

BIRMINGHAM CITY COMMISSION AGENDA
SEPTEMBER 12, 2022
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, 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 continues to recommend the public wear masks while attending City meetings. All City employees, commissioners, and board members must wear a mask during meetings because adequate ventilation cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the November 8, 2022 State General Election. Absentee Ballots are tentatively scheduled to be mailed out the last week of September. If you have already turned in your application to receive a November absentee ballot and need to change the mailing location, please contact the Clerk's office as soon as possible. To review your specific voting information, request an absentee ballot, or update your voter name or address go to mi.gov/vote. The online and mail voter registration deadline is October 24th. After October 24th new voters must register in person at the Clerk's office.
- Wish Commissioner Brad Host a Happy Birthday!

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 to approve the City Commission Strategic Planning Workshop meeting minutes of August 24, 2022.
- B. Resolution to approve the City Commission meeting minutes of August 29, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 31, 2022, in the amount of \$25,663,596.77.

- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 7, 2022, in the amount of \$3,692,536.26.
- E. Resolution to approve a special event permit as requested by the Birmingham Bloomfield Art Center to hold the 42nd annual Art Birmingham art fair on May 13 and 14, 2023, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.
- F. Resolution to accept the resignation of Michael St. Germain from the Multi-Modal Transportation Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.
- G. Resolution approving the settlement agreement dated July 25, 2022 between the City and the Birmingham Police Officers Labor Council for a renewal of the collective bargaining agreement through June 30, 2025. Further, to authorize the transfer of funds in the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.
- H. Resolution to approve \$20,416 in Municipal Credits and \$31,980 in Community Credits from SMART for fiscal year 2023 to Next in support of their specialized transportation program; and further to direct the Finance Director to sign the Municipal Credit and Community Credit contract for fiscal year 2023 on behalf of the City.
- I. Resolution to approve the contract for 2022-23 handwork pavement markings with Hart Pavement Striping Corporation in the amount of \$243,270.00; further to approve the contract for fall 2022 grinding of non-conforming crosswalks with PK Contracting, Inc. for \$26,250.00; further to approve the contract for spring 2023 long/center lines with PK Contracting, Inc. for \$12,697.00; and further to fund all three contracts from account 202.0-316.000-937.0200. In addition, to authorize the Mayor and City Clerk to sign the agreements on behalf of the City and to appropriate and amend the Major Street Fund budget as follows:

Revenues:		
Draw from Fund Balance	202.0-000.000-400.0000	\$82,000
Expenditures:		
Public Safety-Traffic Controls	202.0-316.000-937.0200	\$82,000
- J. Resolution to approve the Program Year 2022 High Intensity Drug Trafficking Area (HIDTA) subrecipient agreement between Oakland County and the City of Birmingham. Further, to authorize the Mayor to sign the agreement on behalf of the City.
- K. Resolution to approve the purchase of (2) 2023 GMC Yukon 4wd SLE utility vehicles from Todd Wenzel Buick GMC of Westland, located at 35100 Ford Rd, Westland, MI 48185, under the State of Michigan MiDeal extendable purchasing contract #071B7700184, in the amount not to exceed \$93,666.70 for both vehicles. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Public Hearing for 2022 Cape Seal Program, Hearing of Necessity for Special Assessment District
 - 1. Resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits that will be derived for the properties within such assessment district. The City Commission further directs the Manager and City staff to follow all the prescribed requirements and steps detailed in City Code Chapter 94 for Special Assessments. The Special Assessment District shall include all properties within the following district of 198 parcels within the 2022 Cape Seal Program project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton.

And, the City Commission will meet on Monday, September 19, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for cape-seal for the 198 parcels within the 2022 Cape Seal Program project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton and Eton.
- B. Resolution to direct the Historic District Study Committee to begin preparation of a preliminary Historic District Study Committee report for 1238 Buckingham pursuant to Section 127-4 of the Birmingham Code of Ordinances.
- C. 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.
- D. Commission discussion on items from a prior meeting:
None

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intent to Appoint: Board of Zoning Appeals
 - 2. Notice of Intent to Appoint: Multi Modal Transportation Board
 - 3. Notice of Intent to Appoint: Birmingham Shopping District
 - 4. Notice of Intent to Appoint: Alternate Hearing Officer
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
 - 1. Greenwood Cemetery Advisory Board Annual Report

- D. Legislation
 - E. City Staff
- INFORMATION ONLY

XI. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760
You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

*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).*

Birmingham City Commission - Workshop Meeting Minutes
Wednesday, August 24, 2022
Baldwin Public Library – 300 W. Merrill – Rotary Room
6:00 P.M.
Vimeo Link: <https://vimeo.com/742827876>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Therese Longe called the meeting to order at 6:00 p.m.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain

Absent: Commissioner Schafer

Administration: City Clerk Bingham, Assistant City Manager Ecker, Assistant to the City Manager Fairbairn, City Attorney Kucharek, City Manager Markus

Strategic Planning Facilitator:
Lew Bender

III. PRESENTATION & DISCUSSION

Dr. Bender outlined the strategic planning process, noted he would be providing written reports on the process, and facilitated the discussion. He explained master plans focus on land use while strategic plans are about addressing the City's challenges and leveraging its opportunities more broadly.

In reply to Dr. Bender, Commissioners and Staff described the City's strengths, weaknesses, opportunities, and challenges.

Dr. Bender then provided the Commissioners with a prompt, asking them to imagine what relationships with other communities, public-private partnerships, structures, staffing, or other community aspects they would show Dr. Bender if they were giving him a tour of Birmingham in about five years' time.

He advised them to keep their focus realistic and achievable. Dr. Bender divided the Commissioners into two groups to discuss the prompt, and asked CM Markus, ACM Ecker, and Mayor Longe to move between the groups.

Dr. Bender then asked the groups to present the themes from their respective discussions.

Some themes the Commissioners described included:

- A new, expanded, and financially sustainable senior center with accessible parking, extended hours of operation, well-prepared staff, and members from all the surrounding communities;
- A completed downtown streetscape;
- Land use ordinances that balance new development and incentives to renovate existing homes;
- Some neighborhoods with mixed-use aspects and the continued redevelopment of many of the neighborhoods;
- More affordable housing and more visitors and residents of a wider diversity of cultures and backgrounds;
- A Woodward Avenue that has made some progress towards a road diet, has well-marked crosswalks with crossing flags, and has pedestrian-scale development at the intersections with other roads;
- Some progress towards increased connections between the east and west sides of the City;
- Progress in the Triangle District, including a lack of any blighted or abandoned properties;
- More community events, including programming for children and families, occasional street parties, and celebrations of the culinary arts in the City;
- A generally increased sense of community;
- Park improvements that were funded by the City's Park Bond;
- The City's attractiveness to builders and developers who want to work in partnership with the City and who adhere to the City's codes and ordinances;
- A balance of the rights of builders and developers and homeowners in the City; and,
- Having maintained all of Birmingham's previous successes thus far.

In reply to Dr. Bender, the Commissioners noted that there was a lot of overlap between the two groups' themes.

Dr. Bender said he would write up a report of these themes and then would provide the document to AtCM Fairbairn for corrections to nomenclature before distribution.

The Commission and Staff then discussed ways of encouraging the public to attend the public engagement session.

AtCM Fairbairn described the City's communication capacities for publicizing the public engagement session. She noted that the City would also be encouraging individuals to invite their friends and neighbors to attend.

Dr. Bender also encouraged the Commissioners to promote the public engagement session via word-of-mouth.

It was mentioned that one of the breakout groups could possibly be on Zoom so that members of the public who could not attend in person could still participate.

In reply to Commissioner inquiry, Dr. Bender stated that in strategic planning sessions with other municipalities, new themes do arise from the public engagement sessions, but generally the themes often resemble Commission comments.

In reply to Dr. Bender, the Commissioners and Staff shared their closing thoughts.

IV. PUBLIC COMMENT

Paul Reagan and Gordon Rinschler both provided public comment and noted the importance of the senior center in terms of building community.

Cris Braun, Director of NEXT, also spoke about the importance of the senior center in terms of building community.

V. ADJOURN

Seeing no further comment, Mayor Longe adjourned the meeting at 8:27 p.m.

Alexandria Bingham
City Clerk



Laura Eichenhorn
City Transcriptionist

Birmingham City Commission Minutes

August 29, 2022

Municipal Building, 151 Martin

7:30 p.m.

Vimeo Link: <https://vimeo.com/744381102>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain
Commissioner Schafer

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Police Chief Clemence, Senior Planner Cowan, Planning Director Dupuis, Finance Director Gerber, City Attorney Kucharek, Assistant City Engineer Zielinski

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

Announcements

- The City continues to recommend the public wear masks while attending City meetings. All City employees, commissioners, and board members must wear a mask while indoors because adequate ventilation cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the November 8, 2022 State General Election. Absentee Ballots are tentatively scheduled to be mailed out the last week of September. If you have already turned in your application to receive a November absentee ballot and need to change the mailing location, please contact the Clerk's office as soon as possible. To review your specific voting information, request an absentee ballot, or update your voter name or address go to mi.gov/vote. The online and mail voter registration deadline is October 24th. After October 24th new voters must register in person at the clerk's office.
- National Recovery Month Proclamation
- Village Players Proclamation
- Timothy J. Currier Proclamation

Appointments

Maria Chirco was unable to be present for her interview for appointment to the Board of Review. Given that Ms. Chirco would be a new appointee, it was decided that her interview would be rescheduled.

08-215-22 Appointment of Kevin Kozlowski to the Advisory Parking Committee

The Commission interviewed Kevin Kozlowski for the appointment.

MOTION: Nomination by MPT Boutros:

To appoint Kevin Kozlowski to the Advisory Parking Committee as a regular member who is a resident shopper to serve a three-year term to expire September 1, 2025.

VOICE VOTE: Ayes, MPT Boutros
 Commissioner Baller
 Commissioner McLain
 Commissioner Schafer
 Commissioner Host
 Mayor Longe
 Commissioner Haig

Nays, None

08-216-22 Appointment of Lisa Silverman to the Advisory Parking Committee

The Commission interviewed Lisa Silverman for the appointment.

MOTION: Nomination by Commissioner Host:

To appoint Lisa Silverman to the Advisory Parking Committee as a regular member who is a resident to serve a three-year term to expire September 1, 2025.

VOICE VOTE: Ayes, MPT Boutros
 Commissioner Baller
 Commissioner McLain
 Commissioner Schafer
 Commissioner Host
 Mayor Longe
 Commissioner Haig

Nays, None

08-217-22 Appointment of Larry Lyng as the Hearing Officer

The Commission interviewed Larry Lyng for the appointment.

MOTION: Nomination by Commissioner Host:

To appoint Larry Lyng as the Hearing Officer to serve a three-year term to expire June 30, 2025.

VOICE VOTE: Ayes, MPT Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

08-218-22 Appointment of Richard Lilley to the Board of Zoning Appeals

The Commission interviewed Richard Lilley for the appointment.

MOTION: Nomination by Commissioner Haig:
To appoint Richard Lilley to the Board of Zoning Appeals as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 18, 2023.

VOICE VOTE: Ayes, MPT Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

08-219-22 Appointment of Erica Ahmed to the Triangle District Corridor Improvement Authority

The Commission interviewed Erica Ahmed for the appointment.

MOTION: Nomination by Commissioner McLain:
To appoint Erica Ahmed to the Triangle District Corridor Improvement Authority as a member with ownership or business interest in property located in the Development Area to serve the remainder of a four-year term to expire December 15, 2023.

VOICE VOTE: Ayes, MPT Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

08-220-22 Appointment of Harry Awdey to the Brownfield Redevelopment Authority

Mr. Awdey was unable to attend. The Commission chose to proceed given that the application was for a reappointment.

MOTION: Nomination by MPT Boutros:

To appoint Harry Awdey as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2025.

VOICE VOTE: Ayes, MPT Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

CC Bingham swore in the present appointees. It was noted that absent appointees would be sworn in at a later date.

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

Sally Savoy, representative for Village Players, thanked the Commission for the proclamation.

V. CONSENT AGENDA

08-221-22 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Baller: Item H – Approving The Sculpture Donations Of “Untitled #1” and “Untitled #2” by Hank Marx to be Installed at Martha Baldwin Park

Item I – Approving The Sculpture Donation of “Khyber” by Tom Fitzgerald, Donated By Carolle Baskin, to be Installed at Fairway Park

MOTION: Motion by Commissioner Baller, Commissioner Host:

To approve the Consent Agenda excluding Items H and I.

ROLL CALL VOTE: Ayes, Commissioner Baller
MPT Boutros
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

A. Resolution to approve the City Commission meeting minutes of August 15, 2022.

- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 17, 2022, in the amount of \$8,340,531.37.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 24, 2022, in the amount of \$1,075,548.31.
- D. Resolution to approve the purchase of the Nutanix expansion for the Hyper-converged infrastructure from CDWG at total cost not to exceed \$33,608.00. Funds are available in the Machinery and Equipment fund account #636.0-228.000-971.0100.
- E. Resolution to approve the First Amendment Software Agreement between the City and Sensus (needed to initiate the software upgrade),

AND

Resolution to approve an agreement with ETNA Supply Company for the one-time Sensus Meter System Upgrade and the year one hosting fee totaling (\$82,450) and to approve the annual web hosting fees to be paid over the following four years as cited below. Funding will be available in account number 591-537.001-811.0000 for the system upgrade and annual costs; further, to approve the appropriation and amendment to the fiscal year 2022 thru 2027 Water Fund budget as follows:

Expenses:

Fiscal Year 2022-2023

591-537.001-811.0000	One-time Upgrade Fee	\$49,000
591-537.007-811.0000	Fiscal Year 2022-2023 Annual Hosting Fee	<u>\$33,450</u>
		\$82,450

Upcoming Annual Cost Schedule

Fiscal Year 2023-2024	Annual Hosting Fee	\$35,210
Fiscal Year 2024-2025	Annual Hosting Fee	\$37,070
Fiscal Year 2025-2026	Annual Hosting Fee	\$39,020
Fiscal Year 2026-2027	Annual Hosting Fee	<u>\$41,070</u>
Four-Year Total		\$152,370

And further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

- F. Resolution confirming the City Manager’s authorization for the emergency expenditure related to the repair of a brick wall on the east side entrance of the Park Street Structure by Pullman SST Inc. for a cost not to exceed \$8,400.00 to be charged to the Automobile Parking System Fund, Park Street Structure Building Maintenance Account #514.1-594.003-930.0500. Furthermore, to direct the City Attorney to continue to seek restitution from the responsible driver’s insurance company for \$8,400.00.
- G. Resolution approving the purchase of two (2) 2022 Chevrolet Tahoe vehicles for \$40,466 each, from Berger Chevrolet located at 2525 28th Street S.E., Grand Rapids, MI 49512, under the State of Michigan MiDeal extendable purchasing contract #071B7700184, in the amount not to exceed \$80,932 for both vehicles. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #641-441.006.971.0100.
- J. Resolution to move the third strategic planning workshop from September 27, 2022 to October 11, 2022 at 7 p.m.

- K. Resolution to appoint City Engineer Melissa Coatta as Representative of the City of Birmingham on the SOCWA Board of Trustees for the remainder of the 2022/2023 fiscal year.
- L. Resolution to accept the resignation of Caitlin Rosso from the Museum Board, to thank her for her service and to direct the City Clerk to begin the process of filling the vacancy.

08-222-22 (Items H And I) Approving The Sculpture Donations of "Untitled #1" and "Untitled #2" by Hank Marx to be Installed at Martha Baldwin Park and "Khyber" by Tom Fitzgerald, Donated By Carolle Baskin, to be Installed at Fairway Park

Commissioner Baller thanked the donors for their donations.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To approve the sculpture donations of "Untitled #1" and "Untitled #2" by Hank Marx to be installed at Martha Baldwin Park

AND

To approve the sculpture donation of "Khyber" by Tom Fitzgerald, donated by Carolle Baskin, to be installed at Fairway Park.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

08-223-22 Public Hearing – Confirming Roll for Westwood Cape-Seal Treatment Special Assessment District #898

The Mayor opened the public hearing at 7:54 p.m.

FD Gerber introduced the item. ACE Zielinski presented the item.

Public Comment

Brock Rooney, resident of Westwood: requested an explanation of the cost increase for this project relative to a similar project that occurred in 2019; said the City should be paying for the capesealing in this case since the City was initiating the water and sewer repairs; said that crosswalks should be assessed to the City alone; said that this project should be bid out as part of a larger capeseal project in an attempt to lower assessment costs; and, said he was concerned that the contractor would bid the residential assessment portions of the project at a higher cost than the portions of the project to be assessed to the City.

In reply to an inquiry from Mr. Rooney, FD Gerber and ACE Zielinski confirmed that it was be the City's intent to postpone assessing the residents until the final costs are confirmed.

Mr. Rooney requested that language be included in the motion either to that effect or stating that costs would not be assessed until the project is completed.

Corey Holter, resident of Westwood: asked whether it would be more efficient to combine this project with the project on Westwood between Raynale and Redding and Glenhurst between Raynale and Redding; and, noted the crosswalks at Oak and Westwood were redone in the last two years and made ADA-compliant.

Seeing no further public comment, the Mayor closed the public hearing at 8:08 p.m.

The Commission had no questions for Staff.

MOTION: Motion by MPT Boutros, seconded by Commissioner Baller:
To confirm the entire resolution for the special assessment roll 898 as indicated in the staff report.

CA Kucharek confirmed for Commissioner McLain that payments would not become due before construction because the resolution specified that 'payment of the cost thereof to be made after the time of construction' and that 'said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement'.

CM Markus noted that it was necessary for the roll to show up as pending in a title search for the affected properties so that a person searching is made aware.

In reply to Commissioner Host, ACE Zielinski stated that changes to the grade of the road were necessitating changes to the crosswalks at Oak and Westwood.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

08-224-22 Public Hearing – Confirming Roll for Westwood, Raynale and Oak Sewer and Water Lateral Replacement Special Assessment District #898S and #898W

The Mayor opened the public hearing at 8:13 p.m.

FD Gerber presented the item.

Public Comment

Mr. Rooney contended that sidewalk improvements should not be assessed to residents per the City's documentation. He also reiterated that the City should bear the cost of repairing the road surfaces since the City is initiating the water and sewer repairs.

Seeing no further public comment, the Mayor closed the public hearing at 8:16 p.m.

The Commission had no questions for Staff.

MOTION: Motion by MPT Boutros, seconded by Commissioner Baller:
To confirm the entire resolution for special assessment rolls 898S and 898W as indicated in the staff report.

MPT Boutros commended Staff for their work on this process.

Commissioner Host said a resident's previous comments that sewer replacements should be bonded for the sake of equity was worth exploring further.

CM Markus explained why using a bond would not increase equity in sewer replacement costs.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

**08-225-22 Public Hearing - Request to Rezone - 695 W. Brown - parcel #
08-19-36-151-027 from R8 Attached Single-Family Residential to R2
Single-Family Residential on Watkins Street**

The Mayor opened the public hearing at 8:20 p.m.

SP Cowan presented the item.

Rick Rattner, attorney for the applicant, spoke on behalf of the request.

Public Comment

Martin McGough, resident of Watkins, said the Mayor and the architect for the project had the same last name and asked if there was any relation.

Mayor Longe noted that the architect for the project was Brian Neeper, who neither shares a last name with or has any relation to the Mayor or her spouse.

In reply to Mr. McGough, SP Cowan said this rezoning and the proposed lot split would not result in a non-conforming lot.

Gerald Seizert, resident of W. Brown, described a proposal from some of the lot's neighbors to purchase 695 W. Brown and to leave it as open space. He asked for the Commission's support for that proposal and

asked that the request from the owners of 695 W. Brown be either postponed or denied.

Seeing no further public comment, the Mayor closed the public hearing at 8:36 p.m.

Staff answered informational questions from the Commission.

In reply to the Mayor, CA Kucharek confirmed that by right the owner of 695 W. Brown could construct three attached units on the property. If the rezoning and lot split were granted, the developer would be able to construct a single family home on the property.

CA Kucharek also advised the Commission that:

- The issues described by the tenants of the condo association regarding the developer were not part of the Commission's purview; and,
- The Commission could not prevent the owner of 695 W. Brown from doing anything the owner is permitted to do by right. Accordingly, the Commission could not require the developer maintain the property as green space.

In reply to a comment from Commissioner Haig, both CA Kucharek and CM Markus noted that if the error had not occurred at the County level the present requests from the developer still could have occurred, albeit in a different order. CM Markus said that if the parcel meets the requirements for rezoning to R2, the rezoning would allow the parcel to be used as it was likely contemplated by the City and by the neighborhood.

Commissioner Baller offered his support for the rezoning. He stated that the developer initially planned to build a single family home on this lot. He noted that while the City was unlikely to purchase this lot and make it a park, private residents or entities were entitled to do so. When deciding between single family and single family attached, Commissioner Baller said this parcel was better suited to single family. He noted that neighbors of the parcel have varied their perspectives on this matter over time.

The Mayor noted that the Commission had to determine whether it agreed with the Planning Board that the proposed rezoning met the five requisite criteria.

Commissioner Haig opined that neither zoning option for this parcel was ideal, and that the Commission had to select the more appropriate option. He said that a rezoning to R2 was more appropriate than maintaining the zoning at R8.

MOTION: Motion by MPT Boutros, seconded by Commissioner Host:
To adopt an ordinance amendment to rezone a portion of 695 W. Brown, parcel #19-36-151-027, from R8 Attached Single Family to R2 Single Family Residential.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Baller
Commissioner McLain
Commissioner Schafer
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

**08-226-22 Public Hearing – Proposed Lot Division on Watkins and Brown St. - 695
W. Brown Street, parcel # 19-36-159-009 & parcel # 19-36-151-027**

The Mayor opened the public hearing at 8:54 p.m.

SP Cowan presented the item.

Seeing no public comment, the Mayor closed the public hearing at 8:56 p.m.

The Commission had no questions or comments on the item.

MOTION: Motion by MPT Boutros, seconded by Commissioner Baller:
To approve the lot division of 695 W. Brown, parcel # 19-36-159-009 & parcel # 19-36-151-027.

Commissioner Baller stated his support for the motion.

ROLL CALL VOTE: Ayes, MPT Boutros
 Commissioner Baller
 Commissioner McLain
 Commissioner Schafer
 Commissioner Host
 Mayor Longe
 Commissioner Haig

Nays, None

**08-227-22 Designation of Voting Delegate(s) for the Michigan Municipal League
Annual Meeting**

CM Markus noted that one need not be a Commissioner to serve as an official voting delegate.

The Mayor recommended that CM Markus serve as the official voting delegate, with Commissioner Host serving as the alternate delegate.

MOTION: Motion by MPT Boutros, seconded by Commissioner McLain:
To appoint City Manager Markus as the City of Birmingham’s official voting delegate and Commissioner Host as the alternate delegate, for the Michigan Municipal League Annual Meeting to be held in Muskegon, Michigan on October 19, 2022.

VOICE VOTE: Ayes, MPT Boutros
 Commissioner Baller
 Commissioner McLain
 Commissioner Schafer
 Commissioner Host
 Mayor Longe
 Commissioner Haig

Nays, None

Commission Items for Future Discussion

Commission Discussion On Items From A Prior Meeting

1. Birmingham Country Club – Pickleball

PD Dupuis presented the item.

Staff answered informational questions from the Commission.

Commissioner Host commended Staff for the thoroughness of their research and presentation.

In reply to Commission and Staff inquiry, Dan O'Hara, representative for the Birmingham Country Club (the Club), stated:

- The paddleball courts were moved because of the lighting. Trees were added to the perimeter to prevent light from impacting the neighbors;
- The pickleball courts will not have additional lighting since it is played during the day and they would not be allowed per the zoning ordinance. Arborvitaes will be around the perimeter;
- He would promise that no lights for the pickleball courts would be added later;
- There are no other appropriate locations for the pickleball courts because of the water table and the extant location of the racketsports area;
- On-site parking is provided at the Club, and it is unlikely that someone visiting the Club to play tennis, paddleball, or pickleball would park on the street. On-street parking generally only occurs five weekends a year, as a result of four swim meets and one tennis finals;
- The Club intends to better inform its members that profanity is discouraged;
- It should be anticipated that club members may linger on the courts after they are done playing;
- The Club will be prohibiting the louder pickleball rackets, and will be conducting a sound study and a parking study; and,
- In reply to CM Markus' suggestion, signs will be posted on the court fences reminding club members about types of permitted pickleball rackets, prohibited behaviors, and a reminder that conduct should be respectful of the fact that the courts are located adjacent to a neighborhood.

Eric Miles, architect for the Club, estimated that the Club is approximately 160 acres.

CM Markus also recommended that the Club begin meeting occasionally with its neighbors to try and resolve any issues that may arise.

In reply to the Mayor, CM Markus stated he could draft a letter to Bloomfield Township (the Township) outlining commitments made by the Club's representatives and Birmingham residents' concerns.

Public Comment

Susan Randall, resident of Saxon, described her concerns regarding noise from pickleball, speeding, and on-street parking in the neighborhood. She stated there was a petition regarding some of the issues she raised.

Maureen Field, resident of Norfolk, described her concerns regarding the lights, on-street parking on nearby streets, and noise from pickleball. She asked the City to advocate on behalf of its residents directly with the Township in addition to sending a letter.

Bryan Williams, resident of Latham, concurred with Ms. Randall and Ms. Field that the neighborhood has noise issues.

Seeing no further public comment, discussion returned to the Commission.

Commissioner Haig recommended residents take photographs of parking issues in order to provide evidence of the issues.

Commissioner Schafer stated the Club could discourage its members from parking on the adjacent streets in the spirit of being good neighbors.

Commissioner Host opined that the Club could likely locate the courts away from the neighboring residences. He recommended that the City continue to advocate for the neighboring Birmingham residents' interests.

2. Traffic Calming Measures – Speed Tables/Speed Humps

PC Clemence presented the item.

Staff answered informational questions from the Commission.

Commissioner Haig said he would support doing a study of speed tables on Ruffner because of the cut-through traffic and more generally increased traffic calming measures.

Commissioner Baller said cut-through traffic and speeds are one of the most consistent issues raised by constituents. He concurred with Commissioner Haig that increased efforts to calm traffic would be worthwhile.

PC Clemence explained that adding superfluous stop signs tends to actually increase speeds in the area. He explained that the Police Department follows engineering standards to guide where to add stop signs.

Commissioner McLain concurred with Commissioners Haig and Baller about the need for increased traffic calming measures.

PC Clemence said Police would meet with Staff, City consultants, and the Multi-Modal Transportation Board to see where speed tables might be appropriate.

Public Comment

Mr. Williams said there should be a stop sign heading east on Norfolk. Citing speeding, he requested increased traffic enforcement along Norfolk and Latham.

A resident opined that regular traffic enforcement is more effective than speed bumps.

Ms. Randall said the residents of Saxon were promised that a white '25' would be painted on 14 Mile Road heading west when the speed limit changes from 35 miles per hour to 25 miles per hour. She also said the paint frequently erodes from the crosswalk at Latham and Saxon. She asked that the City address both issues.

08-228-22 Closed Session Pursuant to MCL § 15.268 Sec. 8(e) of the Open Meetings Act and Pursuant to MCL § 15.268 Sec. 8(h) of the Open Meetings Act

MOTION: Motion by Commissioner Host, MPT Boutros:
To meet in closed session to discuss pending litigation pursuant to MCL § 15.268 Sec. 8(e) of the Open Meetings Act regarding John Reinhart, et al the v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG.

AND

To meet in closed session to discuss a written attorney/client privilege communication pursuant to MCL § 15.268 Sec. 8(h) of the Open Meetings Act.

ROLL CALL VOTE: Ayes, Commissioner Baller
MPT Boutros
Commissioner Schafer
Commissioner Host
Commissioner Haig
Mayor Longe
Commissioner McLain

Nays, None

The Commission went into closed session at 10:14 p.m.

The Commission returned from closed session at 10:32 p.m.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

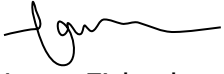
X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Museum Board
 - B. Commissioner Comments
 - C. Advisory Boards, Committees, Commissions' Reports and Agendas
 - D. Legislation
 - E. City Staff
 - 1. City Manager's Report
- INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 10:32 p.m.

Alexandria Bingham
City Clerk



Laura Eichenhorn
City Transcriptionist

City of Birmingham
Warrant List Dated 08/31/2022

Meeting of 09/12/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
287510	*	MISC	MICHELLE BIERZYNSKI	5,833.81
287511		004877	AASLH	118.00
287512	*	006759	AT&T	287.97
287513	*	006759	AT&T	2,498.95
287514		003703	AT&T MOBILITY	791.98
287515	*	007129	BELFOR PROPERTY RESTORATION	27,704.60
287518		009286	BLACK CLOVER ENTERPRISES LLC	343.25
287519		003526	BOUND TREE MEDICAL, LLC	892.38
287520		005717	BSB COMMUNICATIONS, INC.	217.50
287521		008658	BWMS-BLUE WATER MGMT INC	825.00
287522		003907	CADILLAC ASPHALT, LLC	1,302.97
287523		008385	CALLAWAY GOLF	245.10
287524	*	009078	CANON SOLUTIONS AMERICA INC	163.20
287526		007732	CAPITAL TIRE, INC.	1,251.36
287527	*	MISC	CAROL ANN OWENS	350.00
287528		008959	CASS COLLISION CLAWSON, INC	2,546.79
287529	*	000444	CDW GOVERNMENT INC	897.08
287531		000605	CINTAS CORPORATION	204.76
287532		000605	CINTAS CORPORATION	26.60
287534	*	000912	MARK CLEMENCE	323.73
287535		002234	CMP DISTRIBUTORS INC	52.80
287536		009167	COL'S FAMILY RESTAURANT	119.50
287537	*	008955	COMCAST	511.52
287538		000979	COMERICA BANK	15,684.99
287539	*	000627	CONSUMERS ENERGY	183.69
287540		008512	COOL THREADS EMBROIDERY	2,034.00
287542	*	009529	DAVEY RESOURCE GROUP, INC.	2,275.00
287543		009309	DEALER AUTO PARTS	35.14
287544		001454	DOUGLAS CLEANERS INC.	47.50
287546	*	000179	DTE ENERGY	23.71
287547	*	000179	DTE ENERGY	754.20
287548	*	000179	DTE ENERGY	18.92
287549	*	000179	DTE ENERGY	2,193.41
287550	*	000179	DTE ENERGY	123.06
287551	*	000179	DTE ENERGY	426.30
287552	*	000179	DTE ENERGY	8,494.91
287553	*	000179	DTE ENERGY	1,310.29
287554	*	000179	DTE ENERGY	3,438.77
287555	*	000179	DTE ENERGY	2,135.08
287556	*	000179	DTE ENERGY	14.76
287557	*	000179	DTE ENERGY	1,020.44
287558	*	000179	DTE ENERGY	15.54

City of Birmingham
Warrant List Dated 08/31/2022

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Check Number	Early Release	Vendor #	Vendor	Amount
287559	*	000179	DTE ENERGY	16.58
287560	*	000179	DTE ENERGY	369.88
287561	*	000179	DTE ENERGY	37.03
287562	*	000179	DTE ENERGY	296.00
287564	*	000179	DTE ENERGY	28.62
287565		002704	MICHAEL J DUL & ASSOC INC	29,104.75
287566	*	007505	EAGLE LANDSCAPING & SUPPLY	59.34
287567	*	000936	FEDEX	80.90
287569	*	001771	GOLF ASSOC. OF MICHIGAN	100.00
287570	*	004604	GORDON FOOD	1,302.34
287571		009275	GREAT LAKES COCA-COLA DISTRIBUTION	449.15
287572	*	008007	GREAT LAKES WATER AUTHORITY	8,162.40
287574		001447	HALT FIRE INC	98.78
287575	*	001956	HOME DEPOT CREDIT SERVICES	398.00
287576		008433	INFO TECH INC	1,200.00
287577	*	009516	HOWARD JACOBS	135.68
287578	*	MISC	JENNIFER RUKS	500.00
287579		003366	JOE'S ARMY NAVY	63.35
287580		004088	KGM DISTRIBUTORS INC	180.00
287581	*	000362	KROGER COMPANY	483.53
287582		007985	L.E.O.R.T.C.	95.00
287583		009375	LITHIA MOTORS, INC SUPPORT SERVICES	13.75
287585	*	005634	GINA MOODY	120.98
287586	*	000477	OAKLAND COUNTY	8,997.52
287587		008669	OHM ADVISORS INC	16,466.25
287588	*	MISC	PCI INDUSTRIES	360.00
287589		009324	PULLMAN SST INC	109,292.50
287590	*	009324	PULLMAN SST INC	25,213.35
287591	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
287592	*	002675	RESERVE ACCOUNT	500.00
287593		002566	REYNOLDS WATER	224.95
287594	*	007507	RIEDEL SHOES INC	4,984.11
287595	*	000218	ROYAL OAK P.D.Q. LLC	19.24
287596		007907	SP+ CORPORATION	3,850.00
287596	*	007907	SP+ CORPORATION	1,375.00
287597		000260	SPARTAN DISTRIBUTORS INC	382.98
287598	*	MISC	TIMOTHY & CATHERINE PALMER	8,025.52
287599	*	004379	TURNER SANITATION, INC	320.35
287600		009081	TYLER TECHNOLOGIES INC	95.00
287601		007226	VALLEY CITY LINEN, INC	112.05
287602	*	000293	VAN DYKE GAS CO.	56.18
287603		000931	VARSITY SHOP	25.56
287604	*	000158	VERIZON WIRELESS	459.49

City of Birmingham
Warrant List Dated 08/31/2022

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Check Number	Early Release	Vendor #	Vendor	Amount
287605	*	000158	VERIZON WIRELESS	975.81
287606	*	004497	WATERFORD REGIONAL FIRE DEPT.	175.00
287607		001490	WEST SHORE FIRE INC	659.32
287608	*	009377	Z CONTRACTORS, INC	41,150.95
287609	*	BDREFUND	MARK AND MARY ALHERMIZI FAMILY TRST	40,000.00
SUBTOTAL PAPER CHECK				\$394,785.60
<u>EFT TRANSFER</u>				
" "		009481	PREMIUM DISTRIBUTORS	492.93
SUBTOTAL EFT TRANSFER				\$492.93
<u>ACH TRANSACTION</u>				
5933		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	8,025,869.14
5934		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	15,215,202.05
5938	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	31,039.24
5939		009126	AMAZON CAPITAL SERVICES INC	930.83
5940	*	008655	ANGELO IAFRATE CONSTRUCTION	1,372,516.59
5941	*	000518	BELL EQUIPMENT COMPANY	5,317.71
5942		006683	BIRMINGHAM LAWN MAINTENANCE, INC	254.00
5943		009183	BOB ADAMS TOWING	1,140.00
5944	*	008983	BRENNA SANDLES	215.25
5945		007875	CANFIELD EQUIPMENT SERVICE INC.	1,231.44
5946	*	009432	CITY OF BIRMINGHAM #249	152,501.85
5947		002668	CONTRACTORS CLOTHING CO	130.50
5948		001367	CONTRACTORS CONNECTION INC	91.35
5949	*	000565	DORNBOS SIGN & SAFETY INC	122.75
5950	*	000995	EQUATURE	4,868.71
5951	*	007314	FLEIS AND VANDENBRINK ENG. INC	3,547.50
5952		000217	FOUR SEASON RADIATOR SERVICE INC	1,089.00
5953	*	000243	GRAINGER	393.19
5954		008293	GRAINGER, INC	1,264.52
5955	*	001672	HAYES PRECISION INC	85.50
5956		000331	HUBBELL ROTH & CLARK INC	158,092.27
5957		000261	J.H. HART URBAN FORESTRY	27,435.25
5958		009298	JCR SUPPLY INC	149.46
5959	*	003458	JOE'S AUTO PARTS, INC.	74.43
5960	*	007827	HAILEY R KASPER	129.00
5961	*	000795	LIBRARY DESIGN ASSOCIATES, INC.	21,465.00
5962	*	007977	KAREN LINGENFELTER	371.25
5963	*	009370	MICHAEL SIMON	202.50
5964	*	000377	MICHIGAN MUNICIPAL LEAGUE	25.00
5965	*	001194	NELSON BROTHERS SEWER	2,115.00
5966	*	002767	OSCAR W. LARSON CO.	225.00
5967	*	000897	PRINTING SYSTEMS INC	100.61

City of Birmingham
Warrant List Dated 08/31/2022

Meeting of 09/12/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5968	*	000897	PRINTING SYSTEMS INC	165.75
5969	*	000897	PRINTING SYSTEMS INC	1,213.99
5970	*	000897	PRINTING SYSTEMS INC	1,717.96
5971	*	000897	PRINTING SYSTEMS INC	1,715.85
5972	*	000897	PRINTING SYSTEMS INC	103.02
5973	*	000897	PRINTING SYSTEMS INC	49.08
5974	*	000897	PRINTING SYSTEMS INC	1,713.60
5975	*	000897	PRINTING SYSTEMS INC	243.08
5976	*	000897	PRINTING SYSTEMS INC	2,210.87
5977	*	000897	PRINTING SYSTEMS INC	313.34
5978		001062	QUALITY COACH COLLISION	2,196.00
5979	*	000478	ROAD COMM FOR OAKLAND CO	3,036.99
5980	*	001181	ROSE PEST SOLUTIONS	47.00
5981		009347	SAFELITE FULFILLMENT, INC	711.86
5982	*	003785	SIGNS-N-DESIGNS INC	286.00
5983		005787	SOUTHEASTERN EQUIPMENT CO. INC	221,789.42
5984	*	001255	TEKNICOLORS INC	199.96
5985		000273	TERMINAL SUPPLY CO.	374.58
5986	*	002974	VILLAGE OF BEVERLY HILLS	2,024.00
SUBTOTAL ACH TRANSACTION				\$25,268,308.24
GRAND TOTAL				\$25,663,586.77

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



Mark Gerber
 Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 09/07/2022

Meeting of 09/12/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
287610	*	MISC	A.M. LEONARD INC	104.19
287612	*	007329	ALL AMERICAN ARENA PRODUCTS LLC	2,090.44
287613	*	008015	ALL PHASE LOCK AND SAFE	160.00
287614		BDREFUND	AMCHESLAVSKY, ALAN	2,500.00
287615		000167	ANDERSON ECKSTEIN WESTRICK INC	2,010.50
287616		BDREFUND	ARMANDO GIUSEPPE INC	200.00
287618		BDREFUND	BABI CONSTRUCTION INC	2,500.00
287620		BDREFUND	BASEMENT CRACKS & LEAKS/METRO	100.00
287621		BDREFUND	BCD CONSTRUCTION LLC	200.00
287623		MISC	BEDROCK EXPRESS, LTD	1,905.69
287624		007129	BELFOR PROPERTY RESTORATION	1,591.00
287625		002231	BILLINGS LAWN EQUIPMENT INC.	443.49
287627		BDREFUND	BISON PLUMBING INC	13.18
287628		BDREFUND	BLOOMINGDALE HOMES INC	4,000.00
287629		BDREFUND	BLS ROOFING	100.00
287630		BDREFUND	BLUMKE INSTALLATIONS	100.00
287631		BDREFUND	BRANDYWINE CONSTRUCTION LLC	813.18
287632		BDREFUND	BRUTTELL ROOFING INC	100.00
287635		003907	CADILLAC ASPHALT, LLC	871.09
287636	*	008082	CAMFIL USA INC	3,044.91
287639	*	000444	CDW GOVERNMENT INC	1,992.39
287640		BDREFUND	CEDAR PRESERVATION SYSTEMS LLC	100.00
287641		000605	CINTAS CORPORATION	165.64
287642		004188	COFFEE BREAK SERVICE, INC.	88.25
287642	*	004188	COFFEE BREAK SERVICE, INC.	151.25
287644	*	008955	COMCAST	261.14
287645		007774	COMCAST BUSINESS	1,249.82
287648		008512	COOL THREADS EMBROIDERY	104.99
287649	*	005108	CORELOGIC TAX SERVICE	66,251.27
287650		BDREFUND	CREATIVE BRICK PAVING & LANDSCAPING	200.00
287651		BDREFUND	CREGGER SERVICES INC	1,392.84
287652		BDREFUND	DA BEST PLUMBING	65.00
287653		BDREFUND	DEGRAFF TRUSTEE, DRIEKA G	809.46
287654	*	000177	DELWOOD SUPPLY	15.82
287656		BDREFUND	DESAI, ANKIT	100.00
287658		BDREFUND	DIDONATO, NICOLE	100.00
287659		BDREFUND	DOUGLAS, ALEXIS YVONNE	906.59
287660		000190	DOWNRIVER REFRIGERATION	461.40
287662		007506	DST GLOBAL SERVICES	1,050.00
287663		009340	DVM UTILITIES	5,156.00
287664		BLREFUND	EA GRAPHICS	130.00
287665		007505	EAGLE LANDSCAPING & SUPPLY	140.00

City of Birmingham
Warrant List Dated 09/07/2022

Meeting of 09/12/2022

Check Number	Early Release	Vendor #	Vendor	Amount
287666	*	009100	ENZO WATER SERVICE	880.00
287667		001495	ETNA SUPPLY	35,552.08
287668		BDREFUND	EVOLUTION POOLS	1,000.00
287670		BDREFUND	FINISHED BASEMENTS PLUS LLC	353.75
287671		BDREFUND	FORTUNA CONSTRUCTION	100.00
287672	*	BDREFUND	FRIEDMAN REAL ESTATE	500.00
287673		BDREFUND	GOLDBERG ELECTRIC	682.00
287674		005103	GORNO FORD, INC.	40,605.00
287676	*	001377	HAGOPIAN CLEANING SERVICES	100.00
287678	*	001956	HOME DEPOT CREDIT SERVICES	673.84
287679		BDREFUND	HRH CONSTRUCTION LLC	2,000.00
287680		BDREFUND	HUNTER ROBERTS HOMES	1,400.00
287681		000948	HYDROCORP	1,381.00
287682		BDREFUND	IDEAL BUILDERS AND REMODELING INC	15,500.00
287685		BDREFUND	INTERLOCK CONSTRUCTION	100.00
287688		BDREFUND	JEFFREY VAN DREUMEL	200.00
287689		008564	JERRY'S TIRE INC	1,119.44
287691		BDREFUND	Kevin Boydon	100.00
287693		BDREFUND	LAKES DEVELOPMENT GROUP	813.18
287694		009375	LITHIA MOTORS, INC SUPPORT SERVICES	91.88
287695		BDREFUND	LIVE WELL CUSTOM HOME LLC	2,000.00
287696		BDREFUND	LLL INVESTMENTS LLC	551.64
287697		BDREFUND	LYNCH CUSTOM HOMES	900.00
287698		BDREFUND	MAPLE ELM DEVELOPMENT CO II LLC	20,000.00
287699		008793	MERGE MOBILE, INC.	73.00
287700		MISC	MICHIGAN AUTOMATIC SPRINKLERS	375.00
287702	*	006227	MICHIGAN RECREATIONAL CONSTRUCTION	915,582.20
287703		007051	STATE OF MICHIGAN	120.00
287704	*	006461	MID AMERICA RINK SERVICES	2,500.00
287705		BDREFUND	MILLCREEK CONSTRUCTION MGMT CO	200.00
287706		008319	MKSK INC	3,887.50
287707		BDREFUND	MR ROOF HOLDING CO LLC	100.00
287708	*	000668	NATIONAL TIME & SIGNAL CORP	368.60
287709		BDREFUND	NIATSIKAS, KIRIAKOS	100.00
287710		BDREFUND	Nina Campo	100.00
287711	*	004370	OCCUPATIONAL HEALTH CENTERS	256.00
287712	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,583.94
287713		BDREFUND	OFFER & ASSOCIATES INC	200.00
287714		BDREFUND	OGOREK, MICHAEL	100.00
287716		BDREFUND	PANERA BREAD LLC	500.00
287717		003588	PATRIOT 2000 INC.	735.00
287719		BDREFUND	PHILLIPS SIGN & LIGHTING INC	200.00
287721		BDREFUND	PLATON, JOSEPH	259.89

City of Birmingham
Warrant List Dated 09/07/2022

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Check Number	Early Release	Vendor #	Vendor	Amount
287722		BDREFUND	PMS DIVERSIFIED CONSTRUCTION SERVIC	100.00
287724		BDREFUND	PREVAIL BUILDING SERVICES	100.00
287725		009324	PULLMAN SST INC	8,400.00
287726		004137	R & R FIRE TRUCK REPAIR INC	463.00
287727		MISC	RESCUE DIRECT	138.58
287728		BDREFUND	RICHARD JOSEPH CHRISTIE	100.00
287729		BDREFUND	RICHARD KEITH WIAND	1,750.00
287730	*	MISC	ROSS & SUSAN KAPLAN	7,415.05
287731	*	MISC	SAVATREE	5,900.00
287732		BDREFUND	SCHOENHERR HOMES LLC	100.00
287733		008815	SHI INTERNATIONAL CORP.	121.95
287734		BDREFUND	SMOLYANOV HOME IMPROVMENT	200.00
287736		BDREFUND	STEIN, JONATHAN	193.75
287737		000256	SUBURBAN BUICK GMC INC	19.68
287739		006968	SYN-TECH SYSTEMS	58.50
287740		BDREFUND	TEMPLETON BUILDING COMPANY	975.00
287741		BDREFUND	THORNTON & GROOMS INC.	379.56
287742	*	004379	TURNER SANITATION, INC	925.00
287743	*	000293	VAN DYKE GAS CO.	84.27
287745	*	000158	VERIZON WIRELESS	147.69
287746	*	000158	VERIZON WIRELESS	76.02
287747	*	000158	VERIZON WIRELESS	149.76
287748		BDREFUND	WALLSIDE INC	500.00
287751		000299	WEINGARTZ SUPPLY CO.	558.37
SUBTOTAL PAPER CHECK				\$1,186,440.65
<u>ACH TRANSACTION</u>				
5987	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	56,599.81
5988	*	007856	NEXT	325.00
5989	*	008226	KATHERINE ABELA	1,221.00
5990		009126	AMAZON CAPITAL SERVICES INC	0.00
5990	*	009126	AMAZON CAPITAL SERVICES INC	618.74
5991	*	008655	ANGELO IAFRATE CONSTRUCTION	848,898.86
5994	*	007345	BEVERLY HILLS ACE	43.14
5995		006683	BIRMINGHAM LAWN MAINTENANCE, INC	98.00
5996	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	87.96
5998	*	009432	CITY OF BIRMINGHAM #249	94,322.10
5999		002668	CONTRACTORS CLOTHING CO	393.93
6000		001367	CONTRACTORS CONNECTION INC	4,357.50
6001		009181	DELTA TEMP SERVICES INC	2,047.07
6003	*	000243	GRAINGER	268.24
6004		008378	THE HUNTINGTON NATIONAL BANK	51,561.25
6004	*	008378	THE HUNTINGTON NATIONAL BANK	1,346,850.00
6005	*	008851	INSIGHT INVESTMENT	5,383.03

City of Birmingham
Warrant List Dated 09/07/2022

Meeting of 09/12/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6006	*	007870	J.C. EHRLICH CO. INC.	148.03
6007	*	003458	JOE'S AUTO PARTS, INC.	1,806.66
6011	*	006853	PAUL C SCOTT PLUMBING INC	275.00
6013	*	006027	PENCHURA, LLC	240.00
6014	*	001181	ROSE PEST SOLUTIONS	616.00
6016		000254	SOCRRA	82,545.00
6017		000273	TERMINAL SUPPLY CO.	123.40
6018	*	002433	THELMA GOLDEN	38.13
6019	*	004692	TRANSPARENT WINDOW CLEANING	1,400.00
6020		009266	US SIGNAL COMPANY LLC	5,456.63
6021		009128	WITMER PUBLIC SAFETY GROUP INC	371.13
SUBTOTAL ACH TRANSACTION				\$2,506,095.61
GRAND TOTAL				\$3,692,536.26

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

City Clerk's Office

DATE: September 12, 2022

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: 42nd annual Art Birmingham

INTRODUCTION:

The Birmingham Bloomfield Art Center (BBAC) has submitted a Special Event application to hold the 42nd annual Art Birmingham on May 13 and 14, 2023. Setup for the event is scheduled for Friday, May 12, 2023. The event begins at 10 a.m. on Saturday and Sunday and concludes at 6 p.m. on Saturday and 5 p.m. on Sunday. Teardown is scheduled for Sunday, May 14, 2023, from 5 p.m. to 9 p.m.

The event will be located in Shain Park, and will utilize the surrounding streets on Henrietta, Martin, Bates, and Merrill. These streets will be closed during the event. The event is produced by the Guild of Artists & Artisans and is a fundraiser for the Birmingham Bloomfield Art Center.

BACKGROUND:

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

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

Birmingham Farmers Market	Sundays	Parking Lot 6
DPS Open House	TBD	DPS facility
Celebrate Birmingham Parade	May 21	Downtown & Shain Park
Annual Memorial Day service	May 29	Shain Park

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns or objections.

FISCAL IMPACT:

All costs associated with this event will be paid by applicant.

PUBLIC COMMUNICATIONS:

BBAC notified residents and businesses about the details of this event by letter which was mailed before August 30, 2022, at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve a special event permit for the 42nd annual Art Birmingham to be held Saturday, May 13, 2023 from 10 a.m. to 6 p.m. and Sunday, May 14, 2023 from 10 a.m. to 5 p.m. Setup is Friday, May 12 2023 from 5 to 9 p.m., with meters bagged at 3 p.m. Teardown is from 5 -9 p.m. on May 14, 2023.

ATTACHMENTS:

- Special event application
- Notification letter with map of event area distributed to owners & occupants within 300 feet of the event area dated August 25, 2022. Notification addresses are on file in the Clerk's Office.
- Hold-harmless agreement
- Department approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a special event permit as requested by the Birmingham Bloomfield Art Center to hold the 42nd annual Art Birmingham art fair on May 13 and 14, 2023, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.

**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 OFFICE TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION

Police Department acknowledgement: M. H. Cole, Chief of Police

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 August 12, 2022

Name of Event 42nd Annual Art Birmingham

Detailed Description of Event (attach additional sheet if necessary) _____

Fine Art Fair featuring approximately 150 professional, jury selected artists, art demonstrations, music, and art activities for all ages. This event is an annual fundraiser for the Birmingham Bloomfield Art Center

Location In Shain Park and on surrounding streets

Date(s) of Event May 13 & 14, 2023 Hours of Event Sat 10am-6pm/Sun 10am - 5pm

Date(s) of Set-up Friday, May 12, 2023 Hours of Set-up 5pm - 9pm w/meters bagged at 3pm

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

Date(s) of Tear-down Sunday, May 14, 2023 Hours of Tear-down 5pm - 9pm

Organization Sponsoring Event Birmingham Bloomfield Art Center

Organization Address 1516 S. Cranbrook, Birmingham, MI 48009

Organization Phone (248)644-0866 ext 108

Contact Person Annie VanGeldereren

Contact Phone (248)644-0866 ext 108

Contact Email annievangelederen@bbartcenter.org

II. EVENT INFORMATION

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

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Producing Partner:
The Guild of Artists & Artisans, 118 N. Fourth Ave, Ann Arbor, MI 48104
Karen Delhey, Executive Director karen@theguild.org (734)662-3382 ext 303

3. ***The city encourages collaboration amongst non-profit organizations to bring the greatest benefit to the community. Please explain your efforts to do so** _____
This event serves as a fundraiser for the Birmingham Bloomfield Art Center. We offer other opportunities for non-profits to participate

4. Is the event a fundraiser? YES NO
List beneficiary The Birmingham Bloomfield Art Center
List expected income \$25,000 Attach information about the beneficiary.

5. First time event in Birmingham? YES NO
If no, describe This will be the 42nd Annual Art Birmingham

6. Total number of people expected to attend per day 30,000

7. The event will be held on the following City property: (Please list)
 Street(s) Henrietta, Martin, Bates, and Merrill
 Sidewalk(s) _____
 Park(s) Shain Park

8. Will street closures be required? YES NO

(Police Department acknowledgement prior to submission of application is required) (initial here) M.R. #501

What parking arrangements will be necessary to accommodate attendance?

Describe Fair attendees will park in nearby structures. Artists with oversize vehicles generally park at the lot at Bates and Willits.

9. Will staff be provided to assist with safety, security and maintenance? YES NO

If yes, please provide number of staff to be provided and any specialized training received.

Describe Trained staff and volunteers are onsite from move in to move out to ensure safety and provide maintenance. Overnight professional security is also provided.

10. Will the event require safety personnel (police, fire, paramedics)? YES NO

(Police Department acknowledgement prior to submission of application is required.) (initial here) M.R. #501

Describe Police and Paramedics

11. Will alcoholic beverages be served? YES NO

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES NO

X Live X Amplification _____ Loudspeakers

Recorded Time music will begin Sat & Sun 10am

Time music will end Sat 6 pm, Sun 5 pm

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

13. Will there be signage in the area of the event? YES NO

Number of signs/banners 12

Size of signs/banners 24x36 A Frames

Submit a photo/drawing of the sign(s). **A sign permit is required.**

14. Will food/beverages/merchandise be sold? YES NO

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK-UP REQUIRED?	ELECTRIC REQUIRED?
TBD			

WELCOME TO:

41ST ANNUAL
Art Birmingham

SHAIN PARK
DOWNTOWN BIRMINGHAM
MAY 7TH & 8TH, 2022
Mother's Day Weekend
SAT 10AM-6PM + SUN 10AM-5PM

FINE ART FAIR FEATURING:
150 ARTISTS • LIVE MUSIC
KIDS ART ACTIVITIES + MORE!

FEATURED ARTWORK BY MICHELLE DETERING

PRODUCED BY
BIRMINGHAM BLOOMFIELD
ArtCenter
IN ASSOCIATION WITH
THE
GUILD
OF ARTISTS & ARTISANS

ARTBIRMINGHAM.ORG

f **@** FOLLOW US @GUILDFAIRS + @BBARTCENTER

art
birmingham

THANKS TO OUR COMMUNITY PARTNERS AND SPONSORS



III. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	33	\$10.00 each includes 1 bag For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	4	\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	160	10x10
Portable Toilets	10	
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

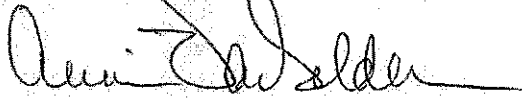
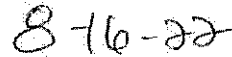
SIGNATURE OF APPLICANT REQUIRED

Type text here

EVENT NAME 42nd Annual Art BirminghamEVENT DATE May 13 & 14, 2023

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

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

Signature

Date

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

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

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

Church

driveway

15
12
10

1 4 7 9

Tallulah patio

Attachment 1: Special Event Application

16 19 22 23 25 26 29 32

Food

53 56 59 61 64 68

180 175 172

Library

171
167
166
164
162
161
159

33 36 37 39 42 43 46

107 105 104 102

108 109

Food

Fountain

101 100

Food

99 98

110 111

112 114 115 117

85 80 78 76 73 71 69

Pierce

City Hall

86
89
92
94
96
97

Info

Merrill St

158 154 151 148 145 142

Community House

Chester

Live Music

129 125 123 121 118

130 133 135 137 141

Kid's Art Activities

Parking Lot

Bates St

Merrill St

Henrietta St

The Townsend Hotel

Townsend St.

Art Birmingham
2023
May 13 & 14

5E

Townsend St.

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

EDUCATION

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

EXHIBITIONS

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

OUTREACH

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

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



Clerk's Office
City of Birmingham, MI

AUG 30 2022

CW
RECEIVED

**SPECIAL EVENT REQUEST
NOTIFICATION LETTER**

DATE: 8/25/2022
TO: Principal Shopping District Members, Downtown Birmingham Residents,
Interested Parties and Property Owners

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

EVENT INFORMATION

NAME OF EVENT: 42nd Annual Art Birmingham
LOCATION: In and around Shain Park (layout enclosed)
DATES/TIMES OF EVENT: Saturday, May 13, 2023, 10am – 6pm and
Sunday, May 14, 2023, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY: A fine art fair featuring the handmade artwork of approximately 160 jury-selected artists. Now in its 42nd year, the fair is a key annual fundraiser for the highly respected Birmingham Bloomfield Art Center (BBAC) whose "Art for All" vision delivers arts education and exhibitions to the community it serves. **If you experience any issues during the event, please contact the Birmingham Police Department at 248.530.1889.**

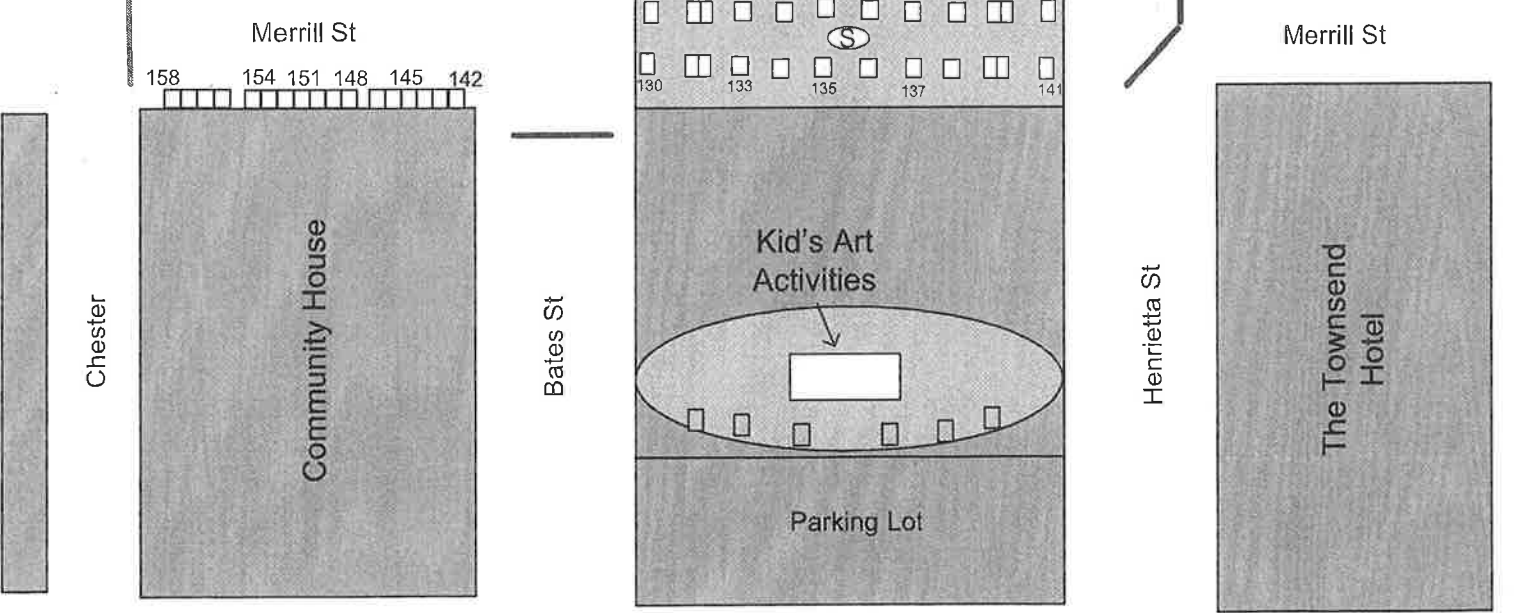
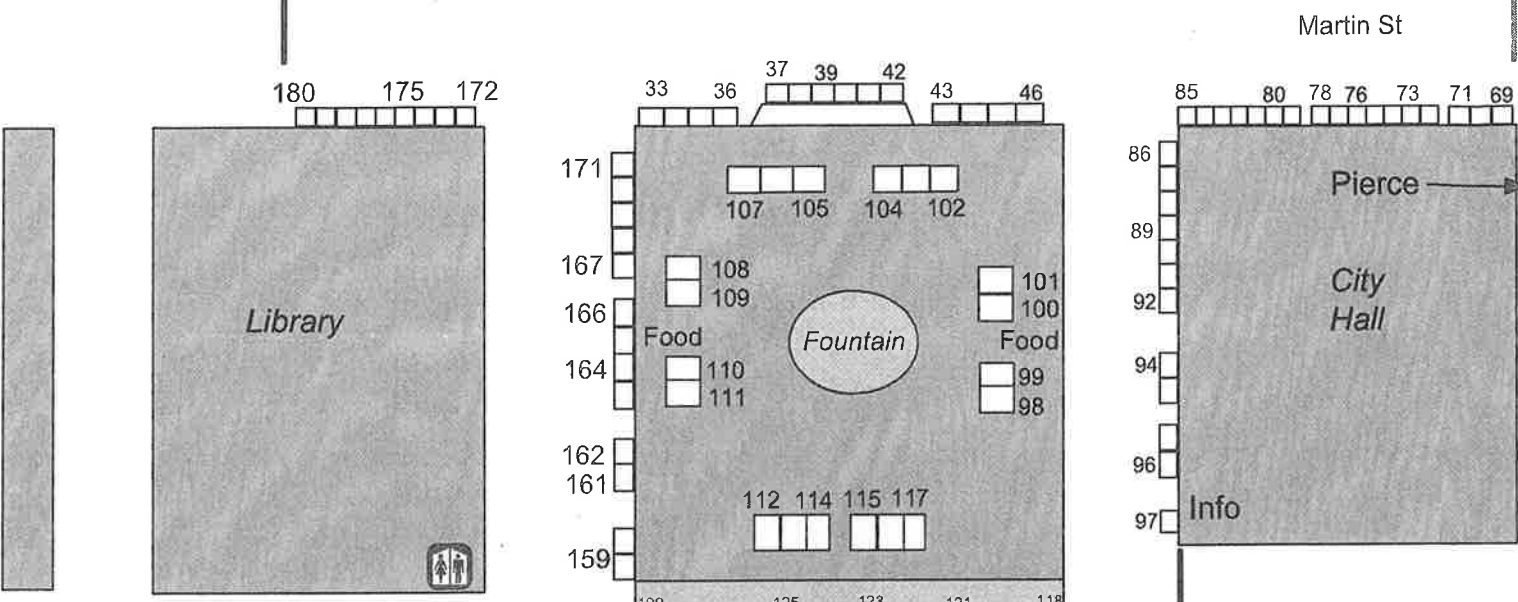
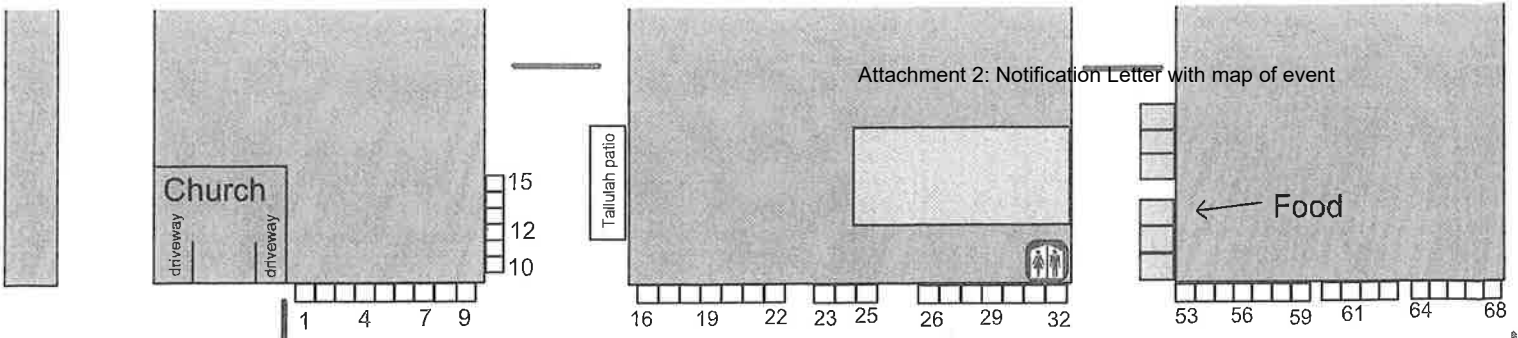
DATES/TIMES OF SET UP: Friday, May 12, 2023, meters bagged at 3pm with street closings at 5pm and move-in completed by 9pm
DATES/TIMES OF TEAR DOWN: Sunday, May 14, 2023, from 5pm to 9pm

DATE/TIME OF CITY COMMISSION MEETING: Monday, Sept 12, 2022 at 7:30PM

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. *You may also attend virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760 . A complete copy of the application to hold this special event is available for your review at the city clerk's office (248.530.1880).* To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER: Birmingham Bloomfield Art Center
ADDRESS: 1516 S. Cranbrook, Birmingham, MI 48009
PHONE: 248.644.0866
For Questions on day of Event, Contact: Karen Delhey (734)646-8431

Attachment: Art Birmingham layout/map



Townsend St.

Art Birmingham
2023
May 13 & 14

5E

Hold Harmless Agreement

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



Annie VanGeldereren
President and CEO



Hold Harmless Agreement

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

Karen Delhey

Executive Director

Date: Aug. 18, 2022

DEPARTMENT APPROVALS**EVENT NAME: 42nd annual Art Birmingham****LICENSE NUMBER #23-00011941****COMMISSION HEARING DATE: September 12, 2022****NOTE TO STAFF: Please submit approval by Sept. 2, 2022****DATE OF EVENT: May 13-14, 2023**

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 248.530.1855	TBC	No Cost - No Comment	0	0	
BUILDING 248.530.1850	MJM	All canopies must be weighted down. No stakes.	Tents over 400SQFT. Require permits	\$166.11	
FIRE 248.530.1900	JDP	Follow any and all current MDHHS COVID 19 guidelines enforced at time of event. Tents will be inspected at day of set up by Fire Marshal. Fire extinguishers required in tents using fuel fired equipment, cooking or other heat source materials. Provide flame retardant certificate prior to event set up for all tents 20x20 and larger. Ensure egress paths are clear, fire lanes and hydrants clear of obstructions at all times. Cooking prohibited under tents or canopies.	Food trucks shall schedule an inspection with Fire Marshal prior to event. All food trucks to follow IFC 21 requirements.	\$0	

		Food trucks must have updated fire suppression equipment tagged current. Food trucks shall follow all guidelines of International Fire Code 2021 as adopted by the City of Birmingham. Food trucks shall contact Fire Marshal Office prior to event for inspections. Inspection of food trucks is required prior to operating on event grounds. Extension cords, hoses or other trip hazards shall be protected with a "wire bridge" or hard cover to prevent damage to equipment or pose a trip hazard to pedestrians.			
POLICE 248.530.1870	RK	Personnel and barricades/cones		\$2,037.30	
PUBLIC SERVICES 248.530.1642	CL	Trash boxes, set-up, barricade placement, dumpsters		\$3,800	
ENGINEERING 248.530.1839	SDZ	Obstruction Permit Required for street closure	Obstruction Permit	\$65	\$65
SP+ PARKING	AF	Free parking in all five garages on Sundays. Saturday will have 2 hours free parking then the standard rate schedule goes into effect.		\$0	\$0
INSURANCE 248.530.1807	CW	Evidence of required insurance must be on file with the Clerk's Office no later than 2 weeks prior to event.	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803	CW	Notification letters to be mailed by applicant no later than 2 weeks prior to commission meeting. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than 2 weeks prior to	\$165 pd	

			event.		
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____



MEMORANDUM

Clerk's Office

DATE: August 31, 2022

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Multi-Modal Transportation Board Member Resignation

INTRODUCTION/BACKGROUND:

The Multi-Modal Transportation Board Regular Member Michael St. Germain submitted his resignation from the board effective August 31, 2022. This creates a vacancy for the remainder of his three-year term to expire March 24, 2023.

LEGAL REVIEW:

None

FISCAL IMPACT:

None

PUBLIC COMMUNICATIONS:

The City Clerk's office will publish a notice of intention to appoint to this position, post the vacancy on the "board and commission opportunities" portion of the city's website and include it in the city's digital news vehicles as publication schedules permit.

SUMMARY:

The City Commission is being asked to accept the resignation of Michael St. Germain from the Multi-Modal Transportation Board, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated 8/30/2022

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Michael St. Germain from the Multi-Modal Transportation Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

Michael St. Germain
1259 Ruffner Avenue
Birmingham, MI 48009

30 August 2022

City of Birmingham
151 Martin Street
Birmingham, MI 48009

To the members of the Multi Modal Transportation Board, City Council, and the City of Birmingham,

Please accept this letter as formal resignation from my position as a member of the Multi Modal Transportation Board, effective as of 31 August 2022.

It is with a great deal of sadness and consternation that I have decided to resign from my position on the Multi Modal Transportation Board. I have always wanted to be involved in city government to make my city a better place. As soon as I moved to Birmingham during the pandemic, I jumped right in to study crosswalk times across Woodward, participated in city meetings, and thought about more ways to make our great city more cohesive and connected.

However, with work travel beginning again I am required to travel for weeks at a time away from Birmingham. I have limited control over this travel schedule. While I have attempted to participate in our meetings via Zoom, I was informed by the city that under the *Open Meetings Act of 1976* my ability to participate in and vote on motions during meetings is extremely limited. While I recognize that the city has limited influence of rules set by the state of Michigan, I find that this rule unfairly impedes participation by younger members of our community, as well as those who are in certain professions, who may not be able to easily dictate their work location. This rule further harms equal and equitable representation in the city.

I also recognize, however, that in the course of my term I will be unable to change this rule, and that Birmingham will be better represented by someone who can be in person.

I plan to stay involved on an ad hoc basis, and I hope that you will reach out should you need autonomous vehicle, vehicle to infrastructure, or smart city consultations. I am passionate about our community, and I wish you clarity and focus as you work to make our city a better place. I hope to see you all around town!

Respectfully,

Michael St. Germain



MEMORANDUM

Human Resources Department

DATE: September 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Joseph Lambert, Human Resources Manager

SUBJECT: Settlement Agreement and Contract Renewal with Birmingham Command

INTRODUCTION:

The Birmingham Police Officers Labor Council (POLC) represents a total of 7 full-time rank Police Commanders and Lieutenants working primarily within the Police Department.

BACKGROUND:

The current collective bargaining agreement with POLC expired on June 30, 2022. On July 25, 2022, an agreement was reached between the parties. Union membership ratified the attached settlement agreement, and the agreement is now presented for consideration by the City Commission.

The primary features of the settlement agreement are:

- 3-year contract through June 30, 2025.
- 3.5% wage adjustment in each year of the contract.
- 3.5% wage adjustment on all positions.
- Short-term disability provision adjustments
- Language protecting both defined benefit and defined contribution members
- Promotional process improvements

LEGAL REVIEW:

The City Attorney has reviewed the contract and has no objections.

FISCAL IMPACT:

- The proposed settlement includes a 3.5% wage adjustment each year for 3 years as well as a 3.5% base increase, and other minor economic provisions.
- An estimated amount for this contract has been budgeted in the wage adjustment account in the General Fund.

PUBLIC COMMUNICATIONS:

After approval of the settlement agreement, a copy of the finalized contract will be uploaded to the City's website.



SUMMARY:

The terms in the proposed settlement agreement dated July 25, 2022 are consistent with other settled contracts, and continue the trend of increased employee cost sharing for health care. HR recommends approval of the settlement agreement.

ATTACHMENTS:

- Executed Birmingham Police Officers Labor Council Settlement Agreement with the City of Birmingham

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution approving the settlement agreement dated July 25, 2022 between the City and the Birmingham Police Officers Labor Council for a renewal of the collective bargaining agreement through June 30, 2025. Further, to authorize the transfer of funds in the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.

City of Birmingham

and

**POLICE OFFICERS LABOR COUNCIL
(POLICE OFFICERS)**

Representing the Birmingham Police Command Officers

TENTATIVE AGREEMENT

IT IS HEREBY AGREED between the city of Birmingham ("the City") and Police Officers Labor Council ("the Union"), that, in tentative settlement of all outstanding issues under negotiation, the parties bargaining teams agree, and agree to recommend ratification to their respective principals, as follows:

1. **Term:** The parties agree to a 3-year contract effective July 1, 2022 through and including June 30, 2025.
2. **Language:** The parties' new contract shall be the same as the existing contract, except as modified herein in this Agreement.
3. **Article XXV Wages and Classification-** Amend section 25.1, Exhibit A to reflect the following wage adjustments:
 - A. 3.5% - One-time base wage increase to all wages effective July 1, 2022.
 - B. 2022 - 3.5% wage increase effective July 1, 2022.
 - C. 2023 - 3.5% wage increase effective July 1, 2023.
 - D. 2024 - 3.5% wage increase effective July 1, 2024.

Wages to be retroactive should this agreement not be ratified by July 1, 2022
Amend Letter Code J (Exhibit A) references of "Commander" to "Captain".

4. **Article IV Agency Shop –** Amend section 4.1 by eliminating all references of "Command Officers Association of Michigan" and replacing with "Police Officers Labor Council" to include amending paragraph three (3) to remittance location of 667 E. Big Beaver Rd. Suite 205 Troy MI. 48083-1413.
5. **Article X Insurance -** Amend section 10.4 Short and Long Term Disability as follows:
Subsection (1) Short-Term disability (Self-Insured): Maximum weekly sickness and accident benefits for nonduty connected disability will be sixty (60%) percent of average weekly earnings, ~~not to exceed \$500 per week,~~ beginning on the 31st calendar day, ~~duty-connected disability will be sixty (6%) percent of average weekly earnings, not to exceed \$500.00 per week,~~ and continuing for a maximum period of one year from the date of the sickness or accident, if the employee is otherwise qualified.

Maximum weekly sickness and accident benefits for service connected disability shall not exceed an aggregate figure of seventy (70%) percent of an employee's base wage, ~~not to exceed \$600.00 per week including any Worker's Compensation benefits~~, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of sickness or accident, if the employee is otherwise qualified.

6. **Article XI Retirement – Section 11.4 Amendment** is tabled:

a. The amount of the reduction will be determined based upon the mortality assumption adopted by the Retirement Board and the interest assumption ~~published by the Pension Benefit Guaranty Corporation and effective for PBGC purposes~~ determined by the Pension Benefit Guaranty Corporation Final 4022 Rule published September 9, 2020, for the month of retirement. In the event that the PBGC Rate is no longer published, the parties will negotiate a replacement benchmark rate.

Amend Section 11.5.1 by adding the following:

a. The City and employees in the defined contribution plan will not contribute lower than the amount contributed by the Patrol Union. Currently, that is an employer contribution of 15%, and an employee contribution of 6.5%.

7. **Article XXIII Seniority – Add new section 23.2** as follows:

- a. For current Police Sergeants and Lieutenants with at least 24 months of total Police Sergeant or Lieutenant service, promotions into the position of Police Lieutenant or Captain shall result in wage adjustments to the maximum step of that pay classification.
- b. Police Sergeants and Lieutenants not yet at 24 months of total service that promote to the rank of Lieutenant or Captain shall be paid at the starting rate, until the completion of their probationary period at which point, they shall be placed at the maximum step of that pay classification.

Dated: July 25, 2022

For the City of Birmingham:

Joseph Lambert
Date: 8/11/22

Oliver Brown
Date: 8/11/22

Date:

For the Union:

[Signature]
Date: 8-11-22

[Signature]
Date: 8/11/22

Date:



MEMORANDUM

Finance Department

DATE: September 2, 2022

TO: Thomas M. Markus, City Manager
Jana Ecker, Assistant City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: SMART Fiscal Year 2023 Municipal and Community Credit Funds Contract

INTRODUCTION:

Each year the City receives funding from the Suburban Mobility Authority for Regional Transportation (SMART) to provide transportation-related services and improvements for its residents. The City must determine how it would like to spend those funds and sign and return the agreement to SMART.

BACKGROUND:

The City will receive \$20,416 in Municipal Credits and \$31,980 in Community Credits this year for a total of \$52,396 under a program administered by SMART. This is a \$1,674 increase from the prior year. Municipal Credits are derived from money collected by the state, mainly from gasoline taxes, and distributed by SMART directly to local communities for transit needs. Community Credits are derived from taxes levied to support SMART. A share of these millage dollars collected by SMART is returned to communities to support or expand current transportation programs. Funds received under the Municipal Credits program must be spent within 2 years. Funds received under the Community Credits program must be spent within 3 years.

Last year the City received \$50,722 in Municipal and Community Credits and allocated all the funding in support of Next's specialized transportation service.

This year it is recommended that again the entire allocation of \$52,396 be allocated in support of Next's specialized transportation service. This support is needed as a result of an increase in the cost of providing transportation services.

LEGAL REVIEW:

Legal review of agreement completed, without objection.

FISCAL IMPACT:

No fiscal impact as the funds will go directly to Next.

PUBLIC COMMUNICATIONS:

No public communication is necessary.

SUMMARY:

It is recommended that the entire allocation of SMART funding be allocated to Next to provide bus transportation for seniors.

ATTACHMENTS:

1. SMART Municipal Credit and Community Credit Contract for FY 2023

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve \$20,416 in Municipal Credits and \$31,980 in Community Credits from SMART for fiscal year 2023 to Next in support of their specialized transportation program; and further to direct the Finance Director to sign the Municipal Credit and Community Credit contract for fiscal year 2023 on behalf of the City.

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2023

I, **MARK GERBER**, as the **DIRECTOR of FINANCE** of the **CITY of BIRMINGHAM** (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2022** through **June 30, 2023** (Section 1 below), and **Community Credits** available for the period **July 1, 2022** to **June 30 2023** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **20,416.00** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ 20,416.00
NEXT
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$ 20,416.00

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State’s approved budget. In the event that revenue actually received is insufficient to support the Legislature’s appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by **June 30, 2025**; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **31,980.00** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____

(e) Services Purchased from Subcontractor

At the cost of: \$ 31,980.00

NEXT

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$ 31,980.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY 2023**, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2026** any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY of BIRMINGHAM

Signature

Signature

DWIGHT FERRELL

MARK GERBER

Printed Name

Printed Name

GENERAL MANAGER

DIRECTOR of FINANCE

Title

Title

Date

Date

EXHIBIT A *(To be completed by NEXT)*

PROJECT DESCRIPTION

Overall Project Description *(Provide a descriptive narrative):*

The City of Birmingham contracts with NEXT to provide transportation services for its residents.

Service Area *(Provide geographic boundaries):*

Service Times *(Provide days and hours of service):*

Eligible User Groups *(Users eligible to use the service):*

Fare Structure *(Cost to use service):*

Service Mode *(Describe the number and type of vehicles used and if they are wheelchair lift-equipped):*

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: **CITY of BIRMINGHAM**

Contract Period: **July 1, 2022 – June 30, 2023**

Account Number: **48206**

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*
(10% max. of MC & CC funds)

Driver Wages	_____
Fringe Benefits	_____
Gasoline & Lubricants	_____
Vehicle Insurance	_____
Parts, Maintenance Supplies	_____
Mechanic Wages	_____
Fringe Benefits	_____
Dispatch Wages	_____
Other <i>(Specify)</i>	_____

Sub-Total (Operating Expenses) _____ **\$0**

PURCHASED SERVICE:

Taxi Service	_____
Charter Service	_____
SMART Bus Tickets	_____
SMART Shuttle Service	_____
SMART Dial-A-Ride	_____
Other (NEXT)	\$52,396.00

Sub-Total (Purchased Service) _____ **\$52,396.00**

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment	_____
Software	_____
Vehicle	_____
Maintenance Equipment	_____
Other (Specify)	_____

Sub-Total (Capital Equipment) _____ **\$0**

TOTAL EXPENSES:

**Operating Expenses, Purchased Service,
and Capital Equipment:** _____ **\$52,396.00**

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$ 20,416.00
Community Credit Funds	\$ 31,980.00
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (<i>Contracted Service</i>)	
Other (<i>Specify</i>)	

TOTAL REVENUE:

\$52,396.00

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)



MEMORANDUM

Police Department

DATE: September 1, 2022
TO: Thomas M. Markus, City Manager
FROM: Mark H. Clemence, Chief of Police
SUBJECT: Contract Lane Painting-Pavement Markings for Fiscal Year 2022-2023

INTRODUCTION:

Latex paint based pavement markings are refreshed on city streets twice per year – during fall and spring. There are two pavement marking classifications – handwork and longline pavement markings. Handwork pavement markings consist of crosswalks, parking spaces, legends and symbols. Long line pavement markings consist of white and yellow “longline” painting such as centerlines, solid white lane markers and bicycle paths. Annual maintenance of pavement markings is identified in the Major Streets contract lane painting budget. Longline pavement markings are applied only once per year (spring) while handwork markings are completed in both spring and fall. Pavement markings that are not of a waterborne nature (polyurea, thermal plastic, etc.) are repaired as part of other contracts or requests for service.

BACKGROUND:

On July 18, 2019, the police department requested sealed invitations to bid (ITBs) on MITN for annual pavement markings for the 2019-20 fiscal year. Bids were publicly opened on August 1, 2019. Three bids were received for handwork for the fall of 2019 and spring of 2020 as follows:

Hart Pavement Striping	Fall 2019	\$43,200.00
	Spring 2020	\$64,000.00
	Total	\$107,000.00
JV Contracting	Fall 2019	\$59,624.00
	Spring 2020	\$118,412.00
	Total	\$178,036.00
PK Contracting, Inc.	Fall 2022	\$175,166.00
	Spring 2020	\$331,189.50
	Total	\$507,335.50

On September 16, 2019 the City Commission awarded a contract in the amount of \$107,000 to Hart Pavement Striping Corporation for the fall 2019 and spring 2020 handwork painting duties. The work was satisfactorily completed.

As part of the same bid solicitation, proposals were also received for longline / centerline pavement markings for the spring of 2020 as follows:

Hart Pavement Striping	NO BID (vendor does not own equipment for longline work)
JV Contracting	\$12,695.00
PK Contracting, INC.	\$10,027.00

On September 16, 2019 the City Commission awarded a contract in the amount of \$10,027.00 to PK Contracting for spring 2020 centerline painting markings. The work was satisfactorily completed.

The ITB from the August 1, 2019 bid opening and contracts provided for the City to offer the successful vendors an option to extend at the same rate for (2) additional years through mutual consent. On September 14, 2020 the City Commission approved contract extensions for Hart Pavement Striping and PK Contracting, Inc. for the pavement marking services for the 2021-22 fiscal year. The police department recommended extending the contract in the amount of \$107,000.00 to Hart Pavement Striping Corporation for the fall 2021 and spring 2022 handwork painting duties. The police department also recommended extending the contract in the amount of \$10,027.00 to PK Contracting for spring 2022 centerline painting markings.

On May 18, 2022, the police department requested sealed invitations to bid (ITBs) on MITN for annual pavement markings for the 2022-23 fiscal year. Bids were publicly opened on June 1, 2022. Two bids were received for handwork for the fall of 2022 and spring of 2023 as follows:

Hart Pavement Striping	Fall 2022	\$87,210.00
	Spring 2023	\$156,060.00
	Total	\$243,270.00
PK Contracting, Inc.	Fall 2022	\$178,653.00
	Spring 2023	\$346,272.50
	Total	\$524,925.50

In addition to handwork, long line/center line pavement markings were also listed on the same bid solicitation for spring 2023. Only one bid was submitted:

PK Contracting, Inc.	\$12,697.00
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Also listed on the bid solicitation was a request for grinding any non-conforming crosswalks for fall 2022. Two bid solicitations were submitted:

Hart Pavement Striping	\$70,000.00
PK Contracting, Inc.	\$26,250.00

LEGAL REVIEW:

The city attorney has reviewed the Invitation to Bid and all other documents associated with this purchase. The city attorney has also approved the attached agreement.

FISCAL IMPACT:

There is \$200,230 available in the contract lane painting budget in the Major Street Fund. The total of the handwork painting (\$243,270), long line/center painting (\$12,697), and crosswalk grinding (\$26,250) is \$282,217. The City Commission would need to approve a budget amendment to fund all the work. There is sufficient fund balance in the Major Street Fund to fund the approximate \$82,000 difference.

SUMMARY:

Hart Pavement Striping Corporation has been providing pavement marking services for the City of Birmingham since 2003. Hart Pavement Striping is a small locally owned company specializing in handwork (no centerline equipment). Hart has served the City well and has always been responsive to City staff concerning any additions, deletions or alterations to contracts to ensure that the City receives the highest quality products and services.

PK Contracting is an excellent vendor that has provided quality pavement markings to the City of Birmingham for decades.

ATTACHMENTS:

1. Agreement with Hart Paving Striping Corporation
2. Agreement with PK Contracting, Inc.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the contract for 2022-23 handwork pavement markings with Hart Pavement Striping Corporation in the amount of \$243,270.00; further to approve the contract for fall 2022 grinding of non-conforming crosswalks with PK Contracting, Inc. for \$26,250.00; further to approve the contract for spring 2023 long/center lines with PK Contracting, Inc. for \$12,697.00; and further to fund all three contracts from account 202.0-316.000-937.0200. In addition, to authorize the Mayor and City Clerk to sign the agreements on behalf of the City and to appropriate and amend the Major Street Fund budget as follows:

Revenues:		
Draw from Fund Balance	202.0-000.000-400.0000	\$82,000
Expenditures:		
Public Safety-Traffic Controls	202.0-316.000-937.0200	\$82,000

AGREEMENT OF (PAVEMENT MARKINGS 2022-2023)

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____ (name of party) a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is _____, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City has solicited sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2022-2023** per the specifications contained in an Invitation to Bid; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PAVEMENT MARKINGS 2022-2023** pursuant to the Invitation to Bid.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **PAVEMENT MARKINGS 2022-2023** and all attachments thereto, posted May 10, 2022, and the Contractor's response to the City's Request for Proposal shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of one year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date. The City and Contractor may, upon mutual consent, agree to extend the Agreement at the same rate for two (2) additional years.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor and materials supplied for work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in

performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

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

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City

may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at-will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **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 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: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. 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.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 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, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such

coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Ofc. Gina Moody

Contractor:

Attn: _____

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractors staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: 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.

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

19. LEGAL PROCEEDINGS: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____(attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ (date of response) response, the terms of this Agreement shall prevail.

21. 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 parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor

By: [Signature] Dann Hart
Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 26 day of May, 2022 before me personally appeared Dann Hart who acknowledged that with authority on behalf of Hart to do so he/she signed this Agreement. Pavement Striping

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 9-17-2025



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

[Signature]
Mark H. Clemence, Police Chief
(Approved as to substance)

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

[Signature]
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A



INVITATION TO BID "PAVEMENT MARKINGS 2022-2023"

Sealed bids endorsed "**PAVEMENT MARKINGS 2022-23**" will be received by the City of Birmingham, Michigan at the Office of City Clerk, 151 Martin Street, P.O. Box 3001, Birmingham, MI, 48012 until Wednesday, June 1, 2022, at 2:00 p.m., at which time the bids will be publicly opened and read.

The descriptions for markings and quantities of items to be painted are indicated on the attached sheets. The painting will include yellow, white, and blue glass beaded paint to meet or exceed Michigan Department of State Highway and Transportation specifications (waterborne). Two price quotes are requested, one for the fall of 2022 and one for the spring of 2023. Note that quantities differ between spring and fall items to be painted. Additionally, the long line pavement markings are only applied during the spring of 2023, there are no yellow or white long line projects or bid forms for the fall of 2022. This is not an all or none award, vendors may choose to bid for long line only, handwork only, or may submit bids for the entire scope of work. **THE STREETS ARE TO BE PAINTED DURING THE LATE NIGHT/EARLY MORNING HOURS WHEN VEHICULAR TRAFFIC IS MINIMAL.**

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department. Materials and services must be delivered as detailed in accordance with the specifications contained in the Invitation to Bid (ITB).

The ITB, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>.

The City of Birmingham reserves the right to reject any or all proposals and to waive any irregularity in a bid when deemed in the best interest of the City.

The City of Birmingham may offer the successful vendor an option to extend at the same rate for two (2) additional years through mutual consent.

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, May 18, 2022
Deadline for Submissions:	Wednesday, June 1, 2022 at 2:00 p.m.
Contact Person:	Ofc. Gina Moody, Services Coordinator Birmingham Police Department P.O. Box 3001, 151 Martin Street Birmingham, MI 48012 Phone: (248) 530-1772 Email: gmoody@bhamgov.org



INVITATION TO BID
For PAVEMENT MARKINGS 2022-2023

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

All information requested of the vendor shall be entered in the appropriate space on the attached form(s). Failure to do so may disqualify the bid.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of the bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

All bids shall be signed by an authorized officer or employee of the bidder.

Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic bids, telephone bids, or facsimile bids will be accepted.

The City of Birmingham is exempt from State of Michigan and federal excise taxes.

All proposals shall include the following information: Vendor 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 the bid.

The City of Birmingham reserves the right:

1. To award bids received on the basis of individual items, or group of items, or on the entire list of items.
2. To reject any and all bids, or any part thereof.
3. To waive any informality in the bids received.
4. To accept the bid that the City Commission shall deem to be in the best interest of City of Birmingham.



INVITATION TO BID
For PAVEMENT MARKINGS 2022-2023

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INTRODUCTION

The purpose of this ITB is to request sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2022-2023** per the specifications on the attached sheets.

The City of Birmingham, Michigan will grant to the successful bidder a purchase order for the following:

PAVEMENT MARKINGS 2022-2023 FALL 2022 HANDWORK
PAVEMENT MARKINGS 2022-2023 SPRING 2023 HANDWORK
PAVEMENT MARKINGS 2022-2023 SPRING 2023 LONG LINES / CENTER LINES

For purposes of this Invitation to Bid, the City of Birmingham will hereby be referred to as "City" and the vendor will hereby be referred to as "Contractor."

The City is accepting sealed bids from qualified vendors for the purchase of **PAVEMENT MARKINGS 2022-2023**. This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this ITB.

During the evaluation process, the City reserves the right to request additional information or clarification from bidders. The City reserves the right to allow corrections of errors or omissions. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment. Vendors submitting bids may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a vendor will be completed by July 1st, 2022. A purchase order will be issued to the selected Contractor(s) following execution of the Agreement(s). A copy of the Agreement is contained herein for reference. Contract services shall commence upon execution of the Agreement by the City.

INVITATION TO SUBMIT A BID

Proposals shall be submitted no later than Wednesday, June 1, 2022 at 2:00 p.m. to:

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

One (1) original and one (1) copy of the proposal shall be submitted. The bid should be sealed in an envelope, which shall be clearly marked on the outside, "**PAVEMENT MARKINGS 2022-2023**". Any bid proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one bid provided each bid meets the functional requirements of this Invitation To Bid.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each bid.
2. Any request for clarification of this ITB shall be made in writing and delivered to: Ofc. Gina Moody, (248) 530-1772, gmoody@bhamgov.org, City of Birmingham, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All bids must be submitted following the ITB format as stated in this document and shall be subject to all requirements of this document including the instruction to Contractors 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 ITB format by the Contractor.
4. The contract will be awarded by the City of Birmingham, at the City's sole discretion, to the most responsive and responsible Contractor with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. **Each respondent shall include in his or her bid, in the format requested, the cost of performing the work, equipment and total budget.** 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 contractor with tax exemption information when requested.
6. Each respondent shall include in their bid the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

CONTRACTOR'S RESPONSIBILITIES

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

1. Completed and sign all forms requested for completion within this ITB.
 - a. Agreement (Attachment A)
 - b. Bidders Agreement (Attachment C)
 - c. Cost Proposal (Attachment D)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment E)
2. A description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size and purpose, in a timely manner, and within budget.
3. A project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The Contractor will be responsible for obtaining any associated permits at no cost to the Contractor.

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19, 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 11, of the Agreement attached as Attachment A, for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, 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

All proposals submitted must include a signed Agreement as provided in Attachment A. The Contractor whose proposal is accepted shall be required 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.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10, 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 in accordance to paragraph 17 of the Agreement, attached as Attachment A.

EXAMINATION OF BID MATERIALS

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

PROJECT TIMELINE

Submitted to MITN: Wednesday, May 18, 2022

Deadline for Submissions: Wednesday, June 1, 2022, at 2:00p.m.-Bids publicly opened
151 Martin Street, Birmingham, MI, 48009-City Commission
Room 2nd floor.

Award of Bid: Estimated award July 1, 2022

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

SCOPE OF WORK

The Contractor shall provide the following equipment and services in accordance with the requirements as defined and noted herein: **PAVEMENT MARKINGS 2022-2023**

PROJECT LOCATION: Birmingham, Michigan 48009

1. The City of Birmingham is accepting sealed bids from qualified vendors to provide **PAVEMENT MARKINGS 2022-2023**. Bids may be submitted for Handwork and/or Long Line/Center Line pavement markings.
2. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
3. This section and referenced documents shall constitute the Scope of Work for this project and, as such, all requirements must be met.
4. All bids submitted for the **PAVEMENT MARKINGS 2022-2023** must include specifications as listed in this Invitation to Bid as identified in the cost proposal bid documents (See Attachment D).
5. Crosswalks within the Central Business District (CBD-See Attachment B):
 - a. **FALL OF 2022 ONLY** Crosswalks of any other design will be ground off and the City standard Continental 24" wide bars will be painted.
6. Crosswalks outside the Central Business District:
 - a. Continental Design-Crosswalks with 24" wide bars will be repainted. Continental Design-Crosswalks with smaller width bars will be repainted to the standard 24" wide bars.
 - b. Non-Continental Design-Will be repainted as is.

Attachment A

AGREEMENT OF (PAVEMENT MARKINGS 2022-2023)

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____ (name of party) a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is _____, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City has solicited sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2022-2023** per the specifications contained in an Invitation to Bid; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PAVEMENT MARKINGS 2022-2023** pursuant to the Invitation to Bid.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **PAVEMENT MARKINGS 2022-2023** and all attachments thereto, posted May 10, 2022, and the Contractor's response to the City's Request for Proposal shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of one year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date. The City and Contractor may, upon mutual consent, agree to extend the Agreement at the same rate for two (2) additional years.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor and materials supplied for work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in

performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

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

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City

may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at-will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **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 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: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. 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.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 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, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such

coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Ofc. Gina Moody

Contractor:

Attn: _____

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractors staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: 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.

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

19. LEGAL PROCEEDINGS: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____(attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ (date of response) response, the terms of this Agreement shall prevail.

21. 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 parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

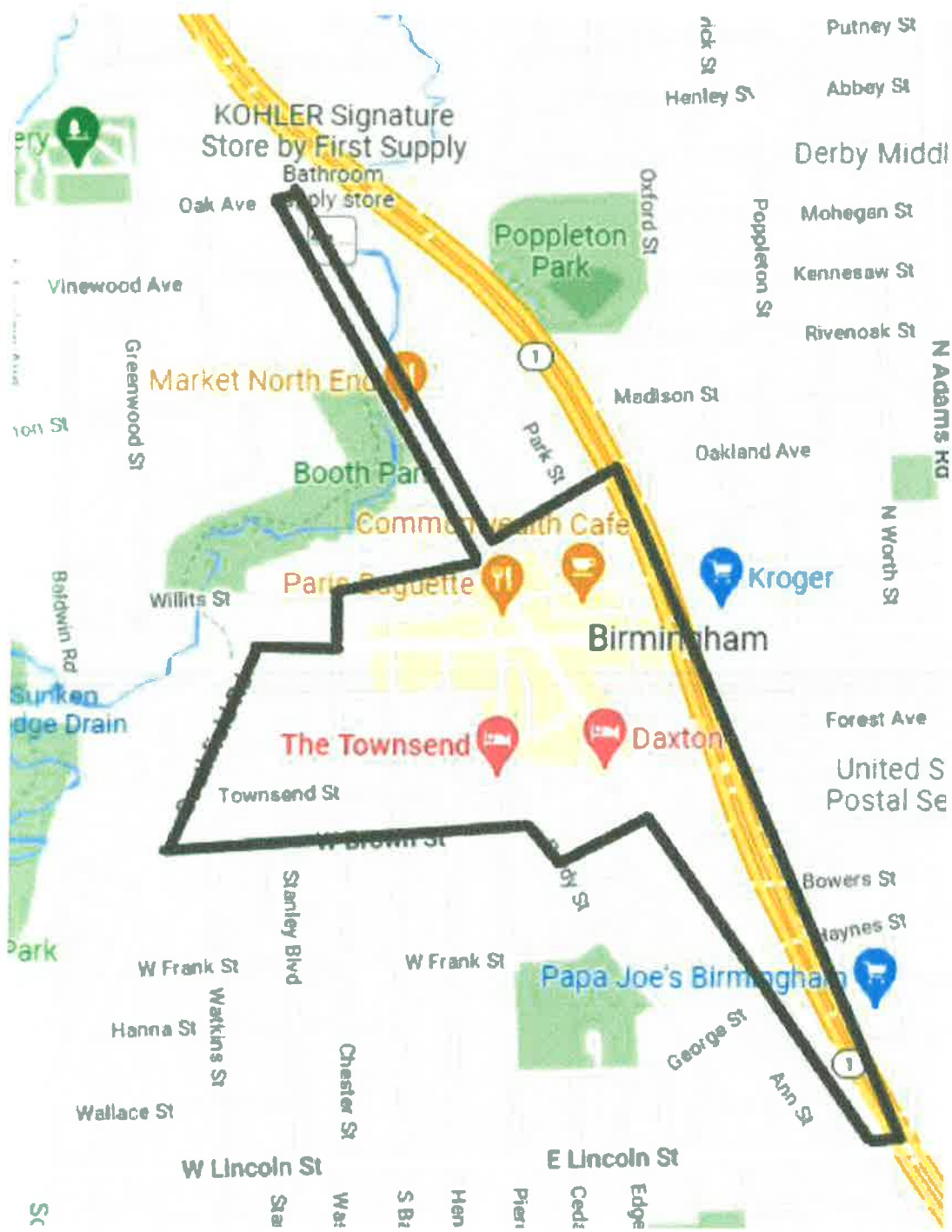
Thomas M. Markus, City Manager
(Approved as to substance)

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

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

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

**ATTACHMENT B – CENTRAL BUSINESS DISTRICT MAP
For "PAVEMENT MARKINGS 2022-2023"**



**ATTACHMENT C - BIDDER'S AGREEMENT
For "PAVEMENT MARKINGS 2022-2023"**

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Dann Hart	5-18-2022
PREPARED BY (Print Name)	DATE
President	5-18-2022
TITLE	DATE
	ddhart@hartstriping.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
HART PAVEMENT STRIPING CORPORATION	
COMPANY	
3330 WARREN DRIVE, Waterford, MI 48329	248-673-3503
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT D – COST PROPOSAL (1 OF 4)

FALL 2022 HANDWORK For "PAVEMENT MARKINGS 2022-2023"

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	11,500	6" CROSS *REFERENCE SCOPE OF WORK	.50	5750.00
2	11,500	12" CROSS *REFERENCE SCOPE OF WORK	1.00	11500.00
3	3,200	24" CROSS *REFERENCE SCOPE OF WORK	3.00	9600.00
4	13,000	YELLOW CURB	.50	6500.00
5	6	SCHOOL LEGENDS	250.00	1500.00
6	55	ONLY LEGENDS	100.00	5500.0
7	0	25 MPH LEGENDS	100.00	0
8	71	LEFT TURN ARROWS	150.00	10650.00
9	14	RIGHT TURN ARROWS	150.00	2100.00
10	11	THRU ARROWS	150.00	1650.00
11	19	COMBO ARROWS	250.00	4750.00
12	0	BLUE CURB	1.00	0
13	7	HANDICAP SYMBOLS	10.00	70.00
14	2,000	6" BLUE	.30	600.00
15	16,000	6" PARKING	.30	4800.00
16	600	6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	.50	300.00
17	500	12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.00	500.00
18	2,900	16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.50	4350.00
19	100	18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	2.00	200.00
20	20	12" STOP	3.00	60.00
21	400	18" STOP	3.00	1200.00
22	2,400	24" STOP	3.00	7200.00
23	0	4" WHITE - PARKING LOTS	.30	0
24	2,500	6" WHITE – PARKING LOTS	.30	750.00
25	0	6" YELLOW – PARKING LOTS	.30	0
26	500	YELLOW CURB – PARKING LOTS	.50	250.00
27	2,600	4" BLUE – PARKING LOTS	.30	780.00
28	500	6" BLUE – PARKING LOTS	.30	150.00
29	100	HANDICAP SYMBOLS – PARKING LOTS and METER SPACES	10.00	1000.00
30	0	YELLOW LINE - SEE ATTACHED LIST	NA	0
31	0	WHITE LINE – SEE ATTACHED LIST	NA	0
32	10	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	150.00	1500.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	100.00	4000.00
34		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (FALL 2022)				87210.00

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.

**ATTACHMENT D – COST PROPOSAL (2 OF 4)
 SPRING 2023 HANDWORK
 For "PAVEMENT MARKINGS 2022-2023"**

**NOTE: QUANTITIES ARE APPROXIMATE
 BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	24,000	6" CROSS *REFERENCE SCOPE OF WORK	.50	12000.00
2	19,000	12" CROSS *REFERENCE SCOPE OF WORK	1.00	19000.00
3	3,200	24" CROSS *REFERENCE SCOPE OF WORK	3.00	9600.00
4	28,200	YELLOW CURB	.50	14100.00
5	33	SCHOOL LEGENDS	250.00	8250.00
6	76	ONLY LEGENDS	100.00	7600.00
7	14	25 MPH LEGENDS	100.00	1400.00
8	89	LEFT TURN ARROWS	150.00	13350.00
9	22	RIGHT TURN ARROWS	150.00	3300.00
10	15	THRU ARROWS	150.00	2250.00
11	31	COMBO ARROWS	250.00	7750.00
12	20	BLUE CURB	1.00	20.00
13	9	HANDICAP SYMBOLS	10	90.00
14	2,000	6" BLUE	.30	600.00
15	29,400	6" PARKING	.30	8820.00
16	1,800	6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	.50	900.00
17	1,600	12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.00	1600.00
18	2,900	16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.50	4350.00
19	90	18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	2.00	180.00
20	260	12" STOP	3.00	780.00
21	940	18" STOP	3.00	2820.00
22	4,250	24" STOP	3.00	12750.00
23	1,000	4" WHITE - PARKING LOTS	.30	300.00
24	11,420	6" WHITE – PARKING LOTS	.30	3426.00
25	2,130	6" YELLOW – PARKING LOTS	.30	639.00
26	1,100	YELLOW CURB – PARKING LOTS	.50	550.00
27	2,450	4" BLUE – PARKING LOTS	.30	735.00
28	900	6" BLUE – PARKING LOTS	.30	300.00
29	110	HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES	10	1100.00
30	117,000	YELLOW LINE - SEE ATTACHED LIST	NA	NA
31	50,100	WHITE LINE – SEE ATTACHED LIST	NA	NA
32	90	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	150.00	13500.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	100.00	4000.00
34		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (SPRING 2023)				156060.00

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.

**ATTACHMENT D – COST PROPOSAL (3 OF 4)
 SPRING 2023 YELLOW AND WHITE LONG LINES / CENTER LINES
 For "PAVEMENT MARKINGS 2022-2023"**

**NOTE: QUANTITIES ARE APPROXIMATE
 BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

STREETS TO BE PAINTED IN ACCORDANCE WITH MMUTCD:

Adams Road/Woodward to Big Beaver
 Bates/Willits to Lincoln, and dead end of Bates
 Bowers/Adams to Woodward
 Bowers/East of Adams for approximately one block
 Brown Street/Southfield to Hunter
 Chester/Brown to Willits
 Chesterfield for approximately 135' south of Quarton and also for approximately 200' North of Maple
 Coolidge southbound between Derby and Maple
 Derby/East of Adams for approximately one block
 Elm Street/Haynes to Bowers
 Elm Street/south of Maple for approximately 40'
 Eton/Derby to Eton one block north of 14 Mile (include in bid amount – do not paint without approval)
 14 Mile Road/Cummings to east city limits (north lane lines only)
 Hamilton/Woodward to Hunter
 Lincoln/Arlington to Eton and Cranbrook to Hillside
 Maple/Cranbrook to Southfield
 Maple/Woodward to Coolidge (Edenborough to Coolidge, north lane lines only)
 Merrill/Southfield to Woodward
 Oak Street/Hunter Boulevard to Woodward/Lakeside to City limits
 Oakland Boulevard/Hunter to Lawndale
 Old Woodward/North crossover to Willits/Oakland
 Park Street/Maple to Oakland
 Pierce Street/Maple to Brown
 Shirley/from a point 300' north of Lincoln to a point 600' north of Lincoln
 Southfield/Maple to 14 Mile Road
 Willits/Woodward to Chester

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	108,600	YELLOW LINE - SEE ATTACHED LIST	NA	NA
2	50,100	WHITE LINE – SEE ATTACHED LIST	NA	NA
3		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (SPRING 2023)				NA

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.

ATTACHMENT D – COST PROPOSAL (4 OF 4)

**FALL 2022 HANDWORK
For "PAVEMENT MARKINGS 2022-2023"**

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	35	GRIND ANY NON-COMFORMING CROSSWALKS WITHIN CBD PRIOR TO PAINTING NEW CITY STANDARD (FALL OF 2022 ONLY)	\$2000	\$70,000.00
		BID GRAND TOTAL AMOUNT (FALL 2022)		\$70,000.00

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.

**ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION
FORM For "PAVEMENT MARKINGS 2022-2023"**

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.

DANN HART	5-18-2022
PREPARED BY (Print Name)	DATE
PRESIDENT	5-18-2022
TITLE	DATE
	DDHART@HARTSTRIPING.COM
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
HART PAVEMENT STRIPING CORPORATION	
COMPANY	
3330 WARREN DRIVE, WATERFORD, MI 48329	248-673-3503
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
38-2806542	
TAXPAYER I.D.#	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2022

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
Oakland Insurance Agency
8031 M-15, Ste. 100
Clarkston, MI 48348
Brian Furmanlak
248-647-2500

CONTACT NAME:		FAX (A/C, No): 248-647-4689	
PHONE (A/C, No, Ext): 248-647-2500			
E-MAIL ADDRESS: certrequest@oaklandinsurance.com			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Emcasco Insurance Company			21407
INSURER B: EMC Insurance Companies			21415
INSURER C: Accident Fund Ins Co of Amer.			10166
INSURER D: Employers Mutual Casualty Co.			21415
INSURER E:			
INSURER F:			

INSURED
Hart Pavement Striping Corp.
P.O. Box 300998
Waterford, MI 48330

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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		6D29640	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6E29640	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6J29640	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			100005971	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

See Page 2;

CERTIFICATE HOLDER	CANCELLATION
BIRMIN1 City of Birmingham Police Department 151 Martin Rd 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 <i>John G. Brown</i>

NOTEPAD:HOLDER CODE **BIRMIN1**
INSURED'S NAME **Hart Pavement Striping Corp.****HARTP-1**
OP ID: **KR**PAGE **2**
Date **01/31/2022**

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 hereof are additional insured as required by written contract with respects to the general liability. General liability coverage shall be primary to any coverage that may be available to the additional insureds, whether any other available coverage be primary, contributing or excess.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2022

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 Oakland Insurance Agency 8031 M-15, Ste. 100 Clarkston, MI 48348 Brian Furmaniak	248-647-2500	CONTACT NAME: PHONE (A/C, No, Ext): 248-647-2500 E-MAIL ADDRESS: certrequest@oaklandinsurance.com	FAX (A/C, No): 248-647-4689													
	INSURED Hart Pavement Striping Corp. P.O. Box 300998 Waterford, MI 48330		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Emcasco Insurance Company</td> <td>21407</td> </tr> <tr> <td>INSURER B : EMC Insurance Companies</td> <td>21415</td> </tr> <tr> <td>INSURER C : Accident Fund Ins Co of Amer.</td> <td>10166</td> </tr> <tr> <td>INSURER D : Employers Mutual Casualty Co.</td> <td>21415</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Emcasco Insurance Company	21407	INSURER B : EMC Insurance Companies	21415	INSURER C : Accident Fund Ins Co of Amer.	10166	INSURER D : Employers Mutual Casualty Co.	21415	INSURER E :		INSURER F :
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INSURER F :																

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6D29640	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6E29640	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		6J29640	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	100005971	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

See Page 2;

CERTIFICATE HOLDER

BIRMIN1

City of Birmingham
151 Martin Rd
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

John J. Brown

NOTEPAD:

HOLDER CODE **BIRMIN1**
INSURED'S NAME **Hart Pavement Striping Corp.**

HARTP-1
OP ID: KR

PAGE 2
Date **01/31/2022**

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 hereof are additional insured as required by written contract with respects to the general liability. General Liability coverage shall be primary to any coverage that may be available to the additional insureds, whether any other available coverage be primary, contributing or excess.

AGREEMENT OF (PAVEMENT MARKINGS 2022-2023)

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____ (name of party) a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is _____, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City has solicited sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2022-2023** per the specifications contained in an Invitation to Bid; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PAVEMENT MARKINGS 2022-2023** pursuant to the Invitation to Bid.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **PAVEMENT MARKINGS 2022-2023** and all attachments thereto, posted May 10, 2022, and the Contractor's response to the City's Request for Proposal shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of one year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date. The City and Contractor may, upon mutual consent, agree to extend the Agreement at the same rate for two (2) additional years.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor and materials supplied for work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in

performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

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

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City

may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at-will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **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 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: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. 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.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 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, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such

coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Ofc. Gina Moody

Contractor:

Attn: _____

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractors staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: 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.

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

19. LEGAL PROCEEDINGS: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____(attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ (date of response) response, the terms of this Agreement shall prevail.

21. 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 parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor

By: *Nicholas C. Shea*
Its: VICE PRESIDENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 27 day of July, 2022, before me personally appeared Nicholas C. Shea who acknowledged that with authority on behalf of PK Parking to do so he/she signed this Agreement.

Champer L. Davis
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 12-18-2024

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

Mark A. Gerber
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A



INVITATION TO BID "PAVEMENT MARKINGS 2022-2023"

Sealed bids endorsed "**PAVEMENT MARKINGS 2022-23**" will be received by the City of Birmingham, Michigan at the Office of City Clerk, 151 Martin Street, P.O. Box 3001, Birmingham, MI, 48012 until Wednesday, June 1, 2022, at 2:00 p.m., at which time the bids will be publicly opened and read.

The descriptions for markings and quantities of items to be painted are indicated on the attached sheets. The painting will include yellow, white, and blue glass beaded paint to meet or exceed Michigan Department of State Highway and Transportation specifications (waterborne). Two price quotes are requested, one for the fall of 2022 and one for the spring of 2023. Note that quantities differ between spring and fall items to be painted. Additionally, the long line pavement markings are only applied during the spring of 2023, there are no yellow or white long line projects or bid forms for the fall of 2022. This is not an all or none award, vendors may choose to bid for long line only, handwork only, or may submit bids for the entire scope of work. **THE STREETS ARE TO BE PAINTED DURING THE LATE NIGHT/EARLY MORNING HOURS WHEN VEHICULAR TRAFFIC IS MINIMAL.**

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department. Materials and services must be delivered as detailed in accordance with the specifications contained in the Invitation to Bid (ITB).

The ITB, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>.

The City of Birmingham reserves the right to reject any or all proposals and to waive any irregularity in a bid when deemed in the best interest of the City.

The City of Birmingham may offer the successful vendor an option to extend at the same rate for two (2) additional years through mutual consent.

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, May 18, 2022
Deadline for Submissions:	Wednesday, June 1, 2022 at 2:00 p.m.
Contact Person:	Ofc. Gina Moody, Services Coordinator Birmingham Police Department P.O. Box 3001, 151 Martin Street Birmingham, MI 48012 Phone: (248) 530-1772 Email: gmoody@bhamgov.org



INVITATION TO BID
For PAVEMENT MARKINGS 2022-2023

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

All information requested of the vendor shall be entered in the appropriate space on the attached form(s). Failure to do so may disqualify the bid.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of the bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

All bids shall be signed by an authorized officer or employee of the bidder.

Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic bids, telephone bids, or facsimile bids will be accepted.

The City of Birmingham is exempt from State of Michigan and federal excise taxes.

All proposals shall include the following information: Vendor 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 the bid.

The City of Birmingham reserves the right:

1. To award bids received on the basis of individual items, or group of items, or on the entire list of items.
2. To reject any and all bids, or any part thereof.
3. To waive any informality in the bids received.
4. To accept the bid that the City Commission shall deem to be in the best interest of City of Birmingham.



INVITATION TO BID
For PAVEMENT MARKINGS 2022-2023

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INTRODUCTION

The purpose of this ITB is to request sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2022-2023** per the specifications on the attached sheets.

The City of Birmingham, Michigan will grant to the successful bidder a purchase order for the following:

**PAVEMENT MARKINGS 2022-2023 FALL 2022 HANDWORK
PAVEMENT MARKINGS 2022-2023 SPRING 2023 HANDWORK
PAVEMENT MARKINGS 2022-2023 SPRING 2023 LONG LINES / CENTER LINES**

For purposes of this Invitation to Bid, the City of Birmingham will hereby be referred to as "City" and the vendor will hereby be referred to as "Contractor."

The City is accepting sealed bids from qualified vendors for the purchase of **PAVEMENT MARKINGS 2022-2023**. This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this ITB.

During the evaluation process, the City reserves the right to request additional information or clarification from bidders. The City reserves the right to allow corrections of errors or omissions. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment. Vendors submitting bids may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a vendor will be completed by July 1st, 2022. A purchase order will be issued to the selected Contractor(s) following execution of the Agreement(s). A copy of the Agreement is contained herein for reference. Contract services shall commence upon execution of the Agreement by the City.

INVITATION TO SUBMIT A BID

Proposals shall be submitted no later than Wednesday, June 1, 2022 at 2:00 p.m. to:

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

One (1) original and one (1) copy of the proposal shall be submitted. The bid should be sealed in an envelope, which shall be clearly marked on the outside, "**PAVEMENT MARKINGS 2022-2023**". Any bid proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one bid provided each bid meets the functional requirements of this Invitation To Bid.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each bid.
2. Any request for clarification of this ITB shall be made in writing and delivered to: Ofc. Gina Moody, (248) 530-1772, gmoody@bhamgov.org, City of Birmingham, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All bids must be submitted following the ITB format as stated in this document and shall be subject to all requirements of this document including the instruction to Contractors 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 ITB format by the Contractor.
4. The contract will be awarded by the City of Birmingham, at the City's sole discretion, to the most responsive and responsible Contractor with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. **Each respondent shall include in his or her bid, in the format requested, the cost of performing the work, equipment and total budget.** 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 contractor with tax exemption information when requested.
6. Each respondent shall include in their bid the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

CONTRACTOR'S RESPONSIBILITIES

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

1. Completed and sign all forms requested for completion within this ITB.
 - a. Agreement (Attachment A)
 - b. Bidders Agreement (Attachment C)
 - c. Cost Proposal (Attachment D)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment E)
2. A description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size and purpose, in a timely manner, and within budget.
3. A project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The Contractor will be responsible for obtaining any associated permits at no cost to the Contractor.

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19, 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 11, of the Agreement attached as Attachment A, for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, 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

All proposals submitted must include a signed Agreement as provided in Attachment A. The Contractor whose proposal is accepted shall be required 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.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10, 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 in accordance to paragraph 17 of the Agreement, attached as Attachment A.

EXAMINATION OF BID MATERIALS

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

PROJECT TIMELINE

Submitted to MITN: Wednesday, May 18, 2022

Deadline for Submissions: Wednesday, June 1, 2022, at 2:00p.m.-Bids publicly opened
151 Martin Street, Birmingham, MI, 48009-City Commission
Room 2nd floor.

Award of Bid: Estimated award July 1, 2022

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

SCOPE OF WORK

The Contractor shall provide the following equipment and services in accordance with the requirements as defined and noted herein: **PAVEMENT MARKINGS 2022-2023**

PROJECT LOCATION: Birmingham, Michigan 48009

1. The City of Birmingham is accepting sealed bids from qualified vendors to provide **PAVEMENT MARKINGS 2022-2023**. Bids may be submitted for Handwork and/or Long Line/Center Line pavement markings.
2. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
3. This section and referenced documents shall constitute the Scope of Work for this project and, as such, all requirements must be met.
4. All bids submitted for the **PAVEMENT MARKINGS 2022-2023** must include specifications as listed in this Invitation to Bid as identified in the cost proposal bid documents (See Attachment D).
5. Crosswalks within the Central Business District (CBD-See Attachment B):
 - a. **FALL OF 2022 ONLY** Crosswalks of any other design will be ground off and the City standard Continental 24" wide bars will be painted.
6. Crosswalks outside the Central Business District:
 - a. Continental Design-Crosswalks with 24" wide bars will be repainted. Continental Design-Crosswalks with smaller width bars will be repainted to the standard 24" wide bars.
 - b. Non-Continental Design-Will be repainted as is.

Attachment A

AGREEMENT OF (PAVEMENT MARKINGS 2022-2023)

THIS AGREEMENT is entered into this ___ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____ (name of party) a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is _____, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City has solicited sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2022-2023** per the specifications contained in an Invitation to Bid; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PAVEMENT MARKINGS 2022-2023** pursuant to the Invitation to Bid.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **PAVEMENT MARKINGS 2022-2023** and all attachments thereto, posted May 10, 2022, and the Contractor's response to the City's Request for Proposal shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of one year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date. The City and Contractor may, upon mutual consent, agree to extend the Agreement at the same rate for two (2) additional years.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor and materials supplied for work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in

performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

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

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City

may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at-will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **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 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: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. 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.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 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, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such

coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Ofc. Gina Moody

Contractor:

Attn: _____

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractors staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: 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.

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

19. LEGAL PROCEEDINGS: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____(attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ (date of response) response, the terms of this Agreement shall prevail.

21. 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 parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

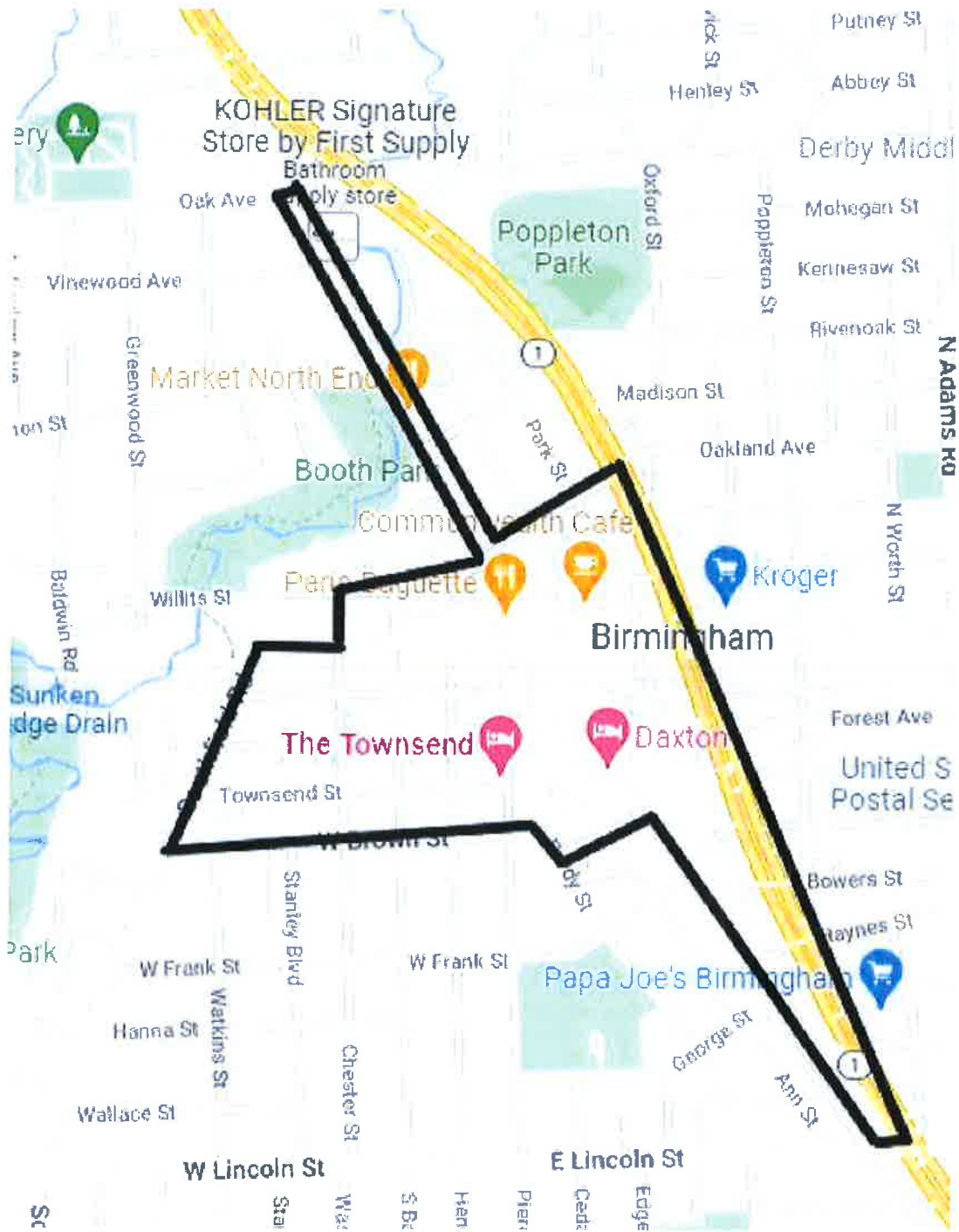
Thomas M. Markus, City Manager
(Approved as to substance)

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

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

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)


**ATTACHMENT B – CENTRAL BUSINESS DISTRICT MAP
For "PAVEMENT MARKINGS 2022-2023"**



ATTACHMENT C - BIDDER'S AGREEMENT
For "PAVEMENT MARKINGS 2022-2023"

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

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

<u>NICHOLAS C. SHEA</u>	<u>6.1.22</u>
PREPARED BY (Print Name)	DATE
<u>VICE PRESIDENT</u>	<u>6.1.22</u>
TITLE	DATE
	<u>nick@pkcontracting.com</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>P.K. CONTRACTING, LLC</u>	
COMPANY	
<u>1965 BARRETT DR TROY, MI 48084</u>	<u>248 362 2130</u>
ADDRESS	PHONE
<hr/>	
NAME OF PARENT COMPANY	PHONE
<hr/>	
ADDRESS	

ATTACHMENT D – COST PROPOSAL (1 OF 4)

FALL 2022 HANDWORK For "PAVEMENT MARKINGS 2022-2023"

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	11,500	6" CROSS *REFERENCE SCOPE OF WORK	\$ 1.10	\$12,650.00
2	11,500	12" CROSS *REFERENCE SCOPE OF WORK	\$ 2.15	\$24,725.00
3	3,200	24" CROSS *REFERENCE SCOPE OF WORK	\$ 4.20	\$13,440.00
4	13,000	YELLOW CURB	\$ 4.20	\$54,600.00
5	6	SCHOOL LEGENDS	\$80.00	\$ 480.00
6	55	ONLY LEGENDS	\$55.00	\$ 3,025.00
7	0	25 MPH LEGENDS	\$55.00	0
8	71	LEFT TURN ARROWS	\$50.00	\$3,550.00
9	14	RIGHT TURN ARROWS	\$50.00	\$ 700.00
10	11	THRU ARROWS	\$45.00	\$ 495.00
11	19	COMBO ARROWS	\$75.00	\$1,425.00
12	0	BLUE CURB	\$ 1.25	0
13	7	HANDICAP SYMBOLS	\$25.00	\$ 175.00
14	2,000	6" BLUE	\$ 1.10	\$ 2,200.00
15	16,000	6" PARKING	\$ 1.10	\$17,600.00
16	600	6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	\$ 1.10	\$ 660.00
17	500	12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	\$ 2.15	\$ 1,070.00
18	2,900	16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	\$ 3.10	\$ 9,090.00
19	100	18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	\$ 4.10	\$ 410.00
20	20	12" STOP	\$ 2.15	\$ 43.00
21	400	18" STOP	\$ 4.10	\$ 1,640.00
22	2,400	24" STOP	\$ 4.20	\$ 10,080.00
23	0	4" WHITE - PARKING LOTS	\$ 1.10	0
24	2,500	6" WHITE – PARKING LOTS	\$ 1.10	\$ 2,750.00
25	0	6" YELLOW – PARKING LOTS	\$ 1.10	0
26	500	YELLOW CURB – PARKING LOTS	\$ 4.20	\$ 2,125.00
27	2,600	4" BLUE – PARKING LOTS	\$ 1.15	\$ 2,990.00
28	500	6" BLUE – PARKING LOTS	\$ 2.15	\$1,075.00
29	100	HANDICAP SYMBOLS – PARKING LOTS and METER SPACES	\$ 25.00	\$ 2,500.00
30	0	YELLOW LINE - SEE ATTACHED LIST	\$ 3.10	0
31	0	WHITE LINE – SEE ATTACHED LIST	\$ 3.10	0
32	10	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	\$ 105.00	\$ 1,050.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	\$ 80.00	\$ 3,200.00
34		MOBILIZATION / SETUP CHARGE	\$ 5,000.00	\$ 5,000.00
BID GRAND TOTAL AMOUNT (FALL 2022)				\$178,653.00

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.

**ATTACHMENT D – COST PROPOSAL (2 OF 4)
 SPRING 2023 HANDWORK
 For "PAVEMENT MARKINGS 2022-2023"**

**NOTE: QUANTITIES ARE APPROXIMATE
 BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	24,000	6" CROSS *REFERENCE SCOPE OF WORK	\$ 1.10	\$26,400.00
2	19,000	12" CROSS *REFERENCE SCOPE OF WORK	\$ 2.15	\$40,850.00
3	3,200	24" CROSS *REFERENCE SCOPE OF WORK	\$ 4.20	\$13,440.00
4	28,200	YELLOW CURB	\$ 4.20	\$118,440.00
5	33	SCHOOL LEGENDS	\$ 80.00	\$2,640.00
6	76	ONLY LEGENDS	\$ 55.00	\$4,180.00
7	14	25 MPH LEGENDS	\$ 55.00	\$ 770.00
8	89	LEFT TURN ARROWS	\$ 50.00	\$4,450.00
9	22	RIGHT TURN ARROWS	\$ 50.00	\$1,100.00
10	15	THRU ARROWS	\$ 45.00	\$ 675.00
11	31	COMBO ARROWS	\$ 75.00	\$ 2,325.00
12	20	BLUE CURB	\$ 1.25	\$ 25.00
13	9	HANDICAP SYMBOLS	\$ 25.00	\$ 225.00
14	2,000	6" BLUE	\$ 1.10	\$ 2,200.00
15	29,400	6" PARKING	\$ 1.10	\$32,340.00
16	1,800	6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	\$ 1.10	\$ 1,980.00
17	1,600	12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	\$ 2.15	\$ 3,440.00
18	2,900	16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	\$ 3.10	\$ 8,990.00
19	90	18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	\$ 4.10	\$ 369.00
20	260	12" STOP	\$ 2.15	\$ 559.00
21	940	18" STOP	\$ 4.10	\$ 3,854.00
22	4,250	24" STOP	\$ 4.10	\$17,425.00
23	1,000	4" WHITE - PARKING LOTS	\$ 1.10	\$ 1,100.00
24	11,420	6" WHITE – PARKING LOTS	\$ 1.10	\$12,562.00
25	2,130	6" YELLOW – PARKING LOTS	\$ 1.10	\$ 2,343.00
26	1,100	YELLOW CURB – PARKING LOTS	\$ 4.20	\$ 4,620.00
27	2,450	4" BLUE – PARKING LOTS	\$ 1.15	\$ 2,817.50
28	900	6" BLUE – PARKING LOTS	\$ 2.15	\$ 1,935.00
29	110	HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES	\$ 25.00	\$ 2,750.00
30	117,000	YELLOW LINE - SEE ATTACHED LIST	\$.08	\$9,360.00
31	50,100	WHITE LINE – SEE ATTACHED LIST	\$.08	\$4,008.00
32	90	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	\$ 110.00	\$9,900.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	\$ 80.00	\$3,200.00
34		MOBILIZATION / SETUP CHARGE	\$ 5,000.00	\$ 5,000.00
BID GRAND TOTAL AMOUNT (SPRING 2023)				\$346,272.50

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.

ATTACHMENT D – COST PROPOSAL (3 OF 4)
SPRING 2023 YELLOW AND WHITE LONG LINES / CENTER LINES
 For "PAVEMENT MARKINGS 2022-2023"

**NOTE: QUANTITIES ARE APPROXIMATE
 BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

STREETS TO BE PAINTED IN ACCORDANCE WITH MMUTCD:

Adams Road/Woodward to Big Beaver
 Bates/Willits to Lincoln, and dead end of Bates
 Bowers/Adams to Woodward
 Bowers/East of Adams for approximately one block
 Brown Street/Southfield to Hunter
 Chester/Brown to Willits
 Chesterfield for approximately 135' south of Quarton and also for approximately 200' North of Maple
 Coolidge southbound between Derby and Maple
 Derby/East of Adams for approximately one block
 Elm Street/Haynes to Bowers
 Elm Street/south of Maple for approximately 40'
 Eton/Derby to Eton one block north of 14 Mile (include in bid amount – do not paint without approval)
 14 Mile Road/Cummings to east city limits (north lane lines only)
 Hamilton/Woodward to Hunter
 Lincoln/Arlington to Eton and Cranbrook to Hillside
 Maple/Cranbrook to Southfield
 Maple/Woodward to Coolidge (Edenborough to Coolidge, north lane lines only)
 Merrill/Southfield to Woodward
 Oak Street/Hunter Boulevard to Woodward/Lakeside to City limits
 Oakland Boulevard/Hunter to Lawndale
 Old Woodward/North crossover to Willits/Oakland
 Park Street/Maple to Oakland
 Pierce Street/Maple to Brown
 Shirley/from a point 300' north of Lincoln to a point 600' north of Lincoln
 Southfield/Maple to 14 Mile Road
 Willits/Woodward to Chester

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	108,600	YELLOW LINE - SEE ATTACHED LIST	\$.08	\$8,688.00
2	50,100	WHITE LINE – SEE ATTACHED LIST	\$.08	\$4,008.00
3		MOBILIZATION / SETUP CHARGE	\$ 1.00	\$ 1.00
BID GRAND TOTAL AMOUNT (SPRING 2023)				\$12,697.00

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.

ATTACHMENT D – COST PROPOSAL (4 OF 4)

**FALL 2022 HANDWORK
For "PAVEMENT MARKINGS 2022-2023"**

**NOTE: QUANTITIES ARE APPROXIMATE
BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**


ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	35	GRIND ANY NON-COMFORMING CROSSWALKS WITHIN CBD PRIOR TO PAINTING NEW CITY STANDARD (FALL OF 2022 ONLY)	\$ 750.00	\$ 26,250.00
		BID GRAND TOTAL AMOUNT (FALL 2022)		\$ 26,250.00

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.

**ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION
FORM For "PAVEMENT MARKINGS 2022-2023"**

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.

<u>NICHOLAS C. SHEA</u>		<u>6.1.22</u>
PREPARED BY (Print Name)		DATE
<u>VICE PRESIDENT</u>		<u>6.1.22</u>
TITLE		DATE
		<u>nick@pkcontracting.com</u>
AUTHORIZED SIGNATURE		E-MAIL ADDRESS
<u>P.K. CONTRACTING, LLC</u>		
COMPANY		
<u>1965 BARRETT DR</u>	<u>TROY, MI 48084</u>	<u>248 302 2130</u>
ADDRESS	PHONE	
NAME OF PARENT COMPANY		PHONE
ADDRESS		
<u>38-2313864</u>		
TAXPAYER I.D.#		



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)
7/26/2022

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 LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A : The Travelers Indemnity Company	NAIC # 25658
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D : The Charter Oak Fire Insurance Company	25615
INSURER E :	
INSURER F :	

INSURED P.K. Contracting, Inc.
1509982 1965 Barrett
Troy MI 48084

COVERAGES **CERTIFICATE NUMBER: 18740227** **REVISION NUMBER: XXXXXXXX**

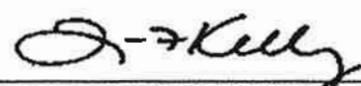
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input checked="" type="checkbox"/> Work within 50' <input checked="" type="checkbox"/> LTD Jobsite Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTC2K-CO-8S997586-IND-22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	VTC2E-CAP-8S997605-TCT-22 VTK-BAP-8S997617-IND-22	1/1/2022 1/1/2022	1/1/2023 1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-8S997630-22-25	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	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 checked="" type="checkbox"/> N/A		Y	UB-8S548375-22-25-K	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deductible: \$150,000 General Liability Loss including ALAE. Deductible: \$150,000 Auto Liability Loss including ALAE; \$2,500 Comprehensive; \$2,500 Collision. Deductible: \$150,000 Workers Compensation and Employers Liability Loss including ALAE. Additional insured in favor of City of Birmingham on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER **CANCELLATION** See Attachment

18740227
City of Birmingham
151 Martin
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


All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

All Policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice is canceled by the company other for nonpayment of premium, 10 days' notice if the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.



MEMORANDUM

(Police Department)

DATE: September 1, 2022

TO: Thomas M. Markus, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Program Year 2022 High Intensity Drug Trafficking Area (HIDTA) sub recipient agreement between Oakland County and the City of Birmingham (Data Universal Numbering System ((DUNS)) #: 074239450)

INTRODUCTION:

The police department is a member of the Oakland County Sheriff's Office Narcotic Enforcement Team (NET) through an approved inter-local agreement between the City and Oakland County. In addition to Birmingham, thirteen other communities are also members of NET through the inter-local agreement.

BACKGROUND:

In 2022, with the permission and cooperation of all thirteen member agencies, the Oakland County Sheriff's Office applied for a grant through the Executive Board for Michigan High Intensity Drug Trafficking Area (HIDTA) requesting the United States Office of National Drug Control Policy (ONDCP) grant NET an award of \$135,000.00 for the program year 2022 (January 1, to December 31, 2022). The grant award will allow partial funding for overtime reimbursement of NET investigators for drug investigations. Oakland County will reimburse the City up to \$5,000.00 for each officer with qualifying NET related overtime.

LEGAL REVIEW:

Legal Counsel reviewed the inter-local agreement and has no concerns.

FISCAL IMPACT:

If approved, the City would receive grant funding reimbursement from Oakland County up to \$5,000.00 for qualifying NET related overtime.

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

In order to receive funds from the grant, the City of Birmingham is required to enter into a subrecipient agreement with Oakland County. The purpose of the agreement is to delineate the relationship and responsibilities regarding Oakland County's use of grant funds to reimburse municipalities for overtime incurred as it relates to participation in the Oakland County Narcotic Enforcement Team (NET).

ATTACHMENTS:

1. Program Year 2022 High Intensity Drug Trafficking Area (HIDTA) subrecipient agreement between Oakland County and the City of Birmingham.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Program Year 2022 High Intensity Drug Trafficking Area (HIDTA) subrecipient agreement between Oakland County and the City of Birmingham. Further, to authorize the Mayor to sign the agreement on behalf of the City.

**PROGRAM YEAR 2022
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND CITY OF BIRMINGHAM
Data Universal Numbering System (DUNS) #: 074239450**

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Birmingham, 151 Martin St., Birmingham, MI 48009, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

PURPOSE OF AGREEMENT.

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award for program year (PY) 2022 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2022 begins January 1, 2022 and ends December 31, 2022.

If ONDCP grants N.E.T. an award for PY 2022, the ONDCP disburses the HIDTA grant funds to the Michigan State Police ("MSP"). To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

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

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

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- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2022 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.

- 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2022.
- 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
- 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
- 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
- 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. **FEDERAL AWARD PROJECT DESCRIPTION.**

- 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
- 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
- 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
 - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.
- 3.4. Period of Performance: January 1, 2022 through December 31, 2022.

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- 3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and MSP, which is incorporated into this Agreement by reference.

4. USE OF HIDTA FUNDS.

4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed **\$5,000.00** for each participating law enforcement officer unless otherwise provided herein. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the MSP reimbursing the County.

4.2. The County will reimburse the Municipality up to **\$5,000.00** for each participating law enforcement officer for qualifying N.E.T.-related overtime unless otherwise provided herein. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.

4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.

4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.

4.3. There is no research and development performed pursuant to this Agreement.

4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.

5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2022 has expired. If the County, in its sole discretion, determines that the

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documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

- 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
 - 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
 - 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
 - 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

6. GENERAL COMPLIANCE.

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP. The HIDTA Grant Agreement between ONDCP and MSP will be provided to the Municipality within a reasonable time after the County receives a copy of it.
- 6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

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- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards (“GAAS”) if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

8. CONFLICT OF INTEREST.

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

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- 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

9. MANDATORY DISCLOSURE.

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII “Award Term and Condition for Recipient Integrity and Performance Matters,” are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 “Remedies for Noncompliance”.

10. RECORD RETENTION.

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

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11. ACCESS TO RECORDS.

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

12. TERM.

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2022.

13. ASSURANCES.

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. 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.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

14. TERMINATION OF AGREEMENT.

- 14.1. This Agreement may be terminated in whole or in part as follows:
 - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
 - 14.1.2. by the County for cause;

14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

15. CLOSEOUT.

15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.

16.1. The closeout of this Agreement does not affect any of the following:

16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;

16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.

16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

17. REMEDIES FOR NONCOMPLIANCE.

17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be

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remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
- 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 17.1.3. wholly or partly suspend or terminate the Agreement;
- 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- 17.1.5. withhold further funds for the project or program;
- 17.1.6. take other remedies that may be legally available.

18. **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.
19. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
20. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
21. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
22. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
23. **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.

24. 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.

25. CAPTIONS. The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

26. NOTICES. 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: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Birmingham.

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

27. CONTACT INFORMATION.

<p><u>County of Oakland</u> Lieutenant Sean Jennings Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: jennings@oakgov.com</p>	<p><u>City of Birmingham</u> Commander Chris Koch Birmingham Police Department 151 Martin Birmingham, MI 48009 248-530-1769 Email: ckoch@bhamgov.org</p>
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2022 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

- 28. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan’s conflict of laws provisions.
- 29. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
- 30. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
 David T. Woodward, Chairperson
 Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
 Printed Name:
 Title:

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality’s governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
 Printed Name:
 Title:

WITNESSED: _____ DATE: _____
 Printed Name:
 Title:



Michigan HIDTA

Initiative Description and Budget Proposal

All Initiatives which seek HIDTA funding must complete this proposal and return to Michigan HIDTA via e-mail by the announced deadline. Completion of all sections of this proposal is required. The Office of National Drug Control Policy examines these submissions very closely. Your proposal must be clear, concise and complete. **A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

Program Year: Initiative Title:

Submitter's Rank/Name: Submitter's Telephone #:

Submitter's E-mail Address:

SECTION 1: INITIATIVES

Level of Activity - Check all that apply

Local DTO Focus Multi-State DTO Focus International DTO Focus Interdiction Focus

Does this Initiative Routinely Provide Information to the HIDTA Investigative Support Center (ISDC)?

YES NO

SECTION 2: PROFILEInitiative Description

Enter Lead Agency:

Enter Location of Initiative (City):

Check All That Apply

- Initiative is Collocated with other HIDTA Initiatives
- Initiative is Staffed with Full-Time Federal and Full-Time State/Local Personnel
- Full-Time Members of Initiative are Collocated and Commingled with Federal and State/Local Personnel

Initiative Description and Budget Proposal Instructions

Enter your initiative description and budget detail in the text box on the following page. The text box is not character limited, nor is it limited to the visible field on the page. It works best to compose the narrative in Word and copy into the text field on the following page. Please use narrative only to complete this section. The PMP software will not accept graphs, tables, charts, images, etc.

The narrative section is intended to describe the mission and proposed activities for your initiative (dismantling DTOs, meth labs, interdicting drugs/money, apprehending fugitives, etc.) and detail your initiative's funding request. This description should indicate when the initiative was first funded by HIDTA.

Your narrative must be clear, concise and complete. Do not include a long narrative detailing the history or accomplishments of your initiative. Please **limit** your initiative description to several short paragraphs.

The first paragraph should clearly **identify the threat** (drug problem, violent crime, money laundering) in your area. ONDCP expects detailed information regarding the threat in the **HIDTA county/counties which your initiative serves**. Describe the types of drugs being trafficked, the presence/activities of gangs and drug-related violent crime. Include information on DTOs and MLOs operating in your area. DO NOT use specific names/addresses for any organizations or provide any information which is law enforcement sensitive or classified. Referring to the Michigan HIDTA Annual Threat Assessment/Drug Market Analysis is essential when describing the threat in your region.

In the next paragraph **discuss your plan to attack the threat** in your region. Describe your initiative and detail your plan to address the specific threats/problems in your area and achieve your performance targets. If your initiative consists of multiple teams, explain how each team's activities attack the drug threat in your HIDTA county. Detail how you will work more efficiently and effectively by conducting intelligence-driven investigations and sharing information (leads).

The next paragraph(s) should **present your budget request**. Remember that HIDTA funding is added-value funding and cannot be used to supplant normal operating budget items. Each budget line item (overtime, equipment, supplies, vehicles, phones, services, etc.) must be detailed in narrative form, specifying the amount requested and how each line item amount will be utilized. It is important to relate why each line item is needed and how it fits into your plan to attack the threat in your region and attain your performance targets. Provide a clear, concise and complete explanation of all items in your budget request. The budget narrative will be reviewed by the Michigan HIDTA Steering Committee and Executive Board before being sent to ONDCP for review and approval.

ONDCP closely examines **vehicle expenditures**. Lease costs and other vehicle-related expenses must be detailed. Ensure the number of vehicles and expenses match the number of eligible officers in your initiative. Examples: "6 vehicles @ \$500/month x 12 months = \$36,000; Gasoline Expense, 6 officers @ \$200/month x 12 months = \$14,400 .

ONDCP also scrutinizes **overtime expenses**. Ensure these expenses line-up with eligible officers in your initiative. ONDCP caps overtime for individual officers at \$9,500 annually. The Michigan HIDTA limits the cap to \$6,500 per officer annually. Each initiative is required to maintain documentation/spreadsheet to ensure these limits are not exceeded. Example: 10 task force officers x \$3,000/annually = \$30,000 annual overtime.

PLEASE NOTE: Equipment vs. Supplies - There has been a change in how these items are categorized. All items purchased for **\$5,000 or more per item** are categorized as **Equipment**. All items purchased for **\$4,999 or less per item** are categorized as **Supplies**.

Equipment expenses must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 10 ballistic shields @ \$6,000 each = \$60,000.

Supplies expenses must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 12 laptop computers @ \$1,000 each = \$12,000.

Service expenses must also be detailed. Example: Monthly cell phone service for 12 officers @ \$100/monthly x 12 months = \$14,400.

The total of all items must match the total entered in the **"Total Dollar Amount Requested"** field at the top of the next page.

A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.

Enter Initiative Description and Budget Proposal Detail Below

Total Dollar Amount Requested: \$135,000

Explain the mission of the initiative and provide a detailed explanation of the specific threat(s) identified in the HIDTA Annual Threat Assessment that this initiative is designed to address. ALL SECTIONS MUST BE COMPLETED.

INITIATIVE PURPOSE:

The Oakland County Narcotic Enforcement Team (NET) is a cooperative partnership of Federal, County and local law enforcement agencies in Oakland County located in Southeastern District of Michigan. The task force is located at the Oakland County Sheriff Office in Pontiac, and focuses on mid to upper level drug trafficking organizations (DTOs) and criminal groups operating in Oakland County. The task force also supports street level investigative operations targeting smaller quantities of cocaine, crack cocaine, methamphetamine, fentanyl and controlled prescription drugs.

THREAT FOCUS:

Fentanyl and fentanyl mixed with other narcotics continue to be the most lethal category of illicit substances misused in Oakland County. Heroin-related overdose deaths remain at high levels in the county. The task force has observed a substantial increase in methamphetamine distribution and use. Cocaine has become a resurgent threat and is widely available throughout the county. Controlled prescription drugs remain an area of concern.

Regional and local DTOs are the primary drug trafficking threats in the NET AOR. These DTOs transport cocaine, heroin, fentanyl, and methamphetamine into Oakland County. Most of the illegal narcotics remain and are distributed by local DTOs and criminal groups and eventually consumed by users.

PERSONNEL STRUCTURE AND PARTICIPATING AGENCIES:

NET is led by the Oakland County Sheriff Office and supported by the Drug Enforcement Administration (DEA), Homeland Security (HSI), Oakland County Prosecutors Office, Auburn Hills Police Department, Birmingham Police Department, Bloomfield Township Police Department, Farmington Hills Police Department, Ferndale Police Department, Franklin Police Department, Hazel Park Police Department, Madison Heights Police Department, Rochester City Police Department, Royal Oak Police Department, Troy Police Department, Waterford Police Department, West Bloomfield Police Department in a full time capacity. The multi-agency approach brings local law enforcement officers from each designated area, and combines their local investigative capacities as a means to dismantle and disrupt large and mid-level DTOs and criminal groups in Oakland County.

INVESTIGATIVE APPROACH:

NET will leverage HIDTA funds to support investigative overtime and communication services for investigators. Drug seizures will be thoroughly investigated by NET investigators in order to (1) trace these seizures back to the source(s) of supply, (2) assist investigators in ultimately disrupting and dismantling DTOs and seizures back to the source(s) of supply, and (3) assist investigators in ultimately disrupting and dismantling DTOs and criminal groups. NET investigators monitor DTO trafficking patterns and share the information with our federal partners. The NET task force initiates investigations into upper and mid-level DTOs and criminal groups. The main goal of the task force is to identify disrupt, and dismantle local DTO's and criminal groups. If the DTO is identified as a multi-state or international organization then this intelligence is passed on to the DEA for investigation and federal prosecution. In addition to DEA participation in NET, NET further assigns two investigators to work closely and coordinate with two other DEA groups. This

Predicting Expected Outputs: When developing your expected outputs for the Program Year, please ensure you take into consideration your past 2-3 year performance averages. ONDCP frequently refers to these averages when evaluating future performance target numbers.

SECTION 3: DTOs

DTO Expected Outputs:

Predict the number of DTOs and MLOs you expect to disrupt and/or dismantle during the Program Year. Your performance targets should be aggressive but reasonably attainable, considering expected staffing and funding. Remember that your initiative's performance is compared to how successfully it attained its predicted totals. Please note Initiative's performance is not compared to the performance of other initiatives. Include pertinent notes in the Notes/Additional Information box.

DISRUPTED Defined

DISMANTLED Defined

Enter Number of **DTOs** Expected to be Disrupted or Dismantled This Program Year:

Notes/Additional Information:

Enter Number of **MLOs** Expected to be Disrupted or Dismantled This Program Year:

Notes/Additional Information:

SECTION 4: CLANDESTINE LABS

Predict the number of each of the following items which you expect to seize during the Program Year. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Lab Dump Sites Expected to be Seized

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized

Enter the Number of Children Expected to be Affected

Enter the Number of **Meth Labs** Expected to be Dismantled

Enter the Number of **Other Clan Labs** (Production/Conversion) Expected to be Dismantled

Notes/Additional Information:

SECTION 5: ACTIVITIES

Predict the number of each of the following items for the Program Year. Include pertinent notes in the Notes/Additional Information box.

New HIDTA Cases:

Enter the Number of New HIDTA Initiative Cases Expected to be Opened This Program Year:

Notes/Additional Information:

Case Support:

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year:

Refer to definition of Analytical Support (AS). Project only number of cases which will receive AS from an analyst embedded with your TF or the DSEMIIC/MIOC. Do not include cases which will receive AS from an analyst seated at the HIDTA. A case can be reported receiving AS only ***ONCE IN A CALENDAR YEAR*** but can be counted each calendar year it receives AS. Project the number of separate cases to receive AS in the year, not the number of times AS is received on all cases. ***Important: Remember to submit a completed survey with your quarterly report for each case receiving AS.***

Enter the Number of Event Deconflictions Expected to be Submitted This Program Year:

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year:

Notes/Additional Information:

SECTION 6: FUGITIVES

Predict the number of fugitives you expect to apprehend for the Program Year. A *Fugitive* is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc. An *Arrest* is defined as any apprehension made absent any type of court-issued pick-up order, primarily arrests made on probable cause. Initiative plans to make *Arrests* during the year are indicated by selecting *Arrests* from the *Other Outputs* pick list in Section 7.

Enter the Number of Fugitives Expected to be Arrested This Program Year:

Notes/Additional Information:

SECTION 7: OTHER OUTPUTS

ENTRY OF MANDATORY OUTPUTS

FORENSIC ENHANCEMENT - MSP TECHNICAL SUPPORT UNIT - REDRUM

Continue to report Other Outputs contained in the pick list boxes below. Other Output information provided will be maintained internally at the HIDTA but will not be reported in PMP.

ALL OTHER HIDTA INITIATIVES

Report **ONLY** the four Other Outputs **ARRESTS, CRIMINAL GROUPS, FIREARMS SEIZED and T-III WIRETAPS**. This information will be reported in PMP.

FUGITIVES VS. ARRESTS

Fugitives: Provide a projection of how many fugitives your task force will arrest for the year in *Section 6: Fugitives*. **A fugitive is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc.**

Arrests: No projection of how many arrests your task force will make for the year is required. **An arrest is defined as any apprehension made absent any type of court-issued pick-up order; primarily arrests made on probable cause.** Indicate your task force's intentions to make arrests during the year by selecting/loading ARRESTS into one of the Other Output boxes below.

Definition of Wiretap

A wiretap is a form of electronic monitoring where a Federal or state court order authorizes law enforcement to surreptitiously listen to phone calls or intercept wireless electronic text messages or video communications. Indicate your plan to utilize wiretaps by selecting T-III WIRETAPS in one Other Output box to the right.

Reporting Wiretaps

No projection regarding the number of wiretaps to be utilized is required. The actual number of wiretaps is reported each quarter on the Task Force Quarterly Report. Report only the number of lines (telephone numbers) for which a court order authorized eavesdropping. Do not report an extension of a court order for the same telephone line (number) unless the extension is spanning the calendar year being reported. Note: Dialed number recorders (Pen Registers) are not considered a wiretap for PMP reporting purposes.

Select the Other Outputs your initiative plans to utilize in the pick list boxes below.

Other Output:	<input type="text"/>
Other Output:	<input type="text"/>
Other Output:	<input type="text"/>
Other Output:	<input type="text"/>
Other Output:	<input type="text"/>
Other Output:	<input type="text"/>
Other Output:	<input type="text"/>
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Other Output:	<input type="text"/>
Other Output:	<input type="text"/>
Other Output:	<input type="text"/>



Michigan HIDTA

Request for HIDTA **Overtime** Reimbursement

ONE FORM PER OFFICER

REGULAR OVERTIME

Exhibit B

Michigan HIDTA
 Mary Szymanski - Financial Manager
 FAX: 248.356.6513
 mszymanski@mi.hidta.net

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW. By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

APPROVING TASK FORCE COMMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED BORDERED BOX BELOW: By typing my name in the box below, I certify I received this overtime request from the Requesting Officer, and have reviewed and approved after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS \$8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.						
FEDERAL PARTICIPANTS ARE NOT ELIGIBLE TO RECEIVE HIDTA OVERTIME.						
1					\$0.0000	
2					\$0.0000	
3					\$0.0000	
4					\$0.0000	
5					\$0.0000	
6					\$0.0000	
					\$0.0000	

ITEM #	PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.
1	
2	
3	
4	
5	
6	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

YOUR AGENCY LETTERHEAD

CLASSIFICATION: UNCLASSIFIED
AUTHORITY: 28 CFR 1.101-2.1
DATE: 01/17/2018
BY: [illegible]

January 17, 2018

Director Craig Summers
Michigan HIDTA
28 W. Adams
Suite 400
Detroit, MI 48226

Dear Director Summers:

Please accept this correspondence as notification of the current pay rate for the listed **ADD YOUR AGENCY NAME** police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective **July 1, 2017**.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[Redacted name]



[Redacted address]

[Redacted] TIME SHEET

DATE	HOURS	OVERTIME	NET#
07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		
APPROVED 8/16/16			
[Redacted Signature]			
08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVING SIGNATURE: [Redacted Signature]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements. **Exhibit E**

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.

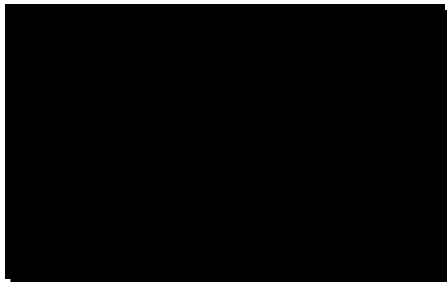


Pay Period Ending On: 08/07/2016
 Check #: [REDACTED]
 Check Date: 08/12/2016
 Primary Rate: 31.2962
 Withholding Rate: 00
 Federal Allowances: 0

PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00	FITW	475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING_PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK_PS_07/01	0.00	0.00	0.00	625.92	MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63	DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00	2,879.25	PS_HBL VISION	9.13	104.73
IN_LIEU_MED_P_S	0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF	84.97	1,424.49
LIFE_INS	0.00	0.00	0.00	8.96	ICMA_PCNT	117.91	1,959.14
HOLIDAY	0.00	0.00	0.00	1,251.85	FLEX_PLAN	98.50	1,576.00
					SAVINGS_PSO	5.60	84.00
					PNC	647.59	11,474.94
					PNC	1,000.00	16,588.65
					ALLY	150.00	2,400.00
TOTALS:	80.00	7.00	2,947.69	49,931.76	TOTALS:	2,947.69	49,922.80

Net Pay This Period: 1,797.59

LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK_PS_07/01	96.00	0.00	0.00	0.00	96.00
SICK_PS_GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00

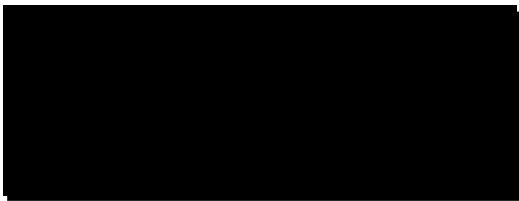


08/12/2016



1,797.59

VOID**VOID*****VOID*****CHECK STUB REPRINT*****





MEMORANDUM

Department of Public Services

DATE: September 12, 2022
TO: Thomas M. Markus, City Manager
FROM: Lauren Wood, Director of Public Services
 Mike Bernal, Public Services Manager
SUBJECT: Vehicles 5501 & 5503 Replacement

INTRODUCTION:

Due to their mileage and condition, the Department of Public Services recommends the replacement of fire administrative vehicle 5501, a 2017 Ford Explorer with 90,210 miles, and fire administrative vehicle 5503, a 2017 Ford Explorer with 81,707 miles.

The Fire Department has requested (2) 2023 GMC Yukon 4wd SLE utility vehicles from Todd Wenzel Buick GMC of Westland under the State of Michigan MiDeal pricing.

BACKGROUND:

Vehicles 5501 & 5503 have been identified for replacement and previously listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2022-2023 budget. They both qualify for replacement, as illustrated by the assessment below.

2017 Ford Explorers

		5501	5503
FACTOR	DESCRIPTION	POINTS	POINTS
Age	1 point each year of age	6	6
Miles/Hours	1 point each 10,000 miles of usage	9	8
Type of Service	Type 5 – Police, Fire, and Rescue Services	5	5
Reliability	Level 2 – In shop one time within three month period, one breakdown within same period	3	3
M&R Costs	Level 4 – Maintenance costs are 61-80% of replacement cost	3	4
Condition	Level 4 – Poor paint and body condition, rust, bad interior	3	3
Total Points 28+, poor needs priority replacement		29	29

Both vehicles qualify under the replacement guidelines for “needs priority replacement.” The Department of Public Services recommends replacing both vehicles with (2) 2023 GMC Yukon 4wd SLE utility vehicles from Todd Wenzel Buick GMC of Westland through the State of Michigan MiDEAL

extendable purchasing contract #071B7700184. Once ordered, the lead-time is uncertain and possibly delayed due to the chip shortages.

LEGAL REVIEW:

This purchase has been reviewed and approved by the City Attorney.

FISCAL IMPACT:

The cost for each vehicle is \$46,833.35, totaling \$93,666.70 for both. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

PUBLIC COMMUNICATIONS:

None required or provided.

SUMMARY:

Based on mileage and condition, the Department of Public Services recommends the replacement of vehicles 5501 & 5503 with (2) 2023 GMC Yukon 4WD SLE utility vehicles. Upon receipt of the new vehicles, the old vehicles will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

Attached to this report is the agreement, including the vendor quotes with specifications and warranty info.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of (2) 2023 GMC Yukon 4wd SLE utility vehicles from Todd Wenzel Buick GMC of Westland, located at 35100 Ford Rd, Westland, MI 48185, under the State of Michigan MiDeal extendable purchasing contract #071B7700184, in the amount not to exceed \$93,666.70 for both vehicles. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.

AGREEMENT FOR VEHICLE PURCHASE BETWEEN THE CITY OF BIRMINGHAM AND TODD WENZEL BUICK GMC OF WESTLAND

THIS AGREEMENT is entered into this ___ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Todd Wenzel Buick GMC of Westland whose address is 35100 Ford Rd, Westland, MI 48185, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to purchase two (2) 2023 GMC Yukon 4WD, SLE Utility vehicles through a governmental cooperative purchasing agreement; and

WHEREAS, Vendor has qualifications that meet the purchase requirements and has provided a response and cost proposal.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that Vendor's Bid Per Enclosed Specifications be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A"). In the event of a conflict in any terms of this Agreement and the Vendor's Sale of New Vehicles, the terms of this Agreement shall prevail.

2. TERM: This Agreement shall have no term as it is an outright sale.

3. TERMS OF PAYMENT: The Vendor will invoice the City for the sale. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

6. INDEPENDENT VENDOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor's role in providing equipment to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 Vendor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

7. COMPLIANCE WITH LAWS: Vendor agrees to fully and faithfully carry out the duties set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Vendor is subject, Vendor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

8. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor 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 Vendor 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.

9. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Mike Bernal

Vendor: Todd Wenzel Buick GMC
335100 Ford Rd.
Westland, MI 48185
Attn: Albert Li

10. COVID: The Vendor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Vendor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Vendor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated

personnel to leave, request alternate staff, and if the is unable to comply, this violation of safety protocols will constitute a breach of contract by the Vendor.

11. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

12. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

13. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Vendor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

14. DIRECT OR INDIRECT INTEREST: 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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. FAILURE TO PERFORM. If Vendor 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. LEGAL PROCEEDINGS: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

17. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING ARRANGEMENT: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response to the governmental cooperative purchasing arrangement. In the event of a conflict in any of the terms of this Agreement and the Vendor's response the terms of this Agreement shall prevail.

ATTACHMENT A

TODD WENZEL BUICK GMC of WESTLAND

35100 FORD RD
WESTLAND, MI 48185

ALBERT LI

Fleet / Municipal Sales
Ph (734) 713-1065 Fax (734) 467-7181
ali@toddwenzel.com

State of Michigan MiDeal Contract # 071B7700184
MiDeal Spec # 0051-4WDU

City of Birmingham Pricing

(MiDeal Pricing)

2023 GMC Yukon 4wd SLE Utility

7700# GVWR	MSRP \$ 61,025.00	Diesel / Auto Trans
SPEC 051 - 2022 GMC Yukon 4wd SLE Utility		\$ 42,287.00
ADJ – 2023MY GM Price Adjustment for Contract Holder	\$	885.00
SFT – Addition for Pro-Safety Pkg (Req'd 2022MY+)	\$	934.50
LM2 – 3.0L Duramax Turbo-Diesel I6 w/ 10-Speed Auto	\$	905.45
GNT – Volcanic Red Tintcoat Paint	\$	586.95
A50 – Front Bucket Seats	\$	227.50
WPD – Pro Safety Plus Package	\$	450.50
SFE – Wheel Locks	\$	86.45
	Sub-Total	\$ 46,363.35
AFL – All-Weather FloorLiners (1 st ,2 nd ,and 3 rd Rows)	\$	415.00
DEL – Delivery to Birmingham, MI per MiDeal	\$	55.00
	Total	\$ 46,833.35

Prices Quoted are for a MiDeal Factory Order.
FOB Birmingham, MI



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2023 GMC Yukon (TK10706) 4WD 4dr SLE (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
TK10706	2023 GMC Yukon 4WD 4dr SLE

COLORS

CODE	DESCRIPTION
GNT	Volcanic Red Tintcoat

OPTIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements
LM2	Engine, Duramax 3.0L Turbo-Diesel I6
MQC	Transmission, 10-speed automatic
GU5	Rear axle, 3.23 ratio
C3F	GVWR, 7700 Lbs. (3493 kg)
3SA	SLE Preferred Equipment Group
UHN	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) 6-spoke machined aluminum
QDF	Tires, 265/65R18SL all-season, blackwall
GNT	Volcanic Red Tintcoat
A50	Seats, front bucket
H0U	Jet Black, Cloth seating surfaces
I0K	Audio system, 10.2" diagonal Premium GMC Infotainment System with Google built-in
WPD	GMC Pro Safety Plus Package
FHX	Fuel, diesel B20
K05	Engine block heater
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating
KX4	Alternator, 250 amps
SFE	LPO, Wheel locks, set of 4
WMI	Active Aero Shutters, upper and lower
C3A	Heater air system, heat/defrost, 1.5kW
UFG	Rear Cross Traffic Alert

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2023 GMC Yukon (TK10706) 4WD 4dr SLE (✔ Complete)

OPTIONS

CODE	DESCRIPTION
UKC	Lane Change Alert
VQ1	Fleet processing option

Options Total

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2023 GMC Yukon (TK10706) 4WD 4dr SLE (✔ Complete)

Standard Equipment

Package

GMC Pro Safety includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking (UHX) Lane Keep Assist with Lane Departure Warning and (TQ5) IntelliBeam headlamps

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine only.) (STD)

Rear axle, 3.23 ratio

GVWR, 7500 lbs. (3402 kg) (Standard on 4WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine. Standard on 2WD models with (LM2) Duramax 3.0L Turbo-Diesel I6 engine.) (STD)

Keyless Start, push-button

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15 (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Differential, mechanical limited-slip

Electronic Precision Shift

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed. (4WD models only. Not available with (NHT) Max Trailering Package.)

Battery, 730 cold-cranking amps with 80 amp hour rating (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Alternator, 220 amps (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

4-wheel drive

Trailering equipment, heavy-duty includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Cooling, auxiliary external transmission oil cooler, heavy-duty air-to-oil

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (Deleted when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)

Suspension, Premium Smooth Ride

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2023 GMC Yukon (TK10706) 4WD 4dr SLE (✔ Complete)

Mechanical

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) 6-spoke machined aluminum with Dark Grey Metallic accents (STD)

Tires, 265/65R18SL all-season, blackwall (STD) (Standard with (UHN) 18" 6-spoke machined aluminum wheels with Dark Grey Metallic accents only.)

Wheel, full-size spare, 17" (43.2 cm)

Tire carrier, lockable outside spare winch-type mounted under frame at rear

Tire, spare P265/70R17 all-season, blackwall

Luggage rack side rails, roof-mounted, bright

Active Aero Shutters, upper (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Fascia, front

Assist steps, Black with Gloss Black insert

Headlamps, LED

Fog lamps, front LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, acoustic, laminated windshield

Glass, windshield shade band

Glass, deep-tinted

Glass, driver and front passenger laminated front door window

Wipers, front intermittent, Rainsense

Wiper, rear intermittent

Liftgate, rear manual

Door handles, body-color

Entertainment

Audio system, 10.2" diagonal Premium GMC Infotainment System with Google built-in includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2023 GMC Yukon (TK10706) 4WD 4dr SLE (✔ Complete)

Entertainment

Infotainment display, 10.2" diagonal multi-color touchscreen

Audio system feature, 6-speaker system

SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)

Seat trim, Cloth

Seats, second row 60/40 split-folding bench, manual-folding

Seats, third row 60/40 split-folding bench, manual

Seat adjusters, 10-way power, includes 8-way power driver seat with 2-way power lumbar

Seat adjusters, 8-way power, includes 6-way power front passenger seat with 2-way power lumbar

Console, floor with storage area, cup holders (Deleted when (AZ3) 40/20/40 split-bench front seats are ordered.)

Floor mats, color-keyed carpeted first and second row, removable (Deleted when LPO floor mats or LPO floor liners are ordered.)

Floor covering, color-keyed carpeting

Steering column, manual tilt and telescopic

Steering column lock, electrical

Steering wheel, wrapped

Steering wheel controls mounted audio, Driver Information Center, cruise control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, enhanced, 12" diagonal multi-color digital display includes analog speedometer and tachometer gauges

Following Distance Indicator

Wireless Apple CarPlay/Wireless Android Auto

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2023 GMC Yukon (TK10706) 4WD 4dr SLE (✔ Complete)

Interior

- Window, power with driver Express-Up/Down
- Window, power with front passenger Express-Up/Down
- Windows, power, rear with Express-Down
- Door locks, power programmable with lockout protection
- Keyless Open, includes extended range Remote Keyless Entry
- Remote Start
- Cruise control, electronic with set and resume speed
- USB data ports, 2, one type-A and one type-C, located within center console
- USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
- Air conditioning, rear
- Defogger, rear-window electric
- Theft-deterrent system, electrical, unauthorized entry
- Power outlets, 2, 120-volt located on the rear of the center console and rear cargo area
- Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors
- Assist handles, overhead, driver and front passenger, located in headliner
- Assist handles, front passenger A-pillar and second row outboard B-pillar
- Lighting, interior with dome light driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Exterior

- IntelliBeam, automatic high beam on/off
- Daytime Running Lamps, LED

Safety-Mechanical

- Automatic Emergency Braking
- Hill Start Assist
- StabiliTrak, stability control system with brake assist includes traction control and electronic trailer sway control

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2023 GMC Yukon (TK10706) 4WD 4dr SLE (✔ Complete)

Safety-Mechanical

Trailer sway control

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Seat Reminder

OnStar and GMC connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

LATCH system (Lower Anchors and Tethers for CHildren), for child safety seats lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Front Pedestrian Braking

Front and Rear Park Assist

Forward Collision Alert

Lane Keep Assist with Lane Departure Warning

HD Rear Vision Camera

Hitch Guidance

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

Door locks, rear child security, manual

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn, includes Tire Fill Alert (does not apply to spare tire)

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Vehicle: [Fleet] 2023 GMC Yukon (TK10706) 4WD 4dr SLE (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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MEMORANDUM

ENGINEERING DEPARTMENT

DATE: September 8, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott D. Zielinski, Assistant City Engineer
Melissa A. Coatta, City Engineer

SUBJECT: 2022 Cape Seal Program
Hearing of Necessity for Cape Seal Special Assessment District (SAD)

INTRODUCTION:

Design has been completed for cape-seal treatment on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton. The existing unimproved road surface will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.

BACKGROUND:

The streets in the project area are located in the southeast portion of the City. Since the 1940's, cape-seal treatments have been applied to these streets to improve their stability and eliminate dust associated with the original gravel roads. Cape-seal treatments were last applied to these streets in 2010, and the expected life of this treatment is 7-10 years. This proposed project is planned for construction on Banbury and Humphrey in Fall of 2022 and the remainder in Spring of 2023.

The City policy has been to defray the costs of cape-seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefitting from this treatment.

The parcels within the project zone that are subject to the Cape Seal Assessment are highlighted on the attached map. Appended to this report is a list of properties that the department plans to include in the assessment district, along with estimated construction costs.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures. Legal has reviewed and found no issues.

FISCAL IMPACT:

Revenue generated from the Cape Seal Special Assessment District for 2022 Cape Seal Program will defray the costs incurred by the City for construction of these improvements. Consistent with previous projects of this nature, the City's policy is as follows:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage respectively.

For Banbury from Torry to Taunton, the assessable rate is \$38.00 per foot minus fines paid by contractor for direct road damage.

PUBLIC COMMUNICATIONS:

Notice for the Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department has sent all property owners a letter explaining the associated work.

The Engineering Department did receive phone calls from properties owners with questions. One verbal protest was received by the department from 33300 Woodward Ave and one written letter of protest was received from the owners of 1755 Banbury.

SUMMARY:

The Engineering Department recommends that the City Commission declare necessity and approve a Special Assessment District for the 2022 Cape Seal Program. Should the Commission approve the Special Assessment District, a public hearing for confirmation of the roll will be held at the City Commission meeting on September 19, 2022.

ATTACHMENTS:

- Map of proposed Cape Seal Special Assessment District
- Spreadsheet with Estimated Costs of Services
- Clerk's Confirmation of Public Hearing Notice
- Letter of Protest from 1755 Banbury

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits that will be derived for the properties within such assessment district. The City Commission further directs the Manager and City staff to follow all the prescribed requirements and steps detailed in City Code Chapter 94 for Special Assessments. The Special Assessment District shall include all properties within the following district of 198 parcels (listed below), within the 2022 Cape Seal Program project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton.

And, the City Commission will meet on Monday, September 19, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for cape-seal for the 198 parcels within the 2022 Cape Seal Program project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton and Eton.

Parcel ID	Street Address
2031330013	1611 Banbury
2031332001	1612 Banbury
2031330014	1629 Banbury
2031332002	1630 Banbury
2031330015	1647 Banbury
2031332003	1658 Banbury
2031330016	1675 Banbury
2031332004	1676 Banbury
2031330017	1693 Banbury
2031332005	1698 Banbury
2031330018	1711 Banbury
2031332006	1712 Banbury
2031330019	1725 Banbury
2031332007	1730 Banbury

Parcel ID	Street Address
2031330020	1739 Banbury
2031332008	1748 Banbury
2031330021	1755 Banbury
2031332009	1770 Banbury
2031330022	1773 Banbury
2031332010	1792 Banbury
2031330023	1795 Banbury
2031331017	1807 Banbury
2031376001	1810 Banbury
2031376002	1814 Banbury
2031331018	1815 Banbury
2031376003	1824 Banbury
2031331019	1827 Banbury
2031331020	1835 Banbury

2031376004	1836 Banbury
2031331021	1847 Banbury
2031376005	1848 Banbury
2031331022	1857 Banbury
2031331023	1857 Banbury
2031376006	1860 Banbury
2031331024	1863 Banbury
2031376007	1872 Banbury
2031331025	1875 Banbury
2031376008	1884 Banbury
2031331026	1887 Banbury
2031376009	1896 Banbury
2031331027	1899 Banbury
2031383006	1708 Bradford
2031383007	1720 Bradford
2031383008	1732 Bradford
2031380006	1741 Bradford
2031383009	1750 Bradford
2031380010	1785 Bradford
2031383010	1786 Bradford
2031383011	1794 Bradford
2031381014	1823 Bradford
2031381015	1857 Bradford
2031381016	1875 Bradford
2031381017	1895 Bradford
2031385001	1920 Bradford
2031382023	1921 Bradford
2031385002	1938 Bradford

2031382024	1943 Bradford
2031385003	1950 Bradford
2031382025	1965 Bradford
2031385004	1966 Bradford
2031382026	1981 Bradford
2031385005	1988 Bradford
2031378006	1615 Croft
2031379001	1616 Croft
2031383012	1934 Croft
2031383065	1966 Croft
2031383066	1775 E 14 Mile
2031384003	1803 E 14 Mile
2031385006	1915 E 14 Mile
2031326003	1658 E Lincoln
2031328001	1800 E Lincoln
2031330001	1606 Humphrey
2031330002	1620 Humphrey
2031330003	1638 Humphrey
2031330004	1656 Humphrey
2031330005	1672 Humphrey
2031330006	1694 Humphrey
2031330007	1708 Humphrey
2031330008	1722 Humphrey
2031330009	1736 Humphrey
2031330010	1752 Humphrey
2031330011	1778 Humphrey
2031330012	1790 Humphrey
2031331001	1810 Humphrey

2031329011	1823 Humphrey
2031331002	1824 Humphrey
2031331003	1836 Humphrey
2031329012	1837 Humphrey
2031329013	1845 Humphrey
2031331004	1848 Humphrey
2031331005	1860 Humphrey
2031329014	1861 Humphrey
2031331006	1872 Humphrey
2031329015	1873 Humphrey
2031331007	1884 Humphrey
2031329016	1885 Humphrey
2031331008	1890 Humphrey
2031329017	1893 Humphrey
2031331009	1898 Humphrey
2031331010	1910 Humphrey
2031331011	1942 Humphrey
2031331012	1968 Humphrey
2031331013	1990 Humphrey
2031332011	1501 Penistone
2031377001	1508 Penistone
2031332012	1509 Penistone
2031332013	1515 Penistone
2031377002	1516 Penistone
2031332014	1521 Penistone
2031377003	1522 Penistone
2031332015	1533 Penistone
2031377004	1534 Penistone

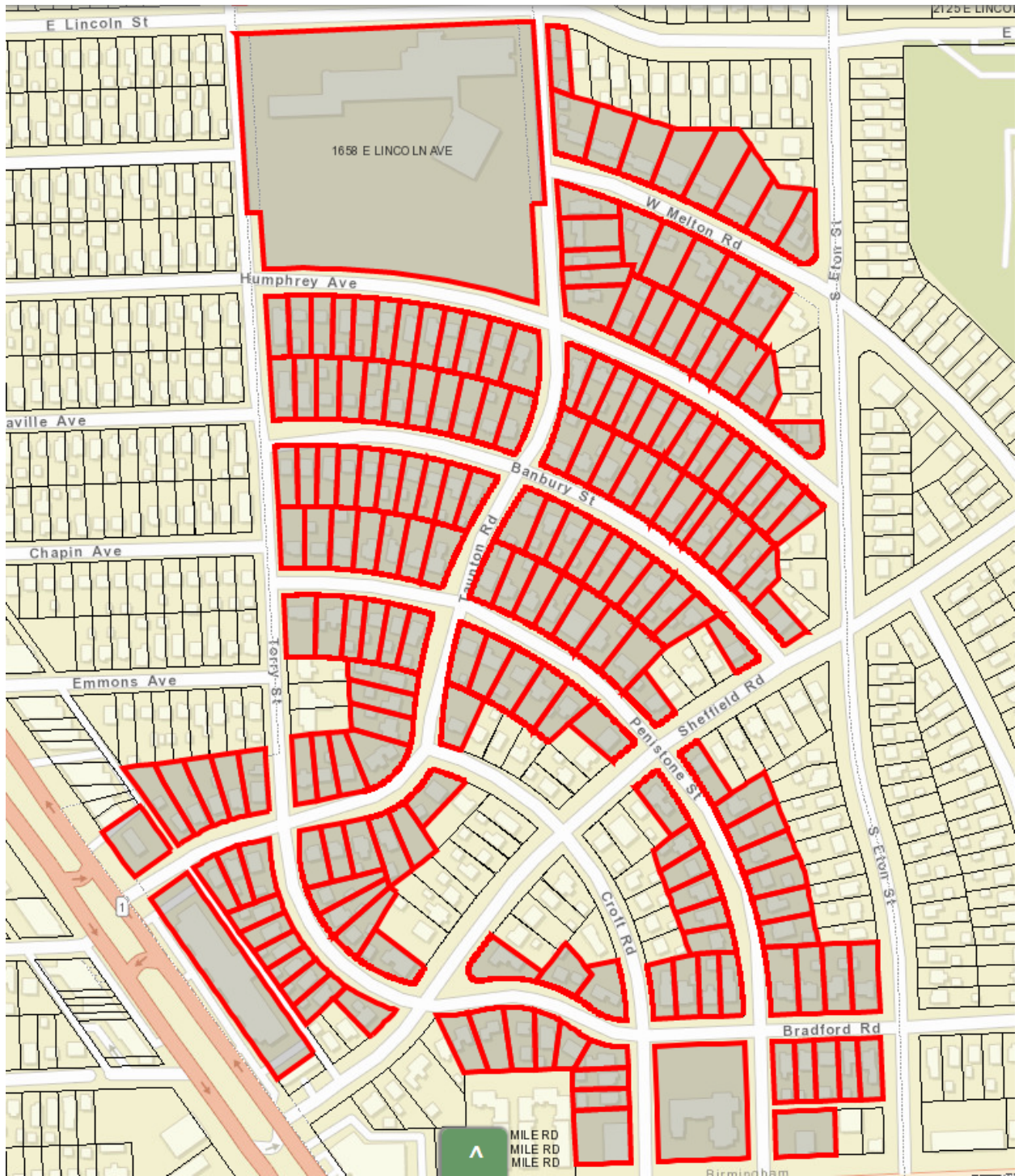
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2031377006	1552 Penistone
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2031376011	1561 Penistone
2031378002	1564 Penistone
2031376012	1567 Penistone
2031378003	1572 Penistone
2031376013	1573 Penistone
2031376014	1575 Penistone
2031378004	1586 Penistone
2031376015	1587 Penistone
2031378005	1594 Penistone
2031376016	1595 Penistone
2031382008	1617 Penistone
2031381009	1628 Penistone
2031382009	1641 Penistone
2031381010	1680 Penistone
2031382010	1681 Penistone
2031381011	1708 Penistone
2031382011	1717 Penistone
2031381012	1740 Penistone
2031382012	1749 Penistone
2031381013	1772 Penistone
2031382013	1777 Penistone
2031329021	1298 S Eton

2031356014	1589 Sheffield
2031379019	1601 Sheffield
2031380005	1710 Sheffield
2031378010	1885 Sheffield
2031381004	1888 Sheffield
2031376021	1903 Sheffield
2031382001	1908 Sheffield
2031376017	1979 Sheffield
2031331028	1995 Sheffield
2031379003	No Number Taunton
2031329002	1243 Taunton
2031329022	1265 Taunton
2031329023	1277 Taunton
2031329004	1291 Taunton
2031377013	1544 Taunton
2031377014	1566 Taunton
2031377015	1570 Taunton
2031377016	1598 Taunton
2031377012	1626 Taunton
2031379004	1631 Taunton
2031377011	1652 Taunton
2031379005	1653 Taunton
2031379006	1665 Taunton
2031377010	1678 Taunton
2031379007	1691 Taunton
2031354049	1742 Taunton
2031354048	1760 Taunton
2031356004	1761 Taunton

2031354047	1772 Taunton
2031356003	1773 Taunton
2031354054	1784 Taunton
2031354050	1700 Torry
2031356005	1714 Torry
2031356006	1722 Torry
2031379008	1727 Torry
2031379009	1741 Torry
2031356007	1744 Torry
2031379010	1755 Torry
2031356008	1758 Torry
2031356009	1772 Torry
2031356010	1784 Torry
2031356011	1798 Torry
2031328014	1819 W Melton
2031329001	1822 W Melton
2031328015	1833 W Melton
2031329005	1854 W Melton
2031328016	1857 W Melton
2031328017	1875 W Melton
2031329006	1884 W Melton
2031328018	1891 W Melton
2031329007	1904 W Melton
2031328019	1909 W Melton
2031329008	1932 W Melton
2031328022	1947 W Melton
2031329009	1968 W Melton

2031328023	1983 W Melton
2031356001	33202 Woodward

2031354011	33300 Woodward
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Cape Seal Special Assessment District Map

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment	
2031330013	1611 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332001	1612 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330014	1629 Banbury	45	Banbury			38.25	\$ 17.68	\$ 676.26	*
2031332002	1630 Banbury	46	Banbury			39.10	\$ 17.68	\$ 691.29	*
2031330015	1647 Banbury	40	Banbury			34.00	\$ 17.68	\$ 601.12	*
2031332003	1658 Banbury	46	Banbury			39.10	\$ 17.68	\$ 691.29	*
2031330016	1675 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332004	1676 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330017	1693 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332005	1698 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330018	1711 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332006	1712 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330019	1725 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332007	1730 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330020	1739 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332008	1748 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330021	1755 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332009	1770 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330022	1773 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332010	1792 Banbury	65	Banbury			55.25	\$ 17.68	\$ 976.82	*
2031330023	1795 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332010	1792 Banbury			138	Taunton	34.50	\$ 38.00	\$ 1,311.00	
2031330023	1795 Banbury			135	Taunton	33.75	\$ 38.00	\$ 1,282.50	
2031331017	1807 Banbury	50	Banbury	135	Taunton	76.25	\$ 38.00	\$ 2,897.50	
2031376001	1810 Banbury	53	Banbury	137	Taunton	79.30	\$ 38.00	\$ 3,013.40	
2031376002	1814 Banbury	55	Banbury			46.75	\$ 38.00	\$ 1,776.50	
2031331018	1815 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031376003	1824 Banbury	57	Banbury			48.45	\$ 38.00	\$ 1,841.10	
2031331019	1827 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031331020	1835 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031376004	1836 Banbury	53	Banbury			45.05	\$ 38.00	\$ 1,711.90	
2031331021	1847 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031376005	1848 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00	
2031331022	1857 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031331023	1857 Banbury	30	Banbury			25.50	\$ 38.00	\$ 969.00	
2031376006	1860 Banbury	57	Banbury			48.45	\$ 38.00	\$ 1,841.10	

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031331024	1863 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00
2031376007	1872 Banbury	60	Banbury			51.00	\$ 38.00	\$ 1,938.00
2031331025	1875 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00
2031376008	1884 Banbury	60	Banbury			51.00	\$ 38.00	\$ 1,938.00
2031331026	1887 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00
2031376009	1896 Banbury	70	Banbury			59.50	\$ 38.00	\$ 2,261.00
2031331027	1899 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00
2031383006	1708 Bradford	100	Bradford			85.00	\$ 38.00	\$ 3,230.00
2031383007	1720 Bradford	78	Bradford			66.30	\$ 38.00	\$ 2,519.40
2031383008	1732 Bradford	72	Bradford			61.20	\$ 38.00	\$ 2,325.60
2031380006	1741 Bradford	96	Bradford			81.60	\$ 38.00	\$ 3,100.80
2031383009	1750 Bradford	60	Bradford			51.00	\$ 38.00	\$ 1,938.00
2031380010	1785 Bradford	83	Bradford			70.55	\$ 38.00	\$ 2,680.90
2031383010	1786 Bradford	78	Bradford			66.30	\$ 38.00	\$ 2,519.40
2031383011	1794 Bradford	45	Croft	85	Bradford	59.50	\$ 38.00	\$ 2,261.00
2031381014	1823 Bradford	50	Bradford			42.50	\$ 38.00	\$ 1,615.00
2031381015	1857 Bradford	50	Bradford			42.50	\$ 38.00	\$ 1,615.00
2031381016	1875 Bradford	50	Bradford			42.50	\$ 38.00	\$ 1,615.00
2031381017	1895 Bradford	50	Bradford	142.43	Penistone	78.11	\$ 38.00	\$ 2,968.09
2031385001	1920 Bradford	47	Bradford	135	Penistone	73.70	\$ 38.00	\$ 2,800.60
2031382023	1921 Bradford	60	Bradford	153.89	Penistone	89.47	\$ 38.00	\$ 3,399.96
2031385002	1938 Bradford	45	Bradford			38.25	\$ 38.00	\$ 1,453.50
2031382024	1943 Bradford	60	Bradford			51.00	\$ 38.00	\$ 1,938.00
2031385003	1950 Bradford	52	Bradford			44.20	\$ 38.00	\$ 1,679.60
2031382025	1965 Bradford	60	Bradford			51.00	\$ 38.00	\$ 1,938.00
2031385004	1966 Bradford	45	Bradford			38.25	\$ 38.00	\$ 1,453.50
2031382026	1981 Bradford	61	Bradford			51.85	\$ 38.00	\$ 1,970.30
2031385005	1988 Bradford	48	Bradford			40.80	\$ 38.00	\$ 1,550.40
2031378006	1615 Croft			111.87	Taunton	27.97	\$ 38.00	\$ 1,062.77
2031379001	1616 Croft			99.7	Taunton	24.93	\$ 38.00	\$ 947.15
2031383012	1934 Croft	45	Croft			38.25	\$ 38.00	\$ 1,453.50
2031383065	1966 Croft	45	Croft			38.25	\$ 38.00	\$ 1,453.50
2031383066	1775 E 14 Mile	120	Croft			102.00	\$ 38.00	\$ 3,876.00
2031384003	1803 E 14 Mile	200	Bradford	225	Croft	226.25	\$ 38.00	\$ 8,597.50
				225	Penistone	56.25	\$ 38.00	\$ 2,137.50
2031385006	1915 E 14 Mile	100	Penistone			85.00	\$ 38.00	\$ 3,230.00

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031326003	1658 E Lincoln	613.88	Humphrey	749.29	Taunton	709.12	\$ 38.00	\$ 26,946.58
2031328001	1800 E Lincoln			138.63	Taunton	34.66	\$ 38.00	\$ 1,316.99
2031330001	1606 Humphrey	45	Humphrey			38.25	\$ 38.00	\$ 1,453.50
2031330002	1620 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330003	1638 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330004	1656 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330005	1672 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330006	1694 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330007	1708 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330008	1722 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330009	1736 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330010	1752 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330011	1778 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330012	1790 Humphrey	50	Humphrey	135	Taunton	76.25	\$ 38.00	\$ 2,897.50
2031331001	1810 Humphrey	70	Humphrey	142	Taunton	95.00	\$ 38.00	\$ 3,610.00
2031329011	1823 Humphrey	55	Humphrey			46.75	\$ 38.00	\$ 1,776.50
2031331002	1824 Humphrey	53	Humphrey			45.05	\$ 38.00	\$ 1,711.90
2031331003	1836 Humphrey	51	Humphrey			43.35	\$ 38.00	\$ 1,647.30
2031329012	1837 Humphrey	45	Humphrey			38.25	\$ 38.00	\$ 1,453.50
2031329013	1845 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031331004	1848 Humphrey	48	Humphrey			40.80	\$ 38.00	\$ 1,550.40
2031331005	1860 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031329014	1861 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031331006	1872 Humphrey	48	Humphrey			40.80	\$ 38.00	\$ 1,550.40
2031329015	1873 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031331007	1884 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031329016	1885 Humphrey	63	Humphrey			53.55	\$ 38.00	\$ 2,034.90
2031331008	1890 Humphrey	48	Humphrey			40.80	\$ 38.00	\$ 1,550.40
2031329017	1893 Humphrey	85	Humphrey			72.25	\$ 38.00	\$ 2,745.50
2031331009	1898 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031331010	1910 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031331011	1942 Humphrey	48	Humphrey			40.80	\$ 38.00	\$ 1,550.40
2031331012	1968 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031331013	1990 Humphrey	56	Humphrey			47.60	\$ 38.00	\$ 1,808.80
2031332011	1501 Penistone	54	Penistone			45.90	\$ 38.00	\$ 1,744.20
2031377001	1508 Penistone	73	Penistone			62.05	\$ 38.00	\$ 2,357.90

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031332012	1509 Penistone	53	Penistone			45.05	\$ 38.00	\$ 1,711.90
2031332013	1515 Penistone	53	Penistone			45.05	\$ 38.00	\$ 1,711.90
2031377002	1516 Penistone	69	Penistone			58.65	\$ 38.00	\$ 2,228.70
2031332014	1521 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031377003	1522 Penistone	45	Penistone			38.25	\$ 38.00	\$ 1,453.50
2031332015	1533 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031377004	1534 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031332016	1545 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031377005	1546 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031332017	1551 Penistone	52	Penistone	135.92	Taunton	78.18	\$ 38.00	\$ 2,970.84
2031377006	1552 Penistone	52	Penistone	135.35	Taunton	78.04	\$ 38.00	\$ 2,965.43
2031376010	1555 Penistone	42	Penistone	135.34	Taunton	69.54	\$ 38.00	\$ 2,642.33
2031378001	1558 Penistone	61.86	Penistone	136.36	Taunton	86.67	\$ 38.00	\$ 3,293.50
2031376011	1561 Penistone	51	Penistone			43.35	\$ 38.00	\$ 1,647.30
2031378002	1564 Penistone	67	Penistone			56.95	\$ 38.00	\$ 2,164.10
2031376012	1567 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031378003	1572 Penistone	71	Penistone			60.35	\$ 38.00	\$ 2,293.30
2031376013	1573 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031376014	1575 Penistone	60	Penistone			51.00	\$ 38.00	\$ 1,938.00
2031378004	1586 Penistone	67	Penistone			56.95	\$ 38.00	\$ 2,164.10
2031376015	1587 Penistone	70	Penistone			59.50	\$ 38.00	\$ 2,261.00
2031378005	1594 Penistone	75	Penistone			63.75	\$ 38.00	\$ 2,422.50
2031376016	1595 Penistone	70	Penistone			59.50	\$ 38.00	\$ 2,261.00
2031382008	1617 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381009	1628 Penistone	61	Penistone			51.85	\$ 38.00	\$ 1,970.30
2031382009	1641 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381010	1680 Penistone	61	Penistone			51.85	\$ 38.00	\$ 1,970.30
2031382010	1681 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381011	1708 Penistone	61	Penistone			51.85	\$ 38.00	\$ 1,970.30
2031382011	1717 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381012	1740 Penistone	61	Penistone			51.85	\$ 38.00	\$ 1,970.30
2031382012	1749 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381013	1772 Penistone	65	Penistone			55.25	\$ 38.00	\$ 2,099.50
2031382013	1777 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031329021	1298 S Eton			107.99	Humphrey	27.00	\$ 38.00	\$ 1,025.91
2031356014	1589 Sheffield			120.85	Torry	30.21	\$ 38.00	\$ 1,148.08

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031379019	1601 Sheffield			140	Torry	35.00	\$ 38.00	\$ 1,330.00
2031380005	1710 Sheffield			115	Bradford	28.75	\$ 38.00	\$ 1,092.50
2031378010	1885 Sheffield			130	Penistone	32.50	\$ 38.00	\$ 1,235.00
2031381004	1888 Sheffield			135	Penistone	33.75	\$ 38.00	\$ 1,282.50
2031376021	1903 Sheffield			105	Penistone	26.25	\$ 38.00	\$ 997.50
2031382001	1908 Sheffield			135	Penistone	33.75	\$ 38.00	\$ 1,282.50
2031376017	1979 Sheffield			132.03	Banbury	33.01	\$ 38.00	\$ 1,254.29
2031331028	1995 Sheffield			115.91	Banbury	28.98	\$ 38.00	\$ 1,101.15
2031379003	No Number Taunton	40	Taunton			34.00	\$ 38.00	\$ 1,292.00
2031329002	1243 Taunton	70	Taunton			59.50	\$ 38.00	\$ 2,261.00
2031329022	1265 Taunton	40	Taunton			34.00	\$ 38.00	\$ 1,292.00
2031329023	1277 Taunton	40	Taunton			34.00	\$ 38.00	\$ 1,292.00
2031329004	1291 Taunton	60	Taunton	100	Humphrey	76.00	\$ 38.00	\$ 2,888.00
2031377013	1544 Taunton	48.97	Taunton			41.62	\$ 38.00	\$ 1,581.73
2031377014	1566 Taunton	50	Taunton			42.50	\$ 38.00	\$ 1,615.00
2031377015	1570 Taunton	60	Taunton			51.00	\$ 38.00	\$ 1,938.00
2031377016	1598 Taunton	145	Taunton			123.25	\$ 38.00	\$ 4,683.50
2031377012	1626 Taunton	64.49	Taunton			54.82	\$ 38.00	\$ 2,083.03
2031379004	1631 Taunton	50	Taunton			42.50	\$ 38.00	\$ 1,615.00
2031377011	1652 Taunton	50	Taunton			42.50	\$ 38.00	\$ 1,615.00
2031379005	1653 Taunton	56.76	Taunton			48.25	\$ 38.00	\$ 1,833.35
2031379006	1665 Taunton	50	Taunton			42.50	\$ 38.00	\$ 1,615.00
2031377010	1678 Taunton	50	Taunton	150	Torry	80.00	\$ 38.00	\$ 3,040.00
2031379007	1691 Taunton	50	Taunton	126.48	Torry	74.12	\$ 38.00	\$ 2,816.56
2031354049	1742 Taunton	37.29	Taunton			31.70	\$ 38.00	\$ 1,204.47
2031354048	1760 Taunton	41	Taunton			34.85	\$ 38.00	\$ 1,324.30
2031356004	1761 Taunton	55	Taunton			46.75	\$ 38.00	\$ 1,776.50
2031354047	1772 Taunton	45	Taunton			38.25	\$ 38.00	\$ 1,453.50
2031356003	1773 Taunton	65	Taunton			55.25	\$ 38.00	\$ 2,099.50
2031354054	1784 Taunton	43	Taunton			36.55	\$ 38.00	\$ 1,388.90
2031354050	1700 Torry	45	Taunton	136.33	Torry	72.33	\$ 38.00	\$ 2,748.64
2031356005	1714 Torry	70.65	Taunton	123.56	Torry	90.94	\$ 38.00	\$ 3,455.82
2031356006	1722 Torry	45	Torry			38.25	\$ 38.00	\$ 1,453.50
2031379008	1727 Torry	65	Torry			55.25	\$ 38.00	\$ 2,099.50
2031379009	1741 Torry	60	Torry			51.00	\$ 38.00	\$ 1,938.00
2031356007	1744 Torry	45	Torry			38.25	\$ 38.00	\$ 1,453.50

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031379010	1755 Torry	70	Torry			59.50	\$ 38.00	\$ 2,261.00
2031356008	1758 Torry	40	Torry			34.00	\$ 38.00	\$ 1,292.00
2031356009	1772 Torry	40	Torry			34.00	\$ 38.00	\$ 1,292.00
2031356010	1784 Torry	45	Torry			38.25	\$ 38.00	\$ 1,453.50
2031356011	1798 Torry	45	Torry			38.25	\$ 38.00	\$ 1,453.50
2031328014	1819 W Melton	60	W Melton	140	Taunton	86.00	\$ 38.00	\$ 3,268.00
2031329001	1822 W Melton	70.1	Taunton	143.83	Melton	95.54	\$ 38.00	\$ 3,630.62
2031328015	1833 W Melton	76	W Melton			64.60	\$ 38.00	\$ 2,454.80
2031329005	1854 W Melton	107	W Melton			90.95	\$ 38.00	\$ 3,456.10
2031328016	1857 W Melton	76	W Melton			64.60	\$ 38.00	\$ 2,454.80
2031328017	1875 W Melton	76	W Melton			64.60	\$ 38.00	\$ 2,454.80
2031329006	1884 W Melton	80	W Melton			68.00	\$ 38.00	\$ 2,584.00
2031328018	1891 W Melton	76	W Melton			64.60	\$ 38.00	\$ 2,454.80
2031329007	1904 W Melton	81	W Melton			68.85	\$ 38.00	\$ 2,616.30
2031328019	1909 W Melton	78	W Melton			66.30	\$ 38.00	\$ 2,519.40
2031329008	1932 W Melton	80	W Melton			68.00	\$ 38.00	\$ 2,584.00
2031328022	1947 W Melton	79	W Melton			67.15	\$ 38.00	\$ 2,551.70
2031329009	1968 W Melton	80	W Melton			68.00	\$ 38.00	\$ 2,584.00
2031328023	1983 W Melton	122.63	W Melton			104.24	\$ 38.00	\$ 3,960.95
2031356001	33202 Woodward	100	Taunton			85.00	\$ 38.00	\$ 3,230.00
2031354011	33300 Woodward	100	Taunton			85.00	\$ 38.00	\$ 3,230.00

Notes:

* Assessable rate is \$38.00 minus fines paid by contractors for direct road damage for Banbury from Torry to Taunton



MEMORANDUM

Clerk's Office

DATE: September 7, 2022

TO: Scott Zielinski, Assistant City Engineer

FROM: Christina Woods, Deputy Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: 2022 Cape-Seal Maintenance Treatment Program

The public hearing notice process has been completed for 2022 Cape-Seal Maintenance Treatment Program. Please see attachments for further confirmation.

Mailing Date:8/23/22

Test Mail Return Date:8/29/22

Publishing Dates in the Birmingham Eccentric: 8/24/22, 9/4/22

Posted on www.bhamgov.org/publicnotices: 8/30/22

Attachments:

1. Public Hearing Notice
2. Addresses
3. Letter mailed to owners & occupants
4. Mail Machine Counter Report and Test Mail Return
5. Affidavit of publishing

NOTICE OF PUBLIC HEARINGS		
BIRMINGHAM CITY COMMISSION		
PUBLIC HEARING OF NECESSITY		
PUBLIC HEARING OF CONFIRMATION		
FOR THE 2022 CAPE-SEAL MAINTENANCE TREATMENT PROGRAM		
Meeting Location:	Date, Time,	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, September 12, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Location:	Date, Time,	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, September 19, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:		On Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton
Nature of Improvement:		Nature of Improvement: Road surface cape-seal treatment and ADA sidewalk ramps for all properties within the project area
City Staff Contact:		Scott Zielinski, Assistant City Engineer, 248.530.1838, szielinski@bhamgov.org
Notice Requirements:		Mail to affected property owners, Publish August 28, September 4 2022
Approved minutes may be reviewed at:		City Clerk's Office or www.bhamgov.org/commissionagendas
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655 079 760		
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.		
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.		
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.		
Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.		
<i>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).</i>		

Attachment 2: Addresses of owners and occupants within project area

Parcel	Name 1	Name 2	Address	City	State	Zip
1	2031329002 ALFONSO ROLDAN	LISA ROLDAN	1243 TAUNTON RD	BIRMINGHAM	MI	48009
2	2031329022 SAMUEL SCHWARTZ		1265 TAUNTON RD	BIRMINGHAM	MI	48009
3	2031329023 MARK E DEMERIS	AMY C DEMERIS	1277 TAUNTON RD	BIRMINGHAM	MI	48009
4	2031329004 Occupant		1291 TAUNTON RD	BIRMINGHAM	MI	48009
5	2031329021 ELAINE M MILKO	THOMAS C MILKO JR	1298 S ETON ST	BIRMINGHAM	MI	48009
6	2031332011 Occupant		1501 PENISTONE RD	BIRMINGHAM	MI	48009
7	2031377001 Occupant		1508 PENISTONE RD	BIRMINGHAM	MI	48009
8	2031332012 Occupant		1509 PENISTONE RD	BIRMINGHAM	MI	48009
9	2031332013 DAVID J DRISKO	KRISTEE M WRIGHT	1515 PENISTONE RD	BIRMINGHAM	MI	48009
10	2031377002 DANIEL F HYSONG		1516 PENISTONE RD	BIRMINGHAM	MI	48009
11	2031332014 LEE KEATING	JULIE KEATING	1521 PENISTONE RD	BIRMINGHAM	MI	48009
12	2031377003 MICHAEL KEM	ELIZABETH KEM	1522 PENISTONE RD	BIRMINGHAM	MI	48009
13	2031332015 JONATHAN S LEE		1533 PENISTONE RD	BIRMINGHAM	MI	48009
14	2031377004 MARK D ROBERTS		1534 PENISTONE RD	BIRMINGHAM	MI	48009
15	2031377013 CRISTIANNA VAZQUEZ	PHILIP THOMPSON COLLEY II	1544 TAUNTON RD	BIRMINGHAM	MI	48009
16	2031332016 CHARLES BRUCE PULLUM	DORIS M PULLUM	1545 PENISTONE RD	BIRMINGHAM	MI	48009
17	2031377005 MARK REYNOLDS		1546 PENISTONE RD	BIRMINGHAM	MI	48009
18	2031332017 HARLAN E HODGES TRUST	KERRY E HODGES	1551 PENISTONE RD	BIRMINGHAM	MI	48009
19	2031377006 Occupant		1552 PENISTONE RD	BIRMINGHAM	MI	48009
20	2031376010 MATTHEW S MICHALSKI	SILVINA VANESA MICHALSKI	1555 PENISTONE RD	BIRMINGHAM	MI	48009
21	2031378001 TEX R RAGSDALE	EVELYN T RAGSDALE	1558 PENISTONE RD	BIRMINGHAM	MI	48009
22	2031376011 JENNIFER K BALOGH		1561 PENISTONE RD	BIRMINGHAM	MI	48009
23	2031378002 JEFFREY R BOZELL	ADRIENNE N YOUNG	1564 PENISTONE RD	BIRMINGHAM	MI	48009
24	2031377014 LAURIE D REIZIAN		1566 TAUNTON RD	BIRMINGHAM	MI	48009
25	2031376012 Occupant		1567 PENISTONE RD	BIRMINGHAM	MI	48009
26	2031377015 RUSSEL J BAGINSKY REV LIVING TRUST		1570 TAUNTON RD	BIRMINGHAM	MI	48009
27	2031376013 MATTHEW R ROMAN		1573 PENISTONE RD	BIRMINGHAM	MI	48009
28	2031376014 DON C LAWS II		1575 PENISTONE RD	BIRMINGHAM	MI	48009
29	2031378004 YUXIN ZHANG		1586 PENISTONE RD	BIRMINGHAM	MI	48009
30	2031376015 GREGORY MARK COHEN		1587 PENISTONE RD	BIRMINGHAM	MI	48009
31	2031356014 SUSAN D JACKSON		1589 SHEFFIELD RD	BIRMINGHAM	MI	48009
32	2031354046 LAURA KICI	PAUL KICI	1590 EMMONS AVE	BIRMINGHAM	MI	48009
33	2031378005 JAN ROMAN CZERKAS		1594 PENISTONE RD	BIRMINGHAM	MI	48009
34	2031383005 KIMBERLY BURGESS		1594 SHEFFIELD RD	BIRMINGHAM	MI	48009
35	2031376016 KRISTINA MIJALSKI		1595 PENISTONE RD	BIRMINGHAM	MI	48009
36	2031377016 LENITA B BARCUTIAN		1598 TAUNTON RD	BIRMINGHAM	MI	48009
37	2031330001 JAMES DANIEL SIMON		1606 HUMPHREY AVE	BIRMINGHAM	MI	48009
38	2031330013 MATTHEW DAVID LANGTON	RHONDA LYNN LANGTON	1611 BANBURY RD	BIRMINGHAM	MI	48009
39	2031332001 JEFFREY J WARSAW		1612 BANBURY RD	BIRMINGHAM	MI	48009
40	2031378006 Occupant		1615 CROFT RD	BIRMINGHAM	MI	48009
41	2031379001 Occupant		1616 CROFT RD	BIRMINGHAM	MI	48009
42	2031382008 Occupant		1617 PENISTONE RD	BIRMINGHAM	MI	48009
43	2031330002 Occupant		1620 HUMPHREY AVE	BIRMINGHAM	MI	48009
44	2031377012 BRIAN CLARK		1626 TAUNTON RD	BIRMINGHAM	MI	48009
45	2031381009 DANIEL MORROW	ELAINE MORROW	1628 PENISTONE RD	BIRMINGHAM	MI	48009
46	2031330014 JOHN P ULRICH JR	SHIRIN CALDIRAN ULRICH	1629 BANBURY RD	BIRMINGHAM	MI	48009
47	2031332002 ANTHONY E CARAM	MICHELLE L CARAM	1630 BANBURY RD	BIRMINGHAM	MI	48009
48	2031379003 FRANCES LOVE LARSEN TRUSTEE	FRANCES L LARSEN LIVING TRUST	1631 TAUNTON RD	BIRMINGHAM	MI	48009
49	2031379004 FRANCES LOVE LARSEN	ROBERT B LARSEN	1631 TAUNTON RD	BIRMINGHAM	MI	48009
50	2031330003 WINGERT REVOCABLE TRUST		1638 HUMPHREY AVE	BIRMINGHAM	MI	48009
51	2031382009 KEVIN STACY-BLAKE		1641 PENISTONE RD	BIRMINGHAM	MI	48009
52	2031330015 Occupant		1647 BANBURY RD	BIRMINGHAM	MI	48009
53	2031377011 LISA BASTIAN		1652 TAUNTON RD	BIRMINGHAM	MI	48009
54	2031379005 HOSSEIN SALIMNIA	ALIREZA SALIMNIA	1653 TAUNTON RD	BIRMINGHAM	MI	48009
55	2031330004 MATTHEW FORCINA	MICHELLE FORCINA	1656 HUMPHREY AVE	BIRMINGHAM	MI	48009
56	2031332003 SHARON M THEISEN		1658 BANBURY RD	BIRMINGHAM	MI	48009
57	2031379006 DANILO D LUKICH		1665 TAUNTON RD	BIRMINGHAM	MI	48009
58	2031330005 RICHARD C VENABLES	CARRIE M VENABLES	1672 HUMPHREY AVE	BIRMINGHAM	MI	48009
59	2031330016 SCOTT STEGERT	ANDREA STEGERT	1675 BANBURY RD	BIRMINGHAM	MI	48009
60	2031332004 Occupant		1676 BANBURY RD	BIRMINGHAM	MI	48009
61	2031377010 HANNAH MEGDALL	MOLLIE MEGDALL	1678 TAUNTON RD	BIRMINGHAM	MI	48009
62	2031381010 Occupant		1680 PENISTONE RD	BIRMINGHAM	MI	48009
63	2031382010 ENID C HOLLIDAY	DONALD W HOLLIDAY	1681 PENISTONE RD	BIRMINGHAM	MI	48009
64	2031379007 GREG WINKLEMAN	KEVIN P STANECKI	1691 TAUNTON RD	BIRMINGHAM	MI	48009
65	2031330017 JASON C BRAUN	JENNIFER N BRAUN	1693 BANBURY RD	BIRMINGHAM	MI	48009
66	2031330006 JAMES R FORD	CAROLINE FORD	1694 HUMPHREY AVE	BIRMINGHAM	MI	48009
67	2031332005 Occupant		1698 BANBURY RD	BIRMINGHAM	MI	48009
68	2031354050 Occupant		1700 TORRY ST	BIRMINGHAM	MI	48009
69	2031383006 MEGHAN CALLAGHAN OSMENT	PHILLIP OSMENT	1708 BRADFORD RD	BIRMINGHAM	MI	48009
70	2031330007 EDWARD MCCARTHY	ALISA MCCARTHY	1708 HUMPHREY AVE	BIRMINGHAM	MI	48009
71	2031330007 EDWARD MCCARTHY	ALISA MCCARTHY	1708 HUMPHREY AVE	BIRMINGHAM	MI	48009
72	2031381011 JULIA ELISE OSMER REV RLT	JULIA E OSMER TRUSTEE	1708 PENISTONE RD	BIRMINGHAM	MI	48009
73	2031380005 MARIA H MCKENDRICK		1710 SHEFFIELD RD	BIRMINGHAM	MI	48009
74	2031330018 Occupant		1711 BANBURY RD	BIRMINGHAM	MI	48009
75	2031332006 GARLITZ FAMILY PROTECTION TRUST		1712 BANBURY RD	BIRMINGHAM	MI	48009
76	2031356005 PAUL MAROGI		1714 TORRY ST	BIRMINGHAM	MI	48009
77	2031382011 Occupant		1717 PENISTONE RD	BIRMINGHAM	MI	48009
78	2031383007 SARA TUFTS	MICHAEL BLOCK	1720 BRADFORD RD	BIRMINGHAM	MI	48009
79	2031330008 CHRISTOPHER KLOW	KATRE KLOW	1722 HUMPHREY AVE	BIRMINGHAM	MI	48009

Attachment 2: Addresses of owners and occupants within project area

80	2031356006 MARK SAMARIAN		1722 TORRY ST	BIRMINGHAM	MI	48009
81	2031330019 Occupant		1725 BANBURY RD	BIRMINGHAM	MI	48009
82	2031379008 MICHAEL MCNAMARA	LESLIE MCNAMARA	1727 TORRY ST	BIRMINGHAM	MI	48009
83	2031332007 Occupant		1730 BANBURY RD	BIRMINGHAM	MI	48009
84	2031383008 SCOTT HESS	ALICIA HESS	1732 BRADFORD RD	BIRMINGHAM	MI	48009
85	2031330009 Occupant		1736 HUMPHREY AVE	BIRMINGHAM	MI	48009
86	2031330020 RAYMOND W REAVES	LISA VIDICAN	1739 BANBURY RD	BIRMINGHAM	MI	48009
87	2031381012 GEORGE BOEHNKE	BRENDA BOEHNKE	1740 PENISTONE RD	BIRMINGHAM	MI	48009
88	2031380006 LUANN VALDEZ	ERIN BETH BOBACK	1741 BRADFORD RD	BIRMINGHAM	MI	48009
89	2031379009 BERNICE BETTENDORF		1741 TORRY ST	BIRMINGHAM	MI	48009
90	2031354049 DANIEL MCLEAN	TERA MCLEAN	1742 TAUNTON RD	BIRMINGHAM	MI	48009
91	2031356007 ANDREW MACHNACKI		1744 TORRY ST	BIRMINGHAM	MI	48009
92	2031332008 DOUGLAS CHEESMAN	ANNE CHEESMAN	1748 BANBURY RD	BIRMINGHAM	MI	48009
93	2031382012 ROBERT GROSS		1749 PENISTONE RD	BIRMINGHAM	MI	48009
94	2031383009 LAURIE A SCHUTTE		1750 BRADFORD RD	BIRMINGHAM	MI	48009
95	2031330010 DEAN C DEGAZIO	JENNIFER L DEGAZIO	1752 HUMPHREY AVE	BIRMINGHAM	MI	48009
96	2031330021 Occupant		1755 BANBURY RD	BIRMINGHAM	MI	48009
97	2031379010 ALEXIS YVONNE DOUGLAS		1755 TORRY ST	BIRMINGHAM	MI	48009
98	2031356008 BRANDON ULRICH		1758 TORRY ST	BIRMINGHAM	MI	48009
99	2031354048 SARAH E SHARPE TRUST	SARAH S SHARPE TRUSTEE	1760 TAUNTON RD	BIRMINGHAM	MI	48009
100	2031356004 ANGELINA LOZANO MOSCOWITZ		1761 TAUNTON RD	BIRMINGHAM	MI	48009
101	2031332009 ZACHARY K RUTHERFORD	MIRANDA M HOLMES	1770 BANBURY RD	BIRMINGHAM	MI	48009
102	2031330018 PAUL SIVER	KRISTIN SIVER	1770 BANBURY ST	BIRMINGHAM	MI	48009
103	2031381013 JEFFREY HUGH CORNER		1772 PENISTONE RD	BIRMINGHAM	MI	48009
104	2031354047 Occupant		1772 TAUNTON RD	BIRMINGHAM	MI	48009
105	2031356009 Occupant		1772 TORRY ST	BIRMINGHAM	MI	48009
106	2031330022 FABIO AGOSTINELLI	FERNANDO AGOSTINELLI	1773 BANBURY RD	BIRMINGHAM	MI	48009
107	2031356003 DENISE LEIGHTON		1773 TAUNTON RD	BIRMINGHAM	MI	48009
108	2031383066 Occupant		1775 E 14 MILE RD	BIRMINGHAM	MI	48009
109	2031382013 JOHN CANISZ	ANNA MARIE CANISZ	1777 PENISTONE RD	BIRMINGHAM	MI	48009
110	2031381016 JANISZ CANISZ	YIANNIS CANISZ	1777 PENISTONE ST	BIRMINGHAM	MI	48009
111	2031330011 STEVE SOLOTOROW	LAURIE SOLOTOROW	1778 HUMPHREY AVE	BIRMINGHAM	MI	48009
112	2031354054 TIFFANY HARPER		1784 TAUNTON RD	BIRMINGHAM	MI	48009
113	2031356010 Occupant		1784 TORRY ST	BIRMINGHAM	MI	48009
114	2031380010 TROY M BRINKMAN	MONICA L BRINKMAN	1785 BRADFORD RD	BIRMINGHAM	MI	48009
115	2031383010 BRYANT A SUTHERLAND JR	CLARISSA S SUTHERLAND	1786 BRADFORD RD	BIRMINGHAM	MI	48009
116	2031330012 ROBERT H NELSON JR REV TRUST	ROBERT H NELSON TRUSTEE	1790 HUMPHREY AVE	BIRMINGHAM	MI	48009
117	2031332010 Occupant		1792 BANBURY RD	BIRMINGHAM	MI	48009
118	2031383011 JEREMY FISHMAN		1794 BRADFORD RD	BIRMINGHAM	MI	48009
119	2031330023 MARINA REYNA		1795 BANBURY RD	BIRMINGHAM	MI	48009
120	2031356011 Occupant		1798 TORRY ST	BIRMINGHAM	MI	48009
121	2031328001 JOHN VAN GORDER		1800 E LINCOLN AVE	BIRMINGHAM	MI	48009
122	2031384003 EMBURY METHODIST CHURCH	EDWIN H SELWOCKI TRUSTEE	1803 E 14 MILE RD	BIRMINGHAM	MI	48009
123	2031331017 JEFFREY D SMITH	ELIZABETH P SMITH	1807 BANBURY RD	BIRMINGHAM	MI	48009
124	2031376001 SHEETAL N ZORN TUA	SHEETAL N ZORN TRUSTEE	1810 BANBURY RD	BIRMINGHAM	MI	48009
125	2031329004 ANDRE KING	LATACHA KING	1810 HUMPHREY AVE	BIRMINGHAM	MI	48009
126	2031331001 ANDRE S KING	LATACHA N KING	1810 HUMPHREY AVE	BIRMINGHAM	MI	48009
127	2031376002 ANDREW HAIG		1814 BANBURY RD	BIRMINGHAM	MI	48009
128	2031331018 PHILIP PASKETT	SHIRLEY PASKETT	1815 BANBURY RD	BIRMINGHAM	MI	48009
129	2031328014 ANGELA GOGONIS		1819 W MELTON RD	BIRMINGHAM	MI	48009
130	2031329001 JOANN MAYERNIK		1822 W MELTON RD	BIRMINGHAM	MI	48009
131	2031381014 Occupant		1823 BRADFORD RD	BIRMINGHAM	MI	48009
132	2031329011 ERIC L JUSTICE REVOC LVNG TRUST	CARLA L JUSTICE REVOC LVNG TRUST	1823 HUMPHREY AVE	BIRMINGHAM	MI	48009
133	2031376003 PETER LINDER	GERALDINE LINDER	1824 BANBURY RD	BIRMINGHAM	MI	48009
134	2031331002 MARILYN S YOON		1824 HUMPHREY AVE	BIRMINGHAM	MI	48009
135	2031331019 CHRISTOPHER P MAZZOLI	CHERYL A OPPENHEIM	1827 BANBURY RD	BIRMINGHAM	MI	48009
136	2031328015 STEVEN J ANTWAN		1833 W MELTON RD	BIRMINGHAM	MI	48009
137	2031331020 KELLY FINNIGAN		1835 BANBURY RD	BIRMINGHAM	MI	48009
138	2031376004 Occupant		1836 BANBURY RD	BIRMINGHAM	MI	48009
139	2031331003 MARIA GLANCOTTI		1836 HUMPHREY AVE	BIRMINGHAM	MI	48009
140	2031329012 JOHN P CONROY		1837 HUMPHREY AVE	BIRMINGHAM	MI	48009
141	2031331021 Occupant		1847 BANBURY RD	BIRMINGHAM	MI	48009
142	2031376005 Occupant		1848 BANBURY RD	BIRMINGHAM	MI	48009
143	2031331004 GALEN WICKERSHAM	RENEE WICKERSHAM	1848 HUMPHREY AVE	BIRMINGHAM	MI	48009
144	2031329006 ALEXANDER JAMES KARCHON		1854 W MELTON RD	BIRMINGHAM	MI	48009
145	2031331022 BRANDON J ULRICH		1857 BANBURY RD	BIRMINGHAM	MI	48009
146	2031331023 BRANDON J ULRICH		1857 BANBURY RD	BIRMINGHAM	MI	48009
147	2031381015 JOHN W REEDY		1857 BRADFORD RD	BIRMINGHAM	MI	48009
148	2031328016 STEPHANIE F BAGWELL		1857 W MELTON RD	BIRMINGHAM	MI	48009
149	2031376006 ANNELIESE M FREEMAN		1860 BANBURY RD	BIRMINGHAM	MI	48009
150	2031331005 NICHOLAS ARTUSHIN		1860 HUMPHREY AVE	BIRMINGHAM	MI	48009
151	2031329014 ERIK J MCDONALD	MARY E MCDONALD	1861 HUMPHREY AVE	BIRMINGHAM	MI	48009
152	2031331024 DAWN M HONE		1863 BANBURY RD	BIRMINGHAM	MI	48009
153	2031376007 CHAD B EPSTEIN	DAVID B GUZ	1872 BANBURY RD	BIRMINGHAM	MI	48009
154	2031331006 MATTHEW JOSEPH TOLKACZ	ALLISON NANCY HOLMES-TOLKACZ	1872 HUMPHREY AVE	BIRMINGHAM	MI	48009
155	2031329015 RUBEN H STEIMEL TRUST	DELORES STEIMEL TRUST	1873 HUMPHREY AVE	BIRMINGHAM	MI	48009
156	2031331025 PAMELA B ZINKEL TRUST	PAMELA B ZINKEL TRUSTEE	1875 BANBURY RD	BIRMINGHAM	MI	48009
157	2031381016 Occupant		1875 BRADFORD RD	BIRMINGHAM	MI	48009
158	2031328017 CHRISTOPHER D LANG	ANN HALSEY LANG	1875 W MELTON RD	BIRMINGHAM	MI	48009
159	2031376008 DANIEL JIPPING	LISA JIPPING	1884 BANBURY RD	BIRMINGHAM	MI	48009

Attachment 2: Addresses of owners and occupants within project area

160	2031331007	MELISSA WILLIAMSON		1884 HUMPHREY AVE	BIRMINGHAM	MI	48009
161	2031329006	Occupant		1884 W MELTON RD	BIRMINGHAM	MI	48009
162	2031329016	STEPHEN KASPARI	PAMELA HARTMAN	1885 HUMPHREY AVE	BIRMINGHAM	MI	48009
163	2031378010	MARK A GOBROGGE	LORRIE A GOBROGGE	1885 SHEFFIELD RD	BIRMINGHAM	MI	48009
164	2031331026	JOAN S SCHEARER TRUST		1887 BANBURY RD	BIRMINGHAM	MI	48009
165	2031381004	Occupant		1888 SHEFFIELD RD	BIRMINGHAM	MI	48009
166	2031328018	MARION I SCIBOR	SUSAN L SCIBOR	1891 W MELTON RD	BIRMINGHAM	MI	48009
167	2031329017	DAVID ONGENA	ERIN ONGENA	1893 HUMPHREY AVE	BIRMINGHAM	MI	48009
168	2031381017	DREW D VAN DE GRIFT	LAURA K VAN DE GRIFT	1895 BRADFORD RD	BIRMINGHAM	MI	48009
169	2031376009	JUSTIN M SYROWIK		1896 BANBURY RD	BIRMINGHAM	MI	48009
170	2031331009	MARY JANE MASELLI	DANIEL J MASELLI	1898 HUMPHREY AVE	BIRMINGHAM	MI	48009
171	2031331027	SCOTT B KROSKE		1899 BANBURY RD	BIRMINGHAM	MI	48009
172	2031376021	Occupant		1903 SHEFFIELD RD	BIRMINGHAM	MI	48009
173	2031329007	MICHAEL ZAVIER		1904 W MELTON RD	BIRMINGHAM	MI	48009
174	2031382001	SHIRLEY J SINELLI		1908 SHEFFIELD RD	BIRMINGHAM	MI	48009
175	2031328019	ROBERT A BOTHAM		1909 W MELTON RD	BIRMINGHAM	MI	48009
176	2031331010	DONALD RIGHTER	DIEDRA RIGHTER	1910 HUMPHREY AVE	BIRMINGHAM	MI	48009
177	2031385006	Occupant		1915 E 14 MILE RD	BIRMINGHAM	MI	48009
178	2031385001	Occupant		1920 BRADFORD RD	BIRMINGHAM	MI	48009
179	2031382023	Occupant		1921 BRADFORD RD	BIRMINGHAM	MI	48009
180	2031329008	PHYLLIS TOBY OSTROFF TRUST		1932 W MELTON RD	BIRMINGHAM	MI	48009
181	2031383012	LESLIE M HENSTOCK	DERRICK J TRUMBLY	1934 CROFT RD	BIRMINGHAM	MI	48009
182	2031385002	PRIYA IYER		1938 BRADFORD RD	BIRMINGHAM	MI	48009
183	2031331011	CARRIE WOZNAK		1942 HUMPHREY AVE	BIRMINGHAM	MI	48009
184	2031382024	BRENDA RAJEWSKI	SARAH RAJEWSKI	1943 BRADFORD RD	BIRMINGHAM	MI	48009
185	2031328022	SUSAN M PECK		1947 W MELTON RD	BIRMINGHAM	MI	48009
186	2031385003	MICHAEL J MURPHY		1950 BRADFORD RD	BIRMINGHAM	MI	48009
187	2031382025	ANDREW SOONTHAROTOKE		1965 BRADFORD RD	BIRMINGHAM	MI	48009
188	2031385004	MARY C GAUGHAN	CATHLEEN FRITZ	1966 BRADFORD RD	BIRMINGHAM	MI	48009
189	2031383065	SHAHAD ATIYA	CECIL ROBERSON	1966 CROFT RD	BIRMINGHAM	MI	48009
190	2031331012	JENNIFER L FELDMAN		1968 HUMPHREY AVE	BIRMINGHAM	MI	48009
191	2031329009	MELENA PYGMAN		1968 W MELTON RD	BIRMINGHAM	MI	48009
192	2031376017	MARCUS M JACKSON	LINDSAY ANN CATTELL	1979 SHEFFIELD RD	BIRMINGHAM	MI	48009
193	2031382026	AARON OLMSTEAD		1981 BRADFORD RD	BIRMINGHAM	MI	48009
194	2031328023	SEAN C O'KEEFFE TRUSTEE	O'KEEFFE SEAN C REVOCABLE TRUST	1983 W MELTON RD	BIRMINGHAM	MI	48009
195	2031385005	MARX ELIAS		1988 BRADFORD RD	BIRMINGHAM	MI	48009
196	2031331013	Occupant		1990 HUMPHREY AVE	BIRMINGHAM	MI	48009
197	2031331028	MARCO CARRILLO-ZUNIGA		1995 SHEFFIELD RD	BIRMINGHAM	MI	48009
198	2031356001	Occupant		33202 WOODWARD AVE	BIRMINGHAM	MI	48009
199	2031354011	Occupant		33300 WOODWARD AVE	BIRMINGHAM	MI	48009
200	2031330019	1725 BANBURY LLC		10395 SPRING ST	FENTON	MI	48430
201	2031376004	CAMERON INVESTMENT PROPERTY LLC		1099 CANTERBURY ST	BIRMINGHAM	MI	48009
202	2031376021	LUCIA CORTESE	MASSIMO CORTESE	1177 HENRIETTA ST	BIRMINGHAM	MI	48009
203	2031330009	KRISTIAN PETROVICH	ALEKSANDRA PETROVICH	1216 104TH AVE W	DULUTH	MN	55808
204	2031356011	KATIE L MONTGOMERY		1315 HARDING PL APT 317	CHARLOTTE	NC	28204
205	2031329005	ALEXANDER KARCHON		1854 W MELTON RD	BIRMINGHAM	MI	48009
206	2031379001	JOHN V FELICE		20170 VILLAGE DR	BEVERLY HILLS	MI	48025
207	2031354011	FAIRMOUNT LAND LLC		24001 TELEGRAPH RD	SOUTHFIELD	MI	48033
208	2031354050	THIRTEEN CORNERS LLC		2433 DORCHESTER RD	BIRMINGHAM	MI	48009
209	2031332010	WILLIE J GREEN JR	TERRAH L GREEN	29465 SHARON LN	SOUTHFIELD	MI	48076
210	2031385006	UMA HOLDINGS LLC		3072 WOODCREEK WAY	BLOOMFIELD HILLS	MI	48304
211	2031376005	HPS INVESTMENTS LLC		33424 A DEQUINDRE RD STE	STERLING HEIGHTS	MI	48310
212	2031330015	BENEICKE BUILDERS LLC		33477 WOODWARD AVE STE	BIRMINGHAM	MI	48009
213	2031332004	BENEICKE BUILDERS LLC		33477 WOODWARD AVE STE	BIRMINGHAM	MI	48009
214	2031382008	JOSEPH HILDEBRAND	TIMOTHY HILDEBRAND	3560 BLOOMFIELD CLUB DR	BLOOMFIELD HILLS	MI	48301
215	2031332005	ANDREW A KONOPADA		36700 WOODWARD AVE STE	BLOOMFIELD HILLS	MI	48304
216	2031330021	JAMES O ELLIOTT	REBECCA ELLIOTT	3917 ESTATES DR	TROY	MI	48084
217	2031383066	SCHIERLOH PROPERTIES LLC		3962 LAWSON DR	TROY	MI	48084
218	2031376012	MARK LEDDY		4124 LOS NIETOS DR	LOS ANGELES	CA	90027
219	2031331021	STEPHEN F PEW		4137 FAIRWAY DOWNS CT	CHARLOTTE	NC	28277
220	2031382023	1921 BRADFORD LLC		4310 S BAY DR	ORCHARD LAKE	MI	48323
221	2031356001	N WOODWARD VENTURE LLC		44004 WOODWARD AVE STE	BLOOMFIELD HILLS	MI	48302
222	2031382011	SCOTT J HERKES	CODY M TUCKER	4542 CLOVERDALE CT	LAKE ORION	MI	48359
223	2031332012	1509 PENISTONE LLC		5010 FAR RAVINE CT	WEST BLOOMFIELD	MI	48323
224	2031378006	DANIEL A WOHL		505 GREEN RD	ANN ARBOR	MI	48105
225	2031356009	JON J KISER	CHELSEA R KISER	5080 TIMBERWAY TRL	CLARKSTON	MI	48346
226	2031381010	EGS 2021 PROPERTIES LLC		55 E LONG LAKE RD STE 222	TROY	MI	48085
227	2031354047	ZACK HANNA		5640 VICTORIA DR	W BLOOMFIELD	MI	48322
228	2031377006	NANCY E AUDI REVOC LVNG TRUST		6 GOLFCREST CT	DEARBORN	MI	48124
229	2031381004	SPRINGVIEW HOMES INC		628 SPRINGVIEW DR	ROCHESTER	MI	48307
230	2031381014	BALSAM PAULUS WAZEER	SABAH HANNA WAZEER	6289 GOLDEN LN	WEST BLOOMFIELD	MI	48322
231	2031332007	IDEAL BUILDERS AND REMODELING INC		6931 CHASE CT	W BLOOMFIELD	MI	48322
232	2031377001	PATRICK E FLYNN		799 GREAT OAKS DR	BLOOMFIELD HILLS	MI	48304
233	2031332011	VADIM BRAYMAN		832 BIRD AVE	BIRMINGHAM	MI	48009
234	2031330002	TIMOTHY TAIT		PO BOX 135	AKRON	MI	48701
235	2031385001	MICHAEL G BARCUTIAN		PO BOX 338	ROYAL OAK	MI	48068
236	2031331013	HOME INVESTMENTS LLC		PO BOX 886	BIRMINGHAM	MI	48012
237	2031356010	L&W HOME INVESTMENTS LLC		PO BOX 886	BIRMINGHAM	MI	48012
238	2031329010	KARYN JUDITH HLDY REVOC LVNG TRST	HOLIDAY TRUSTEE, KARYN JUDITH	1996 W. Melton	Birmingham	MI	48021
239	2031326003	Owner		1658 E Lincoln	Birmingham	MI	48011

Attachment 2: Addresses of owners and occupants within project area

240	2031384003 EMBURY METHODIST CHURCH	SELWOCKI TRUSTEE, EDWIN H	1803 14 Mile Road	Birmingham	MI	48014
241	2031331014 MARCO A ORTEGA-VELASCO	YES	1348 S ETON ST	BIRMINGHAM	MI	48009
242	2031378003 ROY WANG	SOGOL VAZIRI	1572 PENISTONE RD	BIRMINGHAM	MI	48009
243	2031379019 WILLIAM ROY		1601 SHEFFIELD RD	BIRMINGHAM	MI	48009
244	2031377007 ALEXANDRIA BALGOOYEN		1609 TORRY ST	BIRMINGHAM	MI	48009
245	2031377008 LUNA SHALHOUB		1621 TORRY ST	BIRMINGHAM	MI	48009
246	2031377009 DONALD D KOWALSKI		1635 TORRY ST	BIRMINGHAM	MI	48009
247	2031329013 HANS ERNI	MARY ERNI	1845 HUMPHREY AVE	BIRMINGHAM	MI	48009
248	2031331008 THOMAS W GIDEON		1890 HUMPHREY AVE	BIRMINGHAM	MI	48009
249	Owner		1864 Humphrey	Birmingham	MI	48020
250	Owner		1574 Penistone	Birmingham	MI	48009
251	Owner		1601 Torry	Birmingham	MI	48010
252	City of Birmingham	Clerk's Office	151 Martin	Birmingham	MI	48009



Clerk's Office
City of Birmingham, MI

Tuesday, August 24, 2022

AUG 29 2022

TO:

City of Birmingham
Clerk's Office
151 Martin
Birmingham, MI 48009

C. Woods
RECEIVED

RE:

2022 Cape-Seal Program
Cape-Seal Maintenance Treatment Special Assessment District

The City regularly reviews the City's unimproved roadways and coordinates routine cape seal treatment. Your street has been identified to be include in the 2022 Cape-Seal Program, and attached is a location map of the project area. Construction on this project is anticipated to start in Fall 2022 and go through Spring 2023.

With this letter you are receiving a notification for a public hearing, with the Public Hearing of Necessity being scheduled to occur on **Monday, September 12, 2022** at the regularly scheduled City Commission meeting at 7:30 p.m. This is to consider a Special Assessment District (SAD) for cape-seal maintenance treatment on unimproved road surfaces within the project area. Work items typically included in these projects include the following:

- Pulverizing existing road surface and re-grading as necessary to shape an appropriate crown.
- Applying the cape-seal treatment that is a double layer of chip seal and a slurry coat.
- Reconstructing sidewalk ramps in the project area to meet ADA requirements, where needed.

Consistent with previous projects of this nature, it has been the City's policy to assess the following:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage respectively.

The cost per property will be assessed based on an average cost associated with the proposed work on each street in the cape-seal program, multiplied by the linear foot measurement of the property line fronting the street, and/or the side property line for corner lots, and then reduced by multiplying again by 85% for the front footage measurement, and/or 25% or 85% for the side footage measurement.

Upon completion of the project, the City will bill each property for the full amount of the assessment. Payment will be due within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 10 annual payments. An annual interest charge on the remaining balance, interest rate to be determined will apply. The City plans to provide an estimate of costs associated with this SAD at the Hearing of Necessity to be held on September 12, 2022.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You have the opportunity to speak directly to the City Commission at the Public Hearing of Necessity that will be held on September 12, 2022.

Sincerely,



Melissa A. Coatta, P.E.
City Engineer



Scott D. Zielinski, P.E.
Assistant City Engineer

NOTICE OF PUBLIC HEARINGS		
BIRMINGHAM CITY COMMISSION		
PUBLIC HEARING OF NECESSITY		
PUBLIC HEARING OF CONFIRMATION		
FOR THE 2022 CAPE-SEAL MAINTENANCE TREATMENT PROGRAM		
Meeting Location:	Date, Time,	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, September 12, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Location:	Date, Time,	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, September 19, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:		On Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton
Nature of Improvement:		Nature of Improvement: Road surface cape-seal treatment and ADA sidewalk ramps for all properties within the project area
City Staff Contact:		Scott Zielinski, Assistant City Engineer, 248.530.1838, szielinski@bhamgov.org
Notice Requirements:		Mail to affected property owners, Publish August 28, September 4 2022
Approved minutes may be reviewed at:		City Clerk's Office or www.bhamgov.org/commissionagendas
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655 079 760		
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.		
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.		
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.		
Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.		
<i>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).</i>		

Funds Report	Available:	\$520.74	PBP Account Number:	35884980
	Used:	\$479.26	Indicia Number:	0001404691
	Total Pieces:	818	Meter Number:	1404691
	Control Sum:	\$1,000.00	Meter Name:	
	Resettable Piece Count:	252	Printed:	AUG 23 2022 4:59 PM
	Piece Count Value:	\$143.64		

City of Birmingham

151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001



Clerk's Office
City of Birmingham, MI

AUG 29 2022

CW

RECEIVED





**MICHIGAN.COM – Serving the
OBSERVER & ECCENTRIC and HOMETOWN WEEKLY NEWSPAPERS
6200 Metropolitan Pkwy, Sterling Heights, MI 48312**

BE IT MADE KNOWN THAT THE FOLLOWING ADVERTISEMENT APPEARED IN:

**Publication: Birmingham Eccentric
Placed By: City of Birmingham
Subject: Cape Seal 2022
Publication: August 28 & September 4, 2022**

Susan Totoraitis

_____ (Susan Totoraitis), being duly sworn, deposes and says that the advertising illustrated above/attached was published in the Birmingham Eccentric on the following date/s/: August 28 & September 4, 2022, INVOICE #0008789614, and as an authorized employee of the Observer and Eccentric Media, she knows well the facts stated/herein. Cost: \$304.08.

STATE OF MICHIGAN

NOTARIZED BY: *Gina Anne Huff*

DATED: September 6, 2022

Acting in County of Macomb

GINA ANNE HUFF
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires March 09, 2023

Northville junior overcomes COVID-19, wins Lamplighter

Brandon Folsom Hometownlife.com
USA TODAY NETWORK - MICHIGAN

Brendan Herger was nervous before competing in The Lamplighter Invitational at Ford Field in Livonia.

Not because of the competition he was facing or because it was the season opener.

Heck, Herger has competed in many, many other bigger races before. Like when he helped Northville's 3,200-meter relay team win a Division 1 state championship this past spring.

No, the junior was nervous because he was recently diagnosed with COVID-19.

Like two weeks ago.

He tested positive for the coronavirus five straight days before he could return to training.

He didn't know how well he'd fare given how many runs he had missed, and he couldn't train at full strength when he was allowed to return.

"As soon as I stopped (testing positive for COVID-19), I went back (to training) a little easier," Herger told Hometown Life. "I did some hard workouts closer to doing this (race), and I did a bunch of hill reps on Wednesday. I rested yesterday."

"My goal was to win, not (go) for time."

Well, Herger basically achieved both. He crossed the finish line in 15 minutes, 53.7 seconds to win the meet.

What's more, his time was only 2.4 seconds away from the personal best he set a year ago. Which is saying something because not only was he still recovering from the coronavirus but he wasn't competing in a traditional race. His flight of The Lamplighter started at 11 p.m., about 12 hours later than most races get going. Plus, the course wasn't designed for speed. It was more a glow-in-the-dark experience than anything else.

"I was expecting less of myself," Herger admitted. "When I had COVID 2 weeks ago, my heart was in rough shape. But 2 weeks was enough to get it back, I guess. I couldn't have been happier (with my performance)."

Herger, who thrives on competing,

"I'm not gonna lie: I've probably never been more nervous for a race. ... But I like to race more for competition than for time, and it worked out. And that's why I run. That's why I love it."

Brendan Herger

said his goal was to just stay ahead of New Baltimore Anchor Bay junior Thomas Westphal, who was the second-best rated runner there.

Westphal finished in 16:17.4 to take second place, but Herger is unsure when he pulled away from the pack. He didn't want looking behind him to negatively impact his focus.

"I ran hard, and I felt like I kept my pace really well," Herger said. "I'm not gonna lie: I've probably never been more nervous for a race because, with Thomas Westphal, it was unknown how well he would do. He had a crazy track season. But I like to race more for competition than for time, and it worked out."

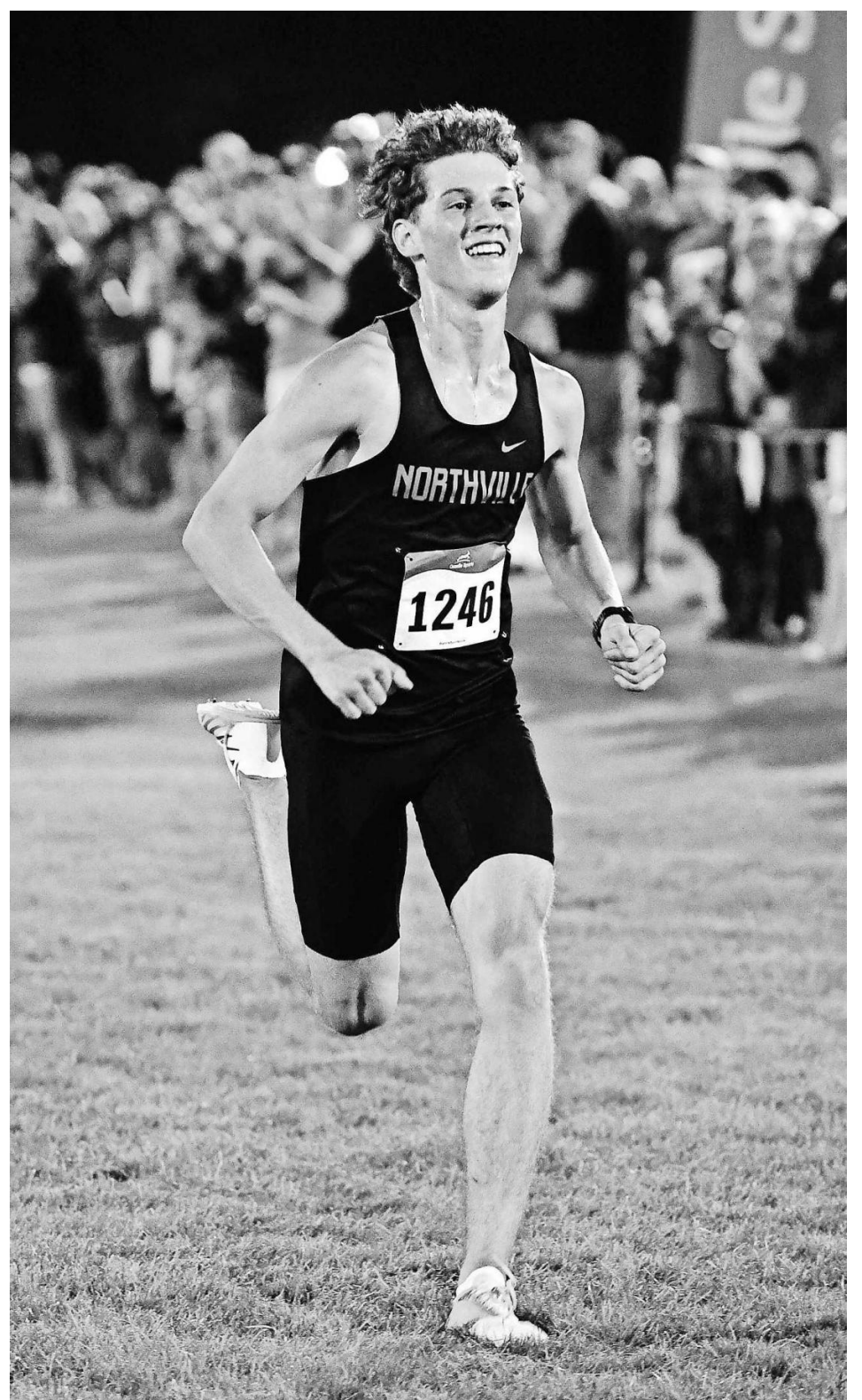
"And that's why I run. That's why I love it."

The Mustangs won the meet thanks to having five finish in the top 25. That included Brady Heron (16:32.2) in 10th, Ethan Powell (16:34.1) in 13th, Brock Malaikal (16:53.6) in 17th and Nicholas Yaquinto (17:10.9) in 25th.

Northville also won the JV meet following a 1-2-3-4 finish from Ishaan Kundapur (18:13.9), Luke Schwartz (18:17.4), Ritvik Ellendula (18:36.0) and Nick Barretto (18:37.0).

Ryan Stojov (18:59.5) rounded out the team's scoring in seventh place, while Austin Barber (19:03.1) and Maximilian Potrzeba (19:04.9) also placed in the top nine.

Brandon Folsom covers high school sports in metro Detroit for Hometown Life. Follow him on Twitter @folsombrandonj.



Northville's Brendan Herger won The Lamplighter Invitational on Aug. 19.
TOM BEAUDOIN/SPECIAL TO HOMETOWNLIFE.COM

Village of Beverly Hills Planning Commission Public Hearing 09/28/2022

PUBLIC NOTICE is given to all persons in the Village of Beverly Hills that a public hearing will be held during the Planning Commission meeting on Wednesday, September 28, 2022 at 7:30pm at the Village of Beverly Hills Office at 18500 W 13 Mile Rd, Beverly Hills, MI 48025 to solicit comments on a proposed ordinance amending Chapter 22, Section 22.08.290 Site Plan Review.

PUBLIC NOTICE is given to all persons in the Village of Beverly Hills that a public hearing will be held during the Planning Commission meeting on Wednesday, September 28, 2022 at 7:30pm at the Village of Beverly Hills Office at 18500 W 13 Mile Rd, Beverly Hills, MI 48025 to solicit comments on a proposed ordinance amending Chapter 22, Section 22.09 Site Development Requirements.

Copies of the proposed amendments are available for review at the Village Office. Interested parties are encouraged to attend and comment during the meeting. Those unable to attend may submit written comments to the Planning Commission prior to 4:30pm on September 28, 2022. Written comments should be mailed to: Planning Commission, 18500 W 13 Mile Rd, Beverly Hills, MI 48025 or via email to cbrown@villagebeverlyhills.com.

Kristin Rutkowski
Village Clerk

Publish: September 4, 2022 LO-000878958 3x3

CITY OF BLOOMFIELD HILLS ZONING BOARD OF APPEALS Meeting of September 20, 2022

The regular meeting of the Zoning Board of Appeals will be held at 4:00 p.m. on Tuesday, September 20, 2022 at City Hall 45 East Long Lake Road, Bloomfield Hills, Michigan 48304-2322, Phone (248) 644-1520, Fax (248) 644-4813.

- The Board will consider the request for a variance from the landscape open space ordinance to install a pool at 300 Nantucket Drive, Tax Parcel No. 19-22-376-001.

Complete copies of the proposal are available for review by contacting the City Clerk's Office at aburton@bloomfieldhillsmi.net or (248) 530-1403.

Please visit www.bloomfieldhillsmi.net for current agendas and meeting information as the meeting date nears.

Dated: August 26, 2022

Publish: September 4, 2022 LO-000878951 3x3

NOTICE OF PUBLIC HEARINGS BIRMINGHAM CITY COMMISSION PUBLIC HEARING OF NECESSITY PUBLIC HEARING OF CONFIRMATION FOR THE 2022 CAPE-SEAL MAINTENANCE TREATMENT PROGRAM

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, September 12, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, September 19, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	On Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton
Nature of Improvement:	Nature of Improvement: Road surface cape-seal treatment and ADA sidewalk ramps for all properties within the project area
City Staff Contact:	Scott Zielinski, Assistant City Engineer, 248.530.1838 szielinski@bhamgov.org
Notice Requirements:	Mail to affected property owners, Publish August 28, September 4 2022
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

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).

Publish: August 28 & September 4, 2022 LO-0008789614 3x7

NOTICE OF PUBLIC HEARING BIRMINGHAM CITY COMMISSION SPECIAL LAND USE PERMIT

Meeting Date, Time, and Location:	Monday, September 19, 2022 at 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Location of Request:	460 N. Old Woodward - Wilders Bistro
Nature of Hearing:	Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward - Wilders Bistro
City Staff Contact:	Nicholas Dupuis, Planning Director 248-530-1856 ndupuis@bhamgov.org
Notice Requirements:	Mailed to all property owners and occupants within 300 feet of subject address. Publish September 4, 2022
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760 You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice) or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

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).

Publish: September 4, 2022 LO-0008789615 3x4

Check us out at

HomeTownLife.com

**PROTEST OF THE COST OF THE 2022 CAPE-SEAL PROGRAM, CAPE-SEAL
MAINTENANCE TREATMENT SPECIAL ASSESSMENT DISTRICT AS IT
PERTAINS TO 1755 BANBURY, BIRMINGHAM, MI 48009**

Re: 1755 Banbury, Birmingham, MI 48009

Please allow this letter to serve as a Protest to the proposed Special Assessment within the above entitled project as it applies to 1755 Banbury, Birmingham, MI 48009. We purchased the forementioned property on February 29, 2016. At that time and continuously since that date, there have been numerous properties that have been torn down and re-built on Banbury Street. There was an almost constant array of heavy duty trucks and equipment on an almost daily basis doing substantial damage to the roadway by the use thereof. I have called the City on numerous occasions and complained about the damage to the roadway caused by the trucks and earlier this year I was informed that the street would be replaced at the expense of the contractors that damaged said roadway.

The City benefitted from and by allowing the contractors and investors that purchased the older homes to tear them down and build new ones by charging fees to the contractors. Further, the City is benefitting by allowing these large structures to be built based upon the increase taxes received on each and every new build. It is not equitable for the City to place the burden upon the property owners that did not cause the damage to the street and for this reason we are protesting the charges.

Sincerely,



James O. Elliott

Clerk's Office
City of Birmingham, MI

SEP 1 2022

RECEIVED

**ADDENDUM TO PROTEST OF THE COST OF THE 2022 CAPE-SEAL PROGRAM,
CAPE-SEAL MAINTENANCE TREATMENT SPECIAL ASSESSMENT DISTRICT AS
IT PERTAINS TO 1755 BANBURY, BIRMINGHAM, MI 48009**

Re: 1755 Banbury, Birmingham, MI 48009

Please allow this to serve as a Addendum to the Protest that was filed on August 30, 2022. I further Protest the assessment and the procedure because as of August 30, 2022 when I spoke with the Assistant City Engineer, Mr. Scott D. Zielinski, he was unable to tell me what the assessed amount or charge would be regarding 1755 Banbury. I think it is unequitable for the City to schedule a Hearing without allowing the residents adequate time to at least find out what amount they are protesting and the amount of the charges. In other words, is it \$5.00 or \$25,000.00. Mr. Zielinski himself who authored the letter regarding the Assessment has no knowledge at this point in time even though the time is running to file a Protest. In fact, I believe Mr. Zielinski stated that the earliest it will be posted is prior to the close of business on Friday, September 9, 2022 with the Hearing scheduled the following business day which will not allow residents sufficient time to research the issue and determine if the charges are reasonable.

Therefore please allow this to serve as an Addendum to the initial Protest. Thank you.

Dated: August 31, 2022

Sincerely,

A handwritten signature in black ink, appearing to read "James O. Elliott", with a stylized, cursive flourish extending to the right.

James O. Elliott



MEMORANDUM

(Planning Division)

DATE: September 12, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 1283 Buckingham – Historic Designation Request

INTRODUCTION:

The owners of the house located at 1238 Buckingham, Keith and Carole Deyer, have requested that the City Commission consider designating their house as a local historic resource within the City of Birmingham.

The home was constructed in 1925 and was designed by local architect Wallace Frost. Mr. Frost was a peer of Albert Kahn and worked with him for several years. The home is located in Birmingham Estates Subdivision on lot #187. The original property was part of the Seymour Adams Shadyside Farm established in 1823. The Birmingham Estates Company platted the current subdivision in 1916. A significant building boom occurred in the 1920's when the home was built. The first occupant was a Mr. Walker. In 1926 the house was occupied by Dr Frederick E. and Elsie C. Good. It was featured in the April 1926 issue of the Afterglow Magazine. In 1928, the Goods purchased the adjacent lot #188 and established it as their "garden". Subsequently the lot was sold and a new house built on the lot. The Deyers purchased the home in 1976 and have occupied it since then.

The Deyers have indicated that they have a plethora of documentation that they are willing to share to aid in the process including photos, newspaper articles, and more.

BACKGROUND:

The process for designating a property or structure as historic is outlined in Chapter 127 of the City Code. Section 127-5 (Establishing additional, modifying, or eliminating historic districts) states the following:

- (a) The city commission may at any time establish by ordinance additional historic districts, including proposed districts previously considered and rejected, may modify boundaries of an existing historic district, or may eliminate an existing historic district. Before establishing, modifying, or eliminating a historic district, the standing historic district study committee, as established in section 127-4, shall follow the procedures as stated in section

127-4. The committee shall consider any previously written committee reports pertinent to the proposed action.

The first step in the process towards considering historic designation of this property is for the City Commission to pass a resolution directing the Historic District Study Committee to commence with the creation of the Historic District Study Committee report as outlined in section 127-4(c) of the City Code, which states the following:

- c) When directed by a resolution passed by the City Commission, the standing Historic District Study Committee shall meet and do all of the following:
 - 1) Conduct a photographic inventory of resources within each proposed historic district following procedures established by the state historic preservation office of the state historical center.
 - 2) Conduct basic research of each proposed historic district and historic resources located within that district.
 - 3) Determine the total number of historic and non-historic resources within a proposed historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the committee shall be guided by the criteria for evaluation issued by the United States secretary of the interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 CFR Part 60, and criteria established or approved by the state historic preservation office of the state historical center.
 - 4) Prepare a preliminary historic district study committee report that addresses at a minimum all of the following:
 - a. The charge of the committee.
 - b. The composition of committee membership.
 - c. The historic district(s) studied.
 - d. The boundaries of each proposed historic district in writing and on maps.
 - e. The history of each proposed historic district.
 - f. The significance of each district as a whole, as well as the significance of sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.
 - 5) Transmit copies of the preliminary report for review and recommendations to the city planning board, the state historic preservation office of the Michigan Historical Center, the Michigan Historical Commission, and the state historic preservation review board.
 - 6) Make copies of the preliminary report available to the public pursuant to Section 399.203(4) of Public Act 169 of 1970, as amended.

- 7) Not less than 60 calendar days after the transmittal of the preliminary report, the historic district study committee shall hold a public hearing in compliance with Public Act 267 of 1976, as amended. Public notice of the time, date and place of the hearing shall be given in the manner required by Public Act 267. Written notice shall be mailed by first class mail not less than 14 calendar days prior to the hearing to the owners of properties within the proposed historic district, as listed on the most current tax rolls. The report shall be made available to the public in compliance with Public Act 442 of 1976, as amended.
- 8) After the date of the public hearing, the committee and the city commission have not more than one year, unless otherwise authorized by the city commission, to take the following actions:
 - a. The committee shall prepare and submit a final report with its recommendations and the recommendations, if any, of the city planning board and the historic district commission, to the city commission as to the establishment of a historic district(s). If the recommendation is to establish a historic district(s), the final report shall include a draft of the proposed ordinance(s).
 - b. After receiving a final report that recommends the establishment of a historic district(s), the city commission, at its discretion, may introduce and pass or reject an ordinance(s). If the city commission passes an ordinance(s) establishing one or more historic districts, the city shall file a copy of the ordinance(s), including a legal description of the property or properties located within the historic district(s) with the register of deeds. The city commission shall not pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the local unit, have approved the establishment of the historic district pursuant to a written petition.
- 9) A writing prepared, owned, used, in the possession of, or retained by a committee in the performance of an official function of the historic district commission should be made available to the public in compliance with Public Act 442 of 1976, as amended.

LEGAL REVIEW:

The City Attorney has reviewed the request and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

There are no public noticing requirements for this agenda item. If approved by the City Commission to begin the Historic District Study Committee Report, all meetings will be open to the public.

SUMMARY:

The Planning Division requests that the City Commission direct the Historic District Study Committee to begin preparation of a preliminary Historic District Study Committee report for 1238 Buckingham.

ATTACHMENTS:

The following documents are attached for your review:

- Request from Keith and Carole Deyer
- Photos of 1283 Buckingham

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to direct the Historic District Study Committee to begin preparation of a preliminary Historic District Study Committee report for 1238 Buckingham pursuant to Section 127-4 of the Birmingham Code of Ordinances.



Nicholas Dupuis <ndupuis@bhamgov.org>

FW: Request for Historical Designation of 1283 Buckingham Avenue

Keith Deyer <kwdeyer@comcast.net>
To: Nicholas Dupuis <ndupuis@bhamgov.org>

Sat, Jul 30, 2022 at 5:49 PM

Dear Birmingham City Commissioners,

We wish to solicit your support for historical designation of our home at 1283 Buckingham Avenue. We are aware of the restrictions that this would place on our home, as I have served on the Historic District and Design Review Commission (HDDRC), Historic District Commission (HDC), Historic District Study Committee (HDSC) and the Design Review Board (DRB).

The home was constructed in 1925 and was designed by local architect Wallace Frost. Mr. Frost was a peer of Albert Kahn and worked with him for several years. The home is located in Birmingham Estates Subdivision on lot #187. The original property was part of the Seymour Adams Shadyside Farm established in 1823. The Birmingham Estates Company platted the current subdivision in 1916. A significant building boom occurred in the 1920's when our home was built. The first occupant was a Mr. Walker. In 1926 the house was occupied by Dr Frederick E. and Elsie C. Good. It was featured in the April 1926 issue of the Afterglow Magazine. In 1928 the Goods purchased the adjacent lot #188 and established it as their "garden". Subsequently the lot was sold and a new house built on the lot. The Deyers purchased the home in 1976 and have occupied it since then.

Documentation is available concerning the development of the Birmingham Estates Subdivision and Birmingham houses (including ours) designed by Wallace Frost.

Thank you in advance for your assistance.

Regards, Keith and Carole Deyer

1283 Buckingham Avenue

[Birmingham, Michigan](#)

[48009](#)



1265









**NOTICE OF INTENTION TO APPOINT TO
BOARD OF ZONING APPEALS**

At the regular meeting of Monday, October 24, 2022, the Birmingham City Commission intends to appoint three regular members to the Board of Zoning Appeals to serve three-year terms to expire October 10, 2025.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, October 19, 2022. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be property owners of record and registered voters.	10/19/2022	10/24/2022

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



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

At the regular meeting of Monday, October 24, 2022, the Birmingham City Commission intends to appoint to the Multi-Modal Transportation Board two alternate members with terms expiring October 27, 2025, and one regular member to complete a three-year term to expire March 24, 2023.

Interested citizens may submit an application available at the City Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s office on or before noon on Wednesday, October 19, 2022. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

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

Duties of the Multi-Modal Transportation Board

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<p>In so far as possible, members shall represent pedestrian advocacy, mobility or vision impairment, traffic-focused education/experience, bicycle advocacy, urban planning, architecture or design education/experience, or different geographical areas of Birmingham.</p> <p>Members may or may not be electors (registered voter) or property owners of the City of Birmingham.</p>	10/19/2022	10/24/2022

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



**NOTICE OF INTENTION
FOR APPOINTMENT TO THE
BIRMINGHAM SHOPPING DISTRICT BOARD**

At the regular meeting of Monday, October 24, 2022 the City Manager will appoint with the concurrence of the Birmingham City Commission three members to the Birmingham Shopping District Board to serve four-year terms to expire November 16, 2026.

The goal of the shopping district board shall be to promote economic activity in the principal shopping districts of the city by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. (Section 82-97(a)).

The board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the city commission from the financing methods specified in this article. (Section 82-97(b)).

The shopping district board shall consist of 12 members. One member shall be the City Manager, one shall be a resident of an area designated as a principal shopping district, and one shall be a resident of an adjacent residential area. A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district. (Section 82-92(a)).

The ordinance states that the City Manager will make the appointment with the concurrence of the City Commission. (Section 82-92(b)).

Interested persons may submit an application available from the City Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s office on or before noon on Monday, October 17, 2022. These documents will appear in the public agenda for the City Commission meeting.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Commission Meeting
Shall have interest in property located in the district.	10/17/2022	10/24/2022

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



**NOTICE OF INTENTION TO APPOINT
ALTERNATE HEARING OFFICER**

At the regular meeting of Monday, October 24, 2022, the Birmingham City Commission intends to appoint an alternate hearing officer to serve the remainder of a three-year term to expire June 30, 2024. The alternate Hearing Officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to the fee collection ordinances (section 1-17).

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

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

Interested citizens may submit an application available at the City Clerk's office on or before noon on Wednesday, October 19, 2022. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointment.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be residents of the city who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.	10/19/2022	10/24/2022

GREENWOOD CEMETERY ADVISORY BOARD



2021/2022 ANNUAL REPORT

September 2022

Linda Buchanan, Chair
Linda Peterson, Vice Chair
Pam DeWeese
Laura Schreiner
George Stern
Margaret Suter
Joseph Vercellone

INTRODUCTION

The Greenwood Cemetery Advisory Board was established by the Birmingham City Commission on October 13, 2014. One of its duties is to submit a report to the Commission on an annual basis of the general activities, operation, and condition of the cemetery for the preceding 12-month period. The Greenwood Cemetery Advisory Board Annual Report includes a summary and update of the cemetery's status, related finances, and the GCAB's planned activities for the next fiscal year.

In alignment with the City's fiscal year, the current GCAB's report covers the period from July 1, 2021 through June 30, 2022.

GENERAL ACTIVITIES

Meetings

The Greenwood Cemetery Advisory Board is required to meet at least quarterly. During the report period, the board met four times in 2021 and five times in 2022. The Greenwood Cemetery Advisory Board has met and exceeded the quarterly meeting requirement. Board activities focused primarily on established project priorities for the period.

2021/2022 Accomplishments

- Produced the 2020-2021 Annual Report
- Thoroughly reviewed the Greenwood Cemetery Operational Procedures, Conditions, and Regulations
- Discussed the concept of continuing the sidewalk in front of the cemetery along Oak Ave.
- Drafted and revised a Policy for Approving and Installing Markers for Persons of Historical Significance
- Made recommendation to the City Commission for the renewal of the Cemetery Service Provider Contract
- Discussed the installation of a sign acknowledging the cemetery's recent designation in the National Underground Railroad Network to Freedom
- Advocated for enhancements to the cemetery including improving the appearance of the pole and chain in section F and the installation of an additional trash receptacle
- Reflected on the 2020-2021 Annual Report and participated in goal setting discussions in order to produce the 2021-2022 report and goals

OPERATION

Sales and Financial Information

On December 1, 2019, Creative Collaborations, LLC became transitional provider for cemetery services, with the exception of grounds maintenance, which is provided by the City's Department of Public Services. On May 1, 2020, Creative Collaborations entered into a one-year renewable contract with the City to provide cemetery services on an ongoing basis, the contract was renewed again on April 26, 2021 for the 2021-2022 fiscal year and again on May 9, 2022 for the 2022-2023 fiscal year. Grounds maintenance continues to be provided by DPS with ongoing communication and collaboration between Creative Collaborations, DPS, and the City Clerk's office.

On January 14, 2019, the City Commission approved a payment plan policy for cemetery plots that requires full payment within 24 months. During the 2021-2022 fiscal year, no new payment plans have been initiated, 3 of the existing plans have been paid in full, 4 payment plans are still in progress. The Clerk's Office and Treasurer's Office monitors active payment plans. Plots under a payment plan are considered sold for purposes of availability unless the plot becomes available again in the event of a purchaser default.

Grave Sales Detail, July 2020 - June 2021

<i>Month</i>	<i>Sec B</i>	<i>Sec C</i>
July 2021	1	1
August 2021	-	-
September 2021	-	1
October 2021	-	1
November 2021	-	-
December 2021	1	-
January 2022	-	-
February 2022	1	-
March 2022	-	-
April 2022	-	-
May 2022	-	-
June 2022	-	-
Total Sold	3	3
Total Available Under Current Authorization	24	2
Total Available (Not Released)	123	0
<p><i>*Graves Obstructed - On 1/29/21 Creative Collaborations noted that graves 1 & 2 in Section C rows 18-A & 19-A are not able to be used due to obstructions.</i></p> <p><i>* Graves Obstructed - On 3/25/21 DPS noted that graves in row 19-A 1,2,13,14,16 are obstructed by trees</i></p> <p><i>* Grave Release Approved by Commission on April 26, 2021 – Section B, Rows 17-C, 16-C, 15-C & 14-A for a total of 38 Graves, 9 of which are obstructed)</i></p> <p><i>* Grave Release Approved by Commission on December 13, 2021 - 1 grave in section B, row 2-A for an at-need situation for a family with adjacent space.</i></p>		

**On April 12, 2021 the City Commission approved the grave price increase for plots that can accommodate one full burial from \$3,000 to \$4,000 per plot. All graves sold in the 2021-22 FY were at the rate of \$4,000 per grave.*

FY 21-22 Grand Totals	
Sales in B	3
Sales in C	3
Sales in Other	0
Resident Purchases	2
Non-Resident Purchases	4
Payment Plans Initiated	0
Total Graves Sold	6
Transfer of Ownership Filed	6
Additional Burial Rights Purchased	5

**Plots in Sections B and C sold under a payment plan are included in the number of sales made for the quarter in which the payment plan was initiated. The remittance to the Perpetual Care Fund of payment for the plots is recorded in total in the quarter in which the final payment is made.*

Beginning December 1, 2019, Creative Collaborations, LLC, remits 100% of revenue to the City, which then makes payments to the contractor for services performed.

Burials and Inurnments, July 2021 - June 2022

Burials and inurnment activity during the period can be used to understand utilization of graves and assist in planning for future sales.

Cremation vs. Burial: According to NFDA’s 2021 Cremation and Burial Report, the 2021 cremation rate is projected to be 57.5% and the burial rate is projected to be 36.6%. The City of Birmingham’s 2021-2022 cremation rate is above the national average at 75.0% and the full burial rate is below the national average at 25.0%.

	Sec B		Sec C		Other		Total by Month	
	Full Crem		Full Crem		Full Crem		Full Crem	
July 2021	0	1	1	0	1	3	2	4
August 2021	1	1	0	0	1	0	2	1
September 2021	0	0	0	1	0	4	0	5
October 2021	0	1	0	0	1	2	1	3
November 2021	0	1	1	3	0	1	1	5
December 2021	0	3	0	0	1	1	1	4
January 2022	0	0	0	0	0	0	0	0
February 2022	0	0	0	0	0	0	0	0
March 2022	0	0	0	0	1	0	1	0
April 2022	0	0	0	0	0	0	0	0
May 2022	1	0	0	0	0	4	1	4
June 2022	0	0	0	0	0	1	0	1
Totals	2	7	2	4	5	16	9	27

Perpetual Care Fund

Revenues from grave sales are used to increase the Perpetual Care Fund for Greenwood Cemetery, with investment earnings remaining with the PCF. Currently all cemetery care and maintenance is funded through the general fund. Eventually the goal is for the perpetual care fund to be able to take over the financial burden of cemetery maintenance through interest accrued.

Detail for July 2021 through June 2022:

2021 Q Ending September 30

Proceeds from cemetery plot sales	\$ 4,436.00
Investment income	<u>5,159.61</u>
Revenue for Perpetual Care Fund	\$ 9,595.61

2021 Q Ending December 31

Proceeds from cemetery plot sales	\$27,410.00
Investment income	4,879.42
Realized gain (loss)	<u>(305.42)</u>
Revenue for Perpetual Care Fund	\$32,594.84

2022 Q Ending March 31

Proceeds from cemetery plot sales	\$ 0.00
Investment income	<u>5,533.64</u>
Revenue for Perpetual Care Fund	\$ 5,533.64

2022 Q Ending June 30

Proceeds from cemetery plot sales	\$ 400.00
Investment income	5,721.46
Unrealized Loss	<u>(177,192.36)</u>
Revenue for Perpetual Care Fund	\$ (171,070.90)

Notes

1. We have created a new department within the General Fund to better track cemetery expenses. This will allow the City to get a better estimate of costs that the perpetual care fund will need to cover in the future.
2. While the fund has sustained a significant unrealized market loss (paper loss not a real loss) for this fiscal year, the fund overall has a net positive market gain on investments since inception.
3. The focus of the perpetual care fund right now is for long-term growth. To achieve this goal, the fund is invested in equity investments near the maximum allowed by state law with no more than 40% of the amount invested in equities in any one asset class (large cap, mid cap, small cap) as per our investment policy.
4. Investment gains will only go so far to grow the perpetual care fund. More plots will need to be sold or other sources of income need to be determined to achieve a sustainable principal balance from which investment income can be generated to fund cemetery maintenance.

CITY OF BIRMINGHAM
 PERPETUAL CARE FUNDS
 INVESTMENT REPORT
 6/30/2022

	PRINCIPAL	INCOME	TOTAL
BEGINNING BALANCE 6/30/2021	\$ 1,046,957.48	\$ 77,502.09	\$ 1,124,459.57
SALE OF GRAVES	36,246.00	-	36,246.00
CAPITAL GAINS (LOSSES)	(305.42)	-	(305.42)
INTEREST/DIVIDENDS	-	23,833.97	23,833.97
CHANGE IN MARKET VALUE	(177,192.36)	-	(177,192.36)
ENDING BALANCE 6/30/2022	<u>\$ 906,316.54</u>	<u>\$ 101,336.06</u>	<u>\$ 1,007,652.60</u>
<u>INVESTMENTS</u>			
BOND MUTUAL FUNDS	\$ 468,651.91	46.5%	
EQUITY MUTUAL FUNDS	<u>539,000.69</u>	53.5%	
TOTAL	<u>\$ 1,007,652.60</u>		

CITY OF BIRMINGHAM
 PERPETUAL CARE FUNDS
 ANNUAL INVESTMENT REPORT
 6/30/2022

	PRINCIPAL (NONSPENDABLE)	INCOME (SPENDABLE)	TOTAL
BEGINNING BALANCE 6/30/2021			
Pooled Funds	\$ -	\$ -	\$ -
Bond Mutual Funds	459,843.87	53,239.99	513,083.86
Equity Mutual Funds	<u>587,113.61</u>	<u>24,262.10</u>	<u>611,375.71</u>
	\$ 1,046,957.48	\$ 77,502.09	\$ 1,124,459.57
SALE OF PLOTS			
Bond Mutual Funds	12,410.00	-	
Equity Mutual Funds	<u>23,836.00</u>	<u>-</u>	
	\$ 36,246.00	\$ -	\$ 36,246.00
CAPITAL GAINS (LOSSES)			
Pooled Fund	\$ -		
Bond Mutual Funds	(305.42)		
Equity Mutual Funds	<u>-</u>		
	\$ (305.42)		\$ (305.42)
INTEREST/DIVIDENDS			
Pooled Fund		\$ -	
Bond Mutual Funds		15,706.81	
Equity Mutual Funds		<u>8,127.16</u>	
		\$ 23,833.97	\$ 23,833.97
CHANGE IN MARKET VALUE			
Pooled Fund	\$ -		
Bond Mutual Funds	(72,854.18)		
Equity Mutual Funds	<u>(104,338.18)</u>		
	\$ (177,192.36)		\$ (177,192.36)
ENDING BALANCE 6/30/2022	<u>\$ 906,316.54</u>	<u>\$ 101,336.06</u>	<u>\$ 1,007,652.60</u>
INVESTMENTS			
BOND MUTUAL FUNDS	399,705.11	68,946.80	468,651.91
EQUITY MUTUAL FUNDS	<u>506,611.43</u>	<u>32,389.26</u>	<u>539,000.69</u>
TOTAL	<u>\$ 906,316.54</u>	<u>\$ 101,336.06</u>	<u>\$ 1,007,652.60</u>

CONDITION

During the 2021-2022 fiscal year, the City's Department of Public Services has overseen cemetery landscape maintenance, which has included:

- Oversight of Lawn Mowing Contractor including weekly cuts and spring and fall cleanup
- Oversight of Forestry Contractor for Tree Maintenance as directed by DPS
- Maintenance of the Tree Inventory Program
- Lawn fertilization twice a year
- Burial topsoil and seeding: spring and fall
- As-needed general clean up: grave blankets, old flowers, fallen branches
- Trash removal: 2 to 3 times per week
- Maintenance of water system: start up, winterizing, and repair as needed
- Repair of turf as needed
- Removal of snow stakes
- Snow removal
- Raising and leveling of markers/monuments or approval of arrangements with vendor for same
- Building/fencing/road maintenance as needed

PLAN FOR 2022/2023

The Greenwood Cemetery Advisory Board has prioritized the following action items for 2022-2023:

CRITICAL GOALS

Short Term

- ***Review the Cemetery Management Agreement***
 - Creative Collaborations, LLC. has been the contracted cemetery service provider since December 1, 2019. The contract has been renewed in one-year increments on May 18, 2020, April 26, 2021, and May 9, 2022.
 - GCAB wishes to review the contract, ensure that all Greenwood Cemetery needs are being met. GCAB is interested in issuing a new RFP to reassess the current market of providers for cemetery services to make sure that the City of Birmingham is able to retain the best cemetery service provider available.
 - This includes reviewing the cost of clerical services, as well as cost of labor for installing markers, performing burials, and inurnments.
- ***Finalize a policy and application process to allow the installation of markers for persons of historical significance***
 - The need for a policy and application process to allow the installation of markers for persons of historical significance recently emerged as special interest groups have identified specific persons in the cemetery that they would like to memorialize or give extra recognition to. Typically, only deed holders and immediate family arrange to purchase and install monuments in honor of an individual. The process being developed will allow thorough review from staff and related advisory boards in order to permit the installation of these monuments.
- ***Develop a Strategic Plan for the Greenwood Cemetery Advisory Board***
 - GCAB will benefit from going through the strategic planning process to evaluate strengths, weaknesses, opportunities, and threats/challenges the cemetery faces. In going through the process, the board will come up with a vision of what the cemetery should look like in the future, consider stakeholder perspectives, expectations, and needs as well as reconfirm the mission, vision, and values. Strategic planning will empower the board to function more efficiently. The City Clerk will continue to work as the staff liaison to the board and ensure that the board has a clear understanding of their expectations such as being in "growth" or "maintenance" mode.
- ***Conduct an Obstruction Survey***
 - An obstruction survey would be beneficial to determining the status of available graves in the cemetery. Trees and foliage in the cemetery change over time. The obstruction survey would provide a more accurate assessment of what is available right now, as well as what space may become available in the future. Space that is currently obstructed by trees and shrubs may not always be obstructed. An obstruction survey could also give way for staff to determine space that can be used for future plantings.

Long Term

- ***Confirm the baseline amount of known available plots in the cemetery***
 - Record reconciliation is an ongoing process in the Clerk's Office. GCAB closely monitors sales activity in the cemetery as well as internments and inurnments throughout the cemetery. Section B and C are active in regard to sales as well as internments and inurnments. Transfers of ownership, internments, and inurnments are the most common activities taking place in in the cemetery's sections other than B and C with the occasional private sale. This goal partners with the planned monument/marker inventory survey and the GIS mapping initiative to reconfirm that all space in Greenwood Cemetery is owned, used, or is part of the more recently plotted graves in sections B and C from 2015.
- ***Monitor the continued growth of the perpetual care fund***
 - The GCAB monitors the growth of the perpetual care fund and can propose strategies for increasing the funds growth in order for the fund to reach a point where the interest accrued can cover most or all of the general maintenance requirements of the cemetery.
- ***Monitor the demand for cemetery services***
 - GCAB members review cemetery data in regards to sales, internments and inurnments and consider trends in order to suggest ways Greenwood Cemetery may need to adapt in order to meet future demands.
- ***Continue historic preservation efforts***
 - The GCAB works collaboratively with the Museum Board and Friends of the Birmingham Museum (a.k.a. the Birmingham Historical society) GCAB develops projects such as the monument/marker inventory survey, and the Friends of the Birmingham Museum conducts bi-annual tours in the cemetery to continue to educate and engage citizens while preserving history in the cemetery.

DESIRED GOALS

Short Term

- ***Replace pole & chain in section F***
 - The pole and chain in section F remains in place for the safety of cemetery users and to allow access as needed for cemetery operations. The current pole and chain functions as a safety measure, GCAB wishes to find an alternative safety barrier that meets the aesthetics of the cemetery. DPS and the cemetery contractor will provide input to make sure any proposed changes meet safety and operational requirements.
- ***Reevaluate the effectiveness and possible need for GPR in the cemetery***
 - GCAB wishes to reevaluate the potential benefits of Ground Penetrating Radar (GPR) and take into consideration any change in cost of this type of survey as well as improvements in technology since the item was last reviewed.

Long Term

- ***Monument/marker inventory survey***
 - GCAB began working on planning for the process and survey for a monument/marker inventory with the guidance of Museum Director Pielack and City Clerk Bingham at the June 4, 2021 GCAB meeting. The GCAB wishes to conduct this survey with volunteers and the support of city staff in order to cross-reference general information and collect baseline condition data and photos that could potentially be linked with the GIS data project. Monuments or markers that may need maintenance may also be identified through this survey.

- ***GIS Mapping – Launching a digital map for public reference***
 - City Staff in the planning department with GIS expertise created a GIS map of the cemetery. Data points from DPS on tree locations within the cemetery were added as a layer to the map in the spring of 2021. This goal ties in with the monument/marker inventory survey and confirming the baseline information of known available plots in the cemetery. Ongoing efforts are being made as time allows, the Clerk’s office provides progress updates to GCAB as needed.
- ***Determine Capital Outlay Projects***
 - GCAB may discuss and study the potential benefits of a capital outlay project. The GCAB will provide a recommendation and report to the City Commission if a capital outlay project is identified.
- ***Explore Above Ground Crematorium Opportunities***
 - With the limited space in the cemetery and shifting demand towards cremation and inurnments, the GCAB wishes to explore the costs, benefits, and opportunities for installing a columbarium.
- ***Review and update Greenwood Cemetery Operational Procedures, Conditions and Regulations***
 - The GCAB spent a considerable amount of time in the 2021-2022 FY reviewing and updating the rules and regulations. To keep the rules and regulations current going forward they will conduct an annual read through to maintain the document.

SUMMARY AND RECOMMENDATIONS

Grave sale activity primarily occurs in sections B and C and is closely monitored by the City Clerk's office.

	Section C (released) Rows: 18-A, 19-A, 20-A	Section B (released) Rows: 14-A, 15-C, 16-C, 17-C	Section B (reserved) Rows: A-1 through A-13
Obstructed	31	9	*Currently being reviewed
Owned	41	63	187
Available	0	24	*123

The GCAB, Clerks Office, DPS, Museum, and contracted cemetery service provider continue to work collaboratively to preserve the historic charm and ambiance of Greenwood Cemetery while ensuring the highest standards of maintenance and service are being provided. The GCAB will continue to monitor data as provided by the City Clerk, work on their goals as laid out in this document, and make recommendations for future grave releases and/or improvements for the preservation and operation of the Historic Greenwood Cemetery.

The cemetery is in a state of slow growth and preservation.

For the 2022-2023 FY GCAB is encouraged to continue working on the goals as identified in this report at their regular monthly meetings. Recommendations made by the Greenwood Cemetery Advisory Board will be presented to the City Manager's Office for further direction and implementation.



MPPS Policy Brief

Statewide survey finds a majority of Michigan local governments experiencing harassment or other abuse

By Natalie Fitzpatrick, Debra Horner, and Thomas Ivacko

Michigan's top local officials report personally experiencing harassment themselves over last few years

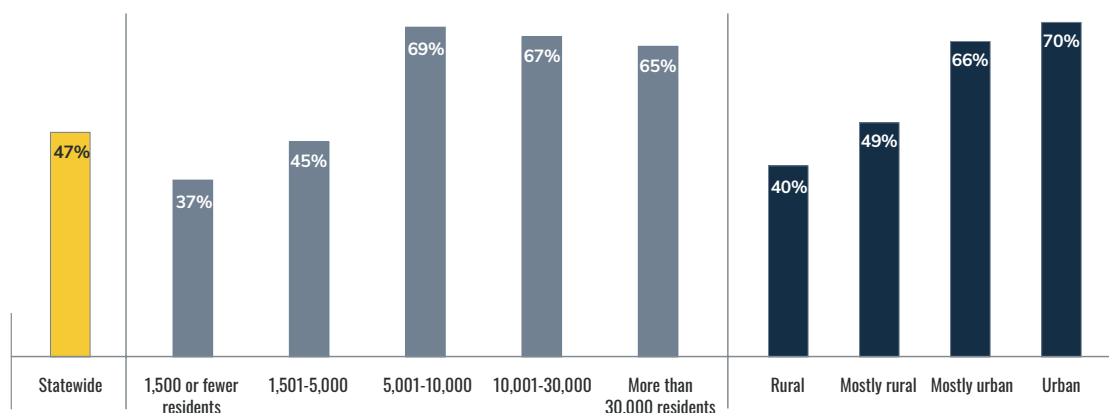
Statewide, 47% of Michigan's top elected and appointed local officials from counties, cities, townships, and villages report personally experiencing online or in-person harassment over the last few years as part of their role in local government, including disrespectful or hostile comments, graphic language or slurs, shouting, and rude or aggressive gestures (see *Figure 1*). Harassment is even more common in jurisdictions with more than 5,000 residents, where about two-thirds of top officials report such problems. Meanwhile, officials from urban or mostly urban jurisdictions are significantly more likely to report harassment than those from rural places, though four in ten rural leaders report these problems as well.

Local officials are less likely to report being subjected to actual threats (15% of jurisdictions statewide), or violent actions such as destruction of property or physical assault (3%). However, in the largest jurisdictions—those with more than 30,000 residents—one-third (33%) report experiencing threats and 7% report violent actions.

Statewide, top officials from 50% of jurisdictions say they have not personally experienced any harassment, threats, or violence as part of their role in local government.

Figure 1

Percent of jurisdictions where top officials report experiencing harassment over the last few years as part of their role in local government, by population category and urban-rural self-identification



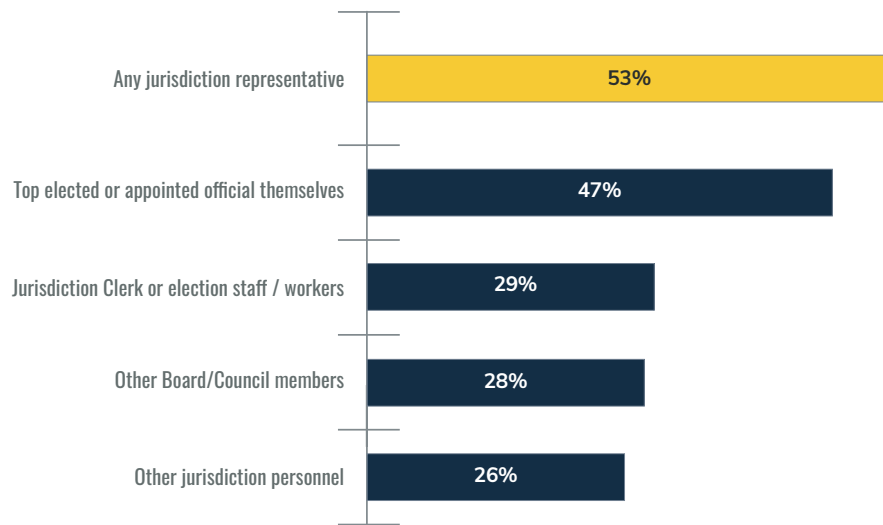
Outright majority report abuse such as harassment, threats, or even violence against at least one member of their local government

The chief elected and appointed leaders are not the only ones subject to abuse as part of their role in local government. Statewide, a significant proportion of MPPS survey respondents are also aware of abuse perpetrated against other individuals within their local government. This may involve harassment, threats, or even violence, including destruction of property. As shown in *Figure 2*, these include reports of abuse against the County, City or Township Clerk, their election staff, or other election workers (29%), other members of their Board or Council (28%), and other jurisdiction employees or volunteers (26%). Meanwhile, 16% are unsure of abuse towards other jurisdiction representatives beyond themselves.

Overall, officials from 53% of jurisdictions report harassment, threats, or violence against any members of the local government, including themselves.

Figure 2

Percent of jurisdictions reporting various members of the local government that have experienced harassment, threats, or violence over the last few years as part of their role in local government



Note: responses for "none" and "don't know" are not shown; responses from village officials not included in calculation for election staff/workers as villages in Michigan do not administer elections; the calculation for election staff includes both self-reports from clerks themselves and reports from other respondents.

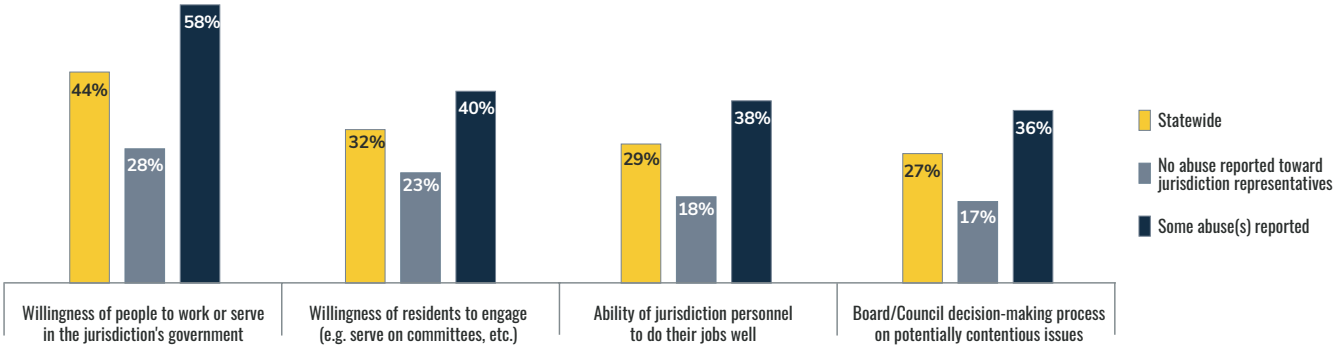
Most Michigan jurisdictions report negative impacts from general climate of harassment and threats

Officials from 44% of Michigan local governments report negative impacts from the worsening political climate on the willingness of people to work or serve in the jurisdiction’s government (see *Figure 3*). Even in jurisdictions where officials do not report harassment, threats, or violence, more than a quarter (28%) say simply the possibility of abuse is having a negative effect.

Statewide, 32% also report that the climate of abuse toward local government personnel is having a negative impact on residents’ civic engagement—such as speaking at meetings and serving on committees—including 23% in jurisdictions that have not reported harassment, threats, or violence. In addition, 29% of local leaders statewide say abuse affects the ability of jurisdiction personnel to do their jobs well, and 27% say it affects their Board’s or Council’s decision-making process on potentially contentious issues such as public health policy, local planning and zoning issues, and so on.

Overall, 53% of local leaders report that abuse has had at least one type of negative impact on their local government functions. This includes 70% of jurisdictions where some abuse has occurred in the last few years, but also 33% of jurisdictions where none is reported.

Figure 3
Percent of jurisdictions reporting negative impacts from harassment, threats, and violence on local government functions, by experience of jurisdiction personnel



Note: responses for "other," "none," and "don't know" not shown.

Survey Background and Methodology

The findings reported here come from the Michigan Public Policy Survey (MPPS), an ongoing census survey of all 1,856 general purpose local governments in Michigan conducted since 2009 by the Center for Local, State, and Urban Policy (CLOSUP) at the University of Michigan's Gerald R. Ford School of Public Policy. The program is a partnership with Michigan's local government associations. The Spring 2022 wave was conducted April 4 – June 6, 2022. Respondents include county administrators, board chairs, and clerks; city mayors, managers, and clerks; village presidents, managers, and clerks; and township supervisors, managers, and clerks from 1,327 jurisdictions across the state, resulting in a 71% response rate by unit. More information is available at <https://closup.umich.edu/michigan-public-policy-survey/mpps-2022-spring>.

See CLOSUP's website for the full question text on the survey questionnaire. Detailed tables of the data in this report, including breakdowns by various community characteristics, will be available at <http://mpps.umich.edu>.

The survey responses presented here are those of local Michigan officials, while further analysis represents the views of the authors. Neither necessarily reflects the views of the University of Michigan, or of other partners in the MPPS.



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RE: Birmingham Country Club Sport Court Expansion

Ms. Voelker,

Thank you for taking time with our staff recently to clarify several of the issues that the City of Birmingham was presented with in regards to the proposed sport court expansion at the Birmingham Country Club (the "Club"). On August 29, 2022, the City Commission discussed the expansion at a public meeting and heard from residents, as well as a representative of the Club. As neighbors and partners in expanding opportunities for pickleball in our own community, we would like to provide you with a few requests made by the City or Birmingham on behalf of its residents for use in the Special Land Use process:

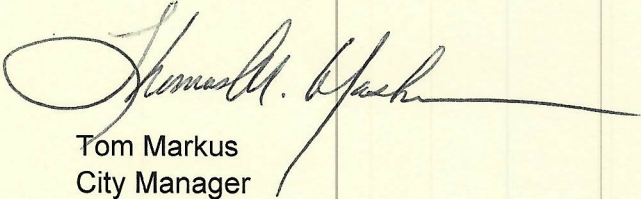
- Post in a conspicuous location a sign outlining the rules and code of conduct expected of Club members while using Club facilities to reduce the use of vulgar language and/or distasteful activities, and to promote respectful behavior. This should serve as a reminder that the Club has residential neighbors that deserve to be treated with respect. The club representative seemed willing to post this type of signage.
- Ensure that no lighting be included in the sport court expansion.
- Adopt a policy that precludes the use of "Red Zone" paddles, which produce noise levels that may be perceived as unacceptable in the close proximity to residential zones. The Club representative suggested this item.
- A parking study should be provided and fully vetted as the Club has purportedly agreed to provide at the request of Beverly Hills.
- A sound study should be provided and fully vetted as the Club has purportedly agreed to produce.
- Establish a regularly scheduled meeting between the neighbors and the Club to discuss issues and keep the lines of communication open. The representatives seemed willing to consider this recommendation.

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INFORMATION ONLY

As we continue to advocate for pickleball for our respective constituents, an honest and good faith attempt to address these types of concerns is essential for our future endeavors. If you should have any questions, please do not hesitate to contact me.

Regards,



Tom Markus
City Manager

Cc Bloomfield Township Planning Commission
 Bloomfield Township Board of Trustees
 Birmingham City Commission
 Nicholas Dupuis, Planning Director
 Jana Ecker, Assistant City Manager
 Melissa Fairbairn, Assistant to the City Manager
 Lauren Wood, Director of Public Services
 Mark Clemence, Chief of Police

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