

BIRMINGHAM CITY COMMISSION AGENDA

NOVEMBER 23, 2020

7:30 P.M.

VIRTUAL MEETING

MEETING ID: 655 079 760

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

- The City has reinstated the hotline to provide residents with information about City and County COVID-19 resources. Elderly, quarantined and immuno-compromised individuals are encouraged to use the hotline to request assistance with essential functions, and obtaining necessary supplies Call 248-530-1805, Monday through Friday from 8 a.m. – 5 p.m, excluding holidays.
- The city would like to thank Daniel Haugen for his service to the community on the Museum Board.

Appointments:

A. Design Review Board

1. Dustin Kolo
2. Samantha Kristen Cappello
3. Kathleen Kriel

To appoint _____, as a regular member to serve the remainder of a three-year term to expire September 25, 2023.

To appoint _____, as an alternate member to serve the remainder of a three-year term to expire September 25, 2022.

To appoint _____, as an alternate member to serve the remainder of a three-year term to expire September 25, 2022.

B. Planning Board

1. Jason Emerine
2. Nasseem S. Ramin

To appoint _____, to the Planning Board as an alternate member to serve a three-year term to expire November 2, 2023.

To appoint _____, to the Planning Board as an alternate member to serve a three-year term to expire November 2, 2023.

- C. Business Shopping District
 - 1. Michael K. McKenzie

To concur with the City Manager's appointment of _____ to the Birmingham Shopping District Board, as a member who is a resident from an adjacent neighborhood, for a four-year term to expire November 16, 2024.

- D. Parks & Recreation
 - 1. Anne Lipp
 - 2. Claudia Sparschu
 - 3. Javon David
 - 4. Jim Cleary

To appoint _____ to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2022.

- E. Historic District Commission
 - 1. Dustin Kolo
 - 2. Cassandra McCarthy

To appoint _____, to the Historic District Commission as a regular member to serve the remainder of a three-year term to expire September 25, 2023.

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

- F. Board of Zoning Appeals
 - 1. Erin J. Rodenhouse

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expired 2/17/2023.

- G. Cablecasting
 - 1. MD Rabbi Alam

To appoint _____ to the Cablecasting Board as an alternate member to serve a three-year term expiring March 30, 2022.

To appoint _____ to the Cablecasting Board as a regular member to serve a three-year term expiring March 30, 2022.

- H. Multi Modal Transportation Board
 - 1. David Lurie

To appoint _____, as a Member at large from different geographical areas of the city to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2023.

To appoint _____, as a regular member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2022.

I. Public Arts Board

1. Peggy Diatch

To appoint _____ to the Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2023.

To appoint _____ to the Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2022.

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.

- A. Resolution approving the City Commission meeting minutes of November 9, 2020.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated November 11, 2020, in the amount of \$1,404,934.85.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated November 18, 2020, in the amount of \$270,913.86.
- D. Resolution to award the Barnum Park Electrical Additions project to MHM Construction, in the amount not to exceed \$75,286.96, to be funded from account 401-751.001-981.0100 and further; to approve the appropriation and amendment to the fiscal year 2020-2021 General Fund and Capital Project Fund budgets as follows:

General Fund Revenues:

101-000.000-400.0000	Draw from Fund Balance	<u>\$45,290</u>
Total Revenue		<u>\$45,290</u>

Expenditures:

101-999.000-999.4010	Transfer to Capital Projects	<u>\$45,290</u>
Total Expenditures		<u>\$45,290</u>

Capital Projects Fund Revenues:

401-000.000-400.0000	Draw from Fund Balance	\$30,000
401-751.001-699.0101	Transfer from General Fund	<u>45,290</u>
Total Revenue		<u>\$75,290</u>

Expenditures:

101-751.001-981.0100	Public Improvements – Parks	<u>\$75,290</u>
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Total Expenditures

\$75,290

In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Birmingham upon receipt of the required insurances.

- E. Resolution approving a request from the Birmingham Bloomfield Art Center to hold Art Birmingham in Shain Park and on surrounding streets on May 8-9, 2021 contingent upon compliance with all permit and insurance requirements, as well as payment of all fees and, further pursuant to any minor modifications 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.
- F. Resolution approving a request from the Chabad Jewish Center of Bloomfield Hills to display the Shain Park Menorah on December 10-19, 2020, with a special gathering to be held on December 13, 2020 beginning at 4:30 pm in Shain Park, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications 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.
- G. Resolution approving a request from the Birmingham Memorial Day Committee to hold the Memorial Day Service in Shain Park on May 31, 2021 from 10:00 – 11:00 am, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications 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 cost sharing agreement with the Road Commission for Oakland County, agreeing to pay the City of Birmingham's share of the cost to replace the traffic signal at the intersection of Coolidge Highway and Maple Road, at a cost not to exceed \$75,000, to be charged to account number 202-303.001-971.0100. Also, to authorize the Mayor to sign the agreement on behalf of the City.
- I. Resolution authorizing the IT department to purchase the email backup solution and online backup storage from US Signal for a monthly cost of \$2525.60. Using funds from the IT account # 636-228.000-933.0600
- J. Resolution approving the intergovernmental agreement with Bloomfield Township for construction of the proposed fire hydrant connected to Birmingham's water supply system, and also to direct the Mayor to sign the agreement on behalf of the City.
- K. Resolution to accept the resignation of Dan Haugen from the Museum Board, thank him for his service, and direct the Clerk to fill the vacancy on the Museum Board.

VI. UNFINISHED BUSINESS

- A. Resolution to approve the employment agreement with Thomas M. Markus to serve as City Manager effective January 1, 2021.

VII. NEW BUSINESS

- A. FY 2019-20 Audit Presentation
- B. 1st Quarter Finances
- C. Resolution to receive the 2021 proposed budget from the 48th District Court; and further, to approve the budget as submitted.
- D. Resolution to approve the continuation of free parking in all structures through March 31, 2021.
- E. Resolution to direct the proposed ordinance amendments Chapter 126, Zoning, Article 4, Section 4.44 to the Planning Board for their review and recommendation.
- F. Commission Discussion on items from prior meeting.
- G. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. 1st Quarter 2020-21 Budget Report
 - 2. 1st Quarter 2020-21 Investment Report
 - 3. Parking System Update

INFORMATION ONLY

XI. ADJOURN

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

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



NOTICE OF INTENTION TO APPOINT TO DESIGN REVIEW BOARD

At the regular meeting of Monday, November 23, 2020, the Birmingham City Commission intends to appoint one regular member to the Design Review Board to serve the remainder of a three-year term to expire September 25, 2023, and two alternate members to serve the remainder of three-year terms to both expire September 25, 2022.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, November 18, 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 Design Review Board is to advise the City Commission in regard 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.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications <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.
Dustin Kolo	Resident
Samantha Cappello	Resident
Kathleen Kriel	Resident

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

SUGGESTED ACTION:

To appoint _____, as a regular member to serve the remainder of a three-year term to expire September 25, 2023.

To appoint _____, as an alternate member to serve the remainder of a three-year term to expire September 25, 2022.

To appoint _____, as an alternate member to serve the remainder of a three-year term to expire September 25, 2022.



DESIGN REVIEW BOARD

Ordinance #1882

Terms: 3 years

Members: One member of the Design Review Board shall be an architect duly registered in this state, if such person is available. The other 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.

Duties: The function and duty of the Design Review Board is to advise the city commission in regard 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.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Debbrecht 564 Frank St.	Gigi	(248) 882-9906 <i>gigidebbrecht@yahoo.com</i>	12/10/2018 Real estate	9/25/2021
Deyer 1283 Buckingham	Keith	(248)642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006 Engineer	9/25/2023
Dukas 1352 Suffield	Natalia	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013 Finance	9/25/2022
Henke 724 South Bates	John	(248) 789-1640 <i>jwhenke@aol.com</i>	9/25/2006 Historical preservation organization member	9/25/2021
Lang 1023 Floyd St.	Patricia	(248) 540-0991 <i>pal.family.friends@gmail.com</i>	12/10/2018	9/25/2021

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
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Vacant				9/25/2023
Vacant			Alternate	9/25/2022
Vacant			Alternate	9/25/2022

Willoughby	Michael	(248) 760-8903	3/22/2010	9/25/2022
667 Greenwood			Architect	
		<i>mwilloughby@mwa-architects.com</i>		



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 Design Review Board

Specific Category/Vacancy on Board 1 Regular Member (see back of this form for information)

Name Dustin Kolo Phone 248-935-3651

Residential Address 851 Ann St Email dustinkolo@gmail.com

Residential City, Zip 48009 Length of Residence 14 Months

Business Address _____ Occupation RVP

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I would like to participate in ensuring that we maintain adherence to the standards that make our city beautiful and a great place to live.

List your related employment experience As a leader at a Fortune 500 company, I have a demonstrated ability to work with multiple parties while ensuring that decisions and outcomes adhere to an overall agreed upon plan.

List your related community activities In addition to participating in community events, I am a moderator on Nextdoor and active member of my neighborhood.

List your related educational experience BS Natural Resources and the Environment. BA, Economics. University of Michigan.

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

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

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

Dustin Kolo
Signature of Applicant

10/05/2020
Date



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 Design Review Board

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

Name Samantha Kristen Cappello

Phone 248-914-2930

Residential Address 160 Larchlea Drive

Email samanthacappello@yahoo.com

Residential City, Zip Birmingham, 48009

Length of Residence 4 months

Business Address Quicken Loans

Occupation Mortgage Underwriter

Business City, Zip Detroit MI, 48226

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
I specifically have worked on improving and devoping design

List your related employment experience Worked on a design campaign for Heartland Builders, LLC and Rocket Pies of Grand Rapids on their design and marketing plans.

List your related community activities _____

List your related educational experience Grand Valley State University Bachelors of Science in Advertising and Public Relations minor in Communications

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

samantha cappello
Signature of Applicant

10/12/2020
Date



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 Design Review Board

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

Name Kathleen Kriel

Phone 312-757-9654

Residential Address 340 Wimbeldon Dr.

Email Kathleenmtighe@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 9 months

Business Address NA

Occupation NA

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied new to the area:
- having lived in the city of Chicago (Lincoln Park & Historic Old town) seems a good fit + my professional background compliments what I think would help.

List your related employment experience 22 years Account Management for Beauty/cosmetics company City

List your related community activities We moved to Birmingham in March 2020 so very much looking to be involved in the community from all angles.

List your related educational experience BA Business Duquesne University - PA

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

Kathleen Kriel
Signature of Applicant

11/12/2020
Date



NOTICE OF INTENTION TO APPOINT TO PLANNING BOARD

At the regular meeting of Monday, November 23, 2020, the Birmingham City Commission intends to appoint two alternate members to serve three-year terms to expire November 2, 2023. Members must consist of an architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and the remaining 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 must be residents of the City of Birmingham.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 18, 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.

PLANNING BOARD DUTIES

The Planning Board consists of seven regular and two alternate members who serve three-year terms without compensation. The board meets at 7:30 P.M. on the second and fourth Wednesdays of each month to hear design reviews, zoning ordinance text amendments and any other matters which bear relation to the physical development or growth of the city.

Specifically, the duties of the Planning Board are as follows:

1. Long range planning
2. Zoning ordinance amendments
3. Recommend action to the city commission regarding special land use permits.
4. Site plan/design review for non-historic properties
5. Joint site plan/design review for non-residential historic properties
6. Rezoning requests.
7. Soil filling permit requests
8. Requests for opening, closing or altering a street or alley

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications Building owner in the Central Business or Shain Park Historic District. Other 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 must be residents of the City of Birmingham.
Jason Emerine	Civil Engineer
Nasseem Ramin	Attorney

SUGGESTED ACTION:

To appoint _____, to the Planning Board as an alternate member to serve a three-year term to expire November 2, 2023.

To appoint _____, to the Planning Board as an alternate member to serve a three-year term to expire November 2, 2023.

PLANNING BOARD

Chapter 82 – Section 82-27 – Seven Members

Job Requirements: An architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and remaining members, must 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.

Terms: Three Years

Appointment by City Commission

Meeting Schedule: Second and Fourth Wednesday of the month at 7:30 PM.

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address	E-Mail			
Boyce 179 Catalpa	Janelle <i>jlwboyce@hotmail.com</i>	(248) 321-3207	12/10/2007 Design profession	3/28/2023
Boyle 840 Wimbledon	Robin <i>r.boyle@wayne.edu</i>	(248) 961-1514	4/19/2004 Planning Professor	3/28/2022
Clein 1556 Yosemite	Scott <i>s.clein@comcast.net</i>	(248) 203-2068	3/22/2010 Civil Engineer/Urban Design	3/28/2022
Emerine 720 Bennaville Ave.	Jason <i>je@seiberkeast.com</i>	(312) 371-9398	5/14/2018 Alternate	11/2/2020
Hesler 1940 Yosemite Blvd.	Rachel <i>rachel.hesler.03@gmail.com</i>	(248)636-6436	2/10/2020 Student	12/31/2020

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Jeffares 1381 Birmingham Blvd	Stuart	(248) 321-2120 <i>stuartjeffares@gmail.com</i>	12/14/2015 Real Estate profession	3/28/2021
Koseck 2441 Dorchester	Bert	(248) 302-4018 <i>bkoseck@comcast.net</i>	10/12/2009 Architect	3/28/2023
Lee 2071 Langham Dr.	June	(248)245-8093 <i>june.lee.935@gmail.com</i>	2/10/2020 Student	12/31/2020
Ramin 1701 Maryland	Nasseem	(248) 765-9446 <i>nramin@dykema.com</i>	11/20/2017 Alternate/Attorney	11/2/2020
Share 1040 Gordon Lane	Daniel	(248) 642-7340 <i>dshare@bsdd.com</i>	11/24/2014 Building Owner	3/28/2021
Williams 1421 Stanley	J. Bryan	(248) 420-3522 (248) 433-7289 <i>jwilliams@dickinsonwright.com</i>	4/16/2007 Attorney	3/28/2021

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **PLANNING BOARD**

Year: **2020**

Members Required for Quorum:

MEMBER NAME	1/8	1/22	2/12	2/27	3/11	4/22	5/13	5/27	6/10	6/24	7/8	7/22	8/12	8/26	9/9								SPEC MTG	SPEC MTG	Total Mtg. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																											
Janelle Boyce	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P										15	0	100%
Robin Boyle	A	A	P	A	P	P	P	P	P	A	P	P	P	P	A										10	5	67%
Scott Clein	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P										15	0	100%
Stuart Jeffares	P	A	P	P	P	P	P	P	P	P	P	P	P	P	P										14	1	93%
Bert Koseck	P	P	P	A	P	P	P	P	P	P	P	P	P	P	A										13	2	87%
Daniel Share	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P										15	0	100%
J. Bryan Williams	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P										15	0	100%
																									0	0	#DIV/0!
																									0	0	#DIV/0!
ALTERNATES																											
Naseem Ramin	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P										15	0	100%
Jason Emerine	P	P	P	P	P	P	P	A	P	P	P	P	P	P	P										14	1	93%
Rachel Hester (Stdnt)	NA	NA	NA	P	A	A	A	A	P	P	P	P	P	P	P										8	4	67%
June Lee (Stdnt)	NA	NA	NA	P	P	A	A	P	A	A	A	A	A	P	P										5	7	42%
																								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: **PLANNING BOARD**

Year: **2019**

Members Required for Quorum:

Members Required for Quorum:																								Total	Total	Percent	
MEMBER NAME	1/9	1/23	2/13	2/27	3/13	3/27	4/10	4/24	5/8	5/22	6/12	6/26	7/10	7/24	8/14	8/28	9/11	9/25	10/23	11/13	12/11	SPEC MTG	SPEC MTG	Mtgs. Att.	Absent	Attended Available	
REGULAR MEMBERS																									4	0	100%
Janelle Boyce	P	P	P	P																					3	1	75%
Robin Boyle	P	P	A	P																					4	0	100%
Scott Clein	P	P	P	P																					4	0	100%
Stuart Jeffares	P	P	P	P																					4	0	100%
Bert Koseck	P	P	P	P																					4	0	100%
Daniel Share	P	P	P	P																					3	1	75%
J. Bryan Williams	P	P	A	P																					0	0	#DIV/0!
																									0	0	#DIV/0!
ALTERNATES																									0	4	0%
Nassem Ramin	A	A	A	A																					3	1	75%
Jason Emerine	P	P	A	P																					1	0	100%
John Utley (Student)	NA	NA	NA	P																					0	1	0%
Sophia Trimble (Studnt)	NA	NA	NA	A																					0	1	0%
	8	8	5	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				

KEY:

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



 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **PLANNING BOARD**

Year: **2018**

Members Required for Quorum:

MEMBER NAME	1/10	1/24	2/21	2/28	3/14	3/28	4/11	4/25	5/9	5/23	6/13	6/27	7/11	7/25	8/8	9/12	10/10	10/24	11/14	11/28	12/12	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																										
Janelle Boyce	P	P	NM	P	P	P	P	A	P	P	P	P	P	P	A	A	P	P	P	P	P			17	3	85%
Robin Boyle	P	P	NM	P	A	P	P	P	A	P	P	P	A	P	P	P	P	P	P	P	P			17	3	85%
Scott Clein	P	P	NM	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			20	0	100%
Stuart Jeffares	P	P	NM	P	P	P	P	P	P	P	P	P	P	A	P	P	P	P	P	P	P			19	1	95%
Bert Koseck	P	P	NM	P	P	P	P	P	A	P	P	P	A	P	P	P	P	P	P	A	P			17	3	85%
Daniel Share	NA	NA	NM	NA	NA	NA	P	P	P	A	P	A	P	A	A	A	P	P	P	P	P			10	5	67%
J. Bryan Williams	P	P	NM	P	P	P	P	P	P	P	A	A	P	P	P	P	P	P	A	P	P			17	3	85%
																								0	0	#DIV/0!
Sam Fogel (Student)	NA	NA	NM	P	A	A	A	P	A	A	A	A	A	A	A	A	A	A	A	A	A			2	16	11%
ALTERNATES																										
Nassem Ramin	P	P	NM	P	P	P	A	P	A	A	P	P	P	P	P	P	A	A	A	A	A			12	8	60%
Jason Emerine	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P	P	P	P			12	0	100%
Ellie McElroy (Student)	NA	NA	NM	P	P	A	P	A	P	A	A	A	A	A	A	P	A	A	A	A	A			6	12	33%
Madison Daminato(St.)	NA	NA	NM	P	A	A	A	P	P	A	A	A	A	A	A	P	A	A	A	A	A			4	14	22%
Present or Available	7	7	0	10	7	7	8	9	7	7	8	7	7	7	8	8	8	8	8	7	8	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?	<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 Planning Board

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

Name Jason Emerine

Phone 312-31-9398

Residential Address 720 Bennaville Ave

Email je@seiberkeast.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 3 years

Business Address 100 MainCentre, Suite 10

Occupation Civil Engineer

Business City, Zip Northville, MI 48167

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

Currently an Alternate Planning Board member. I am a licensed Professional Engineer and Certified Flood Plain Manager. I own a civil engineering firm located in Northville, MI.

I continually prepare site plan applications for developers and work with community officials in SE Michigan to process those applications.

List your related employment experience Seiber Keast Engineering, Principal, 15 years

Previous Employment - Exponent Inc., Project Management, Scheduling Consultant and Expert Witness - 3 years


List your related community activities Planning Board Alternate Member. Member of the Ad Hoc Unimproved Street Committee.

List your related educational experience BS Civil Engineering, Michigan State University, 2002.

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

10/20/2020

Date



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<div style="border: 2px solid red; padding: 2px;">Will Attend /</div>	Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Planning Board
Specific Category/Vacancy on Board Alternate Member (see back of this form for information)
Name Nasseem S. Ramin Phone 248.765.9446
Residential Address 1701 Maryland Boulevard Email * nramin@dykema.com
Residential City, Zip Birmingham, 48009 Length of Residence 7 years
Business Address 400 Renaissance Center Occupation Attorney
Business City, Zip Detroit, 48243

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I have
enjoyed being an alternate member of the Planning Board the last three years and am well versed in the ongoing
deliberations regarding the Master Plan, as well as the City's planning and development issues generally.

List your related employment experience 10+ years of legal practice (commercial litigation), including
real estate, development, finance, and land use

List your related community activities Detroit Metropolitan Bar Association & Federal Bar Association

List your related educational experience BA - University of Michigan; MA, American University; and
JD, American University

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

Nasseem S. Ramin

Digitally signed by: Nasseem S. Ramin
DN: CN = Nasseem S. Ramin email = nramin@dykema.com C = US
Date: 2020.11.11 11:01:18 -0500

Signature of Applicant

Date

11/11/20

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 BIRMINGHAM SHOPPING DISTRICT BOARD

At the regular meeting of Monday, November 23, 2020 the Birmingham City Commission intends to appoint one regular member to the Birmingham Shopping District Board to serve a four-year term to expire November 16, 2024.

The goal of the shopping district board shall be to promote economic activity in the principal shopping districts of the city by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. (Section 82-97(a)) The board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the city commission from the financing methods specified in this article. (Section 82-97(b)).

The shopping district board shall consist of 12 members. One member shall be the City Manager, one shall be a resident of an area designated as a principal shopping district, and one shall be a resident of an adjacent residential area. A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district.

The ordinance states that the City Manager will make the appointment with the concurrence of the City Commission.

Interested persons may submit a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, November 18, 2020. These documents will appear in the public agenda.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be representatives of businesses located in the district.
Michael Mckenzie	Resident

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

SUGGESTED RESOLUTION:

To concur with the City Manager's appointment of _____ to the Birmingham Shopping District Board, as a member who is a resident from an adjacent neighborhood, for a four-year term to expire November 16, 2024.



BIRMINGHAM SHOPPING DISTRICT BOARD

Ordinance 1534 - Adopted September 14, 1992

The Board shall consist of 12 members as follows:

- City Manager.
- Resident from an area designated as a principal shopping district.
- Resident from an adjacent residential area.
- A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district.
- The remaining members shall be representatives of businesses located in the district.

4-Year Terms

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Astrein	Richard	(248) 399-4228	11/16/1992	11/16/2021
13125 Ludlow		(248) 644-1651	Interest in Property Located in District	
Huntington Woods	48070	<i>richard@astreins.com</i>		
Eid	Samy	(248) 840-8127	11/14/2016	11/16/2021
2051 Villa, Apt. 303			Interest in Property Located in District	
Birmingham	48009	<i>samyeid@mac.com</i>		
588 S. Old Woodward				
Birmingham	48009			
Fehan	Douglas	(248)705-3000	12/14/1992	11/16/2020
833 Hazel			District Resident	
Birmingham	48009	<i>godug@aol.com</i>		

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Hockman PO Box 936 Birmingham	Geoffrey 48012	(248) 431-4800 <i>jeff.hockman.mec@gmail.com</i>	11/16/1992 Business Operator	11/16/2022
Kay 168 South Old Woodward Birmingham	Zachary 48009	(248) 220-4999 <i>zak@shopfoundobjects.com</i>	7/9/2018 Business Operator	11/16/2023
Lundberg 494 Whippers In Court Bloomfield Hills 210 S. Old Woodward Birmingham	Jessica 48304 48009	(248) 766-8696 <i>krddovs@rivagedayspa.com</i>	12/9/2019 Business Operator	11/16/2022
Pohlod 1360 Edgewood Birmingham 912 South Old Woodward Birmingham	Amy 48009 48009	(248) 219-5042 <i>amypohlod@hotmail.com</i>	7/25/2016 Interest in Property Located in District	11/16/2022
Quintal 880 Ivy Lane Bloomfield Hills 112 Peabody St Birmingham	Steven 48304 48009	248-642-0024 <i>steve@fullercentralpark.com</i>	12/8/2003 Member greater than 5% total sq ft in SAD 1.	11/16/2023

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Roberts	William	(248) 463-8606 (248) 646-6395 <i>BR@RobertsRestaurantGroup.com</i>	11/10/1997 Business Operator	11/16/2021
410 Whippers in Court Bloomfield Hills 273 Pierce Birmingham	48304 48009			
Surnow	Sam	(248) 877-4000 (248) 865-3000 <i>sam@surnow.com</i>	11/23/2015 Interest in Property Located in District	11/16/2023
320 Martin, Ste. 100 Birmingham	48009			
VACANT				11/16/2023 Resident from Adjacent neighborhood
Valentine	Joseph	(248) 530-1809 <i>jvalentine@bhamgov.org</i>	City Manager	2/22/2222
151 Martin Birmingham	48009			



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 Birmingham Shopping District Board

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

Name Michael K McKenzie

Phone (312) 785-4906

Residential Address 2123 Windemere Rd

Email * mike-mckenzie@mac.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 2 yrs. 6 months

Business Address /

Occupation Chief of Staff, Global Alignment (PwC)

Business City, Zip /

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 See attached

List your related community activities See attached

List your related educational experience See 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

Michael K McKenzie
Signature of Applicant

9/29/2020
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 carlt@bhamgov.org or by fax to 248.530.1080.

Updated 12/02/19

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

My entire career has focused on assessing markets for strategic growth opportunities and risks. I have seen first-hand in Chicago how the right mix of businesses can anchor a neighborhood and become a magnet for attracting the successful and diverse families that serve as self-reinforcing engines of economic activity and make a community vibrant.

As a member of the Birmingham Shopping District Board I want to actively participate in identifying and deliberating how to attract and retain the ideal alchemy of local and national retail, dining, and entertainment options in the BSD so that it continues to thrive as a differentiated, family-friendly, downtown.

I believe there is a significant opportunity for Birmingham to capitalize on its open-air advantage relative to Somerset, by fostering a greater sense of place in our downtown shopping district, to recruit anchor tenants and the community-defining brands of the future.

In the "new normal," it will become increasingly important to support our existing tenants by helping them embrace the future of retail, better engage with the community, all while nurturing a diverse and inclusive shopping district.

I am confident that through a thoughtful and deliberate approach to district programs, we can evolve with the shifting "wants" and "needs" of the consumer to increase our resiliency and ensure Birmingham is the preeminent regional downtown shopping and entertaining destination where daily needs are also woven into the fabric of our community.

List your related employment experience

I joined PricewaterhouseCoopers (PwC) in 2002, and have served in various roles in Detroit, Los Angeles, and Chicago advising internal and external clients on growth strategies. In my current role, I serve as the chief of staff for PwC's Global Alignment leader, where I use quantitative and qualitative analytics to better inform global leadership decision-making and help drive regional strategy initiatives. I have attached a copy of my resume for your reference.

List your related community activities

Outside of youth sports for my children, I have been a member of the Birmingham Shopping District Business Development committee for nearly two years. During my time on the committee, I have actively contributed to the development of retention and recruitment initiatives. For example, in February 2020 I developed a tenant recruitment pitch deck based on current retail trends and recommended targeting two specific cohorts of retailers: 1) Online retailers who were aggressively opening physical storefronts; (e.g., Bonobos, Indochino, etc.); 2) The emerging crop of premier retailers who deliver highly differentiated or experiential offerings to customers (e.g., M.M. Lafleur, Reformation, etc.).

List your related educational experience

I hold a Bachelor of Arts degree in International Relations, with a specialization in Economics, from James Madison College at Michigan State University. My post-graduate continuing education has focused on building my data science acumen.

MICHAEL K. MCKENZIE

CONTACT



+1.312.785.4906



mike_mckenzie@mac.com



2123 Windemere Rd.
Birmingham, MI 48009

EDUCATION

**B.A. in International Relations,
Specialization in Economics**
James Madison College:
Michigan State University
East Lansing, MI | 2002

**Executive Data Science
Specialization**
John Hopkins University
Coursera | 2016

SKILLS

- Business Case Development
- Commercial Due Diligence
- Competitive Intelligence
- Data & Analytics
- Data Visualization
- G Suite
- Geopolitical Risk
- Growth Strategy
- Macroeconomics
- Market Analysis
- MS Office Suite
- Strategic Planning
- Thought Leadership

PROFILE

- Globally-minded strategy professional with a proven ability to utilize strong creative and analytical skills to solve complex, and often ambiguous, problems for leadership
- Thrive in fast-paced, collaborative environments and relentlessly pursue pragmatic, quality, and actionable insights that enhance strategic decision-making
- Embody acumen-driven leadership, with experience directing cross-functional teams to help build indispensable analytic solutions
- Intellectually curious and highly agile individual who is consistently recognized as a high-performer

EXPERIENCE

Director, Chief of Staff | Global Alignment

PricewaterhouseCoopers (PwC) | Detroit, MI | 2020 - Present

- Collaborate with territory and global leadership teams to ensure strategic alignment with PwC Network priorities and standards.
- Drive effectiveness and efficiencies in the execution of regional initiatives
- Perform portfolio analysis to better maximize the value of the businesses
- Conduct ad hoc strategic analysis in support of identifying opportunities and potential threats for global leadership
- Coordinate corporate development activities between territories and the PwC Network

Director, Strategic Intelligence | Analytic Insights

PricewaterhouseCoopers (PwC) | Detroit, MI | 2015 - 2020

- Generate differentiated competitive, macroeconomic, and geopolitical intelligence aligned to key business issues, such as assessing the implications of the US-China trade war and AsiaPacific regional economic linkages, for partners to engage more meaningfully with clients and influence the firm's success in the market
- Increase confidence in leadership decision-making by rigorously interrogating the external environment through structured quantitative and qualitative methods to deliver market sizing and diligence on multiple Consulting verticals (e.g., Consumer Markets, Industrial Products, Forensics) and solutions (e.g., Global Trade Services)
- Work collaboratively with Global Alignment stakeholders to utilize analytics to enhance data-driven decision-making and elevate the quality of strategic leadership in PwC member firms
- Manage a data science team to perform a predictive modeling process that consistently forecasts PwC firm revenue within 1 percent and translate the results into actionable insights for Finance and US leadership team members
- Lead a nimble team of economists responsible for monitoring and analyzing macroeconomic events and formulating relevant and value-adding viewpoints for PwC practitioners

Senior Manager, Research & Analytics | Global Strategy

PricewaterhouseCoopers (PwC) | Chicago, IL | 2010 - 2015

- Contributed to the business case development for greater regional alignment and coordination among PwC member firms in Africa, Latin America, Caribbean, Southeast Asia, and Japan.

INTERESTS

Certified wine professional
WSET Level 2: Wine and Spirits
(2016)

Long distance runner
Marathon (3:27 PR)
Half marathon (1:36 PR)

Birmingham Shopping District
Business Development
committee member

Hot air balloon crew chief

- Delivered issue-based analysis to PwC's senior leadership team to improve business decision-making on topics ranging from modeling the implications of EU regulatory reforms to evaluating the economic environment in growth market territories
- Collaborated with global teams to source, scope, and structure over 20 strategic projects designed to solve complex business issues as the capstone component of PwC's global leadership development program
- Co-managed an 8 month project composed of senior partners from the PwC Network tasked with articulating an evolved human capital vision by compiling research, facilitating working sessions in Shanghai and London, and preparing insightful deliverables for an audience which included PwC's chairman
- Conducted onsite due diligence to assess the market viability of PwC's Bangladesh cooperating firm as the sole Global Strategy representative and developed a politically sensitive strategy for their future alignment with PwC

Senior Consultant, Deals Strategy | Advisory

PricewaterhouseCoopers (PwC) | Chicago, IL | 2009 - 2010

- Provided commercial due diligence services to prominent private equity clients by conducting quantitative analysis of market and company data, including modeling of market share and revenue, analyzing the sustainability of competitive advantages
- Supplied expertise-based market intelligence and insights as a member of an integrated project team focused on the automotive and retail and consumer sectors
- Built and implemented strategy frameworks to identify the most attractive acquisition targets or growth strategies for clients based on their unique requirements
- Translated management objectives into comprehensive market participation and growth strategies through an understanding of customer key purchase criteria, competitor capability benchmarking, and the identification of critical factors to successfully compete in new and existing markets
- Frequently interviewed and interacted with C-suite and senior management

Manager, PwC AUTOFACTS

PricewaterhouseCoopers (PwC) | Los Angeles, CA | 2007 - 2009

- Served as North America lead analyst, providing comprehensive point-of-view analysis and strategic advisement on automotive industry trends, competitive issues, forward product strategies, and regional oversight of vehicle volume forecasting
- Managed the AUTOFACTS industry point-of-view and thought leadership development, including the design and delivery of a monthly publication distributed globally to more than 12,000 automotive professionals
- Spoke frequently at automotive industry conferences and executive client meetings around the world, presenting on topics ranging from strategic market outlooks to evaluating specific product programs and identifying and advising on tactical risk
- Generated customized, issue-based, company analysis to assist in firm pursuit efforts and facilitate effective client interactions in the automotive sector

Senior Associate, PwC AUTOFACTS

PricewaterhouseCoopers (PwC) | Detroit, MI | 2002 - 2007

- Responsible for tracking, analyzing, and forecasting global vehicle manufacturers and managed strategic analysis for sub-regional coverage of China and India
- Delivered quantitative and qualitative support to PwC's Transaction Services team



NOTICE OF INTENTION TO APPOINT TO PARKS AND RECREATION BOARD

At the regular meeting of Monday, November 23, 2020, the Birmingham City Commission intends to appoint one alternate member to serve the remainder of a three-year term to expire March 13, 2022.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 18, 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 and two alternate members who serve for three-year terms without compensation. The goal of the board is to promote a recreation program and a park development program for the City of Birmingham. The Board shall recommend to the City Commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

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

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

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members must be electors (registered voters) of the City of Birmingham.
Anne Lipp	Attorney
Claudia Sparschu	Electrical Engineer General Motors
Javon David	Attorney
Jim Cleary	Retired College Professor

SUGGESTED ACTION:

To appoint _____ to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2022.

PARKS AND RECREATION BOARD

Article II, Section 78

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

Seven regular members, Three-year Terms, Appointed by the City Commission

Two alternate members, Three-year Terms, Appointed by the City Commission

Members must be electors of the City of Birmingham

Meetings held the first Tuesday of each month at 6:30 PM.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Carmona 887 Lakeview Ave.	Heather	(248) 867-1346 <i>htcarmona@sbcglobal.net</i>	3/12/2018 Registered Voter	3/13/2021
Collins 958 Pleasant	Susan	(248) 761-6873 <i>sbdcollins@comcast.net</i>	3/9/2020 Registered Voter	3/13/2021
Graham 884 Knox	Pam	(248) 408-6277 <i>pamcracker@gmail.com</i>	1/13/2020 Registered Voter	3/13/2023
Kaplan 635 Oak	Ross	(248) 645-6526 <i>rkaplan@neumannsmith.com</i>	10/22/2007 Registered Voter in Birmingham	3/13/2023

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
LaBelle 1394 Westwood Dr.	Jeffrey	(312) 835-9287 <i>labejef@gmail.com</i>	3/9/2020 Alternate	3/13/2023
Noble 1160 Lake Park Dr.	Eleanor	(248) 417-7777 <i>elliecnoble@hotmail.com</i>	7/10/2017 Registered Voter in Birmingham	3/13/2023
Pulis 824 Wimbledon Dr.	Dominick	(586) 381-5831 <i>dompulis@hotmail.com</i>	3/25/2019 Registered Voter in Birmingham	3/13/2022
Rusche 358 Henley St.	John	(248) 731-7068 <i>jprusche@aol.com</i>	9/6/2018 Registered Voter in Birmingham (was Alt)	3/13/2021
VACANT			Alternate	3/13/2022
Watkinson 1142 Maryland Blvd.	James Hayden	(248)770-6184 <i>jhw2@bps-schools.com</i>	2/10/2020 Student	12/31/2020

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Windsor	Mallory	(248)433-6633		12/31/2020
1391 Stanley Blvd.			Student	
		<i>malmalwindsor@gmail.com</i>		



OFFICE USE ONLY	
Meets Requirements?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> 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 Parks and Recreation Board
Specific Category/Vacancy on Board Registered to Vote in Birmingham (see back of this form for information)
(Alternate)
Name Anne C. Lipp Phone 248-225-0136
Residential Address 2682 Buckingham Email aecubera@gmail.com
Residential City, Zip Birmingham, MI 48009 Length of Residence 27 years
Business Address 310 E. Maple Third Floor Occupation attorney
Business City, Zip Birmingham, MI 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I grew up in Birmingham and skated at our rink for 13 years (competitively). My two daughters now skate and take advantage of all the parks.

List your related employment experience Attorney at Lippitt O'Keefe for 9 years practicing in many areas involving government approvals; construction inspector for Royal Oak 2006-2008

List your related community activities Kids in Learn to Skate classes; frequent use of parks

List your related educational experience Seaholm High School grad (member of figure skating team); BS Civil Engineering (Notre Dame); JD (MSU Law)

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

Anne C Lipp
Signature of Applicant

9/24/20
Date



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 PARKS AND RECREATION BOARD ALTERNATE MEMBER
Specific Category/Vacancy on Board Registered to vote in B'Ham (see back of this form for information)
Name CLAUDIA SPARSCHU Phone 248-982-8288
Residential Address 1240 WEBSTER ST. Email csparschu@yahoo.com
Residential City, Zip BIRMINGHAM 48009 Length of Residence 4 years
Business Address — Occupation ELECTRICAL ENGINEER
Business City, Zip — GENERAL MOTORS

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
I AM A BIRMINGHAM RESIDENT AND WALK DAILY THROUGH PARKS AND NEIGHBORHOODS

List your related employment experience —

List your related community activities WOODWARD DREAM CRUISE VOLUNTEER

List your related educational experience —

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

Claudia Sparschu
Signature of Applicant

10/18/2020
Date



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 Parks and Recreation Board

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

Name Javon David

Phone 248-863-7330

Residential Address 1133 Bird Avenue

Email Javonhindo@gmail.com

Residential City, Zip Birmingham 48009

Length of Residence 3 years

Business Address 41000 Woodward Avenue

Occupation Attorney at Butzel Long

Business City, Zip Bloomfield Hills 48304

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied As a practicing attorney, my legal acumen, ability to resolve complex problems, and strong communication skills will aid in the efforts to develop and promote our city parks.

List your related employment experience I have served in numerous leadership positions throughout my career. I possess strong interpersonal skills, can analyze complex issues, and understand legal issues.

List your related community activities I am an active member of the community and believe that our parks are integral to the success and desirability of a city - now more than ever.

List your related educational experience I received a bachelor's degree in history from the University of Michigan-Dearborn. I received my Juris Doctor from the University of Detroit Mercy School of Law.

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.

Javon David
Digitally signed by Javon David
Date: 2020.11.09 10:23:43 -05'00'
Signature of Applicant

11-9-2020
Date



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 Parks and Recreation Board

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

Name Jim Cleary

Phone 248-840-8416

Residential Address 2001 Fairway

Email clearyjp@gmail.com

Residential City, Zip Birmingham, 48009

Length of Residence 30 years

Business Address _____

Occupation Retired College Professor

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
We have lived in Birmingham for 30 years. We've raised 3 girls through the Birmingham School System

List your related employment experience _____
30 years teaching Marketing and Advertising at Northwood U., Wayne State U. and Oakland U.

List your related community activities _____
Participated in the Birmingham Citizens Academy about three or four years ago.

List your related educational experience _____
1968 BBA, University of Notre Dame, 1986 MBA, Central Michigan University

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

11/10/2020
Date



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT COMMISSION

At the regular meeting of Monday, November 23, 2020, the Birmingham City Commission intends to appoint one regular member to the Historic District Commission to serve three-year terms to expire September 25, 2023 and two alternate members to serve the remainder of a three year term expiring September 25, 2022.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, November 18, 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.

Applicant(s) Presented For City Commission Consideration:

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

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

SUGGESTED ACTION:

To appoint _____, to the Historic District Commission as a regular member to serve the remainder of a three-year term to expire September 25, 2023.

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



HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

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

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

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Debbrecht	Gigi	(248) 882-9906 564 Frank St <i>gigidebbrecht@yahoo.com</i>	12/3/2018 realtor	9/25/2021
Deyer	Keith	(248) 642-6390 1283 Buckingham <i>kwdeyer@comcast.net</i>	9/25/2006	9/25/2023
Dukas	Natalia	(248) 885-8535 1352 Suffield <i>nataliadukas@yahoo.com</i>	9/9/2013	9/25/2022
Henke	John	(248) 789-1640 724 South Bates <i>jwhenke@aol.com</i>	9/25/2006 historical preservation organization member	9/25/2021
Lang	Patricia	(248) 540-0991 1023 Floyd St. <i>pal.family.friends@gmail.com</i>	12/3/2018	9/25/2021

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT			Alternate	9/25/2022
VACANT			Alternate	9/25/2022
VACANT				9/25/2023
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 architect	9/25/2022



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 Historic District Commission

Specific Category/Vacancy on Board 1 Regular Member (see back of this form for information)

Name Dustin Kolo

Phone 248-935-3651

Residential Address 851 Ann St

Email dustinkolo@gmail.com

Residential City, Zip 48009

Length of Residence 14 Months

Business Address _____

Occupation RVP

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied The rate of historic structures being replaced in the city is growing rapidly and I passionate about ensuring we are preserving the city's heritage and following guidelines outlined in the Master Plan

List your related employment experience As a leader at a Fortune 500 company, I have a demonstrated ability to work with multiple parties while ensuring that decisions and outcomes adhere to an overall agreed upon plan.

List your related community activities In addition to participating in community events, I am a moderator on Nextdoor and active member of my neighborhood.

List your related educational experience BS Natural Resources and the Environment. BA, Economics. University of Michigan.

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

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

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

Dustin Kolo
Signature of Applicant

10/05/2020
Date



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

Specific Category/Vacancy on Board 1 Regular Member (see back of this form for information)

Name Cassandra McCarthy

Phone 213 725 3934

Residential Address 1025 N. Glenhurst

Email mccassan@aol.com

Residential City, Zip Birmingham 48009

Length of Residence 3 years

Business Address _____

Occupation _____

Business City, Zip _____

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

Owned a landmark historical home for several years, and valued being a caretaker of history/historical home

List your related employment experience Historical research for film/television re: UCLA microfiche dept.

List your related community activities Committees for Cranbrook House as well as Hosting Events/Fundraising for Cranbrook

List your related educational experience My concentration in theatre allowed me to visit select theatre in America - AMAZING

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 [Signature]

Date 11/9/2020

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

Updated 12/02/19



NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, November 23, 2020 the Birmingham City Commission intends to appoint one alternate member to serve the remainder of a three-year term to expire 2/17/2023.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 18, 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.

Duties of Board

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

Applicant Name	Criteria/Qualifications
	Applicants shall be property owners of record and registered voters.
Erin Rodenhouse	Attorney

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

SUGGESTED ACTION:

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expired 2/17/2023.



BOARD OF ZONING APPEALS

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

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

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Canvasser 369 Kimberly	Jason	(248) 231-9972 <i>jcanvasser@clarkhill.com</i>	7/9/2018 Attorney	10/10/2023
Hart 2051 Villa	Kevin	(248) 4967363 <i>khartassociates@aol.com</i>	2/27/2012 Architect	10/10/2023
Lilley 648 Cherry Ct.	Richard	248-594-6737 <i>dicklilley@icloud.com</i>	9/6/2018 Business owner	10/10/2023
Lillie 496 S. Glenhurst	Charles	(248) 642-6881 <i>lilliecc@sbcglobal.net</i>	1/9/1984 Attorney	10/10/2022
Miller 544 Brookside	John	(248) 703-9384 <i>feymiller@comcast.net</i>	1/23/2012 Architect	10/10/2021
Morganroth 631 Ann	Erik	(248) 762-9822 <i>emorganroth@comcast.net</i>	10/12/2015 Real Estate/Builder	10/10/2021

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Reddy 763 Wallace	Ron	313-820-7491 <i>ron.reddy01@gmail.com</i>	2/11/2019 Alternate	2/17/2023
Rodriguez 333 Pilgrim	Francis	248-631-7933 <i>francis@korolaw.com</i>	12/10/2018 Attorney	10/10/2022
VACANT			Alternate	2/17/2023



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Board of Zoning Appeals

Specific Category/Vacancy on Board 1 alternate opening (see back of this form for information)

Name Erin J. Rodenhouse

Phone 248-952-4817

Residential Address 1117 Stanley Blvd

Email erinrodenhouse@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 11 yrs.

Business Address 9000 Town Center, Floor 9

Occupation Appellate Attorney

Business City, Zip Southfield, MI

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied As an appellate attorney who practices in both state and federal courts on a wide variety of corporate issues, I understand complex legal issues and the importance of thoughtful and fair appellate review.

List your related employment experience Appellate Attorney at Collins Einhorn Farrell PC

List your related community activities I have two children at Seaholm High School and am involved with their activities.

List your related educational experience BA in French and English, Hope College; JD, University of Detroit Mercy School of Law.

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.

/s/ Erin J. Rodenhouse
Signature of Applicant

11/11/2020
Date



NOTICE OF INTENTION TO APPOINT TO THE CABLECASTING BOARD

At the regular meeting of Monday, November 23, 2020 the Birmingham City Commission intends to appoint one regular member to serve the remainder of a three-year term expiring March 30, 2022, and one alternate member to serve the remainder of a three-year term expiring March 30, 2022. Applicants must be residents of the City of Birmingham.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 18, 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.

Duties of the Cablecasting Board

- 1) Advise the municipalities on matters relating to cable communications;
- 2) Monitor the franchisee's compliance with the franchise agreement and the cable communications ordinance;
- 3) Conduct performance reviews as outlined in Chapter 30, Article VII of the city code;
- 4) Act as liaison between the franchisee and the public; hear complaints from the public and seek their resolution from the franchisee;
- 5) Advise the various municipalities on rate adjustments and services according to the procedure outlined in Chapter 30; Article VI
- 6) Advise the municipalities on renewal, extension or termination of a franchise;
- 7) Appropriate those moneys deposited in an account in the name of the cablecasting board by the member communities;
- 8) Oversee the operation of the education, governmental and public access channels;
- 9) Apprise the municipalities of new developments in cable communications technology;
- 10) Hear and decide all matters or requests by the operator (Comcast Cablevision);
- 11) Hear and make recommendations to the municipalities of any request of the operator for modification of the franchise requirement as to channel capacity and addressable converters or maintenance of the security fund;
- 12) Hear and decide all matters in the franchise agreement which would require the operator to expend moneys up to fifty thousand dollars;
- 13) Enter into contracts as authorized by resolutions of the member municipalities;
- 14) Administer contracts entered into by the board and terminate such contracts.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Must be a resident of Birmingham
MD Rabbi Alam	Resident

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

SUGGESTED ACTION:

To appoint _____ to the Cablecasting Board as a regular member to serve a three-year term expiring March 30, 2022.

To appoint _____ to the Cablecasting Board as an alternate member to serve a three-year term expiring March 30, 2022.



CABLECASTING BOARD

Chapter 30 - Section 30-226 - Birmingham City Code
Meeting Schedule: 3rd Wednesday of the month - 7:45 A. M

The Board shall consist of 12 members, which includes 7 members who are residents of the City of Birmingham. Each member community shall also appoint one alternative representative. (30-226)

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Abraham 898 Arlington	George	(248) 642-1257 <i>georgeabrahamjr@outlook.com</i>	5/14/2018 Birmingham resident	3/30/2021
Eick 559 Greenwood	R. David	(248) 231-8067 <i>eickhouse@comcast.net</i>	12/14/2015 Birmingham resident	3/30/2021
Fenberg 908 Chesterfield	Michael	(248) 310-7373 <i>michael.fenberg@bakertilly.com</i>	3/13/2017 Birmingham resident	3/30/2023
McLain 425 N Eton, #302	Elaine	(248) 225-9903 <i>ekmclain@gmail.com</i>	1/9/2006 Birmingham resident	3/30/2023
Shand 1645 Buckingham Ave.	Donovan	(248) 330-0747 <i>dgshand@gmail.com</i>	12/4/2017 Birmingham resident	3/30/2023

For Cable Inquires:

Cathy White 248-336-9445
P.O. Box 165, Birmingham, MI 48012

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

VACANT				3/30/2022
			Birmingham resident	

VACANT				3/30/2022
			ALTERNATE	

For Cable Inquires:

Cathy White 248-336-9445
P.O. Box 165, Birmingham, MI 48012



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Cablecasting Board

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

Name MD Rabbi Alam

Phone 816-372-1873

Residential Address 1528 Bowers St

Email info@mdalam.us

Residential City, Zip Birmingham, MI 48009

Length of Residence 5 years

Business Address 11515 Conant Ave

Occupation IT Manager, TV Producer

Business City, Zip Hamtramck, MI 48212

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

I live in this city. My two children are attending at Seaholm and one is attending Quorton Elementary. My wife is a BPS educator. I am a veteran of Iraq & Afghan war and I want to give back to my city.

List your related employment experience I am a TV Producer at Millennium TV and I broadcast and produce reports and journals

List your related community activities I am an active member of the Community. I am involved in Veteran family and communitywide programs

List your related educational experience I have an MBA in MIS where I have studied computer information and management of information system. I have academic knowledge of broadcasting and media.

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

MD Rabbi Alam
Signature of Applicant

11-10-2020

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 carl@bhamgov.org or by fax to 248.530.1080.

Updated 12/02/19



NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD

At the regular meeting of Monday, November 23, 2020, the Birmingham City Commission intends to appoint one Member at large from different geographical areas of the city to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2023, and 2 regular members to serve the remainder of a three-year term to expire March 24, 2022 .

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 18, 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.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the City. Applicants for this position do not have to be a qualified elector or property owner in Birmingham.

Duties of the Multi-Modal Transportation Board

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Traffic-focused education/experience, or urban planning, architecture or design education/experience.
David Lurie	Resident

SUGGESTED ACTION:

To appoint _____, as a Member at large from different geographical areas of the city to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2023.

To appoint _____, as a regular member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2022.



MULTI-MODAL TRANSPORTATION BOARD

Chapter 110, Sections 110-26 & 110-27

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the city. At least five Board members shall be electors or property owners in the city. The remaining Board members may or may not be electors or property owners in the City.

Term: Three years.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Haig 1814 Banbury St. Birmingham	Andrew 48009	(248) 506-9979 <i>ahjunkah@gmail.com</i>	3/9/2020 Member at large	10/27/2022
Peard 645 Suffield Birmingham	Thomas 48009	(248) 770-7761 <i>thomaspeard@yahoo.com</i>	1/13/2020 Urban Planning /Architecture /Design	3/24/2022
Schafer 1966 Fairway Birmingham	Katie 48009	(248) 835-5064 <i>schafekat@gmail.com</i>	3/13/2017 Pedestrian Advocate	3/24/2021

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

Slanga	Johanna	(248) 761-9567	5/5/2014	3/24/2022
4410 Charing Way			Traffic-Focus Education/Experience Member	
Bloomfield Hills	48304	<i>johannaslanga@gmail.com</i>		

VACANT				3/24/2022
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VACANT				3/24/2022
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VACANT				3/24/2023
			Member at large from different geographical areas of the city.	

White	Doug	(248) 825-2223	5/14/2018	3/24/2021
1342 Holland St.			Bicycle/Pedestrian Advocate	
Birmingham	48009	<i>dwhite10@peoplepc.com</i>		

Zane	Joseph	(248) 563-3381	12/10/2018	10/27/2022
1014 Chestnut St.			Alternate	
Birmingham	48009	<i>Joseph.Michael.Zane@gmail.com</i>		



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will Attend?	<input checked="" 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 Multi Modal Transportation Board
Specific Category/Vacancy on Board Member at Large or Alternate (see back of this form for information)
Name David Lurie Phone 248-224-0752
Residential Address 755 Lakeview Avenue Email dlurie2001@comcast.net
Residential City, Zip Birmingham 48009 Length of Residence 38 years
Business Address _____ Occupation Retired
Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied. I have lived in Birmingham for most of the past 60 years. I know almost every street and every neighborhood and have walked or biked nearly every street. I want a safe and vibrant pedestrian experience and a livable city.
List your related employment experience 40 years in corporate management, marketing and sales with a passion for solving problems

List your related community activities Former member of Cablecasting Board

List your related educational experience Michigan State University Bachelor of Science

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

David Lurie
Signature of Applicant

10/30/2020
Date



NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, November 23, 2020, the Birmingham City Commission intends to appoint two alternate members to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2023 and to expire January 28, 2022.

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

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

Interested citizens may apply for this position by submitting an application available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, November 18, 2020. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members shall, <u>in so far as possible</u> , represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.
	Residents of the City of Birmingham
Peggy Daitch	Resident

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 Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2023.

To appoint _____ to the Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2022.



PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

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

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

Objectives -

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

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Bishai 1173 Latham St. Birmingham	Natalie 48009	(248) 640-0088 <i>nlbishai@yahoo.com</i>	2/12/2018 Resident Member	1/28/2023
Eddleston 892 Purdy Birmingham	Jason 48009	(248) 703-3808 <i>jason28e@yahoo.com</i>	12/5/2016 Resident Member	1/28/2022
Heller 176 Linden Birmingham	Barbara 48009	(248) 540-1310 (313) 833-7834 <i>bheller@dia.org</i>	1/28/2002 Resident Member	1/28/2021
Neville 1516 E. Melton Birmingham	Monica 48009	(248) 321-1776 <i>monica.neville1@gmail.com</i>	2/27/2017 Resident Member	1/28/2021

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Ritchie 1455 South Eton Birmingham	Anne 48009	(248) 635-1765 <i>anneritchie7@yahoo.com</i>	9/12/2016 Resident Member	1/28/2022
VACANT			Alternate Member	1/28/2023
VACANT			Alternate Member	1/28/2022
VanGelder 3795 Loch Bend Commerce Twp.	Annie 48382	(248) 408-6132 <i>annievangelderen@bbartcenter.org</i>	1/13/2020 Artist/Major Cultural Institution	1/28/2023
Wells 588 Cherry Ct. Birmingham	Linda 48009	(248) 647-1165 <i>lawells126@gmail.com</i>	2/11/2013 Resident Member	1/28/2022



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

Public Arts Board

Specific Category/Vacancy on Board

alternate vacancy

(see back of this form for information)

Name

Peggy Datch

Phone

248-765-6377

Residential Address

777 Purdy St

Email

peggydatch@gmail.com

Residential City, Zip

Birmingham, MI 48009

Length of Residence

22 years

Business Address

Occupation

Business City, Zip

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

Please see attachment

List your related employment experience

Please see attachment

List your related community activities

Please see attachment

List your related educational experience

Please see attachment

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

Peggy Datch

Date

11/09/2020

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

Updated 12/02/19

Peggy Daitch
Application for City Board or Committee Addendum
November 11, 2020

Board/Committee of Interest : Public Arts Board

Specific Category/Vacancy on Board: Either of two alternate member positions

Name: Peggy Daitch

Address: 777 Purdy St. Birmingham, Mi 48009

Phone: 248-765-6377

Email: peggydaitch@gmail.com

Length of Residence: Birmingham – 29 years. This address: 22 years.

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied: My professional and volunteer experience has honed my critical thinking skills as well as the leadership capabilities to build consensus. My passion for art has informed my interests and my commitments throughout my life. I believe I could be very helpful in developing greater advocacy for public art among the various constituents, leveraging my marketing background to make public art a more significant and appreciated aspect of Birmingham's brand and value proposition.

List your related employment experience: Associate Director, Strategic Philanthropy, Ltd.; Vice President, Condé Nast Publications; Board of Directors, Sterling Bank & Trust; Vice President, DMB&B Advertising. Awards include induction into the *Adcraft Hall of Fame* and selection as *Ad Woman of the Year*.

List your related community activities: Executive Committee, Board of Governors, Cranbrook Art Academy and Museum; former board member, Founders' Junior Council, DIA; former member Michigan Arts Foundation, former board member, Jewish Federation of Metropolitan Detroit, former president, Hebrew Free Loan, first woman president of The Adcraft Club of Detroit, former member, Committee for Barnum Park.

List your related educational experience: Art History minor at University of Michigan and Universite de Grenoble, France.

BIRMINGHAM CITY COMMISSION AGENDA

NOVEMBER 9, 2020

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

VIRTUAL MEETING

MEETING ID: 655 079 760

Video Link: <https://vimeo.com/event/3470/videos/477383387/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandra Bingham, City Clerk Designee, called the roll.

Present: Mayor Boutros (location: Birmingham, MI)
Mayor Pro Tem Longe (location: Birmingham, MI)
Commissioner Baller (location: Birmingham, MI)
Commissioner Hoff (location: Birmingham, MI)
Commissioner Host (location: Birmingham, MI)
Commissioner Nickita (location: Birmingham, MI)
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Valentine, City Clerk Designee Bingham, Police Chief Clemence,
City Planner Cowan, City Planner Dupuis, Planning Director Ecker, City Attorney
Kucharek, DPS Director Wood

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

Announcements

- The Clerk's Office would like to thank all of the Election Inspectors and City Staff that helped with conducting a successful November 3rd General Election. We appreciate all of the voters who participated safely, turnout for this election was about 79% which was above the average for Oakland County.

Recognition of Mayor

A. Presentation to Mayor Boutros by Mayor Pro Tem Longe

Mayor Pro Tem Longe commended Mayor Boutros for being a reassuring and calming presence in his capacity as mayor during the Covid-19 pandemic. She also acknowledged him for signing of a proclamation against social injustice after the killing of George Floyd in Minneapolis, MN. She thanked

the Mayor on behalf of herself and the community for his leadership, personal integrity, and for his commitment to doing the right thing for Birmingham.

Mayor Boutros thanked Mayor Pro Tem Longe.

B. Comments by outgoing Mayor

Mayor Boutros discussed the effects of the Covid-19 pandemic and congratulated the community on coming together to take care of one another during this time. He said it has been a privilege and an honor to serve the community. He thanked citizen volunteers, the City Manager, his fellow Commissioners, and City staff for their contributions to the City.

Mayor Boutros described his wife Beatrice as an 'unsung hero' who supported his mayoral work, and he thanked his children for their continuous support as well.

11-214-20 Nomination of Temporary Chair for purposes of conducting election of Mayor and Mayor Pro Tem

MOTION: Motion by Mayor Pro Tem Longe:
To nominate Mayor Boutros as temporary chair for purposes of conducting election of Mayor and Mayor Pro Tem.

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

 Nays, None

11-215-20 Election of Mayor

Mayor Pro Tem Longe nominated Mayor Boutros citing his experience navigating the unusual experiences of the past year and the possible benefits of maintaining continuity in the position. She acknowledged that a second consecutive term for a Mayor would be unprecedented, but that in the circumstances it would be appropriate.

Commissioner Hoff said that while she respects Mayor Boutros and considers him a friend, she thought it would be more prudent to nominate a Commissioner with more experience to assume the mayoral role for the next year given City staff departures and the ongoing pandemic.

Commissioner Sherman concurred with Commissioner Hoff. In support of his stance, he read an excerpt from the November/December 2020 edition of The Review, a publication of the Michigan Municipal League. The excerpt described the need for City leaders to have the experience and ability to provide stability. He said a more experienced Mayor would be better able to provide that stability at this time. He said the turnover of City staff was a concern. He said he was 'also very troubled by the manner in which the decision to appoint [Mayor Boutros] was reached behind the scenes in a round-robin fashion, and the four votes will confirm that is what occurred.'

Commissioner Nickita lent his voice to Commissioners Hoff's and Sherman's appreciation of Mayor Boutros and their concern that a Mayor with more experience would be better positioned to lead the City at this time. He agreed that the turnover of City staff was a concern.

Commissioner Baller described the conversations he had outside of Commission meetings regarding the Mayor and Mayor Pro Tem positions. He stated that he had one conversation with Mayor Boutros where the Mayor solicited Commissioner's Baller's support for the Mayor's re-nomination. Commissioner Baller described an additional conversation with an unnamed person regarding the position of Mayor Pro Tem. Commissioner Baller also said he spoke on November 8, 2020 with Commissioner Hoff at length about the matter. He said if he had received a call from Commissioners Nickita or Sherman regarding a desire to be Mayor he would have listened to their reasons. He said he agreed with Mayor Pro Tem Longe's reasons for re-nominating Mayor Boutros.

Commissioner Host agreed with Mayor Pro Tem Longe's and Commissioner Baller's comments regarding Mayor Boutros' candidacy. Commissioner Host cited Mayor Boutros' respectful way of interacting with people as one of the main reasons that the Commissioner continues his support of Mayor Boutros for the position.

MOTION: Motion by Mayor Pro Tem Longe:
To elect Mayor Boutros to a second, consecutive term as Mayor.

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

11-216-20 Election of Mayor Pro Tem

Commissioner Baller nominated Mayor Pro Tem Longe, citing her experience over the past year. He also commended her on her spearheading of the campaign for the Parks and Recreation bond which passed on November 3, 2020, and which Commissioner Baller said was one of the most successful bond votes in the City's history.

MOTION: Motion by Commissioner Baller:
To elect Mayor Pro Tem Longe to a second, consecutive term as Mayor Pro Tem.

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

Oaths of Office and Comments by the Mayor and Mayor Pro Tem

The Oaths of Office were taken by the Mayor and Mayor Pro Tem. The Mayor Pro Tem and the Mayor thanked the Commission and the public for their continued support, and said they looked forward to their continued service in their respective roles.

11-217-20 Appointment of Pierre Boutros, Mayor, to the Retirement Board

MOTION: Motion by Commissioner Host:
To appoint Mayor Boutros to the Retirement Board.

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

 Nays, None

11-218-20 Appointment of Therese Longe, Mayor Pro Tem, to the Retirement Board

MOTION: Motion by Commissioner Hoff:
To appoint Mayor Pro Tem Longe to the Retirement Board.

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

 Nays, None

11-219-20 Appointment of Pierre Boutros, Mayor, to the Retirees Health Care Fund Committee

MOTION: Motion by Mayor Pro-Tem Longe:
To appoint Mayor Boutros to the Retirees Health Care Fund Committee.

ROLL CALL VOTE: Ayes, Mayor Pro-Tem Longe
 Commissioner Hoff
 Commissioner Host
 Commissioner Baller
 Mayor Boutros

Commissioner Nickita
Commissioner Sherman

Nays, None

11-220-20 Appointment of Stuart Sherman, Commissioner, to the Triangle District Corridor Improvement Authority

MOTION: Motion by Mayor Pro-Tem Longe:
To accept Mayor Boutros' nomination of Commissioner Sherman to the Triangle District Corridor Improvement Authority.

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

Nays, None

11-221-20 Appointment of Rackeline Hoff, Commissioner, to the Foundation for Birmingham Senior Residents

MOTION: Motion by Commissioner Host:
To accept Mayor Boutros' nomination of Commissioner Hoff to the Foundation for Birmingham Senior Residents.

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

Nays, None

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

David Bloom said he was pleased Mayor Boutros was re-elected. Mr. Bloom wished the Mayor luck for the next year of his term.

Gordon Rinschler stated that while he attends the Commission meetings he generally avoids commenting since he is no longer a member of the Commission. He said that the evening's discussion compelled him to comment despite his general reservations about doing so. He explained that historical precedent for the Commission's mayoral discussions was that Commissioners did not publicly voice concerns about a given mayoral nomination. He said he was disappointed to see that precedent broken during the present conversation. He explained that historically the vote for Mayor would be called until the affirmative votes

reached a majority and then the vote would be stopped. Mr. Rinschler voiced his full endorsement of Mayor Boutros and Mayor Pro Tem Longe. He said the three 'experienced Commissioners should re-evaluate some of their positions'. He said he was sorry to have to state that.

Paul Reagan and Andrew Haig congratulated the Mayor and Mayor Pro Tem on their re-elections.

Mr. Reagan thanked the the Mayor and Mayor Pro Tem for their leadership during the last year, and said he found Mayor Boutros' civility refreshing.

Mr. Haig agreed with Mr. Bloom and Mr. Rinschler. He said had come to be very impressed with and pleased by the Mayor's performance. Mr. Haig said he was also impressed by the Mayor's ataraxy during the comments voiced against the Mayor's re-nomination. Mr. Haig advised the Commissioners to avoid looking backwards, and implored them to each put their efforts towards finding the best and most innovative paths forward for the City.

A resident named Samantha asked if appointments to the Design Review Board would be happening at the present meeting. CM Valentine stated those appointments would be made at the November 23, 2020 Commission meeting.

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.

11-222-20

Consent Agenda

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:

To approve the Consent Agenda.

ROLL CALL VOTE: Ayes,

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

Nays, None

- A. Resolution approving the City Commission meeting minutes of October 23, 2020.
- B. Resolution approving the City Commission meeting minutes of October 26, 2020.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated October 28, 2020, in the amount of \$ 1,623,823.66.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated November 4, 2020, in the amount of \$ 432,903.76.

- E. Resolution setting a public hearing date for December 7, 2020 to consider the Final Site Plan and Design and Special Land Use Permit at 470 N. Old Woodward to allow for the operation of a new bistro, EM, at 470 N. Old Woodward.
- F. Resolution authorizing the expenditure of \$18,333.80 to restripe all five parking structures using Accurate Parking Lot Services to complete the work to be paid by the Automobile Parking System.
- G. Resolution adopting the Bloomfield Township Automatic Aid Agreement. Further, to authorize the Mayor to sign the agreement on behalf of the City.

VI. UNFINISHED BUSINESS

11-223-20 City Manager Resignation

MOTION: Motion by Commissioner Hoff, seconded by
Mayor Pro Tem Longe:

To accept the resignation of City Manager Joe Valentine and appoint a subcommittee of the City Commission comprised of Mayor Pro Tem Longe and Commissioner Hoff to recognize Mr. Valentine for his years of service to the City of Birmingham.

Commissioner Baller clarified the intent of the subcommittee would be to generate recommendations for how the community should recognize CM Valentine for his service.

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

Nays, None

11-224-20 Interim City Manager Appointment

MOTION: Motion by Mayor Pro Tem Longe, seconded by
Commissioner Host:

To appoint Police Chief Mark Clemence as Interim City Manager Designee to begin a transition and serve as Interim City Manager effective January 1, 2021 if a City Manager is not appointed by this date subject to finalization of an interim wage rate through the City's labor counsel.

At Commissioner Baller's request, Mayor Boutros invited dialogue between the Commission and the Police Chief prior to the vote.

Police Chief Clemence assured Commissioner Baller that the Police Department (PD) has sufficient staff even if he assumes the role of interim City Manager and with Police Commander Grewe currently overseeing parking matters. He noted the PD has plans to streamline some of the parking matters and has two other Commanders that would be doing more in the department.

In reply to Commissioner Hoff, Police Chief Clemence said he was enthusiastic about performing the roles of both Police Chief and Interim City Manager simultaneously if that comes to pass. He said he currently had the time, interest, and resources to undertake the challenge.

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

 Nays, None

11-225-20 Discussion with Keller Thoma

CM Valentine introduced the item.

Ms. Sashital of Keller Thoma presented the memo regarding City Manager Candidate Thomas Markus's requested compensation and benefits. The memo can be found in the evening's agenda packet.

Commissioner Sherman said he believed that the requested \$160,000 in compensation was less than what the City paid Mr. Markus during his previous tenure with the City.

Ms. Sashital said she had not been able to confirm that independently, but that Mr. Markus had indicated that was the case. She said the deferred compensation had also been higher previously than the currently requested amount.

There was Commission discussion of various potential terms. All agreed that if hired Mr. Markus should hire for open staff positions and should conduct the hiring process for a replacement City Manager. The Commissioners were split between wanting to offer Mr. Markus a two year term or a three year term.

Commissioners Sherman, Nickita and Hoff proposed that a national search could occur for an Assistant City Manager, with the intent of training and promoting, if appropriate, the Assistant City Manager to City Manager at the end of Mr. Markus' tenure in the position.

Mayor Pro Tem Longe and Commissioner Baller said that if that option were exercised, the Commission should have advice and consent over the hiring of the Assistant City Manager.

Commissioner Baller said the cell phone and computer provided to Mr. Markus as part of the position should remain the City's property, and that any severance paid should be for 12 months or the number of months remaining in the City Manager's contract.

There was Commissioner consensus regarding Commissioner Baller's suggestion.

Mr. Markus joined the meeting as a public participant.

Mayor Boutros asked Mr. Markus if he would like to offer comment.

Mr. Markus thanked the Mayor. He said:

- Since some of the Commissioners wanted to offer him a 24-month term and some wanted to offer a 36-month term, he would be willing to split the difference at 30 months.
- The first year of his term would be busy filling various City staff positions.
- One of his first priorities would be to hire and train an Assistant City Manager. He would hope that the Assistant City Manager could eventually be a qualified candidate for the National City Manager search.
- That giving the Commission advice and consent over the hiring of the Assistant City Manager would likely violate the council-manager form of local government.
- He would commit to soliciting the Commission's advice, and taking it seriously, regarding the hiring of an Assistant City Manager. He could not commit to giving the Commission consent. It is specifically the City Manager's charge to hire an Assistant City Manager.
- He would want there to be public interviews and presentations from Assistant City Manager candidates so that everyone in the community would have an opportunity to weigh in on the process.
- Executive searches during the Covid-19 pandemic are taking longer than usual. When those searches have to go into a second round, it usually adds three to four months to the usual time. Zoom is a difficult medium for hiring, and as a result internal candidates tend to be moving into executive positions.
- If the City is set on a national search for a City Manager, which he said he could absolutely facilitate, he recommended bringing the finalists in for in-person interviews and presentations so the Commission and the community were sure about the person they were hiring.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:

To offer Thomas Markus a two-and-a-half year term with the provisions that:

1. Any severance be for 12 months or the number of months remaining in the City Manager's contract, whichever is less; and,
2. That the provided cell phone and computer remain the property of the City.

Commissioner Host said he was only comfortable offering a two year term to Mr. Markus to serve as City Manager. He emphasized his appreciation of Mr. Markus' talents and said he just could not go over two years.

Commissioner Baller said the difference between 30 months and three years was essentially monetary. Since Commissioner Baller had initially been willing to pay Mr. Markus at his requested rate for three years even if Mr. Markus only served as City Manager for two, Commissioner Baller said that a compromise at two-and-a-half years would be a positive outcome for the City. He noted that the national search for City Manager would commence at the Commission's discretion, whenever they agreed it was appropriate.

Public Comment

Mr. Bloom suggested Mr. Markus serve as City Manager only for two years. He said that if Mr. Markus were hired for a 30 month term, he could either serve in a different capacity for the final six months or could just have those remaining six months paid as severance.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Nickita
Commissioner Baller
Mayor Boutros

Commissioner Hoff
Mayor Pro-Tem Longe

Nays, Commissioner Host

Mr. Markus thanked the Commission for their support and said he looked forward to joining the City in January 2021.

11-226-20 City Manager Position RFP

This item was tabled in light of the outcome of the previous item's discussion.

VII. NEW BUSINESS

11-227-20 Public Hearing – 768 N. Old Woodward – The French Lady

Mayor Boutros opened the public hearing.

CP Dupuis reviewed the item.

Commissioners Hoff and Baller stated their support for the project.

Commissioner Baller said he would encourage The French Lady to have outdoor seating either in the rear or the front of the establishment.

Commissioner Nickita said this section of N. Old Woodward should be included in the City's broader discussion about transitional zones.

Commissioner Host said it was helpful to understand that this location had previously been grandfathered in as allowing a food and drink establishment even though the current location's zoning does not allow for it without a special land use permit.

Commissioner Hoff said that, per a recommendation made by one of the Planning Board members during a Planning Board meeting, the City should consider lengthening the time it takes for a location to lose its legal non-conforming use. She said this consideration was worthwhile especially in light of the challenges to small businesses posed by the current pandemic. She noted the Planning Board member she was citing recommended lengthening the time from six months to a year and said she would be in favor of exploring that option.

Public Comment

Mr. Reagan said he was not sure that transitional zoning status would be more appropriate for this area of N. Old Woodward than the O2 zoning status is. He said the O2's function of providing a 'buffer' between commercial and residential uses is important, and that the Commission should carefully consider the potential impact on neighborhoods when broader commercial uses are considered for the O2 zone.

Mr. Bloom concurred with Mr. Reagan.

Mayor Boutros closed the public hearing.

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Longe:

To approve the Special Land Use Permit and Final Site Plan and Design Review application for 768 N. Old Woodward – The French Lady – to allow the operation of a food and drink establishment in the O2 zoning district. The motion also strongly recommended the establishment pursue outdoor dining options.

Claude Pellerin, owner/operator of The French Lady, confirmed they have cleaned and painted the patio in the rear of the restaurant and that they hope to open the patio area in Spring 2021.

Commissioner Nickita recommended that Ms. Pellerin consider installing outdoor seating in the parking space in front of the restaurant as well. He said she could work with the City to determine implementation options for that.

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

Nays, None

11-228-20 Public Hearing – 525 N. Old Woodward – Luxe Bistro

Mayor Boutros opened the public hearing.

PD Ecker presented the item.

Commissioners Hoff and Baller expressed concern that sometimes patrons seated in the outdoor dining area move the tables and seating into the pedestrian right-of-way on the sidewalk.

PD Ecker said that while that sometimes happens with outdoor dining areas around the City, the establishments generally correct the issue as soon as they are made aware of it. She said that the Bongiovannis were made aware that was happening at Luxe and that she has heard no more complaints regarding the matter since then.

The operators of Luxe said they were committed to ensuring that the sidewalks outside their establishments remain navigable to pedestrians. They said they have also been putting effort into improving relations with the residential neighbors by putting up signage warning patrons against littering, trespassing, and being noisy, towing vehicles of customers that park in private spaces, and keeping the exterior free of refuse. They also said the President of the adjacent neighborhood association has been given Luxe management's direct contact information and has been encouraged to reach out to the management with any concerns at any time

Mayor Boutros closed the public hearing.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Hoff:

To approve the Revised Final Site Plan and Design and Special Land Use Permit Amendment to allow the expansion of the existing Luxe bistro into the vacant storefront to the south.

Commissioner Nickita said he valued the vitality of this area, that keeping the residential neighbors happy is essential, and that activating the vacant storefront to the south of Luxe will be beneficial to the whole area.

Commissioner Host agreed with Commissioner Nickita but said the commercial aspect of the area cannot be permitted to negatively impact the Mill Pond or Little San Francisco residential neighborhoods. He said that would be a matter not only for the owners but for Birmingham Police and code enforcement as well.

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

Nays, None

11-229-20 Public Hearing – 34350 Woodward & 907-911 Haynes – Lot Combo

CP Cowan stated that the applicant requested to postpone the hearing to December 7, 2020.

MOTION: Motion by Commissioner Hoff, seconded by
 Commissioner Sherman:

To postpone the Public Hearing of 34350 Woodward & 907-911 Haynes – Lot Combo to December 7, 2020.

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

Nays, None

11-230-20 Parking Spaces at 856 N. Old Woodward

City Planner Cowan presented the item.

There was Commission consensus that the most appropriate approach to this item would be for the owner of 856 N. Old Woodward to buy into the Parking Assessment District. It was agreed that allowing the six spaces in question to be counted towards The Pearl's parking requirement would put parking strain on an already congested area of the City.

In reply to Commissioner Sherman, PD Ecker explained that the location had enough parking available if they had rented out their first floor uses to regular retail tenants. She explained that after that the owner rented to more high-intensive retail uses, which increased the amount of parking necessary.

Commissioner Sherman said it has been the Commission's general policy to encourage owners to resolve their own self-created issues, like renting to higher-intensity tenants, instead of requesting that the Commission do it for them.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Baller:

To deny the use of six parking spaces in the right-of-way adjacent to the property located at 856 N. Old Woodward to fulfill the parking requirements per Article 4, section 4.43 (G)(4) of the Zoning Ordinance.

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

Nays, None

11-231-20 Plante Moran Cresa Proposal – Birmingham Ice Arena

DPS Director Wood and Robert Stempien of Plante Moran Cresa outlined the item.

It was discussed that the proposal for the \$5.1 million in work to the Ice Arena was presented at both the 2019 and 2020 Long Range Planning meetings, a number of Parks and Recreation Board meetings, and in the FAQ posted on the City's website for the Parks and Recreation Bond proposal that passed on November 3, 2020.

DPS Director Wood also noted that the proposed Ice Arena repairs were included in the Parks and Recreation Board's priority list for the bond.

Commissioners Hoff, Sherman and Nickita said they wanted to receive more public input on the \$3.1 million proposal to update the locker rooms and the concessions area.

There was Commission consensus that the refrigeration and mechanical repairs could move forward immediately since they had been previously reviewed and approved, and were necessary to the continued functioning of the Ice Arena.

Mayor Pro Tem Longe said it would be cost-inefficient to do the refrigeration and mechanical repairs while holding off on the other proposed improvements.

As a compromise, Mayor Pro Tem Longe and Commissioner Baller recommended that the suggested motion be approved with the understanding the Commission should immediately schedule public input sessions at the Commission level for the proposed \$3.1 million in updates that are giving some of the Commissioners pause.

It was noted that the suggested motion only assigned Plante Moran Cresa owner-representative duties, and did not inherently commit to any specific repairs.

There was consensus that the Architectural Review Committee should be asked to look over and provide feedback on all design plans for the proposed updates.

MOTION: Motion by Commissioner Baller, seconded by Mayor Pro Tem Longe:

To approve the proposal from Plante & Moran Cresa, LLC in the amount not to exceed the lump sum fee of \$145,800.00, term beginning November 10, 2020 – November 8, 2021 for the purpose of assisting with capital planning and operational review consulting services for the Birmingham Ice Arena; contingent upon receipt of proper insurance. Further, to waive the formal bidding requirements. Funds are available for this work in the Capital Projects - Ice Arena – Buildings account #401-901.001-977.0000.

Public Comment

Mr. Bloom said that even though he voted in favor of the Parks and Recreation Bond, he agreed that the proposed repairs for the Ice Arena needed more public review, especially in light of the fact that the Ice Arena is used quite frequently by non-Birmingham residents. He said wanted to know whether residents might be more inclined to spend the funds raised by the bond on updates that would serve the residents of Birmingham more specifically.

ROLL CALL VOTE: Ayes, Commissioner Baller
 Mayor Pro-Tem Longe
 Commissioner Host
 Mayor Boutros

 Nays, Commissioner Hoff
 Commissioner Sherman
 Commissioner Nickita

Commission Discussion on items from prior meeting

None.

Commission Items For Future Discussion

A motion is required to bring up an item for future discussion on the next reasonable agenda. No discussion regarding these topics will occur during the present meeting.

None.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Birmingham Roast Letter

Jesse Dhillon, co-founder, reviewed the letter to the Commission, which can be found in the evening's agenda packet.

11-232-20 Outdoor Dining Season

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:

To direct City Staff to put together a report on what policy changes would need to be enacted to accommodate Mr. Dhillon's request, whether other businesses in the City would be interested in similar accommodations, and what the ramifications of doing so would be.

Commissioner Nickita said the requirements for bistros with alcohol and establishments without alcohol are different. He encouraged the City to move as soon as possible on dealing with establishments that do not serve alcohol and have their outdoor dining on public property. He said the bistro issues should also be explored, but should be reviewed separately from the present topic.

Mayor Boutros agreed with Commissioner Nickita, and said City staff would also have to clarify the difference between bistros on private property and bistro on public property when looking into the matter of bistros and outdoor seating more generally.

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

Nays, None

X. REPORTS

- A. Commissioner Reports
 Notice of intent – Board of Review & Birmingham Triangle District Corridor Improvement Authority
- B. Commissioner Comments

Commissioner Hoff commended City Clerk Designee Bingham on the Clerks Office's smooth execution of the November 3, 2020 election.

Commissioner Host agreed. He also thanked Acting City Clerk Cheryl Arft for her commitment and for remaining to work with a train City Clerk Designee Bingham this year.

Commissioner Host congratulated resident Patricia Andrews on recently celebrating her 99th birthday, and described the socially-distanced celebration that was had in Birmingham in her honor.

Commissioner Host said he also had a recommendation for an additional law firm, located in Birmingham, that would be willing and able to put together the RFP for legal services if the City's two current options do not work out.

Mayor Boutros stated that Birmingham was recently recognized as a five-star community for entrepreneurial growth by the annual eCities study, conducted by researchers at iLabs, University of Michigan-Dearborn's Center for Innovation Research.

Mayor Boutros also congratulated BSD Director Ingrid Tighe for her selection as a 2020 Crain's Detroit Business Notable Veteran.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 12:06 a.m.

City of Birmingham
Warrant List Dated 11/11/2020

Meeting of 11/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
276274	*	000855	48TH DISTRICT COURT	100.00
276275	*	008226	KATHERINE ABELA	492.75
276276	*	008649	ROBERT ABRAHAM JR.	25.00
276277	*	007266	AETNA BEHAVIORAL HEALTH LLC	448.50
276278	*	001206	AMERICAN MIDWEST PAINTING INC	2,460.00
276279	*	007112	AMERICAN PAINTING LLC	980.00
276281	*	003946	ARAMARK	275.28
276282	*	000500	ARTECH PRINTING INC	49.00
276283	*	001466	ASCAP	12.50
276284	*	004027	AUTOMATED BENEFIT SVCS INC	11,363.27
276287		MISC	BALBES CUSTOM BUILDERS INC	200.00
276288		003012	BATTERIES PLUS BULBS	119.70
276289		MISC	BENEICKE GROUP	200.00
276291		MISC	BLOOMINGDALE HOLDINGS AND PROP LLC	2,000.00
276293		003526	BOUND TREE MEDICAL, LLC	494.74
276294		MISC	BROOKE SCHWARTZ	300.00
276295		MISC	BRUTTELL ROOFING INC	100.00
276296	*	008334	DAVID BUTTIGIEG	74.15
276297		003907	CADILLAC ASPHALT, LLC	6,084.81
276298		000571	CAR TRUCKING INC	200.00
276299		008959	CASS COLLISION CLAWSON	1,102.77
276300		008305	CBT NUGGETS LLC	599.00
276302	*	000444	CDW GOVERNMENT INC	205.15
276303	*	007710	CINTAS CORP	772.95
276304		000605	CINTAS CORPORATION	100.70
276305	*	004188	COFFEE BREAK SERVICE, INC.	84.25
276306	*	004026	COFINITY	1,530.00
276307	*	008955	COMCAST	337.25
276308	*	000627	CONSUMERS ENERGY	728.46
276309		008512	COOL THREADS EMBROIDERY	279.97
276312		MISC	DAY ELECTRIC	170.00
276313	*	006907	DENTEMAX, LLC	153.00
276314		008559	DETROIT BATTERY COMPANY LLC	517.17
276316	*	000190	DOWNRIVER REFRIGERATION	12.20
276318	*	000179	DTE ENERGY	86.37
276319	*	000179	DTE ENERGY	545.93
276320	*	000179	DTE ENERGY	807.57
276321	*	000179	DTE ENERGY	189.28
276322	*	000179	DTE ENERGY	75.48
276323	*	000179	DTE ENERGY	45.23
276324	*	000180	DTE ENERGY	42,598.31
276325		003806	DTS FLUID POWER LLC	9.85

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
276327	*	MISC	EDWARD MARK	2,863.36
276329	*	MISC	EICK, KYLE B	1,965.81
276331		000196	EJ USA, INC.	543.42
276333	*	009100	ENZO WATER SERVICE	710.00
276334		MISC	EUROCRAFT BUILDERS & REMODELER	200.00
276336		MISC	FOUR SEASONS GARDEN CENTER	200.00
276337		MISC	FOUR SEASONS LANDSCAPING	200.00
276338		MISC	GARDNER SIGNS INC	200.00
276339		MISC	GIACALONE BUILDING LLC	500.00
276340		008293	GRAINGER	1,566.20
276341		001447	HALT FIRE INC	191.14
276342		008613	HENRY FORD HEALTH SYSTEM	450.00
276343		MISC	HOME DEPOT USA INC	500.00
276344		MISC	HSUNCHEN CHANG	955.00
276345	*	001307	JOSHUA HUSTED	141.83
276346		000948	HYDROCORP	1,315.00
276347		000342	IBS OF SE MICHIGAN	647.75
276348		MISC	JOHN HENNIG CARPENTRY INC	200.00
276349	*	MISC	KATSARELAS, MAXWELL	1,000.00
276350		MISC	KELLY BUILDING & DEVELOPMENT CO LLC	500.00
276351		008450	KNOWBE4, INC	2,048.98
276352	*	000362	KROGER COMPANY	37.03
276353		MISC	KURTIS KITCHEN & BATH CENTERS	200.00
276354		MISC	LA MARCO HOMES LLC	1,000.00
276355		MISC	LEE, IAN	5,000.00
276356		MISC	LEVINE & SONS INC	1,000.00
276357		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
276359	*	000287	LIGHTING SUPPLY COMPANY	49.29
276360	*	008158	LOGICALIS INC	19,400.00
276361		MISC	LSD OPERATING CO	200.00
276363		002648	MARC DUTTON IRRIGATION INC	500.00
276364		000888	MCKENNA ASSOCIATES INC	24,024.76
276365		000972	MCKESSON MEDICAL-SURGICAL	528.39
276366		000369	MCFI	1,262.50
276367		008793	MERGE MOBILE, INC.	73.00
276368	*	009200	MICHAEL MORRISON	700.00
276369		001660	MICHIGAN CAT	160.89
276370	*	001387	MICHIGAN MUNICIPAL LEAGUE	38,793.00
276371	*	005024	MIDWEST GLASS FABRICATORS, INC	68.83
276373		MISC	MR ROOF HOLDING CO LLC	200.00
276376	*	000477	OAKLAND COUNTY	453,570.83
276377	*	MISC	OAKLAND COUNTY MEDICAL CONTROL AUTH	75.00
276378	*	004370	OCCUPATIONAL HEALTH CENTERS	543.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
276379	*	000481	OFFICE DEPOT INC	355.85
276380		MISC	PALMER, RICHARD F	300.00
276381	*	MISC	PARKINSON, MATTHEW	634.16
276382	*	001753	PEPSI COLA	163.49
276384		MISC	PERRY, JOSHUA	100.00
276385		008028	PK SAFETY SUPPLY	118.52
276386		MISC	POWER HOME SOLAR	300.00
276387		008866	PRECISION CONCRETE CUTTING INC	103,578.00
276389		002852	QMI GROUP INC	90.00
276390		006130	RESCUE RESPONSE GEAR INC	770.24
276393	*	009144	RICHARD TRUDO	1,200.00
276394	*	005996	RON TURLEY ASSOCIATES, INC.	1,450.00
276395	*	002911	RUTH ROWLAND	162.95
276397		MISC	SARAH TANKIEWICZ	100.00
276398		MISC	SCHWARTZ, BROOKE M	2,500.00
276400		MISC	SHAMOUN PROPERTIES LLC	100.00
276401		007142	SHERWIN-WILLIAMS COMPANY	55.15
276402	*	009143	MICHAEL SHUKWIT	400.00
276403		MISC	SIGNARAMA/TROY	200.00
276404	*	008073	SITEONE LANDSCAPE SUPPLY, INC	344.30
276405		MISC	SMOLYANOV HOME IMPROVMENT	100.00
276406		009184	SPECTRUM PRINTERS INC	331.25
276407		005079	STATE OF MICHIGAN	50.00
276408		009201	STEPHEN SHUKWIT	350.00
276409		004544	STRYKER SALES CORPORATION	426.55
276411		000256	SUBURBAN BUICK GMC INC	508.39
276412		005863	SUCCESS COMMUNICATIONS, INC.	1,594.00
276414	*	004355	SYMETRA LIFE INSURANCE COMPANY	33,487.33
276415		008748	TECHSEVEN COMPANY	2,010.00
276416		MISC	TEMPLETON BUILDING COMPANY	800.00
276417	*	009237	TESS BANKS	164.43
276418		MISC	THE COMMUNITY HOUSE	100.00
276419		MISC	THOMAS JOSEPH	500.00
276420		000275	TIRE WHOLESALERS CO INC	141.42
276423		MISC	USZTAN LLC	200.00
276424	*	000293	VAN DYKE GAS CO.	231.99
276425	*	009177	VANDYKE HORN PUBLIC RELATIONS LLC	11,500.00
276426	*	000158	VERIZON WIRELESS	76.02
276427	*	000158	VERIZON WIRELESS	734.15
276430	*	000158	VERIZON WIRELESS	153.37
276432		MISC	WALLSIDE INC	1,500.00
276433	*	004497	WATERFORD REGIONAL FIRE DEPT.	68.00
276434		000299	WEINGARTZ SUPPLY	161.98

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
276435	*	008391	XEROX CORPORATION	250.42
SUBTOTAL PAPER CHECK				\$809,677.56
<u>EFT TRANSFER</u>				
" "		008732	AMAZON.COM, INC	462.85
" "		MISC	BRYCER LLC	90.00
" "		005074	COMFORT INN & SUITES	267.75
" "		009163	EFFECTV	500.00
" "		008730	FACEBOOK HEADQUARTERS	198.42
" "		009240	FLOORMAT.COM	(329.28)
" "		MISC	GMEI UTILITY	168.19
" "		MISC	GODADDY	81.68
" "		005741	INTERNATIONAL CODE COUNCIL	438.00
" "		007658	PRIORITY DISPATCH	1,095.00
" "		MISC	QR-CODE GENERATOR	177.09
SUBTOTAL EFT TRANSFER				\$3,149.70
<u>ACH TRANSACTION</u>				
3053	*	002284	ABEL ELECTRONICS INC	76.97
3054	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	55,628.67
3056	*	003243	AMERICAN PRINTING SERVICES INC	1,580.00
3058	*	007345	BEVERLY HILLS ACE	21.29
3059	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	115,542.18
3060		007875	CANFIELD EQUIPMENT SERVICE INC.	594.82
3061	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	53.72
3062	*	000565	DORNBOS SIGN & SAFETY INC	213.14
3063	*	001035	DOUGLASS SAFETY SYSTEMS LLC	65.50
3064	*	001077	DUNCAN PARKING TECH INC	9,762.75
3065	*	000995	EQUATURE	3,500.00
3066	*	000207	EZELL SUPPLY CORPORATION	123.58
3067	*	007807	G2 CONSULTING GROUP LLC	24,418.38
3068	*	000243	GRAINGER	737.19
3069	*	003938	HART PAVEMENT STRIPING CORP	1,500.00
3070	*	007465	IN-HOUSE VALET INC	7,500.00
3071		000261	J.H. HART URBAN FORESTRY	21,187.38
3072	*	003458	JOE'S AUTO PARTS, INC.	1,028.15
3073	*	000891	KELLER THOMA	3,177.90
3074	*	005550	LEE & ASSOCIATES CO., INC.	1,626.39
3076	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	190,672.39
3077	*	006027	PENCHURA, LLC	456.40
3078	*	001062	QUALITY COACH COLLISION	728.00
3079	*	001181	ROSE PEST SOLUTIONS	89.00
3080	*	001097	SOCWA	147,894.25
3081		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,151.90

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
3082		000273	TERMINAL SUPPLY CO.	73.00
3083	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
3084		000278	TROY AUTO GLASS CO INC	433.78
3086	*	000969	VIGILANTE SECURITY INC	1,192.50
3087		002088	WM. CROOK FIRE PROTECTION CO.	320.00
SUBTOTAL ACH TRANSACTION				\$592,107.59
GRAND TOTAL				\$1,404,934.85

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 11/18/2020

Meeting of 11/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
276436		004627	A & L SYSTEMS	83.53
276437		005358	AARON'S EXCAVATING INC	3,900.00
276439		007033	APPLIED IMAGING	196.20
276439	*	007033	APPLIED IMAGING	6,293.51
276440	*	003946	ARAMARK	144.54
276441	*	006759	AT&T	325.03
276442	*	006759	AT&T	321.63
276444	*	003839	MATTHEW J. BARTALINO	265.00
276445		003526	BOUND TREE MEDICAL, LLC	6.00
276447		000595	CARRIER & GABLE INC	560.90
276448	*	009083	CARTEGRAPH	1,239.72
276449	*	000444	CDW GOVERNMENT INC	5,254.09
276450		008540	CERTIFIED LABORATORIES	207.30
276451		009137	CGS, INC	3,500.00
276452	*	007575	HANNAH CHUNG	383.25
276453		000605	CINTAS CORPORATION	138.45
276453	*	000605	CINTAS CORPORATION	205.74
276456		009167	COL'S FAMILY RESTAURANT	73.44
276457		002668	CONTRACTORS CLOTHING CO	658.00
276458		001367	CONTRACTORS CONNECTION INC	3,436.45
276458	*	001367	CONTRACTORS CONNECTION INC	46.80
276459		003923	CUMMINS BRIDGEWAY LLC	954.51
276460		006969	DAVEY RESOURCE GROUP	2,983.50
276461	*	000179	DTE ENERGY	44.82
276462	*	000179	DTE ENERGY	48.68
276463	*	007538	EGANIX, INC.	1,440.00
276464		000196	EJ USA, INC.	761.30
276465		001223	FAST SIGNS	465.27
276468		008293	GRAINGER	2,015.89
276470		001447	HALT FIRE INC	29.62
276471	*	003824	THOMAS I. HUGHES	81.54
276472		001204	ICMA	888.87
276473		000344	J.T. EXPRESS, LTD.	1,371.71
276474	*	003823	JAY'S SEPTIC TANK SERVICE	78.00
276475		000347	JOHN R. SPRING & TIRE CENTER INC.	12,671.83
276476		008954	K & D PHILLIPS CONTRACTING	2,000.00
276478		007910	MACALLISTER RENTALS	774.00
276479		008248	MALWAREBYTES	3,245.00
276482	*	000477	OAKLAND COUNTY	7,770.56
276484	*	006625	PTS COMMUNICATIONS	78.00
276485		005660	PUBLIC AGENCY TRAINING COUNCIL	425.00
276486	*	004137	R & R FIRE TRUCK REPAIR INC	1,516.95

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
276487	*	MISC	RAIL DISTRICT PROPERTIES III	64.83
276488	*	002806	SAM'S CLUB/SYNCHRONY BANK	18.42
276489		002051	SEAWAY PAINTING LLC	5,600.00
276490	*	004202	SHRED-IT USA	150.69
276491		008073	SITEONE LANDSCAPE SUPPLY, INC	5,203.62
276494		000275	TIRE WHOLESALERS CO INC	133.44
276495		008941	UPTOWN MARKET OF BIRMINGHAM	30.95
276496	*	000293	VAN DYKE GAS CO.	63.27
276497	*	009223	VARI SALES CORPORATION	500.00
276498	*	000158	VERIZON WIRELESS	80.10
276499	*	000158	VERIZON WIRELESS	1,086.56
276500	*	001490	WEST SHORE FIRE INC	14,339.35
276501		009128	WITMER PUBLIC SAFETY GROUP INC	720.99
276501	*	009128	WITMER PUBLIC SAFETY GROUP INC	8,479.10
276503	*	008391	XEROX CORPORATION	736.35
276504		009185	ZOOM VIDEO COMMUNICATIONS INC	2.90
SUBTOTAL PAPER CHECK				\$104,095.20
<u>ACH TRANSACTION</u>				
3090	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	66,382.84
3092		008246	ANCHOR BAY POWDER COAT, LLC	3,000.00
3093		008667	APOLLO FIRE APPRATUS REPAIR INC	331.50
3095	*	007345	BEVERLY HILLS ACE	49.39
3096	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	115.50
3097	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	256.50
3098	*	000207	EZELL SUPPLY CORPORATION	113.96
3099	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	429.50
3100	*	007314	FLEIS AND VANDENBRINK ENG. INC	1,150.50
3101	*	001672	HAYES PRECISION INC	156.50
3102		000261	J.H. HART URBAN FORESTRY	14,688.88
3103	*	003458	JOE'S AUTO PARTS, INC.	619.39
3104	*	005550	LEE & ASSOCIATES CO., INC.	2,901.80
3106		001864	NOWAK & FRAUS ENGINEERS	51,889.00
3107	*	006359	NYE UNIFORM COMPANY	268.00
3108	*	001062	QUALITY COACH COLLISION	1,183.00
3109	*	001181	ROSE PEST SOLUTIONS	71.00
3110		000273	TERMINAL SUPPLY CO.	211.57
3111	*	000969	VIGILANTE SECURITY INC	220.50
3112	*	007374	WESTWOOD TRUST	22,779.33
SUBTOTAL ACH TRANSACTION				\$166,818.66

City of Birmingham
Warrant List Dated 11/18/2020

Meeting of 11/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$270,913.86

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Department of Public Services

DATE: November 12, 2020

TO: Joseph A. Valentine, City Manager

FROM: Carrie Laird, Parks and Recreation Manager

CC: Lauren Wood, Director of Public Services

SUBJECT: Barnum Park Electrical Additions

INTRODUCTION:

The Department of Public Services (DPS) has been working with the Community for Barnum Park regarding Barnum Park for additional electrical outlets and lighting improvements to occur this fiscal year. The original budget for this work was in the approved 2019-2020 Fiscal Year Budget. Electrical engineers were hired to prepare plans and specifications for this project early this year, with the projected completion of the work this summer.

BACKGROUND:

The City hired Hans & Associates / EAM electrical engineers to prepare an electrical plan for additions to the Barnum Park electrical system. The scope of work includes the addition of flagpole lighting, art sculpture lighting, new bollard fixtures and electrical outlet additions. Outlets will be located in the shade structure area and behind the baseball field. New bollards will light the limestone path that connects the promenade to the arch. All new lighting will be LED. Additionally, an alternate bid was requested to retrofit all existing bollards along the promenade to LED fixtures as well.

Bids were opened on October 9, 2020. The results of the bid opening are as follows:

Company	Total without Alternate	Total with Alternate
MHM Construction	\$66,446.96	\$75,286.96
Rauhorn Electric	\$73,607.00	\$79,437.00
J. Ranck Electric	\$87,518.00	\$93,806.00
Allied Building	\$102,500.00	\$109,900.00

City staff performed interviews and reference checks for the two (2) lowest bidders and is recommending MHM Construction for award of this project. MHM is able to provide all requested items to complete this project and will be able to start upon award, weather permitting. As the result of COVID-19, the project design was delayed, and the bidding process subsequently was delayed as well.

If weather is favorable, MHM is able to work during late November into December; otherwise, this will be a spring project. The lead time for the bollard fixtures is 6-8 weeks, but much of the work can be done in advance of the fixtures.

LED lights have an extremely long lifespan relative to every other lighting technology. New LEDs have a much longer life cycle, lasting 50,000 to 100,000 hours or more, they are easier and less costly to maintain. Studies have shown that energy savings could be as much as 30% to 60%, and the typical ROI is 12 months or less. All existing bulbs at Barnum are high-pressure sodium. DPS currently replaces a bulb in the existing bollards approximately 12 times a year, costing about \$1100 in product and labor in addition to the energy costs.

We are also looking into grant opportunities and rebate offers through DTE for changing over to LED lights, this project is expected to qualify. The cost of materials and labor has risen over the last several months and continues to increase and our hired electrical engineers anticipate a significant cost increase in 2021. We recommend awarding this bid now to lock in the pricing, and request a budget amendment in order to accomplish the project in its entirety.

Staff has been in contact with the Community for Barnum Park regarding the details and scope of this project, and has received their full support for this project from the initial planning phase. In addition, the Parks and Recreation Board approved this project at the November 10, 2020 meeting and is recommending this project be considered for approval.

LEGAL REVIEW:

The City Attorney has reviewed this agreement and approved with signature.

FISCAL IMPACT:

This project was included in the 2019-2020 budget for \$30,000, in the Capital Projects Fund- and will require a budget amendment for the additional funding in addition to being re-budgeted in 2020-2021.

PUBLIC COMMUNICATIONS:

The Department of Public Services plans to use social media and the city website to communicate the timing of this project.

SUMMARY:

The Department of Public Services recommends awarding the Barnum Park Electrical Additions and Improvements project to MHM Construction for the total purchase price of \$75,286.96 to include the alternate bid of retrofitting all existing bollard lights to LED. MHM is the lowest qualified bidder and able to complete this project.

This improvement project will add the following lighting features to the park: Bollards that will illuminate the walkway between the Arch and the promenade, flagpole lighting, sculpture lighting, and new outlets. In addition, the existing bollards that light the promenade will be retrofit to LED lights. The new LED lights will match the warm glow of the taller fixtures throughout the park, specified at 3000K, which is the warmest tone, an amber glow.

MHM Construction offers a 1-year workmanship warranty, artwork lighting fixtures and bollard fixtures are under product warranty for 5 years, and the flagpole light fixtures for 10 years.

ATTACHMENTS:

Attachment A- Agreement and Certificate of Insurance

Attachment B - Bidder's Agreement

Attachment C – Cost Proposal

Email proposal for boring

Attachment D – Iran Sanctions Act Vendor Certification Form

Barnum Park Electrical Additions Site Plan

SUGGESTED RESOLUTION:

To award the Barnum Park Electrical Additions project to MHM Construction, in the amount not to exceed \$75,286.96, to be funded from account 401-751.001-981.0100 and further; to approve the appropriation and amendment to the fiscal year 2020-2021 General Fund and Capital Project Fund budgets as follows:

General Fund

Revenues:

101-000.000-400.0000	Draw from Fund Balance	<u>\$45,290</u>
Total Revenue		<u>\$45,290</u>

Expenditures:

101-999.000-999.4010	Transfer to Capital Projects Fund	<u>\$45,290</u>
Total Expenditures		<u>\$45,290</u>

Capital Projects Fund

Revenues:

401-000.000-400.0000	Draw from Fund Balance	\$30,000
401-751.001-699.0101	Transfer from General Fund	<u>45,290</u>
Total Revenue		<u>\$75,290</u>

Expenditures:

101-751.001-981.0100	Public Improvements – Parks	<u>\$75,290</u>
Total Expenditures		<u>\$75,290</u>

In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Birmingham upon receipt of the required insurances.

ATTACHMENT A - AGREEMENT
For Barnum Park Electrical Additions and Improvements

This AGREEMENT, made this _____ day of _____, 2020, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and MHM Construction, LLC having its principal office at Armada (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to provide additional outdoor lighting and electrical capabilities at Barnum Park in the City of Birmingham. These improvements include installation of flagpole lighting, art sculpture lighting, bollards, and electrical outlet additions, and the City in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide electrical improvements at Barnum Park in the City of Birmingham.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide additional outdoor lighting and electrical capabilities at Barnum Park located in the City of Birmingham. The Contractor's cost proposal dated 10/23, 2020 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$75,286.96, as set forth in the Contractor's 10/23, 2020 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

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

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

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

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

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

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

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

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

A. Workers' Compensation Insurance:

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

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

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

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

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

additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

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

City of Birmingham
Department of Public Services
851 S. Eton., Birmingham, MI
48009
bmccaughey@bhamgov.org
248-530-1715

CONTRACTOR:
MHM Construction
74016 Tietz
Armada, MI 48005

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory

arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:



CONTRACTOR


By: 
Its: Janine Rinna
Vice president

CITY OF BIRMINGHAM


By: _____
Pierre Boutros
Its: Mayor

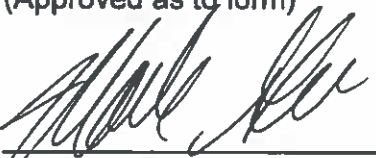
By: _____
Alexandria Bingham
Its: City Clerk

Approved:


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

(Approved as to substance)


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


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


Joseph A. Valentine, City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2020

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

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

PRODUCER
Capital Insurance Group
1263 West Square Lake Road
Bloomfield Hills MI 48302

CONTACT NAME: Natalie Hein

PHONE
(A/C, No, Ext): 248-333-2500

FAX
(A/C, No): 248-333-2504

E-MAIL
ADDRESS: nhein@cap-ins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: EMC Insurance Co

21415

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
MHM Construction, LLC
74016 Tietz
Armada MI 48005

MHMC0-1

COVERAGES

CERTIFICATE NUMBER: 857936628

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	5D84921	3/29/2020	3/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	5E84921	3/29/2020	3/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		5J84921	3/29/2020	3/29/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5H84921	3/29/2020	3/29/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Hired Auto Physical Damage		5E84921	3/29/2020	3/29/2021	Hired Auto Comp \$500 Hired Auto Collision \$1,000

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

Additional Insured: City of Birmingham all elected and appointed officials all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof for the General Liability policy
See attached policy forms for terms and conditions CG7174 & CG7578, CA7450
30 days notice of cancellation applies except for 10 days for non payment.

CERTIFICATE HOLDER

City of Birmingham
151 Martin St
Birmingham MI 48012-3001

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Don Johnson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

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

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion a. is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion g.(2) is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within one year of the accident date is changed to three years.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
 - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
 With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - (1) This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

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

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

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

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

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSURED

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement,
- whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance Condition** in the **Business Auto Coverage Form** is replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. Limit Of Insurance of Section III – Physical Damage Coverage

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. Loss Conditions of Section IV – Business Auto Conditions is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

ATTACHMENT B - BIDDER'S AGREEMENT
For Barnum Park Electrical Additions and Improvements

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

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

Janine Rinna 10/8/2020
PREPARED BY DATE
(Print Name)

Vice President 10/8/20
TITLE DATE

 janinemhmconst@aol.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

MHM Construction, LLC
COMPANY

74016 Tietz Armada, MI 48005 248-689-0710
ADDRESS PHONE

— —
NAME OF PARENT COMPANY PHONE

—
ADDRESS

248-689-0710
M H M CONSTRUCTION, LLC

ATTACHMENT C - COST PROPOSAL
For Barnum Park Electrical Additions and Improvements

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

Equipment

ITEM	DESCRIPTION	QTY	MATERIAL	LABOR	LUMP SUM	TOTAL	REMARKS
1	REMOVE AND REPLACE GRAVEL WALKWAY TO ACCOMMODATE NEW UNDERGROUND ELECTRICAL CONDUIT ROUTING	1	N/A	2,500.00	2,500.00	2,500.00	THROUGH OUT THE SITE
2	REMOVE AND REPLACE ALL LANDSCAPE AREA AFFECTED BY NEW CONSTRUCTION WORK. LANDSCAPE TO BE PER CITY REQUIREMENT	1	N/A	1,500.00	1,500.00	1,500.00	THROUGH OUT THE SITE
3	REMOVE AND REPLACE CONCRETE SLAB AT THE PAVILION AREA TO ACCOMMODATE ELECTRICAL WORK	4	1,500.00	1,500.00	3,000.00	3,000.00	AT PAVILION CANOPY AREA
4	PROVIDE NEW PATH LIGHT BOLLARDS (TYPE OB)	8	12,570.00	-	12,570.00	12,570.00	
	4.1 PROVIDE NEW IN-GRADE SPLICE HANDHOLE TO INTERCEPT EXISTING CIRCUITS #2 AND #3		500.00	500.00	1,000.00	1,000.00	
	4.2 EXTEND NEW CIRCUITS #2 AND #3 BRANCH WIRING TO ALTERNATING FIXTURES TYPE OB. TYPICAL FOR 8 FIXTURES		2,100.00	3,400.00	5,500.00	5,500.00	
	4.3 EXTEND NEW CIRCUIT #3 TO THREE NEW STRUCTURE LIGHTING FIXTURES TYPE OA		1,900.00	3,100.00	5,000.00	5,000.00	
5	PROVIDE NEW ABOVE GRADE STRUCTURE LIGHTING (TYPE OA) TYPICAL FOR 3	3	3,984.00	-	3,984.00	3,984.00	
6	PROVIDE NEW FLAGPOLE LIGHTING (TYPE OC)	3	1,830.00	-	1,830.00	1,830.00	

248-689-0710
M H M CONSTRUCTION, LLC

Equipment							
ITEM	DESCRIPTION	QTY	MATERIAL	LABOR	LUMP SUMP	TOTAL	REMARKS
	6.1 PROVIDE NEW IN- GRADE SPLICE HANDHOLE TO INTERCEPT EXISTING CIRCUIT #2	2	800.00	800.00	\$1,600.00	\$1,600.00	
	6.2 EXTEND NEW CIRCUIT #2 BRANCH WIRING TO FIXTURES TYPE OC. TYPICAL FOR 3		2,500.00	3,500.00	\$6,000.00	\$6,000.00	
7	PROVIDE NEW GFI, WEATHERPROOF OUTLETS FOR CANOPY POWER AND SCOREKEEPER POWER	4	1,000.00	2,000.00	\$3,000.00	\$3,000.00	
	7.1 PROVIDE NEW UNDERGROUND FEEDERS (TWO CIRCUITS) FROM EXISTING CONTROL PANEL TO FOUR NEW OUTLETS, ONE EACH AT CENTER SUPPORT OF EACH CANOPY. HAVING TWO OUTLETS PER CIRCUIT		4131.96	4581.00	\$8712.96	\$8712.96	
	7.2 PROVIDE TWO NEW 20 AMP 1 POLE BREAKERS IN EXISTING CONTROL PANEL		125.00	150.00	\$275.00	\$275.00	
	7.3 PROVIDE NEW UNDERGROUND FEEDER FROM ONE CIRCUIT TO SCOREKEEPER OUTLET		1,275.00	2,200.00	\$3,475.00	\$3,475.00	
8	MISCELLANEOUS		2500.00	2500.00	\$5,000.00	\$5,000.00	
	TOTAL					\$164,946.96	
	BID ALTERNATE						
	REPLACE EXISTING BOLLARD LAMPS WITH NEW LED RETROKIT	16	5590.00	3250.00	\$8840.00	\$8,840.00	
	TOTAL						
	GRAND TOTAL WITH ALTERNATE					\$173,786.96	

MHM Construction, LLC
74016 Tietz
Armada, Michigan 48005
Phone: 248-689-0710
janinemhmconst@aol.com

October 23, 2020

City of Birmingham
Brendan McGaughey
851 Eton St
Birmingham, MI 48009

Regarding: Barnum Park Electrical Additions and Improvements

Dear Mr. McGaughey,

We would like to revise our bid to add directional bore under the four (4) Pavilion's slabs for an additional \$1500. Our new total bid amount without the alternate will be \$66,446.96 and with the alternate the total will be \$75,286.96. We will also be able to commence work as soon as possible and complete prior to Christmas if needed and awarded the project. Thank you for the opportunity to quote and we look forward to hearing from you.

Sincerely,

Janine Rinna

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

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

PREPARED BY Janine Rinna DATE 10/8/2020
(Print Name)

(Print Name) Vice President 10/8/2020
TITLE DATE

 AUTHORIZED SIGNATURE janinemhmconst@aol.com
E-MAIL ADDRESS

M H M CONSTRUCTION, LLC
COMPANY

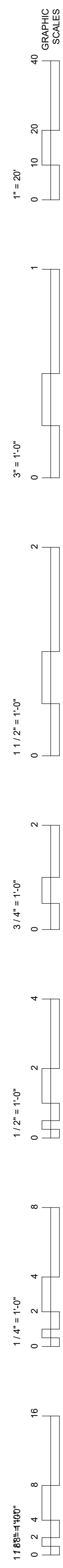
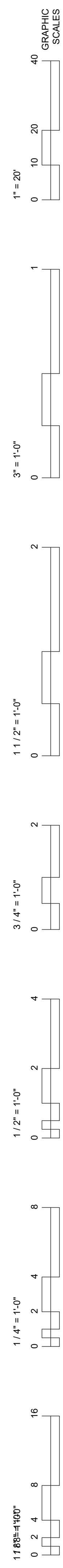
74016 Tietz Armada, HI 248-689-0710
ADDRESS 48005 PHONE

NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS _____

205326000

TAXPAYER I.D.#


$$1'' = 30'-0''$$


① SAWCUT CONCRETE SLAB ALONG THE EXISTING CONTROL JOINT, MINIMUM 4" WIDE FOR CONDUIT ROUTING. CORE UNDER CONCRETE SLAB AS AN OPTIONAL METHOD. REPLACE WITH NEW CONCRETE AFTER THE COMPLETION OF NEW WORK. APPLY BONDING AGENT TO THE OPPOSITE SIDE OF CONTROL JOINT PRIOR TO POURING NEW CONCRETE. TYPICAL FOR 4 PAVILIONS.

0A EXTERIOR FLOOD LIGHT, LIGMAN UMI-50461 SERIES.

0B EXTERIOR BOLLARD, KIM LIGHTING #BNB1LED, TO MATCH EXISTING.

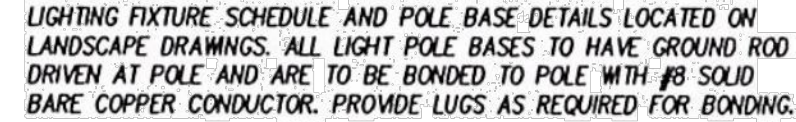
0C EXTERIOR IN-GRADE UPLIGHT FLOODS FOR FLAG, VISTA 1181 SERIES.



FLAG POLE LIGHTS TYPE "OC" DETAIL

NOT TO SCALE

1. PROVIDE NEW PATH LIGHT BOLLARDS (TYPE OB)
 - a. PROVIDE NEW IN-GRADE SPICE HANDHOLE FOR CIRCUITS #2 AND #3.
 - b. EXTEND NEW BRANCH WIRING TO ALTERNATING FIXTURES TYPE OB. TYPICAL FOR 8.
 - c. EXTEND CIRCUIT #3 TO THREE NEW STRUCTURE LIGHTING FIXTURES TYPE OA.
2. PROVIDE NEW ABOVE GRADE STRUCTURE LIGHTING (TYPE OA) TYPICAL FOR 3.
3. PROVIDE NEW FLAGPOLE LIGHTING (TYPE OC)
 - a. PROVIDE NEW IN-GRADE SPICE HANDHOLE FOR CIRCUITS #2.
 - b. EXTEND NEW BRANCH WIRING TO FIXTURES TYPE OC. TYPICAL FOR 3.
4. PROVIDE NEW GFI, WEATHERPROOF OUTLETS FOR CANOPY POWER AND SCOREKEEPER POWER
 - a. PROVIDE NEW UNDERGROUND FEEDERS (TWO CIRCUITS) FROM EXISTING CONTROL PANEL TO FOUR NEW OUTLETS, ONE EACH AT CENTER SUPPORT OF EACH CANOPY. HAVING TWO OUTLETS PER CIRCUIT.
 - b. PROVIDE TWO NEW 20 AMP 1 POLE BREAKERS IN EXISTING CONTROL PANEL.
 - c. PROVIDE NEW UNDERGROUND FEEDER FROM ONE CIRCUIT TO SCOREKEEPER OUTLET.
5. REPAIR ALL DISTURBED LANDSCAPE AND GROUNDS TO "AS NEW" CONDITIONS AS DIRECTED BY OWNER



PROVIDE "MISSDIG" SERVICE TO LOCATE UNDERGROUND CIRCUITS.
SPLICE BRANCH WRING TO EXTEND TO NEW FIXTURES.



1. SAWCUT EXISTING CONCRETE PAD TO EXTEND UNDERGROUND CONDUIT TO STEEL PAVILION POLE. RESTORE PAD AND GROUNDS TO ORIGINAL CONDITIONS.
2. FEED OUTLET FROM CIRCUIT TO REMAIN ACTIVE 24/7.
3. ROUTE NEW CONDUITS TO EXISTING CONTROL PANEL.

Electrical Plan East 14.1

Drawing Title

Project No

1955BP

Drawing No.

ES-1

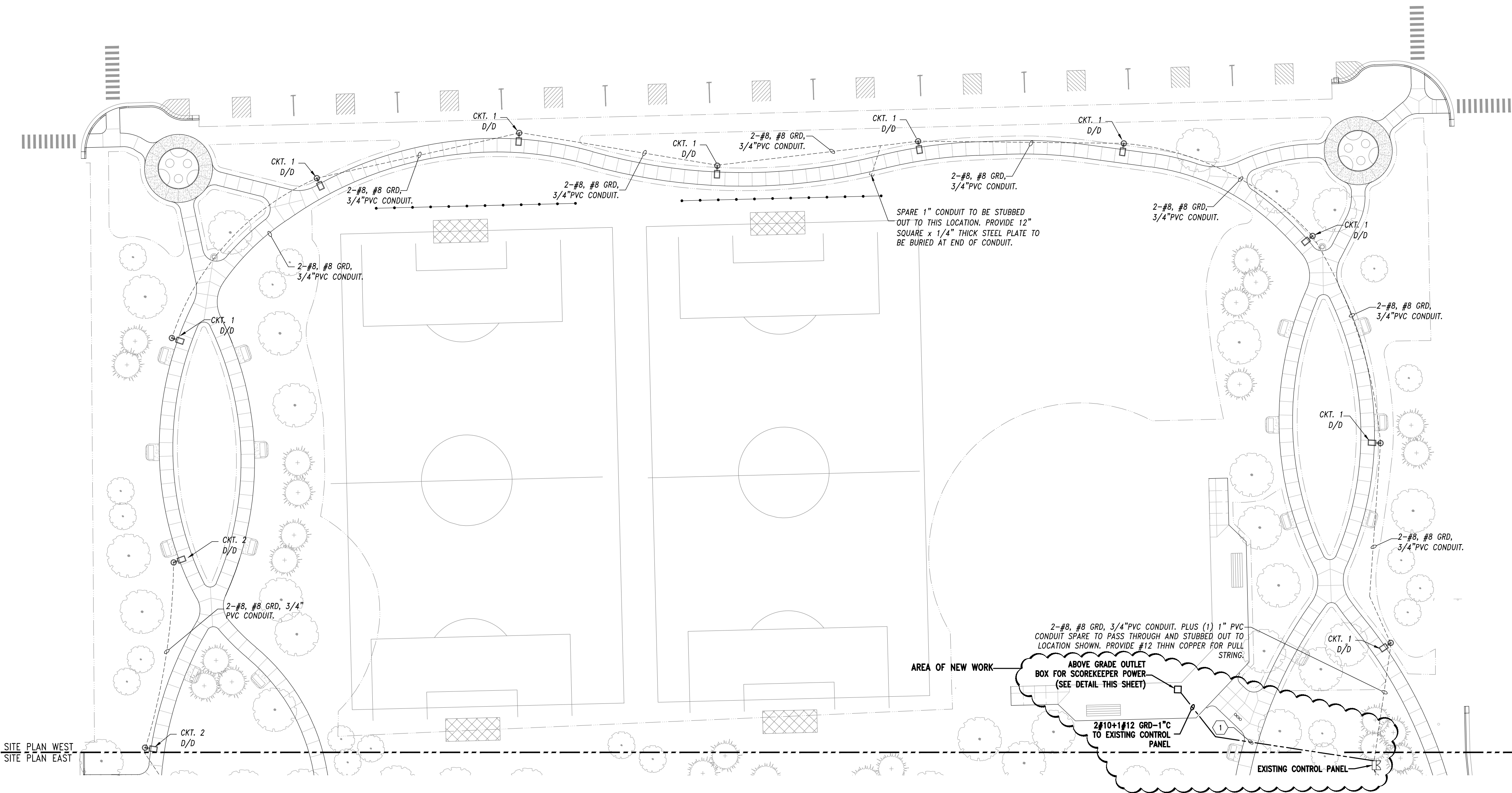
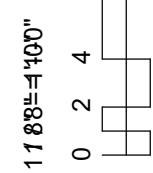
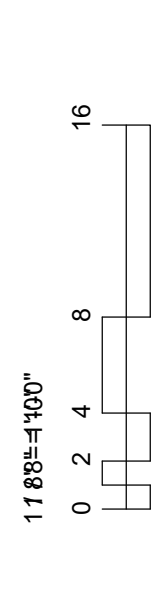
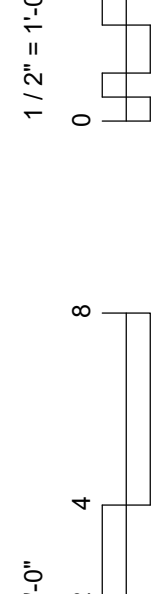
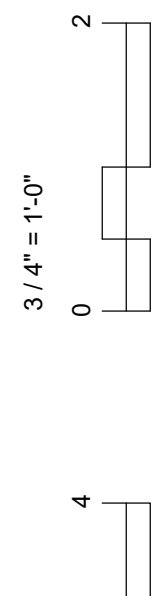
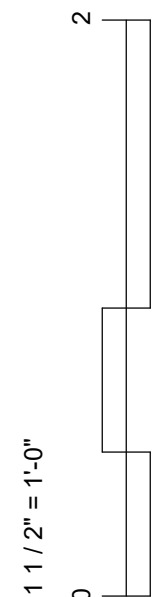
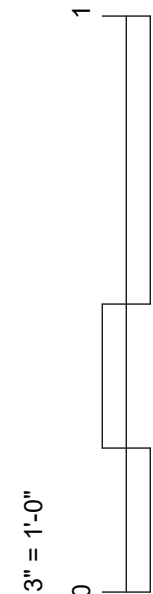
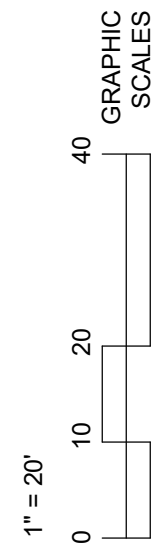


Issue Date	Issued For
03-19-20	Owner Review
04-30-20	Final Review
05-25-20	Permits

Project Administrator
W.H.
Project Arch/Engineer
W.H.
Designed
W.H.
Drawn
JLW
Checked
RRT
Approved
RRT
Scale
As Noted

Barnum Park
Electrical Additions
The City of Birmingham
Birmingham, Michigan

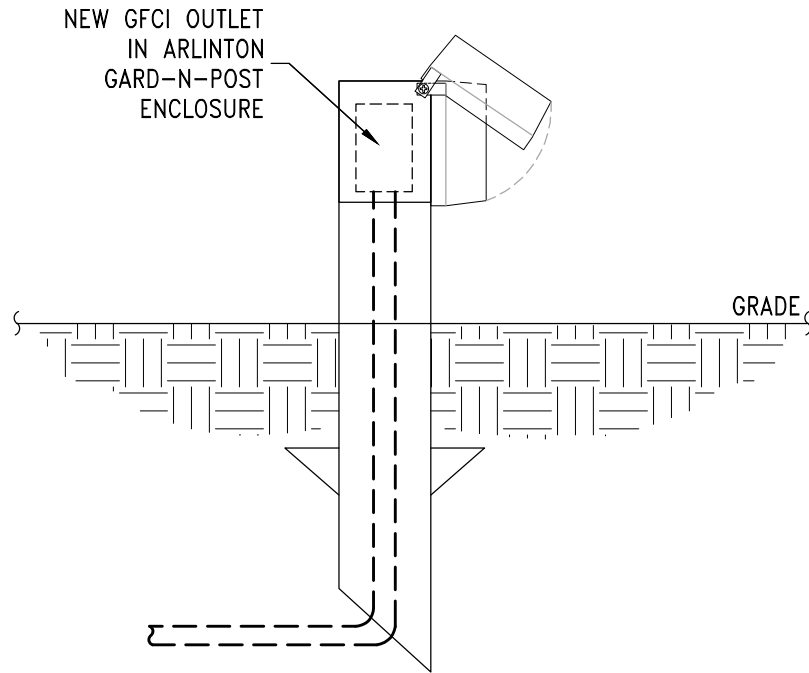
**SITE PLAN
ELECTRICAL
WEST**



SITE PLAN - ELECTRICAL - WEST (MODIFIED)
1" = 30'-0"

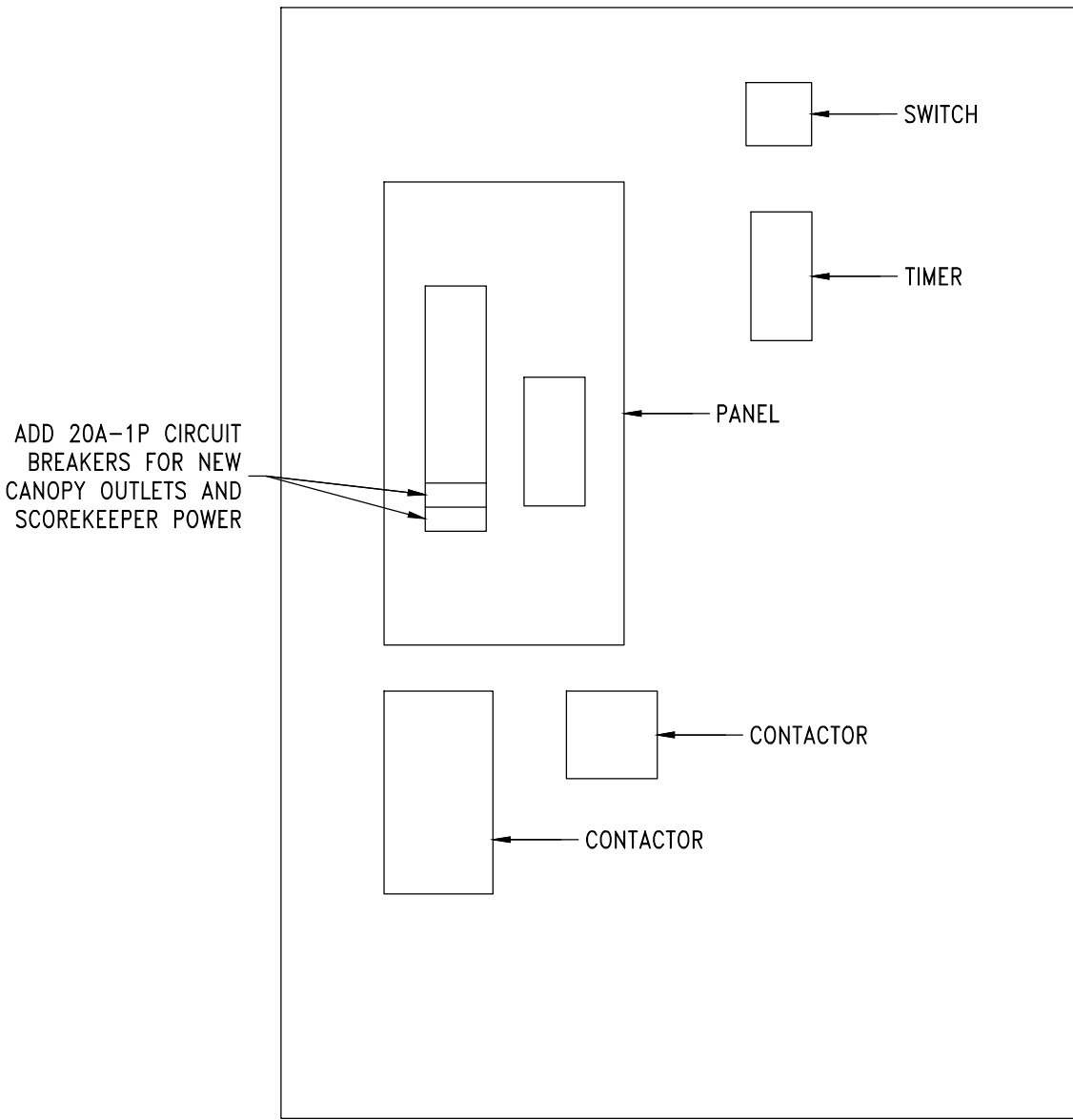
KEY NOTES:

- ① ROUTE CONDUIT UNDER EXISTING CONCRETE WALK. OPTIONAL: SAWCUT EXISTING PORTION OF CONCRETE WALK TO ACCOMMODATE NEW CONDUIT AND REPLACE AS REQUIRED.



ABOVE GRADE OUTLET-SCOREKEEPER
NOT TO SCALE

NOTE:
VERIFY LOCATION WITH OWNER PRIOR TO ROUGH-IN.



EXISTING CONTROL PANEL (DOOR REMOVED)
NOT TO SCALE

(E) CIRCUIT #1:	240V-1Ø	DUSK TO DAWN
(E) CIRCUIT #2:	240V-1Ø	DUSK TO DAWN
(E) CIRCUIT #3:	240V-1Ø	DUSK TO CLOSE
(E) CIRCUIT #4:	240V-1Ø	DUSK TO DAWN
NEW CIRCUIT #5:	120V-1Ø	HOT
NEW CIRCUIT #6:	120V-1Ø	HOT

REFERENCE DRAWING:
Electrical Plan West 14.2



ELECTRICAL TRADES NOTES

SCOPE OF WORK
INCLUDE THE COMPLETE REMOVAL OF ALL EXISTING LIGHTS, ASSOCIATED WIRING AND CONDUIT. INCLUDE ALL ELECTRICAL WORK REQUIRED FOR A COMPLETE NEW LIGHTING INSTALLATION AS INDICATED ON THE PLANS.

ORDINANCES, PERMITS AND FEES ALL MATERIALS, EQUIPMENT AND INSTALLATION SHALL CONFORM TO ALL LOCAL, STATE AND NATIONAL CODES. SECURE AND PAY FOR ALL PERMITS, INSPECTIONS AND TESTS REQUIRED BY ALL LOCAL, STATE AND NATIONAL DEPARTMENTS.

STANDARDS
ALL EQUIPMENT SHALL BE NEW AND SHALL CONFORM IN ALL RESPECTS TO THE LATEST APPROVED STANDARDS OF THE IEEE, OSHA, ANSI, NEMA, U.L., FORD AND J.I.C.

DAMAGE TO OTHER WORK
REPAIR AND PAY FOR ALL DAMAGE DONE TO THE EXISTING OR NEW WORK BY ELECTRICAL TRADES WORKMEN.

CUTTING AND PATCHING
ALL CUTTING AND PATCHING DONE AND PAID FOR BY THE ELECTRICAL CONTRACTOR.

EXAMINATION OF SITE
CONTRACTOR MUST EXAMINE EXISTING SITE AND BE THOROUGHLY AWARE OF CONDITIONS UNDER WHICH HE MUST WORK. ADVISE ENGINEER OF ANY CONTINGENCIES BEFORE SUBMITTING BIDS.

CLEANING
CLEAN UP ALL ELECTRICAL WORK AT COMPLETION OF JOB.

SHOP DRAWINGS
SUBMIT SEVEN (7) COPIES OF SHOP DRAWINGS ON ALL EQUIPMENT FOR APPROVAL.
APPROVAL.

RACEWAYS
ALL EXPOSED CONDUIT SHALL BE RIGID GALVANIZED STEEL; ALL UNDERGROUND CONDUIT TO BE PVC.

OUTLET BOXES
ALL OUTLET BOXES SHALL BE CAST "FS" OR "FD" TYPE, APPLETON OR EQUAL.

SUPPORTS
ALL STEEL SUPPORTS AND BRACES SHALL BE PROVIDED WHERE REQUIRED FOR THE PROPER INSTALLATION OF ALL LIGHTING FIXTURES, RACEWAYS AND OTHER ELECTRICAL EQUIPMENT. EXPANSION SCREW ANCHORS OF THE PROPER SIZE SHALL BE USED TO ATTACH EQUIPMENT OR CONDUIT SUPPORTS TO MATERIALS, SUCH AS CONCRETE OR MASONRY. CONDUIT SUPPORTS SHALL BE SUITABLE PIPE HANGERS, BRACKETS OR STRAPS.

WIRES AND CABLES
ALL BRANCH CIRCUIT WIRES SHALL BE NEW AND SHALL BE COPPER. MINIMUM WIRE SIZE SHALL BE #12, TYPE "THWN/THHN", 600 VOLT INSULATION.

LIGHT FIXTURES, LAMPS AND BALLASTS
PROVIDE, INSTALL AND WIRE ALL LIGHT FIXTURES AS SHOWN. FIXTURES SHALL BE FURNISHED WITH LAMPS. H.I.D. BALLASTS SHALL BE FUSED, 120 VOLT HPF, CBM AND ETL RATED. INSTALL LIGHTS ON UNISTRUT CHANNEL AS REQUIRED.

RECEPTACLES
ALL DUPLEX CONVENIENCE OUTLETS SHALL BE 20 AMPERE, 120 VOLT, "GROUNDING" TYPE SPECIFICATION GRADE, HUBBELL OR EQUAL. PROVIDE GFCI STYLE FOR ALL OUTDOOR APPLICATIONS.

FUSES
FUSES SHALL BE DUAL ELEMENT TYPE BUSSMANN "FUSETRONS" OR EQUAL.

GROUNDING
ALL EQUIPMENT SHALL BE GROUNDED ACCORDING TO GOVERNING CODE REQUIREMENTS. PROVIDE A GREEN GROUNDING CONDUCTOR IN EACH CONDUIT.

TESTING
TEST ALL CIRCUITS AND BALANCE LOADS AS SOON AS CONDUCTORS ARE INSTALLED.

EXISTING ELECTRICAL WORK
THE CONTRACTOR SHALL DISCONNECT ALL EXISTING ELECTRICAL EQUIPMENT, WHETHER SHOWN OR NOT, IN THE AREA OF NEW CONSTRUCTION AS REQUIRED FOR REMOVAL. THIS CONTRACTOR SHALL ALSO RELOCATE ANY ELECTRICAL WORK, WHETHER SHOWN OR NOT, THAT INTERFERES WITH NEW WORK.

EXISTING DEVICES
ALL EXISTING PANELS, WIRING DEVICES, TELEPHONE OUTLETS, ETC., SHALL REMAIN IN THEIR EXISTING LOCATIONS, UNLESS OTHERWISE NOTED.

REMOVAL
ALL MATERIALS THAT ARE REMOVED, LIGHTING FIXTURES, WIRING DEVICES, CONDUIT, WIRE, ETC., SHALL BE TURNED OVER TO THE OWNER OR REMOVED FROM THE PREMISES, AS DIRECTED BY THE OWNER'S FIELD REPRESENTATIVE.

GUARANTEE
ELECTRICAL CONTRACTOR SHALL FURNISH THE OWNER A ONE-YEAR GUARANTEE FOR ALL MATERIAL AND LABOR FURNISHED BY HIM.

BID ALTERNATE


SCOPE OF WORK
EXISTING BOLLARDS ARE 100 WATT, ED17, CLEAR HIGH PRESSURE SODIUM LAMPS. PROVIDE RETROFIT KIT TO REPLACE WITH LED.

#BNB1-LED-KIT/36L(3000K)UV

LIGHT FIXTURE SCHEDULE		
ITEM #	DESCRIPTION	MANUFACTURER
OA	EXTERIOR, ABOVE-GRADE MOUNTED, LED FLOODLIGHT, IP65, MARINE GRADE ALUMINUM, PRE-PAINTED, 10KV SURGE SUPPRESSOR	LEGMAN #UMI-50461-38W-M-W30-01-240-CRL OR OWNER APPROVED EQUAL
OB	EXTERIOR BOUNCE BOLLARD (TO MATCH EXISTING) WITH LED DRIVER, 3000K, TYPE V DISTRIBUTION. FIXTURE MUST BE GROUNDED.	KIM LIGHTING #BNB1-36L-3K-UV-BL-BBC OR OWNER APPROVED EQUAL
OC	12" DIAMETER, IN-GROUND WELL LIGHT, POLYMER HOUSING, WALKOVER LENSE, LED, 3000K, MEDIUM FLOOD, TILT OPTICS 25 DEGREES, IP68	VISTA #1188-B-MF-30-C-MV-AX-ND-B34-T025 OR OWNER APPROVED EQUAL

Key Plan

Seal



Signature

Date

Issue Date	Issued For
03-19-20	Owner Review
04-30-20	Final Review
05-25-20	Permits
Project Administrator	
W.H.	
Project Arch/Engineer	
W.H.	
Designed	
W.H.	
Drawn	
JLW	
Checked	
RRT	
Approved	
RRT	
Scale	
As Noted	
Project Title	

Barnum Park
Electrical Additions
The City of Birmingham
Birmingham, Michigan

Drawing Title

ELECTRICAL SPECIFICATIONS AND SCHEDULE

REFERENCE DRAWING:

Project No	Drawing No
1955BP	ES-3

DATE: November 17, 2020

TO: Joseph A. Valentine, City Manager

FROM: Alexandria Bingham, City Clerk Designee

SUBJECT: 2021 Art Birmingham – May 8 – 9, 2021

INTRODUCTION:

The Birmingham Bloomfield Art Center submitted a Special Event application to hold the 2021 Art Birmingham event in Shain Park and on surrounding on May 8-9, 2021. Set-up for the event is scheduled for Friday, May 7, 2021 from 5 pm to 10 pm.

BACKGROUND:

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

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

Farmers Market	Sundays	Lot 6
Celebrate Birmingham Parade & Party	May 16	Shain Park, Downtown
Summer concerts	Wednesdays	Shain Park

Art Birmingham has indicated that all programs will be evaluated to make sure they meet state guidelines for the pandemic at that time.

LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the 2021 Art Birmingham special event to be held May 8-9, 2021 with set-up to begin Friday, May 7th between 5 pm and 10 pm. Tear-down will begin at the conclusion of the event on Sunday, May 9th at approximately 5 pm to 9 pm.

ATTACHMENTS:

1. Special Event application, with **COVID-19 PLAN AND TRAFFIC FLOW/GATE PLAN**
2. The Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on November 6, 2020. Notification addresses are on file in the Clerk's Office.
3. Hold Harmless Agreements signed by The Guild of Artists and Artisans, and Birmingham Bloomfield Art Center (Certificate of Insurance due on or before April 23, 2021).
4. Department Approval page with comments and estimated costs.

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Bloomfield Art Center to hold Art Birmingham in Shain Park and on surrounding streets on May 8-9, 2021 contingent upon compliance with all permit and insurance requirements, as well as payment of all fees and, further pursuant to any minor modifications 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.

20-0011883

Clerk's Office
City of Birmingham, MI

OCT 27 2020

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

RECEIVED

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application October 21, 2020

Name of Event 40th Annual Art Birmingham

Detailed Description of Event (attach additional sheet if necessary) Fine Art Fair featuring approximately 160 professional, jury selected artists, art demonstrations and art activities for all ages. The event is an annual fundraiser for the Birmingham Bloomfield Art Center.

(Due to Covid 19, all programs will be evaluated to make sure they meet state guidelines for the pandemic.)

Location In Shain Park and on surrounding streets

Date(s) of Event May 8 & 9, 2021 Hours of Event Sat 10am-6pm Sun 10am-5pm

Date(s) of Set-up May 7, 2021 Hours of Set-up 5pm - 10pm

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

Date(s) of Tear-down May 9, 2021 Hours of Tear-down 5pm - 10pm

Organization Sponsoring Event Birmingham Bloomfield Art Center

Organization Address 1516 S. Cranbrook, Birmingham, MI 48009

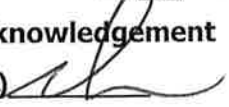
Organization Phone 248.644.0866

Contact Person Annie VanGeldereren

Contact Phone 248.644.0866 ext 108

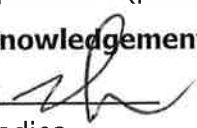
Contact Email annievangeldereren@bbartcenter.org

II. EVENT INFORMATION

1. Organization Type Non-profit
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
The Guild of Artists & Artisans 118 N. Fourth Ave, Ann Arbor, MI 48104
Karen Delhey, Executive Director karen@theguild.org (734)662-3382 ext. 303
3. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary Birmingham Bloomfield Art Center
List expected income \$20,000
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe This will be the 40th Annual Art Birmingham
5. Total number of people expected to attend per day Usually 30,000+ but will be adapted to follow state guidelines due to Covid.
6. The event will be held on the following City property: (Please list)
☒ Street(s) Martin, Henrietta, Merrill, Bates
☐ Sidewalk(s) _____
☒ Park(s) Shain Park
7. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) 
8. What parking arrangements will be necessary to accommodate attendance? Exhibitors and attendees will use city structures and lots

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

Describe Trained staff and volunteers are on site from move in to move out to ensure safety and provide maintenance. Overnight professional security is contracted for the event.

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

Describe Police and paramedics

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

12. Will music be provided? YES ☒ NO ☐
X Live Amplification Recorded Loudspeakers
Time music will begin Noon each day
Time music will end 5pm each day
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES ☒ NO ☐
Number of signs/banners Approximately 10 portable A-Frames
Size of signs/banners 21" x 36"
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?
TBD			

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	33	\$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	4	\$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)	160	10x10
Portable Toilets	10	Type text here
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 40th Annual Art Birmingham

EVENT DATE May 8 & 9, 2021

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

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



Signature

10-26-20

Date

IV. SAMPLE LETTER TO NOTIFY ANY AFFECTED PROPERTY/BUSINESS OWNERS

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. *(Sample letter attached to this application.)*
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.

Hold Harmless Agreement

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



Annie VanGeldereren
President and CEO

Date: 10-26-20



May 8 & 9, 2021

Produced by the Birmingham Bloomfield Art Center in partnership with The Guild of Artists & Artisans.

As we move forward in planning the 2021 event, we know that there still may be State Guidelines in place regarding the Covid 19 Pandemic. We have attached two maps to this application. One is our standard layout, the second is a socially distanced layout. Should we need to do a socially distanced event, we will be prepared to implement any or all of the below mitigation strategies as needed at the time of the event.

1. Health Screening for all staff and volunteers each day of the event prior to allowing onsite
2. Gate the event to limit capacity (dependent on current capacity requirements)
3. Enforce mask wearing by artists and fairgoers.
4. One-way traffic flow inside the event.
5. Signage reminding people to adhere to 6' distance
6. Increase hand washing stations as well as have abundance of hand sanitizer throughout
7. Work with all artists and vendors to ensure they are following proper safety protocols
8. Increased staffing for enforcement and sanitation
9. Remove the Art Activity Area and any areas that encourage gathering
10. Increased spacing between booths

We will adhere to State of Michigan mandates and follow best practices as guided by the state and local government.

Thank you.

Karen Delhey
Executive Director
The Guild of Artists & Artisans

Annie VanGelderren
President/CEO
Birmingham Bloomfield Art Center

The Birmingham Bloomfield Art Center has been providing “art for all” since 1957 and is a regional non-profit art center committed to promoting the visual arts. The BBAC’s mission is “to connect people of all ages and abilities with visual arts education, exhibitions, and other creative experiences.” Each year more than 500 classes are offered for all skill levels and ages, preschool to senior citizens. Throughout the year, more than 9,000 individuals are served by classes, workshops, art camps, ArtAccess programs, special events and exhibitions (that are free and open to the public). The BBAC also supports hundreds of artists each year, with opportunities to teach, exhibit and sell their work.

EDUCATION

More than 500 classes and workshops are offered each year at the BBAC for adults and youth as young as three years old. Curriculum includes painting, drawing, ceramics, jewelry and metalsmithing, printmaking, sculpture, weaving, book arts, and more, and student artists range from the novice to the notable. There are always introductory or sampler classes for those with artistic desire who may not know exactly what they want to pursue.

EXHIBITIONS

- There are five distinct gallery spaces at the BBAC, each with a new exhibit about every four to six weeks, and all are free and open to the public. Exhibiting artists range from “master” to emerging, and media includes painting, sculpture, fiber, and more. The BBAC is committed to providing its students with authentic exhibiting experience, and dedicates one gallery to adult student shows. The newest and fifth gallery is expressly dedicated to the work of ArtAccess participants and the youngest student artists.

OUTREACH

Since 2008, BBAC ArtAccess programs support the art center’s vision of “art for all” by striving to provide the transformative power of art to those who may have limited access, bringing meaningful hands-on experiences to those otherwise lacking the means to create and connect to the world of visual arts.

- **Meet Me @ the BBAC** – In 2013, the BBAC launched a new access program based on *Meet Me at MoMA*, created by The Museum of Modern Art (NYC), offering interactive gallery and art-making sessions for individuals with early- and mid-stage Alzheimer’s or dementia along with their caregivers.
- **Art of Caregiving**® – New in 2016, the BBAC’s latest community outreach program offers a series of art workshops for caregivers of the elderly and people with Alzheimer’s/dementia – all free.
- **ArtBridge: Bridging High School to College to Careers in Visual Arts** – Aiming to help young people realize their educational and artistic career aspirations, ArtBridge is a comprehensive program that prepares motivated students by confirming and building their skills, making sure art fundamentals are well covered, providing college selection guidance and mentoring, and assisting with digital portfolio preparation. Thanks to funding from private foundations, each year dozens of motivated Detroit students considering art as a career participate in this program for no cost.
- **ArtBridge in Detroit: MacDowell Preparatory Academy** – In 2016, the BBAC adopted a Detroit middle school which had to eliminate all arts from its curriculum in 2010. We provide weekly art classes for all grades, including professional instructor and materials, plus a weekly after-school gathering to create art – all at no cost to the school or students.
- **Studio 1**® – Addresses visual art education for special needs populations of all ages including historically underserved individuals and groups with unique physical, emotional, or developmental needs. By working with partner organizations, those who serve people with special needs of many kinds, the BBAC promotes multiple levels and cross-sectors of collaboration.
- **Sundays @ the Center** - Focusing on multi-generational programming, we offer monthly drop-in workshops, with two options for authentic art-making, led by an artist instructor. The cost is nominal and all materials are provided.
- **Seniors @ the Center** - Also offered monthly are drop-in visual art workshops that correspond to this age group, designed to teach a genuine art project each time. The cost per person is nominal, and participants range from individuals to groups from assisted living facilities.

Church

driveway

driveway

Tallulah patio

Food

Martin St

Library

Fountain

Pierce

City Hall

Info

Merrill St

Merrill St

Chester

Community House

Bates St

Kid's Art Activities

Parking Lot

Henrietta St

The Townsend Hotel

Townsend St.

Art Birmingham
2021

Church
driveway

Tellulah patio

Martin St

Library

Fountain

Pierce
City Hall

Info

Merrill St

Merrill St

Chester

Bates St

Henrietta St

Community House

Parking Lot

The Townsend
Hotel

Townsend St.

Art Birmingham –
Socially Distanced
Version Map
2021



2021 Art Birmingham Participating Artist,

This letter is to inform you that artist parking is restricted to Parking Structures and Oversize Lots ONLY. Any artist vehicles that are found parked at street meters will be ticketed and towed. Those artists will also be unable to participate in future Birmingham Art Fairs.

Maps are included within your packet to indicate available parking structures and lots.

We thank you for your cooperation.

Sincerely,

T H E G U I L D O F A R T I S T S & A R T I S A N S

118 N. Fourth Avenue • Ann Arbor, MI 48104-1402
734.662.3382 • Fax: 734.662.0339 • info@theguild.org • www.theguild.org



Hold Harmless Agreement

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

Karen Delhey

Executive Director

Date: October 21, 2020

T H E G U I L D O F A R T I S T S & A R T I S A N S

118 N. Fourth Avenue • Ann Arbor, MI 48104-1402

734.662.3382 • Fax: 734.662.0339 • info@theguild.org • www.theguild.org



SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: November 6, 2020

TO: Principal Shopping District Members, Downtown Birmingham Residents,
Interested Parties and Property Owners

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

EVENT INFORMATION

NAME OF EVENT: 40th Annual Art Birmingham
LOCATION: In and around Shain Park (layout enclosed)
DATES/TIMES OF EVENT: Saturday, May 8, 2021, 10am – 6pm and
Sunday, May 9, 2021, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY: A fine art fair featuring the handmade artwork of approximately 160 jury-selected artists. Now in its 39th year, the fair is a key annual fundraiser for the highly respected Birmingham Bloomfield Art Center (BBAC) whose "Art for All" vision delivers arts education and exhibitions to the community it serves. **If you experience any issues during the event, please contact the Birmingham Police Department at [248.530.1889](tel:248.530.1889).**

DATES/TIMES OF SET UP: Friday, May 7, 2021, meters bagged at 3pm with street closings at 5pm and move-in completed by 9pm
DATES/TIMES OF TEAR DOWN: Sunday, May 9, 2021, from 5pm to 9pm

DATE/TIME OF CITY COMMISSION MEETING: **Monday, November 23, 2020 at 7:30PM**

The city commission meeting will be held virtually via Zoom. For complete instructions on how to access the meeting please visit:

https://www.bhamgov.org/government/commission/meeting_agendas_and_minutes.php.

A complete copy of the application to hold this special event is available for your review at the city clerk's office (248.530.1880). To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER: Birmingham Bloomfield Art Center
ADDRESS: 1516 S. Cranbrook, Birmingham, MI 48009
PHONE: 248.644.0866

For Questions on day of Event, Contact: Karen Delhey (734)646-8431

Attachment:

Art Birmingham layout/map

DEPARTMENT APPROVALS

EVENT NAME: Art Birmingham

LICENSE NUMBER #20-00011883

COMMISSION HEARING DATE: 11/23/2020

NOTE TO STAFF: Please submit approval by **11/9/2020**

DATE OF EVENT: May 8-9, 2021

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	1 Tents in excess of 200 square feet and canopies over 400 square feet require permits. 2. All tents/canopies must be flame resistant with certification. 3. No smoking inside any tent or canopy. Signs to be posted. 4. Tents or canopies must be secured with sandbags, weights, or water ballast. 5. Tents and canopies must be located per the approved layout.		\$166.11	
FIRE 101-000.000-634.0004 248.530.1900	JMC	BS & A Application Template 1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any		\$45	

tents. Cooking devices shall not be permitted within 20 feet of the tents.

4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.
5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal.
6. Pre-event site inspection required.
7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.
8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.
9. Cords, hoses, etc. shall be matted to prevent trip hazards.
10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.
11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.
12. A permit is required for Fire hydrant usage.
13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.
14. Provide protective barriers between hot surfaces and the public.
15. All cooking hood systems that capture grease laden vapors

		<p>must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher.</p> <p>16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the Fire Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.</p>			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades		\$1500	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird	Trash boxes, set-up, barricade placement, dumpsters.		\$2,300	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Maintain 5' clearance on all sidewalks for pedestrian access route. No pavement damage allowed for tents or other structures.	None	\$0	\$0
SP+ PARKING					
INSURANCE 248.530.1807		Need to submit Col, Hold Harmless Agreement	None	\$0	\$0

CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on Nov. 6th. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 4/23/2021.	Applications for vendors license must be submitted no later than 4/23/2021.	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$4,011.11	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

DATE: November 18, 2020

TO: Joseph A. Valentine, City Manager

FROM: Alexandria Bingham, City Clerk Designee

SUBJECT: 2020 Menorah Display in Shain Park – December 10-19, 2020

INTRODUCTION:

The Chabad Jewish Center of Bloomfield Hills submitted a Special Event application to display the Shain Park Menorah from December 10-19, 2020, with a special gathering beginning at 4:30 pm on Sunday, December 13, 2020. Set-up for the display is scheduled for mid-day on December 6th, with tear-down scheduled for early afternoon on December 27th.

BACKGROUND:

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

Rabbi Dubov has indicated that the Menorah lighting event will be held virtually on December 13th, with only limited in-person participation.

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

Winter Markt/Santa House/Carriage Rides	12/4-12/6	Shain Park
Santa House/Carriage Rides	December Weekends	Shain Park
Nativity Display	11/26-12/31	Shain Park

LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the 2010 Shain Park Menorah special event to be displayed 12/10 – 12/19/20, with a special gathering beginning at 4:30 pm on 12/13/20. Set-up is scheduled to begin mid-morning on 12/6. Tear-down will begin early afternoon on 12/27.

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 November 4, 2020. Notification addresses are on file in the Clerk's Office.
3. Hold Harmless Agreement and the Certificate of Insurance due to the Clerk's Office on or before 11/26/2020.
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Chabad Jewish Center of Bloomfield Hills to display the Shain Park Menorah on December 10-19, 2020, with a special gathering to be held on December 13, 2020 beginning at 4:30 pm in Shain Park, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications 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.

20-00011888

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 10/29/2020

Name of Event Shain Park Menorah

Detailed Description of Event (attach additional sheet if necessary) Annual Menorah display for the Chanukah holiday season at Shain Park. One night of the holiday would be a Menorah lighting event, this year to be held virtually, with only limited in-person participation.

Location Shain Park

Date(s) of Event Dec 10 - Dec 19, 2020 Hours of Event Spec. event: Dec 13, 4:30 PM

Date(s) of Set-up Dec 6 Hours of Set-up Late morn - early afternoon

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

Date(s) of Tear-down Dec 27 Hours of Tear-down Late morn - early afternoon

Organization Sponsoring Event Chabad Jewish Center of Bloomfield Hills

Organization Address 3805 Quarton Road, Bloomfield Hills, MI 48302

Organization Phone 248-949-6210

Contact Person Rabbi Levi Dubov

Contact Phone 248-949-6210

Contact Email rabbi@bloomfieldhillsschabad.org

II. EVENT INFORMATION

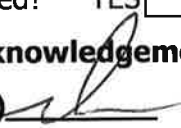
1. Organization Type Non-profit community group
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) n/a

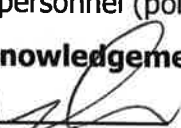
3. Is the event a fundraiser? YES ☐ NO ☒
List beneficiary _____
List expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe Annual Menorah display, one night special lighting event

5. Total number of people expected to attend per day 10-15 for special event
6. The event will be held on the following City property: (Please list)
☐ Street(s) _____

☐ Sidewalk(s) _____

☒ Park(s) Shain Park

7. Will street closures be required? YES ☐ NO ☒
(Police Department acknowledgement prior to submission of application is required) (initial here) 
8. What parking arrangements will be necessary to accommodate attendance? n/a

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐
If yes, please provide number of staff to be provided and any specialized training received.
Describe Volunteers from organization
10. Will the event require safety personnel (police, fire, paramedics)? YES ☐ NO ☒
(Police Department acknowledgement prior to submission of application is required.) (initial here) 
Describe _____
11. Will alcoholic beverages be served? YES ☐ NO ☒
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.
12. Will music be provided? YES ☒ NO ☐
_____ Live _____ Amplification _____ Recorded ☒ Loudspeakers
Time music will begin 4:00 pm
Time music will end 6:00 pm
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 Shain Park Menorah

EVENT DATE Dec 10 - Dec 19, 2020 (throught Chanukah)

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

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



Signature

10/29/2020

Date

IV. SAMPLE LETTER TO NOTIFY ANY AFFECTED PROPERTY/BUSINESS OWNERS

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (*Sample letter attached to this application.*)
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.



Chabad Jewish Center of Bloomfield Hills

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: 11/4/2020

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

EVENT INFORMATION

NAME OF EVENT: Shain Park Menorah LOCATION: Shain park

DATE(S) OF EVENT: Dec. 10-19 2020 (the days of Chanukah), virtual community lighting event Dec. 13

HOURS OF EVENT: Special virtual event, approx. 4-6 pm.

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Annual Menorah display in Shain Park for the Jewish holiday of Chanukah. One evening will be a virtual lighting event.

DATE(S) OF SET-UP: Dec. 6 2020 HOURS OF SET-UP: Late morning

DATE(S) OF TEAR-DOWN: Dec. 27 2020 HOURS OF TEAR-DOWN: Late morning

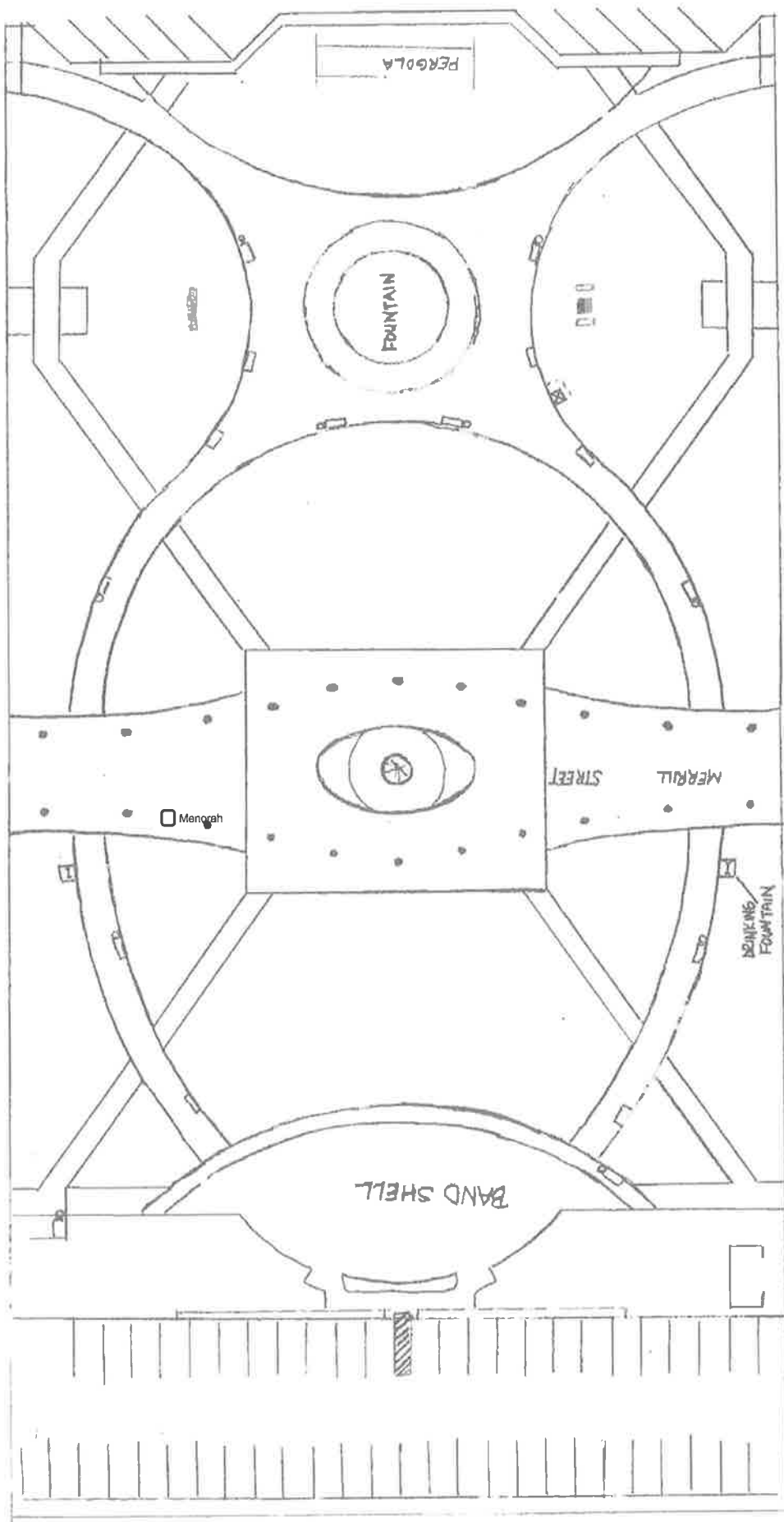
DATE OF CITY COMMISSION MEETING: Nov 23 2020, 7:30 PM

The City commission will be meeting virtually via Zoom, Meeting ID: 655 079 760. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Chabad Jewish Center of Bloomfield Hills

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

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







MARTIN STREET

HENRIETTA STREET

Birmingham Map



Legend

-  City Boundary
 Lakes and Rivers
 Streams
 Parcels



DISCLAIMER

The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation of this report, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors, inaccuracies, and omissions can occur. Official versions should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.

DEPARTMENT APPROVALS

EVENT NAME: Shain Park Menorah

LICENSE NUMBER #20-00011890

COMMISSION HEARING DATE: 11/23/2020

NOTE TO STAFF: Please submit approval by **11/9/2020**

DATE OF EVENT: 12/6 – 12/27/2020

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	No Building Department involvement		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$0	
POLICE 101-000.000.634.0003 248.530.1870					
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird	A representative from the DPS department requests to meet with the representative for the proper installation of the Menorah Display.		\$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	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 11/4/2020. 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 11/20/2020.	Applications for vendors license must be submitted no later than N/A.	\$165 pd	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 11/18/20

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DATE: November 3, 2020

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk

SUBJECT: 2021 Memorial Day Service – May 31, 2021

INTRODUCTION:

The Birmingham Memorial Day Committee submitted a Special Event application to hold the 2021 Memorial Day Service in Shain Park on May 31, 2021 at 10:00-11:00 am. Set-up for the event is scheduled for May 31st at 9 am.

BACKGROUND:

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

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

Farmers Market Celebrate Birmingham	Sundays	Lot 6
Birmingham Hometown Parade & party	May 16	Shain Park & city streets
Art Birmingham	May 8, 9	Shain Park & city streets
Village Fair (application not submitted)	May 26-30	Shain Park & city street

The committee has indicated that the service will comply with all restrictions dictated by the state and as directed by the City Manager, as was done in 2020, via live streaming.

LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the 2021 Memorial Day Service to be held May 31, 2021 from 10:00-11:00 am, with set-up to begin at 9:00 am. Tear-down will begin at the conclusion of the event on that day.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on November 3, 2020. Notification addresses are on file in the Clerk's Office.
3. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Memorial Day Committee to hold the Memorial Day Service in Shain Park on May 31, 2021 from 10:00 – 11:00 am, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications 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.

20-00011881

Clerk's Office
City of Birmingham, MI

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

OCT 27 2020

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 Oct. 26, 2020

Name of Event BIRMINGHAM MEMORIAL DAY SERVICE

Detailed Description of Event (attach additional sheet if necessary) PATRIOTIC PROGRAM INCLUDES ADDRESSES OF HISTORICAL INTEREST, MAYORAL REMARKS, BIRMINGHAM CONCERT BAND, LAYING OF WREATHS AT MONUMENTS

Location SHAIN PARK

Date(s) of Event MAY 31, 2021 Hours of Event 10AM-11AM

Date(s) of Set-up SAME Hours of Set-up 9am-10am

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

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

Organization Sponsoring Event BIRMINGHAM MEMORIAL DAY COMMITTEE

Organization Address 1267 TWIN MAPLES LANE, Bldg. Hills

Organization Phone 248.258.9007

Contact BRUCE W. MILLER Person _____

Contact _____ Phone _____

Contact Email SPARTAN70@SBCGLOBAL.NET

II. EVENT INFORMATION

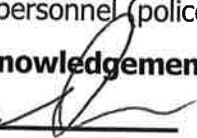
1. Organization Type COMMUNITY GROUP
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____

3. Is the event a fundraiser? YES ☐ NO ☒
List _____ beneficiary _____
List _____ expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe ANNUAL _____

5. Total number of people expected to attend per day 300
6. The event will be held on the following City property: (Please list)
☐ Street(s) _____
☐ Sidewalk(s) _____
☐ Park(s) SHAIN _____
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? NONE

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

Describe _____

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

Describe _____

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

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

Recorded 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. I. 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	Ø	6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	Ø	\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	Ø	\$350.00/per dumpster per day.	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	Ø	\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event?

YES

NO

(show location of each on map) NOTE: Stakes are not allowed.

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

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME BIRMINGHAM MEMORIAL DAY SERVICE
EVENT DATE MAY 31, 2021

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.

Brownmill

Signature

Oct. 26, 2020

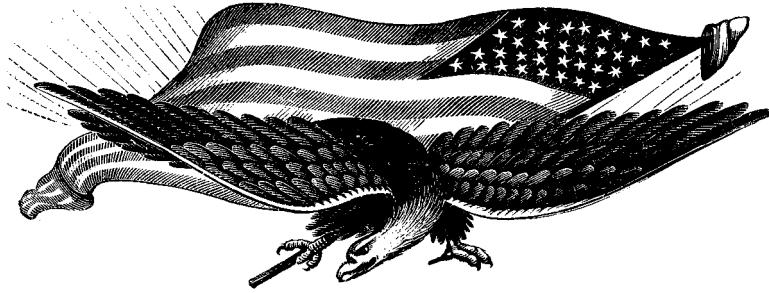
Date

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

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.

Birmingham Memorial Day Committee



Contact: Bruce Miller
Telephone: 248.258.9007
E-mail: spartan70@sbcglobal.net

November 4, 2020

Birmingham Memorial Day Committee 2021 Covid Plan

As we did in 2020, the Memorial Day service will comply with all restrictions dictated by the state government and as directed by the City Manager. In 2020, the service was live streamed on Facebook and the participants limited to ten people. We can do this again if need be.



SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS

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

NAME OF EVENT: Memorial Day Ceremony
LOCATION: Shain Park
DATES/TIMES: Monday, May 31, 2021
10:00 AM

DATE/TIME OF CITY COMMISSION MEETING: Monday, November 23, 7:30PM

VIRTUAL MEETING: Meeting ID: 655 079 760

The city commission meets in room 205 of the Municipal Building at 151 Martin. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530.1880).

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

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



SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS

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

NAME OF EVENT: Memorial Day Ceremony
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DATE/TIME OF CITY COMMISSION MEETING: Monday, November 23, 7:30PM

VIRTUAL MEETING: Meeting ID: 655 079 760

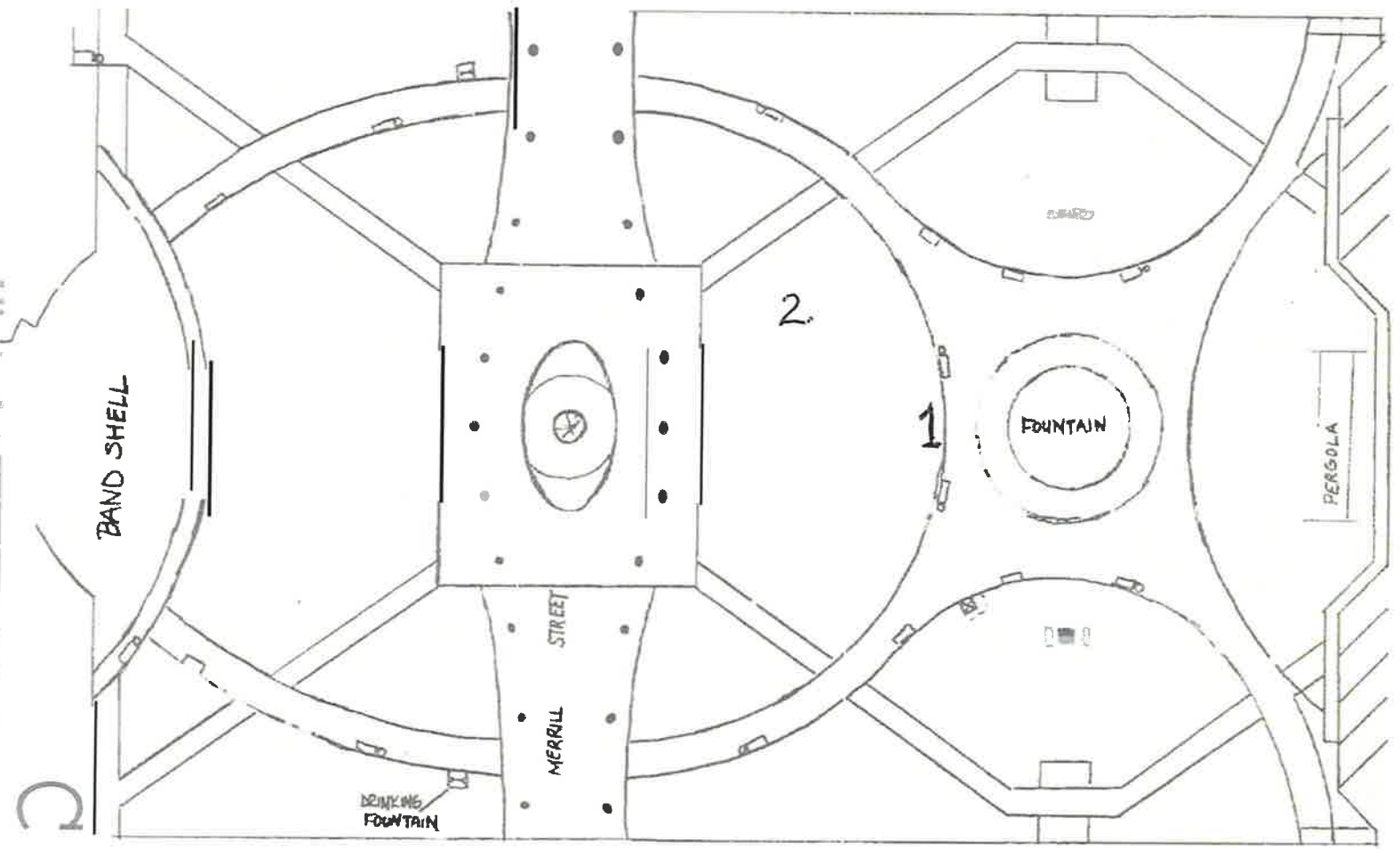
The city commission meets in room 205 of the Municipal Building at 151 Martin. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530.1880).

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

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

1 11111 11 111111

STREET MARTIN



- 1. Podium
- 2. B'ham Concert Band

Birmingham Map

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



Library

City Hall

/6

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DEPARTMENT APPROVALS

EVENT NAME: MEMORIAL DAY SERVICE

LICENSE NUMBER #20-00011887

COMMISSION HEARING DATE: 11/23/2020

NOTE TO STAFF: Please submit approval by 11/9/2020

DATE OF EVENT: MAY 31, 2021

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No building department involvement.		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel to provide extra patrol and attend event.		\$0	\$0
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 11/3/2020	City Event. Audio Equipment, Podium and Chairs will be provided.		\$0	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No Engineering Department Involvement	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807					
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed on 11/3/2020. 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 _____

Rev. 11/18/20

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DATE: November 18, 2020

TO: Joseph A. Valentine, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Coolidge Highway and Maple Road
Traffic Signal Replacement
Cost Sharing Agreement

INTRODUCTION:

The Road Commission for Oakland County has proposed the replacement of the traffic signal at Coolidge Highway and Maple Road. Based on the jurisdictions of these two roads, the City is responsible for about 25% of the cost of this improvement. The Road Commission is asking the City to commit to contributing to this cost at this time.

BACKGROUND:

The Road Commission for Oakland Co. has legal jurisdiction for Maple Road, east of Coolidge Highway. The cities of Birmingham and Troy share jurisdiction of Maple Road, west of Coolidge Highway, and for Coolidge Highway, north of Maple Road. The City of Troy has legal jurisdiction of Coolidge Highway, south of Maple Road.

The Road Commission for Oakland County received a request to install audible push buttons at the intersection of Maple Road and Coolidge Highway. The existing signal was originally constructed in 1992, and had some equipment updates in 2000. Due to the age of the signal, and in order to bring the pedestrian facilities at this location up to the current ADA standards, the entire signal must be replaced, along with associated sidewalk ramps and landings.

The Road Commission has a long history of prioritizing safety improvements, and the design of this project is in a preliminary stage. They have not decided whether a mast-arm or box-span design is appropriate at this location as of this writing, but the preliminary estimated cost provided should account for either case. They indicated that the Birmingham would have an opportunity to participate in the field review by RCOC before the design is finalized. They notified both Birmingham and Troy about the cost parameters, and the initial cost estimate is \$300,000. Staff from both cities indicated that they would endorse the project.

A photograph of the current traffic signals is attached to this report.

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

LEGAL REVIEW:

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

FISCAL IMPACT:

As stated in the agreement, the total cost of the project is estimated at \$300,000. The City of Birmingham is being asked to pay 25% of that cost, or \$75,000. As previously stated, this work is not planned until the Summer of 2021 and the City will not be billed until July 1, 2021 or later. With this in mind, funds for this work will be included in the City's next fiscal year budget (2021/2022).

SUMMARY

The Road Commission for Oakland County has proposed to replace the traffic signal at the intersection of Coolidge Highway and Maple Road. The work is being justified as a safety improvement. The design is in progress, and the contract has not been awarded. Birmingham will have the opportunity to review the design prior to finalizing.

ATTACHMENTS:

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

SUGGESTED RESOLUTION:

To approve the cost sharing agreement with the Road Commission for Oakland County, agreeing to pay the City of Birmingham's share of the cost to replace the traffic signal at the intersection of Coolidge Highway and Maple Road, at a cost not to exceed \$75,000, to be charged to account number 202-303.001-971.0100. Also, to authorize the Mayor to sign the agreement on behalf of the City.

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

Type of Work: Traffic Signal Modernization and Maintenance

Location: Coolidge Highway and Maple Road

Signal No: 125

Date Effective:

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

DIVISION OF COSTS

AGENCY	MODERNIZATION		MAINTENANCE
	Percent	Estimated Cost	Percent
RCOC	25 %	\$ 75,000.00	25 %
City of Birmingham	25 %	\$ 75,000.00	25 %
City of Troy	50 %	\$ 150,000.00	50 %
Total	100 %	\$ 300,000.00	100 %

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

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

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

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

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

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

APPROVED:

ROAD COMMISSION FOR OAKLAND COUNTY

Date _____

By _____

Danielle Deneau, P.E.

DIRECTOR OF TRAFFIC-SAFETY

Title of Authorized Official

APPROVED:

CITY OF BIRMINGHAM

Date _____

By _____

Title of Authorized Official

APPROVED:

CITY OF TROY

Date _____

By _____

Title of Authorized Official

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

Google Maps 3037 W Maple Rd

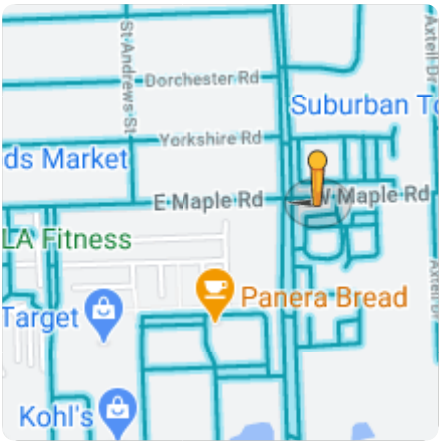


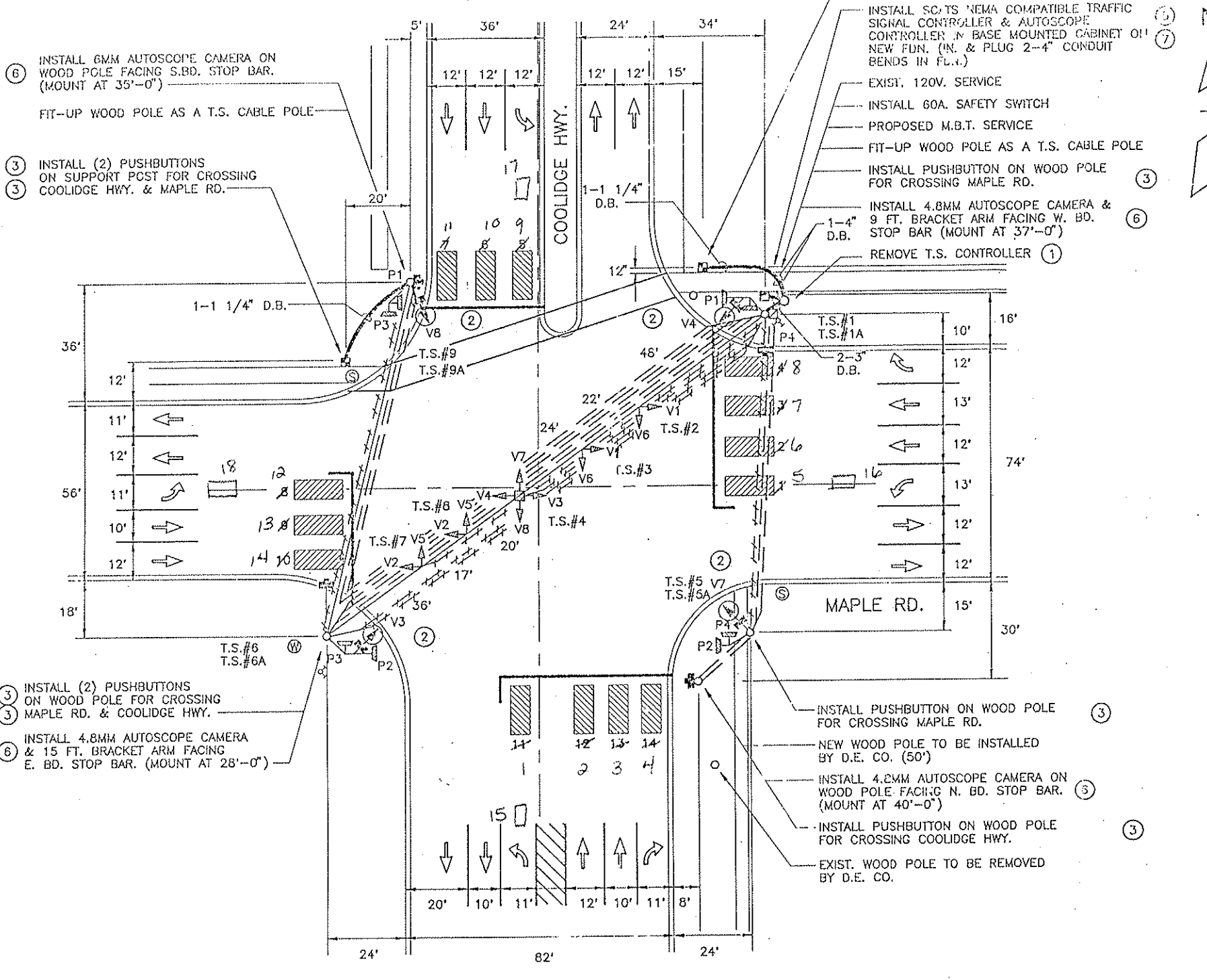
Image capture: Aug 2019 © 2020 Google

Troy, Michigan

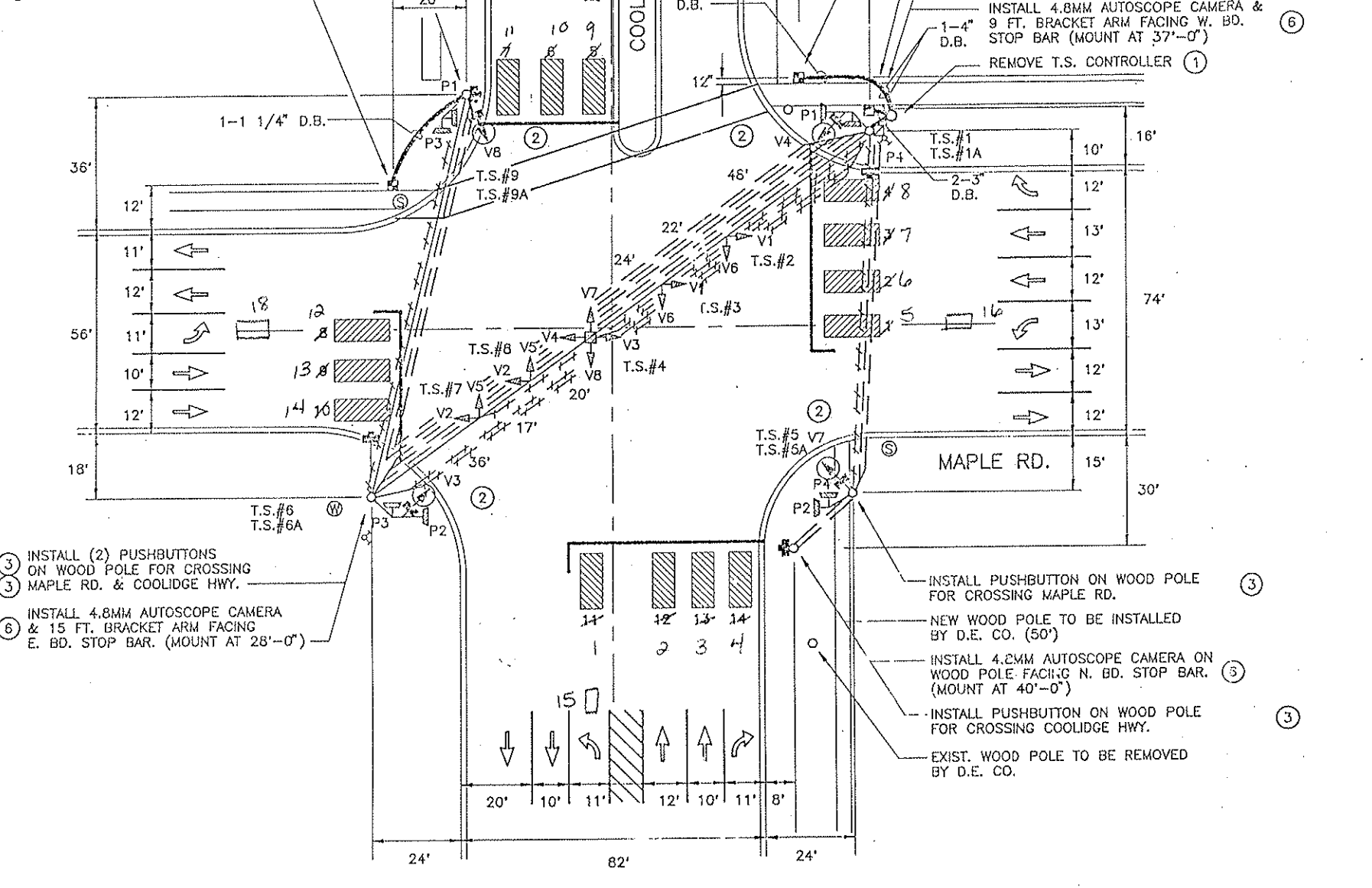


Street View





- ⑥ INSTALL 6MM AUTOSCOPE CAMERA ON WOOD POLE FACING S.B.D. STOP BAR. (MOUNT AT 35'-0")
- FIT-UP WOOD POLE AS A T.S. CABLE POLE
- ③ INSTALL (2) PUSHBUTTONS ON SUPPORT POST FOR CROSSING COOLIDGE HWY. & MAPLE RD.
- ③ INSTALL SC/TS NEMA COMPATIBLE TRAFFIC SIGNAL CONTROLLER & AUTOSCOPE CONTROLLER IN BASE MOUNTED CABINET ON NEW FUN. (IN. & PLUG 2-4" CONDUIT BENDS IN FL.)
- EXIST. 120V. SERVICE
- INSTALL 60A. SAFETY SWITCH
- PROPOSED M.B.T. SERVICE
- FIT-UP WOOD POLE AS A T.S. CABLE POLE
- INSTALL PUSHBUTTON ON WOOD POLE FOR CROSSING MAPLE RD.
- ③
- INSTALL 4.8MM AUTOSCOPE CAMERA & 9 FT. BRACKET ARM FACING W. BD. STOP BAR (MOUNT AT 37'-0")
- ⑥
- REMOVE T.S. CONTROLLER ①

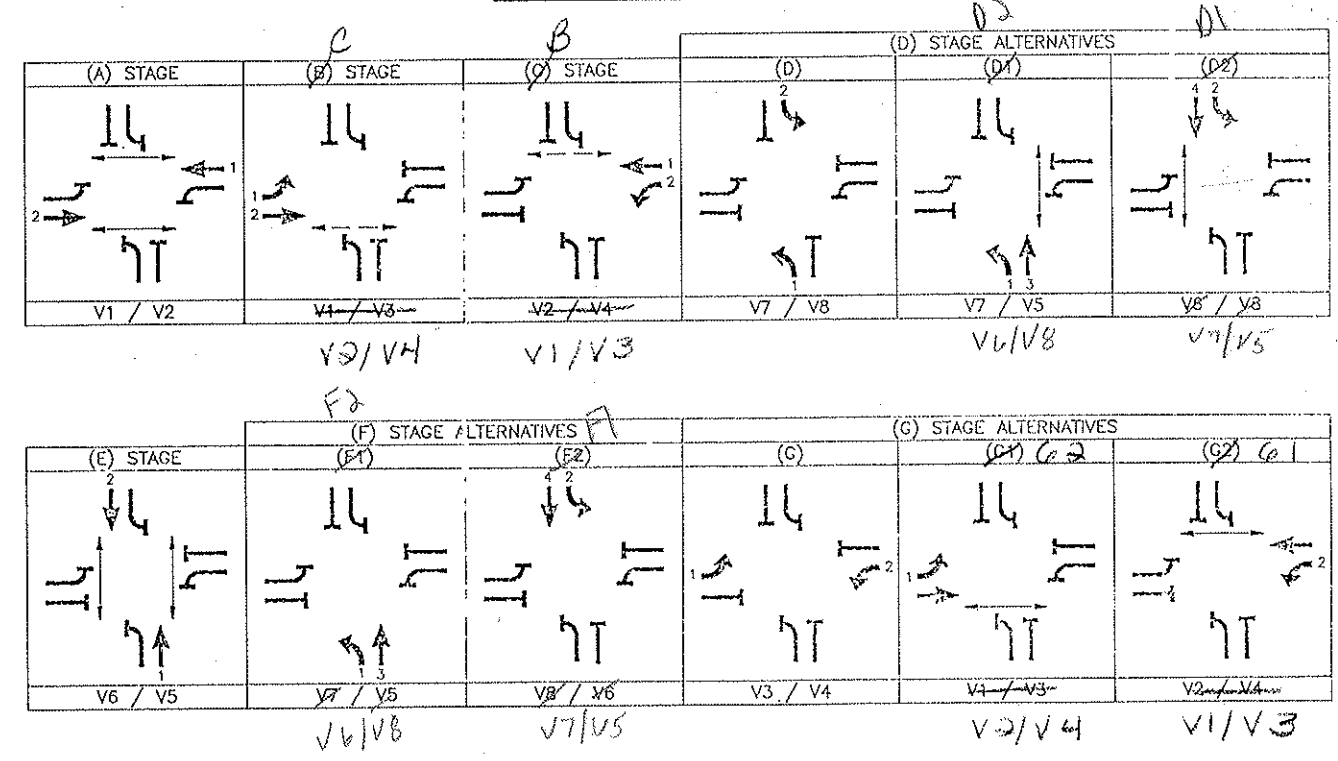


- ③ INSTALL (2) PUSHBUTTONS ON WOOD POLE FOR CROSSING MAPLE RD. & COOLIDGE HWY.
- ③
- ⑥ INSTALL 4.8MM AUTOSCOPE CAMERA & 15 FT. BRACKET ARM FACING E. BD. STOP BAR. (MOUNT AT 28'-0")
- ③
- INSTALL PUSHBUTTON ON WOOD POLE FOR CROSSING MAPLE RD.
- ③
- NEW WOOD POLE TO BE INSTALLED BY D.E. CO. (50')
- INSTALL 4.2MM AUTOSCOPE CAMERA ON WOOD POLE FACING N. BD. STOP BAR. (MOUNT AT 40'-0")
- ③
- INSTALL PUSHBUTTON ON WOOD POLE FOR CROSSING COOLIDGE HWY.
- EXIST. WOOD POLE TO BE REMOVED BY D.E. CO.
- ③
- INSTALL 12"X27", 1-WAY ILLUMINATED CASE SIGN
- ④
- ④
- ④
- ④
- T.S. #1A, T.S. #5A
- T.S. #6A, T.S. #9A



LIST OF MATERIALS			
NO.	ITEM	QUANTITIES	CODE NO.
①	REMOVE CONTROLLER & CABINET	1 EACH	6910162
②	1-WAY BRACKET ARM MOUNTED T.S.	4 EACH	6910251
③	PUSHBUTTON	8 EACH	6910286
④	ONE-WAY CASE SIGN, 12"X27"	4 EACH	6910300
⑤	SOLID STATE ACTUATED CONTROLLER & CABINET	1 EACH	6910337
⑥	AUTOSCOPE CAMERA	4 EACH	6917340
⑦	AUTOSCOPE CONTROLLER	1 EACH	6917341
	DIRECT BURIAL CONDUIT, 1-1 1/4"	65 LIN. FT.	6910351
	DIRECT BURIAL CONDUIT, 2-3"	10 LIN. FT.	6910065
	DIRECT BURIAL CONDUIT, 1-4"	10 LIN. FT.	6907059
	HANDHOLE (ROUND)	1 EACH	6910369
	FIT-UP WOOD POLE AS A T.S. CABLE POLE	2 EACH	6910396
	BASE MOUNT CONTROLLER FOUNDATION	1 EACH	6910427
	600V, 1-2/C#4 SECONDARY CABLE	60 LIN. FT.	6910470
	CLAMP-ON BRACKET ARM, 9FT.	1 EACH	6917410
	PUSHBUTTON SUPPORT	2 EACH	6917285
	SAFETY SWITCH	1 EACH	6910458
	CLAMP-ON BRACKET ARM, 15FT.	1 EACH	6917411

MOVEMENT DIAGRAM



COOLIDGE RD. & MAPLE RD.

CO. 125 ATS 674

ASSOCIATE CONSULTANT

MANSALL ASSOCIATES INC.

ENGINEERING CONSULTANTS

37560 Grand River
Farmington, MI 48336

(313) 473-7070

PRIME CONSULTANT

HAMPTON ENGINEERING ASSOCIATES INC.

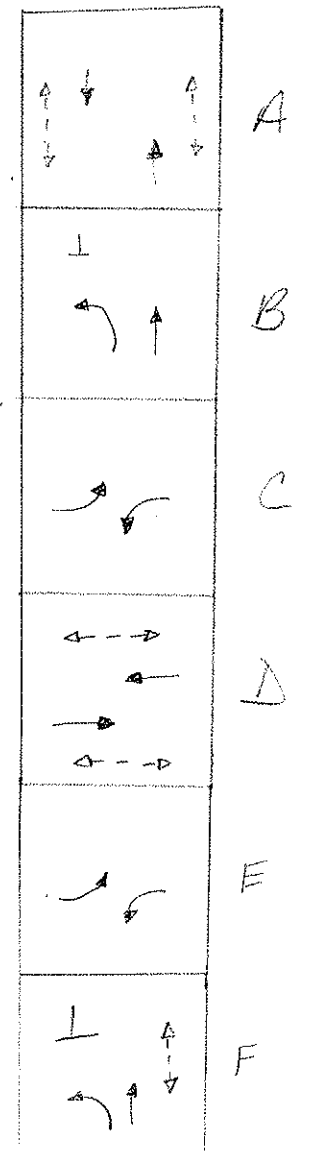
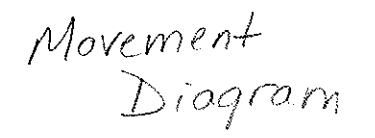
1100 WEST HENRIE, SUITE 200
ANN ARBOR, MICHIGAN 48106
(313) 331-4332

TRAFFIC-SAFETY DEPARTMENT

DATE: 12-14-92 DRAWN BY: MAI APPROVED: [Signature] JOB NO.: M1192

PROJECT: SCATS INC. TALLIATION SHEET NO.: 20 OF 37

LOAD	AMPS	WATTS
SIGNALS	0	0
CASE SIGNS	0	0
REVISIONS		
DATE		



LIST OF MATERIALS			
NO.	ITEM	QUANTITIES	CODE NO.
(1)	SPAN WIRE	1 EACH	6910234
(2)	1-WAY SPAN WIRE MOUNTED TRAFFIC SIGNAL (LED)	2 EACH	6917050
(3)	2-WAY SPAN WIRE MOUNTED TRAFFIC SIGNAL (LED)	3 EACH	6917050
(4)	3-WAY SPAN WIRE MOUNTED TRAFFIC SIGNAL (LED)	1 EACH	6917050
(5)	1-WAY BRACKET ARM MOUNTED TRAFFIC SIGNAL (LED)	3 EACH	6917050
(6)	2-WAY BRACKET ARM MOUNTED PEDESTRIAN T.S. (LED)	4 EACH	6917050
(7)	ONE-WAY CASE SIGN, 12"x27"	6 EACH	6910300
(8)	TWO-WAY CASE SIGN, 24"x30"	1 EACH	6910304
(9)	TRAFFIC LOOP (PRESENCE)	5 EACH	6910371
(10)	DIGITAL LOOP DETECTOR	4 EACH	6910373
(11)	DIGITAL LOOP DETECTOR & CABINET	1 EACH	6910375
(12)	AUTOSCOPE CAMERA (SALVAGED)	2 EACH	6917050
(13)	PUSHBUTTON & SIGN	2 EACH	6910287
	DIRECT BURIAL CONDUIT, 1-3"	210 LIN. FT.	6917001
	DIRECT BURIAL CONDUIT, 2-3"	30 LIN. FT.	6917001
	JACKED-BORED CONDUIT	100 LIN. FT.	6910368
	HANDHOLE (ROUND)	3 EACH	6910369
	FIT-UP WOOD POLE AS A SECONDARY CABLE POLE	1 EACH	6917050
	ANCHOR BASE STEEL STRAIN POLE, 40FT.	1 EACH	6910395
	ANCHOR BASE STEEL STRAIN POLE FOUNDATION	1 EACH	6910426
	CLAMP-ON BRACKET ARM, 18FT.	1 EACH	6917050
	CLAMP-ON BRACKET ARM, 18FT. (SALVAGED)	1 EACH	6917050
	SAFETY SWITCH	1 EACH	6910458
	OPTICAL PRIORITY CONTROL SYSTEM	1 LS	6917050



MEMORANDUM

IT Department

DATE: 11/23/2020

TO: Joseph A. Valentine, City Manager

FROM: Eric Brunk, IT Consultant

SUBJECT: Email Backup Solution

INTRODUCTION:

The IT department has been looking to add an email backup for Foia management and offsite storage for data retention.

BACKGROUND:

Our Google Email provider only holds email for 18 months. Recommended Email Data retention for foia is 3 years. We also have to hold onto email accounts of users that have left the city that may have foia data for that amount of time which adds to our yearly email system cost as we cannot re-use that license for their replacement.

In addition, to enable access to email accounts for foia requests the IT department must purchase a short term license to have administrative access to the data in email accounts and must manually review every email account requested in the foia for the data requested. Adding a backup solution would allow us to keep the necessary data for 3 years, allow us to re-use email licenses of users that have left the city and allow the IT department easier and more automated access to email accounts and data requested via foia.

The IT department has researched backup providers to get a quote for the addition of email backup and offsite cloud storage to our environment and has gathered quotes from US Signal, Druva and Rubrik.

The quote for the Rubrick solution is \$170,881.58

The quote for the Druva solution is \$29,937.50

The quote for the US Signal solution is \$30,306.00 billed monthly @ \$2,525.60

The quote from Rubrick is outside of the budget limits the IT department set for this project and has been set aside.

The IT department then compared the quotes from US Signal and Druva and has decided that the US Signal solution is the route that we would like to pursue. Additionally the US Signal quote while slightly higher than Druva on paper will actually have a smaller startup cost and a lower overall cost.

Druva charges per user account for email and connection as well as a pre purchase of data block backed up so the price quoted is the minimum startup price and will increase as the number of user accounts, connections and number of data blocks pre purchased per year increase.

US Signal charges per the amount of actual data backed up not per user account or pre purchased data block. Their quote was for budgetary purposes based on the

maximum amount of data backed up projected for the first year (as was the Druva quote) and was quoted as if that amount of data existed day one (as if we pre purchased the data blocks for the year to match the Druva quote). In the US Signal scenario we would be charged monthly for the actual amount of data currently being backed up that month which would give us a smaller startup cost (currently 12TB of data) and a small monthly increase in cost up to the quoted budgetary price for 80TB.

LEGAL REVIEW:

The City Attorney has reviewed the online services contract and finds it acceptable for the size and the scope of the services requested.

FISCAL IMPACT:

The email backup solution was included in the 2020-2021 budget.

SUMMARY

In summary the IT department would like purchase email backup services and online storage from US Signal at a monthly cost of \$2,525.60 to be purchased with funds from the Computer Maintenance account# 636-228.000-933.0600

SUGGESTED RESOLUTION:

Authorize the IT department to purchase the email backup solution and online backup storage from US Signal for a monthly cost of \$2525.60. Using funds from the IT account # 636-228.000-933.0600



Date:	11/16/2020
Customer:	City of Birmingham
Account Rep:	Cary Schmidt
Architect:	Tim McManus

Order for Service #

Cloud Backup for Veeam	Market	Term	Order Type			
Component	GDRSMIUK	MTM	New	Quantity	Per Unit	MRC
Cloud Backup Veeam Storage (GB) *				80000	\$0.03	\$2,400.00
Insider Protection (GB) - 7 Day Retention Period				-	\$0.03	\$0.00
Total Monthly Recurring Charges:						\$2,400.00

Backup-as-a-Service	Market	Term	Order Type			
Component	76THMI00	MTM	New	Quantity	Per Unit	MRC
BaaS Usage Charge (GB) *				660	\$0.16	\$105.60
Backup Management Fee (gSuite Endpoints - gMail, gDocs) *				2	\$10.00	\$20.00
Total Monthly Recurring Charges:						\$125.60

Cost Summary	
Total Monthly Recurring Charges	\$2,525.60
Total One-time Installation Charges	\$0.00
<i>*Components marked with an asterik are designated usage-based. Presented charges herein are considered estimates as the true usage is unknown. Actual monthly charges will be billed based on true usage in arrears, as defined in the Agreement.</i>	
<i>For Remote Monitoring and Management and Network Services, total charges are sometimes composed of itemized component MRCs that may not be represented herein, but shall be presented on the invoice. Total charges shall remain the same as quoted unless changes to the Service are made.</i>	

Additional Terms:

Upon execution, this OFS shall be incorporated into the terms and conditions of the governing service agreement(s), executed between the parties. Services may be subject to credit approval.

Signatures	
Customer approves and accepts this Order for Service subject to the terms and conditions of the governing service agreement between the companies. Any changes to this order may result in additional non-recurring charges once a due date has been assigned and communicated.	
Customer Printed Name:	
Customer Signed Name:	
Date:	



US SIGNAL CLOUD MASTER AGREEMENT

Effective Date:	(the "Effective Date")
Customer (Legal Name):	City of Birmingham
Contact Information:	
Name:	Eric Brunk
Title:	IT Manager
Phone Number:	248-530-1885
Fax Number:	
Email Address:	ebrunk@bhamgov.org
Mobile Number:	
Legal Notices:	Attn: Eric Brunk
	Physical Address: 151 Martin Street
	City, State, Zip: Birmingham, MI 48012
Billing Email Address:	
Designated Agent:	

The purpose of this Cloud Master Agreement, including all Service Schedules and applicable Ordering Documents as defined below, (collectively the "**Agreement**") is to provide a framework within which Customer may from time to time purchase cloud and related services from US Signal Company, L.L.C. and its subsidiaries ("**US Signal**"), a Michigan limited liability company with offices at 201 Ionia Avenue SW, Grand Rapids, MI 49503.

ARTICLE 1 SERVICES, SERVICE SCHEDULES AND ORDERING DOCUMENTS

Section 1.1 Services.

The following types of service are available under this Agreement:

- The cloud and related services ("**Cloud Service(s)**") available under this Agreement and additional terms and conditions governing the services are more fully described in the **Cloud Service Schedule** found at <https://ussignal.com/legal/cloud-services-schedule>.
- The managed service(s) ("**Managed Service(s)**") available under this Agreement and any additional terms and conditions governing such Managed Services are fully described in the **Managed Service Schedule** and found at <https://ussignal.com/legal/managed-services-schedule>.
- One-time professional support services ("**Support Service(s)**") available under this Agreement and any additional terms and conditions governing such Support Services are described in the **Support Service Schedule** found at <https://ussignal.com/legal/support-services-schedule>.
- Excluding any Cloud, Managed or Support Services described under this Agreement, Customer may request more complex project based professional services ("**Professional Services**") described in separately executed statements of work (each a "**SOW**").

The Cloud, Managed and Support Services Schedules may be referred to individually as "**Service Schedule**" or collectively as "**Service Schedules**". Each service is referred individually as a "**Service**" and herein collectively as the "**Services**".

Section 1.2 Service Schedule(s).

US Signal may from time to time make changes to the Service Schedules in order to add new or improved Services, substitute Services for improved performance or simply discontinue a Service (collectively "**Product Updates**"). Customer shall periodically check the links for such Product Updates.



Section 1.3 Ordering Procedures.

Customer's use of each Service is governed by this Agreement and the terms of the applicable OFS, MS Request, SS Request, SOW or SOW Change Order ("**Ordering Document(s)**") according to the following terms:

- a. For Cloud Services: Customer may at any time request for US Signal to provide Cloud Services by submitting to US Signal an Order for Service ("**OFS**") in a form provided by US Signal and in accordance with the procedures set forth in the Cloud Service Schedule.
- b. For Managed Services: Customer may from time to time request new or changes to its Managed Services by submitting to US Signal either an OFS or Managed Service Request ("**MS Request**") in a form provided by US Signal in accordance with the procedures set forth in the Managed Service Schedule.
- c. For Support Services: Customer may from time to time request new Support Services by submitting to US Signal a Support Service Request ("**SS Request**") in accordance with the procedures set forth in the Support Service Schedule.
- d. For Professional Services: The parties shall execute a SOW that will describe the professional services to be performed by US Signal, applicable pricing and other appropriate terms and conditions. Any subsequent changes to the SOW shall be agreed to in writing by both parties through a change order ("**SOW Change Order**").
- e. Customer may purchase block hours of time for either Professional Services or Support Services at a reduced rate ("**Block Hours**") via an OFS.

Section 1.4 Order of Precedence.

Each Service Schedule and Ordering Document shall be incorporated into the Agreement. In the event of any conflict between this Agreement and the terms of any of the Service Schedules and applicable Ordering Document(s), precedence will be given in the following order:

- a. For Cloud Service: (i) the OFS but solely with respect to the Services covered by that OFS; (ii) the Cloud Service Schedule, but solely with respect to the Service covered by that that Cloud Service Schedule; and (iii) this Agreement.
- b. For a Managed Service: (i) the MS Request or OFS but solely with respect to the Services covered by that MS Request or OFS; (ii) the Managed Service Schedule but solely with respect to the Service covered by that Managed Service Schedule; and (iii) this Agreement.
- c. For Support Services: (i) the SS Request but solely with respect to the Service covered by that SS Request; (ii) the Support Service Schedule but solely with respect to the Service covered by the Schedule; (iii) the OFS for Block Hours, if any; and (iv) the Agreement.
- d. For Professional Services: (i) the SOW Change Order but solely with respect to the Service covered by that SOW Change Order; (ii) the SOW but solely with respect to the Service covered by that certain SOW; (iii) the OFS for Block Hours, if any, and (iv) the Agreement.

ARTICLE 2 TERM AND TERMINATION

Section 2.1 Agreement Term.

This Agreement shall commence on the Effective Date and continue until the later of: 1) the last OFS expires or is terminated; or 2) a period ending twelve (12) months from the last SS Request, SOW and/or MS Request expires, unless this Agreement is sooner terminated in accordance with the terms of Section 2.3 below ("**Agreement Term**").

Section 2.2 Service Term.

An individual Service, with a term identified in the OFS, shall commence on its first day of availability and continue for the period of time specified on its OFS, unless sooner terminated in accordance with the terms of Section 2.3 below (a "**Service's Initial Term**" or "**SIT**"). Thereafter, the SIT shall continue in effect on a month-to-month basis at the then current month-to-month rates (the "**Service's Renewal Term**") unless Customer or US Signal provides the other party with written notice of its intention not to renew at least thirty (30) days before expiration of the SIT. Either party may terminate the



Service during the Service's Renewal Term upon thirty (30) days' prior written notice. The SIT and Service's Renewal Term are sometimes individually and collectively referred to as the "**Service Term**".

Section 2.3 Early Termination.

- a. For flat rated services: If any Service is terminated by either party prior to the expiration of its SIT, then Customer agrees to pay US Signal an early termination charge equal to: (a) one hundred percent (100%) of all monthly recurring charges for each terminated Service committed to through the remainder of its SIT for all unexpired months of service; (b) any non-recurring fees US Signal experiences from other suppliers in accordance with canceling Customer's service; and (c) any outstanding invoices still owed. Such payment shall be due within thirty (30) days of service termination.
- b. For usage based services: If any Service remains unutilized for a period of one (1) month, whereby Customer's usage is zero, US Signal shall consider the Service terminated and Customer agrees to pay US Signal an early termination charge equal to: (a) fifty (50%) percent of its peak utilization multiplied by the corresponding rate element(s) through the remainder of the term; (b) any non-recurring fees US Signal experiences from other suppliers in accordance with canceling Customer's service; and (c) any outstanding invoices still owed. Such payment shall be due within thirty (30) days of service termination.

Section 2.4 Termination by US Signal.

- a. US Signal shall have the right to terminate any Service for cause immediately and without notice if: (a) Customer attempts a denial of service attack against the Services; (b) Customer seeks to hack or break any security protocols within the Services; (c) Customer uses any of the Services in any way that disrupts or threatens service to other customers of US Signal; (d) Customer use of the Services poses a security risk that may subject US Signal or any third party to liability, damages or danger; (e) US Signal determines in its sole discretion that fraud is associated with Customer's use of the Services; or (f) US Signal determines or is notified that Customer has been using the Services for any illegal purpose or in a way that violates the law or infringes/violates/misappropriates the rights of any third party.
- b. US Signal shall have the right to terminate this Agreement for any cause not listed in (a) above, upon written notice, if Customer breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice. In the case of nonpayment of fees, the cure period shall be as set forth in Section 3.2.

ARTICLE 3 PAYMENT TERMS

Section 3.1 Charges.

Customer shall pay to US Signal all recurring and non-recurring charges for the Services at the rates and charges set forth on the applicable Ordering Document. Except as otherwise identified in the applicable Service Schedule, all monthly recurring charges and non-recurring charges are on an individual case basis ("**ICB**"). Monthly Recurring Charge(s) ("**MRCs**") shall be invoiced monthly. A pro-rated portion for the first month's service will be included on the first invoice plus the next month's service in advance. Non-recurring charges ("**NRC**") will be included on the invoice for applicable installation or service changes. For any Cloud Services, US Signal may increase monthly recurring rates after: (a) the expiration of any OFS's SIT; or (b) if Customer executes an OFS with a month-to-month SIT upon thirty (30) days' written notice. For any Managed Services, US Signal may increase monthly recurring rates upon thirty (30) days' written notice. Changes or cancellations to ordered services will result in additional non-recurring charges.

Section 3.2 Payment.

All amounts owed by Customer are due twenty-five (25) days from the invoice date ("**Due Date**"). Customer shall make payment in U.S. dollars to US Signal by check or, at Customer's option, by electronic funds transfer to an account reasonably designated by US Signal no later than the Due Date. US Signal shall forward via electronic mail a copy of the current invoice to Customer no later than two (2) days after the invoice date to the email address(es) designated on page one (1) of this Agreement ("**Billing Email Address**"). Customer must provide US Signal thirty (30) days written notice of any changes to its Billing Email Address. All changes must be emailed to AR@ussignal.com. To the extent Customer disputes a portion of an invoice, Customer may withhold payment on the disputed items, provided that Customer: 1) provides a written statement of the disputed charges to US Signal at Dispute@ussignal.com ("**Dispute Email Address**") in reasonable detail within thirty (30) days of the invoice date (the "**Review Date**"); 2) pays the undisputed portion of the invoice; and 3) negotiates in good faith with US Signal for the purpose of resolving such dispute in a timely manner. US Signal shall not be obligated to consider any Customer notice of any billing discrepancies which are received by US Signal after the Review Date or to an address other than the Dispute Email Address identified herein. If payment has not been



received within thirty (30) days from the invoice date, US Signal will notify Customer that if payment is not received within five (5) days, then US Signal shall have the right to terminate this Agreement for cause and the Services will be disconnected at a certain time on a certain date. A late charge will be applied to Customer's invoice for all outstanding amounts owed beyond the Due Date. Late charge will equal the lesser of 1.5% of the outstanding charges or the maximum amount allowed by law. In the event a payment is received by US Signal and is returned by insufficient funds or bank charges, Customer will reimburse US Signal for all associated processing charges as well as an applicable late charge. In the event that non-disputed payments are received late or returned by insufficient funds more than three (3) times during any twelve (12) month period, US Signal may require Customer to establish a deposit or pay with guaranteed funds.

Section 3.3 Taxes.

US Signal shall charge Customer for any and all applicable fees, taxes or surcharges (however designated) which are levied as a direct result of Customer's purchase of Services under this Agreement, unless Customer has provided US Signal a valid tax exemption certificate reasonably acceptable to US Signal. Customer is responsible for all taxes up until the time a valid tax exemption certificate is provided. If Customer fails to maintain the required tax exemption certificate(s), US Signal shall back-bill Customer for all applicable taxes.

Section 3.4 Creditworthiness.

Delivery of the Services is subject to the continuing approval of Customer's creditworthiness. If necessary, US Signal may require a cash deposit, the terms of which will be subject to mutual written agreement.

ARTICLE 4 ADDITIONAL OBLIGATIONS

Section 4.1 HIPAA and HITECH Act Responsibilities of Customer.

Customer is solely responsible for determining if any Services and any applications, data or third party service that Customer runs in the US Signal provided environment must comply with any law, standards, and policies, including without limitation, Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") (collectively referred to herein as the "**Legal Requirements**") and ensuring that the Service, application, data or third party service does comply with all applicable Legal Requirements. Customer acknowledges and agrees that US Signal has no way of analyzing Customer's data, services or applications deployed in the applicable Service environment. Customer shall immediately notify US Signal if any of the data in the Service environment includes Protected Health Information ("**PHI**"), as that term is defined in HIPAA regulations. If the data does include PHI, Customer and US Signal shall enter into a Business Associate Agreement ("**BAA**"). Customer shall utilize only eligible Services ("**Compliant Eligible Services**") for any data containing PHI. Such Compliant Eligible Services shall include all Services described under this Agreement, excluding Resource Pools and Dedicated Blades.

Section 4.2 Payment Card Industry – Data Security Standards ("PCI-DSS").

If, as necessary to perform its obligations under this Agreement, US Signal possesses or otherwise stores "cardholder data" (as that term is defined by the Payment Card Industry Data Security Council <https://www.pcisecuritystandards.org>) on behalf of Customer, US Signal and Customer agree that each party is responsible, as designated, for those certain PCI-DSS requirements as applicable to the corresponding service offering described set forth at https://ussignal.com/uploads/portal/Legal/PCI_Product_Matrix.pdf, which are hereby incorporated by reference herein.

Section 4.3 EU General Data Protection Regulation ("GDPR").

Customer shall notify US Signal if it intends to use US Signal Services with data that is subject to protection under the GDPR (<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&rid=1>). Such notification shall require the parties to enter into discussions on compliance requirements including but not limited to data assessments, data mapping, and execution of a Data Protection Addendum ("DPA") under which US Signal will be a Processor and Customer the Controller as those terms are defined under the GDPR (collectively "GDPR Readiness"). Customer may not utilize any Services with data that is subject to GDPR protection until such time as the parties have achieved GDPR Readiness.

Section 4.4 Acceptable Use Policy ("AUP").

Customer agrees to use the Services to store, retrieve and serve software applications, data and/or content owned, licensed or lawfully obtained by Customer. Customer agrees to not use, nor shall it permit others to use, the Services for: (a) any unlawful, immoral, invasive, infringing, defamatory, fraudulent, or obscene purpose; (b) to send email of any kind that does



not adhere to the guidelines set forth under the CAN-SPAM Act of 2003; (c) to send any virus, worm, Trojan horse or harmful code or attachment; (d) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network so as to interfere with the use of the US Signal network by other customers or authorized users; and (e) in a manner which may expose US Signal to any criminal or civil liability. If Customer, or a third party through Customer, violates any of the foregoing prohibitions, US Signal may immediately suspend the Services and/or terminate this Agreement for cause and without further liability or obligation to Customer. Customer shall cooperate with US Signal in investigating and correcting any apparent breach of this Acceptable Use Policy. Customer shall be solely responsible for any material that it maintains, transmits, downloads, views, posts, distributes or otherwise accesses or makes available using the Services. If a violation of this AUP is determined to be caused by an unrelated third party, for instance a denial-of-service ("DoS") attack or distributed denial-of-service ("DDoS"), then US Signal may need to take immediate action to manage its network for the service availability of all its customers. Such action may include blocking certain traffic, re-routing of traffic or suspension of a Service.

ARTICLE 5 DATA AND PROPRIETARY INFORMATION

Section 5.1 Unauthorized Access to Customer's Data or Use of Services.

US Signal is not responsible to Customer for unauthorized access to Customer's data or unauthorized use of the Services through authorized or unauthorized access provided by Customer to third parties. Customer is responsible for the use of the Services by any of Customer's employees, affiliates, officers, directors, shareholders, agents or representatives, or any other third party given access to the Service, and any third party who gains access to Customer's data or Services as a result of Customer's failure to use reasonable security precautions, even if such access was not authorized by Customer.

Section 5.2 Confidentiality.

Each party agrees that all information furnished to it by the other party, or to which it has access under this Agreement, shall be deemed confidential and proprietary information (collectively referred to as "**Proprietary Information**") of the disclosing party and shall remain the sole and exclusive property of the disclosing party. Customer's data stored at US Signal's data center(s) or stored on or processed on US Signal's systems shall be considered to be Proprietary Information. Each party shall treat the Proprietary Information and the contents of this Agreement in a confidential manner and require its respective employees, contractors, suppliers, agents and representatives to maintain the confidentiality of all Proprietary Information under similar terms hereof. Except to the extent necessary in connection with the performance of its obligations under this Agreement, neither party shall directly or indirectly disclose the same to anyone other than its employees, and contractors who have a need to know the Proprietary Information. The confidentiality obligations of this Section do not apply to any portion of the Proprietary Information which: (a) is or becomes public knowledge through no fault of the receiving party; (b) is in the lawful possession of the receiving party prior to disclosure to it by the disclosing party (as confirmed by the receiving party's records); (c) is disclosed to the receiving party without restriction on disclosure by a person who has the lawful right to disclose the information; or (d) is disclosed pursuant to the lawful requirements or formal request of a governmental agency. If the receiving party is requested or legally compelled by a governmental agency to disclose any Proprietary Information of the disclosing party, the receiving party agrees that it will provide the disclosing party with prompt written notice (if lawfully permitted) of such requests so that the disclosing party has the opportunity to pursue its legal and equitable remedies regarding potential disclosure. Each party acknowledges that its breach or threatened breach of this Section may cause the disclosing party irreparable harm which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving party agrees that equitable relief, including a temporary or permanent injunction, is an available remedy in addition to any legal remedies to which the disclosing party may be entitled. The obligations of the Parties relating to confidentiality survive termination of this Agreement for a two (2) year period. In the event Customer and US Signal enter into a separate Non-Disclosure Agreement ("**NDA**"), then such NDA shall be incorporated into this Agreement by reference herein, and if any terms and conditions of such NDA are in conflict with the terms and conditions herein, then the NDA shall supersede the confidentiality terms and conditions in this clause, excluding US Signal's CPNI obligations as defined in this Agreement.

Section 5.3 CPNI.

Customer Proprietary Network Information ("**CPNI**"), as defined by United States Code 47 U.S.C. § 222(h) (1), shall be considered to be the confidential information of Customer. Customer authorizes US Signal to disclose CPNI: 1) to any third party agent designated on page one (1) of this Agreement; 2) to any future designated person(s) via written letter of authorization; and 3) to a lawful requirement or request from a court or governmental agency. Except as otherwise expressly permitted herein, US Signal agrees that it will not: 1) use the CPNI for any purpose other than to further the purpose of this Agreement; and 2) disclose or reveal the CPNI to any person or entity other than its employees, directors, officers, and consultants who have a need to know to further the purpose of this Agreement and are subject to legally binding obligations



of confidentiality and non-use no less restrictive than those contained in this Agreement. US Signal shall comply with its data security policies and procedures and all applicable privacy laws.

ARTICLE 6 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Section 6.1 Equipment, Hardware and Software.

Any equipment US Signal installs or utilizes for the provisioning of the Services is owned by US Signal. For the sole purpose of enabling Customer to use Services, US Signal grants to Customer a non-exclusive and non-transferable license to use software that may be provided with or included in the Services. US Signal or its suppliers retain title and property rights to US Signal-provided software and equipment, whether or not it is embedded in or attached to realty. Customer neither owns nor will it acquire any claim or right of ownership to (a) any US Signal-provided equipment not purchased by Customer; (b) any software (including the original media and all subsequent copies of the software, regardless of the media's form, including product keys provided by third parties whereby the keys are for Customer's exclusive use and continued use of such keys beyond termination of any Service order or this Agreement is prohibited) and associated documentation (including copies); and (c) any IP addresses assigned to Customer. US Signal is responsible for maintaining its software and hardware in accordance with the terms of this Agreement.

Section 6.2 Publicity.

Neither party may use the name, logo, trade name, service marks, or printed materials of the other party, in any promotional or advertising materials, statement, document, press release or broadcast without the prior written consent of the other party, which consent may be granted or withheld at the other party's sole discretion.

Section 6.3 Ownership of Intellectual Property.

Other than rights and interests expressly set forth in the Agreement, each party retains all rights, title, to its own respective trade secrets, inventions, copyrights, and other intellectual property and nothing in this Agreement or performance thereof shall convey, license or otherwise transfer any rights, title, or interest to the other party.

Section 6.4 Ownership of Work.

All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, creations, designs, engineering details, discoveries, techniques, inventions, processes, or works of authorship, software improvements produced, developed or created by US Signal during the course of performing Services to Customer shall be and shall remain the sole and exclusive property of US Signal. Customer shall not reverse engineer, decompile, derive, or disassemble the deliverables and will take appropriate steps to prevent any third party from so doing.

ARTICLE 7 WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY

Section 7.1 Customer Representations and Warranties.

Customer represents, warrants and covenants, as of the signature dates and continuing throughout the Agreement Term, that Customer: 1) is not engaged in any resale or rebilling of the Services under this Agreement and that the use of the Services are for its own exclusive use; and 2) will strictly adhere to Customer's responsibilities as defined in the applicable Service Schedule.

Section 7.2 Disclaimer of Warranties.

Customer assumes total responsibility for use of the Services and applicable equipment. Any Services performed under this Agreement are on an as is basis without warranty. US Signal has no responsibility for the security, loss, intrusion or unauthorized access of stored data or any loss or damage caused by any action, omission or failure to comply with the terms of this Agreement by Customer. US SIGNAL MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY SERVICE OR EQUIPMENT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY US SIGNAL ARE HEREBY EXCLUDED AND DISCLAIMED.



Section 7.3 Indemnification.

(Intentionally Deleted)

Section 7.4 Limitation of Liability.

NEITHER US SIGNAL NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, OR SUPPLIERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. US Signal's liability for all claims of any kind arising out of or related to this Agreement, whether based on contract, tort, including, without limitation, strict liability and negligence, warranty or on other legal or equitable principles shall be limited to strict money damages and shall not exceed (a) in the case of Support Services or Professional Services, the amount of fees paid by Customer for the Service(s) giving rise to claim for damages; and (b) in the case of Cloud Services or Managed Services, the amount of fees paid by Customer for the Services under the applicable Ordering Document during the 12-month period immediately preceding the event giving rise to the claim for damages.

ARTICLE 8 OPERATIONS REQUIREMENTS

Section 8.1 Operations Definitions.

- a. **Outage.** Outage means the measure of time that Customer's Services do not meet the applicable service metrics for a Service as defined in the applicable Service Schedule ("**Outage**").
- b. **Planned Maintenance or Repair.** Planned Maintenance or Repair includes, but is not limited to software upgrades and repairs, equipment upgrades and repairs, power upgrades and repairs. Customer acknowledges that US Signal may need to perform Planned Maintenance or Repair and such maintenance or repair is not considered an Outage.

Section 8.2 Outage Credits.

The length of an Outage shall be measured in hours and fractional portions thereof. An Outage shall be deemed to have commenced upon notification by Customer to US Signal. Each Outage shall be deemed to terminate upon restoration of the affected Service as evidenced by appropriate network and equipment tests by US Signal, and US Signal's notification to Customer. To receive credit, Customer must make a written request within forty-five (45) days of the end of the month for which the interruption occurred. This credit shall be Customer's sole and exclusive remedy for any failure by US Signal to meet a service metric. US Signal may withhold issuance of any credits due Customer under this Agreement until any amounts past due by Customer have been paid in full. Outage credits do not apply to Outages: (a) caused by the negligence or willful misconduct of Customer; (b) Customer's failure to properly provision and configure its Services; (c) Customer's breach of this Agreement, including but not limited to the AUP as defined herein; (d) an Outage due to Customer's network failure; (e) due to failure of power (excluding any industry standard back-up power sources that US Signal is required to have in place); (f) during any period of Planned Maintenance or Repair; and (g) during any Force Majeure Event as defined herein.

ARTICLE 9 GENERAL PROVISIONS

Section 9.1 Counterparts; Electronic Communications.

This Agreement may be executed in two or more counterparts (including by means of faxed or emailed signature pages), each of which will be deemed an original, and all of which together will constitute one and the same instrument. Photocopies, facsimile transmissions and other reproductions of this executed original (with reproduced signatures) will be deemed original counterparts of this Agreement. The parties consent and agree the Agreement and any OFS may be entered into electronically by way of electronic signatures (for example, by electronically clicking a box confirming agreement or utilizing third party software such as DocuSign), and any such electronic signatures shall be binding and treated as original signatures. In the event US Signal requires a correction or clarification to an executed OFS prior to the Service's



first day of availability, an email communication from Customer may be utilized as an acceptable method of approval for any such correction or clarification and shall be incorporated as part of the OFS.

Section 9.2 Notices.

Except as described in Section 1.2 of this Agreement, all notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by email, facsimile, mail or overnight delivery. All Customer notices shall be addressed as designated on page one (1) of this Agreement and US Signal notices shall be addressed as follows: US Signal Company, L.L.C., Attn: Contracts, 201 Ionia Avenue SW, Grand Rapids, MI 49503 (collectively "**Legal Notices**"). Either party must provide the other party written notice of any changes to its Legal Notices.

Section 9.3 Assignment.

This Agreement shall not be assigned by Customer without the prior written consent of US Signal.

Section 9.4 Successors and Assigns.

All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by the successors and assigns of the parties to this Agreement.

Section 9.5 Severability.

The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

Section 9.6 Force Majeure.

Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties ("**Force Majeure Event**"). Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any Force Majeure Event.

Section 9.7 Regulatory Requirements.

If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including rates, surcharges or taxes, then this Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling.

Section 9.8 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflict of law principles. The parties agree that the state courts of Michigan shall have sole and exclusive jurisdiction, and Kent County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter, including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort. The parties agree that the exclusive jurisdiction (personal and, as allowed, subject matter) and venue for any claim or controversy relating to this Agreement including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort shall be a federal or state court in Kent County, Michigan, and the parties hereby consent to such jurisdiction and venue.

Section 9.9 Export Matters.

Customer represent and warrant that Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons to whom US Signal is legally prohibited to provide the Services. Customer may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D:



4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may Customer provide administrative access to the Services to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

Section 9.10 Entire Agreement.

This Agreement, Service Schedules, together with all Ordering Documents, embodies the entire agreement and understanding between US Signal and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Except as otherwise expressly permitted in this Agreement, this Agreement may not be supplemented, modified or amended except by a written instrument which is signed by both parties.

Section 9.11 Survivability.

Customer's obligations under Indemnification, Limitation of Liability and Customer Representations of Warranties shall survive the expiration or termination of this Agreement.

Customer: City of Birmingham

US Signal Company, L.L.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DATE: November 19, 2020

TO: Joseph A. Valentine, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Intergovernmental Agreement with Bloomfield Township
Fire Hydrant at Birmingham Country Club

INTRODUCTION:

Birmingham Country Club is proposing new building construction in their maintenance yard area, which is located off of Northlawn Drive, between Golfview Boulevard and Pleasant Avenue. To provide adequate hydrant coverage for emergency firefighting purposes, a new fire hydrant is proposed on the site. The proposed fire hydrant would be connected to Birmingham's water supply system, but the fire hydrant would be owned and operated by Bloomfield Township.

BACKGROUND:

Birmingham has historically provided water service to the Birmingham Country Club facilities at 1750 Saxon Drive, even though the property is located in Bloomfield Township. The existing 8 inch water main along Northlawn Drive has a number of fire hydrants located in the right-of-way in the vicinity of the Country Club's maintenance facilities. The maintenance facility has a drive approach on Northlawn Drive, which serves as the primary access for Country Club maintenance personnel and related operations.

The proposed improvements on the Birmingham Country Club property are being reviewed and permitted by Bloomfield Township. As part of their review, the Bloomfield Township Fire Department determined that providing a new fire hydrant on the Country Club property, adjacent to the maintenance drive off of Northlawn Drive to be closer to the maintenance buildings, would improve their ability to provide emergency fire protection.

Bloomfield Township has requested that Birmingham permit the construction of the new fire hydrant, which will be connected to the existing 8 inch water main on Northlawn Drive. Bloomfield Township will own and operate the fire hydrant and 6 inch pipe extension that will only be used for emergency firefighting purposes and for regular, necessary maintenance by Bloomfield Township. Therefore, Birmingham will not bill for water usage.

A copy of the agreement is attached to this report, and original documents were provided by Bloomfield Township for signature.

A photograph of the current entrance drive area off of Northlawn Drive is attached to this report.

The proposed Utility Plan sheet is attached for your reference.

LEGAL REVIEW:

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

FISCAL IMPACT:

As stated in the agreement, there is no direct cost to Birmingham for this project. The Birmingham Country Club will be paying all costs related to construction of the new fire hydrant. Bloomfield Township will own and operate the fire hydrant and connecting pipe, so Birmingham will not have any long-term maintenance costs.

SUMMARY

Bloomfield Township has requested that a new fire hydrant be installed on the Birmingham Country Club property, adjacent to their maintenance entrance drive approach off of Northlawn Drive. The work is being justified as a safety improvement. The design is in progress, and the contract has not been awarded. Birmingham will have the opportunity to review the design prior to finalizing.

ATTACHMENTS:

- Intergovernmental Agreement
- Photo of existing condition, looking southeast.
- Utility Plan Sheet, as prepared by Nowak & Fraus Engineers for the Birmingham County Club.

SUGGESTED RESOLUTION:

To approve the intergovernmental agreement with Bloomfield Township for construction of the proposed fire hydrant connected to Birmingham's water supply system, and also to direct the Mayor to sign the agreement on behalf of the City.

**INTERGOVERNMENTAL AGREEMENT
CITY OF BIRMINGHAM
AND
CHARTER TOWNSHIP OF
BLOOMFIELD**

This Intergovernmental Agreement ("Agreement") is made between the City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012 ("City of Birmingham"), and the Charter Township of Bloomfield, 4200 Telegraph Road, P.O. Box 489, Bloomfield Township, Michigan 48303-0489 ("Bloomfield Township"). In this Agreement, the City of Birmingham or the Township of Bloomfield may also be referred to as "Party" or "Communities."

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. AUTHORITY

The Parties enter into this Agreement pursuant to the authorization under The Intergovernmental Contracts between Municipal Corporations Act, P.A. 35 of 1951, MCL 124.1, *et seq.*

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide adequate hydrant coverage mandated for conformance with the International Fire Code and approved as part of the Birmingham Country Club Turf Care Center site improvements. More specifically installation of a hydrant extension off of an existing eight (8") inch water main within the Northlawn Boulevard right-of-way. Northlawn Boulevard is under the jurisdiction of the City of Birmingham while the Birmingham Country Club property, at 1750 Saxon Drive, is located in Bloomfield Township. The existing water main is owned by the City of Birmingham and the proposed hydrant extension is to be served off the City of Birmingham's water supply. The proposed water main will be extended in the north-south direction from Northlawn Boulevard (City of Birmingham) into the Birmingham Country Club property (Bloomfield Township) where it will end at a new hydrant just east of the existing driveway entrance. The purpose of the hydrant extension is to provide adequate hydrant coverage to the surrounding commercial area and will be used for firefighting purposes. No water service lines of any kind are to be connected to the proposed hydrant extension.

At time of final acceptance of the hydrant extension, ownership of the aforementioned water system will be granted to Bloomfield Township by the City of Birmingham through execution of this Agreement.

3. RESPONSIBILITIES OF EACH COMMUNITY

3.1. Construction Costs. The expense of the construction costs for said project, including the subject hydrant extension, is to be funded by the Birmingham Country Club. The Owner's Contractor will install and test the water main and hydrant while under observation by Bloomfield Township and the City of Birmingham.

3.2 Water Use Costs. The Parties agree that no water use charges will be made against Bloomfield Township by the City of Birmingham for use of the City of Birmingham's water supply through the subject water main and hydrant for purposes of fighting fires or for fire maintenance procedures, including but not limited to flush tests, pumping down of the hydrant after use, and other unforeseen emergencies such as a water main break.

3.3 Operation and Maintenance. Bloomfield Township will be responsible for the operation,

maintenance, repair, and replacement of the hydrant extension after it has been installed, tested, inspected, and approved for use and shall bear all costs associated with needed maintenance, repairs, and replacements. The Bloomfield Township Fire Department will be responsible for performing regular maintenance on the fire hydrant in accordance with Bloomfield Township's fire hydrant check program, which includes but is not limited to exercising valves, pumping the hydrant, and painting as needed.

3.4 Access to Water Supply. City of Birmingham will be responsible for insuring that water is always available and supplied to the portion of the water system owned by Bloomfield Township, but connected to City of Birmingham's water supply system. Should there be any instance where the City of Birmingham's water supply is shut down for any period of time which would affect Bloomfield Township's ability to use the hydrant owned by Bloomfield Township and located on the Birmingham County Club property to its full extent, the City of Birmingham must notify Bloomfield Township in advance of a shut down so proper accommodations can be made by Bloomfield Township to insure the Birmingham Country Club will be covered in case of a fire.

4. NOTICES

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, registered mail, or tracked express delivery service and shall be addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery.

To the City of Birmingham: Mayor
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

To Bloomfield Township: Supervisor
4200 Telegraph Road
P.O. Box 489
Bloomfield Township, MI 48303-0489

The address and/or individual to which Notice is sent may be changed by notifying each Community in writing of the change.

5. INSURANCE

Each Community agrees and confirms that all of its actions taken pursuant to this agreement are included in that Community's insurance and/or risk management plan.

6. RESPONSIBILITY

Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

7. GOVERNMENTAL IMMUNITY

Each Community being a public entity is immune from liability under the Governmental Liability for Negligence Act, MCL 691.1401 et seq., and nothing herein shall abrogate or impair the immunity granted thereby. All activities performed under this Agreement are hereby deemed to be governmental functions. Neither of the Communities shall be liable for the death of, or injury to, persons, or for damage to property; nor shall their officials and employees, except in cases solely caused by their willful misconduct or gross negligence, be liable for the death of, or injury to, persons, or for damage to property.

8. NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to 1) create duties or obligations to or rights in third parties not parties to this Agreement, or 2) to affect the legal liability of any party to this Agreement by imposing any standard of care with respect to third party claims.

9. EFFECTIVE DATE AND TERM

This Agreement shall take effect on the final date of execution and shall remain in effect until cancelled or terminated in writing pursuant to the terms contained in this Agreement.

10. SEVERABILITY

If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

11. RESERVATION OF RIGHTS

This Agreement does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

12. ASSIGNMENT PROHIBITED

There shall be no assignment of this Agreement or any of the rights and obligations under this Agreement.

13. AMENDMENT

Amendment of this Agreement shall be in writing, approved by Resolution of the legislative body for each of the Communities and shall be signed by authorized representatives.

14. GOVERNING LAW

This Agreement shall be governed, construed, and enforced under the laws of the State of Michigan. Venue is proper in a court of competent jurisdiction within the State of Michigan.

15. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

AS WITNESSED, and pursuant to the Resolution adopted by the Charter Township of Bloomfield Board of Trustees approving this Intergovernmental Agreement and authorizing the execution thereof, duly authorized representatives have executed this Agreement as of the date below.

CHARTER TOWNSHIP OF BLOOMFIELD

Date

By: _____
Township Supervisor

Date

By: _____
Township Clerk

STATE OF MICHIGAN)
ss)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Township Supervisor, and _____,
Township Clerk of the Charter Township of Bloomfield.

Notary Public
_____ County, Michigan
My commission expires: _____
Acting in the County of _____
Oakland

(Signatures Continue on Following Page)

AS WITNESSED, and pursuant to the Resolution adopted by the City of Birmingham City Commission approving this Intergovernmental Agreement and authorizing the execution thereof, duly authorized representative has executed this Agreement as of the date below.

CITY OF BIRMINGHAM

_____ By: _____
Date Mayor

STATE OF MICHIGAN)
ss)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Mayor, of the City of Birmingham.

Notary Public
_____ County, Michigan
My commission expires: _____
Acting in the County of
Oakland

Google Maps 1816 Northlawn Blvd

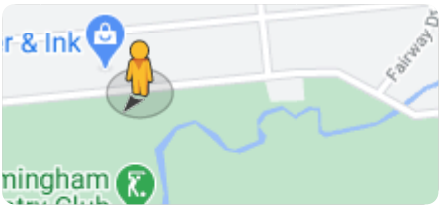


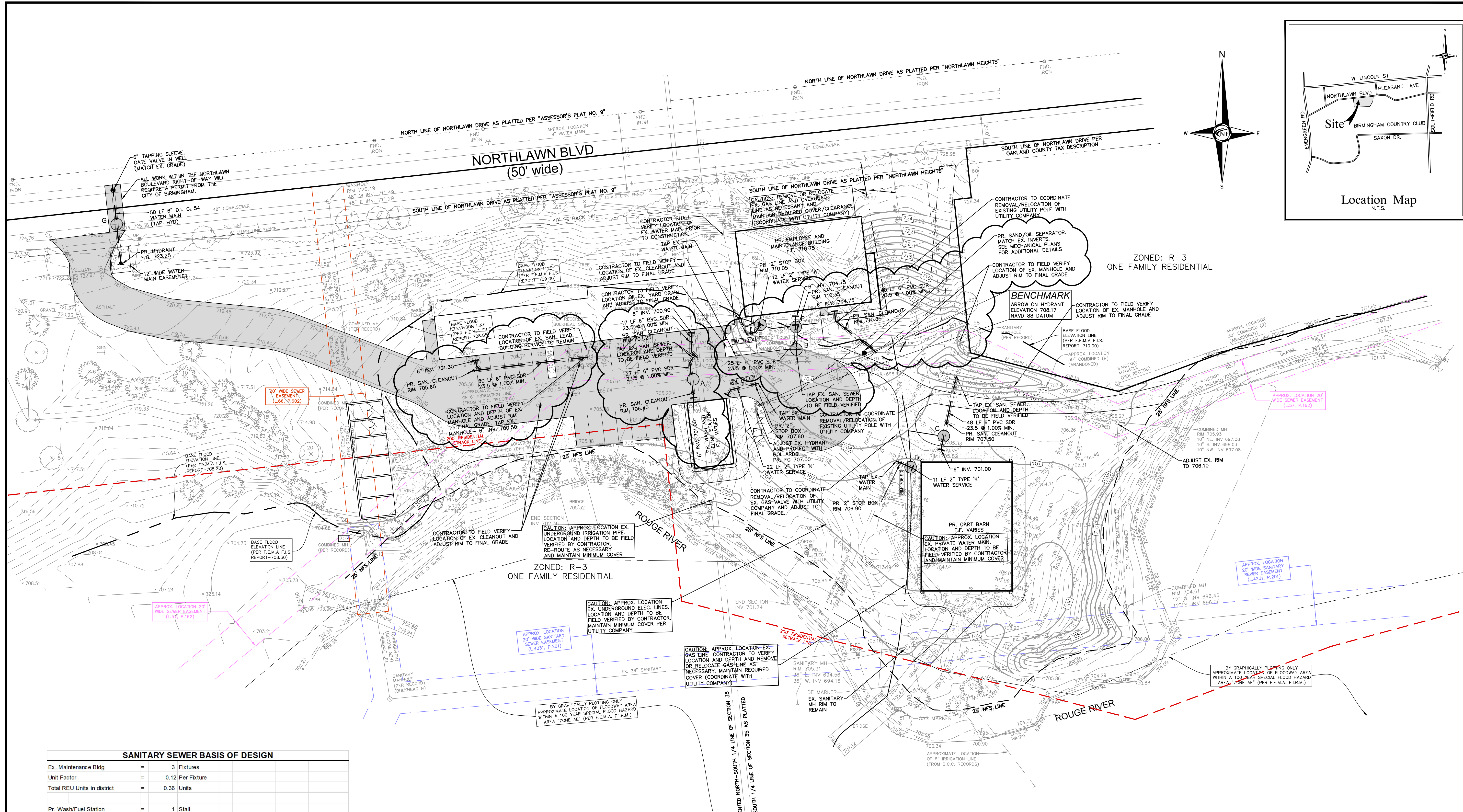
Image capture: Aug 2018 © 2020 Google

Birmingham, Michigan



Street View





50

NF

ENGINEERS

1969 - 2019

NOWAK & FRAUS

ENGINEERS

CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

NOWAK & FRAUS ENGINEERS

4677 WOODWARD AVE.

PONTIAC, MI 48342-5032

TEL (248) 332-7931

FAX (248) 332-8257

WWW.NOWAKFRAUS.COM

Location Map

N.T.S.

SEAL

STATE OF MICHIGAN

PATRICK J. WILLIAMS

ENGINEER

NO. 44351

EXPIRATION DATE 12/31/2024

PROJECT

Birmingham Country Club

CLIENT

Stucky Vitale Architects

27172 Woodward Avenue

Royal Oak, MI 48067

Contact: John Vitale

Ph: (248) 546-6700

PROJECT LOCATION
Part of the South 1/2
of Section 35
T. 2 North, R. 10 East
City of Birmingham,
Oakland County, Michigan

SHEET
Utility Plan

811

Know what's below

Call before you dig.

DATE	ISSUED/REVISED
10-14-2019	REVISED PER CLIENT
10-30-2019	REVISED PER CLIENT
12-04-2019	REVISED PER TWP/PERMIT RESPONSE
12-20-2019	REVISED PER CITY
01-14-2020	REVISED PER TWP

DRAWN BY:

A. Eizember

DESIGNED BY:

P. Williams

APPROVED BY:

P. Williams

DATE:

September 6, 2019

SCALE: 1" = 30'

30 15 0 15 30 45

NFE JOB NO.

1942-02

SHEET NO.

C-4

SANITARY SEWER BASIS OF DESIGN			
Ex. Maintenance Bldg	=	3 Fixtures	
Unit Factor	=	0.12 Per Fixture	
Total REU Units in district	=	0.36 Units	
Pr. Wash/Fuel Station	=	1 Stall	
Unit Factor	=	2.89 Per Stall	
Total REU Units in district	=	2.89 Units	
Pr. Cart Storage Barn	=	4 Fixtures	
Unit Factor	=	0.12 Per Fixture	
Total REU Units in district	=	0.48 Units	
Pr. Employee Building	=	4,455 Square Feet	
Unit Factor	=	0.40 Per 1,000 S.F.	
Total REU Units in district	=	1.78 Units	
Equivalent Population	=	3.50 People Per Unit	
Total Population (All Bldgs)	=	19.29 People	
Average Flow	=	100 Gal/Per/Day * Population =	1,929 GPD
Average Flow	=	7.48*60*60*24	0.003 CFS
Peak Flow	=	18 + (# of Persons/1000) ^ 0.50 =	4.245 CFS
Peak Flow	=	4 + (# of Persons/1000) ^ 0.50 =	2.005 CFS
Peak Flow	=		0.013 CFS
Available Capacity (Existing)	=	6 In. Dia. @ 0.50 % =	0.397 CFS

UTILITY CROSSING NOTE
IN THE CASE THAT A CROSSING DOES NOT MEET THE MINIMUM CLEARANCE (18" VERTICAL SEPARATION), A CONCRETE CRADLE SHALL BE INSTALLED (PER DETAIL).

UTILITY CROSSING SCHEDULE			
A	PR. 6" SAN B/P 700.87 - T/P 701.41	EX. IRRIGATION LINE DEPTH TO BE FIELD VERIFIED	*MAINTAIN 18" VERTICAL CLEARANCE, CONTACT ENGINEER IF A CONFLICT EXISTS
B	PR. 6" SAN B/P 704.57 - T/P 705.11	EX. 30" SANITARY DEPTH TO BE FIELD VERIFIED	*MAINTAIN 18" VERTICAL CLEARANCE, CONTACT ENGINEER IF A CONFLICT EXISTS
C	PR. 6" SAN B/P 701.07 - T/P 701.61	EX. 2" GAS LINE DEPTH TO BE FIELD VERIFIED	*MAINTAIN 18" VERTICAL CLEARANCE, CONTACT ENGINEER IF A CONFLICT EXISTS
D	EX. 2" GAS LINE DEPTH TO BE FIELD VERIFIED	PR. 2" WATER MAIN	*MAINTAIN 18" VERTICAL CLEARANCE, CONTACT ENGINEER IF A CONFLICT EXISTS
E	EX. 2" GAS LINE DEPTH TO BE FIELD VERIFIED	PR. 2" WATER MAIN	*MAINTAIN 18" VERTICAL CLEARANCE, CONTACT ENGINEER IF A CONFLICT EXISTS
F	EX. 2" GAS LINE DEPTH TO BE FIELD VERIFIED	PR. 6" SAN B/P 704.73 - T/P 705.27	*MAINTAIN 18" VERTICAL CLEARANCE, CONTACT ENGINEER IF A CONFLICT EXISTS
G	PR. 8" WATER MAIN B/P 718.40	EX. 48" COMB. T/P 716.31 (V.I.F.)	*MAINTAIN 18" VERTICAL CLEARANCE, CONTACT ENGINEER IF A CONFLICT EXISTS

WATER MAIN NOTE			
BEFORE ANY WATER MAIN WILL BE ACCEPTED BY THE MUNICIPALITY, IT MUST PASS PRESSURE AND BACTERIOLOGICAL TESTING, COMPLYING WITH THE CURRENT SPECIFICATIONS AND PROCEDURES OF THE MUNICIPALITY.			
HYDRANT NOTE			
THE EXISTING HYDRANT ON SITE MUST BE EVALUATED AND TESTED PER NPA 25. A TESTING REPORT, CONDUCTED BY A CERTIFIED CONTRACTOR, SHALL BE SUBMITTED TO BLOOMFIELD TOWNSHIP.			
ESTIMATED QUANTITIES			
SANITARY SEWER		QUANTITY	UNITS
6" PVC, SDR 23.5, BUILDING LEAD		237	LF.
SANITARY CLEANOUT		6	EA.
SEWER TAP/CONNECTION		3	EA.
ADJUST EX. MANHOLE RIM		5	EA.
ADJUST EX. CLEANOUT RIM		4	EA.
SAND/OIL SEPARATOR		1	EA.
WATER MAIN		QUANTITY	UNITS
2" K' COPPER BUILDING SERVICE		45	LF.
ADJUST 6" HYDRANT ASSEMBLY		1	EA.
6" D.I. CL54 WATER MAIN		50	LF.
6" TAPPING SLEEVE, VALVE IN WELL		1	EA.
2" STOP BOX		3	EA.
WATER MAIN CONNECTION		4	EA.

SEWER NOTE			
ALL SEWERS WITHIN THE PROJECT AREA (BIRMINGHAM COUNTRY CLUB) ARE UNDER THE JURISDICTION OF THE TOWNSHIP.			
LEGEND			
MANHOLE	EXISTING SANITARY SEWER	MANHOLE	EXISTING WATER MAIN
HYDRANT	GATE VALVE	MANHOLE	EXISTING STORM SEWER
MANHOLE	CATCH BASIN	MANHOLE	EXISTING BURIED CABLES
UTILITY POLE	GUY POLE	MANHOLE	EXISTING GAS MAIN
UTILITY POLE	GUY WIRE	MANHOLE	PR. SANITARY SEWER
MANHOLE	PR. SANITARY SEWER	MANHOLE	PR. WATER MAIN
MANHOLE	PR. STORM SEWER	MANHOLE	PR. R. Y. CATCH BASIN
MANHOLE	SAND BACKFILL (95 % DENSITY)	MANHOLE	PROPOSED LIGHT POLE

THOMAS L. FLEURY
GARY P. KING
LAURI A. READ
GOURI G. SASHTAL
GREGORY T. SCHULTZ
MINDY BARRY*
ELIZABETH A. YOUNG
KATHRYN E. JONES

Also admitted in Virginia*

KELLER THOMA

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STEVEN H. SCHWARTZ
& ASSOCIATES
Of Counsel

LEONARD A. KELLER
(1905 - 1970)

RICHARD J. THOMA
(1904 - 2001)

November 19, 2020

City Commission
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Re: Employment Agreement With Mr. Tom Markus

Dear Commissioners:

We are pleased to report that, as directed during the Board's meeting held on November 9, 2020, we have negotiated a written employment agreement with Mr. Tom Markus for the position of City Manager. A copy of the proposed written employment agreement is attached for your review.

The written employment agreement with Mr. Markus includes those items that were presented to the Board at the November 9 meeting, as well as the changes voted on by the Board. These changes included:

- The term of the employment agreement shall be 2-½ years;
- Language clarifying that the cell phone/computer/technology that Mr. Markus will be issued as City Manager belongs to the City;
- The period of severance payment shall be the lesser of 12 months or the balance of the employment agreement.

The written employment agreement also incorporates other standard provisions found in employment contracts.

Mr. Markus has already reviewed and approved the written employment agreement, and has indicated he will sign it upon approval by the Board.

We believe that the written employment agreement encapsulates the terms and conditions that were negotiated between the parties, and we request that the Board approve the agreement.

6A



KELLER THOMA

City Commission
City of Birmingham
November 19, 2020
Page 2

We look forward to discussing the above with the Commission.

Very truly yours,

KELLER THOMA, P.C.

/s/Gouri G. Sashital, Esq.
Gouri G. Sashital, Esq.

Suggested Resolution: To approve the employment agreement with Thomas M. Markus to serve as City Manager effective January 1, 2021.



**EMPLOYMENT AGREEMENT BETWEEN
THOMAS M. MARKUS
AND THE COMMISSION OF THE CITY OF BIRMINGHAM**

THIS AGREEMENT, made and entered into this _____ day of November, 2020, by and between the **CITY OF BIRMINGHAM**, A Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, MI 48009 ("the City") and Thomas M. Markus, whose address is 425 Bird Street, Birmingham, MI 48009 ("Employee").

WITNESSETH:

WHEREAS, pursuant to Chapter III of the Charter of the City of Birmingham, the Commission of the City of Birmingham has the responsibility to retain a City Manager to perform certain duties as set forth; and,

WHEREAS, the City Commission wishes to appoint Thomas M. Markus as City Manager; and,

WHEREAS, the City Commission is desirous of establishing certain conditions and benefits of employment of the Employee.

NOW, THEREFORE, the City and the Employee in consideration of the promises and mutual agreements herein, agree to the following:

1. **Duties**. The Employee agrees to perform all of the functions and duties as specified in the City Charter at Chapter 3, Section 8, and to perform whatever legally permissible and proper additional functions and duties which the Commission shall, from time to time, assign to the City Manager. The Employee agrees that all duties and functions shall be performed in a diligent, responsible, and equitable manner in accordance with the City Charter, City Code, and policies and resolutions established by the Commission.

The Commission agrees that it shall establish certain goals and objectives upon which the Employee's performance may be evaluated. In the event the parties agree to renew this

Agreement as set forth in Paragraph 3, the Commission will conduct a performance evaluation prior to the renewal of this Agreement.

2. **Professional Status.** The City acknowledges and agrees that the Employee is being employed in a bonafide, executive, administrative and professional capacity which will undoubtedly require him to spend more than forty (40) hours per week in the performance of his duties and functions. It is recognized that the Employee must devote a great deal of time outside of the normal office hours on business for the City, and to that end the Employee shall be allowed to establish an appropriate work schedule.

3. **Term of Employment.** The term of this Agreement is for two and one-half (2-½) years, or thirty (30) months, and shall terminate on June 30, 2023 unless the Agreement is mutually renewed in writing by the parties, provided, however, that the Employee may terminate upon ninety (90) days' written notice, and the City may terminate upon thirty (30) days' written notice. Notwithstanding any other provisions of this contract, the Employee agrees to serve at the pleasure of the Commission and agrees that this contract may be terminated with or without cause by either party.

The Employee agrees to remain in the exclusive employ of the City until his employment with the City terminates and will neither accept other employment nor become employed by any other employer until the date on which his employment with the City terminates. The term "employed" as used in this Paragraph shall not be construed to include occasional teaching, consulting, or writing performed on Employee's own time except that in no case shall Employee spend more than 10 hours per week in such activities.

4. **Salary.** The City agrees to pay the Employee a salary of One Hundred Sixty Thousand Dollars (\$160,000.00) per year in bi-weekly increments. The City agrees to increase the Employee's annual salary in such amount and at such time as the Commission may find

desirable, except that in no event shall the Employee's salary be increased less than the average of the salary increases for base wages negotiated for that year with the City's bargaining units.

5. **Professional Development.** Employer agrees to pay for the professional dues and subscriptions of the Employee for his participation in national, state, regional, and local associations necessary for his continued professional development and the good of the City. The City further agrees to pay the cost associated with participation in one local service club of the Employee's choosing.

The City further agrees to pay the travel, registration, and subsistence expenses of the Employee for his attendance at meetings or seminars necessary to continue the Employee's professional development or for the City's good, subject to the City's expense reimbursement policy.

6. **Benefits.** The City agrees to provide the Employee all employee benefits provided to City employees in accordance with the published City of Birmingham personnel policy except as modified as follows:

A. Paid Time Off, Illness Allowance, and Holiday Benefits:

- (i) Effective January 1, 2021, the Employee shall receive a one-time bank of fifteen (15) paid days off, to be used as the Employee determines. The Employee shall thereafter beginning January 1, 2021 start receiving the proportionate share for each pay period the equivalent of twenty-five (25) days of vacation per year for each year of this Agreement.
- (ii) The City shall offer the Employee participation in an illness allowance program equal to that which is offered to all other City employees.

- (iii) The City shall offer the Employee participation in a holiday benefit program equal to that which is offered to all other City employees.

B. Retirement:

- (i) The City agrees to allow the Employee to participate in the City's defined compensation pension plan, with the City and the Employee each making annual contributions in accordance with the plan documents, as they may be amended from time to time. In the event the Employee has not vested in the employee and employer contributions at the end of the Employee's 2-1/2 years of employment, the City shall make an equivalent employer contribution to the ICMA deferred compensation pension plan (see Paragraph 5.B(ii)), on behalf of the Employee.
- (ii) The City shall provide an annual contribution of Ten Thousand Dollars (\$10,000.00) into the deferred compensation plan established and maintained by the International City Management Association. The accumulated deferred compensation will be paid to the Employee upon the termination of the Employee's employment with the City.

C. Insurance:

- (i) The City and the Employee agree that the Employee is not requesting participation in and will not receive health insurance coverage through the City during the term of this Agreement, provided, however, that nothing in this Agreement shall alter or affect the Employee's participation in the City's Retiree Plan 712 during the term of this Agreement or after its termination.

- (ii) The City agrees to put into force and make required premium payments for the Employee's insurance policies for life, accident, sickness, disability, income benefits, and optical and dental group insurance covering the Employee and his dependents.
- (iii) The City agrees to pay the required premiums on a term insurance policy in an amount equal to three (3) times the Employee's annual salary, with the beneficiary named by the Employee to receive any benefits paid. The City will also pay the required premiums for a term insurance policy providing double indemnity for accidental death or dismemberment in an amount which is determined by the Employee's age and for which the Employee agrees to contribute 20% of the annual premium which will be paid proportionately through the biweekly payroll deduction.
- (iv) The Employee agrees to submit once every eighteen (18) months to a complete physical examination by a qualified physician whom the City selects, the cost of which the City shall pay. The City will receive a summary report of the physical examination determining the Employee's fitness to complete the physical requirements of the City Manager position. The City will treat this information with complete confidentiality in accordance with applicable state and federal laws.

7. **Cell Phone/Computer:** The City shall provide the Employee with a cell phone, computer devices, and other technology-based equipment needed to perform his City Manager duties for his use during his employment with the City. It is expressly understood and agreed that the cell phone, computer devices, and other technology-based equipment are the property of the

City and shall remain with the City upon the termination of the Employee's employment with the City.

8. **Automobile.** The City shall provide the Employee an automobile allowance of Five Hundred Dollars (\$500.00) per month for his business and personal use during his employment with the City and the City shall pay automobile insurance on the Employee's vehicle. This automobile allowance shall be adjusted by the yearly percentage change of the Detroit area CPIU as published by the Department of Labor for April of 2006 and April of each contract year thereafter.

9. **Relocation Expenses.** The City shall reimburse the Employee up to Fifteen Thousand Dollars (\$15,000.00) in relocation expenses, upon submittal by the Employee of duly executed expense statements, receipts, or personal affidavits to the City.

10. **Other Expenses.** The Employee is authorized to incur non-personal and job related expenses on behalf of the City. The Employee shall be reimbursed for such expenses upon submitting duly executed expense or petty cash vouchers, receipts, statements or personal affidavits to the City.

11. **Financial Interests.** The Employee understands that any financial investment or equity ownership in any business which performs services or supplies goods to the City may create a legal or ethical conflict of interest. Accordingly, the Employee agrees not to acquire any beneficial ownership in any business or organization which supplies goods or services to the City without first disclosing such acquisition to the Commission.

12. **Termination and Severance Pay.**

A. In the event that the Employee, after declaring that he is ready, willing, and able to perform the duties of the City Manager, is separated from his employment with the City for any of the reasons listed in Paragraph 12.B, then

the City shall pay to the Employee Severance Pay for the lesser of a period of twelve (12) months or the remainder of the term of this Agreement. As used herein, Severance Pay shall consist of all of the following:

- An amount equal to the Employee's base pay at the time of separation, less reductions and withholdings required by law, paid in biweekly installments;
- Continuation of the employer and employee contributions to the defined contribution pension plan;
- Employer contribution to the deferred compensation plan (ICMA).
- Continuation of the insurance policies referenced in Paragraph 6.c.ii; and
- Payment of all accrued vacation time and any other termination benefits available to other City employees at the time of separation, less reductions and withholdings required by law.

B. The Severance Pay described in Paragraph 12.A shall be paid to the Employee if he is separated from employment for any of the following reasons:

- (i) If, at a public meeting, a majority of the City Commission votes, for any reason other than the Employee's conviction of a felony or misdemeanor involving malfeasance or dishonesty, to terminate the Employee's employment with the City with or without cause.
- (ii) If the State of Michigan or the City takes any action that would eliminate the position of City Manager, or substantially alter or change the duties or authority of the City Manager position.

- (iii) If the City reduces the compensation, annual base salary, or other financial benefits accruing to the Employee hereunder, unless the percentage reduction is equal to or less than the percentage reduction of all management employees of the City.
- (iv) If the City offers to accept the employee's resignation in lieu of termination of his employment and, in acceptance of that offer, the Employee resigns.
- (v) If the City suspends the Employee with or without pay for a period of three (3) or more business days in any calendar year.
- (vi) If the City breaches any provision of this Employment agreement and fails, within ten (10) days after receiving written notice thereof from the Employee, to remedy any such breach.

C. In the event that the Employee voluntarily retires or resigns his position as City Manager or leaves the City's employment for reasons other than reasons listed in Paragraph 12.B, then the Employee shall not be entitled to the Severance Pay described in Paragraph 12.A.

D. Unless the parties agree otherwise, the Employee agrees to give written notice to the City no less than ninety (90) days in advance of any voluntary retirement or voluntary resignation of his position.

13. **Commencement Date.** This contract shall commence on January 1, 2021.

14. **Indemnification.** Beyond that required under Federal, State or Local law, the City shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of the Employee's employment or duties, unless

the act or omission involved willful or wanton misconduct. In the defense of such claims, the Employee may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for the Employee, shall extend until a final determination of legal action including any appeals brought by either party. The City shall indemnify the Employee against any and all losses, damages, judgements, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties unless the act or omission involved willful or wanton misconduct. Any settlement of any claim must be made with prior approval of the City, which approval shall not be unreasonably withheld, in order for indemnification as provided in this Section, to be available. The Employee recognizes that the City shall have the right to compromise, adjust, and settle claims against the Employee for which the Employee is entitled to indemnification. Further, the City agrees to pay all reasonable litigation expenses of the Employee throughout the pendency of any litigation to which the Employee is a party, witness, or adviser to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending.

15. **General Provisions.** The text herein shall constitute the entire agreement between the parties.

No modification of this agreement shall be valid unless such modification is in writing and signed by the City and the Employee. No waiver of any provision of this Agreement shall be valid unless such modification is in writing and signed by the person or party against whom charged.

This Agreement shall be binding upon and inure to the benefit of the City and the Employee and their successors and assigns; provided, however, that neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

If any provision, or any portion thereof, contained in this agreement shall be held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

16. **Governing Law.** This contract shall be governed by the laws of the State of Michigan, County of Oakland.

IN WITNESS WHEREOF, the City of Birmingham has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Witnessed:

CITY OF BIRMINGHAM, a Michigan Municipal Corporation

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, Clerk

Witnessed:

By: _____
Thomas M. Markus



cheryl arft <carft@bhamgov.org>

Fwd: Need Your Response Fwd: Haugen-Museum Board

1 message

Dan Haugen <daniel.l.haugen@gmail.com>

Mon, Nov 9, 2020 at 3:05 PM

To: cheryl arft <carft@bhamgov.org>

Cc: Leslie Pielack <lpielack@bhamgov.org>

Cheryl,

I will be travelling to China for business for the next 2 years, and will therefore need to resign from my position on the Birmingham Museum Board.

Thanks,
Dan

----- Forwarded message -----

From: **Leslie Pielack** <LPielack@bhamgov.org>

Date: Mon, Nov 2, 2020 at 11:49 AM

Subject: RE: Need Your Response Fwd: Haugen-Museum Board

To: Haugen, Dan <daniel.l.haugen@gmail.com>

Hi Dan,

Can you please follow up and send a resignation letter via email to Cheryl Arft (below) ASAP? It is necessary for the position to be filled during your absence. Please copy me on it, so I can make sure the process goes forward as needed.

I hope you have a good experience in China! Please keep in touch with us when the dust settles for you.

Our best, and stay safe!

Leslie

----- Forwarded message -----

From: **cheryl arft** <carft@bhamgov.org>

Date: Mon, Nov 2, 2020 at 9:34 AM

Subject: Re: Haugen-Museum Board

To: Leslie Pielack <LPielack@bhamgov.org>

He needs to resign so he can be replaced. He can re-apply when he returns. He can email me a resignation which the commission will see, and we can start the process to replace him.

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

5K

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

carft@bhamgov.org

"Important Note to Residents*

Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at www.bhamgov.org/citywideemail.

On Mon, Nov 2, 2020 at 8:54 AM Leslie Pielack <LPielack@bhamgov.org> wrote:

Hi Cheryl,

Dan Haugen informed me he will be going to China for 1 to 2 years and leaving some time this week or next week. What does he need to do?

Leslie

--

Leslie Pielack
Director
Birmingham Museum
248-530-1682



--

Leslie Pielack
Director
Birmingham Museum
248-530-1682



SUGGESTED RESOLUTION:

To accept the resignation of Dan Haugen from the Museum Board, thank him for his service, and direct the Clerk to fill the vacancy on the Museum Board.



MEMORANDUM

Finance Department

DATE: November 13, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director

SUBJECT: Fiscal Year 2019-2020 Audit Report

Douglas Bohrer Timothy St. Andrew, and Aaron Sarver from Plante and Moran will be present at the City Commission meeting on November 23, 2020, to give a presentation and answer any questions pertaining to the audit report.

The audit report and letter to the Commission was provided under separate cover. The audit report is available for inspection at the Clerk's Office as well as on the City's website.



MEMORANDUM

Finance Department

DATE: November 13, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director

SUBJECT: Update on City's 1st Quarter Finances

Background

When the fiscal year 2020-2021 budget was adopted, there was concern expressed by some of the City Commission about the effects of the pandemic on the City's finances for the year and whether the budget should be amended. The City Manager suggested that those discussions should wait until the audit for fiscal year 2019-2020 was complete and the City had more history of what the financial impact the pandemic really has been. This report serves to update the Commission on where the City is stands financially after the 1st quarter of the fiscal year. I've only included the larger City funds in this analysis.

General Fund

The General Fund finished fiscal year 2019-2020 with an unrestricted fund balance (fund balance that is available to spend) of \$14.9 million (see page 102 of the CAFR). This amount represents 37% of the budgeted expenditures of the year. The City Commission's fund balance policy states that unrestricted fund balance should remain between 17%-40% of budgeted expenditures.

Revenues: Now that the economy has had a chance to adjust to the pandemic, we are starting to see more consistent revenue trends which will help us predict future revenue streams. It is likely that these trends will remain in place until the end of the fiscal year due to the timing of when a potential vaccine will be available. Constitutional sales tax revenue, which makes up approximately 5% of the overall revenue budget, is projected to be within budget. Building permits, which makes up 5% of the overall revenue budget, is projected to be within budget, given the amount of building activity the City is experiencing. 48th District court revenue, which represents 3% of the overall budget, is projected to be approximately \$500,000-600,000 under budget. Parking fines is projected to be \$150,000 under budget. Other smaller revenues are also likely to see a slight decrease compared to budget as a result of COVID initiatives taken by the City as well as lower activity. Overall, it is projected that the City's revenue budget will likely be under budget by approximately \$800,000 - \$1,000,000. Fortunately, there have been grants available to offset some of the costs the City has incurred related to COVID. Altogether, the City has billed various agencies approximately \$1,000,000 for reimbursement of which the City has received approximately 25% to-date. These are revenues that were not budgeted for 2020-2021. A majority of these funds are General Fund related so the overall impact to the General Fund for fiscal year 2020-2021 is projected to be right now around \$250,000-\$300,000. Of course, given the nature of the pandemic and how quickly events can change, the above projections can equally change.

Expenditures: Expenditures are currently on-target for this year (see first quarter budget report). Historically, the General Fund's expenditures have been under budget due to vacancies or projects which are budgeted but not spent. These expenditure savings are usually sufficient to offset revenue shortfalls.

Major and Local Streets

Gas and weight taxes received from the state are currently within budget. However, part of the funding for roads comes from the state general fund. The state is currently struggling to close a big funding gap. Potentially, the state could cut the funding that was originally allocated for roads in a cost saving measure. If the state were to cut funding for roads, there is sufficient fund balance to cover these losses in the short-term.

Water and Sewer Funds

These funds are primarily supported by utility user fees. These user fees are transferred to the tax roll if payment is not received. Therefore, these funds are not currently affected by the pandemic.

Auto Parking System

The parking system ended the 2019-2020 fiscal year with an unrestricted net position of \$19.3 million.

Currently, the system is not collecting monthly parking permit or transient parking revenue from the structures as a way to support businesses during the pandemic. This economic relief is scheduled to end December 31, 2020. As a result, the only parking revenue currently being collected is from on-street parking meters. Given the rise of COVID cases in the area and the potential for another shutdown of businesses, it is difficult to accurately predict how the system will do financially this fiscal year. At the current pace (without monthly or transient parking revenue in the structures), the system is projected to lose approximately \$600,000-\$700,000 before factoring in capital improvements or depreciation. The structures are undergoing an assessment to determine the extent of repairs that need to be made. Once that is done and prioritized, a timetable for those repairs to be established.



MEMORANDUM

Finance Department

DATE: November 13, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: 48th District Court FY 2021 Budget

INTRODUCTION:

Every year the 48th District Court prepares an annual budget which must be approved by the four funding units: City of Birmingham, City of Bloomfield Hills, Bloomfield Township, and West Bloomfield Township.

BACKGROUND:

In accordance with the 1985 agreement, revenues and Court expenditures are allocated to the four control units, which include the cities of Birmingham and Bloomfield Hills and the townships of Bloomfield and West Bloomfield, in the same proportion as the number of cases arising from each unit. At the end of each calendar year following the Court's audit, an adjustment is made for the difference between those amounts advanced based on the estimate and the actual caseload of each control unit under the agreement as well as the court revenue.

Four municipal governments fund the budget of the 48th District Court: City of Birmingham, City of Bloomfield Hills, Bloomfield Township, and West Bloomfield Township. The expenditure budget of the court is allocated to each municipality based on that municipality's percentage of the total case load of the court. The City's percentage of the total court caseload was 30.35% in calendar year 2019 and is projected to decrease in 2020 to 26.5%. Each quarter, the City advances 25% of the City's allocation of the total expenditure budget to the Court. Revenue generated by the court is also distributed to each municipality based on the percentage of caseload except for cost of prosecution reimbursements which are specific to each municipality.

Attached is the proposed 2021 budget for the 48th Judicial District Court. In total, the Court is requesting an operating budget of \$4,620,888 which represents a decrease of \$24,550, or .53%, from the 2020 budget. Increases are proposed for salaries and operations while benefits, professional fees, security, and capital expenses are proposed to decrease.

Salaries: For 2021 salaries are proposed to increase \$44,000, or 2.4%, from the 2020 budget.

Benefit Expenses: This budgeted category is proposed to decrease by \$33,000, or 3.1% from the 2020 budget. The change is the result of a decrease in defined contribution expense which was partially offset by an increase in dental/life/disability insurance expense.

Operating Expenses: For 2021, operating expenses are proposed to increase by \$14,200, or 1.03% from the 2020 budget. This is primarily the result of an increase in information systems of \$12,500 from 2020's budget. Additionally, insurance expense is proposed to increase \$7,000.

Professional Fees: Overall this budgeted category is proposed to decrease by \$1,000, or .58%, from 2020's budget as a result of a decrease in consultants and other professional services expense of \$4,000.

Security & Other Expenses: This category is proposed to decrease \$42,750, or 21.62%, primarily as a result of a decrease in court security of \$35,000 and a decrease in library/dues/certifications of \$6,500.

Equipment & Capital: Expenditures for this category are proposed to decrease by \$6,000, or 3.41%, primarily as a result of a decrease in equipment maintenance expense of \$5,000.

LEGAL REVIEW:

No legal review is required.

FISCAL IMPACT:

The Court is estimating that its expenditures will be under budget by approximately \$500,000 for 2020. The City's caseload for 2020 is projected to be around 26.5%. Based on this, the City's expected portion of the Court's expenditures is projected to be approximately \$1,098,000. I am projecting that the City's portion of the Court's revenue based on a projected caseload of 26.5% is \$650,000. This leaves a shortage of approximately \$450,000 for 2020 that the City has to absorb.

It is very difficult to project the fiscal impact of the Court's operations for 2021 on the City because of the variables with COVID. However, assuming the City funds the Court's 2021 budget at the same percentage as the projected 2020 caseload of 26.5%, the City would advance the Court \$1,224,535. If Court revenues project to be similar to 2020's revenue, the City would receive approximately \$650,000 or a funding shortage of approximately \$575,000. This, however, does not take into consideration possible savings if the Court is able to keep expenditures under the budget or that the Court is able to resume normal operations earlier than projected.

Attached to this report is the Court's 2021 budget and a history of the City's portion of the Court's revenues and expenditures.

SUMMARY:

It is recommended to approve the 48th District Court budget as submitted. Bloomfield Township and West Bloomfield Township have already approved the budget.

ATTACHMENTS:

1. 48th District Court Proposed Budget for FY 2021
2. History of Court Revenues vs Expenditures

SUGGESTED RESOLUTION: To receive the 2021 proposed budget from the 48th District Court; and further, to approve the budget as submitted.

THE COURT IN REVIEW

The 48th District Court serves the Charter Townships of Bloomfield and West Bloomfield, and the Cities of Birmingham, Bloomfield Hills, Keego Harbor, Orchard Lake Village and Sylvan Lake. Bloomfield Township, West Bloomfield Township, Birmingham and Bloomfield Hills (collectively referred to as the “Funding Unit(s)”) fund the Court’s operation pursuant to an agreement executed between the Funding Units. The Court is not a signatory to the Funding Units’ agreement. The political subdivisions of Keego Harbor, Orchard Lake Village and Sylvan Lake utilize the Court’s services and receives reimbursements pursuant to the Funding Unit agreement. As defined by the Michigan Legislature in 1968, the District Courts are an independent third branch of government providing services to municipalities and have jurisdiction over:

- Arraignments – advising defendants of their rights, the pending charge(s) and the setting of bond in misdemeanor & felony cases.
- Misdemeanors – all criminal cases punishable by imprisonment not exceeding one year, written under state law or local ordinance. This includes, but is not limited to: Operating While Intoxicated (1st and 2nd), Domestic Violence, Assault/Battery, Aggravated Assault/Battery, Drug Possession, Stalking, Retail Fraud, Larceny, Breaking and Entering, Driving While License Suspended, and all violations of probation for these cases.
- Preliminary Examinations in all felony cases. A preliminary exam is a hearing where testimony is heard to determine whether there is probable cause that a crime has been committed and probable cause that the defendant committed the crime. If the judge so finds, the case is bound over to the Oakland County Circuit Court for further proceedings.
- Felony Guilty Pleas.
- Civil Lawsuits – claims where the amount in controversy does not exceed \$25,000.
- Landlord/Tenant Disputes – Hearings, which include eviction proceedings, land-contract forfeitures and mortgage foreclosures.
- Small Claims – claims where the amount in controversy does not exceed \$6000 and litigants represent themselves.
- Civil Infractions – includes all informal and formal hearings.
- Search Warrants – Judges and Magistrates on call 24 hours a day.

The budget of the 48th District Court has two separate and distinct components. The first addresses caseload and monetary funds received by the Court. Fines, costs and other fees are assessed as appropriate within the law. Funds received by the Court are subsequently distributed to the State, Oakland County and local Funding Units pursuant to law and the Funding Unit agreement.

The second component of this budget analyzes the expenses incurred for the operation of the Court. The Court submits a lump-sum budget comprised of six account groupings. Funds used to maintain the operation of the Court are reviewed and approved through an annual budget process with the Funding Units. Once approved, the Funding Units advance the Court funds for Court operations on a quarterly basis. Any surplus is returned to the funding units upon completion of the annual external audit.

The Judges and the entire staff of the 48th District Court understand the difficult budget issues facing all municipalities, courts, families and individuals. In preparing this budget, we continue to strive to ensure that public funds are used in the most efficient and responsible manner possible by reducing costs and maintaining a high standard of service, while honoring our constitutional duty to serve the public. The figures and data presented highlight the Court's commitment to the efficient use of the public's resources.

ADDITIONAL INFORMATION

- The requirements relative to case disposition have changed.
 - The judges and the 48th District Court must submit quarterly reports to the State Court Administrator's Office (SCAO) regarding the disposition of cases and all matters submitted before them. They are meeting or exceeding the guidelines specified by the Michigan Supreme Court.
- Collections
 - The judges and staff of the Court are diligent in collecting fines and costs at the time of sentencing.
 - The Court has a closely monitored Collection System for delinquent civil infractions. The goal of the program is to enforce outstanding court orders. Since the implementation of the program, the Court has collected in excess of \$2 million. The program is monitored with extreme efficiency at minimal cost.
 - Cases meeting certain criteria are forwarded to the Michigan Department of Treasury for tax garnishment.

EXPENSES, REDUCTIONS & COURT IMPROVEMENTS

PERSONNEL

Knowing that employee salaries and benefits account for a substantial portion of Court expenses, the Court has made significant changes over the past decade. These changes have set a foundation which will save costs well into the future.

Building Lease

The Court's building lease was renewed in November 2016. Court Administration invested time analyzing the building, as well as assessing operational needs in preparation for negotiations with the landlord Bloomfield Township. The majority of the Court building is over 30 years old, and the addition to the building is now 20 years old. Functional elements such as the heating and cooling (HVAC), plumbing, electrical and the roof have reached or exceeded their useful life. Structural components such as windows, entryways, and the parking lot need repairs and/or replacement. Cosmetic upgrades and replacement are needed for carpet, walls and offices due to normal wear and tear. The new lease takes all of these concerns into consideration. Given the large number of improvements needed, it is not financially feasible for the Court to perform all in one fiscal year. Therefore, Bloomfield Township has created a "Building Improvement Fund" for the Court's needs. The Court will deposit a fixed amount of \$44,750 into the fund annually. Projects will be completed in a chronological order, based on prioritized need and will be subsidized by this account. This fixed cost appears in the "Operating Expense" section of the 2021 Budget.

OPERATION & SECURITY

The Court has reached a point where maintenance costs for certain aspects of Court operation are exceeding the replacement costs. Recognizing that not all of these needs necessarily fall under the scope of the building lease, the Court anticipates investing in these items through the general fund. All due diligence is exercised in assessing the Court's needs, while operating within the budget and maintaining high standards for fulfilling the Court's obligation to the public. Heightened security measures, both inside and outside the building are mandatory to protect the public, judges and staff that visit and work within the courthouse. During 2017-2018, the Court upgraded security cameras and security access by installing a secured parking lot for all Court staff. In 2019, a separate security plan, approved by the funding units in 2018, expanded the Court's entryway to allow for enhanced security checkpoints and additional room for the public to enter and exit the building safely. The clerical and cashier work areas also feature safety glass from counter to ceiling to further enhance security.

SPECIAL PROGRAMS & SERVICES

- **Cost of Prosecution** – The law allows for the Court to collect costs of prosecution for Operating While Intoxicated (OWI) cases when requested by the prosecutor. Once collected, these funds are reimbursed, in full, directly to the appropriate municipality.
- **Restitution** – In proceedings involving individual or business victims, the Court collects the restitution from the defendant and forwards it to the crime victim. Since 2010, the Court forwarded over \$500,000 to individuals/businesses who have been victims of theft, embezzlement, fraud, property destruction, medical injuries, auto damage, etc.
- **OAK.gov Credit Card Processing** – The Court utilizes Oakland County's online services to accept credit card payments both within the courthouse and on the Court's website.
- **Website** – The Court's website, <http://48thdistrictcourt.us>, is an extremely user-friendly and informative site. Users are able to easily access general information about the Court, as well as print necessary court forms. The Court's website provides convenient and easy access for credit card payments through Oak.gov Credit Card Processing. The website reduces the number of telephone calls received by the clerks and reduces the foot traffic inside the courthouse, allowing the clerks to utilize their time more efficiently.
- **WWAM & Community Service** – Weekend and Weekday Alternative for Misdemeanants – The WWAM program is an alternative to incarceration where sentenced defendants use their skills to help community groups by performing work on a supervised crew. In addition to WWAM, appropriate defendants are sentenced to perform other acts of community service benefiting local non-profit groups such as food banks, soup kitchens, shelters, hospitals, schools, etc.
- **Drug and Alcohol Intensive Probation Oversight Program** – The Court has an intensive Probation Oversight program for defendants suffering with addictions. The program includes, but is not limited to, referral to intensive treatment facilities, counseling, education, 12-step programs, and aggressive testing requirements. This program is administered to those that have committed alcohol or drug related offenses, domestic violence, assault and battery, and other related crimes to ensure the safety of the public and promote rehabilitation of the defendant.
- **Serving the Community** – In addition to serving as judges at the 48th District Court, each individual judge strives to use the Court as a tool to reach into the community and educate our youth helping them to make positive and empowering choices. Additionally, the judges host an annual "Constitution Day" to educate our middle school students about the Bill of Rights.

- Judge Marc Barron presides over the “*Teen Court*” program, which allows high school students from local schools to take an active role in the Court process by handling actual juvenile cases. The students act as lawyers and jurors and decide the penalty on juvenile cases presented by the Prosecutor’s Office, while Judge Barron advises and sentences the individual.
- Judge Diane D’Agostini’s “*Order in the Court*” program has hosted thousands of students through field trips to the Court where she educates the young visitors about the Court process and making responsible decisions. She also speaks at local high schools about the law and penalties in addition to conducting Court at local high schools.
- Judge Kimberly Small implemented her “Critical Life Choices” and “*Cool to be Clean*” programs which is conducted at our local middle schools. The programs are a combination of real court proceedings and a multi-media interactive presentation designed to help our youth make wise decisions. To date, she has shared her programs with over 20,000 students. She also participates in numerous community panels on drug and alcohol use prevention.

STATE OF MICHIGAN

48th JUDICIAL DISTRICT

Case Type Activity

Case Type	NEW CASES JAN-DEC 2018	NEW CASES JAN-DEC 2019	NEW CASES JAN-SEP 2020	PROJECTED CASES JAN-DEC 2020	PROJECTED VARIANCE % 2020 V 2019
Traffic Cases (Civil Infractions & Misdemeanor Traffic)	28,049	27,129	10,543	14,057	-48.18%
Drunk Driving Cases	422	449	188	251	-44.17%
Criminal & Non-Traffic Cases	1,231	1,366	733	977	-28.45%
Civil Cases	4,729	4,492	2,353	3,137	-30.16%
Total Cases	34,431	33,436	13,817	18,423	-44.90%

STATE OF MICHIGAN 48th JUDICIAL DISTRICT

Case Volume By Community

	NEW CASES	NEW CASES	NEW CASES	PROJECTED CASES	PROJECTED VARIANCE %
Community	JAN- DEC 2018	JAN- DEC 2019	JAN-SEP 2020	JAN-DEC 2020	2020 V 2019
Birmingham	8,447	8,822	3,182	4,243	-52%
Bloomfield Hills	2,876	2,965	1,816	2,421	-18%
Bloomfield Township	12,140	11,217	4,173	5,564	-50%
West Bloomfield	6,454	6,066	2,835	3,780	-38%
Keego Harbor	1,343	1,393	512	683	-51%
Orchard Lake	1,791	1,841	700	933	-49%
Sylvan Lake	896	772	333	444	-42%
Other *	484	360	266	355	-1.4%
Total Cases	34,431	33,436	13,817	18,423	-44.90%

* Other includes, but not limited to, MSP, Animal Control, Marine Division , DNR, OCSD

STATE OF MICHIGAN 48th JUDICIAL DISTRICT

Funding Unit Caseload Percentages			
Community	ACTUAL CASE LOAD 2018	ACTUAL CASE LOAD 2019	ACTUAL CASE LOAD Jan- Sep 2020
	%	%	%
Birmingham	28.23%	30.35%	26.50%
Bloomfield Hills	9.61%	10.20%	15.13%
Bloomfield Township	40.58%	38.59%	34.76%
West Bloomfield	21.58%	20.86%	23.61%
	100.00%	100.00%	100.00%

STATE OF MICHIGAN 48th JUDICIAL DISTRICT

Budget Expenditure Summary

	2018 BUDGET REQUEST	2019 BUDGET REQUEST	2020 BUDGET REQUEST	2021 BUDGET REQUEST	VARIANCE % 2020 VS 2021
Salaries	\$ 1,915,032	\$ 1,835,450	\$ 1,800,000	\$ 1,844,000	2.44%
Judicial Reimbursement *	\$ (137,172)	\$ (137,172)	\$ (137,172)	\$ (137,172)	0.00%
Benefits	\$ 1,144,400	\$ 1,090,000	\$ 1,063,000	\$ 1,030,000	-3.10%
Operations	\$ 1,295,060	\$ 1,195,760	\$ 1,374,860	\$ 1,389,060	1.03%
Professional Fees	\$ 130,600	\$ 132,500	\$ 171,000	\$ 170,000	-0.58%
Security & Other Expenses	\$ 212,000	\$ 247,500	\$ 197,750	\$ 155,000	-21.62%
Equipment & Capital	\$ 111,000	\$ 190,000	\$ 176,000	\$ 170,000	-3.41%
Total	\$ 4,670,920	\$ 4,554,038	\$ 4,645,438	\$ 4,620,888	-0.53%

* Judicial salary reimbursement received from the State

**STATE OF MICHIGAN
48th JUDICIAL DISTRICT**

Benefit Expense						
	2018 BUDGET REQUEST	2019 BUDGET REQUEST	2020 BUDGET REQUEST	2021 BUDGET REQUEST	VARIANCE % 2020 VS 2021	
Defined Contribution	\$ 244,800	\$ 240,000	\$ 260,000	\$ 225,000	-13.46%	
Medical Insurance	\$ 726,150	\$ 630,000	\$ 575,000	\$ 575,000	0.00%	
Other Post -Employment Benefits (OPEB)	\$ 55,000	\$ 110,000	\$ 110,000	\$ 110,000	0.00%	
Dental, Life, Disability Insurance	\$ 118,450	\$ 110,000	\$ 118,000	\$ 120,000	1.69%	
Total	\$ 1,144,400	\$ 1,090,000	\$ 1,063,000	\$ 1,030,000	-3.10%	

**STATE OF MICHIGAN
48th JUDICIAL DISTRICT**

Operating Expenses						
	2018	2019	2020	2021	VARIANCE %	
	BUDGET REQUEST	BUDGET REQUEST	BUDGET REQUEST	BUDGET REQUEST	2020 VS 2021	
Payroll Taxes *	\$ 135,000	\$ -	\$ 150,000	\$ 153,000	2.00%	
Information Systems	\$ 95,000	\$ 56,200	\$ 62,500	\$ 75,000	20.00%	
Office Supplies	\$ 55,000	\$ 66,000	\$ 59,300	\$ 60,000	1.18%	
Postage	\$ 31,000	\$ 39,000	\$ 44,000	\$ 40,000	-9.09%	
Payroll Processing & Bank Services	\$ -	\$ 25,000	\$ 22,000	\$ 20,000	-9.09%	
Insurance	\$ 80,000	\$ 82,500	\$ 98,000	\$ 105,000	7.14%	
Utilities/Telephone	\$ 110,000	\$ 113,000	\$ 130,000	\$ 132,000	1.54%	
Rent	\$ 584,310	\$ 584,310	\$ 584,310	\$ 584,310	0.00%	
Building Capital Improvement Escrow	\$ 44,750	\$ 44,750	\$ 44,750	\$ 44,750	0.00%	
Building Maintenance & Janitorial	\$ 160,000	\$ 185,000	\$ 180,000	\$ 175,000	-2.78%	
Total	\$ 1,295,060	\$ 1,195,760	\$ 1,374,860	\$ 1,389,060	1.03%	

* Payroll taxes were erroneously excluded from the original 2019 budget request.

**STATE OF MICHIGAN
48th JUDICIAL DISTRICT**

Professional Fees									
	2018		2019		2020		2021		VARIANCE %
	BUDGET REQUEST		BUDGET REQUEST		BUDGET REQUEST		BUDGET REQUEST		2020 VS 2021
Auditors	\$	22,000	\$	28,000	\$	35,000	\$	35,000	0.00%
Magistrates	\$	60,000	\$	62,000	\$	62,000	\$	65,000	4.84%
Consultants & Other Professional Services	\$	48,600	\$	42,500	\$	74,000	\$	70,000	-5.41%
Total	\$	130,600	\$	132,500	\$	171,000	\$	170,000	-0.58%

**STATE OF MICHIGAN
48th JUDICIAL DISTRICT**

Security & Other Expenses

	2018 BUDGET REQUEST	2019 BUDGET REQUEST	2020 BUDGET REQUEST	2021 BUDGET REQUEST	VARIANCE % 2020 VS 2021
Jury & Witness Fees	\$ 12,000	\$ 8,500	\$ 8,750	\$ 7,500	-14.29%
MIDC (Michigan Indigent Defense Commission)	\$ 65,000	\$ 70,000	\$ 17,500	\$ 17,500	0.00%
Library/Dues/Certifications	\$ 10,000	\$ 19,000	\$ 21,500	\$ 15,000	-30.23%
Court Security Personnel (Deputy Sheriffs)	\$ 125,000	\$ 150,000	\$ 150,000	\$ 115,000	-23.33%
Total	\$ 212,000	\$ 247,500	\$ 197,750	\$ 155,000	-21.62%

**STATE OF MICHIGAN
48th JUDICIAL DISTRICT**

Equipment & Capital Expense					
	2018 BUDGET REQUEST	2019 BUDGET REQUEST	2020 BUDGET REQUEST	2021 BUDGET REQUEST	VARIANCE % 2020 VS 2021
Equipment Rental	\$ 11,000	\$ 20,000	\$ 21,000	\$ 20,000	-4.76%
Equipment Maintenance	\$ 25,000	\$ 25,000	\$ 30,000	\$ 25,000	-16.67%
Capital Expenses/Improvements *	\$ 75,000	\$ 145,000	\$ 125,000	\$ 125,000	0.00%
Total	\$ 111,000	\$ 190,000	\$ 176,000	\$ 170,000	-3.41%

* Due to Covid-19 pandemic, the Court froze capital improvements for budget year 2020

**STATE OF MICHIGAN
48th JUDICIAL DISTRICT**

CASH DISTRIBUTION - 2020

	Birmingham		Bloomfield Hills		Bloomfield Township		West Bloomfield		Total
2019 Case Load Percentage	30.35%		10.20%		38.59%		20.86%		
1st Qtr.	\$	168,088	\$	59,885	\$	262,930	\$	113,053	\$ 603,956
2nd Qtr.	\$	81,182	\$	36,613	\$	100,855	\$	39,834	\$ 258,484
3rd Qtr.	\$	90,336	\$	66,220	\$	134,951	\$	66,064	\$ 357,571
4th Qtr.									
Total of distributions to Funding Units	\$	339,606	\$	162,718	\$	498,736	\$	218,951	\$ 1,220,011
Cost of Prosecution Reimbursement	\$5,851		\$1,857		\$23,613		\$4,050		\$35,371
Total Cash Distributions in 2020 through 3rd quarter	\$	345,457	\$	164,575	\$	522,349	\$	223,001	1,255,382

CITY OF BIRMINGHAM
48TH DISTRICT COURT
REVENUES AND EXPENDITURES
FY 2010-2019

	FISCAL YEAR ENDING DECEMBER 31,									
	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>
REVENUES										
FINES AND COURT COSTS	1,258,383	1,147,391	1,168,187	1,071,498	1,079,208	1,182,646	1,103,218	863,689	713,243	690,486
OTHER (INTEREST/REIMB)	<u>182,786</u>	<u>13,379</u>	<u>14,801</u>	<u>11,730</u>	<u>12,959</u>	<u>13,427</u>	<u>10,037</u>	<u>12,123</u>	<u>8,884</u>	<u>8,722</u>
TOTAL REVENUES	1,441,169	1,160,770	1,182,988	1,083,228	1,092,167	1,196,073	1,113,255	875,812	722,127	699,208
EXPENDITURES	<u>(1,468,900)</u>	<u>(1,232,846)</u>	<u>(1,255,859)</u>	<u>(1,079,148)</u>	<u>(1,059,427)</u>	<u>(1,175,413)</u>	<u>(1,158,375)</u>	<u>(917,452)</u>	<u>(685,731)</u>	<u>(675,818)</u>
REVENUES OVER (UNDER)										
EXPENDITURES	(27,731)	(72,076)	(72,871)	4,080	32,740	20,660	(45,120)	(41,640)	36,396	23,390



MEMORANDUM

Police Department

DATE: November 18, 2020

TO: Joseph A. Valentine, City Manager

FROM: Scott Grewe, Operations Commander

SUBJECT: Reduced Rate Parking

INTRODUCTION:

By previous resolution on August 24, 2020, the City Commission, as recommended by the Advisory parking Committee (APC), passed a recommendation that all parking in the City's (5) parking structures would be free through December 31, 2020. The resolution also provided that all monthly permit holders be charged a one-time fee of \$100.00 to retain their status as a monthly permit holder into 2021. As the end of the year approaches, the issue of parking in all (5) City decks needs to be reexamined.

BACKGROUND:

In response to the COVID-19 pandemic, the City instituted free parking for all (5) parking decks effective April 1, 2020 as a relief effort to support local businesses and restaurants. At the August 5, 2020 Advisory Parking Committee (APC) meeting, the APC recommended that the City continue free parking at all (5) parking decks through December 31, 2020. On August 24, the City Commission agreed with the APC and passed a resolution providing free parking in all (5) parking decks through December 31, 2020.

As the end of the year is approaching, the APC again examined the issue of parking in all (5) parking decks at their November 4, 2020 meeting. The APC discussed several options and passed a recommendation to extend free parking until the end of March. They noted concerns in lost revenue, reduced store hours, holiday shopping and traditionally low sales in the months of January, February and March as reasons to extend free parking. (see attached minutes)

To compare financial reports, the police department reviewed August of 2019 compared to August 2020. In 2019, there was \$514,280 in revenue, operating costs of \$133,290 for a net revenue of \$380,990. This August, there was essentially no revenue. However, there are still operating costs associated with the structures, which have been reduced by SP+ limiting their operations. Operating costs for August was \$66,844.

LEGAL REVIEW:

No review completed.

FISCAL IMPACT:

The City has not charged for monthly or transient parking in the structures since April 1, 2020. The unrestricted net assets of the parking fund totaled \$20,632,305 as of April 1, 2020. During this time, several capital improvements have been completed totaling \$1,457,996. The parking fund balance as of September 30, 2020 was \$19,256,606. A reduction of \$1,375,699.

It is difficult to estimate exactly how much revenue would be lost to continue free parking due to the unknown usage at this time. Most structures are operating at less than 30% daily capacity. There is no way to track who is using the structure (transient or monthly parkers) to calculate fees that may be collected. However, attached is the Parking Structures – Combined Income Statement that shows revenue, expenses and net profit/loss from July of 2019 through September of 2020.

In January, February and March of this year, before free parking began, the average total income per month was \$395,328.00. Assuming current occupancy is 30%, we can estimate \$118,598 per month of total income. Over the last three months, with reduced staff, the average expenses are \$69,082 per month. This could result in a net profit of \$148,548 over these three months if the estimates are accurate.

To continue free parking for January, February and March, the City could estimate a cost of \$154,273 to cover expenses based on the average cost of June through September of this year.

SUMMARY:

Due to the Covid-19 Pandemic, the City instituted free parking in all structures which began on April 1, 2020. In August, the City Commission passed a resolution to continue free parking through the end of 2020. As 2021 approaches, the APC again reviewed the matter and passed a recommendation that free parking continue through March 31, 2021. See attached minutes from the APC meeting.

ATTACHMENTS:

1. August 24, 2020 Memo to Commission – Reduced Rate Parking
2. Minutes from the August 24, 2020 City Commission Meeting
3. October 28, 2020 Memo to APC – Reduced Rate Parking
4. Minutes from the November 4, 2020 APC Meeting
5. Parking Structures – Combined Income Statement

SUGGESTED RESOLUTION:

To approve the continuation of free parking in all structures through March 31, 2021.



MEMORANDUM

Office of the City Manager

DATE: August 24, 2020

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: COVID 19 Economic Relief: Reduced Rate Parking Options – September 1, 2020 through December 31, 2020

Introduction:

In March 2020, due to the State of Michigan's shelter in place order, the City of Birmingham extended free parking to both transient and commuter (permit parkers) through September 1, 2020.

The financial of free transient parking in the garages, when compared to last year was, on average \$185,000 per month from April 1 – July 1 (4 Months) for a total impact of \$740,000.

The financial impact for free monthly permits is \$224,000 per month. From April 1 – September 1 (6 Months), total revenue loss was of \$1,344,000. The combined impact of lost revenue for both transient and monthly permit parking has been \$2,084,000 as of August 1.

The parking fund balance, as of June 2020, totaled \$20,383,867. The City has not charged for monthly or transient parking in the garages since April 1, 2020 and has endeavored to do complete several critical infrastructure projects during this period of low occupancy that were totaled approximately \$1.2 million. The current parking fund balance, as of August 2020, is \$18,938,287.

The impact to the parking fund reserve, to date, is a total \$1,445,580.

Revenue operations and occupancy for on-street parking have returned to approximately 70% of their normal levels.

Parking in the garages remain free through September 1, while occupancy in the garages has been hovering between 35%-40%. Chester garage hosts the lowest levels of occupancy at approximately 10%, while Pierce Street garage consistently has the highest level of occupancy of all of the garages at approximately 50% daily occupancy during the week.

The Advisory Parking Committee met on August 19 and recommended further relief be provided through December 31 for parking in downtown Birmingham that would allow free parking to continue in the garages. The committee further recommended that monthly permit holders be required to pay a one-time fee of \$100 by November 30, 2020 in order to retain their status as

a monthly parker into the new year. Non-payment of this one-time fee would result in forfeiture of the parking pass. The one-time payment, if paid by all current monthly pass holders, would generate \$383,700 in revenue.

Background:

The APC was presented with options for consideration to address the concern that free parking initiatives were set to expire on September 1. They essentially selected option one with the addition of the one-time payment requirement for monthly pass holders.

Inquiries from monthly parkers have been increasing as to whether the City will offer any additional economic relief initiatives as many will not be returning to their offices before the end of the year. Staff has been discussing potential options for providing support to the permit holders and ensuring that we continue to encourage visitors to the downtown.

The options presented to the committee included:

Option 1: Continue with Free Parking in the Garages through December 31, 2020

This would have been a simple continuation of the existing relief program without changes. The City would continue to forego \$224,000 per month in monthly pass revenue and \$185,000 in transient parking revenue (\$409,000 per month). Permit holders would continue to hold their permits through the end of the year. Total impact in projected revenue lost over last year would be \$1,636,000. (This section was corrected after the APC meeting to include transient parking revenue loss in the calculation.)

Option 2: Free Parking in the Garages from Friday – Sunday / 1/2 Price Discount for Permit Holders

This alternative would be an adjustment to the existing relief program. The gates in the garages would be operable from Monday – Thursday where transient parkers would be required to pay for parking (first two hours would remain free). It is unclear what the demand for parking would be and therefore, we can not provide an revenue estimate for transient parking at this time other than that it would be greater than \$0.

Monthly permit parkers would then be charged \$35 to retain their permits from now through the end of the year. Total impact in revenue lost over last year would be \$448,000. It is expected that there will be those that choose to relinquish their permits, even given this severely discounted rate. Staff could potentially recover revenue through calls to individuals on the waitlist.

Option 3: Return to normal revenue operations. No further discounts or relief due to COVID.

This option is self-explanatory. Staff does not suggest this is the best course of action given the existing circumstances due to the pandemic.

Staff levels have remained at a minimum in the garages to keep operational costs at a minimum while not collecting revenue. We continue to monitor these levels to ensure an appropriate level of customer service and responsiveness to issues as they arise. The attached worksheet provides line item level detail on parking financials. The parking staff operations budget has been reduced by more than half due to the lessened need for administrative staff to support revenue operations and associated maintenance/oversight with technology at the gates. Costs have decreased from approximately \$130,000 per month to \$60,000

Financial Impact:

The financial impact of each of these options have been presented with a comparison to last year. It is important to note that occupancy levels in the garages is substantially lower than last year. The highest level of occupancy in any garage is at 50%, where last year, it was rare for occupancy levels to dip below 85% in an garage. As such, the true financial impact, using observations at current occupancy levels system wide is at 30%, on average.

Revenue loss when compared to last year would total \$409,000 per month for a total of 4 months would total \$1,636,000.

Revenue loss when applied to observed occupancy levels in the five garages since the beginning of the shutdown remains steady at roughly 30% system wide, would represent a more accurate loss of revenue at approximately \$490,800.

It is difficult to predict revenue loss is in this environment. Occupancy levels may increase or decrease with news concerning the pandemic. The preceding figures are projections that are subject to change. The purpose of providing comparisons to last year is to provide worst case scenarios with respect to potential losses.

The parking fund balance, as of June 2020, totaled \$20,383,867. The current parking fund balance, as of August 2020, is \$18,938,287. The impact to the parking fund reserve, to date, is a total \$1,445,580.

Suggested Resolution:

To authorize continued free parking continue in the five municipal garages from September 1, 2020 through December 31, 2020,

-AND

Require monthly parking permit holders to pay a one-time fee of \$100 by November 30, 2020 in order to retain their status as a monthly parker into the new year.

BIRMINGHAM CITY COMMISSION VIRTUAL MEETING MINUTES
AUGUST 24, 2020
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

Watch the entire meeting at: vimeo.com/event/3470/videos/448736187

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, Planning Director Ecker, Assistant Planning Engineer Cowan, Commander Grewe, IT Manager Brunk, 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.
- 2020 Summer property taxes are due Monday, August 31, 2020 and must be received in the Treasurer's Office by that date to avoid a penalty. Due to COVID, mail delivery service is very slow and unpredictable, therefore, the Treasurer's Office recommends that you either drop off your payment in the drop box located behind City Hall or pay on-line using the Pay My Property Taxes quick link located on the City's website homepage. If you pay on-line, you can use a credit card and pay a 3% convenience fee or use the free e-check option. You can also use this link to check on the status of your payment with the City.
- 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.
- 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 would like to remind voters to turn in an absentee ballot applications if they wish to vote by mail for the November 3, 2020 General Election. To review your

specific voting information visit mi.gov/vote. Persons 16 or older that are interested in learning more about elections and assisting the community could work on Election Day! Visit the elections inspectors tab on the clerk's website for more details bhamgov.org/voting.

APPOINTMENTS:

08-151-20 APPOINTMENT OF JOY CANTOR TO THE HISTORIC DISTRICT STUDY COMMITTEE

The Commission interviewed Joy Cantor for the appointment.

MOTION: Nomination by Commissioner Host:
To appoint Joy Cantor, as a regular member to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2023.

Commissioner Sherman asked if the position expiring in 2023 was advertised.

City Manager Valentine clarified that it was advertised.

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

08-152-20 APPOINTMENT OF LISA KRUEGER TO THE ADVISORY PARKING COMMITTEE

The Commission interviewed Lisa Krueger.

Commissioner Hoff noted that both candidates work downtown and live in Birmingham. She also pointed out that this committee is very important and is in need of diverse representation. Moving forward she would encourage others from a different neighborhood to seek a seat on this committee.

Commissioner Baller asked if either of the candidates recalled the Downtown Parking Plan of 2018. If so, what stood out as a significant suggested improvement to the parking system?

Ms. Krueger replied yes, and acknowledging that times have changed since then and so has her perspective. She recalled community growth as a critical aspect as well as the condition of the existing parking structures.

MOTION: Nomination by Commissioner Hoff:
To appoint Lisa Krueger to the Advisory Parking Committee as a regular member who is a downtown employee within the parking assessment district to serve a three-year term to expire September 4, 2023.

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

08-153-20 APPOINTMENT OF JENNIFER YERT TO THE ADVISORY PARKING COMMITTEE

The Commission interviewed Jennifer Yert.

MOTION: Nomination by Commissioner Sherman:
To appoint Jennifer Yert to the Advisory Parking Committee as an alternate member who is a downtown employee within the parking assessment district to serve a three-year term to expire September 4, 2023.

Ms. Yert responded to Commissioner Baller as follows:

- Yes, to recalling the study.
- Exploring Opportunities for expanded parking based on best practices by other cities with the same challenges.

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

08-154-20 APPOINTMENT PAM DEWEESE TO THE GREENWOOD CEMETERY ADVISORY BOARD

The Commission interviewed Pam DeWeese.

MOTION: Nomination by Commissioner Hoff:
To appoint Pam DeWeese to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2023.

Commissioner Nickita pointed out that by supporting Ms. DeWeese in this role, the Commission is recognizing the value of institutional knowledge.

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

Mayor Boutros congratulated the appointees and instructed them to contact the City Clerk Designee to arrange the final step of administration of the oath.

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

- David Bloom commented on the following:
 - Personal attacks during Commission meetings
 - Importance of detailed meeting minutes as discussed in the Special Commission Workshop due to the lack of media coverage by The Downtown and Eccentric.
 - Public space accessibility in inclement weather due to COVID-19.

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.

08-155-20 CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Hoff: Item G- Ballot and Drop Boxes
 Item H – Voting Precinct Change

- A. Resolution approving the City Commission meeting of August 10, 2020.
- B. Resolution approving the City Commission work session of August 17, 2020.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated August 12, 2020 in the amount of \$7,213,982.68.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated August 19, 2020 in the amount of \$2,851,112.27.
- E. Resolution approving the purchase of 4 Canon Image Runner Advance C5550i copiers from Canon Solutions America, Inc. at the cost of \$7,800.00 each using extendable National IPA Contract Number: 18-020-LG, the total cost of purchase not to exceed \$31,200.00. Funds are available in the IT Machinery and Equipment fund account #636-228.000-971.0100.
- F. Resolution approving an extension of the 2020 Sidewalk Trip Elimination Program, Contact #6-18 (SW) for the 2020 sidewalk program repair area, at 2018 contract prices, to Precision Concrete, Inc., in the amount of \$109,992.00, contingent upon submittal of the necessary bonds and insurance certificate. All costs shall be charged to account number 101-444.001-981.0100.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To approve the consent agenda excluding Items G and H.

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

08-156-20 (ITEM G) EMERGENCY PURCHASE OF THREE (3) DROP BOXES

Commissioner Hoff removed this item from the Consent Agenda to comment on the need for new drop boxes, as witnessed during the last primary while she worked as an election inspector, and asked if photographs were available of the purchases to consider.

City Manager Valentine confirmed that photos are available and gave a description of the boxes.

Commissioner Baller asked:

- Must the drop box for ballots be exclusive to ballots?
- Is there a plan to put additional ballot drop boxes around the city for convenience?

City Clerk Designee responded that it is more efficient for the Clerk and Treasurer to keep things separate. She went on to say that additional drop boxes around the City are not planned for security purposes.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To confirm the City Manager's authorization for the emergency expenditure related to the purchase of three (3) drop boxes in the amount not to exceed \$13,319.25 to Kingsley Library Returns and Equipment from accounts 101-253.000-971.0100, 101-262.000-971.0100, and 101-371.000-971.0100.

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

08-157-20 (ITEM H) VOTER PRECINCT CHANGE

Commissioner Hoff removed this item from the Consent Agenda to express her sentiment for this change and asked if designated parking would be provided for voters. She further commented on the process of mailing notification of the change to voters of that precinct.

City Clerk Designee Bingham affirmed that parking would be provided and proper notice would be given.

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro-Tem Longe: Resolution approving the suggested precinct change as required by the Election Commission and as recommended by the City Clerk Designee. Precinct 6 located at City Hall will be moved to the Community House for the November 3, 2020 General Election.

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

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

08-158-20 TERMINATING VISTAS AS A GUIDELINE FOR PUBLIC ART

Planning Engineer Cowan presented this item.

Commissioner Baller commented on the impressiveness of this project.

Commissioner Hoff recognized the work of the Public Arts Board for taking an active role in encouraging public art. She further asked:

- If the City owned the Chris Yaki Sculpture
- When the Michigan Spring Sculpture would be installed at the library.
- Where would the Crayon Box Sculpture be located?

Assistant Planning Engineer Cowan replied:

- The City purchased the Chris Yaki sculpture for approximately \$4,500.00
- Michigan Spring will be installed in the coming weeks.
- The Crayon Box is located on Hamilton Row (Hamilton and N. Old Woodward Ave.)

Commissioner Hoff also commented on the following suggestions by the Public Arts Board:

- Oversight on the plantings by adjacent businesses to insure uniformity.
- Professional Sculpture Installation Specialist.
- Developer requirements to contribute public art to the landscape of Downtown.

Commissioner Nickita expressed the importance of terminating vistas relative to urban design, and appreciation for the work of the Public Arts Board. In the spirit of good planning, he posed the following questions:

- How would the City implement guidelines for installation of public art?
- Were themes considered for the type of artwork and sculptures to display?
- Have the overall esthetic been considered in this initiative.

Assistant Planning Engineer Cowan responded as follows:

- Relative to murals, he suggested an ordinance change.
- Theme discussions would comply with the amended ordinance.
- The board is open to suggestions for the painting of terminated vistas.

Commissioner Sherman clarified that this type of report is accepted as opposed to adopting to allow for future discussion.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To accept the Public Arts Board report on Terminating Vistas as a guideline for public art in such locations.

Commissioner Hoff pointed out that there had not been a theme in the past, therefore, asking how Commissioner Nickita's comments are relevant to past practices.

Commissioner Nickita concurred with Commissioner Hoff on past practices. He also pointed out that in the past the artwork has been sculpted pieces that are different from graphic art or specific paintings appointed to blank space. He wants to see criteria established for expanding art moving forward.

Assistant Planning Engineer Cowan expressed that the board would like to keep the option of reviewing designs on a case-by-case basis.

Commissioner Baller is interested in discussing implementation, primarily because of the time invested by staff and the Public Arts Board in developing the report. He believes it deserves more than an acceptance by the Commission to keep it alive. While he is impressed with the report, he questions the process.

Mayor Pro-Tem Longe asked if the report had been shared with other boards for comment, and what would the ordinance amendment look like.

Planning Director Ecker commented that the report has not been shared with other boards but is in favor of doing so based on the outcome of this meeting. She added that the Design Review Board has been approached by a local business to add a mural to blank space as a point of interest, staff is preparing to bring that to the Commission after the appropriate boards, and committees review it.

City Manager Valentine made the following clarifications:

- A staff report will come back to the Commission outlining the process.
- Implementation would require review of certain elements,
 - Cost
 - Action and placement
 - Priority

Annie VanGelderen, Public Arts Board, commented that in preparing the report, the board wanted to present an overview with a plan moving forward. She went on to say that they are committed to the level of sophistication in Birmingham and only want to enhance the existing architecture with the proper esthetic.

Commissioner Nickita expressed that he supports this motion.

Commissioner Host also expressed that he supports the motion.

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

08-159-20 INSTALLATION OF DISMOUNT ZONE SIGNS

Commander Grewe presented this item.

Commissioner Hoff complimented the design and conciseness of the signs, but expressed concern about the amount and height of signage in the downtown area.

Planning Director Ecker explained that the boards involved are cognizance of over signage but need to direct the public on what to do when travelling on certain devices.

Commissioner Grewe expressed that there is flexibility on height and the team is looking to mount the signs on existing poles.

Commissioner Nickita expressed gratitude in moving forward with the ordinance to preserve public safety. He noted similar signs in downtown Royal Oak fabricated on the sidewalks at entrance zones. He asked have this type of signage been explored.

Commander Grewe replied that pavement markings were explored but there was concern about cluttering the sidewalks and decided that eye level signage would be more appropriate.

Mayor Boutros echoed Commissioner Hoff's sentiment about signage and asked if the purpose is to support enforcement. He also mentioned that walking the device on the sidewalk is a matter of public safety.

Commander Grewe expressed that the goal of the department is to gain compliance as opposed to enforcing the ordinance with citations.

Commissioner Baller agrees with the ordinance but is concerned about criminalizing family activities.

Commander Grewe reiterated that there are avenues established to getting the word out about the ordinance and using the proposed signage directs action and is a reminder to comply.

City Manager Valentine clarified that this ordinance was implemented because issues come up and the Police must have a remedy to curtail actions that are in conflict with public safety.

Commissioner Hoff affirmed that the ordinance is applicable to everyone on bikes, electronic devices, and pedestrians throughout downtown and supports the motions.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve the installation of Dismount Zone signs at the border of the Central Business District
and at the City bike station in Shain Park.

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

**08-160-20 TEMPORARY COVID-19 OFF-SEASON OUTDOOR DINING
STANDARDS**

City Manager Valentine presented an overview of the existing conditions and Planning Director Ecker presented the details of this item.

Mayor Boutros iterated that this is essentially an extension of what had been approved early in the outdoor dining season to help the establishments in the face of COVID-19.

Commissioner Baller noted that there have been changes since the initial approval, and expressed concern about an unfair advantage granted to Bistros.

Planning Director Ecker confirmed that the extension allows enclosures to support inclement weather, and the establishments are monitored for compliance. She further clarified that the benefit is extended to all establishments not just Bistros and there are no outdoor bars.

Commissioner Hoff asked the following:

- Restrictions on the material used for enclosures.
- Clarification of an Igloo.
- How would enclosures differ from dining inside in terms of exposure risk to the virus?
- How would the City be impacted if COVID-19 restrictions are lifted sooner than anticipated?
- Would there be a benefit to extending the measure until the end of the year and revisit the issue at that time if needed.

Planning Director Ecker replied:

- All enclosures must meet existing building and fire codes.
- Igloos are freestanding structures typically shaped in a dome. The existing building code does not provide for this type of structure.
- Enclosed expansions provide opportunities for establishments to practice appropriate social distancing and retain capacity.
- The City Commission can rescind resolutions for temporary assistance.

City Manager Valentine added that a time limit would be a barrier for the establishments.

Mayor Pro-Tem Longe asked would the approval process be consistent between enclosures and structures.

Planning Director Ecker affirmed that it would and the existing building and fire codes would prevail.

Commissioner Host asked for clarification of how these measures are being monitored.

Planning Director Ecker explained that it is a collaboration between the building department, code enforcement, and the police department to monitor compliance.

Commissioner Sherman noted that the intent is to provide the downtown businesses opportunities to succeed in the current environment. Enclosures are optional for individual business owners.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita: To adopt the Temporary COVID-19 Off-Season Outdoor Dining Standards, to take effect October 1, 2020 as amended.

Public Comment

Mr. Hencke commented on:

- Economic survival of all of the restaurants.
- Capital outlay for the establishments.
- Oversight provided by the Michigan Liquor Control Commission and the State Health Department.

Commission Nickita expressed that due to the moving parts involved that many would not participate in the measure, but the City must present an opportunity for success.

Mayor Pro-Tem Longe asked the Commission to address Mr. Hencke's concern about adjacent establishments.

City Manager Valentine affirmed that discussions are ongoing with respect to the Michigan Liquor Control Commission to comply with their regulations, and suggested an amendment to the resolution to include MLCC compliance.

City Attorney Currier confirmed that the City is controlled by the MLCC rules.

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

08-161-20 PARKING IN THE FIVE MUNICIPAL GARAGES

Assistant City Manager Gunter presented this item.

Commissioner Hoff asked for clarification on total lost revenue due to the pandemic, and the change of fee for permit holders.

Assistant City Manager Gunter clarified the amount of lost revenue and the fee for permit holders to retain parking passes.

Commissioner Baller commented that persons using parking should pay in the decks outside of the traditional free parking for two hours or less. He further suggested that the parking system needs work.

Commissioner Sherman pointed out that he does not see an issue under the current circumstances because parking impacts the businesses, transient parkers, and residents that use the deck. He went on to say that this measure would allow the City to assist the local economy.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
Resolution authorizing continued free parking continue in the five municipal garages from
September 1, 2020 through December 31, 2020,

AND

Require monthly parking permit holders to pay a one-time fee of \$100 by November 30, 2020
in order to retain their status as a monthly parker into the New Year.

Commissioner Host is open to the opportunity to reduce the long waiting list for permit parking. He also feels that the City is in the same position it was in in May and the initiative should be continued.

Commissioner Baller noted that the associated cost would affect the City budget. He further expressed that he is not in support of the suggested resolution.

Mayor Pro-Tem Longe concurs that this would support the local economy. She also noted that the net cost is much less than the total loss without this initiative.

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

08-162-20 COMMISSION ITEMS FOR FUTURE DISCUSSION

City Manager Valentine presented this item.

Commissioner Sherman commented that the Coco Siewert in the Parliamentary Procedures workshop made the recommendation to bring up new items for discussion in a future meeting at the end of new business.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To add an item under the last item of New Business entitled "Commission Items for Future Discussion" for the Commission to raise topics for future discussion on the next reasonable agenda, if passed by a motion of the Commission.

Commissioner Baller expressed that he supports the suggested resolution.

Public Comment

David Bloom, resident, agreed with the suggested resolution, he is okay with postponing discussion but the decision should not be left to the City Manager exclusively.

Mayor Boutros noted that the intention is to have an efficient meeting with the appropriate preparation by the staff. He suggested that Commissioners submit a list of topics to be prioritized by the Commission for discussion later.

Commissioner Sherman expressed that the idea of the annual long-range planning meeting is to do the very thing that Mayor Boutros is suggesting. If the guidelines are followed, long-range planning would be more effective.

Commission Host suggested ~~long-range planning~~ a meeting to prioritize topics for future agendas¹ as the next workshop.

Mayor Pro-Tem Longe would like to see both scenarios, an agenda based on long range planning and the flexibility to bring up additional topics throughout the year.

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

08-163-20 LEGAL SERVICES

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:
To move Item X.E. (City Staff Report – Legal Services Memo) to an agenda item at the next City Commission meeting.

Commissioner Baller explained that the report deserves further discussion.

City Manager Valentine asked for clarification on the expectations in bringing this report back to the Commission, would it be a discussion or an action item.

Commissioner Host clarified that the direction is for staff to follow the process to bring it back for discussion.

Commissioner Sherman expressed that the proper procedure is to ask for a postponement of the report.

¹ As corrected on September 14, 2020

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

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to appoint to the Design Review Board, Historic District Committee, Parks and Recreation Board and Museum Board.
- B. Commissioner Comments
 - 1. Commissioner Hoff recognized City Manager Valentine for reaching out to MDOT requesting enhanced pedestrian crossing to address public safety in the wake of the recent fatal accident in Birmingham.
 - 2. Commissioner Host concurred with recognition of City Manager Valentine for being proactive in addressing MDOT.
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Legal Services Memo, submitted by City Attorney Kucharek

INFORMATION ONLY

XI. ADJOURN

08-164-20 ADJOURNMENT

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Sherman:
To adjourn the meeting.

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

Meeting adjourned at 11:14 p.m.



MEMORANDUM

DATE: October 28, 2020
TO: Advisory Parking Committee
FROM: Cmdr. Scott Grewe, Police Department
SUBJECT: Reduced Rate Parking

During the Covid-19 pandemic the City extended free parking to both transient and permit parkers through September 1, 2020 for on street and structure parking. At the August 19, 2020 APC meeting, it was recommended that the City continue free parking in the structures through the end of the year, with a one-time fee of \$100 charged by November 30, 2020 for those wishing to reserve their permit for 2021.

The City has not charged for monthly or transient parking in the structures since April 1, 2020. The parking fund balance, as of June 2020, totaled \$20,383,867. As of September, the parking fund balance was \$19,245,012. A reduction of \$1,138,855.

Comparing financials year to year, in August of 2019, there was \$514,280 in revenue, operating costs of \$133,290 for a net revenue of \$380,990. This August, there was essentially no revenue. However, there are still operating costs associated with the structures, which have been reduced by SP+ limiting their operations. Their operating costs for August were \$66,844.

As we are approaching the end of the previous extension for free parking, the APC should discuss the following options to be started on January 1, 2021.

Option 1: Return to normal revenue operations.

Beginning January 1, 2021 charges for parking in the structures will return to normal.

This would be an increase in the current revenue, however it would be difficult to estimate the increase as the structures are typically seeing less than 30% capacity. In addition, while it is currently free parking, there is no way to know if they are permit holders or transient users of the system.

Option 2: Free Parking in the structures from Friday – Sunday / ½ price discount for permit holders.

Beginning January 1, 2021 the gates in the structures will be operational Monday to Thursday where payment would be required (first two hours would remain free). Permit holders will be charged 50% of their normal fees, \$25 a month in Chester Structure and \$30 a month in all other structures. Daily rates for transit parkers would remain the same with Friday to Sunday being free.

This process may also help expedite the process of renewing the permit holder list as some may not wish to relinquish a pass while it is free.

Option 3: Continue with free parking in the structures through March 31, 2021.

This would be a continuation of the existing relief program.

SP+ continues to keep staff levels at a minimum to keep operational costs down while not collecting revenue. Customer service is monitored to ensure appropriate staff levels and adjustments will be made if necessary.

Suggested Recommendation:

To recommend to the City Commission that beginning January 1, 2021 free parking continue in the structures from Friday through Sunday, while returning to normal revenue operations for transient parkers Monday through Thursday and allowing permit holders to pay 50% of their normal monthly fee and to review this operation after three months.

City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING

Held Remotely Via Zoom And Telephone Access
Wednesday, November 4, 2020

PARTIAL MINUTES

These are the partial minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday, November 4, 2020. The full minutes will be finalized and sent to the APC for approval at their next scheduled meeting.

Reduced Rate Parking

Cmdr. Grewe reviewed the item. He stated that BSD Director Ingrid Tighe recommended continuing the reduced rate parking in order to: support businesses during the holiday season, support businesses during the traditionally slow retail months of January, February, and March, and support businesses in light of the Covid-19 pandemic.

Mr. Astrein and Chairman Vaitas recommended free parking in the structures be continued through March 31, 2021. Both noted that small business owners usually pay for their employees' parking passes, and that with revenue down it would be tremendously helpful to not have to pay those fees for a bit longer. They also concurred with BSD Director Tighe's list of reasons for recommending that parking in the decks remain free until the end of March 2021.

There was limited discussion of possibly reducing some charges for parking in the decks while not eliminating all of the charges.

Mr. Astrein stressed what a detrimental impact Covid-19 is having on the retail environment, and said charging no fees through the end of March 2021 was the only prudent decision.

SP+ reported that about 220 parking passes had been recently relinquished, largely by corporate pass holders. He said SP+ was now working through the list of individual pass holders to see if they wanted to retain their passes.

SP+ reported the decks have had an average occupancy of 30%, with Pierce showing a bit more at 50%.

Ms. Champagne said the impact on the City would likely be relatively little if charges for the parking decks remained suspended until March 31, 2021. She said that if that would help support the City's businesses, it would be the right option.

SP+ asked whether people coming off the parking permit waiting list should be charged the \$100 fee to hold the permits.

Advisory Parking Committee Proceedings
October 7, 2020

There was APC consensus that it would be appropriate to charge the new passholders the one-time \$100 fee in order to ensure their interest in retaining the passes.

Motion by Mr. Astrein

Seconded by Ms. Champagne to recommend to the City Commission that free parking in the structures remain in effect beginning January 1, 2021 and continue through March 31, 2020.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Astrein, Champagne, Paskiewicz, Kalczynski, Yert, Vaitas, Silverman

Nays: None

City of Birmingham Parking Structures-Combined Income Statement Fiscal Year Comparison

Fiscal 18-20

REVENUES

	Month Ended 31-Jul-18	Month Ended 01-Aug-18	Month Ended 30-Sep-18	Month Ended 01-Oct-18	Month Ended 30-Nov-18	Month Ending 31-Dec-18	Month Ended 31-Jan-20	Month Ended 28-Feb-20	Month Ended 31-Mar-20	Month Ending 30-Apr-20	Month Ended 31-May-20	Month Ended 30-Jun-20	Total
Revenues - Monthly parking	\$ 178,788.00	\$ 215,466.00	\$ 210,315.00	\$ 221,242.00	\$ 199,878.00	\$ 278,281.00	\$ 167,439.00	\$ 227,533.50	\$ 221,582.37	\$ 12,504.63	\$ 8,011.27	\$ 11,627.72	\$ 647,544.50
Revenues - Cash Parking	\$ 295,059.00	\$ 258,891.00	\$ 238,142.00	\$ 259,891.26	\$ 244,888.00	\$ 227,662.01	\$ 207,662.01	\$ 198,064.01	\$ 114,447.99	\$ 1,556.00	-	-	\$ 2,033,232.67
Revenues - Card Fees	\$ 45.00	\$ 165.00	\$ 80.00	\$ 75.00	\$ 120.00	\$ 1,125.00	\$ 420.00	\$ 577.50	\$ 165.00	\$ 15.00	-	-	\$ 2,014,426.32
Revenues - Lot #6	\$ 5,110.00	\$ 38,673.00	\$ 45,755.00	\$ 940.00	\$ 18,870.00	\$ 65,535.00	\$ 11,520.00	\$ 56,820.00	\$ 56,820.00	-	-	-	\$ 2,767.50
Total Income	\$ 469,002.60	\$ 514,290.00	\$ 494,312.05	\$ 482,248.26	\$ 463,666.00	\$ 570,611.00	\$ 378,646.01	\$ 416,175.01	\$ 383,013.36	\$ 66,613.00	\$ 46,616.00	\$ 3,070.00	\$ 4,298,705.29

EXPENSES

Salaries and Wages	\$ 63,580.19	\$ 64,320.33	\$ 63,268.91	\$ 70,756.03	\$ 85,113.49	\$ 59,767.11	\$ 60,236.37	\$ 65,742.69	\$ 82,610.76	\$ 12,504.63	\$ 8,011.27	\$ 11,627.72	\$ 647,544.50
Payroll Taxes	\$ 5,998.46	\$ 6,028.19	\$ 5,908.75	\$ 6,714.26	\$ 7,977.30	\$ 5,564.22	\$ 7,130.01	\$ 7,364.57	\$ 6,114.62	\$ 2,938.69	\$ 1,174.51	\$ 1,053.24	\$ 64,167.04
Workers Comp Insurance	\$ 3,023.06	\$ 3,126.03	\$ 3,078.10	\$ 3,126.03	\$ 4,135.10	\$ 2,817.75	\$ 3,185.77	\$ 3,423.55	\$ 3,158.75	\$ 1,570.55	\$ 666.35	\$ 614.50	\$ 32,471.47
Group Insurance	\$ 20,386.87	\$ 20,483.44	\$ 23,379.89	\$ 20,693.32	\$ 18,317.24	\$ 21,579.67	\$ 18,732.64	\$ 21,391.74	\$ 24,171.52	\$ 21,758.14	\$ 18,404.13	\$ 7,754.84	\$ 235,921.65
Uniforms	\$ -	\$ -	\$ 27.84	\$ 2,684.71	\$ 107.11	\$ 9.32	\$ -	\$ -	\$ 33.14	\$ -	\$ -	\$ -	\$ 2,262.12
Insurance	\$ 12,134.02	\$ 9,982.50	\$ 11,897.47	\$ 9,842.50	\$ 9,882.50	\$ 11,972.35	\$ 10,192.72	\$ 10,528.22	\$ 12,482.92	\$ 10,182.72	\$ 10,112.72	\$ 10,112.72	\$ 128,863.36
Utilities	\$ 1,044.22	\$ 1,022.60	\$ 1,282.65	\$ 1,060.87	\$ 1,060.78	\$ 989.67	\$ 985.52	\$ 1,059.36	\$ 1,134.59	\$ 864.14	\$ 870.11	\$ 881.05	\$ 12,275.96
Maintenance	\$ 4,463.10	\$ 4,829.57	\$ 65,430.63	\$ 1,028.42	\$ 1,098.69	\$ 2,512.10	\$ 2,038.55	\$ 1,857.11	\$ 361.63	\$ 378.91	\$ 930.95	\$ 1,748.98	\$ 88,189.02
Parking Tag/Tickets	\$ -	\$ 364.84	\$ 368.67	\$ 181.09	\$ 181.09	\$ 456.00	\$ 421.21	\$ 623.90	\$ 181.09	\$ 181.09	\$ 203.59	\$ 181.09	\$ 3,444.86
Professional Services	\$ 4,531.67	\$ 4,626.72	\$ 4,658.67	\$ 4,600.64	\$ 4,558.87	\$ 4,546.64	\$ 4,573.90	\$ 4,553.87	\$ 4,553.87	\$ 4,828.04	\$ 4,553.87	\$ 4,553.87	\$ 55,043.83
Office Supplies	\$ 264.72	\$ 473.68	\$ 342.81	\$ 771.68	\$ 468.48	\$ 496.10	\$ 640.83	\$ 80.83	\$ 678.12	\$ -	\$ 633.86	\$ 1,782.43	\$ 6,661.74
Operating Cost - Vehicles	\$ 439.69	\$ 469.70	\$ 498.45	\$ 417.93	\$ 467.89	\$ 382.84	\$ 381.87	\$ 404.49	\$ 444.85	\$ 348.25	\$ 333.34	\$ 333.34	\$ 4,878.54
Pass Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Appreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 473.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 473.32
Credit Card Fees	\$ 14,554.14	\$ 13,286.67	\$ 14,808.61	\$ 12,383.74	\$ 13,452.42	\$ 13,160.62	\$ 13,128.86	\$ 11,713.61	\$ 10,159.65	\$ 7,189.28	\$ 4,077.85	\$ 365.54	\$ 124,571.79
Bank Service Charges	\$ 70.17	\$ 70.40	\$ 72.99	\$ 64.22	\$ 68.00	\$ 65.57	\$ 68.09	\$ 65.79	\$ 65.34	\$ 67.77	\$ 61.25	\$ 61.25	\$ 600.84
Rent/Service Charges	\$ -	\$ -	\$ 3,632.50	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 69,017.50
Miscellaneous Expense	\$ 284.72	\$ 387.72	\$ 504.59	\$ 157.72	\$ 399.83	\$ 329.83	\$ 93.55	\$ 177.09	\$ 383.50	\$ 23.36	\$ 105.20	\$ 60.24	\$ 3,274.88
Management Fee Charge	\$ -	\$ -	\$ 5,231.25	\$ -	\$ -	\$ 5,812.50	\$ -	\$ -	\$ 5,812.50	\$ -	\$ -	\$ -	\$ 22,668.75
Fuel Management Fee	\$ 3,875.00	\$ 3,875.00	\$ 1,937.50	\$ 1,937.50	\$ 1,937.50	\$ 1,937.50	\$ 1,937.50	\$ 1,937.50	\$ 1,937.50	\$ 1,937.50	\$ 1,937.50	\$ 1,937.50	\$ 23,250.00
Total Expenses	\$ 134,734.27	\$ 133,280.67	\$ 202,565.48	\$ 143,246.07	\$ 167,378.59	\$ 140,610.84	\$ 132,723.29	\$ 136,189.42	\$ 161,548.85	\$ 71,860.07	\$ 53,778.72	\$ 56,156.89	\$ 1,535,631.57
Net Income	\$ 334,268.33	\$ 380,989.33	\$ 291,746.56	\$ 339,002.19	\$ 306,488.41	\$ 430,000.06	\$ 244,622.62	\$ 277,935.59	\$ 221,464.51	\$ 15,247.07	\$ 7,183.72	\$ 153,086.99	\$ 2,770,873.72

Fiscal 20-21

REVENUES

	Month Ended 31-Jul-20	Month Ended 01-Aug-20	Month Ended 30-Sep-20	Month Ended 01-Oct-20	Month Ended 30-Nov-20	Month Ending 31-Dec-20	Month Ended 31-Jan-21	Month Ended 28-Feb-21	Month Ended 31-Mar-21	Month Ending 30-Apr-21	Month Ended 31-May-21	Month Ending 30-Jun-21	Total
Revenues - Monthly parking	\$ 4,035.00	\$ 1,816.37	\$ 32,980.00	\$ 119,615.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,731.63
Revenues - Cash Parking	\$ 19,420.00	\$ 106.00	\$ -	\$ 21,278.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,804.00
Revenues - Card Fees	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150.00
Revenue - Lot #6	\$ -	\$ -	\$ (7.80)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7.80)
Total Income	\$ 23,455.00	\$ 1,710.37	\$ 32,882.20	\$ 141,041.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 195,677.83

EXPENSES

Salaries and Wages	\$ 21,501.77	\$ 25,016.49	\$ 25,056.88	\$ 31,601.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,176.28
Payroll Taxes	\$ 2,002.17	\$ 2,228.65	\$ 2,276.33	\$ 2,840.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,448.06
Workers Comp Insurance	\$ 1,124.69	\$ 1,269.22	\$ 1,308.33	\$ 1,654.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,387.24
Group Insurance	\$ 8,673.75	\$ 11,026.89	\$ 12,281.42	\$ 7,619.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,802.00
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 10,152.72	\$ 10,152.72	\$ 10,152.72	\$ 10,152.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,610.88
Utilities	\$ 902.29	\$ 831.86	\$ 818.53	\$ 877.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,426.12
Maintenance	\$ 3,498.06	\$ 1,229.58	\$ 4,092.44	\$ 524.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,342.51
Parking Tag/Tickets	\$ 181.09	\$ 181.09	\$ 181.09	\$ 181.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 724.36
Professional Services	\$ 4,553.87	\$ 4,553.87	\$ 4,553.87	\$ 4,553.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,215.68
Office Supplies	\$ 61.07	\$ 46.63	\$ 291.65	\$ 53.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 453.06
Operating Cost - Vehicles	\$ 462.21	\$ 450.65	\$ 373.78	\$ 438.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,726.61
Pass Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Appreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Card Fees	\$ 30.52	\$ 361.53	\$ 382.77	\$ 626.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,381.47
Bank Service Charges	\$ 61.53	\$ 61.25	\$ 61.25	\$ 61.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245.28
Rent/Service Charges	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,060.00
Miscellaneous Expense	\$ 39.33	\$ 143.70	\$ 172.86	\$ 24.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225.65
Management Incentive Fee	\$ -	\$ -	\$ 5,812.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,812.50
Fuel Management Fee	\$ 1,995.60	\$ 1,995.60	\$ 1,995.60	\$ 1,995.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,982.40
Total Expenses	\$ 63,504.19	\$ 68,844.83	\$ 76,800.34	\$ 70,772.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,022.20
Net Income	\$ (40,049.19)	\$ (68,555.20)	\$ (44,008.14)	\$ 70,268.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (82,344.37)



MEMORANDUM

Planning Division

DATE: November 13, 2020

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director

SUBJECT: Off-Season Outdoor Dining Standards

INTRODUCTION:

As we continue to struggle with the challenges of the COVID-19 pandemic with no end in sight, the City has provided options to assist restaurants throughout the fall and winter seasons by allowing temporary enclosed "outdoor dining" space to allow indoor seats lost to be provided outdoors in temporary enclosures or other structures through April 1, 2021.

At the City Commission meeting on November 9, 2020, staff was directed to prepare draft ordinance language to permit enclosed "outdoor dining" areas in the off season (November 15 – March 31) on a permanent basis in the future.

BACKGROUND:

On May 11, 2020, the City Commission adopted several resolutions to provide temporary assistance to business owners navigating the COVID-19 Pandemic and social distancing guidelines. The City approved the waiver of many fees, made changes to existing policies to assist businesses during the pandemic, and adopted temporary resolutions to allow for expanded outdoor dining and temporary uses outdoors through September 8, 2020.

On June 8, 2020, the City Commission rescinded the previous resolution on outdoor dining and adopted a new resolution to expand outdoor dining in light of new Executive Orders from the Governor, and temporary licensing changes approved by the Michigan Liquor Licensing Commission ("MLCC") with regards to a new limited term outdoor service area program for establishments serving alcoholic beverages through October 31, 2020. The 2020 Limited Permanent Outdoor Service Permission Application allows restaurants to provide or expand outdoor seating areas temporarily to accommodate social distancing guidelines and assist businesses through the pandemic.

On August 24, 2020, the City Commission also added another option to assist restaurants throughout the fall and winter seasons by allowing temporary enclosed "outdoor dining" space during the off-season to allow indoor restaurant seats lost to be provided outdoors in temporary enclosures or other structures from October 1, 2020 through April 1, 2021. This resolution was intended to provide "outdoor dining" options during the off-season and was proposed in addition to the resolution adopted by the City Commission on June 8, 2020 that provided temporary expanded outdoor dining.

LEGAL REVIEW:

The City Attorney has reviewed the attached resolution.

FISCAL IMPACT:

Not applicable.

PUBLIC COMMUNICATIONS:

City staff has met with restauranteurs to discuss their concerns during the COVID Pandemic, and previously sent out a survey to garner input from restaurants as to their needs during re-opening. The City sent out a second survey this summer to restaurant owners and operators to understand their needs and concerns to continue operations through the fall and winter seasons should the pandemic continue to challenge normal operations. Ongoing communication has continued on a daily basis.

SUMMARY:

Should the City Commission wish to amend the Off Season Outdoor Dining Standards to allow enclosed outdoor dining to continue into future years after the 2020/2021 winter season, the proposed amendments may be directed to the Planning Board for their review and recommendation.

ATTACHMENTS:

- DRAFT Off-Season Outdoor Dining Standards

SUGGESTED ACTION:

To direct the proposed ordinance amendments Chapter 126, Zoning, Article 4, Section 4.44 to the Planning Board for their review and recommendation.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 4, SECTION 4.44 OUTDOOR DINING STANDARDS, TO ALLOW FOR ENCLOSED, OFF SEASON OUTDOOR DINING BETWEEN NOVEMBER 15 AND MARCH 31 OF EACH YEAR.

Article 4, Section 4.44

This Outdoor Dining Standards section applies to the following districts:



The following outdoor dining standards apply:

- A. Outdoor Dining: Outdoor dining is permitted immediately next to the principal use, subject to Site Plan Review, and the following conditions:
1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
 2. All outdoor activity must cease at the close of business or as noted in subsection 3 below.
 3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 10:00 p.m., whichever is earlier.
 4. ~~Outdoor dining may be permitted on the sidewalk throughout the year with a valid Outdoor Dining License, provided that all outdoor dining fixtures and furnishings must be stored indoors each night between November 16 and March 31 to allow for snow removal.~~
 4. **Outdoor dining may be permitted April 1 through November 15 (in season) of each year with a valid Outdoor Dining License. Outdoor dining may be permitted November 15 through March 31 (off season) of each year with a valid Off Season Outdoor Dining License.**
 5. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
 6. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
 7. For outdoor dining located in the public right-of-way:
 - a. All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.

- b. In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - c. Outdoor dining is permitted to extend in the right-of-way in front of neighboring properties, with the written permission of the property owner(s) and with Planning Board approval, if such property is vacant or the first floor storefront(s) is/are vacant. Outdoor dining areas may extend up to 50% of the width of the neighboring lot(s) storefront(s), or up to 50% of the lot(s) frontage, if such lot is vacant.
 - d. City Commission approval is also required for outdoor dining extensions onto neighboring property if the establishment making such a request holds a bistro license.
 - e. An elevated, ADA compliant, enclosed platform may be erected on the street in front of an eating establishment to create an outdoor dining area from April 1 through November 15 only if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 - f. No such facility shall erect or install permanent fixtures in the public right-of-way.
8. Outdoor dining is permitted in a B1 District at a rate of 4 seats for every 12 linear feet of store frontage, with no more than 12 seats total per building; no elevated enclosed platforms on the street are permitted in a B1 District.
9. **Off season outdoor dining areas not located within a roadway or on street parking area may be enclosed during the off season only, provided the following requirements are met:**
- a. **All structures enclosing outdoor dining areas must be constructed and inspected under a valid building permit;**
 - b. **All materials utilized to enclose an outdoor dining area must be flame resistant, and the certificate for same must be posted onsite;**
 - c. **Aisle widths within outdoor dining enclosures must be a minimum width of 36" for up to 10 occupants, and 44" for more than 10 occupants;**
 - d. **No smoking signs must be posted within outdoor dining enclosures;**
 - e. **No open flame or other devices emitting flame, or fire are permitted in any outdoor dining enclosures;**
 - f. **Cooking devices shall not be permitted inside or within 20' of outdoor dining enclosures;**
 - g. **All exit openings shall be egress compliant, and clearly marked and illuminated within outdoor dining enclosures;**
 - h. **Two means of egress must be provided for outdoor dining enclosures with occupant loads between 10 and 199 people, and be spaced at approximately equal intervals around the perimeter of the structure;**
 - i. **Heating equipment utilized in outdoor dining enclosures must be listed and approved for indoor use, and comply with the International Fire Code, International Fuel Gas Code, the**

- International Mechanical Code, and be approved by the Fire Marshal and Mechanical Inspector;**
- j. Heating equipment for outdoor dining enclosures shall not be located within 10 feet of exits and must be installed per the manufacturer's recommendations including clearance to combustibles;**
 - k. LP-Gas cannot be stored inside the outdoor dining enclosure or adjacent buildings;**
 - l. Portable fire extinguishers with a minimum rating of 2A, 10BC and carbon monoxide detectors shall be installed inside all outdoor dining enclosures;**
 - m. Clear Fire Department access must be maintained around all outdoor dining enclosures, including unobstructed access to fire hydrants and connections on building; and**
 - n. The holder of the Off Season Outdoor Dining License is responsible for salting, snow clearing and removal during all snow events, on and around the outdoor dining enclosure for the entire storefront width;**

ORDAINED this _____ day of _____, 2020 to become effective upon publication.

Pierre Boutros, Mayor

Alexandria Bingham, City Clerk Appointee



MEMORANDUM

Finance Department

DATE: November 13, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: First Quarter Financial Reports

Background

Chapter 7, section 3(b) of the City charter requires the Director of Finance to report on the condition of the City quarterly. Quarterly reports are prepared for the first 3 quarters of the year with the annual audit serving as the 4th quarter report. Only the following funds are reported quarterly because by state law they require a budget: General Fund, Greenwood Cemetery Perpetual Care Fund, Major and Local Street Funds, Solid Waste Fund, Community Development Block Grant Fund, Law and Drug Enforcement Fund, Baldwin Public Library Fund, Principal Shopping District Fund, Brownfield Redevelopment Authority Fund, Triangle District Corridor Improvement Authority Fund, and the Debt Service Fund.

Overview

Attached is the first quarter 2020-2021 fiscal year financial reports. The reports compare budget to actual for the current fiscal year and the prior fiscal year for the same quarter. This allows comparisons between fiscal years as well as percentage of budget received/spent for the year. The budget categories used for each fund are the same ones approved by the Commission when they adopted the budget. Budget discussions that follow will focus on each fund individually.

At this point, 25% of the fiscal year has lapsed.

General Fund

Revenues are approximately \$760,000 higher than the previous year as a result of an increase tax revenue of approximately \$867,000 and an increase in grant revenue of \$199,000. This was the result of an increase in taxable value and COVID related grant revenue. These revenue increases were partially offset by a decrease in charges for services of \$231,000 and fines and forfeitures of \$123,000. The decrease in charges for services is mostly related to a timing difference for receipt of dispatch services along with revenue lost due to COVID restrictions on special events and ice arena operations. The decrease in fines and forfeitures are due to a decrease in parking ticket revenue and a decrease in 48th District Court revenue.

Total current year-to-date expenditures for the General Fund are higher than the prior year by approximately \$637,000, or 7%. Most functional areas are reasonable compared to the prior year. Engineering and Public Services is approximately \$357,000 higher than the prior year due to sidewalk construction costs. Public safety is approximately \$289,000 higher than the prior year due to the purchase of body cameras, hazard pay, and fire over-time costs. Transfers Out is over 25% of budget as a result of 2 quarterly payments made to the 48th District Court in this quarter.

Greenwood Cemetery Fund

Cemetery plot sales are received on a monthly basis in fiscal year 2020-2021 and quarterly basis at the start of fiscal year 2019-2020. Quarterly revenue from cemetery plot sales in 2019-2020 was not received until after September 30th. No expenditures have been made so far this fiscal year.

Major Street Fund

Total revenues are approximately \$158,000 less than the prior year as a result of lower budgeted transfers from the General Fund. Intergovernmental revenue is higher due to timing of an MDOT payment.

Overall expenditures are \$382,000 higher than the previous year as a result of the Maple Road project. Maintenance costs are lower due to street light painting in the prior year.

Local Street Fund

Total revenues for the year are approximately \$189,000 higher than the prior year due to higher budgeted transfers from the General Fund and timing of an MDOT payment.

Total expenditures are approximately \$894,000 less than the prior year mainly as a result of higher construction expenditures of \$797,000 as a result of street work in the Quarton Lake area in the prior year.

Solid Waste Fund

Revenues are approximately \$104,000 higher than the previous year as a result of higher property tax revenue.

Expenditures are approximately the same as the prior fiscal year.

Brownfield Redevelopment Authority Fund

Revenues are approximately the same as the prior year.

No expenditures for fiscal year 2020-2021 have been recorded in the first quarter due to the timing of developer reimbursements. These were paid in October 2020.

Principal Shopping District

Both revenues and expenditures are slightly lower than the prior fiscal year due to fewer special events.

Community Development Block Grant Fund

No CDBG expenditures have been recorded in the first quarter.

Triangle District Corridor Improvement Authority

Development opportunities are ongoing with private land owners and developers in the Triangle District.

Law and Drug Enforcement Fund

Expenditures are higher in the prior fiscal year as a result of the purchase of the Watchguard video system for the patrol vehicles.

Baldwin Library

Revenue has increased approximately \$320,000. This is the result of an increase in the property tax revenue and the timing of a payment from a contract municipality.

Expenditures are approximately the same as the prior fiscal year. Expenditures are at 28% due to finishing building improvements.

Debt Service Fund

Revenues and expenditures are slightly lower as a result of scheduled debt service costs for the year compared to the previous year. Expenditures are at 94% spent for the year as a result of making a principal payment in August.

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 GENERAL FUND
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	2,975,528	-	0%	2,704,512	-	0%
TAXES	26,948,810	26,909,251	100%	26,114,630	26,042,075	100%
LICENSES AND PERMITS	2,774,960	730,313	26%	3,053,720	593,885	19%
INTERGOVERNMENTAL	2,165,630	274,557	13%	2,157,650	75,839	4%
CHARGES FOR SERVICES	3,322,020	499,429	15%	3,414,670	730,323	21%
FINES AND FORFEITURES	1,799,110	195,066	11%	1,776,140	317,696	18%
INTEREST AND RENT	647,690	72,178	11%	621,090	107,200	17%
OTHER REVENUE	571,730	17,060	3%	418,820	45,604	11%
TRANSFERS IN	100,000	25,000	25%	200,000	50,000	25%
TOTAL REVENUES	<u>41,305,478</u>	<u>28,722,854</u>	<u>70%</u>	<u>40,461,232</u>	<u>27,962,622</u>	<u>69%</u>
EXPENDITURES:						
GENERAL GOVERNMENT	6,751,376	1,303,786	19%	6,081,847	1,225,777	20%
PUBLIC SAFETY	14,826,370	3,457,159	23%	14,410,218	3,168,299	22%
COMMUNITY DEVELOPMENT	3,202,127	579,169	18%	3,345,835	669,562	20%
ENGINEERING AND PUBLIC SERVICES	8,112,021	1,558,281	19%	8,573,743	1,201,318	14%
TRANSFERS OUT	8,413,550	2,393,204	28%	7,819,879	2,389,941	31%
TOTAL EXPENDITURES	<u>41,305,445</u>	<u>9,291,599</u>	<u>22%</u>	<u>40,231,522</u>	<u>8,654,897</u>	<u>22%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 GREENWOOD CEMETERY FUND
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020	
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL
REVENUES:					
USE OF (CONTRIB. TO) FUND BALANCE	(62,000)	-	0%	(76,800)	-
CHARGES FOR SERVICES	60,000	18,104	30%	80,000	-
INTEREST AND RENT	22,000	5,240	24%	16,800	5,169
TRANSFERS IN	-	-	0%	-	-
	<u>20,000</u>	<u>23,344</u>	117%	<u>20,000</u>	<u>5,169</u>
TOTAL Revenues					
EXPENDITURES:					
ENGINEERING AND PUBLIC SERVICES	20,000	-	0%	20,000	-
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>

% OF BUDGET USED

0%

0%

31%

0%

26%

0%

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 MAJOR STREETS
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	2,856,004	0	0%	2,815,400	0	0%
INTERGOVERNMENTAL	1,641,450	300,025	18%	1,457,100	144,443	10%
INTEREST AND RENT	43,500	12,036	28%	40,950	13,644	33%
OTHER REVENUE	-	-	0%	-	-	0%
TRANSFERS IN	<u>2,000,000</u>	<u>500,000</u>	25%	<u>2,746,000</u>	<u>811,500</u>	30%
 TOTAL REVENUES	 <u>6,540,954</u>	 <u>812,061</u>	 <u>12%</u>	 <u>7,059,450</u>	 <u>969,586</u>	 <u>14%</u>
EXPENDITURES:						
ADMINISTRATIVE	20,900	5,139	25%	20,510	5,003	24%
TRAFFIC CONTROLS & ENGINEERING	628,967	150,450	24%	906,609	33,656	4%
CONSTRUCTION OF ROADS & BRIDGES	4,623,772	647,889	14%	4,984,101	319,096	6%
MAINTENANCE OF ROADS & BRIDGES	488,010	40,284	8%	416,989	108,517	26%
STREET CLEANING	219,590	42,057	19%	163,170	43,658	27%
STREET TREES	271,205	56,177	21%	266,271	50,647	19%
SNOW AND ICE REMOVAL	<u>288,510</u>	<u>12,245</u>	4%	<u>301,800</u>	<u>11,504</u>	4%
 TOTAL EXPENDITURES	 <u>6,540,954</u>	 <u>954,241</u>	 <u>15%</u>	 <u>7,059,450</u>	 <u>572,081</u>	 <u>8%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 LOCAL STREETS
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(378,303)	-	0%	1,679,975	0	0%
INTERGOVERNMENTAL	670,450	121,919	18%	592,300	58,698	10%
INTEREST AND RENT	29,600	2,606	9%	26,460	10,603	40%
OTHER REVENUE	197,460	16,969	9%	395,120	8,323	2%
TRANSFERS IN	<u>3,000,000</u>	<u>750,000</u>	25%	<u>2,000,000</u>	<u>625,000</u>	31%
 TOTAL REVENUES	 <u>3,519,207</u>	 <u>891,494</u>	 <u>25%</u>	 <u>4,693,855</u>	 <u>702,624</u>	 <u>15%</u>
EXPENDITURES:						
ADMINISTRATIVE	29,490	7,294	25%	28,980	7,120	25%
TRAFFIC CONTROLS & ENGINEERING	65,300	13,490	21%	70,790	17,300	24%
CONSTRUCTION OF ROADS & BRIDGES	1,501,808	53,848	4%	1,626,103	851,733	52%
MAINTENANCE OF ROADS & BRIDGES	940,017	124,841	13%	1,163,443	242,972	21%
STREET CLEANING	253,330	52,772	21%	186,190	45,852	25%
STREET TREES	552,732	138,248	25%	528,299	119,450	23%
SNOW AND ICE REMOVAL	<u>176,530</u>	<u>9,575</u>	5%	<u>170,030</u>	<u>9,678</u>	6%
 TOTAL EXPENDITURES	 <u>3,519,207</u>	 <u>400,068</u>	 <u>11%</u>	 <u>3,773,835</u>	 <u>1,294,105</u>	 <u>34%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 SOLID WASTE
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	202,233	0	0%	95,840	-	0%
TAXES	2,042,500	2,047,012	100%	1,935,000	1,939,919	100%
INTERGOVERNMENTAL	4,110	0	0%	4,200	-	0%
CHARGES FOR SERVICES	17,000	4,377	26%	18,000	4,384	24%
INTEREST AND RENT	30,000	2,368	8%	31,820	5,285	17%
OTHER REVENUE	-	-	0%	-	78	0%
TOTAL REVENUES	<u>2,295,843</u>	<u>2,053,757</u>	<u>89%</u>	<u>2,084,860</u>	<u>1,949,666</u>	<u>94%</u>
EXPENDITURES:						
PERSONNEL COSTS	190,050	18,691	10%	187,380	22,924	12%
SUPPLIES	28,000	735	3%	12,000	908	8%
OTHER CHARGES	2,077,793	374,353	18%	1,869,480	358,397	19%
CAPITAL OUTLAY	-	-	0%	16,000	4,762	30%
TOTAL EXPENDITURES	<u>2,295,843</u>	<u>393,779</u>	<u>17%</u>	<u>2,084,860</u>	<u>386,991</u>	<u>19%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BROWNFIELD REDEVELOPMENT FUND
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(2,000)	-	0%	7,500	-	0%
TAXES	287,300	264,870	92%	264,870	264,870	100%
CHARGES FOR SERVICES	-	-	0%	1,500	-	0%
INTEREST AND RENT	2,000	45	2%	11,340	494	4%
OTHER REVENUE	20,000	-	0%	20,000	-	0%
TRANSFERS IN	-	-	0%	-	-	0%
	<u> </u>	<u> </u>		<u> </u>	<u> </u>	
TOTAL REVENUES	<u>307,300</u>	<u>264,915</u>	<u>86%</u>	<u>305,210</u>	<u>265,364</u>	<u>87%</u>
EXPENDITURES	<u>307,300</u>	<u>-</u>	<u>0%</u>	<u>299,280</u>	<u>237,890</u>	<u>79%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 PRINCIPAL SHOPPING DISTRICT
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	47,280	-	0%	113,700	-	0%
CHARGES FOR SERVICES	25,000	-	0%	150,000	-	0%
SPECIAL ASSESSMENTS	1,054,970	-	0%	1,054,970	1,040	0%
INTEREST AND RENT	13,700	2,445	18%	13,700	2,154	16%
OTHER REVENUE	<u>190,000</u>	<u>6,151</u>	3%	<u>190,000</u>	<u>48,382</u>	25%
 TOTAL REVENUES	 <u>1,330,950</u>	 <u>8,596</u>	 <u>1%</u>	 <u>1,522,370</u>	 <u>51,576</u>	 <u>3%</u>
 EXPENDITURES	 <u>1,330,950</u>	 <u>213,380</u>	 <u>16%</u>	 <u>1,522,370</u>	 <u>322,154</u>	 <u>21%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 COMMUNITY DEVELOPMENT BLOCK GRANT
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
INTERGOVERNMENTAL REVENUE	<u>36,100</u>	<u>-</u>	<u>0%</u>	<u>57,299</u>	<u>750</u>	<u>1%</u>
EXPENDITURES	<u><u>36,100</u></u>	<u><u>-</u></u>	<u><u>0%</u></u>	<u><u>57,299</u></u>	<u><u>11,350</u></u>	<u><u>20%</u></u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(470)	-	0%	(470)	-	0%
PROPERTY TAXES	-	-	0%	-	-	0%
INTEREST AND RENT	<u>470</u>	<u>49</u>	10%	<u>470</u>	<u>70</u>	15%
TOTAL REVENUES	<u>-</u>	<u>49</u>	<u>0%</u>	<u>-</u>	<u>70</u>	<u>0%</u>
EXPENDITURES	<u>-</u>	<u>-</u>	<u>0%</u>	<u>-</u>	<u>-</u>	<u>0%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BALDWIN LIBRARY
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(681,410)	-	0%	1,677,170	-	0%
TAXES	3,541,640	3,532,041	100%	3,370,950	3,385,810	100%
INTERGOVERNMENTAL	1,050,320	205,282	20%	1,029,190	-	0%
CHARGES FOR SERVICES	62,800	190	0%	81,150	19,705	24%
INTEREST AND RENT	52,000	3,643	7%	52,290	11,370	22%
OTHER REVENUE	-	-	0%	-	-	0%
TOTAL REVENUES	<u>4,025,350</u>	<u>3,741,156</u>	<u>93%</u>	<u>6,210,750</u>	<u>3,416,885</u>	<u>55%</u>
EXPENDITURES	<u>4,025,350</u>	<u>1,138,370</u>	<u>28%</u>	<u>6,210,750</u>	<u>1,212,437</u>	<u>20%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 LAW & DRUG ENFORCEMENT FUND
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(23,460)	-	0%	61,760	-	0%
FINES & FORFEITURES	25,000	-	0%	35,000	-	0%
INTEREST AND RENT	1,300	234	18%	1,100	557	51%
OTHER REVENUE	-	-	0%	-	-	0%
	<u> </u>	<u> </u>		<u> </u>	<u> </u>	
TOTAL REVENUES	<u>2,840</u>	<u>234</u>	<u>8%</u>	<u>97,860</u>	<u>557</u>	<u>1%</u>
EXPENDITURES:						
PUBLIC SAFETY	2,840	-	0%	-	-	0%
CAPITAL OUTLAY	<u>-</u>	<u>-</u>	0%	<u>97,860</u>	<u>97,854</u>	100%
	<u> </u>	<u> </u>		<u> </u>	<u> </u>	
TOTAL EXPENDITURES	<u>2,840</u>	<u>-</u>	<u>0%</u>	<u>97,860</u>	<u>97,854</u>	<u>100%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 DEBT SERVICE FUND
 QUARTER ENDED: SEPTEMBER 30, 2020 AND SEPTEMBER 30, 2019
 % OF FISCAL YEAR COMPLETED: 25%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(5,500)	-	0%	(5,850)	-	0%
TAXES	1,548,450	1,547,312	100%	1,609,500	1,609,433	100%
INTERGOVERNMENTAL	3,300	0	0%	3,660	-	0%
INTEREST AND RENT	<u>3,000</u>	<u>76</u>	3%	<u>2,990</u>	<u>3,054</u>	102%
TOTAL REVENUES	<u>1,549,250</u>	<u>1,547,388</u>	<u>100%</u>	<u>1,610,300</u>	<u>1,612,487</u>	<u>100%</u>
EXPENDITURES	<u>1,549,250</u>	<u>1,458,500</u>	<u>94%</u>	<u>1,610,300</u>	<u>1,506,000</u>	<u>94%</u>



MEMORANDUM

Finance Department

DATE: November 13, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: September 2020 Investment Report

Public Act 213 of 2007 requires investment reporting on the City's general investments to be provided to the City Commission on a quarterly basis. This information is also required to be provided annually, which the City has and will continue to include within the audited financial statements.

General investments of the City are governed by state law and the City's General Investment Policy approved by the City Commission. The services of an outside investment advisor are utilized to assist the treasurer in determining which types of investments are most appropriate and permitted under the investment policy, maximize the return on the City's investments within investment policy constraints and provide for cash flow needs.

The two primary objectives for investment of City funds are the preservation of principal and liquidity to protect against losses and provide sufficient funds to enable the City to meet all operating requirements that might be reasonably anticipated. Investment activities include all City funds except the retirement and retiree health-care funds as follows:

- General Fund
- Permanent Funds
- Special Revenue Funds
- Capital Projects Fund
- Enterprise Funds
- Debt Service Funds
- Component Unit Funds
- Internal Service Funds

Overall, the City has \$104.4 million invested in various securities according to its general investment policy as of September 30, 2020.

The City has two pooled funds (CLASS Pool and J-Fund), which are used to meet payroll, contractor and other accounts payable needs. As indicated on the attached schedule, there is approximately \$16.1 million invested in pooled funds at the end of September. A maximum of 50% of the portfolio may be invested in pooled funds that meet state guidelines. The amount currently invested in pooled funds is 15%.

The City also holds approximately \$34.4 million, or 33%, of its investments in treasury notes and bills, which are obligations of the United States. The maximum amount of investments that may be held in government securities is 100%.

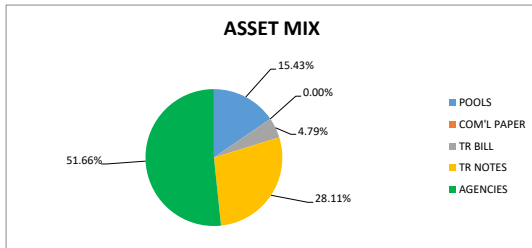
Investments in federal agencies total approximately \$53.9 million, or 52%, of the City's investments. The maximum amount of the portfolio that may be invested in federal agencies is 75%.

The Investment Policy requires that the average maturity of the portfolio may not exceed two and one-half years. The current average maturity of the portfolio is 1.5 years.

**CITY OF BIRMINGHAM
GENERAL INVESTMENT PORTFOLIO SUMMARY**

9/30/2020

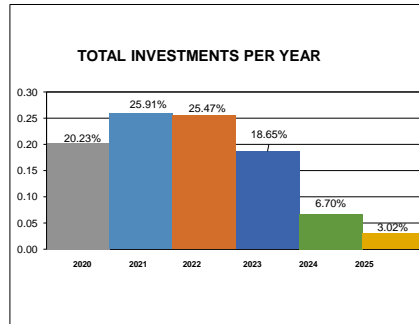
YEAR	MATURITY DATE	DESCRIPTION	% YIELD	*	ISSUER	PAR VALUE	COST	CURRENT MARKET VALUE	YEARLY TOTAL	% OF TOTAL
2020	9/30/2020	CLASS POOL	0.111%	CITY	MICHIGAN CLASS	2,157,735.94	2,157,735.94	2,157,735.94		
	9/30/2020	J FUND	0.021%	CITY	COMERICA BANK	13,949,190.75	13,949,190.75	13,949,190.75		
	10/26/2020	AGENCY	1.762%	INSIGHT	FFCB	1,500,000.00	1,499,490.00	1,501,785.00		
	11/30/2020	AGENCY	1.224%	INSIGHT	FNMA	2,000,000.00	2,021,902.00	2,004,580.00		
	12/31/2020	TR NOTE	1.601%	INSIGHT	U.S.	1,500,000.00	1,507,382.81	1,506,045.00	21,119,336.69	20.23%
2021	1/12/2021	TR NOTE	0.093%	INSIGHT	U.S.	2,500,000.00	2,499,296.04	2,499,475.00		
	1/21/2021	AGENCY	1.720%	INSIGHT	FHLMC	1,000,000.00	999,800.00	1,003,750.00		
	2/15/2021	TR NOTE	2.856%	INSIGHT	U.S.	2,000,000.00	2,043,121.51	2,026,100.00		
	2/23/2021	AGENCY	2.791%	INSIGHT	FFCB	2,000,000.00	1,995,800.00	2,020,200.00		
	3/15/2021	TR NOTE	2.754%	INSIGHT	U.S.	1,175,000.00	1,165,315.43	1,187,114.25		
	3/25/2021	TR BILL	0.102%	INSIGHT	U.S.	2,500,000.00	2,498,717.92	2,498,700.00		
	5/7/2021	AGENCY	0.500%	INSIGHT	FHLMC	1,000,000.00	1,000,000.00	1,000,740.00		
	5/15/2021	TR NOTE	2.829%	INSIGHT	U.S.	1,500,000.00	1,510,610.49	1,528,125.00		
	5/15/2021	TR NOTE	1.695%	INSIGHT	U.S.	1,500,000.00	1,521,152.34	1,523,265.00		
	6/15/2021	TR NOTE	1.704%	INSIGHT	U.S.	1,500,000.00	1,523,090.96	1,526,490.00		
	7/15/2021	TR NOTE	1.693%	INSIGHT	U.S.	1,500,000.00	1,524,497.21	1,529,535.00		
	9/29/2021	AGENCY	0.300%	INSIGHT	FHLMC	1,500,000.00	1,500,000.00	1,497,675.00		
	9/10/2021	AGENCY	3.030%	INSIGHT	FHLB	1,500,000.00	1,498,830.00	1,540,335.00		
	10/12/2021	AGENCY	3.003%	INSIGHT	FHLB	1,500,000.00	1,499,955.00	1,544,220.00		
	11/15/2021	TR NOTE	2.438%	INSIGHT	U.S.	2,000,000.00	2,022,421.88	2,061,400.00		
	12/15/2021	TR NOTE	2.469%	INSIGHT	U.S.	2,000,000.00	2,008,444.20	2,059,840.00	27,046,964.25	25.91%
2022	1/5/2022	AGENCY	1.533%	INSIGHT	FNMA	2,000,000.00	2,021,480.00	2,047,680.00		
	1/13/2022	AGENCY	2.209%	INSIGHT	FHLMC	1,000,000.00	1,004,248.61	1,028,870.00		
	1/13/2022	AGENCY	1.655%	INSIGHT	FHLMC	1,500,000.00	1,524,093.00	1,543,305.00		
	3/11/2022	AGENCY	2.433%	INSIGHT	FHLB	1,000,000.00	1,001,850.00	1,033,940.00		
	3/14/2022	AGENCY	1.932%	INSIGHT	FFCB	1,000,000.00	997,830.00	1,024,510.00		
	3/31/2022	TR NOTE	0.137%	INSIGHT	U.S.	2,500,000.00	2,508,984.38	2,509,075.00		
	3/28/2022	AGENCY	0.450%	INSIGHT	FHLMC	1,500,000.00	1,500,000.00	1,497,405.00		
	4/15/2022	TR NOTE	0.134%	INSIGHT	U.S.	2,000,000.00	2,065,241.08	2,065,320.00		
	6/10/2022	AGENCY	1.882%	INSIGHT	FHLB	1,500,000.00	1,510,635.00	1,555,026.20		
	6/10/2022	AGENCY	1.930%	INSIGHT	FHLB	2,000,000.00	2,011,248.00	2,061,313.80		
	8/5/2022	AGENCY	1.497%	INSIGHT	FFCB	2,000,000.00	2,020,180.00	2,062,040.00		
	8/19/2022	AGENCY	0.450%	INSIGHT	FNMA	2,000,000.00	1,999,500.00	2,001,780.00		
	9/9/2022	AGENCY	1.613%	INSIGHT	FHLB	1,500,000.00	1,516,588.50	1,554,270.00		
	9/30/2022	AGENCY	0.390%	INSIGHT	FHLMC	1,500,000.00	1,499,025.00	1,496,475.00		
	10/13/2022	AGENCY	1.549%	INSIGHT	FFCB	1,500,000.00	1,502,076.00	1,543,395.00		
	10/31/2022	TR NOTE	1.854%	INSIGHT	U.S.	1,500,000.00	1,506,977.68	1,558,305.00	26,582,710.00	25.47%
2023	1/19/2023	AGENCY	1.617%	INSIGHT	FNMA	2,500,000.00	2,558,475.00	2,622,625.00		
	2/17/2023	AGENCY	0.192%	INSIGHT	FHLB	1,500,000.00	1,542,361.50	1,542,045.00		
	2/21/2023	AGENCY	1.491%	INSIGHT	FFCB	2,000,000.00	2,004,653.94	2,064,660.00		
	3/31/2023	TR NOTE	1.421%	INSIGHT	U.S.	1,500,000.00	1,556,430.81	1,588,365.00		
	5/15/2023	TR NOTE	1.578%	INSIGHT	U.S.	1,500,000.00	1,509,028.46	1,562,985.00		
	6/19/2023	AGENCY	1.851%	INSIGHT	FHLMC	1,500,000.00	1,550,467.50	1,601,400.00		
	6/26/2023	AGENCY	0.233%	INSIGHT	FHLMC	1,500,000.00	1,500,705.00	1,501,350.00		
	9/8/2023	AGENCY	1.466%	INSIGHT	FHLB	2,000,000.00	2,070,800.00	2,124,420.00		
	9/12/2023	AGENCY	1.591%	INSIGHT	FNMA	1,500,000.00	1,573,410.00	1,616,685.00		
	10/31/2023	TR NOTE	1.423%	INSIGHT	U.S.	1,500,000.00	1,587,954.24	1,624,800.00		
	11/15/2023	TR NOTE	1.572%	INSIGHT	U.S.	1,500,000.00	1,570,258.93	1,620,585.00	19,469,920.00	18.65%
2024	2/5/2024	AGENCY	1.572%	INSIGHT	FNMA	1,500,000.00	1,558,201.50	1,612,560.00		
	2/29/2024	TR NOTE	1.637%	INSIGHT	U.S.	1,750,000.00	1,785,621.10	1,866,007.50		
	7/2/2024	AGENCY	1.719%	INSIGHT	FNMA	1,500,000.00	1,502,037.00	1,583,160.00		
	9/13/2024	AGENCY	1.729%	INSIGHT	FHLB	1,750,000.00	1,843,345.00	1,934,782.50	6,996,510.00	6.70%
2025	1/7/2025	AGENCY	0.362%	INSIGHT	FNMA	1,500,000.00	1,580,434.50	1,580,655.00		
	2/12/2025	AGENCY	0.344%	INSIGHT	FHLMC	1,500,000.00	1,575,136.50	1,574,370.00		
								3,155,025.00	3.02%	
			1.232%			101,781,926.69	103,006,032.71	104,370,465.94	104,370,465.94	100.00%



POOLS	\$16,106,926.69	15.43%
COM'L PAPER	\$0.00	0.00%
TR BILL	\$4,998,175.00	4.79%
TR NOTES	\$29,343,356.75	28.11%
AGENCIES	\$53,922,007.50	51.66%
TOTAL	\$104,370,465.94	100.00%

COMPARATIVE RETURNS			
	City Portfolio	1-Yr TR	2-Yr TR
Current Month	1.23%	0.12%	0.12%
Previous Month	1.00%	0.12%	0.12%
1 Year Ago	2.01%	1.80%	1.56%

AVERAGE MATURITY (YEARS): 1.46



* INSIGHT: \$88,263,539.25 84.57%
 * ASSIGNED TO CITY: \$16,106,926.69 15.43%
 \$104,370,465.94 100.00%



MEMORANDUM

Police Department

DATE: November 17, 2020

TO: Joseph A. Valentine, City Manager

FROM: Scott Grewe, Operations Commander

SUBJECT: Parking System Update

A memo dated October 19, 2020 provided a status update regarding the resignation of the Assistant City Manager and the management of the parking structures. That memo identified several areas of concern that have since been corrected (see attached memo). This memorandum provides you and the City Commission with a current update on the status of the parking system.

PARKING GARAGE PAYMENT SYSTEM TECHNOLOGY SYSTEMS (RFP)

At the August 19, 2020 Advisory Parking Committee (APC) meeting, the committee approved a Request for Proposal (RFP) to upgrade the existing payment systems. Shortly thereafter, the Asst. City Manager, who issued the RFP, resigned her position with the City.

There are currently 23 Skidata machines in operation at the five municipal garages in downtown Birmingham. Eleven (11) of the machines are used at the entrance gates, twelve (12) machines are used at the exit gates. According to SP+, this equipment, which could use technological updates, is operating without any issues at this time.

Additionally, the City Commission requested a consultant be retained to conduct an assessment of the management of the entire parking system. Based on the resignation of the Asst. City Manager, pending management assessment and the reliability of the current equipment, it was determined the RFP would be cancelled. It was determined this project would be revisited once the management assessment was completed. However, at the October 26, 2020 City Commission meeting, the Commission discussed the Parking Management Study Agreement and decided to take no action at this time.

A future APC agenda item will be to examine putting out an RFP for an outside consultant to advise the APC and the Commission on the best technology available for the parking structures.

STATUS OF MONTHLY PERMIT PARKING

At the August 24, 2020 City Commission meeting, a resolution was passed that continued free parking in the structures through the end of the year. This relief program began on April 1, 2020 due to the Covid-19 pandemic. As part of this resolution, the Commission also passed an initiative for monthly pass holders requiring a one-time \$100 payment to retain their status as a monthly permit holder.

Monthly permit holders were contacted and advised they had until November 30th to pay the \$100 fee to retain their permit into 2021. To date 251 permits have been given up. There are now 325 available parking permits and 3,687 on the waiting list system wide. There are currently 638 accounts for monthly permits (some are companies with multiple passes), 104 accounts are still outstanding and need to pay the fee or turn in their passes. As this process continues, those on the waiting list will be contacted to determine if they would like a pass or wish to be removed from the list. Anyone on the list that chooses to take a pass will be required to pay the \$100 fee to retain that pass.

At the November 4, 2020 APC meeting, a recommendation to continue free parking through March 31, 2020 was passed. This recommendation will be presented to the City Commission.

PARKING FUND BALANCE

To review the impact of free parking, the police department compared parking data from August of 2019 to August of 2020. In 2019, there was \$514,280 in revenue, operating costs of \$133,290 for a net revenue of \$380,990. This August, there was essentially no revenue. However, there are still operating costs associated with the structures, which have been reduced by SP+ limiting their operations. Operating costs for this August was \$66,844 which was paid to SP+ by the City as there was no revenue to cover the costs.

The unrestricted net assets of the parking fund totaled \$20,632,305 as of April 1, 2020 when free parking began. During this time, several capital improvements have been completed totaling \$1,457,996. The parking fund balance as of September 30, 2020 was \$19,256,606. A reduction of \$1,375,699. Current reserves are expected to be used for capital improvements based on the pending WJE assessment discussed below.

At the November 4, 2020 APC meeting, the APC passed a recommendation to continue free parking for transient and monthly permit parking through March 31, 2021. To continue free parking for January, February and March, the City could estimate a cost of \$154,273 to cover expenses based on the average cost of June through September of this year. The recommendation from the APC will be presented to the City Commission.

See attached bar charts showing monthly revenues/operating expenditures and year-end parking fund totals from 2017 to date.

STRUCTURE REPAIR AND MAINTENANCE PROGRAM

Minor repairs that were previously on hold due to outstanding invoices are underway. For example, drainage concerns such as clogged drains and broken pipes are being repaired to ensure standing water is addressed before freezing temperatures arrive. Also, electrical work to repair damaged or non-functioning lighting is currently being corrected.

Police staff has conducted walk-throughs of the parking structures with SP+ staff to identify problem areas. Maintenance logs have been created to identify problems and track the status of repairs. These walk-throughs are scheduled to occur several times a year with one structure being addressed per month.

At the October 28, 2019 City Commission meeting, the Commission approved a resolution to have WJE Engineers and Architects conduct full structural assessments of all five parking structures. Police staff has reviewed the structural assessment reports provided by WJE. In those reports, WJE provided immediate recommendations that were primarily safety related items. At the May 18, 2020 City Commission meeting, the Commission approved a resolution to have DRV Contractors complete the identified repair items. These repairs have since been completed.

Since the Police Department has been assigned temporary management of the parking structures, no long-term renovation/repair plans have been found. WJE is not aware of any plans or have been part of any long term planning process to maintain the structures. As part of the 2019 agreement, WJE has been asked to prepare a five-year renovation/repair plan to ensure the structural integrity and safety of the City's parking structures. WJE is currently working on a schedule to conduct a more thorough assessment of the structures to provide a recommendation to the City.

VALET PARKING OPERATIONS

City sponsored on street valet was first started in 2011. Initially, the program began as a holiday promotion and was later used to supplement parking during construction projects. Two valet stands have been in operation during the Old Woodward and Maple road reconstruction projects. One stand located on Hamilton at Ferndale and one on S. Old Woodward north of Brown. These valet operations were initially shut down due to Covid-19 and reopened on July 6th. Currently, the City pays In House Valet \$750 per week per stand. Annually, each location would cost the City \$39,000 for a total of \$78,000. Under normal operations, the stand on Hamilton is used half as much as the location on Old Woodward. On average, around 50 cars per week use the Hamilton location resulting in an average cost of \$15 per valeted vehicle to the City. Additionally, the driver pays \$5 for the first two hours and \$5 for each additional hour.

The new development at Old Woodward and Brown, The Daxton Hotel, has entered into an agreement with the City to provide valet services, not only to their guests but also to patrons of the downtown. In return, the City will not charge the Daxton for the metered spaces to operate their valet stand, which would cost the Daxton \$22,464. This agreement will go before the City Commission on December 7, 2020. When the Daxton's operation opens, the City stand on Old Woodward will be cancelled saving the City \$39,000 for annual operation of valet services at this location.

During the holiday season, the cost to operate both of the existing locations is paid for by the Birmingham Shopping District. Once this promotion expires, staff has discussed eliminating the Hamilton location due to limited use and availability of parking with its close proximity to the Park St. Structure. This would add an additional savings of up to \$39,000 for yearly operations.

PARKING METER UPDATE

At the September 14, 2020 City Commission meeting, the Commission passed a resolution to update the City's 1,268 on street meters to 4G LNG meters. To date, 736 LNG meters have been received and installed. The Police Department continues to install these upgrades as they are received and expect total installation completed by December 31, 2020.



MEMORANDUM

Police Department

DATE: October 19, 2020

TO: Joseph A. Valentine, City Manager
CC: Mark Gerber, Finance Director

FROM: Scott Grewe, Operations Commander

SUBJECT: Status of Parking Structure Management

On Monday, September 21, 2020, I was advised Tiffany Gunter, Assistant City Manager, had resigned her position with the City. I was asked to be the interim staff member to manage the (5) City structures and the Advisory Parking Committee (APC).

Since then, a considerable amount of time has been spent researching and reviewing APC minutes and agendas, vendor contracts, invoices and structural assessment reports for each parking structure. Meetings were held with WJE Consultants, DRE Contractors, In-House Valet, Kone Elevators, Smarking, SP+ and Johnson Controls regarding the status of their work with the City.

Police department staff has found numerous outstanding invoices going back to March 2019 and is currently working with all companies listed below to ensure these invoices are current and any work scheduled to be done has been completed as requested. The review of existing contracts, as well as reinstating contracts that have been cancelled for nonpayment is underway. Repairs that have not been completed, because of outstanding invoices mentioned below, are being reviewed and rescheduled.

Smarking

A Zoom meeting was held with the City's representative from Smarking to introduce the features of the program. For several months, Smarking has not been able to provide any information regarding the use of on-street parking due to communication errors between them and Civic Smart. In addition, free parking in the structures has resulted in no information regarding structure usage. Annual subscription with Smarking is \$39,534. This contract has an automatic renewal on November 1st and requires a written notice of non-renewal at least forty-five days prior to the end of the current term. Staff is working with the City Attorney regarding the status of this contract due to information not being obtained by Smarking and being beyond the forty-five day window to cancel. Contact has been made with Smarking regarding options to cancel.

In-House Valet

Staff was contacted by the owner, Steve Ferich, who advised he had not received payment for the City sponsored valet stand that he operates. In-House Valet has operated City valet stands since 2011, originally started as a holiday incentive and more recently as a construction program. The program was suspended during the Covid-19 pandemic and resumed operation on July 6th, 2020. Staff was provided with invoices back to July 27th

that were unpaid totaling \$10,500. Contact was made with Steve Ferich and payments were scheduled. In-House Valet continues their operation for the City.

Kone Elevators

In May of 2019, an RFP was completed and bids received were opened on June 14, 2019. The RFP was for elevator maintenance at the City's thirteen elevators. The proposal and contract for Kone was never presented to the City Commission. From July 1, 2019 to date, there has been approximately \$28,000 in payments to Kone for service despite not having a signed contract. This contract will be presented to the City Commission for approval.

Johnson Controls

An invoice was received which stated they have processed a "discontinuance of service" due to failure to pay with an outstanding balance of \$2,887.18. Johnson Controls monitors and maintains the alarm system in the Peabody Structure that monitors pumps and plumbing to prevent flooding of the levels below ground. Contact was made with Johnson Controls and a new service contract was submitted and previous amount due was scheduled for payment. This has been reviewed and approved by the City Attorney and will reinstate their service.

DRV Contractors

DRV is the contractor that performed repairs on the North Old Woodward Structure as well as completed miscellaneous repairs at other structures during the limited use due to the pandemic. An invoice was sent to the City on August 7th for \$57,172.50 and has not been paid. This has been scheduled for payment. DRV was contacted to discuss previous and future repair projects in the City.

Nelson Brothers

Nelson Brothers is a plumbing company that does work in all City buildings including the parking structures. Staff received several invoices with an outstanding balance totaling \$7,116 for work done in the structures. Nelson Brothers refused to complete further work due to unpaid invoices dating back to September 9th, 2019. These invoices have been scheduled for payment. Nelson Brothers was advised and stated pending work will continue once received.

Lee and Associates

Lee and Associates is an electrical contractor that has performed work in all of the parking structures. Two past due invoices totaling \$2,686 were received from August 7th, 2020. These invoices have been scheduled for payment.

SP+

SP+ is the operating contractor for the parking structures. Typically, their fees are deducted from revenue of the parking structures. However, while there is free parking in the structures, revenue is not being generated and therefore the City has received invoices from SP+. Their costs for July and August, totaling \$108,600, has not been paid. These have been scheduled for payment.

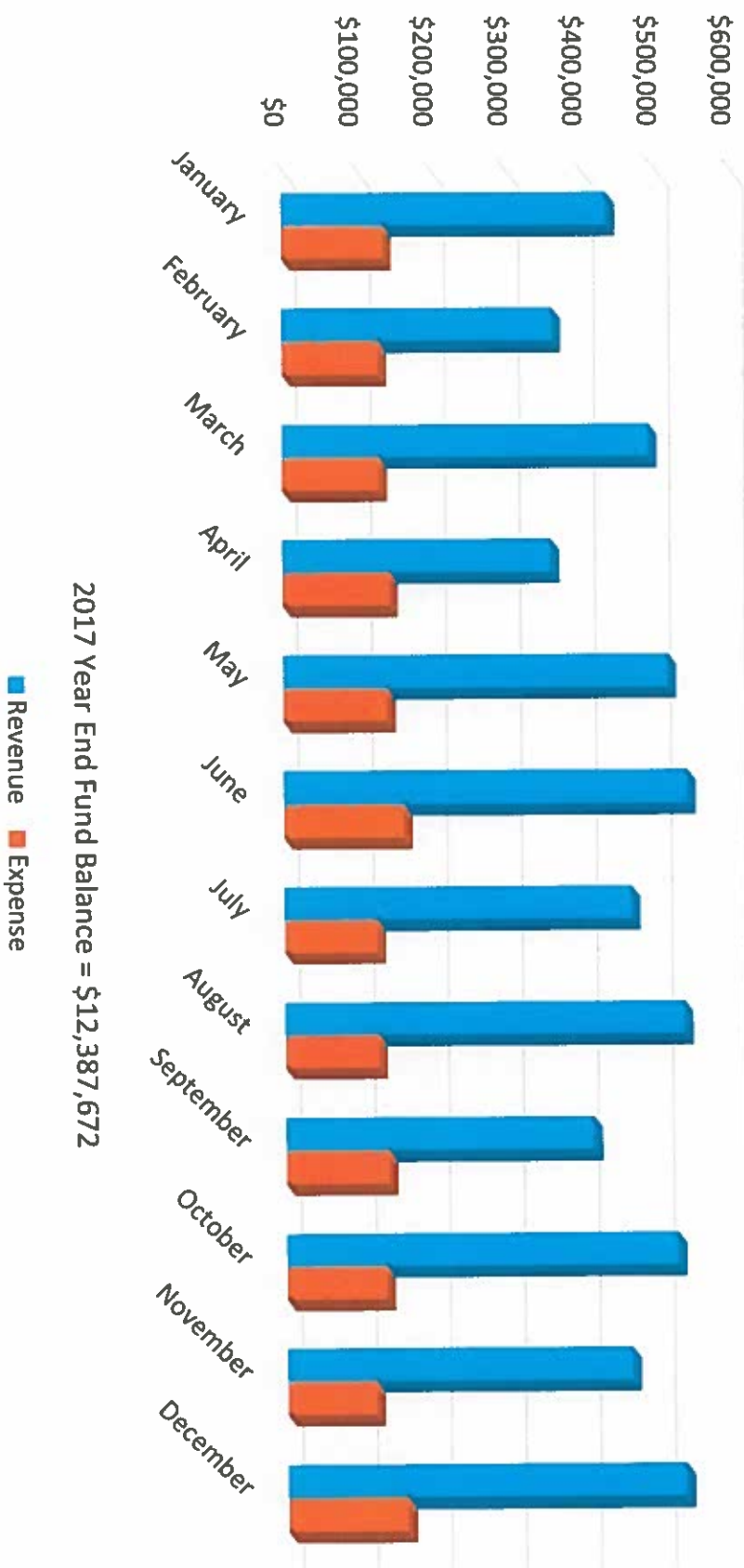
Nelson Nygaard

The Finance Department contacted me on October 8th advising they located a double payment to Nelson Nygaard. Checks dated in January and March of 2019 for the same amount and invoice number were submitted to Nelson Nygaard for payment. Contact was made with Nelson Nygaard to review the invoice and they confirmed the double payment resulting in a credit of \$11,280.19. However, they also advised that their invoice #74624, dated March 22, 2019, for \$2,465.74 was unpaid and the credit was applied to this balance. Finance was contacted to confirm invoice #74624 was not paid by the City and they confirmed it was not. Nelson Nygaard sent the forms required to obtain the remaining credit of \$8,814.45, which were forwarded to the Finance Department to complete.

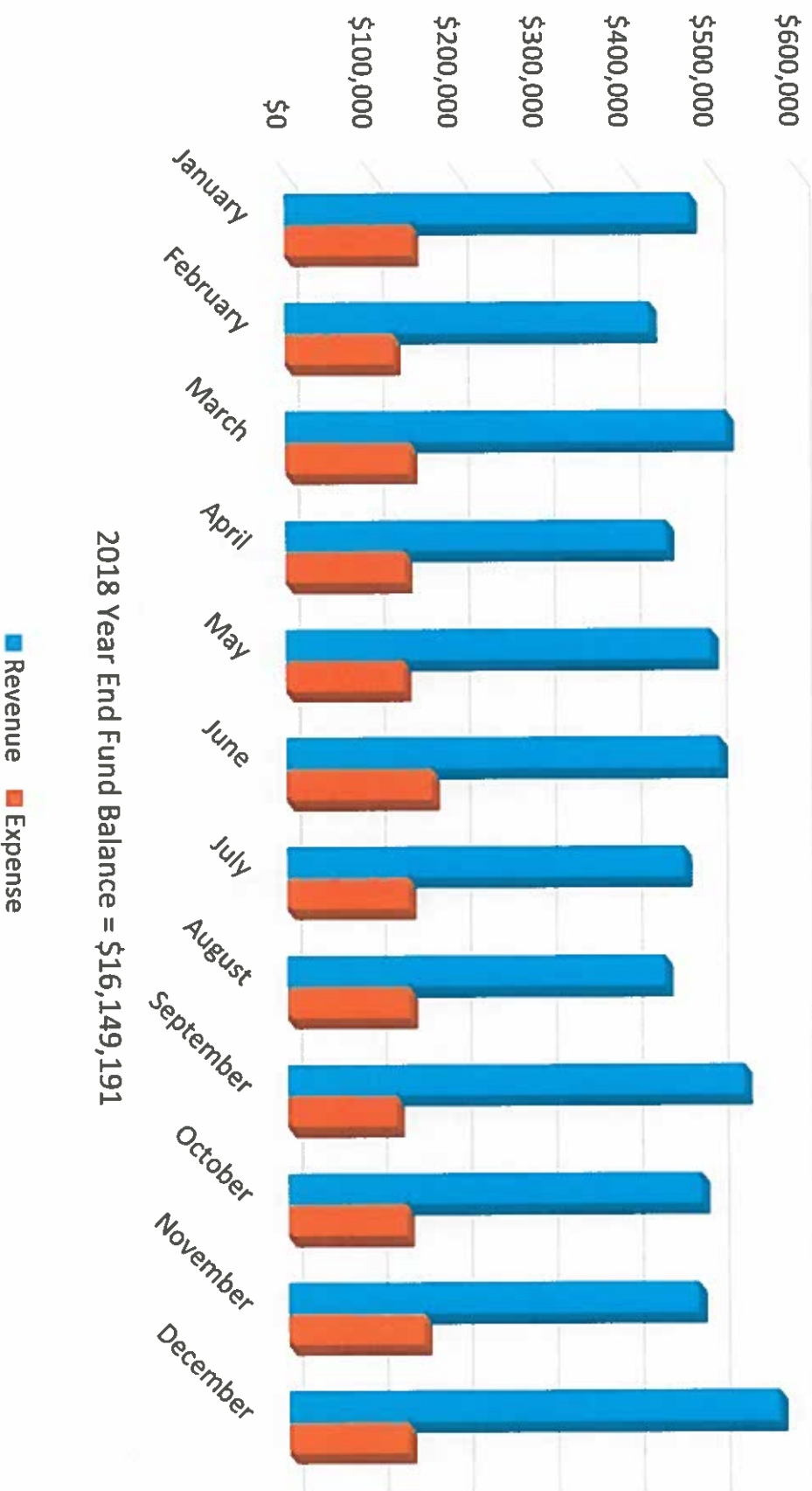
Request For Proposal (RFP)

A RFP was created for the operation systems (entrance/exit controls) of the parking structures. This RFP was open during the time of Ms. Gunter's resignation and the City Commission's request for a review of the management of the parking system. This RFP was cancelled for further review after the management of the system report is complete.

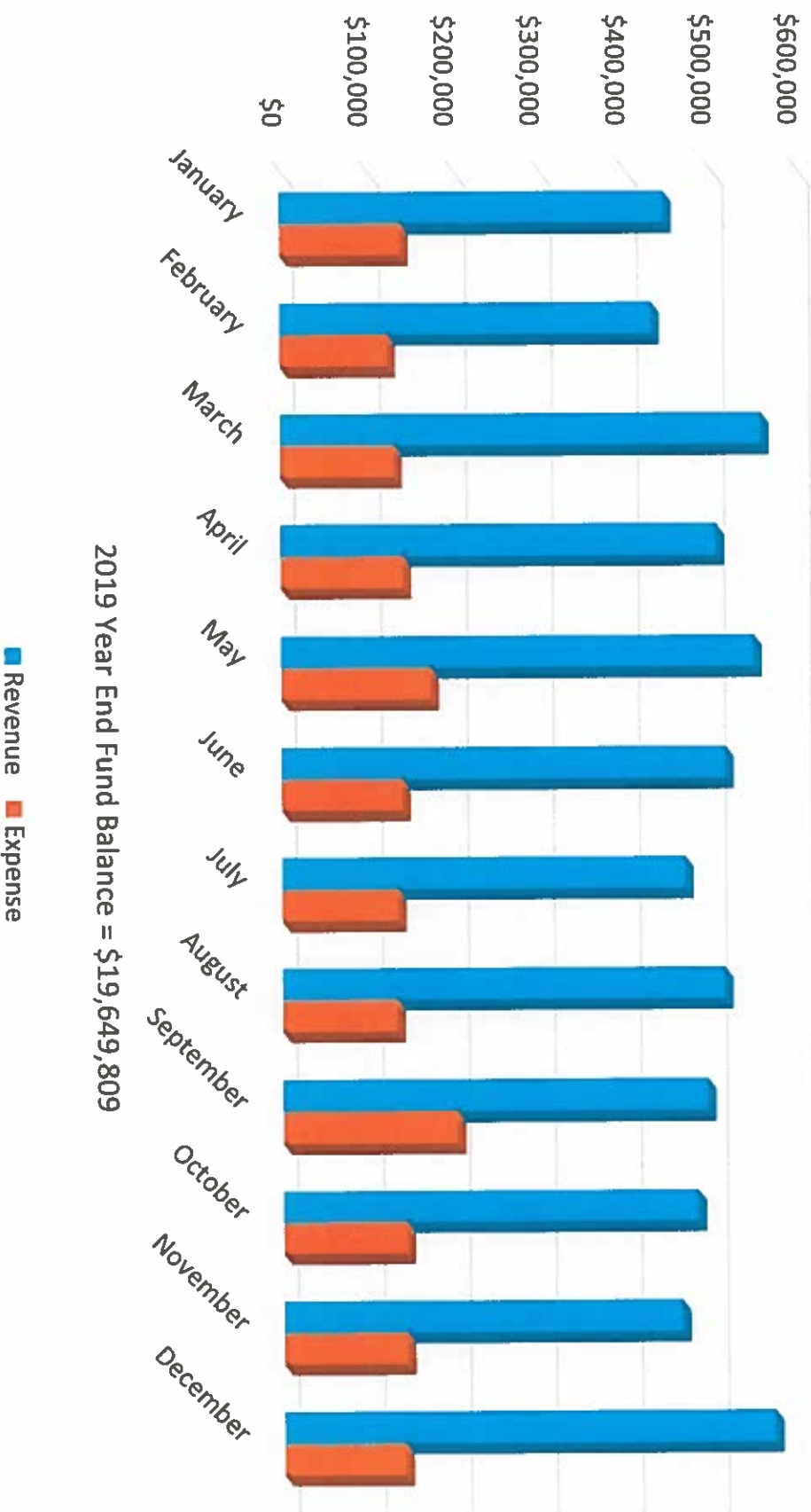
2017 Parking Structure Revenue/Operating Expense



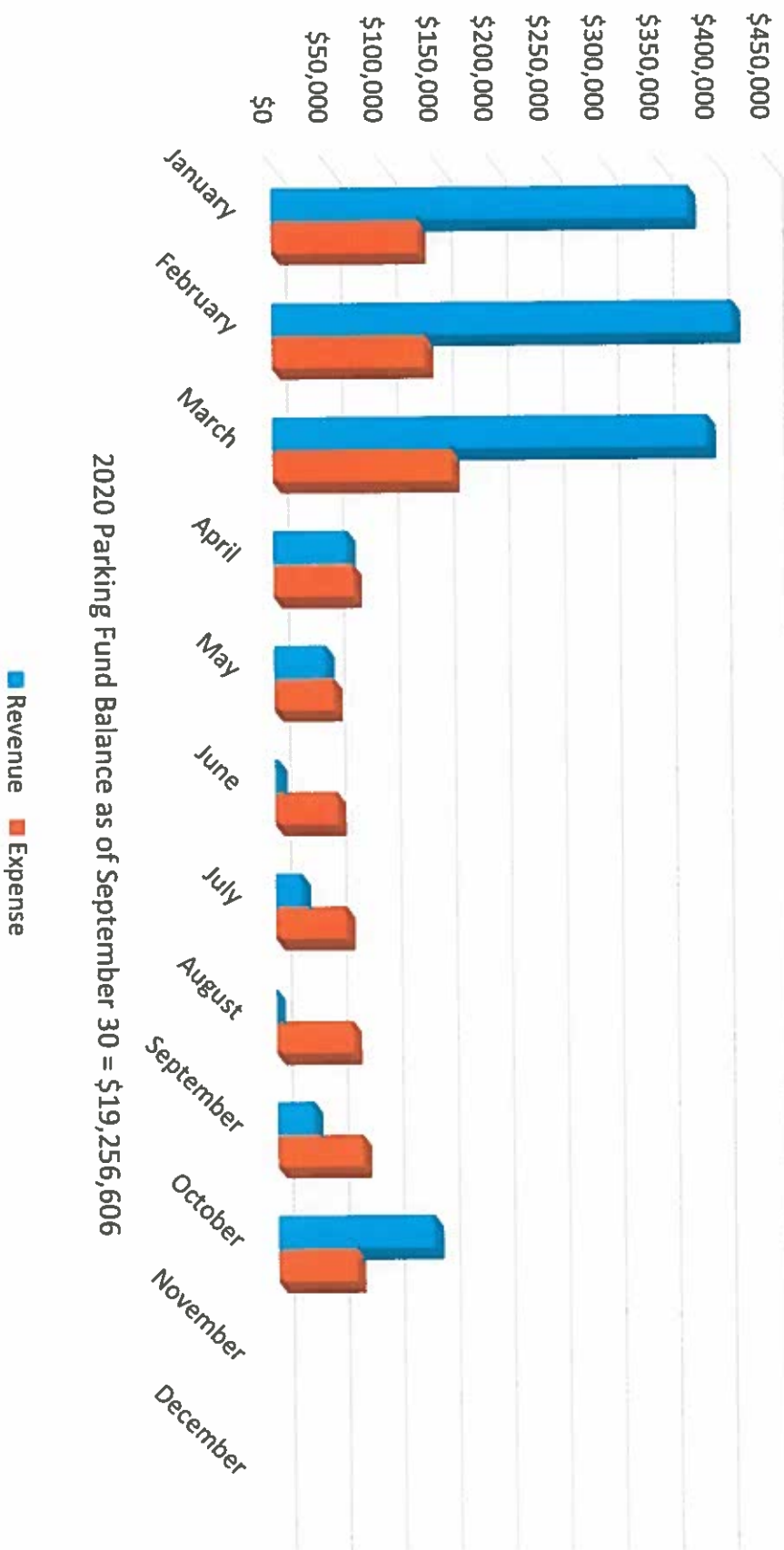
2018 Parking Structure Revenue/ Operating Expense



2019 Parking Structure Revenue/Operating Expense



2020 Parking Structure Revenue/Operating Expense



Thank You Voters



Drumroll, please!!

The results are in and you supported Oakland County Parks and Recreation with a 76.32% approval on the Nov. 3 General Election. 537,689 citizens voted “Yes”. The ballot question was for the replacement of the parks system’s existing .2310 millage and increase to .35 mills from 2020-2029.

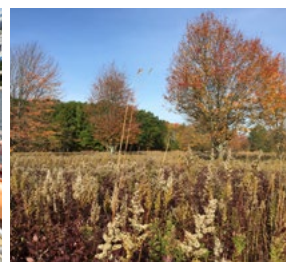
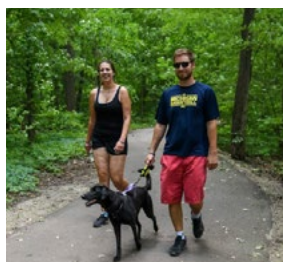
On behalf of the Oakland County Parks and Recreation Commission and staff, let me say “Thank You” for your support of the Oakland County Parks, programs, services and special events.

As a result of the millage passing, we are now providing free 2021 Annual Vehicle Permits to eligible residents who are seniors (62+), military, veterans, and individuals with permanent disabilities.

[\(Click here for more information\).](#)

During the next year, we will also:

- Reinvest in the parks system to update or replace worn out infrastructure and facilities
- Purchase necessary equipment for programming, maintenance and safety
- Increase our impact on stewardship of Natural Resources at our 14 parks as well as across the 910 square miles of Oakland County through the Oakland County Cooperative Invasive Species Management Area (OC CISMA)
- Collaborate with local municipalities to expand trails and provide grants to support local park development



Oakland County Parks and Recreation is proud to serve the residents of Oakland County, providing an essential service to improve your quality of life.

We look forward to the opportunity to exceed residents’ expectations for programs, services and facilities in the next 10 years.

Daniel J. Stencil
Executive Officer

INFORMATION ONLY

**OAKLAND
COUNTY PARKS**
Great Parks for Great People
OaklandCountyParks.com