

BIRMINGHAM CITY COMMISSION AGENDA

February 22, 2021

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

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

Announcements

- The City Commission would like to welcome 40th District House of Representatives - Mari Manoogian.

Appointments

- A. To recognize the following four student representatives for their service in 2020 on Birmingham boards and committees and award each student a certificate in appreciation for their civic involvement:

Planning Board

James Watkinson – Seaholm
Mallory Windsor – Seaholm

Parks & Recreation Board

Rachel Hester – Seaholm
June Lee – Seaholm

- B. To appoint the following students as non-voting members for the calendar year 2021.

HDC-DRB

Charles Cusimano—Groves
Elizabeth Wiegand—Seaholm

Multi-Modal Transportation Board

Lauren Morris—Groves
Justin Schoener—Seaholm
Alex Walters—Seaholm

Museum Board

Carter Lutz – Groves
Aidan Schoener—Seaholm

Planning Board

Daniel Murphy—Seaholm
Jane Wineman—Seaholm

Public Arts Board

Hadley Lovell—Seaholm
Nora Sherifaj—Seaholm

Parks & Recreation Board

R.J. Carrel—Groves
Alison Chapnick—Groves
Kyle Sayers—Seaholm

C. Public Arts Board

1. Nicole Braddock
2. Marla Kaftan

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 February 8, 2021.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated February 10, 2021, in the amount of \$2,305,575.75.
- C. Resolution to execute the Oakland Together Restaurant Relief Grant Program Interlocal Agreement, and further to authorize the Fire Chief to sign the agreement on behalf of the City.
- D. Resolution to extend the contract for towing and storage of impounded, abandoned, accident and other motor vehicles with Jake's Acquisitions DBA Bob Adams Towing, Inc. for a term of two years commencing on February 21, 2021 and terminating of February 25, 2023 and to authorize the Mayor and the City Clerk to execute the contract on behalf of the City.
- E. Resolution to set a public hearing date for March 22, 2021 to consider the Revised Final Site Plan and Design and Special Land Use Permit Amendment at 555 S. Old Woodward to allow for the transfer of ownership, name change from Triple Nickel to Birmingham Pub, and site plan and design changes at 555 S. Old Woodward.
- F. Resolution authorizing the IT department to purchase the Nutanix extended service agreement from CDWG for a total cost not to exceed \$8,185.00. Funds are available in the Computer Maintenance fund account # 636-228.000-933.0600

- G. Resolution to extend the Professional Services Agreement with Hubbell, Roth & Clark, Inc. for Residential Site Evaluations Services for a total three (3) year term.

VI. UNFINISHED BUSINESS

None.

VII. NEW BUSINESS

- A. Resolution to authorize the Finance Director to complete the 2021-2022 Program Year and Community Development Block Grant application and conflict of interest certification and to authorize the Mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

	APPROVED
	<u>2020**</u>
1. Public Services – Yard Services	\$ 7,327
2. Public Services – Senior Services	\$ 3,500
3. Minor Home Repair	\$ <u>25,263</u>
TOTAL	\$ <u>36,090</u>

**Note: See the direction from Oakland County in regards to public hearings. City Staff and City Officials may present, speak, and/or ask questions before and/or after the public hearing. Be sure to reserve the entire duration (from open to close) of the public hearing for public comment only.*

- B. Resolution to approve the Treasurer's Office recommendation for the City to grant a partial exemption equal to a 50% reduction in taxable value.
- C. Resolution to approve a request from the Birmingham Bloomfield Chamber of Commerce to hold the Annual Village Fair and private party in Shain Park and on the surrounding streets and sidewalks, June 2 through June 6, 2021, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- D. Resolution to approve the renewal, for the 2021 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received.

OR

(Each of the following resolutions to be considered with separate motions.)

- a) To set a public hearing for 7:30 PM on Monday, March 22, 2021, that will be held over zoom to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of _____, for the following

reasons:_____ Further, to direct the City Manager to notify the owners/operators of, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

AND

- b) To approve the renewal for the 2021 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received, except for the license(s) held by_____, for which a public hearing has been set.

- E. Commission Discussion on items from prior meeting.
- F. 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
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IX. COMMUNICATIONS

- A. Hybrid & Virtual Meetings from Haig
a. Public Involvement Through Zoom at Commission Meetings from Kucharek

X. REPORTS

- A. Commissioner Reports
B. Commissioner Comments
C. Advisory Boards, Committees, Commissions' Reports and Agendas
 1. Board of Zoning Appeals – February Meeting Summary
D. Legislation
E. City Staff
 1. SP+ Parking Update

INFORMATION ONLY (3 items)

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).



MEMORANDUM

Office of the City Manager

DATE: February 22, 2021

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant to the City Manager

SUBJECT: 2020 Student Representative Certificates of Appreciation

INTRODUCTION:

In appreciation of their service as a student representative on City boards and committees during 2020, the following Birmingham Public School students will be recognized with a service award for their civic involvement over the past year at the February 22, 2021 Commission meeting:

STUDENT	BOARD / COMMISSION
James Watkinson	Planning Board
Mallory Windsor	Planning Board
Rachel Hester	Parks and Recreation Board
June Lee	Parks and Recreation Board

BACKGROUND:

In 1996, the City Commission approved a Birmingham Public Schools (BPS) program placing student representatives who are residents of the city on city boards and commissions. This program was designed to establish an educational partnership that has been very successful since its inception. Students wanting to serve as representatives to city boards and commissions complete an application and go through a selection process by a school district pre-screening committee. The committee membership reviews student applications based on specific criteria and then forwards approved applications to the city for appointment consideration.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

N/A

SUMMARY:

The four Birmingham Public Schools students mentioned above have participated in monthly meetings of their respective advisory boards and engaged in public discussions that afforded them direct input into areas that affect their community. This program

partnership with the Birmingham Public Schools has been successful for the City, the schools and the students. The City congratulates the four student representatives and looks forward to the student's continued interest in civic involvement.

ATTACHMENTS:

N/A

SUGGESTED RESOLUTION:

To recognize the following four student representatives for their service in 2020 on Birmingham boards and committees and award each student a certificate in appreciation for their civic involvement:

Planning Board

James Watkinson – Seaholm
Mallory Windsor – Seaholm

Parks & Recreation Board

Rachel Hester – Seaholm
June Lee – Seaholm



MEMORANDUM

Office of the City Manager

DATE: February 22, 2021

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant to the City Manager

SUBJECT: 2021 Student Appointments to City Boards and Committees

INTRODUCTION:

The following students are being recommended by Birmingham Public Schools for appointment to their respective board by the City Commission for the 2021 calendar year. The students will receive agenda packets and are able to participate in all discussions, but will serve as non-voting members of the boards to which they are appointed.

STUDENT	BOARD / COMMISSION
Charles Cusimano	Historic District Commission / Design Review Board
Elizabeth Wiegand	Historic District Commission / Design Review Board
Lauren Morris	Multi-Modal Transportation Board
Justin Schoener	Multi-Modal Transportation Board
Alex Walters	Multi-Modal Transportation Board
Carter Lutz	Museum Board
Aidan Schoener	Museum Board
Daniel Murphy	Planning Board
Jane Wineman	Planning Board
Hadley Lovell	Public Arts Board
Nora Sherifaj	Public Arts Board
R.J. Carrel	Parks & Recreation Board
Alison Chapnick	Parks & Recreation Board
Kyle Sayers	Parks & Recreation Board

BACKGROUND:

In 1996, the City Commission approved a Birmingham Public Schools (BPS) program placing student representatives who are residents of the city on city boards and commissions. This program was designed to establish an educational partnership that has been very successful since its inception.

Students wanting to serve as representatives to city boards and commissions complete an application and go through a selection process by a school district pre-screening committee. The committee membership reviews student applications based on specific criteria and then forward approved applications to the city for appointment consideration.

Attached is a copy of the BPS program with the city along with application materials submitted by the students in the course of the application process.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

N/A

SUMMARY:

Nine Seaholm students and five Groves students have submitted applications for appointment as student representatives on city boards for consideration by the City Commission during the Feb. 22, 2021 meeting.

ATTACHMENTS:

- The following is a list of attachments related to this report:
 - Birmingham Public Schools Program Guidelines
 - Student applications and essays

SUGGESTED RESOLUTION:

To appoint the following students as non-voting members for the calendar year 2021.

HDC-DRB	Charles Cusimano—Groves Elizabeth Wiegand—Seaholm
Multi-Modal Transportation Board	Lauren Morris—Groves Justin Schoener—Seaholm Alex Walters—Seaholm
Museum Board	Carter Lutz – Groves Aidan Schoener—Seaholm
Planning Board	Daniel Murphy—Seaholm Jane Wineman—Seaholm
Public Arts Board	Hadley Lovell—Seaholm Nora Sherifaj—Seaholm
Parks & Recreation Board	R.J. Carrel—Groves Alison Chapnick—Groves Kyle Sayers—Seaholm



A PARTNERSHIP BETWEEN:

THE CITY OF BIRMINGHAM AND BIRMINGHAM PUBLIC SCHOOLS
Student Representatives on City Boards and Commissions

PROGRAM GUIDELINES

I. PURPOSE:

To promote citizenship and student leadership and to encourage future citizen participation in government. The interaction between student representatives and appointed members of city boards and commissions will produce a greater understanding of adult decision making in addition to lending the perspective and ideas of youth. The majority of citizens who volunteer in their later years report that they have done so because of a volunteer experience in their youth. By investing in efforts to support and promote service and volunteerism now, we will be able to count on these individuals to volunteer later in life.

II. BENEFITS TO STUDENTS AND COMMUNITY:

Students will:

- Learn how local city government operates and makes decisions.
- Learn practical ways of helping the community...makes government real.
- Establish a service and volunteer habit for the future.
- Learn how to research data before making community decisions.
- Learn from contact with adult members of city boards and commissions.

Community:

- Will have the unique perspective of youth in decision making.
- Students will learn valuable lessons about public service...grooming them for future public service.
- May have a longer term participation of the student in community affairs.

III. SELECTION PROCESS:

Students wishing to serve as representatives to city boards and commissions should take the following steps:

1. If you have questions and would like to talk with a fellow student, contact student organizers Dounia Senawi at Groves High School or Todd Hertzler at Seaholm High School.
2. Complete a STUDENTS on CITY BOARDS and COMMISSIONS application available in the office of the community service organizer (Groves; Mrs. Dana Cunningham 203-3509 & Seaholm; Mrs. Sheila Brice 203-3725).
3. Submit the application along with two letters of recommendation and a brief personal essay to your school's community service organizer no later than NOVEMBER 22, 1996 at 3 p.m.

All applications will be reviewed by a school district screening committee where one applicant will be chosen to serve on each selected city board or commission.

The screening committee will include the following individuals:

- An administrator from both Groves and Seaholm High Schools (2)
- A student from both Groves and Seaholm High Schools (2)
- The high school community service organizers (2)
- A teacher (1)
- A member of the board of education (1)
- A member of the school district central administration (1)

Note: Administrators from both The City of Birmingham and the Village of Beverly Hills are involved in the development of the Students on City Boards and Commissions project. (The Village of Beverly Hills may also choose to participate at a later date.)

IV. APPOINTMENT PROCESS:

- Each student will be paired up with an adult board member who will serve as their mentor. The mentor will help the student become oriented to issues being addressed throughout their term on the board or commission.
- Each participating board or commission will monitor the attendance and participation of the student representative on their respective boards and commissions, and reserve the right (if necessary) to replace student members from the previously submitted list of qualified students.

V. TERMS:

- Each selected board/commission may have a high school junior as a student representative.

- The application, selection and appointment process shall begin in the fall (this first year being an exception), with the appointment becoming effective on the first day of January. The term of the student representatives shall end on the last day in December.

VII. DUTIES OF STUDENT REPRESENTATIVES:

Student representatives to city boards/commissions will:

- Attend an orientation session on local government and student roles and responsibilities as representatives.
- Attend all meetings scheduled for the specific board/commission to which they have been designated to serve as a student representative.
- Respond to the inquiries of other students regarding the function and role of the particular board/commission on which they serve.
- Prepare a written or oral synopsis on a monthly basis as to the progress of their activities as a citizen board/commission student representative. Meet with other student representatives.
- Perform other duties as identified at the time of appointment.

VII. RESPONSIBILITIES OF PARTICIPATING HIGH SCHOOLS

- The participating schools shall provide options that would enable students to earn credit from their experience on city boards and commissions.
- The participating schools shall designate a program coordinator who shall distribute information and applications to interested students:

Groves High School: Dana Cunningham 203-3509
Seaholm High School: Sheila Brice 203-3725

- The schools shall actively seek student applicants for the participating boards/commissions wishing to sponsor student representatives.
- Each participating school shall participate in an annual review of the program with participating units of government and student representatives.

VIII. RESPONSIBILITIES OF THE PARTICIPATING UNITS OF GOVERNMENT:

- The participating units of government shall provide a list of those boards/commissions selected as appropriate for student representation, the purpose of those boards/commissions, and the meeting locations, dates and times.
- The participating units of government shall provide an orientation session for all student representatives selected to serve on certain boards and commissions.
- The participating units of government shall monitor the attendance and participation of individual student representatives and report any major concerns to the appropriate school program coordinators.
- Each participating unit of government shall be responsible for the formal appointment and termination of student representatives to their designated boards and commissions.
- Each participating unit of government shall participate in an annual review of this program with the cooperating schools and student representatives.

**STUDENT REPRESENTATIVES ON
CITY BOARDS AND COMMISSIONS**



*Birmingham Public Schools
Communications and Family Engagement*

31301 Evergreen Rd. • Beverly Hills, MI 48025

Name: Charles Cusimano Grade: 11 Age: 17

Address: [REDACTED]

Zip Code: [REDACTED] Email: [REDACTED]

Telephone: [REDACTED] School: Groves

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Historic District Commission & Design Review Board
2. Planning Board
3. Multi-modal Transportation Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

I have taken AP US History and AP Government, which will help me with my first two selections. I have also taken Economics which will help me understand budgeting for my third selection.

Please list your involvement in non-school activities:

Travel Baseball, Charity (food bank volunteering)

What personal skills and characteristics do you possess that would make you a good representative?

I am a good leader, and was elected Co-President of the Groves International Club. I am a hard worker in school, sports, and at home. I am a good listener and attentive to details.

How would you be able to schedule your time to function effectively as a student representative?

I plan to attend every meeting. All of the Boards I have selected will fit my schedule, even during high school baseball season. My schedule is flexible, and I am willing to make arrangements to accommodate the Board.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes _____ X _____ No _____

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

_____(see original)_____
Parent(s) Signature(s) _____ Date _____

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Return application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School _____
Liz Sak at Groves High School ___X_____

STUDENT REPRESENTATIVES ON CITY BOARDS AND COMMISSIONS



Birmingham
PUBLIC
SCHOOLS

*Birmingham Public Schools
Communications and Family Engagement*

31301 Evergreen Rd. • Beverly Hills, MI 48025

Name: Charles Cusimano Grade: 11 Age: 17

Address: [REDACTED]

Zip Code: 48009 Email: [REDACTED]

Telephone: [REDACTED] School: Groves

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Historic District Commission & Design Review Board
2. Planning Board
3. Multi-modal Transportation Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

I have taken AP US History and AP Government, which will help me with my first two selections. I have also taken Economics which will help me understand budgeting for my third selection.

Please list your involvement in non-school activities:

Travel baseball, Charity (food bank volunteering)

What personal skills and characteristics do you possess that would make you a good representative?

I am a good leader, and was elected Co-President of the Groves International Club. I am a hard worker in school, sports, and at home. I am a good listener and attentive to details.

How would you be able to schedule your time to function effectively as a student representative?

Student Representatives Application Form

I plan to attend every meeting. All of the Boards I selected will fit my schedule, even during high school baseball season. My schedule is flexible, and I am willing to make adjustments to accommodate the Board.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes ☒ No ☐

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Parent(s) Signature(s)

Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Return application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School

Liz Sak at Groves High School

My name is Charlie Cusimano. I have been a Birmingham resident my entire life. I care about the community, and have benefited from the resources such as the parks and golf courses. I helped my brother, Scott, with his Eagle Scout project to beautify the traffic island at the corner of Northlawn and Latham. I would like to become more involved in directly supporting the city, and learning firsthand how it's government works. My three older brothers were all student representatives on the city's boards. They inspired me to follow in their footsteps. I believe that being a student representative will not only help me become more intimately involved with the community, but it will also help me learn how the Board Members perform their duties, interact with one another, and interact with the community.

Wylie E. Groves High School

20500 West Thirteen Mile Road, Beverly Hills, MI 48025 • 248.203.3500 • Fax: 248.2033636



To whom it may concern making decisions about student representation on Birmingham's City Boards and Commission,

I have worked with Charlie Cusimano as a teacher and baseball coach over the past three years.

When Charlie told me that his three older brothers were all student representatives on your city's boards, it made sense to me why Charlie was such a mature presence on our varsity baseball team during his freshman year. Charlie is an excellent choice as a representative in your organization. He is guided by a strong moral compass, charitable, motivated, committed, and honest. Charlie is a leader both in the classroom as well as on the baseball team. Within the classroom, Charlie exemplifies what it means to be a student-athlete. In my geography course, his emphasis on academics is evident in both classroom discussion and assignment completion. He also has engaged with multiple AP courses. At baseball, he consistently sets an example for the rest of the team in regards to setting the tone for a high-energy practice/game and presenting himself (and our program) with character.

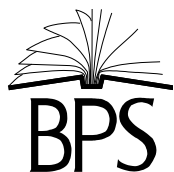
In addition to his work in the classroom and on the baseball field, Charlie has also participated with other extra-curricular activities. Most notably, Charlie was co-President of the Groves International Club. As well as being a member of the Big Brothers/Big Sisters and the National Honor Society; Charlie makes a well-rounded contribution here at Groves High School. In addition to his participation in activities at Groves, Charlie has been active in the community. His older brothers inspired Charlie to be a productive member of Birmingham; where he has called home his whole life. An example of this occurred when Charlie helped with his brother's Eagle Scout project. This application alone proves Charlie's dedication to his community and his desire to impact it positively. Being accepted as a student representative on one of your city board and commissions would allow Charlie an additional avenue to positively impact a community he loves and learn important life skills to continue his dedication to service moving forward.

Charlie Cusimano has been active in our school and community. However, his personality and what he stands for are more reflective of his merits as a member of your organization than a list of his accomplishments. Charlie is dependable, conscientious, energetic, tenacious, and seems to always make me smile every chance I have to interact with him. He conducts himself with integrity. His love for life and optimistic nature are contagious. Charlie brings out the best in others.

I recommend, without reservation, Charlie Cusimano as a strong candidate as a student representative on Birmingham's City Boards and Commissions. If you need additional information to help make your decision, please do not hesitate to contact me.

Thank you for your time and consideration,

Shawn Morrison
Social Studies Teacher
Head Varsity Baseball Coach
Birmingham Groves High School
(904) 753-2399 (cell)
smorrison@birmingham.k12.mi.us



Birmingham Public Schools
Community Relations Office

STUDENT REPRESENTATIVES ON CITY BOARDS AND COMMISSIONS

Application Form
Due January 11, 2021

31301 Evergreen • Beverly Hills, MI 48025

Name: Elizabeth Wiegand Grade: 11 Age: 16

Address: [REDACTED]

Zip Code: [REDACTED] Email: [REDACTED]

Telephone: [REDACTED] School: Seaholm High School

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Public Arts Board
2. Museum Board
3. Historic District Commission and Design Review Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

I am currently the co-vice President of the Seaholm Interact Club, a community service club associated with the Birmingham Rotary. In addition, I am currently enrolled in the Leadership class at Seaholm. 100 students applied, but I was 1 of 31 that were accepted. During my Sophomore year, I was the co-chair of the charity department for Seaholm's field day, for which I recruited others to help collect canned goods for Gleaners at different collection events including one at Market Fresh.

Please list your involvement in non-school activities:

During the summer between my Freshman and Sophomore year, I attended a "Molecules in Medicine" summer camp at Lawrence Tech University. I also practiced my public speaking skills by writing and reading a poem for my Granparents at their 50th Wedding Anniversary Banquet. I am currently a member of the Friends of the Rouge, which is an organization working to restore and preserve our own Rouge River.

What personal skills and characteristics do you possess that would make you a good representative?

I am a very hardworking, creative, and self motivated person who not only possesses many important leadership traits, but is also actively working to improve my leadership skills, so that I can really start to make a positive impact on my community and the people around me.

How would you be able to schedule your time to function effectively as a student representative?

When something is important to me, I make it a priority. I am great at making schedules and sticking to them. I have taken on a rigorous school load and continue in as many school and outside clubs as I can manage, to help and grow in my interests.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes X No

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Christian Wiegand

12/21/20

Parent(s) Signature(s)

Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Email application by Monday, January 11, 2021 to:
Suzanne O'Leary at Seaholm High School, soleary@birmingham.k12.mi.us

Liz Sak at Groves High School, esak@birmingham.k12.mi.us

It is somewhat difficult to pinpoint exactly when my journey as a leader started. In fact, I could argue that I have been leading by example my whole life as the eldest child, of three children born here in Birmingham, Michigan. Although I've never had any trouble leading by example, as I can be very disciplined, I started to become a much more active leader in my freshman year of high school. In the spring of my freshman year, I joined the track team. I met a girl who had diabetes. It prevented her from performing as well as the other girls on the team, but I didn't judge her, I only saw a nice, potential friend. As I got to know her, I discovered that she had a very rough life, but thankfully, I was there to encourage her and provide her with a little distraction. I also remember that one day someone lost a ring after practice. It was already dark out, but when I heard, something inside me made me want to stop and help. We didn't find it that night, but she appreciated the effort. In addition, I ran quite a few errands for the coach. I didn't think much about these things until the night of the award banquet, when to my surprise, I was awarded the No "I" in Team award. I had never won any award like this prior to 9th Grade. I'm not usually recognized for the kindness that I try to spread, and I was ok with that, but this award was truly a great honor. Although it was awarded to me, the award still serves as a reminder of a very important lesson, for leaders and team members everywhere. One does not have to be the star of the team to make a positive impact, all one must do is be kind to others, and put the other team members, and the team itself, before one's own personal interests. This isn't always easy, but it can be easier than you think, the opportunities will present themselves, you just need to do what feels right.

The next time my budding leadership skills were put to the test was in the fall of Sophomore year. I was minding my own business taking notes in AP US History, when my teacher turned to look at me, after hanging up the phone.

She said, "Elizabeth, the Community Service Counselor would like to talk to you."

I was surprised, and frankly a little nervous, because I never get called down to the office. When I got there, she called me into her office and asked me if I would like to be the Charity Co-Chair for Field Day. It was a huge commitment, but it was also the position of my dreams! I could be a part of a major school event, and I could be in charge of my grade's contributions to the charitable aspect of it. It would be a lot of responsibility, but I knew I could handle it.

"Yes!" I still remember my enthusiastic exclamation.

My responsibilities included attending meetings from 3:30 to 5:00 almost everyday for 3 weeks in September, signing up my fellow sophomores for can collection dates, and personally attending each one to make sure that they arrived and did what they signed up for. I also texted people the night before to make sure they could still do it. I took my job very seriously, but that doesn't mean that we didn't have any fun. During our largest can collection event, which was 4 hours, we set up a stand outside of Market Fresh and asked people to donate so that we could go in and buy cans, supporting both the store and our efforts to collect cans for the local food bank, Gleaners. I knew this could be a very long 4 hours, and that it would be hard to ask strangers to give donations, so I found a way to make it fun. I started stacking the cans in the shape of a pyramid. Suddenly, we had, not only a goal and an exciting challenge, but also an intriguing spectacle, a cause that onlookers were quite excited to contribute to. I know that not every daunting task can be turned into a pyramid, but the ability to motivate and inspire others is the mark of a remarkably strong leader or group member, and something I seek to continue to do.

I had so much fun being Charity Co-Chair, when the opportunity arose to apply for Leadership class at Seaholm, I made sure to submit an application. Over 100 students applied, but I was one of the 32 that got in. I have only been in Leadership a short time, but I can already tell that it is helping to build upon many of the Leadership skills that I already possess, as well as those I am yet to master. The term leadership has become an umbrella term that many people use to embellish their college applications, but I'm learning what being a good leader actually means. It requires depth of character, strong communication skills, and dedication. I know that I would be a student representative for a City Board,

and not necessarily the leader, but as someone who would be representing Birmingham teens, these traits are still extremely important and certainly applicable.

I was thrilled to see that many of the City Boards and Commissions are related to things that I am very passionate about. I have always loved art, and I have just recently developed a great interest in history. I am currently both the Secretary and the Vice President of the Seaholm National Art Honors Society. As a member of this organization, I have already contributed to the planning of multiple events including our first art show in the form of a slide show and a display either at a local park or outside of Seaholm. Some of my own work will be featured in it. I am so excited about it, and proud of my contribution. I would love it if I could serve the City of Birmingham and incorporate my passion for art on an even greater scale. .

Although I still remember how much I loved my field trip to the Birmingham Museum, my interest in history was recently sparked over the course of my APUSH class. In fact, APUSH, or AP US History, was my favorite class sophomore year, even after the pandemic hit. Even after the exam, which was already somewhat daunting, became uncertain, and eventually quite different than anticipated. I studied tirelessly for the APUSH exam. By the time I was finished, I was sure I could teach it. Then, when it came time to submit my exam, the internet went out. During only the 30 seconds I had to submit my exam, my internet went out. This was a tremendous testing of my character, unlike anything I had faced before. I knew I would have to study again to keep the information fresh in my mind for the retake, now, nearly a month away. My parents, hoping to relieve some stress, told me not to worry about it, and not to study, but this only made me feel conflicted. I could either give myself the wonderful break I had anticipated or work to ensure my success on the retake. I could have accepted the ridiculously unfortunate and coincidental event as a sign, but no. In the midst of my self-doubt and self-pity, I remembered what I was capable of, so I made a plan. I started doing timed practice essays, and grading them myself immediately after. It was difficult, but at least it wasn't redundant, and it taught me what to expect. When the exam came, I was prepared. I submitted it with 10 minutes to spare, and there was no surprise internet failure. I was relieved, and proud of myself. It would have been so much easier to give up, but I stayed

dedicated to what was important to me, and a couple months later, I found out that I got a 5. Not every project one works on, either by themselves or in a group, works out. Sometimes it might seem like it wasn't meant to, but this mindset does not achieve success. It's the ability to acknowledge one's unfortunate circumstances, and take the opportunity to learn and grow from them that brings one much closer to achieving their goals. There is almost always a solution, which can be found when one considers a situation realistically and implements a logical plan, that will ultimately be beneficial. I was not going to go through and recopy hundreds of pages of notes a second time. I needed a new and more effective method, and with this approach, I found it. As a result of this experience, I've become pretty knowledgeable about US History, and I would love to dive deeper into our rich local history, and help ignite the interest that I have for our Community in others.

The pandemic was a very trying time for me. There were many events at least on par with that of my APUSH AP Exam. I spent a lot of my days biking around Birmingham with my friends or my family, and doing my best to cope with it all. One day, during a family bike ride, I got a notification on my phone. It read, "We are looking for students that would be interested in leadership positions in Seaholm Interact Club, which works with the Birmingham Rotary Club to provide community service opportunities." At first I thought, *Yeah right, I have so much that I'm dealing with right now. How could I ever take that on? I'm not even sure if we will be in person, so how will they have their meetings?* But then, I started to reconsider. I looked out at the Rouge River that I so wanted to help preserve. I remembered how I had joined the Friends of the Rouge in that effort, and how good it made me feel. A position in such an influential community service club would give me so many more opportunities to help and serve this community that I have gotten to explore and connect with as a result of the Pandemic. *Maybe I should apply and see what happens,* I thought. I quickly replied to the message, "Elizabeth Wiegand: Yes, I'm interested." I had an interview the next week, virtually of course. Seaholm's Community Service Counselor, Mrs. O'Leary, asked me what I would be interested in. I told her that I would like to be Vice President. She informed me that that would mean I would be the president the next year, or Co-Vice president if more people apply. I knew it would be an immense amount of responsibility,

but I assured her that I would be up for it. Now, I am the Co-Vice President of Seaholm Interact Club. My duties entail spreading the word about the community service opportunities that we come up with, attending all of the meetings, participating in the events, inviting people to join, and of course, learning everything I can about how the club is managed. This position has already been extremely rewarding. One of my friends decided to become a member of the club as a result of one of my Instagram posts. Also, I have been able to participate in many safe events to serve our Birmingham Community including making Veteran's Day cards. I've learned that It's always good to keep an open mind, even if you aren't in the most pleasant of moods, because you never know what an opportunity might offer.

As a student representative for any of the Birmingham City Boards, I would seek to employ all of the lessons that I've learned from these impactful moments throughout my life, as well as many I have not mentioned. I would like to continue to show kindness and strength of character, inspire and motivate others, demonstrate the utmost dedication, incorporate my passions for art, history, and the City of Birmingham, as well as remain open minded to any ideas and opportunities that come my way. While the lessons I have learned are quite numerous, I certainly have room to improve, and I would be honored if I could continue to learn and grow as a person and citizen of Birmingham, as a City Board student representative.

Seaholm High School

Suzanne O'Leary • 248.203.3725 • Fax: 248.203.3706 • soleary@birmingham.k12.mi.us
2436 West Lincoln Street, Birmingham, MI 48009

January 5, 2021

To Whom It May Concern:

It is a pleasure to write a letter of recommendation on behalf of Elizabeth Wiegand, an 11th grader at Seaholm High School in Birmingham, Michigan. As Community Service Organizer at Seaholm High School, I have had the privilege to work with Elizabeth on several service projects and have observed her leadership skills, commitment to service and compassion to others.

Since her Freshman year, Elizabeth has been a member of the Interact Service Club and she has always been the first to step up to volunteer on the many club service projects such as Gleaners Food Drive, American Red Cross Blood Drive, Bottomless Toy Chest and Lighthouse's Adopt-A-Family. I know when Elizabeth is on a project, it will go smooth because she is dedicated and committed to everything she does. She also encourages others to participate and shows great leadership skills. I was thrilled when she ran and was selected for Vice President of the Interact Club for the 2020-2021 school year. With Seaholm High School learning remotely this past year and clubs unable to gather in-person, it has been challenging to lead a club. But despite the challenges, Elizabeth has continued to show great leadership by helping with zoom meetings and organizing remote service projects such as cards for Veterans and gift donations for struggling families.

Elizabeth is also an outstanding academic student who takes very challenging classes because she has a strong desire to learn and improve herself. I am so impressed how well she is able to balance her academic load with her clubs & activities inside and outside of school. Elizabeth's desire to learn, commitment to serve, leadership skills and her compassion for others make her an ideal candidate for student representative on the City of Birmingham Boards and Commissions.

If you need any additional information, please contact me anytime at soleary@birmingham.k12.mi.us.

Sincerely,

Suzanne O'Leary, PhD



CONTACT



[Redacted email address]



[Redacted phone number]



[Redacted address]



EDUCATION

ERNEST W. SEAHOLM HIGH SCHOOL

Birmingham, MI

GPA: 4.4

SKILLS

- Great listening skills
- Problem-solving abilities
- Displays flexibility and patience
- Hard Working
- Intelligent
- Professional, friendly attitude

ELIZABETH WIEGAND

SUMMARY

I have learned countless lessons through my experience as a Babysitter and Junior Volunteer Counselor. The most important of which have been patience, empathy, problem-solving, and understanding. When working with children or anyone for that matter, there are times when things don't go well, or people get upset. Through my experience in these past positions, I have learned how to address such situations in a calm and open-minded matter. In addition, I believe these experiences have helped me to build my skills in terms of working with others and my enthusiastic reading skills, because story time is always a favorite. Overall, I am willing and would be happy to put my patience, hard work, and people skills into any position available and offered to me.

EXPERIENCE

Babysitter

(Birmingham MI, November 2018-Current)

During this job I care for two boys, age 5 and age 10.

I have worked for Mrs. Pearce during weekends as needed from 2-4 hours in the evenings.



This occupation included, engaging with the boys in non-electronic games, entertaining them, feeding them dinner, washing the dishes as needed, putting them to bed, and reading them stories.



I encouraged conflict resolution and compromise skills for the boys and in the process helped to further develop my own.



I also helped to encourage development of reading skills with storytelling and phonetic practice.



I maintained safe environment for children inside the residence property and performed light housekeeping as needed by family members.



I also presented regular reports on well-being of children when requested and supervised interaction between siblings and peers for safety and courteous interactions.



I administered first aid and basic health care for minor injuries and illnesses as needed.

(Birmingham MI, January 2019- June 2019)



During my freshman year of High School, I worked for Mrs. Rettmann by going to her house after school to watch her youngest children one infant and one toddler while she picked up her eldest child from preschool.

Junior Camp Counselor

(VBS at Lutheran Church-The Redeemer, Birmingham MI, June 2016- June 2019)

During my second year, I worked in a classroom helping to put on name tags, answer questions, and guide the young children through the hallways. In my most recent year of volunteering as a classroom helper, I helped first graders in my classroom learn Bible verses, learn the sign language motions for the songs, and donate to this past year's fundraiser for supplying families in Africa with a goat and two chickens. This job experience is important to me because I was introduced to working with children in a learning environment and it helped me to further develop my leadership and problem-solving skills. I also enjoyed knowing the children I helped learn and feel included, would leave the Vacation Bible School with the beautiful messages of salvation, forgiveness, and love that will stick with them and comfort them through life's challenges.

Honors and Awards

1. Track -Seaholm Girls Varsity Track and Field Award (NO I in TEAM), 2019
2. Seaholm Forest Fire (Literary Magazine) Cover Contest winner (My painting for the Winter Wonderland Art theme won.)
3. Piano-Federation Competition, superior rating
4. Cello-member of Seaholm Electric Ensemble, and Solo/Ensemble 1st division ratings
5. National Honor Society-member
6. Art National Honor Society-officer

Leadership Positions

1. Seaholm Field Day, asked to be Charity Co-Chair, 2019
2. Co-VP of Interact Club (making cookies, cards, signs, for causes such as mental health awareness)
3. VP and Secretary for the Art National Honor Society
4. Teen Advisory Board (Baldwin Public Library)
5. Leadership class-got in and currently enrolled

Volunteer/Clubs

1. Links-member (played games and decorated cookies with Links classmates to help everyone in our school community feel included.)
2. Club SOS-member (loaded Gleaners bus-on the news, made decorations for UMatteer week, Moonbeams for Sweetdreams)
3. BYA (Birmingham Youth Assistance), played the Cello for their Breakfast with Santa event at the Townsend Hotel
4. YAB (Youth Action Board)-attend meetings to discuss/give ideas on topics related to helping peers with drug or alcohol issues.
5. Green Club-member, fundraising and making posters, picking up trash
6. French Club-member
7. Student Congress-member, made candy decorations, planning of spirit week for getting over blues, cut out names for UMatteer week
8. Lutheran Church of the Redeemer Youth Group member-Christmas caroling/card making at Evergreen Nursing Home.
9. Robotics-member, working with VEX robot
10. IZOSH-member, women helping women getting loans
11. Friends of the Rouge River-Member

Academic Accomplishments

1. Level 5 on US History AP exam
2. LTU (Lawrence Tech University) science course/camp-Molecules in Medicine



**STUDENT REPRESENTATIVES ON
CITY BOARDS AND COMMISSIONS**

Birmingham Public Schools

Communications and Family Engagement

31301 Evergreen Rd. • Beverly Hills, MI 48025

Name: Lauren Morris Grade: 11th Age: 16

Address: [REDACTED] MI

Zip Code: [REDACTED] Email: [REDACTED]

Telephone: [REDACTED] School: Wylie E. Groves High School

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Parks and Recreation Boards
2. Multi-Modal Transportation Board
3. Planning Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

In school, I have been a member of the Women's Empowerment Club and taken a debate class. I've had the opportunity to participate in discussions and come to a good conclusion. They've helped me develop critical thinking and analytical skills and apply them to issues I think need to be addressed. I'm also an AP Lang student, so I've developed many skills to make my point come across clearly.

Please list your involvement in non-school activities:

- DTE Holiday Meals on Wheels
- DTE North End Neighborhood Community Program
- ReLeaf Black Bottom Park
- DTE Coats for Kids
- EPA (United States Environmental Protection Agency) City Cleanups
- Brilliant Detroit Virtual Literacy Mentor
- Goldfish Swim School Instructor and Lifeguard

What personal skills and characteristics do you possess that would make you a good representative?

I am charismatic, witty, respectful, and reliable. I consistently display enthusiasm, personal drive, and the willingness to learn, while also being a team player. I exemplify a positive attitude and honesty. I'm resourceful and demonstrate leadership, but graciously accept constructive criticism. I'm attentive to detail and independently take initiative to complete any task at hand. I'm also steadily involved in my community and aim to have a beneficial influence and impact on society.

How would you be able to schedule your time to function effectively as a student representative?

I always schedule high priority activities first and foremost. Being a student representative on the city board or commissions would definitely be high priority for me. I plan my schedule very methodically and make sure I have an adequate amount of time to complete everything meticulously.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes ✓ No

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Mr. R. L. Morris 1-10-21
Parent(s) Signature(s) Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Return application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School _____
Liz Sak at Groves High School ✓

City Boards Application Essay

As it relates to focus, if I am elected, I will continue doing what I have been doing for the past 3 years of my high school career, which is working collaboratively and cooperatively with others and being an active contributor to my community, which I am thoroughly, unequivocally convinced will be necessary in order to produce substantial change and improvement. As a student representative, I would be better positioned to help build a better community.

I believe every member of any community possesses the right to feel safe and represented in their own environment. When most people hear "government", minds immediately rush to Congress. However, what many people fail to recognize is how your local government has the most direct influence on your life. Local government leaders are also working each day to find new and innovative ideas to solve local issues and I would love to be part of that problem solving process. With all of the chaos going on in the world, it would bring a great sense of tranquility being involved with the City Board.

In addition to being able to identify, relate, and represent the needs of community members, I have received a plethora of experience in communicating and collaborating with individuals with several community service events. These communication and organizational skills would serve me well as a member of the City Board. I have strong human ethics and morals and always live and act by them. I display an immense sense of social responsibility and think I could be a very beneficial member as a student representative.

It is my hope that I will be considered for this position and opportunity to serve my fellow citizens. Thank you for your time and consideration.

Wylie E. Groves High School

248.203.3500 • Fax: 248.203.3636
20500 West Thirteen Mile Road, Beverly Hills, MI 48025

January 5, 2020

Lauren Morris has developed into a confident student that has maintained high academic performance in the honors program despite increasingly more challenging classes. She has become very independent and takes full responsibility for her academic work and extracurricular activities. Lauren has immersed herself in the work in creating a better America. She is involved Groves Women's Empowerment Club, Brilliant Detroit Virtual Literacy Mentor and EPA (United States Environmental Protection Agency) City Cleanups just to name a few.

Lauren is very mature and approaches her workload with an astute sense of objectivity. She processes constructive criticism well and is always willing to go the extra mile in order to take her work to the highest level of formal and conceptual refinement. Lauren has a very methodical creative process; she develops her concepts thoughtfully, attends to precision with confidence, and utilizes tools in appropriate ways to attack problems. Once Lauren puts her mind to achieve, she works with accuracy and purpose. Her skills of intuitiveness and number sense are highly developed and she has an incredibly astute attention to detail. In addition, I have been impressed by Lauren's ability to couple her attention to detail with a broader focus that allows her to consider how effectively her relationships, extracurricular activities and personal goals function as a whole. All in all, Lauren is an incredibly well-rounded young woman, who has found a way to balance all of the aspects of learning and participating in a variety of activities with apparent ease.

In looking ahead to Ms. Lauren's future, I am certain that she will be ready to tackle the rigorous and challenging roadblocks that are inevitable in young adulthood. Lauren will not take the path of least resistance, but instead will push herself to continue to grow and develop as a creative thinker. She will immerse herself in any new community and will share her energy, enthusiasm, commitment and talent with peers and future colleagues. Lauren is an exceptional candidate.

Please feel free to contact me if you have any further questions.

Sincerely,

Norman C. Hurns, Sr.
School Counseling Department Chair
Wylie E. Groves High School
nhurns@birmingham.k12.mi.us



Birmingham Public Schools
Community Relations Office

**STUDENT REPRESENTATIVES ON
CITY BOARDS AND COMMISSIONS**

Application Form
Due January 11, 2021

31301 Evergreen • Beverly Hills, MI 48025

Name: Justin Schoener Grade: 11 Age: 16

Address: [REDACTED]

Zip Code: [REDACTED] Email: [REDACTED]

Telephone: [REDACTED] School: Seaholm

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Parks
2. Advisory parking
3. Multi-modal transportation

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

one class that I did that would help me qualify is
micro economic

Please list your involvement in non-school activities:

some things I do are Karate, skiing and running

What personal skills and characteristics do you possess that would make you a good representative?

I work well with other people and I like to help others

How would you be able to schedule your time to function effectively as a student representative?

I like to plan ahead on what I have to do. This will be a priority

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes ☒ No ☐

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Parent(s) Signature(s)

1/14/21
Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Email application by Monday, January 11, 2021 to:
Suzanne O'Leary at Seaholm High School, soleary@birmingham.k12.mi.us

Liz Sak at Groves High School, esak@birmingham.k12.mi.us

Community is important for many reasons. It brings people together, helps people and improves lives for the people who live there. I am very lucky to live in a community like this. I have lived here my whole life and have many good memories with our city. I am lucky to live here with so many parks, trails and events put on by Birmingham.

When I heard about this opportunity I was very interested. I transferred to Seaholm in my sophomore year. There has not been a chance to join many things right now and I have been looking to get involved in something that interests me. My parents have told me that young people are growing up with a bad example of how our government works. I would like to see the other side. I would like to see how people work together even though their opinions and thoughts might be different from each other. I believe when we listen to other sides we can make better decisions in the end. Birmingham is amazing because everyone wants what is best for our city and everyone works together to make this happen.

I believe serving on a board is a great example of this. There are new ideas discovered and problems are solved that improve the way our city runs. When you care about your community people must come together to find a solution or find a new way to improve things. I would be honored to be involved in a board to learn more about how our city works and to contribute by listening to others, sharing ideas and making Birmingham the best place to live in Michigan.

Seaholm High School

Dan Drapal, Seaholm High School Teacher • 248.203.3700 • Fax: 248.203.3706 • Email ddrapal@birmingham.k12.mi.us
2436 West Lincoln Street, Birmingham, MI 48009

January 11, 2021

To Whom It May Concern:

On behalf of Justin Schoener, a Junior attending Seaholm High School in Birmingham, Michigan, it is my pleasure to write this letter of recommendation in consideration for the student representative on the City Boards and Commissions Program. I have known and worked with Justin for the past 2 years. Justin is someone that likes to learn from experience, and challenges himself to find what works for him. Justin is looking to get involved in more things in the community to get a better understanding of how our government works at the local level, and how people in our government work together and how the process works. I think this is a good opportunity for him that will translate to a great learning experience for him.

Please reach out our contact me if I can answer any questions about this recommendation further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Drapal', with a large, stylized flourish extending to the right.

Dan Drapal M.A.

Seaholm High School
Birmingham, Michigan 48009
248-203-3700
ddrapal@birmingham.k12.mi.us



Birmingham
PUBLIC
SCHOOLS

**STUDENT REPRESENTATIVES ON
CITY BOARDS AND COMMISSIONS**

***Birmingham Public Schools* Application Form *Community Relations Office Due*
January 11, 2021**

31301 Evergreen • Beverly Hills, MI 48025

Name: Alex Walters

Grade: 11th

Age: 16

Address:

[REDACTED]

Zip Code:

[REDACTED]

Email:

[REDACTED]

Telephone:

[REDACTED]

School: Seaholm High School

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Multi-Modal Transportation Board
2. Planning Board
3. Parks and Recreation Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

I think that my public speaking skills, ability to advocate for others, and general community involvement qualify me for the position. I have spent years speaking in front of large crowds whether it be in local productions or Model United Nations conferences, in those activities I learned to clearly and concisely communicate other's perspectives. As far as relevant coursework, I completed a leadership class at Seaholm during my sophomore year, where I first learned about the principles of leadership through assigned readings and in class discussions, and then applied them in a community service project where I organized a formal debate with of Seaholms ESL students, so that they could sharpen their english communication and research skills. I also am currently in an economics class at Seaholm, and I am studying for the AP Microeconomics exam, as well as the AP U.S. Politics and Government exam. I think that those

subjects give me a good framework for local government and the economic issues involved. I have also been a Birmingham resident my whole life, I've loved the fairs in the summer and the tree lightings in the winter, I discovered my love public speaking at the community house's summer theatre camp, and as long as I can remember I've loved to bike around our beautiful city. The services and programs the city provides have been an important part of my whole life, and I would love to take part in creating them.

Please list your involvement in non-school activities:

- I am deeply involved in theatre, both at my school and at many local community theatres. I have acted in over 20 productions, and recently assistant directed a musical at the St. Dunstan theatre.
- I am in the seaholm marching band, and have been a section leader in the percussion section for two years. I led a pretty large group of people (10-30 depending on the day,) and had to communicate their needs and concerns with higher leadership, and teachers and instructors.
- For the past two years I have been the treasurer of Seaholm's model United Nations, and I was awarded an honorable mention for the "Most Honorable Delegate Award" at the University of Michigan Model United Nations in my freshman and sophomore year.
- I also spend a lot of time working on political causes that I believe in. I have planned protests, advocated locally for bike paths and police reform, and recently I have been doing a lot of phone-banking: initially for the November elections, and more recently for the Georgia runoff senate elections.
- I am a member of the Seaholm Nation Honor Society.
- I have competed with the Seaholm mock trial club.

What personal skills and characteristics do you possess that would make you a good representative?

I think that I have the maturity necessary to act as a proxy for Birmingham's student community as a whole, rather than in my own self interest. I believe my ability to communicate with others, and relay those opinions and concerns in a clear and concise way would make me a great representative. As I understand it, a student representative is not present to voice what they think, and make sure their commission considers what they personally believe: Instead, they are supposed to represent the views of the student community as a whole. I am good at advocating for, and defending opinions that I may not necessarily agree with, and my hope is that if I am selected, I will be able to properly represent all students, even when I may not agree with their consensus.

How would you be able to schedule your time to function effectively as a student representative?

Truthfully, I am a very busy person, and while that may be seen as a downside, or a characteristic that would keep me from having the time to properly fill the position, I see it as one of my strongest attributes. Admittedly, in the past, I have overscheduled myself, last fall I decided to resign from the Seaholm debate team because I felt I wasn't fulfilling all of my obligations to the best of my abilities, simply because I was stretched too thin. But I think that I have struck a nice balance with my courses and club, and I believe I would be very capable of perfectly fulfilling the student representative position. The way I see it, someone who has all the time in the world to focus on their commission wouldn't be able to properly represent a diverse array of views because they're not exposed to them. If I am selected for the position, I would try to commit to acting as a representative at all times, so my involvement in many different clubs and communities would not hamper my

ability to commit to the position, instead it would allow me to hear many different perspectives and opinions on the issues that I would be considering in a commission. If anything, my extensive involvement within the student community would make me a great proxy for all kinds of students, and allow me to see beyond my own beliefs.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes ____ X ____ No ____

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

____ Irit Walters _____ 12-24-2020 _____
Parent(s) Signature(s) Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Email application by Monday, January 11, 2021 to:
Suzanne O'Leary at Seaholm High School, soleary@birmingham.k12.mi.us

Liz Sak at Groves High School, esak@birmingham.k12.mi.us

My name is Alex Walters, I am a junior at Seaholm high school, and I am extremely excited about the opportunity to serve on one of Birmingham's boards or commissions. I have lived in Birmingham my whole life, and the city's programs have had a tremendous impact on me. I fondly remember movie nights in booth park, and waking up every summer Sunday, excited to bike to the farmers market. I reminisce about the moment of joy I felt as my stomach dropped riding "The Scrambler" at the summer fair, and the less joyous puking that followed. I discovered my love of public speaking at the community house's summer theatre camp, and developed what has become a lifelong obsession with books in the Baldwin library. So, given the importance of our local government in my life, it would be a privilege to serve my community on any one of the city's commissions or boards.

I believe am uniquely qualified for the position due to my maturity, communication skills, and community involvement. I believe that I have the maturity and responsibility to act as an accurate proxy for the student community, and that I can advocate for the views of Birmingham's student body, even when I may not agree with the consensus. I also think that I have the communication skills necessary to defend those views, as I have served as a section leader in the Seaholm marching band, been a leading member of Seaholm's model United Nations club, and have been extensively involved in local theatre. I think that the communication and leadership skills I learned in those positions would allow me to clearly and concisely, communicate and defend the interests of Birmingham's student community. As for gathering those interests, I am involved in a variety of clubs, classes, and groups within my school and community, which expose me to a diverse set of viewpoints that I could bring into a commission or board. Overall, my ability to source the opinions of the

student body and advocate for them well would make me a great candidate for the position.

I am deeply interested in politics and government, and would love this opportunity to see how it functions first-hand. If I were to be selected, I would be honored to represent the student community on any board or commission, and would treat every issue with the utmost dedication and respect. Thank you.

To Whom It May Concern:

I am writing you this letter of recommendation on behalf of my student, Alex Walters. For the past three months, Alex was enrolled in my AP Language and Composition class.

What truly impressed me about this young man was his courage to speak in a class where he was the new student. Relationships had already been established before the school year began and most of my students were friendly with each other and felt comfortable in the setting. Alex, however, catapulted himself into the world of Zoom and spoke with clarity, sophistication and a tremendous amount of intelligence. His extensive vocabulary impressed me each and every day; and I noticed his maturity was more of a young man, than a teenage boy.

He is a respectful, hard-working individual who sought to challenge himself every class hour. Alex asked questions when he needed clarification and demonstrated grit consistently. His hard work and efforts paid off in the end, earning him an A in my class. His character provided me the belief that teenagers are resilient individuals and simply want their voices to be heard in society. Alex had much to say – and I waited and admired when he spoke.

I would highly recommend Alex for any position. His role in my class was instrumental and his insight was profound. He will be a great asset to any organization he joins.

If you have any further questions about Alex, please contact me and I will be happy to assist.

Sincerely,

Sharan Nayak
Seaholm High School
snayak@birmingham.k12.mi.us



Birmingham
PUBLIC
SCHOOLS

**STUDENT REPRESENTATIVES ON
CITY BOARDS AND COMMISSIONS**

*Birmingham Public Schools
Communications and Family Engagement*

31301 Evergreen Rd. • Beverly Hills, MI 48025

Name: Carter Lutz Grade: 11 Age: 17

Address: [REDACTED]

Zip Code: [REDACTED] Email: [REDACTED]

Telephone: [REDACTED] School: Groves High School

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Museum Board
2. Parks and Recreation
3. Multi Modal Transportation

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

Student Advisory Committee, DECA, Big Brother Big Sister, Interact Club
Student Ambassador

Please list your involvement in non-school activities:

Yael Ezri, REVEARABLE, orchards teen board, Wish upon a teen.

What personal skills and characteristics do you possess that would make you a good representative?

I am an active participant in my school community and local community. I am a good mentor and leader and my experience as a big brother in and out of school has shaped me to be that.

How would you be able to schedule your time to function effectively as a student representative?

Student Representatives Application Form

I have an open schedule and can do a meeting any time²

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes

No

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.


Parent(s) Signature(s)

11/6/2021
Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please include one letter of recommendation from an adult who knows you at school and who knows your activities outside of school.

Return application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School

Liz Sak at Groves High School ☒

Carter Lutz

1-9-21

Dear Selection Committee,

I believe I would make an excellent student representative for the city of Birmingham. Growing up in Birmingham my whole life, I've seen the growth of the city and I would love to be a part of the experience. My father and grandfather have been key developers in the city of Birmingham, I have really admired what they've done for the city. I now see it as my job to continue to help out Birmingham. Several of my extra curricular activities are dedicated to helping out my local community and I believe this would be an excellent opportunity for me to continue to expand on that. My first choice for joining the board is to be on the museum board. History is a passion of mine and I am very interested in bringing what I know of history to the museum board committee. Thank you for considering me for a position.

Wylie E. Groves High School

Dr. Susan Smith, Principal • 248.203.3500 • Fax: 248.203.3636 • SSmith4@birmingham.k12.mi.us
20500 West Thirteen Mile Road, Beverly Hills, MI 48025



January 12, 2021

To Whom It May Concern:

I proudly submit this letter of recommendation on behalf of Carter Lutz. I have had the wonderful opportunity to get to know Carter through my capacity as his school counselor. Carter is a diligent student and has earned himself a weighted GPA of 4.02. Carter immersed himself in several AP and Honors level courses at Groves High School. I highly recommend Carter for the student representative board for Birmingham.

Carter is a leader and he will without a doubt achieve his goals just as he has done so throughout high school. Carter sets goals specifically to get involved with community service, student leadership development and future participation in local government. Carter is kind, dedicated, compassionate, diligent and creative. He juggles many extracurricular activities while maintaining a high GPA at Groves High School. Carter plays tennis and golf at Groves, and he is a member of multiple clubs including Interact Club, DECA and SAC just to name a few.

Carter continues to become involved in new leadership activities. As soon as the beginning of this year, Carter joined the Big Brothers Big Sisters club, became a Student Ambassador, and he is running for president on the Student Advisory Committee. His work-ethic and commitment to his peers truly amaze me. I am certain that Carter would be the best candidate for the board as you seek our next generation of leaders. He is not afraid to give input or help out where necessary.

I highly recommend Carter Lutz for admission. Carter will be an absolute gain and positive addition to the student representative board for Birmingham. Please feel free to contact me if you have any further questions.

Sincerely,

Jaimie Barksdale
School Counselor
Wylie E. Groves High School
JBarksdale@birmingham.k12.mi.us



Birmingham
PUBLIC
SCHOOLS



Birmingham Public Schools
Community Relations Office

**STUDENT REPRESENTATIVES ON
CITY BOARDS AND COMMISSIONS**

Application Form
Due January 11, 2021

31301 Evergreen • Beverly Hills, MI 48025

Name: [REDACTED] Grade: 11 Age: 16
Address: [REDACTED]
Zip Code: [REDACTED] Email: [REDACTED]
Telephone: [REDACTED] School: Seaholm

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. MUSEUM Board
2. Parks and recreational Board
3. Planning Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

I think speech or econ are classes that I have taken. speech has
improved my public speaking which will help with this.

Please list your involvement in non-school activities:

Black belt in karate
skiing

What personal skills and characteristics do you possess that would make you a good representative?

I have an interest in our community and i follow through

How would you be able to schedule your time to function effectively as a student representative?

this would be a priority and I am good at managing
multiple activities.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes ☒ No ☐

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Parent(s) Signature(s)

1-14-21

Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Email application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School, soleary@birmingham.k12.mi.us

Liz Sak at Groves High School, esak@birmingham.k12.mi.us

City board essay

In this essay I will be addressing the prompt why I should be allowed as a student representative in the community. My name is Aidan Schoener, I am 16 and a junior at Seaholm Highschool. I have experienced our city first hand without thinking much about how it functions and who runs it. Until recently I would have never thought about joining this committee and trying to improve this city. When this opportunity was explained to me I came to realize this work might not be just a title but could be a way to prepare me for future experiences.

There are several reasons I feel qualifies me to join the Student Committee. First of all I have lived in Birmingham my entire life experiencing events like the Birmingham fair and visiting its past through the Birmingham Museum. Knowing Birmingham and living in it makes it so I can make decisions with more thought behind them. Also I can use my experience to make yearly events like the fair more catered to my age demographic. Putting aside just living in Birmingham I am able and willing to put in hours of work. If I were to join I would try my hardest to live up and exceed what is expected of me as a student representative. Although this type of experience would be new to me I can guarantee I would work to adapt to any problems that come my way. I know just saying I try hard isn't enough to convince anyone of that but it is said that actions speak louder than words which is what I intend to prove if i'm chosen. Although actions are important I think passion is equally important. Lately I've been looking at different community service opportunities to gain experience for the future but this one caught my eye. I found opportunities with less work or ones that might be more practical but I'm just genuinely curious about what goes on when you look a little deeper into how Birmingham runs. I know I could just search up all this stuff but I would prefer to learn first hand.

Why should I be a student representative? I should be a student representative because I love Birmingham, I take action if needed, and I'm passionate regarding learning more about Birmingham as a whole. I will be very proud to serve and contribute to our great community.

Seaholm High School

Dan Drapal, Seaholm High School Teacher • 248.203.3700 • Fax: 248.203.3706 • Email
2436 West Lincoln Street, Birmingham, MI 48009

ddrapal@birmingham.k12.mi.us

January 11, 2021

To Whom It May Concern:

On behalf of Aidan Schoener, a Junior attending Seaholm High School in Birmingham, Michigan, it is my pleasure to write this letter of recommendation in consideration for the student representative on the City Boards and Commissions Program. I have known and worked with Aidan for the past 3 years. He is a dedicated student and strives to do his best in everything he does. He has wonderful organizational skills, and will no doubt take this role seriously. After speaking to Aidan about these responsibilities, he is looking forward to the opportunity to have a role in the community and create new experiences that he can apply later in life.

Please reach out our contact me if I can answer any questions about this recommendation further.

Sincerely,



Dan Drapal M.A.

Seaholm High School
Birmingham, Michigan 48009
248-203-3700
ddrapal@birmingham.k12.mi.us

CITY BOARD APPLICATION FORM

Name: _____ Daniel Murphy _____ Grade: _____ 11 _____ Age: _____ 16 _____
Address: _____ [REDACTED] _____ Zip Code: _____ [REDACTED] _____
Email: _____ [REDACTED] _____
Telephone: _____ [REDACTED] _____ School: _____ Seaholm High School _____

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Planning
2. Parks + Recreation
3. Museum

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

During middle school I participated in an afterschool program called Leadership Team, in which I helped organize school events and other activities.

This year, at Seaholm, I am currently taking a class called Leadership A, in which we study the qualities of leadership and participate in leadership building exercises. I will also be taking a class called Leadership B next trimester, which is similar to Leadership A. I submitted a short response and met the grade requirements in order to be admitted in the Leadership courses.

Please list your involvement in non-school activities:

I have been in Boy Scouts for several years, and I organized and executed my Eagle Scout Project last year. My project was the painting of a map of the United States in the parking lot behind Birmingham Covington School (BCS). I attended BCS for middle school, and thought it would be a great place to do my Eagle Scout project. The project was a great leadership experience because I organized those in my troop to help with the project.

What personal skills and characteristics do you possess that would make you a good representative?

For the Citizenship in the Community merit badge (Boy Scouts), I actually attended a meeting of the Birmingham planning board with my troop. From attending this meeting, I noticed several characteristics of the board members: I noted that they were patient, considerate, polite, and inquiring. I believe I have all these characteristics, and therefore would be a good representative.

How would you be able to schedule your time to function effectively as a student representative?

I will keep a schedule of all city board meetings for the year, and I will input them in the calendar on my phone so I don't forget.

I will set aside time for each meeting and ensure that other events I have are rescheduled if possible.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes, I would.

Parent(s) Permission: I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Barbara Barko Murphy
Parent(s) Signature(s)

Jan. 6, 2021
DATE

CITY BOARD APPLICATION ESSAY

My name is Daniel Murphy. I am a junior at Seaholm high school in Birmingham. I am interested in sitting on the planning board for the city of Birmingham for several reasons. Foremost, I believe sitting on a city board will be a great opportunity for me to learn more about my community. Sitting on a city board will also be personally very interesting for me since I would like to understand more about the process to get something approved and built. I believe sitting on a planning board would look good on my college application as well. If selected to sit on a board, I will meet people serving in city government and I believe this can be beneficial in many ways.

I attended a Birmingham city planning board meeting a year ago and I enjoyed listening to the builders and architects present to the council. One development in question was a building on the former location of Peabody's restaurant. Council members were concerned that the lack of windows on one side of the building would be unfavorable to those living in the building next door. I found visuals that were presented to the council fascinating and most of the meeting interested me.

I encourage you to consider me for a seat on the Birmingham city planning board. I am excited to understand more about how Birmingham is developed and the role a city planning board has in regulation and zoning laws. I am currently taking a leadership class at Seaholm high school and completed my Eagle Scout project last year.



2436 W. Lincoln
Birmingham, MI 48009

January 6, 2021

To Whom It May Concern:

I am writing on behalf of Daniel Murphy, an 11th grade student at Seaholm High School in Birmingham, Michigan. I have had the pleasure of knowing Daniel for three years. Initially, I met him as a student in my freshman English course; I then had him as a sophomore in my Honors English 10 course, and now as a junior, he was selected for my Leadership A and B classes. I can truly say that Daniel is an outstanding student and a unique individual.

Academically, Daniel excels at every challenge that is placed before him. He is diligent regarding homework, and is consistently participatory during class. His work ethic is unparalleled, and I am constantly pleased with his dedication to learning. Daniel continuously amazes me with his drive and determination to complete a task in the most creative and productive manner, while always carrying an upbeat and positive attitude. He is inquisitive, and his curiosity is contagious within the classroom setting. Daniel is equally comfortable asking for help, as he is offering his assistance, in any circumstance. His peers are at ease around him, and he is able to work collaboratively with all students. When involved in a group project, Daniel's natural leadership comes through, and he utilizes this gift to encourage his peers. He understands the value of scholastics and hard work, and demonstrates his eagerness for knowledge on a daily basis. He is an active learner both in the classroom and in his personal endeavors.

Perhaps what is most impressive to me concerning Daniel is his character. He is determined, hardworking and focused, yet never appears unapproachable. In the classroom and in the hallway, Daniel is naturally engaging and curious about others' lives, helping to create a sense of community. Notably, Daniel was selected out of approximately 670 students, to take one of 35 spots in my Leadership course. His reputation as a leader in our school qualified him to be a part of this highly selective class. Fortunately, he is also a master of time management, which is an accomplishment considering his challenging academic schedule. In addition to maintaining an impressive GPA, Daniel utilizes his leadership skills as an Eagle Scout; he has completed his final Scout project and will be celebrated in a ceremony this spring. His fellow students respect his vision and believe in his positive nature. Honestly, Daniel's optimistic outlook truly makes my day more enjoyable. He enters my classroom with a smile, and is one of the politest teenagers that I have ever had the pleasure of knowing. His attitude is infectious, and he has a natural ability to make any situation more relaxed and pleasant for everyone involved. Daniel has mastered a unique balance of optimism, intelligence, and genuine curiosity about others, which is refreshing to see in a high school student.

Obviously, I am quite fond of Daniel. I am impressed by his personal attributes as well as his academic achievement. He is a conscientious, grounded, and empathetic young man who handles any setbacks with poise. The attributes that Daniel brings as both a student and a person make me certain that he will have a positive impact on our world.

If you have any further questions, please do not hesitate to contact me at scanfield@birmingham.k12.mi.us.

Sincerely,

Samantha Canfield

STUDENT REPRESENTATIVES ON

CITY BOARDS AND COMMISSIONS

Birmingham Public Schools Application Form Community Relations Office Due January 11, 2021

31301 Evergreen • Beverly Hills, MI 48025

Name: Jane Wineman Grade: 11th Age: 16

Address:

Email: Telephone: School: Seaholm High School

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Planning Board

2. Public Arts Board

3. Parks and Recreation Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

Classes: AP lang, AP econ, and ASL

School Activities: STUCO (student government), JOI (junior optimist club. I'm also on the board for social media within this club), SOS (Seaholm Offers Support), Green Club, New Student Welcome Committee, NHS (national honors society), Seaholm Varsity Tennis, raised money for mums (tennis fundraiser), I gardened for the school, donated hygiene products for my ASL class, and I passed out flyers for a 5K race in Birmingham.

Please list your involvement in non-school activities:

I work at Seven Greens (Birmingham restaurant) and periodically babysit for my neighbors. I've helped out at the Children's Center in Detroit where I made blankets and set up a gift shop for Christmas. I helped wrap gifts during Hanukkah for needy families and I wrote inspirational letters and raised money for people in prisons during the pandemic. And lastly, I have participated in the Beaumont Moon Beams light show event.

What personal skills and characteristics do you possess that would make you a good representative?

I believe that I have strong communication skills, clear ideas, leadership ideals and I like to problem solve. Additionally, I believe that I am resourceful, creative, independent, and hard-working.

How would you be able to schedule your time to function effectively as a student representative?

I would schedule my time to function effectively as a student representative by writing things down in my calendar, I would cancel or move activities around so I can be present, and I would do this all in advance so I can stay organized instead of double booking myself.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes No

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

____Heidi Wineman____1-9-21_____

Parent(s) Signature(s) Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

There are several reasons why I would like to be a student representative on the Birmingham City Board Commission. First of all, I was born and raised in Birmingham and have attended the public schools my whole life. During this time, myself along with my family has taken advantage and enjoyed many of the activities our city has to offer. I would very much welcome an opportunity to contribute and give back. Also, I pride myself on being a hard-working student, daughter, and friend. I always aim to put my best into everything I do because I believe that hard work and effort gains the best outcome. I like to be inclusive and a good listener when it comes to a dispute, activity, or a sport. Lastly, I feel that everyone, myself included, has feelings and a voice to be heard. With this notion I hope this parlays into a position on your board. Thank you for the consideration.

Please include one letter of recommendation from an adult who knows you at school and who knows your activities outside of school.

Email application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School, soleary@birmingham.k12.mi.us

Liz Sak at Groves High School, esak@birmingham.k12.mi.us

12/2020

Seaholm High School

Suzanne O'Leary • 248.203.3725 • Fax: 248.203.3706 • soleary@birmingham.k12.mi.us
2436 West Lincoln Street, Birmingham, MI 48009

January 11, 2021

To Whom It May Concern:

I am writing this letter in regards to Jane Wineman, an 11th grader at Seaholm High School in Birmingham, Michigan. As Community Service Organizer at Seaholm High School, I have had the pleasure to work with Jane in service clubs and with volunteer opportunities at Seaholm. Jane has always shown dedication to her community and great leadership.

Jane has been a member of Club SOS (Schools Offer Support) since freshman year and she has stepped up to volunteer on many service projects such as the SOS Fundraiser, which raises money to support families in need in our community and the Beaumont Moon Beams for children spending the holidays in the hospital. I have also worked with Jane on the New Student Welcome Committee where she has volunteered to mentor and welcome new students to Seaholm High School.

Jane is also involved in many other clubs and activities both in school and out of school. This past year Jane took on a leadership position in the Junior Optimist Club, which meets regularly to discuss and organize local service projects and volunteer opportunities that make a difference in the community.

Jane's commitment her community, leadership skills and her desire to help others make her an ideal candidate for student representative on the City of Birmingham Boards and Commissions.

If you need any additional information, please contact me anytime at soleary@birmingham.k12.mi.us.

Sincerely,

Suzanne O'Leary, PhD
Community Service Organizer
Seaholm High School

Student Representative on the City Boards and Commissions

Application

Name: Hadley Lovell Grade: 11 Age: 16

Address: [REDACTED]

Zip Code: [REDACTED]

Email: [REDACTED]

Telephone: [REDACTED]

School: Seaholm High School

Board Preferences

1. Public Arts Board
2. Planning Board
3. Parks and Recreation Board

1. Art is my life, something that runs through my veins. I have taken several drawing classes as well as interior design. This course work has helped me develop not only as an artist but into a person who realizes that art is, ultimately, about the community. Having a thriving artistic community helps to enliven our communal life and experiences, and even to beautify the place we live.
2. As well as my many art courses in school, I have taken art classes at the Art Center on South Cranbrook Road to better my understanding of art as a whole. At Seaholm, I also participate in Student Council, Junior Optimist International, The Green Club, and I am working on starting my very own Self Defense Club right now. In addition, I also have my very own business where I customize many peoples belongings as well as paint personalized pieces for them.
3. By having my own business I have learned the importance of leadership while also remembering to think about other people and their preferences in the process. With having my own business, participating in multiple clubs, and balancing junior year, I have also realized the importance of time management and communication skills. I strongly believe that if you can't communicate with someone, then a lot of valuable input might be lost. After growing as a person over the years, I think I have mastered this skill.
4. I already extensively use a planner to manage my time daily. This is a very important position and I am willing to prioritize the meetings of the board and take care of school and home responsibilities in an efficient manner so that I can perform my duties on the board effectively and with diligence. Being able to manage my time has always been a struggle for me however, I have been very determined over the past few years to change that.

Would you be interested in being considered for any other boards if you are not selected for your top three choices?

Yes Yes No

Parent Signature Meredith Z. Lovell Date 1/10/21

The Role Art Plays in My Life

I wouldn't say I *like* to draw, but rather that I need to. Being able to sit down and express myself through just a piece of paper is an incomprehensible feeling to me. My passion for art has led me to truly find myself and push past a once struggling girl attempting to fit in to a now driven and innovative young woman. It's safe to say that art overall plays a very prominent role in my life. I have used it to express myself as well as get through unexplainably hard times. When I have the time to, I usually will find myself listening to music, scribbling down anything that pops up in my mind, and channeling a deeper side of myself. When I am creating is the only time I get to be selfish. I get to do what I want, and think about only myself and what I like. The overall concept of art is very abstract, everyone has their own perception of it. Art can be in all forms; painting, photography, writing, dance, music, and the list goes on. There are no rules or limits to it. It doesn't take a Van Gogh to pick up a pen and paper, it takes creativity and time. I think of myself as a spontaneous person, a part of me I believe plays a crucial role in what I create. By strictly using a pen for the most part, it doesn't matter what I may have scribbled down without thinking, it only matters what move I make next. When I am creating, no matter what it is, I am myself, and no one can take that away from me. Eventually my spontaneity and my passion for creating got the best of me, so much so, that I opened up my very own small business.

Before initially opening my business, I worked at a small boutique downtown, 110 Couture. I worked on personally customizing purses, coats and shoes for primarily moms and women above the age of 30. Gradually, I began receiving more and more business at the boutique and suddenly realized my potential. After working at the boutique for just a few months, a sudden flood pushed what was my

favorite store out of business. While I sat hopeless for a couple of weeks contemplating my talent, my best friend Jane suggested I make my own business. I opened up @artbyhadleylovell on Instagram. After purchasing several paints, brushes, pens, canvases, and stencils, I created a pretty good business all to myself. Initially I charged \$10 per pair of shoes I customized, \$20 for clothing, and the prices varied for paintings. More recently, I have been making mostly paintings for people which I happen to enjoy more. The fact that I have the motivation to sit down and express myself through someone's personal collection is all that matters to me. The fact that I have all of the power over what I make is one of the reasons I am so passionate about it in the first place. I have largely been marketing my business on social media and most of my clients come from the Birmingham area. So, I think this experience not only showcases my suitability to be on the council, but also shows that I am already playing a role in the community.

Seaholm High School



Kyle Hall, Principal • 248.203.3702 • Fax: 248.203.3706 • khall@birmingham.k12.mi.us
2436 West Lincoln Street, Birmingham, MI 48009

January 11th, 2020

To whom it may concern on Birmingham City Council :

I am writing this letter on behalf of Hadley Lovell. I have worked with Hadley for the last three years in an academic setting as her teacher and Class Advisor. Hardworking, dedicated, and a true leader are only a few of the words I would use to describe Hadley. She has shared her excitement with me about the opportunity to be a Student Representative for City Counsel, specifically the Public Arts Board; she looks forward to sharing her perspectives and passion for the arts.

A positive work ethic is a phrase I would use to describe Hadley inside and outside the classroom. She strives for excellence in all of her endeavors and is not afraid of working hard and persevering if things do not go quite right the first time around. She is a diligent and resilient student. Hadley has strong organization skills, study skills, and communication with her teachers to ensure her classroom success. All of these skills will benefit Hadley as a Student Representative for the Public Arts Board.

As a Chair for our Grade Level, Hadley has collaborated with her peers, specifically, to prepare for Field Day. For this event, Hadley was an advisor and leader among her peers, helping them organize and communicate for various competitions. She helped organize charity work, artwork for our banner, and performances for our grade level. Hadley has an evident passion and enthusiasm for the Arts. Additionally, she has a competitive spirit that helps her stay engaged and focused on her peers to help them succeed. Hadley's leadership skills are not where her attributes end.

Hadley is an eager and enthusiastic presence in any community; she was a joy to have in the classroom. Kindness, empathy, and respect toward others are also qualities Hadley exemplified as she worked with her peers, both in our grade level competitions and in the classroom. Surely, characteristics such as these would be desirable for a Student Representative for the Public Arts Board. If you have any other questions, please feel free to contact me at HMcKinney@birmingham.k12.mi.us.

Sincerely,

Hayley McKinney



Birmingham Public Schools
Community Relations Office

STUDENT REPRESENTATIVES ON CITY BOARDS AND COMMISSIONS

Application Form
Due January 11, 2021

31301 Evergreen • Beverly Hills, MI 48025

Name: Nora Sherifaj Grade: 11th Age: 16

Address: [REDACTED]

Zip Code: [REDACTED] Email: [REDACTED]

Telephone: [REDACTED] School: Seaholm High School

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Public Arts Board
2. Museum Board
3. Multi-Modal Transportation Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

World history, American history, AP Economics (Already took Micro, currently taking Macro), and AP Physics.

Please list your involvement in non-school activities:

Before COVID-19, I volunteered often at many places in Birmingham including Baldwin Public Library and the Townsend Hotel. Now, I keep busy by reading novels, particularly non-fiction ones. I like doing research on various topics that interest me. I also practice violin and piano once a day, and I adore baking as well.

What personal skills and characteristics do you possess that would make you a good representative?

I have a natural passion for impacting those around me positively. By attending meetings as a representative, I will give my best effort to help impact Birmingham. I am also a very open person, so you can be certain that I will not be hesitant to speak up, and you will know exactly what my thoughts are on any topic. Lastly, I am a hard-working team member and thrive when working with others.

How would you be able to schedule your time to function effectively as a student representative?

Over the course of my junior year of high school, I have learned how to efficiently and effectively use my time. I have realized how valuable a resource time truly is, and how it is crucial that I spend it on things of importance. Of course, my duties as a student representative would be of great importance to me, and would take priority. Given my good time management, it will be effortless to carve out time for my responsibilities regarding this opportunity.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes _____ No ✓
Solely due to time conflicts.

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Mwisi Sherifaj

1/1/2021

Parent(s) Signature(s)

Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Email application by Monday, January 11, 2021 to:
Suzanne O'Leary at Seaholm High School, soleary@birmingham.k12.mi.us

Liz Sak at Groves High School, esak@birmingham.k12.mi.us

12/29/2020

City Boards Application

I consider myself blessed to live in a community as welcoming and charming as Birmingham. I couldn't imagine a better place to be. It is for this reason that I would like to become a student representative, so that I can give back to my community. I want to use my voice to help make a difference and have a positive impact on Birmingham.

Public arts is arguably one of the most important aspects of any city. The art that is currently featured in Birmingham is a massive part of what makes Birmingham as great as it is. A city devoid of art is perceived by the outside world as dull and insipid. The addition of art breathes life into the streets of Birmingham and heightens our image both within and outside the community. By beautifying our city with art, the quality of life of our citizens increases tremendously due to the appeal it gives. It is certainly a wise investment to make.

I admit, I'm not the best artist myself. But, that doesn't take away from the fact that I have a profound appreciation for art and those who make it. Before quarantine, I loved to visit various art museums whenever I could. My favorite one to this day is the Museum of Contemporary Art, in La Jolla, California. After viewing these pieces of art, I liked to research the symbolism found within the pieces as well as the history behind them. It's especially interesting coming up with your own interpretations, as many pieces can be fairly ambiguous. Art sparks creativity I wouldn't have been able to find elsewhere. My passion for art is exactly what would make me a good member of the Public Arts Board. As a member, I would be very enthusiastic to help make decisions as to which pieces of art should be featured within Birmingham. I would take into account both the meaning of the piece and its history when helping to give suggestions, as well as its general pleasantness to look at. As an art enthusiast, you can ensure that I would be a good addition to the team.

12/29/2020

Another responsibility that every city should uphold is maintaining its history.

Birmingham has a rich history, spanning from 1818 until today. Through preserving this history, we can further enrich the meaning of “Birmingham”. We have come a long way, from foundries and blacksmith shops to cafes and boutiques. It took a lot of blood, sweat, and tears to come to the point we are now. Looking back, we must show appreciation towards our founders for allowing us to come to where we are today. What better way to do so than to learn their story?

History has always intrigued me, ever since I was a child. I’ve always found it fascinating to compare the way of life from then compared to now. Something that I’ve always done to feed my mind is watch various historical documentaries, spanning from Ancient Egypt to the 80s. I love learning about humanity’s past, and how it impacts our future. I honestly believe that history is one of the most important things one can learn.

As a member of the Museum Board, I would be more than enthusiastic to not only help preserve our history as a city, but also to help spread the word. I believe that it is important for any person living in Birmingham to know the roots of our city. It’s easy to simply enjoy living here, but it is another blessing entirely to truly understand how it came to be. Because of my keen interest in helping our museum thrive and history in general, I would most definitely be a good fit as a representative on the Museum Board.

Truth be told, I would be elated with receiving the privilege of working on any board. I truly would love to help make a positive impact on my community any way I can, and I do believe that I am up for the challenge. I have always been passionate about helping others, and being a representative would help me channel that zeal. Thank you for your consideration, and I hope to work with you soon.

01/03/2021

To Whom It May Concern:

It is my pleasure to recommend Nora Sherifaj as an outstanding violist, student, and musician. Nora is an exceptional violist from Birmingham, Michigan. She attends Ernest Seaholm High School, where she is actively involved in the school's orchestra program. Nora is a violinist in the symphony orchestra, which is the most advanced audition-based orchestral ensemble at Seaholm High School. Her musical abilities and leadership qualities are very sophisticated for her age and she demonstrates them on a daily basis in class. Nora also plays in the electric orchestra ensemble, which is a select audition-based electric instrument chamber group that performs at concerts and events in the community. Nora has volunteered to perform at elementary school recruitment concerts and other outreach events in the Birmingham community such as playing Christmas carols for a Breakfast with Santa fundraiser. Nora is a valued member of the Seaholm High School orchestra program and I know she would be an exceptional addition to your organization.

In addition to being very involved with her high school orchestra program, Nora is also an exceptional student. She excels academically in the many advanced and AP classes that Seaholm High School has to offer. Her work ethic and determination help contribute to making Seaholm HS such a successful learning environment. Nora is a member of the National Honors Society, the National Science Honors Society, the Student Congress Leadership Board, the Green Club, and Club SOS, a volunteering club. In addition to all of her hard work and volunteering at school, Nora also studies and plays the piano and loves to read and bake.

Nora takes her violin playing seriously and is professional in every aspect of her high school and musical career. I can't say enough about Nora's dedication to her school and their music program. She is an excellent musician and student with great leadership qualities. I strongly recommend Nora Sherifaj for your organization and know she would be an incredible addition to your program. If you have any further questions, please feel free to contact me at any time.

Sincerely,

Nicholas A. Karpinsky

Nicholas A. Karpinsky
Director of Orchestras Ernest Seaholm HS
Birmingham Public Schools
Director of the Studio String Orchestra
Oakland Youth Orchestras
NKarpinsky@birmingham.k12.mi.us
586-604-6499

Birmingham Public Schools Communications and Family Engagement

Name: R.J. Carrel Grade: 11 Age: 16

Address: _____

Zip Code: _____ Email: _____

Telephone: 202-223-1111 School: Birmingham Groves High School

1. Parks and Rec (much preferred)

2. Planning Board

3. Advisory Parking Committee

I am big into sports which goes really well with the parks and rec board. I go to school at Groves High School where I have been on the Varsity Tennis Team since my freshman year and named captain as a Junior. This will also be my second year as a player on the BU Varsity Hockey team which practices out of the Birmingham Ice Arena. I am a very good leader in sports and try to be an example for my teammates. I also played baseball growing up until my freshman year including Birmingham Little League, the Red Sox travel team and the Groves Freshmen team. Outside of sports, I also participate in the Big Brother Big Sister program which helps incoming Freshman get comfortable with Groves, and I ease them into their first year. Lastly, I am very proud to be a member of the National Honors Society at Groves which I believe was a big accomplishment.

Please list your involvement in non-school activities:

- I play hockey at Frank Fudero Hockey Academy
- I participate in USTA tennis tournaments
- I deliver food for the needy through a place called Yad Ezra
- I volunteer for a nonprofit organization to lower the risk of the elderly getting Covid called Mediumize

- I volunteer for a company called Jimmy's Kids every Christmas and deliver gifts to the less fortunate in Detroit
- I have been involved with Temple Israel, where I became a Bar Mitzvah

What personal skills and characteristics do you possess that would make you a good representative?

First off, I am involved in many activities that the Parks and Rec board makes decisions on such as building a hockey locker room and making changes to the golf courses. Also, I am very hardworking and not afraid to express my opinion. Additionally, I have had all A's in my 3 years so far at Groves, and I am very proud of that. Lastly, I get along with everyone I meet, work well in groups, and am very kind.

How would you be able to schedule your time to function effectively as a student representative?

I am a very busy individual with all of my school work, ACT prep, and sports, so I know how to manage things consistently very well. Every single day I am busy and have to work out different times to do different things, and it has never backfired. My time management with all my activities has only made me a more responsible person. Being on the board would be at the top of my priorities, and I would manage my schedule to be at every meeting on time and prepared to be a valuable member.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes _____ No ✓

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Steven G. Carrel 1/7/21 _____

Parent(s) Signature(s) Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Return application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School _____

Liz Sak at Groves High School  _____

RJ Carrel

Parks and Rec Board

03 January 2021

Student Representative Essay for Parks and Rec Board

I can't imagine any person in Birmingham has as much experience using Birmingham parks as I do. I have grown up playing almost any sport you could think of, and it has all taken place in Birmingham. Birmingham has been my home all my life, and I have used all of the resources the parks have to offer. Whether it's golfing at Lincoln Hills, playing tennis at St. James, hitting baseballs at Kenning park, or playing hockey at the Ice arena, I have done and seen it all. I am not done using the parks either and could provide great opinions on certain decisions. My experience using all of the great facilities in Birmingham could be very useful in determining certain decisions given that I have seen the growth of parks throughout my life.

As I stated above, I have used many of the parks Birmingham has to offer, but I have used none more than the ice arena. I started skating at 2 years old and have loved it ever since. I began by playing for the Birmingham house hockey team and eventually played for many years on the Birmingham Rangers. Now I currently play for the Birmingham Unified Varsity hockey team for the second year. For the past 10 years of my life I have gone to the rink 4 days a week on average during the winter. I know the ins and outs of the rink and have seen the changes it has made over the years. I understand that there have been discussions of adding a hockey locker room for the high school

team, and I believe I would be the perfect guy to give an opinion on what it would mean for the team. Sitting in the small locker rooms crammed with players has been the story of getting dressed at the rink for me my whole life. However, I don't just know the ice arena very well. I could make valid points about any of the parks in Birmingham, such as Kenning Park. Seeing the renovation of Kenning Park has been great, and I think it looks so much better from when I grew up playing little league there. Additionally, I could describe all 9 holes of Lincoln Hills and where I think changes can be made. All I'm trying to say is that I have a lot of experience with the Birmingham parks and recs facilities, and believe I could be a valuable student representative to join the board

I would be honored to be added to the board and would not take the opportunity for granted. I will be prepared for every meeting and come ready to make an impact. The chance for me to help make decisions on parks I have used my entire life would be very exciting for me and I will use my great wealth of knowledge at each meeting. I believe my experience can not only benefit the parks, but also help benefit the knowledge of everyone else on the board. By adding me to the board you are adding a nice, smart, and hardworking kid who has had first hand experiences at all the Birmingham parks.



BIRMINGHAM.PUBLIC SCHOOLS

BIRMINGHAM GROVES HIGH SCHOOL

20500 WEST THIRTEEN MILE ROAD

BEVERLY HILLS, MICHIGAN 48025

ATHLETIC DEPARTMENT

(248) 203-3585

FAX (248) 203-3588

DR. SUSAN SMITH, PRINCIPAL

THOMAS FLYNN, ATHLETIC DIRECTOR
DIEDRA RIGHTER, SECRETARY

January 15, 2021

To Whom It May Concern:

I am writing this letter of recommendation for R J Carrel to be part of the Parks and Recreation Board for the city of Birmingham. RJ is a Junior at Groves High School and is an excellent student carrying a Grade Point Average above a 4.0 weighted and is involved in many Advanced Placement Classes and Honors Classes. He is also a member of the Birmingham Unified Hockey Program.

Being a member of the Birmingham Unified Hockey team is how I have come to know RJ. He is a great kid and fun to be around which just leads into him being a great leader. In the two years that I have known RJ, I have learned that he is a lifelong resident of Birmingham and loves to use the facilities that the city has to offer. In the two years it has been clear that RJ is a person of great character. He is a kind person that shows great leadership. I believe that he will be named the captain of the Birmingham Hockey team his senior year. RJ is very interested in being on this board and will give it his all. I believe he will give great opinions when the board tries to make decisions on facilities throughout the city. I know that his true interest lie with the ice arena and it has been rumored that there may be some big decisions coming pertaining to the ice arena, so he would be the perfect person to be on the board.

RJ would be great to the City of Birmingham because the City of Birmingham has been great to RJ. If you have any questions, please feel free to contact me.

Thank you,

Thomas Flynn

Thomas Flynn



**STUDENT REPRESENTATIVES ON
CITY BOARDS AND COMMISSIONS**

Birmingham Public Schools

Communications and Family Engagement

31301 Evergreen Rd. • Beverly Hills, MI 48025

Name: Alison Chapnick Grade: 11th Age: 16

Address: [REDACTED]

Zip Code: [REDACTED] Email: [REDACTED] Telephone: [REDACTED]

School: Wylie E. Groves High School

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Parks and Recreation
2. Public Arts
3. Museum

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

- Captain of the Groves Forensic Team/State Finalist
- Big Brother Big Sister Freshman Mentor
- Groves Student Congress
- Groves Pom Team

Please list your involvement in non-school activities:

- Chapter President for BBYO (Jewish Youth Group)
- Chapter Vice President Of Membership for BBYO (Jewish Youth Group)
- Jewish Fund Teen Board
- Building Entrepreneurship Member
- Brilliant Detroit Literacy Tutor
- Active Member of Temple Israel Youth Group

What personal skills and characteristics do you possess that would make you a good representative?

During my three years in high school, I have served on a number of boards and committees that have given me lots of experience working in groups. Both academically as well as in my extra-curricular activities I routinely collaborate with other participants and I have learned the importance of not only being a leader, but also how to be a good listener, collaborator and active participant without taking over the group. Group dynamics can be tricky. However, my extensive experience in this setting has taught me how to be both a valuable member as well as a leader.

How would you be able to schedule your time to function effectively as a student representative?
Student Representatives Application Form 2

In the past three years of high school I have always been very involved in different extracurricular activities. This has taught me the importance of time management and the art of balancing both school, clubs and other activities that I am engaged in. What I have learned is that I thrive on staying engaged and busy. The busier I am, the more efficient I am with my time. In fact, the one silver lining of COVID is that with so many virtual activities I can actually be involved in more activities as travel time is no longer an issue!

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

☒ Yes

No _____

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Michele Chapnick - 1/7/2021

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Return application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School _____
Liz Sak at Groves High School _____

Alison Chapnick

[REDACTED]

[REDACTED]

I am writing to express my sincere desire to serve as a student representative for one of the City Of Birmingham Boards. I was born and raised in Birmingham and have attended Birmingham public schools for 11 years. As you can see from my application, I have become very involved in both school activities and many extracurriculars in the community. However, one area that I have not yet had the opportunity to become involved in is with my City. Since I was little, my family and I have always taken advantage of the many events, activities, parks, arts and shopping offered by the City. I know that those things don't just happen. It is through hard work and dedication of staff and volunteers that the City is as vibrant as it is. I want the opportunity to learn more about the City through participation in one of the boards while volunteering my time by offering my own unique insight, ideas and enthusiasm to continue to make Birmingham the great City that it has been for me.

I have selected the Parks and Recreation, Museum and Public Arts Boards due to my own love of the arts and active participation in Birmingham cultural events. Throughout elementary and middle school, I was a frequent participant in both the Community House and Village Youth Theater camps, classes and plays. I have danced and enthusiastically pom'd during the Birmingham Hometown Parade and Day on the Town. The many Birmingham parks have been my own playscapes, picnic spots and outdoor music and movie nights. My participation in all of these activities and use of all of Birmingham's events has shown me firsthand how lucky we are to have a City with such great parks, programming and events. I want to help continue that trend – especially as we start to emerge from the COVID Pandemic. Continuing to offer safe, healthy parks, recreation, public arts and museums is even more important now than ever.

My personal involvement with Birmingham is not the only qualification I can offer. I am no stranger to serving on boards and the importance of collaboration. For the past two years, I was selected to serve on the Groves Student Congress as well as the Jewish Fund Teen Board whose mission is to involve teens in the philanthropic grant making process from research to selection to awarding of grants to worthy charities in our community. For the past three years I have also

held various executive board positions for my B'nai Brith Youth Organization ("BBYO") chapter, culminating with President this year. I was also selected this year to participate in a Women's Building Entrepreneurship board where we collaborate with notable female entrepreneurs around the country to develop and improve our own entrepreneurial skills. All of these activities have taught me the value of organization, the intricacies of event planning and the importance of working as a team. These activities have also given me a strong foundation to serve as a student representative on one of the Birmingham Boards. What these experiences have taught me is the significance of listening, collaboration and active and enthusiastic participation. While I have no shortage of ideas and opinions (I am a State Forensic Finalist after all (forensic is competitive public speaking)), my takeaway from all of my various board and team experiences is that listening, questioning and collaborating is just as important as offering one's own opinions.

I still have much to learn about the workings of city government. However, I am excited about the opportunity to become personally involved with the Birmingham Boards, to meet other city leaders and especially to learn from other mentor board members who will be important role models to me. I am also thrilled at the possibility that I may have the opportunity to have a direct role with important decisions regarding our great City.

January 11, 2021

To Whom It May Concern:

I am writing this letter in support of Alison Chapnick's application to be considered for a position on the City of Birmingham Board. She has many skills that would support her selection to the board.

I have known Alison as an excellent student for the past two years. During that time, I have been impressed with her work ethic and commitment to others in her community. Ali was a member of the Groves' Student Congress where she helped plan and execute major events, such as charity week, spirit week, field day and the annual week-long homecoming competition events. She balanced her class work with Student congress, Pompon commitments, and the Forensic team. She has won awards for her Forensics skills.

Alison has been active in the community too. She shared her forensics skills as a day camp counselor. Alison has helped others as a community education counselor and continues to support freshman at Groves High School as a mentor with the Big Brothers/Big Sisters program. Additionally, Alison has been involved in mentoring and assisting children with disabilities to play soccer, develop friendships, and learn to be part of a team.

Alison's wide range of interests and skills would be a benefit to the City of Birmingham Board. She is dedicated and hard working. Alison has a positive attitude which makes working with her pleasant no matter how difficult the task. She would be an asset to any of the City of Birmingham Boards; however, I know she has a keen interest in the arts which would make her an excellent choice for the Public Arts Board. I know Alison would work hard to enhance the arts and showcase the city as a place where rich, diverse art enhances the lives of the citizens and the greater community.

I highly recommend Alison Chapnick for selection to the City of Birmingham Boards. Please contact me if I can provide additional information in support of Alison Chapnick's selection.

Sincerely,

Sharon Rivera

Sharon Rivera
Birmingham Groves High School
Department Head
Specialized Instruction and Student Services



Birmingham Public Schools
Community Relations Office

STUDENT REPRESENTATIVES ON
CITY BOARDS AND COMMISSIONS

Application Form
Due January 11, 2021

31301 Evergreen • Beverly Hills, MI 48025

Name:

Kyle Sayers

Grade:

11th

Age:

17

Address:

Zip Code:

Email:

Telephone:

School:

Teaholm

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest):

1. Parks & Recreation Board
2. Multi-Modal Transportation Board
3. Museum Board

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

Cross country, basketball, track

Please list your involvement in non-school activities:

Boyscouts - Eagle Scout Rank earned 2020

What personal skills and characteristics do you possess that would make you a good representative?

I have learned a lot about life and dealing with different situations both good and difficult.

I know how to persevere and get things done.

How would you be able to schedule your time to function effectively as a student representative?

I would adjust my schedule to do the best I can.

My brother Jakob Sayers served on
the Parks & Rec. Board his Junior year.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes _____ No X Due to sports

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

Marcia Si Sayers 12/11/2020
Parent(s) Signature(s) Date

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission.

Please **include one letter of recommendation** from an adult who knows you at school and who knows your activities outside of school.

Email application by Monday, January 11, 2021 to:

Suzanne O'Leary at Seaholm High School, soleary@birmingham.k12.mi.us

Liz Sak at Groves High School, esak@birmingham.k12.mi.us

Hello Selection Committee, my name is Kyle Sayers and I am a Junior at Seaholm High School. I think I should be chosen as a student representative for one of the Birmingham City Boards for the following reasons. I think it would be a good experience to be able to learn and share my opinions about things in our community as a Student Representative.

I think it's important to care about your community. I have learned a lot about giving community service through all my years of Scouting with my family. I started as a Cub Scout in 2nd grade and I earned the official rank Eagle Scout last year on 6/15/2020, I finished my project in the Fall of 2019. My project was approved and went through the Parks and Recreation Board. I built 5 birdhouses for bluebirds, chickadees and wrens. 4 along the Rouge River by Linden Trail one by Quarton Lake near the corner of Lakeside Drive & Oak. I worked with the Ms. Laird through the Parks and Recreation Board over a few months. It was a learning experience for me and I was very happy with how my birdhouses turned out. Besides my merit badges I have also earned 2 religious emblem medals and a few hiking medals through the Chief Pontiac Trails in Commerce through Scouts.

Sports has also been a big part off my life that started when I was in Elementary school. Beginning with flag football for a few years. Then in middle school I joined the Basketball, Cross Country and Track teams at Derby. I have continued in those sports at Seaholm High School. The pandemic has caused some of that time to be lost but I look forward to returning to athletics this Spring. Being a part of sports and Scouts has taught me to work well independently and with teammates.

I would really like to serve on the Parks and Recreation Board for Birmingham. I enjoy the outdoors and that is why I chose the Eagle Project I did. I think it would

be interesting to be part of things happening in Birmingham. Being able to give my student opinion when asked would be a good opportunity to contribute to my community. My brother, Jakob Sayers, also served on the Parks and Recreation Board 3 years ago. It would be really great be able to do the same, but this would have been my first choice regardless. Thank you for the opportunity to serve my community.

Seaholm High School

Kyle Hall, *Principal* • 248.203.3700 • Fax: 248.203.3706 • KHall@birmingham.k12.mi.us
2436 West Lincoln Road, Birmingham, MI 48009



January 5, 2021

To the Birmingham City Council Parks and Recreation Board,

It is an honor to write this letter of recommendation for my student Kyle Sayers. Kyle is a mature, confident young man who will make an excellent addition to the Parks & Rec. Board. I have had several conversations with Kyle over our years together in school, and I have found him to be honest, open and humble. I believe that Kyle has others' best interest in mind. He is coachable, polite and insightful.

Kyle's experience in Scouting has motivated him to reach the rank of Eagle Scout, quite a high honor. As impressed with his Eagle Scout ranking as I am, I am not surprised by it. Kyle is a diligent young man. It is an absolute pleasure to work with him. I believe that Kyle Sayers will make a wonderful addition to the Birmingham Parks and Recreation Board and I give him my highest recommendation.

If you have any questions regarding Kyle, I can be reached at the phone number or email address listed below.

Sincerely,

Walt Romano, Counselor
Seaholm High School
248-203-3757
Wr01bps@birmingham.k12.mi.us



NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, February 22, 2021, the Birmingham City Commission intends to appoint one alternate member to the Public Arts Board to serve the remainder of a three-year term 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, February 17, 2021. 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
Nicole Braddock	Resident
Marla Kaftan	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, 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
Daitch 777 Purdy St Birmingham	Peggy 48809	(248) 765-6377 <i>peggydaitch@gmail.com</i>	11/23/2020 Alternate 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	1/28/2024

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Neville 1516 E. Melton Birmingham	Monica 48009	(248) 321-1776 <i>monica.neville1@gmail.com</i>	2/27/2017 Resident Member	1/28/2024
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	1/28/2022
VanGeldereren 3795 Loch Bend Commerce Twp.	Annie 48382	(248) 408-6132 <i>annievangeldereren@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 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 Art. member (see back of this form for information)

Name Nicole Braddock

Phone 248-640-1367

Residential Address 763 Colonial Ct.

Email * nicolebraddock@aol.com

Residential City, Zip Bham, 48009

Length of Residence 13 yrs

Business Address 6337 Orchard Lake

Occupation Tappers Store Director

Business City, Zip WB, mi 48322

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

Have been in retail for 20 yrs in the area, Nordstrom, Saks, & Tappers. In addition these are all management roles and on the board of many non-profits in the area (see resume attached)

List your related employment experience

STORE DIRECTOR @ TAPPERS / DIVISION DESIGNER MANAGER @ Saks

See Resume & multiple management roles at Nordstrom

List your related community activities

See Resume, board GCMF and previous Detroit Opera House

List your related educational experience

BAA from Central Michigan
& CSA Certification from American Gem Society

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 MB

Date 1/14/2021

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

Updated 11/18/2020

*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.

Education
Central Michigan University

BAA: Bachelor of Applied Arts
Major: Apparel Merchandising & Design
Minor: Marketing CSA

Skills
Adobe Illustrator, Adobe Photoshop, Mikalis PDM, Macromedia Dreamweaver, Lectra U4IA, Microsoft Power Point, Word, & Excel

Personal Attributes
Enthusiastic
Team player
Self-starter
Supportive
Inspires
Builds positive team Relationships
Ethical
Motivating
Dedicated
Passionate
Integrity
Superb people and sales skills
Resolve issues in a solution –oriented, objective and productive manner
Open to trying new ideas
Leads change effectively
Encourage Others
Organized
Future Focused
Determined

Nicole Braddock CSA

763 Colonial Court
Birmingham, MI 48009
(p) 248.640.1367 (e) nicolebraddock@aol.com

Areas of Expertise

- 20 years of experience in the hospitality/retail industry, 15 years in management & development
- Develop and train individuals to attain unprecedented levels of skill and ability, while delivering outstanding service
- Develops, coordinates and conducts effective developmental and leadership trainings
- Intuitive understanding of staff, clientele and business needs
- Creating an enthusiastic and passionate environment for superior customer service
- Possess strong commitment to achieving personal and professional goals
- Effective execution and planning of events
- Builds and maintains relationships with staff, customers, vendors, and community
- Field experience in philanthropy and non-profit sector, public relations, event planning, F&B, recruitment, fund development, training and development, donor relations, university environments, marketing, & operations

Professional Profile

2017-Present
Store Director
Tapper's Diamonds & Fine Jewelry Headquarters
West Bloomfield, MI 48322

- *Oversee and Manage over \$18M worth of business in Fine Jewelry & Timepieces, this includes Loose Diamonds, Custom Jewelry, Timepieces, Bridal, and Luxury Brands including Rolex, Cartier, Pomellato, David Yurman, Mikimoto, Marco Bicego, John Hardy, IWC, Breitling, Grand Seiko, and Charles Kypell.*
- *Michigan's Largest Direct Diamond Importer*
- *Hired, on-boarded, trained, and developed staff while immersing employees with core values and culture of the company*
- *Coached and trained staff to achieve goals and improve skill set to grow business and to elevate the client experience. This included increasing leadership capability, placing Brand Ambassadors, and growing business YOY*

2015-2017
Division Manager, Designer RTW
Contemporary Collections (additional responsibility 2016-2017)
Saks Fifth Avenue, Troy, MI

- *Managed approximately \$12M worth of multiple businesses in a flagship Saks Fifth Avenue*
- *Hired, on-boarded, trained, and developed staff while immersing employees with core values and culture of the company*
- *Coached and trained staff to achieve goals and improve skill set to grow business and to elevate the client experience. This included increasing leadership capability and placing Brand Ambassadors. Employee's generated \$7.5M in personal sales*
- *Managed and developed (3) Million Dollar books of business*
- *Identified needs of division and developed key strategies to implement to ensure an elevated experience for customer*
- *Coordinated and conducted trainings with vendors; responsibilities included booking, F&B, providing training materials, and execution of training*

- *Planned and executed special events including off site, for high profile clientele and vendors; responsibilities included logistics, marketing, merchandise, special orders, elevated client appointments, and employee training and development*
- *Built and maintained relationships with vendors, clientele, and employees*
- *Worked closely with vendors to manage the store matrix in Designer (30+ vendors) and contemporary collections (50+ vendors) including buying and assortment, including new hard shop openings such as Valentino, CELINE, and Prada*
- *Executed CHANEL off-site event in Detroit with CHANEL NYC team, this included logistics, marketing, merchandise, special orders, elevated client appointments, associate training, and creating materials needed for organizational effectiveness of the event*

2012-2015

Designer Point Person, Department Manager, Designer RTW and Via C Nordstrom Somerset Collection North, Troy, MI

- *Conducted, organized, and prepared materials all store designer trainings for new hires, selling, and product immersion*
- *Prepared reporting and materials to lead monthly associate and manager trainings for all designer employees including RTW, shoes, handbags, and men's designer*
 - *Doubled RTW designer volume in 2 years*
 - *Recruited, hired, and on-boarded top talent, which includes a Pace Setter & Customer Service All Star*
 - *Coached staff to achieve goals and improve skill set to grow business and to elevate the client experience*
 - *Worked closely with vendors and buyers to add 6 new points of distribution to department to total 20+ points of distribution. Evaluated and communicated developmental needs of the department to ensure the right mix of product, sizing, and depth*
 - *Consistently hit sell through expectations and had YOY increases*
 - *Planned and executed successful events for Designer areas of business*
 - *Managed all operations of department including visual merchandising, inventory control, & scheduling*

2011-2012

Department Manager, BP Department

Nordstrom Somerset Collection North, Troy, MI

- *Managed the 2nd largest square foot BP. department in the company; multi-million dollar business that is fast-paced & unit-intense, comprised of clothing, accessories, and jewelry*
- *YOY increase and used effective hiring, on-boarding, developmental training, and creative scheduling to build passionate and effective staff to increase business*
- *Identified future opportunities to affect product offering with collaboration with buying office.*
- *Managed a team of over 25+ associates and promoted 4 assistant managers into managerial leadership roles*
- *Coached staff to achieve goals and improve skill set to grow business and to elevate the client experience*
- *Managed all operations of department including visual merchandising, inventory control, & scheduling*

2007-2011

Opening Department Manager, BP. Department

Nordstrom Twelve Oaks, Novi MI

- *Opened full line store, recruited, hired, and on-boarded entirely new team of over 25 people*
- *Developed training materials and conducted ongoing training for new employees*
- *Promoted 5 assistant managers into managerial leadership roles*
- *During the crash of 2008, was the only women's apparel department to have an increase over LY*
- *YOY increases and grew the business consistently for 4 years*
- *With growing new store, ensured we had the right product mix, breadth and depth, and had the right staffing to drive effective business by identify opportunities and needs of the business*
- *Managed all operations of department including visual merchandising, inventory control, & scheduling*

2007-2007

Department Manager, BP. Department

Nordstrom Somerset Collection North, Troy, MI

- *Managed, coached, and developed team of 40 employees of different skill sets and responsibilities from salespeople, fitting room attendants, cashiers, and clothes runners*
- *Hired, on boarded, and developed 2 new assistant managers with key leadership skills*
- *Managed all operations of department including visual merchandising, inventory control, & scheduling*

2006-2007

Assistant Department Manager, BP. Department

Nordstrom Somerset Collection North, Troy, MI

- *Manager of Fashion Board Internship; consisted of 20 young high school women looking for careers in fashion leadership. Mentored young women and developed skill sets for collegiate leadership and work experiences*
- *Recruited, prepared, and led trainings at local high schools regarding Nordstrom and the Fashion Board Internship and conducted monthly meetings for Fashion Board*
- *Directly supervised management of 40 employees*
- *Coached and developed team comprised of sales and support roles*

2001-2006

Sales & Support Roles, BP. Department

- *Clothes Runner, Fitting Room Attendant, Cashier, & Salesperson*
- *Responsible for overall cleanliness of fitting rooms and ensured merchandise is put back timely on the sales floor. This includes stock management, and department is sized, colorized, and filled in from back stock*
- *Handled all register operations and gave superior service to all customers.*
- *Exceeded personal sales goals, and received many customer service letters in regards to an exceptional experience*

Professional Affiliations and Associations

Sustainer Advisor, Membership & Recruitment, Junior League of Birmingham (2018-Present)

- *Assists with planning and executing of Recruitment Events & New Member Meetings and Education*
- *Actively recruits members and participates in all activities in with engaging prospective members*
- *Actively participates and hosts New Member Meetings at the BAC*

Immediate Past President, Nominating Committee, Junior League of Birmingham (2017-2018)

- *Assumes duties as the Immediate Past President of the organization to ensure the effective governance and fiduciary responsibility of the Junior League is followed*
- *Nominating Committee interviews, slates, and presents upcoming leadership into the organization*

President, Board of Directors, Junior League of Birmingham (2016-2017)

- **Chief Governance Officer:** *assure the effective governance and fiduciary responsibility of the Junior League through its duly elected board of directors. This ensuring duty of care, duty of loyalty, and duty of obedience is followed*
- **Chief Executive Officer:** *assure the effective operations of the Junior League through the Board's oversight of programs and activities. Ensuring the mission, planning and policy making, prudent board operations, membership, programming, marketing, public relations, legal compliance, and financial management are followed and executed*
- **Mission:** *Promote voluntarism, develop the potential of women, and improve community through effective action and leadership of trained volunteers, it's purpose is exclusively educational and charitable*
- *Prepared materials and conducted Board of Directors meetings, general membership meetings, league developmental trainings, board of director & management team leadership trainings & transitions*

President Elect & Executive Vice President, Board of Directors, JLB 2015-2016

- *Oversee all operations of the league as noted under the President*
- *Responsible for organizational management of league*
- *Prepared materials and conducted monthly Management Team meetings*
- *Responsible for the Management Team, comprised of Secretary, Fund Development, Membership, Sustainer, Communication, and Community Impact Council Directors, Assistant Treasurer, Secretary directly overseeing the day to day operations of the league*

Fund Development Council Director, Board of Directors, JLB 2013-2015

- *Oversee all fundraising elements of the organization, includes developmental training, budgets, profit and loss statements, member of the finance committee, and event planning*
- *Oversaw annual revenue of over \$100,000, and monitored budget and spending*
- *Maintained all donor relations and sponsorship packages of the organization*
- *Oversee 5 committees of 80 women, which includes preparing and conducting training*

Social Fundraising Chairman, JLB 2012-2013

- *Led and oversaw all operations of a committee of 15 women*
- *Planned and executed 8 events and exceed budgeted fundraising goal by 35%*
- *Responsibilities included soliciting donations, booking venues, planning all interworking of events, contracts, food & beverage, labor, PR, operations, ticket sales, and marketing*

IT Committee, JLB 2011-2012

- *Gathered information and created the electronic email blasts that went to league members*

Social Fundraising Committee, JLB 2010-2011

- *Member of committee that executed monthly social events for league and the community*
- *Responsibilities included, soliciting donations, booking venues, planning all interworking of events, contracts, food & beverage, labor, PR, operations, ticket sales, and marketing*

American Girl Committee, JLB 2009-2010

- *Signature Fundraising Event held at the Townsend in Birmingham*
- *Responsibilities included, soliciting donations, planning all interworking of event, food & beverage, labor, PR, operations, ticket sales, merchandise sales, seating and marketing*

Board of Trustee's (2015-Present) & Executive Committee (2015-2017), CARE House of Oakland County

- *Child Advocacy Center that provides services to victims of child abuse and neglect*
- **Mission:** *To be an advocate for the safety of all children through education, intervention, treatment, and research, in collaboration with the community*
- *Board of Trustee's governs this non-profit organization, overseeing \$2M annual budget, to support its programs and services it provides to the community of 5,000 people actively taking part in*

Board of Directors, Athlete's Unlimited, (2018-Present)

- *Athletes Unlimited is a non-profit organization dedicated to providing social, recreational and athletic outlets to people with disabilities. Our guiding philosophy is that life is not intended to be a spectator sport. Everyone, regardless of ability, can benefit from participating in sports. It continues to be Athletes Unlimited's primary goal to provide these opportunities to as many physically challenged individuals as possible.*
- *Actively fundraises and executes the Annual Golf Outing, by raising funds by donations with Sponsorship Packages, securing donations for Silent Auction & Raffle, creating informational collateral to send to prospective donors and executed Auction & Raffle.*

Board of Directors, Great Lakes Chamber Music Festival, (2018-Present)

- *GLCMF is to be an ongoing program of international stature which brings together people of diversity to celebrate and foster the special intimate musical conversation that is central to great chamber music. Each June, the GLCMF brings a contingent of the world's finest chamber musicians to metro Detroit for two weeks of performances in spectacular downtown and suburban venues.*

Fitness Committee, Birmingham Athletic Club (2019-Present)

- *Assist the club in providing effective action in regards to our fitness center, staff, services offered, and equipment.*

Membership Committee, Birmingham Athletic Club (2019-Present)

- *Assist the club on retaining and recruitment members, member satisfaction, club concerns, hosting member centric events, hosting recruitment events, reviewing member qualifications and applications.*

F&B Committee, Michigan Opera Theatre, BravoBravo! (2013-2017)

- *Sole largest fundraiser for the Detroit Opera House*
- *Procured donations for silent auction, assisted with restaurants (30) participating in event, execution of event setup with committee members*
- *Event raises \$150,000 annually*
- *Filling the Detroit Opera House with an event capacity of 2,500 patrons for over 15 years, and includes, food, beverage, and music from all over the Metro Detroit Area. Specifically targeted to the young professionals demographic, 21-50 year old, predominately educated, successful professional with sincere interest in assisting and support of this major cultural resource of the City of Detroit and the State of Michigan. Since the event launch in 1999, this fundraising has brought more than 1.5M that directly supports our artistic and educational endeavors and the continued improvement and sustainability of the Detroit Opera House*

College Chapter Director, Appointed Officer, Delta Zeta, Eastern Michigan University (2011-2019)

- *Manage and individually develop women's leadership organization of 55*
- *Oversee all entities of organization which includes, policies, procedures, federal laws, housing, billing/financial, recruitment, membership, fundraising, leadership skills, risk management, academics, service, ADA requirements, and leadership training*
- *Manage working annual budget of roughly \$50,000 for the chapter*
- *Prepare and Conduct developmental trainings for the organization at large, including executive board and advisory board*

Philanthropic Collegiate Leadership

Vice President of Recruitment, Delta Zeta Sorority

Continuous Open Bidding Chairman, Delta Zeta Sorority

Junior Invitation Committee Representative, Delta Zeta Sorority

Junior Nominating Committee Representative, Delta Zeta Sorority

Social Chairman, New Member Class, Delta Zeta Sorority

Social Chairman, College PanHellenic Council, Central Michigan University

Fashion Association of Merchandising & Design, Member, Central Michigan University

Kappa Omicron Nu, Honors Fraternity, Member, Central Michigan University

Public Relations Chairman, Threads Fashion Show, Central Michigan University

Teacher Assistant, Threads Fashion Show, Central Michigan University

Nordstrom, Internship, BP. Department, Somerset Collection North

Fashion Group International, Chicago, IL

GAMMA

Michigan Humane Society, Mega March for Animals

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Public Arts Board

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

Name Marla Kaftan

Phone 248-882-3147

Residential Address 850 Purdy Street

Email * marla@kaftandesigns.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 26 years

Business Address _____

Occupation designer

Business City, Zip _____

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

My interest in joining the public arts board stems from my intrigue and passion for art as well as my dedication and belief in community.

List your related employment experience Public & private accounting, Interior Design Firm

List your related community activities MMODD Council member, Jewish Women's Foundation trustee, Past Kadima Board Member

List your related educational experience BBA 1992; Western Michigan University, MBA 1999 Wayne State 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 Marla Kaftan

Date 2.2.21

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

Updated 11/18/2020

*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.

*Please see cover letter.

K A F T A N D E S I G N S

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

Dear City of Birmingham:

I am writing this letter as a supplement to my application to serve as a public arts board member.

My interest in joining the public arts board stems from my intrigue and passion for art as well as my dedication and belief in community.

My background and skill set position me to participate in and advance the Birmingham Public Arts Board. I am schooled as a CPA and MBA and practiced many forms of accounting and auditing for over 25 years. Nearly 10 years ago, I chose to transition my career and began a boutique design firm, Kaftan Designs. My typical client is a residential new construction or renovation project.

I have always been intrigued with art of any form. My interest in the art world continues to grow and I seek out art related activities and involvement. I currently reside on the council of MMODD in Detroit. I frequent local art openings and attend Art Basel in Miami. I am a patron to many local art events. For example, I support CCS and ORT in the City.

I am a trustee and active participant of The Jewish Women's Foundation. I understand the nature of boards and their operations. In addition, I have sat on of the Board of Kadima, serving a seven-year term.

In 2016 I returned to my Birmingham home after spending a year in Barcelona. The experience overseas enriched my exposure and pursuit of art in all forms. I travelled throughout Europe seeking out classical and emerging art and artists and everything in between. I wrote a blog documenting my experience called NoSpainNoGain.me.

I hope to contribute to the growing art collection directly impacting my very own community as my roots in Birmingham continue to grow.

Sincerely,



Marla Kaftan

Birmingham City Commission Minutes

February 8, 2021

7:30 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/504655949/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Alexandria Bingham, City Clerk, 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 Markus, City Clerk Bingham, City Planner Cowan, City Attorney Currier,
Planning Director Ecker, Assistant to the City Manager Fairbairn, City Attorney Kucharek

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

Announcements

- The City Commission would like to wish Commissioner Nickita a happy birthday!
- Senator Mallory McMorrow's Constituent Director Liz Trombley.

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.

02-021-21 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Host: Item A – City Commission Minutes of January 23, 2021

Commissioner Sherman:

Item B – City Commission Minutes of January 25, 2021

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve the Consent Agenda with the exception of Items A and B.

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

Nays, None

- C. Resolution approving the warrant list, including Automated Clearing House payments, dated January 27, 2021, in the amount of \$1,753,893.79.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated February 3, 2021, in the amount of \$728,388.09.
- E. Resolution to set a public hearing date for March 8th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review to allow the operation of the All Seasons 2 independent senior living facility at 219 Elm St.
- F. Resolution to award the Adams Park Design Consultant services to Michael J. Dul & Associates, Inc. in the amount not to exceed \$7,675.00. Funds are available in the Parks – Other Contractual Service account #101-751.000-811.0000 for this project. Further, to authorize the Director of Public Services to sign the Professional Service proposal on behalf of the City upon receipt of the required insurance coverage.
- G. Resolution to approve the 2021 annual flower purchase from Croswell Greenhouse Inc. in the amount not to exceed \$19,649.60 and the 2022 annual flower purchase in the amount not to exceed \$19,972.75. Funds are available from the General Fund – Property Maintenance – Operating Supplies account #101-441.003-729.0000.
- H. Resolution to confirm the City Manager's authorization for the emergency expenditure related to the repair of vehicle #26 by J.B.DLCO Auto Repair Center & Multistate Transmissions for \$7,871.71 to be charged to the Auto Equipment account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.
- I. Resolution to approve a request from the Birmingham Shopping District to hold the 2021 Farmers Market season beginning Sunday, May 2, 2021 to October 31, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- J. Resolution to approve a request from the Birmingham Shopping District to hold the 2021 Day on the Town special event on Saturday, July 31, 2021. Approval is contingent upon compliance with

all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

- K. Resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the 2021 Movie Nights on Fridays, June 11, July 16, and August 13, 2021, with rain dates scheduled on Saturdays, June 12, July 17, and August 14, 2021. Approval is contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- L. Resolution setting Monday, February 22, 2021 at 7:30 PM to consider the renewal of all existing liquor licenses in the city.

02-022-21 (Item A) City Commission Minutes of January 23, 2021

On page four, in two places, Commissioner Host said 'underground lighting' should be changed to 'underground utilities'.

On page five, Commissioner Hoff noted 'seems' in the middle of the page should be corrected to 'seams'.

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:
To approve the City Commission meeting minutes of January 23, 2021.

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

Nays, None

02-023-21 (Item B) City Commission Minutes of January 25, 2021

On page nine, Commissioner Sherman asked that the motion be corrected to read:

To direct the City Manager and City Clerk to work with staff to prepare for the suggested workshops
AND

To direct the City Clerk to continue to maintain a list of desired workshops by the Commission
AND

To direct the City Clerk to coordinate with the Commission, City Manager and City Staff to schedule and notice future workshops as needed
AND

For the workshop meeting nights, for the meetings to end at 10 p.m.

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

To approve the City Commission meeting minutes of January 25, 2021.

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

Nays, None

VI. UNFINISHED BUSINESS

None.

VII. NEW BUSINESS

02-024-21 Public Hearing – 251 E. Merrill - Tappers

The Mayor opened the public hearing at 8:02 p.m.

PD Ecker presented the item.

John Henke and Mark Tapper were present on behalf of the application.

PD Ecker confirmed that nearby businesses and residences were notified about this matter twice -- once at the Planning Board level, and once in advance of the current Commission discussion. She stated her office received no comments from the community regarding the proposal.

The Mayor closed the public hearing at 8:09 p.m.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To approve the Special Land Use Permit, Final Site Plan and Design Review to allow the operation of Tapper's Gold Exchange at 251 E. Merrill, suite 236.

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

Nays, None

02-025-21 Public Hearing - 469-479 S. Old Woodward – Lot Combination

The Mayor opened the public hearing at 8:11 p.m.

Mayor Pro Tem Longe recused herself from discussion of the item citing a business relationship between her spouse and the applicant.

CP Cowan presented the item.

Commissioner Nickita asked that, when available, site plans be included in the agenda packet for similar items moving forward.

Rick Rattner, attorney for the project, and Duraid Markus, owner of the property, were present.

The Mayor closed the public hearing at 8:25 p.m.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve the proposed lot combination of 469-479 S. Old Woodward, parcels 19-36-208-011 and 19-36-208-012.

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

Nays, None

02-026-21 "Pyramid Earth" by Kegham Tazian - Sculpture Donation

Mayor Pro Tem Longe rejoined to the meeting.

CP Cowan presented the item.

Charlie Neff reviewed how he would be constructing the granite base. He and the artist's son, Kegham Tazian, were present. Mr. Tazian stated he was working with the Public Arts Board and said he was confident that through their shared work there would be sufficient funding for the project.

Commissioner Baller and the Mayor expressed appreciation on behalf of the community to Messrs. Tazian and Mr. Neff.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To accept the donation of the "Pyramid Earth" sculpture by Kegham Tazian and to approve the installation at Linden Park on the existing pad.

AND

To approve payment of \$2,000 in financial assistance from the Public Arts Board budget towards the construction of a granite base in partnership with the Cultural Council of Birmingham Bloomfield and the artist for the sculpture installation, to be charged to the Public Arts Board account #101-299-000-811-0000.

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

Commissioner Nickita
Mayor Boutros

Nays, None

02-027-21 **Bang the Table License Purchase**

Assistant to the City Manager Fairbairn and Mike McInerney of Bang the Table (BTT) presented.

Mr. McInerney explained:

- There are analysis tools available on the backend of the program;
- Other municipalities using BTT have seen public response increase from three to four comments a meeting to 7,000 to 8,000 registered and regular users of BTT;
- Members register to ensure that community interests are accurately represented and that trolling is not occurring;
- Round-the-clock moderation is provided by BTT;
- BTT provides translation tools for those users who are less confident communicating in English;
- BTT maintains high accessibility and security standards; and,
- Data is never provided to BTT - the City maintains sole access to all data.

Public Comment

Paul Reagan asked Mr. McInerney how governments best use BTT to follow up on resident input.

Mr. McInerney explained that in the first year of BTT use Birmingham staff will receive onboarding and training in recommendations from the International Association of Public Participation.

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

To authorize the IT department to purchase an annual license and one-time onboarding fee from Bang the Table public engagement software for a total of \$14,900. This purchase should be charged to account #636-228.000-933.0700 and further to approve the appropriation and amendment to the fiscal year 2020-2021 Computer Equipment Fund budget as follows:

Revenues:

Appropriation from Net Position	636-000.000-400.0000	\$14,900
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Expenditures:

Connectivity	636-228.000-933.0700	\$14,900
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Commissioner Hoff said she was unclear what further benefit BTT could bring to Birmingham since residents are already fairly engaged and vocal and since the City already uses social media and e-newsletters to communicate with the public.

Mr. McInerney said BTT can help provide a more complete picture of resident opinions. He cited two examples where there were a few dozen residents against a given proposal, but a look at statistics on BTT showed that thousands of residents had also reviewed the proposal and not commented, indicating that the silent majority was comfortable with the proposals as-is. He reiterated it also makes public participation more accessible to a much broader range of people which means more complete insight for the municipality.

In response to CM Markus, Mr. McInerney stated that there is no average demographic profile of a BTT user.

CM Markus said he was optimistic BTT would help Birmingham increase public participation among younger residents and said the cost was fairly reasonable.

Commissioner Nickita thanked the Staff for the work that went into researching the different options. He asked Staff to keep track of how the first year of using BTT goes so that there is information available when it is time to evaluate a potential renewal.

Mayor Pro Tem Longe stated that in a conversation towards the end of 2020 with former CM Valentine, he had stated that very few residents were reading the e-newsletters and watching the City's informational videos. Mayor Pro Tem Longe stated that BTT could be a very good opportunity to increase public participation. She said the City should also integrate BTT into the City's upcoming website improvements.

Public Comment

Andrew Haig said that while the residents are vocal, the City very much needs to make resident participation more convenient. He stated it is difficult for many to attend the meetings at the time they are held, and that the meetings often run long meaning residents must wait to comment. He said that if BTT is useful the fees would be very worthwhile.

Paul Reagan said that in order for BTT to be successful having one point-person on staff would likely be insufficient. He said the program would likely need full-time staffing to run well and that every City department should have a staff member whose responsibility it is to follow up on resident questions and comments posted on BTT.

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

Nays, None

02-028-21 Commission Workshops

City Clerk Bingham reviewed the item with CM Markus adding brief comment.

Commissioner Baller thanked Staff for their work on the item.

MOTION: Motion by Commissioner Baller, seconded by Mayor Pro Tem Longe:
To adopt the suggested workshop routines and conduct.

Commissioner Host thanked Staff for their work on the item.

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

Nays, None

Commission Discussion on items from prior meetings.

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
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IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice to appoint – Parks and Recreation Board, Multi-Modal Transportation Board, Planning Board & Birmingham Area Cable Board
- B. Commissioner Comments

Commissioner Host commented on the master plan process, clarifying for residents that it is the Planning Board's responsibility to solicit public feedback and shape the draft in combination with the Planning Department and the master planning team. He enjoined all residents to participate in the ongoing feedback processes respectfully.

Commissioner Host also asked that the City hire accountants to determine which City expenditures benefit the residential community, which benefit the commercial community, and which overlap. He said he would like that to be a requirement of the City's annual audit moving forward.

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

CM Markus provided a brief overview of his inaugural Manager's Report and its purpose.

Mayor Pro Tem Longe and Commissioner Host both thanked CM Markus.

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 9:45 p.m.

City of Birmingham
Warrant List Dated 02/10/2021

Meeting of 02/22/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
277785		009267	1-2-1 MARKETING INC	597.00
277786		004627	A & L SYSTEMS INC	42.96
277787		MISC	A.M. LEONARD INC	338.15
277788	*	008226	KATHERINE ABELA	283.50
277789	*	007266	AETNA BEHAVIORAL HEALTH LLC	421.59
277790	*	MISC	ALAN DUCATMAN	1,341.56
277791		008304	AMERINET	18,957.60
277792	*	008977	JOBMATCH LLC DBA APPLICANTPRO	488.00
277794	*	004027	AUTOMATED BENEFIT SVCS INC	9,826.02
277796	*	003839	MATTHEW J. BARTALINO	40.23
277797	*	001282	BEAR PACKAGING & SUPPLY INC	380.00
277799		000524	BIRMINGHAM LOCKSMITH	314.30
277800		003526	BOUND TREE MEDICAL, LLC	897.82
277803	*	MISC	BRENDAN MCGAUGHEY	255.67
277805	*	008334	DAVID BUTTIGIEG	170.61
277807		005238	CBTS	3,961.50
277809	*	000444	CDW GOVERNMENT INC	154.46
277810	*	007134	CERTIFIED POWER, INC	1,048.25
277811		009137	CGS, INC	2,380.00
277812		007710	CINTAS CORP	247.99
277813	*	007710	CINTAS CORP	114.64
277814		000605	CINTAS CORPORATION	23.86
277814	*	000605	CINTAS CORPORATION	72.43
277815	*	000912	MARK CLEMENCE	115.00
277816	*	004026	COFINITY	1,458.00
277817		009167	COL'S FAMILY RESTAURANT	76.95
277818	*	008955	COMCAST	247.22
277820	*	000627	CONSUMERS ENERGY	683.44
277821		008512	COOL THREADS EMBROIDERY	72.00
277824		007124	CRIMEDAR INC.	400.00
277825	*	003923	CUMMINS BRIDGEWAY LLC	2,816.16
277826	*	MISC	CURNUTTE, COREY	2,217.36
277828	*	006907	DENTEMAX, LLC	144.00
277830		MISC	DETROIT BUILD INC	206.25
277831	*	000190	DOWNRIVER REFRIGERATION	74.63
277832	*	000179	DTE ENERGY	146.83
277833	*	000179	DTE ENERGY	229.76
277834	*	000179	DTE ENERGY	14.95
277835	*	000179	DTE ENERGY	914.48
277836	*	000179	DTE ENERGY	304.42
277837	*	000179	DTE ENERGY	16.83
277838	*	000179	DTE ENERGY	59.39

City of Birmingham
Warrant List Dated 02/10/2021

Meeting of 02/22/2021

Check Number	Early Release	Vendor #	Vendor	Amount
277839	*	000179	DTE ENERGY	450.39
277840	*	000179	DTE ENERGY	189.07
277841	*	000179	DTE ENERGY	2,188.42
277842	*	000179	DTE ENERGY	89.45
277843	*	000179	DTE ENERGY	107.46
277844	*	000179	DTE ENERGY	1,709.73
277847	*	007538	EGANIX, INC.	720.00
277849	*	009100	ENZO WATER SERVICE	710.00
277851	*	007289	BRIAN FREELS	86.16
277852	*	MISC	GEIGER, GREGORY	1,549.73
277853	*	MISC	GEORGE MARSH	1,358.61
277854		MISC	GIANNOLA, CHRISTOPHER	100.00
277855	*	005103	GORNO FORD, INC.	36,830.00
277856		008293	GRAINGER	468.53
277857		MISC	GREAT LAKES CUSTOM BUILDER LLC	2,000.00
277859		001531	GUNNERS METER & PARTS INC	565.00
277860	*	MISC	HALLETT, BRADLEY	4,415.71
277861	*	MISC	HAMID, SAFI	4,575.66
277862	*	001956	HOME DEPOT CREDIT SERVICES	173.55
277864		000948	HYDROCORP	1,315.00
277865		004837	IDEACORE, LLC	75.00
277866		MISC	IDEAL BUILDERS AND REMODELING INC	2,500.00
277868	*	MISC	JACQUET AND PURDY FAMILY TRUST	13,329.61
277869		008564	JERRY'S TIRE INC	583.00
277870	*	009249	JOHN C COOK	100.00
277871		000347	JOHN R. SPRING & TIRE CENTER INC.	95.39
277875		MISC	MAC CONSTRUCTION, INC.	500.00
277876		001417	MAJIK GRAPHICS INC	340.00
277877		MISC	MARANGON BUILDERS LLC	300.00
277879	*	000369	MCMI	1,262.50
277880		008793	MERGE MOBILE, INC.	73.00
277881		MISC	MICHIGAN BASEMENTS LLC	200.00
277882		001660	MICHIGAN CAT	1,236.34
277883	*	001387	MICHIGAN MUNICIPAL LEAGUE	183,117.10
277885	*	006461	MID AMERICA RINK SERVICES	936.36
277886		007214	MIDWEST ARBORIST SUPPLIES	164.95
277888		000230	MIKE SAVOIE CHEVROLET INC	128.45
277890		MISC	NATHAN BERNARD HOMES INC	2,500.00
277891		001194	NELSON BROTHERS SEWER	715.00
277892	*	007755	NETWORK SERVICES COMPANY	977.51
277894	*	000477	OAKLAND COUNTY	7,654.75
277897	*	000481	OFFICE DEPOT INC	395.44
277898	*	MISC	OKAB, REEM	667.97

City of Birmingham

Warrant List Dated 02/10/2021

Meeting of 02/22/2021

Check Number	Early Release	Vendor #	Vendor	Amount
277899		005733	POWER LINE SUPPLY	50.56
277900		001132	PRIMO'S PIZZA	218.25
277901		002852	QMI GROUP INC	24.00
277902	*	MISC	SCHEA, CAMERON	2,025.88
277903	*	005759	SCHENA ROOFING & SHEET METAL	400.00
277904	*	006590	SECURE DOOR, LLC	143.00
277905		MISC	STAR BUILDERS INC	234.63
277906		MISC	STEVE EDELMAN	650.00
277907		000256	SUBURBAN BUICK GMC INC	97.89
277908	*	MISC	TAKE DOWN TAXES LLC	113.42
277910	*	009254	THOMAS M MARKUS	419.21
277911		000275	TIRE WHOLESALERS CO INC	108.30
277912		MISC	TOWER CONSTRUCTION LLC	300.00
277913		MISC	UNISON BUILDING CO	200.00
277914	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	22,549.79
277915		009266	US SIGNAL COMPANY LLC	70.77
277916	*	000293	VAN DYKE GAS CO.	131.34
277918	*	000158	VERIZON WIRELESS	76.02
277919	*	000158	VERIZON WIRELESS	734.95
277920	*	000158	VERIZON WIRELESS	151.93
277921	*	000158	VERIZON WIRELESS	176.00
277922	*	000158	VERIZON WIRELESS	1,086.50
277924		006491	VILLAGE AUTOMOTIVE	969.11
277925		MISC	WALLSIDE INC	500.00
277926		MISC	WALLSIDE WINDOWS	100.00
277927	*	004497	WATERFORD REGIONAL FIRE DEPT.	188.82
277929		000299	WEINGARTZ SUPPLY	482.55
277930		MISC	WERNER, JEREMY M	200.00
277931	*	004512	WOLVERINE POWER SYSTEMS	991.38

SUBTOTAL PAPER CHECK

\$363,404.95

ACH TRANSACTION

3391	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	52,503.31
3394	*	007345	BEVERLY HILLS ACE	67.86
3395	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	39.96
3396	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	1,317,545.41
3397		009183	BOB ADAMS TOWING	156.00
3398		007875	CANFIELD EQUIPMENT SERVICE INC.	1,216.14
3400	*	001077	DUNCAN PARKING TECH INC	10,032.81
3401	*	000207	EZELL SUPPLY CORPORATION	258.66
3402	*	001672	HAYES PRECISION INC	30.50
3403		000261	J.H. HART URBAN FORESTRY	12,874.75
3404	*	003458	JOE'S AUTO PARTS, INC.	762.59
3405	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,578.00

City of Birmingham
Warrant List Dated 02/10/2021

Meeting of 02/22/2021

Check Number	Early Release	Vendor #	Vendor	Amount
3408	*	001035	MUNICIPAL EMERGENCY SERVICES	334.12
3409	*	006359	NYE UNIFORM COMPANY	267.00
3410	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	461,214.67
3411	*	006853	PAUL C SCOTT PLUMBING INC	543.00
3413		000254	SOCRRA	77,688.00
3414	*	002088	WM. CROOK FIRE PROTECTION CO.	5,058.02
SUBTOTAL ACH TRANSACTION				\$1,942,170.80
GRAND TOTAL				\$2,305,575.75

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Fire Department

DATE: February 12, 2021

TO: Thomas M. Markus, City Manager

FROM: Paul A. Wells, Fire Chief

SUBJECT: Oakland Together Restaurant Relief Grant Program Interlocal Agreement

INTRODUCTION:

The City of Birmingham was awarded a total of \$106,970.00 from Oakland County to help support the local needs of restaurants, bars, and cafes. A stipulation of the award is to sign and submit the Oakland Together Relief Grant Program Interlocal Agreement.

BACKGROUND:

In December 2020, the City of Birmingham applied for equipment and funds to help local restaurants, bars, and cafes with financial issues arising from COVID-19. In Phase One, the City was awarded \$85,576.00 in funds from the grant program. In Phase Two of the Restaurant Relief Grant Program, the City applied for and was awarded an additional \$21,394.00.

The Birmingham Fire Department has been able to provide the following amount of eligible items through the restaurant relief grant, valued at \$48,192.00.

- 60 – outdoor propane heaters
- 1,400 – 20lb. propane tank exchanges
- 25 – electrostatic sprayers
- 50 – gallons of disinfectant
- 3 – greenhouses
- 1 – igloo

The remaining balance of \$58,778.00, in coordination with the Birmingham Shopping District (BSD), will be used for reimbursing restaurants, bars, and cafes for COVID-19 related expenses they have accrued through June 30, 2021. Eligible purchases through the grant are personal protective equipment (PPE), outdoor propane heaters, electrostatic sprayers, propane, electric heaters, greenhouses, igloos, and supplies for building temporary outdoor shelters (which include lumber, tables, chairs, etc.).

LEGAL REVIEW:

A legal review was conducted and no legal issues exist.

FISCAL IMPACT:

There is no fiscal impact.

SUMMARY:

The restaurants, bars, and cafes in the City of Birmingham have appreciated the much needed relief funds that the County has awarded. The final phase of this grant is to reimburse local restaurants, bars, and cafes for their COVID-19 related expenses purchased through June 20, 2021.

ATTACHMENTS:

The Oakland Together Restaurant Relief Grant Program Interlocal Agreement

SUGGESTED RESOLUTION:

To execute the Oakland Together Restaurant Relief Grant Program Interlocal Agreement, and further to authorize the Fire Chief to sign the agreement on behalf of the City.



RESTAURANT RELIEF PROGRAM INTERLOCAL

AGREEMENT

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Public Body indicated below ("Public Body") County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of improving economic development opportunities for restaurants and bars within Oakland County that have been negatively impacted by the pandemic. Assistance to these food establishments shall provide economic benefits to the Public Body and County. On December 7, 2020, in Resolution MR # 20664 the Oakland County Board of Commissioners created the Oakland Together Restaurant Relief Program and allocated \$2 million dollars for weatherization of eligible restaurants to adapt their operations for outdoor dining services and \$1 million dollars for supporting the safe reopening of eligible restaurants and bars. This Agreement is funded through that Program.

Application Number:

10006RR

Public Body Name:

City of Birmingham

Public Body Address:

151 Martin St, PO Box 3001, Birmingham, MI 48012

Public Body Point of Contact:

Paul A. Wells

The undersigned agree to the Agreement terms specified in Sections 1 through 14 herein, including the incorporated attachment, and affirm that they have the authority to sign on behalf of their respective Parties.

Grant Award:

Dollar Value of Products Awarded in Phase One:

\$ 21,902.00

Dollar Value of Products Awarded in Phase Two:

\$ 26,290.00

Acquisition and Reimbursement Funds Awarded in Phase Two:

\$ 58,778.00

Phase Two First Payment:

\$ 41,144.60

Phase Two Second Payment (Per Section 3):

\$ 17,633.40

Total Award:

\$ 106,970.00

The undersigned agree to the Agreement terms specified in Sections 1 through 25 herein, including the incorporated Exhibit(s), and affirm that they have the authority to sign on behalf of their respective Parties. Public Body shall provide County with a copy of its Resolution or Minutes approving this Agreement.

Public Body: *

Sign

By: *

Enter your full name

Oakland County Internal Processing Information:

Weatherization

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003320

Activity ID: EXP

Restaurant Safe Reopening

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003321

Activity ID: EXP

(A fully executed PDF copy of the grant agreement will be emailed to you for your records.)

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:

1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.

1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.

1.4. **County** means Oakland County, Michigan a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.6. **Exhibits** mean the following exhibits, which are applicable to this Agreement only if they are attached to this Agreement and selected (checked) below or added later by a formal amendment to this Agreement:

- ☒ Exhibit I: Requirements for Products, Acquisition and Reimbursement Provided by County
- ☒ Exhibit II: Performance and Expenditure Report Form
- ☒ Exhibit III: Phase I and Phase II Product Awards

1.7. **Grant Award** means (i) the products provided by County or (ii) funding for products acquired by Public Body and/or (iii) expenditures approved by County to Public Body. The total amount of the Grant Award is listed on the first page of the Agreement and is further explained in the Exhibits.

1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as contacts for communication and other purposes as described herein.

1.9. **Public Body** means the Public Body indicated on the first page of this Agreement, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.

2. COUNTY RESPONSIBILITIES.

2.1. County has reviewed Public Body's Application and determined that Public Body is eligible to receive a Grant Award. County is not obligated or required to provide any additional services that are not specified in this Agreement.

2.2. County may access, use, and disclose information concerning this Agreement and the Grant Award and/or products described herein to comply with the law, such as a subpoena, court order, or Freedom of information Act request. County may refer all such requests for information to Public Body's Points of Contact for their response within the required time frame if the information requested relates to records held by Public Body. County will provide commercially reasonable assistance for the response if requested by Public Body's Points of Contact, and if reasonably able to access the requested information.

3. PUBLIC BODY RESPONSIBILITIES.

3.1. Public Body shall comply with all terms and conditions in this Agreement, including each selected Exhibit. Public Body certifies that all its representations in its request for products, acquisition and reimbursement submitted to County ("Application") were accurate, truthful and complete and that those statements remain true as of the effective date of this Agreement. Public Body will only provide a Grant Award as Public Body requested in its Application and as were approved by County.

3.2. Public Body shall designate a representative(s) to act as a Point of Contact with County. The Point of Contact's responsibilities shall include:

- 3.2.1. Direct coordination and interaction with County staff.
- 3.2.2. Communication with the general public when appropriate.

3.3. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.

3.4. Public Body shall timely provide to County a Performance and Expenditure Report Form (Exhibit II) no later than forty-five (45) days after the Effective Date of the Agreement. If County approves the first Performance and Expenditure Report Form and issues a second payment to Public Body, the second Performance and Expenditure Report Form shall be provided by Public Body to County no later than July 12, 2021. Public Body shall provide receipts and other pertinent evidence to County as requested to demonstrate that the Grant Award was applied consistent with the requirements of this Agreement. If requested by County, Public Body shall provide information concerning the Grant Award to Grantor in a web-based report format.

4. **DURATION OF INTERLOCAL AGREEMENT.** This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

4.1. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.

4.2. Unless extended by an Amendment, this Agreement shall remain in effect until June 30, 2021 or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS**

5.1. If County approves providing money to Public Body as part or all of a Grant Award, County shall provide seventy (70) percent of the funds within fourteen (14) days of execution of the Agreement. County will provide thirty (30) percent of the funds within fourteen (14) days of its approval of a completed Performance and Expenditure Report Form. If Public Body fails to provide the necessary information in the Performance and Expenditure Form, County is not obligated to provide the additional thirty (30) percent of funds.

6. **REPAYMENTS.**

6.1. Public Body shall repay County any unspent monies from the Grant Award by June 30, 2021. The payment of the unspent Grant Award shall be due to County by July 12, 2021.

6.2. Public Body is subject to repayment to County of an amount equal to the Grant Award funds received by Public Body in the event Public Body fails to comply with the requirements of this Agreement or the Grant Award funds were used in a manner inconsistent with federal or state law.

6.3. If Public Body, for any reason, fails to pay County any monies not properly spent under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was due and owing under this Agreement.

6.4. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. 6.5. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6.6. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Exhibits identified in this Agreement, shall not relieve Public Body of any payment obligation prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

7. ASSURANCES.

7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

7.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, in any Claim 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 judgments and attorney fees.

7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

7.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines, penalties, and fees associated with its acts or omissions related to this Agreement and /or for noncompliance with this Agreement.

7.5. **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. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

7.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

8. USE OF CONFIDENTIAL INFORMATION.

8.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or Public Body employees, agents, or contractors not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body shall only use the Confidential Information for performance of this Agreement.

Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.

8.2. Subject to any record retention laws or legal requirements, within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all the disclosing Party's Confidential Information.

9. DISCLAIMER OF WARRANTIES.

9.1. County services, including any goods, services, parts, supplies, equipment, or other items that are provided to Public Body under this Agreement, are provided on an "as is" and "as available" basis, "with all faults."

9.2. County expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.3. County makes no warranty that: (i) the goods or services will meet Public Body's requirements; or (ii) the services will be uninterrupted, timely, secure, accurate, or error-free.

10. LIMITATION OF LIABILITY.

10.1. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, indirect, special, and/or punitive damages arising out of this Agreement, regardless of whether the other Party has been informed of the possibility of such damages.

10.2. Notwithstanding anything to the contrary contained herein and to the extent permitted by law, the total liability of County under this Agreement (whether by reason of breach of contract, tort, equity, or otherwise) shall not exceed the amount of the goods or funding provided by County under this Agreement.

11. DISPUTE RESOLUTION.

All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Deputy responsible for the Department of Economic Development and Public Body's Agreement Administrator/Point of Contact for possible resolution. County's Deputy and Public Body's Agreement Administrator/Point of Contact may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees may meet promptly and confer in an effort to resolve such dispute.

12. TERMINATION OR CANCELLATION OF AGREEMENT.

12.1. Either Party may terminate or cancel this entire Agreement or any one of the Services described in the attached Exhibits, upon fifteen (15) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

12.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

12.3. The effective date of termination and /or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Economic Development.

13. SUSPENSION OF SERVICES.

County, through its Director of Economic Development, may immediately suspend Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Services are suspended under this Section.

14. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

15. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, contractors, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **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.

19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.

20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

21. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

22. **NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

22.1. If Notice is sent to County, it shall be addressed and sent to 1) County's Director of Economic Development, 2100 Pontiac Lake Road, Waterford, Michigan 48328, and 2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

22.2. If Notice is sent to Public Body, it shall be addressed to the Point of Contact and Address of the Public Body indicated on the first page of the Agreement.

22.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

23. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 7); Use of Confidential Information (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 11); No Employee-Employer Relationship (Section 15); No Third-Party Beneficiaries (Section 16); No Implied Waiver (Section 17); Severability (Section 18); Precedence of Documents (Section 19); Force Majeure (Section 21); Governing Law/Consent to Jurisdiction and Venue (Section 23); Survival of Terms (Section 24); Entire Agreement (Section 25).

25. ENTIRE AGREEMENT.

25.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Services described in the attached Exhibits. Regarding those Services, this Agreement supersedes all other oral or written agreements between the Parties.

25.2. 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.

Submit



2

2



MEMORANDUM

Police Department

DATE: February 9, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Towing Contract – Jake's Acquisition's DBA Bob Adams Towing, Inc.

INTRODUCTION:

The current towing contract agreement with Bob Adams Towing, Inc. was approved by the City Commission on January 8, 2018 and authorized a three year contract to expire on February 25, 2021. This agreement included a two-year contract extension option (with mutual consent of both parties) to extend the contract to February 25, 2023. The police department is recommending a two year extension of the contract. Joe Jacob, owner of Jake's Acquisitions DBA Bob Adams Towing, Inc. has no objection to the proposed contract extension.

BACKGROUND:

Invitations to bid (ITB) for the towing and storage of impounded, abandoned, accident and other motor vehicles were solicited via the Michigan Intergovernmental Trade Network (MITN) with an ITB posted on MITN on November 14, 2017. Bids were publicly opened on December 5, 2017 in the office of the city clerk. One bid was received for this agreement. That bid was submitted by Bob Adams Towing, Inc. (business name changed to Jake's Acquisitions DBA Bob Adams Towing, Inc. on March 11, 2020). Jake's Acquisitions DBA Bob Adams Towing, Inc. has consistently provided satisfactory towing services for the City of Birmingham.

LEGAL REVIEW:

The city attorney has prepared and signed the attached two-year contract extension Agreement which incorporates the specifications and language of the Invitation to Bid.

FISCAL IMPACT:

There is no fiscal impact associated with this contract extension as the vendor has agreed to maintain the existing towing fees throughout the two year contract extension.

ATTACHMENTS:

1. Agreement for Towing and Storage of Impounded, Abandoned, Accident and Other Motor Vehicles
2. Attachment A - Invitation to Bid – Specifications / Scope of Work for Towing and Storage of Impounded, Abandoned, Accident and Other Motor Vehicles
3. Attachment B - Contractor's References and Equipment List
4. Attachment C - Cost Proposal Bid Form (3 pages)
5. Attachment D - Bidder's Agreement
6. Attachment E - Iran Sanctions Act

7. Certificates of Insurance

SUGGESTED RESOLUTION:

To extend the contract for towing and storage of impounded, abandoned, accident and other motor vehicles with Jake's Acquisitions DBA Bob Adams Towing, Inc. for a term of two years commencing on February 21, 2021 and terminating of February 25, 2023 and to authorize the mayor and the city clerk to execute the contract on behalf of the city.

**AGREEMENT FOR TOWING AND
STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND
OTHER MOTOR VEHICLES**

THIS AGREEMENT, made the _____ day of _____, 2021 by and between the **CITY OF BIRMINGHAM**, A Michigan Municipal Corporation, having its principal municipal office at 151 Martin Street, Birmingham, MI 48009 (hereinafter "City"), and **JAKE'S ACQUISITION, INC. d/b/a BOB ADAMS TOWING, INC.**, having its principal office at 2499 Cole Street, Birmingham, MI (hereinafter "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a towing services contractor in the City and has heretofore advertised for bids for the procurement and performance of services required to perform **TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND OTHER MOTOR VEHICLES**, and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform **TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND OTHER MOTOR VEHICLES**.

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 Invitation to Bid to perform towing and storage of impounded, abandoned, accident and other motor vehicles and the Contractor's cost proposal dated December 4, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB (Attachment A).
2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for towing and storage of impounded, abandoned, accident and other motor vehicles, as set forth in the Contractor's December 4, 2017 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate this Agreement in accordance with the ITB. This is an extension of the original contract and as agreed to pursuant to the ITB in the second paragraph (See attachment A). This Agreement shall be extended for a term of two (2) years commencing on February 25, 2021, and terminating on February 25, 2023.
4. The City reserves the right to review and investigate all aspects of the Contractor's operations including, but not limited to site inspections, equipment inspections, background checks on employees/owners, and reference checks.

5. The Contractor and the City agree 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 part, 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 an 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 it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of 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 by this paragraph. The Contractor shall procure and maintain at all times during the duration of the Agreement the minimal available insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability Insurance: 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: The Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*. The City of Birmingham including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from Contractor under this Section.
- E. Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor

Vehicle Liability Insurance as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Director, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012-3001."

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation 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;

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

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 their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of 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.

The City agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the City's contract with such contractors to indemnify the Contractor for any liability incurred by the Contractor as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the Contractor.

14. 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.

15. 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.

16. If the 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.

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

City of Birmingham
Attention: Ellen DeView
151 Martin Street
Birmingham, MI 48009
(248) 530-1869

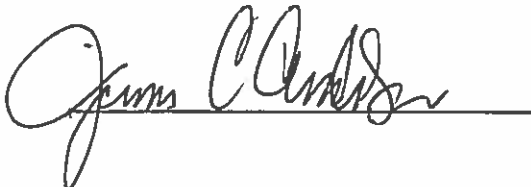
Contractor
Jake's Acquisition, Inc. d/b/a
Bob Adams Towing, Inc.
2499 Cole Street
Birmingham, MI 48009
(248) 644-5000

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

WITNESS:

CONTRACTOR:



JAMES ANDERSON

JAKE'S ACQUISITION, INC.
d/b/a BOB ADAMS TOWING

By:

Its:


PRESIDENT

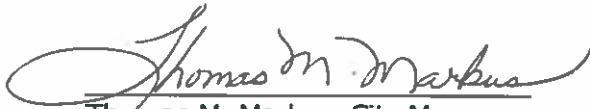
JOSEPH MARK
JACOBS

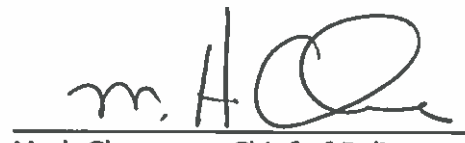
CITY OF BIRMINGHAM


By: _____
Pierre Boutros
Its: Mayor

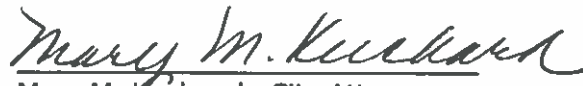
By: _____
Alexandria D. Bingham
Its: City Clerk

Approved:


Thomas M. Markus, City Manager
(Approved as to substance)


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

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


Mary M. Kucharek, City Attorney
(Approved as to form)

Kimberly Wickenheiser,
Asst. Finance Director

ATTACHMENT A

INVITATION TO BID – SPECIFICATIONS / SCOPE OF WORK

**FOR TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND OTHER
MOTOR VEHICLES**

PROJECT LOCATION: BIRMINGHAM, MICHIGAN 48009

The Birmingham Police Department is accepting sealed proposals from qualified vendors for the towing and storage of impounded, abandoned, accident and other motor vehicles. The specifications are detailed on the attached sheets.

The City of Birmingham, Michigan will grant to the successful bidder, a contract for a period of three (3) years commencing February 26, 2018, and ending February 25, 2021, with an option to extend at the same rate for two (2) additional years through mutual consent.

It is the intent of the City of Birmingham, Michigan to ensure prompt, adequate service with reasonable and uniform costs for towing and storage for the City of Birmingham, and the public at the request of the City.

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

The successful vendor will be required to comply with the following specifications and requirements:

1. Specifications

- a. The term "City" used in this document will refer to the City of Birmingham, Michigan, and the term "Contractor" will refer to the bidder. The term "Vehicle" shall apply to all types of motor vehicles, including City owned or leased vehicles, when referred to specifically, which may be referred to or included in this document. The Contractor shall agree to sign the contract in a form agreeable to the City covering the following specifications:
- b. Contractor agrees to have the tow truck at the scene in a timely manner when a call has been placed by the City Police Department, the City Department of Public Services or other authorized City representatives, and to clean accident debris from the street upon response to accident scene. Cleanup will be deemed complete when inspected and approved by the City employee in charge of the scene. If response time is unreasonably long in the judgment of the City employee in charge of the scene, another wrecker service may be called. Response time is a critical aspect of this contract, and may necessitate stationing wreckers at a centralized location within the City.
- c. Contractor agrees to supply four (4) trucks at any one time, if needed.
- d. Contractor agrees to radio dispatch his wreckers.

- e. Contractor agrees to keep the City informed of the number of wreckers it owns, including the year, make, model, and capacity. This information is to be provided to the chief of police.
- f. All vehicles used in the performance of this contract will be clearly and permanently marked with the Contractor's name and telephone number.
- g. Contractor agrees to abide by a standard table of fees, as set forth in this needed as requested by police at the scene. Contractor further agrees to charge only for equipment actually used at the scene.
- h. Copies of all bills shall be forwarded to the City of Birmingham, Michigan on a monthly basis. Special equipment or added service fees, which are over and above the standard towing fee, must have a written justification for such added fees included with the bill.
- i. The City reserves the right to hire specialized equipment outside of this agreement, when needed, i.e., mobile cranes, or other heavy equipment which might be needed for special situations.
- j. Contractor shall maintain a storage yard within the City limits of the City of Birmingham. Said storage yard shall meet all local ordinance requirements, including any permit fees. Contractor shall maintain an office at the storage yard, which shall also meet all local ordinance requirements. A working telephone at the dispatch station and at the storage yard shall also be provided. The storage yard shall be staffed with Contractor's personnel six (6) days a week (Monday through Saturday) during a minimum of the following hours:

Monday - Friday 8:00 a.m. - 6:00 p.m.

Saturday 8:00 a.m. - 4:00 p.m.

Sunday and all holidays - Closed

The following are recognized holidays:

January 1	Thanksgiving Day
Memorial Day	December 24
July 4	December 25
Labor Day	December 31

Contractor shall furnish towing services for the removal of vehicles; including City owned or leased vehicles, and City-owned equipment, when requested by the City police department, City department of public services, or other authorized City representatives. Such services shall be available on a twenty-four-(24) hour basis.

- k. All drivers and vehicles utilized by the Contractor, shall meet all of the operating and licensing requirements of the State of Michigan. Drivers must be properly trained in the removal and towing of vehicles.

- i. Contractor shall have tow trucks adequate for towing and/or pushing vehicles, each of which shall include, but not be limited to: dollies, jack stands, slings, snatch blocks, chains, cables, fire extinguishers, flares, reflectors, flags, brooms and shovels; lights, warning devices, special markings, boom(s), equipment needed for special handling, all of which shall conform with the standards, requirements, and regulations provided by federal, state, county and City agencies, as well as by this Agreement. All such equipment shall be in proper and good condition for such use.
- m. Contractor shall maintain, and have available at all times for inspection by authorized City representatives, detailed records covering all the services rendered relative to this Agreement. The City shall provide all required impound lot forms required for use by the City Police Department.
- n. Within five (5) days following the last day of each month, the Contractor will provide a complete inventory of all vehicles stored at the Storage Yard as of the last day of the month.
- o. Contractor will be required to permit members of the City Police Department or other authorized City representatives, to inspect the storage yard, stored vehicles, office or other buildings, and records relative to this Agreement, whenever it is deemed reasonably necessary by the City.
- p. The City reserves the right to conduct an audit of all bills and records relevant to this contract at least twice a year.
- q. Contractor will be required to have drivers wear company provided uniforms and ANSI approved safety vests.
- r. Contractor shall possess and maintain all necessary vehicles and equipment with the capability to tow and store semi-trucks and trailers.

2. Abandoned Vehicles

Removal of abandoned vehicles at the City's request shall be governed by the following:

- a. Vehicles designated as "abandoned" by City police, will be removed at their request and held in impound until disposed of by public sale.
- b. Vehicles designated as "scrap abandoned" by City police, will be removed by the most expedient means available. The City reserves the right to retain any agency for immediate removal and disposal of those vehicles deemed "scrap abandoned."

3. Cancellation by City

This agreement shall be cancelable on the part of the City immediately by giving written notification addressed to the Contractor and sent by certified mail or hand delivered to Contractor's address, as shown on the Contractor's bid form. The Agreement shall be cancelable by the City Commission. The City Police Department, City Department of Public Services or other authorized City representative may call another towing company if the Contractor does not respond within a timely manner, notwithstanding any cancellation by the City.

4. Equipment

All equipment shall be in good mechanical condition and subject to inspection by and approval from the City. All towing vehicles must be equipped with two-way radios capable of covering all territory within the City limits.

5. Owner's Request for Tow

Nothing contained in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his own choice, or requesting that his vehicle be towed to a garage or compound other than that of the Contractor at the owner's expense, provided that the tow vehicle is on the scene within fifteen minutes of owner's request.

6. Service Call Cancellation

The City reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook-up, without either the City, owner or operator incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed, and the owner can safely move the vehicle, in the opinion of the on-scene police officer, no charges will be made. The Contractor agrees that the mere response to a service call scene without other action, does not constitute a service call for which charges are applicable.

7. Claiming of Property

Prior to releasing a vehicle from impound, the Contractor agrees to do all of the following:

- a. Verify the owner of the vehicle is present with picture identification.
- b. Only a person present with a valid operator's license will be able to drive the vehicle from the storage yard (if owner's license not valid - third party with valid license may accompany owner to obtain the vehicle from the storage yard).
- c. The owner of the vehicle must present a valid registration and proof of insurance.
- d. If the vehicle is to be towed, the towing company removing the vehicle must have MPSC license and proof of worker's compensation insurance.
- e. Check to make sure the vehicle does not have a police "hold" on it. If the vehicle has a "hold" on it, the vehicle is not to be released unless a release is obtained from the police department.
- f. Collect a \$25.00 administrative processing impound fee on behalf of the police department from the owner of the vehicle. See Section 8 "Collection/Charges" for the Contractor's responsibilities to submit funds collected on behalf of the City.
- g. Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner with an itemized statement of all

charges made for the impounded of the vehicle, including a written justification for fees over and above the standard towing fee.

- h. Prior to releasing a vehicle from impoundment due to unpaid parking violations the Contractor must first obtain a release or receipt from the City of Birmingham Treasury or Police Department (provided to the Contractor by the vehicle owner) indicating that the overdue violations which resulted in the vehicle impoundment have been paid in full.

8. Collection / Charges

The City will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched the service, unless such service is applicable to City-owned or leased equipment. All such services rendered shall be charged only to the owner/lessee of the towed vehicle or other lawful claimant of possession. Contractor shall have no claim against the City for any towing or storage charges.

Contractor shall be required to maintain records of all vehicles towed and released for the City of Birmingham. All records of impounded and released vehicles must be retained for a minimum period of two years. By the 15th day of each month the Contractor will submit a copy of each "Birmingham Police Department Impounded Vehicle Supplemental Report" to the Services Commander to document the prior month's vehicle impound activity. Additionally the Contractor shall submit a check payable to the City of Birmingham each month for the combined total of each \$25.00 administrative processing impound fee as collected per Section 7 "Claiming of Property" - Paragraph 8. This payment is due on the 15th day of each month and will report the activity of the previous month.

It is the intention of the City of Birmingham that with authorization from the Police Department the Contractor shall have the obligation to remove any car designated as junked, damaged, abandoned, stolen, illegally parked, impeding traffic, or pursuant to an arrest. The costs for towing services including impoundment, storage, and release for all towed vehicles whether City or privately-owned shall not deviate from the prices agreed to in the Contract.

9. Storage of Vehicles

Unless specifically authorized by the Birmingham Police Department, vehicles will not be disposed of in any way. Contractor shall be responsible for all maintenance and repair of the storage yard. Any inadequacy in the maintenance and repair of the storage yard, in the sole opinion of the City manager, shall be submitted in writing to the Contractor with ten (10) days allowed for the Contractor to correct inadequacy. Special extensions may be considered.

10. Fees and Charges

All fees and charges are to be collected from the owners of the vehicles. The City assumes no responsibility for collecting or guaranteeing payments for towing or storage.

- a. The City will NOT be liable for any charges for towing and storage, nor for any damage or loss incurred in moving any vehicle.
- b. The Contractor shall prominently post at the storage yard, a list of towing and storage charges, hours of operation as approved by the City, as well as the Contractor's business telephone number.

11. Contract Terms

The period of the Agreement will be for three (3) years, effective February 26, 2018 through February 25, 2021 with an option to extend at the same rate for two (2) additional years through mutual consent. This agreement is non-assignable and non-transferable by the Contractor.

12. Disposal

Contractor shall allow the City the space, access, and time to set up a public viewing for purposes of having an auction at the storage yard as often as deemed necessary by the City. Contractor agrees to supply all needed manpower, as determined by the police department, to conduct an auction at no cost to the City. The City reserves the right to name the auctioneer. The minimum acceptable bid for public auction of any vehicle or group of vehicles shall be set by the City. If no bid is received, the Contractor shall become the owner of the vehicle or group of vehicles, and shall be responsible for disposal. The procedure for presenting vehicles for public sale shall follow state law.

13. Insurance

Contractor shall procure and maintain during the term of the contract the insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham.

- a. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability or Garage Liability Insurance: The Contractor shall procure and maintain during the life of the Contract, Commercial General Liability or Garage 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.
- c. Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of the Contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles.
- d. Garage Keeper's Legal Liability Insurance: The Contractor shall procure and maintain during the life of the Contract, Garage Keeper's Legal Liability Insurance in an amount not less than \$80,000.
- e. Additional Insured: Commercial General Liability, Garage Liability, Garage Keeper's Liability, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The 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." This coverage shall be primary to the Additional Insureds,

and not contributing with other insurance or similar protection available to the Additional Insureds, even though other available insurance be primary, contributing, or excess."

f. Cancellation Notice

Workers Compensation Insurance, Commercial General Liability Insurance, Garage Liability Insurance, Garage Keeper's Liability, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: Services Coordinator Ellen DeVew, City of Birmingham Police Department, P.O. Box 3001, Birmingham, Michigan 48012-3001.

g. Insurance Certificate to be Submitted with Bid

The Contractor shall submit a copy of their standard insurance certificate, included with their bid, to the City of Birmingham.

h. Proof of Insurance Coverage: The Contractor shall provide the City of Birmingham at the time the contracts are 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;
2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4. If so requested, Certified Copies of all policies mentioned above will be furnished.

i. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal Certificates of Insurance to the City of Birmingham at least ten (10) days prior to the expiration date thereof.

14. Indemnity

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 contract. 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.

15. Settlement of Disputes

Any disputes arising under the contract shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. If the Contractor feels aggrieved, they shall advise the City of any dispute they have arising out of the contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in the Oakland County Circuit Court or any other court having jurisdiction. The City shall make its election within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator, and the two thus appointing a third. The Oakland County Circuit Court or any court having jurisdiction may render a judgment upon the award of the arbitrators. In the event that the City elects not to have the matter in dispute arbitrated or fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court. In the event that the City feels aggrieved, it shall elect the method of resolving its dispute by either demanding that the matter be arbitrated or by filing a suit in the Oakland County Circuit Court.

16. Conflict of Interest

The City of Birmingham will not enter into a contract to furnish materials or services to the City from any City official, his spouse, child or parent, or from any corporation, association or partnership in which any City official, his spouse, child or parent, has any direct or indirect interest.

Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest.

Every contract entered into by the City of Birmingham shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

17. Obligation to Execute Contract

The bidder whose proposal is accepted will be required to execute the contract within twenty one (21) days after receiving notice of such acceptance; and in case of refusal or failure to do so, shall be considered to have abandoned all their rights and interests in the award.

18. Non-Discrimination

The Contractor shall, when applicable, comply with the requirements of all Federal, State, and local laws and ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin.

19. Non-Assignability

There shall be no change, modification, or alteration of the agreement, except in writing, signed by both of the parties. Neither party shall assign any of the rights under the agreement without prior approval, in writing, of the other.

20. Fair Procurement Opportunity:

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

ATTACHMENT B – CONTRACTOR'S REFERENCES AND EQUIPMENT LIST

For TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND
OTHER MOTOR VEHICLES

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

1. REFERENCES:

List at least three references for which you have provided towing services during the past year on a continuous basis.

- A. Company or City: Bloomfield Township
Contact name, etc.: Chief Scott Mc Canham
- B. Company or City: City of Bloomfield Hills
Contact name, etc.: DIRECTOR Chief Noel Clason
- C. Company or City: VILLAGE OF FRANKLIN
Contact name, etc.: Chief DAN ROBERTS

2. EQUIPMENT LIST:

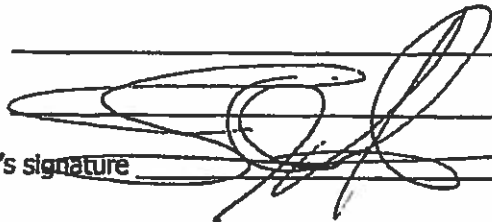
List equipment (type, quantity, condition, year, etc.) that you will make available to perform this contract, if so awarded. If insufficient space below, list separately and attach to your proposal.

SEE ATTACHED

PAPER

Attachment #2

Bidder's signature



Date

12-4-17

EQUIPMENT LIST

ATTACHMENT # 2

Bob Adams Towing has equipment that will be able to handle any type situation that is requested. As our list below will show we have equipment for towing cars, trucks and construction equipment. We also have equipment for clean-up of lost material on road way, hi-lo's, skid loaders.

We have contacts for under water recovery, scuba divers that are experienced in vehicle recovery.

LIGHT DUTY BOOM TRUCK

2001 CHEVROLET WRECKER
1999 CHEVROLET WRECKER

FLATBEDS

2009 CHEVROLET FLATBED
2014 FORD FLATBED
2016 FORD FLATBED
2018 FORD FLATBED

HEAVY DUTY

1992 FORD (30 TON WRECKER)

TRACTOR

2007 INTERNATIONAL TRACTOR

TRAILERS

1997 LANDOLL 50 TON
2001 LANDOLL 35 TON

SERVICE TRUCK

1997 FORD SERVICE TRUCK

MISC EQUIPMENT

8,000 LB HYSTER HI-LO
2-MOTOR CYCLE CARTS

1990 GEHL SKID LOADER-FORKS
BUCKET-PLOW, BROOM
GAS POWER MOBIL AIR
COMPRESSOR

ATTACHMENT C - COST PROPOSAL BID FORM

For TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND OTHER MOTOR VEHICLES

The undersigned hereby declares that he/she has carefully examined the instructions and specifications and will furnish towing and storage of impounded, abandoned, accident, and other motor vehicles for the price set forth in this bid.

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid, and that if chosen the successful vendor, the prices bid, will remain firm throughout the length of the contract.

COMPANY BOB Adams Towing TELEPHONE 248-644-5000

ADDRESS 2499 COLE ST

CITY BIRMINGHAM STATE MI ZIP 48009

REPRESENTATIVE TERRY Adams TITLE President

SIGNATURE [Signature] DATE 12-4-17

TOWING FEES (CITY OWNED VEHICLES) - PART 1

CITY OWNED VEHICLES

Towing of vehicles under 10,000 pounds GVW	<u>30.00</u>
Towing of vehicles over 10,000 pounds GVW	<u>55.00</u>
Change tire on City owned vehicle within the City limits (Includes picking up tire at DPS facility)	<u>25.00</u>
Charge per mile for above (over one (1) mile outside City limits only)	<u>2.50</u>

EVIDENTIARY AND FORFEITURE VEHICLES

Per diem storage charges in instances where the police department causes a vehicle to be impounded and stored at the Contractor's facility for evidentiary, forfeiture, or similar purposes.

2.00

TOWING FEES (PRIVATELY OWNED VEHICLES) – PART 2

PRIVATELY OWNED VEHICLES

Accident or Impound Tow Vehicles
9,000 pounds GVW and under (wheel lift or sling tow)

155.00

Flatbed Tow (SUV or AWD Vehicles)

155.00

Accident or Impound Tow Vehicles
9,001 pounds GVW to 15,000 pounds GVW

325.00 per hr

Accident or Impound Tow Vehicles
Over 15,001 pounds GVW

625.00 per hr

Motorcycles

190.00

STORAGE AND MISCELLANEOUS FEES – PART 3

Dollies (additional to tow charge)

55.00

Storage outside (CITY OWNED VEHICLES)

PER DAY

8' x 20'

2.00

8' x 40'

4.00

Storage inside (CITY OWNED VEHICLES)

PER DAY

8' x 20'

2.00

Storage outside (PRIVATELY OWNED VEHICLES)

PER DAY

8' x 20'

25.00

8' x 40'

50.00

Storage inside (PRIVATELY OWNED VEHICLES)

PER DAY

8' x 20'

35.00

Clean up at scene of accident (no tow needed)

25.00

(Page 2 of 2 Attachment C pages)

SEE ATTACHMENT #1

Attachment # 1.

All towing prices in bid are from hook up location to 2499 Cole St, and only includes towing charges.

Storage charges are per calendar day.

Clean up charges at accidents are for cleaning of roadway and disposal of debris. When hazardous materials are involved charges will show on invoice.

Administrative charge will be charged on all accident vehicles to cover land contamination and other property expenses of \$ 25.00

All other charges will be broken down on invoices.

Bob Adams Towing will collect city administrative charge and forward all payments to city monthly.

ATTACHMENT D - BIDDER'S AGREEMENT

For TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND OTHER MOTOR VEHICLES

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

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

TERRY Adams 12-4-17

PREPARED BY
(Print Name)

DATE

President

12-4-17

TITLE

DATE

AUTHORIZED SIGNATURE

tobadamstowing@aol.com

E-MAIL ADDRESS

BOB Adams Towing

COMPANY

2499 COLE ST

ADDRESS

248 644-5000

PHONE

N/A

NAME OF PARENT COMPANY

PHONE

N/A

ADDRESS

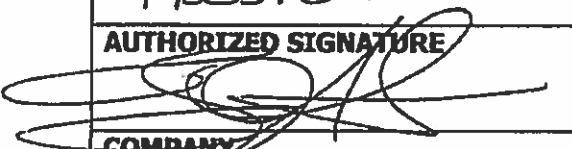
ATTACHMENT E - IRAN SANCTIONS ACT

VENDOR CERTIFICATION FORM

For TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND OTHER MOTOR VEHICLES

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

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

PREPARED BY (Print Name) <u>TERRY ADAMS</u>	DATE <u>12-4-17</u>
TITLE <u>President</u>	DATE <u>12-4-17</u>
AUTHORIZED SIGNATURE 	E-MAIL ADDRESS <u>bobadamstowing@aol.com</u>
COMPANY <u>BOB ADAMS TOWING</u>	
ADDRESS <u>2499 COLE ST</u> <u>BIRMINGHAM, MI 48209</u>	PHONE <u>248-644-5000</u>
NAME OF PARENT COMPANY <u>N/A</u>	PHONE <u>N/A</u>
ADDRESS <u>N/A</u>	
TAXPAYER I.D.# <u>38-165-0904</u>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2021

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 Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221		CONTACT NAME: Angie Phipps PHONE (A/C, No, Ext): 734-929-8058 E-MAIL ADDRESS: angie.phipps@kapnick.com FAX (A/C, No): 517-263-6658	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Accident Fund General Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 541167962 **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 CERTIFICATION 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
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 <input type="checkbox"/> N/A	WCV8143372	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

General Liability and Additional Insured coverage status is provided through another agency and carrier which is outlined on a separate certificate directly from that agency/carrier. Verblage provided is required by holder. Kapnick Insurance Group does not confer rights or guarantee the required General Liability coverage or Additional Insured status to the certificate holder.

The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are included as Additional Insured under the general liability policy but only with respect to the See Attached...

CERTIFICATE HOLDER City of Birmingham 151 Martin St. Birmingham MI 48012	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 <i>James A. Kapnick</i>
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Kapnick Insurance Group		NAMED INSURED Jake's Towing, Inc. Jake's Acquisitions Inc. dba Bob Adams Towing 1080 N Opdyke Rd Ste 101 Auburn Hills MI 48326
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

requirements of the contract between the certificate holder and the insured. The insurance is primary with respect to the interest of the additional insured and any other insurance maintained by the additional insured in excess and non contributory with this insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2021

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

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

PRODUCER YouZoom Insurance Services, Inc 6900 College Blvd Ste 1000 Overland Park KS 66211	CONTACT NAME: PHONE (A/C No. Ext): 888-240-8803 FAX (A/C No.): 877-835-1833 E-MAIL ADDRESS: AMServiceCenter@arrowheadgrp.com
INSURED Jake's Towing Inc Jakes Acquisitions Inc dba Bob Adams Towing 2499 Cole St Birmingham MI 48009	INSURER(S) AFFORDING COVERAGE INSURER A: American Guarantee and Liability Insurance INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26247 16535

COVERAGES **CERTIFICATE NUMBER:** 596157976 **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 CERTIFICATION 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	CPO1641665-00	3/11/2020	3/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPO1641665-00	3/11/2020	3/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Garage Keepers Motor Truck Cargo		CPO1641665-00	3/11/2020	3/11/2021	Limit Single Conveyance* 120,000 25,000

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

Garagekeepers includes On-Hook coverage.
*Cargo Limit: Single Conveyance \$25,000, Per Disaster \$125,000; Cargo Deductible \$1,000.

The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers are included as Additional Insured with respect to the General Liability Policy, but only with respect to the requirements of the contract between the Certificate Holder and the Insured.
This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance

CERTIFICATE HOLDER City of Birmingham 151 Martin St Birmingham MI 48012	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 <i>YouZoom Insurance Services, Inc.</i>
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MEMORANDUM

Planning Division

DATE: February 16, 2021

TO: Thomas Markus, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set a Public Hearing for a Special Land Use Permit and Final Site Plan and Design Review at 555 S. Old Woodward – Birmingham Pub

INTRODUCTION:

On February 3, 2021, the owners of Triple Nickel submitted an application for a Special Land Use Permit Amendment (“SLUP”) and Revised Final Site Plan and Design Review (“FSP”) for approval to transfer ownership of the existing restaurant operating under an economic development license, to change the name of the restaurant, add new signage and awnings and make minor changes to the interior of the restaurant.

BACKGROUND:

The subject site is located at 555 S. Old Woodward Street, on the ground floor of the 555 Building. The parcel is zoned B3 (General Business), and D5 in the Downtown Overlay District. The applicant is seeking approval to transfer ownership from Crush, LLC to Birmingham Pub, LLC, and to change the name of the Crush, LLC dba the Triple Nickel to Birmingham Pub and continue to operate the restaurant using an economic development license under Chapter 10, Alcoholic Liquors, of the City Code. Chapter 10 requires that the applicant obtain a Special Land Use Permit and approval from the City Commission to operate an establishment with an economic development license within the City of Birmingham. Operators of such establishments are also required to obtain approval of the City Commission for ownership transfers, name changes and site plan and design changes. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Revised Final Site Plan and Special Land Use Permit Amendment, and then obtain approval from the City Commission for the Revised Final Site Plan and Special Land Use Permit Amendment.

The applicant is scheduled to appear before the Planning Board for a review of the SLUP Amendment and FSP for Birmingham Pub on February 24, 2021. Exterior changes proposed to the building include new signage with lighting and new awnings. Minor interior layout changes are also proposed.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no concerns.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date for **March 22, 2021** to consider approval of the Revised Final Site Plan and Design and Special Land Use Permit Amendment to allow the transfer of ownership, name change from Triple Nickel to Birmingham Pub, and site plan and design changes at 555 S. Old Woodward.

ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Application submitted by applicant

SUGGESTED RESOLUTION:

To set a public hearing date for March 22, 2021 to consider the Revised Final Site Plan and Design and Special Land Use Permit Amendment at 555 S. Old Woodward to allow for the transfer of ownership, name change from Triple Nickel to Birmingham Pub, and site plan and design changes at 555 S. Old Woodward.

**BIRMINGHAM PUB
(FORMERLY CRUSH, LLC dba TRIPLE NICKEL)
555 S. OLD WOODWARD
SPECIAL LAND USE PERMIT AMENDMENT 2021**

WHEREAS, CRUSH, LLC dba TRIPLE NICKEL filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment utilizing an economic development license in the Downtown Birmingham Overlay District in accordance Article 3, Section 3.04(C)(10) of Chapter 126, Zoning, of the City Code;

WHEREAS, CRUSH, LLC dba TRIPLE NICKEL wishes to transfer ownership of the food and drink establishment to BIRMINGHAM PUB, LLC dba BIRMINGHAM PUB at the same location, and proposes site plan and design changes to the former Triple Nickel establishment at 555 S. Old Woodward;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the east side of S. Old Woodward, south of Bowers;

WHEREAS, The land is zoned B-3, and is located in the D-5 zone within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments serving alcoholic liquors using an economic development license with a Special Land Use Permit;

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

WHEREAS, The applicant submitted an application for a Special Land Use Permit Amendment and Revised Final Site Plan and Design for BIRMINGHAM PUB to operate at 555 S. OLD WOODWARD;

WHEREAS, The Planning Board on February 24, 2021 reviewed the application for a Special Land Use Permit Amendment and Revised Final Site Plan and Design Review and recommended approval to the City Commission to permit an ownership transfer and name change for Triple Nickel to BIRMINGHAM PUB at 555 S. OLD WOODWARD with the condition that the following items be provided prior to the hearing at the City Commission:

1. A signed contract with the City that must be fully executed upon approval of the SLUP and bistro license; and
2. The applicant comply with the requests of all City departments.

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments, thus fulfilling the conditions noted by the Planning Board;

WHEREAS, The Birmingham City Commission has reviewed BIRMINGHAM PUB's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that BIRMINGHAM PUB's application for a Special Land Use Permit Amendment and Revised Final Site Plan and Design at 555 S. OLD WOODWARD is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. BIRMINGHAM PUB will close outdoor dining areas at midnight each day of the week;
2. BIRMINGHAM PUB shall abide by all provisions of the Birmingham City Code; and
3. The Special Land Use Permit Amendment may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, BIRMINGHAM PUB and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of BIRMINGHAM PUB to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that BIRMINGHAM PUB is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises, with a Class C Liquor License, above all others, subject to final inspection.

I, Alexandria Bingham, Acting City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on March 22, 2021.

Alexandria Bingham
City Clerk



Special Land Use Permit Application Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: Birmingham Pub, LLC
Address: 7096 EAST FOURTEEN MILE ROAD
WARREN, MI 48092 USA
Phone Number: 586-770-3500
Fax Number: _____
Email address: joev@andiamoitalia.com

2. Property Owner

Name: Manorwood Properties, LLC
Address: 555 S. Old Woodward, Suite 705
Birmingham, Michigan, 48009
Phone Number: 248-728-5085
Fax Number: 248-728-5086
Email address: jireinhart@gmail.com

3. Applicant's Attorney/Contact Person

Name: Joseph A. Shallal - Mekani, Orow, Mekani, Shallal & Hindo
Address: 255 South Old Woodward, Suite 310
Birmingham, Michigan 48009
Phone Number: 248-223-9830
Fax Number: 248-265-4107
Email address: joeshallal@mornshlaw.com

4. Project Designer/Developer

Name: NA
Address: _____
Phone Number: _____
Fax Number: _____
Email address: _____

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed Existing Conditions Plan including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A certified Land Survey;
 - iv. Interior floor plans;
 - v. A Landscape Plan;
 - vi. A Photometric Plan;
 - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 555 South Old Woodward
Birmingham, Michigan, 48009
Name of development: Birmingham Pub
Sidwell #: _____
Current Use: Restaurant
Proposed Use: Restaurant
Area of Site in Acres: Lot Area approx 4.499 sq feet
Current zoning: B-3
Is the property located in the floodplain? No
Name of Historic District Site is located in: NA
Date of Historic District Commission Approval: NA
Date of Application for Preliminary Site Plan: 12-12-12
Date of Preliminary Site Plan Approval: 2-25-13

Date of Application for Final Site Plan: 1-23-13
Date of Final Site Plan Approval: 1-23-13
Date of Application for Revised Final Site Plan: 8-26-13
Date of Revised Final Site Plan Approval: 10-13
Date of Design Review Board Approval: 2-25-13
Is there a current SLUP in effect for this site? yes
Date of Application for SLUP: 8-26-13
Date of SLUP Approval: 2-25-13 (and 12-12-12) (final 12-25-13)
Date of Last SLUP Amendment: 10-13
Will proposed project require the division of platted lots? no
Will proposed project require the combination of platted lots? no

Sta. 100

7. Details of the Proposed Development (attach separate sheet if necessary)

No change in use. No change in exterior design. (Will change signs per latest city code) No change in menu (currently American Fare and will stay American Fare)

To show slight modifications of the interior layout made during initial construction

8. Buildings and Structures

Number of Buildings on Site: three (1 2-story restaurant)

Height of Buildings & # of Stories: 7 story office, 15 story apartments

Use of Buildings: OFFICE, COMMERCIAL, RESIDENTIAL, RESTAURANT

Height of Rooftop Mechanical Equipment: NA NO CHANGE

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: (lower level) 702

Number of square feet per upper floor: Main level 3453

Total floor area: 7,173

Floor area ratio (total floor area ÷ total land area):

7173/4499 = 1.59

Open space: East Terrace 1056 West Terrace 1170 2nd level storage 792

Percent of open space: (1056 + 1170)/4499 = 49.47%

Office Space: NA -- NO CHANGE

Retail Space: NA

Industrial Space: NA

Assembly Space: NA

Seating Capacity: 135 INDOOR AND OUTDOOR

Maximum Occupancy Load: unknown

Proposed Residential Structures:

Total number of units: NA NO CHANGE

Number of one bedroom units: _____

Number of two bedroom units: _____

Number of three bedroom units: _____

Open space: _____

Percent of open space: _____

Rental units or condominiums? NA -- NO CHANGE

Size of one bedroom units: _____

Size of two bedroom units: _____

Size of three bedroom units: _____

Seating Capacity: _____

Maximum Occupancy Load: _____

Proposed Additions:

Total basement floor area, if any, of addition: NA -- NO CHANGE

Number of floors to be added: _____

Square footage added per floor: _____

Total building floor area (including addition): _____

Floor area ratio (total floor area ÷ total land area): _____

Open Space: _____

Percent of open space: _____

Use of addition: NA NO CHANGE

Height of addition: _____

Office space in addition: _____

Retail space in addition: _____

Industrial space in addition: _____

Assembly space in addition: _____

Maximum building occupancy load (including addition): _____

10. Required and Proposed Setbacks

Required front setback: NA NO CHANGE

Required rear setback: NA NO CHANGE

Required total side setback: NA NO CHANGE

Side setback: NA NO CHANGE

Proposed front setback: NA NO CHANGE

Proposed rear setback: NA NO CHANGE

Proposed total side setback: NA NO CHANGE

Second side setback: NA NO CHANGE

11. Required and Proposed Parking

Required number of parking spaces: NA NO CHANGE

Typical angle of parking spaces: NA NO CHANGE

Typical width of maneuvering lanes: NA NO CHANGE

Location of parking on site: NA NO CHANGE

Location of parking off site: NA NO CHANGE

Number of light standards in parking area: NA NO CHANGE

Screenwall material: NA NO CHANGE

Proposed number of parking spaces: NA NO CHANGE

Typical size of parking spaces: NA NO CHANGE

Number of spaces <180 sq. ft.: NA NO CHANGE

Number of handicap spaces: NA NO CHANGE

Shared parking agreement? NA NO CHANGE

Height of light standards in parking area: NA NO CHANGE

Height of screenwall: NA NO CHANGE

12. Landscaping

Location of landscape areas: NA NO CHANGE

Proposed landscape material: NA NO CHANGE

13. Streetscape

Sidewalk width: NA NO CHANGE

Number of benches: NA NO CHANGE

Number of planters: NA NO CHANGE

Number of existing street trees: NA NO CHANGE

Number of proposed street trees: NA NO CHANGE

Streetscape plan submitted? NA NO CHANGE

Description of benches or planters: NA NO CHANGE

Species of existing trees: NA NO CHANGE

Species of proposed trees: NA NO CHANGE

14. Loading

Required number of loading spaces: NA NO CHANGE

Typical angle of loading spaces: NA NO CHANGE

Screenwall material: NA NO CHANGE

Location of loading spaces on site: NA NO CHANGE

Proposed number of loading spaces: NA NO CHANGE

Typical size of loading spaces: NA NO CHANGE

Height of screenwall: NA NO CHANGE

Typical time loading spaces are used: NA NO CHANGE

15. Exterior Waste Receptacles

Required number of waste receptacles: NA NO CHANGE

Location of waste receptacles: NA NO CHANGE

Screenwall material: NA NO CHANGE

Proposed number of waste receptacles: NA NO CHANGE

Size of waste receptacles: NA NO CHANGE

Height of screenwall: NA NO CHANGE

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: NA NO CHANGE

Size of transformers (L•W•H): NA NO CHANGE

Number of utility easements: NA NO CHANGE

Screenwall material: NA NO CHANGE

Location of all utilities & easements: NA NO CHANGE

Height of screenwall: NA NO CHANGE

Ground Mounted Mechanical Equipment:

Number of ground mounted units: NA NO CHANGE

Size of ground mounted units (L•W•H): NA NO CHANGE

Screenwall material: NA NO CHANGE

Location of all ground mounted units: NA NO CHANGE

Height of screenwall: NA NO CHANGE

Rooftop Mechanical Equipment:

Number of rooftop units: NA NO CHANGE

Type of rooftop units: NA NO CHANGE

Screenwall material: NA NO CHANGE

Location of screenwall: NA NO CHANGE

Location of all rooftop units: NA NO CHANGE

Size of rooftop units (L•W•H): NA NO CHANGE

Percentage of rooftop covered by mechanical units: NA NO CHANGE

Height of screenwall: NA NO CHANGE

Distance from rooftop units to all screenwalls: NA NO CHANGE

17. Accessory Buildings

Number of accessory buildings: NA NO CHANGE

Location of accessory buildings: NA NO CHANGE

Size of accessory buildings: NA NO CHANGE

Height of accessory buildings: NA NO CHANGE

18. Building Lighting

Number of light standards on building: NA NO CHANGE

Type of light standards on building: NA NO CHANGE

Size of light fixtures (L•W•H): NA NO CHANGE
Maximum wattage per fixture: NA NO CHANGE
Light level at each property line: NA NO CHANGE

Height from grade: NA NO CHANGE
Proposed wattage per fixture: NA NO CHANGE

19. Site Lighting

Number of light fixtures: NA NO CHANGE
Size of light fixtures (L•W•H): NA NO CHANGE
Maximum wattage per fixture: NA NO CHANGE
Light level at each property line: NA NO CHANGE

Type of light fixtures: NA NO CHANGE
Height from grade: NA NO CHANGE
Proposed wattage per fixture: NA NO CHANGE
Holiday tree lighting receptacles: NA NO CHANGE

20. Adjacent Properties

Number of properties within 200 ft.: NA NO CHANGE

Property #1

Number of buildings on site: NA NO CHANGE
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: NA NO CHANGE

North, south, east or west of property? _____

Property #2

Number of buildings on site: NA NO CHANGE
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: NA NO CHANGE

North, south, east or west of property? _____

Property #3

Number of buildings on site: NA NO CHANGE
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: NA NO CHANGE

North, south, east or west of property? _____

Property #4

Number of buildings on site: NA NO CHANGE
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: NA NO CHANGE

North, south, east or west of property? _____

Property #5

Number of buildings on site: NA NO CHANGE
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: NA NO CHANGE

North, south, east or west of property? _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail 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.

Signature of Owner: _____

Date: 1-21-21

Print Name: _____

John J Reinhart

Signature of Applicant: _____

Date: _____

Print Name: _____

Joseph Vicari

Signature of Architect: _____

Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail 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.

Signature of Owner: _____ Date: _____

Print Name: John J Reinhart

Signature of Applicant: Joseph P Vicari Date: 1/22/21

Print Name: Joseph Vicari

Signature of Architect: _____ Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: Birmingham Pub, LLC Case #: _____ Date: _____
Address: 555 S. Old Woodward Project: transfer of ownership

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☐ 1. Name and address of applicant and proof of ownership;
- ☐ 2. Name of Development (if applicable);
- ☐ 3. Address of site and legal description of the real estate;
- ☐ 4. Name and address of the land surveyor;
- ☐ 5. Legend and notes, including a graphic scale, north point, and date;
- ☐ 6. A separate location map;
- ☐ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☐ 8. Aerial photographs of the subject site and surrounding properties;
- ☐ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- ☐ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ☐ 11. Interior floor plans;
- ☐ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

- ☐ 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ☐ 14. Existing and proposed utilities and easements and their purpose;
- ☐ 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ☐ 16. General description, location, and types of structures on site;
- ☐ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- ☐ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- ☐ 19. Elevation drawings showing proposed design;
- ☐ 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- ☐ 21. Location of all exterior lighting fixtures;
- ☐ 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- ☐ 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ☐ 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☐ 25. Color elevation drawings showing the proposed design for each façade of the building;
- ☐ 26. List of all materials to be used for the building, marked on the elevation drawings;
- ☐ 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- ☐ 28. Details of existing or proposed lighting, signage and other pertinent development features;
- ☐ 29. A list of any requested design changes;
- ☐ 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- ☐ 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- ☐ 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.



Notice Signs - Rental Application Community Development

1. Applicant

Name: Birmingham Pub, LLC
Address: 7096 East Fourteen Mile Road
Warren, Michigan 48092
Phone Number: 586-770-3500
Fax Number: _____
Email address: joev@andiamoitallia.com

Property Owner

Name: Manorwood Properties, LLC
Address: 555 North Old Woodward, Suite 705
Birmingham, Michigan 48009
Phone Number: 248-728-5085
Fax Number: _____
Email address: jireinhart@gmail.com

2. Project Information

Address/Location of Property: 555 North Old Woodward
Name of Development: 555 Building
Area in Acres: .10

Name of Historic District site is in, if any: NA
Current Use: Restaurant
Current Zoning: B-3 approved Restaurant

3. Date of Board Review

Board of Building Trades Appeals: _____
City Commission: _____
Historic District Commission: _____
Planning Board: _____

Board of Zoning Appeals: _____
Design Review Board: _____
Housing Board of Appeals: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: _____

Joseph P. Vucari

Date: 1/22/21

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed by: _____

Joseph A. Shallal
Neb Mekani
John J. Orow
John N. Hindo

Law Offices Of

**MEKANI, OROW, MEKANI,
SHALLAL & HINDO, P.C.**

A Professional Corporation
255 South Old Woodward
Park Place Suite 310
Birmingham, MI 48009
Telephone (248) 223-9830
Facsimile (248) 265-4107
joeshallal@aol.com

Of Counsel
Jane Shallal
John I. Kittel

Louie E. Mekani
(1971 – 2000)

January 25, 2021

City of Birmingham
C/O Jana Ecker
Planning Director
151 Martin
Birmingham, Michigan 48009

RE: Transfer of Ownership of Class C and SDM licenses and permits and Special Land Use Permit (SLUP) Application and/or Amendment to SLUP request from existing licensee, Crush, LLC, to proposed licensee, Birmingham Pub, LLC.

Dear Jana:

Please find enclosed a completed SLUP application for the property located at 555 South Old Woodward, Birmingham, Michigan 48009 and a check for the application fee. The parties are merely seeking approval for a transfer of ownership from Crush, LLC (d/b/a Triple Nickel) to Birmingham Pub, LLC. No modification to the type of menu will be made. The menu consists of American fare and will continue as American fare meals. The hours of operation will not change and there will be no material changes to the interior or exterior of the building except for color scheme for the interior of the restaurant, signage, and name changes. The attached renderings and prints show the original renderings and prints belonging to Triple Nickel since there were no material changes in such plans. Therefore, we did not submit any new plans. The last few pages of the renderings show what we believe are the City approved "as-built" interior layout.

Please place this on the next available agenda for City review. If there is anything that might be deficient in the application or if there is anything we might need to add to the attached package, please let me know as soon as possible.

Very truly yours,
Mekani Orow Mekani
Shallal & Hindo, P.C.

Joseph A. Shallal

Joseph A. Shallal



Phone: 586-268-3200 | Fax: 586-268-3224
7096 E 14 Mile Rd Warren, MI 48092
andiamoitalia.com

November 10, 2020

City of Birmingham

Re: Purchase of Triple Nickel Restaurant
Located at 555 South Old Woodward
Birmingham, MI 48009

To whom this may concern:

Per your request, I have included the following pertinent information as part of the application process for purchasing the Class C liquor license previously held at the Triple Nickel Restaurant located at 555 South Old Woodward in Birmingham, MI:

1. Name of Company purchasing the liquor license is Birmingham Pub, LLC, with myself, Joseph P. Vicari, as the sole member. I have been in the restaurant business for over 38 years and currently own 22 restaurants and catering entities. As part of those restaurants, I own 14 liquor licenses in Michigan and Las Vegas, NV.
2. Number of indoor seats will remain unchanged, which there is currently 65 seats;
3. Number of outdoor seats will remain unchanged, which there is currently 135 seats;
4. Number of seats at the bar will remain unchanged, which is currently 10 seats;
5. Hours of operation will Monday through Thursday from 1130am until 10pm, Friday from 1130am until 12pm, Saturday from 10am until 12pm and Sunday from 10am until 9pm.
6. The inside of the acquire property will remain the exact same structurally with slight modifications to the exterior awnings and signage, interior décor (i.e. paint, wall décor and artwork, upholstery no chairs and booths, wall coverings/blinds, light fixtures) and replacement of carpet;
7. The menu will feature fresh, made from scratch American recipes, emphasizing more casual, comfort food fare. The menu will be changed out on a quarterly basis with seasonal features and specials being added. A copy of our menu including price points will be provided once finalized.
8. This restaurant concept will be our core concept moving forward and will not change with seasons or to feature additional revenue opportunities.
9. There is no plan for entertainment at this restaurant.
10. As noted above in number 6, there will be no structural changes to the interior or exterior of the building. All changes made to the property will be in the form of leasehold improvements or cosmetic upgrades.
11. Additionally, there will be no lighting changes to the exterior or interior of the building. We plan on replacing existing light covers to fit the design and theme of our new concept however we will not be adding any additional light fixtures in new locations either inside or outside the restaurant.
12. Once the design, color and location of the new exterior signage and awning are completed, a sample drawing will be provided. The exterior signage on the front of the building will come off the outside of the overhang and be attached to the building, which conforms and complies with the current city code and ordinances.





Phone: 586-268-3200 | Fax: 586-268-3224
7096 E 14 Mile Rd Warren, MI 48092
andiamoitalia.com

13. As the new tenant of the property and owner and user of the liquor license, we will sign and agree to be bound by the Contract for Transfer of a Liquor License (Economic Development) when presented to us.

If you have any further questions or need me to elaborate on anything further I can be reached directly on my mobile phone at (586)770-3500 or via email at joev@andiamoitalia.com. Thank you for your time and help with this application and we are excited and anxious to be a staple in the Birmingham community for the days and years to come.

Sincerely,

A handwritten signature in black ink that reads "Joseph P. Vicari".

Joe Vicari
President & CEO



Birmingham Pub Lunch Menu

Starters:

Cornmeal Crust Rhode Island Calamari – olive oil, peppadew peppers, roasted garlic, pepperoncini aioli

House Smoked Salmon Dip – chopped capers, red onion, dill, horseradish, Dijon and mascarpone cheese, crisp toast points

Roman Artichoke and Kale Gratin – sliced artichoke hearts, braised kale, four cheese béchamel, and parmesan toast

Chips & Dip - house made herbed potato chips, smoked blue cheese mousse dip

Jumbo Shrimp Cocktail – chilled shrimp, poached in aromatic court bouillon, fiery house cocktail sauce
\$4 each

Herbed Focaccia – house baked bread, olive oil and herbs, salsa verde and ammolio sauce

Soups and Salads:

Chef's Seasonal Soup – lobster and butternut squash bisque, butter poached lobster and truffle garnish

Michigan Five Onion Soup – hearty broth, caramelized onions, Michigan stout beer, Dijon-gruyere croustades

Crisp Caesar Salad – wedges of baby romaine, herbed focaccia croutons, shaved Parmigiano, with seared chicken breast 16, with seared Scottish salmon or grilled shrimp 18

Rustic Greens & Grains – kale, arugula, red quinoa, edamame, brown rice, avocado, dried stone fruits, Marcona almonds, citrus-olive oil vinaigrette

Heirloom Carrot & Haricot Verts – marinated carrots and miniature French green beans, watercress, hard cooked egg, toasted hazelnuts, radish, avocado dressing, Roquefort cheese

Sliced Salad – iceberg lettuce, house maple cured bacon, hard cooked egg, tomatoes, sweet onion, blue cheese and avocado

Heirloom Tomato and Beef Caprese – char-broiled flat iron steak, sliced garden fresh tomatoes, Burrata cheese, baby greens, aged balsamic and pesto vinaigrette

Burgers, Sandwiches, Lighter Fare:

Quiche – today's selection with fresh fruits and market salad

Grilled Baby Vegetable Sandwich – fire roasted peppers, arugula, Chevre cheese, rosemary aioli and all-night tomatoes on olive oil grilled baguette

The Ham and Cheese Sandwich – battered and pan fried, sauce béchamel, fried egg and white truffle shoestring fries

Vegan “Burger” – herb-truffle “aioli”, avocado, sprouts, fire roasted peppers, vegetable chips

House Tri-Blend Burgers (custom blend of chuck, brisket and short rib):

- Parisienne - Topped with seared Foie Gras and wild mushrooms
- American – cherry wood bacon, fried egg and butter poached lobster meat
- Classic – choice of cheese, l, t, o, 1000 Island dressing

Grilled Smoked Turkey Wrap – house slaw, stone ground mustard sauce, roasted vegetables, provolone cheese, salt and pepper chips

Salmon and Grilled Vegetable Platter – artichokes, haricot verts, tomatoes, asparagus and bell peppers in tomato vinaigrette, avocado crème Fraiche

Pub Specialties:

Pistachio Pesto Glazed Atlantic Salmon – toasted Fregola pasta array, grapefruit-toasted almond slaw, white wine gastrique

Yellow Lake Perch – creamed sweet corn, roasted fingerling potatoes, bacon braised greens

Lake Superior Whitefish – herb crust fillet, rock shrimp and leek ragu in white wine-potato chive sauce

Hawaiian Ahi #1 Bigeye Tuna – cracked coriander crust, fingerling potatoes, tomato-olive caper relish, chimichurri drizzle

Peacock Farms Chicken and Lemon Thyme Dumplings – carrots, celery and succulent chicken in rich gravy with moist, steamed dumplings and crisp fried carrots

Herb Crust USDA Prime Flat Iron Steak Frites – herbed tarragon-cracked pepper butter, parmesan fries

Chairman's Reserve Filet Mignon – 6 oz cut, chef's potatoes, seasonal vegetables, true Zip sauce

Vegetarian Strudel – seasonal vegetables, Moroccan couscous, Feta and herbed mascarpone wrapped in crisp Phyllo pastry, roasted tomato-basil coulis

Pasta Tetrazzini – grilled chicken breast or garlic shrimp baked over homemade pasta in four cheese sauce with Sicilian breadcrumbs

Cannelloni – ground beef, pork and veal rolled in fresh pasta, baked with Palmina sauce and imported cheeses

Sides:

Sweet Crème Corn – herbs, mixed pepper sofrito, béchamel

Whipped Potatoes

House Slaw

Fire Roasted Asparagus

Parmesan Fries

Sea Salt Crusted Bakers – sour crème, bacon, whipped butter, chives

Garlic Spinach in Olive Oil

Dessert:

Seasonal Romeo Peach Cobbler with Brown Sugar Streusel and house made Vanilla Bean Ice Crème

Strawberry-Rhubarb Mascarpone Tart with Almond-Graham cracker crumb crust

Crème Brulee – the bigger the better = more caramelized sugar, with seasonal berries

Key Lime Chiffon Pie – light and airy but packed with sweet and sour key lime, graham crust, rum custard sauce

Traverse City's Sun-Dried Cherry Brownie – brandied chocolate sauce, crème Anglaise, house made ice crème

Cinnamon-Dried Currant Bread Pudding – bourbon caramel sauce

Richard's Michigan Granny Smith Apple Tart – Romeo apples, dried cherries, vanilla custard sauce, brown sugar crumb crust, house made vanilla bean ice crème, kirsch laced cherry sauce

- Ask your server about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness.

Birmingham Pub Dinner Menu

Starters:

Cornmeal Crust Rhode Island Calamari – olive oil, peppadew peppers, roasted garlic, pepperoncini aioli

House Smoked Salmon Dip – chopped capers, red onion, dill, horseradish, Dijon and mascarpone cheese, crisp toast points

Roman Artichoke and Kale Gratin – sliced artichoke hearts, braised kale, four cheese béchamel, parmesan toast

Chips & Dip - house made herbed potato chips, smoked blue cheese mousse dip

Jumbo Shrimp Cocktail – chilled shrimp, poached in aromatic court bouillon, fiery house cocktail sauce \$4 each

Herbed Focaccia – house baked bread, olive oil and herbs, salsa verde and ammoglio sauce

Soups and Salads:

Chef's Seasonal Soup – lobster and butternut squash bisque, butter poached lobster and truffle garnish

Michigan Five Onion Soup – hearty broth, caramelized onions, Michigan stout beer, Dijon-gruyere croustades

Crisp Caesar Salad – wedges of baby romaine, herbed focaccia croutons, shaved Parmigiano, with seared chicken breast 16, with seared Scottish salmon or grilled shrimp 18

Rustic Greens & Grains – kale, arugula, red quinoa, edamame, brown rice, avocado, dried stone fruits, Marcona almonds, citrus-olive oil vinaigrette

Heirloom Carrot & Haricot Verts – marinated carrots and miniature French green beans, watercress, hard cooked egg, toasted hazelnuts, radish, avocado dressing, Roquefort cheese

Sliced Salad – iceberg lettuce, house maple cured bacon, hard cooked egg, tomatoes, sweet onion, blue cheese and avocado

Heirloom Tomato and Beef Caprese – char-broiled flat iron steak, sliced garden fresh tomatoes, Burrata cheese, baby greens, aged balsamic and pesto vinaigrette

Burgers & Sandwiches:

Vegan "Burger" – herb-truffle "aioli", avocado, sprouts, fire roasted peppers, vegetable chips

House Tri-Blend Burgers (custom blend of chuck, brisket and short rib):

- Parisienne - Topped with seared Foie Gras and wild mushrooms
- American – cherry wood bacon, fried egg and butter poached lobster meat
- Classic – choice of cheese, l, t, o, 1000 Island dressing

Grilled Smoked Turkey Wrap – house slaw, stone ground mustard sauce, roasted vegetables, provolone cheese, salt and pepper chips

Pub Specialties:

Pistachio Pesto Glazed Atlantic Salmon – toasted Fregola pasta array, grapefruit-toasted almond slaw, white wine gastrique

George's Bank Natural Sea Scallops – cauliflower-citrus puree, sweet potato gnocchi, roasted brussel sprouts, white wine plumped raisins

Yellow Lake Perch – creamed sweet corn, roasted fingerling potatoes, bacon braised greens

Lake Superior Whitefish – herb crust fillet, Michigan shrimp and leek ragu in white wine-potato chive sauce

Hawaiian Ahi #1 Bigeye Tuna – cracked coriander crust, fingerling potatoes, tomato-olive caper relish, chimichurri drizzle

Peacock Farms Chicken and Lemon Thyme Dumplings – carrots, celery and succulent chicken in rich gravy with moist, steamed dumplings and crisp fried carrots

Herb Crust USDA Prime Flat Iron Steak Frites – herbed tarragon-cracked black pepper butter, parmesan fries

Chairman's Reserve Filet Mignon – 6/8 oz cut, chef's potatoes, seasonal vegetables, true Zip sauce

Amish Turkey and Forest Mushroom Meatloaf – whipped potatoes, roasted poultry veloute and root vegetables

Berkshire Pork Chop – caramelized apples, array of roasted seasonal vegetables and gnocchi in herbed brown butter sauce

Baby Back Pork Ribs – house dry spice rub, mango barbecue sauce, house slaw, fries

Vegetarian Strudel – seasonal vegetables, Moroccan couscous, Feta and herbed mascarpone wrapped in crisp Phyllo pastry, roasted tomato-basil coulis

Pasta Tetrizzini – grilled chicken breast or garlic shrimp baked over homemade pasta in four cheese sauce with Sicilian breadcrumbs

Cannelloni – ground beef, pork and veal rolled in fresh pasta, baked with Palmina sauce and imported cheeses

Sides:

Sweet Crème Corn – herbs, mixed pepper sofrito, béchamel

Whipped Potatoes

House Slaw

Fire Roasted Asparagus

Parmesan Fries

Sea Salt Crusted Bakers – sour crème, bacon, whipped butter, chives

Garlic Spinach in Olive Oil

Dessert:

Seasonal Romeo Peach Cobbler with Brown Sugar Streusel and house made Vanilla Bean Ice Crème

Strawberry-Rhubarb Mascarpone Tart with Almond-Graham cracker crumb crust

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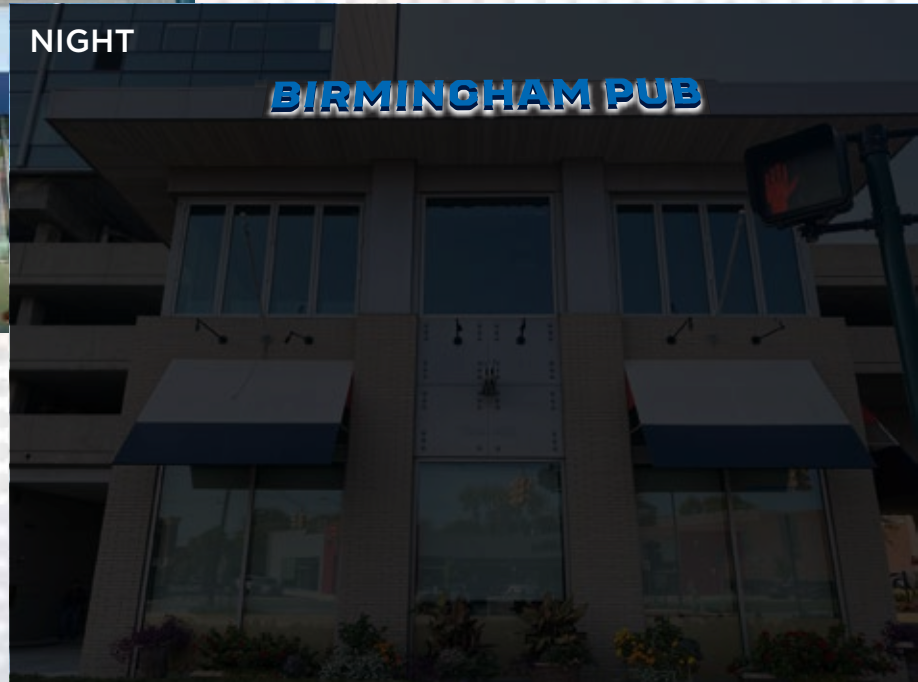
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- Ask your server about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness.



NIGHT



- Custom front-lit (blue) and halo-lit (white) channel letters installed onto backer cabinet raceway

NOTE: Image is for mock up purpose only. Actual sign sizing and location may vary slightly due to angle of photo taken and distance from wall

ARTWORK **Matt Schwartz**

 DATE **10/18/2020**

 VERSION **2**

EXTERIOR ELECTRONIC MESSAGE CENTERS • INTERIOR LED DISPLAYS • DESIGN • MANUFACTURE • SERVICE & INSTALLATION • PROJECT MANAGEMENT • SIGN SOLUTIONS FOR ALL INDUSTRIES

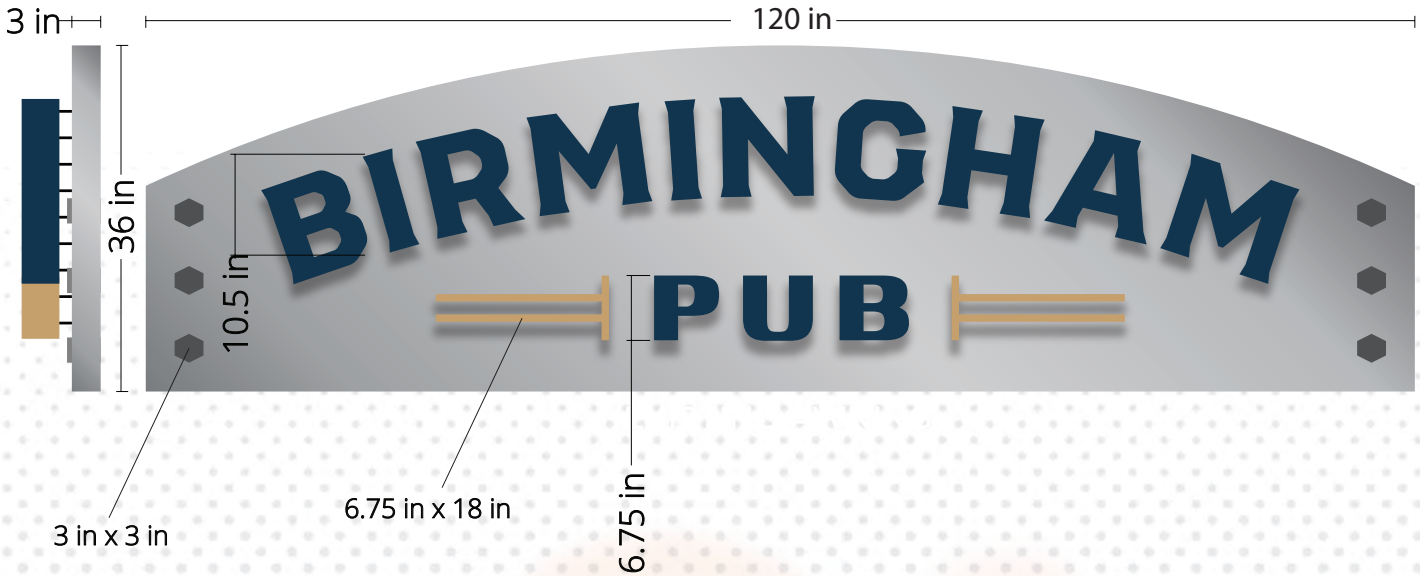
PREPARED FOR **Birmingham Pub**

CLIENT APPROVAL SIGNATURE

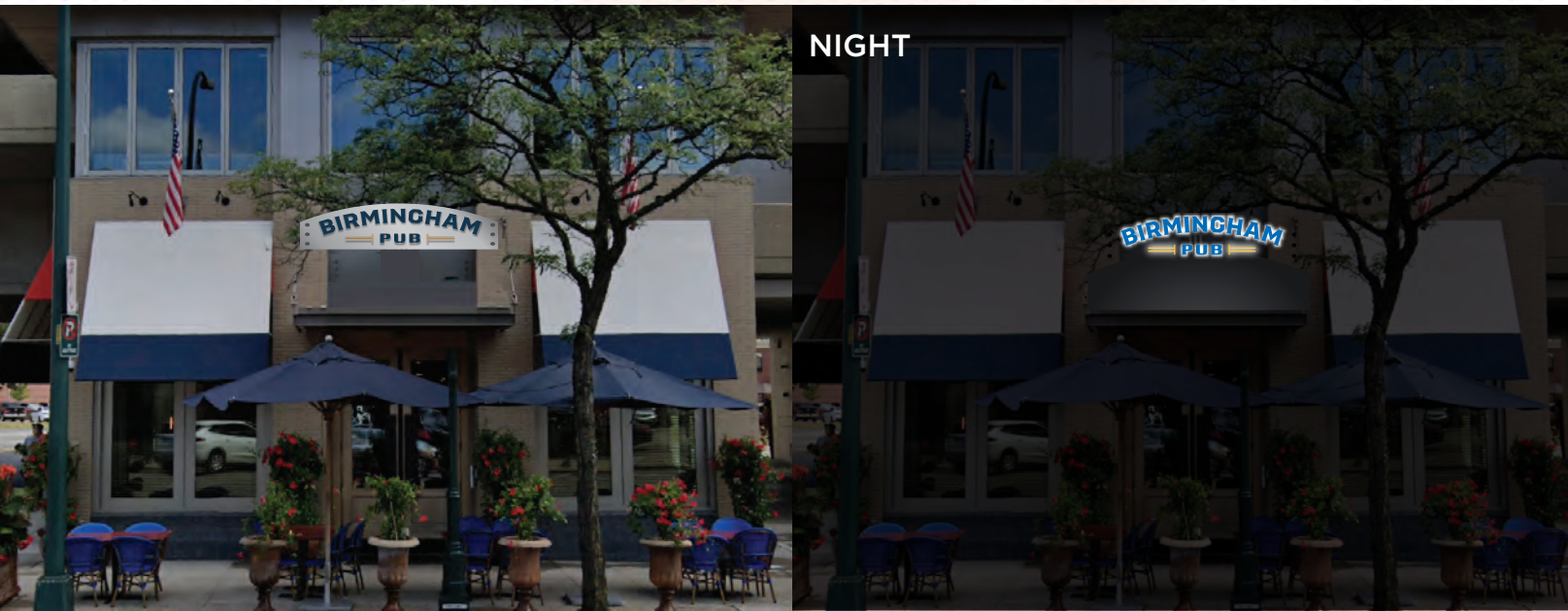
DATE

CLIENT APPROVAL By signing this proof I approve the size, spelling, color(s) and overall design of my order. I understand that I am 100% responsible for any additional changes made to my order after the date indicated on my approval.

USE OF THIS PROOF The designs, details and plans represented herein are the property of Curb Appeal Concepts, Inc.; specifically developed for your personal use in connection with the project being planned for you by Curb Appeal Concepts, Inc. It is not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of this design (excepting registered trademarks) remains the property of Curb Appeal Concepts, Inc..



NOTE: Image is for mock up purpose only. Actual sign sizing and location may vary slightly due to angle of photo taken distance from wall



- Custom wall sign mounted to existing wall stone
- Brushed aluminum backer panel with custom front-lit (blue) and halo-lit (white) channel letters
- Decorative 3x3" accents on left/right sides
- Includes removing Triple Nickle decorative sign prior to install

ARTWORK Matt Schwartz
DATE 11/11/2020
VERSION 5

EXTERIOR ELECTRONIC MESSAGE CENTERS • INTERIOR LED DISPLAYS • DESIGN • MANUFACTURE • SERVICE & INSTALLATION • PROJECT MANAGEMENT • SIGN SOLUTIONS FOR ALL INDUSTRIES

PREPARED FOR Birmingham Pub

CLIENT APPROVAL SIGNATURE _____ DATE _____

USE OF THIS PROOF By signing this proof I approve the size, spelling, color(s) and overall design of my order. I understand that I am 100% responsible for any additional changes made to my order after the date indicated on my approval.
USE OF THIS PROOF The designs, details and plans represented herein are the property of Curb Appeal Concepts, Inc.; specifically developed for your personal use in connection with the project being planned for you by Curb Appeal Concepts, Inc. It is not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of this design (excepting registered trademarks) remains the property of Curb Appeal Concepts, Inc..



NOTE: Image is for mock up purpose only. Actual sign sizing and location may vary slightly due to angle of photo taken and distance from wall



- Custom routed lettering on brushed aluminum backer panel
- Routed acrylic and painted "bolts" on left and right of panel

ARTWORK **Matt Schwartz**
DATE **10/18/2020**
VERSION **3**

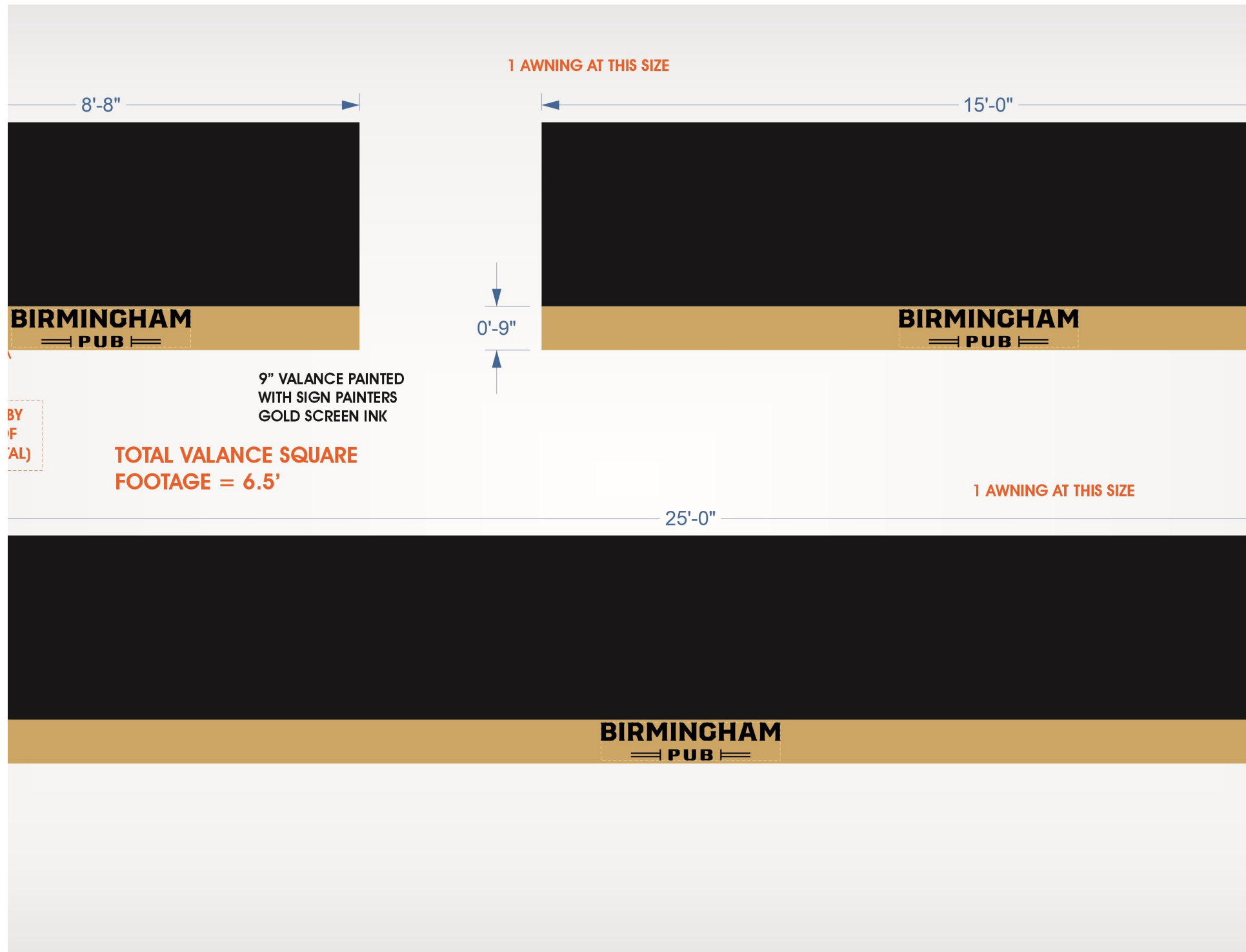
EXTERIOR ELECTRONIC MESSAGE CENTERS • INTERIOR LED DISPLAYS • DESIGN • MANUFACTURE • SERVICE & INSTALLATION • PROJECT MANAGEMENT • SIGN SOLUTIONS FOR ALL INDUSTRIES

PREPARED FOR **Birmingham Pub**

CLIENT APPROVAL SIGNATURE

DATE

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Existing Awnings – SW Corner



Proposed Design – NE Corner



Existing Awnings – SW Corner



Clearance from
bottom edge of
awning to ground
is 9' on all

Proposed Design – NE Corner





MEMORANDUM

IT Department

DATE: 02/22/2021

TO: Tom Markus, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: Nutanix extended service renewal

Introduction:

The current service agreement for our Nutanix Hyper-Converged server environment expires April 27th 2021. The extended service agreement, which includes onsite maintenance for our Nutanix Hyper-converged Server environment is setup to extend our current contract as yearly renewal.

Background:

The City of Birmingham purchased our Nutanix Hyper-converged server environment through CDWG. The system came with an initial 2 year onsite support contract with the option to renew the onsite support and maintenance on a yearly basis after that initial contract expired. The current renewal contract will expire April 27th 2021. The support contract keeps the environment updated with the latest operating software and firmware and allows for the IT department to get support and parts for the environment as needed.

Fiscal Impact:

Total expense for the renewal is \$8,185.00 and there is money in the Computer maintenance fund account # 636-228.000-933.0600 to cover this expense.

Summary:

The IT department would like authorization to purchase the extended service agreement from CDWG and extend support for our Nutanix service agreement to April 27th, 2021 at a total cost of \$8,185.00.

Attachments:

The quote from CDWG for purchase of the extended service agreement.

Suggested Resolution:

Authorize the IT department to purchase the Nutanix extended service agreement from CDWG for a total cost not to exceed \$8,185.00. Funds are available in the Computer Maintenance fund account # 636-228.000-933.0600

QUOTE CONFIRMATION



DEAR ERIC BRUNK,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWLD421	1/25/2021	LWLD421	5969901	\$8,185.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NUTANIX PROD 24X7 SUP RNW Mfg. Part#: RS-PRD-ST Electronic distribution - NO MEDIA Contract: MARKET	1	6001995	\$8,185.00	\$8,185.00

PURCHASER BILLING INFO	SUBTOTAL	\$8,185.00
Billing Address: CITY OF BIRMINGHAM ACCOUNTS PAYABLE 151 MARTIN ST PO BOX 3001 BIRMINGHAM, MI 48009-3368 Phone: (248) 530-1850 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$8,185.00
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: CITY OF BIRMINGHAM ERIC BRUNK 151 MARTIN ST BIRMINGHAM, MI 48009-3368 Phone: (248) 530-1885 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Ryan Marron

(877) 219-8208

ryamarr@cdwg.com

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

© 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

DATE: February 12, 2021

TO: Thomas M. Markus, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: Residential Site Evaluation Review Consulting

INTRODUCTION:

At its January 27, 2020 meeting, the City Commission authorized a professional services agreement with Hubbell, Roth & Clark, Inc. (HRC) to perform residential site evaluations for the City. The term for the agreement was for one (1) year with the Commission authorized to extend it for a period up to three (3) years. The staff report, which was provided at that meeting along with the agreement and meeting minutes, is attached for reference. Staff recommends extending this agreement for a total of three (3) years.

BACKGROUND:

A residential site evaluation is performed in conjunction with the building plan review process on all new house, addition, and accessory structure projects. A detailed grading and drainage review ensures compliance with the City's ordinances as they relate to drainage and must be approved before the issuance of a building permit. In addition to the initial review, HRC reviews the as-built survey and conducts a final inspection at the end of each project to verify compliance with the approved plan.

The purpose of the agreement is to assist staff in managing the high number of reviews received and to complete the task in a timeframe consistent with other communities. HRC has performed in accordance with scope of work outlined in the agreement while maintaining the quality of work that the City expects. Site evaluation review times have been reduced by two thirds since bringing HRC on board.

LEGAL REVIEW:

The City's standard agreement language was used in the original bidding document. No legal review is required at this time.

FISCAL IMPACT:

The services provided under this agreement are paid for from review fees collected at the time an application for permit is submitted. The fees established last year are covering expenditures for this service.

PUBLIC COMMUNICATIONS:

A public communication was provided to builders last year when the agreement was initially approved.

SUMMARY

The City Commission approved the professional services agreement last year with HRC to perform residential site evaluations for an initial period of one year. The expense is covered from review fees and HRC has proven that they can perform in accordance with the agreement. Staff recommends extending the agreement for a total of three (3) years as authorized in the Terms and Conditions.

ATTACHMENTS:

- Original report, RFP and Agreement
- Minutes, January 27, 2020

SUGGESTED RESOLUTION:

To extend the Professional Services Agreement with Hubbell, Roth & Clark, Inc. for Residential Site Evaluations Services for a total three (3) year term.

PROFESSIONAL SERVICES AGREEMENT
for RESIDENTIAL SITE EVALUATION SERVICES

This AGREEMENT, made this 27 day of January, 2020, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and HUBBELL, ROTH & CLARK, Inc., having its principal office at 555 Hulet Drive, Bloomfield MI (hereinafter called "Consultant"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Engineering Department, is desirous of engaging a professional firm to provide residential site evaluation plan review, field investigation, and related office hours.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to provide residential Site Engineering plan review, field investigation, and related office hours, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Consultant has professional qualifications that meet the service requirements and has made a bid in accordance with such request for fee proposals to provide residential Site Engineering plan review, field investigation, and related office hours.

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 residential Site Engineering plan review, field investigation, and related office hours and the Consultant's fee proposal dated December 19, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Consultant for the performance of this Agreement in an amount as set forth in the Consultant's proposal dated December 19, 2019 fee proposal Schedule of Fees with the exception of the amended fee provided in writing on January 14, 2020.
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 Consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Consultant and the City agree that the Consultant is acting as an independent Consultant with respect to the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Consultant agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees that neither it nor its subconsultants 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 Consultant shall inform the City of all claims or suits asserted against it by the Consultant's employees who work pursuant to this Agreement. The Consultant shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Consultant shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under paragraph 12. 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 Consultant 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: Consultant 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: Consultant 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: Consultant 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 Consultants 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: Consultant 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 Consultant will provide service that are customarily subject to this type of coverage.
- F. 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.
- G. Proof of Insurance Coverage: Consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- I. Maintaining Insurance: Upon failure of the Consultant 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 Consultant and any entity or person for whom the Consultant 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 Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant 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 Consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

City of Birmingham
Attn: Theresa Bridges
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012
248.530.1269

Hubbell, Roth & Clark, Inc.
Attn: Michael MacDonald
555 Hulet Drive
Bloomfield Hills, Michigan 48302
248.454.6346


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:



CONSULTANT

By: 

Michael C. MacDonald
Its: Vice President

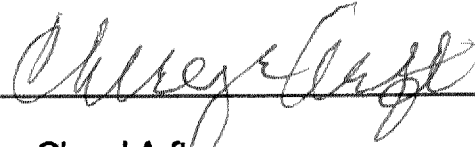


CITY OF BIRMINGHAM

By: 

Pierre Boutros
Its: Mayor



By: 

Cheryl Arft
Its: Acting City Clerk

Approved:



Theresa Bridges, Assistant City Engineer
(Approved as to substance)



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



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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2020

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 Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: certs@pciaonline.com	
INSURED Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills MI 48303-0824		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co. NAIC # 29459 INSURER B: Hartford Accident & Indemnity 22357 INSURER C: Hartford Casualty Insurance Co. 29424 INSURER D: AXA XL 37885 INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 19-20**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		35SBWAA0393	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> X, C, U						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	X		35UEGBL5413	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
						Hired & Non-Owned \$ 1,000,000	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			35XHGWW0618	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	35WZGAB5KDL	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			DPR9944153	07/01/2019	07/01/2020	Each Claim 1,000,000 Aggregate 1,000,000

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

The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability and auto liability.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/KATHRY

Michael Cosgrove

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**REQUEST FOR PROPOSALS
For RESIDENTIAL SITE EVALUATION SERVICES**

Sealed proposals endorsed **“RESIDENTIAL SITE EVALUATION SERVICES-QUALIFICATIONS” AND “RESIDENTIAL SITE EVALUATION SERVICES-FEES”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m. local time, on Thursday, December 19, 2019.

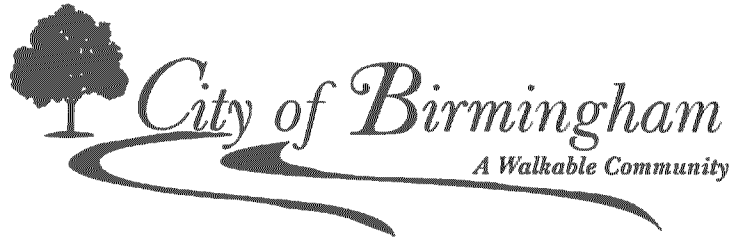
The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide residential Site Engineering plan review, field investigation, and related office hours. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The City will follow a two-step selection process. The Statement of Qualifications will be reviewed and the firms deemed to be the most qualified will be selected for a short list. The Fee Proposals of those firms will then be opened and reviewed. The City's evaluation of the most qualified firms in conjunction with their proposed fees will determine the recommendation to City Commission for the final selection of one firm.

The RFP may be obtained online from the Michigan Inter-governmental Trade Network (MITN) at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, Attn: Theresa Bridges.

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

Submitted to MITN:	Wednesday, December 4, 2019
Deadline for Submissions:	2:00 p.m. local time, Thursday, December 19, 2019
Contact Person:	Theresa Bridges P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248.530.1269 Email: tbridges@bhamgov.org



REQUEST FOR PROPOSALS For RESIDENTIAL SITE EVALUATION SERVICES

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INTRODUCTION

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

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide residential Site Engineering plan review, field investigation, and related office hours. The City currently approves approximately 100-125 Site Evaluation Applications per year for new homes, additions, accessory structures, etc., of which approximately 50-75 are new home applications. This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

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

It is anticipated the selection of a firm will be completed by January 13, 2020. An Agreement for services will be required with the selected Consultant. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and fees to provide residential Site Engineering plan review, field investigation, and office hours.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m. local time, on Thursday, December 19, 2019 to:

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

Five (5) copies of the Statement of Qualifications proposal and one (1) copy of the Fee Proposal shall be submitted. The Statement of Qualifications and Fee Proposal should be firmly sealed in two (2) separate envelopes, which shall be clearly marked on the outside, **"RESIDENTIAL SITE EVALUATION SERVICES - QUALIFICATIONS"** and **"RESIDENTIAL SITE EVALUATION SERVICES - FEES"**. Any proposals received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Consultant's Responsibilities).
2. Any request for clarification of this RFP shall be made in writing and delivered to: Theresa Bridges, 248.530.1269, tbridges@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 p.m. Monday, December 16, 2019. Clarifications will be posted to MITN for the benefit of all bidders.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City to the most qualified, responsive and responsible bidder with the lowest price and the services will require the completion of the work pursuant to these documents.
5. Each respondent shall include in the proposal, in the format requested, the fee of performing the work in a separate sealed envelope as previously described herein. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

MINIMUM QUALIFICATIONS

Firms interested in submitting qualifications shall meet the following minimum requirements:

1. The firm shall perform all duties listed below in the Scope of Services section of this RFP without the use of sub-consultants unless otherwise indicated herein.
2. The firm shall employ a minimum of three (3) licensed professional engineers, all of whom shall be registered in the State of Michigan.
3. The firm shall employ at least one (1) licensed professional surveyor who

shall be registered in the State of Michigan.

4. The firm shall demonstrate that it possesses relevant municipal engineering consulting experience.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined; understanding and approach to the Scope of Services.
2. Related experience and references with similar services.
3. Consultant background and personnel qualifications.

TERMS AND CONDITIONS

1. The qualifications and approved fees for residential site evaluation services will remain in effect for a period up to one (1) year from the date of City Commission approval. The qualifications period may be extended beyond one year at the discretion of City Commission, up to three (3) years.
2. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Consultant if the successful Consultant does not execute a contract within ten (10) days after the award.
3. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.
4. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Consultant for services rendered to the time of notice.
5. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
6. The cost of preparing and submitting a proposal is the responsibility of the Consultant and shall not be chargeable in any manner to the City.

7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
8. The Consultant will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONSULTANT'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 16)
 - b. Fee Proposal (Attachment C - p. 17)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18)
2. Provide a description of comparable services that demonstrate the firm's ability to perform customer service of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 8). Include a statement that the Consultant will be available according to the proposed timeline.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the services.
5. Provide two (2) client references from past or present servicing, include current phone numbers.
6. The Consultant will be responsible for transportation to and from the City, as well as within the City for field work, at no cost to the City.

CITY'S RESPONSIBILITY

1. The City will provide a designated representative and backup representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to inspect and verify any work performed by the Consultant.
2. The City will provide access to the City of Birmingham during regular business hours, which includes a desk, phone and computer with internet access.

3. The City will provide a tablet for photographs and remote access to B.S.& A., the City's permit review and inspection tracking system.
4. The City will provide a parking structure permit at a designated parking structure and a City identification vehicle magnet for use within the City.
5. The City will provide an identification card and lanyard for use as representing the City.

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

The Consultant will not exceed the timelines established for completion as described in the Scope of Work.

SCOPE OF WORK

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

1. Conduct and Complete Initial Residential Site Evaluation Application reviews for new homes within 10 business days of receipt. Additionally, reviews for additions/accessory structures/others may be requested by the City, also to be completed within 10 business days of receipt.
 - a. A designated Michigan licensed Professional Engineer with a minimum of 5 years experience shall be responsible for regularly providing the services.
 - b. Perform a site visit and provide existing conditions photographs, utilizing the City issued tablet. Photographs shall be uploaded to the City's server regularly (minimum once weekly).
 - c. Provide a technical review of the single family residential Site Plan for compliance with all City codes and requirements; and complete the Site Evaluation Review Worksheet (Attachment E) throughout the review process.
 - d. Provide the review comments of required revisions (and any recommendations) to the site designer (engineer or surveyor), and copy the applicant and City designated representative(s); and input comments and status into B.S.&A. tracking system.
 - e. Incorporate review comments from the Department of Public Services Parks & Forestry Division as necessary.
 - f. Identify any additional required permits in the review comments, such as Soil Erosion & Sedimentation Control Permit, Oakland County Water

Resources Tap Permit, or EGLE Floodplain Permit; any of which will be reviewed and processed by others.

2. Complete revised Site Plan reviews/approvals within 3 business days of receipt; and submit the completed Site Evaluation Review Worksheet to the City designated representative upon Site Plan approval.
3. Conduct final grade inspections and review of the certified As-Built Survey compared to the approved Site Plan within 3 business days from requested inspection, issue approval toward Certificate of Occupancy or identifying bondable required corrections. Approvals or rejections shall be documented in B.S.&A.
4. Provide a minimum of 16 hours per week over a consistent combination of non-consecutive business days within the City for office hours and site visits, consultation for issues arising during construction, access to the City's maps, personnel and files, pick-up of site plans, etc. The schedule shall be negotiated with the City and may be modified as necessary.
5. Provide a project status spreadsheet monthly with dates of submittals, receipt, inspections, issuance of comments or approval, etc. with invoice for services.
6. The Consultant shall operate in a safe manner and will observe all MIOSHA guidelines.
7. This section and referenced documents shall constitute the Scope of Work for these services and as such all requirements must be met.

4. Requested Forms

ATTACHMENT B - BIDDER'S AGREEMENT For RESIDENTIAL SITE EVALUATION SERVICES

In submitting this proposal, as herein described, the Consultant 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.

Michael C. MacDonald, PE

December 19, 2019

PREPARED BY
(Print Name)

DATE

Vice President

December 19, 2019

TITLE

DATE


AUTHORIZED SIGNATURE

mmacdonald@hrcenqr.com

E-MAIL ADDRESS

Hubbell, Roth & Clark, Inc.

COMPANY

555 Hulet Drive, Bloomfield Hills, MI 48302

(248) 454-6346

ADDRESS

PHONE

N/A

N/A

NAME OF PARENT COMPANY

PHONE

N/A

ADDRESS

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For RESIDENTIAL SITE EVALUATION SERVICES

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.

Michael C. MacDonald, PE

December 19, 2019

PREPARED BY
(Print Name)

DATE

Vice President

December 19, 2019

TITLE

DATE



mmacdonald@hrcengr.com

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

Hubbell, Roth & Clark, Inc.

COMPANY

555 Hulet Drive, Bloomfield Hills, MI 48302

(248) 454-6346

ADDRESS

PHONE

N/A

N/A

NAME OF PARENT COMPANY

PHONE

N/A

ADDRESS

38-0668370

TAXPAYER I.D.#

ATTACHMENT C – FEE PROPOSAL
For RESIDENTIAL SITE EVALUATION SERVICES

In order for the bid to be considered valid, this form must be completed in its entirety. The fee for the Scope of Work as stated in the Request for Proposal documents shall be determined pursuant to the fee schedule, as follows:

FEE PROPOSAL	
ITEM	BID AMOUNT
New House Site Plan Review (including 1 revision)	\$ 325.00
Addition/Accessory Structure/Other Site Plan Review (including 1 revision)	\$ 200.00
Additional reviews (after second)	\$ 150.00
Each review for Builder initiated change	\$ 250.00
Final Grade Inspection & As-built Survey Review	\$ 350.00

Please note that Hubbell, Roth & Clark, Inc. acknowledges receipt of Addendum 1, issued on December 17, 2019.

Firm Name Hubbell, Roth & Clark, Inc.

Authorized signature  Date December 19, 2019

ATTACHMENT E – SITE EVALUATION REVIEW WORKSHEET

PROJECT INFORMATION			
SITE ADDRESS:			
PROPOSED	<input type="checkbox"/> New House <input type="checkbox"/> Addition <input type="checkbox"/> Accessory Structure <input type="checkbox"/> Other: _____		
REVIEWER:			
Initial Review Date: / / 2nd Review: / / Final Review: / /			
SITE GRADING & DRAINAGE REQUIREMENTS		RESULTS	NOTES
1	Site topographic elevations shown to 10-25 feet around lot	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Reference to City Benchmark Datum	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Existing elevation at building and lot corners	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Elevation at relative high and low points on property	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Existing elevations of property and adjacent properties at points to help determine the general flow pattern	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Existing elevations of neighboring building finished floors and finished grades	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2	Proposed elevations shown at all building and lot corners	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Finished floor elevations appropriate given neighboring buildings' finished floor elevations	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Finished grade / Brick ledge elevations at front corners are appropriate given the adjacent building and road elevations	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Finished grade / Brick ledge elevations show positive drainage away from the structure	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Finished grade elevations at property lines show that existing pass through drainage will be maintained	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3	Impervious Surfaces Drain to Street	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Private catch basin required if grades do not allow gravity drainage to the street	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Downspouts shown with direction of flow	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Grass swale slopes at 1% slope or greater (grades every 25')	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Concrete drive slopes minimum 0.5% / maximum 10%	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Asphalt or pavers slopes at 1.0% or greater	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	4-inch curb for drives along property lines, or top of drive below adjacent grade (T/C & B/C grades every 25')	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Standard 2' flares on approach (maximum 30' wide)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Driveway width matches approach width at sidewalk	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Maximum side yard slopes of 1V:4H or less.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	No downspouts connected to any City or County sewers	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Pop-up drain located minimum 10' from sidewalk/prop.line	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
UTILITY & SERVICE REQUIREMENTS		RESULTS	NOTES
1	Sketch of sanitary, combined, and/or storm sewers showing rim and invert elevations of upstream and downstream manholes.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2	New Sewer Service Proposed (Private or Both Private&Public)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Private <input type="checkbox"/> Both (#)
	Trench maintenance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	(#)
	Pipe material Sch. 40 PVC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Pipe slopes at 1% slope or greater	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	City sewer invert shown at connection	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Sewer service invert shown at connection	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

	Sewer service invert shown at house	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Sewer service perpendicular to R.O.W. lines	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3	New Water Service Proposed (Private or Both Private&Public)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Private <input type="checkbox"/> Both
	Pipe material Type K Copper or PEX	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Minimum service size of 1"	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	(<input type="text"/>)
	Water service perpendicular to R.O.W. lines	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	In same trench as sewer? (If not, water service to be installed by the City DPS)	<input type="checkbox"/> Yes <input type="checkbox"/> DPS <input type="checkbox"/> N/A	
4	Private Catch Basin Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	(# <input type="text"/>)
	Rim elevation shown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Sewer invert(s) shown (minimum 3' cover)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	2' Sump & gas trap specified	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Located minimum 5' from property lines	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Minimum 6-inch pipe at 1% slope	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Structure materials specified	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
ADDITIONAL REQUIREMENTS		RESULTS	NOTES
1	Soil Erosion Control Permit Required (within 500' of river/water course or site greater than 1 acre)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Improvements or grading in the floodplain (EGLE Permit Required)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Quarton Lake Neighborhood – Backyard Sewer Easement Required? (Or Cedar, Edgewood, or Yorkshire)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4	Check for backyard/side yard utility setbacks (Sewer: 10' min. Water: 6' min.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5	Conflicts with street trees? (DPS permit required) (water/sewer services, drive approach, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
NOTES / COMMENTS			
RESULTS			
<input type="checkbox"/>	APPROVED AS SUBMITTED		
<input type="checkbox"/>	APPROVED AS NOTED		
<input type="checkbox"/>	REVISE AND RE-SUBMIT		
Signature:			Date:

**CITY OF BIRMINGHAM
RESIDENTIAL SITE EVALUTION SERVICES**

ADDENDUM No. 1

Tuesday, December 17, 2019

In response to inquiries on the above Request for Proposals, the following clarifications are provided to assist with preparation of the proposal:

1. All bidders shall note receipt of this Addendum No. 1 on the outside of the envelope containing their bid. This addendum contains this cover memo ONLY.
2. The date and time of the deadline of proposals being received are unchanged by the issuance of this addendum. Bids will be accepted at the City Clerk's office until 2:00 PM, local time on Thursday, December 19, 2019.

CLARIFICATIONS

1. **Consultant's Responsibilities, #5.** Provide a minimum of two (2) client references. More may be included.
2. **Scope of Work, #4.** The minimum of sixteen (16) hours per week shall be included in the fees obtained per review and will not be paid separately in an hourly fee. It is expected that typically the City contracted work will be performed during the minimum 16 hours per week, and will be incidental to occasional on-site meetings, drainage questions by designers/builders or neighboring residents.
3. **Attachment A, Section 12 F. Pollution Liability Insurance** is not applicable and will not be required.

CITY OF BIRMINGHAM

RESIDENTIAL SITE EVALUATION SERVICES

FEE PROPOSAL SCHEDULE SUMMARY

Item	HRC	Spalding DeDecker
New House Site Plan Review (including 1 revision)	\$325	\$200
Addition/Accessory Structure/Other Site Plan Review (inc. 1 revision)	\$200	\$110
Additional reviews (after 2nd)	\$150	\$110
Each review for Builder initiated change	\$250	\$110
Final Grade Inspection & As-built Survey Review (no revisions included)*	\$200*	\$140
Additional Final Grade Inspection & As-built Survey Review*	\$150*	\$110*
*Amended for no revisions included		

COMMUNITY DEVELOPMENT DEPT.

EXISTING FEE

Sign Removal: Failure to comply with notice to remove, daily fine to commence on 31st day after notice to remove is issued.

\$ 25.00

Site Evaluation

Base Fee		\$ 50.00
New house (including 1 revision)	\$ 250.00	\$ 325.00
Addition (including 1 revision)		\$ 200.00
Additional reviews (after 1 revision included in initial fee)		\$ 150.00
Each review for Applicant initiated change		\$ 250.00
Accessory structure and impervious surfaces	\$ 125.00	
Final Grade Inspection & As-built Survey Review (initial)		\$ 200.00
Additional Final Grade Inspection & As-built Survey Reviews		\$ 150.00

Special Land Use Permits (See Zoning)

Subdivision plats (Chapter 102)

Tentative preliminary plat approval	
Fee	\$2,500.00
Plus per lot	\$10.00
Final preliminary plat approval	
Fee	\$1,000.00

Temporary Structure (Tents, Canopies, etc)

Original permit	\$ 100.00
Renewal	\$ 25.00
Plan checking fee	\$ 50.00
Temporary Use Permit	\$ 100.00

Vacant Property Registration Fee

Residential	\$ 100.00
Commercial	\$ 100.00
Safety and maintenance inspection	\$ 75.00
Administrative costs: Inspector per hour	\$ 55.00
Support staff per hour	\$ 45.00
Sanctions, remedies, penalties:	
First offense	\$ 150.00
Second offense and any other subsequent offense	\$ 500.00

Zoning Ordinance Fees

Board of Appeals	
Single family residential	\$ 310.00
All others	\$ 510.00
Community Impact Review	\$ 2,050.00
Design review fee	\$ 350.00
Historic district review	
Single family residential district	\$ -
All other zone districts	\$ 350.00



Austin Fletcher <afletcher@bhamgov.org>

RE: RFP Interview Follow up

1 message

MacDonald, Mike <MMacDonald@hrcengr.com>

Tue, Jan 14, 2020 at 2:01 PM

To: Austin Fletcher <afletcher@bhamgov.org>

Hi Austin, as requested, we have reviewed the cost submitted for the Final Grade Inspection & As-built Survey Review and based on our discussion and the clarifications of the scope required for this task at our interview, we offer the following cost breakdown for one review and an additional review, if required:

- Final Grade Inspection & As-built Survey Review (one review) - \$200
- Final Grade Inspection & As-built Survey Review (additional review) - \$150

If selected we look forward to working with you and City staff on the reviews. Please give me a call at 248-454-6346 if there are any questions. Have a great day, Mike.

Michael C. MacDonald, P.E.
Vice-President/Secretary
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48303-0824
Phone: (248) 454-6300
Direct: (248) 454-6346

Mobile: (248) 535-3318
E-mail: mmacdonald@hrcengr.com

PLEASE NOTE MY NEW EMAIL ADDRESS ABOVE.

WE'VE DROPPED THE HYPHEN! USE @HRCENGR.COM



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

Engineering. Environment. Excellence.

www.hrc-engr.com

The sender intends that this e-mail is for the exclusive use of the person/company to whom it is addressed. This message may contain information that is confidential or privileged and exempt from disclosure under applicable law. If the reader of this e-mail is not the intended recipient, be aware that any disclosure, dissemination, distribution or copying of this communication, or the use of its contents, is

prohibited. If you have received this e-mail in error, please immediately notify the sender of your inadvertent receipt and mail the original copy to: Hubbell, Roth & Clark, Inc., P.O. Box 824, Bloomfield Hills, MI 48303.

From: Austin Fletcher <afletcher@bhamgov.org>
Sent: Monday, January 13, 2020 5:30 PM
To: MacDonald, Mike <MMacDonald@hrcengr.com>
Subject: RFP Interview Follow up

Mike,

As discussed during our interview last week, please provide a breakdown in cost for the 'Final Grade Inspection & As-built Survey Review':

- Final Grade Inspection & As-built Survey Review (one review) -
- Final Grade Inspection & As-built Survey Review (additional review) -

A response to the email is sufficient. If you could provide this in the next day or two it would be greatly appreciated

If you have any questions or need additional information, please feel free to contact me at our offices.

Thanks,

Austin W. Fletcher, P.E.

Assistant City Engineer

City of Birmingham

151 Martin Street

Birmingham, MI 48009

(248) 530-1839

afletcher@bhamgov.org

is planning to activate the spare space to offer healthy initiatives that are attractive to Birmingham residents.

Commissioner Hoff suggested that the BSD recruit more vendors to revitalize this event. Director Tighe expressed that the team is actively seeking ways to incentivize vendors to participate.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Hoff:
To approve a request from the Birmingham Shopping District to hold the 2020 Farmers Market season beginning Sunday, May 3rd, 2020 to October 25th, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

VOTE: Ayes, 7
 Nays, 0

01-024-20 APPROVAL AUTHORIZING THE IT DEPARTMENT TO PURCHASE DARKTRACE ENTERPRISE IMMUNE SYSTEM (ITEM N).

Commission Baller pulled this item to express the importance of this very large expenditure and asked the City Manager to explain this item. City Manager Valentine gave an overview of the necessity for this expenditure to keep the City's critical assets secure from ransomware attacks.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To approve the resolution authorizing the IT department to purchase the Darktrace enterprise immune system from SHI international using Michigan Master Computing Program Contract - 071B6600113-MIDEAL with a total purchase price not to exceed \$239,292.00. Paid in 4 annual installments of \$59,823.00 beginning 2020, and ending in 2023; purchase to be charged to account #636-228.000-973.0400; and further approving the appropriation and amendment to the fiscal year 2019-2020 Computer Equipment Fund budget.

VOTE: Ayes, 7
 Nays, 0

01-025-20 PROFESSIONAL SERVICES AGREEMENT WITH HUBBELL, ROTH & CLARK, INC. (ITEM O).

Commissioner Hoff pulled this item because it is an outside firm being contracted to do residential site evaluation reviews previously done by City staff. She wanted to understand how the staff would be using their time in lieu of doing site evaluation reviews. Commissioner Hoff also asked would this service agreement only cover new builds. If not, what other type of work would be covered in the agreement. She also expressed concerns about the increase in fees that are being proposed.

Assistant City Engineer Bridges explained that the increase in construction activities and recent loss of staff to retirement has put a strain on current staff. This is an opportunity for the City to support staff in performing duties in a timely manner. She went on to say that the services will be primarily for new builds until it is established how much of the additions or accessory structures will be offered in this agreement. In terms of the increase in fees, Assistant City Engineer Bridges expressed that if this service remains in-house, it would cost more to provide than the fee for service would bring in to the City. The proposed fees in this service agreement is comparable to other communities to review and revise plans used in new builds.

City Manager Valentine clarified that the City was not covering cost previously and an adjustment was needed. In using this outside consultant, fees are adjusted to cover the cost. In addition, the City would be able to provide a guarantee of turnaround time on project reviews and demonstrate improved efficiencies.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
Approving the resolution for the Professional Services Agreement with Hubbell, Roth & Clark, Inc. for Residential Site Evaluation Services for a 1-year term, extendable at the discretion of the City Commission up to three years. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

AND

Resolution amending the Schedule of Fees, Charges, Bonds, and Insurance, in the Community Development section as indicated by the consultant fee proposal.

VOTE: Ayes, 7
 Nays, 0

VI. UNFINISHED BUSINESS

None

VII. NEW BUSINESS

**01-026-20 ORDINANCE AMENDING PART II OF THE CITY CODE, CHAPTER 74
OFFENSES, ARTICLE I – GENERAL, SEC. 74-6**

Commander Scott Grewe presented the proposed amendment, which would replace the current ordinance with an updated version to include electric personal assistive mobility devices.

Commissioner Nickita expressed concerns that this amendment would mandate use of motorized devices to the sidewalk. As an urban designer, he found that bikes on the sidewalk are problematic especially in active pedestrian areas, and felt that motorized devices would be more problematic on the sidewalk.

Mayor Boutros and City Manager Valentine clarified the difference between the existing ordinance and the proposed amendment.

Commissioner Baller expressed that he would like to see a presentation clarifying the use of all motorized and non-motorized devices prior to a vote. His concern was being able to communicate the ordinance to the public with clarity.

Commissioner Hoff commented on the definitions and felt a diagram defining the devices and where they should be operated would be helpful.

Commissioner Nickita would like the street boundaries referenced to be defined and would need more clarity overall to support the suggested resolution.

City Manager Valentine offered to seek counsel to make the amendment clearer and bring it back to the commission later with more detail.

Mayor Boutros suggested that no action be taken and the commissioners agreed.



MEMORANDUM

Finance Department

DATE: February 5, 2021

TO: Thomas M. Markus, City Manager

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

SUBJECT: 2021-2022 Community Development Block Grant Application
Public Hearing

INTRODUCTION:

The purpose of the February 22, 2021 public hearing is to: receive citizen input regarding the 2021-2022 Program Year Community Development Block Grant (CDBG) program; make a determination of eligible project(s) to be pursued; and determine the amount of funds to be allocated to each project.

BACKGROUND:

The CDBG program is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to entitlement jurisdictions. CDBG funds housing, public facility and public service activities that benefit low-income households and persons with special needs. Oakland County receives CDBG funds as an "urban county". Participating communities must join with the County to receive CDBG funding. The City of Birmingham has been a participant of the CDBG program for over 30 years.

The City of Birmingham has been given a planning allocation of \$36,090, which is the same as last year's revised allocation. Under CDBG guidelines communities may: a) spend a maximum of 30%, or \$10,827, of their 2021-2022 funding allocation on public service activities; b) allocate no less than \$3,500 per activity; and c) allocate funding to no more than 4 activities.

In the past, the City has allocated the maximum amount of funding (30%) to public service activities. This funding is typically allocated towards senior services and yard services (see attachments for activity descriptions). In the past, these activities have been administered by an outside agency which is selected through a bid process every program year. Historically, NEXT has administered these services.

Since the City has so few low-income residents, the City is really restricted on what it can do with the remaining funding. The remaining funding is usually allocated to minor home repair and/or the removal of architectural barriers. The minor home repair activity provides funding for repairs to homes of low-income residents that typically are less than \$5,000 per repair (see attached activity description). This activity is also administered by an outside agency which is selected through a bid process when funding is allocated to this activity. The removal of architectural barriers activity provides funding to retrofit City property which was not ADA compliant like bathrooms and entrances to public facilities.

Federal regulations governing the public hearing process require: the public hearing to first be opened to the public for comment; after public comment, the public hearing should then be closed; **after the public hearing has been closed, the City Commission may then discuss the application and take action by roll call vote.** At the close of the public hearing, the eligible projects are required to be identified, along with the approved funding allocations.

The deadline for submitting the grant application is Friday, March 5, 2021.

LEGAL REVIEW:

No legal review required.

FISCAL IMPACT:

No impact this fiscal year. The amount approved will be included in the 2021-2022 annual budget.

SUMMARY:

Staff recommends that the maximum amount of public services funding of \$10,827 be allocated as follows: Senior Services \$3,500 and Yard Services \$7,327 as has been historically done. In addition, staff recommends the remaining funding of \$25,263 be allocated to minor home repair as staff does not have any ADA projects under consideration at this time.

It is suggested that the City Commission approve the allocation of CDBG funds as proposed above, that the Finance Director prepare the 2021-2022 Community Development Block Grant application and conflict of interest certification according to those funding allocations, and that the mayor be authorized to sign the application and conflict of interest certification.

ATTACHMENTS:

1. Proposed Summary of Application Funding
2. Conflict of Interest Certification

SUGGESTED RESOLUTION: To authorize the Finance Director to complete the 2021-2022 Program Year Community Development Block Grant application and conflict of interest certification and to authorize the mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

	APPROVED 2020**
1. Public Services – Yard Services	\$ 7,327
2. Public Services – Senior Services	3,500
3. Minor Home Repair	<u>25,263</u>
TOTAL	<u>\$ 36,090</u>

** (TO BE DETERMINED BY THE CITY COMMISSION AT THE FEBRUARY 22, 2021 MEETING)

**CITY OF BIRMINGHAM
MICHIGAN**

**NOTICE OF PUBLIC HEARING
FEBRUARY 22, 2021
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

NOTICE IS HEREBY GIVEN THAT the City of Birmingham's City Commission will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on Monday, February 22, 2021 at 7:30 p.m., or as soon thereafter as the agenda will permit, for the purpose of hearing public comments on the Community Development Block Grant (CDBG) Program Year 2021 application in the approximate amount of \$36,090 to fund eligible projects. Due to health concerns surrounding Coronavirus/COVID-19, this meeting will take place virtually (online and/or phone), as permitted under Public Act 228 of 2020. **All interested citizens are requested to attend the Hearing. Information regarding how to attend the virtual meeting can be found on the City's website, www.bhamgov.org. Comments will also be received in writing at the City Clerk's Office, 151 Martin Street, Birmingham, MI 48009 or ClerksOffice@bhamgov.org until 5:00 p.m., February 22, 2021.**

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 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

ALEXANDRIA BINGHAM, City Clerk
City Clerk's Office

Publish: At least 10 Days before the
Public Hearing Date of February 22, 2021

Applications Due
By 5:00 PM
Friday,
March 5 2021

NO EXCEPTIONS

PROGRAM YEAR 2021

(July 1, 2021 - June 30, 2022)

Oakland County, MI Community Development Block Grant (CDBG) Application Guide

A guide designed to assist participating communities to complete their annual application for Community Development Block Grant (CDBG) funds. The guide outlines the application process and provides specific instruction on proper completion. The PY 2021 CDBG Application Workshop was held virtually on Thursday, January 28, 2021.

PREVIOUS EDITIONS OBSOLETE

oakgov.com/advantageoakland/communities/Pages/Publications

Catalog of Federal Domestic Assistance (CFDA) # 14.218

DUNS #136200362

CAGE# 39SZ3

HEALTH & HUMAN SERVICES

Randolph Hobbs • Deputy County Executive

COMMUNITY & HOME IMPROVEMENT DIVISION

Shane Bies • manager

OAKLAND COUNTY NEIGHBORHOOD & HOUSING DEVELOPMENT

250 Elizabeth Lake Rd • Suite 1900
Pontiac, Michigan 48341-0414

t: (248) 858-0493 • f: (248) 858-5311



The Community Development Block Grant (CDBG) Program - CDBG is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to entitlement jurisdictions. Federal regulations 24 CFR Part 570 set forth eligible activities and CDBG national objectives. CDBG funds housing, public facility and public service activities that benefit low-income households and persons with special needs. Oakland County receives CDBG funds as an "urban county". Participating communities have a population below the threshold for entitlement status and must join with the County to receive CDBG or meet the population threshold but opt of participation with the "urban county". The City of Pontiac participates in the "urban county" as a Metropolitan City. Projects must be eligible, in conformance with activities to be funded and meet at least one of the following CDBG national objectives:

NATIONAL OBJECTIVES

- 1. Primarily benefit low-income persons or households** - This is the most commonly used qualifier. Documentation of the benefit to low-income level persons is required of every project funded under this objective.
 - Limited clientele activities, i.e., those which benefit a specific sector of the community must benefit a minimum of 51% low-income persons.
 - Activities that benefit all residents within a defined geographic area can meet the low-income benefit requirement if the area meets the urban county exception criteria of a minimum of 45.08% low-income income residents, as calculated from Census data provided by HUD.
 - Direct benefit activities are those such as Minor Home Repair and Public Services- Youth Services that directly benefit qualified low-income households.
- 2. Aid in the elimination of slum or blight conditions** - HUD has strict guidelines to define conditions under slum and blight spot or area basis. A project must comply with the State Definition of Blight to meet this national objective. Contact Samantha Ferguson at (248) 858-5312 to determine project eligibility.
- 3. Meet an urgent community need** - Generally, this objective is used in the case of recent serious natural disasters (e.g., earthquake, flooding) and only when other funds are not available.

CDBG ACTIVITIES MUST MEET A DOCUMENTED NATIONAL OBJECTIVE

Consolidated Plan - The Oakland County Consolidated Plan (Con Plan) is submitted every five years pursuant to U.S. Department of Housing and Urban Development (HUD) Code of Federal Regulations (CFR) (24 Part 91, 1/5/95). The Con Plan represents a single submission covering the planning and application aspects of HUD's Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME) and Emergency Solutions Grant (ESG) formula programs. The purpose of the Con Plan is to describe activities to be undertaken every five years in conjunction with HUD programs by the Oakland County HOME Consortium. Oakland County serves as the lead agency for the HOME Consortium, which is comprised of the Urban County of Oakland, City of Farmington Hills, City of Royal Oak, City of Southfield and Charter Township of Waterford. The Con Plan is designed to assess housing and community development needs and describe market conditions to address priority needs.

PY 2021 CDBG APPLICATION PART 2 - CONTINUED

D - CONFLICT OF INTEREST CERTIFICATION

Code of Federal Regulations Title 24, Volume 3 Revised as of April 1, 2004 CITE: 24CFR570.611

TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD

Part 570 Community Development Block Grants

Subpart K Other Program Requirements

Sec. 570.611 Conflict of interest

(a) **Applicability.** (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

(b) **Conflicts prohibited.** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) **Persons covered.** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) **Exceptions.** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) **Threshold requirements.** HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) **Factors to be considered for exceptions.** In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable: (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; (ii) Whether an opportunity was provided for open competitive bidding or negotiation; (iii) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question; (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section; (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations. By applying for CDBG funds, the Participating Community certifies that they have read the above:

Community Name:	CITY OF BIRMINGHAM, MICHIGAN
Name of Highest Elected Official or Designee:	Pierre Boutros
Title of Highest Elected or Designee:	Mayor
Signature:	

A - APPLICANT CONTACT

Community:	CITY OF BIRMINGHAM
PY 2021 CDBG Planning Allocation:	\$36,090
Contact Person:	Mark Gerber
Telephone:	(248)530-1814
Best time to contact:	Monday-Friday, 8am-5pm
DUNS #:	07-423-9450
Copy of current SAMS attached:	Yes <input checked="" type="checkbox"/> If No, Explain: _____
Is community subject to Single Audit?	Yes _____ No <input checked="" type="checkbox"/>

B - PROPOSED PROJECTS

Example	Project # <u>1</u>	Name: <u>Code Enforcement</u>	Allocation: <u>\$80,834</u>
	Project # <u>1</u>	Name: <u>Minor Home Repair #731227</u>	Allocation: \$ <u>25,263</u>
	Project # <u>2</u>	Name: <u>Yard Services #732170</u>	Allocation: \$ <u>7,327</u>
	Project # <u>3</u>	Name: <u>Senior Services #731712</u>	Allocation: \$ <u>3,500</u>
	Project # _____	Name: _____	Allocation: \$ _____
Total # of Projects:	3		
# of Public Service Projects:	2		
Public Service %:	30%		

C - AFFIDAVIT OF COMPLIANCE

The undersigned certifies that the information in this application is true and correct. In applying for CDBG funds, the applicant has read, understands and agrees to comply with all the provisions of all federal regulations issued thereto by the U.S. Department of Housing and Urban Development (HUD), state and local regulations and laws.	
Name of Highest Elected Official or Designee:	Pierre Boutros
Title of Highest Elected or Designee:	Mayor
Signature:	



Kathryn Burrick <kburrick@bhamgov.org>

PY 2020 CDBG Application n

6 messages

Spradlin, Carla R <spradlinc@oakgov.com>

Tue, Mar 10, 2020 at 2:08 PM

To: "mgerber@bhamgov.org" <mgerber@bhamgov.org>, "Kathryn Burrick (Kburrick@bhamgov.org)" <Kburrick@bhamgov.org>

Hi Mark and Kathryn –

I was just reading over the 11/25/19 Birmingham City Commission minutes.

It appears that elected officials and staff spoke after the public hearing was opened by the Mayor at 7:40 p.m.

Please make sure that the PY 2021 CDBG application does not contain non-public comments between the open and close of the hearing.

Staff/elected official comments and answers to questions are of course welcome but not during the period reserved for the public to speak.

Thanks

Carla Spradlin

Grant Compliance & Program Coordinator

Community & Home Improvement Division, Oakland County

Oakland Pointe, Suite 1900

250 Elizabeth Lake Road

Pontiac MI 48341

o: (248) 858-5312

f: (248) 858-5311

e: spradlinc@oakgov.com

Office Hours: 7:30 a.m. – 6:00 p.m. Tuesday – Friday

w: AdvantageOakland.com

Mark Gerber <Mgerber@bhamgov.org>

Wed, Mar 11, 2020 at 9:04 AM

To: "Spradlin, Carla R" <spradlinc@oakgov.com>

Cc: "Kathryn Burrick (Kburrick@bhamgov.org)" <Kburrick@bhamgov.org>

Thanks, Carla for bringing this to my attention. I re-read the minutes of the meeting and this was not my recollection of what took place. My recollection was that the public hearing was closed after HAVEN gave their presentation, but I'll defer to the clerk and the recording on this. I try to make it very clear before the public hearing is opened that the commission is not to speak during the public hearing period, but sometimes even doing that it's like trying to herd cats. I'll make sure for the 2021 program year meeting to clarify this point again with the commission and to review the minutes with the clerk to make sure of its accuracy prior to commission approval.

[Quoted text hidden]

--

Mark Gerber, CPA
Finance Director/Treasurer
City of Birmingham
151 Martin Street

7A*

3/12/2020

City of Birmingham MI Mail - PY 2020 CDBG Application n

PO Box 3001
Birmingham, MI 48012-3001
(248) 530-1814 phone
(248) 530-1090 fax

Mark Gerber <Mgerber@bhamgov.org>
To: "Spradlin, Carla R" <spradlinc@oakgov.com>
Cc: "Kathryn Burrick (Kburrick@bhamgov.org)" <Kburrick@bhamgov.org>

Wed, Mar 11, 2020 at 9:23 AM

Just reviewed the video of this...my bad. After HAVEN's presentation, the presenter asked if there were any questions, and that sent the cats free. I'll try to do a better job herding them this fall.

[Quoted text hidden]

Spradlin, Carla R <spradlinc@oakgov.com>
To: Mark Gerber <Mgerber@bhamgov.org>
Cc: "Kathryn Burrick (Kburrick@bhamgov.org)" <Kburrick@bhamgov.org>

Wed, Mar 11, 2020 at 1:08 PM

No problem

Please just keep a copy of this email in your PY 2020 CDBG application file.

Thanks!

[Quoted text hidden]

Kathryn Burrick <Kburrick@bhamgov.org>
To: "Spradlin, Carla R" <spradlinc@oakgov.com>
Cc: Mark Gerber <Mgerber@bhamgov.org>

Wed, Mar 11, 2020 at 3:47 PM

Okay. Will do!
[Quoted text hidden]

--

*Kathryn Burrick
Senior Accountant/CPA
City of Birmingham
P.O. Box 3001
151 Martin Street
Birmingham, MI 48012-3001
kburrick@bhamgov.org
248.530.1815 (phone)
248.530.1090 (fax)*

Spradlin, Carla R <spradlinc@oakgov.com>
To: Kathryn Burrick <Kburrick@bhamgov.org>

Wed, Mar 11, 2020 at 3:53 PM



[Quoted text hidden]



Alex Bingham <abingham@bhamgov.org>

Fwd: CDBG Public Hearing

1 message

Tom Markus <tmarkus@bhamgov.org>

Tue, Feb 16, 2021 at 2:42 PM

To: Alex Bingham <abingham@bhamgov.org>

Cc: Kimberly Wickenheiser <kwickenheiser@bhamgov.org>, Mary Kucharek <Mkucharek@bhlaw.us.com>

Alex: Please add a comment per the attached that states the requirement. The note from the county should be included with this agenda item

----- Forwarded message -----

From: **Kimberly Wickenheiser** <kwickenheiser@bhamgov.org>

Date: Tue, Feb 16, 2021 at 1:39 PM

Subject: Fwd: CDBG Public Hearing

To: Tom Markus <tmarkus@bhamgov.org>

Hi Tom,

We were reminded by Oakland County that during the Public Hearing for CDBG there is to be no talking from the commission or any staff members. Questions and/or comments from the commission can occur after the hearing has closed. Can we have the Mayor include this instruction as he is opening the hearing?

Thank you.

----- Forwarded message -----

From: **Kathryn Burrick** <Kburrick@bhamgov.org>

Date: Fri, Feb 12, 2021 at 9:50 AM

Subject: CDBG Public Hearing

To: Kimberly Wickenheiser <kwickenheiser@bhamgov.org>

The County is strict on no talking rule during the Public Hearing. We can only talk before the opening and after the closing of the hearing.

--

Kathryn Burrick
Senior Accountant / CPA
City of Birmingham
P.O. Box 3001
151 Martin Street
Birmingham, MI 48012-3001
kburrick@bhamgov.org
248.530.1815 (phone)
248.530.1090 (fax)

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.

--

Kim Wickenheiser
Assistant Finance Director
City of Birmingham
248-530-1823

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



2020 Signed CDBG Application Part II.pdf

114K



MEMORANDUM

(Department Name)

DATE: 2/15/2021

TO: Tom Markus, City Manager

FROM: Jack Todd, Deputy Treasurer

SUBJECT: Poverty Exemption Form Related to PA 253 of 2020

INTRODUCTION:

The State Tax Commission approved updated Poverty Exemption Forms on January 19, 2021. The changes include three thresholds in terms of a reduction in taxable value, 100%, 50%, or 25%. The city is to decide which of the three to grant. If an applicant is approved for the exemption, they would qualify for the reduction approved by the city. If one of three thresholds is not approved by the city, the city must send the poverty exemption(s) calculations to the State Tax Commission for approval.

BACKGROUND:

In collaboration with our Assessor, Teresa Boger, the city Treasurer's Office, and legal counsel, we have determined that choosing one of the three poverty exemption thresholds would be the best option to comply with the updated policy. Prior to this updated policy, the Board of Review would determine how much of a taxable value reduction, if any, an applicant qualifies for. By choosing one of the three thresholds, each applicant that is granted exemption will receive the same reduction.

LEGAL REVIEW:

Peter Gojcay of Beier Howlett reviewed the State Tax Commission policy related to PA 253 of 2020 and the city's updated Hardship Application. Upon review, Mr. Gojcay said the application complies with the State Tax Commission's policy.

FISCAL IMPACT:

There is no fiscal impact based on this change in poverty exemption. The city averages less than 10 applicants per year and most of the applicants are recurring.

SUMMARY

The Hardship Application will need to be updated to reflect one of the three taxable value percentage reductions to be in compliance with Public Act 253 of 2020. If a resolution is not made, the city will be required to send their exemptions to be reviewed and approved by the State Tax Commission.

ATTACHMENTS:

[https://www.michigan.gov/documents/treasury/State Tax Commission Policy Regarding Requests for Percentage Reductions in Taxable Value for Poverty Exemptions 713579 7.pdf](https://www.michigan.gov/documents/treasury/State_Tax_Commission_Policy_Regarding_Requests_for_Percentage_Reductions_in_Taxable_Value_for_Poverty_Exemptions_713579_7.pdf)

SUGGESTED RESOLUTION:

The Treasurer's Office recommends the city granting a partial exemption equal to a 50% reduction in taxable value.



MEMORANDUM

Clerk's Office

DATE: February 22, 2021
TO: Tom Markus, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: 2021 Village Fair - June 2 – June 6, 2021

INTRODUCTION:

The Birmingham Bloomfield Chamber of Commerce has submitted a Special Event application to hold the Annual Village Fair in Shain Park, on Martin St. between Pierce and Chester, on portions of Bates and Henrietta Streets, and on the sidewalks along Martin, Bates, and Henrietta Streets. The event is requested to be held on the following dates and times:

Pre-party on Wednesday, June 2, 5 – 10 p.m.

Thursday, June 3, 2 - 10 p.m.

Friday, June 4, 12 - 11 p.m.

Saturday, June 5, 11 a.m. - 11 p.m.

Sunday, June 6, 12 - 9 p.m.

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

Movie Night	June 11	Booth Park
Farmers Market	Sundays	Lot 6

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the 2021 Village Fair special event to be held June 2 – June 6, 2021

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 January 23, 2023. Notification addresses are on file in the Clerk's Office
3. Hold Harmless Agreement signed by the Chamber of Commerce, and Certificate of Insurance
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Bloomfield Chamber of Commerce to hold the Annual Village Fair and private party in Shain Park and on the surrounding streets and sidewalks, June 2 through June 6, 2021, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

**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 December 4, 2020

Name of Event 58TH Annual Village Fair

Detailed Description of Event (attach additional sheet if necessary) Annual community
fair with rides, food and games.

Pre-party on Wednesday, June 2, 5 - 10 p.m.
Thursday, June 3, 2 - 10 p.m.
Friday, June 4, 12 - 11 p.m.
Saturday, June 5, 11 a.m. - 11 p.m.
Sunday, June 6, 12 - 9 p.m.

Location Shain Park and on Martin btwn Piercey Chester. Also on Butler + Henrietta Streets

Date(s) of Event June 2-6, 2021 Hours of Event _____

Date(s) of Set-up June 1-2, 2021 Hours of Set-up 1 AM - 3 PM

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

Date(s) of Tear-down June 6 Hours of Tear-down 9 PM - 12 AM

Organization Sponsoring Event Birmingham Bloomfield Chamber

Organization Address 725 S. Adams Rd., Ste 130, Birmingham, AL 35209

Organization Phone 248-644-1700

Contact Person Kelly Bennett or Joe Bauman

Contact Phone 248-430-7688

Contact Email kellyb@bbcc.com

II. EVENT INFORMATION

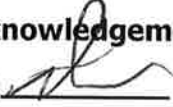
1. Organization Type Civic organization, fund-raiser for the Chamber +
(city, non-profit, community group, etc.) benefits local non-profits
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD
3. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary primary beneficiary is the BBChamber
List expected income est. \$25,000 - \$35,000
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe 58TH Annual Village Fair
5. Total number of people expected to attend per day Thousands per day, weather permitting
6. The event will be held on the following City property: (Please list)
- ☒ Street(s) Martin between Pierce + Chestv. On Bates + Henrietta:
The corner of Pierce/Martin will not be blocked. Merrill, Henrietta
and Bates + Merrill will be open for one lane of traffic.
- ☒ Sidewalk(s) On Martin, Bates + Henrietta
- ☒ Park(s) Shain Park
7. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]
8. What parking arrangements will be necessary to accommodate attendance? Page over meters on Martin, Bates + Henrietta. Attendees will be encouraged³ to use parking structures.

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐

If yes, please provide number of staff to be provided and any specialized training received.

Describe A paid crew is hired for maintenance and clean-up.
Safety + security is hired by North American Midway.
Maintenance is coordinated by the Birmingham Bloomfield Chamber.

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 North American Midway pulls a water permit and
works directly with the fire marshall.

11. Will alcoholic beverages be served? YES ☐ NO ☒

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☐ NO ☒

_____ Live _____ Amplification _____ Recorded _____ Loudspeakers

Time music will begin _____

Time music will end _____

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

13. Will there be signage in the area of the event? YES ☒ NO ☐

Number of signs/banners 15-20

Size of signs/banners 18" x 24"

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	12	6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	30	\$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	10	\$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	TBD/YES	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	N/A	\$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)	TBD	10 x 10
Portable Toilets	6	
Rides	16	
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 58TH Annual Village Fair
EVENT DATE June 2-6, 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.

Kelly Bennett
Signature

12/4/2020
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.



SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: Friday, December 4, 2020

TO: Residential Property or Business Owner

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

EVENT INFORMATION

NAME OF EVENT: 58th Annual Birmingham Village Fair

LOCATION: On Martin St. between Pierce and Chester. On Bates and Henrietta. See back for map.

DATE(S) & HOURS OF EVENT:

Wednesday, June 2, 2021	5-10 p.m. Private Pre-Party
Thursday, June 3, 2021	12-10 p.m. Open to the public
Friday, June 4, 2021	12-11 p.m. Open to the public
Saturday, June 5, 2021	11 a.m. - 11 p.m. Open to the public
Sunday, June 6, 2021	12-9 p.m. Open to the public

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Community fair with rides, food and games.

DATE(S) OF SET-UP: Tuesday, June 1 & Wednesday, June 3

HOURS OF SET-UP: 1 a.m. - 3 p.m.

DATE(S) OF TEAR-DOWN: Sunday, June 6, 2021

HOURS OF TEAR-DOWN: 9 p.m. - 12 a.m.

DATE OF CITY COMMISSION MEETING: TBD

The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. 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: Birmingham Bloomfield Chamber

ADDRESS: 725 S. Adams, Suite 130, Birmingham MI 48009

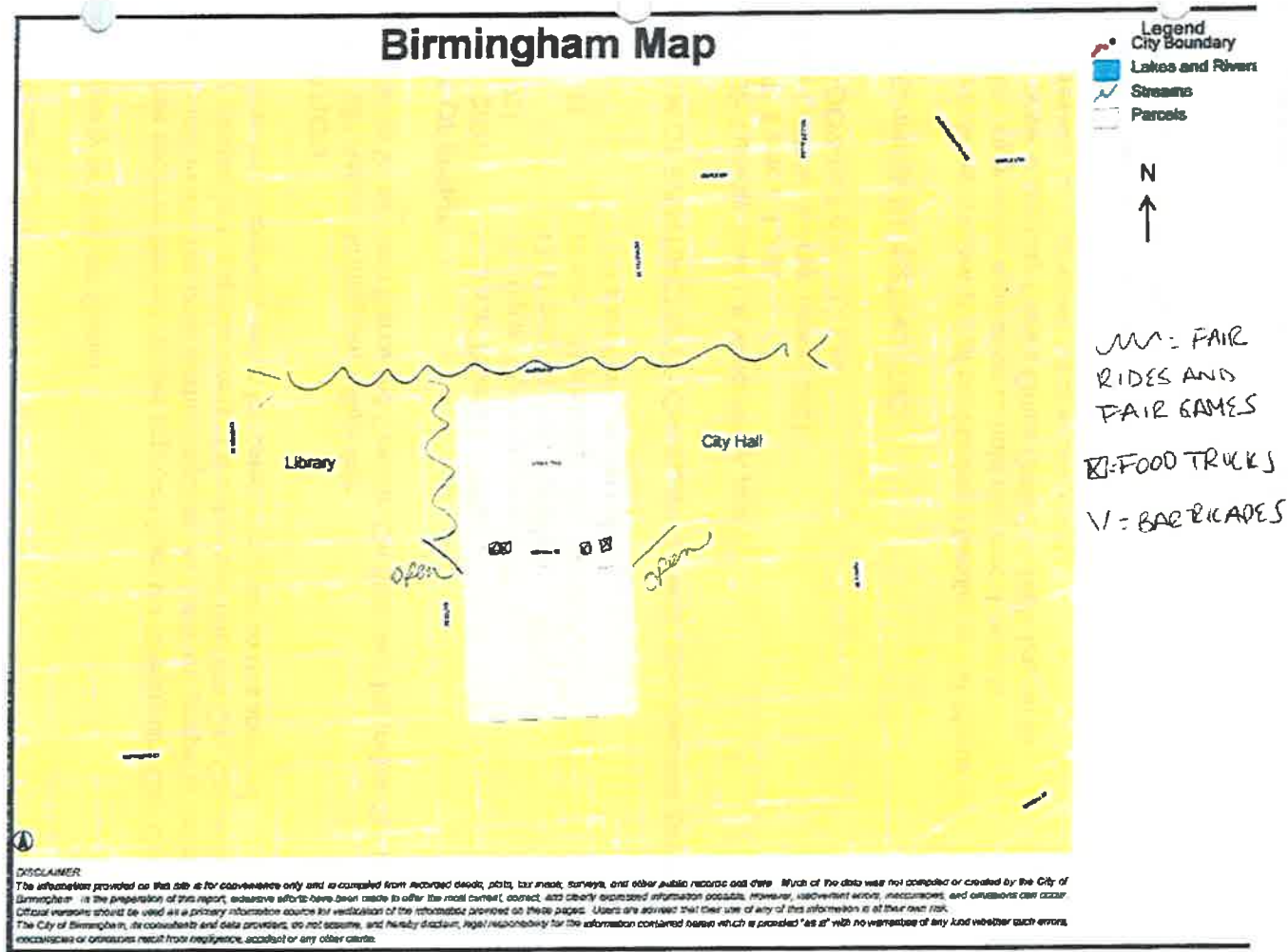
PHONE: (248) 430-7688

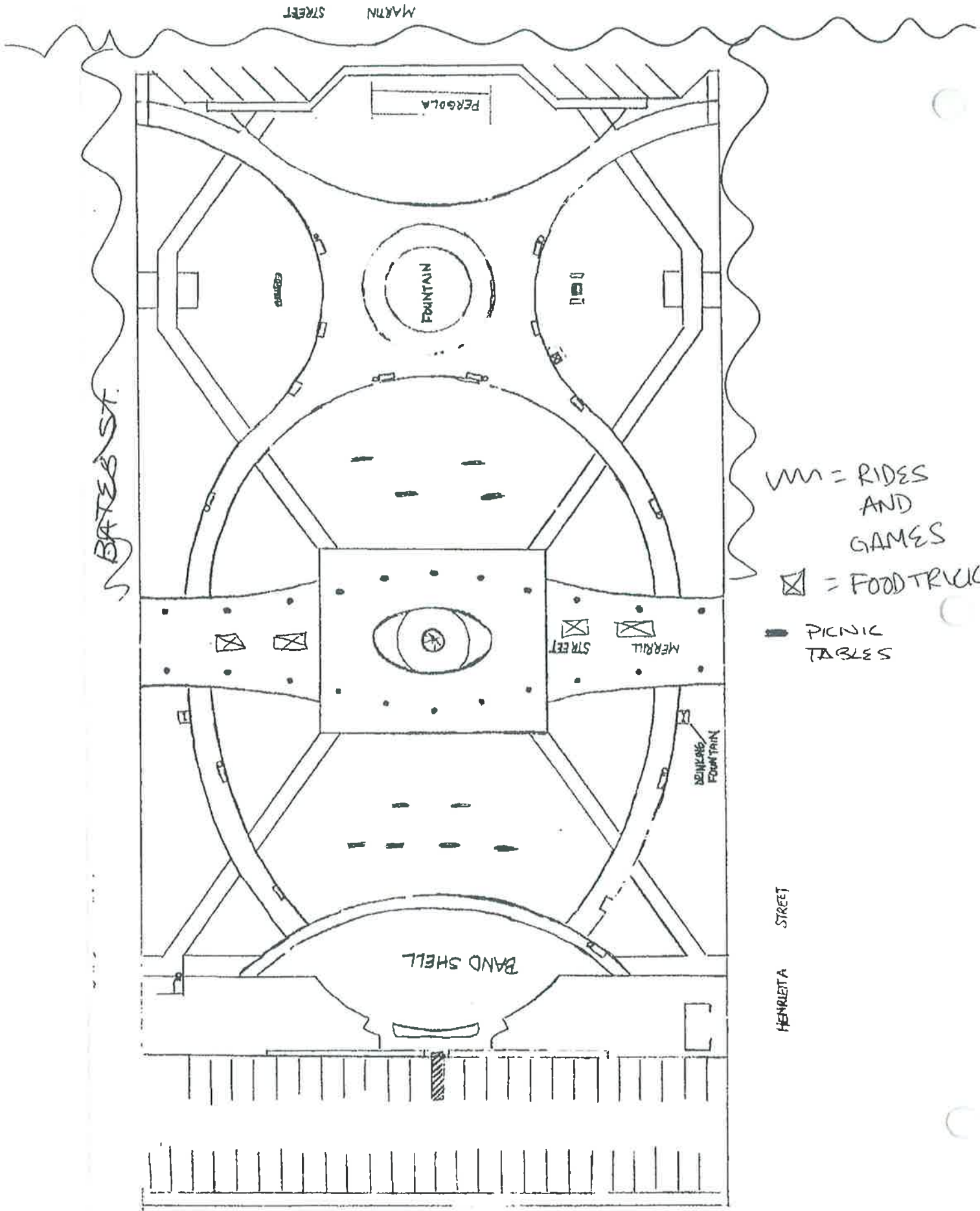
FOR QUESTIONS ON DAY OF EVENT, CONTACT:

Kelly Bennett

Birmingham Bloomfield Chamber

248-505-4149





BATES ST.

MARTIN STREET

W = RIDES AND GAMES
☒ = FOOD TRUCKS
▭ = PICNIC TABLES

HENRIETTA STREET



SAFELY REOPENING THE MIDWAY IN THE COVID-19 ERA

A COMMITMENT TO OUR FAIR AND FESTIVAL PARTNERS

North American Midway Entertainment (NAME) recognizes that resuming public gatherings in 2021 will require a reevaluation of cleaning and other protocols given the advent of the novel coronavirus. As you, our event partners, well know: **Safety has always been our number one priority.** This philosophy applies not only to the quality of our rides and inspections, but also to our commitment to minimizing the risk of transmission of the novel coronavirus as much as possible on our midway.

We are monitoring the markets where we have events scheduled for any changes in state by state guidelines with respect to the novel coronavirus. As states begin to ease restrictions on public gatherings, we are going to take time to review our operations and ensure we have necessary precautions in place to protect our guests and team members before we open our midway. We will not open an event until we can meet applicable local and state guidelines and your expectations.

In general, we anticipate that the midway this year will include some combination of the following:

- NAME staff self-screening and temperature checks prior to each shift
- Enhanced sanitizing and disinfecting, especially of high touch areas
- All Midway Rides will be sanitized between each ride
- Increased availability of hand sanitizing stations
- Facial coverings and glove use as recommended by the CDC
- Additional staff training and supervision on new protocols and best practices
- Physical distancing in queue lines and on rides
- All Midway Riders will be required to wear masks
- Implementation of no-touch admission and/or cashless payment, where possible
- Substantial signage through-out the event that asked guests to social distance from others not in their party a minimum of six feet.
- Provide a Media Liaison that will communicate our positive and progressive programs.
- NAME Pandemic Safety Program Administrator will oversee the all facets of the program and ensure that high level set standards are enforced.

We will work with each one of you to mutually determine the best approach to opening the midway at your event, given the individual space constraints and other relevant factors. In the meantime, we are already working to develop social distancing and other protocols to ensure that we will be able to deliver a safe experience for both our team members and our guests. A safe midway experience is our very highest priority.

In the fall of 2020 we attended the Mississippi State Fair in Jackson and the Greater Gulf State Fair in Mobile, Alabama. We entertained 310'000 fairgoers in Jackson and 74'000 persons in Mobile. Due to the strength and attention to our pandemic program we did not report a single case of Covid-19 within our 325+ employees.



At the conclusion of each of these fairs and the weeks and months that followed we found that the number of Covid cases reported in both cities were well below the entire state averages, which certainly suggests that our pandemic program was effective and these fairs were not super spreaders of the virus.

We look forward to working with you in the coming weeks and months to make 2021 a safe and successful year for all of us!

Danny Huston
President & CEO
North American Midway Entertainment



HOLD-HARMLESS AGREEMENT

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

Kelly Bennett

Applicant's signature

12/4/2020

Date



BIRMBLO-01

SHORNYAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2020

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

PRODUCER Emerson-Prew 30600 Telegraph Road Suite 3110 Bingham Farms, MI 48025	CONTACT NAME: Shari Hornyak	FAX (A/C, No):
	PHONE (A/C, No, Ext): (248) 203-1817	E-MAIL ADDRESS: shornyak@epi-ins.com
INSURED Birmingham Bloomfield Chamber of Commerce 725 S. Adams, Suite 130 Birmingham, MI 48009	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Mutual Insurance Company	NAIC # 15350
	INSURER B: Accident Fund Insurance Company of America	10166
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		A04349106	6/29/2020	6/29/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
							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
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			A04349106	6/29/2020	6/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB			A04349106	6/29/2020	6/29/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WCV8011508	6/29/2020	6/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Birmingham Including all Elected and Appointed Officials; All Employees & Volunteers; Board Members; Employees & Volunteers are Named as Additional Insured. This Coverage Shall be Primary and Non-Contributory.

Event: 58th Annual Birmingham Village Fair - June 2, 2021 Through June 6, 2021

CERTIFICATE HOLDER	CANCELLATION
City of Birmingham 151 Martin St. P. O. Box 3001 Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John M. Roberts</i>

DEPARTMENT APPROVALS

EVENT NAME: VILLAGE FAIR

LICENSE NUMBER #21-00011905

COMMISSION HEARING DATE: February 22, 2021

NOTE TO STAFF: Please submit approval by February 15, 2021.

DATE OF EVENT: 6/1-6/6/2021

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 Comments		\$0	
BUILDING 101-000.000.634.0005 248.530.1850	MJM		Permits required for generators	\$387.59	
FIRE 101-000.000-634.0004 248.530.1900	JMC	BS & A Application Template <ol style="list-style-type: none">1. No Smoking in any tents or canopy. Signs to be posted.2. All tents and Canopies must be flame resistant with certificate on site.3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents.4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.		\$4500	

- | | | | | | |
|--|--|--|--|--|--|
| | | <ol style="list-style-type: none">5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal.6. Pre-event site inspection required.7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.9. Cords, hoses, etc. shall be matted to prevent trip hazards.10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.12. A permit is required for Fire hydrant usage.13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.14. Provide protective barriers between hot surfaces and the public.15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher.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.			
POLICE 101-000.000-634.0003 248.530.1870	SG	Personnel and Barricades		\$3400	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 12/17/2020	Will provide: 1). No Dumpsters: The event coordinator is outsourcing the dumpsters. 2). 30 PSD boxes/Bags 3). 12 Picnic Tables 4). Delivery/Removal of barricades		\$2,300	
ENGINEERING 101-000.000-634.0002 248.530.1839	SZ	Traffic control plan for street obstructions. Detour required.	Obstruction Permit and ROW Permit	\$130	
SP+ PARKING	SG	Parking available in all structures		\$0	\$0
INSURANCE 248.530.1807	AH	APPROVED	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on 2/8/2021. Notification addresses on file in the Clerk's Office. Evidence of required insurance is filed with the Clerk's Office.	Applications for vendors license must be submitted no later than 5/18/2021.	\$165 pd	

				TOTAL DEPOSIT REQUIRED \$10,717.59	ACTUAL COST
--	--	--	--	---	------------------------

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 2/16/21

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



MEMORANDUM

City Clerk's Office

DATE: February 22, 2021

TO: Tom Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: 2020 Liquor License Review and
2021 Liquor License Renewal

INTRODUCTION:

Annually the City Commission is required by Chapter 10, Alcoholic Liquors, of the Birmingham Code of Ordinances to review the licenses of establishments which sell intoxicating liquor for consumption on the premises in the city and to consider the renewal of those licenses. As part of the review process investigations of each licensed establishment are conducted by the Building, Planning, Police, Fire and Finance Departments to determine whether the licensee is in compliance with all applicable city and state codes.

After reviewing the results of the annual investigation, the City Commission considers renewal of all existing licenses for consumption of intoxicating liquor on the premises in the city.

If the City Commission wishes to consider objecting to the renewal of any license, it must first hold a public hearing. Public hearings should be scheduled for March 22, 2021 to allow adequate time to forward objections to the Michigan Liquor Control Commission by their April 30, 2021 deadline.

BACKGROUND:

Attachment A is the investigative summary which is structured based on the statutory reasons for which the City Commission may object to the renewal of a liquor license pursuant to Chapter 10, Sec. 10-40 of the Code. Deficiencies from 2017, 2018 and 2019 are also listed to give the City Commission a historical perspective.

Sec. 10-40 of the Code states:

The City Commission may object to the renewal of a liquor license based on one or more of the following reasons:

- (1) Licensee's failure to comply with all applicable city and state laws concerning health, safety, moral conduct or public welfare.
- (2) Licensee's repeated violations of state liquor laws.
- (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including but not limited to any of the following:
 - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes;

- b. A pattern of patron conduct in the neighborhood of the licensed premises which is in violation of the law and/or disturbs the peace, order, and tranquility of the neighborhood;
 - c. Failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises;
 - d. Entertainment on the licensed premises without a permit and/or entertainment which disturbs the peace, order and tranquility in the neighborhood of the licensed premises;
 - e. Any advertising, promotion or activity in connection with the licensed premises which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activity of those in the neighborhood of the licensed premises;
 - f. Numerous police contacts with the licensed premises or the patrons of the premises;
 - g. Failure to adequately staff and control the premises; and
 - h. The conditions or practices of the business present immediate health and safety issues.
- (4) Licensee's failure to permit the inspection of the licensed premises by the city's agents or employees in connection with the enforcement of the City Code.
 - (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - (6) Licensee's failure to comply with all standards and plans established and approved by the city commission at the time of original approval or transfer of the license.
 - (7) Licensee's failure to timely pay its taxes or other monies due the city.

All licensed establishments have been notified the Commission will be considering renewal of their license at the February 22, 2021 meeting, and the notice included any violations reported during the 2020 investigation.

The latest 2020 inspection records were obtained from the Oakland County Health Division and the Department of Agriculture. A detailed review of these records did not reveal any outstanding critical violations at any of the establishments. Any minor violations were in the process of meeting compliance pending scheduled re-inspections.

For establishments in compliance with the requirements of Chapter 10 of the Birmingham Code of Ordinances the City Commission may approve the renewal of licenses at the February 22, 2021 Commission meeting.

LEGAL REVIEW:

The City Attorney has reviewed the suggested process and finds it in order.

FISCAL IMPACT:

In total, \$44,252.42 in taxes and water bills remains unpaid.

SUMMARY:

The City Commission may object to the renewal of Class B, Class C, and microbrewery liquor licenses held by establishments not in compliance with Sec. 10-40 of the Birmingham Code of Ordinances. To do so, a public hearing must first be held for each establishment not in compliance. Objections must be received by the Michigan Liquor Control Commission by April 30, 2021. Therefore, if public hearings are to be held the City Commission should schedule them for the March 22, 2021 Commission meeting.

The Class B, Class C, and microbrewery liquor licenses of establishments which are in compliance with the criteria of Sec. 10-40 of the Birmingham Code of Ordinances may be renewed for 2021 and a formal resolution to that effect should be made.

ATTACHMENTS:

1. Summary of the investigative findings categorized according to Chapter 10, Sec. 10-40 of the Code
2. Departmental reports detailing violations for 2020

SUGGESTED RESOLUTION(S)

1. To approve the renewal, for the 2021 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received.

OR

2. (Each of the following resolutions to be considered with separate motions.)
 - a. To set a public hearing for 7:30 PM on Monday, March 22, 2021, that will be held over zoom to consider whether to file an objection with the Michigan liquor Control commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of _____, _____, for the following reasons: _____;
Further, to direct the City Manager to notify the owners/operators of _____, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

AND

- b. To approve the renewal for the 2021 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received, except for the license(s) held by _____, for which a public hearing has been set.

2020

APPLICANT YEAR		License Type	Sec. 10-40 (2) Repeated Violations of State Liquor Laws	Sec. 10-40 (3)a Existing violations of regulatory codes (building, zoning, fire, et.al.)	Sec. 10-40 (3)c Failure to maintain grounds and exterior	Sec. 10-40 (3)f Numerous police contacts	Resulting violations	Sec. 10-40 (5) Failure to comply w/terms of license or conditions imposed by City (SLUP)	Sq. Ft.	Approved Indoor Seats Floor Bar	Actual Indoor Seats Floor Bar	Sec. 10-40 (7) Failure to timely pay monies due the City
220 Merrill Restaurant	2020					9		Required 5 ft. walking path not maintained, propane heaters being stored in rear of restaurant.				
	2019	Class C				8	5					
	2018			Outdoor propane storage. ISSUE RESOLVED		3		4				
	2017			Sidewalk sign w/o permit Unscreened propane tanks								Taxes
Adachi Restaurant Group LLC	2020					1	1					
	2019	Class C Bistro							1,072	65	10	55 10
	2018			2 A-frame sidewalk signs w/o permit ISSUE RESOLVED								
All Seasons Senior Living (Hospitality of Birmingham LLC)	2020											
	2019											
	2018											
	2017											
Bella Piatti	2020					1	1	Large propane storage container to the west of outdoor dining deck.				
	2019	Class C Bistro							2,212	65	10	63 10
	2018							Excess seating ISSUE RESOLVED				
	2017											
Big Rock Chop House/The Reserve	2020					1	2	Unpermitted sidewalk sign.				
	2019											
	2018					1	0					
	2017					1	0					
Birmingham Pub	2020							Unpermitted sidewalk sign.				
Birmingham Sushi Café, Inc	2020							Outdoor dining platform set up during offseason.				
	2019										64	10
	2018											
	2017											
Birmingham Theater	2020											
	2019											
	2018											
Bistro Joe's	2020		1			1	7					
	2019	Class C Bistro							n/a	65	10	71 12
	2018							Excess seating ISSUE RESOLVED				
	2017				Garbage storage on sidewalkfacing S. Worth							
Churchill's Bistro/Cigar Bar	2020					1						
	2019			2 signs on façade w/o permit					65	10	67	10
	2018											
	2017			Frame sign w/o permit		2	1					
Community House	2020					5						\$2,086.50
	2019											
	2018											
	2017											
Dick O'Dow's	2020					5		Unpermitted sidewalk sign				
	2019					3	0					
	2018					2	0					
	2017					2	0					
Elie's Mediterranean Café	2020											
	2019	Class C Bistro							65	10		
	2018											
	2017											
Emagine Palladium & IronWood Grill (CH Birmingham, LLC)	2020											
	2019											
	2018											
	2017			Sidewalk sign w/o permit								
Fleming's Prime Steakhouse	2020							Unpermitted sidewalk sign.				
	2019	Class C							65	10		
	2018			Sidewalk sign w/o permit ISSUE RESOLVED								
	2017											
Forest Grill 2, LLC	2020					5						
	2019	Class C Bistro							2,776	65	10	
	2018		1					Excess seating ISSUE RESOLVED				
	2017											
Griffin Claw Brewing Co.	2020					1						
	2019					1	0					
	2018											
	2017											
Hazel, Ravines & Downtown	2020	BID:234190				1	0					\$321.69
	2019											July 2019 taxes due;
	2018											delinquent water due

2020

APPLICANT YEAR		License Type	Sec. 10-40 (2) Repeated Violations of State Liquor Laws	Sec. 10-40 (3)a Existing violations of regulatory codes (building, zoning, fire, et.al.)	Sec. 10-40 (3)c Failure to maintain grounds and exterior	Sec. 10-40 (3)f Numerous police contacts	Resulting violations	Sec. 10-40 (5) Failure to comply w/terms of license or conditions imposed by City (SLUP)	Sq. Ft.	Approved Indoor Seats Floor	Bar	Actual Indoor Seats Floor	Bar	Sec. 10-40 (7) Failure to timely pay monies due the City
Hyde Park Steakhouse	2020 2019 2018 2017													
La Strada Cafe, LLC	2020 2019 2018 2017	Class C Bistro							2,900	65	10	58	8	
Lincoln Hills Golf Course	2020 2019 2018 2017													
Luxe Bar & Grill	2020 2019 2018 2017	Class C Bistro							n/a	65	10	62	8	
Mad Hatter Bistro (Tea Parlor, Inc) CLOSED	2020 2019 2018 2017	Class C				1 1	0 0		2,583	65	10	74	10	\$6,891.29 Taxes
Market North End	2020 2019 2018 2017	Development Bistro		Sidewalk sign w/o permit		7 2 3 9	 1 0 0							
Phoenicia	2020 2019 2018 2017						1							
Pernoi	2020 2019			Isinglass enclosure is lowered surrounding outdoor dining area (no tables or chairs present)			3	Outdoor patio set up with isinglass.						
Social Kitchen & Bar	2020 2019 2018 2017	Class C Bistro		Window signage exceeds 12 sq. ft. permitted		1				55	10	56	9	\$46.43
Salvatore Scallopini	2020	Development												
Springdale Golf Course	2020 2019 2018 2017													
Streetside Seafood	2020 2019 2018 2017	Quota				1	2							
Tallulah Wine Bar & Bistro	2020 2019 2018 2017	Class C Bistro	2				2		2,200	55	10	54	10	
THC Investors, LP (The Townsend Hotel - Rugby Grill)	2020 2019 2018 2017	Hotel Class B						Canvas sides added to existing canopy.						\$4,172.40
The Morrie	2020 2019	Class C				2								
Toast	2020 2019 2018 2017	Development Class C Bistro Class C				1				55 55	10 10	82 82	10 10	\$7,381.97
Townhouse	2020 2019 2018 2017	Class C Bistro				2 7	1 2							
Whole Foods Market Group, Inc. (Maple Road Taproom)	2020 2019 2018 2017		1		Chairs in the alley	12 1	0 1							



MEMORANDUM

Building Department

DATE: February 8, 2021

TO: Alexandria Bingham, City Clerk

FROM: Bruce R. Johnson, Building Official

SUBJECT: 2021 Liquor License Renewal Inspections

Building Department staff completed this year's inspections and reviews of the 36 establishments within the City licensed to serve liquor. In accordance with Section 10-37 of the City Code, the Department annually inspects each facility for compliance with the building codes and reviews the latest Health Department inspection records for any outstanding critical violations. The Building Department has determined each facility complies with applicable building and health codes and recommends approval of the 2021 licenses. The attached report and inspection histories show the establishments are in compliance.

Staff conducted initial inspections in January of this year to check for compliance with City regulations including building, electrical, mechanical, and plumbing codes. The manager on site was informed of deficiencies discovered during the inspection and advised that staff would return within a couple of weeks to verify that corrections had been made. Follow-up inspections verified each establishment is in compliance with the codes. In addition, staff obtained the latest inspection records from the Oakland County Health Division and/or the Department of Agriculture for each facility. A detailed review of these records did not reveal any outstanding critical violations at any of the establishments and any minor violations were in various stages of compliance pending scheduled re-inspections.

BUILDING DEPARTMENT

2021 LCC INSPECTION STATUS REPORT

FACILITY NAME	LOCATION	STATUS
TOAST ENTERPRISES, LLC	203 PIERCE ST	APPROVED
ALL SEASONS OF BIRMINGHAM	111 ELM ST	APPROVED
COMMUNITY HOUSE	380 S BATES ST	APPROVED
BISTRO JOE'S	34244 WOODWARD AVE	APPROVED
STREETSIDE RESTAURANT	273 PIERCE ST	APPROVED
BIRMINGHAM SUSHI CAFE INC	377 HAMILTON ROW	APPROVED
FOREST GRILL	735 FOREST AVE STE 100	APPROVED
TOWNSEND HOTEL	100 TOWNSEND ST	APPROVED
FLEMINGS PRIME STEAKHOUSE	323 N OLD WOODWARD AVE	APPROVED
MARKET	474 N OLD WOODWARD AVE	APPROVED
HYDE PARK STEAKHOUSE	201 S OLD WOODWARD AVE	APPROVED
CHURCHILL'S	116 S OLD WOODWARD AVE	APPROVED
BIRMINGHAM THEATER LLC	211 S OLD WOODWARD AVE	APPROVED
SIDECAR SLIDER BAR	117 WILLITS ST	APPROVED
LINCOLN HILLS GOLF COURSE	2666 W 14 MILE RD	APPROVED
LASTRADA-CAFE	243 E MERRILL ST	APPROVED
GRIFFIN CLAW BREWERY	575 S ETON ST	APPROVED
SPRINGDALE GOLF COURSE	316 STRATHMORE RD	APPROVED
HAZEL RAVINES & DOWNTOWN	34977 WOODWARD AVE	APPROVED
PERNOI	310 E MAPLE RD	APPROVED
BIG ROCK CHOP HOUSE	245 S ETON ST	APPROVED
PHOENICIA RESTAURANT	588 S OLD WOODWARD AVE	APPROVED
THE MORRIE	260 N OLD WOODWARD AVE	APPROVED
SOCIAL KITCHEN	225 E MAPLE RD	APPROVED
EMAGINE	209 HAMILTON ROW	APPROVED
DICK O DOWS	160 W MAPLE RD	APPROVED
SALVATORE SCALLOPINI RESTAURAN	505 N OLD WOODWARD AVE	APPROVED
LUXE BAR & GRILL	525 N OLD WOODWARD AVE	APPROVED
WHOLE FOODS	2100 E MAPLE RD	APPROVED
ELIE'S MEDITERREAN GRILL	263 PIERCE ST	APPROVED
220 RESTAURANT HOSPITALITY LLC	220 E MERRILL ST	APPROVED
ADACHI RESTAURANT GROUP LLC	325 S OLD WOODWARD AVE STE	APPROVED
BELLA PIATTI LLC	167 TOWNSEND ST	APPROVED

BUILDING DEPARTMENT

2021 LCC INSPECTION STATUS REPORT

FACILITY NAME	LOCATION	STATUS
TOWNHOUSE KITCHEN & BAR LLC	184 PIERCE ST	APPROVED
SUIT BAR CLOTHIER	155 S BATES ST FL 1	APPROVED
MAD HATTER	185 N OLD WOODWARD AVE	CLOSED

InspectionGroup.GroupType = LCC ANNUAL AND
InspectionGroup.DateStarted Between 12/1/2020 12:00:00 AM AND
1/30/2021 11:59:59 PM



MEMORANDUM

Planning Division

DATE: January 20th, 2021

TO: Alexandria Bingham, City Clerk

FROM: Nicholas Dupuis, City Planner

SUBJECT: 2021 Liquor License Renewal Inspections – Planning Division

Please be advised that the Planning Division has completed the inspections for the annual renewal of liquor licenses across the City. These inspections serve as a means to ensure that all license holders in the City are in compliance with their Special Land Use Permits and have kept a well-maintained building and general site in accordance with the approved plans on file with the Planning Division. The following observations were made:

- Bella Piatti – Large propane storage container to the west of outdoor dining deck
- Rugby Grille (Townsend Hotel) – Canvas sides added to existing canopy
- 220 Restaurant – Required 5 ft. walking path not maintained
 - Currently working with restaurant to resolve issue.
- Pernoi – Outdoor patio set up with isinglass
- Birmingham Sushi – Outdoor dining platform set up during offseason (no COVID outdoor dining season extension approved or applied for)
- Shift/Sidecar/Slice – Unpermitted sidewalk sign
- Dick O' Dows – Unpermitted sidewalk sign
- Birmingham Pub – Unpermitted sidewalk sign
- Bick Rock Chophouse – Unpermitted sidewalk signs



MEMORANDUM

Police Department

DATE: January 13th, 2020
TO: Tom Markus, City Manager
FROM: Chris Busen, Investigative Commander
REFERENCE: 2020 Annual Class B/C Liquor License Report

Liquor license inspections were conducted at the following Class B/C liquor license establishments/brew pubs in 2020:

1. 220 Merrill
2. Adachi Restaurant
3. All Seasons Senior Living
4. Bella Piatti
5. Big Rock Chop & Brew House/The Reserve
6. Birmingham Sushi Café
7. Birmingham Teatro (Birmingham 8 Theater)
8. Bistro Joe's
9. Churchill's Bistro
10. Community House
11. Dick O'Dow's
12. Ellie's Mediterranean Grill & Bar
13. Emagine
14. Fleming's Prime Steakhouse & Wine Bar
15. Forest Grill
16. Griffin Claw Brewery
17. Hazel and Ravines
18. Hyde Park Steakhouse
19. La Strada Cafe
20. Luxe Bar & Grill
21. Mad Hatter
22. Maple Road Tap Room (Whole Foods)
23. Market North End
24. Pernoi
25. Phoenecia
26. Rojo Mexican Bistro

27. Salvatore Scallopini
28. Social Kitchen and Bar
29. Streetside Seafood
30. Tallulah Wine Bar & Bistro
31. Toast
32. Townhouse
33. Townsend Hotel/The Corner Bar
34. Vinoteca
35. Lincoln Hills Golf Course-City of Birmingham
36. Springdale Golf Course-City of Birmingham

All of the above listed establishments were license compliant according to the standards set by the Michigan Liquor Control Commission (MLCC).

2020 Liquor Law Violations Class B/C

The Birmingham Police Department did not conduct any liquor decoy operations in 2020 on Class B/C licensed establishments due to the Covid-19 pandemic.

2020 Liquor Law Violations Specially Designated Merchant (SDM)

The Birmingham Police Department did not conduct any liquor decoy operations in 2020 on SDM licensed establishments due to the Covid-19 pandemic.

2020 Police Contacts

All Class B/C establishments/ brew pubs were checked for assaultive behavior/disorderly conduct related police contacts. The following list details the police related contacts:

- 1) 220 (220 E Merrill)
 - a) January 24th, 2020: Uber called for an intoxicated customer.
 - b) February 7th, 2020: Intoxicated customer removed from the bar by security.
 - c) March 19th, 2020: Intoxicated customer was asked to leave the bar.
 - d) June 8th, 2020: Noise complaint, unfounded.
 - e) June 8th, 2020: Verbal argument amongst intoxicated subjects broken up. No further action taken.
 - f) June 19th, 2020: Intoxicated customer arrested and issued a citation for disorderly conduct.
 - g) June 21st, 2020: Report of 12 to 15 customers fighting in front of this location. The subjects were uncooperative with police and officers stood by until the crowd dispersed.
 - h) June 25th, 2020: Report of a fight and man with a gun inside the bar. Upon arrival, officers were unable to locate any suspects or victims. Two servers confirmed there was a fight.

- i) July 30th, 2020: Report of underage sex trafficking. Report investigated and was unfounded.
- 2) Adachi (325 S Old Woodward)
 - a) January 18th, 2020: Customer trouble, trespass warning given.
- 3) Bella Piatti (167 Townsend)
 - a) December 15th, 2020: Customer trouble, subject asked to leave.
- 4) Big Rock (245 S Eton)
 - a) March 14th 2020: Noise complaint, music turned down.
- 5) Bistro Joe's (34244 Woodward)
 - a) September 30th 2020: Verbal altercation, subjects gone upon officer's arrival.
- 6) Churchill's Bistro (116 S Old Woodward)
 - a) March 13th 2020: Disorderly customers asked to leave.
- 7) Community House (380 S Bates)
 - a) June 27th 2020: Noise complaint, music turned down.
 - b) August 16th, 2020: Noise complaint, music turned down.
 - c) August 16th, 2020: Noise complaint, music turned down.
 - d) August 22nd, 2020: Noise complaint, music turned down.
 - e) September 5th, 2020: Noise complaint, music turned down.
- 8) Dick o'Dows
 - a) January 19th, 2020. Subject using drugs in the bathroom. Officers checked the area and the subject was gone.
 - b) June 26th, 2020. Disorderly customer asked to leave the bar.
 - c) July 24th, 2020: Intoxicated subject asked to leave the bar and was given a trespass warning.
 - d) July 24th 2020: Report of multiple subjects fighting in the alley. The subjects were gone upon the officer's arrival.
 - e) August 1st 2020: Customer trouble call, officers issued a citation for urinating in public.

9) Forest Grill (735 Forest Ave)

- a) September 13th, 2020: Noise complaint, music turned down.
- b) September 16th, 2020: Noise complaint, music turned down.
- c) September 17th, 2020: Noise complaint, music turned down.
- d) September 19th, 2020: Noise complaint, outdoor music turned off.
- e) October 10th 2020: Noise complaint, music turned down.

10) Griffin Claw (575 E Eton)

- a) September 14th, 2020: Noise complaint, music turned down.

11) Market North (474 N Old Woodward)

- a) January 10th, 2020: Intoxicated customer arrested for disorderly person.
- b) January 16th, 2020: Disorderly customer was given a trespass warning.
- c) July 11th, 2020: Disorderly customer was given a trespass warning.
- d) July 19th 2020: Report of underage drinking, unfounded.
- e) September 24th, 2020: Noise complaint, truck unloading.
- f) November 7th, 2020: Disorderly customer was given a trespass warning.
- g) November 11th 2020: Intoxicated customer picked up by his wife.

12) Sidecar (280 E Merrill)

- a) March 13th, 2020: Intoxicated customer arrested for disorderly person.

13) Social (225 E Maple)

- a) June 8th, 2020: Warrant issued for a disorderly customer.

14) Toast (203 Pierce)

- a) October 19th, 2020: Noise complaint, music turned off.

15)Townhouse (180 Pierce)

- a) August 5th, 2020: Noise complaint, unfounded.
- b) August 7th, 2020: Underage drinking, citation issued.

16) The Morrie (260 N Old Woodward)

- a) August 30th, 2020: Customer trouble, Uber called for customer.
- b) September 12th, 2020: Customer trouble, subject asked to leave for the night.

Covid -19 Response Summary

There were over 788 self-initiated officer bar and restaurant checks over the course of 2020. The vast majority checked were found to be compliant with no issues observed.

The following restaurants/bars were found to be in violation of the Governor's Covid-19 Executive Orders. The following violations were forwarded to the Oakland County Prosecutor's Office, the Michigan Attorney General, and the Oakland County Health Department.

1) Adachi (325 S Old Woodward)

- a) December 5th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.

2) Bella Piatti (167 Townsend)

- a) December 19th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.

3) Big Rock (245 S Eton)

- a) November 20th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- b) December 18th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.

4) Bistro Joe's (34244 Woodward)

- a) November 19th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- b) November 20th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- c) November 27th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- d) December 10th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- e) December 12th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- f) December 13th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- g) December 18th 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.

5) Pernoi (310 E Maple)

- a) December 11th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- b) December 12th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- c) December 18th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.

6) Phoenicia (588 S Old Woodward)

- a) December 18th, 2020: Violation of Executive Order (Covid-19) for Inside Dining.

7) Tallulah (155 S Bates)

- a) August 2nd, 2020: Violation of Executive Order (Covid-19) for mask wearing.

- b) December 12th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.
- 8) Townhouse (180 Pierce)
 - a) November 25th, 2020: Violation of Executive Order (Covid-19) for Outdoor Dining.

2021 LIQUOR LICENSE REVIEW

APPLICANT	Parcel #	July 2020 Tax Due	2020 Invoice Sidewalk	Delinquent Special Assessments	Prior Year Delinquent Personal Property	Water Account Number	Delinquent Water Due	Total Due	Comments
220 Merrill Restaurant	19-36-202-017					00023-59924			
	99-00-015-113					00237-22056			
Adachi Restaurant Group LLC	99-00-019-073								
All Seasons	19-36-227-029					09901-10370			
	99-00-014-135					09902-10371			
Bella Platti	99-00-012-120								
Big Rock Chop & Brew House	20-31-207-001					09063-30518			
	99-01-850-107					09069-34414			
Birmingham Sushi	99-00-010-087					32745-34042			
Birmingham Theater	99-01-960-507								
Bistro Joe's	99-00-002-103					19469-24354			
	19-36-283-025								
Churchill's Bistro	99-01-009-140					35143-25682			
Community House	19-36-132-007		\$2,086.50			00190-78528		\$2,086.50	
						01909-22470			
Dick O'Dow's	99-01-960-288					06549-23140			
						06551-23142			
Elle's Mediterranean Café	99-01-930-115					00022-19864			
Emagine Palladium	99-00-016-081								
Flemings	99-00-008-040								
Forest Grill 2 LLC	99-00-009-074								
Griffin Claw Brewery	99-00-014-048					29898-19115			
	20-31-203-036					29899-19116			
Hazel Ravines Downtown	99-00-019-061	\$321.69				34487-34546		\$321.69	
Hyde Park Steakhouse	99-00-013-091					07725-23506			
						32231-25766			
La Strada Caffè LLC	99-00-016-108								
Luxe Bar & Grill	99-00-011-030								
Mad Hatter	99-00-015-066	\$6,891.29						\$6,891.29	
Market North End	99-00-014-056					07106-23265			
Morrie, The	99-00-020-060								
Pernoi	99-00-020-032								
Phoenecia	99-01-010-170					00785-22218			
Rojo	99-00-014-118	\$4,931.54			\$7,306.15	34097-25270	\$20,114.92	\$32,352.61	
Sidecar	99-00-017-071	\$1,094.68			\$1,505.65			\$2,600.33	
Salvatore Scallopini	99-01-850-267					06433-23066			
Social Kitchen & Bar	99-00-013-079	\$46.43						\$46.43	
Streetside Seafood	99-01-006-540					00223-22048			
Tallulah Wine Bar & Bistro	99-00-011-051					02017-22504			
Toast	99-00-009-013					21549-22036			
Townhouse	99-00-012-092					01128-08396			
Townsend Hotel	19-36-134-006		\$4,172.40			00169-25030		\$4,172.40	
	99-01-870-185					00171-22012			
Triple Nickel	99-00-015-111					17536-24761			
Vinoteca	99-00-019-099					34089-25378			
Whole Foods Market	99-00-018-001					10715-19104			
	20-31-202-001					10721-24202			



Alex Bingham <abingham@bhamgov.org>

Future use of zoom or similar in meetings

6 messages

Ahjunkah <ahjunkah@gmail.com>

Thu, Feb 11, 2021 at 8:53 PM

To: Pierre Boutros <pboutros@bhamgov.org>, Clinton Baller <cballer@bhamgov.org>, Brad Host <bhost@bhamgov.org>, Longe Therese <tlonge@bhamgov.org>, Stuart Sherman <ssherman@bhamgov.org>, Racky Hoff <rhoff@bhamgov.org>, Mark Nickita <mnickita@bhamgov.org>, Markus Tom <tmarkus@bhamgov.org>, abingham@bhamgov.org

Hello all, a question about the use of interactive media in the future, after the really interesting discussion this week on "Bang the Table" and their software. I did mention it, but with hindsight it was very obliquely, so as it seems to be of interest I would like to ask more clearly:

Is there a way, or can we petition the state for a means to continue to have all City meetings use interactive means for attendance, such as Zoom that we use today?

When we come back to in person and the restrictions are lifted it would be really helpful for a significant number of the community to be able to still use this medium to attend and interact with all of you in the future. It is sometimes not so easy to be physically present, or as we all know, sometimes wait for hours before a certain topic comes up on the agenda and it is, honestly speaking, somewhat of an excluding system to some members of the community. Be it older, less mobile, lacking transport, or unable to get childcare etc to come (one of my interviews for the Multi Modal board I had to get a babysitter to permit me to come in person as my wife was working).

To have this available as a parallel path would be very community and communication friendly, so that we can really maintain the best possible opportunity for everyone to be a part of the process of government.

This may already be in planning, but if not please can we bring this up in an upcoming meeting as a discussion point to see how we can allow this within the city charter, or if it requires a state legislature level approach. In which case we should re-engage some of our regular speakers such as Senator Mallory McMorrow to advocate on our, and other constituent cities, behalf.

Thanks for the time and I do hope we can do something here as it seems to have proven it's worth as a communication medium for reaching more people than we were previously able to actively engage in any given meeting.

Andrew Haig

Ethermail

Tom Markus <tmarkus@bhamgov.org>

Fri, Feb 12, 2021 at 6:28 AM

To: Alex Bingham <abingham@bhamgov.org>, Mary Kucharek <Mkucharek@bhlaw.us.com>
Cc: Eric Brunk <ebrunk@bhamgov.org>

Alex: Please add to next agenda under communications. Both of you should start thinking about how this would work, cost, and overall plus/minus of this proposition. It seems that it would also be of value for our consultants, staff presentations when staff is out of town, etc. Tom

Sent from my iPhone

Begin forwarded message:

From: Ahjunkah <ahjunkah@gmail.com>

Date: February 11, 2021 at 8:53:16 PM EST

To: Pierre Boutros <pboutros@bhamgov.org>, Clinton Baller <cballer@bhamgov.org>, Brad Host <bhost@bhamgov.org>, Longe Therese <tlonge@bhamgov.org>, Stuart Sherman <ssherman@bhamgov.org>, Racky Hoff <rhoff@bhamgov.org>, Mark Nickita <mnickita@bhamgov.org>, Markus Tom <tmarkus@bhamgov.org>, abingham@bhamgov.org

Subject: Future use of zoom or similar in meetings

Hello all, a question about the use of interactive media in the future, after the really interesting discussion this week on "Bang the Table" and their software. I did mention it, but with hindsight it was very obliquely, so as it seems to be of interest I would like to ask more clearly:

[Quoted text hidden]

Mary Kucharek <Mkucharek@bhlaw.us.com>

Fri, Feb 12, 2021 at 7:03 AM

To: Tom Markus <tmarkus@bhamgov.org>

Cc: Alex Bingham <abingham@bhamgov.org>, Eric Brunk <ebrunk@bhamgov.org>

The answer is quite simple. It is yes and we need nothing from the legislature. I will detail more once in the office. And will send a memo.

Sent from my iPhone

On Feb 12, 2021, at 6:29 AM, Tom Markus <tmarkus@bhamgov.org> wrote:

Alex: Please add to next agenda under communications. Both of you should start thinking about how this would work, cost, and overall plus/minus of this proposition. It seems that it would also be of value for our consultants, staff presentations when staff is out of town, etc. Tom

[Quoted text hidden]

Tom Markus <tmarkus@bhamgov.org>

Fri, Feb 12, 2021 at 7:19 AM

To: Mary Kucharek <mkucharek@bhlaw.us.com>

Cc: Alex Bingham <abingham@bhamgov.org>, Eric Brunk <ebrunk@bhamgov.org>

Thanks

Sent from my iPhone

On Feb 12, 2021, at 7:03 AM, Mary Kucharek <mkucharek@bhlaw.us.com> wrote:

The answer is quite simple. It is yes and we need nothing from the legislature. I will detail more once in the office. And will send a memo.

[Quoted text hidden]

Eric Brunk <ebrunk@bhamgov.org>

Fri, Feb 12, 2021 at 7:48 AM

To: Tom Markus <tmarkus@bhamgov.org>

Cc: Alex Bingham <abingham@bhamgov.org>, Mary Kucharek <mkucharek@bhlaw.us.com>

The IT department is already looking at the possibility of a hybrid meeting and how to handle the technical part of it.

[Quoted text hidden]

Mary Kucharek <Mkucharek@bhlaw.us.com>

Fri, Feb 12, 2021 at 10:09 AM

To: Eric Brunk <ebrunk@bhamgov.org>, Tom Markus <tmarkus@bhamgov.org>

Cc: Alex Bingham <abingham@bhamgov.org>

My memo will be to you shortly and that's exactly what I have in mind too.

[Quoted text hidden]

February 12, 2021

Via Email

Mr. Thomas M. Markus, City Manager
City of Birmingham
151 Martin Street, P.O. Box 3001
Birmingham, MI 48012-3001

Re: Public Involvement Through Zoom at Commission Meetings

Dear Mr. Markus:

I have reviewed the letter from Andrew Haig discussing the ability to use Zoom for members of the community that may find it convenient to be more involved with its government, if it is able to continue to use multi-media like Zoom in order to be active at Commission meetings. Mr. Haig questions whether we can do this within the City Charter or if it requires state legislative approach.

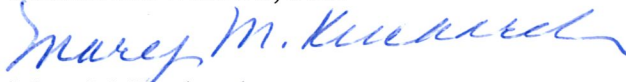
I thought it would be helpful to review the requirements of the Open Meetings Act. Under the Open Meetings Act, it applies to all meetings of a public body which is "any state or local legislative or governing body, including a board, commission, committee, subcommittee, authority or council....." The public requirements for a meeting is there is a notice within ten (10) days of the regular meeting and the public body is present in person, notwithstanding COVID and its regulations, so that all decisions and deliberations of the public body is done in the public meeting, which is open to the public. The Open Meetings Act and the requirements and onuses only fall on the public body itself, not to the public in attendance. The requirement is that each member of the public body, and in this case, the Commission, must be present in person (again this is not during the special arrangements due to COVID). The law is not on the public itself. If the City of Birmingham wanted to keep the multi-media, such as Zoom, available for the community to communicate with the Commission, I see no issue with that. The Commission, however, will have to be in person and they must not use electronic communication to satisfy the Open Meetings Act.

In conclusion, there is no problem with the City Charter, and it does not require state legislative approach to allow members of the community to communicate with its government through Zoom or the telephone. It just cannot go the other way. It cannot go from the legislative body to the public using electronic communication.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BEIER HOWLETT, P.C.



Mary M. Kucharek

MMK/jc



MEMORANDUM

Building Department

DATE: February 11, 2021

TO: Thomas M. Markus, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: BZA Meeting Results

Six cases were presented at the February 9, 2021 meeting of the Board of Zoning Appeals. The following is brief summary of each case including the result.

ADDRESS	REQUEST	RESULT
1208 Bird	Variance from the minimum distance between principal structures to construct a new house.	Approved 7/0.
646 Chapin	Variance from the minimum distance between principal structures to construct a new house.	Approved 6/1.
1021 Pleasant	Variance from the maximum size of a detached accessory structure to construct an addition to an existing detached building.	Denied 7/0.
1264 Bird	Variance from the minimum distance between principal structures to construct a new house.	Approved 7/0.
2282 W. Lincoln	Variance from the minimum total required side yard setbacks to construct an addition to an existing nonconforming home.	Motion to approve failed 3/4. Variance denied.
798 N. Old Woodward	Use variance to allow the sale of alcoholic beverages for off-premises consumption in an O2 zoned district (five affirmative votes required for a use variance).	Motion to approve failed 4/3. Variance denied.

Note: See attached staff report regarding 798 N. Old Woodward.



MEMORANDUM

Building Department

DATE: February 11, 2021

TO: Thomas M. Markus, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: Birmingham Wine

Birmingham Wine is currently occupying the rear tenant space at 798 N. Old Woodward that is in an O2 Zoning District that does not allow the sale of alcoholic beverages for off premises consumption. Prior to moving to this location in 2019, they were located a few blocks south at 588 N. Old Woodward that is also in the O2 Zoning District. They attempted to secure a use variance from the Board of Zoning Appeals at last Tuesday's meeting, but the BZA denied the request. The following paragraphs provide a brief synopsis of the situation.

Birmingham Wine obtained a permit to occupy the space at 588 N. Old Woodward in 2014. It appears that staff approved the use at that time as a retail classification rather than correctly classifying it as alcoholic beverage sales for off-premise consumption.

The business moved to 798 N. Old Woodward in early September of 2019 without first obtaining an occupancy permit or merchant license for the new location. However, they did apply for administrative approval and a sign permit for a new sign. The approval was granted and the sign permit was issued.

The use classification error came to my attention in September of 2020 when a separate business seeking a similar use variance for the O2 District in another part of the City questioned why Birmingham Wine was permitted to sell alcoholic beverages for off-premise consumption. A violation notice was sent to Birmingham Wine for lack of an occupancy permit and the non-permitted use.

During discussions in October 2020 with the City Manager (Joe Valentine) and the City Attorney, it was decided that in consideration of the approvals Birmingham Wine had received the Occupancy Permit should be issued with the stipulation that the business owner and property owner actively seek a use variance. That permit was issued on December 3, 2020.

As mentioned above the use variance was denied by the BZA. The attorney representing Birmingham Wine and the property owner contacted the City Attorney and advised that his client's likely course of action will be to appeal to the Circuit Court once the February BZA meeting minutes are approved in March. I will keep you informed.



MEMORANDUM

Police Department

DATE: February 12, 2021

TO: Thomas M. Markus, City Manager

FROM: Scott Grewe, Operations Commander
Mark H. Clemence, Chief of Police

SUBJECT: SP+ Management Agreement Update

In 2019, the City went out to bid for the parking management services operator. SP+ was the operator selected and approved by the Commission at the July 8th, 2019 meeting. This memo is to serve as an update to some items within the management agreement between the City and SP+.

Budget & Operating Expenses

Attached for review is the Parking Structures-Combined Income Statement. This statement includes last fiscal year (2019-2020) and this current year to date (2020-2021). Revenues on this statement include all fees charged for off-street parking in any of the parking structures. It also includes permits that are sold for parking at meters, such as in lot #6 located at Old Woodward and Harmon.

Expenses listed on this statement include all the fees that are listed in the approved management agreement. The management agreement is attached for review, which includes coverage of expenses (pg. 2 - Sec 4b). The management fee (pg. 4 - Sec. 6) is \$46,500. This fee is divided in half as 50% is paid monthly as a fixed management fee of \$1,937.50. The remaining 50% is an incentive management fee of up to \$1,947.50 a month and is based on Key Performance Indicators (KPI) that are completed quarterly.

Recently, SP+ submitted their completed KPI evaluation and received a 100% rating giving them the maximum fee for the previous quarter. Staff reviewed this process with SP+ and were informed by SP+ that former Asst. City Manager Gunter had advised them to complete these KPI's without her input, to always give themselves 100% and if there were issues of concern she would address them with SP+ directly. Staff advised SP+ that moving forward, all KPI's will require staff review and approval before being submitted.

Under expenses, most items are self-explanatory, however further clarification may help understand two expense categories. SP+ advised "Professional Services" is the associated accounting cost for all structures. Additionally, "Parking Tags and Tickets", is the cost of the actual printing of permit tags and tickets used with the controlled access to the structures and on-street permit parking. While parking has been free, permits have been renewed or purchased with the program that was instituted to update the permit wait list.

SP+ Purchase of Truck, Trailer and Hot Water Power Washer

As part of the management agreement, SP+ agreed to purchase this equipment, at their cost, for use in City structures. While SP+ will be responsible for the maintenance and repair of the equipment, these costs are identified as reimbursable operating expenses (pg. 7 - Sec. 14.).

Attached is a letter dated September 22, 2020 from SP+ to former City Manager Valentine. This letter was prepared as an update due to the resignation of Ms. Gunter. In this letter, SP+ advises that they and Mr. Valentine decided to delay the purchase of this equipment due to the pandemic. In early January, staff questioned SP+ as to the status of this equipment. SP+ stated that due to reduced staffing, per the City's request due to reduced revenue, there was no personnel to operate this equipment. However, SP+ advised they plan to move forward with purchasing the truck, trailer and power washer this spring.

Amenity Bays

The report submitted to the Commission at the July 8, 2019 meeting regarding the renewal of the contract for SP+ mentioned the installation of Amenity Bays. The proposal from SP+ suggested the installation of these bays, however it did not state they would be purchasing them like the equipment previously mentioned.

During the January meeting with SP+, the status of the Amenity Bays was discussed. SP+ advised they submitted quotes to former Asst. City Manager Gunter in July of 2020. SP+ advised staff that they never received a response. Staff has asked SP+ to renew the quotes since they were more than six months old so this item can be taken to the Advisory Parking Committee for consideration.

Maintenance

The management agreement states that SP+ is responsible for regular maintenance of parking equipment and premises (pg. 2 – Sec. 3d) and that all costs associated with maintenance is the responsibility of the City (pg. 3 – Sec. 4d).

In the attached letter from SP+ to former City Manager Valentine, SP+ identified that monthly walkthroughs of the structures were ongoing. However, when staff participated in the first walkthrough since the resignation of Ms. Gunter and asked to see the previous months walkthrough report we were advised they have not been conducted for several months. Staff directed SP+ to ensure walkthroughs continue as initially scheduled and record keeping steps are taken to ensure progress from past to previous reports. Staff has participated in multiple walkthroughs with SP+ and numerous minor maintenance repairs have been completed as a result.

Summary

Since being assigned management of the parking structures, SP+ has been responsive to all requests from staff. During numerous meetings, SP+ expressed frustration over previous operations and requests while working with the former Asst. City Manager. Staff is beginning to review future improvements at the structures while awaiting the final structural assessment report from WJE. Once this report is received, a plan will be created to address the structural needs as well as amenity upgrades, lighting, access control and wayfinding improvements.

City of Birmingham Parking Structures-Combined Income Statement Fiscal Year Comparison

Fiscal 19-20

REVENUES	Month Ended 31-Jul-19	Month Ended 30-Sep-19	Month Ended 01-Oct-19	Month Ended 30-Nov-19	Month Ending 31-Dec-19	Month Ended 31-Jan-20	Month Ended 29-Feb-20	Month Ended 31-Mar-20	Month Ending 30-Apr-20	Month Ended 31-May-20	Month Ended 30-Jun-20	Total Fiscal 19-20
Revenues - Monthly parking	\$ 178,768.00	\$ 215,468.00	\$ 221,342.00	\$ 199,978.00	\$ 278,261.00	\$ 167,439.00	\$ 227,533.50	\$ 221,582.37	\$ 65,062.00	\$ 46,618.00	\$ 2,870.00	\$ 2,033,252.87
Revenues - Cash Parking	\$ 285,059.60	\$ 258,976.00	\$ 236,142.00	\$ 244,896.00	\$ 227,690.00	\$ 207,602.01	\$ 176,084.01	\$ 114,447.99	\$ 1,530.00	\$ -	\$ -	\$ 2,014,426.62
Revenues - Card Fees	\$ 45.00	\$ 165.00	\$ 60.00	\$ 120.00	\$ 1,125.00	\$ 420.00	\$ 577.50	\$ 165.00	\$ 15.00	\$ -	\$ -	\$ 2,767.50
Revenue - Lot #6	\$ 5,110.00	\$ 39,673.00	\$ 45,795.00	\$ 940.00	\$ 18,870.00	\$ 65,535.00	\$ 11,930.00	\$ 58,620.00	\$ -	\$ -	\$ 200.00	\$ 246,258.00
Total Income	\$ 469,002.60	\$ 514,280.00	\$ 494,312.00	\$ 482,348.20	\$ 483,866.00	\$ 570,611.00	\$ 416,125.01	\$ 393,015.36	\$ 66,613.00	\$ 46,618.00	\$ 3,070.00	\$ 4,296,705.29

EXPENSES

Salaries and Wages	\$ 63,580.19	\$ 64,320.33	\$ 63,268.91	\$ 70,756.03	\$ 85,113.49	\$ 59,767.11	\$ 60,238.37	\$ 65,742.69	\$ 82,610.76	\$ 12,504.63	\$ 8,011.27	\$ 647,544.50
Payroll Taxes	\$ 5,998.48	\$ 8,028.19	\$ 5,908.75	\$ 8,114.26	\$ 7,977.30	\$ 5,564.22	\$ 7,330.01	\$ 7,364.57	\$ 8,114.82	\$ 2,938.69	\$ 1,174.51	\$ 64,167.04
Workers Comp Insurance	\$ 3,053.08	\$ 3,129.03	\$ 3,078.10	\$ 3,435.44	\$ 4,135.10	\$ 3,017.75	\$ 3,421.55	\$ 3,158.75	\$ 3,158.75	\$ 1,570.55	\$ 666.35	\$ 32,411.47
Group Insurance	\$ 20,388.87	\$ 20,493.44	\$ 23,379.90	\$ 20,493.32	\$ 18,374.24	\$ 21,578.87	\$ 19,732.04	\$ 21,391.74	\$ 24,171.52	\$ 21,758.14	\$ 18,404.13	\$ 235,921.65
Uniforms	\$ -	\$ -	\$ 27.84	\$ 2,084.71	\$ 107.11	\$ 9.32	\$ -	\$ -	\$ 33.14	\$ -	\$ -	\$ 2,262.12
Insurance	\$ 12,134.02	\$ 9,962.50	\$ 11,987.47	\$ 9,482.50	\$ 9,682.50	\$ 11,973.35	\$ 10,192.72	\$ 12,482.32	\$ 10,182.72	\$ 10,112.72	\$ 10,112.72	\$ 128,863.38
Utilities	\$ 1,044.22	\$ 1,022.80	\$ 1,292.65	\$ 1,060.87	\$ 1,060.78	\$ 980.67	\$ 985.52	\$ 1,059.36	\$ 1,134.59	\$ 864.14	\$ 870.11	\$ 891.05
Maintenance	\$ 4,463.10	\$ 4,829.57	\$ 6,438.83	\$ 1,628.42	\$ 1,998.89	\$ 2,512.10	\$ 2,038.55	\$ 1,857.11	\$ 361.63	\$ 378.81	\$ 938.85	\$ 88,189.02
Parking Tags/Tickets	\$ -	\$ 364.94	\$ 368.97	\$ 181.09	\$ 181.09	\$ 458.80	\$ 421.21	\$ 623.90	\$ 181.09	\$ 181.09	\$ 303.59	\$ 3,444.86
Professional Services	\$ 4,533.97	\$ 4,626.72	\$ 4,658.97	\$ 4,600.64	\$ 4,658.97	\$ 4,546.84	\$ 4,573.90	\$ 4,553.97	\$ 4,626.04	\$ 4,553.97	\$ 4,553.97	\$ 55,043.63
Office Supplies	\$ 264.72	\$ 473.68	\$ 342.91	\$ 771.68	\$ 498.48	\$ 498.10	\$ 640.83	\$ 80.83	\$ 678.12	\$ 633.86	\$ 1,762.43	\$ 6,681.74
Operating Cost - Vehicles	\$ 439.59	\$ 463.70	\$ 498.45	\$ 472.93	\$ 467.89	\$ 382.84	\$ 381.87	\$ 404.49	\$ 444.85	\$ 349.25	\$ 333.34	\$ 4,978.54
Pass Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Appreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 473.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 473.32
Credit Card Fees	\$ 14,554.14	\$ 13,208.87	\$ 14,608.91	\$ 12,383.74	\$ 13,452.42	\$ 13,190.62	\$ 13,128.96	\$ 11,713.81	\$ 10,159.85	\$ 7,199.26	\$ 407.85	\$ 124,571.79
Bank Service Charges	\$ 78.17	\$ 70.40	\$ 72.99	\$ 64.22	\$ 68.00	\$ 65.57	\$ 68.09	\$ 65.79	\$ 65.34	\$ 67.77	\$ 61.25	\$ 800.84
Remote Management Services	\$ -	\$ -	\$ 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	\$ 69,012.50
Miscellaneous Expense	\$ 294.72	\$ 397.72	\$ 504.59	\$ 157.72	\$ 399.83	\$ 677.48	\$ 83.55	\$ 177.09	\$ 383.50	\$ 23.36	\$ 106.20	\$ 3,274.88
Management Fee Charge	\$ -	\$ -	\$ 5,231.25	\$ -	\$ -	\$ 5,812.50	\$ -	\$ -	\$ 5,812.50	\$ -	\$ 5,812.50	\$ 22,668.75
Fixed 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	\$ 23,250.00
Total Expenses	\$ 134,734.27	\$ 133,290.87	\$ 207,585.49	\$ 143,494.07	\$ 157,376.59	\$ 140,610.94	\$ 132,223.39	\$ 136,189.42	\$ 161,549.85	\$ 71,860.07	\$ 53,778.72	\$ 1,525,831.57
Net Income	\$ 334,268.33	\$ 380,989.13	\$ 290,726.56	\$ 338,854.19	\$ 306,489.41	\$ 430,000.06	\$ 244,622.62	\$ 277,935.99	\$ 231,465.51	\$ (5,247.07)	\$ (7,163.72)	\$ 2,770,873.72

Fiscal 20-21

REVENUES	Month Ended 31-Jul-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 29-Feb-21	Month Ended 31-Mar-21	Month Ending 30-Apr-21	Month Ended 31-May-21	Month Ended 30-Jun-21	Total Fiscal 20-21
Revenues - Monthly parking	\$ 4,035.00	\$ (1,818.37)	\$ 32,900.00	\$ 119,615.00	\$ 22,316.00	\$ 26,884.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 213,931.64
Revenues - Cash Parking	\$ 19,420.00	\$ 108.00	\$ -	\$ 21,276.00	\$ 32,842.00	\$ 4,586.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,684.00
Revenues - Card Fees	\$ -	\$ -	\$ -	\$ 1,900.00	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165.00
Revenue - Lot #6	\$ -	\$ -	\$ (7,801.37)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7.80)
Total Income	\$ 23,455.00	\$ (1,710.37)	\$ 32,898.20	\$ 141,041.00	\$ 54,813.00	\$ 41,482.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293,772.84

EXPENSES

Salaries and Wages	\$ 21,501.77	\$ 25,016.49	\$ 25,056.88	\$ 31,601.14	\$ 27,346.42	\$ 27,259.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,762.10
Payroll Taxes	\$ 2,022.17	\$ 2,228.65	\$ 2,276.33	\$ 2,940.81	\$ 2,335.41	\$ 2,537.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,500.55
Workers Comp Insurance	\$ 1,124.89	\$ 1,299.22	\$ 1,308.33	\$ 1,654.80	\$ 1,434.42	\$ 1,429.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,251.57
Group Insurance	\$ 9,673.75	\$ 11,026.89	\$ 12,281.42	\$ 7,818.94	\$ 20,075.66	\$ 12,142.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,018.79
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ 58.06	\$ 329.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365.39
Insurance	\$ 10,152.72	\$ 10,152.72	\$ 10,152.72	\$ 10,152.72	\$ 10,152.72	\$ 12,277.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,040.82
Maintenance	\$ 902.39	\$ 831.86	\$ 816.53	\$ 877.34	\$ 850.48	\$ 1,570.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,799.08
Parking Tags/Tickets	\$ 3,498.08	\$ 1,229.58	\$ 4,092.44	\$ 524.41	\$ 2,715.25	\$ 1,800.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,656.72
Professional Services	\$ 181.09	\$ 181.09	\$ 181.09	\$ 181.09	\$ 181.09	\$ 181.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,088.54
Office Supplies	\$ 4,553.97	\$ 4,553.97	\$ 4,553.97	\$ 4,553.97	\$ 4,553.97	\$ 4,553.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,374.06
Operating Cost - Vehicles	\$ 81.07	\$ 46.63	\$ 291.85	\$ 53.51	\$ 169.26	\$ 169.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 642.32
Pass Cards	\$ 482.31	\$ 450.65	\$ 373.78	\$ 439.87	\$ 395.29	\$ 426.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,548.25
Employee Appreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Card Fees	\$ 30.52	\$ 361.53	\$ 362.77	\$ 626.65	\$ 1,732.64	\$ 634.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,752.63
Bank Service Charges	\$ 61.53	\$ 61.25	\$ 61.25	\$ 61.25	\$ 61.25	\$ 61.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367.78
Remote Management Services	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ 7,265.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,500.00
Miscellaneous Expense	\$ 39.33	\$ 143.70	\$ 17.88	\$ 24.84	\$ 116.77	\$ 43.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 385.57
Management Incentive Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,812.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,625.00
Fixed Management Fee	\$ 1,995.60	\$ 1,995.60	\$ 1,995.60	\$ 1,995.60	\$ 1,995.60	\$ 1,995.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,973.60
Total Expenses	\$ 63,044.19	\$ 68,844.83	\$ 76,800.34	\$ 79,772.84	\$ 81,818.27	\$ 80,483.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,003.77
Net Income	\$ (40,048.19)	\$ (88,555.20)	\$ (44,000.14)	\$ 70,268.16	\$ (26,805.27)	\$ (38,981.29)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (148,230.83)

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of the 8th day of July 2019, by and between the CITY OF BIRMINGHAM, a Municipal Corporation ("Owner"), and SP PLUS CORPORATION, a Delaware corporation ("Operator").

RECITALS:

- A. Owner presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility.
- B. Operator is an experienced operator and manager of parking facilities.
- C. The parties desire to enter into an agreement whereby Operator will manage all parking of motor vehicles at such facility on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **PREMISES.** Owner hereby grants to Operator and Operator hereby accepts the exclusive right and obligation of administering, managing and operating the parking operations at the parking facilities described in Exhibit "A" and located in Birmingham, MI 48009 (collectively, the "Premises").

2. **TERM.** The initial term of this Agreement shall be for five (5) years commencing on July 1, 2019 (the "Commencement Date") and continuing through and including June 30, 2024 (the "Initial Term"), unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall automatically renew from year to year until either party gives written notice of non-renewal at least thirty (30) days prior to expiration of the Initial Term or the then-current renewal term, unless terminated earlier as provided in this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time, without cause or penalty, by giving at least thirty (30) days' prior written notice of termination.

3. **SCOPE OF SERVICES.** Operator shall:

(a) Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. Owner reserves the right to establish hours of operation and parking rates for the Premises.

(b) Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

(c) Collect parking fees from customers and, if directed by Owner, collect fees for non-parking uses of the Premises. If Owner requests Operator to establish or honor non-prepaid validation programs with Owner's tenants or other third parties, Operator shall not be responsible for any uncollectible receivables in connection with such programs.

(d) Routinely maintain any parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to Owner. Operator will purchase supplies necessary for the operation of the Premises.

(e) Promote parking availability at the Premises through an appropriate mix of sales channels including Operator's own websites and third party marketing providers, as approved by Owner from time to time.

(f) Remotely monitor the Premises from Operator's off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other basic customer services support (the "Remote Management Service").

(g) Implement, brand and customize a mobile parking application which will provide for: network communication & security; server hosting licensing; epFinder application support; PARCS integration maintenance support & insight analytics access. Owner acknowledges that any such application shall be considered Intellectual Property (as defined in Section 15 below) and that, notwithstanding any customization of the application for the purpose of Operator's management of the Premises, Owner shall not have assume any ownership of the application at any time.

(h) Advise and cooperate with Owner in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as Owner shall adopt. Promptly notify Owner of any matter that, in Operator's reasonable judgment, requires Owner's attention.

4. BUDGET; OPERATING EXPENSES.

(a) Operator shall annually prepare and deliver to Owner a proposed budget, for Owner's reasonable approval, reflecting the Gross Receipts and Operating Expenses that Operator expects to receive and incur, respectively, during Owner's forthcoming fiscal year or calendar year (as Owner designates) (the "Budget"), it being agreed that if Owner for any reason does not respond to any proposed Budget within thirty (30) days after Owner's receipt thereof, the proposed Budget shall be deemed approved. If at any time during the period covered by an approved Budget it appears to Operator that the actual total of all Operating Expenses likely to be incurred will exceed the Budget's projected total by more than ten percent (10%), Operator shall advise Owner and the parties shall discuss what actions, if any, may be implemented to minimize Operating Expenses without substantially impairing the operation of the Premises.

(b) Pursuant to the then-current approved Budget, Owner shall pay Operator for all expenses, charges and administrative costs incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include, without limitation, all expenses, charges and administrative costs for: salaries and wages and associated payroll burden (including, without limitation, payroll taxes and fringe benefits); licenses and permits; first month's change funds/petty cash advanced by Operator (if applicable); compliance with governmental laws, regulations and payment card industry standards; uniforms; supplies; cleaning; maintenance and repair to be performed by Operator; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "Sales Tax"); telephone; utilities (except to the extent paid directly

by Owner); bookkeeping and administrative services; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, workers' compensation insurance, garagekeeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage, at rates established by Operator (but in no event to exceed the rates contained in the approved Budget); and deductibles established by Operator for insured losses attributable to the Premises (plus attorney's fees and court costs to defend Owner and/or Operator in actions brought to recover damages for such losses). Operating Expenses shall also include any expenses not listed above that are approved by Owner prior to expenditure. Operator may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply.

(c) If Operating Expenses increase due to any governmental action imposing or increasing (i) employer-provided medical insurance or other benefits, (ii) workers compensation rates, or (iii) federal, state or local minimum wage or living wage rates, then any such imposition or increase shall be automatically included as an Operating Expense and the applicable approved Budget revised accordingly.

(d) Operating Expenses shall not include (i) the costs of maintenance and repair required of Owner hereunder, or (ii) Owner's various costs associated with its ownership and/or occupancy of the Premises, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on Owner's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of such expenses and costs are the sole obligation of Owner.

(e) If Owner disputes any Operating Expense, Owner shall give Operator written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. GROSS RECEIPTS; SALES TAX; NET PROFIT.

(a) All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by Operator. "Gross Receipts" shall mean all cash earned and collected by Operator for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers.

(b) Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. Owner shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by Owner or its agents. In addition, each party agrees to defend, indemnify and hold harmless the other party with respect to any and all loss, costs (including attorney's fees), penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.

(c) "Net Profit" is the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less Operator's Management Fee (defined in Section 6 below) shall be paid to Owner concurrently with delivery of the monthly statement required in Section 7 below.

6. **MANAGEMENT FEE.** As compensation for Operator's services, Owner shall pay Operator a Base Fee plus an Incentive Fee as follows (collectively, the "Management Fee"):

(a) A parking management base fee of \$1,937.50 per month, a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, and a mobile parking application fee of \$1,500.00 per month, prorated for any partial month (together, the "Base Fee"). Operator may deduct the Base Fee from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay the Base Fee, Section 8 below shall apply. On each anniversary of the Commencement Date, the Management Fee shall automatically increase by the greater of (a) three percent (3%), or (b) the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U); Detroit-Warren-Dearborn, MI ; All Items; Not Seasonally Adjusted; 1982-1984 = 100 reference base period for the preceding 12-month period.

PLUS

(b) An incentive management fee of up to \$1,947.50 per month (the "Incentive Fee") according to key performance indicators, as outlined in Exhibit "B", attached hereto and incorporated herein.

7. **MONTHLY REPORTING.**

(a) Within fifteen (15) days after the end of each month, Operator shall provide to Owner a statement showing all Gross Receipts, Operating Expenses, the Management Fee and Net Profit for the preceding month.

(b) Operator shall keep complete and accurate reports and records (collectively, the "Records") of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting practices. Operator shall permit Owner to inspect Operator's Records at Operator's offices during reasonable business hours and at Owner's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.

8. **REIMBURSEMENT OF DEFICIT.** If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, Owner agrees to pay Operator the deficit within ten (10) days after receipt of Operator's monthly statement required in Section 7 above. If payment is not made by Owner within said ten-day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to Owner; and (iii) at its option, terminate this Agreement upon written notice without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Operator may pursue to collect the amount owed. In addition to any other rights or remedies of Operator and notwithstanding anything in this Agreement to the contrary, if Owner is in monetary breach of this Agreement and fails to cure such monetary breach within any applicable time period specified in this Agreement, then Operator shall have the right, but not the obligation, to exercise a self-help remedy and is hereby authorized at any time and from time to time to

the fullest extent permitted by law, without prior notice to Owner, and without waiving any claim for damages to which it is otherwise entitled as a result of such breach, to, among other things, unilaterally offset and recoup any past-due payments from any Gross Receipts collected or held by Operator.

9. **OPERATOR'S INSURANCE COVERAGES.** The Operator 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.

- (a) **Workers' Compensation Insurance:** Operator shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (b) **Commercial General Liability Insurance:** Operator 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:** Operator shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, with limits of liability of not less than \$2,000,000 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) **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- (f) **Proof of Insurance Coverage:** Operator shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance 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;
- (g) Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Operator shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.
- (h) Maintaining Insurance: Upon failure of the Operator to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option and expense, purchase such coverage.

10. **RELEASE AND WAIVER OF SUBROGATION.** In the event all or any part of the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties or which is commonly covered under an all-risk insurance policy, in either case irrespective of applicable deductibles. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

11. **INDEMNIFICATION.** To the fullest extent permitted by law the Operator agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless Owner, its elected and appointed officials, employees and volunteers and others working on behalf of Owner 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 Owner, its elected and appointed officials, employees, volunteers or others working on behalf of Owner, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of Operator's breach of this Agreement or caused by the negligence of Operator. Such responsibility shall not be construed as liability for damage the extent caused by or resulting from the act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of Owner.

12. **DISPUTE RESOLUTION.** 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.

13. CONDITION AND USE OF PREMISES.

(a) Owner warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Premises) are and shall, at Owner's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

(b) Owner warrants and covenants that it has obtained or will obtain all licenses and permits (including a certificate of occupancy for the Premises) that are a prerequisite to Operator's performance of its duties hereunder.

(c) Owner represents and warrants that all revenue control equipment and systems provided by Owner that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by Owner or its contractors must be compliant with PCI DSS and FACTA.

14. EQUIPMENT AND IMPROVEMENTS. Operator shall, on behalf of Owner and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "Equipment") described in Exhibit "C" which is attached hereto and is incorporated herein by reference. Operator shall be responsible for maintenance and repair of the Equipment (the "Equipment R&M Costs"); provided, however, that any Equipment R&M Costs incurred by Operator shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by Operator and, absent a written agreement between Owner and Operator, Owner shall not own the Equipment at any time.

15. INTELLECTUAL PROPERTY. Operator hereby grants to Owner, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use Operator's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "Intellectual Property"), to the extent related to Operator's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and Owner shall refrain from all further use of the Intellectual Property.

16. OWNER'S OBLIGATIONS. Owner, at its expense, shall be responsible for the following:

(a) Except for the custodial duties expressly delegated to Operator in Section 3 above, all repair and maintenance of the Premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm,

utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical systems or equipment including traffic control devices used at or in the Premises; and all structural repairs.

(b) Alterations, improvements or repairs that Owner deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities including, without limitation, the Americans with Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.

(c) All installation, removal, replacement or modification of signage at the Premises as may be required by law or desired by Owner in order to adhere to the Manual on Uniform Traffic Control Devices (the "MUTCD") or similar standards.

(d) Safety and/or security personnel and equipment. Owner expressly acknowledges that Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Operator's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. Owner shall determine, at Owner's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Premises. Owner further agrees to indemnify and to hold harmless Operator from and against any claims, demand, suits, liabilities, or judgments arising from Operator's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Operator or Operator's employees.

17. **LICENSES AND PERMITS.** Operator shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Operator's operations at the Premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

18. **LAWS AND ORDINANCES.** Operator shall not use all or any part of the Premises for any use or purpose which is (i) forbidden by or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.

19. **RELATIONSHIP OF THE PARTIES.** No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor. The personnel providing Operator's services under this Agreement are employees of Operator, not Owner.

20. **FORCE MAJEURE.** Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to Operator if it suspends operations for any such cause or event for the period of such suspension.

21. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

22. **APPROVALS.** Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

23. **WAIVERS.** No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

24. **SEVERABILITY.** If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

25. **TERMINATION.** In addition to all other termination rights hereunder, either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days. In addition, either party may terminate this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.

26. **ASSIGNMENT.** Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of Owner, which consent shall not be unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or to collaterally assign its right, title and interest herein to a financial institution as security for any present or future loans to Operator.

27. **NOTICES.** Any notice or communication required to be given to or served upon either party shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO OWNER: City of Birmingham
Attn: Tiffany Gunter, Assistant City Manager
151 Martin Street
Birmingham, MI 48012

TO OPERATOR: SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

with copy to: SP Plus Corporation
Attn: Nicole Hankins, Senior Vice President
21 Custom House Street, 6th Floor
Boston, MA 02110

28. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written

and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

29. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

30. **NEITHER PARTY DEEMED DRAFTER.** The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

31. **ATTORNEY FEES.** If either party should retain legal counsel and/or institute any suit against the other party to enforce or protect its rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this Section shall survive expiration or termination of this Agreement.

32. **AUTHORITY.** The individual signing this Agreement on behalf of Owner hereby represents that he or she has been empowered with full authority to act on behalf of Owner in connection with this Agreement, and that execution of this Agreement has been duly authorized by Owner. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

33. **COUNTERPARTS AND SIGNATURES.** This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement may be executed by one or both parties, and an executed copy of this Agreement may be delivered by one or both parties by facsimile or by electronic mail in a PDF file, and such execution and delivery shall be considered valid, legally binding and effective for all purposes. At the written request of either party, the parties shall execute this Agreement with original signatures.

[Signatures to follow on next page]

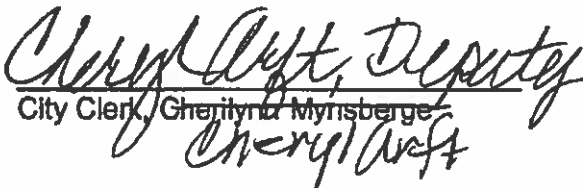
empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

33. **COUNTERPARTS AND SIGNATURES.** This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement may be executed by one or both parties, and an executed copy of this Agreement may be delivered by one or both parties by facsimile or by electronic mail in a PDF file, and such execution and delivery shall be considered valid, legally binding and effective for all purposes. At the written request of either party, the parties shall execute this Agreement with original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF BIRMINGHAM

WITNESS:


City Clerk, Cheryl Craft Mynsberge

MAYOR:

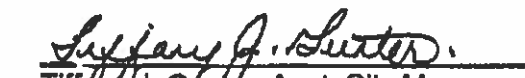

Patricia Bordman

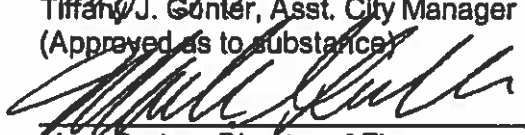
OPERATOR:


SP PLUS CORPORATION:

By: 
Nicole Hankins
Senior Vice President

Approved:


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


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


Joseph A. Valentine
(Approved as to substance)

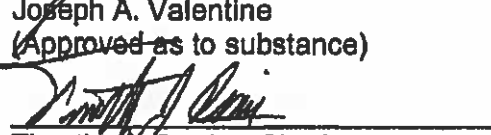

Timothy J. Currier, City Attorney
(Approved as to form)

Exhibit "A"

**Location Listing
City of Birmingham, Michigan
Parking Structures**

- 1. Pierce Street Parking Structure – 333 Pierce Street, Birmingham, MI 48067**
- 2. Park Street Parking Structure – 333 Park Street, Birmingham, MI 48067**
- 3. North Old Woodward Parking Structure – 333 North Old Woodward, Birmingham, MI 48067**
- 4. Chester Street Parking Structure – 180 Chester Street, Birmingham, MI 48067**
- 5. Peabody Street Parking Structure – 222 Peabody Street, Birmingham, MI 48067**

Exhibit "B"

City of Birmingham, Michigan
On-Street Parking System
Key Performance Indicators



Key Performance Indicator	Target	Goal	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	Comments
Customer Satisfaction	80%	85%	\$ 1,243.75	\$ 1,243.75					Quarterly and 12 report delivered to City, goal of 82% or better.
Equipment Downtime	10%	< 8 hours	\$ 471.88	\$ 3,437.50					Access control equipment problems identified and plan of action in place within 8 hours
Technology/Operations	75%	On-going	\$ 381.25	\$ 3,334.50					Continuously work on process improvements and technology upgrades.
Potential Totals	80%		\$ 1,906.88	\$ 8,015.75					
Customer Service/Safety Training	80%	Ongoing	\$ 343.75	\$ 3,334.50					All staff to complete quarterly and annual training
Response Response Time (RRR)	15%	20%	\$ 471.88	\$ 3,437.50					RRR of response calls to be assessed in less than 3 minutes
Quarterly Independent Audit	80%	Quarterly	\$ 238.43	\$ 1,434.50					Quarterly Audit to be provided by independent auditor - to be based on SP+ internal audit process
Potential Totals	80%		\$ 1,054.06	\$ 8,206.50					
Security/Access	80%	Monthly by 15th	\$ 238.43	\$ 1,434.50					Security/Access audit to be provided by independent auditor - to be based on SP+ internal audit process
CRP/AR	80%	Monthly by 15th	\$ 238.43	\$ 1,434.50					Contributions to be identified. 1% of AR over 60 days from 1st of current billing. Report to be run the first day of the billing cycle.
CRP/AR	80%	Monthly by 15th	\$ 238.43	\$ 1,434.50					CRP/AR audit to be provided by independent auditor - to be based on SP+ internal audit process
Potential Totals	80%		\$ 476.86	\$ 2,869.00					
Grand Totals	80%		\$ 3,437.80	\$ 19,091.25					

KPI - Facility Operations - Maintenance Checklist (5) (2)

All Locations Combined

Frequency	Frequency	Weight	Weight	Weight	Weight	Weight	Weight
Per Day	Per Week	Per Month	Per Quarter	Per Year	Per 5 Years	Per 10 Years	Per 15 Years
Exterior - entrance areas & curbs	D	5 points		Good = 5	Fair = 4		0
Trash cans	D	5 points		Good = 5	Fair = 4		0
Exterior - doors, walk, glass & frames	D	5 points		Good = 5	Fair = 4		0
Stairs - floor, windows & frames	W	5 points		Good = 5	Fair = 4		0
Lobby, Office - doors & windows	D	5 points		Good = 5	Fair = 4		0
Flash lighting fence	Y	5 points		Good = 5	Fair = 4		0
Parking control equipment	D	5 points		Good = 5	Fair = 4		0
Handicapped ramp	D	5 points		Good = 5	Fair = 4		0
Store room - entrance - floors, fixtures & walls	D	5 points		Good = 5	Fair = 4		0
Storage office - floors, windows	W	5 points		Good = 5	Fair = 4		0
Totals:				0	0		

Exterior - entrance areas & curbs

Frequency	Frequency	Weight	Weight	Weight	Weight	Weight	Weight
Per Day	Per Week	Per Month	Per Quarter	Per Year	Per 5 Years	Per 10 Years	Per 15 Years
Exterior - entrance areas & curbs	D	5 points		Good = 5	Fair = 4		0
Trash cans	D	5 points		Good = 5	Fair = 4		0
Exterior - doors, walk, glass & frames	D	5 points		Good = 5	Fair = 4		0
Stairs - floor, windows & frames	W	5 points		Good = 5	Fair = 4		0
Lobby, Office - doors & windows	D	5 points		Good = 5	Fair = 4		0
Totals:				0	0		

Exterior - doors, walk, glass & frames

Frequency	Frequency	Weight	Weight	Weight	Weight	Weight	Weight
Per Day	Per Week	Per Month	Per Quarter	Per Year	Per 5 Years	Per 10 Years	Per 15 Years
Exterior - doors, walk, glass & frames	Y	2 points		Good = 2	Fair = 1		0
Handicapped ramp	Y	2 points		Good = 2	Fair = 1		0
Pipe guards, exposed pipes	Y	2 points		Good = 2	Fair = 1		0
Stairs	Y	2 points		Good = 2	Fair = 1		0
Curbs	Y	2 points		Good = 2	Fair = 1		0

Exterior - stairs - floor, windows & frames

Frequency	Frequency	Weight	Weight	Weight	Weight	Weight	Weight
Per Day	Per Week	Per Month	Per Quarter	Per Year	Per 5 Years	Per 10 Years	Per 15 Years
Exterior - stairs - floor, windows & frames	D	5 points		Good = 5	Fair = 4		0
Exterior - doors, walk, glass & frames	D	5 points		Good = 5	Fair = 4		0
Totals:				0	0		

Exterior - lobby, office - doors & windows

Frequency	Frequency	Weight	Weight	Weight	Weight	Weight	Weight
Per Day	Per Week	Per Month	Per Quarter	Per Year	Per 5 Years	Per 10 Years	Per 15 Years
Exterior - lobby, office - doors & windows	D	3 points		Good = 3	Fair = 2		0
Exterior - stairs - floor, windows & frames	D	1 point		Good = 1	Fair = 0		0
Emergency lights	W	1 point		Good = 1	Fair = 0		0
Totals:				0	0		

D - Daily task
W - Weekly task
M - Monthly task
Y - Yearly task

Exhibit "C"

(Description of the Equipment)

1. Hot water power washer
2. Trailer
3. Full size pickup truck

4.

Exhibit "D"

Mobile Parking Application Statement of Work

City of Birmingham

Mobile Application Enhancements Proposal
Version 1.1

1. Version

Version	Date	Author	Description
1.0	05/24/19	Greg Pearson	Initial Draft
1.1	06/05/19	Greg Pearson	Modified Project Scope and Delivery

2. Abbreviation / Terms

Abbreviation	Description
PARCS	Parking Access Revenue Control System
epFinder	SP+ mobile application available for iOS and Android
Insight Analytics	SP+ client web dashboard for reporting and trend analysis
SaaS	Software as a service

3. Summary

The City of Birmingham is looking to provide customers and employees access to a mobile parking application for parking related information as well as access to improved data analytics. This proposal is to provide the existing SP+ epFinder mobile application with shuttle route information and provide access to our Insight Analytics portal for dashboard and analysis.

4. Project Scope

SP+ will provide the City of Birmingham access to an extended white labeled version of the epFinder mobile application and access to the Insight Analytics platform.

5. Project Approach

In order to provide the epFinder and Insight Analytics platform, SP+ must establish direct communication with the PARCS system at each of the parking locations. This process will be coordinated and managed by SP+ with each of the PARCS vendor, local resellers and/or network providers. In addition, SP+ will extend the epFinder application to provide shuttle route information for the City of Birmingham.

6. Project Scope

Based on the meetings to-date, the scope of work is defined as:

Provide Direct Integration to PARCS Equipment
SP+ has worked with many of the PARCS manufactures to capture transaction detail and occupancy data near real-time. The proprietary technology resides at the local PARCS machine and communicates directly with the SP+ cloud data Infrastructure where we then process it into meaningful and actionable information. This is a multi-step process that has a PARCS vendor costs and requires coordination. The steps are outline below in order to enable data

communication with the PARCS machine.	
PARCS Data Access	Work with PARCS vendor or local reseller to install needed components to provide SP+ access to the data
Remote Access	Provide remote access to each of the machines running PARCS system
Network Access	Coordinate with network provider to: <ul style="list-style-type: none"> • Obtain static IP address • Open necessary ports • Validate network communication
Service Broker	Install SP+ service broker on local PARCS system to <ul style="list-style-type: none"> • Access transactional and occupancy data • Capture transactional and occupancy data • Encapsulate into a message string • Encrypt message string • Send data to SP+ centralized cloud repository
Data Flow Validation	Confirm data communication flow is working and complete
Occupancy Validation	Work with local SP+ team on car counts to validate occupancy assumptions and calculations
Transaction Validation	Work with local SP+ team on transaction counts and revenue assumptions to match PARCS reporting
Occupancy Reset	Provide local SP+ team ability to reset number of cars on lots in order to adjust occupancy percentage and available spaces
Provide Mobile Parking Application for IOS and Android	
SP+ will provide the City of Birmingham a branded version of our existing epFinder mobile application for parking related information for both IOS and Android based devices. The mobile application will provide the following features.	
Client Locations	Provide list of client locations or accepted locations only
Location Information	Provide location information: <ul style="list-style-type: none"> • Location Name • Address • Hours of Operations • Amenities • Other Information
Map View	Provide map view of locations: <ul style="list-style-type: none"> • Show each location based on latitude and longitude with a pin • Color code each pin based on current occupancy information
List View	Provide list view of locations: <ul style="list-style-type: none"> • Show locations within small cards • Show picture of location • Show current stats on location availability
Occupancy	Provide current occupancy percentage of location
Availability	Provide current number of spaces still available
Expected Full Time	Provide a calculated full time for the location
Favorites	Allow user to save a location as a favorite
Sorting	Allow user to sort list view by: <ul style="list-style-type: none"> • Proximity • Availability

	<ul style="list-style-type: none"> • Favorites
Shuttle Routes	Partner with Ride-Systems to integrate shuttle information <ul style="list-style-type: none"> • Routes • Stops • Current Shuttle Location • Estimated Arrival Times
Provide Insight Analytics	
SP+ INSIGHT Analytics provides operations teams and clients access to information to make better decisions enabling improved revenues and overall efficiencies. The platform provides INSIGHT into the performance of the client's portfolio.	
Parking Analytics	PARCS Integrated dashboard that provides: <ul style="list-style-type: none"> • Home Page • Day of Week • Daily • Monthly Trend • Payment Types • Parker Movement • Parker Duration • Utilization • Per Space • Ability to Select Specific Dates or Locations
Occupancy	PARCS Integrated dashboard that provides: <ul style="list-style-type: none"> • Current Occupancy by Hour • Parker Entry and Exits • Net Parker Movement • Ability to Select Prior Days or Specific Locations
Remote Management	Remote Management location dashboard that provides: <ul style="list-style-type: none"> • Home Page • Hourly • Day of Week • Daily • Month Trend • Detail • Type • Reason

7. Project Development Assumptions

1. The mobile application will be designed to work on IOS and Android based devices only. Given the number of variations in version and phones, SP+ will support 2 generations backwards. SP+ will be the account provider for the application and will own all source code.
2. The Insight Analytics website are designed to be used across a wide range of browsers including: Firefox, Chrome, Safari and Internet Explorer. The website is tested on Windows 10 and Apple OSX. It will also be developed using the latest technology available but may not be backwards compatible to older web browser versions.

3. The Insight Analytics website will be hosted by SP+ and will follow all of the standard maintenance protocols to include weekly server maintenance, server operating system upgrades, daily server and database backups and installation of antivirus updates. It is offered as a SaaS model.
4. Project management, communications and tracking will be primarily handled through email or phone. Changes to scope of the website will need to be reviewed and approved by all parties involved.

8. Delivery Schedule

All efforts will be made to deliver this project within the timeframe outlined assuming external vendors beyond SP+ control provide necessary support within the project timeline. The project will be managed in a number of sprints with some running concurrently to shorten delivery time.

PARCS Integration Sprint

Task	Duration
Project Kickoff	1 Day
Location Selection and Vendor Discussions	1 Week
Purchase of Data Access from PARCS / Reseller	1 Week
Installation of Data Access from PARCS / Reseller	4 Weeks
Remote Access and Network Routing	2 Weeks
SP+ Broker Service Installation	3 Week
Data Flow Validation	1 Week
Occupancy and Transaction Validation	3 Weeks
Total Duration	12 Weeks

epFinder Sprint

Task	Duration
Project Kickoff	1 Day
Requirements and Design Documents	1 Week
Requirements and Design Documents Approval	1 Week
Development	8 Weeks
Quality Assurance Testing	2 Weeks
User Acceptance Testing	1 Week
Deployment	1 Weeks
Total	14 Weeks

Insight Analytics Sprint

Task	Duration
Project Kickoff	1 Day
Client Location Configuration	1 Week
Client Portfolio Validation	3 Days
User Acceptance Testing	1 Week
Total	2 Weeks

Civic Smart PARCS Integration Sprint

Task	Duration
Project Kickoff	1 Day
Requirements and Design Documents	1 Week
Requirements and Design Documents Approval	1 Week
Development	6 Weeks
Quality Assurance Testing	2 Weeks
User Acceptance Testing	1 Week
Deployment	1 Weeks
Total	12 Weeks

The total estimated level of effort is 4 months from start to finish.

The level of effort is as follows:

Task	Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PARCS Integration Sprint																	
Project Kickoff	1																
Location Selection and Vendor Discussions	1																
Purchase of Data Access from PARCS / Reseller	1																
Installation of Data Access from PARCS / Reseller	6																
Remote Access and Network Routing	2																
SP+ Broker Service Installation	1																
Data Flow Validation	1																
Occupancy and Transaction Validation	3																
epFinder Sprint																	
Project Kickoff	1																
Requirements and Design Documents	1																
Requirements and Design Documents Approval	1																
Development	8																
Quality Assurance Testing	2																
User Acceptance Testing	1																
Deployment	1																
Insight Analytics Sprint																	
Project Kickoff	1																
Client Location Configuration	1																
Client Portfolio Validation	1																
User Acceptance Testing	1																
Civic Smart PARCS Integration																	
Project Kickoff	1																
Requirements and Design Documents	1																
Requirements and Design Documents Approval	1																
Development	6																
Quality Assurance Testing	2																
User Acceptance Testing	1																
Deployment	1																

Events that may delay the final delivery or individual milestone delivery include:

- Delays in receiving approvals
- Delays in receiving feedback and revision notes
- Change in scope or spirit of scope during development

- External vendors not meeting timelines
- Unforeseen technical challenges

9. Site Warranty

If anything breaks on the site as documented within this scope document, it will be fixed without any charge. Minor content updates and revisions to the site (design, layout and functionality) within 30 days after launch and completion of the project are also covered free of charge. Any additional functionality or revisions beyond the 30 days will be subject to costs of requirements, design, development and project management at a rate of \$100 per hour and will require a new scope document and approval.

10. Assumptions

The following assumptions are being made:

- PARCS local systems support data integration required
- SP+ service broker is available for local PARCS equipment installed
- Civic Smart will provide data extraction capability at reason price point

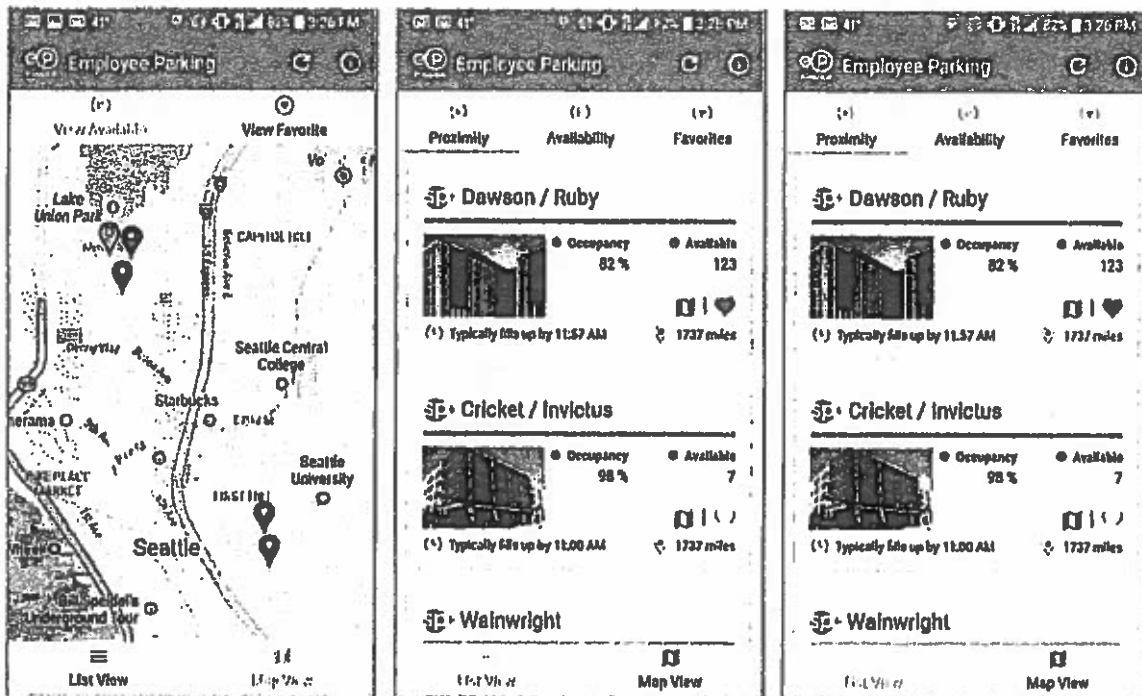
11. Project Investment

SP+ will provide a dedicated team to work with City of Birmingham to deliver the statement of work outlined within this document. The work has been divided into a couple of sprints that can be run in parallel to reduce overall delivery time. Based on the level of effort required to provide City of Birmingham PARCS data integration, mobile parking application and dashboard capability, the total cost is as follows:

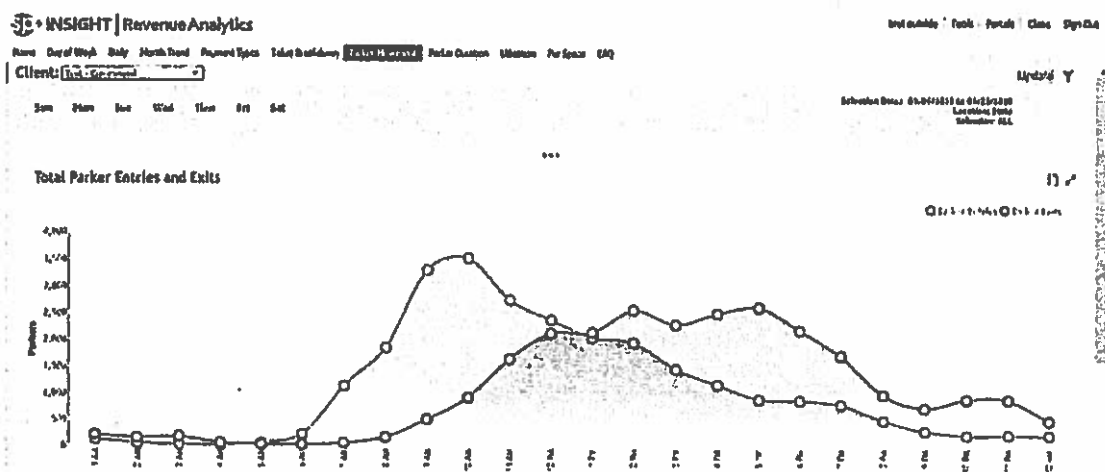
Item	Cost
Implementation, Branding and Client Customization Fee	\$12,000 one-time
SaaS Model (epFinder / Insight Analytics for current location portfolio) <ul style="list-style-type: none"> • Network Communication and Security • Server Hosting & Licensing • epFinder Application Maintenance Support • PARCS Integration Support • Insight Analytics Access 	\$1,500 per month
SkiData Access Fees*	\$2,100 per location
Civic Smart Access Fees**	TBD
* One-time data access that should already have been covered for Smarking Integration	
** Pending discussion with vendor on how access and at what cost	

12. Exhibits

epFinder Screen Shots:



Insight Parking Analytics Screen Shot:



Insight Occupancy Screen Shot:

INSIGHT | Occupancy

test outside | Profile | Help | Sign Out

Client: **Comm**

Update

Current Occupancy

82.3% ↑

Available Spaces

124 ↓

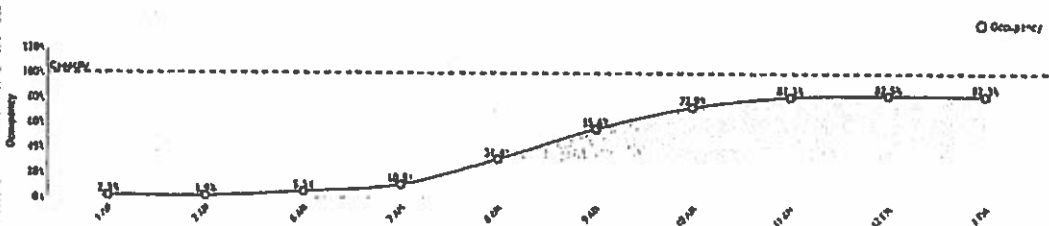
Monthly Parkers On Lot

466 ↑

Transient Parkers On Lot

111 ↑

Occupancy By Hour



Insight Remote Management Screen Shot:

INSIGHT | Remote Management

test outside | Tools | Profile | Close | Sign Out

Hourly Day of Week Daily Month Trend Detail Type Person SAQ

Client: **Test - 000000000000**

Update

Total Number of Calls

5,217

Total Number of Calls Last Year

5,130

Calls Variance to Last Year

87

Variance Trend

↑

Average Calls Per Day

200.7

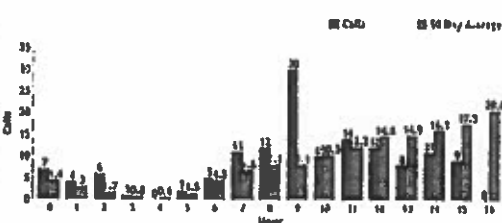
Average Calls Per Day Last Year

197.3

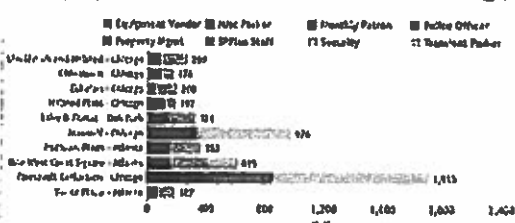
Average Calls Variance Per Day to Last Year

3.3

Today's Calls By Hour



Call Type By Location





INNOVATION IN OPERATION®



Memorandum

To: Joe Valentine, City Manager
From: SP+ Management Team
Date: September 22, 2020
Subject: Operational Initiatives

Due to the recent change in City of Birmingham's operational structure, the following will serve as a synopsis of the various operational initiatives that SP+ has been working on with the former Assistant City Manager.

MAINTENANCE

Daily Operations: Ongoing - SP+ took immediate steps to minimize expenses at the outset of the Covid-19 pandemic including the lay-offs of the majority of staff at the City locations. During the stay at home order issued by the governor, we retained one office staff and two maintenance staff to facilitate customer communications and maintain garage cleanliness and oversight.

Additional staffing was recalled when the governor's order was partially lifted to meet the additional demand of returning workers and visitors to the city. These additional staff still represent only a portion of the pre-pandemic staff on site. SP+ will continue to work closely with the City to determine proper staffing levels based on volumes and revenues of the parking system.

Monthly Walkthrough: Ongoing - SP+ supervisors and management staff conduct detailed monthly walkthroughs of the City parking structures. City staff is encouraged to participate whenever able. These walkthroughs are used to identify additional maintenance needs and opportunities to improve location aesthetics. A report for each structure is completed and shared with the City contact to develop a plan of action to repair or correct as necessary. *copy of reports*

Additional Equipment: On Hold - As part of the new management contract with the City, SP+ offered to purchase additional equipment to allow us to power wash the structures and nearby areas. This requires additional staffing to complete the work. Due to the pandemic and continued lack of revenues coming into the parking system, SP+ and the Assistant City Manager decided to put this purchase on hold until the system had revenues that could offset the increased payroll.

Structural Repair: On-going – SP+ is prepared and ready to work with City contractors to complete necessary structural repairs that were identified during recent engineering reviews. WJK ?

Striping: On Hold – All City parking structures are in need of space striping. Bids were solicited and a vendor was chosen, but the project was put on hold due to a concern of new ADA requirements. The vendor was able to identify some areas that could be changed to meet the current requirements, but the project was put on hold for legal review and possible inclusion with the upcoming structural repairs.

ADMINISTRATION

Financial Review: Ongoing - SP+ meets with the City contact on a monthly basis, either on-line or in person, to review financial and operational reports. This allows the City to understand the reports before they given to the Advisory Parking Committee for their review. It also provides us an opportunity to review the Key Performance Indicators that were put in place during our most recent contract talks, the aforementioned monthly maintenance reports, and conduct long range planning. cap 1-

Bi-Weekly Check-ins: Ongoing – More informal than the monthly financial review. These check-ins can be conducted by phone, on-line or in person. They allow a timelier discussion of the garage operations including recent performance or upcoming events.

SPECIAL PROJECTS

From time to time, SP+ and the City work on new initiatives to explore that will improve the overall parking system. The following are some of the most recent initiatives.

Beautification: Exploratory – SP+ developed some proposals on how the City could update the look and feel of the parking structures. These included:

- **Brand Creation:** This idea was to create a unified brand for the parking system. One that was classic and would be recognizable.
- **New Signage:** The current signage in all structures is old and out of date. Two themes were proposed that could be used along with color schemes to act as both a refresh and wayfinding. These themes included local landmarks and tying the structures to the Birmingham Shopping District's marketing programs. - ?
- **Façade Improvement:** Since several of the garages are quite old, SP+ provided examples of how exterior façade additions could freshen up the property and add a cleaner look to the structures.
- **Amenity Bays:** These bays would give extra value to the parkers in the structures. A well-lit and signed area would be developed to include tire inflation pumps, windshield washing stations and charging stations. More detailed plans and costs were provided to the City for this portion of the presentation. Plans to complete a

test of this idea were put on hold until completion of the engineering study of the structures.

Occupancy Improvements: Varied Progress – Although the traffic levels do not require some of these programs currently, they need to continue to be discussed and ready for implementation should the need return.

- **Valet Assist: On Hold** – During peak occupancy, a valet program will be utilized on the roofs of several structures to add additional parking capacity. SP+ remains ready to enable this feature if the need returns.
- **Parking App: Complete and operational.** This app serves as a roadmap to the City parking system. It allows visitors to see real time occupancy of the structures and on-street parking and plan their visit in a more efficient manner. Future enhancements will allow the visitors to reserve and pay for their parking and tracking of shuttles or buses. —?
- **Equipment Enhancements: On-Hold** - During the last Parking Access and Control System (PARCS) change, SP+ recommended including tickets with the system but it was decided to utilize a credit card in/out method. As the occupancy continued to grow, it became apparent that this was causing issues within the parking system. SP+ started to look for ways to update the system to make it more user friendly and expedient. As part of this we looked at updating the current equipment, but also explored the many new features that are available in modern PARCS. An RFP was issued but put on hold while a larger study is conducted on the parking system as a whole.

SP+ VALUE ADDED OFFERINGS

SP+ continues to evolve and grow to better help our clients. As a partner with the City of Birmingham we have initiatives that can bring added value to the City's parking system.

Sphere: A suite of industry-leading technology solutions that drives end-to-end mobility and delivers a frictionless experience. These include:

- **Commerce** – Cloud-based parking management through Parking.com supporting all B2C payment solutions: prepaid reservations, on-demand payments, Bluetooth check in and out, Mobile POS, valet, QR code and license plate recognition.
- **iQ** – an extensive intelligence platform that provides critical insights into operational and business performance.

Consulting: SP+ was the first to be Accredited with Distinction by the International Parking and Mobility Institute due to our breadth of knowledge, offerings, and a commitment to innovate. While our Parking team has always been available for the City's off street parking, our Municipal team can bring that knowledge and experience to help guide the City's on-street system.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20671**

- Consumers Energy Company requests the Michigan Public Service Commission's authority to reconcile its gas revenue decoupling mechanism and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: **Thursday, February 25, 2021 at 9:00 AM**

BEFORE: **Administrative Law Judge Jonathan Thoits**

LOCATION: **Video/Teleconferencing**

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 20, 2019 and amended on August 7, 2020 application requesting the Commission to authorize: 1) Consumers Energy to reconcile the Revenue Decoupling Mechanism for the period July 1, 2019 through September 31, 2019, including the remaining residual balance from Case No. U-20356; 2) Consumers Energy Company to apply a one-month per customer credit or surcharge, to collect the Revenue Decoupling Mechanism revenues by rate schedule based on the projected number of customers for the February 2021 bill month; 3) Consumers Energy to apply the proposed remaining residual balance reconciliation mechanism to any remaining residual balances that continue to exist after the implementation of the proposed surcharge and credits; and 4) other and further relief.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by February 18, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20671**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**



Media Contact: Rob Ponto
(cell) 734-260-8188
rob_ponto@comcast.com

Comcast Opens New Xfinity Store in Bloomfield Hills Area

New customer-focused store showcases Xfinity's innovative technology while providing a safe, in-person experience

PLYMOUTH, Mich. (February 12, 2021) – As part of Comcast's multi-million-dollar nationwide commitment to improve customer service, the company opened a 4,300-square-foot Xfinity® retail store in Bloomfield Township.

Located at 1991 South Telegraph Road in The Village at Bloomfield shopping center, the new Xfinity store is designed entirely around the needs of customers, providing a safe, in-person store experience. The space features contemporary hands-on displays and comfortable seating areas where customers can interact with all Xfinity products from internet, video and connected home solutions to Xfinity Mobile. Patrons can learn from trained technology specialists how to get more value from these products.

"Giving our customers a space to try out our products is the best way to educate them on how our technology can provide more convenience and added value," explained Melissa Bahoora, Comcast's vice president of sales in Michigan. "This new store also gives us a chance to enhance the customer experience through safe, face-to-face interaction and top-notch service."

Beginning March 15 and through March 21, customers may visit our store's virtual grand opening event from a mobile device, PC, or laptop. They will have the ability to tour the virtual Xfinity store, gather information on our Xfinity products, and take part in the grand opening event prize giveaway and raffle. Visit xfinityvirtualstore.com to take part.

The new store is open Monday through Saturday from 10 a.m. to 7 p.m. and Sunday from noon to 5 p.m. Customers may schedule their visit by making an appointment [here](#).

About Comcast

Comcast Corporation (Nasdaq: CMCSA) is a global media and technology company with three primary businesses: Comcast Cable, NBCUniversal, and Sky. Comcast Cable is one of the United States' largest video, high-speed internet, and phone providers to residential customers under the Xfinity brand, and also provides these services to businesses. It also provides wireless and security and automation services to residential customers under the Xfinity brand. NBCUniversal is global and operates news, entertainment and sports cable networks, the NBC and Telemundo broadcast networks, television production operations, television station groups, Universal Pictures, and Universal Parks and Resorts. Sky is one of Europe's leading media and entertainment companies, connecting customers to a broad range of video content through its pay television services. It also provides communications services, including residential high-speed internet, phone, and wireless services. Sky operates the Sky News broadcast network and sports and entertainment networks, produces original content, and has exclusive content rights. Visit www.comcastcorporation.com for more information.

###

INFORMATION ONLY

February 3, 2021

Joseph Valentine
City Manager
Birmingham
151 Martin Street

Dear Elected Officials and Administrators:

Thank you for your community's ongoing support for Suburban Mobility Authority for Regional Transportation's (SMART's) regional bus service as a participating community. On behalf of the Oakland County Public Transit Authority (OCPTA), I am reaching out to inform the 23 participating Oakland County communities about the OCPTA, its responsibilities, and recent changes to its transit services agreement with SMART.

What is the OCPTA? Enabled by Michigan state statute in 1996, the OCPTA is the legal funding entity that enables Oakland County's participating communities to levy a property tax millage every four years to help fund regional transit services. In 2018 your voters renewed 1 mil of the 5-mil limitation on such services.

The Oakland County Treasurer collects the millage and then distributes these funds to the OCPTA for oversight and management. The five-member OCPTA board, appointed by the Oakland County Board of Commissioners, oversees a transit service agreement with SMART on behalf of your community. The OCPTA distributes the tax payments to SMART on a regular schedule.

The 1 mil levy raised through the 23 participating communities is approximately a \$32M annual budget. With these funds, SMART provides fixed-route bus and paratransit service that connects people to jobs, education, health care, entertainment, and more in Oakland, Wayne, Monroe, and Macomb counties.

In January 2019, the Oakland County Board of Commissioners appointed a new, majority of members to the OCPTA board. New board members set priorities to improve transparency, administrative management and oversight, as well as communication with the Oakland County Board of Commissioners, leaders of the participating Oakland County communities and its contracted service provider, SMART. I am pleased to share the Authority's progress that benefits your community's investment in transit services.

In 2020, the OCPTA accomplished several key priorities:

- Established the first-ever Mission Statement for Oakland County public transportation provided through the OCPTA. Leading with values of integrity, transparency, accountability, responsiveness, and equity, the mission statement established guiding principles that will inform decision-making between the OCPTA, SMART, and participating communities.

INFORMATION ONLY

Oakland County Public Transit Authority (OCPTA)

Mission Statement **Authority Adopted: April 21, 2020**

STATEMENT OF PURPOSE

The purpose of OCPTA is to help inform and guide transit planning and implementation in Oakland County in coordination with the region. The OCPTA is responsible for delivering the best transit service possible to communities in Oakland County.

UNIFYING FRAMEWORK

The OCPTA recognizes that Oakland County has an obligation to offer a full range of viable transportation and modern mobility options to all people. OCPTA's work is grounded in the belief that government transparency, accountability and responsiveness are critical to innovating regional transportation solutions.

As a public entity, OCPTA builds broad-based collaborations across communities and counties to blend transit and mobility options into a flexible and responsive transportation network.

VALUES

- Integrity
- Transparency
- Accountability
- Responsiveness
- Equity

PRINCIPLES

The intent of the OCPTA is to be a regional partner that provides viable regional transit choices to connect people, jobs and communities. These principles drive OCPTA decision-making in partnership with the Board of Commissioners, the County Executive, and contractual transit providers.

1. Accountability

- Regular communication with the Oakland County Board of Commissioners, the County Executive, contractual partners and regional stakeholders.
- Coordination between participating Oakland County communities.
- Openness and accessibility with OCPTA decision-making, meetings and public documents.
- The OCPTA principles guide contractual relationships with transit providers and shape the organizational culture.
- Plan and support a modern transit system based on the industry's best practices to ensure all people are being served.