

BIRMINGHAM CITY COMMISSION AGENDA
AUGUST 10, 2020
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.
VIRTUAL MEETING

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk Designee

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

ANNOUNCEMENTS:

- All city offices remain closed to the public. All departments are accessible via phone and email. Payments may be dropped off using the convenient drop box, located behind City Hall and accessible via the Police Department parking lot off Henrietta Street.
- The Baldwin Library is open to the public. Building capacity is limited, and people are asked to limit their stay to 45 minutes. Public computer use is restricted to 30 minutes. Masks and social distancing are required. The Library is open on its regular schedule, seven days a week, and is also offering Curbside Pickup service to patrons during limited hours, which are listed on the Library's website.
- MeLCat, Michigan's statewide interlibrary loan program, is resuming service on Monday, August 10. The Baldwin Library will begin accepting requests on that day.
- We encourage everyone to sign up for our email distribution system to receive the latest information from the City. You can do this by going to our website and clicking on the box in the lower right corner of your screen to sign up.
- The City Commission would like to thank Bill Wiebrecht for his years of service as a long-standing member of the Parks and Recreation Board. Bill was appointed to the Parks Board in October 1991 and resigned his term in June of 2020, with 29 years of dedicated service to the City of Birmingham.
- The City Commission thanks Michael Horowitz for his service to the city on the Advisory Parking Committee.
- The Clerk's Office and City Commission would like to thank all of the Election Inspectors and City Staff that helped with conducting a successful election on August 4th for the State Primary. We appreciate all of the voters who participated safely, turnout for this election was about 39% which was above the average for Oakland County.

APPOINTMENTS:

- A. Advisory Parking Committee
1. Steven Kalczynski

To appoint ____ to the Advisory Parking Committee as a regular member who is a large

retail representative within the parking assessment district to serve a three-year term to expire September 4, 2023.

B. Greenwood Cemetery Advisory Board

1. Joseph Vercellone

To appoint _____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2023.

C. Historic District Study Committee

1. Jenny Roush
2. Joy Cantor

To appoint _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2023.

To appoint _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2023.

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

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

D. Board of Building Trades Appeals

1. Denny Mando
2. Scott Sirich

To appoint _____ to the Board of Building Trades Appeals as a regular member to serve a three-year term to expire May 23, 2023.

To appoint _____ to the Board of Building Trades Appeals as a regular member to serve a three-year term to expire May 23, 2023.

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

V. 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.
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- A. Resolution approving the City Commission meeting of July 20, 2020.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated July 22, 2020 in the amount of \$695,837.64.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated July 29, 2020 in the amount of \$7,023,607.81.

- D. Resolution approving the warrant list, including Automated Clearing House payments, dated August 5, 2020 in the amount of \$549,867.45.
- E. Resolution authorizing the IT department to purchase 10 laptops from CDW Government, 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515 using MiDeal government pricing of \$924.88 each total cost of \$9,248.80 using funds from the Equipment under \$5,000 fund account # 636-228.000-799.0000.
- F. Resolution authorizing the IT department to purchase 95 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$15031.85. Funds are available in the IT Computer Maintenance fund account # 636-228.000-933.0600.
- G. Resolution approving a special event permit as requested by Piety Hill Chapter, NSDAR to hold the Veterans Day Wreath Laying Ceremony in Shain Park November 11, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.
- H. Resolution approving the outside agency service agreements for services described in Attachment A of the agreement for fiscal year 2020-21 with Birmingham Bloomfield Community Coalition in the amount of \$3,000, Birmingham Youth Assistance in the amount of \$18,000 and Common Ground in the amount of \$1,500 from account number 101-301.000-811.0000, further directing the Mayor and City Clerk to sign the agreements on behalf of the City.
- I. Resolution awarding the 2020 Concrete Sidewalk Repair Program, Contract #1-20 (SW) to Luigi Ferdinandi & Sons Cement Company, Inc., in the amount of \$573,970.00, to be charged to the various accounts as detailed in the report, contingent upon execution of the agreement and meeting all insurance requirements.
- J. Resolution authorizing the City Manager to cast a vote, on the City's behalf, for the two incumbent members of the Michigan Municipal League Workers' Compensation Fund for four-year terms, beginning October 1, 2020.
- K. Resolution accepting the resignation of William Wiebrecht from the Parks & Recreation Board, thanking him for his service, and directing the City Clerk to fill the vacancy.
- L. Resolution approving the purchase of one 2021 Ford Explorer Police Interceptor from Gorno Ford through the MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$36,830.00 from the Auto Equipment Fund account #641-441.006.971.0100.
- M. Resolution approving the purchase of one 2020 Ford Escape S 4x2 FWD from Gorno Ford through the MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$20,928.00 from the Auto Equipment fund account #641-441.006.971.0100.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Public hearing – 1365 Chapin
 - 1. Resolution cancelling the public hearing as prescribed in Section 50-42 of the Birmingham City Code for August 10, 2020, for the property located at 1365 Chapin.
- B. Public hearing to consider a final site plan and special land use permit amendment - Pernoi, 310 E. Maple
 - 1. Resolution approving a Final Site Plan and Special Land Use Permit Amendment for 310 E. Maple to allow a change in name from Pernoi to Casa Pernoi. (complete resolution in agenda packet)
- C. Resolution approving the temporary installation of Laurie Tennent's eight art works along Booth Trail, Quarton Lake Trail and Linden Trail as identified in the application filed by Robert Kidd Gallery, dated June 16, 2020, for a period of one year.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - Notice of Intention to appoint to the Design Review Board, Historic District Committee, and Parks and Recreation Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XI. ADJOURN

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

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

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



cheryl arft <carft@bhamgov.org>

RE: Advisory Parking Committee - Expiring terms

1 message

Michael Horowitz <Michael@tricapre.com>
To: cheryl arft <carft@bhamgov.org>

Sat, Jul 18, 2020 at 5:18 PM

Hi Cheryl,

I will not be re-applying.

Thanks,

Michael

From: cheryl arft <carft@bhamgov.org>
Sent: Wednesday, July 15, 2020 8:35 AM
Subject: Advisory Parking Committee - Expiring terms

Good morning!

Your term on the APC will expire on 9/4/2020. If you are interested in re-applying to serve another term, I ask that you complete the 3 documents attached and return them to me on or before August 5, 2020 by noon.

When returning the documents, please indicate whether or not you are available to attend the City Commission meeting (virtually) at 7:30 P.M.

ANNOUNCEMENTS

If you decide you do not wish to re-apply, please send me an email with that information.

Thank you!

Cheryl Arft

Acting City Clerk

City of Birmingham

151 Martin Street

Birmingham, MI 48009

248-530-1880

248-530-1080 (fax)

carft@bhamgov.org



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, August 10, 2020, the Birmingham City Commission intends to appoint three regular members to the Advisory Parking Committee to serve three-year terms expiring September 4, 2023. (a large retail representative, a downtown employee member, and a restaurant owner) and two alternate members to serve a three-year term to expire 9/4/2023.

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, August 5, 2020. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and voter on appointments.

Committee Duties

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Downtown commercial large retail business.
Steve Kalczynski	Large Retail

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

SUGGESTED ACTION:

To appoint ___ to the Advisory Parking Committee as a regular member who is a large retail representative within the parking assessment district to serve a three-year term to expire September 4, 2023.



ADVISORY PARKING COMMITTEE

Resolution No. 8-882-84 - August 6, 1984. Amended by Resolution No. 9-989-84 September 4, 1984. Amended by Resolution No. 05-152-00 May 22, 2000. Amended by Resolution No. 05-139-17 May 22, 2017. Amended by Resolution No. ##-###-19, October 28, 2019.

Terms: Three years

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

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

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

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The committee shall recognize parking requirements of the CBD and

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Astrein	Richard	(248) 399-4228	12/9/2019	9/4/2021
13125 Ludlow			BSD member	
Huntington Woods	48070	<i>richard@astreins.com</i>		
Champagne	Gayle	(248) 978-5581	9/23/2019	9/4/2022
833 Hazel			Resident Shopper	
Birmingham	48009	<i>gchampagne1@aol.com</i>		
Honhart	Anne	(248) 644-3678	9/4/1984	9/4/2021
197 E. Frank			Resident	
Birmingham	48009	<i>ahonhart@atlaswelding.com</i>		
Horowitz	Michael	(248) 613-8600	10/28/2019	9/4/2020
559 S. Bates			Alternate	
Birmingham	48009	<i>Michael@tricapre.com</i>		

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Kalczynski	Steven		11/26/2012	9/4/2020
100 Townsend		(248) 642-7900	Large Retail	
Birmingham	48009	<i>skalczynski@yahoo.com</i>		
Krueger	Lisa	(248) 921-0099	3/30/2015	9/4/2020
348 Ferndale Ave			Downtown Employee Member	
Birmingham	48009	<i>lisakrug21@gmail.com</i>		
Paskiewicz	Judith	248-642-3337		9/4/2022
560 Woodland			Professional Firm	
Birmingham	48009	<i>judithpaskiewicz</i>		
Silverman	Lisa	248-642-3337	10/7/2019	9/4/2022
1200 Latham			Resident	
Birmingham	48009	<i>lilas229@aol.com</i>		
VACANT				9/4/2020
			Restaurant Owner	
Vaitas	Algirdas	(248) 593-3177	11/13/2006	9/4/2021
2633 Endsleigh Drive			Small Retail	
Bloomfield Village	48301	<i>alvorth@aol.com</i>		
Yert	Jennifer	617-308-0080	8/13/2018	9/4/2020
490 Park St.			Alternate (Downtown Employee)	
Birmingham	48009	<i>sulesq@yahoo.com</i>		

CITY BOARD/COMMITTEE ATTENDANCE RECORD

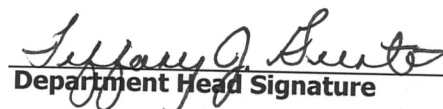
Name of Board: **Advisory Parking Committee**
 Members Required for Quorum: **4**

Year: **2020**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																	
Champagne, Gayle	P	P	CM	NM	P	NM	NM								3	0	100%
Honhart, Anne	A	A	CM	NM	A	NM	NM								0	3	0%
Kalczynski, Steven	P	P	CM	NM	A	NM	NM								2	1	67%
Krueger, Lisa	P	P	CM	NM	A	NM	NM								2	1	67%
Paskiewicz, Judith	P	P	CM	NM	A	NM	NM								2	1	67%
Vaitas, Al	A	P	CM	NM	P	NM	NM								2	1	67%
Silverman, Lisa	P	A	CM	NM	P	NM	NM								2	1	67%
Astrein, Richard	P	P	CM	NM	P	NM	NM								2	1	67%
VACANT															3	0	100%
ALTERNATES																	
Yert, Jennifer (8/2018)	P	P	CM	NM	P	NM	NM										
Horowitz, Michael	A	A	CM	NM	P	NM	NM										
Reserved																	
Reserved															0	0	#DIV/0!
Present or Available	7	7	0	0	6	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!

KEY:

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


 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Advisory Parking Committee Year: 2019
Members Required for Quorum: 4

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

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Advisory Parking Committee

Year: 2018

Members Required for Quorum: 4

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

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

 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Advisory Parking Committee

Year: 2017

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																	
Champagne, Gayle	NM	P	A	P	A	P	P	P	NM	P	P	P			8	2	80%
Honhart, Anne	NM	A	P	P	A	A	P	P	NM	P	A	P			6	4	60%
Kalczynski, Steven	NM	P	P	P	P	P	P	P	NM	A	P	P			9	1	90%
Krueger, Lisa	NM	A	A	P	P	P	A	P	NM	A	P	P			6	4	60%
Paskiewicz, Judith	NM	P	P	P	P	P	P	A	NM	P	A	P			8	2	80%
Vaitas, Al	NM	P	P	P	P	P	P	P	NM	P	P	P			10	0	100%
VACANT															0	0	#DIV/0!
VACANT																	
VACANT																	
ALTERNATES																	
VACANT																	
VACANT																	
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	0	4	4	6	4	5	5	5	0	4	4	6	0	0			

KEY:

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

Department Head Signature



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Parking Advisory Committee

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

Name Steven Kalczynski

Phone 2482501301

Residential Address 1883 Shipman Blvd

Email * skalczynski@townsendhotel.com

Residential City, Zip 48009

Length of Residence 3 years

Business Address 100 Townsend Street

Occupation Managing Director

Business City, Zip 48009

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

I have been on the board since 2012

List your related employment experience Townsend Hotel, eight years

List your related community activities Also on Detroit Public TV Board of Directors

List your related educational experience Rutgers University-MBA 1999, Northeastern University B.A. 1978

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

7/15/2020

Signature of Applicant

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 carft@bhamgov.org or by fax to 248.530.1080.

Updated 12/02/19

**By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.*



NOTICE OF INTENTION TO APPOINT TO THE GREENWOOD CEMETERY ADVISORY BOARD

At the regular meeting of Monday, July 13, 2020 the Birmingham City Commission intends to appoint two regular members to the Greenwood Cemetery Advisory Board to serve three-year terms to expire July 6, 2023.

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

Interested citizens may submit a form available at the City Clerk's Office on or before noon on Wednesday, July 8, 2020. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Committee Duties

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

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

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

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications Must be a resident of Birmingham and insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.
Joseph Vercellone	Resident; owner of burial site

SUGGESTED RESOLUTION:

To appoint_____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2023.



GREENWOOD CEMETERY ADVISORY BOARD

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

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

Term: Three years.

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

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

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Buchanan	Linda	(248) 646-3297	12/14/2015	7/6/2022
1280 Suffield			Vice-Chairperson	
Birmingham	48009	<i>rlb4149@yahoo.com</i>		
Peterson	Linda	(248) 203-9010	11/24/2014	7/6/2021
1532 Melton			Family member interred in cemetery; owner of burial site and intending to be interred in Greenwood; person familiar with and interested in the history of Birmingham.	
Birmingham	48009	<i>lpeterson02@comcast.net</i>		

Last Name	First Name	Home Business	E-Mail	Appointed	Term Expires
Schreiner 591 Bird Birmingham	Laura 48009	(248) 593-0335	<i>laschreiner@yahoo.com</i>	11/24/2014 owner of burial site in Greenwood; person familiar with and interested in the history of Birmingham.	7/6/2021
Stern 1090 Westwood Birmingham	George 48009	(248) 345-2750	<i>sterngeo@aol.com</i>	11/24/2014 Person familiar with and interested in the history of Birmingham; person with experience in landscape architecture, horticulture, or law.	7/6/2021
Suter 1795 Yosemite Birmingham	Margaret 48009	(248) 644-5925	<i>maasuter@gmail.com</i>	5/23/2016 owns a plot, relative buried in Greenwood Cemetery	7/6/2022
Vacant					7/6/2023
Vacant					7/6/2023



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Will Attend	<input type="checkbox"/> 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 Greenwood Cemetery

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

Name Joseph Vercellone

Phone 248-798-0460

Residential Address 572 W Lincoln St

Email Jvercellone@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 20+ years

Business Address Ascension Providence Rochester

Occupation Physician

Business City, Zip Rochester, MI 48307

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

List your related employment experience Physician (2016-Present); IT Account Executive (2001-2010)
(CV attached)

List your related community activities My volunteer and community experience as been through work at Christ Church Cranbrook with the homeless and with disadvantaged communities.

List your related educational experience BFA Film & TV from NYU (1990); MD from Oakland University (2016)

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

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

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

Signature of Applicant

07/19/2020

Date

Application for Greenwood Cemetery Committee

I have been a resident of Birmingham for over 20 years and, in that time, have developed an interest in and respect for Greenwood Cemetery. The cemetery stands as an important historical landmark in the city and is the final resting place for many of those responsible for the city's establishment and growth. My wife and I have purchased a plot at Greenwood in order to remain a permanent part of the town's history. I am especially interested in increasing the public's awareness of Greenwood Cemetery and the stories behind its interred residents. As an amateur historian and genealogist, I enjoy researching historical records to uncover the biographies of our ancestors – in fact, I have traced my own line back to the 1550s in Italy. I am very familiar with researching genealogical records both online and within original documents. I hope to use my love of history, genealogy, and story-telling to further develop Greenwood's legacy. I also have over 30 years work experience in team-collaboration, project management, and communications (through my years in IT consulting and then public health). I believe these skills will make me a productive member of the Greenwood Committee team.

Sincerely,
Joseph Vercellone
07/19/2020

Joseph Vercellone MD

844 Ruffner Avenue, Birmingham, Michigan 48009
248-798-0460 | jvercellone@gmail.com

Education & Training

- Jun 2016 – Jun/2019 **Beaumont Health - Royal Oak**, Royal Oak, MI,
Residency: Internal Medicine
- Aug 2012 – May 2016 **Oakland University William Beaumont School of Medicine**, Rochester, MI
Doctor of Medicine
- Sep 1987 – May 1990 **New York University**, New York, NY
BFA: Film and Television

Appointments & Employment

- Jul 2020 – Present **Ascension Providence Rochester**, Rochester, MI
Academic Internal Medicine Faculty
- Internal Medicine physician for both inpatient and outpatient care
 - Oversee the work of resident physicians and medical students
 - Deliver curriculum through lectures, training sessions and publications
- Jul 2019 – Jun 2020 **Beaumont Health – Royal Oak**, Royal Oak, MI
Chief Resident of Internal Medicine
- Develop rotation schedules for residents on Internal Medicine rotations
 - Staff students and residents in the outpatient clinic and inpatient floors
 - Deliver weekly educational lectures and training sessions
- Apr 2001 – May 2010 **RCM Technologies**, Troy, MI
Senior Account Executive
- Managed Fortune 500 client base for a Microsoft-consulting partner
 - Analyzed business processes and corporate needs to design and implement collaborative and process-automation solutions
- Jan 1999 – Apr 2001 **Big Net Interactive**, Pontiac, MI
- May 1994 – Dec 1998 **C3 Communications**, Troy, MI
- Aug 1993 – May 1994 **Trio Communications**, Flint, MI
- May 1990 – Aug 1993 **General Motors Corporation**, Warren, MI

Certifications and Licensures

- Medical License, 4301117229, State of Michigan
- Controlled Substance, 5315204552, State of Michigan
- Board Certification pending (scheduled Aug 2019)
- Advanced Training in Pain Management: An Interdisciplinary Approach (2019)
- Advanced Cardiac Life Support (ACLS)/Basic Life Support (BLS) (2018)
- Residents as Teachers Certification (2018)

Publications

- Joseph Vercellone. A Curriculum for Emergency Medicine Primary/Secondary Surveys for the Trauma Patient (Virtual OSCE). *MedEdPortal, iCollaborative*. 02/2016
- Dailey WA, Drenser KA, Wong SC, Cheng M, Vercellone J, Roumayah KK, Feeney EV, Deshpande M, Guzman AE, Trese M, Mitton KP. Ocular coherence tomography image data of the retinal laminar structure in a mouse model of oxygen-induced retinopathy. *Data in brief*. 10/2017; 15: 491-495.
- Dailey WA, Drenser KA, Wong SC, Cheng M, Vercellone J, Roumayah KK, Deshpande M, Guzman AE, Trese M, Mitton KP. Norrin treatment improves ganglion cell survival in an oxygen-induced retinopathy model of retinal ischemia. *Experimental eye research*. 11/2017; 164: 129-138.
- Vercellone J, Cohen L, Mansuri S, Zhang PL, Kellerman PS. Bartonella Endocarditis Mimicking Crescentic Glomerulonephritis with PR3-ANCA Positivity. *Case reports in nephrology*. 08/2018; 2018.

Posters/Presentations

- Joseph Vercellone, Lynda Misra. Noonan Syndrome in the Clinical Setting. Sep 2013. *ACP Michigan Chapter Annual Scientific Meeting*
- Joseph Vercellone, Lynda Misra. Measuring the Effectiveness of Peer-Assisted Clinical Skills Training. Oct 2014. *ACP Michigan Chapter Annual Scientific Meeting*
- Joseph Vercellone, Lisa Cohen, Saima Mansuri, Ping Zhang, Paul Kellerman. Bartonella Endocarditis Mimicking ANCA-Associated Glomerulonephritis. Nov 2017. *American Association of Nephrology*
- Joseph Vercellone, Sunitha Sathakumar, Maurice Kavanaugh. Impact of Video-Based OSCEs on Medical Student Reasoning and Medical Decision-Making. 07/2019. *Grand Rounds, Department of Internal Medicine, Beaumont Hospital, Royal Oak*

Committees and Leadership Activities

Aug 2019 – Present	Patient Flow Taskforce, Beaumont Health, Royal Oak, MI
Jul 2018 – Present	Integrated Medical Unit Advisory Committee, Beaumont Health, Royal Oak, MI
Jul 2018 – Present	Patient-Family Advisor Committee, Beaumont Health, Royal Oak, MI
Jul 2017 – Jun 2018	Graduate Medical Education Committee, Beaumont Health, Royal Oak, MI
Jul 2016 – Jun 2018	Resident/Fellow Council, Beaumont Health, Royal Oak, MI

Awards & Honors

Mar 2018	Gold Humanism Honor Society
Jun 2014	Outstanding Student in Promotion and Maintenance of Health Course Oakland University William Beaumont School of Medicine
Jun 2014	Outstanding Student in the Renal & Urinary Course Oakland University William Beaumont School of Medicine
Jun 2014	Outstanding Student in the Behavioral Science Course Oakland University William Beaumont School of Medicine
Jun 2013	Myron Leban Award for Outstanding Student in the M1 Art & Practice of Medicine Oakland University William Beaumont School of Medicine

Personal Information

- Married with three children
- Interest include traveling, cooking and genealogy

References

- Available upon request



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, June 8, 2020, the Birmingham City Commission intends to appoint two regular members to the Historic District Study Committee to serve three-year terms to expire June 25, 2023, and two regular members to serve the remainder of three-year terms to expire June 25, 2022.

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, June 3, 2020. 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.
Jenny Roush	Former member of committee; interior design & historic preservation degree
Joy Cantor	Studied Art History; interest in/knowledge of historic preservation

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 a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2023.

To appoint _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2023.

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

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



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	First Name	Home Business E-Mail	Appointed	Term Expires
Beshouri	Paul	(248) 895-4576 <i>beshouri24@gmail.com</i>	12/12/2016	6/25/2022
1740 Grant				
German	Jacob	(734) 934-9051 <i>jake@dunaskiss.biz</i>	1/14/2019	6/25/2021
475 S. Adams #18				
McGough	Colleen	(248) 808-4410 <i>mcgough88@comcast.net</i>	1/14/2019	6/25/2021
543 Watkins				
VACANT				6/25/2022

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT				6/25/2022
VACANT				6/25/2023
Xenos 608 W. Lincoln	Michael	(248) 496-8983 <i>mxenos@comcast.net</i>	2/22/2016 Nat'l Trust for Historic Preservation	6/25/2020



OFFICE USE ONLY
Meets Requirements? ☒ Yes ☐ No
☒ Will Attend / ☐ 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 Historic District Study Committee

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

Name Jenny Roush

Phone 248-736-2801

Residential Address 2010 Buckingham

Email jennygwtw@comcast.net

Residential City, Zip Birmingham, 48009

Length of Residence 30 years

Business Address _____

Occupation Design Assistant

Business City, Zip _____

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

I have lived in Birmingham most of my life, am a graduate of Seaholm, worked for the city for almost 10 years, I understand what the community represents.

List your related employment experience I used to work at the Birmingham Museum

List your related community activities I served on this board in the mid 2000s

List your related educational experience I have a degree in interior design and historic preservation from SCAD

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

Jenny Roush
Signature of Applicant

7/20/2020
Date

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 " (see back of this form for information)

Name Joy Cantor Phone 248.752.7773

Residential Address 636 Lakeview Ave. Email Joycantor@me.com

Residential City, Zip Birmingham, MI 48009 Length of Residence 6 1/2 years

Business Address above Occupation Master Gardener,

Business City, Zip above Landscape design,
interior plantings

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

I have studied Art History @ O.U. I was almost graduated but had to deal w/my divorce after 25 years. Once done w/that, I decided to become a certified master gardener by going to night

List your related employment experience School @ WSU extension (keep me busy @ night.)

I have virtually no employment experience.

List your related community activities Volunteer-wise I have been involved in excavating? creating preservation

Very involved as a leader of the renewal: beautification of Lakeview Avenue as we go through many changes on our historical street.

List your related educational experience Volunteer for cystic fibrosis in the

80's, leading fundraisers: eventually becoming employed as an Event Fundraiser Leader. 6 years @ Sasha Farm, Manchester, Mich. →

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? No

Signature of Applicant [Signature]

Date 7-22-20

Continuing "Reason For Interest"

I have visited many, many historical museums in several countries; I have a great interest & curiosity in preservation & knowledge gained from studying history & art history. I wrote and presented a thesis @ OU on Robert Indiana's "LOVE." I spoke to him a number of times while he was

living on an island off the coast of main. I got special permission to be escorted to the storage rooms @ the DIA to document & report to him his original pieces that were not currently on display & helped him to move what was stored & what was displayed for his liking, as many other pieces meant more to him than his "LOVE." In fact, he actually hated the "LOVE."

I have a deep interest in preservation & understanding the importance of it & something I get excited about sharing w/ people. As a Certified Master Gardener I use many historical vessels in my work to enhance the value, understanding & love of the piece I create.

Continuing "Educational Experience"

Saving abused, neglected & sick animals while helping to create an environment of safety & love - also procuring & protecting old buildings, cemeteries & water features strictly from existing & natural earth components.

Volunteer work for the Haven to the extent of preserving & redoing the lands, gardens & buildings.



NOTICE OF INTENTION TO APPOINT TO BOARD OF BUILDING TRADES APPEAL

At the regular meeting of Monday, May 11, 2020 the Birmingham City Commission intends to appoint to the Board of Building Trades Appeals two regular members to serve three-year terms to expire May 23, 2023. Applicants shall be qualified by experience or training in fields such as architecture, engineering, mechanical engineering, building, electrical plumbing, heating or refrigeration.

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, May 6, 2020. 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.

The Board of Building Trades Appeal hears and grants or denies requests for variances from strict application of the provisions of the Michigan Building, Residential, Mechanical and Plumbing Codes and the National Electrical Code. The board will decide on matters pertaining to specific code requirements related to the construction or materials to be used in the erection, alteration or repair of a building or structure.

NOTE: Attendance records are not included in this report because the Board has not met since before 2015.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be qualified by experience or training.
Dennis Mando	Heating contractor
Scott H. Sirich	Construction Law 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 _____ to the Board of Building Trades Appeals as a regular member to serve a three-year term to expire May 23, 2023.

To appoint _____ to the Board of Building Trades Appeals as a regular member to serve a three-year term to expire May 23, 2023.



BOARD OF BUILDING TRADES APPEALS

Chapter 22, Article II, 1972 PA 230, MCL 125.1514

Members shall be qualified by experience or training (such as Architect, Engineer, Mechanical Engineer, Building Contractor, Electrical Contractor, Plumbing Contractor, Heating Contractor, and Refrigeration Contractor).

Term: Three years – 6 members

The Board of Building Trades Appeal hears and grants or denies requests for variances from strict application of the provisions of the Michigan Building, Residential, Mechanical and Plumbing Codes and the National Electrical Code. The board will decide on matters pertaining to specific code requirements related to the construction or materials to be used in the erection, alteration or repair of a building or structure.

Last Name	First Name	Home Business	E-Mail	Appointed	Term Expires
Force	David	(248) 420-9968	12/11/2006	5/23/2021	
557 Henrietta St.			Building Contractor		
Birmingham	48009	<i>force0621@ameritech.net</i>			
Klein	Bradley	(248) 863-6302	6/4/2018	5/23/2022	
5063 Parkside Drive			Electrician		
West Bloomfield	48323	<i>bklein@kleinelectric.net</i>			
Mando	Dennis	(248) 767-0515	1/30/2006	5/23/2020	
5310 Heron Cove		(248) 669-4338	Heating Contractor		
Beaverton	48612	<i>denny@dennysonline.com</i>			
Stahelin	Benjamin	(248) 210-7764	2/22/2016	5/23/2020	
1832 East Lincoln					
Birmingham	48009	<i>stahelinbenjamin@gmail.com</i>			
White	Ronald	(248) 543-5532	7/15/1991	5/23/2021	
1825 Bellaire			Electrical Contractor		
Royal Oak	48067	<i>offices@rdwhiteco.com</i>			

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Board of Building Trades and Appeals

Specific Category/Vacancy on Board Regular Member - 2 vacancies (see back of this form for information)

Name Scott H. Sirich

Phone 248-385-5398

Residential Address 1756 Melbourne

Email ssirich@plunkettcooney.com

Residential City, Zip Birmingham, Michigan 48009

Length of Residence Life time

Business Address 38505 Woodward Ave, Ste 100

Occupation Attorney

Business City, Zip Bl. Hills, Michigan 48304

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
See Response to Question 1, attached.

List your related employment experience _____
See Response to Question 2, attached.

List your related community activities _____
See Response to Question 3, attached.

List your related educational experience _____
See Response to Question 4, attached.

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

No _____

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

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


Signature of Applicant

July 22, 2020
Date

Response to Question 1:

I have lived in Birmingham my whole life, with the exception of my college years. I attended Quarton, Covington and Seaholm (class of 1985) and view this as an opportunity to give back to the community I love so much. I am an attorney at the local law firm of Plunkett Cooney and have lead the firm's Construction Law practice area for many years. I have attached my resume for reference. I feel I am more than qualified to serve on the Board of Building Trades and Appeals given my decades of experience in the construction arena including in the areas of architecture, engineering, mechanical engineering, building, electrical plumbing, heating or refrigeration. My practice is dedicated to representing practitioners in all these disciplines.

Response to Question 2:

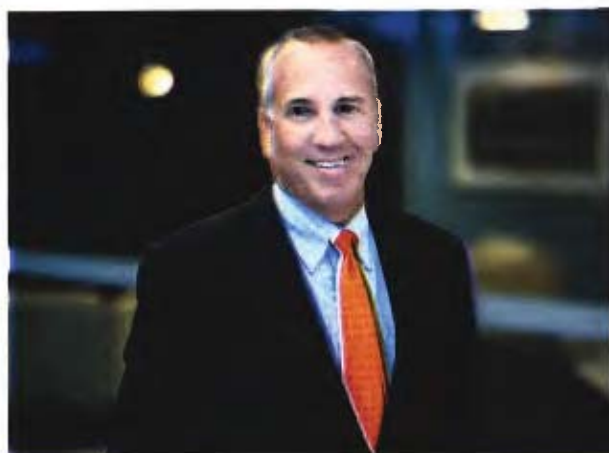
Please see my response to Question 1, above, and my attached resume.

Response to Question 3:

My time has been dedicated to raising my 2 girls the past 15 years. I am active in my church community and the First United Methodist Church, but this is the first time I've sought to give back my community in this fashion .

Response to Question 4:

Please see my response to Question 1, above, and my attached resume.



Scott H. Sirich

PARTNER

38505 Woodward Ave.

Suite 100

Bloomfield Hills, MI 48304

T: (248) 594-8228 | F: (248) 901-4040

ssirich@plunkettcooney.com

Practice Areas

Architect & Engineer Liability

Construction Law

Construction Lien Law

Construction Site Accidents

Contractors' Legal Issues

Insurance Coverage Law

OSHA/MIOSHA Issues

Education

- Wayne State University Law School, J.D., 1992
- University of Michigan, B.A., English and Economics, 1989

Admissions

Michigan, 1992

Scott H. Sirich has been a partner at Plunkett Cooney since 2001 and has served as the firm's Construction Law Practice Group Leader since 2002.

Mr. Sirich represents architectural and engineering design firms, construction managers, general contractors, subcontractors, owners, and developers in all construction matters both directly and through insurance carriers. He focuses his practice in the areas of construction law, architects and engineers' liability, insurance law, occupational health and safety law and general commercial litigation.

Mr. Sirich is a member of numerous professional organizations. He graduated from Wayne State University School of Law in 1992, and earned his undergraduate degree in English and Economics from the University of Michigan 1989.

Representative Client Work

- Defended nationally-recognized, architectural design firm in multi-million dollar litigation involving delay claims, labor disruption and inefficiency claims, and alleged professional negligence arising out of the design and construction of a \$100,000,000 forensic psychiatric facility for the State of Michigan
- Defended national MEP design firm in arbitration and federal court litigation involving design and construction of \$500,000,000, university-affiliated cardiovascular hospital
- Served as monitoring counsel for all claims involving a \$40,000,000 OCIP/PMCIIP related to a \$500,000,000 public works project in Michigan

SCOTT H. SIRICH Cont.

- Defended numerous design professionals on various claims arising out of the design and construction of the new McNamara Terminal at the Detroit Metropolitan Airport
- Michigan counsel for international design firm involved in numerous federal, state, and local bridge, highway and road construction projects
- Represented and served as general counsel for large contracting firms and design professionals in all legal matters, including lien law, contract negotiation, risk management, ADR and litigation.
- Defended design firms in multi-million dollar litigation involving significant construction projects at state universities
- Construction counsel for local colleges and other public institutions in all construction matters
- National construction defect counsel for State of Michigan for large insurance carrier involved in the coordination of emergency/rapid response investigations and all manner of defense and investigation of construction defect and accident claims

Professional Affiliations

- State Bar of Michigan (Real Property Law Section - Construction Committee)
- American Bar Association (Member-Forum on the Construction Industry)
- American Arbitration Association Advisory Board (2004-2006)
- Defense Research Institute (Construction Law Committee)
- International Association of Defense Counsel

Publications and Lectures

- "Minimizing Engineering Liability Exposure," seminar sponsored by Half Moon, LLC, lecturer, Dec. 13, 2011
- "AIA Contracts," seminar sponsored by Lorman Education Services, lecturer, Feb. 21, 2006
- "AIA Contracts", seminar sponsored by Lorman Education Services, lecturer, Feb. 25, 2005
- "Time Waits for No One: Statutory Time Limitations on Construction Claims, article, CAM Magazine, Vol. 25, No. 8, August 2004
- "Architect/Engineer Liability and Practice in Michigan," seminar sponsored by Lorman Education Services, lecturer, Jan. 10, 2003
- "Solving Water Intrusion and Mold Problems in Michigan," seminar sponsored by Lorman Education Services, lecturer, Aug. 7, 2003
- "Solving Water Intrusion and Mold Problems in Michigan," seminar sponsored by Lorman Education Services, lecturer, Aug. 15, 2002

SCOTT H. SIRICH Cont.

- "Construction Claims in Michigan," seminar sponsored by Lorman Education Services, lecturer, Oct. 3, 2002
- "Michigan Law for Design Professionals," seminar sponsored by Lorman Education Services, lecturer, Sept. 14, 1999
- "Construction Law for Attorneys in Michigan," seminar sponsored by Lorman Education Services, lecturer, Nov. 30, 1999
- "OSHA Issues and Answers," seminar sponsored by Lorman Education Services, lecturer, Nov. 9, 1994

Honors & Recognitions

- Best Lawyers in America® for Construction Law (Copyright 2019 by Woodward/White, Inc., of Aiken, SC), 2012 - 2020
- Best Lawyers in America® for Construction Litigation (Copyright 2019 by Woodward/White, Inc., of Aiken, SC), 2020
- Leading Lawyer in Construction Law, Leading Lawyers Magazine Michigan, 2015
- Martindale-Hubbell's highest rating-AV Preeminent™ Peer Review Rated
- Michigan Super Lawyer in Construction Litigation, Michigan Super Lawyers, a Thomson Reuters publication, 2009 - 2019
- Top Lawyer in Construction Law and Litigation, dbusiness Magazine, 2015
- Top Lawyer in Construction Litigation, dbusiness Magazine, 2014, 2020
- Appointment to AAA Construction Advisory Committee



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest DENNIS J. MANDO

Specific Category/Vacancy on Board HEATING APPALS (see back of this form for information)
Regular member

Name DENNIS J. MANDO

Phone 248-767-0515

Residential Address 1831 AUSTIN DR

Email * DENNY@DENNYSONLINE.COM

Residential City, Zip TROY MI. 48063

Length of Residence 10 YEARS

Business Address SAME AS ABOVE

Occupation _____

Business City, Zip _____

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

I have held this position for approx 15-20 years

List your related employment experience DENNY'S HEATING, COOLING AND REFRIGERATION SERVICE - 45 YEARS

List your related community activities CONTRACTOR IN BIRMINGHAM FOR 45 YEARS

List your related educational experience HENRY FORD SCHOOL - 4 YEARS 1964-1968

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? NO

Are you an elector (registered voter) in the City of Birmingham? NO

Dennis J. Mando
Signature of Applicant

8-4-2020
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 carft@bhamgov.org or by fax to 248.530.1080. Updated 12/02/19

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BIRMINGHAM CITY COMMISSION MEETING
JULY 20, 2020
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.
VIRTUAL MEETING

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, called the meeting to order with the Pledge of Allegiance at 7:30 p.m.

II. ROLL CALL

Alexandria Bingham, City Clerk Designee, called the roll.

PRESENT: Mayor Boutros
Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Hoff
Commissioner Host
Commissioner Nickita
Commissioner Sherman

ABSENT: None

Administration: City Manager Valentine, City Attorneys Currier and Kucharak, Finance Director Gerber, Planning Director Ecker, DPS Director Wood, BSD Executive Director Tighe, Museum Director Pielack, IT Manager Brunk, Assistant Planning Engineer Cowan, City Clerk Designee Bingham

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

ANNOUNCEMENTS:

- All city offices remain closed to the public. All departments are accessible via phone and email. Payments may be dropped off using the convenient drop box, located behind City Hall and accessible via the Police Department parking lot off Henrietta Street.
- The Baldwin Library is open to the public. Building capacity is limited, and people are asked to limit their stay to 45 minutes. Public computer use is restricted to 30 minutes. Masks and social distancing are required. The Library is open on its regular schedule, seven days a week, and is also offering Curbside Pickup service to patrons during limited hours, which are listed on the Library's website. The expanded and renovated Youth Room will probably be opened to the public within the next several days. This will be the culmination of an eleven-month building project. The exterior landscaping will be completed in August.
- We encourage everyone to sign up for our email distribution system to receive the latest information from the City. You can do this by going to our website and clicking on the box in the lower right corner of your screen to sign up.

- The Clerk's Office reminds all registered voters that you may request an application for an Absent Voter ballot for the August 4, 2020 Primary election by downloading the application found in the Voting section of the Clerk's Office page at www.bhamgov.org/. You can return it to the Clerk's office by mail, email, fax, or by dropping it off in the city's drop box located behind City Hall in the Police Department parking lot. Please return your absentee ballot to the Clerk's office no later than 8p.m. on Election Day but preferably earlier than the deadline. Finally, if you are interested in working as an Election Inspector in Birmingham in the upcoming elections, please contact our office at elections@bhamgov.org or 248-530-1880.

IV. PUBLIC COMMENT

- Kathy Fusilier, 16400 Herman Road, Manchester, MI, a vendor to the Birmingham Farmers' Market expressed her displeasure as a vendor and the displeasure of the customers with the current drive through farmers' market. She further suggested that there is opportunity to host a walk-up market and be compliant with social distancing practices and other precautions recommended in containing the transmission of COVID19.
- Ms. Kate Bongiorno, resident, commented on the possibility of creating a public park in the space next to Fire Station #2 to accommodate the Quarton Lake Estate community with a park/playground.

V. CONSENT AGENDA

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

07-131-20 CONSENT AGENDA

Commissioner Hoff recused herself from Item A due to absence.

The following items were removed from the Consent Agenda:

Commissioner Hoff:	Item F - Davey Resource Group, Inc. Professional Services contract.
	Item I – Project Award to L.G.K. Building, Inc. for the Hunter House renovation.

MOTION: Motion by Commissioner Host, seconded by Commissioner Hoff:
To approve the Consent Agenda excluding Items F and I; and recusing Commissioner Hoff from the vote on Item A.

ROLL CALL VOTE: Yeas,	Commissioner Host Commissioner Hoff Mayor Pro-Tem Longe Commissioner Baller Commissioner Nickita Commissioner Sherman Mayor Boutros
Nays,	None

- A. Resolution approving the City Commission meeting of July 13, 2020.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated July 15, 2020 in the amount of \$1,316,111.01.
- C. Resolution setting Monday, August 10, 2020 at 7:30 PM for a public hearing date for August 10, 2020 to consider a Final Site Plan and Special Land Use Permit Amendment at 310 E. Maple to allow the change in name from Pernoi to Casa Pernoi.
- D. Resolution approving the service agreement with Next in the amount of \$120,380 for services described in Attachment A of the agreement for fiscal year 2020-2021, account number 101-299.000-811.0000, and further directing the Mayor and City Clerk to sign the agreement on behalf of the City. (complete resolution in agenda packet)
- E. Resolution approving the CARES Act Interlocal Agreement between Oakland County and the City of Birmingham and authorizing the Mayor to sign the agreement on behalf of the City.
- G. Resolution approving the purchase of one (1) 2020 GMC Sierra 2500 HD from Todd Wenzel Buick GMC through the Oakland County cooperative purchasing contract #005222 in the amount of \$32,549.00. Funds for this purchase are available in the Auto Equipment Fund, account #641-441.006.971.0100.
- H. Resolution approving free on-street parking July 22 - July 28, 2020 for the "Back to Birmingham" Sale promoted by the Birmingham Shopping District in replacement of the Day on the Town event, possibly foregoing approximately \$48,000 of revenue to the Automobile Parking System.
- J. Resolution awarding the contract for Restoration and Preservation of the Hunter House- Drainage and Masonry to L.G.K. Building, Inc., contingent upon meeting all insurance requirements, in the amount of \$51,750.00, to be charged to the Hunter House Capital Projects Account, 401-804.001- 977.0000 and further; to approve the appropriation and amendment to the fiscal year 2020-2021 General Fund budget as follows:

General Fund

Revenues:

401-000.000-400.0000	Draw from Fund Balance	<u>\$51,750</u>
	Total Revenue	<u>\$51,750</u>

Expenditures:

401-804.001-977.0000	Capital Projects-Hunter House	<u>\$51,750</u>
	Total Expenditures	<u>\$51,750</u>

07-132-20 (ITEM F) DAVEY RESOURCE GROUP, INC. PROFESSIONAL SERVICES CONTRACT

Commissioner Hoff removed this item from consent to determine who performed the tree inventory in 2012, and to request clarity on the price of the proposed service.

DPS Director Wood affirmed that the Davey Resource Group, Inc. performed the inventory.

DPS Manager Laird clarified the price.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve the contract with Davey Resource Group, Inc. for Professional Services to develop a Tree Manual and Standards of Practice for a total project cost not to exceed \$11,950.00. Funds are available from the Parks - Other Contractual Services account #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

ROLL CALL VOTE: Yeas,	Commissioner Hoff Commissioner Nickita Commissioner Baller Commissioner Host Commissioner Sherman Mayor Pro-Tem Longe Mayor Boutros
Nays,	None

07-133-20 (ITEM I) HUNTER HOUSE RESTORATION AND PRESERVATION PROJECT AWARD

Commissioner Hoff removed this item from consent for clarity of the following:

- The lowest bidder was not awarded the contract for services.
- If window replacement was part of the project scope.
- Available funding.

Museum Director Pielack explained that the two lowest bids did not reflect the actual scope of work specified by the architects and therefore disqualified themselves from award. Director Pielack affirmed that window replacement was included in the project scope and the funding is available through the transfer of unused funds from the Allen House project.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
Resolution awarding the project for Restoration and Preservation of the Hunter House-Exterior Carpentry, Trim and Paint to L.G.K. Building, Inc., contingent upon meeting all insurance requirements, in the amount of \$62,950.00, to be charged to the Hunter House Other Contractual Services account, #101-804.001-811.0000 and further; to approve the appropriation and amendment to the fiscal year 2020-2021 General Fund budget as follows:

General Fund

Revenues:

101-000.000-400.0000	Draw from Fund Balance	<u>\$62, 950</u>
Total Revenue		<u>\$62, 950</u>

Expenditures:

101-804.001-811.0000	Hunter House – Other Contractual Service	<u>\$62, 950</u>
Total Expenditures		<u>\$62, 950</u>

ROLL CALL VOTE: Yeas, Commissioner Hoff
Commissioner Sherman
Commissioner Host
Commissioner Nickita
Mayor Pro-Tem Longe
Commissioner Baller
Mayor Boutros
Nays, None

VI. UNFINISHED BUSINESS

07-134-20 PUBLIC HEARING - SLUP AMENDMENT – LUTHERAN CHURCH OF THE REDEMER

Mayor Boutros opened the continuation of the public hearing at 7:56 P.M.

Assistant Planning Engineer Cowan presented this item.

Commissioner Nickita asked if the Planning Board considered alternative material for the façade, because EIFS is not usually allowed in downtown districts because of the lack of durability.

Assistant Planning Engineer Cowan replied no, because EIFS, a synthetic stucco, was used on other parts of the building and the architects were satisfied with the application and quality of the material.

Commissioner Hoff asked for clarification of the revised plan and how the square footage was calculated. She also pointed out that the Birmingham Police Department had some concerns/comments that were not included in the packet.

Assistant Planning Engineer Cowan explained that a pedestrian walk was added to the initial plan. He further explained that for purposes of measuring building footprints, the square footage of the first floor is used as opposed to the usable square feet of the building. Assistant Planning Engineer Cowan had not followed up with the Police Department regarding their concerns.

Commissioner Baller noted that the parking area is 60% of the site, providing over 200 parking spaces when only 80 parking spaces are required. He asked why so many parking spaces, and if the Church would be amenable to allowing the City to use spaces when there are scheduled events that need additional parking.

Assistant Planning Engineer Cowan affirmed that the parking spaces provided meet the ordinance requirement.

City Manager Valentine expressed that the City had conversations with all the churches in town regarding excess capacity and this church is not interested in sharing due to wear and tear on their property.

Mayor Boutros expressed that there is a shared agreement for parking between the church and adjoining businesses and affirmed that the lots are utilized and full on Sunday.

Mr. Cieslak, architect, explained that parking is commonly an issue for churches to accommodate services and special events. He also affirmed that the landscaping meets parking lot requirements.

Commissioner Hoff noted that the Planning Board had concerns about the project scope.

Mr. Cieslak clarified that the existing sanctuary would be demolished and replaced with a larger space.

Mayor Boutros closed the public hearing at 8:30 p.m.

Commissioner Hoff asked if there had been any correspondence from the neighbors.

Assistant Planning Engineer Cowan replied that the church reached out with pamphlets and planned to host public meetings, which were cancelled due to COVID19. There was a correspondence from a West Bloomfield neighbor concerned about where the construction equipment would be staged.

Steve Scheidt, 1289 N Glenhurst, owner representative confirmed that the church is in contact with the neighbors.

Mayor Boutros confirmed that there were no objections for the project noted.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff: Resolution approving the Special Land Use Permit Amendment and Final Site Plan and Design Review for 1800 W Maple – Lutheran Church of the Redeemer to expand the sanctuary and narthex and make related improvements as recommended by the Planning Board on April 22, 2020. (Complete resolution in agenda packet)

Commissioner Sherman noted that the church asked for SLUP amendments on a number of occasions and the Commission granted the request. He further commented that being dismissed on a shared agreement with the City for parking is troubling and hopes that the City would be able to rely on cooperation from the church in the future when the City has a need.

Commissioner Nickita noted the pedestrian connection from the community to the church in the site plans and was happy to see support for the City's desire to become a walkable city.

Steve Scheidt, owner representative, commented that as a leader of the church he would connect City Manager Valentine with the Pastor to revisit a shared parking agreement.

Mayor Boutros reiterated the need for the City and Community to work together.

ROLL CALL VOTE: Yeas,	Commissioner Sherman
	Commissioner Hoff
	Commissioner Host
	Commissioner Nickita
	Mayor Pro-Tem Longe
	Commissioner Baller
	Mayor Boutros
Nays,	None

07-135-20

**PUBLIC HEARING FOR REZONING 469 – 479 S. OLD WOODWARD
FROM B3/D4 TO B3/D5**

Mayor Boutros opened the continuation of the public hearing at 7:56 P.M.

Mayor Pro-Tem Longe recused herself due to a personal conflict of interest.

Rich Rattner, 380 N Old Woodward, Attorney and owner representative, commented on the time and effort put into this project. He requested a continuance of this hearing to allow time to expand on the current zoning request for approximately 30 days.

Commissioner Baller agreed with Mr. Rattner and commented further on the importance of developing a better project in service to the residents.

Commissioner Hoff asked how does this involve the City Commission; she views this as an issue between the developer and the adjoining residents.

Commissioner Sherman suggested that both parties try to agree to something that is amenable and supports the request for a continuance.

Commissioner Host suggested going forward with a sub-committee of commissioners.

Commissioner Nickita referred to examples where zoning had been in conflict in the past and SLUP's were requested. He further believes that it is a conflict of interest for the Commissioners to be involved in any type of negotiations with the parties because the Commissioners would be required to vote on the suggested resolution for this project.

Commissioner Baller argued that to meet the needs of City, the Commissioners and a mediator should be involved.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To continue this hearing until September 14, 2020 to allow time to appoint a sub-committee of three commissioners to meet with representatives of Birmingham Place and developers to work out an agreement to bind the parties and determine the terms of a SLUP and a rough site plan.

Commissioner Hoff, a mediator, expressed that the two parties must try to come to an agreement before involving a mediator. She would like to hear from representatives of Birmingham Place.

Mayor Boutros requested clarification from the City Attorney on the appropriate process and agreed with Commissioner Hoff in terms of hearing from Birmingham Place representatives.

Patrick Howe, Birmingham Place representative, expressed that meetings had been requested to no avail. He further referred to previous correspondences supporting existing zoning. Birmingham Place representatives are available for additional discussions.

Commissioner Hoff reminded everyone that the suggested resolution is still on the table and there should be a vote on that issue before additional discussion is entertained.

Commissioner Sherman is in support of granting the continuance only.

Commissioner Nickita commented that involving the City at this point is inappropriate.

Public Comment

- David Bloom explained the purpose of the zoning request, and suggested that the developer give something back to the City and residents in consideration for the revenue that he would be allowed to generate from this project. He also expressed that provisions should be included in the rezoning, if granted, to retain control over what is built by the next owner in that space.
- Mr. Schwartz, 411 S Old Woodward, reiterated that the Residents of Birmingham Place have spoken, and are ready to move forward with the D4 plan.
- Duraid Marcus, developer, recognized the current zoning and that the opportunity for a D5 building existed. He believes that a D5 would be better for Birmingham Place and affirmed that he is willing to negotiate in good faith.

Commissioner Host suggested that the motion on the table is to make sure that the City and Community have input in the final project.

Mayor Boutros does not support the current motion.

ROLL CALL VOTE:	Yeas,	Commissioner Baller
		Commissioner Host
	Nays,	Commissioner Nickita
		Commissioner Sherman
		Commissioner Hoff
		Mayor Boutros
	Recused,	Mayor Pro-Tem Longe

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host To postpone the hearing for rezoning of 469 – 479 S. Old Woodward from B3/D4 to B3/D5 as recommended by the Planning Board on May 27, 2020 to September 14, 2020.

Commissioner Sherman asked that the two parties sit down and evaluate what they desire.

Commissioner Hoff does not support the motion of postponement because she believes there is enough information to vote on the suggested resolution presented by the Planning Board.

Commissioner Baller does not support the motion because Birmingham Place is not interested in negotiations; he would like to vote on the suggested resolution.

Commissioner Nickita suggested that based on community interest, he supports the motion to postpone.

Commissioner Host also would like to give the two parties the benefit of coming together.

Public Comment

- Patrick Howe expressed that Birmingham Place does not feel a postponement is necessary given the time that has been put into this project to date.
- Mr. Coulter is in favor of postponing, arguing that this is not a decision to be made by Birmingham Place. The suggested resolution is for the City Commission to decide.

- Dan Teahan observed that there has not been any dialogue in several months between the two parties and does not agree with postponing the vote.
- Chris Longe and Duraid Marcus expressed that the developer reached out and there had been no cooperation from Birmingham Place. They went on to suggest that the City recommend a D5 to the residents because a D4 would not be in the best interest of everyone.
- Mr. Schwartz confirmed reviewing D5 plans and concluded that the D4 plan was the best plan.

Commissioner Hoff argued that an agreement was reached between the two parties. The applicant got approval for a four-story building that was accepted by Birmingham Place.

Commissioner Nickita expressed in light of the above comments, there is no interest in postponing the vote by either party and would like to vote on the suggested resolution.

Motion withdrawn by Commissioner Sherman, second withdrawn by Commissioner Host.

Planning Director Ecker presented the background and history of the original suggested resolution.

Commissioner Nickita clarified that the vote to approve D5 was a split vote accompanied by a lot of dialogue by the Planning Board. Concerning the input and recent petitions, he asked for an explanation of the criteria used for the Planning Board vote.

City Manager Valentine acknowledged receiving valid petitions from residents at Birmingham Place. With the petitions in place, approval would require six votes by the Commission as outlined in the zoning ordinance.

Commissioner Hoff noted that there was not a clear vote in March of 2019 on this issue.

Planning Director Ecker confirmed that there was a lot of discussion resulting in a motion to deny that did not pass, a motion to approve that did not pass, and a motion to send back to the Planning Board that did not pass. There was no formal action taken.

Commissioner Sherman addressed the heights of the neighboring buildings.

Mayor Boutros asked for the distinction between the number of stories allowed with D4 zoning and D5 zoning.

Planning Director Ecker explained that D4 would allow five stories with a maximum height of 80 feet and D5 allows for extensions to the height of Birmingham Place, 114 feet, with no restriction to the number of floors.

Commissioner Nickita noted that the proposed plan is 18 feet above the maximum zoning for D4.

Commissioner Hoff pointed out that there is only one option for the suggested resolution, and asked would a motion be required to deny the suggested resolution?

City Manager Valentine suggested that a motion be made to deny, if that is the desire of the Commission, to avoid the record reflecting that no action was taken.

Public Comment

- Mr. Chris Longe and Duraid Marcus requested a denial of the suggested resolution.
- Mr. Rattner referred to a prior Power Point presentation demonstrating the opportunity to improve the existing site by rezoning to D5. He believes that negotiations are still possible and would like for the Commission to approve the D5 zoning.
- Patrick Howe, responded that a new building is good and the question is whether it would be 5 or 9 stories. He pointed out that the proposed zoning request is in conflict with the Downtown Birmingham plan and would like for the City to enforce the ordinances currently on the book.
- Mr. Rattner clarified that the proposed plan does not specify 9 stories and would like to negotiate.

Commissioner Sherman pointed out that the discussion is based on a matter of 18 feet in height. The number of stories is irrelevant and asked why would they not be able to compromise on the height difference and asked for a site plan for D5 zoning model. Additionally, he asked if discussions were held with the tenants whose views would be affected.

Chris Longe affirmed that it is about height and added that the proposed model is a better building.

Planning Director Ecker noted that the D5 model was not included in the Agenda packet but was located in the previous Power Point presentation.

Commissioner Sherman led a discussion between the developer, architect, and the Birmingham Place Home Owners Association (Jim Arpen) to try to mitigate this issue.

Mr. Teahan, asked is there a mechanism to allow for D5 zoning with a conditional SLUP. Commissioner Sherman clarified that the request would need to come from the applicant.

Mayor Boutros closed the public hearing at 11:00 p.m.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
To deny the rezoning of 469 – 479 S. Old Woodward from B3/D4 to B3/D5 as recommended by the Planning Board on May 27, 2020.

Commissioner Hoff made the motion based on the following:

1. Rezoning is not necessary for the preservation and usage of the property.
2. The existing zoning is appropriate as identified in the 2016 Plan and Downtown Overlay.
3. The initial intent of D5 zoning was to allow for renovation of three existing buildings and not to create new buildings.

Commissioner Host commended Commissioner Hoff for the basis of her decision and is in support of Birmingham remaining zoned at D4.

Commissioner Sherman expressed disappointment with the applicant and the residents of Birmingham Place and their unwillingness to reach a solution; therefore, he will support the motion.

ROLL CALL VOTE: Yeas,	Commissioner Hoff Commissioner Host Commissioner Nickita Commissioner Sherman Mayor Boutros
Nays,	Commissioner Baller
Recused,	Mayor Pro-Tem Longe

Motion Passed.

VII. NEW BUSINESS

07-136-20 ORDINANCE AMENDMENT – PART II OF THE CITY CODE, CHAPTER 62, ARTICLE II

Museum Director Pielack presented this item which simply adds an alternate member to the board which is consistent with other museums.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
To adopt an ordinance to amend Part II of the City Code, Chapter 62-Historical Preservation, Article II.- Museum Board, Sec. 62-26 establishment; composition, to include an alternate member, and directing the City Clerk to certify and publish the amended ordinance on behalf of the City.

ROLL CALL VOTE: Yeas,	Commissioner Hoff Commissioner Host Commissioner Baller Commissioner Nickita Commissioner Sherman Mayor Pro-Tem Longe Mayor Boutros
Nays,	None

07-137-20 PARKS AND RECREATION BOND PROPOSAL

City Manager Valentine presented this item.

Commissioner Nickita recalled that there have been discussions about this in the past, most recently at the Long Range Planning meeting and the bond amount was estimated at \$5,000,000.

City Manager Valentine confirmed that \$5M was discussed. He added that the number did not include all of the work on the priority list, the ice arena, and other public facilities.

Mayor Pro-Tem Longe referred to the supplemental material provided by the administration and noted that the Parks and Recreation Board approved a bond amount of \$12M in March that includes all of the projects outlined in this proposal and derived from the Master Plan. She added that many residents have reached out to her and expressed their support for the bond.

Commissioner Host expressed that this bond is overdue, and supports the suggested resolution.

Commissioner Hoff agrees with the projects presented, however she noted that the topic of bonding just arose in the last two weeks and does not believe that there is enough time to

present a bond issuance for the voters to consider. She suggested that the timing may not be right due to the tax increase that will impact residents in this COVID19 environment. She suggested postponing until next year.

Commissioner Baller expressed his support for the bond, and suggested that the community is on board with the proposal.

Commissioner Sherman concurs with Commissioner Hoff and expressed that residents have communicated to him that while they would like to see improved parks, due to the current economy they are not looking forward to increased taxes.

Commissioner Nickita acknowledged new information, with the ice arena receiving over half of the bond. His main concern is with the City budget, and asked will the tax rate continue to decrease over the next year. While he recognizes the importance of the work, and have received input from residents on the financial impact, he would like to be fiscally responsible and postpone bonding to a more secure economic time.

Mayor Pro-Tem Longe would like City Manager Valentine to confirm that there would not be a tax increase because of this bond proposal. She further expressed that this is about the quality of life for Birmingham residents and passing the bond does not mean that the bonds have to be issued. She wants the residents to voice their decision at the ballot box.

Mayor Boutros expressed that he would like to hear from the bond consultant on the following:

- Would there be a tax increase, if so, when?
- If postponed, would voter turnout be poor in a special election.

Mr. McGow, Bond Consultant, responded as follows:

- This proposal would authorize issuance of bonds.
- The City would be entitled to levy millage to pay for debt services.
- The millage would be levied each year to meet debt for that year.
- A new tax would be levied, but debt retirement is expected to offset the new millage and debt service rates would be less than the current amount levied.
- First principal payment is due in 2024.
- The timing of the election is a policy question and up to the municipality; some municipalities prefer to have local elections with only local issues on the ballot. In an election with other issues, local items are placed on the bottom of the ballot.

Mayor Boutros suggested moving the item forward and let the residents decide.

MOTION: Motion by Mayor Pro-Tem Longe, seconded by Commissioner Baller:
To submit a Parks and Recreation Bond Proposal in the amount of \$11,250,000 at the general election to be held on Tuesday, November 3, 2020

AND

To engage VanDyke*Horn to perform communication services as outlined in their July 1, 2020 communication bond proposal in the amount of \$30,000 charged to Other Contractual Services Account #101-170.000-811.00.

Commissioner Hoff argued that the timing is wrong, the information provided is unfamiliar, rushed, and advised that it is not wise to push a bond through without the total support of the City Commission.

Public Comment

David Bloom supports spending for the benefit of residents. He also noted the importance of enhancing the parks during the COVID19 environment and supports getting the proposal on the ballot in November.

Mayor Pro-Tem Longe attempted to present a text from the Parks and Recreation Board Chair, Heather Carmona.

Commissioner Sherman called a point of order because it is against policy to accept public comment via text or third parties.

Mayor Boutros reiterated that the bond is being rushed because it has been discussed for a long time and if it does not appear on the November ballot, an opportunity will be missed.

Commissioner Hoff continued to argue that timing is not the only issue; the priorities seem to have been set without Commission input, specifically her own. She had not been contacted on any of the priorities. Approving a bond without clear specifications is irresponsible and poorly planned.

Commissioner Nickita expressed that passing the bond and figuring it out later is not how this Commission operates. He acknowledged that he would not be able to promote the bond proposal without clarity on the priorities and a plan for issuance.

Commissioner Host commented that this is about the citizens and he is happy to support the item.

Commissioner Sherman pointed out that the ice arena is used by approximately 40% of residents and begs to differ that this bond is for the benefit of Birmingham residents. He further pointed out that he and other Commissioners are not opposed to the bond, just opposed to pushing it through without performing the proper due diligence.

ROLL CALL VOTE: Yeas,	Mayor Pro-Tem Longe
	Commissioner Baller
	Commissioner Host
	Mayor Boutros
Nays,	Commissioner Hoff
	Commissioner Nickita
	Commissioner Sherman

VIII. REMOVED FROM CONSENT AGENDA
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IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
 - Commissioner Nickita commented that it is Midnight and the Rules of Procedure specify that the meetings would not continue past 11:00 p.m.
 - Commissioner Baller noted that the Rules of Procedures are suggestions and not mandates. He expressed that he is willing to work overtime for the community and is looking forward to the scheduled workshops to address some of these issues.
 - Commissioner Host complimented City Manager Valentine on his response to COVID19. He further stated that wearing masks in public would pay off in combating this virus.
 - Commissioner Hoff commented that she was rushed to the hospital last week and was unable to attend the Commission meeting. She acknowledged Birmingham EMTs and commended them on the level of service that they provide to Birmingham residents.
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 12:05, Tuesday, July 21, 2020.

City of Birmingham

Warrant List Dated 07/22/2020

Meeting of 08/10/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
274375	*	006965	7UP DETROIT	261.75
274376	*	008649	ROBERT ABRAHAM JR.	24.13
274377		000951	ALL AMERICAN CASH REGISTER	190.00
274378	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	750.00
274379	*	MISC	ARTHUR AND PATRICIA PAPADOPOULUS	405.39
274380	*	006759	AT&T	296.31
274381	*	006759	AT&T	305.17
274383		002231	BILLINGS LAWN EQUIPMENT INC.	389.99
274383	*	002231	BILLINGS LAWN EQUIPMENT INC.	162.74
274384	*	001612	BIRMINGHAM ROTARY CLUB	392.00
274385	*	001086	TERESA KLOBUCAR- PETTY CASH	1,196.15
274386	*	009095	STEVEN BONORA	1,495.66
274387	*	MISC	BOONES EXPRESS, LLC	800.00
274388		003526	BOUND TREE MEDICAL, LLC	1,021.36
274389	*	006953	JACQUELYN BRITO	49.73
274390		006520	BS&A SOFTWARE, INC	3,000.00
274391	*	003907	CADILLAC ASPHALT, LLC	376.61
274392	*	000569	JOEL CAMPBELL	25.00
274394		008993	CAREN PRODUCTS, LLC	384.45
274395	*	000444	CDW GOVERNMENT INC	3,760.89
274396	*	007284	CINCINNATI TIME SYSTEMS, INC.	140.00
274397	*	000605	CINTAS CORPORATION	184.06
274398	*	006172	CONSTANT CONTACT, INC.	840.00
274399	*	000627	CONSUMERS ENERGY	596.17
274400	*	002668	CONTRACTORS CLOTHING CO	334.98
274401	*	001367	CONTRACTORS CONNECTION INC	437.40
274402	*	003802	CROSWELL GREENHOUSE	21,689.55
274403		009195	CROWN CASTLE FIBER LLC	643.00
274404		009207	D'ANGELO BROTHERS INC	12,438.00
274405		000190	DOWNRIVER REFRIGERATION	285.25
274406	*	000180	DTE ENERGY	4,765.64
274407	*	000179	DTE ENERGY	21.25
274408	*	000179	DTE ENERGY	16.74
274409	*	000196	EJ USA, INC.	878.33
274412		000936	FEDEX	135.68
274414		000213	FIRE DEFENSE EQUIP CO INC	274.62
274415		005964	FIRE SUPPRESSION PRODUCTS, INC	2,030.00
274416	*	004604	GORDON FOOD	1,379.80
274417	*	008007	GREAT LAKES WATER AUTHORITY	7,643.87
274419	*	MISC	H & G HOLDINGS	266.66
274420	*	001447	HALT FIRE INC	119.04
274421		001415	HORNUNG'S PRO GOLF SALES INC	109.66

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
274422	*	006416	HUNTINGTON WOODS POOLS & SPAS, INC	114.97
274424	*	007889	YACOUB ISEID	1,000.00
274425	*	000344	J.T. EXPRESS, LTD.	1,572.69
274426	*	003823	JAY'S SEPTIC TANK SERVICE	842.50
274427		004088	KGM DISTRIBUTORS INC	451.00
274428	*	000362	KROGER COMPANY	25.95
274429	*	002438	LAIRD PLASTICS INC	613.40
274430	*	008158	LOGICALIS INC	9,700.00
274431		MISC	MAPLEWOOD REALTY LLC	99.58
274432	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
274433	*	009085	MGSE SECURITY LLC	260.00
274434		MISC	MICHIGAN PARKINSON FOUNDATION	322.00
274436		008671	MOMENTUS SPORTS	332.00
274437	*	007568	CHRIS MORTON	1,500.00
274438	*	008160	MPARKS	1,220.00
274439		MISC	N & J PROPERTIES	647.89
274440		007755	NETWORK SERVICES COMPANY	423.84
274441	*	000477	OAKLAND COUNTY	431,502.98
274442	*	003461	OBSERVER & ECCENTRIC	521.20
274443	*	004370	OCCUPATIONAL HEALTH CENTERS	1,053.00
274444	*	000481	OFFICE DEPOT INC	871.75
274445	*	008785	KEVIN ONG	511.17
274446	*	009151	PARAGON LABORATORIES INC	260.00
274447	*	001753	PEPSI COLA	285.40
274448		008418	PIPETEK INFRASTRUCTURE SERVICES	1,003.67
274449		002518	PITNEY BOWES INC	153.42
274450	*	008028	PK SAFETY SUPPLY	118.52
274451		MISC	RICK CLAAR	375.00
274452	*	MISC	RONALD HABOUR	517.00
274453		MISC	SADEK, CHRISTOPHER	501.39
274454	*	MISC	SDS STONE PAVING	85.00
274455		002754	SERVPRO OF NORTH OAKLAND AND	750.00
274456		008150	SITEIMPROVE, INC	2,545.74
274457	*	008073	SITEONE LANDSCAPE SUPPLY, INC	1,098.56
274458		000260	SPARTAN DISTRIBUTORS INC	649.43
274459	*	005375	STEPPIN OUT	515.96
274460	*	004355	SYMETRA LIFE INSURANCE COMPANY	26,014.00
274461		000286	TARGET SPECIALTY PRODUCTS	500.00
274462	*	000275	TIRE WHOLESALERS CO INC	456.55
274463		005806	ULINE	82.00
274464	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	23,819.06
274465		007226	VALLEY CITY LINEN	114.90
274466	*	000158	VERIZON WIRELESS	90.12

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
274467	*	000158	VERIZON WIRELESS	51.72
274468	*	005794	WINDSTREAM	941.44
274469	*	003890	LAUREN WOOD	525.00
274470		008391	XEROX CORPORATION	313.23
274470	*	008391	XEROX CORPORATION	465.41
274471		009185	ZOOM VIDEO COMMUNICATIONS INC	424.85
SUBTOTAL PAPER CHECK				\$594,260.32
<u>ACH TRANSACTION</u>				
2619	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	29,228.53
2620	*	002284	ABEL ELECTRONICS INC	8.82
2621		007013	AHEAD USA LLC	2,123.02
2623	*	009186	BILL PEASLEY	2,626.00
2624	*	007345	BEVERLY HILLS ACE	89.33
2625	*	006683	BIRMINGHAM LAWN MAINTENANCE	31,402.00
2626	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	103.91
2627		006257	C.S. MCKEE LP	2,372.99
2628	*	007314	FLEIS AND VANDENBRINK ENG. INC	8,163.00
2629	*	007807	G2 CONSULTING GROUP LLC	9,775.38
2630		001023	GABRIEL, ROEDER, SMITH & CO.	3,600.00
2631	*	007870	J.C. EHRLICH CO. INC.	37.00
2632	*	003458	JOE'S AUTO PARTS, INC.	547.21
2633	*	000891	KELLER THOMA	1,650.00
2634	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,241.56
2635	*	006359	NYE UNIFORM COMPANY	1,700.00
2636		000897	PRINTING SYSTEMS INC	2,308.74
2638	*	005380	SALZBURG LANDSCAPE SUPPLY	2,495.00
2639	*	000969	VIGILANTE SECURITY INC	90.00
2640		008711	VOLVIK USA	290.25
2641	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,724.58
SUBTOTAL ACH TRANSACTION				\$101,577.32
GRAND TOTAL				\$695,837.64

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 07/29/2020

Meeting of 08/10/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
274472		006723	NEWMIND GROUP, INC	18,720.00
274473	*	003708	AIRGAS USA, LLC	230.47
274474		MISC	ALEXANDRIA WINDOWS & DOORS	200.00
274476		MISC	ANTHONY TAORMINA	600.00
274477	*	006759	AT&T	249.36
274478	*	007216	AT&T	96.59
274479	*	003703	AT&T MOBILITY	112.31
274481		003012	BATTERIES PLUS	234.00
274482		MISC	BERGSMAN WIAND BOUCHARD & CO	10,000.00
274483		003526	BOUND TREE MEDICAL, LLC	36.59
274484		MISC	BRADLEY DICKS	100.00
274485	*	MISC	BRENDAN MCGAUGHEY	162.00
274486	*	007772	BRIXNSTONE LLC	2,050.00
274487		MISC	BRIXNSTONE LLC	200.00
274488	*	007365	BSN SPORTS	90.00
274489	*	006177	BULLSEYE TELECOM INC	126.92
274490		MISC	BURNS, JOHN W	100.00
274491	*	003907	CADILLAC ASPHALT, LLC	282.58
274492		009078	CANON SOLUTIONS AMERICA INC	163.20
274493	*	000571	CAR TRUCKING INC	400.00
274494	*	007933	CARDNO, INC.	1,177.50
274495	*	000444	CDW GOVERNMENT INC	125.00
274497		MISC	CHESTER STREET PARTNERS LLC	200.00
274498		MISC	CHRISTNE GIANCARLO	16.46
274499		000605	CINTAS CORPORATION	23.86
274499	*	000605	CINTAS CORPORATION	476.55
274500		MISC	COAKLEY, MICHAEL P	100.00
274501	*	009167	COL'S FAMILY RESTAURANT	253.61
274502	*	008955	COMCAST	137.12
274503	*	000627	CONSUMERS ENERGY	57.49
274504	*	002668	CONTRACTORS CLOTHING CO	1,116.21
274505	*	001367	CONTRACTORS CONNECTION INC	279.00
274506		MISC	CORTESE, MASSIMO	200.00
274507		MISC	CRET, DANIEL I	100.00
274508		000233	DEAN SELLERS	824.99
274508	*	000233	DEAN SELLERS	5,760.08
274509		000177	DELWOOD SUPPLY	161.98
274510		MISC	DOLAN CONSULTING GROUP	195.00
274511	*	009073	DORSEY EMERGENCY MEDICAL ACADEMY	18.00
274512		000190	DOWNRIVER REFRIGERATION	460.15
274514	*	000179	DTE ENERGY	224.00
274516	*	000179	DTE ENERGY	33.97

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Check Number	Early Release	Vendor #	Vendor	Amount
274517	*	000179	DTE ENERGY	741.61
274518	*	000179	DTE ENERGY	24.45
274519	*	000179	DTE ENERGY	2,568.15
274520	*	000179	DTE ENERGY	102.79
274521	*	000179	DTE ENERGY	438.15
274522	*	000179	DTE ENERGY	7,798.08
274523	*	000179	DTE ENERGY	1,131.97
274524	*	000179	DTE ENERGY	3,635.09
274525	*	000179	DTE ENERGY	2,548.96
274526	*	000179	DTE ENERGY	1,338.10
274527	*	000179	DTE ENERGY	34.21
274528	*	000179	DTE ENERGY	14.71
274529	*	000179	DTE ENERGY	15.78
274530	*	000179	DTE ENERGY	360.62
274531		009210	DUCENTA SQUARED ASSEST MANAGEMENT	9,087.82
274533	*	000196	EJ USA, INC.	1,153.57
274534		006876	ENFORCEMENT PRODUCTS INC	1,600.00
274535		MISC	EUROCRAFT BUILDERS & REMODELER	200.00
274536		MISC	FACILITIES MANAGEMENT GROUP	500.00
274537		MISC	FAST SIGNS OF BIRMINGHAM	200.00
274538		008161	FIERA CAPITAL INC	7,801.46
274540		003285	GARDINER C. VOSE INC.	250.00
274541	*	MISC	GARY M BALDWIN	869.13
274542		MISC	GILLETTE BROTHERS POOL & SPA	300.00
274543		MISC	GITTLEMAN CONSTRUCTION INC.	200.00
274544		002917	GOVERNMENT FINANCE OFFICERS ASSN	445.00
274546	*	001447	HALT FIRE INC	173.22
274547		006153	HARRY'S ARMY SURPLUS	140.00
274548		MISC	HEMPHILL BUILDERS	500.00
274549	*	001956	HOME DEPOT CREDIT SERVICES	2,381.37
274551		MISC	HOME INSPECTION PLUS INC	200.00
274552		MISC	HUGHES BUILDING LLC	12,400.00
274553	*	MISC	J. LARRY SABAT	1,126.67
274554		MISC	JIMCO CONSTRUCTION	100.00
274555		MISC	K CUSTOM LLC	200.00
274556		MISC	KREIGER KLATT ARCHITECTS	100.00
274557		MISC	LMB PROPERTIES LLC	1,000.00
274558		003934	MADISON GENERATOR SERVICE INC	194.90
274559		MISC	MCCOMB CONSTRUCTION CO INC	200.00
274560		MISC	METRO DETROIT SIGNS INC	400.00
274561		009085	MGSE SECURITY LLC	305.00
274562		001660	MICHIGAN CAT	1,000.00
274563		003099	MICHIGAN POLICE EQUIP.	1,600.00

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
274565		008319	MKSK INC	1,578.50
274566		MISC	MOSHER DOLAN	2,000.00
274567		007755	NETWORK SERVICES COMPANY	889.86
274567	*	007755	NETWORK SERVICES COMPANY	295.05
274569		001010	NFPA	175.00
274570	*	MISC	NOEL NEVSHEHIR	23.84
274571		008853	NORTH AMERICAN RESCUE	156.46
274572		MISC	OAKES ROOFING SIDING & WINDOWS INC	200.00
274573	*	000477	OAKLAND COUNTY	290.00
274574	*	001450	OAKLAND COUNTY PKS & REC COMM.	242.00
274575		006602	OAKLAND COUNTY TREASURER'S ASSN.	20.00
274577	*	000481	OFFICE DEPOT INC	424.62
274578	*	009151	PARAGON LABORATORIES INC	943.00
274579	*	009151	PARAGON LABORATORIES INC	656.00
274580	*	009151	PARAGON LABORATORIES INC	779.00
274581	*	007633	CASEY PEDERSEN	162.15
274582		MISC	PELLA WINDOWS & DOORS, INC.	500.00
274583		008028	PK SAFETY SUPPLY	118.52
274584	*	003629	PREMIUM AIR SYSTEMS INC	258.50
274585		MISC	PRM CUSTOM BUILDERS LLC	900.00
274586		MISC	RENEWAL BY ANDERSEN LLC	500.00
274587		007336	REVIZE LLC	400.00
274588		MISC	ROTHERT & SON HOME IMPROV.INC.	100.00
274589	*	003483	SHERWIN WILLIAMS COMPANY	404.06
274590	*	007882	MICHAEL SIMPSON	116.26
274591	*	000260	SPARTAN DISTRIBUTORS INC	232.76
274592		MISC	STIXELS INC	200.00
274593		007831	STOPSTICK, LTD.	1,425.00
274594		MISC	TALL TIMBER TRAIL BULDING LLC	5,000.00
274595	*	008748	TECHSEVEN COMPANY	525.00
274596		MISC	THOMAS SEBOLD & ASSOCIATES, IN	500.00
274597		MISC	TIMMIS III, GERALD C	100.00
274598		MISC	UNIQUE SIGNS & AWNING	200.00
274599	*	MISC	VALMONT INDUSTRIES INC	95,541.00
274600	*	000158	VERIZON WIRELESS	127.89
274601	*	000158	VERIZON WIRELESS	980.23
274602	*	000158	VERIZON WIRELESS	728.21
274603	*	006491	VILLAGE AUTOMOTIVE	503.07
274604		MISC	WALLSIDE INC	1,000.00
274606	*	008391	XEROX CORPORATION	129.74
274607		008902	ZORO TOOLS, INC.	1,497.04
SUBTOTAL PAPER CHECK				\$232,298.56

ACH TRANSACTION

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
2642		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	2,327,837.52
2644		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	3,968,415.99
2645	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	25,291.54
2647	*	006683	BIRMINGHAM LAWN MAINTENANCE	1,118.00
2648	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	61.96
2649	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	48.53
2650	*	000243	GRAINGER	156.67
2652	*	002407	J & B MEDICAL SUPPLY	71.63
2653	*	000261	J.H. HART URBAN FORESTRY	26,813.26
2654	*	003458	JOE'S AUTO PARTS, INC.	175.24
2657	*	000462	MOTOR CITY INDUSTRIAL	64.92
2658	*	007856	NEXT	2,115.40
2659		001864	NOWAK & FRAUS ENGINEERS	18,754.00
2660	*	003554	RKA PETROLEUM	6,376.44
2661	*	005380	SALZBURG LANDSCAPE SUPPLY	2,495.00
2662	*	000254	SOCRRA	69,087.00
2663	*	005787	SOUTHEASTERN EQUIPMENT CO. INC	778.00
2664	*	000273	TERMINAL SUPPLY CO.	173.00
2665	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	341,475.15
SUBTOTAL ACH TRANSACTION				\$6,791,309.25
GRAND TOTAL				\$7,023,607.81

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 08/05/2020

Meeting of 08/10/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
274608	*	000855	48TH DISTRICT COURT	250.00
274609	*	008649	ROBERT ABRAHAM JR.	57.43
274610	*	002670	MIKE ALBRECHT	80.50
274611		003233	ALL SEASON GUTTERS INC	450.00
274611	*	003233	ALL SEASON GUTTERS INC	2,313.00
274612		MISC	ANYTIME RESTORATION SERVICES	200.00
274613		MISC	ARTCO GROUP	100.00
274615	*	009034	ASPHALT SPECIALISTS INC	67,155.95
274616	*	006759	AT&T	162.46
274617	*	006759	AT&T	79.40
274618	*	006759	AT&T	162.02
274619	*	006759	AT&T	79.49
274620		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
274622	*	009142	BIDIGAIRE CONTRACTORS, INC	25,130.08
274623	*	002231	BILLINGS LAWN EQUIPMENT INC.	369.95
274624		008503	BIRDIE IMAGING SUPPLIES, INC	3,600.00
274625		000524	BIRMINGHAM LOCKSMITH	7.30
274626	*	001086	JACK TODD- PETTY CASH	851.67
274627		MISC	BLUMKE INSTALLATIONS	100.00
274628		003526	BOUND TREE MEDICAL, LLC	247.36
274630	*	007365	BSN SPORTS	1,316.77
274633	*	003907	CADILLAC ASPHALT, LLC	443.04
274634		MISC	CARRILLO-ZUNIGA, MARCO	100.00
274636	*	000444	CDW GOVERNMENT INC	414.42
274637		MISC	CHARTER TOWNSHIP OF WEST BLOOMFIELD	90.00
274638		000605	CINTAS CORPORATION	13.89
274638	*	000605	CINTAS CORPORATION	403.12
274639	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,370.14
274640		009187	CLEARVIEW CAPTIONING LLC	1,483.75
274641	*	008955	COMCAST	334.42
274642		000979	COMERICA BANK	17,515.77
274643	*	002668	CONTRACTORS CLOTHING CO	257.46
274645		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
274646	*	000233	DEAN SELLERS	121.00
274647	*	000177	DELWOOD SUPPLY	17.00
274649	*	008559	DETROIT BATTERY COMPANY	103.50
274654	*	001495	ETNA SUPPLY	2,400.00
274655	*	007212	FOSTER BLUE WATER OIL	776.26
274656		MISC	FOUR SEASONS LANDSCAPING	200.00
274659		005347	GMIS INTERNATIONAL	375.00
274660	*	004604	GORDON FOOD	231.73
274661		MISC	HELLER & ASSOCIATES INC	850.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
274662		MISC	HOME DEPOT USA INC	500.00
274663	*	000342	IBS OF SE MICHIGAN	1,138.66
274664		001204	ICMA	200.00
274665		MISC	J V K CONSTRUCTION	100.00
274666		MISC	JOHN MCCARTER CONSTRUCTION LLC	500.00
274669	*	000362	KROGER COMPANY	9.96
274670		MISC	LIBERMAN, KIRILL	2,000.00
274671		MISC	MAPLE-WOOD REALTY LLC	65.16
274673	*	MISC	MARY DUPKE	2,760.00
274674		MISC	MASSIMO D AGOSTINO	100.00
274675	*	MISC	MCWILLIAMS HOME IMPROVEMENTS	500.00
274676		MISC	MERRILLWOOD COLLECTION	200.00
274678	*	000230	MIKE SAVOIE CHEVROLET INC	809.76
274680		MISC	MILLER, CRAIG R	300.00
274682		001194	NELSON BROTHERS SEWER	205.00
274683	*	000477	OAKLAND COUNTY	7,544.75
274684	*	000481	OFFICE DEPOT INC	776.03
274685		MISC	PHIL JAYNES	200.00
274686	*	003126	PHOENIX STONE CO.	5,707.52
274687		002518	PITNEY BOWES INC	234.17
274688		001146	PLANNING & ZONING NEWS	350.00
274689	*	005501	POISON IVY CONTROL OF MI	5,900.00
274690	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
274692	*	006793	ROLLNRACK	5,875.00
274693	*	006793	ROLLNRACK LLC	2,660.00
274694	*	000218	ROYAL OAK P.D.Q. LLC	40.00
274695	*	000221	RUSSELL HARDWARE COMPANY	267.08
274696		MISC	S-THREE RESTAURANT LLC	5,000.00
274697		MISC	S-THREE RESTAURANTS	300.00
274698	*	MISC	SASSIN MANAGEMENT	2,925.00
274699		MISC	SHAPIRO, JACOB A	100.00
274700		008815	SHI INTERNATIONAL CORP.	650.00
274701		009009	SIGNATURE CLEANING LLC	8,130.00
274702	*	007882	MICHAEL SIMPSON	116.26
274703	*	008073	SITEONE LANDSCAPE SUPPLY, INC	97.04
274704	*	000260	SPARTAN DISTRIBUTORS INC	416.96
274705		007010	STATE OF MICHIGAN	23,000.00
274706	*	000256	SUBURBAN BUICK GMC INC	55.88
274707		006749	SUPERIOR SCAPE, INC	4,602.00
274708		000272	TENNANT SALES & SVC CO	700.00
274709		MISC	THREE C'S LANDSCAPING	25.00
274710	*	009044	JOEL TOMASZEWSKI	635.99
274711		MISC	TOTAL ASPHALT PAVING INC	100.00

City of Birmingham
Warrant List Dated 08/05/2020

Meeting of 08/10/2020

Check Number	Early Release	Vendor #	Vendor	Amount
274713		005331	UBS FIN SERVICES, INC	16,238.25
274714	*	000158	VERIZON WIRELESS	155.16
274715		MISC	VULMAN, ANTHONY	500.00
274717	*	MISC	WILLIAM D BAILIFF	1,500.00
274718		008408	WISS, JANNEY, ELSTNER ASSOC. INC	16,706.75
274719		009128	WITMER PUBLIC SAFETY GROUP INC	193.98
SUBTOTAL PAPER CHECK				\$251,608.84
<u>ACH TRANSACTION</u>				
2666	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	143,060.92
2667	*	002284	ABEL ELECTRONICS INC	298.98
2669		008655	ANGELO IAFRATE CONSTRUCTION	94,082.40
2671	*	007382	BEACON ATHLETICS	353.00
2673	*	007345	BEVERLY HILLS ACE	44.58
2674		007875	CANFIELD EQUIPMENT SERVICE INC.	654.92
2675	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	678.50
2676	*	001035	DOUGLASS SAFETY SYSTEMS LLC	45.77
2678	*	007314	FLEIS AND VANDENBRINK ENG. INC	708.00
2679	*	007807	G2 CONSULTING GROUP LLC	14,053.00
2680	*	000243	GRAINGER	225.60
2681	*	000261	J.H. HART URBAN FORESTRY	10,914.00
2682	*	000186	JACK DOHENY COMPANIES INC	299.00
2683	*	003458	JOE'S AUTO PARTS, INC.	654.48
2684		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	512.82
2686	*	008269	PREMIER SAFETY	350.00
2687		000897	PRINTING SYSTEMS INC	262.72
2688	*	000478	ROAD COMM FOR OAKLAND CO	6,205.82
2689	*	003785	SIGNS-N-DESIGNS INC	1,547.50
2690	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
2691	*	007374	WESTWOOD TRUST	21,244.14
2692		002088	WM. CROOK FIRE PROTECTION CO.	1,304.10
SUBTOTAL ACH TRANSACTION				\$298,258.61

City of Birmingham
Warrant List Dated 08/05/2020

Meeting of 08/10/2020

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$549,867.45

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

IT Department

DATE: 08/10/2020

TO: Joseph A. Valentine, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: Election Laptop Replacement

Introduction:

The election laptops being used by the City were purchased in 2007 and have reached the end of their usefulness. The general suggested replacement for laptop equipment is three to five years.

Background:

In 2007 the city purchased 10 laptops for the new electronic poll book software. One for each precinct and one spare. Those machines have been upgraded with new operating systems and new versions of the software as it has become available. They can no longer be updated, and the hardware is beginning to fail. It has become time to replace them with new machines. The IT department has reviewed the requirements for the latest version of the software and the latest operating system and the laptop standard currently in use at the City meets those requirements. The IT department has reviewed prices from SHI and CDWg and would like to purchase the 10 replacement laptops from CDWg using their MiDeal government pricing of \$924.88 each.

Legal Review:

This is a standard purchase from a vendor that we use regularly on a government negotiated contract.

Fiscal impact:

The IT department has Budgeted for this purchase of 10 laptops for the clerks department for Elections. The funding is in the Equipment under \$5,000 fund account.

Summary:

The IT department would like to purchase 10 laptops from CDWg using MiDeal government pricing of \$924.88 each total cost of \$9,248.80 using funds from the Equipment under \$5,000 fund account.

SUGGESTED RESOLUTION:

Authorize the IT department to purchase 10 laptops from CDW Government, 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515 using MiDeal government pricing of \$924.88 each total cost of \$9,248.80 using funds from the Equipment under \$5,000 fund account # 636-228.000-799.0000

QUOTE CONFIRMATION



DEAR ERIC BRUNK,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNDS370	7/17/2020	LNDS370	5969901	\$9,248.80

IMPORTANT - PLEASE READ

Special Instructions: They did go up 10% but I can give them to you at my cost

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkPad E15 - 15.6" - Core i7 10510U - 8 GB RAM - 256 GB SSD - US	10	5830180	\$924.88	\$9,248.80
Mfg. Part#: 20RD002YUS				
Contract: Michigan Master Computing-MiDEAL (071B6600110)				

PURCHASER BILLING INFO	SUBTOTAL	\$9,248.80
Billing Address: CITY OF BIRMINGHAM ACCOUNTS PAYABLE 151 MARTIN ST PO BOX 3001 BIRMINGHAM, MI 48009-3368 Phone: (248) 530-1850 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$9,248.80
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: CITY OF BIRMINGHAM - IT DEPARTMENT ERIC BRUNK 151 MARTIN STREET BIRMINGHAM, MI 48009 Phone: (248) 530-1850 Shipping Method: UPS Ground (1- 2 day)		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Ryan Marron

(877) 219-8208

ryamarr@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



MEMORANDUM

IT Department

DATE: 08/10/2020

TO: Joseph A. Valentine, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: GIS Inc. Support Block purchase

Introduction:

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

Background:

In the 2017-2018 budget year we opened support requests to all departments in the City and increased the support block hours purchased from GIS Inc. from 30 to 95 hours of support at a lowered base cost of \$158.23 per hour. The IT department felt that amount was enough to cover the general support requests and projects from departments needing GIS support. The last support block was purchased in September of last year and we used the last of the purchased hours at the end of June this year.

Legal Review:

The renewal contract has been reviewed by the City attorney and found acceptable.

Fiscal impact:

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

Summary:

The IT department would like to purchase 95 hours of support from GIS Inc. to run from August 2020 to July 2021 with a base cost of \$158.23 per hour for a total of \$15031.85

SUGGESTED RESOLUTION:

Authorize the IT department to purchase 95 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$15031.85. Funds are available in the IT Computer Maintenance fund account # 636-228.000-933.0600

July 29, 2020

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

Dear Eric,

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

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

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

Sincerely,



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

I. GIS Support Block

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

How do GIS Support Blocks work?

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

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

II. Pricing & Acceptance

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

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

TABLE 1		
<u>Prepaid Cost</u>	<u>Hourly Rate</u>	<u>Hours</u>
\$2,500 to \$15,000	\$166.67	15.0 to 90.0
\$15,001 to \$30,000	\$158.23	94.5 to 189.5
\$30,001 to \$55,000	\$151.52	198.0 to 363.0
\$55,001+	\$147.06	374.0+

City of Birmingham, MI

Support Block

Amount: 95 hours @ \$158.23 \$15031.85

Signature: _____

Name: Eric Brunk

Title: IT Manager

Date: 08/10/2020

Quotation Terms and Conditions

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

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



Standard Terms and Conditions

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

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

1. GENERAL PROVISIONS.

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

2. SCOPE OF SERVICES.

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

3. WORK PERFORMANCE.

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

4. TAXES.

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

5. CHANGES.

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

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

6. INVOICE AND PAYMENT.

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

7. CANCELLATION.

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

8. ASSIGNMENT.

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

9. INDEMNITY.

<RESERVED>

10. WARRANTY.

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

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

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, GISINC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. GISINC'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY

WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY GISINC FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

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

13. SERVERABILITY.

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

14. GENERAL SERVICES ADMINISTRATION SCHEDULE

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

15. GOVERNING LAW.

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

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

16. DISPUTE RESOLUTION.

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

17. OTHER.

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

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

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

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

GISinc's total liability to Customer for any reason shall not exceed the total amount paid to GISinc by Customer for the services provided under this Agreement.

18. COMPLETE AGREEMENT.

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



MEMORANDUM

Clerk's Office

DATE: August 4, 2020

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk
Alexandria Bingham, Clerk Designee

SUBJECT: Veterans Day Wreath Laying Ceremony

INTRODUCTION:

Piety Hill Chapter, NSDAR has submitted a Special Event application to hold the Veterans Day Wreath Laying Ceremony in Shain Park **November 11th, 2020**. Set-up for the event is scheduled for **November 11th** from 9:00 am to 10:30 am. The event begins at 10:30 am and concludes at 12:00 PM. Tear-down is scheduled for 12:00-2:00 pm.

BACKGROUND:

Prior to application submission the Police Department reviewed the proposed event details for street closures and the need for safety personnel and approved the details. DPS, Planning, Building, Police, Fire, and Engineering have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

Piety Hill DAR has submitted a COVID-19 Plan, which is included with this report. The DAR has indicated that attendance is approximately 50 - 75 persons at this ceremony, therefore below the approved outdoor gathering restriction currently in place.

There are no known events in Shain Park in November with the exception of the arrival of Santa on Saturday in late November.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the Veterans Day Wreath Laying Ceremony to be held November 11th, 2020 from 10:30 am – 12:00 pm, with set-up from 9:00 am to 10:30 am. Tear-down will begin at the conclusion of the event and is scheduled to end at 2:00 pm.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on July 22, 2020. Notification addresses are on file in the Clerk's Office
3. Hold Harmless Agreement and Certificate of Insurance (city event)
4. Department Approval page with comments and estimated costs
5. COVID-19 plan

SUGGESTED RESOLUTION:

To approve a special event permit as requested by Piety Hill Chapter, NSDAR to hold the Veterans Day Wreath Laying Ceremony in Shain Park November 11, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application July 2, 2020

Name of Event Veteran's Day 2020 Annual Wreath-Laying Ceremony Shain Park

Detailed Description of Event (attach additional sheet if necessary) Annual public ceremony to honor all Veterans, and place wreaths at the WWII and Civil War Memorials in Shain Park. Flag Raising

Ceremony by flagpole. Speeches at using PA system/podium and broadcast on local Bloomfield Cable.
Chairs set up for attendees.

Location Shain Park west of Fountain Inclement Weather site: South Bandshell of Shain Park

Date(s) of Event November 11, 2020 Hours of Event 10:30 AM -12 Noon

Date(s) of Set-up November 11, 2020 Hours of Set-up 9 AM to 10:30 AM

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

Date(s) of Tear-down November 11, 2020 Hours of Tear-down 12 Noon - 5 PM

Organization Sponsoring Event Piety Hill Chapter NSDAR, Birmingham, MI

Organization Address 1392 Cedar Drive, Birmingham, MI

Organization Phone 248-505-5306

Contact Person Deborah Harrington 2nd Vice Regent, Piety Hill NSDAR

Contact Phone 248-505-5306

Contact Email deborah.harrington@gmail.com

II. EVENT INFORMATION

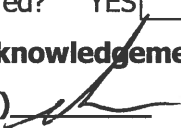
1. Organization Type Non-Profit 501-3C
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____
None

3. Is the event a fundraiser? YES ☐ NO ☒
List beneficiary _____
List expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe This event has been held annually by the Piety Hill Chapter NSDAR, Birmingham to honor all Veterans for at least the past ten years.

5. Total number of people expected to attend per day 75
6. The event will be held on the following City property: (Please list)
☐ Street(s) _____

☐ Sidewalk(s) _____

☒ Park(s) Shain Park west of Fountain, in front of WWII Memorial
Inclement Weather site: South Bandshell of Shain Park

7. Will street closures be required? YES ☐ NO ☒
(Police Department acknowledgement prior to submission of application is required) (initial here) 
8. What parking arrangements will be necessary to accommodate attendance? Car-pooling by Piety Hill Chapter Members, Self-park in metered parking or parking garages

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 Only to participate in flag raising ceremony

11. Will alcoholic beverages be served? YES ☐ NO ☒
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☐ NO ☒
_____ Live _____ Amplification _____ Recorded _____ Loudspeakers

Time music will begin _____

Time music will end _____

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

13. Will there be signage in the area of the event? YES ☐ NO ☒
Number of signs/banners _____
Size of signs/banners _____
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		\$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 Veteran's Day 2020 Annual Wreath-Laying Ceremony Shain Park

EVENT DATE November 11, 2020

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

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

Deborah Harrington

Deborah Harrington 2nd Vice Regent, Piety Hill NSDAR

July 2, 2020

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.



cheryl arft <carft@bhamgov.org>

COVID-19 Plan For Veteran's Day 2020Special Permit

1 message

Deborah Harrington <deborah.harrington0@gmail.com>

Mon, Jul 20, 2020 at 12:25 PM

To: carft@bhamgov.org

Cc: Lisa Milton <ltmilton@brmattorneys.com>, Holly Heiss <holly.heiss@gmail.com>

Veterans Day 2020

November 11, 2020 11 AM Ceremony

Piety Hill Chapter NSDAR and City of Birmingham

Shain Park

PLAN A:

- Event will be held outside, with social distancing (6-10 feet apart)
- Chairs will be spaced for social distancing in front of fountain
- Clorox wipes will be available at the podium
- If social distancing can not be maintained, face masks will be required
- Hand Sanitizer will be at the podium
- Piety Hill members may pass out masks to attendees
- Bagpipers – will stand 10-12 feet to one side
- Bugler – will play taps, near flag pole approx 50 feet away
- Singer – will sing from podium / microphone at a distance from audience

PLAN B: Same COVID-19 Plan for Inclement weather alternate site:
Band Shell south end of Shain Park

PLAN C: IF Virtual only, will have the event recorded, using social distancing precautions.

Please advise if you have any questions or concerns.

Kind regards,

Debbie Harrington
2nd Vice Regent
Piety Hill Chapter NSDAR
248-505-5306



*Piety Hill Chapter National Society Daughters of
the American Revolution*

PO Box 285 Birmingham, MI 48012-0285

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: July 22, 2020

TO: Residential Property or Business Owner

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

EVENT INFORMATION

NAME OF EVENT: Veterans Day Wreath Laying

LOCATION: Shain Park West of Fountain Inclement Weather site at Bandshell south end of park

DATE(S) OF EVENT November 11, 2020 HOURS OF EVENT 10:30 am – 12:00 Noon

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Veterans Day Ceremony with wreath laying at WWII and Civil War Monuments, Flag raising, bagpipes and bugle. Video by local Bloomfield Cable.

DATE(S) OF SET-UP Nov 11, 2020 HOURS OF SET-UP 9:00 – 10:30 am

DATE(S) OF TEAR-DOWN Nov 11, 2020 HOURS OF TEAR-DOWN 12:00 – 2:00 pm

DATE OF CITY COMMISSION MEETING: **August 10, 2020**

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

****Please note** upcoming regularly scheduled City Commission meetings for the City of Birmingham may be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan's Executive Orders 2020-15 and 2020-21. Visit www.bhamgov.org/ for a list of upcoming virtual meetings coming soon. Instructions for participating in virtual meetings using the Zoom platform are available on the city's website.

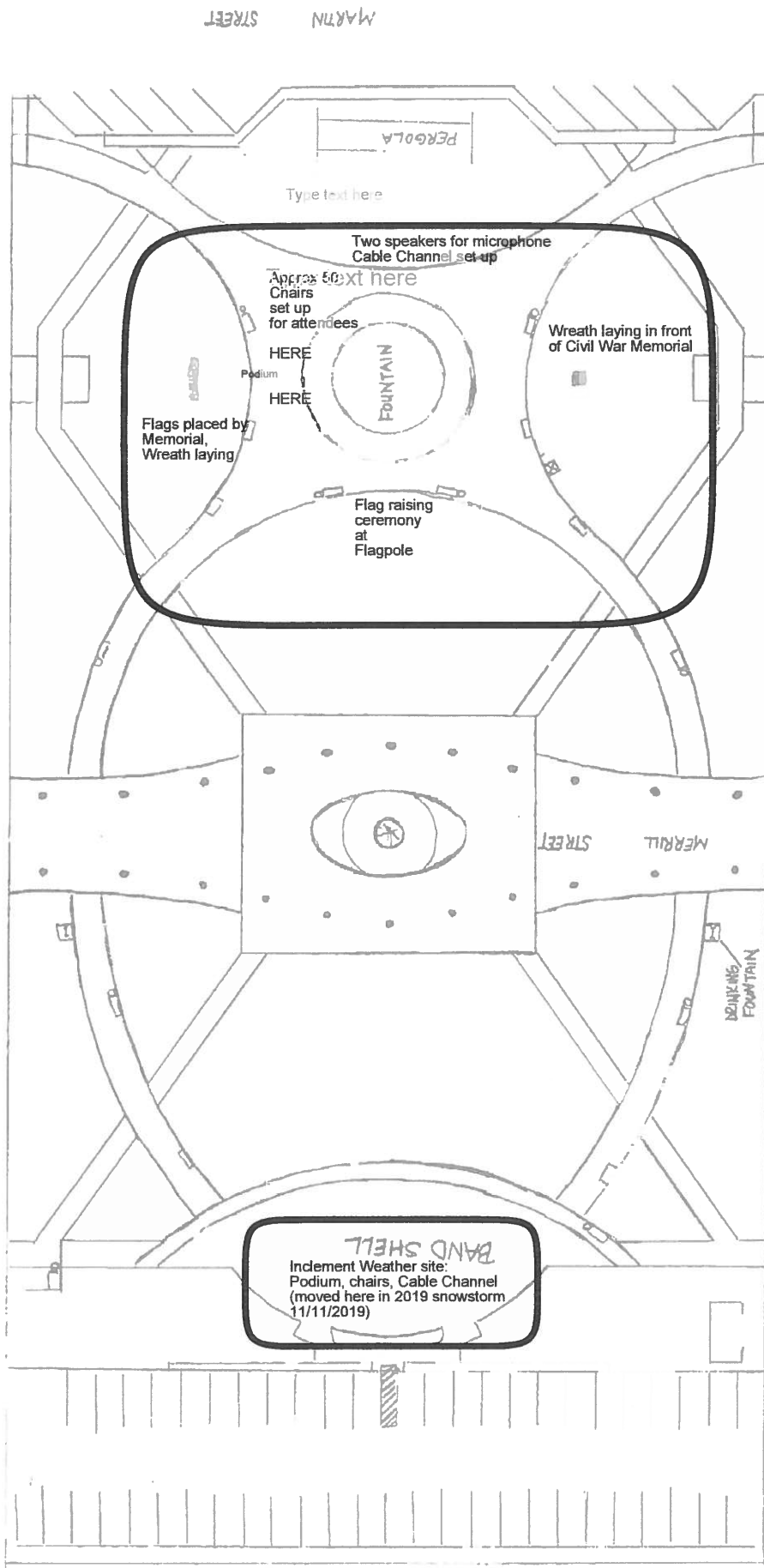
EVENT ORGANIZER: Piety Hill Chapter NSDAR, Birmingham, MI

ADDRESS: P.O.Box 285, Birmingham, MI 48012-0285

PHONE: 248-505-5306

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Debbie Harrington 248-505-5306

A map showing street closures must be attached. NO STREETS WILL BE CLOSED



**Veteran's Day 2020 Annual
Wreath-Laying Ceremony
Shain Park**

**November 11, 2020
Ceremony at 11 AM**

Legend
City Boundary
Lakes and Rivers
Streams
Parcels



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. City visitors should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.

DEPARTMENT APPROVALS

EVENT NAME: VETERAN'S DAY CEREMONY

LICENSE NUMBER #20-00011851

COMMISSION HEARING DATE: AUGUST 10, 2020

NOTE TO STAFF: Please submit approval by JULY 20, 2020

DATE OF EVENT: NOV. 11, 2020

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	Approved, Pending Governor's Orders. No Building department involvement.		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC	Approved, Pending Governor's Orders.		\$0	\$0
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel will attend on duty.		\$0	\$0
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird	1-Portable Audio System 1-Podium 30-folding chairs (chairs placed in Shain Park) Chairs and all flags placed around site. Large flag pole available to post colors with flags.		\$0	\$0
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No Comments	None	\$0	\$0

SP+ PARKING					
INSURANCE 248.530.1807		Need to submit Col, Hold Harmless Agreement (CITY EVENT)	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 7/23/2020. 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	CITY EVENT	
				TOTAL DEPOSIT REQUIRED \$0	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

DATE: July 10, 2020
TO: Joseph A. Valentine, City Manager
FROM: Mark H. Clemence, Chief of Police
SUBJECT: Outside Agency Agreements Fiscal Year 2020-21

INTRODUCTION:

The City Commission reviews outside agency service agreements on an annual basis as part of the budget preparation and expenditure approval process. The police department has supported Birmingham Bloomfield Community Coalition (BBCC), Birmingham Youth Assistance (BYA), Common Ground and HAVEN for a number of years. Department approved budget request amounts are consistent from year to year. After review of Attachments A and B submitted by the outside agencies the City Commission considers renewal of funding.

The City Commission previously approved a master service agreement to be used by various outside agencies that request funding from the City. The following organizations have completed the required service agreements, Attachment A and Attachment B to provide a description of the services to be provided and the direct benefit of the services to the City and its residents.

<u>Agency Name</u>	<u>Department Budget Request Amount</u>
Birmingham Bloomfield Community Coalition (BBCC)	\$3,000
Birmingham Youth Assistance (BYA)	\$18,000
Common Ground	\$1,500
HAVEN	\$2,000

The department request funding totals for BBCC, BYA, Common Ground and HAVEN reflect the same amount of funding received by these agencies for the past fiscal year (2019-2020). It should be noted that although the department funding request totals remained the same as the previous fiscal year, the amount requested (not department approved) from HAVEN reflected a \$3,000 increase from the previous year. Although HAVEN did submit Attachments A and B in addition to a certificate of insurance, the agency did not respond to multiple email and voicemail requests regarding execution of the contract which remains unsigned by the HAVEN President & CEO.

The police department recommends approving the (3) attached service contracts for the 2020-21 outside agency agreements for Birmingham Bloomfield Community Coalition, Birmingham Youth Assistance and Common Ground.

Sufficient funds have been budgeted in the police department other contracted services account #101-301-000-811.0000 to provide for these contracts.

BACKGROUND:

The police department has provided financial support to these (4) agencies since the 2011-12 fiscal year. When the budget preparation season begins, each agency is sent a letter that details the requirements that need to be met in order for the department to include funding in the upcoming fiscal year budget. Those requirements include completion of Attachments A and B in addition to submitting an updated insurance certificate with the City named as additional insured.

Attachment A is a document that summarizes the organization's name, amount of funding requested for current and prior fiscal years and also details the agency's mission, purpose and services provided to Birmingham residents. Attachment B is a detailed explanation of the organization's financial data and also details programs or services provided, number of participants (total attendees and residents) and also includes a quarterly breakdown of funds used for the provided service.

LEGAL REVIEW:

The City Attorney has reviewed and approved the (3) attached service agreements.

FISCAL IMPACT:

Sufficient funding in the amount of \$22,500 has been approved in the 2020-21 police department general fund other contracted services account # 101-301-000-811.0000 to support these (3) budgeted outside agency service agreements. An additional \$2,000 in funding is available should future outside agency contract support of HAVEN be approved.

SUMMARY:

The department recommends that all three agencies receive the same amount of funding from previous fiscal years. BBCC, BYA and Common Ground all submitted funding requests in the same amount as last year. HAVEN requested a funding increase of \$3,000 as compared to last fiscal year and the increase was not recommended by the department.

The (3) attached outside agency service contracts are in compliance with the requirements of Attachment A, Attachment B and insurance regulations have been met and funding approval for the 2020-21 fiscal year may be granted by the City Commission. Also, the City Commission may direct the Mayor and City Clerk to sign the agreements on behalf of the city.

ATTACHMENTS:

1. Birmingham Bloomfield Community Coalition - Service Agreement
2. Birmingham Bloomfield Community Coalition - Attachment A
3. Birmingham Bloomfield Community Coalition - Attachment B
4. Birmingham Youth Assistance - Service Agreement
5. Birmingham Youth Assistance - Attachment A
6. Birmingham Youth Assistance - Attachment B
7. Common Ground - Service Agreement
8. Common Ground - Attachment A
9. Common Ground - Attachment B

SUGGESTED RESOLUTION:

To approve the outside agency service agreements for services described in Attachment A of the agreement for fiscal year 2020-21 with Birmingham Bloomfield Community Coalition in the

amount of \$3,000, Birmingham Youth Assistance in the amount of \$18,000 and Common Ground in the amount of \$1,500 from account number 101-301.000-811.0000, further to direct the Mayor and City Clerk to sign the agreements on behalf of the City.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2020 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Birmingham Bloomfield Community Coalition, whose address is 1525 Covington Road, Bloomfield Hills, MI 48301 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$3,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

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

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

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 reasonable 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, 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 solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, 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 Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER 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.

13. 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. This Agreement shall be governed by the laws of the State of Michigan 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.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as

specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, shall not be considered 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM


By: _____
Pierre Boutros

Its: Mayor

By: _____
Alexandria Bingham


Its: City Clerk

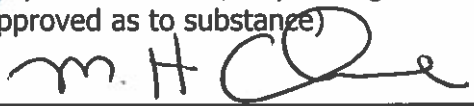
[SERVICE PROVIDER]

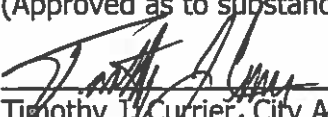
By:  _____
Carol Mastroianni

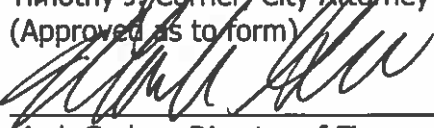
Its: Executive Director

APPROVED:

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

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

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

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

ATTACHMENT A

- I Name of Organization: Birmingham Bloomfield Community Coalition
- II Amount of Funding Requested: \$3,000
- III Amount of funding received from City in current fiscal year: \$3,000
- IV. Organization's Purpose or Mission:

The Birmingham Bloomfield Community Coalition (BBCC), a 501(c)(3), was founded in 1994, and incorporated in September 1995 by a group of Seaholm High School parents who recognized the need for a community wide approach to prevent the abuse of alcohol, tobacco and other drugs. Bloomfield Hills officially joined the Birmingham Coalition in September 2005 and was renamed the Birmingham Bloomfield Community Coalition.

The Coalition works with 13 sectors in the Birmingham Bloomfield community including: Youth, parents, business, media, schools, youth-serving organizations, law enforcement, religious/fraternal organizations, civic/volunteer groups, healthcare professionals, state/local government, other substance abuse organizations., and the recovery community. The Coalition also collaborates with other area substance abuse prevention coalitions, including the Alliance of Coalitions for Healthy Communities (ACHC) and national organizations such as Community Anti-Drug Coalitions of America (CADCA).

BBCC's service area includes those who live, work, play, worship, and attend public and private schools within the boundaries of the Birmingham and Bloomfield School Districts. This includes the **primary municipalities** of Birmingham, Bloomfield Hills, Bloomfield Township, and Villages of Beverly Hills Bingham Farms, Franklin. Portions of Orchard Lake, Southfield, Troy and West Bloomfield are covered via the public schools' boundaries.

The **mission of BBCC** is to raise awareness and mobilize the entire community to prevent the abuse of alcohol and other drugs, with a primary focus on our youth. By focusing on prevention, health and wellness, BBCC and its Youth Action Board (YAB) take a research-driven, evidenced-based approach by providing education, tools, activities, and support to help youth rise above life's challenges and encourage adults to thoughtfully support them.

BBCC strives to "Save Kids Lives" through an expanded focus on the overall health and wellness of young people as well as:

- Envision the brightest drug-free future for our youth
- Celebrate kids who are doing the right thing
- Bring the right people and resources together
- Work collaboratively with 12 community sectors, local, state and national coalitions

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

- Weave sustainable prevention efforts into the fabric of our community
- Have a plan approved by our peers and the Executive Office of the President (of the United States), Office of National Drug Control Policy
- Achieve outcomes for reducing alcohol, marijuana, vaping, and prescription drug use/abuse by teens in our community

V Description of Services to be provided (Scope of Work):

Please Note: All services have been updated to be within the safety guidelines prescribed for COVID-19. If a service is unable to be delivered in person, BBCC will make every attempt to provide the service virtually.

Youth Action Board (YAB) is an inclusive group of teen volunteers from 11 public and private high schools in the Birmingham and Bloomfield Hills community. YAB's goal is to provide youth with a positive voice and presence to peers and the broader community on issues important to teens with a focus on substance abuse prevention, mental health and wellness. The YAB meets on a regular basis, year-round, to discuss substance abuse trends and other important issues teens face today. Based on this information, they plan and organize safe, fun, community-based events and leadership opportunities for teens.

Bi-annual Teen Substance Use Survey administered since 2005 on a bi-annual basis to 8th – 12th grade students in Birmingham and Bloomfield Hills' 5 public high schools and 7 middle schools capturing data from over 5,000 students on alcohol, marijuana and prescription drugs as well as trends, access, influence, and other key points. BBCC uses this information to plan/modify prevention strategies according to what is happening in our community.

Other surveys are used throughout the year as needed. For example, in BBCC works with the Alliance of Coalitions for Healthy Communities (ACHC) and the other 19 prevention coalitions in Oakland County to implement parent and youth surveys.

Covey 7 Habits of Highly Effective Teens training offered to 9th and 10th grade high school students provides a step-by-step framework for boosting self-image, building friendships resisting peer pressure, achieving goals, & much more.

Alcohol, Marijuana (vaping), Prescription Drug, and Mental Health/Wellness Campaigns developed by teens for teens provides a visual reminder of making healthy choices for your best future self.

Serve as community resource for timely, accurate information about substances abuse prevention, mental health and wellness. For example, since 2015 youth in our community have been experiencing a dramatic increase in abuse of ENDS

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

(electronic nicotine delivery system) products. BBCC has focused its efforts on getting the word out to schools, parents and youth about the dangers of vaping and misinformation being disseminated about it. Some of the other areas that BBCC is focusing on are opioids, buzzed driving, adult binge drinking, youth underage drinking, and stress/anxiety amongst our youth.

Community dialogues including, CHOICES: Youth Dialogue Day. Students, parents, and educators from the public and private high schools, witness “eye-opening,” live court cases, heard directly from Judge D’Agostini of the 48th District Court and selected speaker(s) whose story demonstrates the very real-life consequences that come with impulsive decisions teens make to use drugs and alcohol. Hands-on activities follow to further enhance the learning experience.

Keep them Safe, Keep them Healthy provides education and awareness to both parents and their teens to open up the lines of communication between them. By taking a unique perspective in presenting the various reasons why our young people are abusing substances and what can be done to prevent it, parents gain the ability to look at their children with more compassion as well as have doable steps to take to safeguard your child and home. For student assemblies geared for 8th – 12th graders, young adults in recovery relate their personal experience and tragedies as a result of substance abuse or share their expertise.

Parent directed campaigns such as Parents Who Host, Lose the Most provides parents and other adults valuable information to help make teen parties safe and ensure parents/adults know the local laws.

Substance-free community opportunities and activities for teens, families and people of all ages include our Teen Talent Showcase held in the summer. **Friday, June 12, 2020** is our next YAB Teen Summer Concert that provides youth, families and community members with a safe, fun, substance-free outlet to enjoy and celebrate our talented teens as the opening act of the Shain Park Summer Music Series. Youth Action Board (YAB) teens take the lead in planning and implementing this event that shares key prevention, health and wellness information and recognizes our graduating YAB teens. BBCC also supports many other community programs and events.

Middle School Transitions Program for eighth graders focuses on the “Truths and Consequences of Substance Use” through an interactive presentation. Data used is from BBCC’s Teen Drug and Alcohol Use Survey, along with important and compelling facts. When available, high school students participate by answering the 8th graders’ questions about the high school experience and the transition itself. On average each school year, over 400 eighth graders from the middle schools participate

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

in this educational program.

Strengthening Families Program for Parents and Youth 10-14. Youth need skills to help them resist the peer pressure that leads to risky behaviors. Research shows that protective parenting improves family relationships and decreases the level of family conflict, contributing to lower levels of substance use. In just seven sessions parents and children learn how to build stronger communication and respect for each other.

Tobacco and Alcohol Retailer Education visits take place annually as BBCC works with the County and State to ensure our retail establishments are informed by distributing and reviewing tobacco and alcohol retailer education kits and surveying the establishments.

VI Explain the value of the services to the City of Birmingham:

**Please note, that the dollar values listed include in-kind donations.*

- Youth Action Board (YAB) is the only inclusive group for the 11 public and private high school students in the Birmingham Bloomfield communities where teens come together, on a regular basis throughout the year, to discuss substance abuse trends and other important issues teens face today. YAB gives teens a voice and a presence and the ability to plan and organize safe, fun community-based events and learning/leadership opportunities. BBCC has had teens say that the YAB was the only place they can go to be themselves and be around like-minded individuals – individuals who do not want to abuse substances, who want to find healthier ways to manage their life, and be a role model for others. The YAB costs approximately \$1,000/year per student to run.
- *Bi-annual Teen Substance Use Survey is truly priceless. Nowhere else does Birmingham receive community-specific information about their youth's substance use, perceptions, mental, and other key findings that have been tracked in a self-designed survey since 2005. This information is used to adjust, design and implement prevention programming. Value of survey to develop, administer and analyze is \$20,000. *Next survey takes place in December 2021 with results analyzed in 2022.
- Other surveys – Key information is gathered about parents and used to adjust, design and implement prevention programming.
- Covey 7 Habits of Highly Effective Teens training builds young people up from the inside out by utilizing proven methods to boost self-image, build friendships, resist peer pressure, achieve goals and much more. To have young people in the community who are making positive decisions for their future selves and to be a role model for others is priceless and reduces crime, family heartache, and more. Value is \$2,500 per session for up to 30 students.
- Alcohol, Marijuana (vaping), Prescription Drug, and Mental Health/Wellness Campaigns keep messaging on key issues “top of mind” for youth especially since

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

these campaigns are created by teens for teens. The more youth we have making positive decisions for themselves, the less juvenile delinquency the community will experience. Value is \$6,490.

- Serve as community resource for timely, accurate information about substances abuse prevention, mental health and wellness. BBCC is able to eliminate some of the phone calls by or visits to citizens by the police department. By raising awareness, educating and supporting families and schools in the community, we prevent a number of situations before they get worse.
- Community dialogues including, CHOICES: Youth Dialogue Day provides students with the ability to see real-life consequences unfold and how one decision can change the trajectory of someone's life. This is an extremely impactful event and one where students have commented that they were on the fence about whether or not to use drugs and that this program helped them decide that drugs are not the answer. Value is \$10,000*.
- Keep them Safe, Keep them Healthy Program has been extremely impactful for students because they are able to hear directly from a young person in recovery, in a relatable way, how insecurities or issues at home, lead them to make a decision that changed the trajectory of their lives. Students are able to understand how this could happen to them and understand ways to make different decisions and reach out for help. This is also one of the only programs that has a separate parent component that encourages parents and children to talk about what is commonly a difficult topic to bring up. Once again, this program reduces youth substance use or self-harm and reduces juvenile delinquency in the community. Value is \$3,950* per session.
- Parent directed campaigns such as Parents Who Host, Lose the Most reduces parent hosted parties where alcohol is provided to underage youth thus lowering the number of police visits needing to be made. Value is \$10,384*.
- Substance-free community opportunities and activities for teens, families and people of all ages include our Teen Summer Concert as a way to celebrate youth making great choices and providing a venue that youth and their families can go to that is substance free. This shows young people that you can have fun without getting drunk or high which can lead to reduced instances where police intervention is needed. Value is \$6,000* for each event.
- Middle School Transitions Program for eighth graders focuses on the "Truths and Consequences of Substance Use" educates 8th graders at a critical juncture in their life about substances and the reality of substance use in high school, the impact of substances on brain development and more. Helping young people to make more informed decisions for themselves, leads to reduce substance use and juvenile delinquency. Value is \$6,000.
- Tobacco and Alcohol Retailer Education visits educate local retailers of the appropriate ages of people to sell tobacco and alcohol to. This reduces youth access, which, in turn, reduces youth use. More compliant retailers lead to less police visits, too.

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

VII List all municipal and/or other funding sources, the percentage of programming costs covered by each source, and the actual dollar amount covered by each source in the current fiscal year. (List below. Attach additional sheet if necessary.)

BBCC fiscal year runs October 1 – September 30

Birmingham Bloomfield Community Coalition
Profit & Loss

October 2018 through September 2019

	Accrual Basis
	<u>Oct '18 - Sep 19</u>
Income	
4000 · Contributions	
4005 · Board Contributions	600.00
4015 · Individuals	1,314.00
Total 4000 · Contributions	1,914.00
4300 · Organizations	
4310 · Chamber of Commerce	825.00
4325 · Municipalities	
4326 · Beverly Hills	1,800.00
4328 · Birmingham	3,000.00
Total 4325 · Municipalities	4,800.00
4340 · Schools	
4343 · Bloomfield Hills	10,000.00
4346 · Cranbrook schools	250.00
4350 · PTO	600.00
4352 · Seaholm	100.00
Total 4340 · Schools	10,950.00
Total 4300 · Organizations	16,575.00
4500 · Sponsorships	
4510 · Teen summer concert	2,561.00
4530 · Choices	3,300.00
Total 4500 · Sponsorships	5,861.00
4800 · Other Income	
4805 · Amazon Fundraiser	44.28
4810 · Covey	225.00
4820 · Kroger Rewards Fundraiser	43.47
4825 · Miscellaneous	50.00
4830 · Program Service Revenue	750.00
4845 · Tobacco Edu & Synar Inspections	775.00
Total 4800 · Other Income	1,887.75
4900 · Grants	
4905 · ACHC	36,878.55
4925 · STOP Act Grant	47,145.00
Total 4900 · Grants	84,023.55
4980 · Interest Income	62.65
Total Income	110,323.95

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

VIII. Provide a detailed list of services provided in the 2018-2019 Fiscal Year (July 1, 2018 – June 30, 2019). Include the following for each quarter:

- Date & Timeframe of each service provided
- Explanation of the service provided
- Number of Birmingham residents in attendance/effected by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

Individuals Participating in Programs:

- Youth Action Board (YAB)
 - Takes place all year long, at least twice a month
 - 45 students throughout the year; 8 of those teens are from 48009
- Bi-annual Teen Substance Use Survey
 - Preparing the survey instrument and logistics of survey administration for our next survey in December 2019. These efforts are being coordinated with Birmingham Public Schools, Bloomfield Hills Public Schools and possibly a private school.
- Other surveys – BBCC created and will administer a parent survey in the summer of 2019.
- Alcohol, Marijuana (vaping), Prescription Drug, and Mental Health/Wellness Campaigns and events
 - Campaign materials are distributed throughout the year. Survey results show several hundred students see the campaigns, many of whom live in 48009
 - February 9, 2019, BBCC partnered with several other prevention coalitions in Oakland County to offer the World of Wellness event. Over 70 adults attended and approximately 5 were from 48009.
 - March 2, 2019, BBCC participated in the Surviving the Social Jungle and Teens Empowered Conference held at Academy of the Sacred Heart. Over 400 youth, parents and educators attended, many of whom live in 48009.
 - April 16, 2019, BBCC partnered with BYA and presented to 26 adults and teens about the dangers of vaping.
 - April 26 and 27, 2019, BBCC and the YAB were stationed in Gazelle Sports Shop with a table to educate shoppers on a variety of information including how to properly dispose of unwanted medicines and about buzzed driving.
- Serve as community resource for timely, accurate information about substances abuse prevention, mental health and wellness.
 - BBCC distributes information via all of our high schools and middle schools;

Name of Organization: Birmingham Bloomfield Community Coalition (BBCC)

we send out an e-newsletter with a subscriber based of 1,200, have many of our programs run on Birmingham/Bloomfield Cable TV, and we field numerous phone calls and email inquiries. Easily several hundred 48009 residents are impacted.

- CHOICES 2019 was held on March 22, 2019
 - 89 students from Seaholm, Groves, Brother Rice, West Bloomfield, Bloomfield Hills High School
 - 38 adults attended including youth assistance, school personnel, parents, hospital personnel, Birmingham Police
- Substance-free community opportunities and activities for teens, families and people of all ages include our Teen Summer Concert, June 15, 7:30 – 10:00 a.m. in Shain Park.
 - Over 150 youth and adults attended and participated in the event. This concert was also shared throughout the community via the Birmingham/Bloomfield Cable TV.
 - The next YAB Teen Summer Concert is being held on June 14 in Shain Park.
 - Participated in Day on the Town on August 11, 2018 to educate attendees on a variety of youth focused substance abuse, mental health and wellness topics.
- Middle School Transitions Program for eighth graders focuses on the “Truths and Consequences of Substance Use”
 - Over 200 8th graders participated in this program
- Tobacco and Alcohol Retailer Education visits
 - 25 retail visits were made of which 9 were located in 48009 in April/May 2019

Submitted by: Carol Mastroianni Title: Executive Director
(Print Name)

Signature: Carol Mastroianni Date: June 24, 2020

Name of Organization:

Birmingham Bloomfield Community Coalition

ATTACHMENT B

First Quarter (July 1, 2019– September 30, 2019)

[illegible]**Second Quarter (October 1, 2019 – December 31, 2019)**[illegible]

Name of Organization: Birmingham Bloomfield Community Coalition**Third Quarter (January 1, 2020– March 31, 2020)**

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service

Fourth Quarter (April 1, 2020 – June 30, 2020)

Name and Explanation of Program/Service	Date of Service	Duration of Service (timeframe)	Cost of Program/Service	# Total Participants	# of Birmingham Participants	Breakdown of funds used for Program/Service
Youth Action Board Meeting	1/19/2020	1:30 – 3:00 p.m.	\$25,000/year	10	5	Portion of staff time: \$327.30
Youth Action Board Meeting	2/16/2020	1:30 – 3:00 p.m.	\$25,000/year	12	5	Portion of staff time: \$327.30
Youth Action Board Meeting	3/8/2020	1:30 – 3:00 p.m.	\$25,000/year	16	6	Portion of staff time: \$327.30
Youth Action Board Meeting	3/29/2020	1:30 – 3:00 p.m.	\$25,000/year	17	6	Portion of staff time: \$327.30
Middle School Transition Program – Derby Middle School	3/3/2020	8:00 a.m. – 3:00 p.m.	\$220.44/session; 5 sessions delivered = \$1,102.20	121	72	Staff time: \$592.85; travel \$33.80; Supplies: \$88.70; printing/copying: \$25.35; Evals: \$23.65; Equipment: \$337.85 Amount invoiced: \$1,102.20
Middle School Transition Program – Derby Middle School	3/9/2020	8:00 a.m. – 3:00 p.m.	\$220.44/session; 5 sessions delivered = \$1,102.20	121	73	Portion of staff time: \$79.25; travel \$33.80; Supplies: \$88.70; printing/copying: \$25.35; Evals: \$23.65; Equipment: \$337.85 Amount invoiced: \$588.60

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2020 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Birmingham Youth Assistance Committee, whose address is 2436 W. Lincoln, Suite F102, Birmingham, MI 48009 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$18,000.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

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

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

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 reasonable 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, 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 solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, 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 Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER 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.

13. 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. This Agreement shall be governed by the laws of the State of Michigan 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.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as

specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, shall not be considered 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: _____
Pierre Boutros

Its: Mayor

By: _____
Alexandria Bingham


Its: City Clerk

[SERVICE PROVIDER]

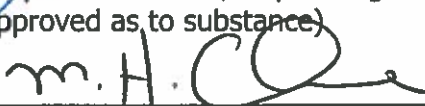
By: 
Richard Stasys

Its: Treasurer

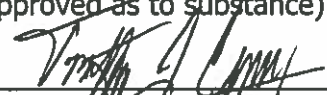
APPROVED:



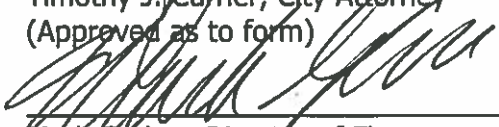
Joseph A. Valentine, City Manager
(Approved as to substance)



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



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



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

ATTACHMENT A

- I. Birmingham Youth Assistance 2020/2021 Funding Request: \$18,000.00
- II. Amount of Funding Previously Received From City: F/Y 2018/2019 - \$18,0000
F/Y 2019/2020 - \$18,000
- III. Organization's Purpose or Mission with Emphasis on how Organization Serves the City:

Birmingham Youth Assistance's mission is the prevention and reduction of juvenile delinquency, child abuse, and child neglect, by providing community based casework and counseling services as well as providing positive alternatives for children and families that live within the boundaries of the Birmingham Public School District. BYA is a partnership of: the Oakland County Circuit Court – Family Division; the City of Birmingham and the Villages of Beverly Hills, Bingham Farms and Franklin; the Birmingham Public Schools; and community volunteers.

Birmingham Youth Assistance implements its mission through a two-part program. The first component provides family-focused confidential casework services to youth and families residing within the boundaries of the Birmingham Public School District. The second component is various volunteer-based programs. (Examples listed in Section V, below.)

- IV. Date(s) of Service(s): July 1, 2020 to June 30, 2021

- V. Description of Services Provided (Scope of Work):

- A. Casework/Counseling

Short-term counseling and casework services, offered year-round, available during and after school hours, for youth and their families referred by police, school counselors, administrators, or parents. ****Birmingham Youth Assistance Casework/Counseling services are being provided remotely due to the physical building/office closure related to Covid 19 and compliance with CDC requirements, March – June 2020 and ongoing at this time. Through technology, families are receiving contacts, appointments, resources, and continued services that includes additional support from stressors families have experienced through the pandemic.***

- **These services include both preventing juvenile offenses and diverting at-risk youth from the court system, saving the community the costs of prosecution and incarceration.**

Birmingham Youth Assistance's caseworker referrals continued at a steady rate from both the schools and the Birmingham Police Department. Casework services have

expanded to incorporate more group work and training to help accommodate the increased number of complex referrals.

- **Additionally, the caseworker has responsibility for local children re-entering the community and school upon completion of formal court placement. BYA had one new Re-Entry case in June 2020.**

Birmingham Youth Assistance continues to retain its full-time County-paid caseworker (not the situation for all Youth Assistance communities) to meet these needs of local youth and families, thanks to strong support from our municipalities, schools, and BYA volunteers.

B. Prevention Programs and Positive Alternatives, including:

Camp – Camp scholarships for children from families in financial and/or emotional need. **BYA Camp and Skill Building Scholarships continue to be offered to families with many summer programs making revisions to their services that comply with CDC recommendations related to Covid 19.*

Youth Enrichment Program – Designed to assist caseload families and provide skill building opportunities to their children. This includes but is not limited to: after school tutoring, special camps or clubs, and after school activities. These funds are also used to help offset the costs of boot camp and/or treatment based modalities.

Family Education – Teaching parenting skills through classes and workshops. This also provides for group classes offered to youth and parents.

Mentors PLUS – This is a county based one-to-one program that matches youth who need an extra-supportive relationship with a positive adult role model. The youth are identified by the BYA Caseworker from caseload families. **During this pandemic period, BYA mentors continue contact with their matches remotely.*

Youth – In – Service Recognition – A role-model recognition program to honor youth in the community for performing outstanding volunteer service.

C. Public Relations and Events for Children and Families - These events raise funds to reduce program costs, but the main function is to raise awareness of Birmingham Youth Assistance in the community and what BYA offers local youth and families.

Breakfast with Santa – An annual seasonal community event for young children and their families. Caseload families can receive a scholarship to attend. Non-caseload

youth and their families pay to attend, which is often is their first exposure to Birmingham Youth Assistance, in a positive setting.

Kids' Dog Show – This annual show is a community event that features a “Best in Show” trophy, ribbons, prizes for pre-school, elementary and middle school age children, which promotes family involvement, and youth self confidence.

Touch-a-Truck – An annual family-oriented event for pre-school and elementary-school age children, featuring a variety of commercial and local municipality vehicles, in an interactive, educational setting.

Birmingham Farmer's Market and Day on the Town – BYA volunteers donate time to help run the Kid's Zone which entails providing a craft for young children while sharing the BYA mission with parents and patrons of these community wide events.

D. Fundraising:

BYA RedRaiser – Our RedRaisers are our signature fundraising events developed to help raise funds and awareness for BYA programming by partnering with a Birmingham restaurant/business.

- ***Due to Covid 19 pandemic CDC compliant shut downs and stay at home orders, BYA 2020 community programs that were canceled included: Youth In Service Recognition, Touch A Truck, RedRaiser scheduled at a Birmingham restaurant, and the Farmer's Market Kid Zone.***

VI. Describe Direct Benefit of Services to Birmingham Residents:

Through its intervention and prevention programs, Birmingham Youth Assistance helps prevent and reduce juvenile delinquency, child abuse and child neglect in this community.

The services of Birmingham Youth Assistance continues to relieve the City of Birmingham from providing these vital services directly using City personnel and facilities, and saves the much greater costs of sending these youth through the court and corrections facilities. An average stay at Children's Village is \$30,420 vs. \$300 for BYA services.

Birmingham Youth Assistance is a unique and irreplaceable asset in the community. We are proud to celebrate more than 50 years of serving the Birmingham Community.

VII. Provide a list of the other funding sources: O.C. Circuit Court, Birmingham Public Schools, Village of Beverly Hills, Village of Franklin, Bingham Farms, Village Club Grant, The Lyon Foundation, BYA RedRaiser

Please Note: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

First Quarter (July 1, 2019 – September 30, 2019)

[illegible]**Second Quarter (October 1, 2019 – December 31, 2019)**[illegible]

Name of Organization: Birmingham Youth Assistance

Third Quarter (January 1, 2020 – March 31, 2020)[illegible]

Fourth Quarter (April 1, 2020 – June 30, 2020)

[illegible]

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2020 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Common Ground, whose address is 1410 S. Telegraph, Bloomfield Hills, MI 48302 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

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

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.

2. The CITY shall pay a total of \$1,500.00 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

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

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

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

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 reasonable 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, 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 solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SERVICE PROVIDER 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 for 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: SERVICE PROVIDER 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 employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, 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 Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER 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.

13. 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. This Agreement shall be governed by the laws of the State of Michigan 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.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as

specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, shall not be considered 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: _____
Pierre Boutros

Its: Mayor

By: _____
Alexandria Bingham

Its: City Clerk

[SERVICE PROVIDER]

By: Heather Rae
Heather Rae

Its: President and CEO

APPROVED:

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

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

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

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

ATTACHMENT A

- I. Name of Organization: Common Ground
- II. Funding Request: \$1,500
- III. Amount of funding received from City in current fiscal year: \$1,500
- IV. Organization's Purpose or Mission: _____
Common Ground's mission is helping people move from crisis to hope.
Common Ground is dedicated to helping runaway and homeless youth, victims
of crime, people with mental illness and others in critical situations. Common
Ground is a lifeline for the City of Birmingham and Oakland County.

- V. Description of Services to be provided (Scope of Work): _____
Common Ground is a 24-hour crisis services agency whose core purpose is helping
people move from crisis to hope. Our service array includes: a resource and crisis
helpline (calls, texts and chats), a walk-in assessment and crisis intervention service,
a free legal clinic, a crisis residential unit, the Sanctuary for runaway and homeless
youth, a graduated apartment program, a sober support unit, a victims assistance
program and a variety of support groups such as survivors of suicide loss and
survivors of domestic abuse.

- VI. Explain the value of the services to the City of Birmingham: _____
Common Ground is available to help anyone in crisis. Our programs help
people from all walks of life and most of our services are free. 90% of all
funding goes directly to services and help is just a telephone call away at
1-800-231-1127. Last year Common Ground served 59 Birmingham residents
through various programs totaling more than \$25,000.

- VII. Provide a list of the other funding sources: (List below. Attach additional sheet if necessary.)
See attached sheet.

Name of Organization: Common Ground

VIII. Provide a detailed list of services provided in the 2018-19 Fiscal Year (July 1, 2018 – June 30, 2019). Include the following for each quarter:

- Date & Timeframe of each service provided
- Explanation of the service provided
- Number of Birmingham residents in attendance/effected by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

NOTE: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: Jeff Kapuscinski Title: Director, Business Development
(Print Name)

Signature: Jeff Kapuscinski Date: June 30, 2020

Name of Organization: Common Ground

ATTACHMENT B

First Quarter (July 1, 2019 – September 30, 2019)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
8/2019		Legal Clinic	2	2 X \$45 = 90
7/2019		Victim Assistance	1	
8/2019		Victim Assistance	1	
7/2019		Crisis Screening and Triage	4	4 X \$670 = 2680
8/2019		Crisis Screening and Triage	2	2 X \$670 = 1340
9/2019		Crisis Screening and Triage	3	3 X \$670 = 2010

Second Quarter (October 1, 2019 – December 31, 2019)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
10/2019		Crisis Call	4	4 X \$16 = 64
11/2019		Crisis Call	2	2 X \$16 = 32
12/2019		Crisis Call	1	2 X \$16 = 32
12/2019		Runaway and Homeless Youth Shelter	1	1 X \$2,465 = 2,465
10/2019		Crisis Screening and Triage	1	1 X \$670 = 670
11/2019		Crisis Screening and Triage	2	2 X \$670 = 1340
12/2019		Crisis Screening and Triage	6	8 X \$670 = 3840

Name of Organization: Common Ground

Third Quarter (January 1, 2020 – March 31, 2020)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
1/2020		Crisis Call	6	6 X \$16 = 96
2/2020		Crisis Call	1	1 X \$16 = 16
3/2020		Crisis Call	1	1 X \$16 = 16
1/2020		Crisis Screening and Triage	6	6 X \$670 = 4020
2/2020		Crisis Screening and Triage	4	4 X \$670 = 2680
3/2020		Crisis Screening and Triage	1	1 X \$670 = 670

Fourth Quarter (April 1, 2020 – June 30, 2020)

[illegible]

Common Ground
Revenue
10/1/18 - 9/30/19

Source	Amount	Percentage
Health and Human Services (Federal)	\$394,726	2.7%
Housing and Urban Development	\$242,753	1.7%
Department of Health and Human Services (State)	\$587,894	4.0%
Victims of Crime Act	\$409,116	2.8%
Department of Justice (Federal)	\$115,893	0.8%
Lighthouse (MSHDA)	\$29,476	0.2%
Easter Seals	\$153,296	1.0%
CNS	\$81,000	0.6%
Oakland Community Health Network	\$7,905,622	53.9%
Oakland Community Health Network (CRU)	\$1,571,281	10.7%
Oakland Community Health Network (SSU)	\$592,232	4.0%
National Suicide Prevention Lifeline	\$116,875	0.8%
Oakland Community Health Network (MHC)	\$81,294	0.6%
Oakland Community Health Network (SUD)	\$50,448	0.3%
Emergency Shelter Grant	\$10,430	0.1%
Genesee Health System	\$1,033,872	7.1%
Salvation Army	\$24,830	0.2%
Text/Chat Funding from Prior Year	\$34,668	0.2%
Public Support	\$822,102	5.6%
Business Revenue	\$397,250	2.7%
TOTAL	\$14,655,058	

DATE: August 4, 2020

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: 2020 Concrete Sidewalk Repair Program – Contract # 1-20 (SW)
Contract Award

INTRODUCTION:

This project is a continuation of the City's annual sidewalk repair program. This year's sidewalk replacement program focuses on Area 3 (south of Maple Road and west of Adam Road / Woodward Avenue).

BACKGROUND:

On July 31, 2020, the Engineering Department opened bids on the above referenced project. A summary of the bid results is attached.

Four (4) companies submitted bids for this project. The low bidder was Luigi Ferdinandi & Sons Cement Company, Inc., of Roseville, with their bid of \$573,970.00. The Engineer's estimate was \$605,000. Luigi Fendinandi & Sons Cement Company specializes in sidewalk and concrete repair programs and has completed numerous sidewalk repair and concrete pavement repair projects of similar nature for several communities throughout Southeast Michigan and has completed similar work in the City of Birmingham. The Engineering Department is confident in their abilities and that they are qualified to perform the work in within this contract.

This contract also includes a large number of scattered concrete repairs throughout the city, some of which include:

1. Sidewalk, curb, and/or pavement repairs where sewer and/or water services have been installed (to new buildings) or upgraded;
2. Repairs where excavation to repair water main breaks have damaged driveways, sidewalk, curb, and/or pavement;
3. A small amount of concrete slab replacement on both major and local streets where the existing slabs are fractured;
4. Curb replacement that are damaged or are deteriorating.

A map showing the locations of the scattered concrete repairs is attached for your information.

Other work of interest added to the job for this year includes:

1. Handicap ramps on streets within the Downtown Area, primarily between Chester, Brown, Martin and Pierce. (see attached map of specific locations);
2. W. Maple Road Bus Shelter (see attached plan).

LEGAL REVIEW:

The Engineering Department follows the Standard Format used for all contracts as required by the City Attorney's Office.

FISCAL IMPACT:

The estimated distribution of costs for this project will be assigned as follows:

General Sidewalk	101-444.001-981.0100	\$ 363,650.00
Major Street Fund	202-449.001-981.0100	\$ 68,559.00
Local Streets Fund	203-449.001-981.0100	\$ 39,070.00
Sewer Fund	590-536.001-811.0000	\$ 37,078.00
Water Main Fund	591-537.004-811.0000	\$ 32,766.00
Water Service Fund	591-537.005-811.0000	\$ 23,817.00
Alley Maintenance	101-444.002-981.0100	\$ 9,030.00
TOTAL		\$ 573,970.00

SUMMARY:

It is recommended that the 2020 Concrete Sidewalk Repair Program be awarded to Luigi Ferdinandi & Sons Cement Company, Inc. of Roseville, MI in the amount of \$573,970.00. All costs to be charged to the various accounts as detailed in the report.

ATTACHMENTS:

- Bid Summary (1 page)
- Program Area 3 Map (1 page)
- Scattered Repair Map (1 page)
- Downtown ADA Repair Improvement Location Map (1 page)
- W. Maple Road Bus Shelter Plan (1 sheet)

SUGGESTED RESOLUTION:

To award the 2020 Concrete Sidewalk Repair Program, Contract #1-20 (SW) to Luigi Ferdinandi & Sons Cement Company, Inc., in the amount of \$573,970.00, to be charged to the various accounts as detailed in the report, contingent upon execution of the agreement and meeting all insurance requirements.

CITY OF BIRMINGHAM

2020 CONCRETE SIDEWALK PROGRAM

CONTRACT # 1-20 (SW)

BID SUMMARY

JULY 31, 2020 - 2:00 PM

[illegible][illegible]



2020 Scattered Concrete Repairs

CADOT

THIS MAP IS INTENDED FOR INFORMATION PURPOSES ONLY. ANDERSON, JACKSON AND DISTRICTS, INC. AND THE CITY OF BIRMINGHAM DO NOT WARRANT THE ACCURACY OF THIS MAP. THE CITY OF BIRMINGHAM AND ANDERSON, JACKSON AND DISTRICTS, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES AND EXPENSES ARISING FROM THE USE OF THIS MAP OR INFORMATION.

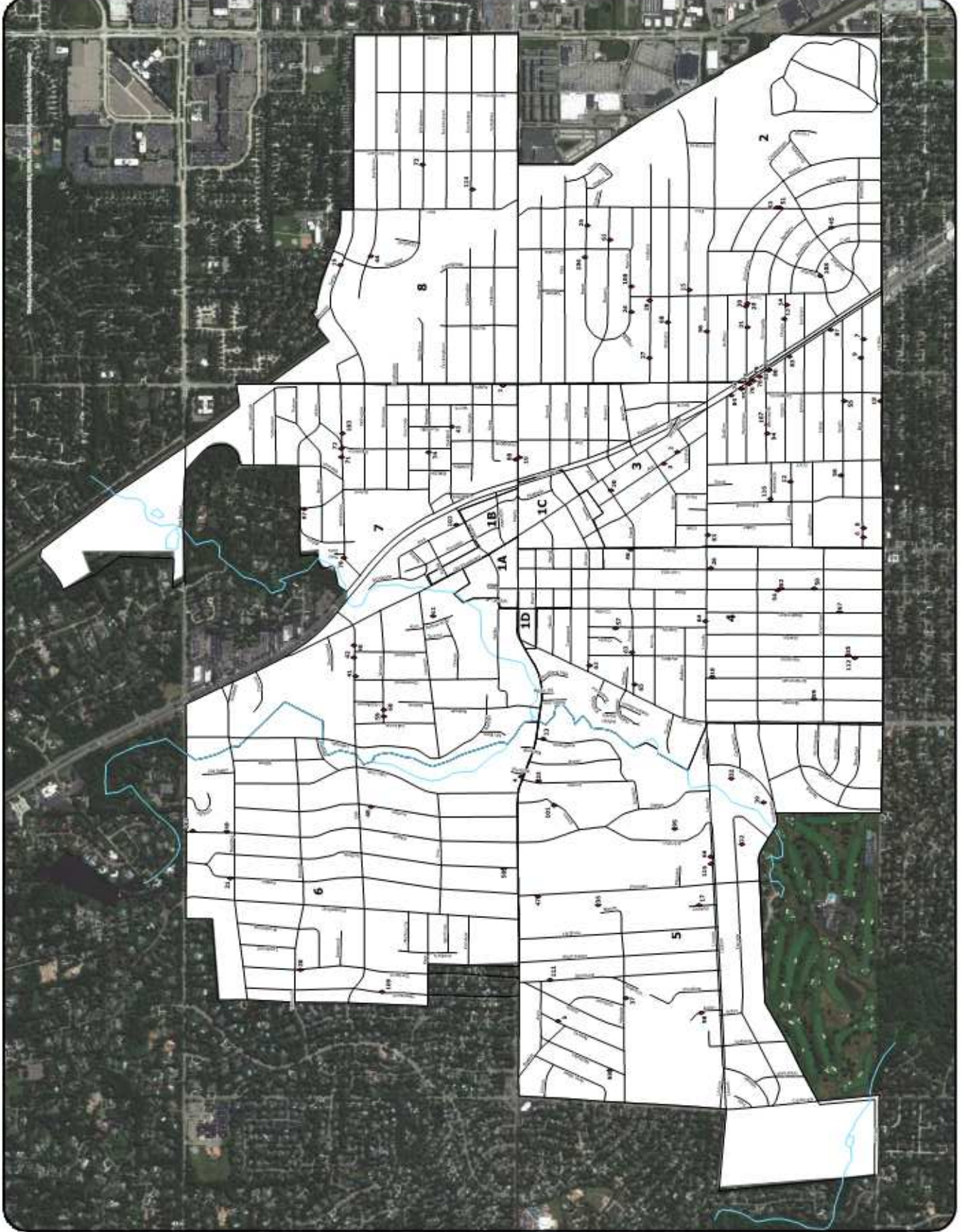


ANDERSON, JACKSON AND
DISTRICTS, INC.
ONE INDEPENDENCE AVENUE, SUITE 100
BIRMINGHAM, AL 35203
205.975.1111

Legend

- 2022 Scattered Sections
- Street Program Districts

DATE: 01/11/2022	BY: J. H. H.	APP: 01/11/2022	REV: 01/11/2022
TITLE: 2022 Scattered Sections	1" = 100'	PROJECT NO: 01-11-1111	PROJECT NO: 01-11-1111
PROJECT NO: 01-11-1111	PROJECT NO: 01-11-1111	PROJECT NO: 01-11-1111	PROJECT NO: 01-11-1111

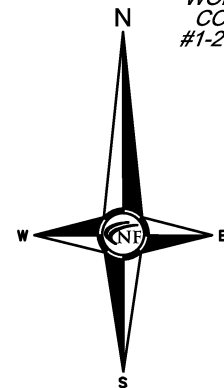


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COVER SHEET
LEGEND SHEET
DETAILS-1
DETAILS-2
DETAILS-3
M.D.O.T. SPECIAL
C24
C25
C25A
C28A
C28B*
C28C*
C28D*
C29A
C29B*
C30A-C32-C33
C31-C32A

C33A*
C33B*
C34
C34A*
C34B*
C34C*
C36A
C36B*
C36C*
C37-C38-C39-C39A
C40
C41*
C42
C44
C44A
C44B*
C44C*
C54A*
C76*
C77*

S. BATES ST. & MERRILL ST.
S. BATES ST. & MERRILL ST.
S. BATES ST. & MERRILL ST.
S. BATES ST. & MERRILL ST.
S. BATES ST. & MERRILL ST.
S. BATES ST. & MERRILL ST.
MERRILL ST. & PIERCE ST.
MERRILL ST. & PIERCE ST.
MERRILL ST. & PIERCE ST.
CHESTER ST. & TOWNSEND ST.
CHESTER ST. & TOWNSEND ST.
S. BATES ST. & BROWN ST.
S. BATES ST. & TOWNSED ST.
HENRIETTA ST. & TOWNSEND ST.
PIERCE ST. & TOWNSEND ST.
PIERCE ST. & TOWNSEND ST.
PIERCE ST. & TOWNSEND ST.
S. BATES ST. & MERRILL ST.
HENRIETTA ST. & MERRILL ST.
MARTIN ST. & CHESTER ST.



**2020 SIDEWALK
RAMPS PROJECT
WORK AREAS
CONTRACT:
#1-20 (SW) ADA**

***NOTE: INDICATES SURVEY & DESIGN WORK IS BEING COMPLETED. FINAL DESIGN WILL BE ISSUED AS PART OF CONTRACT.**



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257



SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	07/15/20	CE	I976-05	COVER DETAIL

**NOWAK & FRAUS
ENGINEERS**

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

SEAL

PROJECT

Maple and Coolidge
Bus Shelter

CLIENT

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

Contact:

Mr. Paul T. O'Meara

Phone: (248) 530-1836

Email: pomeara@bhamgov.org

PROJECT LOCATION

Part of the Southeast 1/4
of Section 30,
T. 2 N., R. 11 E.
City of Birmingham,
Oakland County, Michigan

SHEET

Construction Plan



DATE ISSUED/REVISED
02-10-19 CITY REVIEW

DRAWN BY:
M. Inman

DESIGNED BY:
P. Tulikangas

APPROVED BY:
B. Buchholz

DATE:
06-12-19

SCALE: 1" = 20'

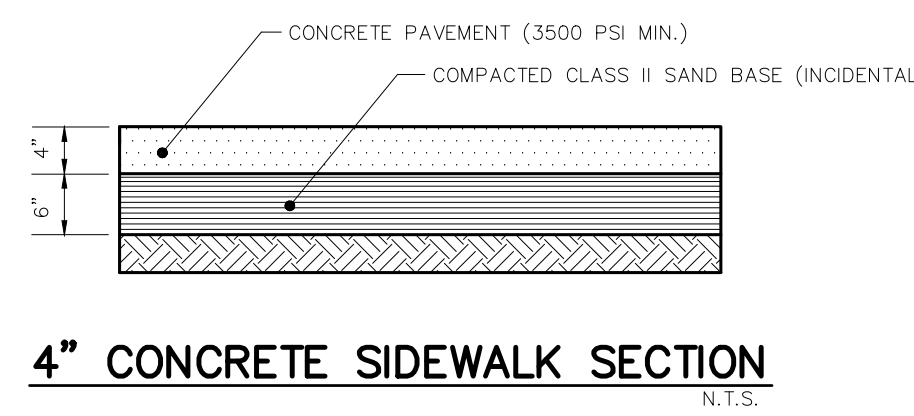
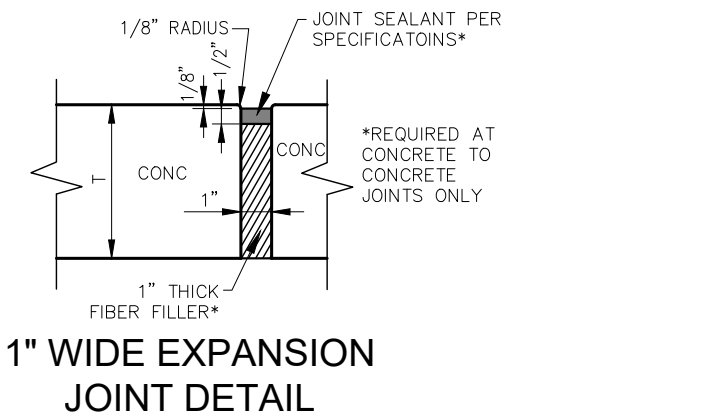
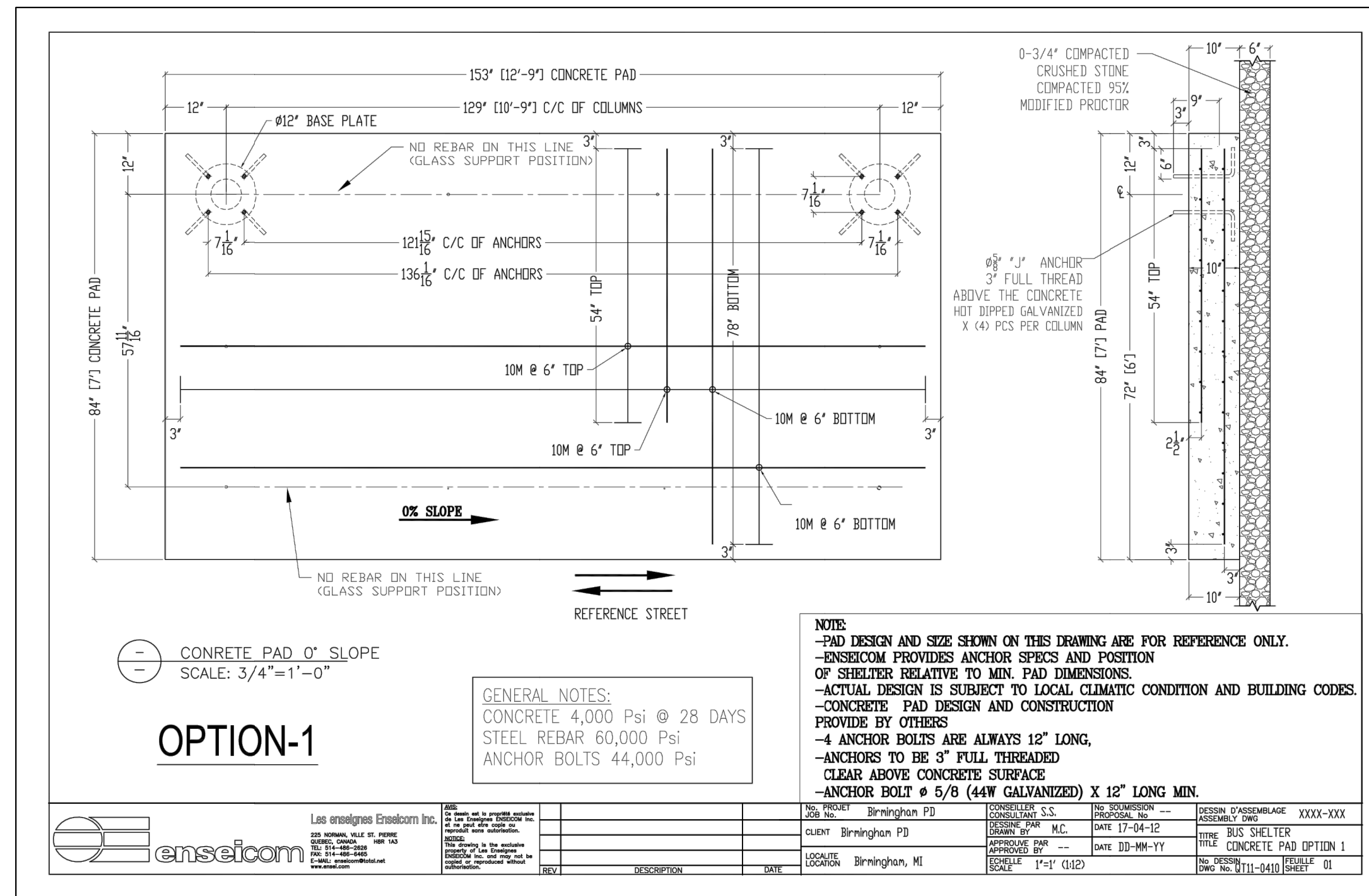
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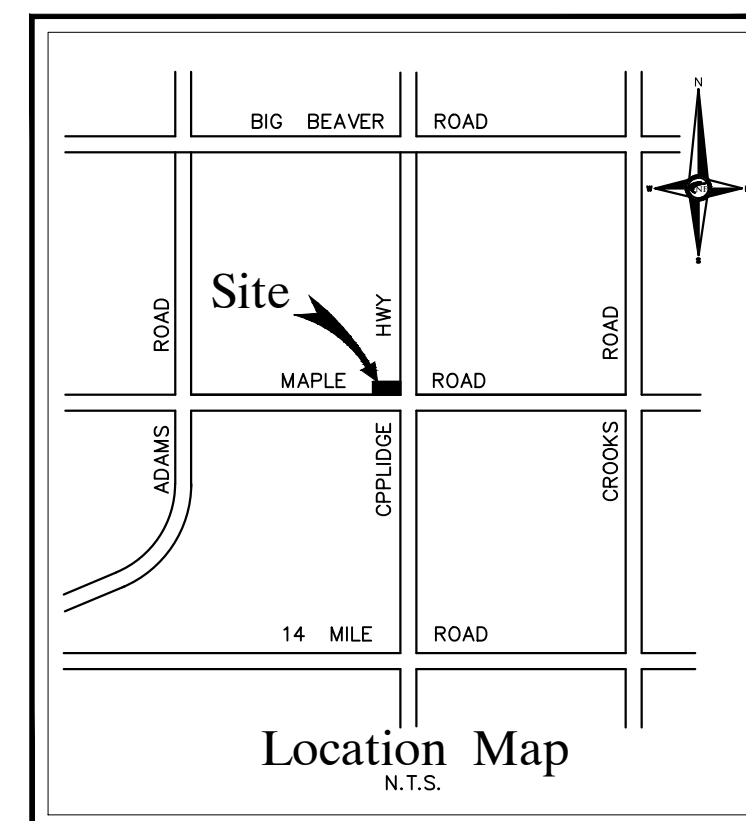
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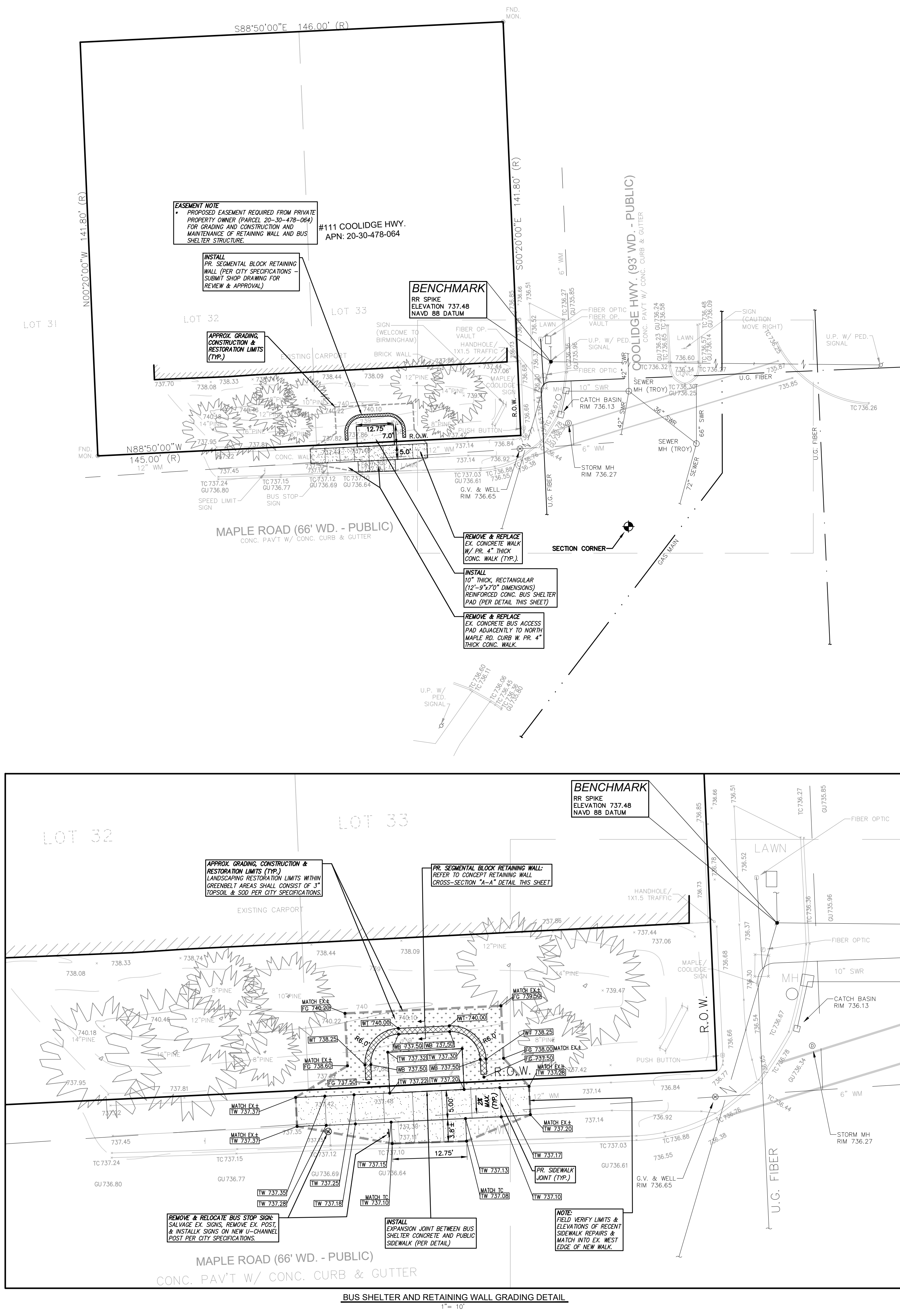
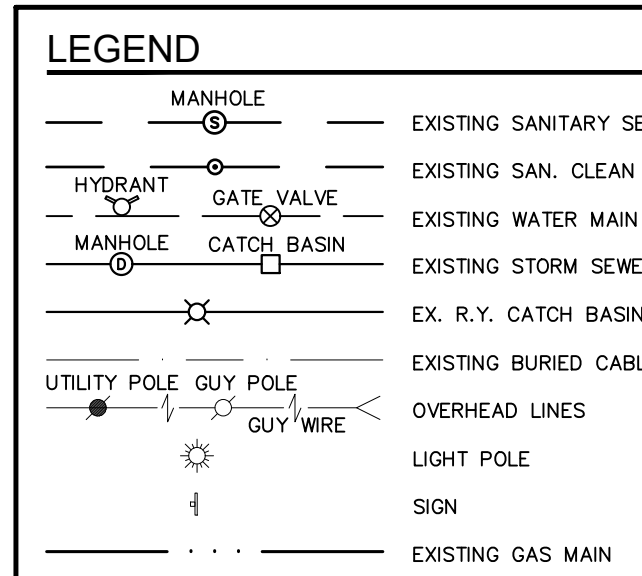


PAVING NOTES

- PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:
CONCRETE ROAD: BASE COURSE - 21AA CRUSHED LESTONE AGGREGATE (8" THICK) MIX - PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT P1 MODIFIED REQUIREMENTS.
CONCRETE FLATWORK: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES.
ALL CONCRETE PAVEMENT AND FLATWORK MIXES USED ON THIS PROJECT SHALL COMPLY WITH A MINIMUM GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS) SUBSTITUTION OF THIRTY-FIVE (35) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
- PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
- ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
- ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-5164.
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
- ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
- CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
- FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LICENSES ARRANGE FOR ALL INSPECTION.
- EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
- EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
- SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
- ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
- FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.



UTILITY NOTE
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWINGS WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.





MEMORANDUM

Office of the City Manager

DATE: July 30, 2020

TO: Joseph A. Valentine, City Manager

FROM: Melissa Fairbairn, Management Intern

SUBJECT: Michigan Municipal League (MML) Workers' Compensation Fund Board of Trustees Election

The City of Birmingham is a member of the Michigan Municipal League Workers' Compensation Fund. The Michigan Municipal League is the state's leading provider of municipal workers' compensation and risk management services.

The Michigan Municipal League is holding an election for this year's Workers' Compensation Fund Board of Trustees. Two (2) incumbent Trustees have agreed to seek re-election. A brief biographical sketch of each candidate is attached for your review. The two incumbent Board members are:

Marlon Brown, Mayor Pro Tem, City of Mason
Penny Hill, Assistant City Manager, City of Traverse City

A resolution is required to authorize the City of Birmingham's vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund. These two incumbents are the only candidates seeking re-election to this Board.

SUGGESTED RESOLUTION:

To authorize the City Manager to cast a vote, on the City's behalf, for the two incumbent members of the Michigan Municipal League Workers' Compensation Fund for four-year terms, beginning October 1, 2020.



michigan municipal league Workers' Compensation Fund

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 29, 2020
Subject: Fund Trustee Election

Dear Fund Member:

Two (2) Trustees have agreed to seek election to the MML Workers' Compensation Fund Board of Trustees. You may also write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 13. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the link to the ballot form is in the yellow banner.

Thank you for your membership in the Worker's Compensation Fund, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster

Fund Administrator

THE CANDIDATES
Four-year terms beginning October 1, 2020



Marlon Brown, Mayor Pro Tem, City of Mason

Marlon Brown was first elected to the Mason City Council in 2012 and presently serves as mayor pro tem. He serves on the Elected Officials Academy Advisory Board and previously served on the MML Board of Trustees. In addition to his role on the city council, Brown has served as chairperson of the Mason Sesquicentennial Steering Committee, vice chair of the Mason Planning Commission, vice chair of the Mason Historic District Commission, and secretary of the Ingham County Economic Development Corporation board of directors. He is involved with several community organizations including the Mason Orchestral Society and the Mason Area Chamber of Commerce. Brown works for the State of Michigan as the Director of Policy and Legislative Affairs for the Department of Licensing and Regulatory Affairs (LARA). He earned a BS in political science from American University, a master of public administration from the University of Delaware, and is currently pursuing a doctorate in public administration at Valdosta State University. Moreover, he is an alumnus of the Michigan Political Leadership Program at Michigan State University. Marlon is seeking election to his first term.



Penny Hill, Assistant City Manager, Traverse City

Penny has been a municipal government official since 1988, serving at various times as Clerk, Treasurer, and Manager. She currently serves as Traverse City's Assistant Manager. Penny is an active member of the Michigan Municipal League, having served on its Board of Directors, and as Vice-Chairperson of Region 6. Penny is also an active member of the Michigan Municipal Executives (formerly Michigan Local Government Manager's Association), serving as its President in 2013. She is a member of the Board of Directors for the Grand Traverse Regional Community Foundation. Penny is seeking election to her first term.

On Fri, Jun 5, 2020 at 4:16 PM WILLIAM WIEBRECHT <billwieb@comcast.net> wrote:
Lauren,

I must resign from the Board as I am not able to attend meetings. Needless to say, I've enjoyed the time on the Board and my participation has been noteworthy.

Good luck on the bond effort; it is important and necessary.

Bill Wiebrecht

SUGGESTED RESOLUTION:

To accept the resignation of William Wiebrecht from the Parks & Recreation Board, thank him for his service, and direct the City Clerk to fill the vacancy.

DATE: August 3, 2020

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #570 Replacement

INTRODUCTION:

Due to age and condition, the Department of Public Services recommends replacement of police patrol vehicle #570, a 2016 Ford Police Interceptor Utility.

BACKGROUND:

Vehicle #570 was identified for replacement and listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2020-2021 budget. It qualifies for replacement as illustrated by the assessment below:

#570 – 2016 Ford Police Interceptor Utility

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	4
Miles/Hours	1 point each 10,000 miles of usage	11.6
Type of Service	Type 5 – Police, fire, and rescue service vehicles	5
Reliability	Level 3 – In shop more than twice within time period, no major breakdowns or roads calls	3
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement costs	3
Condition	Level 3 - Noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior, and a weak or noisy drive train	3
TOTAL POINTS 28+ POOR – needs priority replacement		29.6

This vehicle falls in the over 28-points “poor-needs priority replacement” threshold. Delivery of the new vehicle is anticipated to be approximately 14 weeks from purchase approval.

The Department of Public Services recommends replacing this vehicle with a 2021 Ford Explorer Police Interceptor through the MIDEAL extendable purchasing contract #071B7700181 awarded to Gorno Ford of Woodhaven, MI.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

Funds for this purchase, totaling \$36,830.00, are available in the Auto Equipment Fund account #641-441.006-971.0100.

PUBLIC COMMUNICATIONS

This does not apply to this purchase.

SUMMARY

Based on its age and condition and the vehicle replacement guidelines, the Department of Public Services recommends replacement of vehicle #570 with a 2021 Ford Explorer Police Interceptor at a total cost of \$36,830.00. Upon delivery of the replacement vehicle, the old vehicle will be stripped of transferrable equipment and electronics then listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED RESOLUTION:

To approve the purchase of one 2021 Ford Explorer Police Interceptor from Gorno Ford through the MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$36,830.00 from the Auto Equipment Fund account #641-441.006.971.0100.

DATE: August 3, 2020

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #573 Replacement

INTRODUCTION:

Due to age and condition, the Department of Public Services recommends replacement of police vehicle #573, a 2007 GEM electric vehicle. This vehicle is used between parking enforcement and parking meter maintenance by the Police Department.

BACKGROUND:

Vehicle #573 was identified for replacement and listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2020-2021 budget. It qualifies for replacement as illustrated by the assessment below:

#573 – 2007 GEM Car

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	13
Miles/Hours	1 point each 10,000 miles of usage	1
Type of Service	Type 5 – Police, fire, and rescue service vehicles	5
Reliability	Level 2 – In shop one time within 3-month time period; one breakdown/road call within 3-month period.	2
M & R Costs	Level 4– Maintenance costs are 61-80% of replacement costs	4
Condition	Level 2 – Minor imperfections in body and paint, interior fair	2
	TOTAL POINTS 23-27, SATISFACTORY – qualifies for replacement if budget allows	27.0

Although this vehicle falls slightly short of the 28-point “poor-needs priority replacement” threshold, its condition and maintenance costs warrant replacement at this time. Once ordered the new vehicle should be available immediately for delivery.

The Department of Public Services recommends replacing this vehicle with a 2020 Ford Escape S 4x2 FWD through the State of Michigan MIDEAL extendable purchasing contract #071B7700181 awarded to Gorno Ford of Woodhaven, MI.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

Funds for this purchase, totaling \$20,928.00, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

PUBLIC COMMUNICATIONS

This does not apply to this purchase.

SUMMARY

Based on age and condition, the Department of Public Services recommends replacement of vehicle #573 with a 2020 Ford Escape S 4x2 FWD at a total cost of \$20,928.00. Upon delivery of the replacement vehicle, the old vehicle will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED RESOLUTION:

To approve the purchase of one 2020 Ford Escape S 4x2 FWD from Gorno Ford through the MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$20,928.00 from the Auto Equipment fund account #641-441.006.971.0100.



MEMORANDUM

Building Department

DATE: August 4, 2020

TO: Joseph A. Valentine, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: Cancel Public Hearing for 1365 Chapin

INTRODUCTION:

The City Commission at its July 13, 2020 regular meeting scheduled a public hearing to cause the owner of the subject property to demolish the structures within a reasonable timeframe. The Commission scheduled the hearing for August 10, 2020. The hearing is no longer necessary as the owners and their insurance company have demolished the structures and restored the property to a safe condition.

BACKGROUND:

A natural gas explosion in the former home at this location occurred on May 25, 2020 causing severe structural damage to the house. The extent of the damage prevented safe access for fire investigators to conduct the fire investigation without dismantling the structure. This left the former home in a pile of rubble. In addition, the remains of the home and the detached garage on the property were contaminated with an excessive amount of cat feces and urine to a point where the odor could be detected several houses away.

The Building Department condemned the structures on June 3, 2020 after the fire investigation was complete. The property owner was notified of the condemnation and ordered to demolish the structures and restore the property by July 1, 2020. In addition, the owner was instructed to secure the property by installing a six-foot chain link temporary fence to prevent entry. The property owner did install the protective fencing, but failed to demolish the structures by the deadline and the dangerous and unsanitary conditions at the property continued to worsen. For these reasons, the public hearing was scheduled for August 10, 2020 in accordance with Chapter 50, Section 50-42 of the City Code.

The property owner and their insurance company hired a demolition contractor who demolished the structures and restored the property shortly after the public hearing was scheduled. The remains of the former house and detached garage have been removed, the lot graded to an approved grade and seeded and mulched. The only item that remains is the construction fencing that will be removed within a few days. The public hearing is no longer required since the dangerous buildings and unsanitary conditions have been removed.

LEGAL REVIEW:

Not required.

FISCAL IMPACT:

Not applicable.

PUBLIC COMMUNICATIONS:

Not applicable since the public hearing is no longer required.

SUMMARY

The Building Department recommends that the City Commission cancel the public hearing since the dangerous buildings have been removed and the property restored.

ATTACHMENTS:

- July 8, 2020 report for reference

SUGGESTED RESOLUTION:

To cancel the public hearing as prescribed in Section 50-42 of the Birmingham City Code for August 10, 2020, for the property located at 1365 Chapin.



MEMORANDUM

Building Department

DATE: July 8, 2020

TO: Joseph A. Valentine, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: 1365 Chapin, Condemned Structures

INTRODUCTION:

This report is to advise the City Commission of the dangerous and unsafe condition of the structures at the subject property and to schedule a public hearing before the City Commission to cause the owner of this property to demolish the structures within a reasonable timeframe. Chapter 50 Environment, Division 2 Dangerous Structures, Section 50-42 of the Birmingham City Code authorizes the public hearing. A copy of Section 50-42 is attached for reference.

BACKGROUND:

The following paragraphs will describe the events that caused the dangerous and unsafe conditions, and will outline the circumstances that now make a public hearing regarding this property necessary.

A natural gas explosion in the home occurred on May 25, 2020 causing severe structural damage to the house. The extent of the damage prevented safe access for fire investigators to conduct the fire investigation without dismantling the structure. This left the former home in a pile of rubble. In addition, the remains of the home and the detached garage on the property are contaminated with an excessive amount of cat feces and urine to a point where the odor can be detected several houses away.

The Building Department condemned the structures on June 3, 2020 after the fire investigation was complete. The property owner was notified of the condemnation and ordered to demolish the structures and restore the property by July 1, 2020. In addition, the owner was instructed to secure the property by installing a six-foot chain link temporary fence to prevent entry. The property owner did install the protective fencing, but failed to demolish the structures by the deadline and the dangerous and unsanitary conditions at the property continue to worsen. The department is receiving many complaints from residents concerning the dangerous, unsafe and unsanitary conditions at this property.

The department has been in communication with the owner and their insurance representatives and we have been informed that they are hiring a contractor to complete the demolition of the structures. However, scheduling a public hearing is necessary to abate the dangerous and unsafe conditions in the event that the owner does not cause that to happen.

LEGAL REVIEW:

Not applicable at this time.

FISCAL IMPACT:

Not applicable.

PUBLIC COMMUNICATIONS:

Not applicable at this time. The public hearing will be properly noticed.

SUMMARY

The Building Department recommends that the City Commission schedule a public hearing to order the demolition of the dangerous, unsafe and unsanitary conditions of the remaining portions of the house and detached garage.

ATTACHMENTS:

- Section 50-42 of the City Code
- Notice of Condemnation

SUGGESTED RESOLUTION:

To schedule a public hearing as prescribed in Section 50-42 of the Birmingham City Code for August 10, 2020, for the property located at 1365 Chapin; and to notify the owner and other interested parties of the same.

DIVISION 2. - DANGEROUS STRUCTURES

Sec. 50-41. - Prohibited.

No person shall maintain any structure which is unsafe or which is a menace to the health, morals or safety of the public.

(Code 1963, § 9.2)

Sec. 50-42. - Notice and hearing.

The city commission may, after notice to the owner and after holding a public hearing thereon, condemn a dangerous structure by giving notice to the owner of the land upon which such structure is located, specifying in what respects the structure is a public nuisance and requiring the owner to alter, repair, tear down or remove the same within such reasonable time, not exceeding 60 days, as may be necessary to do or have done the work required by the notice. The notice may also provide a reasonable time within which such work shall be commenced.

(Code 1963, § 9.3)

Sec. 50-43. - Abatement.

If, at the expiration of any time limit in the notice required by section 50-42, the owner has not complied with the requirement thereof, the city manager shall carry out the requirement of the notice. The cost of such abatement shall be charged against the premises, and the owner thereof in accordance with section 1-14.

(Code 1963, § 9.4; Ord. No. 1894, 9-11-06)

Sec. 50-44. - Emergency abatement.

The city manager may abate any public nuisance under the division, if the public safety requires immediate action, without preliminary order of the city commission. Thereafter the cost of abating such nuisance shall be charged against the premises and the owner thereof in accordance with section 1-14.

(Code 1963, § 9.5; Ord. No. 1894, 9-11-06)

Secs. 50-45—50-55. - Reserved.



June 3, 2020

Diane M. Pitone
1365 Chapin
Birmingham, MI. 48009

RE: 1365 Chapin
Birmingham, MI.
(Condemnation Notice)

Dear Ms. Pitone:

This letter is to inform you that the City of Birmingham has condemned the property referenced above in accordance with Section 108.1.5- Dangerous Structure or Premises- of the 2015 International Property Maintenance Code (IPMC). The house and the garage require demolition. Condemnation notices have been posted on the house and the garage.

The structures have been condemned for violations including, but not limited to the following:

1. The explosion on 5/25/20 and subsequent fire have destroyed the home beyond use. (Section 108.1.5(3)(6)(7)(8)(9)(11).) 2015 IPMC.
2. The garage is contaminated with feces and urine. There are signs of animal infestation. The structure is not safe to occupy. (Section 108.1.5 (6)(7)(11).) 2015 IPMC.

Due to the dangerous condition of the property, it is imperative that a 6 foot chain link temporary fence be installed to protect unwanted entry to the site. This fence must be installed by June 6, 2020. If the fence is not installed by the June 6, 2020, per Section 109.2 –Temporary Safeguards- of the 2015 (IPMC), the City of Birmingham will cause the fence to be installed. The Legal counsel of the city will institute action for the recovery of the cost of the fencing per Section 109.5- Cost of Emergency Repairs- of the 2015 (IPMC)

This letter also serves as notice requiring you to demolish the structures, remove all debris and restore the property to an approved grade by July 1 2020. A written response must be provided by June 10, 2020 that indicates your intentions and timeline. In accordance with the Birmingham City Code, You may appeal the condemnation order to the Housing Board of Appeals. Applications are available through our office. Any appeal application must be received by June 23, 2020.

In accordance with Section 106.3, - Prosecution of violation- of the 2015 (IPMC), failure to comply with this order and notice of violation is considered a misdemeanor and a court appearance ticket will be issued. Any action taken will be charged against the real estate upon which the structure is located and shall be a lien upon said real estate.

If a response is not received by June 10, 2020, we will issue a court appearance ticket for the violations detailed above. If you have any questions regarding this matter, I can be contacted at (248)530-1853.

Regards,

A handwritten signature in black ink, appearing to read "Michael Morad", written in a cursive style.

Michael Morad
Assistant Building Official

CC: Joseph A. Valentine, City Manager
Bruce R. Johnson, Building official
Tim Currier, Esq., City Attorney
Mary Kucharek, Esq., Prosecutor
Joel Campbell, Fire Marshal
Stuart A. Sklar, Esq., Owner Attorney
Julie Ross, State Auto Insurance Companies

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

SPECIAL LAND USE PERMIT & FINAL SITE PLAN

Meeting Date, Time, Location:	Monday, August 10, 2020 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location of Request:	310 E. Maple Rd. - Pernoi
Nature of Hearing:	To consider a Final Site Plan and Special Land Use Permit to allow the change in name from Pernoi to Casa Pernoi
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 July 25, 2020
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.



MEMORANDUM

Planning Division

DATE: July 31, 2020

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing for a Final Site Plan & Special Land Use Permit Amendment at 310 E. Maple – Pernoï Bistro

INTRODUCTION:

On July 3, 2020, the owners of Nuova Holdings LLC, DBA Pernoï Bistro submitted an application for a Special Land Use Permit Amendment to request a name change from Pernoï to Casa Pernoï.

BACKGROUND:

No changes are proposed to the layout, design, ownership or operation of the restaurant. Minor menu changes are proposed.

LEGAL REVIEW:

As there are no changes to the layout or operation of the establishment, the City Attorney has directed that this request for a name change only proceed directly to the City Commission for review.

FISCAL IMPACT:

There is no fiscal impact for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission consider approval of the Final Site Plan and Special Land Use Permit Amendment to allow the name change from Pernoï to Casa Pernoï.

ATTACHMENTS:

Please find attached the following documents for your review:

- DRAFT Special Land Use Permit Amendment Resolution
- Application letter submitted by applicant
- Plans and photos of additional signage to effect name change

SUGGESTED RESOLUTION:

To approve a Final Site Plan and Special Land Use Permit Amendment for 310 E. Maple to allow a change in name from Pernoï to Casa Pernoï.

**CASA PERNOI
310 E. MAPLE
SPECIAL LAND USE PERMIT AMENDMENT
2020**

WHEREAS, Pernoi filed an application in 2019 pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a bistro as defined in Article 9, section 9.02 of Chapter 126, Zoning, of the City;

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

WHEREAS, The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on June 12, 2019 reviewed the application for a Special Land Use Permit and Final Site Plan and Design Review for the proposed Pernoi bistro and recommended approval of the same for 310 E. Maple – Pernoi pending receipt of the following items and approval of those items by the Planning Department and the Chairman of the Planning Board:

1. An aerial photo of the site and at least 200 feet of the surrounding area.
2. Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.
3. Confirmation that no existing or proposed curbing will be present in the outdoor dining area.
4. Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met.

WHEREAS, The applicant complied with all of the conditions noted by the Planning Board;

WHEREAS, The owner of Pernoi bistro has now applied for a Special Land Use Permit Amendment to change the bistro's name from Pernoi to Casa Pernoi and to add related signage through administrative approval, the Birmingham City Commission has reviewed the Casa Pernoi Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Pernoi's application for a Special Land Use Permit Amendment authorizing the name change from Pernoi to Casa Pernoi and the operation of a

bistro at 310 E. Maple in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted to allow the operation of a bistro at 310 E. Maple with the following conditions:

1. Casa Perno shall abide by all provisions of the Birmingham City Code; and
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest including, but not limited to, violations of the state law or Birmingham City Code.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Casa Perno 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 Casa Perno to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

I, Alexandria Bingham, 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 August 10, 2020.

Alexandria Bingham, Acting City Clerk



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
ROBERT M. GOLDMAN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

KEVIN M. CHUDLER
KATHERINE A. TOMASIK

June 18, 2020

Via Electronic Mail

Jana Ecker, Planning Director
City of Birmingham
151 Martin St.
Birmingham, MI 48009

**Re: Nuovo Holdings, LLC
D/B/A Pernoi
320 E Maple Rd.
Request For Administrative Approval of Name Change**

Dear Ms. Ecker:

Pernoi is changing its name from "Pernoi" to "Casa Pernoi". Since this is a Bistro License, we are requesting administrative approval to make this minor change.

There are minor menu changes. The restaurant will continue to operate as an Italian restaurant. There will be no changes to the interior layout.

The application for a sign permit has been submitted to the City. Attached to this letter is a photo of what the sign change will look like. The licensee is simply adding the word "Casa" to the existing sign.

Please call us if you have any questions or require any additional information.

As always, we appreciate your assistance!

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

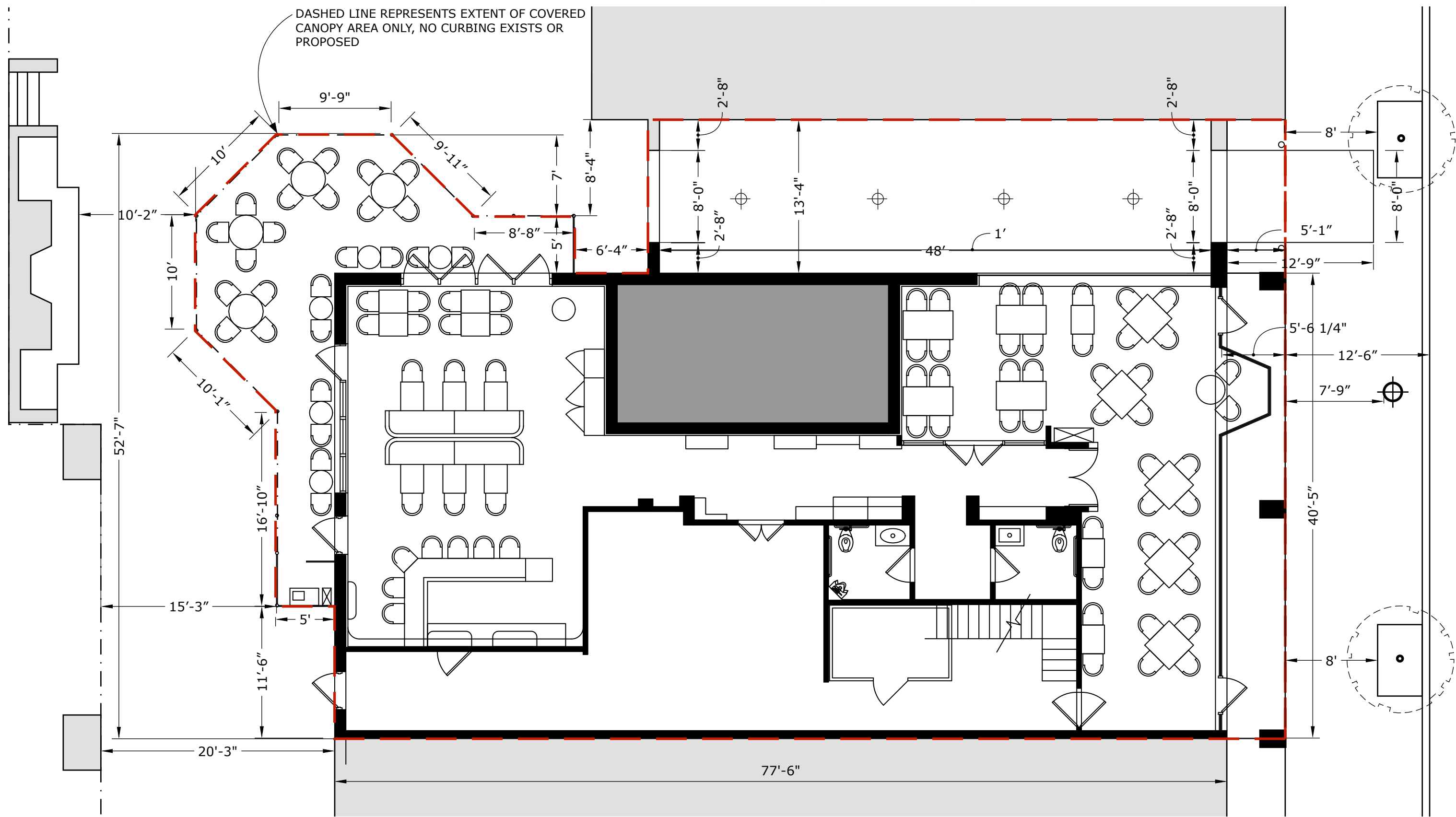
Kelly A. Allen

/kjf

Enclosure

Cc: Joe Valentine, City Manager

PREVIOUSLY APPROVED PLANS (NO CHANGES) -



PERNOI - SITE PLAN

A 006 scale: 1/8"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: NO CHANGES TO EXTERIOR AREAS, ALL EXISTING LIGHTING, SIDEWALKS, AND VIA ELEMENTS TO REMAIN AS-IS. PATIO CANOPY TO REMAIN WITH THE REMOVAL OF ENCLOSURE SYSTEMS ONLY.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

— — — — — PROPERTY LINE & LEASED AREA

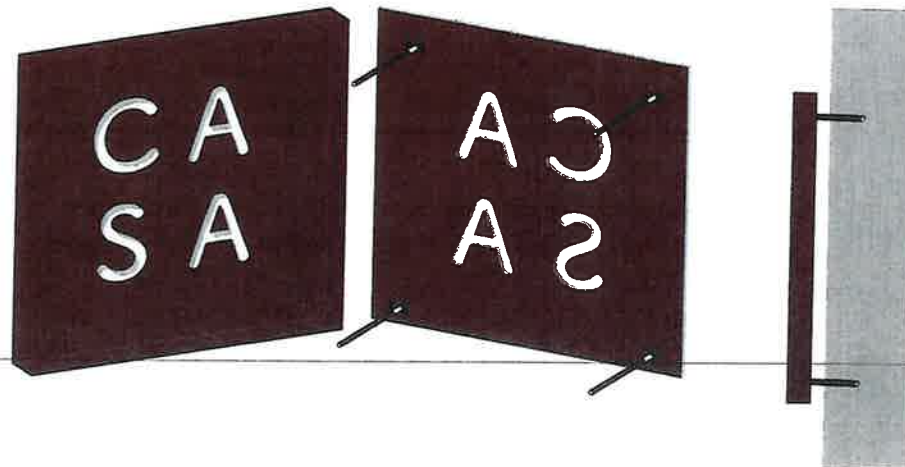
NOTE: TEMPORARY COVID19 PLANS IN EFFECT THROUGH OCT 31, 2020





pernoi

1/4 In Engraved Aluminum
2.5 In Side Thick Pin Mounted



ACCEPTANCE OF ARTWORK The drawing above is an artistic interpretation ONLY; elements may vary based on field measurements. This color proof is intended for verification of spelling, layout, color and composition. (PLEASE HELP AVOID UNNECESSARY COSTS BY CHECKING THIS PROOF VERY CAREFULLY) Signature constitutes authorization to proceed with specifications and conditions of this document as specified. All artwork and designs are property of New Generation Signs (NSGS) and may not be used without the expressed written permission of New Generation Signs.

Approval

Matthew Lisk, Kyle Evans Design

Date 06/16/20

measurements.
NGS COSTS
thousands of
New Generation Signs
We are your sign solution.

Ph 586-759-5706 Fax 586-759-5724
11391 E 8 mile rd warren , michigan 48089

CASA

pernoi





MEMORANDUM

Planning Division

DATE: July 31, 2020

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing for a Final Site Plan & Special Land Use Permit Amendment at 310 E. Maple – Pernoi Bistro

INTRODUCTION:

On July 3, 2020, the owners of Nuova Holdings LLC, DBA Pernoi Bistro submitted an application for a Special Land Use Permit Amendment to request a name change from Pernoi to Casa Pernoi.

BACKGROUND:

No changes are proposed to the layout, design, ownership or operation of the restaurant. Minor menu changes are proposed.

LEGAL REVIEW:

As there are no changes to the layout or operation of the establishment, the City Attorney has directed that this request for a name change only proceed directly to the City Commission for review.

FISCAL IMPACT:

There is no fiscal impact for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission consider approval of the Final Site Plan and Special Land Use Permit Amendment to allow the name change from Pernoi to Casa Pernoi.

ATTACHMENTS:

Please find attached the following documents for your review:

- DRAFT Special Land Use Permit Amendment Resolution
- Application letter submitted by applicant
- Plans and photos of additional signage to effect name change

SUGGESTED RESOLUTION:

To approve a Final Site Plan and Special Land Use Permit Amendment for 310 E. Maple to allow a change in name from Pernoi to Casa Pernoi.

**CASA PERNOI
310 E. MAPLE
SPECIAL LAND USE PERMIT AMENDMENT
2020**

WHEREAS, Pernoi filed an application in 2019 pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a bistro as defined in Article 9, section 9.02 of Chapter 126, Zoning, of the City;

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

WHEREAS, The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on June 12, 2019 reviewed the application for a Special Land Use Permit and Final Site Plan and Design Review for the proposed Pernoi bistro and recommended approval of the same for 310 E. Maple – Pernoi pending receipt of the following items and approval of those items by the Planning Department and the Chairman of the Planning Board:

1. An aerial photo of the site and at least 200 feet of the surrounding area.
2. Removal of all isinglass and other enclosure systems from the outdoor dining area and the addition of a trash receptacle.
3. Confirmation that no existing or proposed curbing will be present in the outdoor dining area.
4. Submission of complete and consistent signage plans for review by the Planning Department and the Chair of the Planning Board to determine all sign requirements have been met.

WHEREAS, The applicant complied with all of the conditions noted by the Planning Board;

WHEREAS, The owner of Pernoi bistro has now applied for a Special Land Use Permit Amendment to change the bistro's name from Pernoi to Casa Pernoi and to add related signage through administrative approval, the Birmingham City Commission has reviewed the Casa Pernoi Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Pernoi's application for a Special Land Use Permit Amendment authorizing the name change from Pernoi to Casa Pernoi and the operation of a

bistro at 310 E. Maple in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted to allow the operation of a bistro at 310 E. Maple with the following conditions:

1. Casa Perno shall abide by all provisions of the Birmingham City Code; and
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest including, but not limited to, violations of the state law or Birmingham City Code.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Casa Perno 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 Casa Perno to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

I, Alexandria Bingham, 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 August 10, 2020.

Alexandria Bingham, Acting City Clerk



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

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OF COUNSEL:

KEVIN M. CHUDLER
KATHERINE A. TOMASIK

June 18, 2020

Via Electronic Mail

Jana Ecker, Planning Director
City of Birmingham
151 Martin St.
Birmingham, MI 48009

**Re: Nuovo Holdings, LLC
D/B/A Pernoi
320 E Maple Rd.
Request For Administrative Approval of Name Change**

Dear Ms. Ecker:

Pernoi is changing its name from "Pernoi" to "Casa Pernoi". Since this is a Bistro License, we are requesting administrative approval to make this minor change.

There are minor menu changes. The restaurant will continue to operate as an Italian restaurant. There will be no changes to the interior layout.

The application for a sign permit has been submitted to the City. Attached to this letter is a photo of what the sign change will look like. The licensee is simply adding the word "Casa" to the existing sign.

Please call us if you have any questions or require any additional information.

As always, we appreciate your assistance!

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

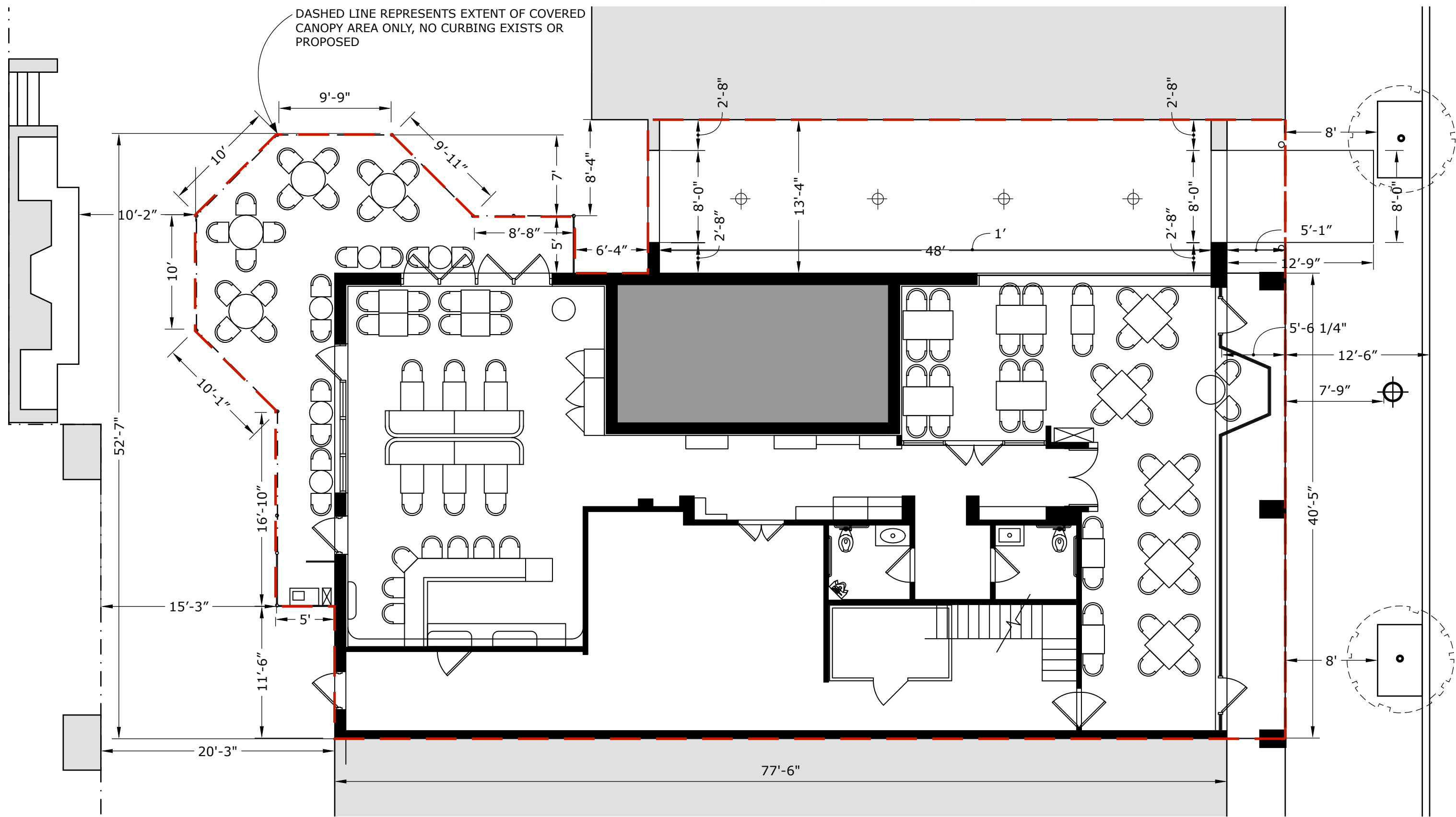
Kelly A. Allen

/kjf

Enclosure

Cc: Joe Valentine, City Manager

PREVIOUSLY APPROVED PLANS (NO CHANGES) -



PERNOI - SITE PLAN

A 006 scale: 1/8"=1'

310 E. MAPLE ST
BIRMINGHAM, MI
48009

NOTES: NO CHANGES TO EXTERIOR AREAS, ALL EXISTING LIGHTING, SIDEWALKS, AND VIA ELEMENTS TO REMAIN AS-IS. PATIO CANOPY TO REMAIN WITH THE REMOVAL OF ENCLOSURE SYSTEMS ONLY.

KYLE EVANS DESIGN
NOT FOR CONSTRUCTION, DESIGN INTENT ONLY

— — — — — PROPERTY LINE & LEASED AREA

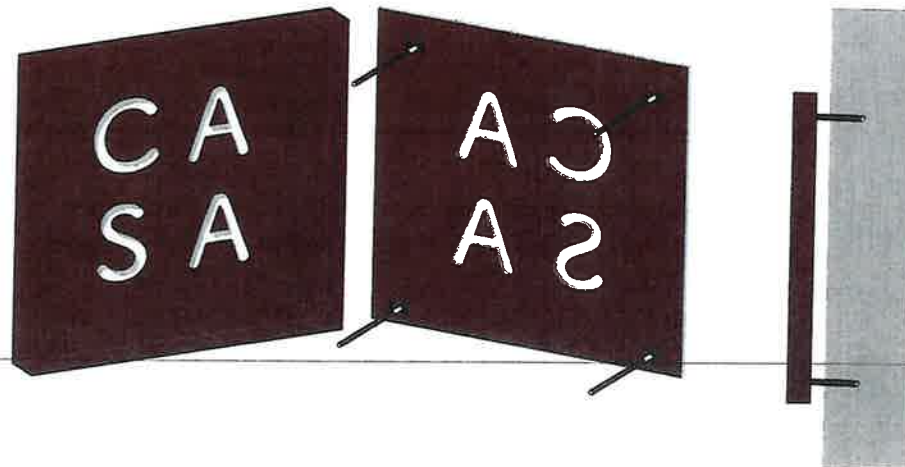
NOTE: TEMPORARY COVID19 PLANS IN EFFECT THROUGH OCT 31, 2020





pernoi

1/4 In Engraved Aluminum
2.5 In Side Thick Pin Mounted



ACCEPTANCE OF ARTWORK The drawing above is an artistic interpretation ONLY; elements may vary based on field measurements. This color proof is intended for verification of spelling, layout, color and composition. (PLEASE HELP AVOID UNNECESSARY COSTS BY CHECKING THIS PROOF VERY CAREFULLY) Signature constitutes authorization to proceed with specifications and conditions of this document as specified. All artwork and designs are property of New Generation Signs (NSGS) and may not be used without the expressed written permission of New Generation Signs.

Approval

Matthew Lisk, Kyle Evans Design

Date

06/16/20

measurements.
NGS COSTS
thousands of
New Generation Signs
We are your sign solution.

Ph 586-759-5706 Fax 586-759-5724
11391 E 8 mile rd warren , michigan 48089

CASA

pernoi



DATE: August 10th, 2020

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Temporary Art Installation

INTRODUCTION:

Robert Kidd Gallery, on behalf of artist Laurie Tennent, has applied for a temporary installation of eight art pieces along Booth Park Trail, Quarton Lake Trail, and Linden Park Trail. The artwork features floral photographs with a black background on 40" by 60" metal canvasses.

BACKGROUND:

On June 17th, 2020, the Public Arts Board reviewed the artist's application and felt that the art work was best suited for Birmingham's network of trails and parks connecting to Quarton Lake. The Board and the applicant both agreed that a 1-year loan was a reasonable timeframe. City staff worked with the applicant in terms of preferred art work locations as previously identified by the Public Arts Board, and the applicant provided a map and renderings of how the eight pieces of art work will appear in their locations.

On July 7th, 2020, the Parks and Recreation Board reviewed the artist's application and felt that the installation would be a nice addition to the trails and parks. The Board requested that the art work be positioned in a manner that allows the subject to be viewed from both directions on the trail to the best extent possible.

In regards to lighting, the applicant has indicated they would like to apply solar lighting to the images indicated on the map as #1 at Booth Park, #5 at Linden Park, #6 Quarton Lake and #8 at Quarton Lake. Examples of images with night time lighting on display at Cranbrook are attached with the application as well as the solar lighting details. The artist has indicated the lights are not a deal breaker and can be removed at any time.

LEGAL REVIEW:

No concerns from the City Attorney.

FISCAL IMPACT:

There is no fiscal impact for this agenda item.

PUBLIC NOTIFICATION:

The application and memo was included in the agendas for the Public Arts Board on June 17th, 2020 and the Parks and Recreation Board on July 7th, 2020. Both agenda's were posted online and around the municipal buildings.

SUMMARY

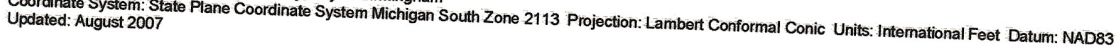
The Planning Division requests that the City Commission approve the temporary installation of Laurie Tennent's eight art works along Booth Trail, Quarton Lake Trail and Linden Trail as identified in the application filed on her behalf by Robert Kidd Gallery for a period of one year.

ATTACHMENTS:

- Map and photos of proposed art installations
- Public Arts Board pre-qualified public art locations
- Application
- Public Arts Board Memo and Minutes
- Park and Recreation Board Memo and Minutes
- Artwork Installation and Maintenance Agreement

SUGGESTED RESOLUTION:

To approve the temporary installation of Laurie Tennent's eight art works along Booth Trail, Quarton Lake Trail and Linden Trail as identified in the application filed by Robert Kidd Gallery, dated June 16, 2020, for a period of one year.



1.) Booth Park Entrance



2.) Booth Trail Midway



3.) Booth Trail & Willits



4.) Linden Trail



5.) Linden Park



6.) Quarton Lake



7.) Quarton Lake Falls



8.) Quarton Lake and Lakeside



Solar Lighting Examples: Cranbrook



Solar Light



Roll over image to zoom in

- **Solar powered&Super Bright** - Each solar spotlights is made of 12 LED Bulbs, will give a brighter light at dark than other 4 LED lights, With build-in light sensor, our solar light will turn off and charge the battery at daytime automatically and turn on the light and light your way at dark, no more cable and electricity needed.
- **2 in 1 Solar lights Outdoor** - Stick the solar spotlight into the ground as a path light or mount it on the wall as a wall light. Easy to install and 90°Adjustable solar light , perfect for Patio, Porch, Path, Deck, Pool, Yard, Garden, Garage, Driveway, Pathway,etc.
- **IP67 Waterproof Design** - Made of high quality ABS and IP67 Waterproof technology, our solar spotlight can withstand various of weather such as rain, snow, frost, heat. Great solar light for outdoor use.
- **Two lighting mode** - Change the lighting mode by single button, press the button and solar spotlight will change from OFF to low light mode(350Lumen) to high light mode(700Lumen), you can choose suitable brightness for your home.Build-in 2200mAh large battery, the solar spot light can work 10-15h on low light mode and 8-10h on high light mode.
- **Quality Assurance&Professional Customer Service** - Great quality certified by FCC, CE, RoHS. Reliable Customer Service: Free return within 3 months, 1 year quality-assurance, customer service support within 24 hours. Customer Service Center: lcsmartsservice@gmail.com

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VOLT Brass Spotlight Kit (6-Pack) with Transformer

★★★★★ 102

\$499.97 prime

Back of frame



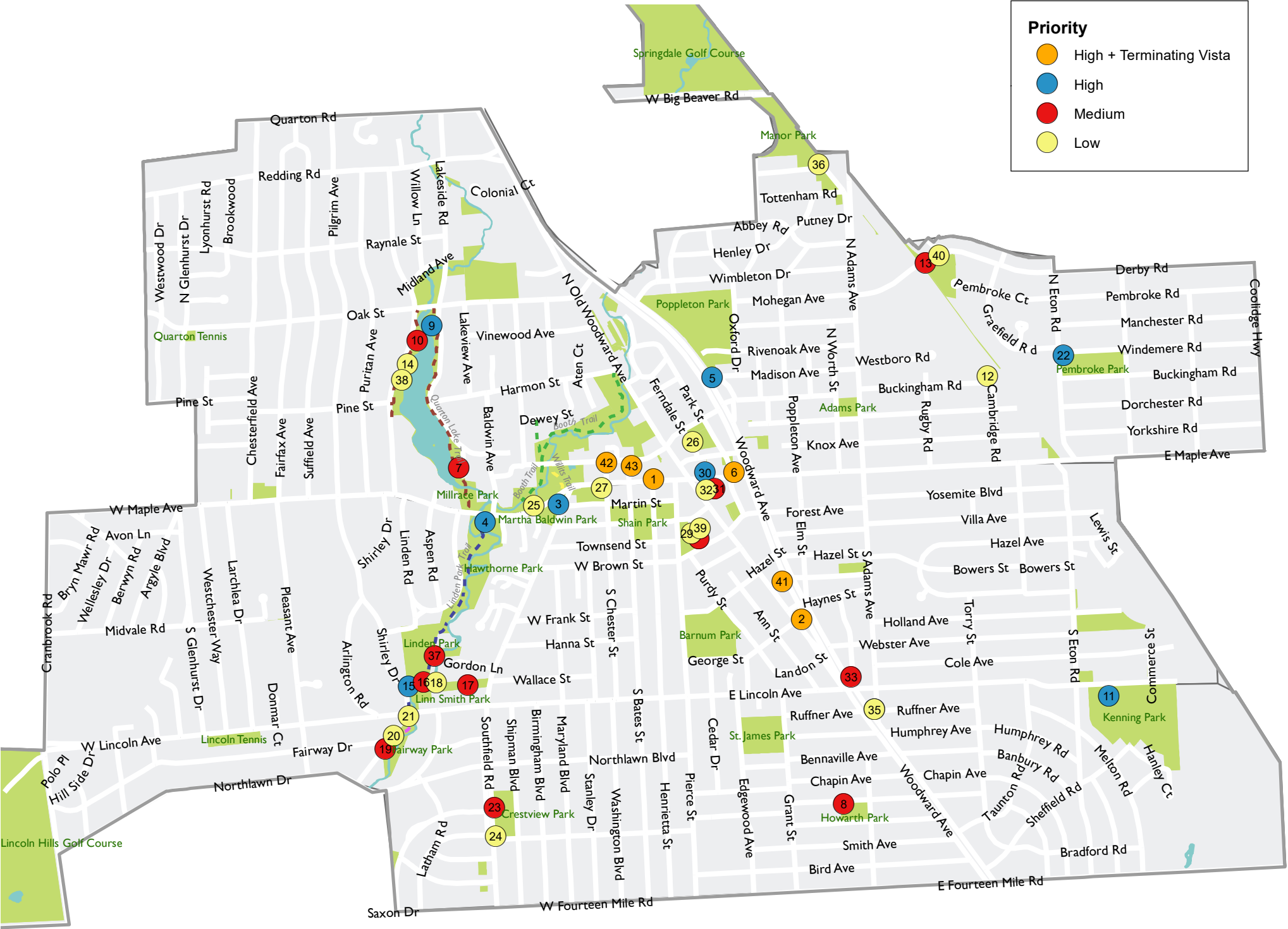
Installation post



Side of frame



City of Birmingham Prequalified Public Art Locations





Cultural Council of Birmingham Bloomfield
P.O. Box 465 Birmingham, MI. 48012

APPLICATION
FOR ART IN PUBLIC SPACES

Robert Kidd Gallery
APPLICANT NAME

248 642 3909
DAYTIME PHONE

Gerard @ robertkiddgallery
EMAIL

Gerard Marti Robert Kidd Gallery
DONOR, OWNER, OR AGENT (DEALER)

Laurie Tennent
ARTIST (first and last) or PROJECT NAME

TITLE

DATE OF ARTWORK

Photography on aluminum
MEDIUM/TECHNIQUE

PROPOSED

☐ DONATION

☒ LOAN

DESCRIPTION OF ARTWORK

5-8 photographic Sculpture, weather proof
Aluminum. 200 Footprint to install + remove
approx 40x60x2

HEIGHT

x

WIDTH

x

LENGTH/DEPTH

WEIGHT

Aluminum
OBJECT TYPE(S)/MATERIAL

(i.e., metal, glass, stone, etc.)

DESIGN LOADS

(i.e., wind, and dead loads)

INSCRIPTION/FOUNDRY MARKS

(if multiple, please include edition number)

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

CONDITION

MAINTENANCE REQUIRED

(long term care/annual)

N/A

VALUE

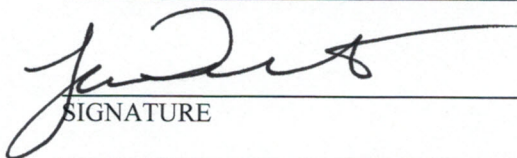
☐ APPRAISED

☐ OWNER'S STATED VALUE

FOOTING/FOUNDATION REQUIREMENTS

none - installed in the dirt with
rebar

NARRATIVE/RATIONALE FOR GIFT/LOAN/TEMPORARY INSTALLATION


SIGNATURE

6-16-2020
DATE

***Submit application together with **prints or digital images of artwork, foundation plans, completed Outdoor Sculpture Agreement (if temporary sculpture), and a vitae or resume of the artist** to:

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

PAB Action (Office use only)

Date Received: _____

Presented for Public Arts Board discussion: _____

Board Action: ☐ Recommended for approval ☐ Not recommended for approval

Insurance: ☐ Provided by CCBB ☐ Provided by City ☐ Other _____

Recommendation(s)/Action Taken _____

Routing and dates approved (Office use only):

Y N

☐ Planning _____

☐ Engineering _____

☐ Public Safety (Police/Fire) _____

☐ Parks and Recreation _____

☐ Approved by CCBB _____

☐ Approved by City Commission _____

Y N

☐ Building _____

☐ Other _____

☐ Other _____

Site Location _____

(If artwork is to be permanently donated, the City of Birmingham has the right to relocate and /or remove the artwork from public display. If permanently donated, the City of Birmingham may provide the

DATE: June 17th, 2020

TO: Public Arts Board Members

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Application for Art in Public Spaces

Local artist Laurie Tennent has submitted an application for public art on loan to the City to display her art piece *Verigated Hibiscus*. The recommended location for the corner of Park and Maple is currently under construction. The site is also a Terminating Vista location and has a building within the Historic District Boundary behind it. This art work may require review by the State Historic Preservation Organization (SHPO) since it may be located on streetscaping that received Federal funding. If the Public Arts Board wishes to pursue moving forward with this location for recommendation, SHPO approval process may have to be examined. Final approval may also require the road construction to be complete before the context of the surrounding can be fully evaluated.



Meanwhile, the City has been contacted by the Artist's representative Gerard Marti about a possible display of multiple works of art in a City park. Examples of Tennent's art work are pictured below. The Public Arts Board may wish to discuss a possible park as a recommended location, the number of art pieces, and duration of display for the potential loaned art work.

Examples of other work by Laurie Tennent that were on display at Belle Isle Park are pictured below.

Recommended Motion Language could be as follows:

To recommend a temporary installation of art on loan from Laurie Tennent in (park) for (number) art pieces of the artist's choosing to be displayed in various (park) locations to be determined by the artist from (date) to (date).











Public Arts Board Minutes

Public Meeting on Zoom – June 17th, 2020

A. Roll Call:

Members Present: Barbara Heller, Monica Neville, Jason Eddleston, Anne Ritchie, Annie VanGeldereren, Natalie Bishae

Members Absent: Linda Wells

Administration: Brooks Cowan, City Planner

B. Approval of Minutes – May 20th, 2020

Motion to approve minutes as amended made by Annie VanGeldereren, seconded by Anne Ritchie.

Yeas: 6 Nays: 0

The motion carried.

C. Unfinished Business

At the May 20th, 2020 Public Arts Board meeting, the Board discussed changes and enhancements to their Terminating Vista report after receiving comments on the Crayon Box proposal and Terminating Vistas from City Commission. A rough draft of such changes were provided and discussed. For types of public art, the Board was comfortable with recommending sculptures, furniture, utilities, and murals. Members of the Board requested that painted furniture, mosaics and tiles be included as well.

There was general consensus that the recommendations captured what the PAB felt would help enhance Terminating Vistas. The Board also felt that the recommendations should be prioritized with some type of action plan or implementation guidelines. These were to be provided in the next meeting's draft.

The Public Arts Board then discussed their Piano in the Park program. They had previously considered recommending the art installation as an annual program and reviewed suggested recommendations to do so. The Board wanted to ensure that the piano be placed in Shain Park only when COVID-19 restrictions were lifted. Members of the board also suggested amending the recommendations so that the piano donated to the City was preferably from a Birmingham Resident, it would be painted as a community arts project on a date to be determined by the PAB, and the PAB be responsible for moving and maintenance. Motion to approve recommendations with suggested edits was made by Annie VanGeldereren, seconded by Monica Neville.

Yeas: 6 Nays: 0

The motion carried.

D. New Business

The Public Arts Board then reviewed the Public Art Installation Loan from Laurie Tennent. An initial application was completed to place a piece of her artwork at the corner of Park and Maple. Complications of this site were discussed regarding the current construction and not having a clear idea of how the space will look until it is complete, as well as the site being a Terminating Vista and the Board having a study related to these design elements underway.

The potential for a multi-piece installation was discussed throughout the City's parks and trails. The Board and the artist were in agreement that the trails connecting Booth Park, Quarton Lake, and Linden Park would be ideal for a multi-artwork installation of the artist's photos due to the way that the photos compliment the natural surrounding features.

The artist indicated that the images are installed into the ground with 2 pieces of rebar and leave 0 footprint when removed. A similar installation concept had been done at Belle Isle with great success. The artist also indicated how solar lights were shined on the artwork to keep them illuminated at night and the PAB was amicable to this. The artist was also agreeable to a 1-year loan term.

A motion to recommend a multi-installation of art work by Laurie Tennent from Booth Park to Quarton Lake and Linden at locations to be determined by the artist for a period of 1 year was made by Anne Ritchie, seconded by Annie VanGeldereren.

Yeas: 6 Nays: 0

The motion carried.

E. Communication

Barbara Heller indicated that she will be leading a tour of Birmingham sculptures for the Detroit Artist Market on July 18th, 2020 from 2-4pm.

F. Comments

G. Adjournment

The meeting adjourned at 8:00 p.m.



MEMORANDUM

Planning Department

DATE: July 7th, 2020

TO: Parks and Recreation Board

FROM: Brooks Cowan, City Planner

SUBJECT: Laurie Tennent Art on Loan Installation

BACKGROUND:

Local artist Laurie Tennent has applied to loan her artwork to be displayed along Linden Trail connecting Booth Park and Quarton Lake Park. The artist has imposed polychromatic images on 60" x 40" x 2" aluminum canvasses that come with zero footprint steel rebar posts that are inserted into the ground.

On June 17th, 2020, the Public Arts Board reviewed images of the artist's work. An original application was for one art piece to be installed at the corner of Park Street and E. Maple, though it was determined that this was a difficult site to consider at the moment given construction on E. Maple and the location as a Terminating Vista. The Public Arts Board then discussed having the art work placed in natural areas such as parks, gardens and trails. The subject art pieces have been on display throughout the gardens of Belle Isle in a previous exhibit. The artist also discussed how she has used ambient solar lighting to illuminate the artwork at night for a glowing effect. There was general consensus that the trails connecting Booth Park, Linden Park and Quarton Lake Park would be ideal for a number of such art pieces.

The Public Arts Board motioned to recommend a temporary multi-installation of art on loan from Laurie Tennent from Booth Park to Linden Park and Quarton Lake for artwork composed of polychromatic images imposed on aluminum canvasses to be illuminated by ambient solar lighting in locations to be determined by the artist for one year.

Since then, the artist has walked the area and selected eight locations to temporarily install eight of the proposed art pieces. The artist has also provided a map of the proposed locations and has photoshopped examples of how each piece will fit in its surroundings. This map and photo examples are attached below. Three images are proposed along Booth Trail, four images are proposed along Quarton Lake Trail, and two are proposed for Linden Trail.

SUGGESTED RECOMMENDATION:

To recommend a temporary installation of art on loan from Laurie Tennent along Booth Trail, Linden Park Trail, and Quarton Lake Trail as indicated on the applicant's map for eight polychromatic images imposed on aluminum canvasses to be illuminated by ambient solar lights as indicated in the applicant's images for a period of one year.

PARKS AND RECREATION BOARD MEETING MINUTES

July 7, 2020

Heather Carmona, Chairperson, called the meeting to order at 6:30 p.m. for the virtual meeting.

MEMBERS PRESENT: Heather Carmona, Pam Graham, Ross Kaplan, Jeffrey LaBelle, Ellie Noble, Dominick Pulis and John Rusche

MEMBERS ABSENT: N/A

STUDENT REPRESENTATIVES PRESENT: Mallory Windsor, Seaholm High School

STUDENT REPRESENTATIVES ABSENT: Hayden Watkinson, Seaholm High School

ADMINISTRATION: Lauren A. Wood, Director of Public Services
Carrie A. Laird, Parks and Recreation Manager
Connie J. Folk, Recreation Coordinator
Brooks Cowan, City Planner

GUESTS: Susan Collins, Dr. Anna Groebe and Jackie Ruppert

It was moved by Ross Kaplan, seconded by Dominick Pulis to approve the minutes of the June 2, 2020 regular meeting as amended.

ROLE CALL VOTE:

Yeas,	Heather Carmona, Pam Graham, Ross Kaplan, Jeffrey LaBelle, Ellie Noble, Dominick Pulis and John Rusche
Nays,	None

AGENDA ITEM #1: Bike Parking Advisory Memo

Brooks Cowan stated on June 4, 2020, the multi-modal board reviewed recommendations for bike rack recommendations throughout Birmingham and installations would coincide with existing commercial and recreational neighborhood destinations in the current version of the Birmingham planned drafts that are underway.

Brooks stated twenty-four (24) new U-shaped bike installations were approved at thirteen (13) locations and ten (10) bike racks were approved for parks, which includes three (3) for Barnum Park, two (2) for St. James, three (3) for Poppleton Park and two (2) for Booth Park.

Dominick asked how the locations were determined, displacement, and quantities based on demand or based on historical surveys.

Brooks stated the city is going through a master plan process and received our draft plan in the fall. Brooks stated he went through and only picked existing commercial areas as well as parks and then juggled what was available with the existing budget for the bike racks.

Dominick stated the plan is a little bit more forward looking than reactive to any other inputs and is a good plan.

Pam Graham stated the bike racks are nice looking and have recently notice rental bikes in Oak Park and was curious has there been any consideration in Birmingham offering a bike rental program.

Brooks stated the multi-modal board has discussed a bike rental program that has been seen throughout Detroit and other cities and has gone back and forth with the City Commission on the idea. Brooks stated the bike rental program would be a separate program.

Brooks stated he would communicate with DPS on the ideal locations for final installation.

It was moved by John Rusche, seconded by Dominick Pulis to endorse the installation of 24 new bike racks at 13 existing neighborhood destinations as outlined in Phase 5 of Bicycle Parking Plan.

ROLE CALL VOTE:

Yeas,

Heather Carmona, Pam Graham, Ross Kaplan, Jeffrey LaBelle, Ellie Noble, Dominick Pulis and John Rusche

Nays,

None

AGENDA ITEM #2: Annual Piano in the Park Art Installation

Brooks stated that in 2019, the Public Arts Board had recommended that the Piano for Shain Park be sent through the Parks and Recreation Board and had more approvals to be required such as lockable wheels and painting off-site. Eventually the program was approved.

Brooks stated instead of going through an application process through the Public Arts Board, Park and Recreation Board and City Commission every year, the Public Arts Board would like to recommend it's an annual program and just receive a box piano and plan an annual painting event.

Brooks stated the same conditions of approval as the first year for them to go through every year, it would be on wheels, the piano would be covered during events and the painting would be held off-site.

Brooks stated in regards to COVID-19 and social distancing going on, the Public Arts Board discussed concerns for the virus and want to follow all state, county and city guidelines. The Art Board is comfortable for the piano being available for the public, so long as the playgrounds are open as well and believe the availability for these items can coincide.

3

Brooks stated the Public Arts Board also amenable to provide some type of sanitation station with the piano if the Parks and Recreation Board or City Commission would like to see that. The Public Arts Board is also open to foregoing 2020 and having the annual program begin in 2021.

John Rusche stated it was a big success and remembered a year ago when the Parks and Recreation Board was discussing it.

Ellie asked if the Public Arts Board is wanting to have more than one piano at a time.

Brooks stated that the Public Arts Board had initially discussed having more than one piano and evaluating if they could maybe spread a few more around town but for the annual program, but because of available manpower and everything going on in the city, the Public Arts Board likes Shain Park pavilion as the requested location for the annual program.

John Rusche asked if the city disinfects the playground equipment. The idea of having some kind of sanitation station, at least for your hands near there, would really be a good idea.

Carrie stated the City of Birmingham playgrounds are currently open and have sanitation stations at every playground. Carrie stated the playgrounds are sanitized weekly, but it is up to parents to make sure they're having their kids practice the social distancing.

Brooks stated if the City Commission approved the program but the state passed new COVID guidelines that those rules would kick in and he would immediately talk with the city manager and DPS on how everything is being addressed within the playgrounds, playgrounds are being shut down, then the piano would be taken away.

Lauren stated the piano won't be placed out until 2021 since the state still does not have a handle on COVID-19, issues, potential that are around the corner that we want to be mindful of and best practices are in place at our outdoor facilities. The downtown sanitizers are put up by DPS as well, so we're going to hold off as that was Mr. Valentine's wishes as well.

Lauren stated with all the stipulations in place would warrant the Parks and Recreation Board support for this program but it won't be placed out until 2021, and even next year, all of those precautions will be there.

It was moved by Dominick Pulis, seconded by Heather Carmona to endorse the annual Piano in the Park program under the pavilion at Shain Park no sooner than calendar year 2021 or the lifting of the State of Michigan restrictions, whichever would come later with the following conditions:

- 1.) The Public Arts Board find an acceptable box piano to be donated to the City for use;
- 2.) The piano be placed on industrial grade lockable wheels;
- 3.) The piano be painted off-site before being moved to Shain Park;
- 4.) The piano be covered during any musical event in Shain Park;
- 5.) The piano be placed in Shain Park between June 1st and December 31st of each year, with the condition that the City Commission may request the piano to be removed at any time for any reason.

ROLE CALL VOTE:

Yeas,

Heather Carmona, Pam Graham, Ross Kaplan, Jeffrey LaBelle, Ellie Noble, Dominick Pulis and John Rusche

Nays,

None

AGENDA ITEM #3: Laurie Tennent Art on Loan Installation:

Brooks stated the Public Arts Board received an art application for a piece of artwork on loan, and in discussing with the artist, originally it was for one piece on Maple and Peabody but in talking with her there was discussion on exhibiting throughout the city's parks and trails. The artist had done a display at Bell Isle Park before in the natural environment.

Brooks stated the Public Arts Board reviewed the application and has forward the application request to the Parks and Recreation Board and City Commission for approval.

Brooks stated the artist selected locations and also discussed how she has used ambient solar lighting to illuminate the artwork at night for a glowing effect. There was general consensus that the trails connecting Booth Park, Linden Park and Quarton Lake Park would be ideal for a number of such art pieces for one year.

Ross Kaplan asked about the security and or damages to the art, who would be responsible for that, potentially? And then also, there's one picture of the frame. Some of these are in a position where you would see front and back, depending which direction you're traveling and it seems the back obviously is not as attractive and a little bit flimsy.

Brooks stated that it's the responsibility of the artist for all damages and repairs to the artwork and and liability issues that might arise. The artist is also responsible for all funds related to the maintenance of the art.

Brooks stated that photos face one way and you have this back of the aluminum frame facing from the other direction and the post goes into the dirt and then when they're done, they pull it out, so there's no -- there's no concrete casts in the ground for it.

Dominick recommended that the artist have them double-sided, so perhaps full display on both sides and maximizing the full viewing opportunity. Brook stated he would accompany the artist so the artwork is install to ensure that it's facing the right way.

Brook stated there could be conditions for city commission, something about the lighting, to say if the lighting becomes a problem, it has to be removed upon Parks and Recreation Board or by City Commission.

It was moved by Ellie Noble, seconded by Pam Graham to recommend a temporary installation of art on loan from Laurie Tennent along Booth Trail, Linden Park Trail, and Quarton Lake Trail as indicated on the applicant's map for eight polychromatic images imposed on aluminum canvasses to be illuminated by ambient solar lights as indicated in the applicant's images for a period of one year.

ROLE CALL VOTE:

Yeas,

Heather Carmona, Pam Graham, Ross Kaplan, Jeffrey LaBelle, Ellie Noble, Dominick Pulis and John Rusche

Nays,

None

AGENDA ITEM #4: Natural Areas Maintenance:

Carrie stated that the City of Birmingham did not perform the burn this year but the department wanted to continue with our natural areas maintenance so at the time I hired Cardno to get the city started minimally until I could receive a more thorough proposal from them for the city maintenance program for this year. It would be a continuation of the city's maintenance program that is set up in several parks, including Barnum, Quarton Lake, Martha Baldwin Park and the museum.

Carrie stated that Cardno is an approved vendor in Oakland County and the county has a program in place for these type of services. Oakland County offers municipalities to opt in on the program to the same pricing is given without having to go out to bid. In 2015 and 2018, Cardno was award projects and are happy with their performance.

It was moved by John Rusche, seconded by Ellie Noble to approve the project for Natural Areas Maintenance with Cardno for a total cost not to exceed \$18,400.00. Funds are available from the General Fund-Parks Other Contractual Services account #101-751.000-811.0000 for these services. Further, to recommend this project to be considered for approval by the City Commission.

ROLE CALL VOTE:

Yeas,

Heather Carmona, Pam Graham, Ross Kaplan, Jeffrey LaBelle, Ellie Noble, Dominick Pulis and John Rusche

Nays,

None

COMMUNICATION/DISCUSSION ITEM #1: Resignation from Bill Wiebrecht, Parks and Recreation Board Member

Lauren provided to the Parks and Recreation Board an email from Bill Wiebrecht resigning his position from the Parks and Recreation Board.

Heather stated he has been on the Parks and Recreation Board since 1991.

Ellie stated that Bill was so knowledgeable about everything.

No Action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #2: Golf Report- July 1, 2020

Lauren presented to the Parks and Recreation Board the July 1, 2020 golf report that was prepared by Jacky Brito.

Lauren stated the memberships, revenues and rounds have increased. Despite not having electric carts initially in the beginning, beverages, and food, not so shabby. Hats off to Jackie, Brian, and the crew at both courses. Lauren stated it's the workers and the staff and of course the golfers that make it what it is.

Dominick with respect to the golf courses and the numbers that we saw, certainly impressive rebounding in the month of June. That's a high demand and it's significant by the course conditions and the leadership of our golf staff, so I wanted to commend them for a job well done.

Pam asked if there been increased expenses needed to deal with increased sanitary measures.

Lauren stated that Jackie is putting together some reports and as soon as latest finance golf report is available it will be provide.

No Action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #3: Parks and Recreation Bond Update (verbal)

Lauren stated that at the June 22nd City Commission meeting Commissioner Long raised the question where the City of Birmingham is with the Parks and Recreation Bond and let's revisit that.

Lauren stated the Parks and Recreation Bond will be discussed at the next City Commission meeting on Monday, July 13th.

Lauren stated that the Parks and Recreation Bond once approved by the City Commission the bond would be placed on the November ballot

No Action was taken by the Parks and Recreation Board

UNFINISHED BUSINESS:

Pam asked about the Parks and Recreation Rules. Lauren stated the department is still waiting for a response from the city attorney's office

No Action was taken by the Parks and Recreation Board

NEW BUSINESS:

Ellie asked on how to rent parks or getting a permit at parks in order to have, like, exercise classes for the use of businesses in Birmingham to use COVID.

Connie stated since the businesses are not able to open up so a program was put in place which allows for businesses to schedule blocks of time for classes whether it be yoga or Pilates and the organizations are not being charged for the use of the facility and the organizations are providing the City of Birmingham as an additional insured.

OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA:

Jackie Rupert inquired about the skate park and how might scooters be allowed at the skate park.

Carrie stated that at the skate park is regularly reviewed by our insurance MML and it's been discouraged from MML. Carrie also stated scooter handlebars ruin material that are on the ramps. Carrie stated that skate park is not intended for scooters, unfortunately.

Jackie Rupert stated that her and Dr. Anna Groebe have visited three local skate parks, Troy, Sterling Heights and Auburn Hills that allow scooters and if there is an opportunity to look into this further and see if the insurance could be reevaluated.

Dominick asked if the skate park rules be reviewed at the same time the park rules and regulations are presented.

Dr. Anna Groebe stated there's some argument about damage, you know, things to consider, like, non-motorized scooters only, maybe restricting the age, you know, under 18 are allowed to scooter, because those children are smaller and lighter, therefore doing less damage.

John asked if the department could find out what different material being used at the three local skate parks that were mentioned and to see if they've had the same concerns and how they solved them.

Lauren thanked Jackie Rupert and Dr. Anna Groebe for attending and sticking on this long. Lauren stated the skate park was built in the mid-2000's and it was primarily for safety precautions and the type of ramps, and not only damage, which is secondary, it was mainly the way it was designed and the crossover of the attendees and the users and things of that nature but warrants a comparison and a data check.

Lauren stated staff will research and we'll put it on a future agenda specific to the skate park.

Heather Carmona stated the next regular meeting will be held on Tuesday August 11, 2020 virtually at 6:30 pm.

Meeting was adjourned at 8:13 pm
Connie J. Folk, Recreation Coordinator

ARTWORK INSTALLATION AND MAINTENANCE AGREEMENT

This Art Work Installation and Maintenance Agreement (the Agreement) is entered into on this ____ day of _____, 2020, by and between the CITY OF BIRMINGHAM, a Michigan municipal corporation (the "City"), whose address is 151 Martin Street, Birmingham, Michigan, 48009, and Laurie Tennent Studio, Inc. (the "Owner"), whose address is 929 S. ETON BIRMINGHAM, AL, 48009

Recitals

Owner is the owner of the Art Work known as the Botanical Intimate Portraits. Owner desires to install and maintain the Art Work attached on Exhibit A (the "Art Work"), at locations on trails as attached on Exhibit B, hereto (the "Location"). The City has agreed to permit Owner to install and maintain the Art Work at the Location, subject to the terms and conditions set forth in this Agreement.

Accordingly, the parties agree as follows:

Agreement

1. Installation of Art Work. Owner shall, at its sole expense, install the Art Work at the Location and restore the Location to its prior condition.
2. Maintenance and Conservation of Art Work. Owner shall be responsible for all maintenance and conservation of the art work, at its expense, for the duration of the loan. In the event the Art Work is damaged, Owner shall, at its sole expense, promptly repair the Art Work, or Owner may remove the Art Work pursuant to Section 5 below.
3. Ownership of the Art Work. Owner shall retain ownership of the Art Work and Owner may, in accordance with the terms and conditions of this Agreement, remove the Art Work from the Location at any time, for any reason.
4. Release. In consideration of the City's display of the Art Work on public property, Owner hereby grants to the City of Birmingham, its officers and employees, the right to photograph the Art Work and the further right to use photographic images of the Art Work in promotional material prepared by or for the City of Birmingham, including any commercial or noncommercial promotional materials. Owner waives any rights to payments from the sale of any City promotional materials that feature the Art Work.
5. Removal of Art Work. In the event the Art Work is removed from the Location, for any reason, Owner shall, at its sole expense, restore the area to its prior condition or consistent with the current environment at the time of removal, as requested by the City.

6. Indemnification. To the fullest extent permitted by law, Owner and any entity or person for whom Owner is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold City harmless, including City's elected and appointed officials, employees and volunteers and others working on behalf of City, against any and all claims, demands, suits or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of City, 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 City, its elected or appointed officials, employees, volunteers or others working on behalf of City.
7. Binding on Successors and Assigns. All covenants, agreements, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.
8. No Waiver. No waiver of any covenant or condition contained in this Agreement, or of any breach of any such covenant or condition, shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.
9. Insurance. Art Work loaned to the City shall be insured by the Cultural Council of Birmingham Bloomfield through their service agreement with the City.
10. Interpretation. This Agreement shall be construed in accordance with the laws of the State of Michigan. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and feminine.
11. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the installation and maintenance of the Sculpture described above, and this Agreement may not be amended or modified, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.
12. Term. This Agreement shall be for a period of 1 year and commence upon the signing of both parties.
13. Termination of Agreement. This Agreement shall automatically terminate at the expiration of the 1 year term provided in Section 12, or upon the removal of the Art Work from the Location in compliance with Section 5 of this Agreement.

14. Renewal Option. Parties shall have the option to renew this Agreement for an additional 1 year term.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have their hands and seals the day and year first above written.

OWNER:

By: Laurie Tennent Studio, INC.

Its: owner

Jaciri Dantz

CITY OF BIRMINGHAM:

Alex Bingham, City Clerk

By: Pierre Boutros, Mayor

APPROVED:

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

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

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

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

Exhibit A

1.) Booth Park Entrance



2.) Booth Trail Midway



3.) Booth Trail & Willits



4.) Linden Trail



5.) Linden Park



6.) Quarton Lake



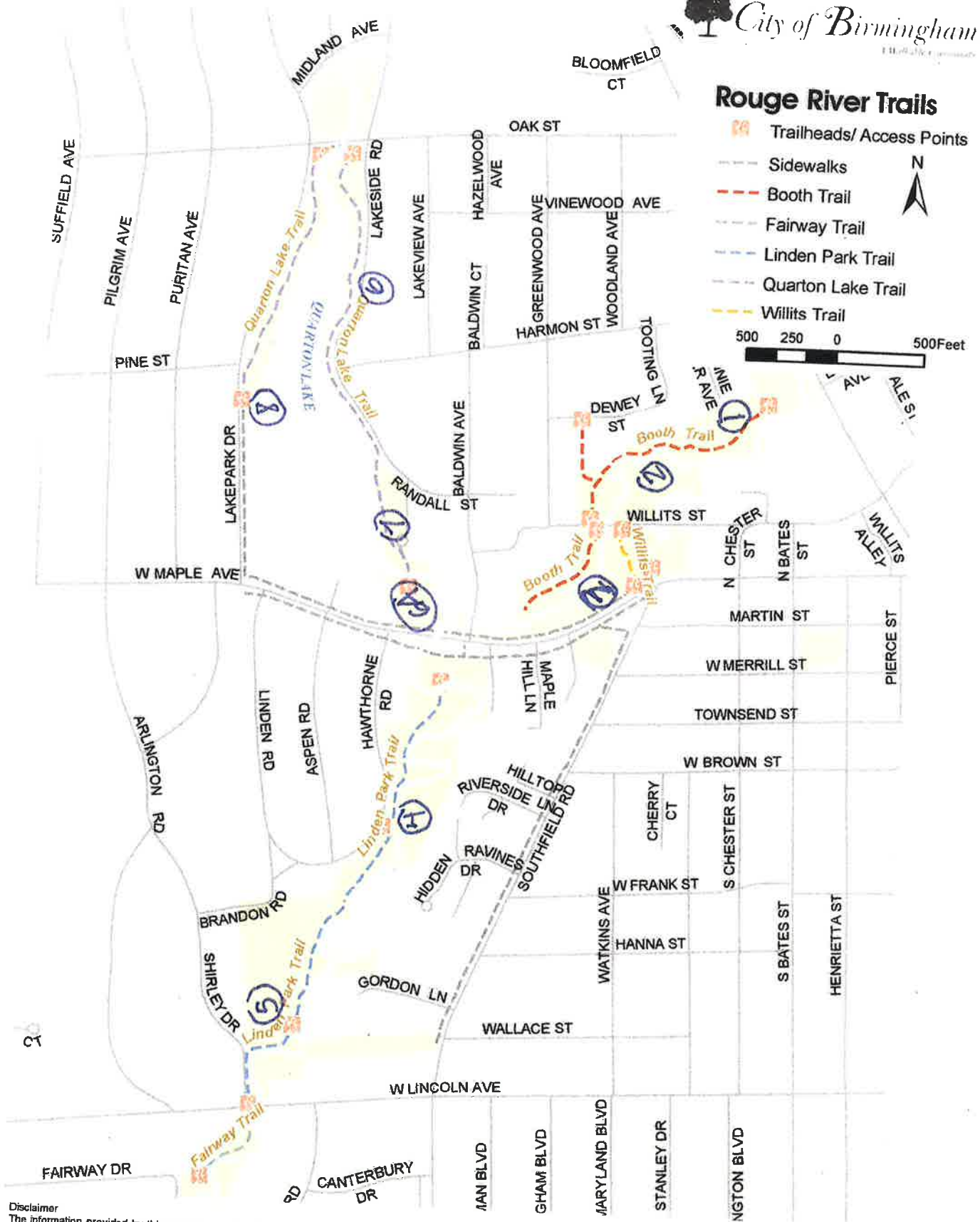
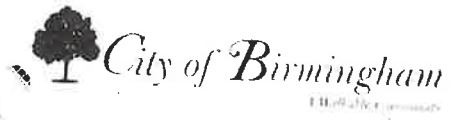
7.) Quarton Lake Falls



8.) Quarton Lake and Lakeside



Exhibit B



Disclaimer

The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey. The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham

Coordinate System: State Plane Coordinate System Michigan South Zone 2113 Projection: Lambert Conformal Conic Units: International Feet Datum: NAD83

Updated: August 2007



NOTICE OF INTENTION TO APPOINT TO DESIGN REVIEW BOARD

At the regular meeting of Monday, September 14, 2020 the Birmingham City Commission intends to appoint two regular members to the Design Review Board to serve three-year terms to expire September 25, 2023, and two alternate members to serve three-year terms to expire September 25, 2022.

Interested parties may submit an application available from the City Clerk's office on or before noon on Wednesday, September 9, 2020. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Design Review Board is to advise the City Commission in regards to the proper development of the City. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the City's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, City Planning Board, Historic District Commission and other City advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the City.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<ul style="list-style-type: none">Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents.	9/9/2020	9/14/2020

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 HISTORIC DISTRICT COMMISSION

At the regular meeting of Monday, September 14, 2020 the Birmingham City Commission intends to appoint two regular members to the Historic District Commission to serve three-year terms to expire September 25, 2023, and two alternate members to serve three-year terms to expire September 25, 2022.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, September 9, 2020. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<ul style="list-style-type: none">• A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation.• Must be a resident	9/9/2020	09/14/2020

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 PARKS & RECREATION BOARD

At the regular meeting of Monday, September 14, 2020, the Birmingham City Commission intends to appoint a regular member to the Parks and Recreation Board to serve the remainder of a three-year term to expire March 13, 2021.

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, September 9, 2020. 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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members must be electors (registered voters) of the City of Birmingham.	9/9/2020	9/14/2020

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.



Yvette Collins
Director
AT&T Michigan
221 N. Washington Square
Lansing, MI 49833
Office: (517) 334 3708
Fax: (517) 334-3429

July 31, 2020

Ms. Lisa Felice
Acting Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, MI 48917

Dear Ms. Felice

Michigan Bell Telephone Company, doing business as AT&T Michigan ("AT&T"), submits its Thirteenth Annual Video Report to the Michigan Public Service Commission ("MPSC") and franchising entities in the State of Michigan regarding its deployment progress, as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended) or "Video Act". AT&T is separately providing a copy to each Clerk in the Michigan Communities where AT&T has launched its U-verseSM TV service.

If you have any questions, please contact me on (517) 334-3708.

Sincerely,

A handwritten signature in black ink, which appears to read "Yvette Collins", is written over a horizontal line.

Yvette Collins
Director – External/Regulatory Affairs
AT&T Michigan

Enclosures

cc: Clerks in Franchised Communities
Mr. Ryan McAnany, Michigan Public Service Commission Staff

INFORMATION ONLY



AT&T Michigan

Annual Video Report

July 31, 2020

STATUS OF AT&T'S VIDEO SERVICE DEPLOYMENT IN MICHIGAN

Michigan Bell Telephone Company, doing business as AT&T Michigan ("AT&T"), submits its thirteenth Annual Video Report to the Michigan Public Service Commission ("MPSC" or "Commission") and franchising entities in the State of Michigan regarding its deployment progress, as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended) or "Video Act".¹

On January 1, 2007, Michigan's Video Act became effective. AT&T launched its Internet Protocol TV ("IPTV") service called AT&T U-verse® TV on May 21, 2007 in parts of over 50 communities in the Detroit and Ann Arbor areas. AT&T has now obtained franchise agreements and provides its U-verse TV service in 341 communities.

Section 9(2) of the Video Act provides that it is a defense to an alleged violation of Section 9(1) of the Video Act if a provider has met either of two conditions: (1) within 3 years at least 25% of households with access to the provider's video service are low-income households; or (2) within 6 years and from that point forward at least 30% of households with access to the provider's video service are low-income households. AT&T has met both conditions.²

With respect to Section 9(3) of the Video Act: (1) AT&T provided access to its video service to over 50% of the households in its telecommunications service area within 6 years of the date it began providing video service, and (2) AT&T Michigan no longer has more than 1,000,000 telecommunications access lines in the state.³

AT&T recently completed its thirteenth year of providing video service in the state. AT&T does not deny access to service to any group of potential residential subscribers because of race or income.

AT&T announced in March of 2020 that requests for new U-verse TV orders will no longer be accepted. Existing U-verse TV customers' service will not be impacted.

¹ See Section 9(4) of the Video Act: "Each provider shall file an annual report with the franchising entity and the commission regarding the progress that has been made toward compliance..."

² See Section 9 (2) of the Video Act: "It is a defense to an alleged violation of subsection (1) if the provider has met either of the following conditions: (a) Within 3 years of the date it began providing video service under this act, at least 25% of households with access to the provider's video service are low-income households. (b) Within 5 years of the date it began providing video service under this act and from that point forward, at least 30% of the households with access to the provider's video service are low-income households."

³ "If a video service provider is using telecommunication facilities to provide video services and has more than 1,000,000 telecommunication access lines in this state, the provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in the state within 3 years of the date it began providing video service under this act and to a number not less than 50% of these households within 6 years. A video service provider is not required to meet the 50% requirement in this subsection until 2 years after at least 30% of the households with access to the provider's video service subscribe to the service for 6 consecutive months."

AT&T'S INVESTMENT IN MICHIGAN'S WORKFORCE AND INFRASTRUCTURE

AT&T invests billions to build the advanced networks that create jobs and fuel economic growth in Michigan. From 2017 through 2019, AT&T invested more than \$1.5 billion in its Michigan wireless and wireline networks. AT&T provides customer service to all of its customers via call centers, in-person locations and 24/7 online.

AT&T'S U-verse® TV PRODUCT

For current U-verse customers, the product provides both live video programming and on-demand and interactive content.

U-verse TV includes:

- Ability to access more than 234 IPTV National HD channels.
- Ability to record up to 4 shows at once with Total Home DVR.
- Ability to stream shows virtually anywhere customers go, on their smart devices.
- AT&T's deployment of Public, Educational, and Government (PEG) continues with communities who have requested AT&T to carry their PEG programming on U-verse TV.
- Online 24/7 customer service and technical support available at <https://www.att.com/support/topic/u-verse-tv/>

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY AND
DTE ELECTRIC COMPANY
CASE NO. U-20844**

- Consumers Energy Company and DTE Electric Company requests the Michigan Public Service Commission for accounting approval of depreciation practices for the Ludington pumped storage plant.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050; or DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or DTE Electric Company.
- A pre-hearing will be held:

DATE/TIME: Wednesday, August 19, 2020 at 10:00 AM

BEFORE: Administrative Law Judge Sharon Feldman

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscdockets@michigan.gov in advance of the hearing. Instructions regarding participation will be filed in the docket.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company and DTE Electric Company's July 10, 2020 application requesting the Commission to approve their joint request for depreciation accrual rates, depreciation expense and depreciation rate change implementation timing requested for accounting and ratemaking purposes for the Ludington Plant, and other relief. DTE Electric and Consumers Energy are requesting an increase in annual depreciation expenses of \$16.7 million and \$16.8 million, respectively.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 12, 2020. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's attorney, Michael C. Rampe, One Energy Plaza, Jackson, MI 49201 and DTE Electric's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, MI 48226.

The prehearing is currently scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing. However, the Commission will continue to evaluate whether the prehearing can be safely converted to an in-person hearing. Thus, all interested persons should monitor this docket prior to the prehearing for any potential changes to the format of the prehearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-20844. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company and DTE Electric Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company and DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-20703**

- DTE Electric Company Michigan Public Service Commission's approval of the reconciliation of its Energy Waste Reduction (EWR) plan, for the plan year 2019, and authority to implement EWR surcharges, and other related relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company.
- A pre-hearing will be held:

DATE/TIME: Thursday, August 20, 2020 at 10:00 AM

BEFORE: Administrative Law Judge Dennis Mack

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscdockets@michigan.gov in advance of the hearing. Instructions regarding participation will be filed in the docket.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) July 1, 2020 application requesting the Commission to: 1) determine that DTE Electric's reconciliation for its 2019 EWR plan year is just and reasonable, and that it meets all relevant requirements of Act 295 as amended by Act 342; 2) approve DTE Electric's reconciliation for the 2019 EWR plan year, the performance incentives, and the associated proposed tariffs; 3) approve the necessary accounting authority described in DTE Electric's testimony; 4) approve DTE Electric's proposal to carry forward the 2019 net under recovery of \$12.4 million into 2020 on a customer class basis and used as beginning balances for the 2020 reconciliation; and 5) grant other relief.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscdockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscdockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscdockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 13, 2020. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, David S. Maquera, One Energy Plaza, Detroit, MI 48226.

The prehearing is currently scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing. However, the Commission will continue to evaluate whether the prehearing can be safely converted to an in-person hearing. Thus, all interested persons should monitor this docket prior to the prehearing for any potential changes to the format of the prehearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-20703. Statements may be emailed to: mpscdockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric Company's application may be reviewed on the Commission's website at: michigan.gov/mpscdockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.