: OAKLAND		DESIGN UNIT: SMALLEY	JN: 118285A	M-1 (WOODWARD AVE) AT 14 MILE ROAD		M-1 SIG 031	SECT 1
				CITY OF BIRMINGHAM; OAKLAND CO.			66

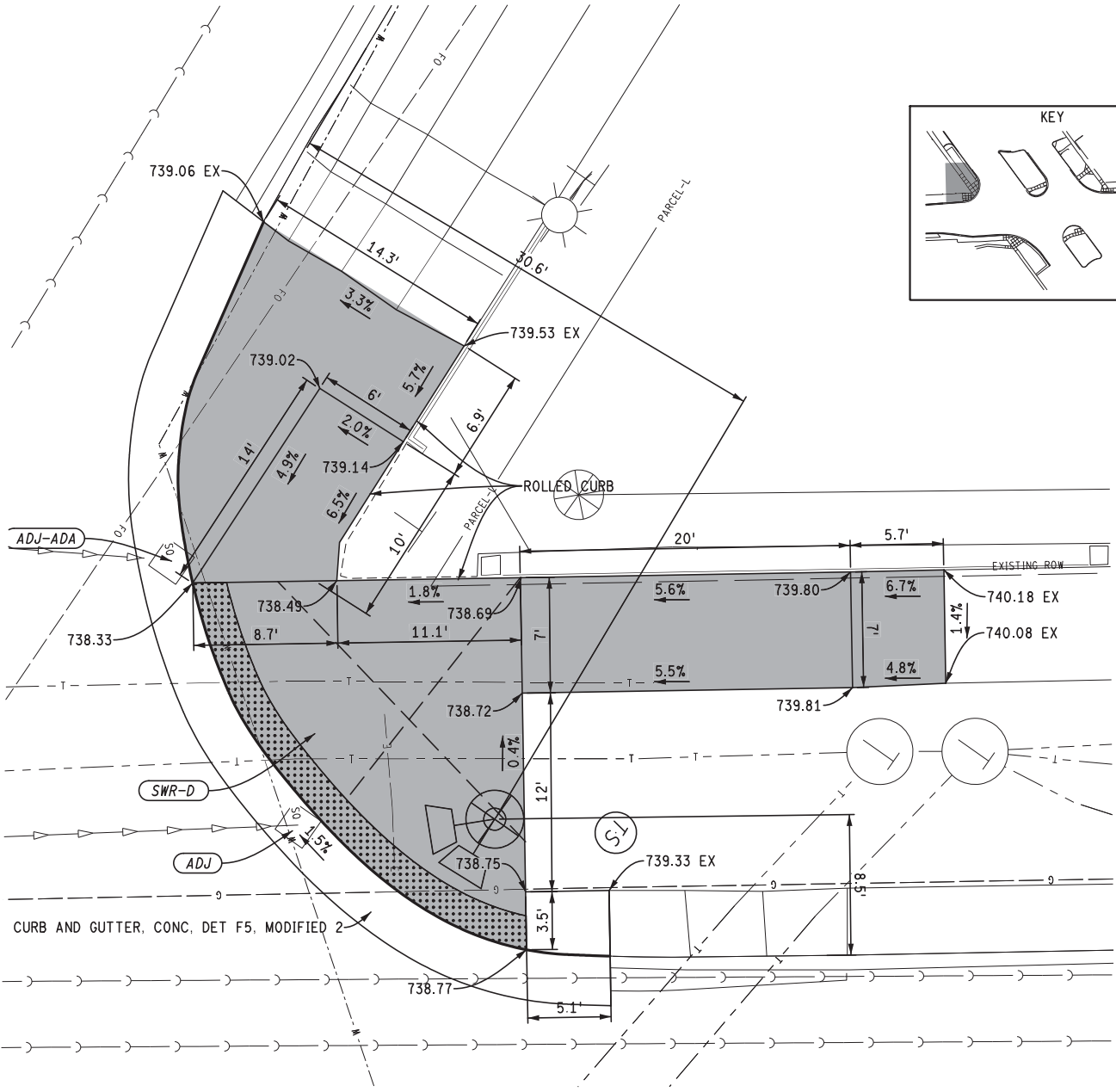
SB M-1 (WOODWARD AVE)



SW QUADRANT
14 MILE ROAD



NW QUADRANT
14 MILE ROAD



CONSTRUCTION QUANTITIES

110	Ft	Curb and Gutter, Conc, Det F5, Modified 2
94	Sft	Sidewalk, Conc, 4 inch
1248	Sft	Sidewalk Ramp, Conc, 4 inch
64	Ft	Detectable Warning Surface
150	Syd	Aggregate Base, 4 inch
3	Ea	Dr Structure Cover, Adj, Case 1
1	Ea	Dr Structure Cover, ADA Compliant
120	Syd	Slope Restoration, Type A
3	Ea	Erosion Control, Inlet Protection, Fabric Drop

THE DETECTABLE WARNING SURFACES AT
THIS INTERSECTION SHALL CAST IRON.

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



FILE: 118285_6305101017_CON07.DGN

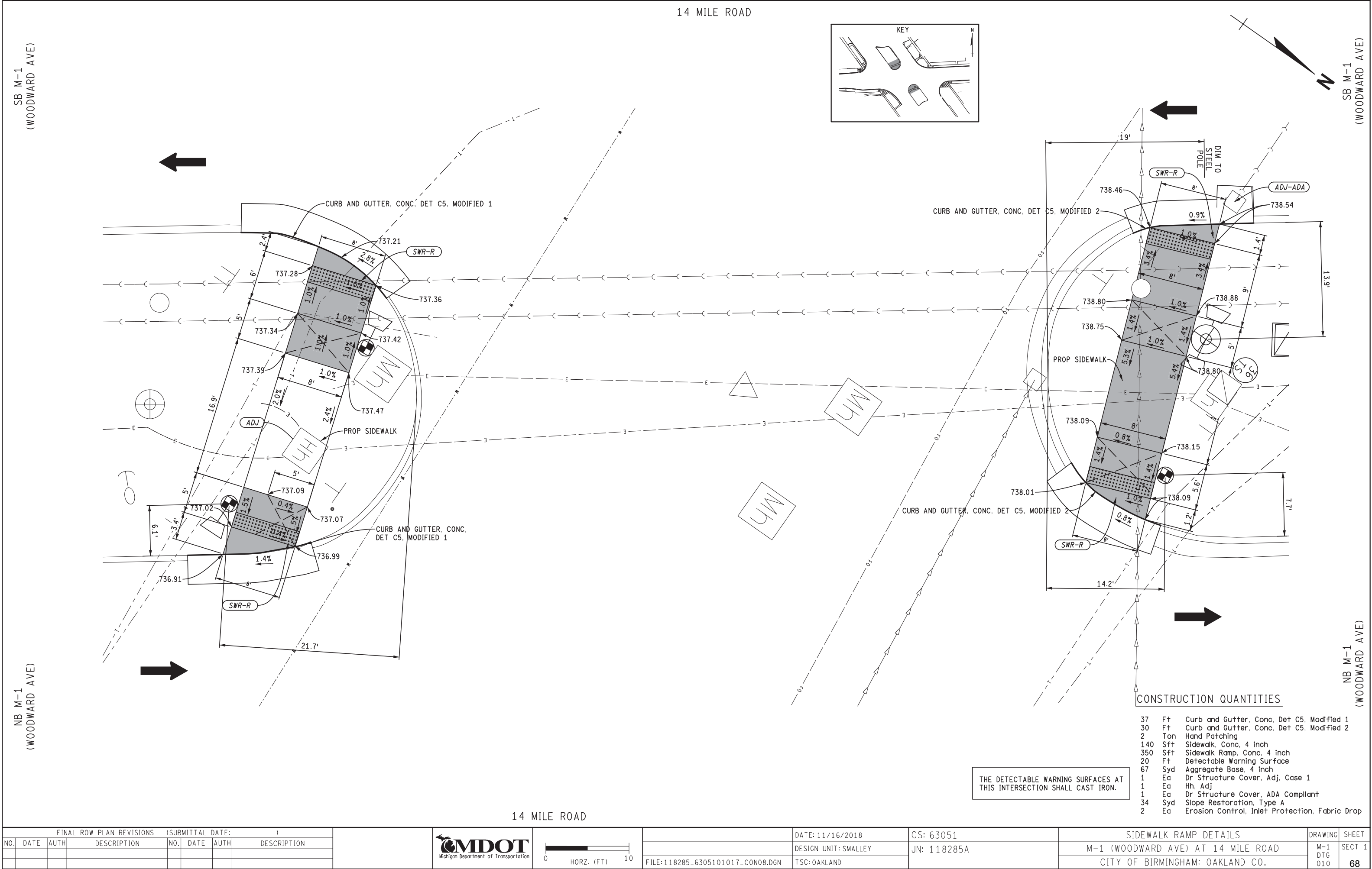
DATE: 11/16/2018
DESIGN UNIT: SIGNALS
TSC: OAKLAND

CS: 63051
JN: 118285A

SIDEWALK REMOVAL
M-1 (WOODWARD AVE) AT 14 MILE ROAD
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING SHEET
M-1
REM
009
67

SB M-1 (WOODWARD AVE)



CONSTRUCTION QUANTITIES

37	Ft	Curb and Gutter, Conc. Det C5, Modified 1
30	Ft	Curb and Gutter, Conc. Det C5, Modified 2
2	Ton	Hand Patching
140	Sft	Sidewalk, Conc. 4 inch
350	Sft	Sidewalk Ramp, Conc. 4 inch
20	Ft	Detectable Warning Surface
67	Syd	Aggregate Base, 4 inch
1	Ea	Dr Structure Cover, Adj. Case 1
1	Ea	Hh, Adj
1	Ea	Dr Structure Cover, ADA Compliant
34	Syd	Slope Restoration, Type A
2	Ea	Erosion Control, Inlet Protection, Fabric Drop

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)					
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE

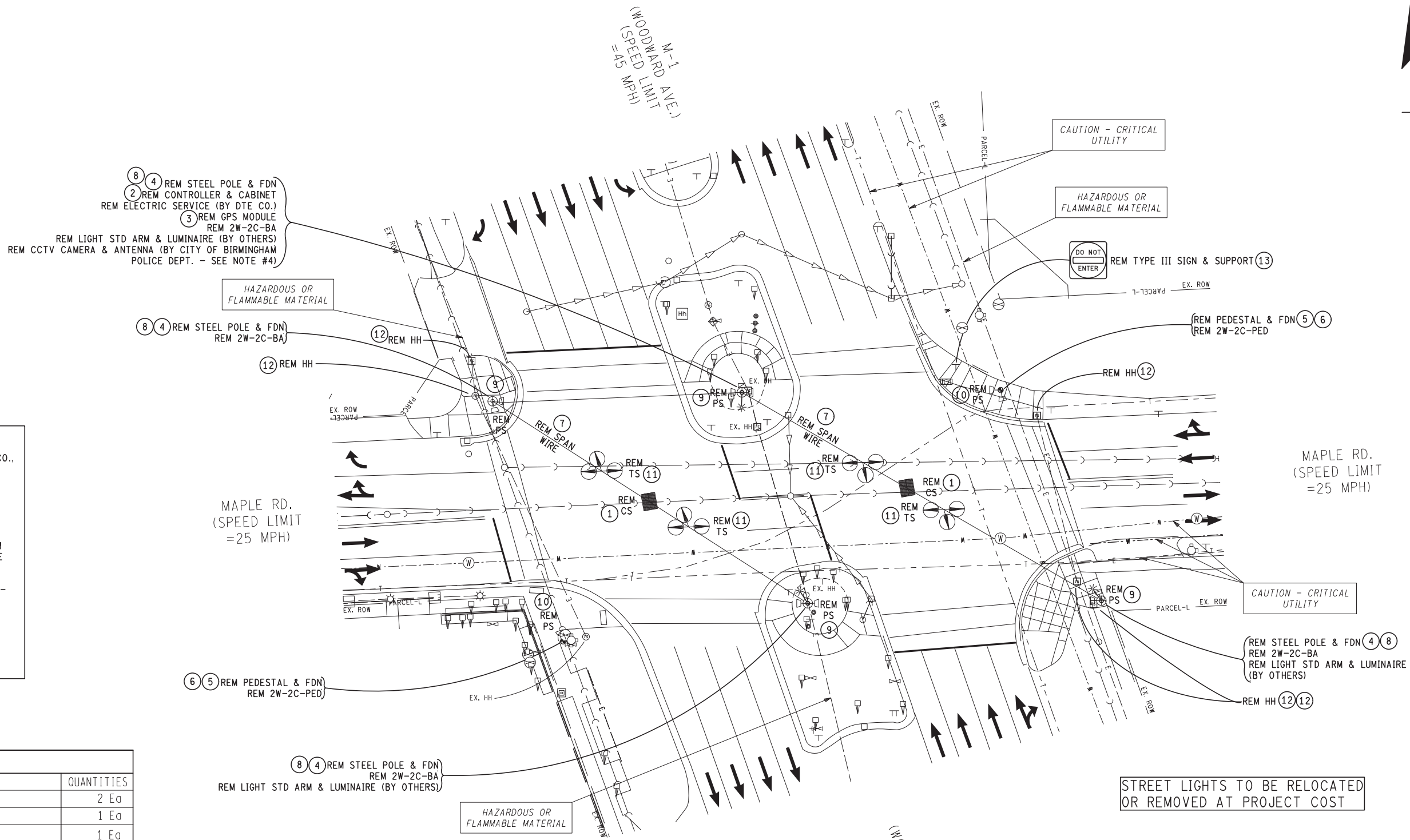


FILE: 118285_6305101017_CON08.DGN

DATE: 11/16/2018
DESIGN UNIT: SMALLEY
TSC: OAKLAND

CS: 63051
JN: 118285A

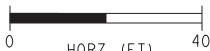
DRAWING		SHEET	
M-1 (WOODWARD AVE) AT 14 MILE ROAD		M-1	
CITY OF BIRMINGHAM; OAKLAND CO.		DTG	
		010	
		68	



- NOTES TO CONTRACTOR:
1. CONTACT DENNIS MERCIER (248-427-2954), DETROIT EDISON CO., FOR DISCONNECTION OF ELECTRIC SERVICE. NO COST TO CONTRACTOR.
 2. SEE NEXT SHEET FOR REMOVAL CABLING DIAGRAM.
 3. REMOVE ALL STOP BARS AND CROSSWALK MARKINGS.
 4. CONTACT ELLEN DEVIEW (248-530-1869), CITY OF BIRMINGHAM POLICE DEPT., FOR THE REMOVAL OF THE CCTV SURVEILLANCE CAMERA & ANTENNA.
 5. CONTACT THE BUILDING PROPERTY MANAGEMENT COMPANY (269-598-1061) FOR SHUTOFF OF IRRIGATION IN THE SOUTHWEST QUADRANT PRIOR TO ANY WORK.
 6. A SIDEWALK SNOW-MELT SYSTEM EXISTS UNDER THE EXISTING SIDEWALK IN THE SOUTHWEST QUADRANT. THE CONTRACTOR SHALL NOT PARK OR DRIVE ANY EQUIPMENT ON THE EXISTING SIDEWALK IN THE SOUTHWEST QUADRANT.

LIST OF MATERIAL		
NO.	ITEM	QUANTITIES
(1)	Case Sign, Rem	2 Ea
(2)	Controller and Cabinet, Rem	1 Ea
(3)	Global Positioning System Module, Rem	1 Ea
(4)	Fdn, Rem	4 Ea
(5)	Pedestal Fdn, Rem	2 Ea
(6)	Pedestal, Rem	2 Ea
(7)	Span Wire, Rem	2 Ea
(8)	Steel Pole, Rem	4 Ea
(9)	TS, Pedestrian, Bracket Arm Mtd, Rem	4 Ea
(10)	TS, Pedestrian, Pedestal Mtd, Rem	2 Ea
(11)	TS, Span Wire Mtd, Rem	4 Ea
(12)	Hh, Rem	5 Ea
(13)	Sign, Type III, Rem	1 Ea
○	Rem Spec Mrkg	610 Sft

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)					
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE



FILE: 118285_6305101021_REM_001.DGN

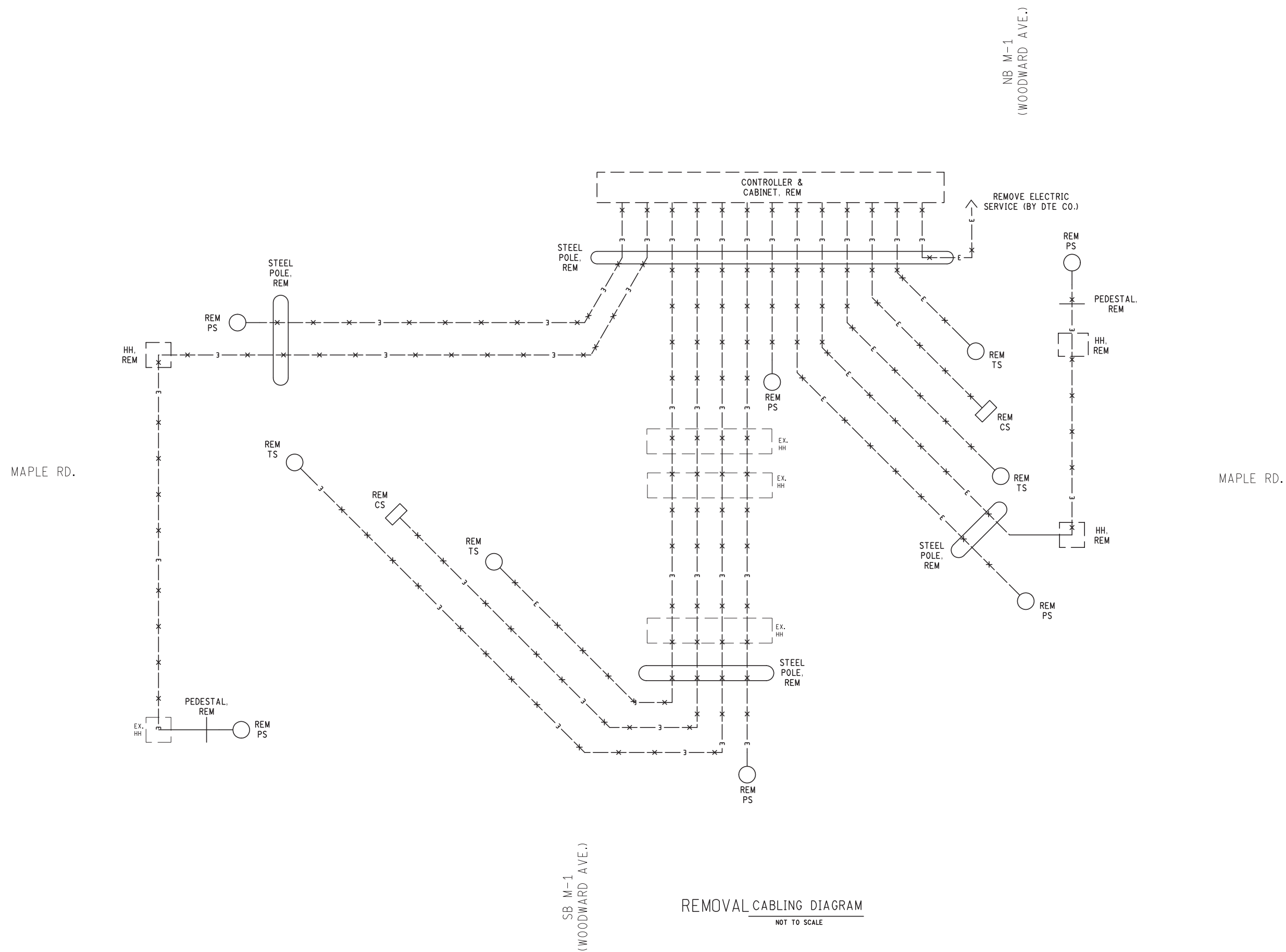
DATE: 11/16/2018
DESIGN UNIT: SIGNALS
TSC: OAKLAND

CS: 63051
JN: 118285A

TRAFFIC SIGNAL REMOVAL
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

SIGNALS	
OPENINGS:	68
CYCLIC WATTS: 7800	
STEADY WATTS: 500	
PLAN: 63051-01-021	

DRAWING	SHEET
M-1 SIG 032	69



FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



NO SCALE

FILE: 118285_6305101021_REM02.DGN

DATE: 11/16/2018

DESIGN UNIT: SMALLEY

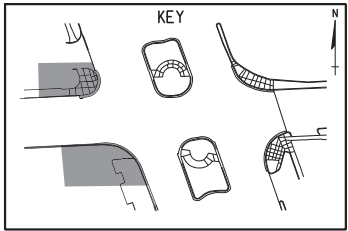
TSC: SIGNALS

CS: 63051

JN: 118285A

TRAFFIC SIGNAL REMOVAL CABLING DIAGRAM
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING	SHEET
M-1 SIG 033	SECT 1 70

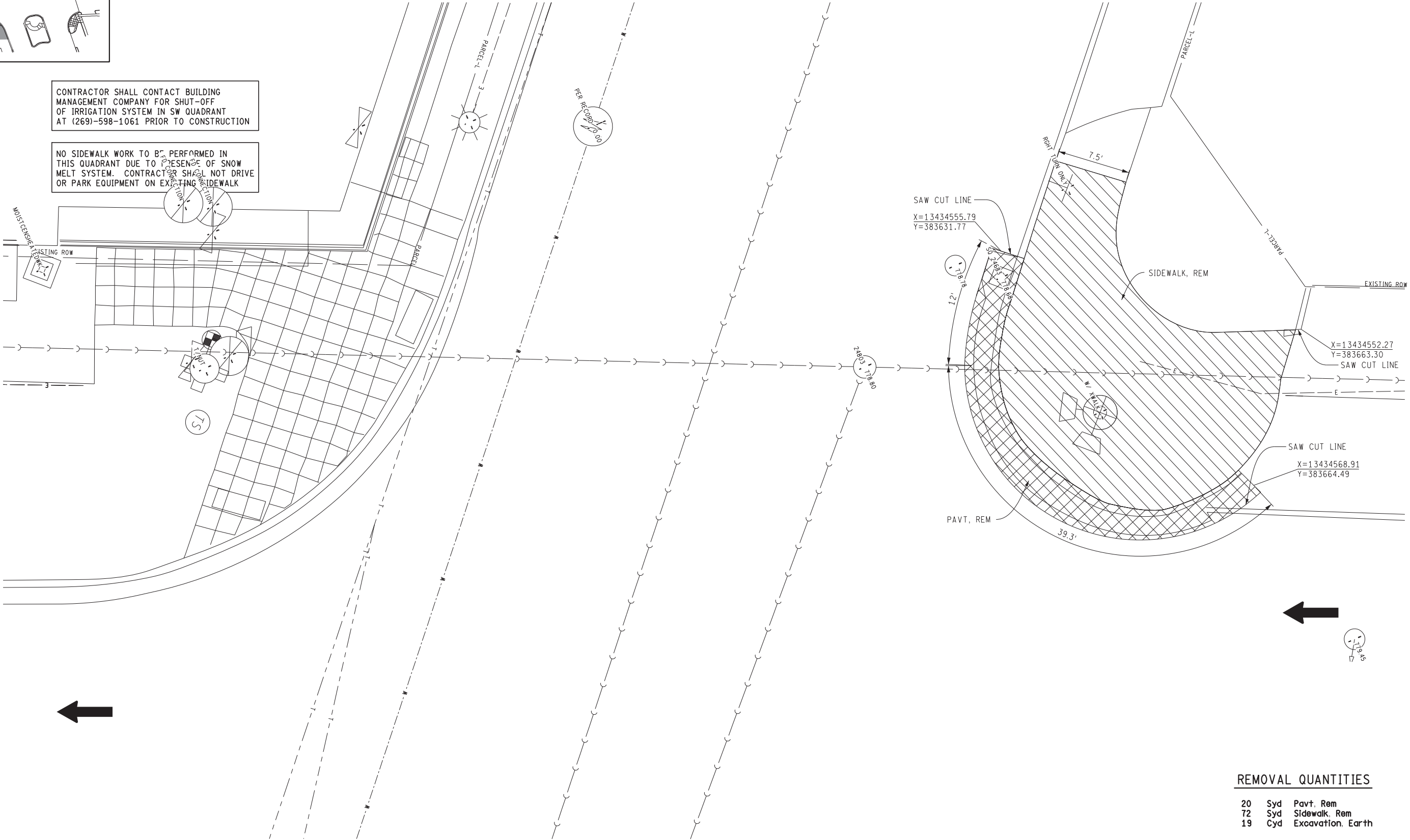


SW AND NW
15 MILE ROAD (MAPLE RD)



CONTRACTOR SHALL CONTACT BUILDING
MANAGEMENT COMPANY FOR SHUT-OFF
OF IRRIGATION SYSTEM IN SW QUADRANT
AT (269)-598-1061 PRIOR TO CONSTRUCTION

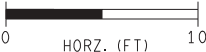
NO SIDEWALK WORK TO BE PERFORMED IN
THIS QUADRANT DUE TO PRESENCE OF SNOW
MELT SYSTEM. CONTRACTOR SHALL NOT DRIVE
OR PARK EQUIPMENT ON EXISTING SIDEWALK



REMOVAL QUANTITIES

20	Syd	Pavt. Rem
72	Syd	Sidewalk. Rem
19	Cyd	Excavation. Earth

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



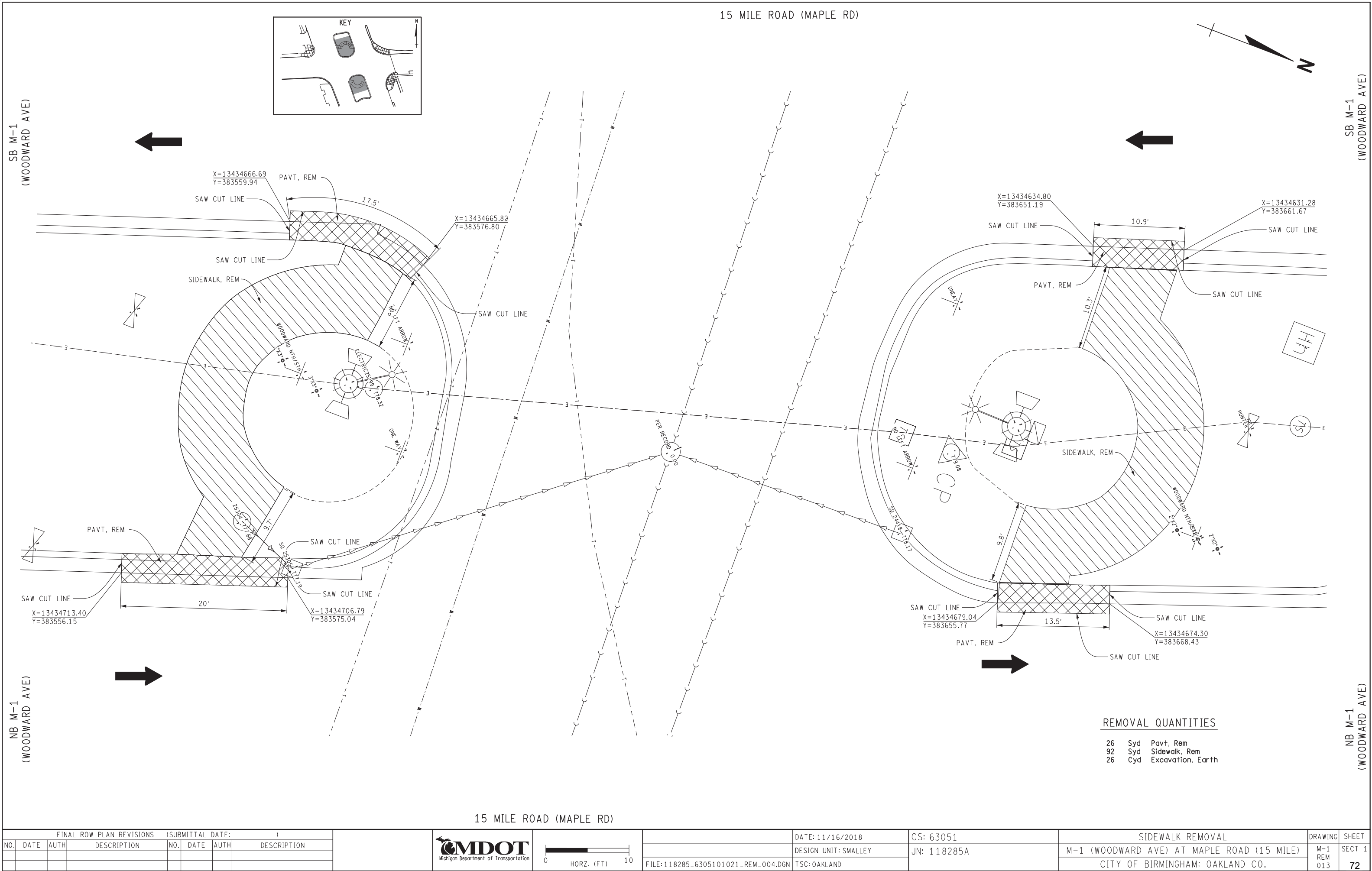
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DATE: 11/16/2018
DESIGN UNIT: SIGNALS
TSC: OAKLAND

CS: 63051
JN: 118285A

SIDEWALK REMOVAL
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING
M-1
REM
012
SHEET
71



REMOVAL QUANTITIES

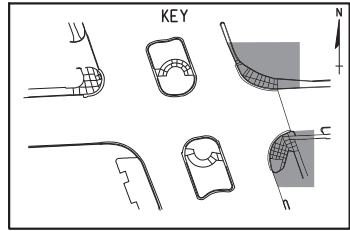
26	Syd	Pavt, Rem
92	Syd	Sidewalk, Rem
26	Cyd	Excavation, Earth

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)					
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE

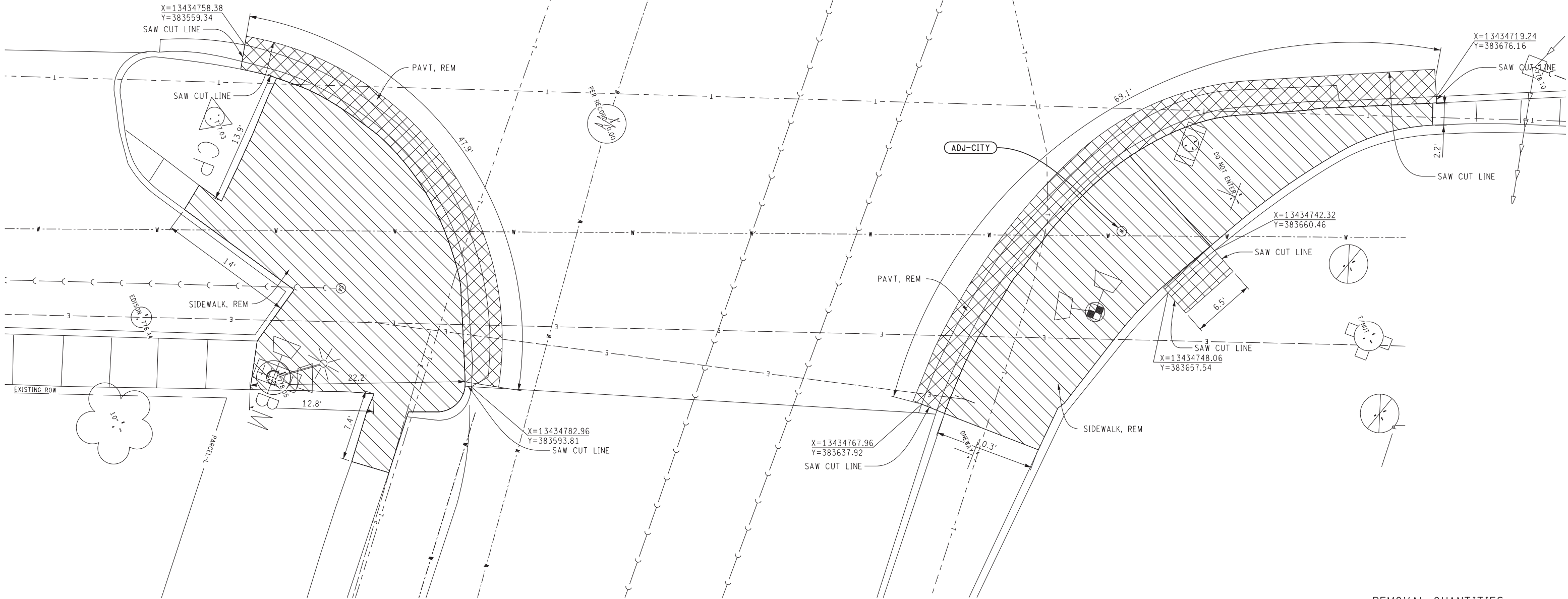


DATE: 11/16/2018	CS: 63051	SIDEWALK REMOVAL		DRAWING	SHEET
DESIGN UNIT: SMALLEY	JN: 118285A	M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)		M-1 REM 013	SECT 1
FILE: 118285_6305101021_REM_004.DGN	TSC: OAKLAND	CITY OF BIRMINGHAM; OAKLAND CO.			72

NB M-1
(WOODWARD AVE)



NB M-1
(WOODWARD AVE)



REMOVAL QUANTITIES

50	Syd	Pavt, Rem
139	Syd	Sidewalk, Rem
40	Cyd	Excavation, Earth

SE AND NE QUADRANT
15 MILE ROAD

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)			
NO.	DATE	AUTH	DESCRIPTION



FILE: 118285_6305101021_REM_005.DGN

DATE: 11/16/2018
DESIGN UNIT: SMALLEY
TSC: OAKLAND

CS: 63051
JN: 118285A

SIDEWALK REMOVAL
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING	SHEET
M-1 REM 014	73

THE PAY ITEMS SHOWN HERE CORRESPOND TO THE ITEMS
INSTALLED ON THE PREVIOUS SHEET:

LIST OF MATERIAL		
NO.	ITEM	QUANTITIES
①	Controller and Cabinet, Digital Type	1 Ea
②	Controller Fdn, Base Mount	1 Ea
③	Global Positioning System Module	1 Ea
④	Pedestal, Alum	5 Ea
⑤	Pedestal, Fdn	8 Ea
⑥	Pedestal, Underground Serv, Unmetered	1 Ea
⑦	Pushbutton and Sign	8 Ea
⑧	Pushbutton Pedestal, Alum	2 Ea
⑨	Cellular Modem, TS, 4G	1 Ea
⑩	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	2 Ea
⑪	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	2 Ea
⑫	TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	4 Ea
⑬	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	1 Ea
⑭	TS, One Way Mast Arm Mtd (LED)	16 Ea
⑮	Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated	5 Ea
⑯	Hh, Round, 3 foot Dia.	1 Ea
⑰	Hh, Round	4 Ea
⑱	Mast Arm Pole, Cat I	4 Ea
⑲	Mast Arm, 40 foot, Cat I	1 Ea
⑳	Mast Arm, 45 foot, Cat I	2 Ea
㉑	Mast Arm, 50 foot, Cat I	3 Ea
㉒	Mast Arm Pole Fdn, 6 Bolt	48 Ft
㉓	Post Hole Through Conc for Steel Post	1 Ea
㉔	Post, Steel, 3 lb	14 Ft
㉕	Sign, Type IIIA	7 Sft
㉖	TS, Managed Field Ethernet Switch, Layer 2, Copper	1 Ea
㉗	Managed Field Ethernet Switch, Fiber Capable	1 Ea
㉘	Roadside Unit, Intersection	1 Ea
㉙	Bracket, Truss, With 18 Foot Arm	1 Ea
㉚	Backplate, TS	16 Ea
○	Conduit, DB, 1, 1 1/2 inch	210 Ft
○	Conduit, DB, 3, 3 inch	80 Ft
○	Conduit, DB, 4, 3 inch	15 Ft
○	Conduit, Directional Bore, 2, 3 inch	475 Ft
○	Cable, Sec, 600V, 1, 3/C#6	500 Ft
○	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	160 Ft
○	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	1400 Ft

NOTES TO CONTRACTOR:

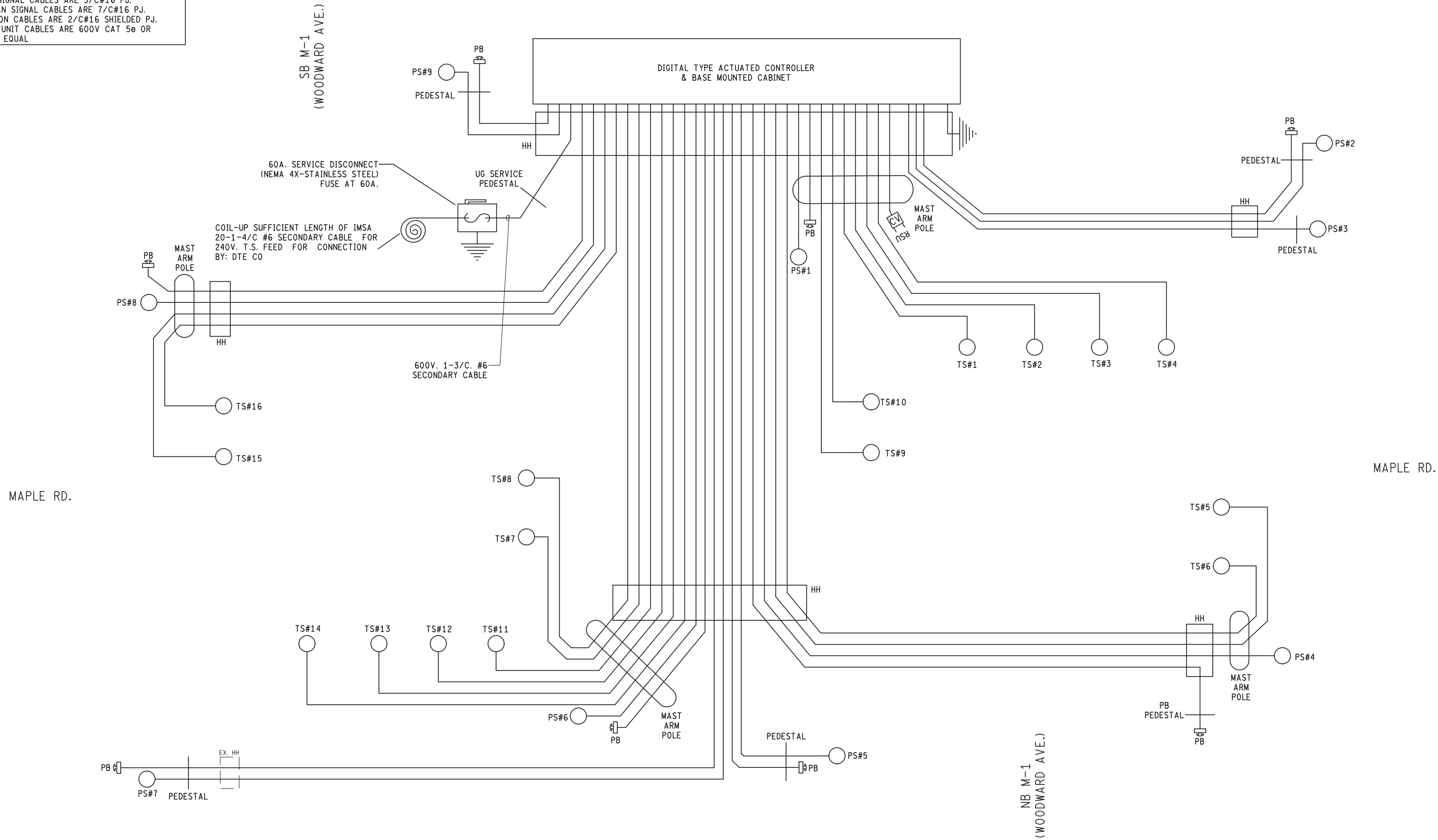
- CONTACT FOWZIA HAJI ABDI (248-483-5167), MDOT SOILS ENGINEER, FOR INSPECTION OF DRILLED SHAFTS 48 HOURS PRIOR TO THE DRILLING OPERATION.
- FOR ELECTRICAL SERVICE INSPECTION CONTACT THE MICHIGAN DEPARTMENT OF LICENSING & REGULATORY AFFAIRS AT 248-496-0916. COST TO CONTRACTOR WILL BE INCIDENTAL.
- CONTACT DENNIS MERCIER (248-427-2954), DETROIT EDISON CO., FOR RECONNECTION OF ELECTRIC SERVICE. NO ADDITIONAL COST TO CONTRACTOR.
- INSTALL NEW SPECIAL EMPHASIS CROSSWALK (8' LONG, 10" WIDE, 24" SPACING) & STOP BAR PAVEMENT MARKINGS AS SHOWN IN THE PLAN.
- ALL MAST ARMS, MAST ARM STDs, PEDESTALS, SIGNAL MOUNTING HARDWARE, BRACKETS & ALL ASSOCIATED MATERIALS SHALL BE POWDER COATED "PARK BENCH GREEN" (SHERWIN WILLIAMS POWDURA PGS8-3501 OR APPROVED EQUAL) TO MATCH THE EXISTING SIGNAL EQUIPMENT IN THE CITY OF BIRMINGHAM. THE COLOR SHALL BE APPROVED BY PAUL O'MEARA (248-530-1836), CITY OF BIRMINGHAM, PRIOR TO PAINTING. PAYMENT FOR COATING SHALL BE INCLUDED IN THE AFFECTED ITEMS.
- CONTACT THE BUILDING PROPERTY MANAGEMENT COMPANY (269-598-1061) FOR SHUTOFF OF IRRIGATION IN THE SOUTHWEST QUADRANT PRIOR TO ANY WORK.
- A SIDEWALK SNOW-MELT SYSTEM EXISTS UNDER THE EXISTING SIDEWALK IN THE SOUTHWEST QUADRANT. THE CONTRACTOR SHALL NOT PARK OR DRIVE ANY EQUIPMENT ON THE EXISTING SIDEWALK IN THE SOUTHWEST QUADRANT.
- ALL TRAFFIC SIGNAL CONTROLLER CABINETS USED ON THIS PROJECT SHALL MEET THE TRAFFIC SIGNAL NEMA 4R CABINET REQUIREMENTS FOR I.T.S. APPLICATIONS AS SHOWN IN MDOT TRAFFIC SIGNAL SPECIAL DETAIL SIG-110-A.
- 24" WIDE BY 10' LONG CROSSWALK MARKINGS SHALL BE PAID FOR BY PLACING (2) ADJACENT STRIPS OF 12" WIDE CROSSWALK (20' TOTAL) FROM PAY ITEM "Pavt Mrkg, Polyurea, 12 inch, Crosswalk"

- CABLES TO BE USED
UNLESS SPECIFIED OTHERWISE
1. TRAFFIC SIGNAL CABLES ARE 5/C#16 P.J.

2. PEDESTRIAN SIGNAL CABLES ARE 7/C#16 P.J.

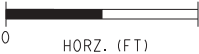
3. PUSHBUTTON CABLES ARE 2/C#16 SHIELDED P.J.

4. ROADSIDE UNIT CABLES ARE 600V CAT 5e OR APPROVED EQUAL



CABLING DIAGRAM
NOT TO SCALE

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



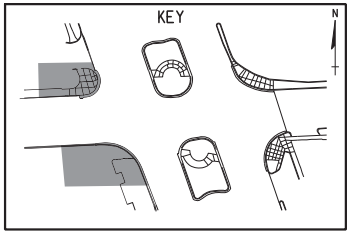
FILE: 118285_6305101021_CON001.DGN

DATE: 11/16/2018
DESIGN UNITS: SIGNALS
TSC: OAKLAND

CS: 63051
JN: 118285A

TRAFFIC SIGNAL PLAN
M-1 (WOODWARD AVE) AT MAPLE RD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING SHEET
SECT 1
76



SW AND NW
15 MILE ROAD (MAPLE RD)



CONTRACTOR SHALL CONTACT BUILDING
MANAGEMENT COMPANY FOR SHUT-OFF
OF IRRIGATION SYSTEM IN SW QUADRANT
AT (269)-598-1061 PRIOR TO CONSTRUCTION

NO SIDEWALK WORK TO BE PERFORMED IN
THIS QUADRANT DUE TO PRESENCE OF SNOW
MELT SYSTEM. CONTRACTOR SHALL NOT DRIVE
OR PARK EQUIPMENT ON EXISTING SIDEWALK

HAZARDOUS OR
FLAMMABLE MATERIAL

CAUTION - CRITICAL
UTILITY

NOTES:

- ALL PUSHBUTTON LOCATIONS SHALL MEET A.D.A. REQUIREMENTS.
- PUSHBUTTONS MUST BE NO FURTHER THAN 2' FROM EDGE OF SIDEWALK.
- PUSHBUTTONS MUST BE ADJACENT TO THE LANDING AREA (2% MAXIMUM SLOPE).
- PUSHBUTTONS TO BE ORIENTED PARALLEL TO CROSSING.

SOME OF THE PROPOSED TRAFFIC SIGNAL EQUIPMENT IS NOT SHOWN FOR CLARITY
(SEE PLAN SHEET FOR INSTALLATION OF EQUIPMENT).

SB M-1(WOODWARD AVE)

SB M-1(WOODWARD AVE)

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



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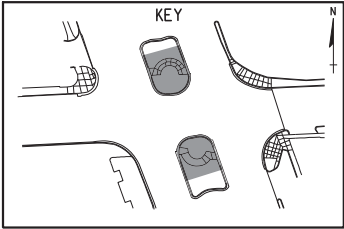
DATE: 11/16/2018
DESIGN UNIT: SIGNALS
TSC: OAKLAND

CS: 63051
JN: 118285A

TRAFFIC SIGNAL QUADRANT DETAILS
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

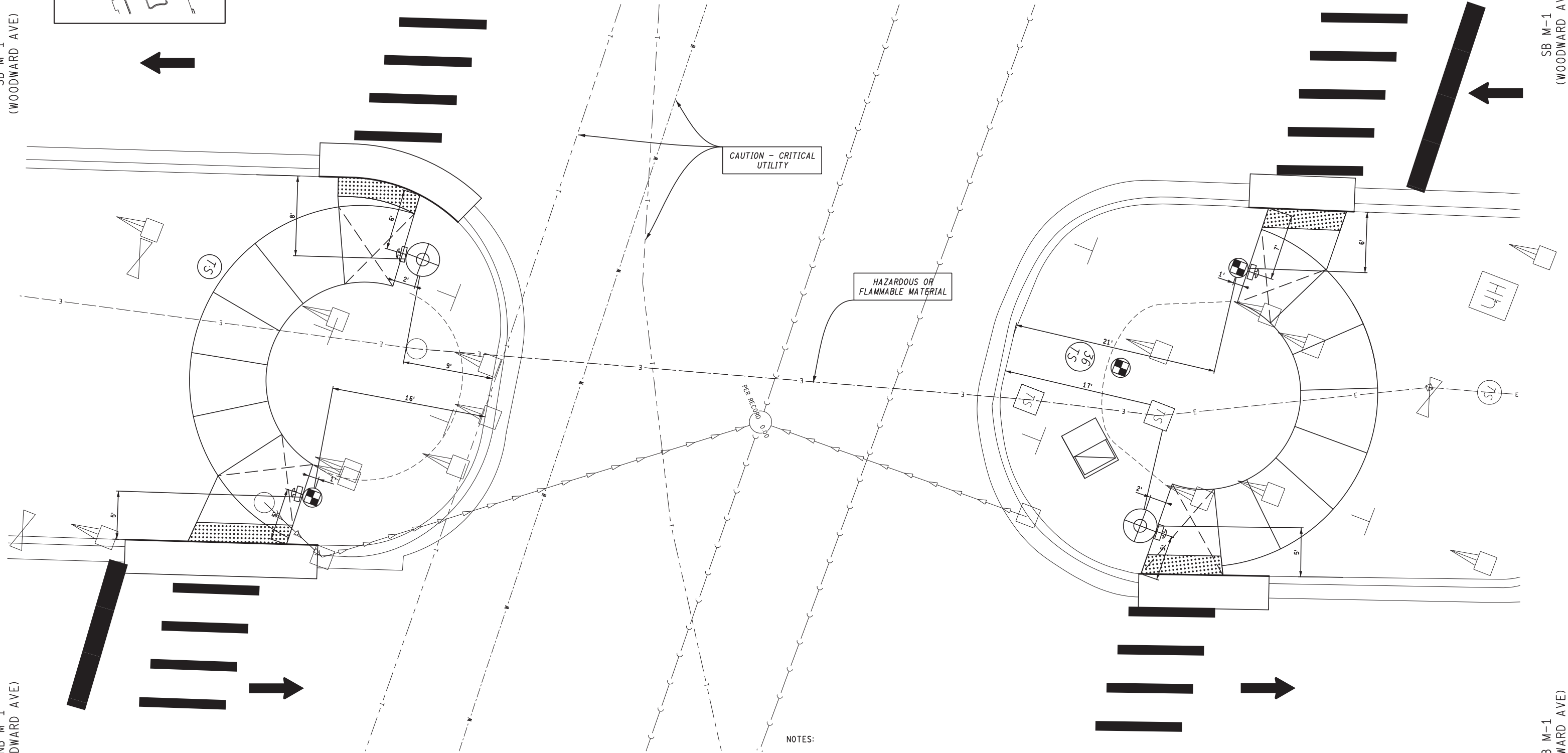
DRAWING SHEET
M-1 SIG 037
SECT 1 77

15 MILE ROAD (MAPLE RD)



SB M-1
(WOODWARD AVE)

SB M-1
(WOODWARD AVE)



NB M-1
(WOODWARD AVE)

NB M-1
(WOODWARD AVE)

15 MILE ROAD (MAPLE RD)

NOTES:

ALL PUSHBUTTON LOCATIONS SHALL MEET A.D.A. REQUIREMENTS.

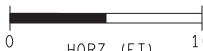
PUSHBUTTONS MUST BE NO FURTHER THAN 2' FROM EDGE OF SIDEWALK.

PUSHBUTTONS MUST BE ADJACENT TO THE LANDING AREA (2% MAXIMUM SLOPE).

PUSHBUTTONS TO BE ORIENTED PARALLEL TO CROSSING.

SOME OF THE PROPOSED TRAFFIC SIGNAL EQUIPMENT IS NOT SHOWN FOR CLARITY
(SEE PLAN SHEET FOR INSTALLATION OF EQUIPMENT).

FINAL ROW PLAN REVISIONS				(SUBMITTAL DATE:)			
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



FILE:118285 6305101021 CON05.DGN

DATE: 11/16/2018

DESIGN UNIT: SIGNALS

TSC: OAKLAND

CS: 63051

JN: 118285A

TRAFFIC SIGNAL QUADRANT DETAILS

M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)

CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING	SHEET
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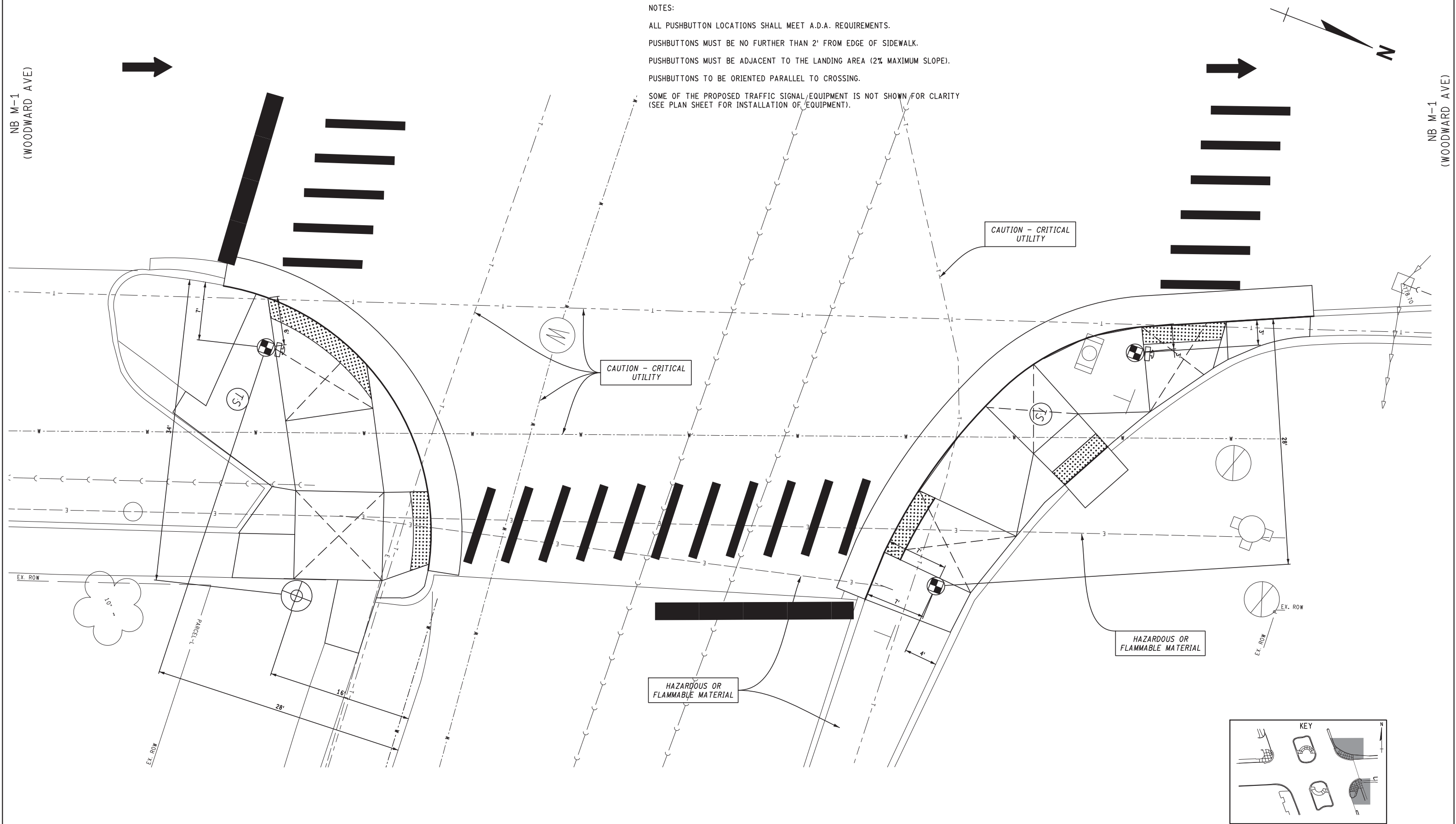
M-1	SECT
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Slc	78
038	

NB M-1
(WOODWARD AVE)

NB M-1
(WOODWARD AVE)

NOTES:
ALL PUSHBUTTON LOCATIONS SHALL MEET A.D.A. REQUIREMENTS.
PUSHBUTTONS MUST BE NO FURTHER THAN 2' FROM EDGE OF SIDEWALK.
PUSHBUTTONS MUST BE ADJACENT TO THE LANDING AREA (2% MAXIMUM SLOPE).
PUSHBUTTONS TO BE ORIENTED PARALLEL TO CROSSING.
SOME OF THE PROPOSED TRAFFIC SIGNAL/EQUIPMENT IS NOT SHOWN FOR CLARITY
(SEE PLAN SHEET FOR INSTALLATION OF EQUIPMENT).



SE AND NE QUADRANT
15 MILE ROAD

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



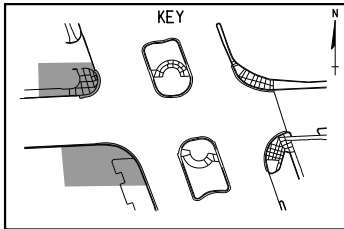
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DATE: 11/16/2018
DESIGN UNIT: SIGNALS
TSC: OAKLAND

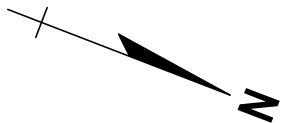
CS: 63051
JN: 118285A

TRAFFIC SIGNAL QUADRANT DETAILS
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING	SHEET
M-1 SIG 039	SECT 1 79

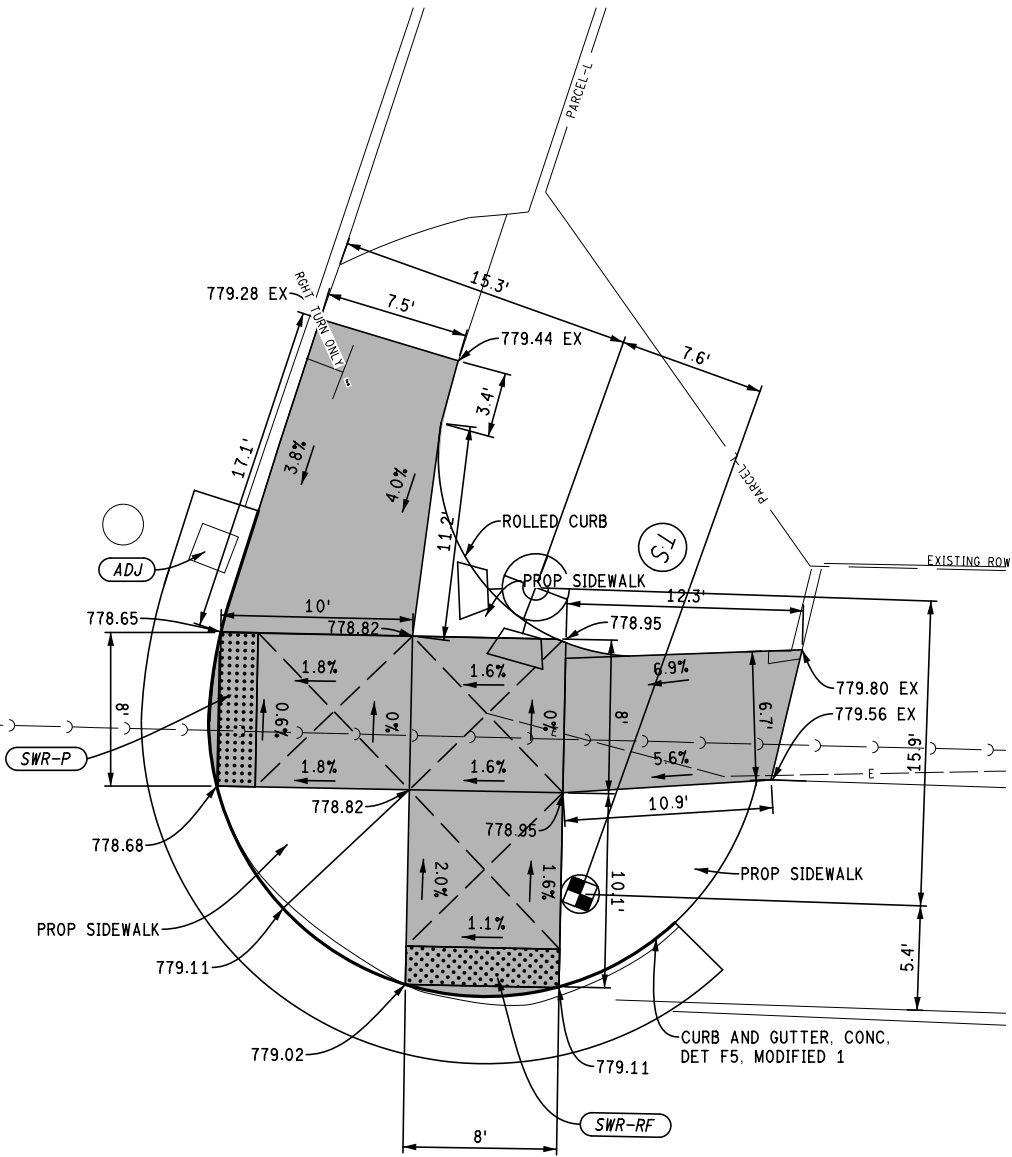
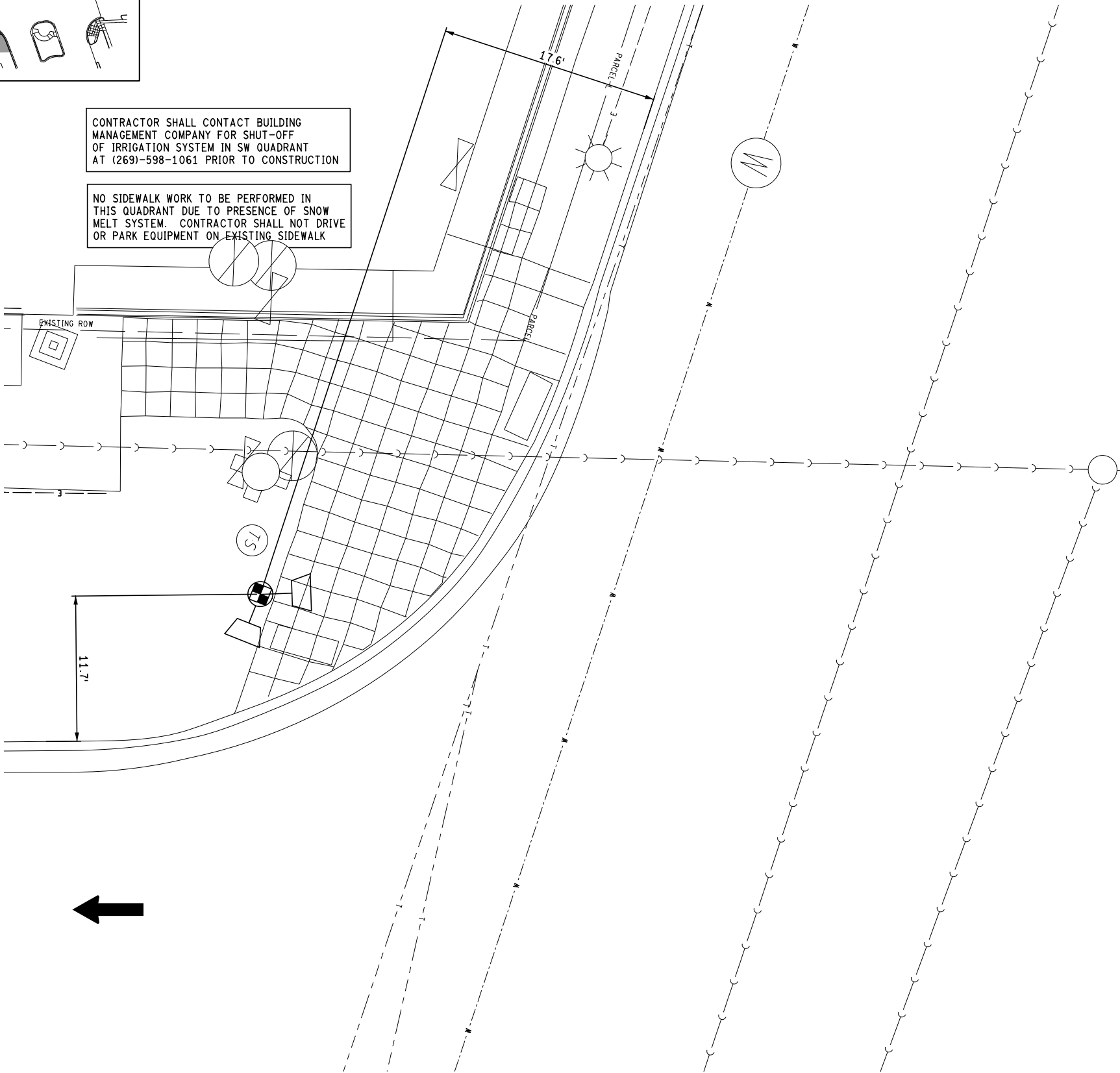


SW AND NW
15 MILE ROAD (MAPLE RD)



CONTRACTOR SHALL CONTACT BUILDING
MANAGEMENT COMPANY FOR SHUT-OFF
OF IRRIGATION SYSTEM IN SW QUADRANT
AT (269)-598-1061 PRIOR TO CONSTRUCTION

NO SIDEWALK WORK TO BE PERFORMED IN
THIS QUADRANT DUE TO PRESENCE OF SNOW
MELT SYSTEM. CONTRACTOR SHALL NOT DRIVE
OR PARK EQUIPMENT ON EXISTING SIDEWALK



CONSTRUCTION QUANTITIES

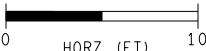
45	Ft	Curb and Gutter, Conc. Det F5, Modified 1
2	Ton	Hand Patching
100	Sft	Sidewalk, Conc. 4 inch
245	Sft	Sidewalk Ramp, Conc. 4 inch
74	Sft	Sidewalk, Conc. 6 inch
235	Sft	Sidewalk Ramp, Conc. 6 inch
15	Ft	Detectable Warning Surface
72	Syd	Aggregate Base, 4 inch
1	Ea	Dr Structure Cover, Adj. Case 1
58	Syd	Slope Restoration, Type A
1	Ea	Erosion Control, Inlet Protection, Fabric Drop

THE DETECTABLE WARNING SURFACES AT
THIS INTERSECTION SHALL BE CAST IRON.

SB M-1(WOODWARD AVE)

SB M-1(WOODWARD AVE)

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



FILE:118285_6305101021_CON07.DGN

DATE: 11/16/2018
DESIGN UNIT: SIGNALS
TSC: OAKLAND

CS: 63051
JN: 118285A

SIDEWALK RAMP DETAILS
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING SHEET
M-1 DTG 012
SECT 1 80

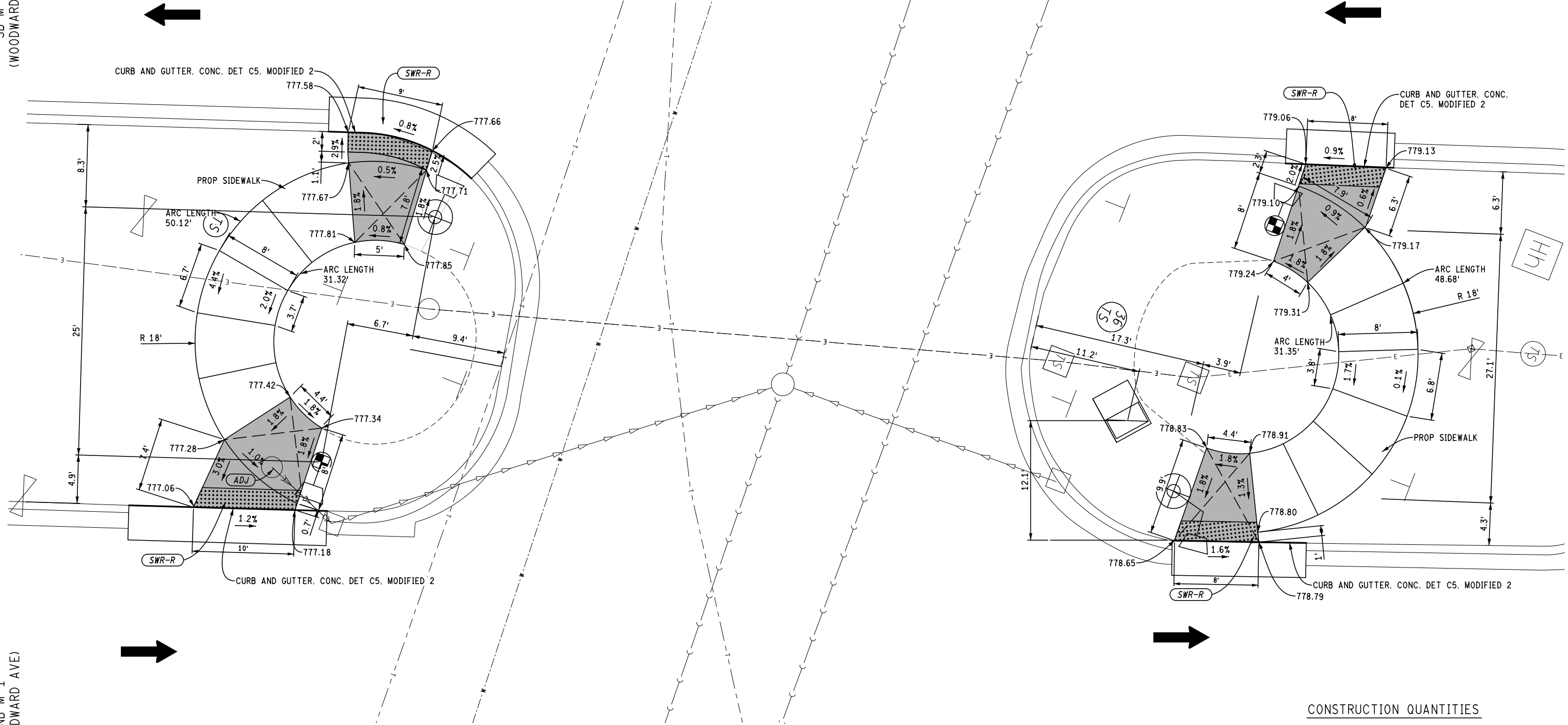
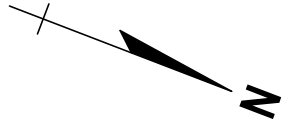
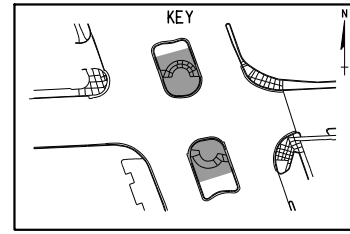
SB M-1
(WOODWARD AVE)

NB M-1
(WOODWARD AVE)

15 MILE ROAD (MAPLE RD)

SB M-1
(WOODWARD AVE)

NB M-1
(WOODWARD AVE)

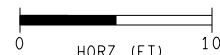


THE DETECTABLE WARNING SURFACES AT
THIS INTERSECTION SHALL BE CAST IRON.

CONSTRUCTION QUANTITIES

63	Ft	Curb and Gutter, Conc, Det C5, Modified 2
504	Sft	Sidewalk, Conc, 4 inch
320	Sft	Sidewalk Ramp, Conc, 4 inch
37	Ft	Detectable Warning Surface
92	Syd	Aggregate Base, 4 inch
1	Ea	Dr Structure Cover, Adj, Case 1
74	Syd	Slope Restoration, Type A
3	Ea	Erosion Control, Inlet Protection, Fabric Drop

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



FILE: 118285_6305101021_CON08.DGN

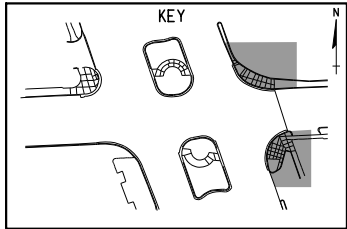
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CS: 63051
JN: 118285A

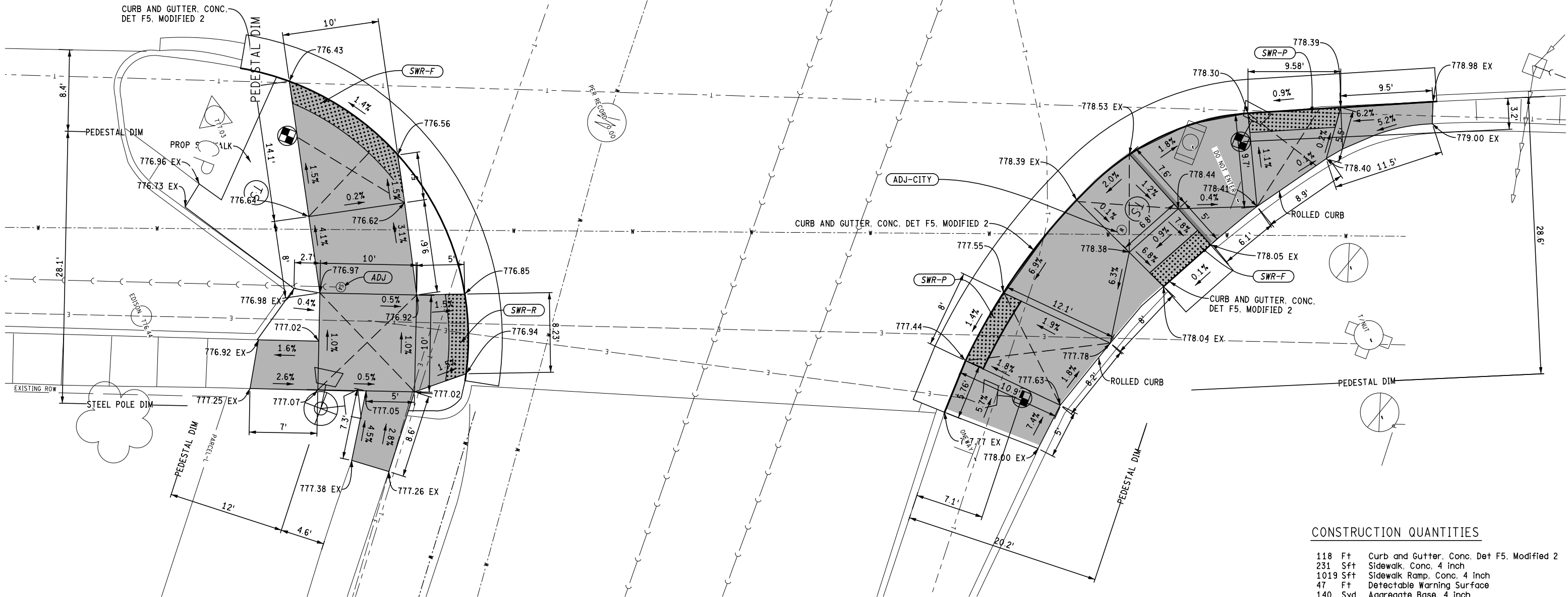
SIDEWALK RAMP DETAILS
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING
M-1
DTG
013
SHEET
81

NB M-1
(WOODWARD AVE)



NB M-1
(WOODWARD AVE)



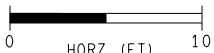
CONSTRUCTION QUANTITIES

118	Ft	Curb and Gutter, Conc. Det F5, Modified 2
231	Sft	Sidewalk, Conc. 4 inch
1019	Sft	Sidewalk Ramp, Conc. 4 inch
47	Ft	Detectable Warning Surface
140	Syd	Aggregate Base, 4 inch
1	Ea	Dr Structure Cover, Adj. Case 1
1	Ea	Gate Box, Adj. Case 2
112	Syd	Slope Restoration, Type A
1	Ea	Erosion Control, Inlet Protection, Fabric Drop

THE DETECTABLE WARNING SURFACES AT
THIS INTERSECTION SHALL BE CAST IRON.

SE AND NE QUADRANT
15 MILE ROAD

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



FILE:118285_6305101021_CON09.DGN

DATE: 11/16/2018
DESIGN UNIT: SIGNALS
TSC: OAKLAND

CS: 63051
JN: 118285A

SIDEWALK RAMP DETAILS
M-1 (WOODWARD AVE) AT MAPLE ROAD (15 MILE)
CITY OF BIRMINGHAM; OAKLAND CO.

DRAWING
M-1
DTG
014
SHEET
82



MEMORANDUM

Engineering Dept.

DATE: July 7, 2014

TO: Joe Valentine, Interim City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: New Traffic Signals
Mast Arm Master Plan

In an effort to create a special identity in the Central Business District, the City installed its first mast arm traffic signal in 2000, at the intersection of S. Old Woodward Ave. and E. Merrill St. At that time, the City developed a standard look for the signal, using straight, cylindrical posts painted the City color green. Since that time, five additional signals have either been modernized or installed new using the mast arm design. All have been within the area that would be considered the Central Business District. However, there has never been a coordinated discussion about what the limits of the mast arm installations should be.

Mast arm signal installations significantly increase the cost of a traffic signal modernization. In today's funding environment, it should be anticipated that the extra cost will likely have to be paid 100% by the City. (Two mast arm signals were funded with an 80% grant on the 2007 N. Old Woodward Ave. project. However, due to the extreme competition for federal funds, more recent awards for upcoming projects did not include these costs.) Since 2000, three traffic signals have been modernized in the Central Business District without mast arms, primarily because the extra costs had not been budgeted.

Woodward Ave. at Maple Rd.

We have been notified by the Michigan Dept. of Transportation (MDOT) that the Woodward Ave. signals at Maple Rd., 14 Mile Rd., and the southbound crossover north of Hamilton Ave. are slated for modernization during the 2015/16 fiscal year. As with other modern traffic signals, they plan to install a "box span" design. The box span requires installing poles at all four corners of the intersection, and extending cables across so that the signals are mounted over the top of one leg of the intersection. The old diagonal spans that were used in the past are being phased out, primarily for safety. (The new spans do not require service personnel to be suspended over the middle of the intersection, which reduces the chance for a crash while signals are being serviced.) Two photos of the newer box span signal installed at the intersection of Pierce St. and Brown St. is attached for reference.

It is assumed that the southbound crossover signal north of Hamilton Ave., and the 14 Mile Rd. signal are not considered a priority by Birmingham. The Maple Rd. signal, however, is considered a prominent intersection that may deserve the consideration of a mast arm signal. With that in mind, I approached MDOT staff and asked if they would be willing to install a mast arm signal as a part of this planned modernization. They are amenable to this, and in fact, they have already prepared a preliminary plan to depict how it would be laid out. The attached

plans depict the existing conditions, the proposed standard modernization (using cables in a box span mode), and finally, the proposed mast arms. The final plan indicates that two posts could be removed if mast arms were installed, as the posts in the median would support signals in two directions each. We are encouraged that the design is as simplified as possible. If the City wishes to proceed with this work, MDOT is estimating that the cost would be approximately \$80,000 to \$120,000 over what is already proposed. The cost is about what was expected. (The last mast arm signal installed completely at City cost (Maple Rd. and Chester St.) was \$180,000, and that was obviously a simpler, smaller intersection than Woodward Ave. and Maple Rd.) Two photos of the mast arm signal installed at Maple Rd. and Peabody St. are attached for reference.

Mast Arm Traffic Signals Master Plan

As noted above, there has never been a comprehensive discussion about the City's goals with respect to mast arm traffic signals. Before a decision is made on the Woodward Ave./Maple Rd. signal, it may be appropriate to finalize a master plan with respect to mast arm installations. Attached is a map of the Central Business District. The intersections marked with a red dot represent intersections that presently have a mast arm signal:

Old Woodward Ave. at Oak St., Willits St./Oakland Blvd., and E. Merrill St. (3)
Maple Rd. at Chester St. and Park St./Peabody St. (2)
Oakland Blvd. at Park St. (1)

The intersections marked in dark green represent intersections that are planned for modernization with a mast arm design as a part of planned road reconstructions, with the goal of being completed by 2018:

Old Woodward Ave. at Hamilton Ave., Maple Rd., and Brown St. (3)
Maple Rd. at Bates St. and Henrietta St. (2)

There are also three intersections that were modernized within the last 12 years, and are not planned for any additional work at this time. However, given their location, they may be signals that should be planned for mast arm upgrades in the future:

Maple Rd. at Southfield Rd. (1)
Willits St. at Bates St. (1)
Pierce St. at Brown St. (1)

These locations have been labeled in black.

The signal at Woodward Ave. and Maple Rd., while on the edge of the Central Business District, seems like a potential location for a mast arm, largely due to its high visibility. If the Commission authorizes this work, it then raises additional questions about where the mast arm upgrades should extend in the future.

Triangle District – While the Triangle District has been designed to have a different personality from downtown, installing mast arm signals at its two Maple Rd. intersections

(Poppleton Ave./Elm St. and Adams Rd.) may be considered an appropriate way to improve the E. Maple Rd. corridor.

Woodward Ave. – As a major corridor of regional significance, it is important to look beyond the boundaries of Birmingham when planning improvements for Woodward Ave. In 2007, the Woodward Ave. Action Association (WA3) hired the planning firm Grissim Metz Andriesse to prepare a guideline on how to improve the important intersections for the entire length of Woodward Ave. from Detroit to Pontiac (attached). On the last page of the document, a map of the corridor is provided, and four Birmingham intersections are categorized. Maple Rd. is categorized as a Type A2 crosswalk element, where 14 Mile Rd., Lincoln Ave., Bowers St., and Quarton Rd. are categorized as a Type B crosswalk element. Both Type A and Type B crosswalks are recommended to have several features (when rebuilt) such as pedestrian signals, lighting, landscaping, etc. A Type A2 crosswalk has all the features of a Type B, plus others, such as a mast arm signal. Based on this document, it appears that the WA3 acknowledged that a mast arm signal is a major investment, and should be saved only for key locations, such as Maple Rd.

With the above in mind, the Engineering Dept. submits the attached map that can act as the City's mast arm master plan, giving direction to staff on when a mast arm signal should be pursued as part of a traffic signal modernization. Further, with respect to Woodward Ave., it would direct staff to request \$180,000 in Major Street funding for the installation of a mast arm signal at the intersection of Woodward Ave. and Maple Rd. for fiscal year 2015/16. If the Commission endorses this course of action, MDOT staff will be notified of this direction. A funding agreement between the City and MDOT will likely then be prepared for your consideration.

SUGGESTED RESOLUTION:

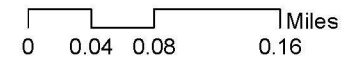
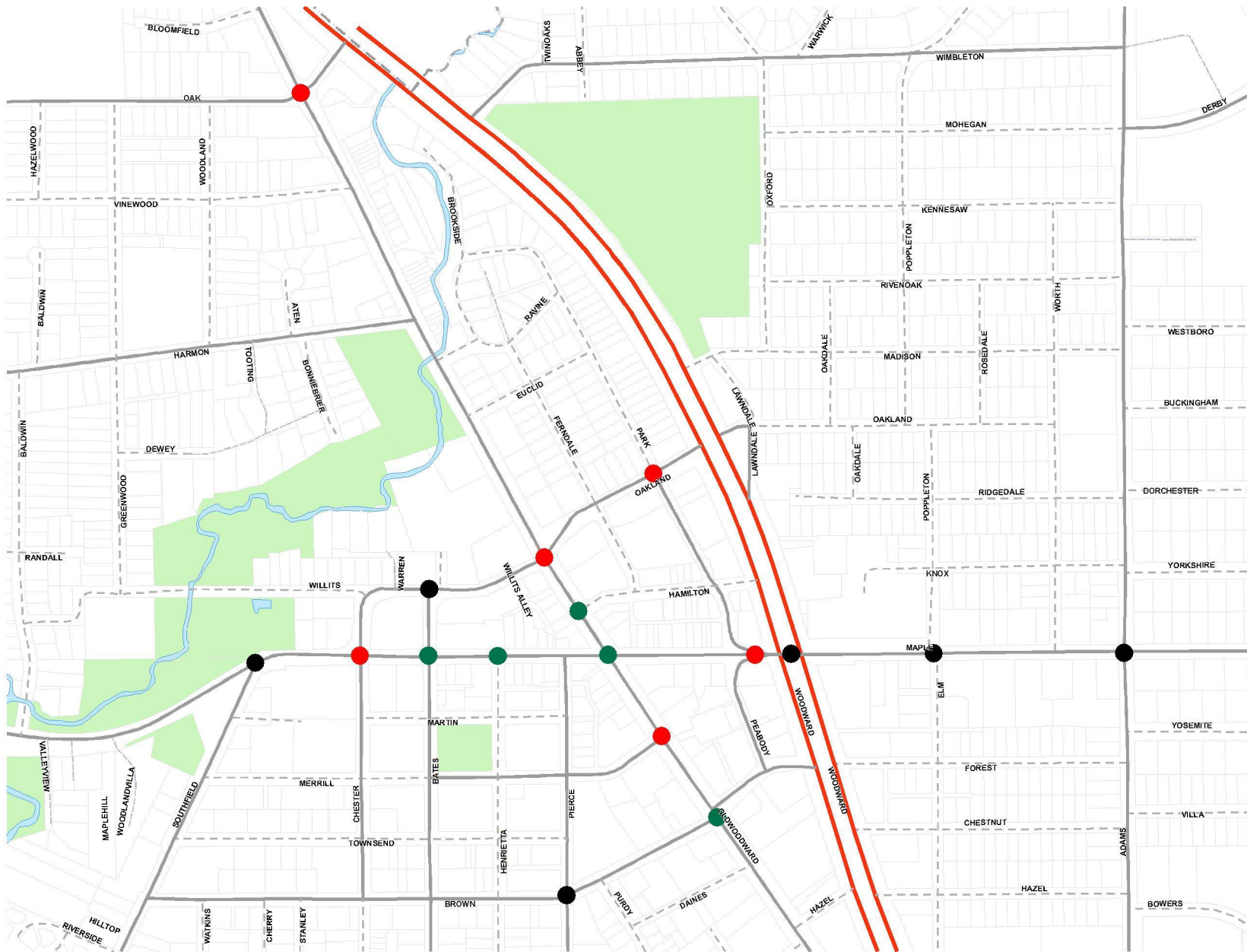
To endorse the map of the Central Business District labeled "City of Birmingham Mast Arm Traffic Signals Master Plan." Further, to direct staff to notify the MI Dept. of Transportation relative to the City's desire to install a mast arm signal at the intersection of Woodward Ave. and Maple Rd. in conjunction with MDOT's upcoming signal modernization, and to budget for the work accordingly in the fiscal year 2015/16 budget request.

MAST ARM TRAFFIC SIGNALS MASTER PLAN

Legend

Type

- Existing Mast Arm
- Planned Mast Arm (By 2018)
- Future Mast Arm (Potential)
- Other Roads
- City Major
- City Minor
- County Local Rd
- County Primary Rd
- State Trunkline

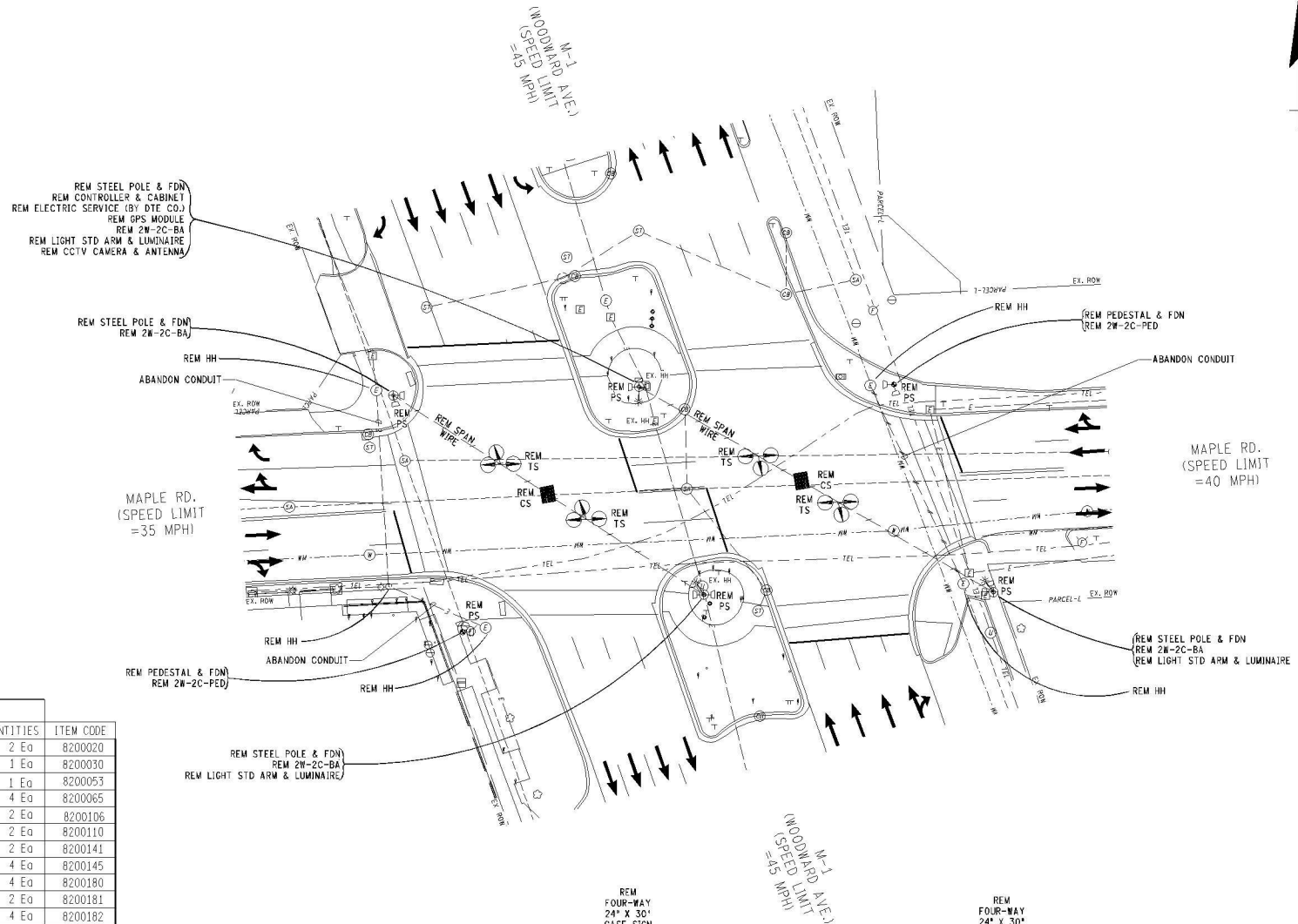












- NOTES TO CONTRACTOR:
1. CONTACT xxxxxxxxxxxx (xxx-xxx-xxxx), DETROIT EDISON CO., FOR DISCONNECTION OF ELECTRIC SERVICE. SEE INSTALLATION PLAN SHEET FOR ESTIMATED COST TO CONTRACTOR.
 2. SEE NEXT SHEET FOR REMOVAL CABLING DIAGRAM.
 3. THE REMOVAL OF THE CCTV SURVEILLANCE CAMERA SHALL BE PAID FOR AS "Video Traffic Detection Camera, Rem".
 4. THE REMOVAL OF THE CCTV CAMERA ANTENNA SHALL BE PAID FOR AS "TS, Antenna, Rem".

LIST OF MATERIAL			
NO.	ITEM	QUANTITIES	ITEM CODE
○	Case Sign, Rem	2 Ea	8200020
○	Controller and Cabinet, Rem	1 Ea	8200030
○	Global Positioning System Module, Rem	1 Ea	8200053
○	Fdn, Rem	4 Ea	8200065
○	Pedestal Fdn, Rem	2 Ea	8200106
○	Pedestal, Rem	2 Ea	8200110
○	Span Wire, Rem	2 Ea	8200141
○	Steel Pole, Rem	4 Ea	8200145
○	TS, Pedestrian, Bracket Arm Mtd, Rem	4 Ea	8200180
○	TS, Pedestrian, Pedestal Mtd, Rem	2 Ea	8200181
○	TS, Span Wire Mtd, Rem	4 Ea	8200182
○	HH, Rem	5 Ea	8190254
○	TS Antenna, Rem	1 Ea	8200368
○	Video Traffic Detection Camera, Rem	1 Ea	8200384
○	Light Std Arm, Rem	3 Ea	8190277
○	Luminaire, Rem	3 Ea	8190360





WOODWARD AVENUE CROSSWALK FRAMEWORK

January, 2007

Prepared by Grissim Metz Andriesse Associates for the
Woodward Avenue Action Association
Funded by: 2005 MDOT State Planning and Research Grant

Woodward Ave. Public Spaces Framework Plan Amendment – Pedestrian Crosswalks

Background

Intersections along Woodward Avenue provide the integration of space for two competing purposes: cars (traffic) and pedestrians. This is especially true where there are traffic signals. Both cars and pedestrians are important to the Byway. The America's Byway designation recognizes the roadway and yet it is also assumed that the designation will attract visitors, which will often be pedestrians around and near the road.

"Crosswalks" are important for both their functional and aesthetic qualities. It is important that they provide a safe haven for pedestrians with elements easily seen by drivers and indicators to pedestrian that it is safe to cross. In addition the design of a crosswalk and the elements used can act as a signal to the vehicular user and visitor that "this is a special place", a place to stop – a place to see and experience something – a place for pedestrians.

The purpose of including a pedestrian crosswalk amendment to the *Woodward Avenue Public Spaces Design Framework Plan* is to:

- Identify design elements for crosswalks,
- Establish a hierarchy of intersections which ranks their importance to the byway,
- Provide guidance to municipalities, MDOT, district leaders and others as to appropriate design elements for inclusion for specific crosswalks as related to the byway hierarchy,
- Provide the WA3 and others guidance for funding in crosswalk enhancements.

Process

All pedestrian crosswalks along Woodward Ave. were reviewed on site and categorized as one of three types, based on their physical contextual attributes. For simplicity purposes, they have been designated as Type A (1 & 2), Type B or Type C established by the following criteria:

Type A – Byway Significant Crosswalks

Type A1 – Type A1 pedestrian crosswalks are byway significant. They connect (or are adjacent to) the intrinsic resources¹ of the byway; such as public art, cultural venues, national landmarks, places with Woodward heritage significance, state and/or federally designated historical sites. These crosswalks not only provide for existing pedestrian needs, but also for future pedestrian growth related to the byway as visitors increase. Examples of Type A1 crosswalks are at Kirby (Detroit Institute of Arts) and at 12 Mile Road (Shrine of the Little Flower and Roseland Park Cemetery).

Type A2 – Type A2 pedestrian crosswalks are also byway significant. Type A2 crosswalks are located within/adjacent to the downtown areas of Highland Park, Ferndale, Birmingham and Pontiac. Downtown crosswalks connect the downtown either from one side of Woodward to the other or provide a gateway or entrance to the downtown. Type A2 Crosswalks are important to the byway because downtowns provide eating establishments, shopping, services and entertainment both to local residents and the byway traveler. Examples of Type A2 crosswalks are at the north Davison Service Drive, Nine Mile and Maple.

¹ The Byway Corridor Management Plan adopted by the WA3 Board of Directors in December 2006 identifies the intrinsic resources for the byway. A copy of the plan can be found at www.woodwardavenue.org.

Type B – Community/District Connectors

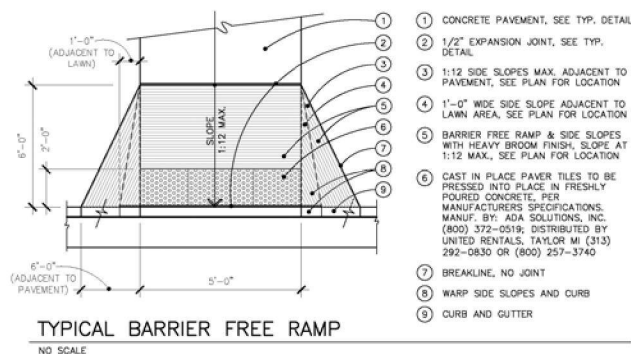
Type B pedestrian crosswalks are community/district connectors that provide connection for a specific local draw and may be historically significant in the community (and/or state), but not necessarily to the byway. Typically, they would occur at major intersections. Examples of Type B crosswalks are at Milwaukee (New Center) and several of the Mile roads.

Type C – Remainder

Type C pedestrian crosswalks are essentially all other crosswalks that do not meet the criteria established for Type A and Type B crosswalks. From a byway and community standpoint, they are less significant than Type A and B and do not occur at major intersections.

Crosswalk Elements

The design of Type A1, A2 and Type B pedestrian crosswalks should include elements that enhance the user experience, as well as strengthen the identity of the local district, and/or of the byway (see matrix for detail). All crosswalks should be barrier free and include barrier free ramps consistent with current MDOT standards. Crosswalk elements include:



Pedestrian Crosswalk Signalization – Appropriate pedestrian signalization should be incorporated into all crosswalk designs (A1& A2, B, C), that provide adequate time for pedestrians, including handicapped users to cross Woodward. Countdown style signalization should be utilized at Type A1 & A2 locations to allow pedestrians to anticipate signal changes. Type A1 & A2 crosswalks should also incorporate traffic signals with mast arms consistent with byway traffic signal standards.

Crosswalk Designation – Crosswalk designation across Woodward may include a change in paving materials and/or surface treatment (e.g. concrete, colored concrete, stamped concrete, stamped asphalt or pavement with a textured finish, etc.) or include continental style (zebra) painted markings. Type A1 & A2 crosswalks should include paving material changes. Type B crosswalks could include material change, but should include painted markings as a minimum. Type C crosswalks typically would only have painted markings.



Mast Arm Style Signal Example



Timed Signal Example



Crosswalk Designation Example (Continental)



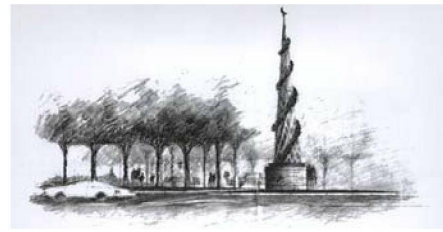
Crosswalk Designation Example (Pavement Change)



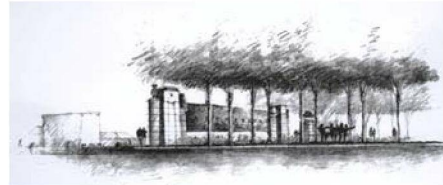
Crosswalk Designation Example

District/Community Identity Elements –

District/Community identity elements are unique to a particular district/community along the byway. They may include architectural element(s), icons, sculpture, landscape treatment(s), signage, etc. These elements respond to and identify and/or strengthen the identity of the district/community. District identity element(s) should be included in all Type A1 & A2 and Type B crosswalk designs.



District Identity Icon Example



District Identity Example



District Identity Example

Woodward Heritage Identity Elements –

Woodward Heritage Identity elements respond to the historic significance of Woodward Avenue. They may include a Woodward Tribute, historical plaque, interpretive signage, icon or other type of element that relates information about a specific historical attribute, or event associated with the byway itself. The information presented educates the user about the history of Woodward Avenue. Woodward Heritage identity elements should be included in all Type A1 crosswalk designs.



Woodward Tribute (Heritage) Example

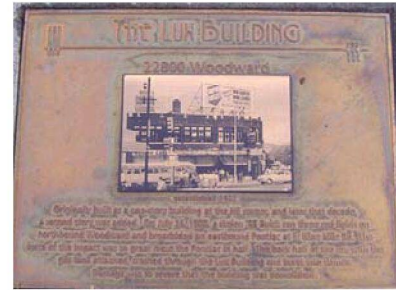


Woodward Heritage Identity Example



Woodward Heritage Identity Example

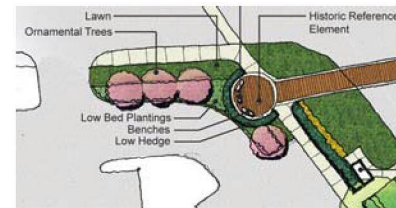
Historical Reference Element – Historical reference elements respond to the historical significance of a district or particular byway significant destination. It educates the user about a historical aspect (event, architecture, cultural, etc.) relative to the area that the byway passes. They may include a plaque, icon or other type of elements that presents historical information associated with the district and/or a byway significant destination. These elements should be included in all Type A1, A2 and Type B crosswalk designs.



Historical Reference Example

Lighting – Pedestrian crosswalks should be adequately illuminated. Pedestrian scaled light fixtures may be used to help visually reinforce crosswalk locations at night and provide 'human scaled' lighting. Lighting fixtures and poles for Type A1 and A2 crosswalks should be consistent with styles established for the byway (per the *Woodward Avenue Public Spaces Design Framework Plan*). It is preferable if Type B crosswalks include lighting styles consistent with byway standards.

Plantings – Landscape plant material may be used to enhance and visually reinforce crosswalks. Landscape treatment may occur at initial point of the crossing and carry over into the median. It may be unique to the crossing, making it a more identifiable location. Plantings should be included in all Type A1 & A2 and Type B crosswalk designs.



Crosswalk with Plantings Example



Crosswalk with Plantings Example

Curbed 'Bump-Outs' – Where parallel parking exists, curbed 'bump-outs' should be provided at crosswalk locations to offer an enlarged safe standing area for waiting pedestrians.

Bollards - Bollards should be considered in Type A1 & A2 crosswalk designs where heavily pedestrian traffic is anticipated such as near Comerica Park and Hart Plaza. Bollards offer an additional visual queue of the crossings, as well as physical protection for the pedestrian. A metal bollard style compatible with the Byway light poles should be selected

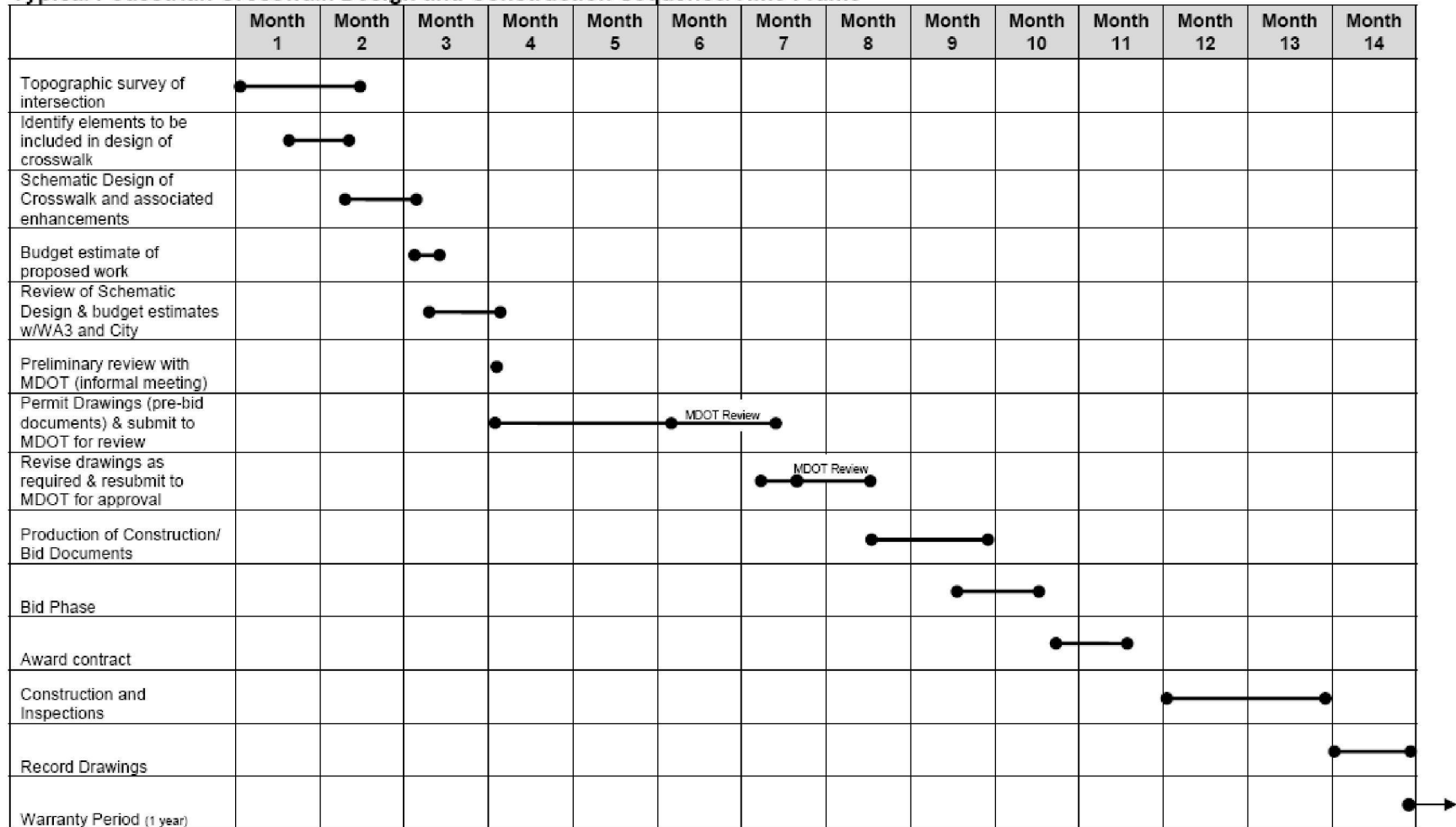


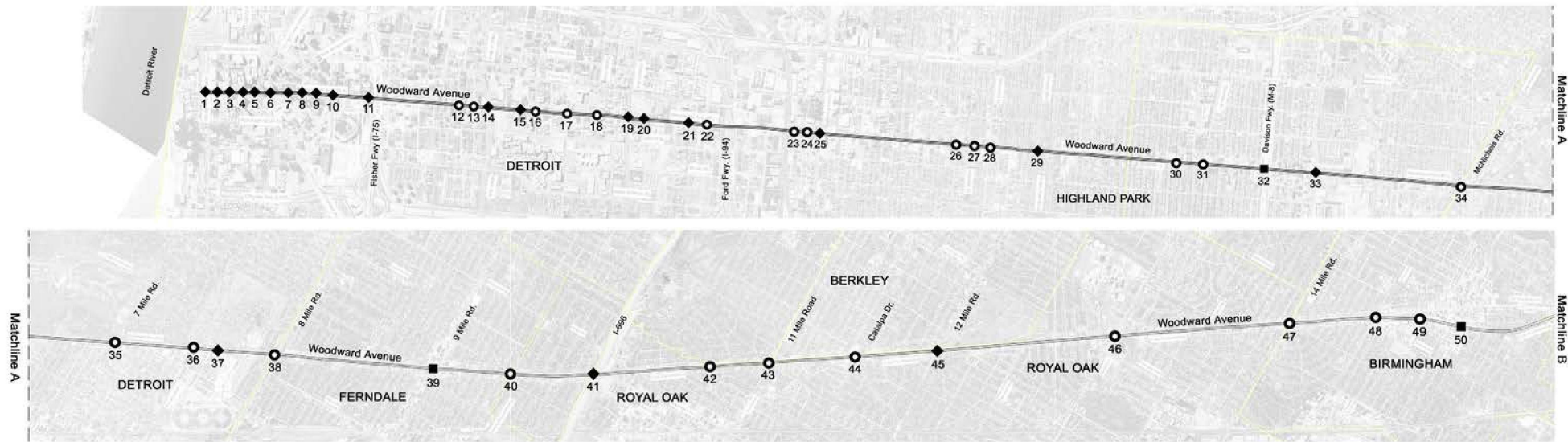
Bollard Examples

CROSSWALK ELEMENT	TYPE A1	TYPE A2	TYPE B	TYPE C
Pedestrian Crosswalk Signalization	X	X	X	X
Pedestrian Crosswalk Signalization w/Count Down	X	X		
Mast Arm Signalization	X	X		
Crosswalk Designation - Painted			X	X
Crosswalk Designation – Pavement/Material Change	X	X	Optional	
District Identity Element	X	X	Optional	
Woodward Heritage Identity Element	X			
Historical Reference Element	X	X	Optional	
Lighting	X	X	X	
Plantings	X	X	X	
Bump-Outs (if applicable)	X	X	X	
Bollards	Optional	Optional		

X = To be included in crosswalk design

Typical Pedestrian Crosswalk Design and Construction Sequence/Time Frame





- 1 - Jefferson (A1)
- 2 - Larned (A1)
- 3 - Congress (A1)
- 4 - Fort (A1)
- 5 - Michigan Ave. (A1)
- 6 - Gratiot (A1)
- 7 - Grand River (A1)
- 8 - John R (A1)
- 9 - Adams/Park/Grand Circus (A1)
- 10 - Elizabeth/Montcalm (A1)
- 11 - Fisher (A1)
- 12 - Charlotte (B)
- 13 - Peterboro (B)
- 14 - Mack (A1)
- 15 - Parsons (A1)
- 16 - Alexandrine (B)
- 17 - Canfield (B)
- 18 - Forest (B)
- 19 - Warren (A1)
- 20 - Farmsworth (A1)
- 21 - Palmer (A1)
- 22 - Kirby (B)
- 23 - Baltimore (B)
- 24 - Milwaukee (B)
- 25 - Grand Blvd. (A1)
- 26 - Seward (B)
- 27 - Holbrook (B)
- 28 - Clairmont (B)
- 29 - Chicago Blvd./Arden Park Blvd. (A1)
- 30 - McGregor/Library/Cortland (B)
- 31 - Glendale/McLean (B)

- 32 - Davison Fwy. (A2)
- 33 - Manchester (A1)
- 34 - McNichols (B)
- 35 - 7 Mile Rd. (B)
- 36 - State Fair Ave. (B)
- 37 - Fair Entrance (A1)
- 38 - 8 Mile Rd. (B)
- 39 - 9 Mile Rd. (A2)
- 40 - Oakland Rd. (B)
- 41 - I-696 (A1)
- 42 - Lincoln (B)
- 43 - 11 Mile Rd. (B)
- 44 - Catalpa Dr. (B)
- 45 - 12 Mile Rd. (A1)
- 46 - 13 Mile Rd. (B)
- 47 - 14 Mile Rd. (B)
- 48 - Lincoln (B)
- 49 - Bowers (B)
- 50 - Maple (A2)
- 51 - Quarton (B)
- 52 - Lone Pine (B)
- 53 - Cranbrook (special treatment) *
- 54 - Long Lake (B)
- 55 - Hickory Grove (B)
- 56 - Square Lake/BL-75 (B)
- 57 - South Blvd. (B)
- 58 - Orchard Lake Rd./Auburn Rd. (A2)
- 59 - Pike (B) **
- 60 - Pike (B)
- 61 - Huron St. (M-59) (B)

* Cranbrook (special treatment) - Cranbrook is an important intrinsic resource for the byway. The entrance to Cranbrook is not located at an intersection. Presently there is very little pedestrian access to Cranbrook. Plans are underway to provide safety paths in Bloomfield Township and Bloomfield Hills and discussions are advancing for increased mass transit. It is recognized that in the future there will be increased pedestrian activity to Cranbrook from Woodward Avenue. When this activity increases it is recognized that although there is no intersection at the entrance location, some type of special treatment will need to be provided for pedestrian safety.

** Pontiac - The Pontiac Master Plan calls for making the west portion of the Woodward Loop two way and reconfiguring the east portion for local traffic. When this improvement is made, West Pike Street & West Huron will become gateway crosswalks into the Downtown.

- ◆ CROSSWALK - TYPE A1
- CROSSWALK - TYPE A2
- CROSSWALK - TYPE B
- ★ SPECIAL TREATMENT



WOODWARD AVENUE

TYPE A1, A2 & TYPE B CROSSWALK LOCATIONS

The Commission agreed that if there is a street coming forward with a petition for improvement or if there is a street with an overriding issue as to why it should not be part of the program, it must be presented to the City by July 22nd.

The Commission received a letter from David and Tina Blodgett, 839 Randall Court opposed to the street improvements.

The Commission received a letter from Brian Day and Carla Calabrese, 646 Kimberley, requesting a re-evaluation of the assessment and requesting an installment plan for payments.

**07-168-14 OFF-STREET PARKING REQUIREMENTS
33680 – 33692 WOODWARD AVE**

City Planner Ecker presented the request to utilize four parking spaces on Benneville to fulfill a portion of the off-street parking requirements.

Commissioner Hoff suggested the Planning Department re-evaluate the parking requirements. Ms. Ecker explained that the Woodward Gateway Study will address this issue.

MOTION: Motion by McDaniel, seconded by Dilgard:

To approve the use of 4 parking spaces on Bennaville to fulfill a portion of the off-street parking requirements per Article 4, section 4.43 (G)(1) of the Zoning Ordinance for 33680 – 33692 Woodward Avenue, subject to any recommended repairs required by the Engineering Department.

VOTE: Yeas, 7
 Nays, None
 Absent, None

07-169-14 MAST ARM TRAFFIC SIGNALS MASTER PLAN

City Engineer O'Meara presented the opportunity to upgrade the traffic signal at Woodward and Maple. He stated that MDOT has budgeted to upgrade the signal in the 2015-2016 budget year. He explained that the mast arm signals have been installed in the downtown, however there is no City policy which addresses the locations.

In response to a question from Commissioner Nickita, Mr. O'Meara explained that the Woodward Avenue Action Association did a study of the corridor and recommended the Woodward and Maple intersection be a mast arm signal.

Commissioner Nickita expressed reluctance for making a master plan on Old Woodward since the street has not been designed. Commissioner Rinschler agreed that there is no need for a plan. Commissioner McDaniel noted that the mast arm signals are massive and out of scale in the downtown.

MOTION: Motion by Rinschler, seconded by McDaniel:

To direct staff to notify the MI Dept. of Transportation relative to the City's desire to install a mast arm signal at the intersection of Woodward Ave. and Maple Rd. in conjunction with MDOT's upcoming signal modernization, and to budget for the work accordingly in the fiscal year 2015/16 budget request.



MEMORANDUM

Engineering Department

DATE: January 3, 2019

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: S. Eton Rd. Signing & Pavement Marking Improvements
Contract #3-19 (P)

INTRODUCTION:

The above-referenced project was originally bid in August 2018 as Contract #11-18 (P). The City received one (1) bid that was well in excess of the staff estimate. At that time, City staff was directed by the City Commission to re-bid the project later in the year.

BACKGROUND:

The project limits for the above-referenced is S. Eton Road between Yosemite and 14 Mile Road and does not include any improvements to the S. Eton and Maple intersection as this is currently being reviewed by the Multi-Modal Transportation Board. It is expected that staff will have further information about this intersection in the coming months.

On August 3, 2018, the Engineering Department opened bids on the above-referenced project. Only one (1) contractor (PK Contracting) submitted a bid for this project of \$123,525. This was well in excess of the original staff estimate of \$75,000. It was thought that the additional costs could be associated with the ongoing high demand for these services, the uncertainty of the value of some unique items of work, and the timing of the bid opening and actual construction (late in the season). The City Commission directed that this project be re-bid later in the year with the intention that the work would be done in 2019.

On December 13, 2018, the Engineering Department opened bids. The new project, known as Contract #3-19 (P), is the same project as bid before, with the addition of enhanced signing at the north crosswalk of the Bowers Street intersection. The new plans feature signing with push-button activated Rectangular Rapid Flashing Beacons (RRFB), matching the design installed on W. Maple Road at the Rouge River Trail crossing. This enhancement was anticipated to add \$25,000 to the cost of the contract. Once again, only one (1) contractor submitted a bid for this project. A bid summary is attached for your reference.

The low bidder was PK Contracting of Troy, MI with their base bid of \$144,697.50. When comparing the original bid (6/4/18) to the re-bid (12/13/18), they are essentially the same with the exception of the additional new RRFB signs at Bowers Street (bid cost of \$10,500 each).

While the Engineering Department has never hired PK Contracting as the prime contractor for a contract, we have worked with them many times over the years as a subcontractor. PK Contracting is by far the leader in southeast Michigan relative to the installation of pavement marking for public streets. We are confident that they are qualified to perform satisfactorily on this contract.

It is our intent to work with the contractor to complete this work with minimal disruption to traffic. As is often done with pavement markings, work that is in the direct line of the travel lanes will be completed during low traffic periods to keep disruption to a minimum.

As is required for all of the City's construction projects, PK Contracting has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

It is anticipated that the work will take about three (3) weeks to complete. Completion of the work is required prior to July 1, 2019.

Once the project is completed, staff will conduct an annual evaluation of the project area until funding for permanent improvements becomes available. This will help in determining the success of the test and will assist with obtaining outside funding (i.e. TAP Grant). The evaluation will include resident and citizen feedback, review of traffic speeds, accident data and pedestrian and cyclist usage.

LEGAL REVIEW:

The Engineering Department follows the Standard Format used for all contracts as required by the City Attorney's Office.

FISCAL IMPACT:

A budget amendment will be required given that this project was not included in the approved current fiscal year budget.

SUMMARY:

It is recommended that the S. Eton Rd. Signing and Pavement Marking Improvements be awarded to PK Contracting of Troy, MI in the amount of \$144,697.50. All costs will be charged to the Major Street Fund, account number 202-449.001-981.0100. A budget amendment will also be required given that this project was not included in the approved current fiscal year budget.

ATTACHMENTS:

- Bid Summary (1 page) – December 13, 2018 (Re-Bid)
- Revised Plans (10 sheets) – November 2018 (Re-Bid)
- Original Award Memo (3 pages) – August 3, 2018
- Original Bid Summary (1 page) – August 3, 2018

SUGGESTED RESOLUTION:

To award the S. Eton Rd. Signing and Pavement Marking Improvements, Contract #3-19 (P) to PK Contracting, Inc., in the amount of \$144,697.50, to be charged to the Major Street Fund, account number 202-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements. Further, to approve an amendment to the 2018-19 fiscal year budget as follows:

Major Street Fund

Revenues:

Draw from Fund Balance 202-000.000-400.0000	<u>\$144,697.50</u>
Total Revenue Adjustments	<u>\$144,697.50</u>

Expenditures:

Other Contractual Service 202-449.001-981.0100	<u>\$144,697.50</u>
Total Expenditure Adjustments	<u>\$144,697.50</u>

CITY OF BIRMINGHAM

S. ETON SIGNING AND PAVEMENT MARKING IMPROVEMENTS

CONTRACT # 3-19 (P)

BID SUMMARY

DECEMBER 13, 2018 - 2:00 PM

Company Name	Addendums	5% Bid Security	Base Bid
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[illegible]



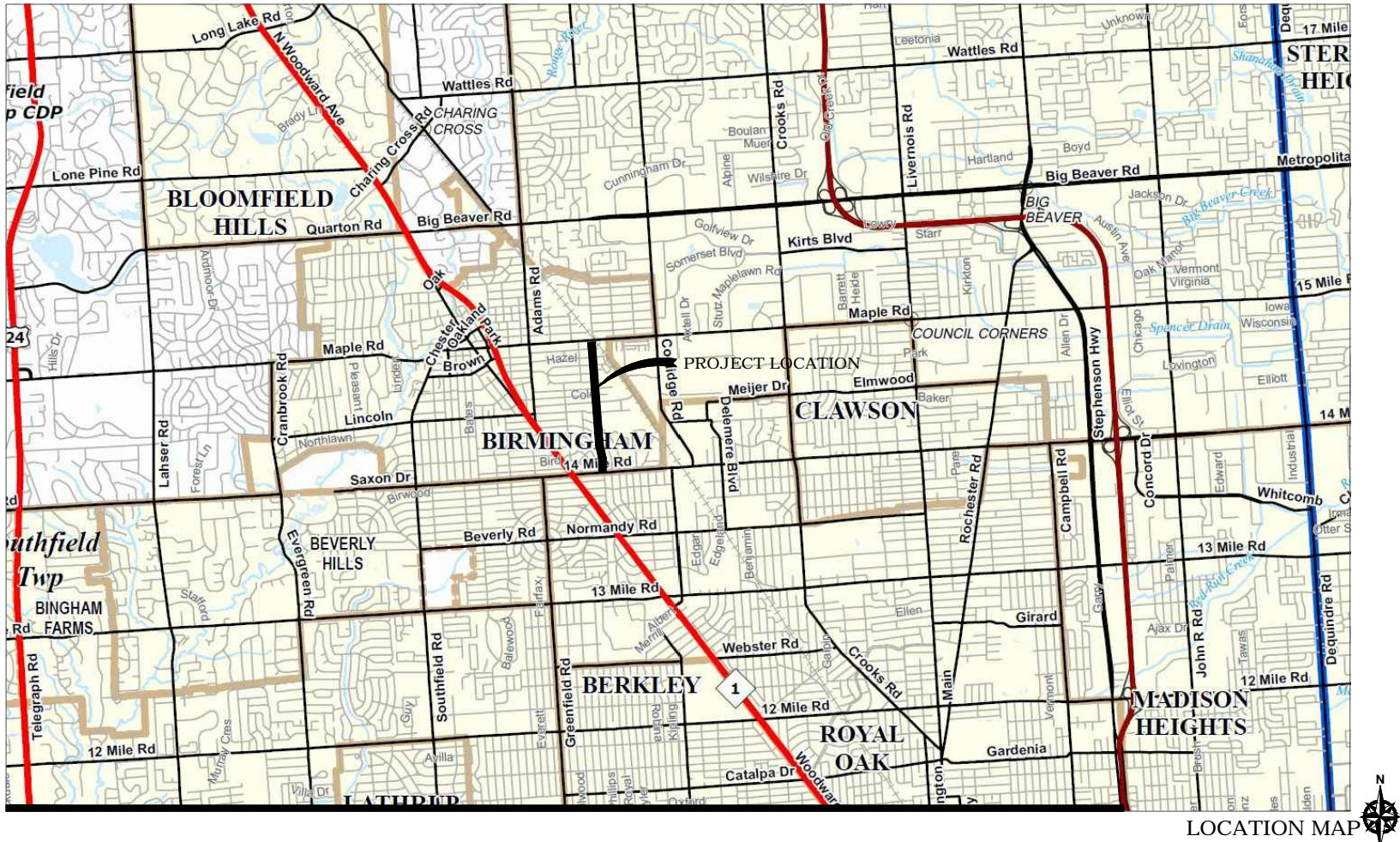
CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN

S. ETON RD. SIGNING &
PAVEMENT MARKING IMPROVEMENTS
CONTRACT #3-19
JULY 2018



INDEX OF DRAWINGS

DESCRIPTION	SHEET NO.
COVER SHEET	CS
SIGNING AND STRIPING PLAN	1-7
NOTES AND DETAILS	8-9



LOCATION MAP

27725 Stansbury Blvd, Suite #195
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079

REVISION:

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
S. ETON ROAD - MAPLE ROAD TO 14 MILE ROAD
SIGNING AND STRIPING PLAN

DESIGN TEAM:
JPR, JJS
CHECK BY:
JMK
DRAWING INFORMATION:
823801 Cover sheet CS
111618 Justin

F&V PROJECT NO.
823801

CS

SIGN LEGEND



R3-17



R3-17cP



R3-17aP



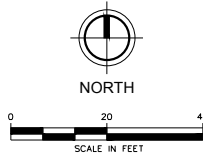
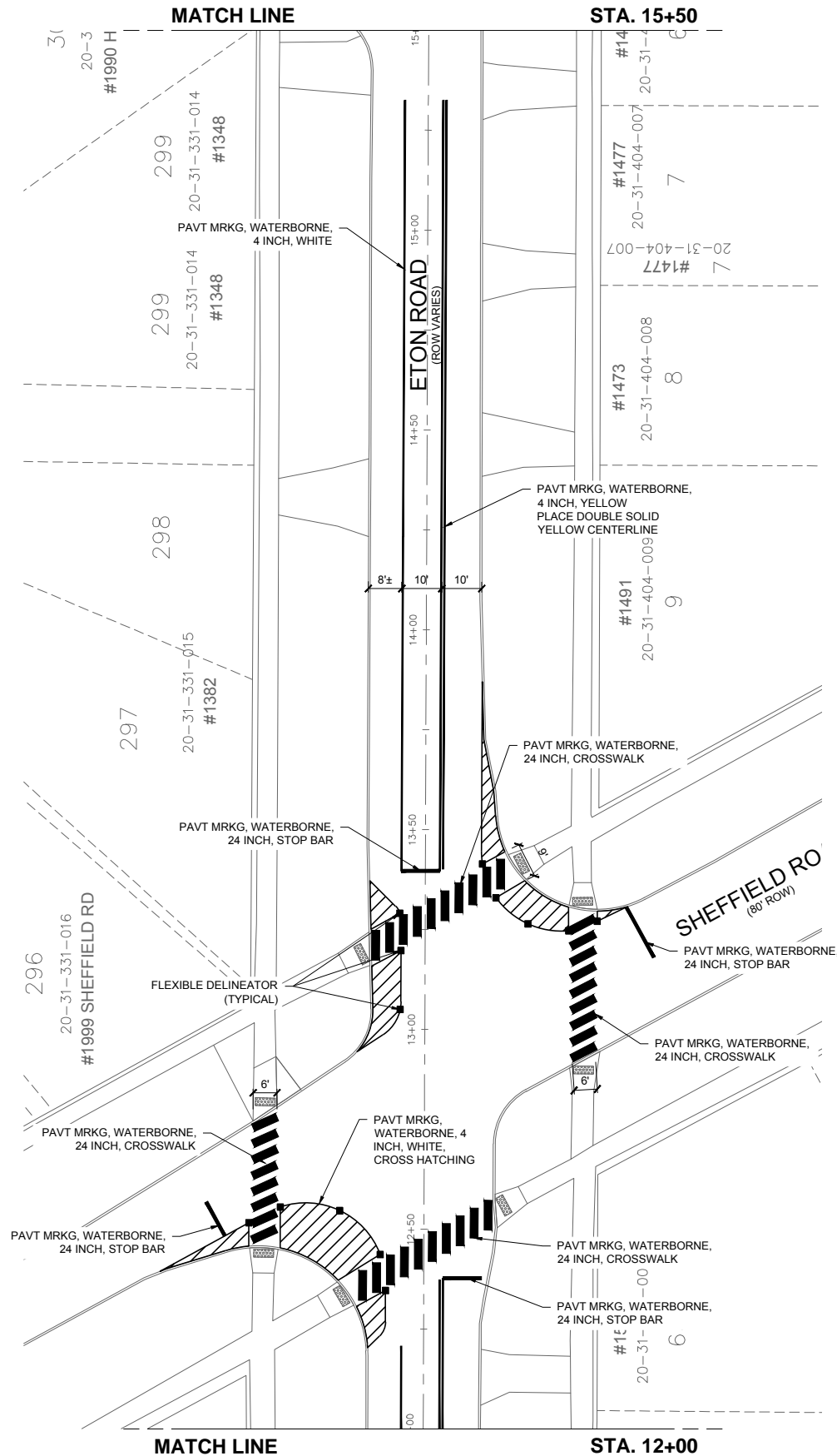
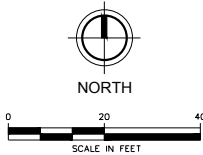
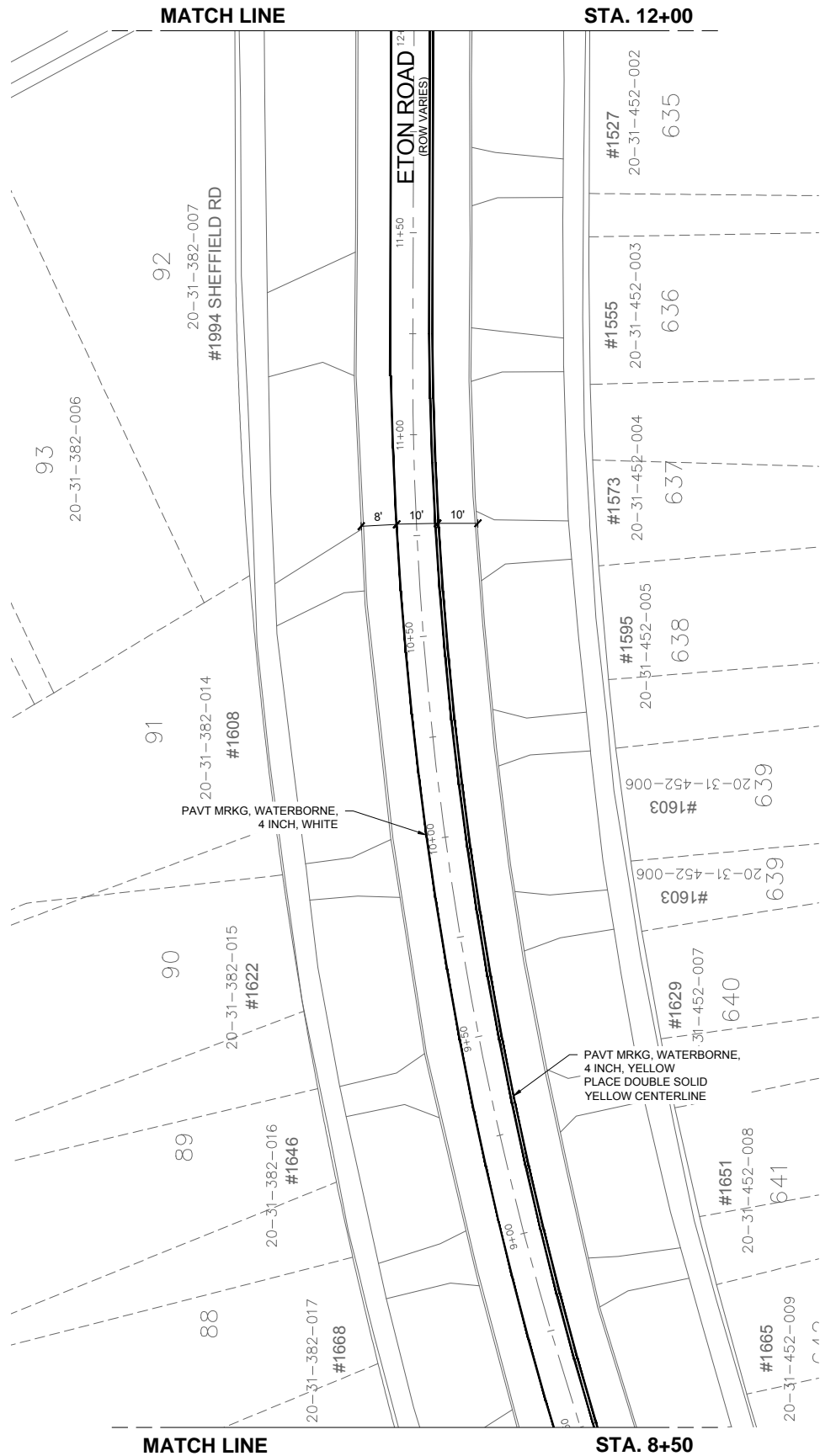
R3-17b



R7-9



Special



SIGN LEGEND



R3-17



R3-17cP



R3-17aP



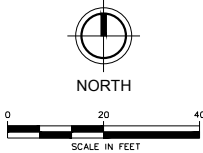
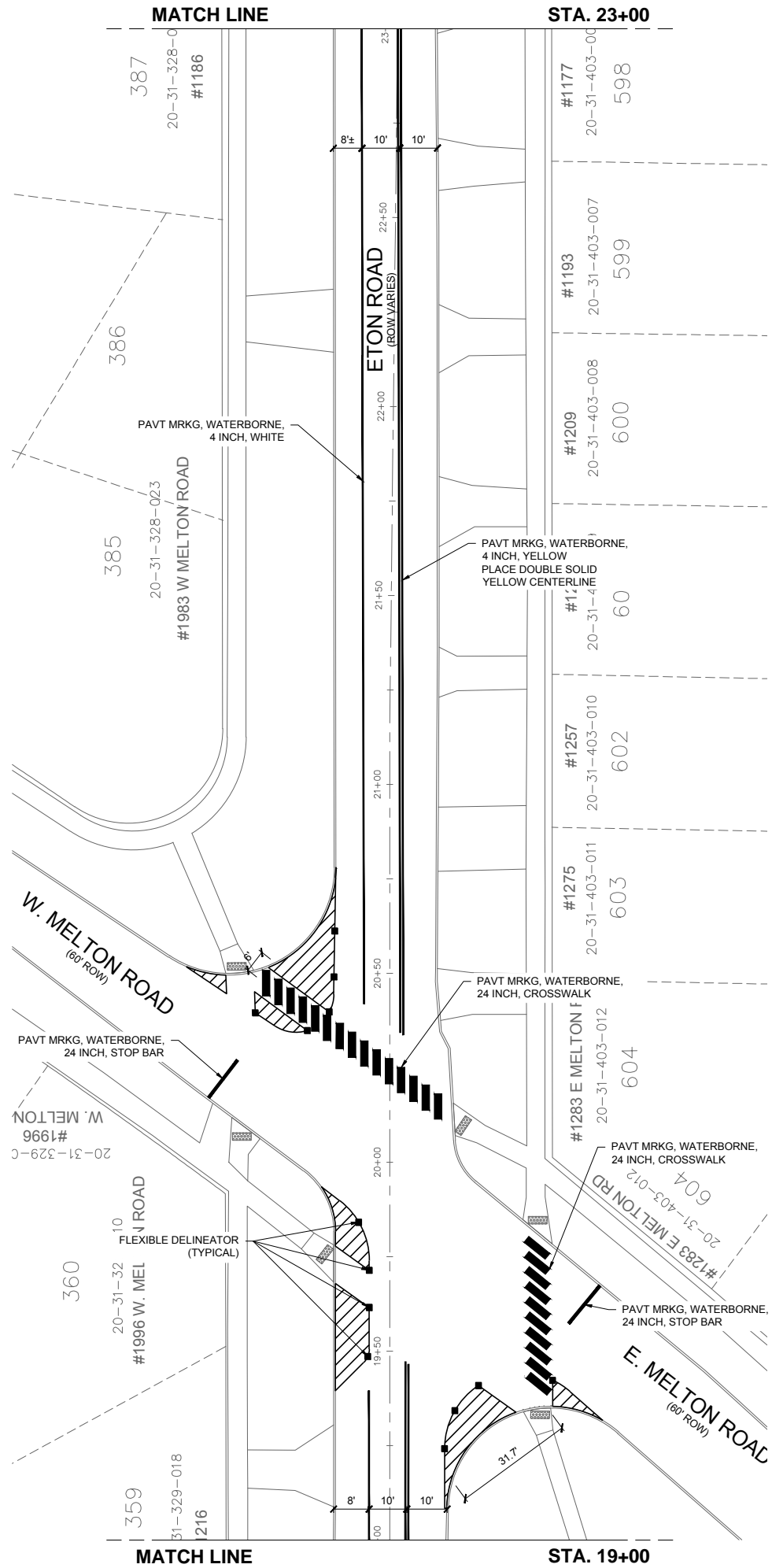
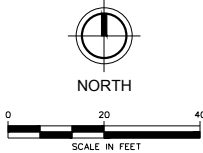
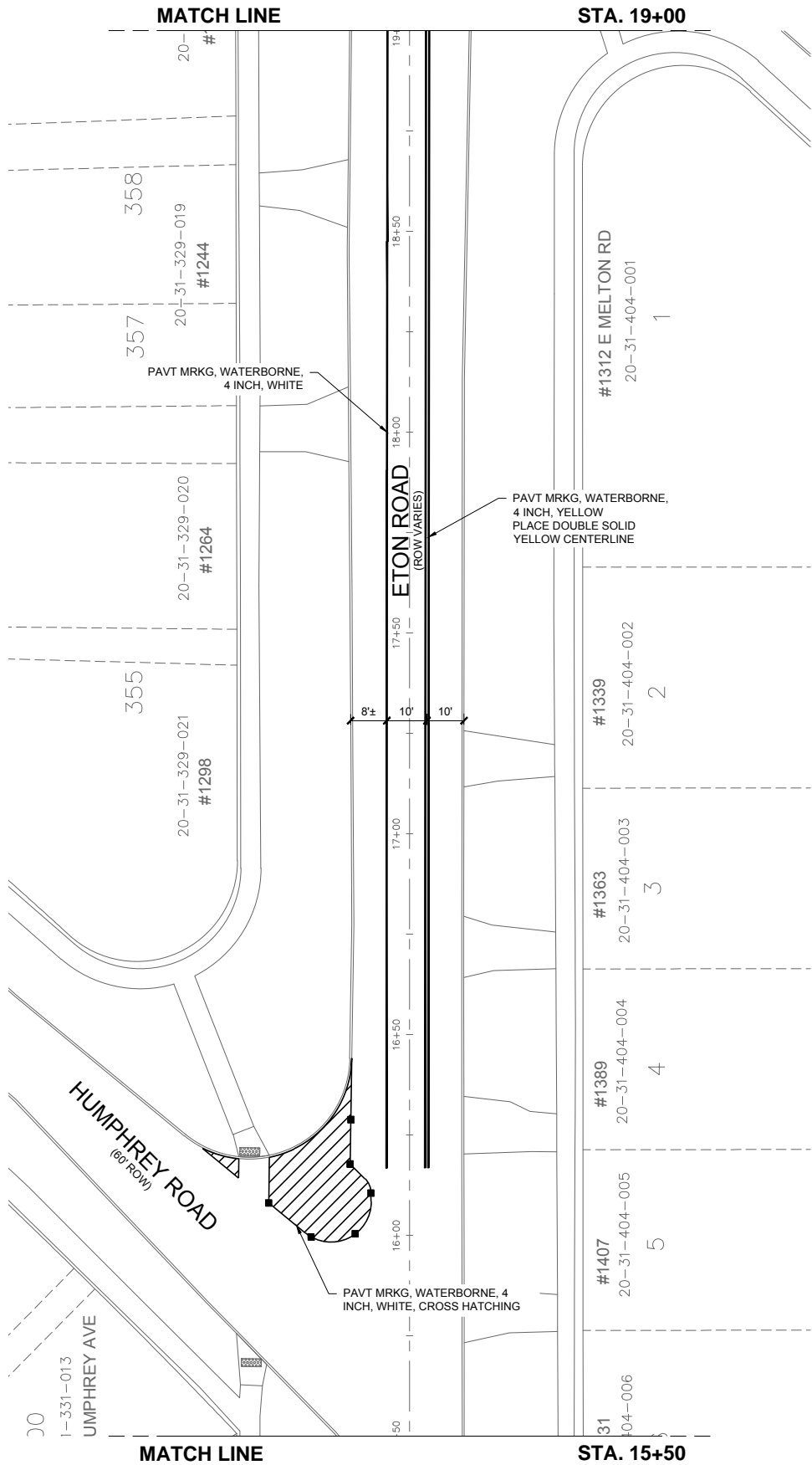
R3-17b



R7-9



Special



SIGN LEGEND



R3-17

BEGINS

R3-17cP

AHEAD

R3-17aP

ENDS

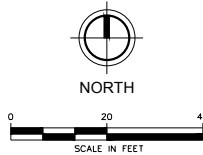
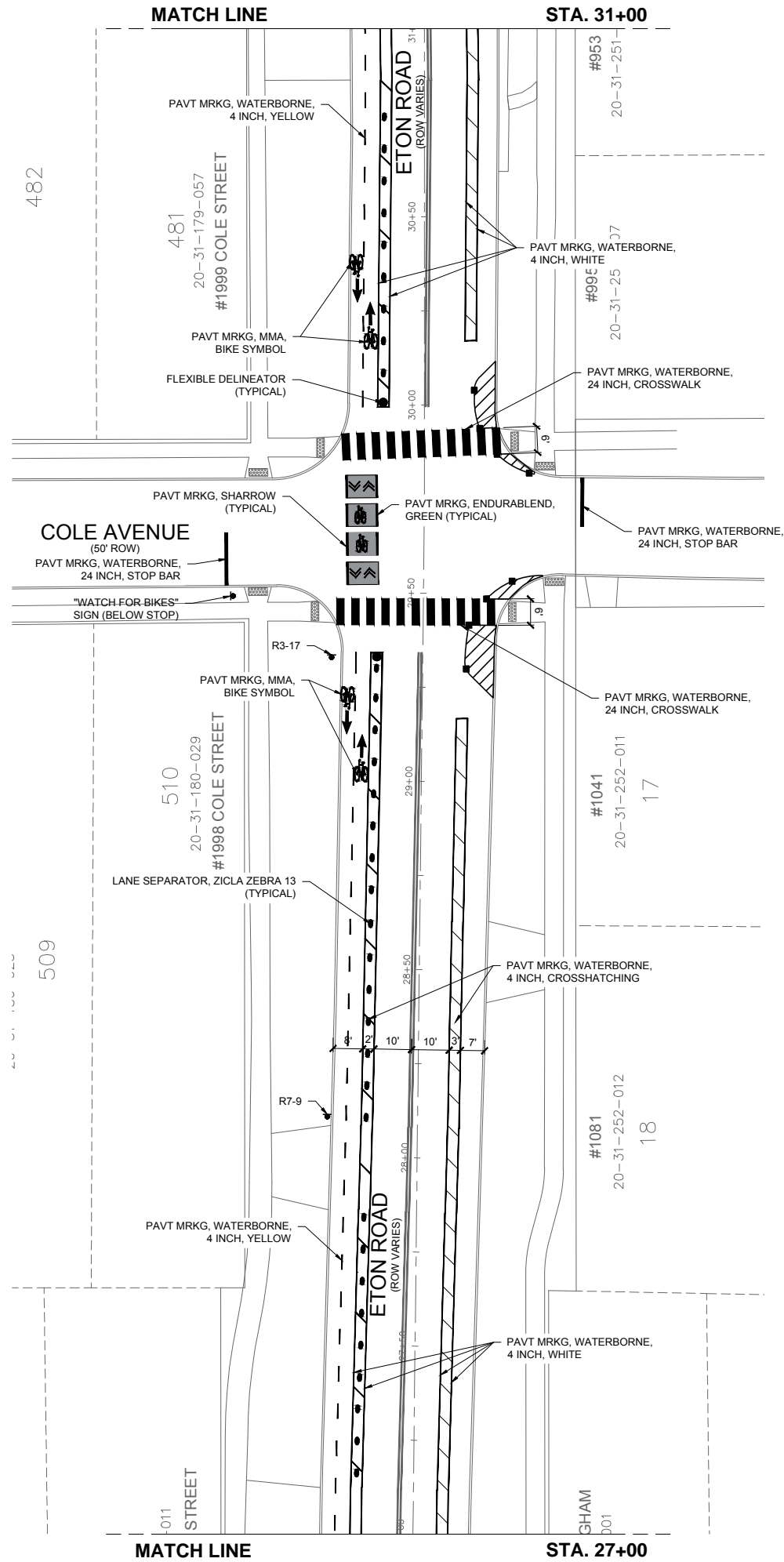
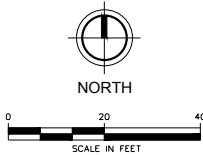
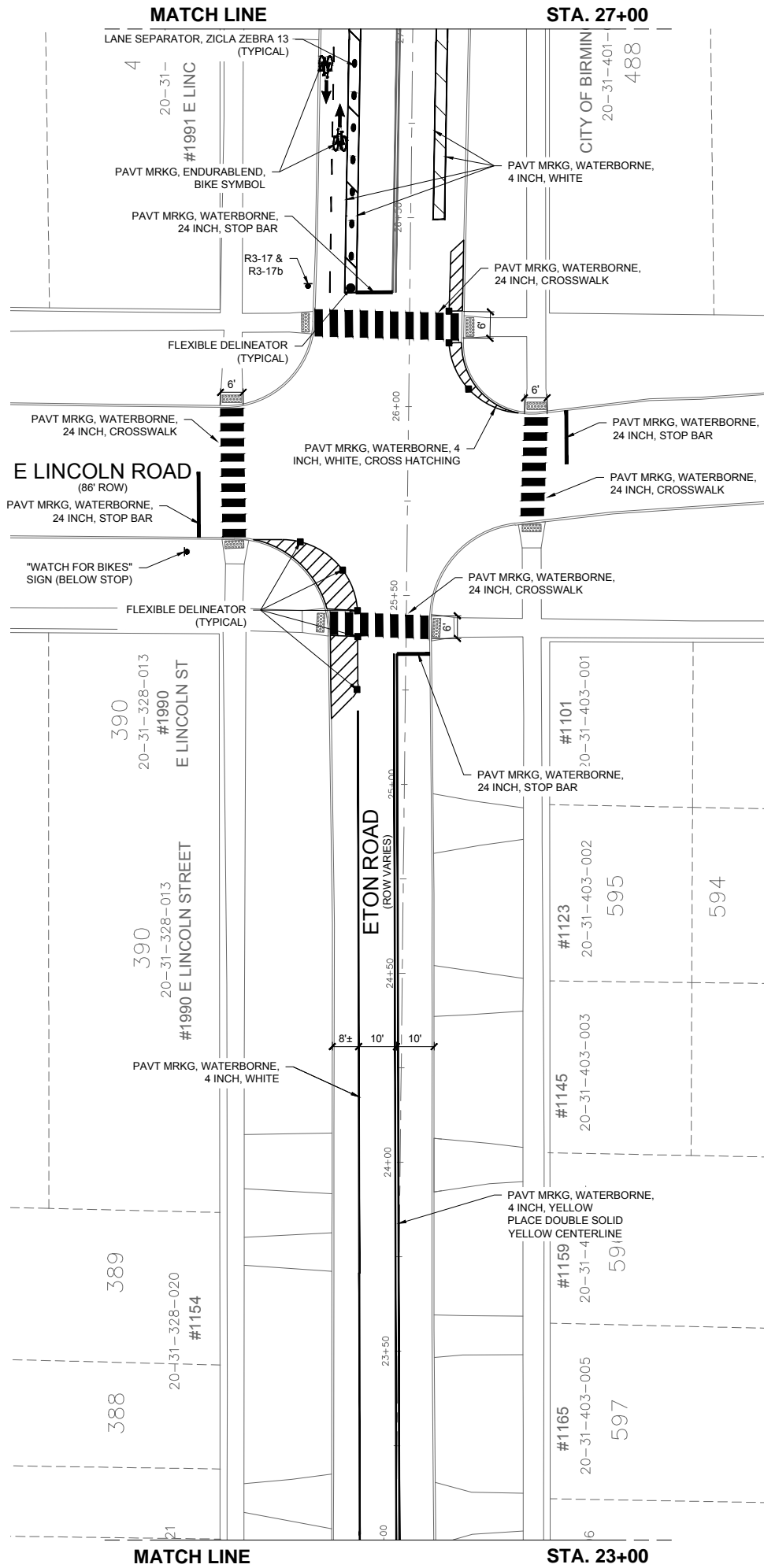
R3-17b



R7-9



Special



SIGN LEGEND



R3-17

BEGINS

R3-17cP

AHEAD

R3-17aP

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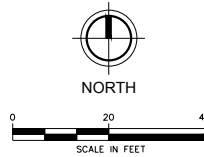
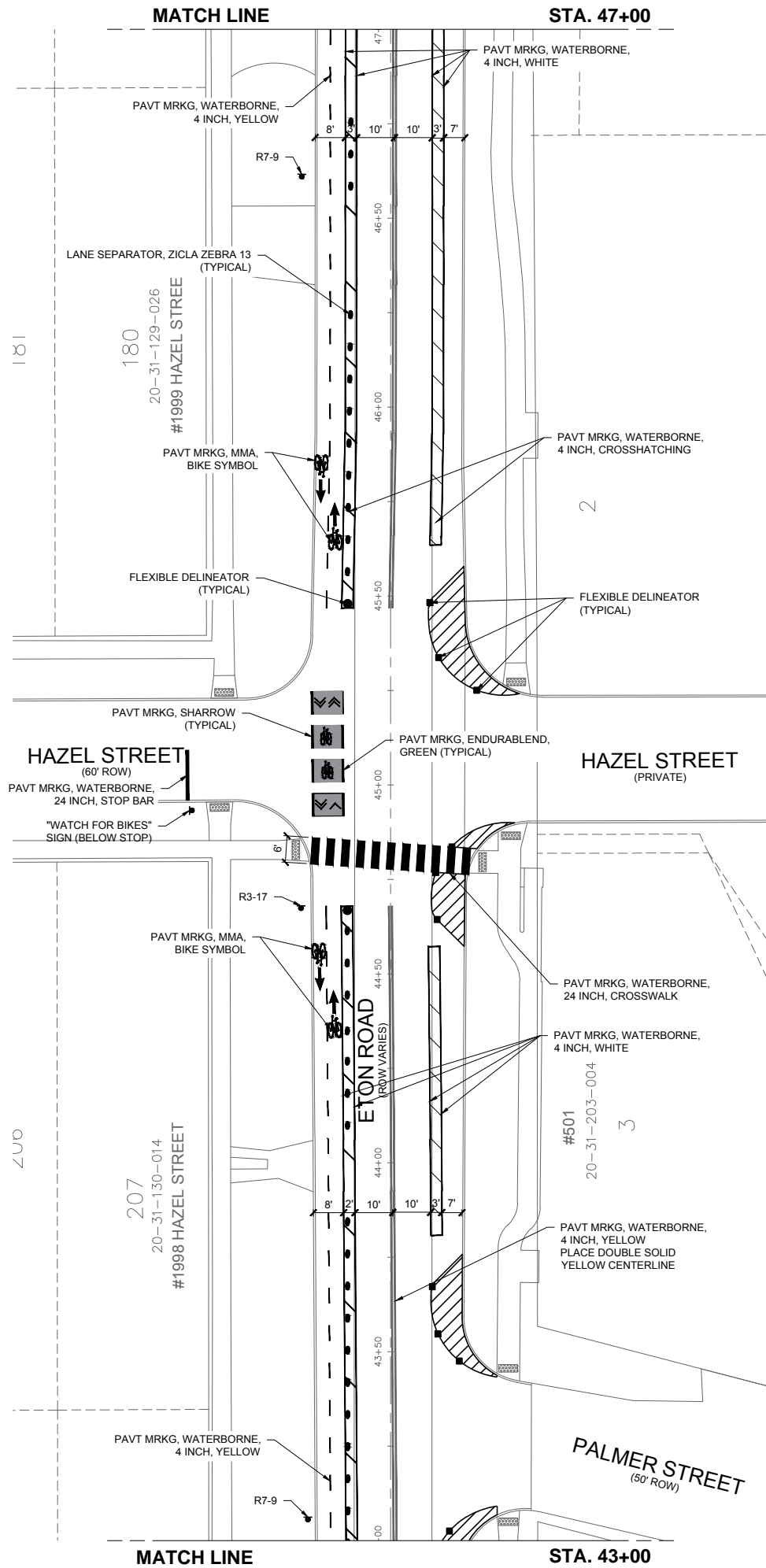
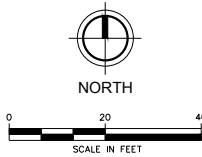
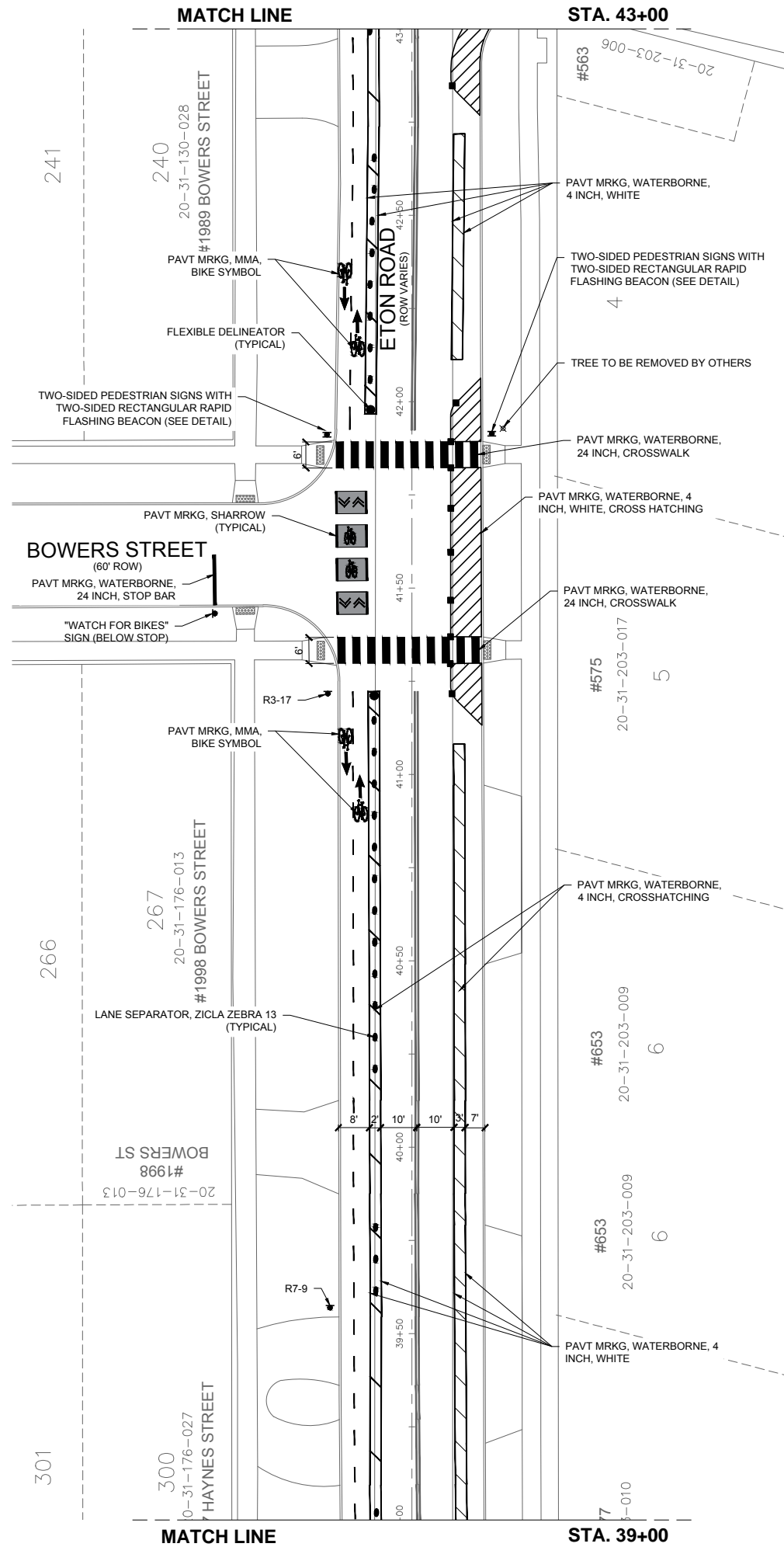
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R7-9



Special



SIGN LEGEND



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R3-17cP



R3-17aP



R3-17b



R7-9



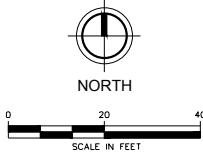
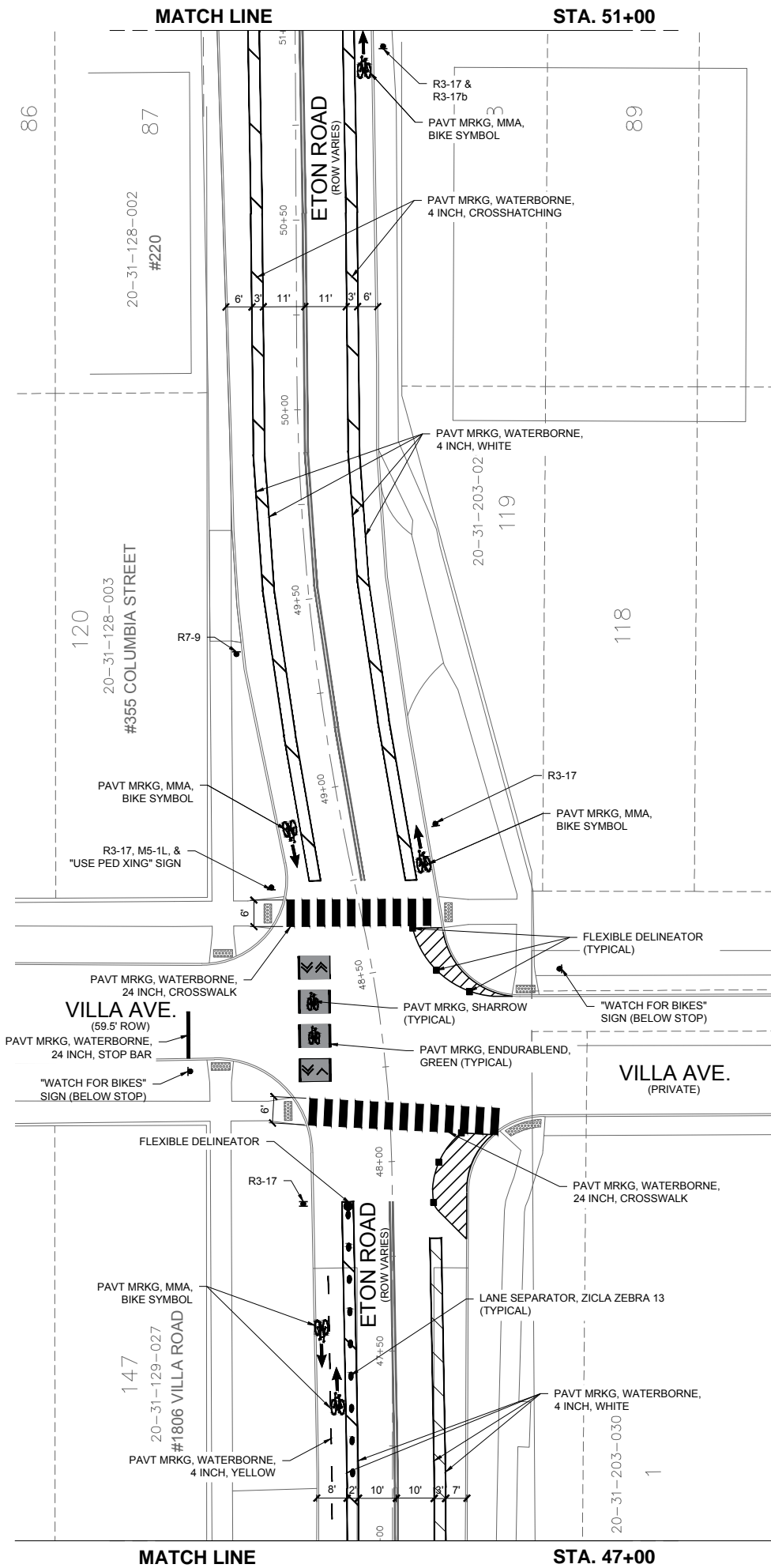
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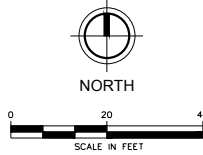
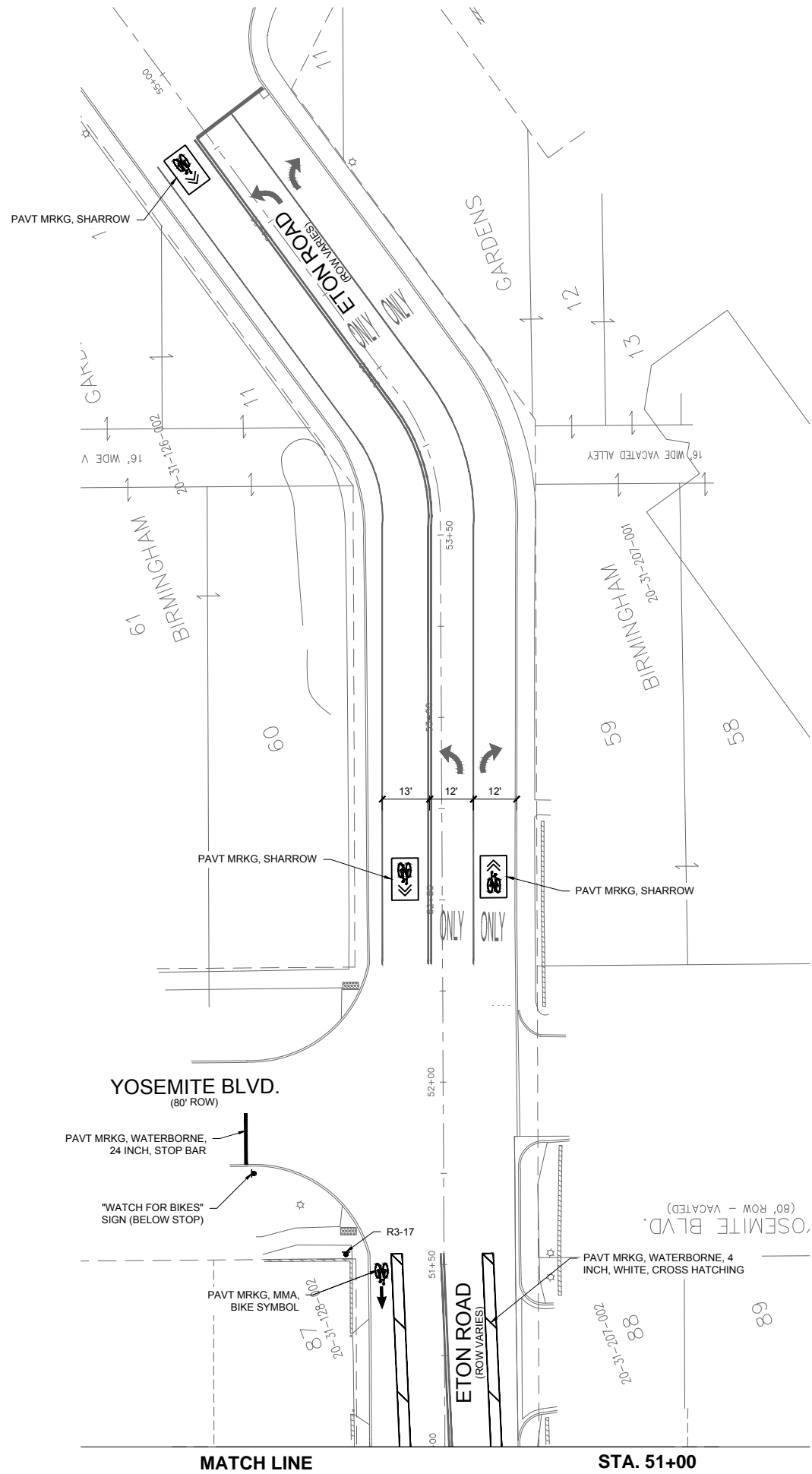
Special

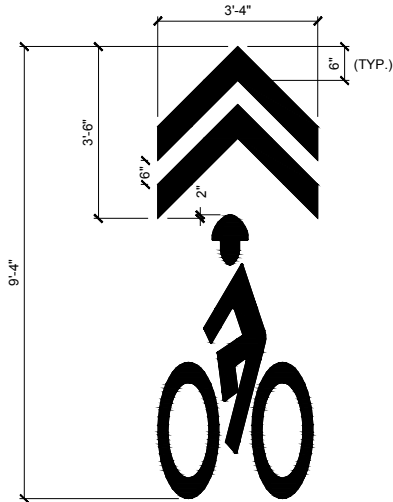
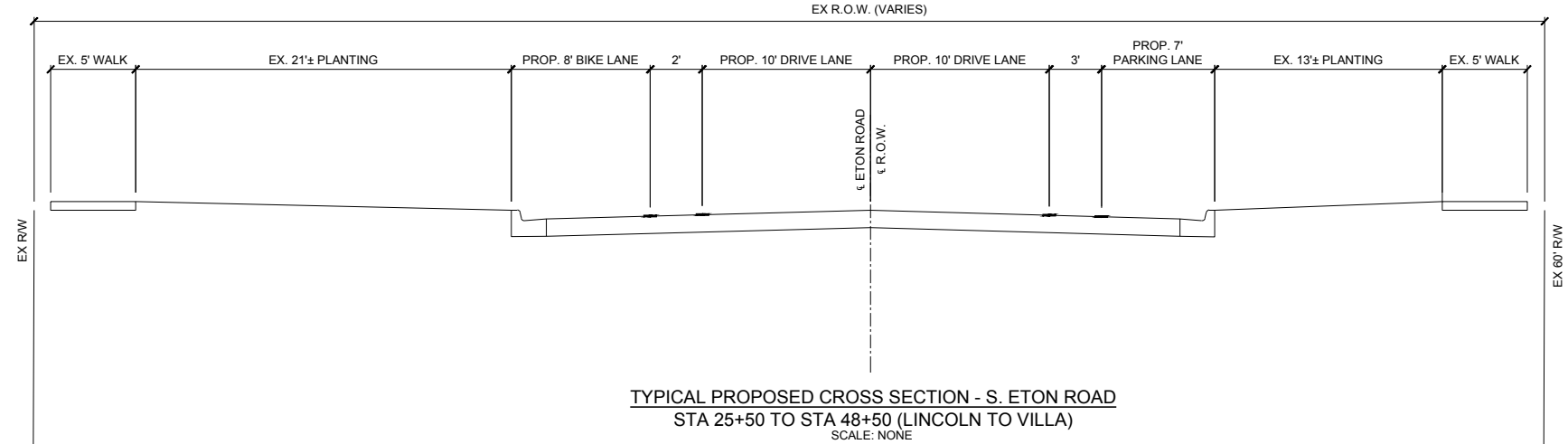
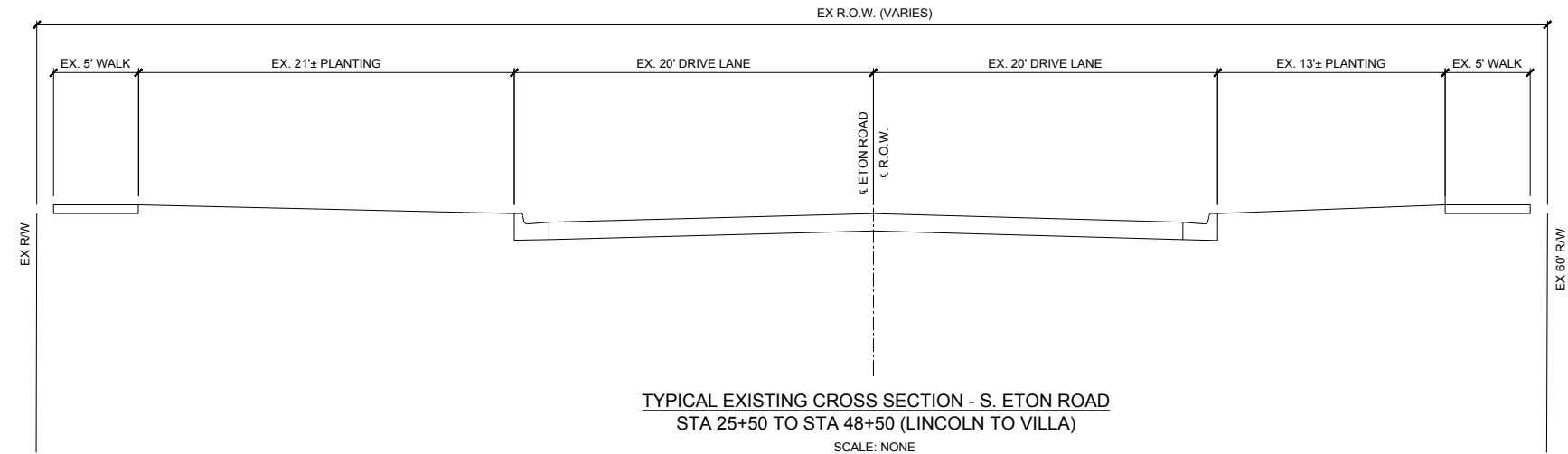
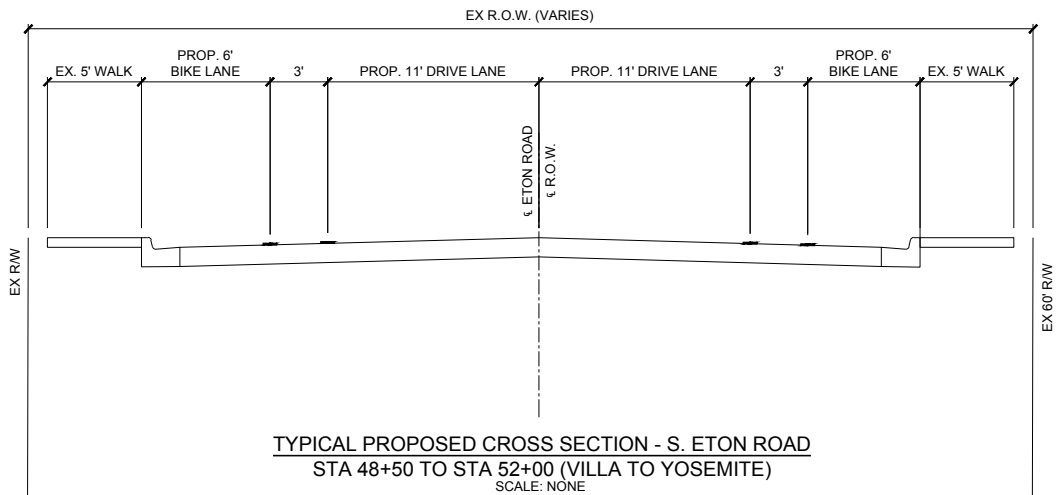
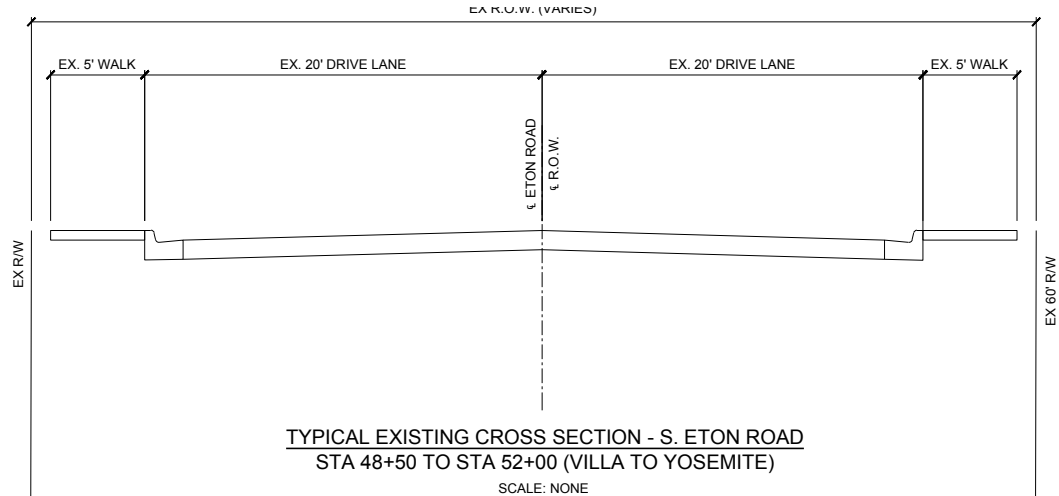


Special



MAPLE ROAD





SHARED LANE (SHARROW) MARKING DETAIL
MDOT PAVE - 961-B
NOT TO SCALE

NOTES

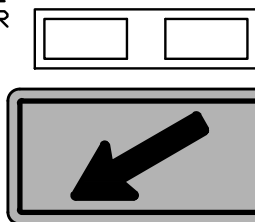
1. CONTRACTOR TO FIELD VERIFY AND CONFIRM ALL DIMENSIONS AND LOCATION WITH THE ENGINEER.
2. ALL SHARED LANE (SHARROW) MARKINGS SHALL BE WATERBORNE AND CONFORM TO MDOT STANDARD DETAIL PAVE-961-B.
3. LOCATIONS OF SHARROWS SHALL BE INSTALLED AS SHOWN ON PLANS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
4. INSTALLATION SHALL BE 40 FT FROM THE RADIUS SPRING POINT UNLESS OTHERWISE NOTED. CONTRACTOR SHALL AVOID PLACEMENT IN DRIVE APPROACH, OVER UTILITY STRUCTURE COVERS OR OTHER OBSTRUCTIONS, HOWEVER NO LESS THAN 20 FEET OR NO MORE THAN 50 FEET AS SHOWN ON THE STANDARD DETAIL PAVE-961-B.
5. ALL SIGN LOCATIONS SHALL BE 25-50' IN ADVANCE OF ROW LINE AND AVOID CONFLICT OR OBSTRUCTION OF EXISTING REGULATORY SIGNAGE AND MEET ALL MDOT AND MMUTCD SIGNAGE REQUIREMENTS AND STANDARDS. CITY TO PROVIDE GUIDANCE AS NEEDED.

QUANTITIES		
ITEM	QTY	UNIT
PAVT MRKG, WATERBORNE, 4 INCH, WHITE	11,000	FT
PAVT MRKG, WATERBORNE, 4 INCH, YELLOW	4,300	FT
PAVT MRKG, WATERBORNE, 4 INCH, WHITE, CROSS HATCHING	5,000	FT
PAVT MRKG, WATERBORNE, 24 INCH, CROSSWALK	1,160	FT
PAVT MRKG, WATERBORNE, 24 INCH, STOP BAR	260	FT
PAVT MRKG, POLYUREA, 24 INCH, CROSSWALK	50	FT
PAVT MRKG, POLYUREA, 24 INCH, STOP BAR	10	FT
PAVT MRKG, HPS-8, 24 INCH, CROSSWALK	90	FT
PAVT MRKG, MMA, BIKE SYMBOL	32	EA
PAVT MRKG, SHARROW	17	EA
PAVT MRKG, ENDURABLEND, GREEN	1,400	SFT
FLEXIBLE DELINEATOR	105	EA
LANE SEPARATOR, ZICLA ZEBRA 13	160	EA
SIGN	200	SFT
POST, STEEL, 3 LB	380	FT
REM PAVT MRKG	3,200	FT
PEDESTRIAN SIGNS & RRFBS, PUSHBUTTON, POLE & FDN	2	EA

W11-2
(2 PER EACH DOUBLE-SIDED SIGN)
(36"x36")



RECTANGULAR RAPID FLASH
BEACON (R.R.F.B.) SHALL BE
CARMANAH MODEL #R920 OR
EQUAL. (2 PER EACH
DOUBLE-SIDED SIGN)



W16-7PL & W16-7PR PER MMUTCD
(1 'LEFT' & 1 'RIGHT' PER EACH
DOUBLE-SIDED SIGN)
(36"x18")

PEDESTRIAN SIGN W/ R.R.F.B.
(INSTALL AT SIGN POLE LOCATIONS PER
PLAN - SEE POLE DETAIL THIS SHEET)

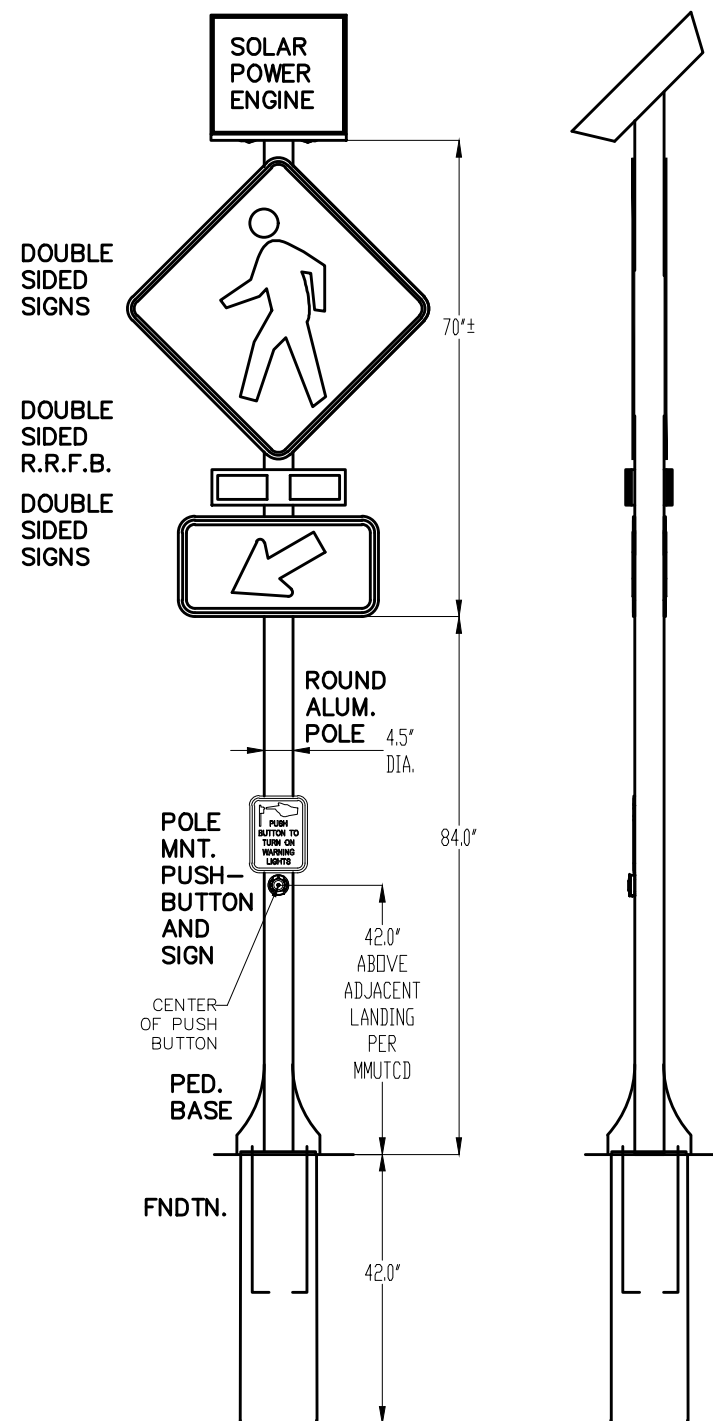
PEDESTRIAN SIGN DETAILS

N.T.S.

S. ETON ROAD - SIGNING & PAVEMENT MARKING IMPROVEMENT DETAILS

CONTRACT #3-19(P)

S. ETON ROAD, NORTH SIDE OF BOWERS



PEDESTRIAN SIGN W/ R.R.F.B. POLE DETAIL

N.T.S.

PEDESTRIAN SIGNS W/ R.R.F.B. & GENERAL NOTES:

1. PUSH-BUTTONS MUST BE LOCATED IN ACCORDANCE WITH PLAN LOCATIONS, AND CONFORM TO MMUTCD STANDARDS: IDEALLY WITHIN 1.5' TO 6' OF ROAD CURB (DIMENSIONS SHOWN), CLOSEST TO CENTER OF LANDING, 42-INCH HEIGHT ABOVE LANDING AT 10-INCH REACH. ALSO, TIMING OF SIGNAL MUST ACCOUNT FOR DISTANCE OF PUSH BUTTON LOCATIONS ACROSS FULL-WIDTH OF S. ETON ROAD.
2. R.R.F.B. SIGNS AND COMPONENTS SHALL MEET F.H.W.A. IA-21 AND MMUTCD REQUIREMENTS. R.R.F.B.'s SHALL BE CARMANAH MODEL #920, OR EQUAL. INSTALL PEDESTRIAN CROSSING SYMBOL SIGNS W11-2 AND ARROW SIGNS W16-7PL & W16-7PR, BACK-TO-BACK, ALONG WITH SOLAR-POWERED & WIRELESS R.R.F.B.'s. PUSHBUTTON AND PUSHBUTTON SIGN SHALL BE BULLDOG OR EQUAL.
3. ALL PROPOSED MATERIALS SHALL MEET MANUFACTURER AND/OR SUPPLIER RECOMMENDATIONS, AND ULTIMATELY MEET THE APPROVAL OF THE CITY. CONTRACTOR SHALL SUBMIT PROJECT SPECIFIC SHOP DRAWINGS OF THE PEDESTRIAN SIGNS AND R.R.F.B. COMPONENTS TO DESIGN ENGINEER AND CITY ENGINEER FOR REVIEW AND APPROVAL SHOWING ALL REQUIRED DESIGN DETAILS FOR COMPLETE INSTALLATION, INCLUDING BUT NOT LIMITED TO: POLE FOOTING, POLE BASE, POLE DIMENSIONS, PUSH BUTTON ACTUATORS, SIGN DETAILS, COLORS, AND PLACEMENT, CONTROL CABINET, SOLAR PANEL, ETC.
4. AN ELECTRICAL/TRAFFIC SIGNAL CONTRACTOR HAVING EXTENSIVE EXPERIENCE INSTALLING TRAFFIC AND PEDESTRIAN SIGNALS AND R.R.F.B.'s IS REQUIRED TO FURNISH AND INSTALL THE PROPOSED SIGNS, R.R.F.B.'s AND RELATED COMPONENTS,, COMPLETE.
5. ALL PERMITS AND APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.
6. ALL WORK SHALL BE IN CONFORMANCE WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND CITY OF BIRMINGHAM REQUIREMENTS.
7. ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL DEVICES, MARKINGS, AND SIGNAGE, SHALL BE IN ACCORDANCE WITH CURRENT MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, OAKLAND COUNTY AND MDOT TRAFFIC TYPICALS AND/OR APPLICABLE STANDARDS. CONTRACTOR MUST MAINTAIN TRAFFIC AT ALL TIMES IN ACCORDANCE WITH SAID STANDARDS. REFER TO MDOT TRAFFIC TYPICALS M0020a, M0231, AND WZD-125-e FOR TEMPORARY LANE CLOSURES AS PERMITTED BY CITY. IF PERMITTED, TEMPORARY LANE CLOSURES WILL BE SUBJECT TO REDUCED ALLOWABLE WORKING HOURS DETERMINED BY THE CITY AS REQUIRED TO MITIGATE TRAFFIC IMPACTS.
8. CONSTRUCTION MATERIAL AND EQUIPMENT STORAGE SHALL OCCUR WITHIN PUBLIC R.O.W. AS AUTHORIZED BY THE CITY ENGINEER.



ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	SHEET
N.T.S.	11/26/18	C.D.	9



MEMORANDUM

Engineering Dept.

DATE: August 3, 2018

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: S. Eton Rd. Signing & Pavement Marking Improvements
Contract 11-18(P)

At the meeting of June 4, 2018, the City Commission approved the following motion:

To accept the recommendation of the Multi-Modal Transportation Board, and to direct staff to proceed with the installation of test features that will provide the majority of the transportation improvements being considered in a temporary mode, at a reduced cost, as outlined below:

1. Installation of painted bumpouts with lane markers at each intersection, as well as pavement markings to improve each crosswalk in accordance with the recommended plan.
2. Installation of sharrows between Maple Rd. and Yosemite Blvd.
3. Removal of parking, and installation of buffered, marked bike lanes for northbound and southbound traffic between Yosemite Blvd. and Villa Rd.
4. Removal of parking on the west side of the street, to provide room for a marked, buffered, and separated two-way bike lane, as well as white lines demarcating the northbound parking lane between Villa Rd. and Lincoln Ave.
5. Installation of double yellow lines and white line to demarcate travel lanes from the southbound parking lane between Lincoln Ave. & 14 Mile Rd.

Since that time, the Engineering Dept. has worked with the City's multi-modal transportation consultant, F&V, to prepare bidding documents encompassing this work. Since the work is considered temporary, waterborne paint will be applied for the large majority of the work. In order to test alternate pavement markings as a part of the trial, two alternate materials that were recently approved in the City's crosswalk pavement markings policy will also be used in selected areas:

- a. At the intersection of S. Eton Rd. and Bradford Rd., the pavement marking material known as HPS-8 will be used for the crosswalk and stop bar areas. (HPS-8 is the material introduced to the market relatively recently. It will be installed on the existing asphalt surface, as is recommended by the manufacturer.)
- b. At the intersection of S. Eton Rd. and 14 Mile Rd., the pavement marking material known as Polyurea will be used for the crosswalk and stop bar area. (Polyurea is a relatively newer pavement marking material that will be installed on an existing concrete surface, as is recommended by the manufacturer.)

The final engineering drawings are attached for your reference.

As was noted at the June 4 meeting, traffic bike and pedestrian count data was to be collected for the Maple Rd. and S. Eton Rd. intersection for further study of that area. F&V has now collected this data. Recommendations will be presented at a future Multi-Modal Transportation Board meeting and forwarded to the Commission.

On August 3, 2018, the Engineering Department opened bids on the above-referenced project. Only one contractor submitted a bid for this project. A bid summary is attached for your reference.

The low bidder was PK Contracting of Troy, MI with their base bid of \$123,525. The staff estimate for this work when presented to the City Commission was \$75,000. The additional cost reflects the ongoing high demand for these services, as well as uncertainty as to the value of some of the unique items of work included in this contract.

While the Engineering Dept. has never hired PK Contracting as the prime contractor for a contract, we have worked with them many times over the years as a subcontractor. PK Contracting is by far the leader in southeast Michigan relative to the installation of pavement marking for public streets. We are confident that they are qualified to perform satisfactorily on this contract.

It is our intent to work with the contractor to complete this work with minimal disruption to traffic. As is often done with pavement markings, work that is in the direct line of the travel lanes will be completed during low traffic periods to keep disruption to a minimum.

As is required for all of the City's construction projects, PK Contracting has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

It is anticipated that the work will take about three weeks to complete. Completion of the work is required prior to November 14, 2018.

It is recommended that the S. Eton Rd. Signing and Pavement Marking Improvements be awarded to PK Contracting of Troy, MI in the amount of \$123,525.00. All costs will be charged to the Major Street Fund, account number 202-449.001-981.0100. A budget amendment will also be required given that this project was not included in the approved current fiscal year budget.

SUGGESTED RESOLUTION:

To award the S. Eton Rd. Signing and Pavement Marking Improvements, Contract #11-18(P) to PK Contracting, Inc., in the amount of \$123,525.00, to be charged to the Major Street Fund, account number 202-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements. Further, to approve an amendment to the 2018-19 fiscal year budget as follows:

Major Street Fund

Revenues:

Draw from Fund Balance 202-000.000-400.0000	<u>\$123,525</u>
Total Revenue Adjustments	<u>\$123,525</u>

Expenditures:

Other Contractual Service 202-449.001-981.0100	<u>\$123,525</u>
Total Expenditure Adjustments	<u>\$123,525</u>

CITY OF BIRMINGHAM

S. ETON SIGNING AND PAVEMENT MARKING IMPROVEMENTS

CONTRACT # 11-18 (P)

BID SUMMARY

AUGUST 3, 2018 - 2:00 PM

Company Name	Addendums	5% Bid Security	Base Bid
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[illegible]



MEMORANDUM

City Clerk's Office

DATE: January 4, 2019
TO: Joseph A. Valentine, City Manager
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Greenwood Cemetery Payment Plan Policy

INTRODUCTION:

Payment plans for the purchase of cemetery plots are currently being utilized by 15 customers for the purchase of fewer than 30 plots in Greenwood Cemetery. The Greenwood Cemetery Operational Procedures, Conditions and Regulations (Regulations) as approved by the City Commission do not address payment plans.

On December 10, 2018 the City Commission voiced support for Greenwood Cemetery offering payment plans. The Commission discussed the policy recommendations from staff, and requested the staff address the comments made and return a revised recommendation to the Commission for consideration.

BACKGROUND:

Clarity.

1. Paragraph 3 as proposed on December 10, 2018 does not make clear that Purchasers may use the money on account to pay for a plot needed for burial and may then be given a grace period to repay the 20% deposit amount on the remaining plot(s). Appropriate language has been added to clarify this option.
2. Paragraph 5 as proposed on December 10, 2018 stipulates forfeiture of both the plot(s) and 50% of all payments made should a purchaser default on a payment plan agreement. The Commission expressed interest in offering the purchaser an option of applying the money in their account to pay for one (or more) plot in full, and forfeiting and remaining plot(s) and 50% of the remaining balance. Appropriate language has been added to allow this option.

Consistency.

3. Paragraph 6 as proposed on December 10, 2018 requires our Contractor to remit 75% of the sale price for each plot sold under a payment agreement at the time of final payment. This is consistent with the remittance schedule and record keeping practice currently in place. Plots under contract are not sold; they are not owned by the Purchaser until final payment has been made. The completion of the sale generates the permanent physical and financial record. This is a clean and accurate method of accounting for plots sold.

A change to the method requires a second set of accounts be created and maintained by the City Clerk and Finance Director. The cost of these resources would be in excess of any potential interest earnings. Therefore, it is the staff's recommendation at this time to continue the current accounting practice for installment payments, and to monitor the market. If factors change, such as increased utilization of the program or higher returns

realized on investments, the practice will be reviewed and a recommendation made to the City Commission.

LEGAL REVIEW:

Attorney Don Studt reviewed the revised proposed policy and found it acceptable.

FISCAL IMPACT:

Income to the Greenwood Perpetual Care Fund will continue to be submitted quarterly for plots which are paid in full. Accounting for monthly payments on installment plans will continue as is unless review of the market indicates changes be considered.

SUMMARY:

The policy proposed on December 10, 2018 has been revised to address concerns expressed by the City Commission.

ATTACHMENTS:

1. Revised Payment Plan Policy, redlined
2. Revised Payment Plan Policy, clean
3. Installment plan agreement
4. Excerpt of the December 10, 2018 City Commission meeting minutes.
5. December 10, 2018 staff report

SUGGESTED RESOLUTION:

To amend the Operational Procedures, Conditions and Regulations for the Greenwood Cemetery to add Section IX. LOT SALES - PAYMENT PLAN POLICY as recommended by staff on January 14, 2019. Further, to renumber the subsequent three paragraphs accordingly:

- X. LOT RESALE POLICY
- XI. SCHEDULE OF FEES AND CHARGES
- XII. REVISIONS

IX. LOT SALES - PAYMENT PLAN POLICY

1. A payment agreement may be entered into to allow for the purchase price of a plot(s) to be paid over a period of time not to exceed 24 months and the period provided to cure a default. A copy of this Payment Plan Policy shall be attached to all installment payment agreements and shall be provided to the Purchaser.

2. Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments for the payment period. Such payment agreements shall be interest free. There shall be no prepayment penalty to the Purchaser.

3. A plot being purchased under a payment agreement may not be used for interment until the full purchase price of the plot has been paid. The Purchaser may apply all payments made on the plan to the plot needed for burial. Purchaser shall be given a grace period of up to six months to repay the 20% deposit on the remaining plot(s).

4. In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.

5. For purchase agreements initiated after December 10, 2018, failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and 50% of all monies paid to date. If enough money is on account to completely pay for a plot, the Purchaser shall have the option to purchase said plot with those available funds. Fifty percent of the remaining funds on account and any plots not paid in full shall be forfeited.

6. The Greenwood Cemetery Perpetual Care Fund will receive 75% of the sale price for each plot sold under a payment agreement at the time of final payment.

IX. LOT SALES - PAYMENT PLAN POLICY

1. A payment agreement may be entered into to allow for the purchase price of a plot(s) to be paid over a period of time not to exceed 24 months and the period provided to cure a default. A copy of this Payment Plan Policy shall be attached to all installment payment agreements and shall be provided to the Purchaser.
2. Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments for the payment period. Such payment agreements shall be interest free. There shall be no prepayment penalty to the Purchaser.
3. A plot being purchased under a payment agreement may not be used for interment until the full purchase price of the plot has been paid. The Purchaser may apply all payments made on the plan to the plot needed for burial. Purchaser shall be given a grace period of up to six months to repay the 20% deposit on the remaining plot(s).
4. In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.
5. For purchase agreements initiated after December 10, 2018, failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and 50% of all monies paid to date. If enough money is on account to completely pay for a plot, the Purchaser shall have the option to purchase said plot with those available funds. Fifty percent of the remaining funds on account and any plots not paid in full shall be forfeited.
6. The Greenwood Cemetery Perpetual Care Fund will receive 75% of the sale price for each plot sold under a payment agreement at the time of final payment.

ELMWOOD WEST CEMETERY
SUPERIOR TOWNSHIP, MI

GREENWOOD CEMETERY
BIRMINGHAM, MI

GLENWOOD CEMETERY
FLINT, MI

No. 20337

PURCHASE AGREEMENT

This agreement made this 28 day of August by and between THE CEMETERY of Michigan, as Seller ("Cemetery")

Name: [Redacted] Telephone: [Redacted]
Address: [Redacted] Birmingham MI 48009
Street State Zip Code
Name(s) on Certificate: [Redacted]

1. Purchases: The Purchaser agrees to Purchase and the Cemetery agrees to sell, subject to all the terms and conditions set forth in this Agreement and to the Rules and Regulations of the Cemetery, now or hereafter in effect (with the Purchaser acknowledging receipt of the Rules and Regulations of the Cemetery as in effect as of the date hereof), the following, (collectively, the "Rights").

A. Burial Space(s): Lot 12-A Section K Grave #'s 5-6 Qty of Spaces 2 @ 3000.00 6000.00
B. Crypt Space(s): Bank _____ Crypt # _____ Tier _____ Qty of Spaces _____ @ _____ \$ _____
C. Niche Space(s): Bank _____ Niche # _____ Tier _____ Qty of Spaces _____ @ _____ \$ _____

D. Interment/Entombment/Inurement Fee(s):

Pre-need _____ @ \$ _____ At-Need _____ @ \$ _____
Payment for _____ Payment for _____
Location _____ Location _____
Payment for _____
Location _____

E. Memorial for _____ Location _____ \$ _____
F. Miscellaneous Merchandise/Fee(s): _____ \$ _____
_____ \$ _____
Sales Tax _____ \$ _____

Total Purchase Price \$ 6,000.00
Pre-Need Discount \$ _____
Subtotal Approval - 019275 \$ 6,000.00
Administrative Service Fee Credit Card \$ _____
Down Payment Visa \$ 600.00
Balance Due \$ 5400.00

Your credit is payable as follows: No. of Payments 36 Amount of Payment \$ 150.00 Due Date 30th of month
If a payment is late, you will be charged a delinquency fee of the lesser of 5% or \$5.00 on any unpaid balance.

2. Continuing Care Fund: In accordance with applicable Michigan law and the Rules and Regulations of the Cemetery, the Purchase Price includes a contribution to the Continuing Care Fund of the Cemetery in an amount at least equal to fifteen percent (15%) of the purchase price of the Rights set forth above, which shall be used for purposes of maintaining the grounds of the Cemetery.

3. Rights Not Included: The Purchase Price does NOT include any charges for or rights with respect to: inscriptions, labor for opening, closing and/ or sealing of a crypt or niche, installation of memorials or any other services, products or document customarily required or provided in connection with an entombment, inurement or interment, including, without limitation, any charges customarily billed by a funeral director.

4. Validity and Effective Date: This Agreement shall not be valid unless and until it is executed and delivered by both the Purchaser and the Cemetery. This agreement shall be effective as of the later to occur of the date the Purchaser and the Cemetery execute this Agreement.

IN WITNESS WHEREOF, the Purchaser and the Cemetery have executed this Agreement to be effective as of the later to occur of the date the Purchaser and the Cemetery execute this Agreement; the Purchaser acknowledges receipt of an executed copy of this Agreement.

CEMETERY REPRESENTATIVE

By: [Signature]

Title: Administrator

Date: 8/28/2015

WHITE: Cemetery

PURCHASER

[Signature]

Date: 8/28/15

CANARY: Purchaser

BIRMINGHAM CITY COMMISSION MINUTES
DECEMBER 10, 2018
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

ROLL CALL:	Present:	Mayor Bordman Mayor Pro Tem Boutros Commissioner DeWeese Commissioner Harris Commissioner Hoff Commissioner Nickita Commissioner Sherman
	Absent:	none

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, IT Director Brunk, Police Chief Clemence, Planning Director Ecker, Assistant Engineer Fletcher, Finance Director Gerber, Police Commander Grewe, Assistant to the City Manager Haines, Building Official Johnson, City Engineer O'Meara, City Clerk Mynsberge

V. UNFINISHED BUSINESS

12- -18 GREENWOOD CEMETERY PAYMENT PLAN POLICY

City Clerk Mynsberge presented her memo dated December 10, 2018.

Commissioner Hoff was not in favor of the contractor holding payments, and retaining any interest generated from those payments, until plot(s) on a payment agreement are paid in full.

City Clerk Mynsberge clarified for Commissioner Hoff:

- Previous materials showed 16 payment plans in effect, but one has recently been paid off, leaving only 15 contracts in place.
- The length of terms for the current 15 contracts were determined by the contractor and will remain as is. The proposed policy limits any future contracts to a maximum of 24 months.

Commissioner DeWeese stated:

- Eliminating payment plans would be contrary to the City's policy of providing first class customer service. He sees no downside for the City in offering payment plans.
- Limiting a payment plan to 24 months is wise.
- The contractor is going to bear the extra work, not the Clerk's Office, and it makes it a nice clean separation having such a policy in place, so he will be supporting the amendment to the Operational Procedures as proposed.
- The proposed policy gets rid of a number of inconsistencies, and puts control in the City's hands.

- When a down payment is made it is basically a reservation for a spot. The customer does not own the plot until it is paid in full, and it is clear that if a customer has to use one of the plots, 20% of the cost of the remaining plots must be paid within a period of two to three months, which seems reasonable. Therefore he sees no downside to the policy as presented.

Commissioner Sherman remarked:

- The City's portion of payments should be remitted probably quarterly or semi-annually.
- He is not in favor of the contractor holding payments until the end of a payment plan. If that provision were changed he would be supportive of policy.
- Payment arrangements are appropriate in this industry. It's a fairly common practice, and he does not know why the City would not offer payment plans.
- The proposed plan addresses the rest of the issues that have been raised.
- For him, it comes down to when payment is made to the Perpetual Care Fund.

City Clerk Mynsberge commented the Perpetual Care Fund's investment earnings are currently approximately 5%. Over the course of 24 months the interest on the City's \$2,250 share is approximately \$112, which could be considered a nominal fee for the administration of the plan. The contractor sends out payment books, monthly statements, the accounting, and keeps in close contact with the purchasers.

City Manager Valentine explained the idea is that the contractor can do it cheaper and more efficiently than the City can do it, so it is a better deal for the City in the long run. Weighing what is given up against what is gained the City is benefitting from the arrangement.

Commissioner Sherman responded:

- The City has a contract with Elmwood to provide these services.
- Elmwood initially offered payment plans without the City's agreement.
- He would feel differently if the split was opposite – the City getting 25% and the contractor getting 75% - but the City gets three-fourths of each sale and he believes that should go into the Perpetual Care Fund sooner rather than later.
- Investment return rates could exceed 5%.

Mayor Bordman:

- Indicated the contractor is receiving payment for the work they do under the payment plan.
- Noted money in the Perpetual Care Fund gains interest and accumulates over time which will help accomplish many projects in the cemetery. The money should come to the City, as Commissioner Sherman suggested, quarterly or so.
- Suggested that in the event someone could not complete their payment plan, the person should have the option of transferring their money to cover one (or more) plot, and then 50% of the remaining balance on account would be forfeited.

City Clerk Mynsberge confirmed that all money paid on a payment plan can be applied to a plot needed for burial. The customer will then be given a grace period to pay enough on the account to cover 20% of the remaining plot(s).

Commissioner Harris said:

The policy needs to be clear on the point just explained by City Clerk Mynsberge.

The Commission should see the payment plan agreement to ensure it comports with the payment plan adopted.

Commissioner DeWeese noted:

- No one has expressed opposition to having payment plans for cemetery plots.
- Suggested the staff address the comments made and bring the proposed policy back to the Commission as soon as feasible.
- Encouraged a policy that is compassionate and works for the interests of the City.
- Referring to the question of when the City's portion of plots sold under payment plans should be remitted, suggested there may be other options.

Commissioner Nickita said he concurs with the general comments made, and agreed with Commissioner Harris that the Commission needs to see the contract being used for payment plans.

City Manager Valentine confirmed staff will address the comments made and bring the policy back to the Commission for consideration.



MEMORANDUM

City Clerk's Office

DATE: December 10, 2018
TO: Joseph A. Valentine, City Manager
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Greenwood Cemetery Payment Plan Policy

INTRODUCTION:

Payment plans for the purchase of cemetery plots are currently being utilized by 15 customers for the purchase of fewer than 30 plots in Greenwood Cemetery. The Greenwood Cemetery Operational Procedures, Conditions and Regulations (Regulations) as approved by the City Commission do not address payment plans. The Greenwood Cemetery Advisory Board (GCAB) believes a written policy should be adopted by the City of Birmingham to regulate such payment plans and has worked diligently to craft a policy which best protects the fiduciary soundness of Birmingham and the Greenwood Cemetery.

Based on the City Commission's comments at their September 17, 2018 meeting, the GCAB revised its draft of the policy on October 5, 2018. Administrative staff encouraged comments from the City's Contractor and conducted a thorough review of both the policy as approved by the GCAB and the perspective of our Contractor as cemetery and funeral professionals who will be charged with implementing the policy. Staff concluded there are issues of consistency and customer service which deserve further consideration in order to provide the City with the best possible policy.

BACKGROUND:

Inconsistency.

1. Paragraph 6 of the proposed policy stipulates forfeiture of both the plot(s) and all payments made should a purchaser default on a payment plan agreement. Section IX. Lot Resale Policy of the current Regulations requires repayment by the City of 50% of the original purchase price on graves returned to the City. In the interest of uniformity, consideration should be given to refunding 50% of payments made on installment if a purchaser is unable to bring the account current.
2. Paragraph 7 of the proposed policy would require our Contractor to remit 75% of each payment made on installment plans to the Greenwood Perpetual Care Fund (Fund) at the time of each payment. From the time our Contractor began making sales of cemetery plots in 2014 distributions to the Fund have been made quarterly on lot sales which have been paid in full. This practice was stated by the Contractor at the GCAB's first meeting on January 9, 2015. The Contractor's report on lot sales from July 1 through December 31, 2014 stated, "Currently, sales of available spaces are permitted where a death has occurred. This total represents seven space sales. Distributions to the City are made quarterly, now that the Endowment Fund account has been established by ordinance, on lot sales upon payment in full by the purchaser". For consistency's sake, remittance of the Perpetual Care Fund's 75% of sales should continue to be made quarterly for plots which are paid in full.

The City Commission hired Elmwood Historic Cemetery on June 24, 2013 to provide management services for Greenwood Cemetery. Contractually, our Contractor is responsible for providing permanent record keeping, financial record keeping, customer service and marketing, and assisting the City in reviewing the Operational Procedures, Conditions, and Regulations in order to ensure the needs of the community are being met in a manner consistent with industry best practices (*Request for Proposal as incorporated by reference into the Agreement for Greenwood Cemetery Management Services, Scope of Work, Sections 1 & 7*). Under our Contractor's system of record keeping, the permanent record of sale is reported to the City when payment is complete along with 75% of the sale price and a copy of the deed issued to the purchaser. The cost of monthly billing, collecting and accounting is absorbed by our Contractor. The investment earnings of approximately 5% of the City's \$2,250 share of each Cemetery plot amounts to \$112.50. Deferral of interest over a maximum 24-month term could be considered a nominal cost for providing the service of installment plans to Greenwood Cemetery's customers while maintaining a clean and simple accounting of plots sold.

Customer Service.

1. The City of Birmingham prides itself on providing exceptional customer service to its residents. Providing payment plans for the purchase of plots in Greenwood Cemetery observes this standard. The GCAB has commendably concentrated on fiscal responsibility in the policy's provisions. Upon review, however, administrative staff fears some unintended negative perceptions may be felt by the City's customers. For instance, if Birmingham retains all payments made on an installment plan if the customer defaults, the City could be perceived as unsympathetic or uncompassionate to families whose circumstances have changed. If the City refunds 50% it also retains 50% and is able to resell the plot(s) at full price. This is consistent with Section IX. Lot Resale Policy of the current Regulations.
2. Paragraph 4 of the policy requires equal allocation of monthly payments to each plot being purchased and does not allow families who wish to utilize one plot for a burial to apply payments already made to the needed plot. In their contractual role of reviewing the Regulations to ensure the needs of the community are being met in a manner consistent with industry best practices, our Contractor notes that this is not a standard practice in the industry. Rather, one space is required to be paid in full with the 20% down payment being maintained on the remaining plots under contract. A grieving family member may perceive the practice of requiring more money when enough is already on account as unnecessarily insensitive on the part of the City. Should the Greenwood Cemetery policy be based on standard industry practice, or is it beneficial to the City to be more stringent?

LEGAL REVIEW:

Following the September 17, 2018 City Commission meeting, City Attorney Currier reviewed the proposed policy as submitted by the GCAB and made revisions compatible with the City Commission's comments while maintaining the meaning and substance of the GCAB's version. The GCAB approved the attorney's draft policy with minor adjustments on October 5, 2018.

FISCAL IMPACT:

Income to the Greenwood Perpetual Care Fund will continue to be submitted quarterly for plots which are paid in full. Deferred investment income would be approximately \$112.50 per plot for a maximum of 24 months.

SUMMARY:

The GCAB met on December 7, 2018 and reviewed the comments as presented above under "Background". During much of the discussion which ensued, members of the GCAB were amenable to making many of the suggested changes. As the discussion continued a suggestion was made that perhaps purchase plans for cemetery plots should be phased out. On a vote of 4-2, with one member absent, the GCAB approved a recommendation to the City Commission that no new payment plans for the purchase of Greenwood Cemetery plots will be entered into effective January 1, 2019, and that current payment plans will be continued to their conclusion.

Minor changes could cure inconsistencies in the policy and inject the policy with elements of customer service more sensitive to the Cemetery's customers, without the GCAB compromising its fiduciary responsibility.

ATTACHMENTS:

1. Excerpt of the December 7, 2018 GCAB meeting minutes.
2. Payment Plan Policy as approved by the GCAB on October 5, 2018.
3. Comments on proposed plan from Contractor.
4. Contractor's report distributed at January 9, 2015 meeting of the GCAB
5. October 5, 2018 version revised to incorporate changes as suggested by staff-REDLINED
6. October 5, 2018 version revised to incorporate changes as suggested by staff-CLEAN

SUGGESTED RESOLUTION:

To adopt the recommendation of the Greenwood Cemetery Advisory Board that no new payment plans for the purchase of Greenwood Cemetery plots be entered into effective January 1, 2019, and that current payment plans will be continued to their conclusion.

OR

To amend the Operational Procedures, Conditions and Regulations for the Greenwood Cemetery to add Section IX. LOT SALES - PAYMENT PLAN POLICY as suggested by staff. Further, to renumber the subsequent three paragraphs accordingly:

- X. LOT RESALE POLICY
- XI. SCHEDULE OF FEES AND CHARGES
- XII. REVISIONS

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, DECEMBER 7, 2018 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

Chairperson Gehringer called the meeting to order at 8:36 a.m.

II. ROLL CALL

Present: Linda Buchanan
Darlene Gehringer
Linda Peterson
Laura Schreiner
George Stern
Margaret Suter
Absent: Kevin Desmond

Administration: City Clerk Mynsberge

Payment Plan Policy

City Clerk Mynsberge presented her memo dated November 15, 2018

Mr. Stern endorsed City Clerk Mynsberge's recommendations to:

- Refund 50% of the payments made on installment if a purchaser is unable to complete the contract;
- Payment of 75% of the purchase price be made to the Perpetual Care Fund after the final payment is made, which causes less work for the City; and
- In the interest of compassion, if enough money is on account to pay for a needed grave the purchaser may be given time to replace the 20% deposit on the other plot(s).

Ms. Suter and Ms. Buchanan questioned what an appropriate procedure would be if all of the money on account was credited to the plot to be used and the 20% down payment amount for the remaining plot(s) was not left in the account.

Mr. Stern confirmed for Ms. Schreiner that he would be willing to give people time to replace the 20% down payment on the remaining plot(s) while the estate was settled.

Ms. Schreiner suggested the policy be made broader to allow flexibility.

City Clerk Mynsberge noted that as the purchaser continues to make payments when they can, in a short amount of time the 20% will be paid.

Ms. Peterson suggested a six-month grace period to reestablish the 20%.

Ms. Gehringer stated:

- The Board takes direction from, and reports to, the City Commission.
- When the City Commission first considered the GCAB's recommendation there were several comments, including from then-Mayor Harris the request for a cure period and other in-depth financial comments that were not clear to her.

Ms. Schreiner explained a cure period is a legal term for what is essentially a grace period.

Ms. Gehringer noted where she stands on the factors of the payment plan policy:

- Elmwood should submit 75% of the payments on payment plans quarterly.
- She reminded the Board the payment plan was initiated by Elmwood, so, with all due respect, quarterly accounting of the payments made is not that much more work.
- She does not agree, and she believes the City Commission also does not agree, that remittance of the City's 75% should be deferred until the purchasers make final payment.
- Refunding 50% of money paid on contracts which are not honored is consistent with the lot resale policy.
- In perspective, not everyone is buying a plot on a payment plan. Only a small number of people chose that option. If and when the payment plan policy is made official the number of payment plans is not going to increase discernably.
- When she wrote the initial draft of a policy, she took it from acceptable standards from other cemeteries offering payment plans, deleting a lot of the details and reporting requirements.
- She agrees a grace period should be offered.
- She does not agree that all the money on account goes to the particular plot needed for burial because these plot(s) are being held. Plots are being kept off the market that could otherwise be sold.
- She is not adverse to keeping 20% on each plot and using the funds above that amount to pay off a plot needed for burial.

In response to a question from Ms. Peterson, Cheri Arcome, representing Elmwood, explained how Elmwood administers payment plans:

- The 20% down payment is not applied to each plot equally.
- If there is \$3,000 on account, one plot may be used for burial. As long as the family keeps making payments, the contract is paid off in 24 months so it is not considered an issue.
- Elmwood does not address the greater financial arrangements at the time of a death, when a family is grieving, as long as the needed plot is paid for in full and the burial fee is paid. Instead, the family is contacted 30 days after the burial to discuss any payments still owing.
- She explained that families are in a time of crisis when making burial arrangements. Often a widow has not handled the finances and may not know where the checkbook is or how to make payments. One of the biggest concerns for a family member at the time is that they might lose their space next to their spouse.

Ms. Arcome clarified for Ms. Peterson that families on a payment plan are given a payment book and are mailed a statement monthly. She confirmed that families are well informed by Elmwood as to when payments are due, how much has been paid and the balance owed. As of the end of the third calendar quarter, there are 15 statements being mailed each month.

Ms. Gehringer said she had a different perspective after Ms. Arcome's explanation of the current procedure. She noted Elmwood's method is more compassionate than what I was suggesting. When families are in a time of crises it is harsh to say we are keeping 20%.

Ms. Suter and Ms. Schreiner explained how long probate can take and how long accounts can be frozen.

Ms. Gehringer commented that the Board has spent a year and a half on the policy, going around and around, changing their minds, then going back and changing their minds the other way. She suggested that payment plans be discontinued moving forward for simplicity's sake. She noted there are a small number of people choosing the payment plan option in comparison with the overall population and with the number of graves in the cemetery. Ms. Gehringer also expressed concern that when the policy is once again presented to the City Commission the Board will be going back and forth again.

Ms. Arcome reported that 85% of purchasers pay in full up front.

Ms. Arcome indicated Elmwood, as the City's contractor, is amenable to whatever direction Birmingham chooses in regards to payment plans.

Mr. Stern believed payment plans should continue to be offered because of the high cost of a plot in Greenwood. He noted many municipalities around the state are selling plots for around \$500, and at that price point he understands those communities not offering a payment plan. Mr. Stern commented that with the high price at Greenwood a payment plan is a compassionate thing to do, and it serves the citizens of Birmingham and the general area. He advocated finishing the policy and submitting it to the City Commission.

Ms. Suter commented that simplifying makes things better for everyone, and she said that people have other sources for money such as bank loans or personal loans from family. Ms. Suter was in favor of phasing out payment plans.

MOTION: Motion by Ms. Peterson, seconded by Ms. Suter:
To recommend to the City Commission that no new payment plans for the purchase of Greenwood Cemetery plots will be entered into effective January 1, 2019, and that current payment plans will be continued to their conclusion.

VOTE: Yeas, 4
 Nays, 2 (Schreiner, Stern)
 Absent, 1

Ms. Gehringer commented that if the City Commission does not accept the Board's recommendation she hopes they will give the Board better direction as to exactly what they are looking for.

As approved by GCAB on October 5, 2018

IX. LOT SALES - PAYMENT PLAN POLICY

A payment agreement may be entered into to allow for the purchase price of a plot(s) to be paid over a period of time not to exceed 24 months and the period provided to cure a default. A copy of this Payment Plan Policy shall be attached to all installment payment agreements and shall be provided to the Purchaser.

Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments per plot for the payment period. Such payment agreements shall be interest free. If the Purchaser is buying more than 1 plot, prepayments shall be allocated equally to all plots being purchased. There shall be no prepayment penalty to the Purchaser.

A plot being purchased under a payment agreement may not be used for interment until the full purchase price has been paid.

If multiple plots are included in the purchase agreement, the monthly payment in question shall be equally allocated to each plot. In the event interment is needed, the plot to be used must be fully paid before interment can take place. This will require an additional payment to fully payoff the plot in question. The remaining plots shall continue on the installment payment basis until all plots are paid in full or the agreement is otherwise terminated. Neither the cemetery, nor the plot owners shall transfer any funds, or credit any prior payments for other plots for this purpose.

In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.

For purchase agreements initiated after (*effective date*), failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and all monies paid to date.

The Greenwood Cemetery Perpetual Care Fund will receive 75% of the sale price for each plot sold under a payment agreement at the time of each payment, or upon the expiration date of the purchase agreement, plus the cure period, whichever occurs first.

MEMORANDUM

TO: JOSEPH VALENTINE

FROM: L. F. SLOANE, CHERI ARCOME

SUBJECT: GREENWOOD CEMETERY PAYMENT POLICY

DATE: OCTOBER 22, 2018

As you requested, we have reviewed the current draft of the payment policy as proposed and we have some suggestions for modifications.

In general, we believe, as you do, that a written policy for time payments for burial spaces purchased in Greenwood Cemetery is appropriate. The policy, in our view, should be as simple as possible and be accommodating. The client family selecting burial rights in Greenwood Cemetery is dealing with an emotional purchase. Often the family member is in poor health. Our client services approach is to present the selection process sensitively and to be accommodating.

We have been selling spaces for the past three years plus. About 15% of the spaces purchased have been or are being paid over time. So 85% of the purchasers pay in full at the point of sale. We have had no problems during this time period.

When a lot is purchased and paid in full, we provide all the records relating to that family to the City in the City Clerk's office as a physical record. We send 75% of the purchase price to the City and this becomes the financial record. Currently, while time payments are being received, no permanent record is filed with the City. This is a very simple, clean way to address this issue.

If we change this process going forward, the Clerk's office will need to be responsible to keep records of the payments until the contract is paid in full and be prepared to undo the records if, for whatever reason, the purchase agreement is not fulfilled.

We have no issue with a minimum of a 20% down payment and a maximum term of 24 months. This is reasonable and accommodating. When a client family pays in full, we see no reason to have the payment policy given to the purchaser or affixed to the contract. This is unnecessary paperwork and unneeded explanations.

Where a client fails to honor the contract or where, during the payment period, the family has a change in circumstance, we don't feel it is appropriate to retain all of his or her payments as liquidated damages. We would prefer to have flexibility to help and accommodate the family. This should not be simply about the money in our view and it is not at our other locations. If we do not record this as a sale of record until it is paid

in full as we are now, this is not an issue for the City at all--simple, accommodating and the spaces sold would be returned to inventory.

We agree the burials should not occur until the spaces purchased over time are paid in full. We really see no reason to apply payment equally if two spaces are being purchased. If a couple experiences a death, we would want one space paid in full and the second space can be purchased with an additional 20% deposit. The client family can easily understand this math even under the emotional distress of the loss of a spouse.

We have provided the City Clerk with a list of contracts currently on time payment plans. We would expect any policy adopted to apply to future purchases only.

Please advise me if you wish to discuss any of this issue further.

Thank you.

Contractor's report distributed at January 9, 2015 meeting of GCAB

Contractor
Report
1/9/15

AVAILABLE SPACES: UNSOLD

SECTION E	1	Full Casket Grave
	20	Cremation Graves
SECTION G	10	Full Casket Graves
	16	Cremation Graves
SECTION H	1	Full Casket Grave
	20	Cremation Graves
SECTION O	<u>14</u>	Full Casket Graves
	82	TOTAL

Additional unplotted areas can be plotted for sale but have not yet been fully researched.

TOTAL SALES	\$21,250.00	(100%)
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Currently, sales of available spaces are permitted where a death has occurred. This total represents seven space sales. Distributions to the City are made quarterly, now that the Endowment Fund account has been established by ordinance, on lot sales upon payment in full by the purchaser.

MEMORIALS 13



IX. LOT SALES - PAYMENT PLAN POLICY

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Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments per plot for the payment period. Such payment agreements shall be interest free. ~~If the Purchaser is buying more than 1 plot, prepayments shall be allocated equally to all plots being purchased.~~ There shall be no prepayment penalty to the Purchaser.

A plot being purchased under a payment agreement may not be used for interment until the full purchase price has been paid.

~~If multiple plots are included in the purchase agreement, the monthly payment in question shall be equally allocated to each plot. In the event interment is needed, the plot to be used must be fully paid before interment can take place. This will require an additional payment to fully payoff the plot in question. The remaining plots shall continue on the installment payment basis until all plots are paid in full or the agreement is otherwise terminated. Neither the cemetery, nor the plot owners shall transfer any funds, or credit any prior payments for other plots for this purpose.~~

In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.

For purchase agreements initiated after (*effective date*), failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and 50% of all monies paid to date.

The Greenwood Cemetery Perpetual Care Fund will receive 75% of the sale price for each plot sold under a payment agreement at the time of each payment, ~~or upon the expiration date of the purchase agreement, plus the cure period, whichever occurs first~~ final payment.

IX. LOT SALES - PAYMENT PLAN POLICY

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A plot being purchased under a payment agreement may not be used for interment until the full purchase price of the plot has been paid.

In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.

For purchase agreements initiated after December 10, 2018, failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and 50% of all monies paid to date.

The Greenwood Cemetery Perpetual Care Fund will receive 75% of the sale price for each plot sold under a payment agreement at the time of final payment.

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION
SPECIAL LAND USE PERMIT & FINAL SITE PLAN

Meeting Date, Time, Location:	Monday, January 14, 2019 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location of Request:	263 Pierce – Elie’s Mediterranean Cuisine
Nature of Hearing:	To consider the Special Land Use Permit & Final Site Plan to reflect an ownership change and consider authorizing the Chief of Police to sign the MLCC Police Investigation associated with the ownership change.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice Requirements:	Mailed to all property owners and occupants within 300 feet of subject address. Publish December 16, 2018
Approved minutes may be reviewed at:	City Clerk’s Office

Persons wishing to express their views may do so in person at the hearing or in writing addressed to City Clerk, City of Birmingham, 151 Martin, Birmingham, MI 48009.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

DATE: January 4, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director
Mark H. Clemence, Chief of Police

SUBJECT: SLUP Amendment – 263 Pierce – Elie’s Mediterranean Cuisine

INTRODUCTION:

Elie’s Mediterranean Cuisine, an existing bistro located at 263 Pierce in Downtown Birmingham, is requesting to amend the current Special Land Use Permit (SLUP) to reflect a change in ownership. The restaurant’s design, menu and functions will not be altered as a result of this ownership change.

The Police Department received the request from the Law Offices of Adkison, Need, Allen, and Rentrop regarding a transfer of membership interest from Elie’s, and has received the initial fee of \$1,500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code. The Police Department conducted a background check on Elie Mondalek. Elie Mondalek was checked using the Law Enforcement Information Network (LEIN), the Court’s Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLN). Elie Mondalek has no negative law enforcement contacts.

The ownership changes also resulted in the transfer of stock shares from Tracy Mondalek to Elie Mondalek pursuant to a Consent Judgement of Divorce and Settlement Agreement, which was approved by the MLCC on September 26th, 2018, making Elie Mondalek the sole stockholder for Elie’s.

BACKGROUND:

The applicant is proposing a change to the ownership of the bistro and the corresponding liquor license, thus an amendment to the SLUP is required. One of the two existing owners is transferring 100% ownership to the other.

LEGAL REVIEW:

The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:

The SLUP amendment has no fiscal impact on the City.

SUMMARY

Elie’s Mediterranean Cuisine, an existing bistro located at 263 Pierce in Downtown Birmingham, is requesting to amend the current Special Land Use Permit (SLUP) to reflect a change in

ownership. The restaurant's design, menu and functions will not be altered as a result of this ownership change.

ATTACHMENTS:

- Proposed SLUP Amendment
- Letter – Adkinson, Need, Allen, & Rentrop
- Executed Special Land Use Permit Application
- Executed contract for transfer of a liquor license
- Executed Outdoor Café License Agreement
- Quit Claim Deed
- Insurance Documents
- Elie's Mediterranean Cuisine, Inc. – Application Liquor License Investigation
- MLCC Stock Transfer Investigation Notice Letter
- City Commission Memorandum – Police Department

SUGGESTED RESOLUTION:

To approve a Special Land Use Permit Amendment for 263 Pierce – Elie's Mediterranean Cuisine to reflect an ownership change from Tracey and Elie Mondalek to Elie Mondalek as sole owner.

AND

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC1800) and to approve the liquor license request of Elie's Mediterranean Cuisine, Inc. that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) located at 263 Pierce, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Elie's Mediterranean Cuisine, Inc. approving the liquor license transfer request of Elie's Mediterranean Cuisine, Inc. that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 263 Pierce, Birmingham, Oakland County, MI 48009.

**ELIE'S MEDITERRANEAN BISTRO
263 PIERCE STREET
SPECIAL LAND USE PERMIT
2019**

- WHEREAS, Elie's Mediterranean Cuisine filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to transfer ownership of the bistro as defined in Article 9, section 9.02 of Chapter 126, Zoning, of the City Code from the current owners Tracy and Elie Mondalek, to Elie Mondalek, as sole owner;
- WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of Pierce Street between Martin and Merrill;
- WHEREAS, The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit;
- WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;
- WHEREAS, The Planning Board on July 22, 2009 reviewed the application for a Special Land Use Permit and recommended approval with the following conditions:
- (1) The applicant clarify that business hours are to remain the same;
 - (2) The applicant enter into a revised license agreement with the City for the use of the public right-of-way, and provide the required insurance.
 - (3) The applicant sign a revised Bistro Contract;
 - (4) The applicant appear before the City Commission for revised final site plan and SLUP amendment review;
 - (5) The applicant comply with requests of City Departments.
- WHEREAS, The Historic District Commission approved the exterior design changes and the proposed outdoor dining design and layout on July 15, 2009;
- WHEREAS, The applicant is required to obtain an amended Outdoor Dining License from the City Clerk's office for the proposed outdoor dining;
- WHEREAS, The applicant has complied with all other conditions for approval as recommended by the Planning Board on July 22, 2009;
- WHEREAS, The Birmingham City Commission has reviewed Elie's Mediterranean Cuisine Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;
- NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions

below, and that Elie's Mediterranean Bar/Grill application for a Special Land Use Permit authorizing the operation of a bistro at 263 Pierce in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

1. Elie's Mediterranean Bar/Grill shall abide by all provisions of the Birmingham City Code;
2. The Special Land Use Permit Amendment may be canceled by the City Commission upon finding that the continued use is not in the public interest;
3. The hours of operation for outdoor dining shall cease at 12:00 a.m.;
4. Elie's Mediterranean Bar/Grill shall provide for the removal of disposable materials resulting from the operation and maintain the area in a clean and orderly condition by providing the necessary employees to guarantee this condition, and by the placement of a trash receptacle in the outdoor seating area;
5. Elie's Mediterranean Bar/Grill shall maintain a license agreement for use of the public right-of-way with the appropriate insurance certificates; and
6. Elie's Mediterranean Bar/Grill shall enter into a contract with the City outlining the details of the proposed bistro option.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Elie's Mediterranean Bar/Grill and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Elie's Mediterranean Bar/Grill to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

I, Cherilyn Mynsberge, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on January 14, 2019.

Cherilyn Mynsberge, City Clerk



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

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OF COUNSEL:
KEVIN M. CHUDLER
SARAH J. GABIS
LINDA S. MAYER

October 2, 2018

Via Hand Delivery with Copy to City via E-mail

Mr. Joseph Valentine
City Manager
City of Birmingham
151 Martin St.
Birmingham, MI 48012

Ms. Jana Ecker
Planning Director
City of Birmingham
151 Martin St.
Birmingham, MI 48012

Re: Request to Amend Bistro Contract and Special Land Use Permit for Elie's Mediterranean Cuisine, Inc.

Dear Mr. Valentine and Ms. Ecker:

Elie's Mediterranean Cuisine, Inc. (the "Company") is located at 263 Pierce St. The Company operates as a Bistro pursuant to a Bistro Contract and a Special Land Use Permit ("SLUP").

All of the stock of the Company is being assigned from Tracy Mondalek to Elie Mondalek. Our firm represents the Company.

There will be no changes to Elie's. The name, the concept, the layout, and the menu will remain the same. Therefore, the Company requests that the Bistro Contract and the SLUP be amended to reflect the change in stock ownership of the Company.

An application to transfer the stock ownership of the liquor license is being filed with the Birmingham Police Department shortly. The Company also applied to transfer ownership in the liquor license with the Michigan Liquor Control Commission (Request Id. No. 1807-09101).

Enclosed for the City's review are the following:

1. SLUP Application – Bistro;
2. Executed Bistro Contract;

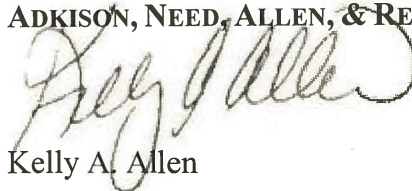
3. Executed Outdoor Dining Contract; and
4. Quit Claim Deed for Real Property.

Mr. Mondalek will deliver a check in the amount of \$200.00 to the Planning Division.

We ask that this matter be placed on a City Commission Agenda as soon as possible. If you have any questions or need any further information, please do not hesitate to contact me. As always, thank you for your attention and hard work.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

KAA/kjf
Enclosures



CITY OF BIRMINGHAM
Date 10/08/2018 1:36:06 PM
Ref 00152938
Receipt 450346
Amount \$200.00

Special Land Use Permit Application - Bistro Planning Division

1. Applicant

Name: ELIE'S Mediterranean Cuisine Inc.
Address: 263 Pierce Street Birmingham, MI. 48009
Phone Number: 248-647-2420
Fax Number: 248-647-0712
Email Address: EMONDALEK@AOL.COM

Property Owner

Name: Gladys Duffy Pew GST Exemption Trust w/a/d 9/16/76
Address: 339 Main Street, Rochester, MI. 48307
Phone Number: _____
Fax Number: _____
Email Address: _____

2. Applicant's Attorney/Contact Person

Name: Kelly Allen
Address: 39572 Woodward, Suite 222, Bloomfield Hills 48304
Phone Number: 248-540-7400
Fax Number: 248-540-7401
Email Address: KALLEN@ADKISONNEED.COM

Project Designer/Developer

Name: [No changes]
Address: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

3. Required Attachments

- Warranty Deed with legal description of property
- Floor Plan of Bistro Operation
- Proof of ability to finance the proposed project
- Required fee (see Fee Schedule for applicable amount)
- Photographs of existing site and buildings
- Completed Checklist
- Certified Land Survey
- Samples and/or specification sheets of all materials to be used
- Landscape Plan showing all existing and proposed elements

- License Agreement
- Proof of Insurance
- Signed Contract
- Fifteen (15) folded copies of plans including color elevations showing all materials and an itemized list of all changes for which approval is requested with the changes marked in color
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation
- Catalog sheets for all proposed lighting & outdoor furniture

4. Project Information

Address/Location of Property: 263 Pierce Street
Birmingham, MI. 48009
Name of Bistro: Elie's Mediterranean Grill & Bar
Sidwell #: 19-36-201-009
Current Use: Restaurant (A2 ASSEMBLY)
Proposed Use: Restaurant (A2 ASSEMBLY)
Area in Acres: .051
Current Zoning: B-4
Zoning of Adjacent Properties: B-4
Is there a current SLUP in effect for this site: Yes.

Name of Historic District site is in, if any: N/A
Date of HDC Approval, if any: N/A
Date of Application for Preliminary Site Plan: N/A
Date of Preliminary Site Plan Approval: N/A
Date of Application for Final Site Plan: N/A
Date of Final Site Plan Approval: N/A
Date of Revised Final Site Plan Approval: N/A
Date of Final Site Plan Approval: N/A
Date of DRB approval, if any: N/A
Date of Last SLUP Amendment: N/A

5. Details of the Nature of Work Proposed (Site plan & design elements)

No changes.

6. Buildings and Structures existing on site

Number of Buildings on site: ONE
Height of Building & # of stories: ONE STORY

Use of Buildings: RESTAURANT /A2 ASSEMBLY
Height of rooftop mechanical equipment: N/A

7. Floor Use and Area (in square feet)

Structures:

Restaurant Space: 2250 SQ.FT.
Office space: NONE
Total floor area: 2250 SQ. FT.

Retail space: N/A
Number of Residential Units: N/A
Rental or Condominium: N/A

8. Bistro Operation – No changes.

Number of Indoor Seats: _____
Number of Outdoor Seats: _____
Entertainment Proposed: _____
Years of Experience in Birmingham: _____
Previous LCC Complaints? _____
Tables provided along street façade: _____
Required front setback: _____
Required rear setback: _____
Required total side setback: _____

Type of Cuisine: _____
Bar Area: _____
Number of Seats at bar: _____
Years of Experience outside of Birmingham: _____
Full Service Kitchen? _____
Percentage of glazing proposed: _____
Proposed front setback: _____
Proposed rear setback: _____
Proposed total side setback: _____

9. Outdoor Dining Facility – No changes.

Location (sidewalk right-of-way or on-street parking space): _____
Hours of operation: _____
Width of unobstructed sidewalk between door and café (5' required): _____
Platform proposed: _____
Trash receptacles: _____

Number of tables/chairs: _____
Material of tables/chairs: _____
Table umbrellas height and material: _____
Number and location of parking spaces: _____
Screenwall material: _____
Enclosure material: _____

10. Required and Proposed Parking

Number of parking spaces: N/A
Location of off site parking: N/A
Screenwall material: N/A

Location of parking spaces: N/A
Shared Parking Agreement: N/A
Height of screenwall: N/A

11. Landscaping

Location of landscape areas: N/A

Proposed landscape material: N/A

12. Streetscape – No changes.

Sidewalk width: _____
Number of benches: _____
Number of planters: _____
Number of existing street trees: _____
Number of proposed street trees: _____
Streetscape Plan submitted: _____

Description of benches or planters: _____

Species of existing street trees: _____
Species of proposed street trees: _____

13. Loading – No changes.

Required number of loading spaces: _____
Location of loading spaces on the site: _____

Proposed number of loading spaces: _____

14. Mechanical Equipment

Ground Mounted Mechanical Equipment:

Number of ground mounted units: N/A
Size of ground mounted units (LxWxH): N/A

Location of all ground mounted units: N/A

Screenwall material: N/A

Height of screenwall: N/A

Rooftop Mechanical Equipment:

Number of rooftop units: N/A
Type of rooftop units: N/A

Location of all ground mounted units: N/A
Size of rooftop units (LxWxH): N/A

Screenwall material: N/A

Height of screenwall: N/A

Location of screenwalls: N/A

Percentage of rooftop covered by mechanical units: N/A

Distance from units to rooftop units to screenwall: N/A

15. Lighting – No changes.

Number of light standards on building: _____
Size of light fixtures (LxWxH): _____
Maximum wattage per fixture: _____
Parking lot lighting: _____

Type of light standards on building: _____
Height from grade: _____
Proposed wattage per fixture: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan or Special Land Use Permit. The undersigned further states that they have reviewed the procedures and guidelines for site plan review and Special Land Use Permits in Birmingham and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Owner: Stephen E. Pew

Date: 10/5/18

Print Name: Stephen E. Pew

Co-Trustee of the Gladys D. Pew GST-Exempt Trust

Signature of Applicant: [Signature]

Date: 10/2/18

Print Name: ELIE MONDALEK

Signature of Architect: _____

Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____
Date of Approval: _____ Date of Denial: _____ Accepted by: _____



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: ELIE'S MEDITERRANEAN CUISINE INC. Case #: _____ Date: 05/30/2007

Address: 263 PIERCE STREET Project: Elie's Mediterranean Grill and Bar – Bistro

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full site plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ____ 1. Name and address of applicant and proof of ownership;
- ____ 2. Name of Development (if applicable);
- ____ 3. Address of site and legal description of the real estate;
- ____ 4. Legend and notes, including a graphic scale, north point, and date;
- ____ 6. A separate location map;
- ____ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ____ 8. A list of all requested elements / changes to the site plan;
- ____ 9. Any changes requested marked in color on the site plan and on all elevations of any building(s);
- N/A_ 10. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ____ 11. Existing and proposed utilities and easements and their purpose;
- N/A_ 12. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preservable trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ____ 13. General description, location, and types of structures on the site;
- ____ 14. Details of existing or proposed lighting, signage and other pertinent development features;
- N/A_ 15. A landscape plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ____ 16. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- _____ 17. Name and address of applicant and proof of ownership;
- _____ 18. Name of Development (if applicable);
- _____ 19. Address of site and legal description of the real estate;
- _____ 20. A separate location map;
- _____ 21. Legend and notes, including a graphic scale, north point, date and all relevant dimensions;
- _____ 22. Color elevation drawings showing the proposed design for each façade of the building;
- _____ 23. Itemized list of all materials to be used, including exact size specifications, color, style, and the name of the manufacturer; and
- N/A _____ 24. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- _____ 25. Details of existing or proposed lighting, signage and other pertinent development features;
- _____ 26. A list of any requested design changes;
- _____ 27. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometry analysis of all exterior lighting fixtures showing light levels to all property lines; and
- _____ 28. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

CONTRACT FOR TRANSFER OF A LIQUOR LICENSE
(BISTRO)

This Contract is entered into this ____ day of _____, 2018, by and between Elie's Mediterranean Cuisine, Inc., whose address is 263 Pierce Street (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

RECITALS:

WHEREAS, Licensee wishes to transfer the stock ownership of its liquor license from Tracy Mondalek to Elie Mondalek; and

WHEREAS, Licensee desires to enter into this Contract as an inducement to the **CITY OF BIRMINGHAM** to approve the request of the aforementioned transfer of the liquor license; and

WHEREAS, the **CITY OF BIRMINGHAM** is relying upon this Contract in giving its approval to the transfer of the on-premises licenses as described herein.

NOW, THEREFORE, the parties agree as follows:

1. Licensee shall be permitted to transfer the stock ownership of its liquor license from Tracy Mondalek to Elie Mondalek. Any transfer of the aforementioned license from the Property to any other location in the **CITY OF BIRMINGHAM** shall require the approval of the Birmingham City Commission in accordance with Section 10- 83. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.
2. Licensee does hereby agree that it shall establish a bistro, as defined in Birmingham City Code Chapter 126, Zoning, Article 9, section 9.02, at the Property.
3. Licensee further acknowledges that it must secure a special land use permit for a bistro as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the special land use permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the special land use permit or the Michigan Liquor Control Code is a violation of the terms of the contract entitling the City to exercise any or all of the remedies provided herein.
4. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.
5. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future

Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

6. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

7. Licensee agrees that its failure to follow any of the provisions herein shall be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the special land use permit, either of which would prohibit Licensee from operating the bistro. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the special land use permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the special land use permit, as well as enforcing such other rights as may be available at law and/or in equity.

8. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of a bistro at the Property.

9. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

10. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory 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 dispute resolved by compulsory 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.

11. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

13. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

ELIE'S MEDITERRANEAN CUISINE, INC.

By: 
Elie Mondalek

Its: President

Date: 10/4/18

CITY OF BIRMINGHAM

By: _____
Patricia Bordman, Mayor

Date: _____

By: _____
Cherilynn Mynsberge, Clerk

Date: _____

OUTDOOR CAFÉ LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this ____ day of _____, 2018, by and between the CITY OF BIRMINGHAM, a municipal corporation of 151 Martin Street, Birmingham, Michigan hereinafter called "BIRMINGHAM" and Elie's Mediterranean Cuisine, Inc., a Michigan Corporation, Birmingham, Michigan, hereinafter called "LICENSEE".

WHEREAS, Licensee is a tenant of property located at 263 Pierce Street, described as Parcel #19-36-201-009, and 99-01-930-115

WHEREAS, Licensee wishes to place tables and chairs immediately adjacent to its leased premises on property owned by the City of Birmingham, and

WHEREAS, the Birmingham Planning Board has reviewed and approved a site plan for Licensee to permit the placement of 14 tables and 28 chairs in the front pursuant to Section 4.44 of the Birmingham City Code, and

WHEREAS, Birmingham has determined that the 14 tables and 28 chairs will not interfere with the general public use of public property, and

WHEREAS, the parties intend by this License Agreement to license the placement of tables and chairs on public property under the terms and conditions provided herein.

IT IS THEREFORE AGREED as follows:

1. Birmingham licenses and authorizes the Licensee to place 14 tables and 28 chairs in the public sidewalk at the location specified in a plan dated _____, which plan was approved by the Planning Board and is incorporated herein by reference. If the outdoor dining is in connection with a bistro operation, a bistro contract is required.
2. It is mutually acknowledged that this License Agreement is intended as a license to use public property regulated and controlled by Birmingham, and Licensee must comply in all respects with the terms and conditions of the site plan approved _____, and with all procedures and other items set forth in the ordinances of Birmingham.
3. To the fullest extent permitted by law, the Licensee agrees to defend, pay on behalf of, and hold harmless the City of Birmingham, its elected and appointed officials, all employees and volunteers working on behalf of the City of Birmingham, its boards, commissions, and/or authorities, including employees and volunteers thereof, against any claims, demands, suits, loss, including all costs and reasonable attorney fees connected therewith, for any damages which may be asserted or recovered against or from the city, its elected and appointed officials, all employees and volunteers working on behalf of the City, its boards, commissions, and/or authorities, including employees and volunteers thereof, 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 with this Agreement, including the operations, acts, errors or omissions of the Licensee in performing this License Agreement and any acts, errors or omissions by its officers, agents, employees, workmen or independent contractors, whether arising in whole or in part from such acts or omissions.
4. The Licensee, and each of its independent contractors, shall procure and maintain at all times during the duration of the Agreement, the following minimal available insurance coverage subject to the conditions indicated. All coverages shall be with insurance

companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham:

- A. Workers' Compensation Insurance: Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with all acceptable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Commercial General Liability Insurance on an occurrence basis with the limits of liability of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for Combined Single Limit Personal Injury and Property Damage, and shall include Independent Contractor's Coverage and Broad Form General Liability coverages.
 - C. Liquor Liability Insurance (if liquor is to be served): Liquor Liability Insurance on an occurrence basis with limits of liability of not less than \$1,000,000 per occurrence. Such a policy shall include an endorsement to, or a notation on, the insurance certificate that extends coverage to include service outside of the licensed premises to all areas where alcohol is served or consumed.
 - D. Additional Insured: Commercial General Liability Insurance (and Liquor Liability Insurance, if applicable) shall name the City of Birmingham as additional insured for all activities connected with this Agreement and shall include an endorsement stating the following as: "Additional Insureds": The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributory or excess. The authorized representative of the insurance carrier acknowledges that it has read the insurance provisions of the agreement between the city of Birmingham and the insured."
 - E. Cancellation Notice: Thirty (30) days advance written notice of cancellation, non-renewal, reduction of material change in coverage, will be provided to the City of Birmingham by the insurance carrier.
 - F. Proof of Insurance: The Licensee shall provide the City of Birmingham certificates and/or policies as listed below:
 - i. Two (2) copies of Certificate of Insurance for coverages specified in A, B, C, D and E above;
 - ii. If so requested, certified copies of all policies mentioned above.
5. Licensee shall pay to Birmingham a license fee of \$200 for each month April 1st to November 15th during which it places the tables and chairs on public property. Each month's fee shall be paid in advance no later than the 5th day of that month. The failure to pay timely may result in a late fee or revocation of this License Agreement. In addition, Licensee will be responsible for all real and personal property taxes that may result from this License Agreement.
6. Licensee shall be responsible for the upkeep and maintenance of the licensed area. Should any City Property be damaged as a result of Licensee's outdoor dining activities, Licensee shall promptly make all necessary repairs at Licensee's sole expense. Licensee acknowledges that any private use of the public property not specifically authorized by this

License Agreement is prohibited

7. Licensee shall maintain an unobstructed sidewalk width as required by the Planning Board.
8. Licensee shall cease outdoor activities at the close of business. Outdoor dining is not permitted past 12:00 AM. If the outdoor dining area is immediately adjacent to any single-family or multiple family residential district, all outdoor activity must cease at the close of business or 10:00 P.M., whichever is earlier.
9. If Licensee is seeking to install a platform at least partially located on a City street or parking area, the following additional terms and conditions apply:
 - A. The Licensee acknowledges that the platform to be installed will disrupt the normal path of the City street sweeper. The street sweeper will not be able to reach the street and gutter pan for an area of approximately 80 square feet on both sides of the platform. The Licensee will be responsible for sweeping this area by hand on a daily basis to match the upkeep of the rest of the street.
 - B. The Licensee acknowledges that the platform will make a portion of the gutter drainage system for the street inaccessible. At any time when an obstruction is present in the gutter drainage system underneath the platform such that standing water is resulting upstream of the platform, the Licensee shall employ whatever means necessary to move the obstruction to restore the operation of the drainage system. Should the Licensee fail to do so, the City shall notify the Licensee of his/her need to address this matter within 24 hours in writing. If Licensee continues not to respond or if the Licensee fails to remove the obstruction, the City shall have the right to direct City labor and equipment needed to resolve the matter, with all costs (plus 15% administration fee) being invoiced to the Licensee.
 - C. The Licensee acknowledges that the platform will be partially placed on a City street. At some time in the future, the City will need to schedule the street for repaving. In order to get competitive bids for this work, the City must allow its contractor the option to schedule the work over a period of as much as three months. The City Engineer agrees to notify the Licensee prior to the paving season (which coincides with the period of time the platform would be in place) when such work is planned on the relevant street. The Licensee agrees to defer installation of the platform until after the street paving is complete, and authorization to do so has been received by the City Engineer.
 - D. The Licensee acknowledges that the platform will be partially placed on a City sidewalk. At some time in the future, the City will be in the immediate area repairing City sidewalks to ensure the safety of the public. Inspections of sidewalks can generally occur when the platforms are not present, but repairs need to occur during the paving season, (which may coincide with the period of time the platform would be in place). If the Engineering Dept. determines that there are sidewalk repairs needed in the area of the platform, and such repairs cannot be done in conjunction with the standard sidewalk repair contractor (who would be working in the area later in the season, the Licensee shall be put on notice that the sidewalk repairs shall be conducted and completed by the Licensee at their own expense prior to installation of the platform for that season. Once a sidewalk permit has been issued by the Engineering Dept., and the work has been completed with its supervision, the platform erection may begin.

- E. The Licensee acknowledges that the City is responsible for maintenance of the existing utility system that is under and adjacent to the subject platform area. It is possible that an emergency may arise that will require excavation under or near the area of the platform with short notice. Removal may also be necessitated if an excavation will cause nearby lanes of the road to be closed, which would then require the diversion of traffic in the area of the platform. The Licensee must be prepared to remove all or parts of the platform with 24 hours notice in the case of an emergency.
 - F. The Licensee must be prepared to remove the platform with 24 hours notice if requested by the City when deemed necessary when the health, safety, and welfare of the public will be potentially jeopardized.
 - G. Upon removal of Licensee's platform, Licensee shall repair any City property damaged as a result of the installation, use or removal of the platform. All repairs shall be made at Licensee's sole expense.
10. In addition to any remedies set forth above, the City may revoke this License Agreement and remove the outdoor dining furniture and dining platform, if any, at Licensee's cost, for failure to abide by the terms and conditions of this License Agreement. The City does hereby authorize the City Manager or his designee to exercise this power to revoke this License Agreement without further action by the City Commission. Any and all costs incurred by the City, including, but not limited to, removal of the dining furniture and/or platform, disposal, staff time and actual attorney fees, shall be paid by the Licensee. In the event such costs are not paid as provided by Birmingham City Code Section 1-14, then they may be transferred to the tax rolls in accordance with said Section of the Code.
11. The term of this License Agreement shall be for one (1) year provided. However, Birmingham may revoke and terminate this License Agreement at any time it determines that Licensee has violated any of the conditions of this License Agreement, the site plan, any special land use permit, bistro contract, or any ordinance of the City of Birmingham.
12. This License Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY OF BIRMINGHAM,
a municipal corporation

Cherilynn Mynsberge, City Clerk

LICENSEE:
Elie's Mediterranean Cuisine, Inc.



By: Elie Mondalek
Its: President and Sole Stockholder

172016109

3 9.00 DEED

3 1.00 REMOVAL/REVISION

15 MAY 97 0405 A.M.

QUIT CLAIM DEED

The Grantor Stephen E. Pew and NBD Bank, successor in interest to National Bank of Detroit, as Co-Trustees of the Gladys Duffy Pew Trust u/a/d September 16, 1976, as amended and restated, successors to Gladys Duffy Pew, as Trustee, under deed recorded at Liber 14745, Page 76, Oakland County Records on June 10, 1994,

whose address is Trust/Real Estate Administration, 900 Tower Drive, 4th Floor, Troy, Michigan 48098.

quit-claims to Stephen E. Pew and NBD Bank, as Co-Trustees of the Gladys Duffy Pew GST Exemption Trust u/a/d September 16, 1976, as amended and restated, FBO Stephen E. Pew,

whose address is Trust/Real Estate Administration, 900 Tower Drive, 4th Floor, Troy, Michigan 48098,

an undivided 1/3 interest in an undivided 61.8284081% interest in the following described premises situated in the City of Birmingham, County of Oakland, State of Michigan, to wit:

Lot 11, Assessor's Plat No. 24, according to the recorded Plat thereof, as recorded in Liber 54A of Plats, Page 72, Oakland County Records.

Tax Parcel No.: (19-36-202-001)

19-36-201-009

54A072

for no consideration. This transfer is exempt from County Real Estate Transfer Tax pursuant to MCL 207.505(a) and State Real Estate Transfer Tax pursuant to MCL 207.526(a).

Dated this 16th day of April, 1997.

Signed in presence of:

Signed by:

NBD Bank, successor in interest to National Bank of Detroit, as Trustee of the Gladys Duffy Pew Trust u/a/d September 16, 1976, as amended and restated and not otherwise

By: Glenn R. Brown

Name: Glenn R. Brown

Title: Vice President

Stephen E. Pew
Stephen E. Pew, as Co-Trustee of the Gladys Duffy Pew Trust u/a/d September 16, 1976, as amended and restated

Neil R. Davis
Print Name: Neil R. Davis

Candace J. Morrison
Print Name: Candace J. Morrison

Neil R. Davis
Print Name: Neil R. Davis

Candace J. Morrison
Print Name: Candace J. Morrison

O.K. - MJ

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

172016110

The foregoing instrument was acknowledged before me this 16th day of April, 1997, by Glenn R. Brown, the Vice President of NBD Bank, successor in interest to National Bank of Detroit, and Stephen E. Pew, as Co-Trustees of the Gladys Duffy Pew Trust u/a/d September 16, 1976, as amended and restated.

Drafted by and when recorded return to:
J. Thomas MacFarlane, Esq.
Clark Hill, P.L.C.
500 Woodward Avenue, Ste. 3500
Detroit, Michigan 48226-3435

Candace J. Morrison
Notary Public, Macomb County, Michigan
My commission expires: February 20, 2001
Candace J. Morrison
*acting in Oakland Co., MI

CANDACE J. MORRISON
NOTARY PUBLIC - MACOMB COUNTY MI
MY COMMISSION EXPIRES 02/2001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2018

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 Romanos Insurance Agency 5655 E 13 Mile Road Sterling Heights MI 48310		CONTACT NAME: Nahla Sakr PHONE (A/C, NO, EXT): 586-435-5438 FAX (A/C, NO): 586-435-5422 E-MAIL ADDRESS: romanosinsurance@gmail.com																						
INSURED US QUALITY INC 29265 AIRPORT DR ROMULUS MI 48174		<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Insurance</td><td>24082</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance	24082	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BKS58984278	07/18/2018	07/18/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			BAS58991752	07/18/2018	07/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWS58991752	07/18/2018	07/18/2019	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y	N/A					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Liquor Liability Coverage is included and up to policy Limit which is \$1,000,000.00 per Occurrence.

City of Birmingham, all elected & appointed officials, all employees & volunteers, all boards, commissions &/or authorities and their board members including employees & volunteers thereof and Additional Insured on the General & Liquor Liability as their interest may appear by contract. Liquor Liability extends to the outdoor dining for Elie's Restaurant under agreement with City of Birmingham. We will provide 30-day notice of cancellation, unless the policy is being cancelled for non-payment of premium.

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



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

July 12, 2018

Elie's Mediterranean Cuisine, Inc.
c/o Attorney Kelly Allen
(email: kallen@anafirm.com)

RID #1807-09101

Reference/Transaction: Transfer all stock interest in the 2015 licensing year by dropping existing stockholder Tracy Mondalek; and as a result new stockholder Elie Mondalek will hold 5,000 shares of stock, in conjunction with 2018 Class C and SDM licensed corporation (issued under MCL 436.1521 a (1) b non-transferable) with Sunday Sales Permit (PM), Specific Purpose Permit (Food), Entertainment Permit, Outdoor Service (2 Areas) located at 263 Pierce Street, Birmingham, MI. 48009, Oakland County.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Elie's Mediterranean Cuisine, Inc.

Business address and phone number: 263 Pierce St., Birmingham, MI. 48009, Oakland County (B) 248-647-2420

Home address and phone number of partner(s)/subordinates: Elie Mondalek, 1686 Lexington Dr., Troy, MI. 48084 (B) 248-647-2420 (C) 586-255-6118

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local

law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

jmm

cc: Birmingham City Council



MEMORANDUM

Police Department

DATE: October 3, 2018

TO: Joseph A. Valentine, City Manager
Jana Ecker, Planning Director

FROM: Chris Busen, Investigative Commander

APPROVED: Mark H. Clemence, Chief of Police

SUBJECT: Elie's Mediterranean Cuisine, Inc. ("Elie's") requests a transfer of membership interest in a Class C and SDM liquor licenses with Sunday sale (PM) and an Outdoor Service Permit located at 263 Pierce, Birmingham, Oakland County, Michigan, to be issued pursuant to MCL 436.1521(A)(1)(B).

INTRODUCTION:

The police department has received a request from the Law Offices of Adkison, Need, Allen, and Rentrop regarding a transfer of membership interest from Elie's Mediterranean Cuisine, Inc., located at 263 Pierce, Birmingham, Oakland County, MI 48009. Elie's Mediterranean Cuisine, Inc. has paid the initial fee of \$1,500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

BACKGROUND:

Elie's was issued a liquor license by the Michigan Liquor Control Commission ("MLCC") on March 21, 2008. At the time of licensure of Elie's both Elie Mondalek (holder of 1,250 shares) and Tracy Mondalek (holder of 5,000 shares) were stockholders. On October 20, 2008, the MLCC approved a stock transfer to drop Elie Mondalek as a stockholder. As of November 2008, Tracy Mondalek was the sole stockholder.

LEGAL REVIEW:

Non-applicable

FISCAL IMPACT:

Non-applicable

SUMMARY:

Pursuant to a Consent Judgement of Divorce and Settlement Agreement, Tracy Mondalek transferred her 5,000 shares of stock in Elie's to Elie Mondalek.

On September 26 2018, the MLCC approved the application to transfer the 5,000 shares from Tracy Mondalek in Elie's to Elie Mondalek. Elie Mondalek is now the sole stockholder of Elie's. There will be no change in the operation of the business. The current percentage of interest is as follows:

Member

Percentage of Interest

Elie Mondalek.....100%

A background check was conducted on Elie Mondalek. Elie Mondalek was checked using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLN). Elie Mondalek has no negative law enforcement contacts.

ATTACHMENTS:

Non-Applicable

SUGGESTED RESOLUTION:

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Elie's Mediterranean Cuisine, Inc. that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) located at 263 Pierce, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Elie's Mediterranean Cuisine, Inc. approving the liquor license transfer request of Elie's Mediterranean Cuisine, Inc. that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 263 Pierce, Birmingham, Oakland County, MI 48009.

DATE: January 4, 2019

TO: Joseph A. Valentine, City Manager

FROM: Benjamin I. Myers, HR Manager

SUBJECT: City Commission Consideration of Birmingham Firefighters Association September 18, 2018 Grievance

I have attached a request by the Birmingham Firefighters Association Local 911 for City Commission consideration of the grievance of September 18, 2018. A copy of the grievance procedure up to this point has been provided under separate cover.

Step four (4) of the grievance procedure contained in the current Collective Bargaining Agreement provides that the City Commission may:

1. Render a decision on the grievance with or without a hearing of the grievance; or,
2. Waive consideration of the grievance.

Should the City Commission waive consideration, or render a decision which the Union finds to be unsatisfactory, the Union may submit the grievance to binding arbitration.

If the City Commission elects to hear the grievance, a mutually agreeable hearing date would be established. Appearances would be made by the Union business agent and the City's labor counsel. In keeping with the previous practice, it is suggested that City general counsel Tim Currier would be designated to chair the hearing with regard to procedural matters.

If the City Commission elects to waive consideration of the grievance, the Union may then submit the grievance to binding arbitration.

SUGGESTED RESOLUTION:


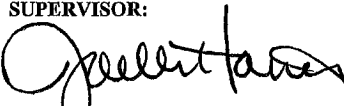
To schedule a hearing of the Birmingham Firefighters Association Local 911 grievance of September 18, 2018 on a mutually agreeable hearing date. Further, to designate City Counsel Tim Currier to chair the hearing for procedural matters.

- OR -

To waive consideration of the Birmingham Firefighters Association Local 911 grievance of September 18, 2018.

STANDARD GRIEVANCE FORM I.A.F.F., Local 911		<i>(Use additional pages for any section of this form, if necessary)</i>
NAME OF EMPLOYEE: Class Action – Local 911 Membership		GRIEVANCE NUMBER: 2018-002
STATION: Adams- 1	RANK:	ECONOMIC OR DISCIPLINARY:
REPRESENTED BY: Local 911	REPRESENTATIVE NAME: Jeff Scaife, President on behalf of Local 911	REP TELEPHONE: 586-588-5378

<p>DESCRIPTION OF GRIEVANCE:</p> <p>The Employer has violated, <i>inter alia</i>, Article _ Management Responsibility Number 6, and Maintenance of Conditions Article 76__ of the collective bargaining agreement and/or the enforceable past-practice of the parties in the following manner:</p> <p>The drastically changed Personal Appearance Policy, Number 102 modifies the status quo in such a way as to impact mandatory subjects of bargaining. It was issued without bargaining or the agreement of the Union.</p>
--

<p>RELIEF SOUGHT:</p> <p>Rescind Personal Appearance Policy #102 and return to the status quo ante. Make any and all affected bargaining unit members whole.</p>			
<p><i>I hereby authorize my representative to examine any appropriate official document, personnel record, or medical information which may be related to the grievance.</i></p>			
<p>EMPLOYEE SIGNATURE:</p> <p> ON Behalf of Local 911</p>		<p>DATE:</p> <p>12-7-18</p>	
STEP 4 SUBMITTED			
<p>SUPERVISOR:</p> <p></p>	<p>TELEPHONE:</p> <p>2453 5301807</p>	<p>ORAL PRESENTATION REQUESTED? (Y/N)</p> <p>YES</p>	<p>DATE RECEIVED BY OF BIRMINGHAM</p> <p>DEC 07 2018</p>

HUMAN RESOURCES

DATE: January 4, 2019
TO: Joseph A. Valentine, City Manager
FROM: Benjamin I. Myers, HR Manager
SUBJECT: City Commission Consideration of Birmingham Firefighters Association October 3, 2018 Grievance

I have attached a request by the Birmingham Firefighters Association Local 911 for City Commission consideration of the grievance of October 3, 2018. A copy of the grievance procedure up to this point has been provided under separate cover.

Step four (4) of the grievance procedure contained in the current Collective Bargaining Agreement provides that the City Commission may:

1. Render a decision on the grievance with or without a hearing of the grievance; or,
2. Waive consideration of the grievance.

Should the City Commission waive consideration, or render a decision which the Union finds to be unsatisfactory, the Union may submit the grievance to binding arbitration.

If the City Commission elects to hear the grievance, a mutually agreeable hearing date would be established. Appearances would be made by the Union business agent and the City's labor counsel. In keeping with the previous practice, it is suggested that City general counsel Tim Currier would be designated to chair the hearing with regard to procedural matters.

If the City Commission elects to waive consideration of the grievance, the Union may then submit the grievance to binding arbitration.

SUGGESTED RESOLUTION:

To schedule a hearing of the Birmingham Firefighters Association Local 911 grievance of October 3, 2018 on a mutually agreeable hearing date. Further, to designate City Counsel Tim Currier to chair the hearing for procedural matters.

- OR -

To waive consideration of the Birmingham Firefighters Association Local 911 grievance of October 3, 2018.

STANDARD GRIEVANCE FORM I.A.F.F., Local 911		<i>(Use additional pages for any section of this form, if necessary)</i>
NAME OF EMPLOYEE: Firefighter/ Paramedic Christopher Caton		GRIEVANCE NUMBER: 2018-003
STATION: Adams Station 1	RANK: Firefighter/ Paramedic	ECONOMIC OR DISCIPLINARY: Disciplinary
REPRESENTED BY: Local 911	REPRESENTATIVE NAME: Jeff Scaife, President	REP TELEPHONE: 586-588-5378

DESCRIPTION OF GRIEVANCE:

The Employer has violated, *inter alia*, Article __#7 under Management Responsibility of the collective bargaining agreement and/or the enforceable past-practice of the parties in the following manner:

On October 3, 2018 the Employer imposed upon Firefighter/ Paramedic Christopher Caton (Grievant) a two (2) duty day disciplinary suspension after a prior hearing on charges related to a tattoo policy dated August 29, 2018, specifically Policy Number 102, Article 5.1 Paragraph C, and City of Birmingham Employee Handbook, page 29, paragraph 2, Insubordination, and page 30, paragraph 16 "a claim that was untruthful and misleading to the Department in its investigation." The suspension is to be served on October 14th, 2018 and October 16th, 2018. Under circumstances of this case, this discipline is without just cause and excessive; and it is designed to be punitive rather than corrective.

RELIEF SOUGHT:

Make the Grievant whole in every way including, but not limited to, the removal of this discipline from his personnel record; the payment of all back wages withheld during any days the Grievant serves on suspension; payment of any and all fringe benefits for that period including, but not limited to, his DB Retirement and Retirement Health Care accounts being properly credited along with interest for all regularly required contributions; and any other accruals which may have been withheld.

I hereby authorize my representative to examine any appropriate official document, personnel record, or medical information which may be related to the grievance.

EMPLOYEE SIGNATURE:

DATE:

12-7-18

STEP 4 SUBMITTED

SUPERVISOR:

TELEPHONE:

**ORAL PRESENTATION
REQUESTED? (Y/N)**

DATE RECEIVED

CITY OF BIRMINGHAM

DEC 07 2018

HUMAN RESOURCES



MEMORANDUM

Office of the City Manager

DATE: January 9, 2019
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Request for Closed Session

It is requested that the city commission meet in closed session to A) discuss an Attorney/Client communication pursuant to Section 8(h) of the Open Meetings Act; and B) review pending litigation in the matter of 2400 Lincoln, LLC pursuant to section 8(e) of the Open Meetings Act.

SUGGESTED RESOLUTION:

To meet in closed session to A) discuss an Attorney/Client communication pursuant to Section 8(h) of the Open Meetings Act; and B) review pending litigation in the matter of 2400 Lincoln, LLC pursuant to section 8(e) of the Open Meetings Act, MCL 15.261 – 15.275.

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

January 2, 2019

Craig Hall
1452 Buckingham Ave
Birmingham, MI 48009
Property ID: 20-30-354-002

Request

- Request City Commission modify City Ordinance to allow appeal of single family residence quarterly Storm Water Utility Fee (*business property can presently appeal*). Presently, the Storm Water Utility Fee billed to me quarterly by City is in direct conflict to City Ordinances 114-401(a) and 114-401(b).

Rationale

- On May 23, 2017, Chairman Lavoie of the Storm Water Board, stated that I have demonstrated that my property's runoff level is less than the Class C average that was used to establish my fee. City Engineer, Paul O'Meara confirmed on November 1, 2018, that my runoff calculations below are directionally correct.
- In 1998, the Michigan Supreme Court decided a case, Bolt vs. City of Lansing, which dealt with the City of Lansing using its water/sewer bills to raise revenue unrelated to the actual usage. **One of the factors the Court in Bolt determined is that the storm water disposal fee must be in proportion to the amount of water that enters the sewer system from each parcel.***
- My present Class C billing is in direct conflict to the Court's decision and also is in direct violation to Birmingham Ordinance Sec. 114-401 (a) that states "**All users shall pay a storm water utility fee proportional to the volume of storm water which is projected to discharge into the combined sewer system and storm water sewer system from their property.**"
- Additionally, Birmingham Ordinance Sec. 114-401 (b) states "the City Commission shall set storm water utility fees at a rate which will recover from each user its share of costs of the storm water sewer system attributable to the discharge of storm water from the users' property to the storm water system".
- I am being billed a Class C Storm Water Utility Fee although my property's actual Runoff Potential (RP) calculated by City formula is less than the Class A (RP) average (**Table Below/Exhibit I Attached**).
- City is now billing me Class C Storm Water Utility Fee of \$98.00 per quarter vs. Class B storm water utility fee of \$59.20/quarter and vs. Class A fee of \$41.50/quarter.
- Therefore, since my property's actual (RP) is less than both the Class A & B (RP) averages and I'm paying the higher Class C storm water utility fee, my storm water utility fee is **NOT proportional** to the volume of water projected to discharge from my property and this is a direct violation of City Ordinance 114-401(a).
- Also, I'm now being billed by City to pay a Storm Water Fee set at a (RP) approx. twice my actual (RP) – a fee clearly "more than my share" – therefore this billing is in direct violation of City Ordinance 114-401(b).
- All (RP) calculations in Table below and Exhibit I are made using the City endorsed Hubbell, Roth & Clark (HRC) Engineering Firm equation used to calculate storm water runoff estimates.

Table	<u>Ave RP</u>	<u>ESWU</u>	<u>Yr. Fee</u>	<u>Qtr. Fee</u>
Class C (0.251 to 0.500 acres / ave .3755)	6,714	1.6	\$381	\$98.00
Class B (0.126 to 0.250 acres)	4,317	1.0	\$238	\$59.20
My property (.26 acre using exact HRC formula)	3,835	0.89	\$381	\$98.00
Class A (0.125 acres or less)	3,166	0.7	\$166	\$41.50
My property (.26 acre w/*)	2,803*	0.65	\$381	TBD

(*) Note: 2,803 RP factors in that my roof gutter downspouts are not attached to the foundation drains and empty directly into pervious yard area. Therefore, this calculation uses the 0.15 runoff coefficient on my home/garage sq. footage vs. the 0.90 coefficient used in the HRC formula (HRC formula assumes roof downspouts connected to foundation drains for 90% impervious coefficient).

	#1	
	SFR CLASS B Std. Unit (sq. ft.)	SFR 1452 Buckingham (sq. ft.)
<u>Pervious Areas</u>		
Lawn, Landscaping		
<u>Impervious Areas (IA)</u>		
Asphalt/Concrete Drive	1,740	1,349
Concrete Walk	450	120
Building Roof/Patio/Deck	1,500	1,008
Garage Roof	625	368
IA =	4,315	2,845
<u>Total Area of Parcel (TA)</u>		
TA	7,200	11,344
<u>Runoff Potential (RP)</u>		
RP = $0.15(TA - IA) + 0.9(IA)$	4,316	3,835
<u>Equivalent Storm Water Unit (ESWU)</u>		
ESWU = $RP / (RP \text{ standard unit})$	1	0.89
ESWU =	1	0.89
RP standard unit	4,317	4,317
ESWU City Assigned	1	1.6
Runoff Potential City Assigned	4,317	6,714
Impervious % Total Parcel	60%	25%
Roof Gutter Drains Connected to Sewer	yes	no
<u>Factor in Disconnected Roof Drains (Home/Garage sq. ft. at .15 percolation factor vs. 0.9 percolation factor)</u>		
RP = $0.15(TA - IA) + 0.9(IA)$		2,803
ESWU = $RP / (RP \text{ standard unit})$		0.65
Note: Property dimensions accessed from https://gis.oakgov.com/PropertyGateway/Home.mvc (Exhibit II)		

ARTICLE VI. - STORM WATER UTILITY FEE

Sec. 114-400. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Combined sewer system: Public sewers, drains, ditches, roads and retention ponds used for collecting and transporting storm water and non-storm water in the city.

Director: The city engineer or such other person as the city manager may designate.

Equivalent storm water unit (ESWU): A subunit of measurement which relates the volume of storm water discharged from a lot based on the amount of total and impervious lot area, compared to the standard unit. The formula for an equivalent storm water unit (ESWU) is as follows:

$$1 \text{ ESWU} = (0.15 (\text{TAs} - \text{IAs}) + (0.90 (\text{IAs}))$$

where,

TAs = total area of standard unit;

IAs = impervious area of standard unit;

0.15 = runoff coefficient for pervious area;

0.90 = runoff coefficient for impervious area.

One ESWU in the city is equal to the average runoff potential of the standard unit.

Impervious lot area: Impervious area means a surface area that is resistant to permeation by surface water.

Industrial sites Those sites that contain industrial activities which require wastewater discharge permits as set forth in section 114-202 of this Code.

Nonstorm water: All flows to the combined sewer system not defined as storm water in section 114-199, or as determined by the director.

Pervious lot area: All land area that is not impervious. Pervious lot area equals the total lot area, minus the impervious lot area. Pervious lot area has a runoff coefficient equal to 0.15.

Runoff potential: The runoff potential from a property is based on hydrologic principles for calculating runoff that use both the impervious surface area and the pervious surface area. Runoff potential is measured in square feet using the following formula:

reasons:

- (1) The size of the lot has been miscalculated, or
 - (2) All or part of the storm water runoff drains to an open drainage course, such as a river, lake or creek, which affects the quantity of the storm water runoff generated that gets into the storm water sewer system.
- (e) An appeal under subsection (c) shall be heard by a storm water utility appeals board appointed by the local unit of government. The appeals board shall consist of three members, two of whom shall be licensed professional engineers not employed by the local unit of government.
 - (f) An appeal of a storm water utility fee shall not be brought more than one year after the fee was billed.
 - (g) To prevail in an appeal of a storm water utility fee, the appellant shall demonstrate in accordance with the requirements of the plan for a non-single-family residential property that the use of the system by the property is less than the amount used by the local unit of government in the calculation of that property's storm water utility fee, or for all properties the classification of the property type is in error, or there was a mathematical error in the calculation of the fee.
 - (h) The sole remedy for a property owner who prevails in an appeal of a storm water utility fee is a prospective correct recalculation of the storm water utility fee.
 - (i) If in an appeal of a storm water utility fee the appeals board finds that the requirements of subsection (g) have not been met, that finding is conclusive until the property is modified to either increase or decrease the utilization of the system. The property owner remains eligible for reduction or elimination of fees under the storm water utility ordinance.
 - (j) A property owner making an appeal shall provide the appeals board with information necessary to make a determination.
 - (k) A person aggrieved by a decision of the appeals board on an appeal under this section may appeal to the circuit court in which the property is located. An appeal to the circuit court must be filed within 30 days of the appeals board's decision.

(Ord. No. 2204, 12-5-16; Ord. No. 2248, 9-11-17)

Sec. 114-403. - Credits.

- (a) The purpose of this section is to provide for each property owner's control over contributions of storm flows to the storm water utility system and the related storm water utility fees and to advance protection of the public health, safety, and welfare.
- (b) The city shall offer credits on an annual basis that will enable any property owner, through voluntary action, to reduce the storm water utility fees calculated for that property owner's property and will provide a meaningful reduction in the cost of service to the storm water

system, or that shall be reasonably related to a benefit to the storm water system.

- (1) Credits will only be applied if requirements outlined in this chapter and other applicable sections of the City Code are met, including, but not limited to: completion of ongoing maintenance, guaranteed right-of-entry for inspections, and submittal of annual self-certification reports.
 - (2) Credits will be defined as either set fee reduction or percent (%) reductions applied as a credit adjustment to the fee calculation equation.
 - (3) Credits are additive to each credit category.
 - (4) As long as the storm water facilities or management practices are functioning as approved, the credit reduction will be applied to the fee. If the approved practice is not functioning as approved or is terminated, the credit reduction will be cancelled and the fee will return to the baseline calculation. Once the credit reduction has been cancelled, a customer may not reapply for credit for a period of 12 months and only then if the deficiency has been corrected, as determined by city inspection.
 - (5) Credits will be applied to the next complete billing cycle after the application has been approved.
- (c) The director shall define a method for applying and granting credits on an annual basis, as well as criteria for determining the credits a property owner may receive. The director may, by regulation, establish credits for one or more of the following:
- (1) Installation and maintenance of rain barrels, rain gardens, bioswales, cisterns, dry wells, infiltration trenches, porous pavement or pavers, or disconnecting footing drains;
 - (2) Installation and maintenance of a storm water control facility, or other water quantity controls; and
 - (3) Other actions of the property owner that, in the judgment of the director, result in a measurable reduction in storm water runoff.

(Ord. No. 2204, 12-5-16)

Sec. 114-404. - Billing.

The billing for the storm water utility may be combined with the billing for other utility services. Final determinations on measurements per ESWU will be determined by the director.

(Ord. No. 2204, 12-5-16)

Sec. 114-405. - Collection.

Unpaid storm water utility fees shall constitute a lien against the property affected. Fees which have remained unpaid for a period of six months prior to April 30 may be certified to the city treasurer who shall place the fees on the next tax roll of the city. In the alternative, the city commission may direct the city

attorney to take appropriate legal action to collect unpaid fees.

(Ord. No. 2204, 12-5-16)



NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, February 11, 2019 the Birmingham City Commission intends to appoint one (1) alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 17, 2020.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, February 6, 2019. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be property owners of record and registered voters.	2/6/2019	2/11/2019

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



NOTICE OF INTENTION TO APPOINT TO THE HOUSING BOARD OF APPEALS

At the meeting of Monday, February 11, 2019, the Birmingham City Commission intends to appoint one regular member to the Housing Board of Appeals to serve the remainder of a three-year term to expire May 4, 2019 and one regular member to serve the remainder of a three-year term to expire May 4, 2020. Members shall be educated or experienced in building, construction administration, social services, real estate or other responsible positions.

The Housing Board of Appeals was established in order to provide an appeal process from regulation derived from the housing and maintenance requirements found in Chapter 22 of the city code. The purpose of the housing and maintenance regulations is to protect, preserve and promote the physical and social well being of the people, to regulate privately and publicly owned dwellings for the purpose of maintaining adequate sanitation and public health.

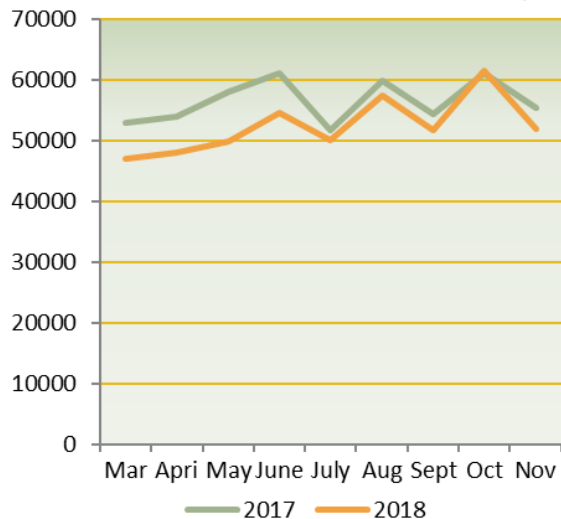
Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, February 6, 2019. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

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

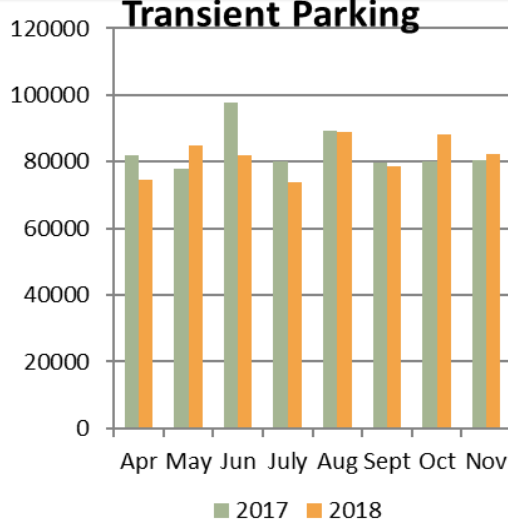
Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be educated or experienced in building, construction administration, social services, real estate or other responsible positions.	02/06/2019	02/11/2019

City of Birmingham Parking Utilization Dashboard – December 2018

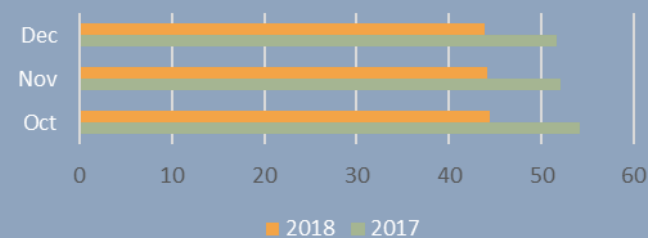
Monthly Permit Parking



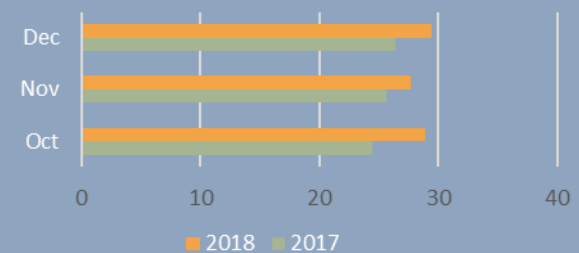
Transient Parking



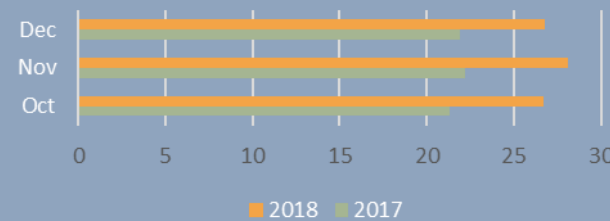
Coin



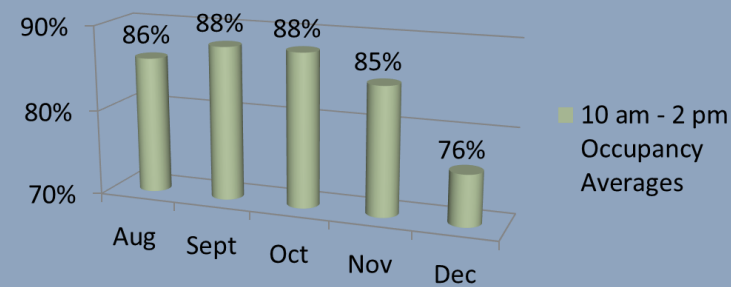
Credit



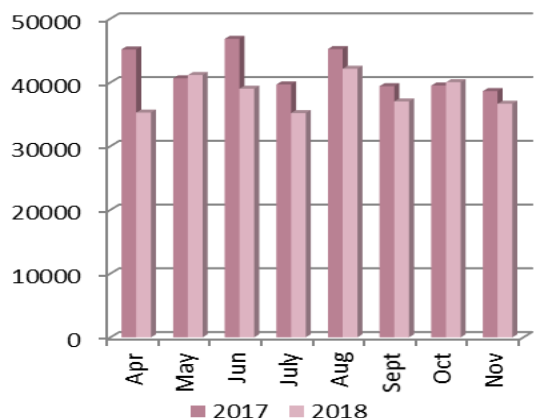
ParkMobile



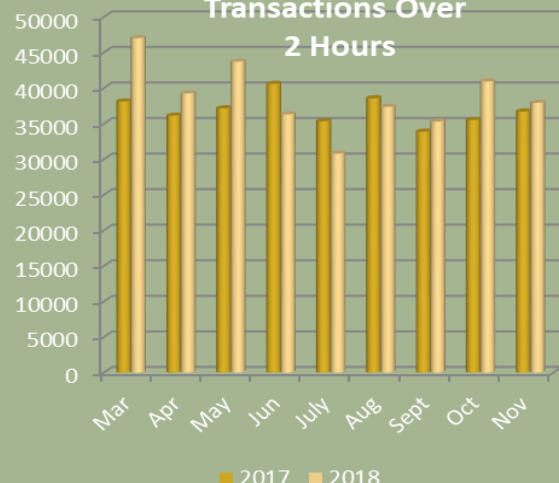
10 am - 2 pm Parking Garage Occupancy Average



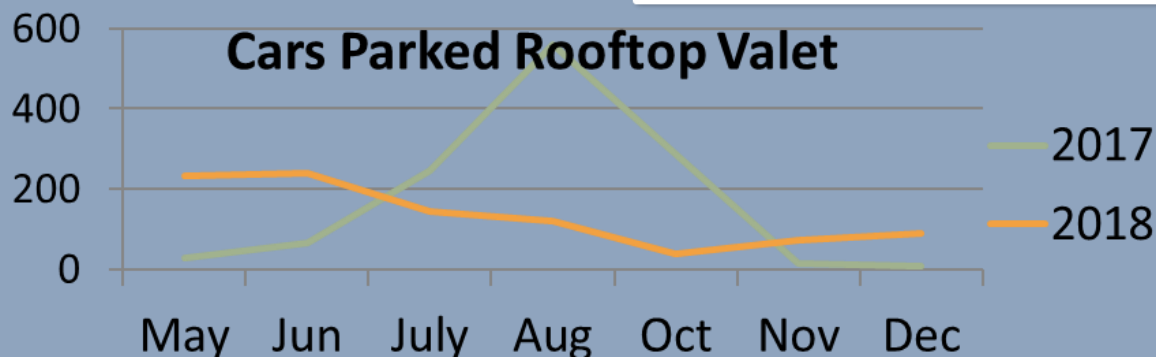
Transactions Under 2 Hours



Transactions Over 2 Hours



Cars Parked Rooftop Valet



*2017 Rooftop valet utilization increased Jul—Oct 2017 due to the Park Street Paving Project

MONTHLY PARKING PERMIT REPORT

For the month of: November 2018

Date Compiled: December 24, 2018

	Pierce	Park	Peabody	N.Old Wooc	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	150	2439
4. Monthly Permits Authorized	550	750	400	800	1140	150	40	8	30	50	150	4068
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	30	50	150	4068
6. Permits - end of month	550	750	400	800	1140	150	40	8	30	50	150	4068
7. Permits - available at end of month	0	0	0	0	0	0	0	0	0	0		0
8. Permits issued in month includes permits effective 1st of month	11	3	4	2	8	0	0	0	0	0	0	28
9. Permits given up in month	11	3	4	2	8	0	0	0	0	0	0	28
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month*	1119	1020	1068	1388	996	0	0	0	0	0	0	5591
**On List-Unique Individuals												3447
12. Added to list in month	15	10	18	14	19	0	0	0	0	0	0	76
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	109.8
15. Transient parker occupied	190	148	89	184	89	N/A	N/A	N/A	N/A	N/A	N/A	700
16. Monthly parker occupied	445	654	306	511	752	N/A	N/A	N/A	N/A	N/A	N/A	2668
17. Total parker occupied	635	802	395	695	841	N/A	N/A	N/A	N/A	N/A	N/A	3368
18. Total spaces available at 1pm on Wednesday 11/14	71	9	42	50	39	N/A	N/A	N/A	N/A	N/A	N/A	211
19. "All Day" parkers paying 5 hrs. or more												
A: Weekday average.	241	211	131	129	120	N/A	N/A	N/A	N/A	N/A	N/A	832
B: Maximum day	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

(1) Lot #6 does not have gate control, therefore no transient count available

(2) (Permits/Oversell Factor + Weekday Avg.) / Total Spaces

* Average Maximum day not available currently in Skidata

** Unique individuals represent the actual number of unique people on the wait list regardless of how many structures they have requested.

**Birmingham Parking System
Transient & Free Parking Analysis
Months of November 2017 & November 2018**

November 2017

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	16,477	9,494	\$36,509.00	58%
PARK	18,977	7,813	\$63,059.00	41%
CHESTER	6,730	2,217	\$53,313.00	33%
WOODWARD	13,377	6,875	\$36,116.00	51%
PIERCE	24,801	12,237	\$63,026.00	49%
TOTALS	80,362	38,636	\$ 252,023.00	48%

November 2018

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	19,067	10,170	\$46,687.00	53%
PARK	19,693	7,690	\$46,517.00	39%
CHESTER	7,102	2,099	\$48,377.00	30%
WOODWARD	12,327	6,255	\$30,745.00	51%
PIERCE	23,948	10,437	\$70,117.00	44%
TOTALS	82,137	36,651	\$ 242,443.00	45%

BREAKDOWN:	TOTAL CARS	+2 %
	FREE CARS	-5%
	CASH REVENUE	-4%

Structure Occupancy at 1pm Tuesday-Thursday

Available Spaces

DECEMBER 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Chester-20 N.O.W.-36 Park-17 Peabody-102 Pierce-131	5 Chester-49 N.O.W.-33 Park-13 Peabody-4 Pierce-27	6 Chester-16 N.O.W.-41 Park-37 Peabody-66 Pierce-61	7	8
9	10	11 Chester-56 N.O.W.-46 Park-4 Peabody-5 Pierce-23	12 Chester-28 N.O.W.-14 Park-10 Peabody-7 Pierce-75	13 Chester-163 N.O.W.-108 Park-139 Peabody-5 Pierce-93	14	15
16	17	18 Chester-71 N.O.W.-78 Park-14 Peabody-2 Pierce-2	19 Chester-132 N.O.W.-51 Park-18 Peabody-13 Pierce-121	20 Chester-92 N.O.W.-92 Park-14 Peabody-0 Pierce-62	21	22
23	24	25 Holiday-Closed	26 Chester-636 N.O.W.-481 Park-368 Peabody-124 Pierce-60	27 Chester-613 N.O.W.-387 Park-297 Peabody-153 Pierce-22	28	29
30	31	Notes:				

Pierce Structure

DECEMBER 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Garage not filled.	4 Garage not filled.	5 Garage not filled.	6 Garage not filled.	7 Garage not filled.	8
9	10 Garage not filled.	11 Garage not filled.	12 Garage not filled.	13 Garage not filled.	14 Garage not filled.	15
16	17 Garage not filled.	18 Garage not filled.	19 Garage not filled.	20 Garage not filled.	21 Garage not filled.	22
23	24 Garage not filled.	25 Holiday-closed	26 Garage not filled.	27 Garage not filled.	28 Garage not filled.	29
30	31	Notes:				

Park Street Structure

DECEMBER 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Garage not filled.	4 Garage not filled.	5 Valet-17 cars	6 Valet-14 cars	7 Valet-3 cars	8
9	10 Garage not filled.	11 Valet-21 cars	12 Valet-6 cars	13 Garage not filled.	14 Garage not filled.	15
16	17 Garage not filled.	18 Garage not filled.	19 Garage not filled.	20 Garage not filled.	21 Garage not filled.	22
23	24 Garage not filled.	25 Holiday-closed	26 Garage not filled.	27 Garage not filled.	28 Garage not filled.	29
30	31	Notes:				

N.O.W. Structure

DECEMBER 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Garage not filled.	4 Garage not filled.	5 Garage not filled.	6 Garage not filled.	7 Garage not filled.	8
9	10 Garage not filled.	11 Garage not filled.	12 Garage not filled.	13 Garage not filled.	14 Garage not filled.	15
16	17 Garage not filled.	18 Garage not filled.	19 Garage not filled.	20 Garage not filled.	21 Garage not filled.	22
23	24 Garage not filled.	25 Holiday-closed	26 Garage not filled.	27 Garage not filled.	28 Garage not filled.	29
30	31	Notes:				

Chester Structure

DECEMBER 2018

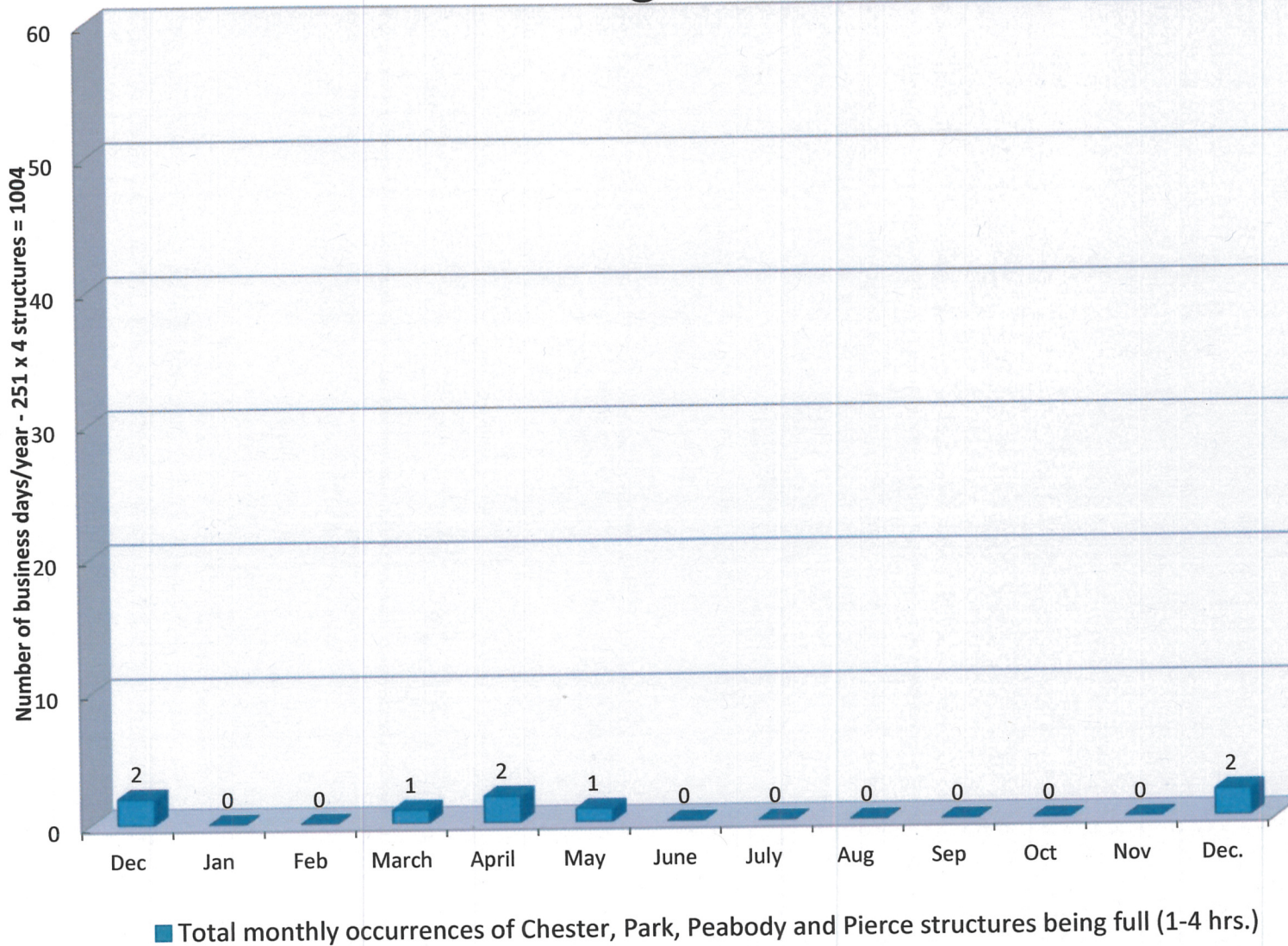
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Garage not filled.	4 Garage not filled.	5 Garage not filled.	6 Garage not filled.	7 Garage not filled.	8
9	10 Garage not filled.	11 Garage not filled.	12 Garage not filled.	13 Garage not filled.	14 Garage not filled.	15
16	17 Garage not filled.	18 Garage not filled.	19 Garage not filled.	20 Garage not filled.	21 Garage not filled.	22
23	24 Garage not filled.	25 Holiday-closed	26 Garage not filled.	27 Garage not filled.	28 Garage not filled.	29
30	31	Notes:				

DECEMBER 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 Closed:11:00am Open:11:30a	18	19	20 Closed:12:30p Open:1:15a	21	22
23	24	25 Holiday-closed	26	27	28	29
30	31	Notes:				

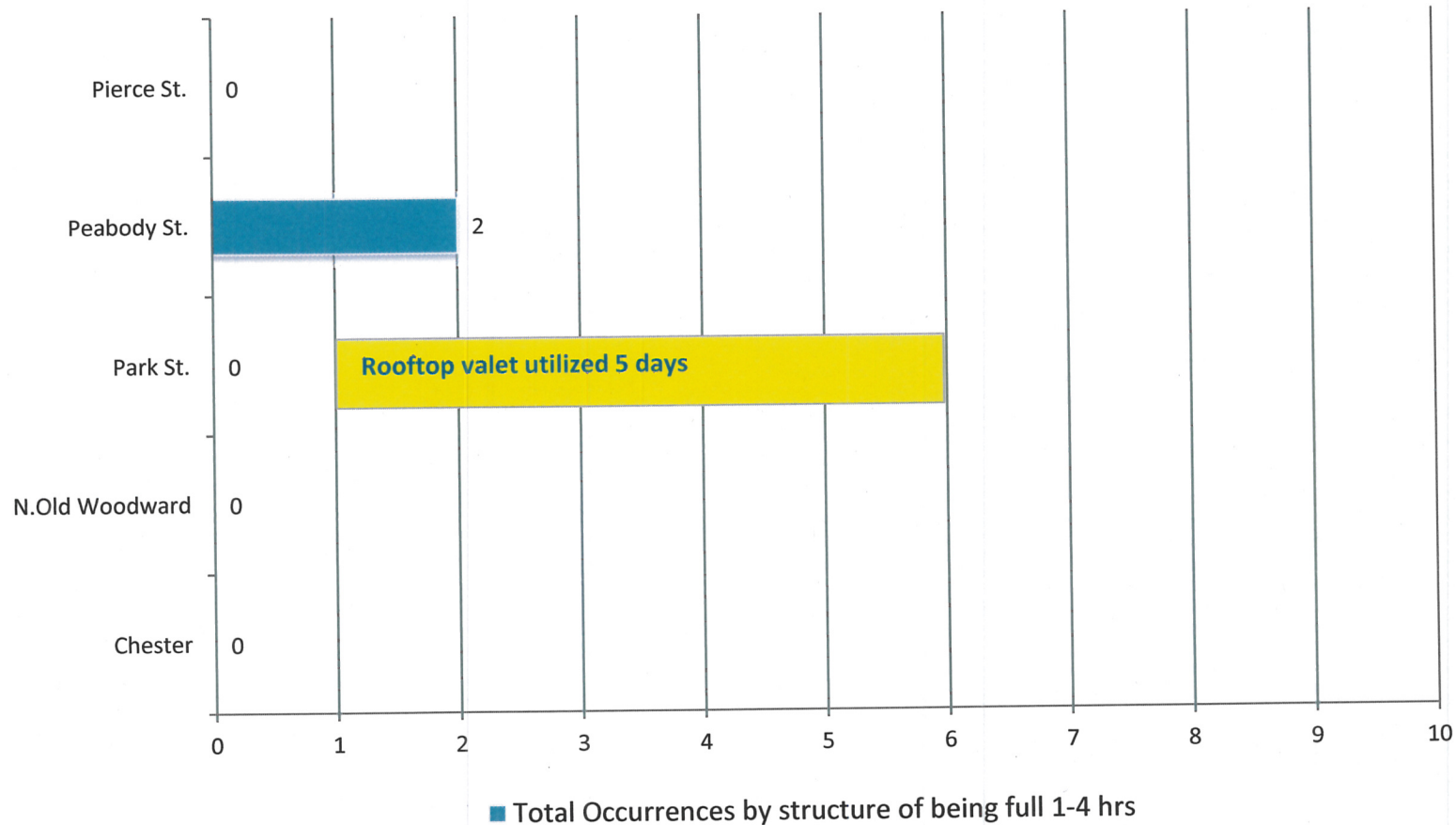
Dec. 2017 - Dec. 2018

Combined Parking Structure Full Status

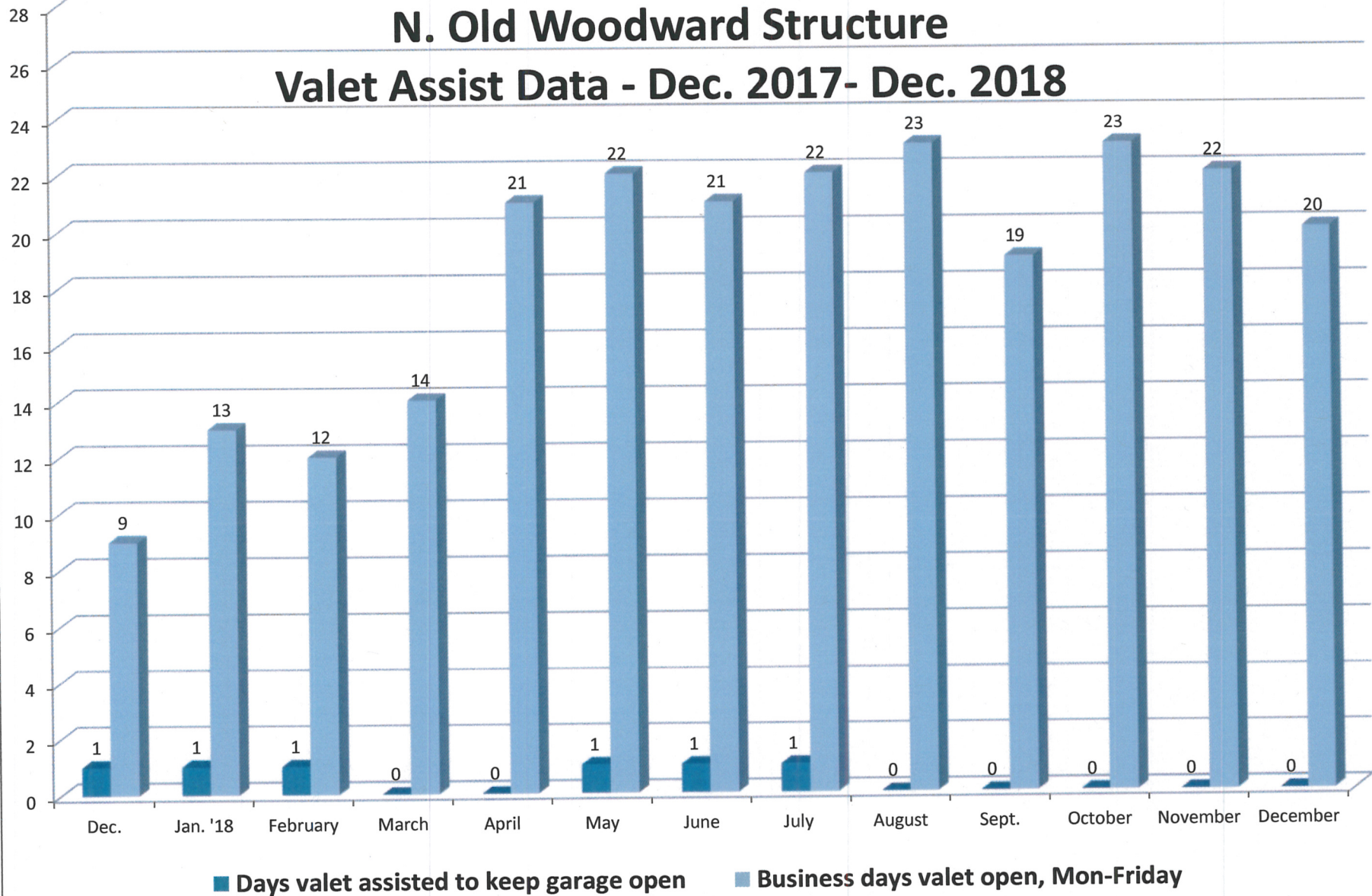


Parking Full Status by Structure

December 2018 Business Days Only (M-Friday)

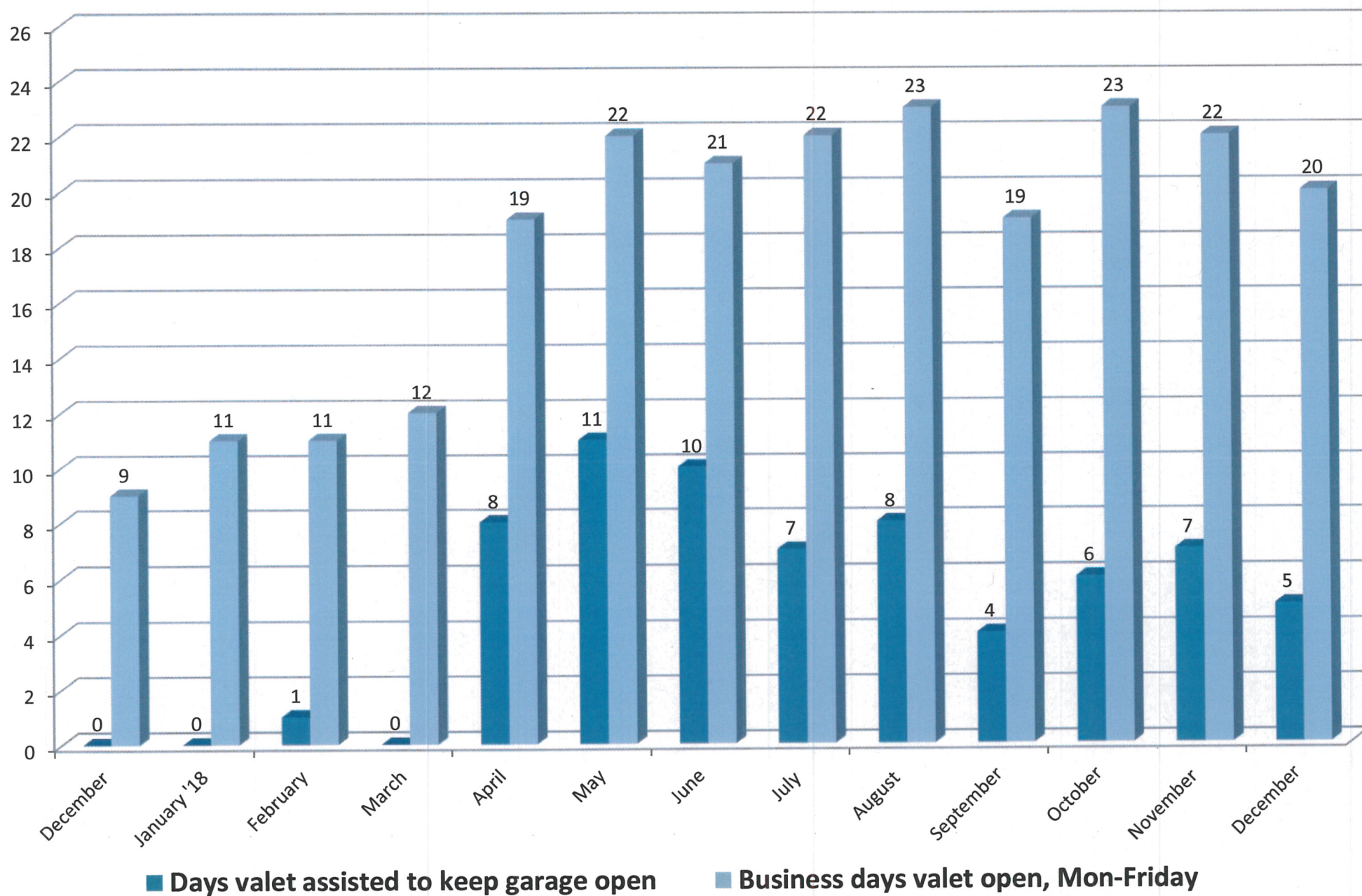


N. Old Woodward Structure Valet Assist Data - Dec. 2017- Dec. 2018



Park Street Structure

Valet Assist Data - Dec. 2017 - Dec. 2018



Occupancy 10a-2p(Weekday Analysis)

12/3/2018	10am	11am	12pm	1pm	2pm
Chester(880)	789	805	797	807	796
N.O.W.(745)	477	664	667	658	677
Park(811)	736	776	769	779	762
Peabody(437)	397	433	411	403	418
Pierce(706)	320	682	628	664	631

12/4/2018	10am	11am	12pm	1pm	2pm
Chester(880)	834	861	857	860	860
N.O.W.(745)	659	697	706	709	707
Park(811)	776	798	791	794	801
Peabody(437)	373	315	339	333	332
Pierce(706)	587	673	701	575	563

12/5/2018	10am	11am	12pm	1pm	2pm
Chester(880)	817	855	857	831	825
N.O.W.(745)	626	739	743	712	709
Park(811)	766	809	807	798	777
Peabody(437)	363	404	399	433	422
Pierce(706)	441	577	605	679	672

12/6/2018	10am	11am	12pm	1pm	2pm
Chester(880)	819	864	866	864	866
N.O.W.(745)	622	714	709	704	706
Park(811)	677	772	774	774	738
Peabody(437)	370	406	383	371	382
Pierce(706)	550	616	618	645	614

12/7/2018	10am	11am	12pm	1pm	2pm
Chester(880)	771	775	779	722	709
N.O.W.(745)	531	613	616	615	608
Park(811)	640	700	727	743	704
Peabody(437)	297	381	398	395	377
Pierce(706)	539	612	626	642	649

12/10/2018	10am	11am	12pm	1pm	2pm
Chester(880)	786	830	836	847	846
N.O.W.(745)	478	666	661	656	654
Park(811)	755	774	787	778	787
Peabody(437)	382	419	421	423	412
Pierce(706)	556	636	698	608	572

12/11/2018	10am	11am	12pm	1pm	2pm
Chester(880)	846	855	838	824	827
N.O.W.(745)	645	713	706	699	694
Park(811)	771	807	799	807	805
Peabody(437)	371	413	428	432	426
Pierce(706)	497	605	665	683	690

12/12/2018	10am	11am	12pm	1pm	2pm
Chester(880)	729	782	805	852	853
N.O.W.(745)	613	643	680	731	736
Park(811)	656	698	734	801	785
Peabody(437)	359	401	421	430	428
Pierce(706)	549	595	636	631	622

12/13/2018	10am	11am	12pm	1pm	2pm
Chester(880)	688	754	743	717	667
N.O.W.(745)	486	629	652	637	623
Park(811)	630	696	704	672	655
Peabody(437)	310	372	404	432	418
Pierce(706)	435	515	539	613	637

Occupancy 10a-2p(Weekday Analysis)

12/3/2018	10am	11am	12pm	1pm	2pm
Chester(880)	90%	91%	91%	92%	90%
N.O.W.(745)	64%	89%	90%	88%	91%
Park(811)	91%	96%	95%	96%	94%
Peabody(437)	91%	99%	94%	92%	96%
Pierce(706)	45%	97%	89%	94%	89%

12/4/2018	10am	11am	12pm	1pm	2pm
Chester(880)	95%	98%	97%	98%	98%
N.O.W.(745)	88%	94%	95%	95%	95%
Park(811)	96%	98%	98%	98%	99%
Peabody(437)	85%	72%	78%	76%	76%
Pierce(706)	83%	95%	99%	81%	80%

12/5/2018	10am	11am	12pm	1pm	2pm
Chester(880)	93%	97%	97%	94%	94%
N.O.W.(745)	84%	99%	100%	96%	95%
Park(811)	94%	100%	100%	98%	96%
Peabody(437)	83%	92%	91%	99%	97%
Pierce(706)	62%	82%	86%	96%	95%

12/6/2018	10am	11am	12pm	1pm	2pm
Chester(880)	93%	98%	98%	98%	98%
N.O.W.(745)	83%	96%	95%	94%	95%
Park(811)	83%	95%	95%	95%	91%
Peabody(437)	85%	93%	88%	85%	87%
Pierce(706)	78%	87%	88%	91%	87%

12/7/2018	10am	11am	12pm	1pm	2pm
Chester(880)	88%	88%	89%	82%	81%
N.O.W.(745)	71%	82%	83%	83%	82%
Park(811)	79%	86%	90%	92%	87%
Peabody(437)	68%	87%	91%	90%	86%
Pierce(706)	76%	87%	89%	91%	92%

12/10/2018	10am	11am	12pm	1pm	2pm
Chester(880)	89%	94%	95%	96%	96%
N.O.W.(745)	64%	89%	89%	88%	88%
Park(811)	93%	95%	97%	96%	97%
Peabody(437)	87%	96%	96%	97%	94%
Pierce(706)	79%	90%	99%	86%	81%

12/11/2018	10am	11am	12pm	1pm	2pm
Chester(880)	96%	97%	95%	94%	94%
N.O.W.(745)	87%	96%	95%	94%	93%
Park(811)	95%	100%	99%	100%	99%
Peabody(437)	85%	95%	98%	99%	97%
Pierce(706)	70%	86%	94%	97%	98%

12/12/2018	10am	11am	12pm	1pm	2pm
Chester(880)	83%	89%	91%	97%	97%
N.O.W.(745)	82%	86%	91%	98%	99%
Park(811)	81%	86%	91%	99%	97%
Peabody(437)	82%	92%	96%	98%	98%
Pierce(706)	78%	84%	90%	89%	88%

12/13/2018	10am	11am	12pm	1pm	2pm
Chester(880)	78%	86%	84%	81%	76%
N.O.W.(745)	65%	84%	88%	86%	84%
Park(811)	78%	86%	87%	83%	81%
Peabody(437)	71%	85%	92%	99%	96%
Pierce(706)	62%	73%	76%	87%	90%

Occupancy 10a-2p(Weekday Analysis)

12/14/2018	10am	11am	12pm	1pm	2pm
Chester(880)	672	764	743	705	667
N.O.W.(745)	471	633	653	644	618
Park(811)	617	672	706	689	662
Peabody(437)	303	354	389	402	406
Pierce(706)	492	526	562	602	621

12/17/2018	10am	11am	12pm	1pm	2pm
Chester(880)	716	744	779	786	775
N.O.W.(745)	481	602	630	616	621
Park(811)	716	725	733	758	749
Peabody(437)	363	405	424	417	396
Pierce(706)	392	496	615	606	566

12/18/2018	10am	11am	12pm	1pm	2pm
Chester(880)	777	808	798	809	785
N.O.W.(745)	632	654	660	667	659
Park(811)	673	783	803	797	790
Peabody(437)	367	431	436	436	431
Pierce(706)	539	600	671	704	678

12/19/2018	10am	11am	12pm	1pm	2pm
Chester(880)	728	759	762	748	734
N.O.W.(745)	572	690	682	694	679
Park(811)	678	805	796	793	790
Peabody(437)	356	424	421	424	419
Pierce(706)	470	595	589	585	570

12/20/2018	10am	11am	12pm	1pm	2pm
Chester(880)	669	688	780	788	774
N.O.W.(745)	545	557	631	653	627
Park(811)	658	676	796	797	786
Peabody(437)	358	363	414	430	419
Pierce(706)	496	519	666	644	628

12/21/2018	10am	11am	12pm	1pm	2pm
Chester(880)	586	563	559	522	518
N.O.W.(745)	461	553	546	558	543
Park(811)	601	675	706	747	755
Peabody(437)	352	381	390	415	419
Pierce(706)	504	582	632	692	688

12/24/2018	10am	11am	12pm	1pm	2pm
Chester(880)	106	112	110	109	95
N.O.W.(745)	43	48	52	30	24
Park(811)	259	303	352	343	329
Peabody(437)	88	111	154	119	111
Pierce(706)	212	270	276	272	245

12/26/2018	10am	11am	12pm	1pm	2pm
Chester(880)	276	232	240	244	228
N.O.W.(745)	203	257	270	264	252
Park(811)	586	342	369	443	435
Peabody(437)	286	317	226	263	252
Pierce(706)	514	562	609	646	634

12/27/2018	10am	11am	12pm	1pm	2pm
Chester(880)	241	264	261	267	273
N.O.W.(745)	316	352	358	358	363
Park(811)	333	387	467	514	540

Occupancy 10a-2p(Weekday Analysis)

12/14/2018	10am	11am	12pm	1pm	2pm
Chester(880)	76%	87%	84%	80%	76%
N.O.W.(745)	63%	85%	88%	86%	83%
Park(811)	76%	83%	87%	85%	82%
Peabody(437)	69%	81%	89%	92%	93%
Pierce(706)	70%	75%	80%	85%	88%

12/17/2018	10am	11am	12pm	1pm	2pm
Chester(880)	81%	85%	89%	89%	88%
N.O.W.(745)	65%	81%	85%	83%	83%
Park(811)	88%	89%	90%	93%	92%
Peabody(437)	83%	93%	97%	95%	91%
Pierce(706)	56%	70%	87%	86%	80%

12/18/2018	10am	11am	12pm	1pm	2pm
Chester(880)	88%	92%	91%	92%	89%
N.O.W.(745)	85%	88%	89%	90%	88%
Park(811)	83%	97%	99%	98%	97%
Peabody(437)	84%	99%	100%	100%	99%
Pierce(706)	76%	85%	95%	100%	96%

12/19/2018	10am	11am	12pm	1pm	2pm
Chester(880)	83%	86%	87%	85%	83%
N.O.W.(745)	77%	93%	92%	93%	91%
Park(811)	84%	99%	98%	98%	97%
Peabody(437)	81%	97%	96%	97%	96%
Pierce(706)	67%	84%	83%	83%	81%

12/20/2018	10am	11am	12pm	1pm	2pm
Chester(880)	76%	78%	89%	90%	88%
N.O.W.(745)	73%	75%	85%	88%	84%
Park(811)	81%	83%	98%	98%	97%
Peabody(437)	82%	83%	95%	98%	96%
Pierce(706)	70%	74%	94%	91%	89%

12/21/2018	10am	11am	12pm	1pm	2pm
Chester(880)	67%	64%	64%	59%	59%
N.O.W.(745)	62%	74%	73%	75%	73%
Park(811)	74%	83%	87%	92%	93%
Peabody(437)	81%	87%	89%	95%	96%
Pierce(706)	71%	82%	90%	98%	97%

12/24/2018	10am	11am	12pm	1pm	2pm
Chester(880)	12%	13%	13%	12%	11%
N.O.W.(745)	6%	6%	7%	4%	3%
Park(811)	32%	37%	43%	42%	41%
Peabody(437)	20%	25%	35%	27%	25%
Pierce(706)	30%	38%	39%	39%	35%

12/26/2018	10am	11am	12pm	1pm	2pm
Chester(880)	31%	26%	27%	28%	26%
N.O.W.(745)	27%	34%	36%	35%	34%
Park(811)	72%	42%	45%	55%	54%
Peabody(437)	65%	73%	52%	60%	58%
Pierce(706)	73%	80%	86%	92%	90%

12/27/2018	10am	11am	12pm	1pm	2pm
Chester(880)	27%	30%	30%	30%	31%
N.O.W.(745)	42%	47%	48%	48%	49%
Park(811)	41%	48%	58%	63%	67%

Occupancy 10a-2p(Weekday Anaylsis)

Peabody(437)	195	238	262	284	277
Pierce(706)	600	683	633	684	497

12/28/2018	10am	11am	12pm	1pm	2pm
Chester(880)	223	248	244	254	267
N.O.W.(745)	300	240	250	258	238
Park(811)	302	381	438	493	517
Peabody(437)	163	234	265	292	299
Pierce(706)	298	363	391	448	445

12/31/2018	10am	11am	12pm	1pm	2pm
Chester(880)	139	152	181	142	128
N.O.W.(745)	116	111	105	118	100
Park(811)	282	322	358	364	382
Peabody(437)	157	182	185	189	191
Pierce(706)	142	157	165	181	188

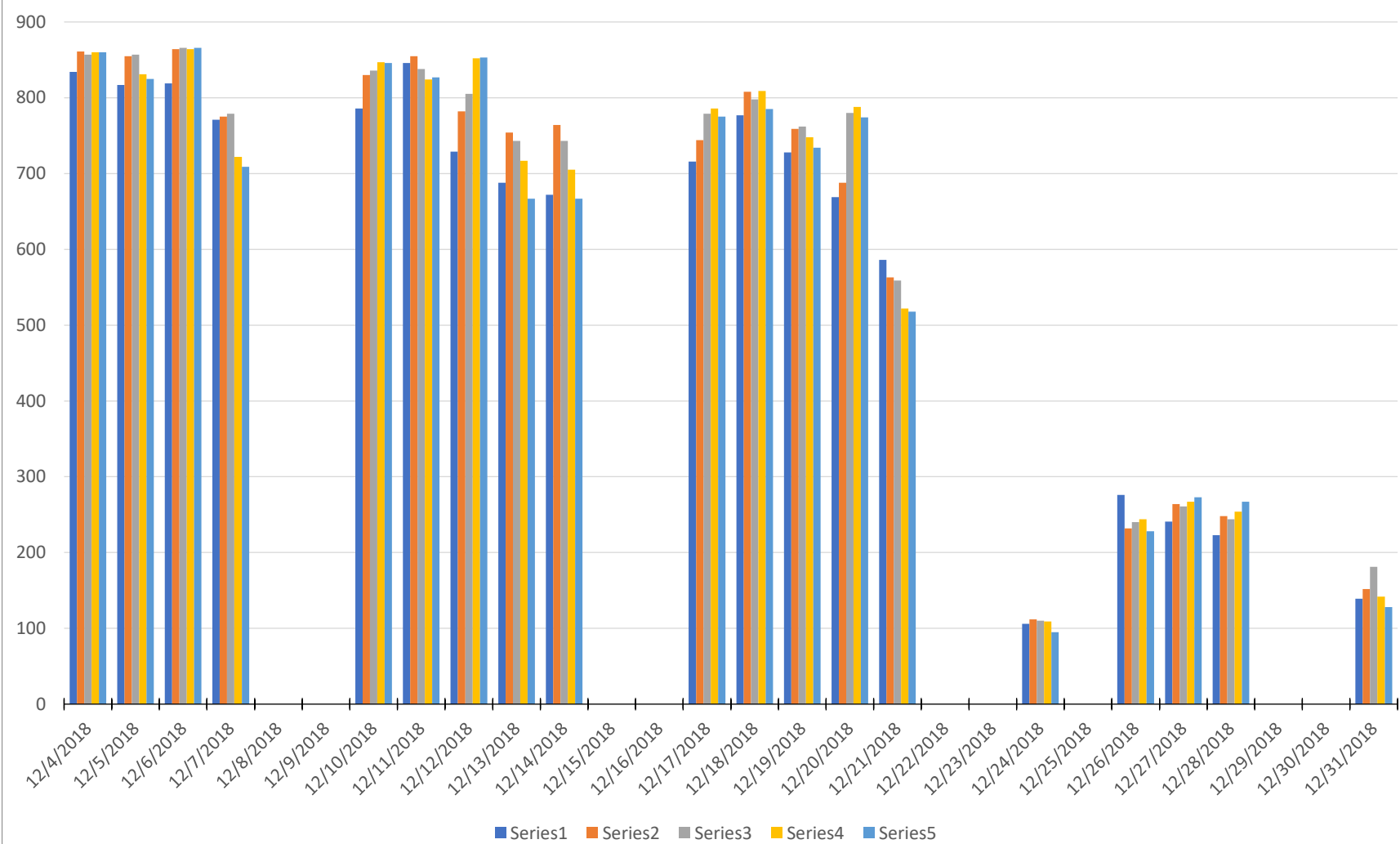
Occupancy 10a-2p(Weekday Anaylsis)

Peabody(437)	45%	54%	60%	65%	63%
Pierce(706)	85%	97%	90%	97%	70%

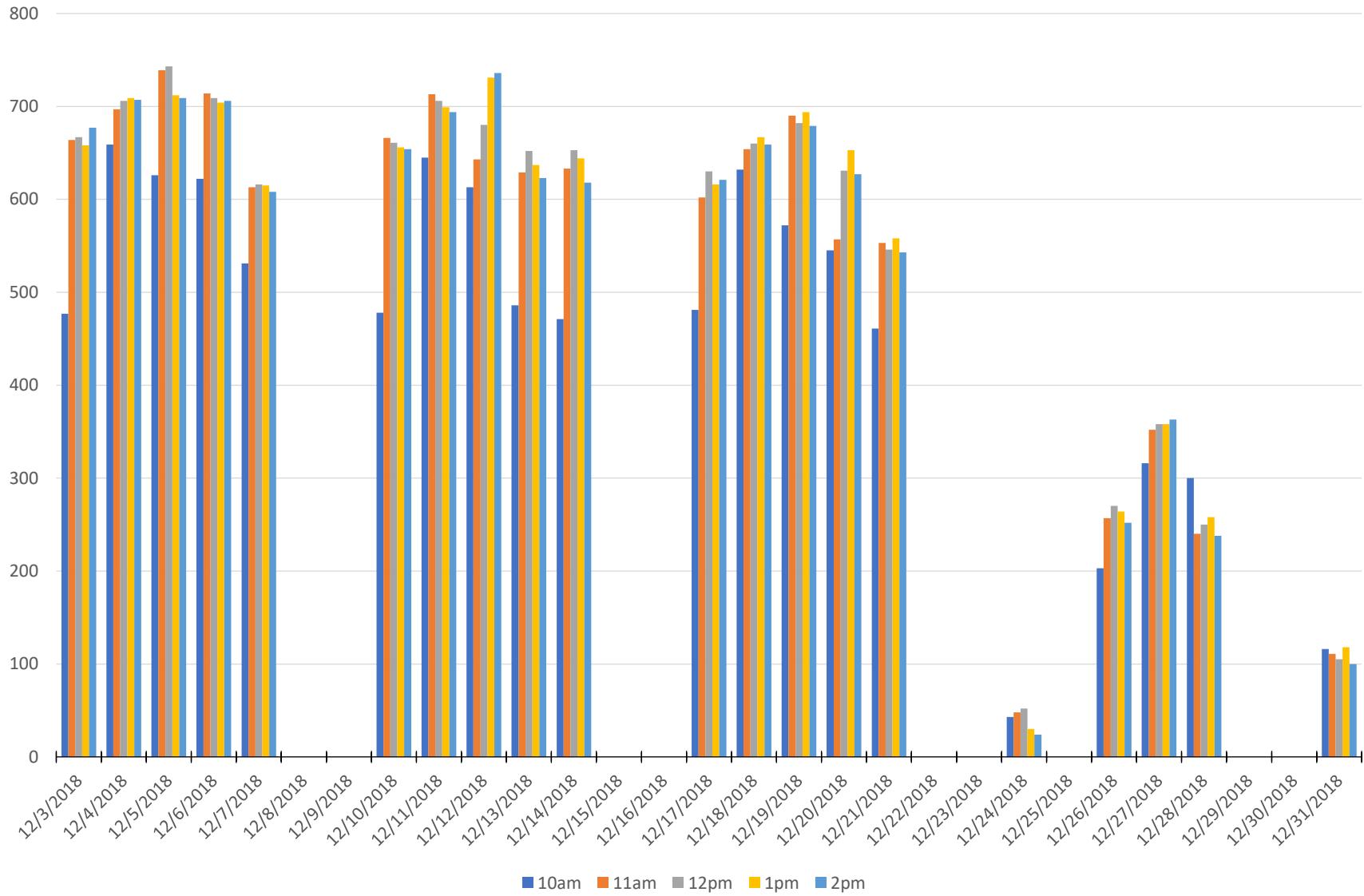
12/28/2018	10am	11am	12pm	1pm	2pm
Chester(880)	25%	28%	28%	29%	30%
N.O.W.(745)	40%	32%	34%	35%	32%
Park(811)	37%	47%	54%	61%	64%
Peabody(437)	37%	54%	61%	67%	68%
Pierce(706)	42%	51%	55%	63%	63%

12/31/2018	10am	11am	12pm	1pm	2pm
Chester(880)	16%	17%	21%	16%	15%
N.O.W.(745)	16%	15%	14%	16%	13%
Park(811)	35%	40%	44%	45%	47%
Peabody(437)	36%	42%	42%	43%	44%
Pierce(706)	20%	22%	23%	26%	27%

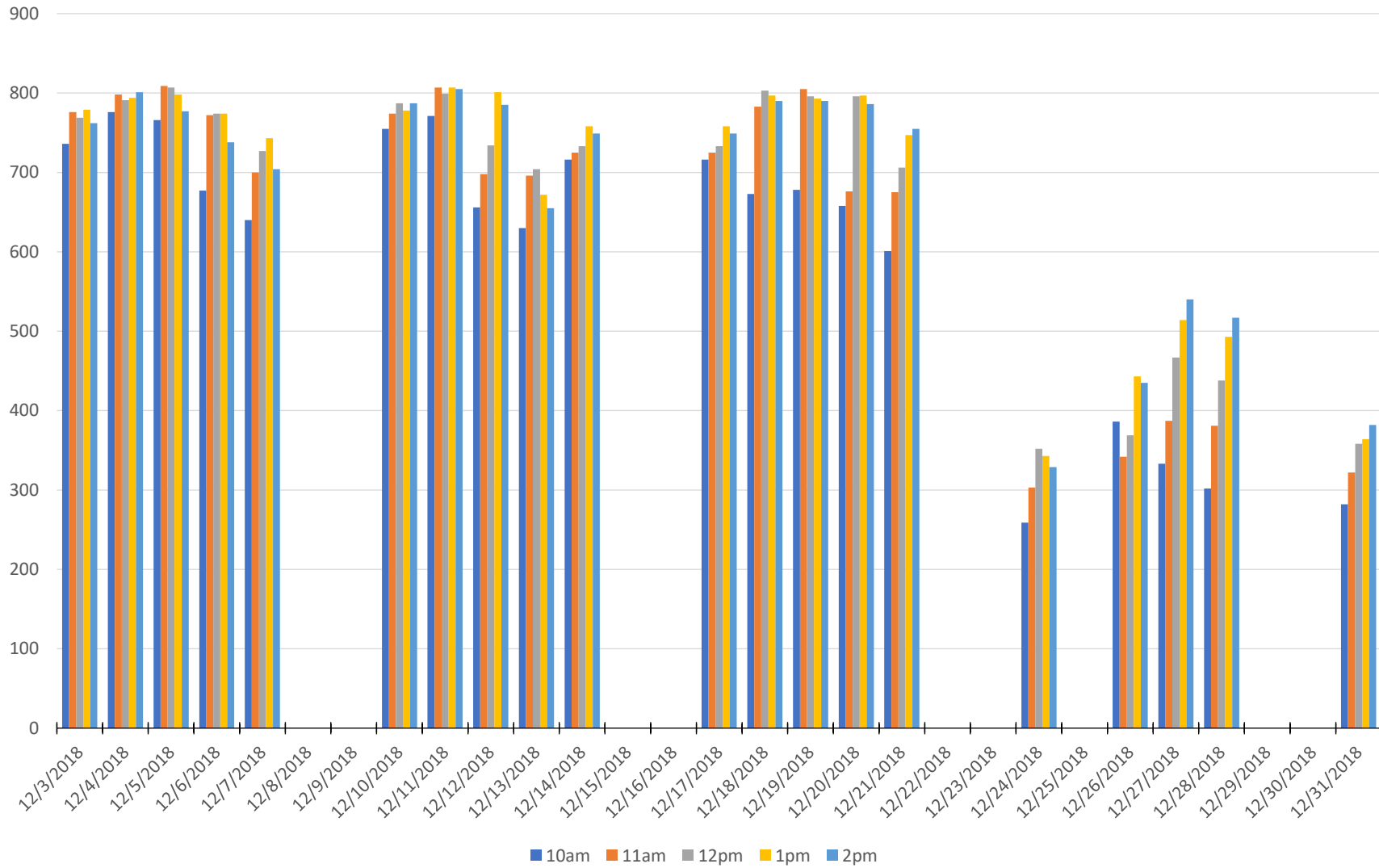
Chester Occupancy-880 Spaces



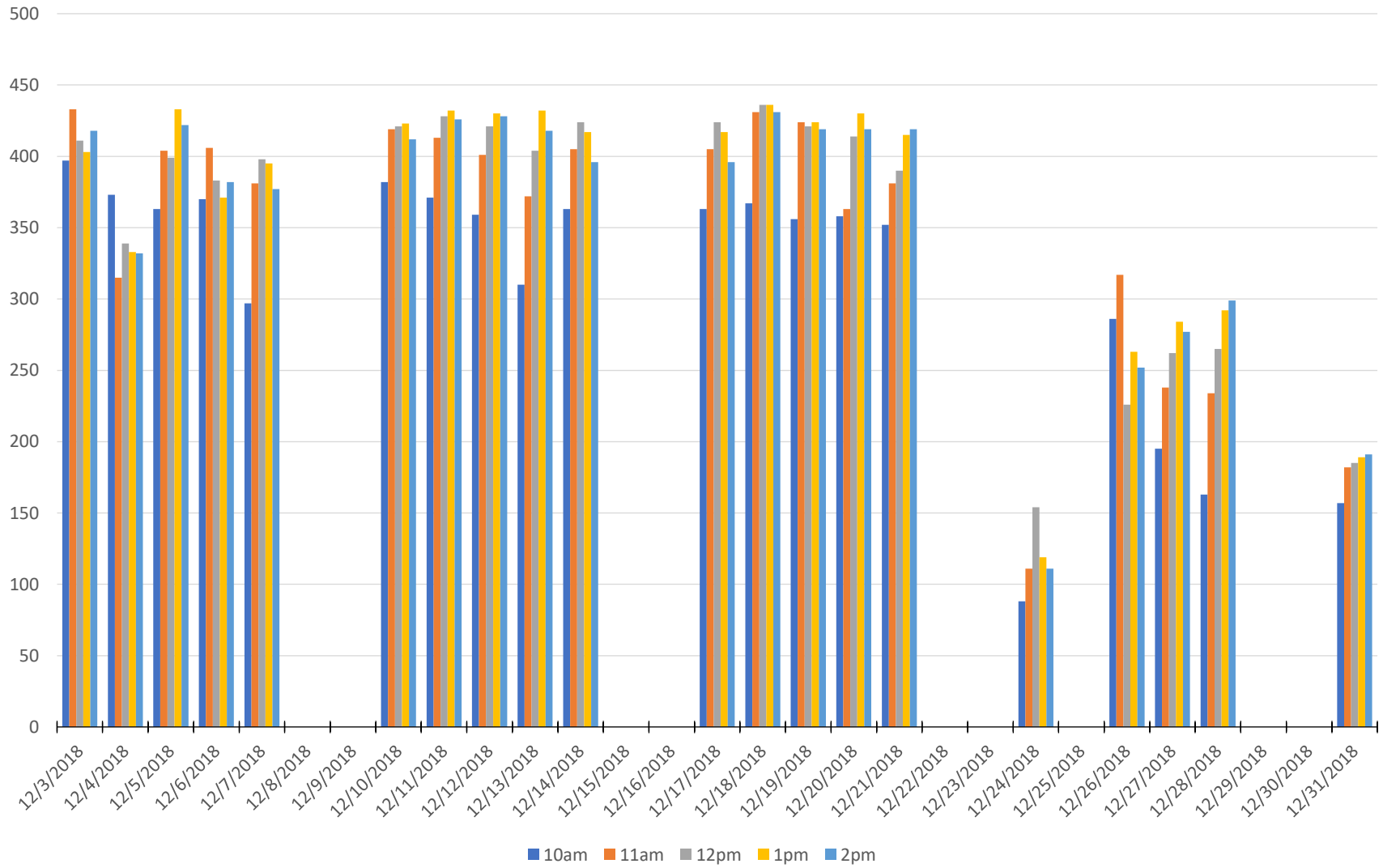
N.O.W. Occupancy-745 Spaces



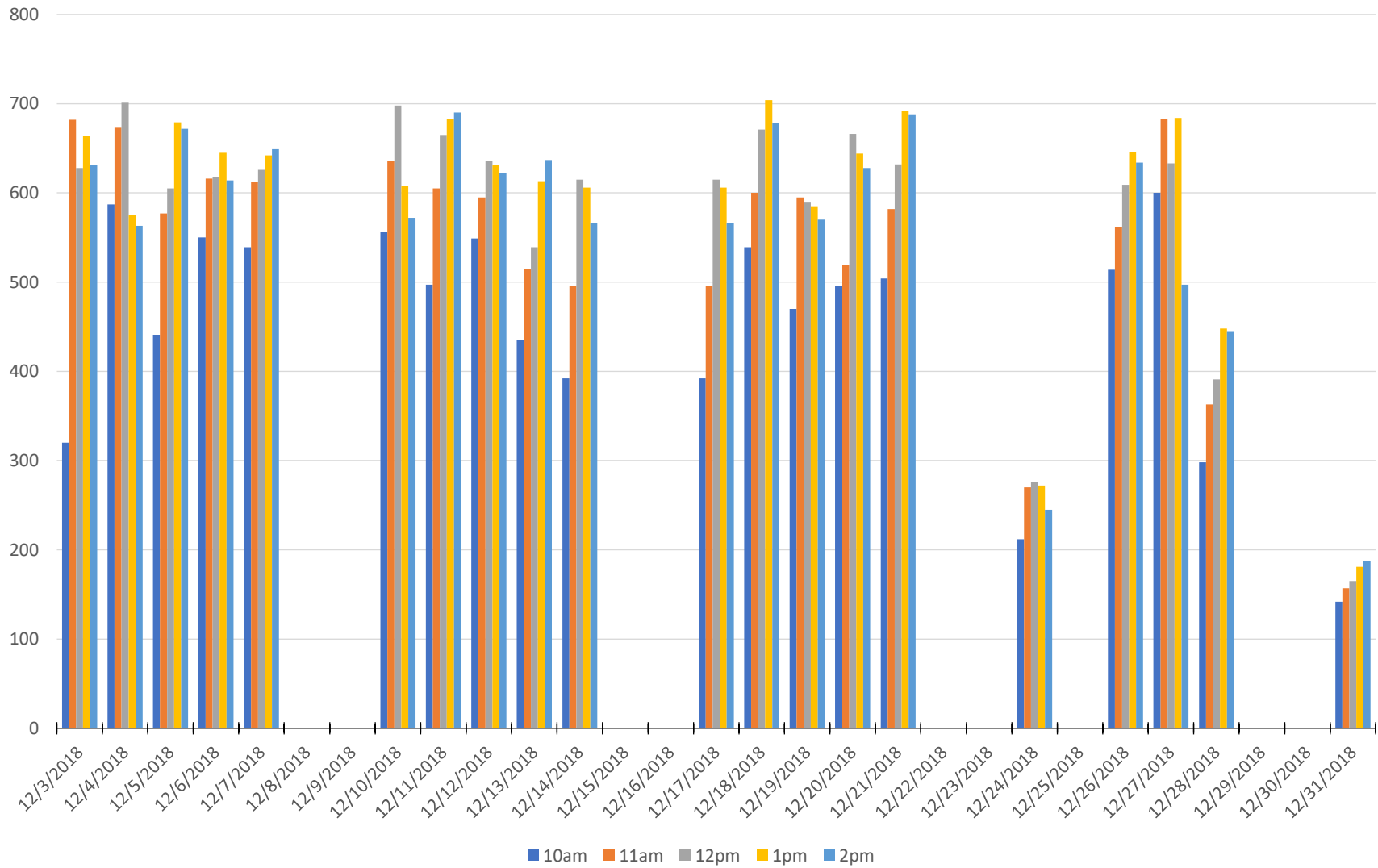
Park Occupancy-811 Spaces

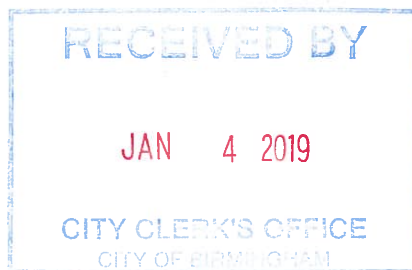


Peabody Occupancy-437 Spaces



Pierce Occupancy-706 Spaces





December 21, 2018

Cherilynn Mynsberge
City of Birmingham
P.O. Box 3001
Birmingham, MI 48009-3368

Dear Cherilynn,

At WOW!, we know our customers expect value for their money when it comes to Internet, cable and phone services. Our goal is to deliver an exceptional customer experience at a fair price by carefully managing our business costs.

Unfortunately, we are limited in our ability to directly control some of our costs, most notably the license fees we pay to the cable and broadcast networks. TV programming is our single largest expense and every year demands from broadcasters and large media conglomerates get more extreme.

As a result of these cost increases, the rates for cable service will be adjusted with the February 1, 2019 billing cycle.

Residential Customers

- The majority of our bundled residential customers will experience an monthly increase of: \$6.00-\$11.00.
- Customers with cable services a la carte will receive a monthly increase listed below based on the level of service they subscribe to:

Small/Limited Cable:	\$6.00
Medium/Basic Cable:	\$11.00
Digital Basic Cable:	\$11.00
Large/Digital Signature Cable:	\$11.00

In addition, as part of WOW!'s continuing commitment to limit our environmental impact, we will be increasing our Paper Statement Fee to \$2.00 per month for customers who wish to continue receiving a monthly paper statement.

To avoid the Paper Statement Fee, customers are encouraged to sign up for WOW! paperless billing. To enroll in paperless billing, customers can simply visit the Billing Center section of WOW! Account Manager (wowway.net/myaccount).

Business Customers

- Customers with cable services will receive a monthly increase listed below based on the level of service they subscribe to:

Limited Cable:	\$6.00
Basic Cable:	\$11.00

All customers will receive a notice based on their current level of service. Samples of the letters are enclosed.

Thank you for your continued support and cooperation. If you have any questions, please contact me at 248-677-9080.

Sincerely,

Terrell Priester
Everyone's Friend, Family Focused, Sports Fan
Director, Operations of WOW! Southeast Michigan
WOW! Internet, Cable and Phone

Enclosures

Important Information

About Your WOW! Bill



We know you expect value for your money when it comes to Internet, cable and phone services. At WOW! our goal is to deliver an exceptional customer experience at a fair price. However, each year the licensing fees WOW! is charged by the networks to deliver our customers' favorite broadcast and cable networks continue to rise dramatically.

TV programming is WOW!'s single largest expense and every year demands from broadcasters and large media conglomerates get more extreme. In fact, the rates WOW! pays to carry cable and broadcast TV channels are expected to rise approximately 35% in the next five years.

As a result of these cost increases, the price for your WOW! service will increase by **\$11.00** per month, which will be reflected in next month's bill.

We are committed to doing everything in our power to negotiate with broadcast and cable networks for reasonable rates so we can minimize our price adjustments. If you would like to better understand the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are grateful to be your Internet, cable and phone provider and we'll keep working to earn the privilege of serving you.

Thank you for choosing WOW!.

Pricing for WOW! Services excludes taxes, fees (such as applicable franchise, PEG and right-of-way access fees), the Network Line Fee/Subscriber Line Charge, the Broadcast TV Fee, Sports Surcharge, government program related fees (such as applicable 911 fees, and USF and TRS charges), additional equipment, installation and service call charges, and usage-based charges. ©2019 WideOpenWest Finance, LLC.

Important Information

About Your WOW! Bill



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TV programming is WOW!'s single largest expense and every year demands from broadcasters and large media conglomerates get more extreme. In fact, the rates WOW! pays to carry cable and broadcast TV channels are expected to rise approximately 35% in the next five years.

As a result of these cost increases, the price for your WOW! service will increase by **\$11.00** per month, which will be reflected in next month's bill.

We are committed to doing everything in our power to negotiate with broadcast and cable networks for reasonable rates so we can minimize our price adjustments. If you would like to better understand the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are grateful to be your Internet, cable and phone provider and we'll keep working to earn the privilege of serving you.

Thank you for choosing WOW!.

Pricing for WOW! Services excludes taxes, fees (such as applicable franchise, PEG and right-of-way access fees, the Subscriber Line Charge and Network Line Fee), the Broadcast TV Fee, Sports Surcharge, government program related fees (such as applicable 911 fees, and USF and TRS charges), additional equipment, installation and service call charges, and usage-based charges. ©2019 WideOpenWest Finance, LLC.

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Important Information About Your WOW! Bill



We know you expect value for your money when it comes to Internet, cable and phone services. At WOW! our goal is to deliver an exceptional customer experience at a fair price. However, each year the licensing fees WOW! is charged by the networks to deliver our customers' favorite broadcast and cable networks continue to rise dramatically.

TV programming is WOW!'s single largest expense and every year demands from broadcasters and large media conglomerates get more extreme. In fact, the rates WOW! pays to carry cable and broadcast TV channels are expected to rise approximately 35% in the next five years.

As a result of these cost increases, the price for your WOW! bundled services including cable will increase by **\$11.00** per month, which will be reflected in next month's bill.

We are committed to doing everything in our power to negotiate with broadcast and cable networks for reasonable rates so we can minimize our price adjustments. If you would like to better understand the cost of cable programming, please visit www.wowway.com/aboutprogramming.

We are grateful to be your Internet, cable and phone provider and we'll keep working to earn the privilege of serving you.

Thank you for choosing WOW!.

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