I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE  
   Pierre Boutros, Mayor

II. ROLL CALL  
   Alexandria Bingham, City Clerk Designee

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

   ANNOUNCEMENTS:
   - Welcome State Senator Mallory McMorrow.
   - The Clerk’s office would like to remind voters to turn in an absentee ballot applications if they wish to vote by mail for the November 3, 2020 General Election. The Clerk’s office will begin mailing ballots to voters that requested them on September 24th. To review your specific voting information visit mi.gov/vote. Persons 16 or older that are interested in learning more about elections and assisting the community could work on Election Day! Visit the elections inspectors tab on the clerk’s website for more details bhamgov.org/voting.
   - The Birmingham Museum will be featuring an outdoor pop-up exhibit every Friday in September from 1 to 4 PM in the plaza at 556 W. Maple Rd. Historical artifacts of Birmingham women who achieved many local political ‘firsts’ will be presented with a National Archives display on the nationwide suffrage movement. The exhibit is free to the public; masks and social distancing will be required for close examination of the artifacts and conversation with museum staff.
   - The City of Birmingham has been recognized by BarBend.com for ranking high in the top 50 for Michigan cities for fit lifestyles.
   - The city would like to thank Joseph Mercurio for the past 3 years of his service to the Design Review Board.
   - Commissioner Host’s Birthday.

   APPOINTMENTS:
   A. Historic District Commission
      1. Keith Deyer

   To appoint ________________, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2023.
B. Design Review Board
   1. Keith Deyer

To appoint ________________, as a regular member to serve a three-year term to expire September 25, 2023.

C. Historic District Study Committee
   1. Michael S. Xenos

To appoint ________________, as a regular member and representative of a duly organized local historic preservation organization to the Historic District Study Committee to serve a three-year term to expire June 25, 2023.

D. Parks and Recreation
   1. Susan Collins

To appoint ________________, to the Parks and Recreation Board as a regular member to serve the remainder of a three-year term to expire March 13, 2021.

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

V. CONSENT AGENDA

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

A. Resolution approving the City Commission meeting minutes of August 24, 2020.

B. Resolution approving the warrant list, including Automated Clearing House payments, dated August 26, 2020 in the amount of $11,021,908.68.

C. Resolution approving the warrant list, including Automated Clearing House payments, dated September 2, 2020 in the amount of $3,020,582.22.

D. Resolution approving the warrant list, including Automated Clearing House payments, dated September 9, 2020 in the amount of $849,094.79.

E. Resolution to set a public hearing date for October 12, 2020 to consider a Revised Final Site Plan and Design and Special Land Use Permit Amendment at 525 N. Old Woodward to allow expansion of the existing Luxe bistro into the vacant storefront space to the south. (Complete Resolution in Agenda packet)
F. Resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the 2020 Winter Markt Friday, December 4 – Sunday, December 6, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

G. Resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the 2020 Santa House beginning the week-end of November 28, 2020 through December 24, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

H. Resolution to award the project for Finance Department Renovation and Office Furniture Purchase to Vari, Inc., contingent upon meeting all insurance requirements, in the amount of $15,460.00, to be charged to the Finance Department’s Machinery and Equipment account #101-191.000-971.0100.

I. Resolution to approve the 2020 Emergency Management Performance Grant and federal funds for $28,361.00. Further, to direct the Mayor to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the grant.

J. Resolution to waive the competitive bidding process and approve the purchase of 1,150 LNG single space meters from CivicSmart, Inc., a sole source vendor; further charging this expenditure in the amount of $115,000.00 to the Automobile Parking System Fund capital outlay parking meters account # 101-301.002-971.0200.

K. Resolution to approve the addendum to extend the contract for 2020-21 handwork pavement markings with Hart Pavement Striping Corporation in the amount of $107,000.00 for combined fall 2020 and spring 2021 applications; further to approve the addendum to extend the contract for pavement marking longlines with PK Contracting, Inc. for spring 2020; further to authorize and direct the mayor and city clerk to sign the addendums on behalf of the city; further to authorize these budgeted expenditures from account number 202-303-001-937.0200.

L. Resolution to approve the Interlocal Agreement between Oakland County and the City of Birmingham, for Appointments of Arraignment-only Attorneys in the Oakland County Jail and to authorize the Mayor and Clerk to sign the Agreement on behalf of the City.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

A. Resolution to accept the proposed 2021-2024 Birmingham Museum Strategic Plan.
B. Resolution to direct staff to study alternate management structures and best practices for managing parking systems and present a report with recommendations to the City Commission.

OR

Resolution to direct staff to prepare a resolution creating an Ad Hoc Committee to study alternate management structures and best practices for managing parking systems and present a report with recommendations.

OR

Resolution to direct staff solicit a proposal from Nelson Nygard to amend their September 2018 Downtown Parking Plan to study alternate management structures and best practices for managing parking systems and present a report with recommendations.

OR

Resolution to direct staff to solicit proposals from professional parking consulting firms to study alternate management structures and best practices for managing parking systems and present a report with recommendations.

C. Resolution to approve the Birmingham City Commission 2021 Meeting Schedule as submitted.

D. Commission Discussion items from prior meeting
   i. Legal Services

E. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Letter from Frank Simon in regards to the Pearl Canopy Sign
B. Email from Mr. Bloom

X. REPORTS

A. Commissioner Reports
   Notice of Intention to appoint to the Board of Zoning Appeals and the Museum Board

B. Commissioner Comments

C. Advisory Boards, Committees, Commissions’ Reports and Agendas

D. Legislation

E. City Staff
   1. Financial Update submitted by Finance Director Gerber
   2. Birmingham Shopping District Farmers Market Report submitted by Executive Director Tighe

INFORMATION ONLY
XI. ADJOURN

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

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

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

Thank you for sending. I am entering a very busy period in my role at General Motors and would like to take the next couple of years off from serving in city government roles.

Appreciate the opportunity to serve over the past couple of years and look forward to returning to a city government role in the future.

Joe

On Tue, Sep 8, 2020 at 9:18 AM cheryl arft <carft@bhamgov.org> wrote:

Joseph,

Your term on the DRB expires on September 25, 2020. I have attached the committee application and 2 additional forms for you to complete if you are interested in serving another term on the board. I will need to receive your application by this Wednesday, 9/9/2020 at noon.

If you do not intend to apply again, please let me know so that we can recruit other applicants.

Cheryl Arft
Acting City Clerk
City of Birmingham
151 Martin Street
Birmingham, MI  48009

248-530-1880
248-530-1080 (fax)

carft@bhamgov.org

--
Alexandria D. Bingham
City Clerk Designee
City of Birmingham
151 Martin Street
Birmingham, MI 48009
(248) 530-1802  Office Direct
(248) 530-1880  Fax
abingham@bhamgov.org
NOTICE OF INTENTION TO APPOINT TO
HISTORIC DISTRICT COMMISSION

At the regular meeting of Monday, September 14, 2020 the Birmingham City Commission intends to appoint three regular members to the Historic District Commission to serve three-year terms to expire September 25, 2023.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, September 9, 2020. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

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

Applicant(s) Presented For City Commission Consideration:

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Criteria/ Qualifications</th>
</tr>
</thead>
</table>
| Kevin Deyer    | • A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation.  
                  • Must be a resident |

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

SUGGESTED ACTION:
To appoint _________________, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2023.
HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years
Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

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

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Home Business</th>
<th>E-Mail</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debbrecht</td>
<td>Gigi</td>
<td>564 Frank St</td>
<td>(248) 882-9906</td>
<td><a href="mailto:gigidebbrecht@yahoo.com">gigidebbrecht@yahoo.com</a></td>
<td>12/3/2018</td>
<td>9/25/2021</td>
</tr>
<tr>
<td>Deyer</td>
<td>Keith</td>
<td>1283 Buckingham</td>
<td>(248) 642-6390</td>
<td><a href="mailto:kwdeyer@comcast.net">kwdeyer@comcast.net</a></td>
<td>9/25/2006</td>
<td>9/25/2020</td>
</tr>
<tr>
<td>Dukas</td>
<td>Natalia</td>
<td>1352 Suffield</td>
<td>(248) 885-8535</td>
<td><a href="mailto:nataliadukas@yahoo.com">nataliadukas@yahoo.com</a></td>
<td>9/9/2013</td>
<td>9/25/2022</td>
</tr>
<tr>
<td>Henke</td>
<td>John</td>
<td>724 South Bates</td>
<td>(248) 789-1640</td>
<td><a href="mailto:jwhenke@aol.com">jwhenke@aol.com</a></td>
<td>9/25/2006</td>
<td>9/25/2021</td>
</tr>
<tr>
<td>Lang</td>
<td>Patricia</td>
<td>1023 Floyd St.</td>
<td>(248) 540-0991</td>
<td><a href="mailto:pal.family.friends@gmail.com">pal.family.friends@gmail.com</a></td>
<td>12/3/2018</td>
<td>9/25/2021</td>
</tr>
<tr>
<td>Last Name</td>
<td>First Name</td>
<td>Home Address</td>
<td>Business</td>
<td>E-Mail</td>
<td>Appointed</td>
<td>Term Expires</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>--------------</td>
<td>----------</td>
<td>--------</td>
<td>-----------</td>
<td>--------------</td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9/25/2022</td>
</tr>
<tr>
<td>Alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9/25/2022</td>
</tr>
<tr>
<td>Alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9/25/2023</td>
</tr>
</tbody>
</table>

Willoughby  Michael  
667 Greenwood  
(248) 760-8903  3/22/2010 architect  
mwilloughby@mwa-architects.com
<table>
<thead>
<tr>
<th>MEMBER NAME</th>
<th>SPEC MTG</th>
<th>SPEC MTG</th>
<th>Total Mts. Att.</th>
<th>Percent Attended Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGULAR MEMBERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gigi Debbrecht</td>
<td>P</td>
<td>P</td>
<td>8</td>
<td>100%</td>
</tr>
<tr>
<td>Doug Burley</td>
<td>A A A A</td>
<td>P</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Keith W. Dover</td>
<td>P P P P</td>
<td>N M</td>
<td>9</td>
<td>0%</td>
</tr>
<tr>
<td>Natalia Dukas</td>
<td>P A P P</td>
<td>NM NM</td>
<td>7</td>
<td>82%</td>
</tr>
<tr>
<td>John Henke III</td>
<td>P P P P</td>
<td>NM NM</td>
<td>8</td>
<td>100%</td>
</tr>
<tr>
<td>Patricia Lang</td>
<td>P P P P</td>
<td>NM NM</td>
<td>6</td>
<td>37%</td>
</tr>
<tr>
<td>Michael Willoughby</td>
<td>A P P P</td>
<td>NM NM</td>
<td>5</td>
<td>31%</td>
</tr>
<tr>
<td>Ava Wells (Student)</td>
<td>NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA 0 0 #DIV/0!</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kina Ahmet (Student)</td>
<td>P P NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA NA 0 0 #DIV/0!</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ALTERNATES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dulce Kuler</td>
<td>A A A A</td>
<td>NM NM</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Kevin Filthaut</td>
<td>A A A A</td>
<td>NM NM</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Present or Available</td>
<td>6 6 5 6 6 6 5 0 0 0 3 6 0 5 0 0 5</td>
<td>0 0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Department Head Signature
## CITY BOARD/COMMITTEE ATTENDANCE RECORD

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

### Table

<table>
<thead>
<tr>
<th>MEMBER NAME</th>
<th>SPEC MTG</th>
<th>SPEC MTG</th>
<th>Total Mtgs. Att.</th>
<th>Total Absent</th>
<th>Percent Attended Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGULAR MEMBERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gigi Debbrecht</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>P</td>
</tr>
<tr>
<td>Doug Burley</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>A</td>
<td>CA</td>
</tr>
<tr>
<td>Keith W. Deyer</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NM</td>
</tr>
<tr>
<td>Natalia Dukas</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>NM</td>
</tr>
<tr>
<td>John Henke III</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Patricia Lang</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>A</td>
</tr>
<tr>
<td>Michael Willoughby</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>A</td>
<td>CA</td>
</tr>
<tr>
<td>Ava Veils (Student)</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Keia Ahmed (Student)</td>
<td>NA</td>
<td>NM</td>
<td>NA</td>
<td>P</td>
<td>NM</td>
</tr>
<tr>
<td>Grace Donati (Student)</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td><strong>ALTERNATES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dulce Fuller</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>A</td>
<td>CM</td>
</tr>
<tr>
<td>Kevin Filhaut</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

### Summary
- Present or Available: 7 0 0 7 5 0 2 0 0 0 0 0 6 3 7 0 5 5 6 0 5 0 0 0

---

**Department Head Signature**
# CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: HDC  
Year: 2018

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>REGULAR MEMBERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adam Charles</td>
<td>NM</td>
<td>p</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>4</td>
<td>1 80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doug Burley</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>7</td>
<td>2 78%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keith W. Deyer</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>6</td>
<td>3 67%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natalia Dukas</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>P</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>4</td>
<td>7 22%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Henke III</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>6</td>
<td>3 67%</td>
<td></td>
</tr>
<tr>
<td>Thomas Trappell</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>1</td>
<td>3 25%</td>
<td></td>
</tr>
<tr>
<td>Michael Wills</td>
<td>NM</td>
<td>p</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>8</td>
<td>0 100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ava Wells (Student)</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>0</td>
<td>8 0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grace Donati (Student)</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>0</td>
<td>8 0%</td>
<td></td>
</tr>
<tr>
<td>ALTERNATES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dulce Fuller</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>4</td>
<td>5 44%</td>
<td></td>
</tr>
<tr>
<td>Kevin Fillhaut</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>6</td>
<td>2 75%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0 #DIV/0! 0 #DIV/0! 0 #DIV/0! 0 #DIV/0!</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Present or Available | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 4 | 0 | 5 | 8 | 5 | 4 | 4 | 0 | 5 | 0 | 0 | 0 |

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

Department Head Signature
APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

Board/Committee of Interest: DRB and HDC
Specific Category/Vacancy on Board: Regular member (see back of this form for information)

Name: Keith W Deyer
Residential Address: 1283 Buckingham Ave.
Residential City, Zip: Birmingham 48009
Business Address: ________________________________
Business City, Zip: ________________________________

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

I have been past chair of the HDDRC and HDC. (and am currently vice-chair of DRB & HDC). I live in a Wallace Frost home.

I am committed to the city's growth and preservation of its historical assets.

List your related employment experience: Executive Director DMA (Design and Manufacturing Alliance), Chief Engineer at Delphi Automotive

List your related community activities: Past chair of Building and Grounds Committee at the Community House, Past President & Treasurer at Birchwood Farms Golf and Country Club

List your related educational experience: BSME from Kettering University (GMI) and MBA from MSU

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

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

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

Signature of Applicant: ________________________________
Date: 9/2/2020
Return the completed and signed application form to: City of Birmingham, City Clerk’s Office, 151 Martin, Birmingham, MI 48009 or by email to carft@bhamgov.org or by fax to 248.530.1080.

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to
NOTICE OF INTENTION TO APPOINT TO DESIGN REVIEW BOARD

At the regular meeting of Monday, September 14, 2020 the Birmingham City Commission intends to appoint two regular members to the Design Review Board to serve three-year terms to expire September 25, 2023 and two alternate members to serve the remainder of three-year terms to expire September 25, 2022.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, September 9, 2020. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Design Review Board is to advise the City Commission in regard to the proper development of the City. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the City's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, City Planning Board, Historic District Commission and other City advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the City.

Applicant(s) Presented For City Commission Consideration:

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Criteria/Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keith Deyer</td>
<td>Engineer</td>
</tr>
</tbody>
</table>

- Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents.

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

SUGGESTED ACTION:

To appoint ________________, as a regular member to serve a three-year term to expire September 25, 2023.
**DESIGN REVIEW BOARD**

Ordinance #1882

Terms: 3 years

Members: One member of the Design Review Board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.

Duties: The function and duty of the Design Review Board is to advise the city commission in regard to the proper development of the city. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, city Planning Board, Historic District Commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Home Business E-Mail</th>
<th>Appointed</th>
<th>Term Expires</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debbrecht</td>
<td>Gigi</td>
<td>564 Frank St.</td>
<td>(248) 882-9906</td>
<td>12/10/2018</td>
<td>9/25/2021</td>
<td><a href="mailto:gigidebbrecht@yahoo.com">gigidebbrecht@yahoo.com</a></td>
</tr>
<tr>
<td>Deyer</td>
<td>Keith</td>
<td>1283 Buckingham</td>
<td>(248) 642-6390</td>
<td>9/25/2006</td>
<td>9/25/2020</td>
<td><a href="mailto:kwdeyer@comcast.net">kwdeyer@comcast.net</a></td>
</tr>
<tr>
<td>Dukas</td>
<td>Natalia</td>
<td>1352 Suffield</td>
<td>(248) 885-8535</td>
<td>9/9/2013</td>
<td>9/25/2022</td>
<td><a href="mailto:nataliadukas@yahoo.com">nataliadukas@yahoo.com</a></td>
</tr>
<tr>
<td>Henke</td>
<td>John</td>
<td>724 South Bates</td>
<td>(248) 789-1640</td>
<td>9/25/2006</td>
<td>9/25/2021</td>
<td><a href="mailto:jwhenke@aol.com">jwhenke@aol.com</a></td>
</tr>
<tr>
<td>Lang</td>
<td>Patricia</td>
<td>1023 Floyd St.</td>
<td>(248) 540-0991</td>
<td>12/10/2018</td>
<td>9/25/2021</td>
<td><a href="mailto:pal.family.friends@gmail.com">pal.family.friends@gmail.com</a></td>
</tr>
<tr>
<td>Last Name</td>
<td>First Name</td>
<td>Home Address</td>
<td>Home Business</td>
<td>E-Mail</td>
<td>Appointed</td>
<td>Term Expires</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>--------------</td>
<td>---------------</td>
<td>--------</td>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9/25/2023</td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9/25/2022</td>
</tr>
<tr>
<td>Alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9/25/2022</td>
</tr>
<tr>
<td>Alternate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Willoughby</td>
<td>Michael</td>
<td>667 Greenwood</td>
<td>(248) 760-8903</td>
<td><a href="mailto:mwilloughby@mwa-architects.com">mwilloughby@mwa-architects.com</a></td>
<td>3/22/2010</td>
<td>9/25/2022</td>
</tr>
</tbody>
</table>
# CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Design Review Board  
Members Required for Quorum: 4  
Year: 2020

<table>
<thead>
<tr>
<th>MEMBER NAME</th>
<th>SPEC MTG</th>
<th>SPEC MTG</th>
<th>Total Mtgs.</th>
<th>Total Absent</th>
<th>Percent Attended Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>REGULAR MEMBERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keith W. Deyer</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>NM</td>
</tr>
<tr>
<td>Natalia Dukas</td>
<td>P A P P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
</tr>
<tr>
<td>John Henke III</td>
<td>P P P P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
</tr>
<tr>
<td>Gigi Debbrecht</td>
<td>P P P P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
</tr>
<tr>
<td>Patricia Lang</td>
<td>P P P P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
</tr>
<tr>
<td>Michael Willoughby</td>
<td>A P P P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
</tr>
<tr>
<td>Joe Mercario</td>
<td>A A A A</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
</tr>
<tr>
<td>Ava Wells (Student)</td>
<td>NA NA NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Rhea Ahmet(Student)</td>
<td>P P NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>ALTERNATES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dulce Fuller</td>
<td>NA NA NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Alex Jerome</td>
<td>A A A A</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
</tr>
</tbody>
</table>

Present or Available: 6 6 5 6 0 0 #DIV/0! 0 0 0 0 0 0 0 0 0 0

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

Department Head Signature
## CITY BOARD/ COMMITTEE ATTENDANCE RECORD

### Name of Board: Design Review Board  
### Year: 2019  
### Members Required for Quorum: 4

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Keith W. Deyer</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>N</td>
<td>M</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>A</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>8</td>
<td>3</td>
<td>73%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natalia Dukas</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>N</td>
<td>M</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>CP</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>5</td>
<td>5</td>
<td>50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Henke III</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>N</td>
<td>M</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>CP</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>6</td>
<td>4</td>
<td>60%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gigi Debbrecht</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>N</td>
<td>M</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>CP</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>8</td>
<td>2</td>
<td>80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patricia Lang</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>N</td>
<td>M</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>7</td>
<td>4</td>
<td>64%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michael Willoughby</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>N</td>
<td>M</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>A</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>7</td>
<td>4</td>
<td>64%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joe Mercurio</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>N</td>
<td>M</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>A</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>CA</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>5</td>
<td>6</td>
<td>45%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ava Wells (Student)</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>A</td>
<td>A</td>
<td>N</td>
<td>A</td>
<td>N</td>
<td>CA</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>0</td>
<td>10</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keia Ahmet (Student)</td>
<td>NA</td>
<td>NM</td>
<td>NA</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>A</td>
<td>A</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>CA</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>3</td>
<td>6</td>
<td>33%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALTERNATES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>0</td>
<td>18%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dulce Fuller</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>CA</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>CA</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>2</td>
<td>9</td>
<td>18%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alex Jerome</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>CA</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>CA</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>4</td>
<td>7</td>
<td>36%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Present or Available:** 7 0 0 7 6 0 4 0 0 0 0 0 6 3 8 0 6 0 7 0 4 0 0 0

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

---

Department Head Signature
# CITY BOARD/COMMITTEE ATTENDANCE RECORD

**Name of Board:** Design Review Board  
**Year:** 2018

### Members Required for Quorum:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>REGULAR MEMBERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keith W. Deyer</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>2</td>
<td>3</td>
<td>40%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natalia Dukas</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>0</td>
<td>5</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Henke III</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>4</td>
<td>1</td>
<td>80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thomas Trapnell</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>1</td>
<td>2</td>
<td>33%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lauren Tilles</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>2</td>
<td>2</td>
<td>50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michael Willoughby</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>4</td>
<td>1</td>
<td>80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joe Mercurio</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>5</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ava Wells (Student)</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NA</td>
<td>NA</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>NA</td>
<td>A</td>
<td>1</td>
<td>3</td>
<td>25%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grace Donati (Student)</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NA</td>
<td>NA</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>1</td>
<td>3</td>
<td>25%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALTERNATES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dulce Fuller</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NA</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>4</td>
<td>1</td>
<td>80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adam Charles</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NA</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>4</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Present or Available:** 0 0 0 5 0 0 0 0 0 0 0 0 7 0 0 0 0 5 0 4 0 0 0 7 0 0 0 #DIV/0! 0 0 #DIV/0!

**KEY:**

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

---

**Department Head Signature**
APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: DRB and HDC
Specific Category/Vacancy on Board: Regular member (see back of this form for information)

Name: Keith W Deyer

Residential Address: 1283 Buckingham Ave.
Residential City, Zip: Birmingham 48009
Business Address: __________________________
Business City, Zip: __________________________

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

I have been past chair of the HDDRC and HDC. (and am currently vice-chair of DRB & HDC). I live in a Wallace Frost home.

I am committed to the cities growth and preservation of its historical assets.

List your related employment experience: Executive Director DMA (Design and Manufacturing Alliance), Chief Engineer at Delphi Automotive

List your related community activities: Past chair of Building and Grounds Committee at the Community House, Past President & Treasurer at Birchwood Farms Golf and Country Club

List your related educational experience: BSME from Kettering University (GMI) and MBA from MSU

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

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

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

Signature of Applicant: __________________________ Date: 9/2/2020

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

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to
NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

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

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

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

Interested parties may submit an application available at the City Clerk’s Office on or before noon on Wednesday, June 3, 2020. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Criteria/ Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael S. Xenos</td>
<td>Current committee member; National Trust for Historic Preservation member</td>
</tr>
</tbody>
</table>

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

SUGGESTED ACTION:

To appoint ____________, as a regular member and representative of a duly organized local historic preservation organization to the Historic District Study Committee to serve a three-year term to expire June 25, 2023.
HISTORIC DISTRICT STUDY COMMITTEE

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

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

Terms: three years

Meetings are held by resolution of the City Commission.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Business E-Mail</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beshouri</td>
<td>Paul</td>
<td>1740 Grant</td>
<td>(248) 895-4576</td>
<td>12/12/2016</td>
<td>6/25/2022</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:beshouri24@gmail.com">beshouri24@gmail.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cantor</td>
<td>Joy</td>
<td>636 Lakeview Ave</td>
<td>(248) 752-7773</td>
<td>8/24/2020</td>
<td>6/25/2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:Joycantor@me.com">Joycantor@me.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>German</td>
<td>Jacob</td>
<td>475 S. Adams #18</td>
<td>(734) 934-9051</td>
<td>1/14/2019</td>
<td>6/25/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:jake@dunaskiss.biz">jake@dunaskiss.biz</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>McGough</td>
<td>Colleen</td>
<td>543 Watkins</td>
<td>(248) 808-4410</td>
<td>1/14/2019</td>
<td>6/25/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:mcgough88@comcast.net">mcgough88@comcast.net</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Name</td>
<td>First Name</td>
<td>Home Address</td>
<td>Home Business</td>
<td>E-Mail</td>
<td>Appointed</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>------------------</td>
<td>---------------</td>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Roush</td>
<td>Jennifer</td>
<td>2010 Buckingham</td>
<td>(248) 736-2801</td>
<td>jennygwtw</td>
<td>8/10/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xenos</td>
<td>Michael</td>
<td>608 W. Lincoln</td>
<td>(248) 496-8983</td>
<td><a href="mailto:mxenos@comcast.net">mxenos@comcast.net</a></td>
<td>2/22/2016</td>
</tr>
</tbody>
</table>
# CITY BOARD/COMMITTEE ATTENDANCE RECORD

**Name of Board:** Historic District Study Committee  
**Year:** 2020  
**Members Required for Quorum:** 4  

<table>
<thead>
<tr>
<th>MEMBER NAME</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>SPEC MTG</th>
<th>SPEC MTG</th>
<th>Total Mtgs. Att.</th>
<th>Total Absent</th>
<th>Percent Attended Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGULAR MEMBERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Beshori</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>1</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jonathan DeWindt</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>0</td>
<td>1</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jacob German</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>1</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Colleen McGough</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>1</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michael Xenos</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>1</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>#DIV/0!</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>#DIV/0!</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>#DIV/0!</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>#DIV/0!</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>ALTERNATES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>#DIV/0!</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>#DIV/0!</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>#DIV/0!</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>#DIV/0!</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Present or Available</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
<td></td>
<td></td>
<td>#DIV/0!</td>
</tr>
</tbody>
</table>

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

**Department Head Signature**
**CITY BOARD/COMMITTEE ATTENDANCE RECORD**

**Name of Board:** Historic District Study Committee  
**Year:** 2019

**Members Required for Quorum:**

<table>
<thead>
<tr>
<th>MEMBER NAME</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>SPEC MTG</th>
<th>SPEC MTG</th>
<th>Total Mtgs.</th>
<th>Total Absent</th>
<th>Percent Attended Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGULAR MEMBERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Beshori</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>CP</td>
<td>1</td>
<td>0</td>
<td></td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jonathan DeWindt</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NA</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jacob German</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>CA</td>
<td>1</td>
<td>1</td>
<td>50%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Colleen McGough</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>CP</td>
<td>1</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michael Xenos</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>CP</td>
<td>1</td>
<td>0</td>
<td>#DIV/0!</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **ALTERNATES**        |     |     |     |     |     |      |      |     |      |     |     |     |         |         |             |              |                          |
| Member 1              |     |     |     |     |     |      |      |     |      |     |     |     | #DIV/0! |         |             |              |                          |

**Present or Available:**

| Present or Available | 0   | 0   | 0   | 0   | 4   | 0    | 0    | 0   | 0    | 0   | 3   | 0   | 0     | 0     |             |              |                          |

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

**Department Head Signature**
## CITY BOARD/COMMITTEE ATTENDANCE RECORD

**Name of Board:** HDC  
**Year:** 2018

### Members Required for Quorum:

<table>
<thead>
<tr>
<th>MEMBER NAME</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGULAR MEMBERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Beshori</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
</tr>
<tr>
<td>Gigi Debbrecht</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
</tr>
<tr>
<td>Patricia Lang</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
</tr>
<tr>
<td>Michael Xenos</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
</tr>
<tr>
<td>Johnathan DeWindt</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>NM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ALTERNATES</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Member 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### Present or Available:
0 0 0 0 0 0 4 0 0 4 0 0 0 0 0

---

**Department Head Signature**
APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: **Historic District Study Committee**
Specific Category/Vacancy on Board: Regular member (see back of this form for information)

Name: Michael S. Xenos
Phone: 248-496-8983
Residential Address: 608 W. Lincoln
Email: MXenos@comcast.net
Residential City, Zip: Birmingham, MI 48009
Length of Residence: 20 yrs
Business Address: 
Business City, Zip: 
Occupation: Construction Admin.

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

Love the History of Birmingham

List your related employment experience: Construction Admin@ H.E.D.

List your related community activities: Life time member of the National Trust for Historic Preservation

List your related educational experience: U of Detroit

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

No

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

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

Signature of Applicant: 
Date: 8/21/2020

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

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.*
NOTICE OF INTENTION TO APPOINT TO THE PARKS AND RECREATION BOARD

At the regular meeting of Monday, September 14, 2020, the Birmingham City Commission intends to appoint a regular member to serve the remainder of a three-year term to expire March 13, 2021.

Interested citizens may submit an application available at the City Clerk’s office or online at www.bhamgov.org/boardoportunites. Applications must be submitted to the City Clerk’s office on or before noon on Wednesday, September 9, 2020. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

**Responsibilities**

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

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

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

**Applicant(s) Presented for City Commission Consideration:**

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Criteria/Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Collins</td>
<td>Registered voter</td>
</tr>
</tbody>
</table>

**SUGGESTED ACTION:**

To appoint _____ to the Parks and Recreation Board as a regular member to serve the remainder of a three-year term to expire March 13, 2021.
## PARKS AND RECREATION BOARD

**Article II, Section 78**

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

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

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Home Business</th>
<th>E-Mail</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carmona</td>
<td>Heather</td>
<td>887 Lakeview Ave.</td>
<td>(248) 867-1346</td>
<td>3/12/2018</td>
<td>3/13/2021</td>
<td><a href="mailto:htcarmona@sbcglobal.net">htcarmona@sbcglobal.net</a></td>
</tr>
<tr>
<td>Collins</td>
<td>Susan</td>
<td>958 Pleasant</td>
<td>(248) 761-6873</td>
<td>3/9/2020</td>
<td>3/13/2022</td>
<td><a href="mailto:sbdcollins@comcast.net">sbdcollins@comcast.net</a></td>
</tr>
<tr>
<td>Graham</td>
<td>Pam</td>
<td>884 Knox</td>
<td>(248) 408-6277</td>
<td>1/13/2020</td>
<td>3/13/2023</td>
<td><a href="mailto:pamcracker@gmail.com">pamcracker@gmail.com</a></td>
</tr>
<tr>
<td>Kaplan</td>
<td>Ross</td>
<td>635 Oak</td>
<td>(248) 645-6526</td>
<td>10/22/2007</td>
<td>3/13/2023</td>
<td><a href="mailto:rkaplan@neumannsmith.com">rkaplan@neumannsmith.com</a></td>
</tr>
</tbody>
</table>

Thursday, August 6, 2020
<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Business E-Mail</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>LaBelle</td>
<td>Jeffrey</td>
<td>1394 Westwood Dr.</td>
<td>(312) 835-9287</td>
<td>3/9/2020</td>
<td>3/13/2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Alternate</td>
<td></td>
</tr>
<tr>
<td>Noble</td>
<td>Eleanor</td>
<td>1160 Lake Park Dr.</td>
<td>(248) 417-7777</td>
<td>7/10/2017</td>
<td>3/13/2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Registered Voter in Birmingham</td>
<td></td>
</tr>
<tr>
<td>Pulis</td>
<td>Dominick</td>
<td>824 Wimbleton Dr.</td>
<td>(586) 381-5831</td>
<td>3/25/2019</td>
<td>3/13/2022</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Registered Voter in Birmingham</td>
<td></td>
</tr>
<tr>
<td>Rusche</td>
<td>John</td>
<td>358 Henley St.</td>
<td>(248) 731-7068</td>
<td>9/6/2018</td>
<td>3/13/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Registered Voter in Birmingham (was Alt)</td>
<td></td>
</tr>
</tbody>
</table>

**VACANT**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Business E-Mail</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Business E-Mail</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watkinson</td>
<td>James Hayden</td>
<td>1142 Maryland Blvd.</td>
<td>(248)770-6184</td>
<td>2/10/2020</td>
<td>12/31/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Student</td>
<td></td>
</tr>
</tbody>
</table>

**jhw2@bps-schools.com**
<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Home Business Phone</th>
<th>Appointed</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windsor</td>
<td>Mallory</td>
<td>1391 Stanley Blvd.</td>
<td>(248)433-6633</td>
<td>Student</td>
<td>12/31/2020</td>
</tr>
</tbody>
</table>

malmalwindsor@gmail.com
### CITY BOARD/COMMITTEE ATTENDANCE RECORD

**Name of Board:** Parks and Recreation Board  
**Members Required for Quorum:** 4  
**Year:** 2020

<table>
<thead>
<tr>
<th>MEMBER NAME</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>SPEC MTG</th>
<th>SPEC MTG</th>
<th>Total Mtgs. Att.</th>
<th>Total Absent</th>
<th>Percent Attended Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGULAR MEMBERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heather Carmona</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>7</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dominick Puls</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>7</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pam Graham</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>7</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ross Kaplan</td>
<td>A</td>
<td>P</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>5</td>
<td>2</td>
<td>71%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Meehan</td>
<td>P</td>
<td>A</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eleanor Noble</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>6</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Rusche</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>7</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>William Wiebrecht</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>NM</td>
<td>NM</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>STUDENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>James Hayden Watkinson (student)</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mallory Windsor (student)</td>
<td>P</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ALTERNATES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Susan Collins</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jeffrey LaBelle</td>
<td>NM</td>
<td>NM</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Present or Available</strong></td>
<td>6</td>
<td>7</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>9</td>
<td>9</td>
<td>8</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Department Head Signature
APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: Parks and Recreation Board
Specific Category/Vacancy on Board: Open Board seat

Name: Susan Collins
Residential Address: 958 Pleasant St
Residential City, Zip: Birmingham, 48009
Business Address:
Business City, Zip:

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

List your related employment experience: 15 years at LexisNexis, div. of Reed Elsevier as a manager responsible for 15 employees over four states, $15 million in sales, always within budget.

List your related community activities: FSCB Board member - 3 years, Treasurer Cranbrook Swim Club - 2 yrs
Active Volunteer at Birmingham schools and in the community. Recently provided lunches for employees at nursing home.


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

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

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

Signature of Applicant: [Signature]
Date: 8/22/20
Application for Parks and Recreation Board

Reason for interest: My work and educational background prepare me well for this role. However, it is my love for the parks and working with children that make me uniquely qualified for this role. I have spent countless hours in the ice arena and parks over the past ten years. I understand how important they are to this community and want to be involved in this process. I have the experience, passion, time and energy to make a difference.
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Alexandria Bingham, City Clerk Designee, called the roll:

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

ABSENT: None

Administration: City Manager Valentine, Planning Director Ecker, Assistant Planning Engineer Cowan, Commander Grewe, IT Manager Brunk, City Clerk Designee Bingham

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

ANNOUNCEMENTS:

- All city offices remain closed to the public. All departments are accessible via phone and email. Payments may be dropped off using the convenient drop box, located behind City Hall and accessible via the Police Department parking lot off Henrietta Street.
- 2020 Summer property taxes are due Monday, August 31, 2020 and must be received in the Treasurer’s Office by that date to avoid a penalty. Due to COVID, mail delivery service is very slow and unpredictable, therefore, the Treasurer’s Office recommends that you either drop off your payment in the drop box located behind City Hall or pay on-line using the Pay My Property Taxes quick link located on the City’s website homepage. If you pay on-line, you can use a credit card and pay a 3% convenience fee or use the free e-check option. You can also use this link to check on the status of your payment with the City.
- The Baldwin Library is open to the public. Building capacity is limited, and people are asked to limit their stay to 45 minutes. Public computer use is restricted to 30 minutes. Masks and social distancing are required. The Library is open on its regular schedule, seven days a week, and is also offering Curbside Pickup service to patrons during limited hours, which are listed on the Library’s website.
- We encourage everyone to sign up for our email distribution system to receive the latest information from the City. You can do this by going to our website and clicking on the box in the lower right corner of your screen to sign up.
• The Clerk’s office would like to remind voters to turn in an absentee ballot applications if they wish to vote by mail for the November 3, 2020 General Election. To review your specific voting information visit mi.gov/vote. Persons 16 or older that are interested in learning more about elections and assisting the community could work on Election Day! Visit the elections inspectors tab on the clerk’s website for more details bhamgov.org/voting.

APPOINTMENTS:

08-151-20 APPOINTMENT OF JOY CANTOR TO THE HISTORIC DISTRICT STUDY COMMITTEE
The Commission interviewed Joy Cantor for the appointment.

MOTION: Nomination by Commissioner Host:
To appoint Joy Cantor, as a regular member to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2023.

Commissioner Sherman asked if the position expiring in 2023 was advertised.

City Manager Valentine clarified that it was advertised.

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

08-152-20 APPOINTMENT OF LISA KRUEGER TO THE ADVISORY PARKING COMMITTEE
The Commission interviewed Lisa Krueger.

Commissioner Hoff noted that both candidates work downtown and live in Birmingham. She also pointed out that this committee is very important and is in need of diverse representation. Moving forward she would encourage others from a different neighborhood to seek a seat on this committee.

Commissioner Baller asked if either of the candidates recalled the Downtown Parking Plan of 2018. If so, what stood out as a significant suggested improvement to the parking system?

Ms. Krueger replied yes, and acknowledging that times have changed since then and so has her perspective. She recalled community growth as a critical aspect as well as the condition of the existing parking structures.

MOTION: Nomination by Commissioner Hoff:
To appoint Lisa Krueger to the Advisory Parking Committee as a regular member who is a downtown employee within the parking assessment district to serve a three-year term to expire September 4, 2023.
ROLL CALL VOTE: Ayes, Commissioner Hoff  
Commissioner Host  
Commissioner Nickita  
Commissioner Sherman  
Mayor Pro-Tem Longe  
Commissioner Baller  
Mayor Boutros  

Nays, None

08-153-20 APPOINTMENT OF JENNIFER YERT TO THE ADVISORY PARKING COMMITTEE

The Commission interviewed Jennifer Yert.

MOTION: Nomination by Commissioner Sherman:
To appoint Jennifer Yert to the Advisory Parking Committee as an alternate member who is a downtown employee within the parking assessment district to serve a three-year term to expire September 4, 2023.

Ms. Yert responded to Commissioner Baller as follows:
• Yes, to recalling the study.
• Exploring Opportunities for expanded parking based on best practices by other cities with the same challenges.

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

Nays, None

08-154-20 APPOINTMENT OF PAM DEWEES To THE GREENWOOD CEMETERY ADVISORY BOARD

The Commission interviewed Pam DeWeese.

MOTION: Nomination by Commissioner Hoff:
To appoint Pam DeWeese to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2023.

Commissioner Nickita pointed out that by supporting Ms. DeWeese in this role, the Commission is recognizing the value of institutional knowledge.

Roll Call Vote: Ayes, Commissioner Hoff  
Commissioner Host  
Commissioner Nickita  
Commissioner Sherman  
Mayor Pro-Tem Longe  
Commissioner Baller  
Mayor Boutros
Mayor Boutros congratulated the appointees and instructed them to contact the City Clerk Designee to arrange the final step of administration of the oath.

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

- David Bloom commented on the following:
  - Personal attacks during Commission meetings
  - Importance of detailed meeting minutes as discussed in the Special Commission Workshop due to the lack of media coverage by The Downtown and Eccentric.
  - Public space accessibility in inclement weather due to COVID-19.

V. CONSENT AGENDA

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

08-155-20 CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Hoff:  
Item G - Ballot and Drop Boxes  
Item H - Voting Precinct Change

A. Resolution approving the City Commission meeting of August 10, 2020.

B. Resolution approving the City Commission work session of August 17, 2020.

C. Resolution approving the warrant list, including Automated Clearing House payments, dated August 12, 2020 in the amount of $7,213,982.68.

D. Resolution approving the warrant list, including Automated Clearing House payments, dated August 19, 2020 in the amount of $2,851,112.27.

E. Resolution approving the purchase of 4 Canon Image Runner Advance C5550i copiers from Canon Solutions America, Inc. at the cost of $7,800.00 each using extendable National IPA Contract Number: 18-020-LG, the total cost of purchase not to exceed $31,200.00. Funds are available in the IT Machinery and Equipment fund account #636-228.000-971.0100.

F. Resolution approving an extension of the 2020 Sidewalk Trip Elimination Program, Contact #6-18 (SW) for the 2020 sidewalk program repair area, at 2018 contract prices, to Precision Concrete, Inc., in the amount of $109,992.00, contingent upon submittal of the necessary bonds and insurance certificate. All costs shall be charged to account number 101-444.001-981.0100.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff: To approve the consent agenda excluding Items G and H.
ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Hoff
Commissioner Nickita
Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Host
Mayor Boutros

Nays, None

08-156-20 (ITEM G) EMERGENCY PURCHASE OF THREE (3) DROP BOXES

 Commissioner Hoff removed this item from the Consent Agenda to comment on the need for new drop boxes, as witnessed during the last primary while she worked as an election inspector, and asked if photographs were available of the purchases to consider.

City Manager Valentine confirmed that photos are available and gave a description of the boxes.

Commissioner Baller asked:
• Must the drop box for ballots be exclusive to ballots?
• Is there a plan to put additional ballot drop boxes around the city for convenience?

City Clerk Designee responded that it is more efficient for the Clerk and Treasurer to keep things separate. She went on to say that additional drop boxes around the City are not planned for security purposes.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To confirm the City Manager’s authorization for the emergency expenditure related to the purchase of three (3) drop boxes in the amount not to exceed $13,319.25 to Kingsley Library Returns and Equipment from accounts 101-253.000-971.0100, 101-262.000-971.0100, and 101-371.000-971.0100.

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

Nays, None

08-157-20 (ITEM H) VOTER PRECINCT CHANGE

 Commissioner Hoff removed this item from the Consent Agenda to express her sentiment for this change and asked if designated parking would be provided for voters. She further commented on the process of mailing notification of the change to voters of that precinct.

City Clerk Designee Bingham affirmed that parking would be provided and proper notice would be given.
MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro-Tem Longe: Resolution approving the suggested precinct change as required by the Election Commission and as recommended by the City Clerk Designee. Precinct 6 located at City Hall will be moved to the Community House for the November 3, 2020 General Election.

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

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

08-158-20 TERMINATING VI STAS AS A GUIDELINE FOR PUBLIC ART
Planning Engineer Cowan presented this item.

Commissioner Baller commented on the impressiveness of this project.

Commissioner Hoff recognized the work of the Public Arts Board for taking an active role in encouraging public art. She further asked:
- If the City owned the Chris Yaki Sculpture
- When the Michigan Spring Sculpture would be installed at the library.
- Where would the Crayon Box Sculpture be located?

Assistant Planning Engineer Cowan replied:
- The City purchased the Chris Yaki sculpture for approximately $4,500.00
- Michigan Spring will be installed in the coming weeks.
- The Crayon Box is located on Hamilton Row (Hamilton and N. Old Woodward Ave.)

Commissioner Hoff also commented on the following suggestions by the Public Arts Board:
- Oversight on the plantings by adjacent businesses to insure uniformity.
- Professional Sculpture Installation Specialist.
- Developer requirements to contribute public art to the landscape of Downtown.

Commissioner Nickita expressed the importance of terminating vistas relative to urban design, and appreciation for the work of the Public Arts Board. In the spirit of good planning, he posed the following questions:
- How would the City implement guidelines for installation of public art?
- Were themes considered for the type of artwork and sculptures to display?
- Have the overall esthetic been considered in this initiative.

Assistant Planning Engineer Cowan responded as follows:
- Relative to murals, he suggested an ordinance change.
- Theme discussions would comply with the amended ordinance.
• The board is open to suggestions for the painting of terminated vistas.

Commissioner Sherman clarified that this type of report is accepted as opposed to adopting to allow for future discussion.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To accept the Public Arts Board report on Terminating Vistas as a guideline for public art in such locations.

Commissioner Hoff pointed out that there had not been a theme in the past, therefore, asking how Commissioner Nickita’s comments are relevant to past practices.

Commissioner Nickita concurred with Commissioner Hoff on past practices. He also pointed out that in the past the artwork has been sculpted pieces that are different from graphic art or specific paintings appointed to blank space. He wants to see criteria established for expanding art moving forward.

Assistant Planning Engineer Cowan expressed that the board would like to keep the option of reviewing designs on a case-by-case basis.

Commissioner Baller is interested in discussing implementation, primarily because of the time invested by staff and the Public Arts Board in developing the report. He believes it deserves more than an acceptance by the Commission to keep it alive. While he is impressed with the report, he questions the process.

Mayor Pro-Tem Longe asked if the report had been shared with other boards for comment, and what would the ordinance amendment look like.

Planning Director Ecker commented that the report has not been shared with other boards but is in favor of doing so based on the outcome of this meeting. She added that the Design Review Board has been approached by a local business to add a mural to blank space as a point of interest, staff is preparing to bring that to the Commission after the appropriate boards, and committees review it.

City Manager Valentine made the following clarifications:
- A staff report will come back to the Commission outlining the process.
- Implementation would require review of certain elements,
  - Cost
  - Action and placement
  - Priority

Annie VanGelderer, Public Arts Board, commented that in preparing the report, the board wanted to present an overview with a plan moving forward. She went on to say that they are committed to the level of sophistication in Birmingham and only want to enhance the existing architecture with the proper esthetic.

Commissioner Nickita expressed that he supports this motion.

Commissioner Host also expressed that he supports the motion.

**ROLL CALL VOTE:** Ayes, Commissioner Sherman
Commissioner Hoff complimented the design and conciseness of the signs, but expressed concern about the amount and height of signage in the downtown area.

Planning Director Ecker explained that the boards involved are cognizance of over signage but need to direct the public on what to do when travelling on certain devices.

Commissioner Grewe expressed that there is flexibility on height and the team is looking to mount the signs on existing poles.

Commissioner Nickita expressed gratitude in moving forward with the ordinance to preserve public safety. He noted similar signs in downtown Royal Oak fabricated on the sidewalks at entrance zones. He asked have this type of signage been explored.

Commander Grewe replied that pavement markings were explored but there was concern about cluttering the sidewalks and decided that eye level signage would be more appropriate.

Mayor Boutros echoed Commissioner Hoff’s sentiment about signage and asked if the purpose is to support enforcement. He also mentioned that walking the device on the sidewalk is a matter of public safety.

Commander Grewe expressed that the goal of the department is to gain compliance as opposed to enforcing the ordinance with citations.

Commissioner Baller agrees with the ordinance but is concerned about criminalizing family activities.

Commander Grewe reiterated that there are avenues established to getting the word out about the ordinance and using the proposed signage directs action and is a reminder to comply.

City Manager Valentine clarified that this ordinance was implemented because issues come up and the Police must have a remedy to curtail actions that are in conflict with public safety.

Commissioner Hoff affirmed that the ordinance is applicable to everyone on bikes, electronic devices, and pedestrians throughout downtown and supports the motions.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve the installation of Dismount Zone signs at the border of the Central Business District and at the City bike station in Shain Park.
ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Nickita
Commissioner Hoff
Commissioner Host
Mayor Pro-Tem Longe
Commissioner Baller
Mayor Boutros

Nays, None

08-160-20  TEMPORARY COVID-19 OFF-SEASON OUTDOOR DINING STANDARDS

City Manager Valentine presented an overview of the existing conditions and Planning Director Ecker presented the details of this item.

Mayor Boutros iterated that this is essentially an extension of what had been approved early in the outdoor dining season to help the establishments in the face of COVID-19.

Commissioner Baller noted that there have been changes since the initial approval, and expressed concern about an unfair advantage granted to Bistros.

Planning Director Ecker confirmed that the extension allows enclosures to support inclement weather, and the establishments are monitored for compliance. She further clarified that the benefit is extended to all establishments not just Bistros and there are no outdoor bars.

Commissioner Hoff asked the following:
- Restrictions on the material used for enclosures.
- Clarification of an Igloo.
- How would enclosures differ from dining inside in terms of exposure risk to the virus?
- How would the City be impacted if COVID-19 restrictions are lifted sooner than anticipated?
- Would there be a benefit to extending the measure until the end of the year and revisit the issue at that time if needed.

Planning Director Ecker replied:
- All enclosures must meet existing building and fire codes.
- Igloos are freestanding structures typically shaped in a dome. The existing building code does not provide for this type of structure.
- Enclosed expansions provide opportunities for establishments to practice appropriate social distancing and retain capacity.
- The City Commission can rescind resolutions for temporary assistance.

City Manager Valentine added that a time limit would be a barrier for the establishments.

Mayor Pro-Tem Longe asked would the approval process be consistent between enclosures and structures.

Planning Director Ecker affirmed that it would and the existing building and fire codes would prevail.
Commissioner Host asked for clarification of how these measures are being monitored.

Planning Director Ecker explained that it is a collaboration between the building department, code enforcement, and the police department to monitor compliance.

Commissioner Sherman noted that the intent is to provide the downtown businesses opportunities to succeed in the current environment. Enclosures are optional for individual business owners.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Nickita: To adopt the Temporary COVID-19 Off-Season Outdoor Dining Standards, to take effect October 1, 2020 as amended.

**Public Comment:**
Mr. Hencke commented on:
- Economic survival of all of the restaurants.
- Capital outlay for the establishments.
- Oversight provided by the Michigan Liquor Control Commission and the State Health Department.

Commission Nickita expressed that due to the moving parts involved that many would not participate in the measure, but the City must present an opportunity for success.

Mayor Pro-Tem Longe asked the Commission to address Mr. Hencke's concern about adjacent establishments.

City Manager Valentine affirmed that discussions are ongoing with respect to the Michigan Liquor Control Commission to comply with their regulations, and suggested an amendment to the resolution to include MLCC compliance.

City Attorney Currier confirmed that the City is controlled by the MLCC rules.

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

Nays, None

**08-161-20 PARKING IN THE FIVE MUNICIPAL GARAGES**
Assistant City Manager Gunter presented this item.

Commissioner Hoff asked for clarification on total lost revenue due to the pandemic, and the change of fee for permit holders.

Assistant City Manager Gunter clarified the amount of lost revenue and the fee for permit holders to retain parking passes.
Commissioner Baller commented that persons using parking should pay in the decks outside of the traditional free parking for two hours or less. He further suggested that the parking system needs work.

Commissioner Sherman pointed out that he does not see an issue under the current circumstances because parking impacts the businesses, transient parkers, and residents that use the deck. He went on to say that this measure would allow the City to assist the local economy.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Host:
Resolution authorizing continued free parking continue in the five municipal garages from September 1, 2020 through December 31, 2020,

AND

Require monthly parking permit holders to pay a one-time fee of $100 by November 30, 2020 in order to retain their status as a monthly parker into the New Year.

Commissioner Host is open to the opportunity to reduce the long waiting list for permit parking. He also feels that the City is in the same position it was in in May and the initiative should be continued.

Commissioner Baller noted that the associated cost would affect the City budget. He further expressed that he is not in support of the suggested resolution.

Mayor Pro-Tem Longe concurs that this would support the local economy. She also noted that the net cost is much less than the total loss without this initiative.

**ROLL CALL VOTE:**

Ayes, Commissioner Sherman  
Commissioner Host  
Commissioner Nickita  
Mayor Pro-Tem Longe  
Commissioner Hoff  
Mayor Boutros  

Nays, Commissioner Baller

**08-162-20** **COMMISSION ITEMS FOR FUTURE DISCUSSION**
City Manager Valentine presented this item.

Commissioner Sherman commented that the Coco Siewert in the Parliamentarian Procedures workshop made the recommendation to bring up new items for discussion in a future meeting at the end of new business.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To add an item under the last item of New Business entitled “Commission Items for Future Discussion” for the Commission to raise topics for future discussion on the next reasonable agenda, if passed by a motion of the Commission.

Commissioner Baller expressed that he supports the suggested resolution.

**Public Comment**
David Bloom, resident, agreed with the suggested resolution, he is okay with postponing discussion but the decision should not be left to the City Manager exclusively.
Mayor Boutros noted that the intention is to have an efficient meeting with the appropriate preparation by the staff. He suggested that Commissioners submit a list of topics to be prioritized by the Commission for discussion later.

Commissioner Sherman expressed that the idea of the annual long-range planning meeting is to do the very thing that Mayor Boutros is suggesting. If the guidelines are followed, long-range planning would be more effective.

Commission Host suggested long-range planning as the next workshop.

Mayor Pro-Tem Longe would like to see both scenarios, an agenda based on long range planning and the flexibility to bring up additional topics throughout the year.

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

Nays, None

08-163-20 LEGAL SERVICES

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:
To move Item X.E. (City Staff Report – Legal Services Memo) to an agenda item at the next City Commission meeting.

Commissioner Baller explained that the report deserves further discussion.

City Manager Valentine asked for clarification on the expectations in bringing this report back to the Commission, would it be a discussion or an action item.

Commissioner Host clarified that the direction is for staff to follow the process to bring it back for discussion.

Commissioner Sherman expressed that the proper procedure is to ask for a postponement of the report.

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

Nays, None
VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

A. Commissioner Reports
   1. Notice of Intention to appoint to the Design Review Board, Historic District Committee, Parks and Recreation Board and Museum Board.

B. Commissioner Comments
   1. Commissioner Hoff recognized City Manager Valentine for reaching out to MDOT requesting enhanced pedestrian crossing to address public safety in the wake of the recent fatal accident in Birmingham.
   2. Commissioner Host concurred with recognition of City Manager Valentine for being proactive in addressing MDOT.

C. Advisory Boards, Committees, Commissions’ Reports and Agendas

D. Legislation

E. City Staff
   1. Legal Services Memo, submitted by City Attorney Kucharek

INFORMATION ONLY

XI. ADJOURN

08-164-20 ADJOURNMENT

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Sherman: To adjourn the meeting.

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

               Nays, None

Meeting adjourned at 11:14 p.m.
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>274965</td>
<td>005430</td>
<td>21ST CENTURY MEDIA- MICHIGAN</td>
<td>684.25</td>
<td></td>
</tr>
<tr>
<td>274966</td>
<td>004877</td>
<td>AASLH</td>
<td>118.00</td>
<td></td>
</tr>
<tr>
<td>274967</td>
<td>007745</td>
<td>ALL COVERED</td>
<td>2,815.00</td>
<td></td>
</tr>
<tr>
<td>274969</td>
<td>001206</td>
<td>AMERICAN MIDWEST PAINTING INC</td>
<td>1,480.00</td>
<td></td>
</tr>
<tr>
<td>274970</td>
<td>000500</td>
<td>ARTECH PRINTING INC</td>
<td>672.00</td>
<td></td>
</tr>
<tr>
<td>274971</td>
<td>MISC</td>
<td>ARTISTIC DESIGN CONSTRUCTION</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td>274972</td>
<td>* 002342</td>
<td>ASTREIN'S</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>274973</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td>324.08</td>
<td></td>
</tr>
<tr>
<td>274974</td>
<td>* 006759</td>
<td>AT&amp;T MOBILITY</td>
<td>315.50</td>
<td></td>
</tr>
<tr>
<td>274975</td>
<td>* 003703</td>
<td>AT&amp;T MOBILITY</td>
<td>142.74</td>
<td></td>
</tr>
<tr>
<td>274976</td>
<td>007425</td>
<td>ATA NATIONAL TITLE GROUP, LLC</td>
<td>275.00</td>
<td></td>
</tr>
<tr>
<td>274978</td>
<td>003012</td>
<td>BATTERIES PLUS</td>
<td>90.60</td>
<td></td>
</tr>
<tr>
<td>274979</td>
<td>002231</td>
<td>BILLINGS LAWN EQUIPMENT INC.</td>
<td>9.78</td>
<td></td>
</tr>
<tr>
<td>274980</td>
<td>* 001086</td>
<td>JACK TODD - PETTY CASH</td>
<td>916.90</td>
<td></td>
</tr>
<tr>
<td>274981</td>
<td>009215</td>
<td>BOONES EXPRESS LLC</td>
<td>1,695.00</td>
<td></td>
</tr>
<tr>
<td>274982</td>
<td>003526</td>
<td>BOUND TREE MEDICAL, LLC</td>
<td>1,398.96</td>
<td></td>
</tr>
<tr>
<td>274983</td>
<td>* MISC</td>
<td>BRYDEN DEVELOPMENT CORPORATION</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>274984</td>
<td>* 006177</td>
<td>BULLSEYE TELECOM INC</td>
<td>126.92</td>
<td></td>
</tr>
<tr>
<td>274985</td>
<td>MISC</td>
<td>C &amp; G CEMENT CONTRACTORS INC</td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>274986</td>
<td>003907</td>
<td>CADILLAC ASPHALT, LLC</td>
<td>877.76</td>
<td></td>
</tr>
<tr>
<td>274987</td>
<td>009078</td>
<td>CANON SOLUTIONS AMERICA INC</td>
<td>163.20</td>
<td></td>
</tr>
<tr>
<td>274989</td>
<td>000571</td>
<td>CAR TRUCKING INC</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td>274991</td>
<td>000444</td>
<td>CDW GOVERNMENT INC</td>
<td>9,248.80</td>
<td></td>
</tr>
<tr>
<td>274991</td>
<td>* 000444</td>
<td>CDW GOVERNMENT INC</td>
<td>5,877.55</td>
<td></td>
</tr>
<tr>
<td>274992</td>
<td>009188</td>
<td>CENTURY FLOORSPACE</td>
<td>270.00</td>
<td></td>
</tr>
<tr>
<td>274994</td>
<td>* MISC</td>
<td>CHRISTOPHER DEWOLFE</td>
<td>10,000.00</td>
<td></td>
</tr>
<tr>
<td>274995</td>
<td>007710</td>
<td>CINTAS CORP</td>
<td>154.66</td>
<td></td>
</tr>
<tr>
<td>274996</td>
<td>000605</td>
<td>CINTAS CORPORATION</td>
<td>207.92</td>
<td></td>
</tr>
<tr>
<td>274998</td>
<td>009187</td>
<td>CLEARVIEW CAPTIONING LLC</td>
<td>1,015.00</td>
<td></td>
</tr>
<tr>
<td>274999</td>
<td>* 000627</td>
<td>CONSUMERS ENERGY</td>
<td>701.15</td>
<td></td>
</tr>
<tr>
<td>275000</td>
<td>001367</td>
<td>CONTRACTORS CONNECTION INC</td>
<td>930.12</td>
<td></td>
</tr>
<tr>
<td>275001</td>
<td>MISC</td>
<td>CREATIVE BRICK PAVING &amp; LANDSCAPING</td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>275002</td>
<td>* 009195</td>
<td>CROWN CASTLE FIBER LLC</td>
<td>658.87</td>
<td></td>
</tr>
<tr>
<td>275003</td>
<td>000233</td>
<td>DEAN SELLERS</td>
<td>210.98</td>
<td></td>
</tr>
<tr>
<td>275005</td>
<td>000190</td>
<td>DOWNRIVER REFRIGERATION</td>
<td>439.01</td>
<td></td>
</tr>
<tr>
<td>275007</td>
<td>* 000180</td>
<td>DTE ENERGY</td>
<td>4,739.46</td>
<td></td>
</tr>
<tr>
<td>275008</td>
<td>* 000179</td>
<td>DTE ENERGY</td>
<td>40.24</td>
<td></td>
</tr>
<tr>
<td>275009</td>
<td>* 007505</td>
<td>EAGLE LANDSCAPING &amp; SUPPLY</td>
<td>378.75</td>
<td></td>
</tr>
<tr>
<td>275010</td>
<td>001063</td>
<td>EASTMAN FIRE PROTECTION INC</td>
<td>1,198.48</td>
<td></td>
</tr>
<tr>
<td>275013</td>
<td>* 009100</td>
<td>ENZO WATER SERVICE</td>
<td>210.00</td>
<td></td>
</tr>
<tr>
<td>275014</td>
<td>001223</td>
<td>FAST SIGNS</td>
<td>974.88</td>
<td></td>
</tr>
<tr>
<td>275015</td>
<td>000936</td>
<td>FEDEX</td>
<td>174.74</td>
<td></td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------</td>
<td>----------</td>
<td>---------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>275016</td>
<td></td>
<td>002510</td>
<td>GAMCO INVESTORS INC</td>
<td>12,824.00</td>
</tr>
<tr>
<td>275017</td>
<td></td>
<td>006384</td>
<td>GEOGRAPHIC INFORMATION SERVICES, INC</td>
<td>15,301.96</td>
</tr>
<tr>
<td>275018</td>
<td></td>
<td></td>
<td>GITTLEMAN CONSTRUCTION INC.</td>
<td>300.00</td>
</tr>
<tr>
<td>275019</td>
<td>*</td>
<td>004604</td>
<td>GORDON FOOD</td>
<td>439.21</td>
</tr>
<tr>
<td>275020</td>
<td></td>
<td></td>
<td>GREAT LAKES CUSTOM BUILDER LLC</td>
<td>900.00</td>
</tr>
<tr>
<td>275022</td>
<td></td>
<td></td>
<td>GUARDIAN WATERPROOFING</td>
<td>100.00</td>
</tr>
<tr>
<td>275023</td>
<td></td>
<td>003132</td>
<td>HASTINGS AIR—ENERGY CONTROL INC</td>
<td>439.22</td>
</tr>
<tr>
<td>275024</td>
<td></td>
<td>007458</td>
<td>HERITAGE - CRYSTAL CLEAN, LLC</td>
<td>1,872.00</td>
</tr>
<tr>
<td>275025</td>
<td>*</td>
<td>001956</td>
<td>HOME DEPOT CREDIT SERVICES</td>
<td>1,677.23</td>
</tr>
<tr>
<td>275028</td>
<td></td>
<td>006416</td>
<td>HUNTINGTON WOODS POOLS &amp; SPAS, INC</td>
<td>73.12</td>
</tr>
<tr>
<td>275029</td>
<td>*</td>
<td>003823</td>
<td>JAY'S SEPTIC TANK SERVICE</td>
<td>830.00</td>
</tr>
<tr>
<td>275030</td>
<td>*</td>
<td></td>
<td>JOEY'S TOWING</td>
<td>1,012.50</td>
</tr>
<tr>
<td>275031</td>
<td></td>
<td></td>
<td>JOHN MCCARTER CONSTRUCTION LLC</td>
<td>100.00</td>
</tr>
<tr>
<td>275032</td>
<td></td>
<td></td>
<td>KELLY BUILDING &amp; DEVELOPMENT CO LLC</td>
<td>1,400.00</td>
</tr>
<tr>
<td>275033</td>
<td></td>
<td>004085</td>
<td>KONE INC</td>
<td>1,953.95</td>
</tr>
<tr>
<td>275034</td>
<td>*</td>
<td>000362</td>
<td>KROGER COMPANY</td>
<td>231.73</td>
</tr>
<tr>
<td>275035</td>
<td></td>
<td></td>
<td>LAMPERTIUS, SAMANTHA</td>
<td>100.00</td>
</tr>
<tr>
<td>275036</td>
<td></td>
<td></td>
<td>MGM IMPROVMENTS</td>
<td>200.00</td>
</tr>
<tr>
<td>275037</td>
<td>*</td>
<td>007659</td>
<td>MICHIGAN.COM #1008</td>
<td>32.50</td>
</tr>
<tr>
<td>275039</td>
<td></td>
<td>000230</td>
<td>MIKE SAVOIE CHEVROLET INC</td>
<td>644.43</td>
</tr>
<tr>
<td>275040</td>
<td></td>
<td>008319</td>
<td>MKSK INC</td>
<td>2,020.00</td>
</tr>
<tr>
<td>275041</td>
<td></td>
<td></td>
<td>MOORE DEVELOPMENT GROUP LLC</td>
<td>200.00</td>
</tr>
<tr>
<td>275042</td>
<td></td>
<td>000668</td>
<td>NATIONAL TIME &amp; SIGNAL CORP</td>
<td>352.80</td>
</tr>
<tr>
<td>275043</td>
<td></td>
<td></td>
<td>NC CEMENT</td>
<td>200.00</td>
</tr>
<tr>
<td>275044</td>
<td></td>
<td>001194</td>
<td>NELSON BROTHERS SEWER</td>
<td>235.00</td>
</tr>
<tr>
<td>275045</td>
<td></td>
<td>007755</td>
<td>NETWORK SERVICES COMPANY</td>
<td>1,238.46</td>
</tr>
<tr>
<td>275047</td>
<td>*</td>
<td>000477</td>
<td>OAKLAND COUNTY</td>
<td>23.00</td>
</tr>
<tr>
<td>275048</td>
<td></td>
<td>008250</td>
<td>OAKLAND COUNTY TACTICAL</td>
<td>250.00</td>
</tr>
<tr>
<td>275049</td>
<td>*</td>
<td>000481</td>
<td>OFFICE DEPOT INC</td>
<td>1,029.33</td>
</tr>
<tr>
<td>275050</td>
<td></td>
<td></td>
<td>OHANA FAMILY CONSTRUCTION LLC</td>
<td>300.00</td>
</tr>
<tr>
<td>275053</td>
<td></td>
<td>001626</td>
<td>OXFORD OVERHEAD DOOR SALES CO.</td>
<td>930.00</td>
</tr>
<tr>
<td>275054</td>
<td></td>
<td>004137</td>
<td>R &amp; R FIRE TRUCK REPAIR INC</td>
<td>2,826.47</td>
</tr>
<tr>
<td>275056</td>
<td></td>
<td>002556</td>
<td>CITY OF ROYAL OAK</td>
<td>180,718.71</td>
</tr>
<tr>
<td>275057</td>
<td>*</td>
<td></td>
<td>RYAN DENYS</td>
<td>1,284.04</td>
</tr>
<tr>
<td>275058</td>
<td></td>
<td>003483</td>
<td>SHERWIN WILLIAMS COMPANY</td>
<td>235.38</td>
</tr>
<tr>
<td>275058</td>
<td>*</td>
<td>003483</td>
<td>SHERWIN WILLIAMS COMPANY</td>
<td>131.22</td>
</tr>
<tr>
<td>275059</td>
<td>*</td>
<td>008271</td>
<td>SHERWIN—WILLIAMS COMPANY</td>
<td>849.90</td>
</tr>
<tr>
<td>275060</td>
<td></td>
<td>008815</td>
<td>SHI INTERNATIONAL CORP.</td>
<td>808.00</td>
</tr>
<tr>
<td>275061</td>
<td></td>
<td></td>
<td>SIGNS &amp; ENGRAVING INC</td>
<td>200.00</td>
</tr>
<tr>
<td>275062</td>
<td></td>
<td>009184</td>
<td>SPECTRUM PRINTERS INC</td>
<td>330.42</td>
</tr>
<tr>
<td>275063</td>
<td></td>
<td>008713</td>
<td>STEFAN SYTS</td>
<td>116.59</td>
</tr>
<tr>
<td>275064</td>
<td></td>
<td>000256</td>
<td>SUBURBAN BUICK GMC INC</td>
<td>1,046.64</td>
</tr>
<tr>
<td>275066</td>
<td>*</td>
<td>004355</td>
<td>SYMETRA LIFE INSURANCE COMPANY</td>
<td>34,352.47</td>
</tr>
</tbody>
</table>
## City of Birmingham
### Warrant List Dated 08/26/2020

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>275067</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>728.21</td>
</tr>
<tr>
<td>275068</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>127.89</td>
</tr>
<tr>
<td>275069</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>51.72</td>
</tr>
<tr>
<td>275070</td>
<td>*</td>
<td>004497</td>
<td>WATERFORD REGIONAL FIRE DEPT.</td>
<td>211.04</td>
</tr>
<tr>
<td>275072</td>
<td>*</td>
<td></td>
<td>WILLIAM MARKLEY</td>
<td>7,500.00</td>
</tr>
<tr>
<td>275073</td>
<td></td>
<td>009128</td>
<td>WITMER PUBLIC SAFETY GROUP INC</td>
<td>750.99</td>
</tr>
<tr>
<td>275074</td>
<td>*</td>
<td>008391</td>
<td>XEROX CORPORATION</td>
<td>660.74</td>
</tr>
</tbody>
</table>

**SUBTOTAL PAPER CHECK** $331,677.17

### ACH TRANSACTION

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2751</td>
<td>*</td>
<td>008847</td>
<td>ABS- AUTOMATED BENEFIT SVCS, INC</td>
<td>49,208.85</td>
</tr>
<tr>
<td>2752</td>
<td>*</td>
<td>002284</td>
<td>ABEL ELECTRONICS INC</td>
<td>19.98</td>
</tr>
<tr>
<td>2754</td>
<td></td>
<td>008667</td>
<td>APOLLO FIRE APPARATUS REPAIR INC</td>
<td>486.72</td>
</tr>
<tr>
<td>2756</td>
<td>*</td>
<td>000518</td>
<td>BELL EQUIPMENT COMPANY</td>
<td>296.16</td>
</tr>
<tr>
<td>2757</td>
<td>*</td>
<td>007345</td>
<td>BEVERLY HILLS ACE</td>
<td>22.48</td>
</tr>
<tr>
<td>2758</td>
<td></td>
<td>006683</td>
<td>BIRMINGHAM LAWN MAINTENANCE</td>
<td>98.00</td>
</tr>
<tr>
<td>2759</td>
<td></td>
<td>008840</td>
<td>BIRMINGHAM PUBLIC SCHOOLS-TAXES</td>
<td>4,101,888.82</td>
</tr>
<tr>
<td>2760</td>
<td>*</td>
<td>000207</td>
<td>EZELL SUPPLY CORPORATION</td>
<td>797.04</td>
</tr>
<tr>
<td>2762</td>
<td>*</td>
<td>002407</td>
<td>J &amp; B MEDICAL SUPPLY</td>
<td>307.66</td>
</tr>
<tr>
<td>2763</td>
<td>*</td>
<td>003458</td>
<td>JOE'S AUTO PARTS, INC.</td>
<td>245.01</td>
</tr>
<tr>
<td>2765</td>
<td>*</td>
<td>005550</td>
<td>LEE &amp; ASSOCIATES CO., INC.</td>
<td>2,582.82</td>
</tr>
<tr>
<td>2767</td>
<td>*</td>
<td>008843</td>
<td>OAKLAND COUNTY TREASURER- TAX PYMNT</td>
<td>6,451,476.21</td>
</tr>
<tr>
<td>2768</td>
<td>*</td>
<td>006853</td>
<td>PAUL C SCOTT PLUMBING INC</td>
<td>246.00</td>
</tr>
<tr>
<td>2769</td>
<td>*</td>
<td>001062</td>
<td>QUALITY COACH COLLISION</td>
<td>6,935.92</td>
</tr>
<tr>
<td>2770</td>
<td>*</td>
<td>003554</td>
<td>RKA PETROLEUM</td>
<td>5,597.84</td>
</tr>
<tr>
<td>2771</td>
<td>*</td>
<td>003785</td>
<td>SIGNS-N-DESIGNS INC</td>
<td>1,735.00</td>
</tr>
<tr>
<td>2772</td>
<td></td>
<td>00254</td>
<td>SOCRRA</td>
<td>68,287.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL ACH TRANSACTION** $10,690,231.51

**GRAND TOTAL** $11,021,908.68

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

Mark Gerber  
Finance Director/ Treasurer

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

## Warrant List Dated 09/02/2020

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>275075</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>100.00</td>
</tr>
<tr>
<td>275076</td>
<td>*</td>
<td>006965</td>
<td>7UP DETROIT</td>
<td>427.20</td>
</tr>
<tr>
<td>275077</td>
<td></td>
<td>000951</td>
<td>ALL AMERICAN CASH REGISTER</td>
<td>190.00</td>
</tr>
<tr>
<td>275079</td>
<td>*</td>
<td>MISC</td>
<td>ANTHONY J. CUPISZ</td>
<td>10,452.00</td>
</tr>
<tr>
<td>275082</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>2,203.39</td>
</tr>
<tr>
<td>275083</td>
<td>*</td>
<td>007216</td>
<td>AT&amp;T</td>
<td>87.34</td>
</tr>
<tr>
<td>275085</td>
<td>*</td>
<td>003839</td>
<td>MATTHEW J. BARTALINO</td>
<td>140.61</td>
</tr>
<tr>
<td>275086</td>
<td>*</td>
<td>008708</td>
<td>DAVID BARTLEY</td>
<td>80.00</td>
</tr>
<tr>
<td>275089</td>
<td>009215</td>
<td>BOUND TREE MEDICAL, LLC</td>
<td>947.50</td>
<td></td>
</tr>
<tr>
<td>275090</td>
<td>003526</td>
<td>BRIDGESTONE GOLF, INC</td>
<td>1,841.60</td>
<td></td>
</tr>
<tr>
<td>275092</td>
<td>008993</td>
<td>CAREN PRODUCTS, LLC</td>
<td>137.87</td>
<td></td>
</tr>
<tr>
<td>275093</td>
<td>*</td>
<td>004444</td>
<td>CDW GOVERNMENT INC</td>
<td>3,284.21</td>
</tr>
<tr>
<td>275095</td>
<td>006065</td>
<td>CINTAS CORPORATION</td>
<td>13.89</td>
<td></td>
</tr>
<tr>
<td>275096</td>
<td>009187</td>
<td>CLEARVIEW CAPTIONING LLC</td>
<td>337.50</td>
<td></td>
</tr>
<tr>
<td>275097</td>
<td>*</td>
<td>008955</td>
<td>COMCAST</td>
<td>838.89</td>
</tr>
<tr>
<td>275098</td>
<td>*</td>
<td>007774</td>
<td>COMCAST BUSINESS</td>
<td>1,256.20</td>
</tr>
<tr>
<td>275099</td>
<td>002668</td>
<td>CONTRACTORS CLOTHING CO</td>
<td>203.16</td>
<td></td>
</tr>
<tr>
<td>275100</td>
<td>001367</td>
<td>CONTRACTORS CONNECTION INC</td>
<td>187.20</td>
<td></td>
</tr>
<tr>
<td>275101</td>
<td>002473</td>
<td>DELL MARKETING L.P.</td>
<td>4,452.72</td>
<td></td>
</tr>
<tr>
<td>275102</td>
<td>MISC</td>
<td>DONALD A. FOSS REV LIVING TRUST</td>
<td>24,368.91</td>
<td></td>
</tr>
<tr>
<td>275103</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>2,682.03</td>
</tr>
<tr>
<td>275106</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>19.12</td>
</tr>
<tr>
<td>275107</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>223.99</td>
</tr>
<tr>
<td>275108</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>433.59</td>
</tr>
<tr>
<td>275109</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>16.02</td>
</tr>
<tr>
<td>275110</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>14.59</td>
</tr>
<tr>
<td>275111</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>37.30</td>
</tr>
<tr>
<td>275112</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>1,396.83</td>
</tr>
<tr>
<td>275113</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>14.59</td>
</tr>
<tr>
<td>275114</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>2,747.91</td>
</tr>
<tr>
<td>275115</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>3,670.91</td>
</tr>
<tr>
<td>275116</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>1,255.43</td>
</tr>
<tr>
<td>275117</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>8,786.51</td>
</tr>
<tr>
<td>275118</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>376.30</td>
</tr>
<tr>
<td>275119</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>86.75</td>
</tr>
<tr>
<td>275120</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>16.98</td>
</tr>
<tr>
<td>275121</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>794.95</td>
</tr>
<tr>
<td>275122</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>23.63</td>
</tr>
<tr>
<td>275123</td>
<td>002375</td>
<td>DUANY PLATER-ZYBERK &amp; CO.</td>
<td>12,112.50</td>
<td></td>
</tr>
<tr>
<td>275124</td>
<td>000196</td>
<td>EJ USA, INC.</td>
<td>2,178.18</td>
<td></td>
</tr>
<tr>
<td>275125</td>
<td>007172</td>
<td>GARY KNUREK INC</td>
<td>163.00</td>
<td></td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
<td>-----------</td>
</tr>
<tr>
<td>275126</td>
<td></td>
<td>002433</td>
<td>THELMA GOLDEN</td>
<td>77.34</td>
</tr>
<tr>
<td>275127</td>
<td></td>
<td>001771</td>
<td>GOLF ASSOC. OF MICHIGAN</td>
<td>300.00</td>
</tr>
<tr>
<td>275128</td>
<td>*</td>
<td>004604</td>
<td>GORDON FOOD</td>
<td>1,048.54</td>
</tr>
<tr>
<td>275129</td>
<td>*</td>
<td>MIS</td>
<td>GROTEFELD HOFFMAN TRUST ACCOUNT</td>
<td>10,906.00</td>
</tr>
<tr>
<td>275130</td>
<td></td>
<td>000249</td>
<td>GUARDIAN ALARM</td>
<td>246.80</td>
</tr>
<tr>
<td>275131</td>
<td></td>
<td>007339</td>
<td>HIGHEST HONOR, INC</td>
<td>493.75</td>
</tr>
<tr>
<td>275132</td>
<td></td>
<td>001415</td>
<td>HORNUNG'S PRO GOLF SALES INC</td>
<td>205.44</td>
</tr>
<tr>
<td>275133</td>
<td></td>
<td>006416</td>
<td>HUNTINGTON WOODS POOLS &amp; SPAS, INC</td>
<td>76.26</td>
</tr>
<tr>
<td>275134</td>
<td></td>
<td>006695</td>
<td>J. P. COOKE COMPANY</td>
<td>152.50</td>
</tr>
<tr>
<td>275135</td>
<td>*</td>
<td>MIS</td>
<td>JAMES &amp; LYN MELSTROM</td>
<td>3,640.00</td>
</tr>
<tr>
<td>275136</td>
<td>*</td>
<td>MIS</td>
<td>JEFFREY RONDEAU</td>
<td>150.00</td>
</tr>
<tr>
<td>275137</td>
<td>*</td>
<td>MIS</td>
<td>JULIE A HALL</td>
<td>30.56</td>
</tr>
<tr>
<td>275138</td>
<td></td>
<td>004088</td>
<td>KGM DISTRIBUTORS INC</td>
<td>89.00</td>
</tr>
<tr>
<td>275139</td>
<td>*</td>
<td>000362</td>
<td>KROGER COMPANY</td>
<td>14.96</td>
</tr>
<tr>
<td>275140</td>
<td></td>
<td>008607</td>
<td>LANZO TRENCHLESS TECHNOLOGIES NORTH</td>
<td>57,291.09</td>
</tr>
<tr>
<td>275141</td>
<td>*</td>
<td>009043</td>
<td>IAN MCLAUGHLIN</td>
<td>325.00</td>
</tr>
<tr>
<td>275142</td>
<td>*</td>
<td>001505</td>
<td>MEADOWBROOK INSURANCE GROUP</td>
<td>8,277.90</td>
</tr>
<tr>
<td>275143</td>
<td></td>
<td>001058</td>
<td>MHPN</td>
<td>210.00</td>
</tr>
<tr>
<td>275144</td>
<td></td>
<td>009200</td>
<td>MICHAEL MORRISON</td>
<td>700.00</td>
</tr>
<tr>
<td>275145</td>
<td>*</td>
<td>000377</td>
<td>MICHIGAN MUNICIPAL LEAGUE</td>
<td>156.96</td>
</tr>
<tr>
<td>275146</td>
<td>*</td>
<td>006461</td>
<td>MID AMERICA RINK SERVICES</td>
<td>8,186.00</td>
</tr>
<tr>
<td>275149</td>
<td></td>
<td>008319</td>
<td>MKSK INC</td>
<td>2,887.50</td>
</tr>
<tr>
<td>275150</td>
<td></td>
<td>003075</td>
<td>NORTH END ELECTRIC</td>
<td>1,605.30</td>
</tr>
<tr>
<td>275151</td>
<td></td>
<td>001864</td>
<td>NOWAK &amp; FRAUS ENGINEERS</td>
<td>21,105.50</td>
</tr>
<tr>
<td>275152</td>
<td>*</td>
<td>004370</td>
<td>OCCATIONAL HEALTH CENTERS</td>
<td>112.50</td>
</tr>
<tr>
<td>275153</td>
<td>*</td>
<td>000481</td>
<td>OFFICE DEPOT INC</td>
<td>1,247.28</td>
</tr>
<tr>
<td>275154</td>
<td></td>
<td>009151</td>
<td>PARAGON LABORATORIES INC</td>
<td>41.00</td>
</tr>
<tr>
<td>275155</td>
<td></td>
<td>009151</td>
<td>PARAGON LABORATORIES INC</td>
<td>410.00</td>
</tr>
<tr>
<td>275156</td>
<td></td>
<td>009151</td>
<td>PARAGON LABORATORIES INC</td>
<td>328.00</td>
</tr>
<tr>
<td>275157</td>
<td></td>
<td>009151</td>
<td>PARAGON LABORATORIES INC</td>
<td>123.00</td>
</tr>
<tr>
<td>275158</td>
<td>*</td>
<td>001341</td>
<td>PIFER GOLF CARS INC</td>
<td>219.50</td>
</tr>
<tr>
<td>275159</td>
<td></td>
<td>008773</td>
<td>PRAETORIAN DIGITAL, INC</td>
<td>2,395.00</td>
</tr>
<tr>
<td>275160</td>
<td></td>
<td>002566</td>
<td>REYNOLDS WATER</td>
<td>137.90</td>
</tr>
<tr>
<td>275162</td>
<td>*</td>
<td>008271</td>
<td>SHERWIN-WILLIAMS COMPANY</td>
<td>280.95</td>
</tr>
<tr>
<td>275164</td>
<td>*</td>
<td>008073</td>
<td>SITEONE LANDSCAPE SUPPLY, INC</td>
<td>253.12</td>
</tr>
<tr>
<td>275165</td>
<td></td>
<td>000260</td>
<td>SPARTAN DISTRIBUTORS INC</td>
<td>14.24</td>
</tr>
<tr>
<td>275166</td>
<td></td>
<td>008694</td>
<td>TIGERPRESS ADMINISTRATION</td>
<td>1,305.00</td>
</tr>
<tr>
<td>275167</td>
<td></td>
<td>009198</td>
<td>TROY LASER &amp; FAB LLC</td>
<td>250.00</td>
</tr>
<tr>
<td>275168</td>
<td></td>
<td>007226</td>
<td>VALLEY CITY LINEN</td>
<td>114.90</td>
</tr>
<tr>
<td>275169</td>
<td>*</td>
<td>009177</td>
<td>VANDYKE HORN PUBLIC RELATIONS LLC</td>
<td>4,000.00</td>
</tr>
<tr>
<td>275170</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>1,000.95</td>
</tr>
<tr>
<td>275171</td>
<td></td>
<td>006762</td>
<td>WATCHGUARD VIDEO</td>
<td>60,463.00</td>
</tr>
<tr>
<td>275172</td>
<td>*</td>
<td>000301</td>
<td>PAUL WELLS</td>
<td>21.50</td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------</td>
<td>-----------</td>
<td>--------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>2773</td>
<td>*</td>
<td>008847</td>
<td>ABS- AUTOMATED BENEFIT SVCS, INC</td>
<td>44,077.18</td>
</tr>
<tr>
<td>2774</td>
<td>*</td>
<td>002284</td>
<td>ABEL ELECTRONICS INC</td>
<td>95.96</td>
</tr>
<tr>
<td>2775</td>
<td></td>
<td>007013</td>
<td>AHEAD USA LLC</td>
<td>995.54</td>
</tr>
<tr>
<td>2777</td>
<td>*</td>
<td>007345</td>
<td>BEVERLY HILLS ACE</td>
<td>87.15</td>
</tr>
<tr>
<td>2778</td>
<td>*</td>
<td>006683</td>
<td>BIRMINGHAM LAWN MAINTENANCE</td>
<td>456.00</td>
</tr>
<tr>
<td>2779</td>
<td>*</td>
<td>000542</td>
<td>BLUE WATER INDUSTRIAL PRODUCTS INC</td>
<td>53.87</td>
</tr>
<tr>
<td>2780</td>
<td>*</td>
<td>009181</td>
<td>DELTA TEMP SERVICES INC</td>
<td>5,189.94</td>
</tr>
<tr>
<td>2781</td>
<td></td>
<td>007684</td>
<td>ELITE TRAUMA CLEAN-UP INC.</td>
<td>70.00</td>
</tr>
<tr>
<td>2782</td>
<td>*</td>
<td>000207</td>
<td>EZELL SUPPLY CORPORATION</td>
<td>164.20</td>
</tr>
<tr>
<td>2783</td>
<td></td>
<td>001230</td>
<td>FIRE SYSTEMS OF MICHIGAN LLC</td>
<td>389.50</td>
</tr>
<tr>
<td>2783</td>
<td>*</td>
<td>001230</td>
<td>FIRE SYSTEMS OF MICHIGAN LLC</td>
<td>441.95</td>
</tr>
<tr>
<td>2784</td>
<td>*</td>
<td>007807</td>
<td>G2 CONSULTING GROUP LLC</td>
<td>20,726.21</td>
</tr>
<tr>
<td>2785</td>
<td>*</td>
<td>000592</td>
<td>GAYLORD BROS., INC</td>
<td>75.55</td>
</tr>
<tr>
<td>2786</td>
<td>*</td>
<td>000243</td>
<td>GRAINGER</td>
<td>201.80</td>
</tr>
<tr>
<td>2787</td>
<td></td>
<td>000331</td>
<td>HUBBELL ROTH &amp; CLARK INC</td>
<td>23,943.97</td>
</tr>
<tr>
<td>2788</td>
<td></td>
<td>008378</td>
<td>THE HUNTINGTON NATIONAL BANK</td>
<td>2,574,550.00</td>
</tr>
<tr>
<td>2789</td>
<td>*</td>
<td>002407</td>
<td>J &amp; B MEDICAL SUPPLY</td>
<td>48.80</td>
</tr>
<tr>
<td>2790</td>
<td>*</td>
<td>007870</td>
<td>J.C. EHRlich CO. INC.</td>
<td>37.00</td>
</tr>
<tr>
<td>2791</td>
<td></td>
<td>000261</td>
<td>J.H. HART URBAN FORESTRY</td>
<td>33,607.44</td>
</tr>
<tr>
<td>2791</td>
<td>*</td>
<td>000261</td>
<td>J.H. HART URBAN FORESTRY</td>
<td>29,291.13</td>
</tr>
<tr>
<td>2792</td>
<td></td>
<td>000186</td>
<td>JACK DOHENY COMPANIES INC</td>
<td>45.53</td>
</tr>
<tr>
<td>2793</td>
<td>*</td>
<td>002576</td>
<td>JAX KAR WASH</td>
<td>202.00</td>
</tr>
<tr>
<td>2794</td>
<td>*</td>
<td>003458</td>
<td>JOE'S AUTO PARTS, INC.</td>
<td>26.98</td>
</tr>
<tr>
<td>2795</td>
<td>*</td>
<td>000891</td>
<td>KELLER THOMA</td>
<td>82.50</td>
</tr>
<tr>
<td>2796</td>
<td>*</td>
<td>003404</td>
<td>LADUKE ROOF.&amp; SHT.METAL CORP</td>
<td>3,801.00</td>
</tr>
<tr>
<td>2797</td>
<td>*</td>
<td>005550</td>
<td>LEE &amp; ASSOCIATES CO., INC.</td>
<td>172.84</td>
</tr>
<tr>
<td>2798</td>
<td>*</td>
<td>006359</td>
<td>NYE UNIFORM COMPANY</td>
<td>49.50</td>
</tr>
<tr>
<td>2799</td>
<td>*</td>
<td>002767</td>
<td>OSCAR W. LARSON CO.</td>
<td>1,552.66</td>
</tr>
<tr>
<td>2800</td>
<td>*</td>
<td>000897</td>
<td>PRINTING SYSTEMS INC</td>
<td>70.51</td>
</tr>
<tr>
<td>2801</td>
<td>*</td>
<td>001181</td>
<td>ROSE PEST SOLUTIONS</td>
<td>175.00</td>
</tr>
<tr>
<td>2802</td>
<td>*</td>
<td>001255</td>
<td>TEKNICOLORS INC</td>
<td>149.97</td>
</tr>
</tbody>
</table>

**SUBTOTAL ACH TRANSACTION**  \(\$2,740,831.68\)

**SUBTOTAL PAPER CHECK**  \(\$279,750.54\)
Meeting of 09/14/2020

City of Birmingham
Warrant List Dated 09/02/2020

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,020,582.22</td>
</tr>
</tbody>
</table>

GRAND TOTAL

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.
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>275174</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>500.00</td>
</tr>
<tr>
<td>275175</td>
<td>*</td>
<td>002670</td>
<td>MIKE ALBRECHT</td>
<td>317.99</td>
</tr>
<tr>
<td>275177</td>
<td></td>
<td>002488</td>
<td>AMERICAN TEST CENTER, INC.</td>
<td>1,030.00</td>
</tr>
<tr>
<td>275179</td>
<td></td>
<td>000500</td>
<td>ARTECH PRINTING INC</td>
<td>64.00</td>
</tr>
<tr>
<td>275180</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>107.57</td>
</tr>
<tr>
<td>275181</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>202.92</td>
</tr>
<tr>
<td>275182</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>105.39</td>
</tr>
<tr>
<td>275183</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>207.36</td>
</tr>
<tr>
<td>275184</td>
<td></td>
<td>005590</td>
<td>AXON ENTERPRISE, INC.</td>
<td>340.00</td>
</tr>
<tr>
<td>275185</td>
<td>MISC</td>
<td>BALLEW, ALEX</td>
<td>BABI CONSTRUCTION INC</td>
<td>1,400.00</td>
</tr>
<tr>
<td>275187</td>
<td>MISC</td>
<td>BERGSMAN, WIAND, BOUCHARD &amp; CO LLC</td>
<td>6,400.00</td>
<td></td>
</tr>
<tr>
<td>275189</td>
<td></td>
<td>002231</td>
<td>BILLINGS LAWN EQUIPMENT INC.</td>
<td>136.24</td>
</tr>
<tr>
<td>275190</td>
<td>MISC</td>
<td>BIRMINGHAM TOWER PARTNERS LLC</td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>275191</td>
<td>*</td>
<td>001086</td>
<td>JACK TODD-PETTY CASH</td>
<td>971.85</td>
</tr>
<tr>
<td>275192</td>
<td>MISC</td>
<td>BISON PLUMBING INC</td>
<td>60.70</td>
<td></td>
</tr>
<tr>
<td>275193</td>
<td></td>
<td>009215</td>
<td>BOONES EXPRESS LLC</td>
<td>1,695.00</td>
</tr>
<tr>
<td>275194</td>
<td></td>
<td>003526</td>
<td>BOUND TREE MEDICAL, LLC</td>
<td>244.50</td>
</tr>
<tr>
<td>275195</td>
<td>*</td>
<td>MISC</td>
<td>BRENT JACKSON</td>
<td>80.00</td>
</tr>
<tr>
<td>275196</td>
<td></td>
<td>004098</td>
<td>BROWNELLS, INC.</td>
<td>404.25</td>
</tr>
<tr>
<td>275198</td>
<td></td>
<td>003907</td>
<td>CADILLAC ASPHALT, LLC</td>
<td>509.07</td>
</tr>
<tr>
<td>275199</td>
<td></td>
<td>008082</td>
<td>CAMFIL USA INC</td>
<td>105.48</td>
</tr>
<tr>
<td>275201</td>
<td>*</td>
<td>000444</td>
<td>CDW GOVERNMENT INC</td>
<td>3,396.62</td>
</tr>
<tr>
<td>275203</td>
<td></td>
<td>006065</td>
<td>CINTAS CORPORATION</td>
<td>256.97</td>
</tr>
<tr>
<td>275204</td>
<td>MISC</td>
<td>CLAUDE PELLERIN</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>275205</td>
<td>*</td>
<td>008006</td>
<td>CLEAR RATE COMMUNICATIONS, INC</td>
<td>1,390.69</td>
</tr>
<tr>
<td>275206</td>
<td>*</td>
<td>008955</td>
<td>COMCAST</td>
<td>78.93</td>
</tr>
<tr>
<td>275207</td>
<td></td>
<td>002668</td>
<td>CONTRACTORS CLOTHING CO</td>
<td>630.34</td>
</tr>
<tr>
<td>275208</td>
<td></td>
<td>001367</td>
<td>CONTRACTORS CONNECTION INC</td>
<td>547.20</td>
</tr>
<tr>
<td>275209</td>
<td></td>
<td>008582</td>
<td>CORE &amp; MAIN LP</td>
<td>2,811.68</td>
</tr>
<tr>
<td>275210</td>
<td>*</td>
<td>005108</td>
<td>CORELOGIC TAX SERVICE</td>
<td>179,624.65</td>
</tr>
<tr>
<td>275212</td>
<td></td>
<td>003923</td>
<td>CUMMINS BRIDGEWAY LLC</td>
<td>506.58</td>
</tr>
<tr>
<td>275214</td>
<td></td>
<td>008005</td>
<td>DE LAGE LANDEN FINANCIAL SVCS INC</td>
<td>173.75</td>
</tr>
<tr>
<td>275215</td>
<td></td>
<td>000233</td>
<td>DEAN SELLERS</td>
<td>1,462.54</td>
</tr>
<tr>
<td>275216</td>
<td>MISC</td>
<td>DEBUCK CONSTRUCTION</td>
<td>817.18</td>
<td></td>
</tr>
<tr>
<td>275217</td>
<td>*</td>
<td>000177</td>
<td>DELWOOD SUPPLY</td>
<td>645.08</td>
</tr>
<tr>
<td>275218</td>
<td>*</td>
<td>006999</td>
<td>CHRISTOPHER DEMAN</td>
<td>164.00</td>
</tr>
<tr>
<td>275220</td>
<td>MISC</td>
<td>DEN-MAN CONTRACTORS</td>
<td>2,500.00</td>
<td></td>
</tr>
<tr>
<td>275222</td>
<td>*</td>
<td>000190</td>
<td>DOWRIVER REFRIGERATION</td>
<td>78.67</td>
</tr>
<tr>
<td>275223</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>1,410.17</td>
</tr>
<tr>
<td>275224</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>657.27</td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>----------</td>
<td>-------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>275225</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>998.22</td>
</tr>
<tr>
<td>275226</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>759.08</td>
</tr>
<tr>
<td>275227</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>52.01</td>
</tr>
<tr>
<td>275228</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>63.65</td>
</tr>
<tr>
<td>275229</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>184.75</td>
</tr>
<tr>
<td>275230</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>157.90</td>
</tr>
<tr>
<td>275231</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>1,772.18</td>
</tr>
<tr>
<td>275232</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>71.04</td>
</tr>
<tr>
<td>275233</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>23.28</td>
</tr>
<tr>
<td>275234</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>530.03</td>
</tr>
<tr>
<td>275235</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>779.33</td>
</tr>
<tr>
<td>275236</td>
<td></td>
<td>003806</td>
<td>DTS FLUID POWER LLC</td>
<td>132.15</td>
</tr>
<tr>
<td>275238</td>
<td></td>
<td>007505</td>
<td>EAGLE LANDSCAPING &amp; SUPPLY</td>
<td>330.00</td>
</tr>
<tr>
<td>275240</td>
<td>*</td>
<td>007538</td>
<td>EGANIX, INC.</td>
<td>720.00</td>
</tr>
<tr>
<td>275242</td>
<td></td>
<td>000196</td>
<td>EJ USA, INC.</td>
<td>1,679.59</td>
</tr>
<tr>
<td>275243</td>
<td></td>
<td>004671</td>
<td>ELDER FORD</td>
<td>665.95</td>
</tr>
<tr>
<td>275246</td>
<td>*</td>
<td>009100</td>
<td>ENZO WATER SERVICE</td>
<td>500.00</td>
</tr>
<tr>
<td>275247</td>
<td>MISC</td>
<td></td>
<td>ERIC LUMBERG</td>
<td>100.00</td>
</tr>
<tr>
<td>275248</td>
<td></td>
<td>001495</td>
<td>ETNA SUPPLY</td>
<td>2,310.00</td>
</tr>
<tr>
<td>275250</td>
<td>MISC</td>
<td></td>
<td>FOUNDATION SYSTEMS OF MICHIGAN INC.</td>
<td>393.75</td>
</tr>
<tr>
<td>275251</td>
<td>MISC</td>
<td></td>
<td>FULLER, SUE ELLEN</td>
<td>300.00</td>
</tr>
<tr>
<td>275252</td>
<td></td>
<td>007172</td>
<td>GARY KNUREK INC</td>
<td>732.30</td>
</tr>
<tr>
<td>275253</td>
<td>MISC</td>
<td></td>
<td>GREAT LAKES CUSTOM BUILDER LLC</td>
<td>2,000.00</td>
</tr>
<tr>
<td>275254</td>
<td>MISC</td>
<td></td>
<td>GREATER DETROIT LANDSCAPE CO.</td>
<td>100.00</td>
</tr>
<tr>
<td>275255</td>
<td></td>
<td>007342</td>
<td>H2A ARCHITECTS, INC.</td>
<td>720.00</td>
</tr>
<tr>
<td>275256</td>
<td>MISC</td>
<td></td>
<td>HILLAN HOMES, INC</td>
<td>2,000.00</td>
</tr>
<tr>
<td>275258</td>
<td></td>
<td>000948</td>
<td>HYDROCORP</td>
<td>2,563.00</td>
</tr>
<tr>
<td>275259</td>
<td></td>
<td>008433</td>
<td>INFO TECH INC</td>
<td>1,200.00</td>
</tr>
<tr>
<td>275260</td>
<td>MISC</td>
<td></td>
<td>J SIMON &amp; SONS ELECTRICAL</td>
<td>67.50</td>
</tr>
<tr>
<td>275261</td>
<td></td>
<td>008564</td>
<td>JERRY'S TIRE INC</td>
<td>1,581.28</td>
</tr>
<tr>
<td>275262</td>
<td>MISC</td>
<td></td>
<td>JET PLUMBING INC</td>
<td>353.25</td>
</tr>
<tr>
<td>275263</td>
<td>MISC</td>
<td></td>
<td>JOSEPH MAIORANA</td>
<td>1,000.00</td>
</tr>
<tr>
<td>275264</td>
<td>MISC</td>
<td></td>
<td>K CUSTOM LLC</td>
<td>300.00</td>
</tr>
<tr>
<td>275265</td>
<td></td>
<td>005291</td>
<td>KAESER &amp; BLAIR INC</td>
<td>467.90</td>
</tr>
<tr>
<td>275267</td>
<td></td>
<td>004085</td>
<td>KONE INC</td>
<td>94.17</td>
</tr>
<tr>
<td>275268</td>
<td>MISC</td>
<td></td>
<td>KRASIK, LEONID</td>
<td>100.00</td>
</tr>
<tr>
<td>275269</td>
<td>MISC</td>
<td></td>
<td>LAWRENCE YOUNG</td>
<td>100.00</td>
</tr>
<tr>
<td>275270</td>
<td></td>
<td>002635</td>
<td>LAZARD ASSET MANAGEMENT LLC</td>
<td>8,118.32</td>
</tr>
<tr>
<td>275271</td>
<td>*</td>
<td>MISC</td>
<td>LERETA LLC</td>
<td>41,474.64</td>
</tr>
<tr>
<td>275271</td>
<td>*</td>
<td>MISC</td>
<td>LERETA LLC</td>
<td>1,939.37</td>
</tr>
<tr>
<td>275272</td>
<td>MISC</td>
<td></td>
<td>LIVE WELL CUSTOM HOMES LLC</td>
<td>817.18</td>
</tr>
<tr>
<td>275273</td>
<td>MISC</td>
<td></td>
<td>LMB PROPERTIES LLC</td>
<td>2,500.00</td>
</tr>
<tr>
<td>275274</td>
<td>MISC</td>
<td></td>
<td>LYNCH CUSTOM HOMES</td>
<td>1,400.00</td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
<td>---------</td>
</tr>
<tr>
<td>275275</td>
<td></td>
<td>MISC</td>
<td>MARK TOMA</td>
<td>1,968.08</td>
</tr>
<tr>
<td>275276</td>
<td></td>
<td>MISC</td>
<td>MARKLEY JR, WILLIAM J</td>
<td>1,000.00</td>
</tr>
<tr>
<td>275277</td>
<td>*</td>
<td>008723</td>
<td>BRADLEY MCNAB</td>
<td>80.00</td>
</tr>
<tr>
<td>275278</td>
<td></td>
<td>008793</td>
<td>MERGE MOBILE, INC.</td>
<td>73.00</td>
</tr>
<tr>
<td>275280</td>
<td></td>
<td>009218</td>
<td>MICHIGAN PIPE &amp; VALVE</td>
<td>1,889.14</td>
</tr>
<tr>
<td>275282</td>
<td></td>
<td>MISC</td>
<td>NELSON BROS SWR &amp; PLBG SVC INC</td>
<td>17.18</td>
</tr>
<tr>
<td>275283</td>
<td>*</td>
<td>009096</td>
<td>RYAN NEUVILLE</td>
<td>402.49</td>
</tr>
<tr>
<td>275284</td>
<td></td>
<td>002853</td>
<td>OAKLAND COMMUNITY COLLEGE</td>
<td>3,671.00</td>
</tr>
<tr>
<td>275286</td>
<td>*</td>
<td>000481</td>
<td>OFFICE DEPOT INC</td>
<td>597.79</td>
</tr>
<tr>
<td>275287</td>
<td></td>
<td>MISC</td>
<td>OLSSON, PAUL</td>
<td>200.00</td>
</tr>
<tr>
<td>275288</td>
<td></td>
<td>MISC</td>
<td>ORCHARD DEVELOPMENT AND CONSTRUCTIO</td>
<td>862.89</td>
</tr>
<tr>
<td>275290</td>
<td></td>
<td>009151</td>
<td>PARAGON LABORATORIES INC</td>
<td>41.00</td>
</tr>
<tr>
<td>275291</td>
<td></td>
<td>009151</td>
<td>PARAGON LABORATORIES INC</td>
<td>82.00</td>
</tr>
<tr>
<td>275292</td>
<td></td>
<td>MISC</td>
<td>PEIRCE, WILLIAM</td>
<td>200.00</td>
</tr>
<tr>
<td>275293</td>
<td></td>
<td>MISC</td>
<td>PELLA WINDOWS &amp; DOORS, INC.</td>
<td>600.00</td>
</tr>
<tr>
<td>275294</td>
<td></td>
<td>MISC</td>
<td>PRECISION PLUMBING INC</td>
<td>1,000.00</td>
</tr>
<tr>
<td>275296</td>
<td>*</td>
<td>005344</td>
<td>RESERVE ACCOUNT</td>
<td>8,000.00</td>
</tr>
<tr>
<td>275297</td>
<td></td>
<td>000495</td>
<td>ROCHESTER LAWN EQUIPMENT CENTER INC</td>
<td>57.67</td>
</tr>
<tr>
<td>275298</td>
<td>*</td>
<td>008073</td>
<td>SITEONE LANDSCAPE SUPPLY, INC</td>
<td>256.99</td>
</tr>
<tr>
<td>275299</td>
<td></td>
<td>MISC</td>
<td>SMOLYANOV HOME IMPROVMENT</td>
<td>200.00</td>
</tr>
<tr>
<td>275300</td>
<td></td>
<td>009212</td>
<td>PRO RECREATION LLC</td>
<td>5,374.00</td>
</tr>
<tr>
<td>275301</td>
<td></td>
<td>MISC</td>
<td>STEVEN OLSON</td>
<td>100.00</td>
</tr>
<tr>
<td>275302</td>
<td></td>
<td>MISC</td>
<td>STROBEL, JUANITA</td>
<td>1,000.00</td>
</tr>
<tr>
<td>275303</td>
<td></td>
<td>006749</td>
<td>SUPERIOR SCAPE, INC</td>
<td>5,900.00</td>
</tr>
<tr>
<td>275304</td>
<td></td>
<td>MISC</td>
<td>SUPREME DECKS</td>
<td>100.00</td>
</tr>
<tr>
<td>275306</td>
<td></td>
<td>MISC</td>
<td>TRESNAK CONSTRUCTION INC</td>
<td>100.00</td>
</tr>
<tr>
<td>275310</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>733.99</td>
</tr>
<tr>
<td>275311</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>76.02</td>
</tr>
<tr>
<td>275312</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>203.92</td>
</tr>
<tr>
<td>275314</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>1,143.40</td>
</tr>
<tr>
<td>275315</td>
<td></td>
<td>006491</td>
<td>VILLAGE AUTOMOTIVE</td>
<td>146.60</td>
</tr>
<tr>
<td>275316</td>
<td></td>
<td>MISC</td>
<td>WALLSIDE INC</td>
<td>1,500.00</td>
</tr>
<tr>
<td>275318</td>
<td>*</td>
<td>MISC</td>
<td>WELLS FARGO BANK</td>
<td>7,173.50</td>
</tr>
<tr>
<td>275319</td>
<td></td>
<td>008408</td>
<td>WISS, JANNEY, ELSTNER ASSOC. INC</td>
<td>9,942.30</td>
</tr>
<tr>
<td>275321</td>
<td>*</td>
<td>004512</td>
<td>WOLVERINE POWER SYSTEMS</td>
<td>240.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SUBTOTAL PAPER CHECK</td>
</tr>
</tbody>
</table>

**EFT TRANSFER**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot; &quot;</td>
<td>008732</td>
<td>AMAZON.COM, INC</td>
<td>516.92</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>008730</td>
<td>FACEBOOK HEADQUARTERS</td>
<td>49.95</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>003399</td>
<td>FIRE PROTECTION PUBLICATIONS</td>
<td>537.00</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>MISC</td>
<td>GODADDY</td>
<td>18.17</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>004878</td>
<td>GOVERNMENT FINANCE OFFICERS</td>
<td>225.00</td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>003266</td>
<td>HOMewood SUITES BY HILTON</td>
<td>(171.35)</td>
<td></td>
</tr>
</tbody>
</table>
### Warrant List Dated 09/09/2020

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot; &quot;</td>
<td>&quot; &quot;</td>
<td>008441</td>
<td>INTERNATIONAL CODE COUNCIL, INC</td>
<td>179.00</td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>&quot; &quot;</td>
<td>005986</td>
<td>MRWA</td>
<td>99.00</td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>&quot; &quot;</td>
<td>000584</td>
<td>LIGHT BULBS</td>
<td>94.12</td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>&quot; &quot;</td>
<td>005986</td>
<td>INTERNATIONAL CODE COUNCIL, INC</td>
<td>2,404.61</td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>&quot; &quot;</td>
<td>005986</td>
<td>MRWA</td>
<td>601.39</td>
</tr>
</tbody>
</table>

**SUBTOTAL EFT TRANSFER** $4,553.81

### ACH TRANSACTION

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2804</td>
<td>&quot;</td>
<td>008847</td>
<td>ABS- AUTOMATED BENEFIT SVCS, INC</td>
<td>79,681.78</td>
</tr>
<tr>
<td>2805</td>
<td>&quot;</td>
<td>002284</td>
<td>ABEL ELECTRONICS INC</td>
<td>450.00</td>
</tr>
<tr>
<td>2809</td>
<td>&quot;</td>
<td>006683</td>
<td>BIRMINGHAM LAWN MAINTENANCE</td>
<td>23,088.00</td>
</tr>
<tr>
<td>2811</td>
<td>&quot;</td>
<td>001077</td>
<td>DUNCAN PARKING TECH INC</td>
<td>9,762.75</td>
</tr>
<tr>
<td>2812</td>
<td>&quot;</td>
<td>000243</td>
<td>GRAINGER</td>
<td>75.50</td>
</tr>
<tr>
<td>2813</td>
<td>&quot;</td>
<td>007465</td>
<td>IN-HOUSE VALET INC</td>
<td>3,000.00</td>
</tr>
<tr>
<td>2814</td>
<td>&quot;</td>
<td>007035</td>
<td>INNOVATIVE OFFICE TECHNOLOGY GROUP</td>
<td>58.68</td>
</tr>
<tr>
<td>2815</td>
<td>&quot;</td>
<td>000261</td>
<td>J.H. HART URBAN FORESTRY</td>
<td>13,609.69</td>
</tr>
<tr>
<td>2816</td>
<td>&quot;</td>
<td>002576</td>
<td>JAX KAR WASH</td>
<td>320.00</td>
</tr>
<tr>
<td>2817</td>
<td>&quot;</td>
<td>003458</td>
<td>JOE'S AUTO PARTS, INC.</td>
<td>666.03</td>
</tr>
<tr>
<td>2818</td>
<td>&quot;</td>
<td>000155</td>
<td>JOHNSON CONTROLS SECURITY SOLUTIONS</td>
<td>1,152.12</td>
</tr>
<tr>
<td>2819</td>
<td>&quot;</td>
<td>005550</td>
<td>LEE &amp; ASSOCIATES CO., INC.</td>
<td>4,614.72</td>
</tr>
<tr>
<td>2822</td>
<td>&quot;</td>
<td>000462</td>
<td>MOTOR CITY INDUSTRIAL</td>
<td>376.91</td>
</tr>
<tr>
<td>2823</td>
<td>&quot;</td>
<td>006359</td>
<td>NYE UNIFORM COMPANY</td>
<td>1,076.50</td>
</tr>
<tr>
<td>2824</td>
<td>&quot;</td>
<td>003554</td>
<td>RKA PETROLEUM</td>
<td>6,532.67</td>
</tr>
<tr>
<td>2825</td>
<td>&quot;</td>
<td>000478</td>
<td>ROAD COMM FOR OAKLAND CO</td>
<td>4,083.90</td>
</tr>
<tr>
<td>2826</td>
<td>&quot;</td>
<td>001181</td>
<td>ROSE PEST SOLUTIONS</td>
<td>465.00</td>
</tr>
<tr>
<td>2827</td>
<td>&quot;</td>
<td>000254</td>
<td>SOCRA</td>
<td>77,688.00</td>
</tr>
<tr>
<td>2828</td>
<td>&quot;</td>
<td>001097</td>
<td>SOCWA</td>
<td>266,735.66</td>
</tr>
</tbody>
</table>

**SUBTOTAL ACH TRANSACTION** $493,437.91

**GRAND TOTAL** $849,094.79

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.
INTRODUCTION:
On August 5, 2020, the owners of Luxe Bistro submitted an application for a Special Land Use Permit Amendment and Revised Final Site Plan and Design Review for approval to expand the existing Luxe space at 525 N. Old Woodward into the vacant storefront to the south.

BACKGROUND:
The owners of Luxe bistro are requesting approval at this time to expand the existing 31’ Luxe storefront into the 28’ wide vacant retail space to the south for a total of 59’ of frontage. The majority of the current interior at Luxe will remain, and the applicant is proposing to expand the kitchen and cooler area, relocate the host stand, add a new dining counter and several extra tables in the vacant retail space to the south. No additional bar space will be added, nor will the proposed layout exceed the maximum number of 65 seats for a bistro. The applicant has stated that the proposed layout will enhance the functionality of the operation, and will allow for additional spacing between tables. The applicant is required to obtain a recommendation from the Planning Board on the Special Land Use Permit Amendment and Revised Final Site Plan, and then obtain approval from the City Commission.

LEGAL REVIEW:
The City Attorney has reviewed this request and has no concerns.

FISCAL IMPACT:
There are no fiscal impacts for this agenda item.

SUMMARY:
The Planning Division requests that the City Commission set a public hearing date for October 12, 2020 to consider approval of the Revised Final Site Plan and Design and Special Land Use Permit Amendment to allow the expansion of the existing Luxe bistro into the vacant storefront to the south.
ATTACHMENTS:
Please find attached the following documents for your review:

- Draft Special Land Use Permit Amendment Resolution
- Plans and photos of proposed changes
- Revised Bistro Contract signed by applicant
- Staff Report to the Planning Board
- Application and additional documents submitted by applicant
- All relevant meeting minutes

SUGGESTED RESOLUTION:
To set a public hearing date for October 12, 2020 to consider a Revised Final Site Plan and Design and Special Land Use Permit Amendment at 525 N. Old Woodward to allow expansion of the existing Luxe bistro into the vacant storefront space to the south.
WHEREAS, LUXE BAR AND GRILL filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a bistro in the Downtown Birmingham Overlay District in accordance Article 3, Section 3.04(C)(10) of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the west side of N. Old Woodward, north of Harmon Street;

WHEREAS, The land is zoned O-2, and is located within the Downtown Birmingham Overlay District, which permits the operation of bistros with a Special Land Use Permit Amendment;

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

WHEREAS, The applicant submitted an application for a Special Land Use Permit Amendment and Revised Final Site Plan and Design for LUXE BAR AND GRILL to allow expansion into the vacant storefront to the south;

WHEREAS, The Planning Board on August 26, 2020 reviewed the application for a Special Land Use Permit Amendment and Revised Final Site Plan and Design Review recommended approval of both to the City Commission with the following conditions:

1. The applicant must submit official hours of operation to ensure the outdoor dining area is not open past 12 AM;
2. The applicant provide specification sheets for the planters, outdoor furnishings, paint colors and glazing prior to appearing before the City Commission for review;
3. The applicant comply with the requests of all city departments; and,
4. The applicant be permitted to have six seats at the bar.

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

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that LUXE BAR AND GRILL’s application for a Special Land Use Permit Amendment and Revised Final Site Plan at 525 N. OLD WOODWARD is hereby approved;
BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

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

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

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

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

I, Alexandria Bingham, Acting City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 12, 2020.

Alexandria Bingham
Acting City Clerk
Existing Luxe Exterior Views

Existing Luxe Exterior Materials and Furniture to Match

Existing Luxe Interiors to Match in Spirit and Feel

East Elevation - Proposed

East Elevation - Existing
Midori Planter

$109.99

Size

31 INCH  39 INCH

Color

BLACK  CHARCOAL  ESPRESSO

Quantity  -  1  +
and specifically treated with UV inhibitors to minimize fading. With a Veradek product you can rest assured that you are receiving the perfect balance of design, convenience and durability.

FEATURES

• Frost resistant for colder climates
• Treated with UV inhibitors to avoid fading
• Flexible and impact resistant
• Sturdy yet lightweight - easy to move
• Single wall molded design, made from high-grade polyethylene composite
• Additional drainage holes can be drilled
• Drainage Holes: Yes
• Indoor and Outdoor Use

DIMENSIONS

• Midori 31: 31” W x 9” D x 16” H
• Midori 39: 39.5” W x 13” D x 20” H

Customer Reviews

Based on 3 reviews
Write a review
CONTRACT FOR TRANSFER OF A LIQUOR LICENSE
(ECONOMIC DEVELOPMENT)

This Contract is entered into this ____ day of _________ (month), _______ (year), by and between ___________, whose address is _______________________, (Licensee) and the CITY OF BIRMINGHAM, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

RECITALS:

WHEREAS, Licensee wishes to transfer the location of its liquor license from _________________ to ______________, Birmingham, Michigan (Property); and

WHEREAS, local legislative approval is required by the CITY OF BIRMINGHAM for the transfer of a _______________ liquor license pursuant to MCLA §436.1501 of the Michigan Liquor Control Code of 1998; and

WHEREAS, Licensee desires to enter into this Contract as an inducement to the CITY OF BIRMINGHAM to approve the request of the aforementioned transfer of the liquor license; and,

WHEREAS, the CITY OF BIRMINGHAM is relying upon this Contract in giving its approval to the transfer of the on-premises licenses as described herein.

NOW, THEREFORE, the parties agree as follows:

1. Licensee shall be permitted to transfer the location of its liquor license from _________________ to the Property. Any transfer of the aforementioned license from the Property to any other location in the CITY OF BIRMINGHAM shall require the approval of the Birmingham City Commission in accordance with Section 10-83. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.

2. Licensee does hereby agree that it shall establish as Economic Development, as defined in Birmingham City Code Chapter 126, Zoning, Article 9, section 9.02, at the Property.

3. Licensee further acknowledges that it must secure a Special Land Use Permit for Economic Development as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of the contract entitling the City to exercise any or all of the remedies provided herein.

4. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

5. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.
6. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

7. Licensee agrees that its failure to follow any of the provisions herein shall be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Licensee from operating the Economic Development. Licensee agrees that in addition to the City of Birmingham’s right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

8. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee’s operation of a Economic Development at the Property.

9. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

10. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

11. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

13. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.
IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

By: ____________________________

Its: ____________________________

Date: ________________

CITY OF BIRMINGHAM

By: ____________________________
   , Mayor

Date: ____________________________

By: ____________________________
   , Clerk

Date: ____________________________
The subject site is located at 525 N. Old Woodward, between Harmon Avenue and Vinewood Avenue. The parcel is zoned O-2, Office-Commercial and D-2 in the Downtown Overlay District. The owners of Luxe bistro are requesting approval at this time to expand the existing 31’ Luxe storefront into the 28’ wide vacant retail space to the south for a total of 59’ of frontage. The majority of the current interior at Luxe will remain, and the applicant is proposing to expand the kitchen and cooler area, relocate the host stand, add a new dining counter and several extra tables in the vacant retail space to the south. No additional bar space will be added, nor will the proposed layout exceed the maximum number of 65 seats for a bistro. The applicant has stated that the proposed layout will enhance the functionality of the operation, and will allow for additional spacing between tables. The applicant is required to obtain a recommendation from the Planning Board on the Special Land Use Permit Amendment and Revised Final Site Plan, and then obtain approval from the City Commission.

1.0 Land Use and Zoning

1.1 Existing Land Use – Luxe is currently in operation at 525 N. Old Woodward. The storefront to the south to be used for the proposed expansion is vacant. Land uses surrounding the site are residential, retail, commercial and public property (Booth Park).

1.2 Existing Zoning – The property is currently zoned O-2, Office-Commercial, and D-2 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

1.3 Summary of Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.
2.0 **Bistro Requirements**

Article 9, section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional outdoor seating of no more than 65. Under the existing SLUP, Luxe currently has approval for 54 indoor seats, including 10 at the bar, and has an additional 12 outdoor dining seats (permanent approval, not temporary COVID-19 approved plan). Luxe will continue to have a full service kitchen and offer a classic American menu featuring lunch and dinner.

The plans submitted contain a summary of the interior seating, which totals up to 64 seats split between the bar, high tops, booths, settee’s, and a dining counter. As noted above, Luxe is currently approved with 44 indoor seats plus the maximum of 10 seats at the bar (54 total existing). The proposed plan removes 5 of those bar stools from the existing bar. It would seem as though the applicant is proposing to move forward with only 5 bar seats in the same area where there were previously 10. Although the ordinance requirements are being met in this scenario, it is imperative to reiterate that all bistros must maintain the seat totals and general layouts as depicted in the approved site plans. As far as outdoor seating, the applicant is proposing an increase from 12 to 48 outdoor seats where a maximum of 65 is allowed.

Article 3, section 3.04(C)(10) of the Zoning Ordinance permits bistros in the Overlay District as long as the following conditions are met:

(a) No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
(b) Alcohol is served only to seated patrons, except those standing in a defined bar area;
(c) No dance area is provided;
(d) Only low key entertainment is permitted;
(e) Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
(f) A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1’ and 8’ in height;
(g) All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
(h) Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is
not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.

Although some clarification is needed, the proposed expansion will contain only 5 bar seats where 10 are allowed. No direct connect bar permit will be permitted from this license if it is approved. Alcohol may only be served to seated patrons and those standing in the bar area. Luxe does not currently offer nor propose to offer any dancing or entertainment.

Luxe will continue to have tables located in their existing storefront space lining N. Old Woodward, and also propose to add four new tables in the vacant storefront to the south to provide continuous dining tables along the entire expanded storefront space. The existing Luxe has more than 70% storefront glazing as required, and significant glazing also exists in the vacant storefront to the south. The applicant has provided new glazing calculations that show 72% glazing for the proposed combined space, meeting the requirements of Article 4, Section 4.90 of the Zoning Ordinance.

The applicant will be required to provide a signed copy of the contract with the City that must be fully executed upon approval of the SLUP Amendment and the Revised Final Site Plan and Design Review.

As discussed above, the expansion of Luxe to the south will increase the outdoor dining area from 12 seats to 50 seats, to be situated on the sidewalk directly adjacent to the building, and in the street furnishing zone adjacent to the required 5’ minimum pedestrian path (5.5’ is provided). Luxe is proposing to maintain the existing doors at the north end of storefront to provide access to the outdoor dining area. The current main entry door is proposed to be reused and relocated to the south. The opening of the existing door is proposed to be filled with a new aluminum storefront window in matte black to match the existing windows. The outdoor dining area as proposed provides for safe and efficient pedestrian flow via the required 5’ wide pathway between the proposed seating along the building and the seating proposed in the furnishings zone. The 2016 Plan recommends that this pedestrian way be immediately adjacent to the storefront to allow pedestrians to see into the storefront and to have a consistent and unobstructed walkway. However, the Planning Board has discussed where the location of the pathway should be located (next to the building or closer to the street) and have chosen to review each proposal individually to determine the most logical location based on the current flow of pedestrians.

The expanded outdoor dining area is proposed to be enclosed with 14 black composite Veradek planter boxes, some of which are existing. The applicant has not provided any dimensional specifications for the new planters including the dimensions and planting types proposed. The applicant must provide the dimension specifications for the required planters.

The applicant has indicated that Luxe is currently serving from 11 AM – 1AM every day and 11AM – 12AM on Sunday. The applicant has not indicated separate hours for the outdoor
dining area. **The applicant must provide the hours of operation for the outdoor dining area.**

### 3.0 Screening and Landscaping

3.1 **Screening** – There are no exterior changes shown for mechanical units or venting. However, if any additional mechanical units or venting are required, all changes must be submitted to the Planning Division prior to installation or changes.

3.2 **Landscaping** – The applicant is not proposing to change the existing street tree pattern. As mentioned above, new planters will be added to enclose the outdoor dining area.

### 4.0 Parking, Loading, Access, and Circulation

4.1 **Parking** – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking for the proposed commercial use.

4.2 **Loading** - Loading spaces are not required, nor proposed.

4.3 **Vehicular Access & Circulation** - Vehicular access to the building will not be altered.

4.4 **Pedestrian Access & Circulation** – Pedestrian access to the outdoor café is available directly from the City sidewalk. Under the 2016 Plan, outdoor cafes are encouraged as they create a more pedestrian friendly environment. All outdoor dining areas must maintain a 5 foot minimum width of unobstructed pedestrian access along the storefront in the public right-of-way, however as mentioned above, the Planning Board has determined that each applicant would be reviewed on a case by case basis to determine the existing pedestrian traffic flow. The proposed expanded layout does provide for outdoor seating along the storefront and adjacent to the curb with the required pedestrian path between these areas.

4.5 **Streetscape** – The existing sidewalk is concrete towards the storefront and aggregate between the sidewalk and curb. This sidewalk conforms to the Downtown Birmingham Streetscape Standards. Two street trees and tree wells are located along N. Old Woodward in front of the existing restaurant and the proposed expansion area to the south. The applicant has also proposed a service area that will contain the required trash receptacle and hand sanitizing station just south of the proposed main entrance closer to the street.

### 5.0 Lighting

The three existing gooseneck light fixtures are proposed to remain in their current locations on the front facade of the existing Luxe space. The three gooseneck fixtures on the vacant storefront to the south are to remain, and the applicant proposes to paint these to match the color of the existing Luxe lighting.
6.0 Departmental Reports

6.1 Engineering Department – The Engineering Department has no concerns at this time.

6.2 Department of Public Services – The Department of Public Services has no concerns at this time.

6.2 Fire Department – The Fire Department submitted the following comments:

- The Fire Department has no concerns with this proposed restaurant expansion.
- Floor plans that include proposed occupant load, and egress travel distances will need to be submitted for review and approval.
- Plans will need to be submitted for the commercial kitchen hood suppression system for review and approval.

6.4 Police Department – The Police Department has no concerns at this time.

6.5 Building Department – The Building Department submitted the following comments:

As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- 2015 Michigan Mechanical Code. (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- 2015 Michigan Plumbing Code. (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- 2017 National Electrical Code along with the Michigan Part 8 Rules. (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
Review Comments:

- No code concerns at this time.

7.0 Design Review

The applicant is proposing minor exterior design changes to the vacant storefront to match the finishes to the existing Luxe storefront. All brick, windows, roofing and lighting will remain as is, but the window frames, trim, fascia and light fixtures are proposed to be painted to match the colors used on the existing Luxe storefront. The applicant has stated that they will match the existing paint on the Luxe storefront with Sherwin Williams SW 7020 “Black Fox”. As discussed above, the existing Luxe door and hardware will be relocated to the north to replace the entrance door to the vacant storefront space. The former Luxe entry opening will be filled with a clear glass and aluminum window system in matte black to match the existing Luxe windows. Article 4, Section 4.90 of the Zoning Ordinance requires only clear glazing (80% VLT) on first floor facades. The applicant has not submitted specifications on the newly proposed large glass area that is replacing the existing entryway. **The applicant must submit specifications on the new glazing proposed.**

Outdoor Dining Area

Outdoor cafés must comply with the site plan criteria as required by Article 04, Section 4.42 OD-01, Outdoor Dining Standards. Outdoor cafes are permitted immediately adjacent to the principal use and are subject to site plan review and the following conditions:

1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
2. All outdoor activity must cease at the close of business, or as noted in Subsection 3 below, whichever is earlier.
3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 12:00 a.m., whichever is earlier.
4. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
5. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
6. For outdoor dining located in the public right-of-way:
   a) All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
   b) In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
c) An elevated, ADA compliant, enclosed platform may be erected on the street adjacent to an eating establishment to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.

d) No such facility shall erect or install permanent fixtures in the public right-of-way.

e) Commercial General Liability Insurance must be procured and maintained 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. This coverage shall include an endorsement naming the city, including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members, as an additional insured. This coverage must be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance, and shall include an endorsement providing for a thirty (30) day advance written notice of cancellation or non-renewal to be sent to the city’s Director of Finance.

The applicant is proposing to extend the outdoor seating in front of the existing Luxe storefront to the south along the expanded frontage. The outdoor dining area is proposed to be enclosed with 14 planters. As noted in Section 2.0 of this report, the applicant has not provided any specifications for the proposed planters nor details on the plantings at this time. The required 5’ pedestrian pathway is provided along the public sidewalk.

The applicant has provided a service station that contains a trash receptacle and hand sanitizing area. The applicant has indicated that Luxe served from 11 AM – 1 AM everyday but Sunday. **The proposed outdoor dining area is immediately adjacent to multi-family zoned property, and therefore must cease operation by 12 midnight or at the close of business, whichever is earlier. The applicant must provide official indoor and outdoor hours of operation for the restaurant.**

The applicant has proposed the new furniture that will match the existing tables and chairs. The chairs are proposed as black powder coated Gar “Bayhead” with woven resin seat and back and the tables as Gar “Antoinette” black metal. Seven new four top rectangular tables are proposed, along with three new round two top tables, as well as an additional 38 chairs.

No umbrellas are proposed at this time for the outdoor dining area.

**The applicant will be required to enter into a revised license agreement with the City for use of the public right-of-way, and to provide the required insurance. Liquor liability insurance will also be required for the service of liquor in the right-of-way.**

Signage
The applicant is permitted to have a total of 59 square feet of signage, based on the expanded frontage proposed for Luxe. They are proposing to install three name letter signs on an existing canopy with a 12” high valence. The proposed name letter signs total 4.75 sq. ft. in area, with the signage broken down as follows:

- “Bar” 1 ft. in length by 0.5 ft. in height;
- “Luxe” 3.5 ft. in length by 10 in. in height; and
- “Grill” 1.5 ft. in length by 0.5 ft. in height.

In accordance with the new canopy sign regulations in Article 2, Table B of the Sign Ordinance, canopy signs are permitted if the height of the valence is 18” or less, and if no more than 33% of the canopy valence is occupied by the signage. The applicant meets both of these requirements. The dimensional letters are proposed to be constructed of polished stainless steel. No other signage is proposed.

8.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-2 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. Specifically, the 2016 Plan recommends the addition of outdoor dining areas in the public right-of-way as it is in the public’s best interest as it enhances street life, thus promoting a pedestrian friendly environment. The 2016 Plan also recommends that the 5’ clear pedestrian passage be provided against the storefronts to ensure that merchants can display and sell their products and so as not to distort the flow of pedestrians. The applicant’s proposal to provide an outdoor dining area adjacent to the storefront is not consistent with the recommendations contained in the 2016 Plan, but the Planning Board has determined to review each proposal on a case by case basis and to base decisions on how current pedestrian traffic flows.

Salvatore Scaloppini, the bistro located just south of Luxe, also has outdoor dining located directly next to the building and in the street furnishing zone, thus creating a consistent streetscape and pedestrian walking path.

9.0 Approval Criteria for Final Site Plan

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

(1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.

(2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
(3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.

(4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.

(5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.

(6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

10.0 Approval Criteria for Special Land Use Permits

Article 07, section 7.34 of the Zoning Ordinance specifies the procedures and approval criteria for Special Land Use Permits. Use approval, site plan approval, and design review are the responsibilities of the City Commission. This section reads, in part:

Prior to its consideration of a special land use application (SLUP) for an initial permit or an amendment to a permit, the **City Commission shall refer the site plan and the design to the Planning Board for its review and recommendation. After receiving the recommendation, the City Commission shall review the site plan and design of the buildings and uses proposed for the site described in the application of amendment.**

The City Commission’s approval of any special land use application or amendment pursuant to this section shall constitute approval of the site plan and design.

11.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division suggests that the Planning Board recommend **APPROVAL** of the applicant’s request for a Revised Final Site Plan and Design Review for Luxe at 525 N. Old Woodward to the City Commission with the following conditions:

1. The applicant must submit official hours of operation to ensure the outdoor dining area is not open past 12 AM;
2. The applicant provide specification sheets for the planters, outdoor furnishings, paint colors and glazing prior to appearing before the City Commission for review;
3. The applicant execute a revised contract with the City of Birmingham; and
4. The applicant comply with the requests of all city departments.

12.0 Sample Motion Language
Based on a review of the site plans submitted, the Planning Board recommends **APPROVAL** to the City Commission of the applicant’s request for Revised Final Site Plan and Design Review to expand Luxe bistro into the storefront space to the south with the following conditions:

(1) The applicant must submit official hours of operation to ensure the outdoor dining area is not open past 12 AM;
(2) The applicant provide specification sheets for the planters, outdoor furnishings, paint colors and glazing prior to appearing before the City Commission for review;
(3) The applicant execute a revised contract with the City of Birmingham; and
(4) The applicant comply with the requests of all city departments.

OR

Motion to recommend **DENIAL** of the Revised Final Site Plan and Design Review to the City Commission for 525 N. Old Woodward, Luxe, for the following reasons:

1. __________________________________________________________________________
2. __________________________________________________________________________
3. __________________________________________________________________________

OR

Motion to recommend **POSTPONEMENT** of the Revised Final Site Plan and Design Review for 525 N. Old Woodward, Luxe, with the following conditions:

1. __________________________________________________________________________
2. __________________________________________________________________________
3. __________________________________________________________________________

AND

Motion to recommend **APPROVAL** to the City Commission for a SLUP Amendment to allow Luxe bistro at 525 N. Old Woodward to expand into the storefront to the south with the following conditions:

(1) The applicant must submit official hours of operation to ensure the outdoor dining area is not open past 12 AM;
(2) The applicant provide specification sheets for the planters, outdoor furnishings, paint colors and glazing prior to appearing before the City Commission for review;
(3) The applicant execute a revised contract with the City of Birmingham; and
(4) The applicant comply with the requests of all city departments.

OR
Motion to recommend **DENIAL** of the Revised Final Site Plan and Design Review to the City Commission for 525 N. Old Woodward, Luxe, for the following reasons:

1. 
2. 
3. 

OR

Motion to recommend **POSTPONEMENT** of the Revised Final Site Plan and Design Review for 525 N. Old Woodward, Luxe, with the following conditions:

1. 
2. 
3. 
Special Land Use Permit Application – Economic Development License
Planning Division

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

1. Applicant
   Name: Larry Bongiovanni
   Address: 525 N. OLD WOODWARD AVE
   Phone Number: 248-672-8205
   Fax Number: 248-672-1723
   Email address: SALTROPBJ@GLOBAL.NET

2. Property Owner
   Name: Masterpiece Investments
   Address: 30777 NORTHWESTERN HWY
   Farmington Hills, MI 48334
   Phone Number: 248-681-5400
   Fax Number: 248-681-4834
   Email address: KORI.PERNOFF@PEACOCK.COM

3. Applicant’s Attorney/Contact Person
   Name: Roman Bonslayski
   Address: 275 E. FRANK ST.
   Phone Number: 248-723-5790
   Fax Number: 248-723-5795
   Email address: ROMAN@RONANDROMAN.COM

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

6. Project Information
   Address/Location of the property: 525 N. OLD WOODWARD
   Name of development: USE biomass at 525 N. OLD WOODWARD
   Sidwell #: 1925-321-031
   Current Use: Bistro at 525 N. OLD WOODWARD
   Proposed Use: Bistro at 523
   Area of Site in Acres: 1.35
   Current zoning: Old Town with Downtown Overlay
   Is the property located in the floodplain?
   Name of Historic District Site is Located in:
   Date of Historic District Commission Approval:
   Date of Application for Preliminary Site Plan:
   Date of Preliminary Site Plan Approval:
   Date of Application for Final Site Plan:
   Date of Final Site Plan Approval:
   Date of Application for Revised Final Site Plan:
   Date of Revised Final Site Plan Approval:
   Date of Design Review Board Approval:
   Is there a current SLUP in effect for this site? YES
   Date of Application for SLUP:
   Date of SLUP Approval:
   Date of Last SLUP Amendment:
7. Details of the Proposed Development

Restaurant area and adding cookline with hood into adjacent space. Old wood panels, relocating entry for luxe to the adjacent tenants space. Adding front high top dining into former exehor entry niche. Open existing wall between two tenancies at front for public and rear for kitchen service. Small dinning area expanded into the adjacent space from luxe. Seating and counter height. Dining with soap and salad preparation behind counter. New hostess area expanded carry out capacity. Face to be extension of existing materials. Colors of luxe. Public to remain all wood trim, facia and windows painted to match.

8. Buildings and Structures

Number of Buildings on Site: 2
Height of Buildings & # of Stories: 1 story no increase 18'0"

Use of Buildings: Bistro & Mercatile = Both Bistro

Height of Rooftop Mechanical Equipment: 18'0"

9. Floor Use and Area (in Square Feet)

Structures:
- Restaurant Space: 3520
- Office Space: 0
- Retail Space: 0

Number of Residential Units: 0
Rental or Condominium? 0
Total Floor Area: 3520

10. Proposed Restaurant Operation

- Number of Indoor Seats:
- Number of Outdoor Seats: No
- Entertainment Proposed: No
- Previous LCC Complaints? No
- Number of Tables along Street Facade: American
- Type of Cuisine:

11. Proposed Setbacks

- Required Front Setback:
- Required Rear Setback:
- Required Total Side Setback:

12. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): Sidewalk Right of Way
Hours of Operation: 11am - 1am
Width of unobstructed sidewalk between door and cafe? (5 ft. required):
Platform Proposed: 
Trash Receptacles:

13. Required and Proposed Parking

Required number of parking spaces: Downtown Overlay
Location of parking on site:
Screenwall material:

14. Landscaping

Location of landscape areas:
15. Streetscape
Sidewalk width: 5'-0" CLEAR
Number of benches: __________
Number of planters: __________
Number of existing street trees: __________
Number of proposed street trees: __________
Streetscape plan submitted?

Description of benches or planters: PLANTER SIMILAR TO EXISTING
Species of existing trees: __________
Species of proposed trees: NO NEW TREES

16. Loading
Required number of loading spaces: __________
Typical angle of loading spaces: __________
Screenwall material: __________
Location of loading spaces on site: __________

Proposed number of loading spaces: __________
Typical size of loading spaces: __________
Height of screenwall: __________
Typical time loading spaces are used: __________

17. Exterior Waste Receptacles
Required number of waste receptacles: __________
Location of waste receptacles: ALLEY
Screenwall material: __________

Proposed number of waste receptacles: __________
Size of waste receptacles: __________
Height of screenwall: __________

18. Mechanical Equipment
Utilities and Transformers:
Number of ground mounted transformers: __________
Size of transformers (L•W•H): __________
Number of utility easements: __________
Screenwall material: __________

Ground Mounted Mechanical Equipment:
Number of ground mounted units: __________
Size of ground mounted units (L•W•H): __________
Screenwall material: __________

Location of all utilities & easements: __________
Height of screenwall: __________
Location of all ground mounted units: __________
Height of screenwall: __________

Rooftop Mechanical Equipment:
Number of rooftop units: __________
Type of rooftop units: __________
Screenwall material: __________
Location of screenwall: __________

Location of all rooftop units: __________
Size of rooftop units (L•W•H): __________
Percentage of rooftop covered by mechanical units: __________
Height of screenwall: __________
Distance from rooftop units to all screenwalls: __________

19. Accessory Buildings
Number of accessory buildings: __________
Location of accessory buildings: __________

Size of accessory buildings: __________
Height of accessory buildings: __________

20. Building Lighting
Number of light standards on building: __________
Size of light fixtures (L•W•H): __________
Maximum wattage per fixture: __________
Light level at each property line: __________

Type of light standards on building: __________
Height from grade: __________
Proposed wattage per fixture: __________

21. Site Lighting
Number of light fixtures: __________
Size of light fixtures (L•W•H): __________
Maximum wattage per fixture: __________
Light level at each property line: __________

Type of light fixtures: __________
Height from grade: __________
Proposed wattage per fixture: __________
Holiday tree lighting receptacles: __________

22. Adjacent Properties
Number of properties within 200 ft.: __________
Property #1
Number of buildings on site:________________
Zoning district:________________
Use type:________________
Square footage of principal building:________________
Square footage of accessory buildings:________________
Number of parking spaces:________________

Property Description:________________

North, south, east or west of property?________________

Property #2
Number of buildings on site:________________
Zoning district:________________
Use type:________________
Square footage of principal building:________________
Square footage of accessory buildings:________________
Number of parking spaces:________________

Property Description:________________

North, south, east or west of property?________________

Property #3
Number of buildings on site:________________
Zoning district:________________
Use type:________________
Square footage of principal building:________________
Square footage of accessory buildings:________________
Number of parking spaces:________________

Property Description:________________

North, south, east or west of property?________________

Property #4
Number of buildings on site:________________
Zoning district:________________
Use type:________________
Square footage of principal building:________________
Square footage of accessory buildings:________________
Number of parking spaces:________________

Property Description:________________

North, south, east or west of property?________________

Property #5
Number of buildings on site:________________
Zoning district:________________
Use type:________________
Square footage of principal building:________________
Square footage of accessory buildings:________________
Number of parking spaces:________________

Property Description:________________

North, south, east or west of property?________________

Property #6
Number of buildings on site:________________
Zoning district:________________
Use type:________________
Square footage of principal building:________________
Square footage of accessory buildings:________________
Number of parking spaces:________________

Property Description:________________

North, south, east or west of property?________________
The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and/or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

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

Signature of Owner: Matthew Jonna
Print Name: Matthew Jonna
Date: 08.05.2020

Signature of Applicant: Larry Bongiovanni
Print Name: Larry Bongiovanni
Date: 08.05.2020

Signature of Architect: Roman Bonislawski
Print Name: Roman Bonislawski
Date: 08.05.2020

Office Use Only

Application #: Date Received: Fee:
Date of Approval: Date of Denial: Accepted by:
SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: ______________________________ Case #: __________________ Date: __________________
Address: ______________________________ Project: __________________

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24” x 36”, and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit
A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1” = 100’ (unless the drawing will not fit on one 24” X 36” sheet) and shall include:

☐ 1. Name and address of applicant and proof of ownership;
☐ 2. Name of Development (if applicable);
☐ 3. Address of site and legal description of the real estate;
☐ 4. Name and address of the land surveyor;
☐ 5. Legend and notes, including a graphic scale, north point, and date;
☐ 6. A separate location map;
☐ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
☐ 8. Aerial photographs of the subject site and surrounding properties;
☐ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
☐ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject sites property lines;
☐ 11. Interior floor plans;
☐ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission (“HDC”);
13. Existing and proposed layout of streets, open space and other basic elements of the plan;

14. Existing and proposed utilities and easements and their purpose;

15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;

16. General description, location, and types of structures on site;

17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;

18. Details of existing or proposed lighting, signage and other pertinent development features;

19. Elevation drawings showing proposed design;

20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;

21. Location of all exterior lighting fixtures;

22. A Photometric Plan depicting proposed illuminance levels at all property lines;

23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and

24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

25. Color elevation drawings showing the proposed design for each façade of the building;

26. List of all materials to be used for the building, marked on the elevation drawings;

27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;

28. Details of existing or proposed lighting, signage and other pertinent development features;

29. A list of any requested design changes;

30. Itemized list and specification sheets of all materials, light fixtures and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;

31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and

32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.
Notice Signs - Rental Application
Community Development

1. Applicant
Name: LAWRENCE BONGIANNI
Address: 523 N. OLD WOODWARD
Phone Number: 248-867-0305
Fax Number: 248-641-1733
Email address: SALSCAL@SBCGLOBAL.NET

2. Project Information
Address/Location of Property: 525 N. OLD WOODWARD
Name of Development: LUKE MARY J. MILL
Area in Acres: 0.05
Name of Historic District site is in, if any: 
Current Use: RESTAURANT AT 525
Current Zoning: D2 WITH DOWNTOWN OVERLAY D2

3. Date of Board Review
Board of Building Trades Appeals: 
City Commission: 
Historic District Commission: 
Planning Board: 
Board of Zoning Appeals: 
Design Review Board: 
Housing Board of Appeals:

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: [Signature]
Date: 8/5/2020

Office Use Only
Application #: 
Date Received: 
Fee: 
Date of Approval: 
Date of Denial: Reviewed by:
Existing Luxe Exterior Views

Existing Luxe Exterior Materials and Furniture to Match

Existing Luxe Interior to Match in Spirit and Feel

East Elevation - Proposed

East Elevation - Existing
Jana, Brooks, and Nick,

Attached Please find revised drawings that address Jana’s comments 1-5.

Below is a brief statement from Larry and Kara Bongiovanni addressing item 6.

Application will be dropped off by Larry Bongiovanni.

Thanks for considering changes to Luxe current SLUP agreement. We are pleased that you will contemplate adjustments to our footprint, and our ability to meet Birmingham guests needs.

Our thought is to improve our operation by creating better work spaces, improved take out capability, and more acceptable social spacing as made necessary by the virus.

We are proposing moving portions of the kitchen to create more space for staff to work in as well as meet the growing carry out demand. Additionally, using this exhibition area to serve as a dining / lunch counter.

Menu changes will be limited. Expansion of Salad offerings, we will experiment with an idea revolving around the great comfort food, The GRILLED CHEESE Sandwich.

We are currently serving from 11-1a every day except Sunday. We may try to open a little earlier with our addition.

Our hope is to further serve our loyal guests in a manner that they feel safe, one in which allows our staff to have confidence and the environment to be successful.

Thanks again

Kara and Larry Bongiovanni
Jana, Nick, and Brooks,

Attached please find a revised Elevation sheet A201 that addresses the preliminary report:

1. “Luxe” letters are 10” tall, and new pinned off letters are called out as “polished stainless steel”, and are no longer extending above the top of the steel canopy.

2. Café Chairs and tables are identified as GAR products (under the photos).

3. Café rectangular planters are identified as Black Composite Veradek planters, others are painted cast stone decorative urns.

4. Paint color is identified as Sherwin Williams SW 7020 “Black Fox”.

5. Valance fabric is identified as Sunbrella “Parchment” and “Slate”

Please see below for revised comments from the Bongiovanni’s clarifying their hours of operation:

Thanks for considering changes to Luxe current SLUP agreement. We are pleased that you will contemplate adjustments to our footprint, and our ability to meet Birmingham guests needs. Our thought is to improve our operation by creating better work spaces, improved take out capability, and more acceptable social spacing as made necessary by the virus. We are proposing moving portions of the kitchen to create more space for staff to work in as well as meet the growing carry out demand. Additionally, using this exhibition area to serve as a dining / lunch counter. Menu changes will be limited. Expansion of Salad offerings, we will experiment with an idea revolving around the great comfort food, The GRILLED CHEESE Sandwich. We are currently open from 11am -1am every day except Sunday hours of 11am to 12 am. We may try to open a little earlier with our addition. Our hope is to further serve our loyal guests in a manner that they feel safe, one in which allows our staff to have confidence and the environment to be successful.

Thanks again,

Kara and Larry Bongiovanni
G. Special Land Use Permit Amendment and Final Site Plan & Design Review

1. 525 N. Old Woodward, Luxe Bistro – Request for Special Land Use Permit Amendment to expand the existing restaurant into the storefront space to the south.

2. 525 N. Old Woodward, Luxe Bistro – Request for Revised Final Site Plan Review to expand the existing restaurant into the storefront space to the south.

Planning Director Ecker summarized the proposed Special Land Use Permit (SLUP) Amendment and the Final Site Plan and Design Review. In reply to Chairman Clein, she confirmed that condition three of the proposed motion language could be removed as the applicant submitted the revised contract just prior to the present meeting. She said that for condition two of the proposed motion language the applicant had submitted the colors and glazing specs, but had not yet submitted the spec sheets for the planters and outdoor furnishings.

Joseph, Carrie, and Larry Bongiovanni, owners, Roman Bonislawski, architect, and Darrell Dinges, architect, were present on behalf of the applicant. Of the owners, only Joseph Bongiovanni spoke on behalf of the request.

Mr. Bongiovanni said part of the changes proposed were to allow for more social distancing within the restaurant and to better facilitate carryout service in light of the Covid-19 pandemic.

Kshama Jay spoke as a neighbor of Luxe. She said that she has been pleased to live next to Luxe in general and is a regular patron of their carryout services. Ms. Jay said her concerns were that parking was becoming congested by restaurant patrons and that there has been an accumulation of litter and cigarette butts in front of and adjacent to Luxe. She asked what the owners would be doing to remedy the issues.

Mr. Bongiovanni said that the Park-n-Fly model has reduced the strain on parking and decreases the opportunity to litter. He said that anything the City can do to encourage Park-n-Fly as an option would yield further benefits. He also said that he took responsibility as the owner of Luxe and would make sure that Luxe staff pay more attention to litter generated by restaurant customers.

Chairman Clein asked Mr. Bongiovanni for a confirmation that he would take appropriate action to reduce litter and cigarette butts outside Luxe. He emphasized the importance of being respectful to neighbors as a business in a residential area.

Mr. Bongiovanni confirmed he would.

Mr. Emerine noted that the applicant was allowed 65 seats but was only asking for 64. He said it might be worthwhile for the Board to consider allowing the 65th seat to be at the bar if the applicant wanted that option.
Mr. Bongiovanni said the lack of the 65th seat was an oversight and not intentional.

Mr. Williams said he would be in favor of allowing an additional seat at the bar. He also commended the Bongiovanni family for the commercial vibrancy they have added via their joint ventures to the north end of Birmingham.

Mr. Boyle echoed Mr. Williams’ commendation of the Bongiovanni family and noted that their establishments gave Birmingham a model of what bistros could look like.

**Motion by Mr. Boyle**
**Seconded by Mr. Jeffares to recommend approval to the City Commission for a SLUP Amendment to allow Luxe bistro at 525 N. Old Woodward to expand into the storefront to the south with the following conditions:**
(1) The applicant must submit official hours of operation to ensure the outdoor dining area is not open past 12 AM;
(2) The applicant provide specification sheets for the planters, outdoor furnishings, paint colors and glazing prior to appearing before the City Commission for review;
(3) The applicant comply with the requests of all city departments; and,
(4) The applicant be permitted to have six seats at the bar.

Motion carried, 7-0.

**ROLL CALL VOTE**
Yeas: Boyle, Jeffares, Williams, Share, Whipple-Boyce, Koseck, Clein
Nays: None

**Motion by Mr. Boyle**
**Seconded by Mr. Williams to recommend approval to the City Commission for the revised final site plan and design review to allow Luxe bistro at 525 N. Old Woodward to expand into the storefront to the south with the following conditions:**
(1) The applicant must submit official hours of operation to ensure the outdoor dining area is not open past 12 AM;
(2) The applicant provide specification sheets for the planters, outdoor furnishings, paint colors and glazing prior to appearing before the City Commission for review; and,
(3) The applicant comply with the requests of all city departments; and,
(4) The applicant be permitted to have six seats at the bar.

Motion carried, 7-0.

**ROLL CALL VOTE**
Yeas: Boyle, Williams, Jeffares, Share, Whipple-Boyce, Koseck, Clein
Nays: None

Chairman Clein reminded Mr. Bongiovanni to take neighbors’ comments to heart, noting that successful businesses in the City hinge in part on good relationships with their neighbors.
DATE:         September 9, 2020
TO:           Joseph A. Valentine, City Manager
FROM:         Alexandria Bingham, City Clerk
SUBJECT:      Special Event - 2020 Winter Markt

INTRODUCTION:
The Birmingham Shopping District has submitted a Special Event application to hold
the 2020 Winter Markt event on December 4-6, 2020 in Shain Park and on the
surrounding streets. Set-up for the event is scheduled for Monday, November 30 –
December 4. Set up will begin in Shain Park, Monday through Friday. On Thursday
street closures will begin at noon.

Winter Markt hours of operation will be:
- Friday, December 4  4:00 p.m. – 9:00 p.m.
- Saturday, December 5 10:00 a.m. – 9:00 p.m.
- Sunday, December 6  10:00 a.m. – 4:00 p.m.

Tear-down will happen on December 6 from 4:00 p.m. – 9:00 p.m. and December 7
(if needed) from 8:00 a.m. – 9:00 p.m.

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

The Winter Markt and Santa House with Carriage Rides are the only two events
scheduled in Birmingham in December. Both events are hosted by the Birmingham
Shopping District and are intended to run concurrently.

BSD has not finalized their COVID-19 response plan, but are exploring many
different options to ensure it follows the executive orders.

The City will review the event with the BSD no later than October 15, 2020 to
conclude if the event can proceed safely.

LEGAL REVIEW:
n/a
FISCAL IMPACT:
n/a

SUMMARY
The City Commission is being asked to approve a special event permit for the 2020 Winter Markt to be held December 4 – 6, 2020. Set up will begin in Shain Park, Monday through Friday, November 30 - December 4, and on Thursday, December 3, street closures will begin at noon. Tear down will occur on the last day of the event, December 6 from 4:00 – 9:00 p.m and December 7 (if needed) from 8:00 a.m. – 9:00 p.m.

ATTACHMENTS:
1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on August 28, 2020. Notification addresses are on file in the Clerk’s Office
3. Event site map
4. Certificate of Insurance
5. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:
To approve a special event permit as requested by the Birmingham Shopping District to hold the 2020 Winter Markt Friday, December 4 – Sunday, December 6, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.
CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

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

Police Department acknowledgement: [Signature]

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 28, 2020

Name of Event: Birmingham Winter Markt

Detailed Description of Event (attach additional sheet if necessary):
A charming German style holiday market for everyone

Location: Merrill St., Bates St., Henrietta St., and Shain Park

Date(s) of Event Dec. 4-6, Hours of Event 4-9pm, 10am-9pm, 10am-4pm
Date(s) of Set-up Nov. 30 - Dec. 4, Hours of Set-up
Shain Park: M-W 9am-8pm, Street closure: Th. 12pm

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

Date(s) of Tear-down Dec. 6 and Dec. 7 (if needed), Hours of Tear-down 12/6: 4-9pm, 12/7 8 a.m.-9 p.m.

Organization Sponsoring Event: Birmingham Shopping District

Organization Address: 151 Martin St. Birmingham, MI 48009

Organization Phone: 248-530-1200

Contact Person: Jaimi Brook

Contact Phone: 248-530-1254

Contact Email: jbrook@bhamgov.org
II. **EVENT INFORMATION**

1. Organization Type: City
   
   (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.) TBD

3. Is the event a fundraiser? YES □ NO □

   List beneficiary ____________________________

   List expected income ____________________________

   Attach information about the beneficiary.

4. First time event in Birmingham? YES □ NO □

   If no, describe This is an annual event

5. Total number of people expected to attend per day 4,000

6. The event will be held on the following City property: (Please list)

   - Street(s) Merrill between Bates & Chester and Bates between Merrill & Martin
     Henrietta between Merrill & Martin
   - Sidewalk(s) ____________________________
   - Park(s) Shain Park ____________________________

7. Will street closures be required? YES □ NO □

   (Police Department acknowledgement prior to submission of application is required) (initial here)_________

8. What parking arrangements will be necessary to accommodate attendance? Free parking in the Chester and Pierce structures for the tree lighting on 12/4 only.
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 BSD staff will be on-site during event.

________________________________________________________________________

10. Will the event require safety personnel (police, fire, paramedics)?  YES □ NO □  
(Police Department acknowledgement prior to submission of application is required.) (initial here) __________
Describe On call status.

________________________________________________________________________

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  X Recorded  X Loudspeakers  
Time music will begin _______ through out the event _______
Time music will end ___ 9pm on Friday/Saturday and 4pm on Sunday ______
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 2-4  
Size of signs/banners A-frame signs  
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)

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>GOODS TO BE SOLD</th>
<th>WATER HOOK-UP REQUIRED?</th>
<th>ELECTRIC REQUIRED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 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)*

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>QUANTITY</th>
<th>COST</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Picnic Tables</td>
<td></td>
<td>6 for $500.00</td>
<td>A request for more than six tables will be evaluated based on availability.</td>
</tr>
<tr>
<td>Trash Receptacles</td>
<td>20</td>
<td>$6.00 each includes 1 bag.</td>
<td>Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.</td>
</tr>
<tr>
<td>Dumpsters</td>
<td>BSD will provide</td>
<td>$350.00 per dumpster per day.</td>
<td>Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.</td>
</tr>
<tr>
<td>Utilities (electric)</td>
<td># of vendors requiring utilities</td>
<td>Varies</td>
<td>Charges according to final requirements of event.</td>
</tr>
<tr>
<td>Water/Fire Hydrant</td>
<td></td>
<td>$224.75 per hydrant.</td>
<td>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.</td>
</tr>
<tr>
<td>Audio System</td>
<td></td>
<td>$200.00 per day</td>
<td>Must meet with City representative.</td>
</tr>
<tr>
<td>Meter Bags / Traffic Cones / Barricades</td>
<td># to be determined by the Police Department.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>QUANTITY</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tents/Canopies/Awnings</td>
<td>approx. 50</td>
<td>various</td>
</tr>
<tr>
<td>(A permit is required for tents over 120 sq ft)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portable Toilets</td>
<td>4-6</td>
<td></td>
</tr>
<tr>
<td>Rides</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Displays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendors</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Temporary Structure (must attach a photo)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (describe)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME  Birmingham Winter Markt  
EVENT DATE  12/4-12/6, 2020  

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

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

署名  08/28/20

Signature  Date

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

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission.  (Sample letter attached to this application.)

- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk’s Office. The letter must be distributed at least two weeks prior to the Commission meeting.

- A copy of the letter and the distribution list must be submitted to the Clerk’s Office at least two weeks prior to the Commission meeting.

- If street closures are necessary, a map must be included with the letter to the affected property/business owners.
The Birmingham Shopping District continues to monitor the COVID-19 pandemic and the pertinent executive orders that outline guidelines for hosting outdoor events in our region. To ensure the BSD is in compliance with the city’s requirement that event applications are turned in 90 days in advance, the BSD is submitting an application for the Birmingham Winter Markt. However, the BSD anticipates that we will not be able to hold the event in its traditional format. The BSD has not finalized our contingency plan; however, we are exploring many different options. This could include limiting the number of vendors we accept, using snow fencing to enclose the event area with limited, designated entrances and exits which would allow us to limit the number of attendees at any one time, and issuing tickets so that attendees are given specific times to attend the event. We would have sanitizer, disinfecting spray, facemasks, and gloves available for anyone who might need them (visitors, volunteers, vendors, staff, etc.).

Furthermore, if the BSD is not able to do a walkable market, our group discussed the possibility of implementing a drive-through format to offer larger holiday items such as holiday trees and decorations (this would be similar to the current farmers market format).

Last, the BSD, along with the city, is also considering hosting a virtual tree lighting ceremony to mitigate large crowds gathering in Shain Park.

In order for the BSD to produce the high-quality event that Birmingham is accustomed to, the BSD will need to make a final decision on how to proceed no later than October 15, 2020.
NOTIFICATION

For questions on day of event contact BSD Operations & Events Manager, Jennifer Book at 248-302-5518

PHONE: 248-302-1200
ADDRESS: 151 Main Street
EARN ORGANIZER: Birmingham Shopping District

For questions on day of event contact BSD Operations & Events Manager, Jennifer Book at 248-302-5518

PHONE: 248-302-1200
ADDRESS: 151 Main Street
EARN ORGANIZER: Birmingham Shopping District

DATE & TIME OF CITY COMMISSION MEETING:

\( \text{Monday, September 14, 2020 from 7:00 am to 9:00 pm} \)

DATES & TIMES:

\( \begin{align*}
(\text{7)\ S\ Time} & : \text{S\ Time} \\
(\text{8)\ End} & : \text{End} \\
\end{align*} \)

LOCATION:

\( \text{(Location\ name\ for\ map)} \)

NAME OF EVENT:

\( \text{(Name\ of\ event\ for\ map)} \)

TO:

\( \text{Property/business\ owner} \)

August 26, 2020

NOTIFICATION

For questions on day of event contact BSD Operations & Events Manager, Jennifer Book at 248-302-5518

PHONE: 248-302-1200
ADDRESS: 151 Main Street
EARN ORGANIZER: Birmingham Shopping District

For questions on day of event contact BSD Operations & Events Manager, Jennifer Book at 248-302-5518

PHONE: 248-302-1200
ADDRESS: 151 Main Street
EARN ORGANIZER: Birmingham Shopping District

DATE & TIME OF CITY COMMISSION MEETING:

\( \text{Monday, September 14, 2020 from 7:00 am to 9:00 pm} \)

DATES & TIMES:

\( \begin{align*}
(\text{7)\ S\ Time} & : \text{S\ Time} \\
(\text{8)\ End} & : \text{End} \\
\end{align*} \)

LOCATION:

\( \text{(Location\ name\ for\ map)} \)

NAME OF EVENT:

\( \text{(Name\ of\ event\ for\ map)} \)

TO:

\( \text{Property/business\ owner} \)

August 26, 2020
CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRIS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**
City of Birmingham
151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

**Coverage Afforded:**
Michigan Municipal League Liability and Property Pool
1875 Green Road
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Contract Number</th>
<th>Expiration Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>MML001444019</td>
<td>7/1/2021</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:**
Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

**Cancellation:** Should any of the above described coverages be canceled before the expiration date hereof, the administrator will endeavor to mail 30 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 5/23/2020
By: ____________________________
Authorized Representative

VML.1(11/99)
# DEPARTMENT APPROVALS

**EVENT NAME:** WINTER MRKT  
**LICENSE NUMBER #20-00011868**  
**COMMISSION HEARING DATE:** SEPT. 12, 2020  
**DATE OF EVENT:** DEC 4-7, 2020

**NOTE TO STAFF:** Please submit approval by **SEPT. 8, 2020**

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>APPROVED</th>
<th>COMMENTS</th>
<th>PERMITS REQUIRED</th>
<th>ESTIMATED COSTS</th>
<th>ACTUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANNING</td>
<td>TBC</td>
<td>No Cost / No Comment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUILDING</td>
<td>MJ M</td>
<td>The application indicates that approximately 50 tents of various sizes will be utilized. Some tents and/or temporary structures will require permits depending on their individual size or aggregate area. A detailed layout of the proposed tents that includes size and location will be required to determine code compliance and necessary permits. The applicant should be instructed to produce a plan and meet with the Assistant Building Official and Fire Marshal to fine tune the layout and discuss the necessary permits</td>
<td></td>
<td>Tents over 200 sqft.</td>
<td>$221.48</td>
</tr>
<tr>
<td>FIRE</td>
<td>JMC</td>
<td>Approved pending current Governor’s orders and social distancing requirements.</td>
<td></td>
<td></td>
<td>$45</td>
</tr>
<tr>
<td>POLICE</td>
<td>SG</td>
<td>On duty personnel to provide extra patrol. Temporary liquor license required from the LCC with City Commission and Chief of Police approval. Placement of signs indicating alcoholic</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

**DEPARTMENT APPROVALS**
beverages must remain within the closed area where beverages are being served. Must have personnel to monitor the entrance/exit area to ensure no alcoholic beverages are removed from the closed area.

<table>
<thead>
<tr>
<th>PUBLIC SERVICES 101-000.000-634.0002 248.530.1642</th>
<th>Carrie Laird 9/3/20</th>
<th>Costs include: barricade placement and removal, sign/banner placement and removal, set up and clean-up costs. A hydrant permit must be obtained and event will be charged for water usage.</th>
<th>$5,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENGINEERING 101-000.000.634.0002 248.530.1839</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SP+ PARKING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSURANCE 248.530.1807</td>
<td>CA APPROVED</td>
<td>None</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>CLERK 101-000.000-614.0000 248.530.1803</td>
<td>Notification letters mailed by applicant on 8/28/2020. Notification addresses on file in the Clerk’s Office. Evidence of required insurance must be on file with the Clerk’s Office no later than 11/19/2020</td>
<td>Applications for vendors license must be submitted no later than 11/19/2020.</td>
<td>$165 pd</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL DEPOSIT REQUIRED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ACTUAL COST</td>
</tr>
</tbody>
</table>

FOR CLERK’S OFFICE USE
Deposit paid ______________
Actual Cost ______________
INTRODUCTION:
The Birmingham Shopping District has submitted a Special Event application to hold the 2020 Santa House event beginning week-ends on November 28th through December 24th during various hours. Set-up for the event is to be coordinated with DPS during the week of November 9th. Tear-down is scheduled to begin the week of January 6, 2020 and will be coordinated with DPS.

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

The Winter Markt and Santa House are the only two events scheduled in Birmingham in December. Both events are hosted by the Birmingham Shopping District and are intended to run concurrently.

In addition to welcoming Santa on Saturday, November 28, merchants will be offering specials and incentives to encourage shoppers to shop local for Small Business Saturday. The BSD will have a presence on the sidewalk at the southwest corner of Maple and Old Woodward and will be offering Holiday Birmingham Bonus Bucks.

BSD has also included a COVID-19 response plan. Families will now have to schedule appointments, visits will be held outside of the Santa House, and waiting families will remain on ground level in front of Santa House approximately 10 feet away. Volunteers will use contactless strategies to allow patrons to acquire pictures and personal protective equipment will be provided.

The City will review the event with the BSD no later than October 15, 2020 to conclude if the event can proceed safely.

LEGAL REVIEW:
n/a
FISCAL IMPACT:
    n/a

SUMMARY
    The City Commission is being asked to approve the 2020 Santa House to begin the
weekend of November 28th with set-up to begin the week of November 9th. Tear-
down is scheduled to begin during the week of January 6, 2020.

ATTACHMENTS:
    1. Special Event application
    2. COVID-19 Response Plan
    3. Notification letter with map of event area distributed to residents/businesses
       within 300 feet of the event area on August 29th, 2020. Notification addresses
       are on file in the Clerk's Office
    4. Map of event area
    5. Certificate of Insurance
    6. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:
    To approve a special event permit as requested by the Birmingham Shopping District
    to hold the 2020 Santa House beginning the week-end of November 28, 2020
    through December 24, 2020 contingent upon compliance with all permit and
    insurance requirements and payment of all fees and, further, pursuant to any minor
    modifications that may be deemed necessary by administrative staff at the time of
    the event, or event cancellation that may be deemed necessary by administrative
    staff leading up to or at the time of the event due to public health and safety
    measures.
CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

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

Police Department acknowledgement: [Signature]

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 28, 2020

Name of Event Santa House

Detailed Description of Event (attach additional sheet if necessary) See attachment

Location Shain Park, SW corner of Maple & Old Woodward

Date(s) of Event Weekends Nov. 28-Dec. 24 Hours of Event various
Date(s) of Set-up Week of Nov. 9 for Santa House Hours of Set-up details to be worked out with DPS

NOTE: No set-up to begin before 7:00 AM, per City ordinance.
Date(s) of Tear-down week of Jan. 6 Hours of Tear-down details to be worked out with DPS

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St. Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254

Contact Email jbrook@bhamgov.org
II. EVENT INFORMATION

1. Organization Type ____________________
   City
   (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.)  TBD

3. Is the event a fundraiser?  YES ☐  NO ☐
   List beneficiary  TBD
   List expected income  TBD
   Attach information about the beneficiary.

4. First time event in Birmingham?  YES ☐  NO ☒
   If no, describe ________Santa House has been located in Shain Park for many years.

5. Total number of people expected to attend per day 100-200

6. The event will be held on the following City property: (Please list)
   ☐ Street(s) ____________________
   ☐ Sidewalk(s) Southwest corner of Maple & Old Woodward for a 10'x10' tent
   ☐ Park(s) Shain Park

7. Will street closures be required?  YES ☐  NO ☒
   (Police Department acknowledgement prior to submission of application is required)  (initial here) ________

8. What parking arrangements will be necessary to accommodate attendance? On 11/28 only there will be free parking at the meters and structures others days will be regular parking.
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 BSD staff will be on-site as well as volunteers to take photos of families. 

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

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

12. Will music be provided? YES □ NO □
    X Live ______ Amplification ______ Recorded ______ Loudspeakers
    Time music will begin ____________________________
    Time music will end ____________________________
    Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES □ NO □
    Number of signs/banners 2
    Size of signs/banners 2'x3'
    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)

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>GOODS TO BE SOLD</th>
<th>WATER HOOK-UP REQUIRED?</th>
<th>ELECTRIC REQUIRED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>na</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 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)*

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>QUANTITY</th>
<th>COST</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Picnic Tables</td>
<td>6 for $500.00</td>
<td></td>
<td>A request for more than six tables will be evaluated based on availability.</td>
</tr>
<tr>
<td>Trash Receptacles</td>
<td>$6.00 each includes 1 bag. For additional bags, the cost is $32 per case.</td>
<td>Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.</td>
<td></td>
</tr>
<tr>
<td>Dumpsters</td>
<td>$350.00 per dumpster per day.</td>
<td>Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.</td>
<td></td>
</tr>
<tr>
<td>Utilities (electric)</td>
<td># of vendors requiring utilities Varies</td>
<td>Charges according to final requirements of event.</td>
<td></td>
</tr>
<tr>
<td>Water/Fire Hydrant</td>
<td>$224.75 per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Audio System</td>
<td>$200.00 per day</td>
<td></td>
<td>Must meet with City representative.</td>
</tr>
<tr>
<td>Meter Bags / Traffic Cones / Barricades</td>
<td># to be determined by the Police Department.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>QUANTITY</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)</td>
<td>2</td>
<td>(1) 10'x10' &amp; (1) 10'x20'</td>
</tr>
<tr>
<td>Portable Toilets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rides</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Displays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Structure (must attach a photo)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (describe)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME  Santa House

EVENT DATE  Weekends Nov 28 - Dec 24, 2020

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

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

\[\text{Signature} \quad 8/28/20\]

---

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.
**Santa House**

Santa House is located in Shain Park and offers an opportunity for children to visit with Santa and have their picture taken. Warming tents and heaters will be placed next to Santa House. This will be set-up for visits November 28 - December 24, 2020.

If Michigan remains in phase 3, 4, or 5 of the COVID-19 response plan, we will not have families enter Santa House. Santa will either be seated in the open doorway or standing on the porch. Visiting families will remain on ground level in front of Santa House (approximately 10 feet away with decorative trees helping with spacing) for their socially distanced visits.

We will have families schedule appointments to see Santa so that the number of visitors is controlled. To assist with proper social distancing while families are waiting we will place propane heaters 10 feet apart from each other. Families will be instructed to congregate around the heaters as they progress through the line (moving from one heater to the next when the family in front of them moves up).

Volunteers will not take visitors’ phones/cameras to take pictures for a family. Families will either take their own pictures (we may set-up a tripod for them to use) or the volunteer can take a photo with a designated phone/camera and email/text the photo to the family. No pictures will be printed on-site.

We will have sanitizer, disinfecting spray, facemasks, and gloves available for anyone who might need them (visitors, volunteers, staff, etc.).

In addition, the BSD plans to set-up a 10’x10’ tent on the southwest corner of the sidewalk at Maple & Old Woodward that will offer holiday treats to shoppers. We may also have carolers strolling through the downtown area.

The BSD has also invited the Birmingham Public Arts Board to collaborate on this event. The Arts Board will invite their volunteers to decorate the spherical bollards in the park with holiday themed yarn/knit covers. The display will be from November 28, 2020 through January 5, 2021.

**Small Business Saturday**

In addition to welcoming Santa on Saturday, November 28th, merchants will be offering specials and incentives to encourage shoppers to shop local.
SH - Santa House
T - Warming Tent
X - Heaters (spaced 10' apart)
NOTIFICATION

August 28, 2020
TO: Property/Business Owner

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

NAME OF EVENT(S): 1) Winter Markt and 2) Santa House
LOCATION: 1) Shain Park (see reverse for map)
2) Shain Park
DATES & TIMES: 1) Winter Markt - December 4 - December 6, various hours
2) Santa House - weekends throughout holidays.

DATE/TIME OF CITY COMMISSION MEETING: Monday, September 14, 2020 at 7:30 pm

The City Commission meeting will be held virtually. Login details at www.bhamgov.org. A complete copy of the application to hold this special event(s) are 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 Shopping District
ADDRESS: 151 Martin Street
PHONE: 248-530-1200

For questions on day of event, contact BSD Operations & Events Manager, Jaimi Brook at 248-508-5518

NOTIFICATION

August 28, 2020
TO: Property/Business Owner

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

NAME OF EVENT(S): 1) Winter Markt and 2) Santa House
LOCATION: 1) Shain Park (see reverse for map)
2) Shain Park
DATES & TIMES: 1) Winter Markt - December 4 - December 6, various hours
2) Santa House - weekends throughout holidays.

DATE/TIME OF CITY COMMISSION MEETING: Monday, September 14, 2020 at 7:30 pm

The City Commission meeting will be held virtually. Login details at www.bhamgov.org. A complete copy of the application to hold this special event(s) are 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 Shopping District
ADDRESS: 151 Martin Street
PHONE: 248-530-1200

For questions on day of event, contact BSD Operations & Events Manager, Jaimi Brook at 248-508-5518
Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:
City of Birmingham
151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Contract Number</th>
<th>Expiration Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>MML001444019</td>
<td>7/1/2021</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Operations/Locations/Vehicles:
Certificate Holder Additional Insured solely with respect to: Occasional rental of showmobile for Birmingham Principal Shopping District and the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
County of Oakland
2100 Pontiac Lake Rd., Bldg. 41 West
Waterford, MI 48328

Date Issued: 6/23/2022
By: _______________________________
Authorized Representative

MML-1(11/99)
**DEPARTMENT APPROVALS**

**EVENT NAME:** SANTA HOUSE  
**LICENSE NUMBER #20-00011869**  
**COMMISSION HEARING DATE:** SEPT 4, 2020  
**DATE OF EVENT:** NOV 28-DEC 24, 2020

**NOTE TO STAFF:** Please submit approval by **SEPT 7, 2020**

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>APPROVED</th>
<th>COMMENTS</th>
<th>PERMITS REQUIRED</th>
<th>ESTIMATED COSTS</th>
<th>ACTUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANNING</td>
<td>TBC</td>
<td>No Cost / No Comment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUILDING</td>
<td>MJ M</td>
<td>Building can inspect during normal business hours.</td>
<td>Tents over 200 sq ft.</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>FIRE</td>
<td>J MC</td>
<td>Approved pending current Governor’s orders and social distancing requirements.</td>
<td></td>
<td>$45</td>
<td></td>
</tr>
<tr>
<td>POLICE</td>
<td>SG</td>
<td>On duty personnel to provide extra patrol.</td>
<td></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>PUBLIC SERVICES</td>
<td>Carrie Laird</td>
<td>DPS will assist with this event including delivery, set up and removal.</td>
<td></td>
<td>$7,500</td>
<td></td>
</tr>
<tr>
<td>ENGINEERING</td>
<td>A.F.</td>
<td>Maintain 5’ clear pedestrian pathways on sidewalks. No damage to pavements allowed for supports, tents, shelters, barricades, etc…</td>
<td>None</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>SP+ PARKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>INSURANCE</strong></td>
<td><strong>CA</strong></td>
<td><strong>APPROVED</strong></td>
<td><strong>None</strong></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>---------------</td>
<td>--------</td>
<td>--------------</td>
<td>----------</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td><strong>CLERK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>101-000.000-614.0000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>248.530.1803</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Notification letters mailed by applicant on 8/29/20. Notification addresses on file in the Clerk’s Office. Evidence of required insurance must be on file with the Clerk’s Office no later than 11/13/2020.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Applications for vendors license must be submitted no later than 11/13/2020.</td>
<td></td>
<td></td>
<td>$165</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL DEPOSIT REQUIRED</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$7,710.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FOR CLERK’S OFFICE USE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit paid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due/Refund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rev. 9/9/20
h:\shared\special events\- general information\approval page.doc
MEMORANDUM

(Building Maintenance, Finance)

DATE: August 10, 2020
TO: Joseph A. Valentine, City Manager
FROM: Carlos Jorge; Kimberly Wickenheiser; Mark Gerber
SUBJECT: Finance Department Renovation

INTRODUCTION:
- The Finance Department with the assistance of the Building Maintenance Department is requesting the creation of an office space for the Assistant Finance Director, using movable walls, and new office furniture (with Plexiglas on two sides, to aid with COVID-19 prevention) for all employees in the Finance Department.

BACKGROUND:
- Currently there is no designated office area for meetings or private conversations for the Assistant Finance Director, the movable walls would create this space.
- The office furniture has not been updated since the last building renovation in the 1990’s. The furniture has several broken and damaged pieces, is not ergonomic, and is not able to prevent the spread of COVID-19 or other viruses.
- The Building Maintenance Supervisor brought in Marx Moda (a member of the U.S. Communities consortium) to design an office space for the Assistant Finance Director and to supply new office furniture for the employees within the budget of $30,000.00. Marx Moda’s design was for a 40” inch high wall cubicle for the Assistant Finance Director and basic furniture for the employees for the cost of $29,998.67, then the pandemic hit Michigan. The Assistant Finance Director started researching partition walls to create the office space and found Vari, Incorporated. Vari, Inc. (also a member of the U.S. Communities consortium, contract #R180404) was able to create the office space with movable walls, supply ergonomic furniture that adjusts from sitting to standing, and assist with preventing the spread of COVID-19 and other viruses for the amount of $15,460.00.

LEGAL REVIEW:
- City Attorney Tim Currier has provided a legal review of the contract agreement for the Finance Department renovation and furniture purchase with Vari, Inc.

FISCAL IMPACT:
- The office renovation and furniture purchase were budgeted for $30,000.00 in the 2020-2021 Approved Budget. The actual amount for the office renovation and furniture purchase came in at $15,460.00.

SUMMARY
- Vari, Inc. has met the requirements and has presented the most qualified and lowest proposal to complete the project. It is recommended that the contract award for Finance
Department Renovation and Office Furniture Purchase go to Vari, Inc., for the amount of $15,460.

ATTACHMENTS:
  - Contract

SUGGESTED RESOLUTION:
  - To award the project for Finance Department Renovation and Office Furniture Purchase to Vari, Inc., contingent upon meeting all insurance requirements, in the amount of $15,460.00, to be charged to the Finance Department's Machinery and Equipment account #101-191.000-971.0100.
ATTACHMENT A - AGREEMENT
For Upgrade Furniture at the Finance Department

This AGREEMENT, made this _____ day of ____________, 2020, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Vari., having its principal office at 1221 Belt Line Rd #500, Coppell, TX 75019 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed for the upgrade furniture for the Finance Department office in the City of Birmingham.

WHEREAS, the City has heretofore utilized the contract with U.S. Communities for the procurement and performance of services required to furnish all materials and necessary equipment for new furniture for the Finance Department office and to perform all required work necessary to complete the project which includes certain instructions, specifications and terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to furnish all materials, necessary equipment and to perform all required work necessary for New furniture for the Finance Department office and to perform all required work necessary to complete this project in the City of Birmingham.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposals to furnish all materials, necessary equipment and perform all work necessary for the New Furniture for the Finance Department in the City of Birmingham and the Contractor’s cost proposal dated June 19, 2020 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $15,460.00, as set forth in the Contractor’s June 19, 2020 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

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

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

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

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

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

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

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

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

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
C. **Motor Vehicle Liability:** Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

E. **Professional Liability:** Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage. If applicable.

F. **Pollution Liability Insurance:** Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted. If applicable.

G. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be “Name Insured” on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

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

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

K. **Maintaining Insurance:** Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of of or in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

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

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

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

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

Vari, Inc.
Attn: Jeff Cramer
1221 Belt Line Rd., #500
Coppell, TX 75019
1-800-207-2587

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:

Michelle [Signature]

Vari, Inc.
Jeffrey S. Cramer
By: Jeffrey S. Cramer (Aug 20, 2020 09:16:00 EDT)
Jeff Cramer

CITY OF BIRMINGHAM

By:
Pierre Boutros
It's: Mayor

By:
Alexandria D. Bingham
It's: City Clerk

Approved:

Carlos A. Jorge, Maintenance Supervisor
(Approved as to substance)

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

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

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

ATTACHMENT B - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Upgrade Furniture at the Finance Department

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.
By completing this form, the Vendor certifies that it is not an “Iran Linked Business”, as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Jeffrey S Cramer

PREPARED BY
(Print Name)

Director- Contracts & RFP

TITLE

Aug 20, 2020

DATE

Jeffrey S Cramer

AUTHORIZED SIGNATURE

jeff.cramer@vari.com

E-MAIL ADDRESS

Vari Sales Corporation

COMPANY

1221 Belt Line Rd #500 Coppell, TX 75019

ADDRESS

1-800-207-2587

PHONE

Varidesk, LLC

NAME OF PARENT COMPANY

1-800-207-2587

PHONE

1221 Belt Line Rd #500 Coppell, TX 75019

ADDRESS

83-2493517

TAXPAYER I.D.#
# Quote

**Quote:** Q-230737  
**Date:** 6/19/2020  
**Account Number:** 1712664 City of Birmingham

**Billing Address**  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48012  
US

**Shipping Address**  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48012  
US

<table>
<thead>
<tr>
<th>Quote Exp Date</th>
<th>Customer Ref#</th>
<th>Shipping Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/19/2020</td>
<td></td>
<td>Freight</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>41403</td>
<td>QuickFlex Walls™ - Silver End Panel Set (Clear/Frosted)</td>
<td>USD 995.00</td>
<td>USD 1,990.00</td>
</tr>
<tr>
<td>1</td>
<td>41425</td>
<td>QuickFlex Walls™ - Silver Left Glass Door Set(Clr/Frstd)</td>
<td>USD 1,990.00</td>
<td>USD 1,990.00</td>
</tr>
<tr>
<td>1</td>
<td>400387</td>
<td>QuickFlex Walls™ - Slate Stability Brace Kit</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>1</td>
<td>48003</td>
<td>Dual-Monitor Arm</td>
<td>USD 195.00</td>
<td>USD 195.00</td>
</tr>
<tr>
<td>5</td>
<td>41513</td>
<td>Dual-Monitor Arm 180 Degree</td>
<td>USD 125.00</td>
<td>USD 625.00</td>
</tr>
<tr>
<td>6</td>
<td>400742</td>
<td>File Cabinet (Slate)</td>
<td>USD 275.00</td>
<td>USD 1,650.00</td>
</tr>
<tr>
<td>6</td>
<td>43369</td>
<td>Power Hub</td>
<td>USD 60.00</td>
<td>USD 360.00</td>
</tr>
<tr>
<td>5</td>
<td>42007</td>
<td>Power Strip 8ft</td>
<td>USD 25.00</td>
<td>USD 125.00</td>
</tr>
<tr>
<td>1</td>
<td>43148</td>
<td>Power Strip 15ft</td>
<td>USD 35.00</td>
<td>USD 35.00</td>
</tr>
<tr>
<td>8</td>
<td>401107</td>
<td>Acrylic Shield 30 - Single pack</td>
<td>USD 95.00</td>
<td>USD 760.00</td>
</tr>
<tr>
<td>1</td>
<td>49789</td>
<td>Wood Chair (Slate) S/2</td>
<td>USD 295.00</td>
<td>USD 295.00</td>
</tr>
<tr>
<td>5</td>
<td>42542</td>
<td>Electric Standing Desk 48x30 (Reclaimed Wood)</td>
<td>USD 695.00</td>
<td>USD 3,475.00</td>
</tr>
<tr>
<td>5</td>
<td>46000</td>
<td>Table 48x24 (Reclaimed Wood)</td>
<td>USD 395.00</td>
<td>USD 1,975.00</td>
</tr>
<tr>
<td>1</td>
<td>46133</td>
<td>Table 60x30 (Reclaimed Wood)</td>
<td>USD 595.00</td>
<td>USD 595.00</td>
</tr>
</tbody>
</table>

Page 1 of 2
<table>
<thead>
<tr>
<th>Qty</th>
<th>Item Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>46246</td>
<td>Round Table (Reclaimed Wood)</td>
<td>USD 595.00</td>
<td>USD 595.00</td>
</tr>
<tr>
<td>1</td>
<td>47000</td>
<td>Electric Standing Desk 60x30 (Reclaimed Wood)</td>
<td>USD 795.00</td>
<td>USD 795.00</td>
</tr>
<tr>
<td>1</td>
<td>FOD10</td>
<td>FOD 10% Installation</td>
<td>USD 1,546.00</td>
<td>USD 0.00</td>
</tr>
</tbody>
</table>

Subtotal: USD 15,460.00

Total Discounts Applied: USD 1,546.00

Shipping / Handling: USD 0.00

Tax: USD 0.00

Order Total: USD 15,460.00

Notes:
"ATTACHMENT A for upgrade Furniture Finance Department" History

Document created by stephanie.herrington@vari.com
2020-08-20 - 1:58:09 PM GMT - IP address: 97.105.153.186

Document emailed to Jeffrey S Cramer (jeff.cramer@vari.com) for signature
2020-08-20 - 2:03:37 PM GMT

Email viewed by Jeffrey S Cramer (jeff.cramer@vari.com)
2020-08-20 - 2:05:41 PM GMT - IP address: 104.47.38.254

Document e-signed by Jeffrey S Cramer (jeff.cramer@vari.com)
Signature Date: 2020-08-20 - 2:16:32 PM GMT - Time Source: server - IP address: 72.180.62.68

Signed document emailed to Jeffrey S Cramer (jeff.cramer@vari.com) and stephanie.herrington@vari.com
2020-08-20 - 2:16:32 PM GMT
CERTIFICATE OF LIABILITY INSURANCE

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
Roach, Howard, Smith and Barton
9750 N. Central Expressway
Dallas TX 75231

INSURED
Varidesk, LLC; VARI Sales Corporation
VARI Holding, Corp.
1221 S. Beltline Rd #500
Coppell TX 75019

CONTACT NAME: Paula Walters
PHONE (Toll Free): (972) 231-1300
E-MAIL: pwalters@rsb.com

INSURER(S) AFFORDING COVERAGE
INAC #
INSURER A: Great Northern Ins Co
20303
INSURER B: Federal Ins Co
20281

COVERAGES
CERTIFICATE NUMBER: Cert ID 47750

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 WAIVED CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBINSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR</td>
<td>3603-34-75</td>
<td>09/05/2019</td>
<td>09/05/2020</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (ea occurrence)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP</td>
<td>Any one person</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPOD AGG</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

| A X     | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY | 7359-04-03 | 09/05/2019 | 09/05/2020 | COMBINED SINGLE LIMIT (ea accident) | $1,000,000 |
|         |                   |                 |              |                         | BODILY INJURY (Per person) | $ |
|         |                   |                 |              |                         | BODILY INJURY (Per accident) | $ |
|         |                   |                 |              |                         | PROPERTY DAMAGE (Per accident) | $ |

| B X     | UMBRELLA LIABILITY EXCESS LIABILITY OCCUR CLAIMS-MADE | 7989-58-14 | 09/05/2019 | 09/05/2020 | EACH OCCURRENCE AGGREGATE | $20,000,000 |

B WORKERS COMPENSATION AND EMPLOYEES' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER/ELIGIBLE? (Mandatory in NH) Y/N N/A | 7175-48-88 | 09/05/2019 | 09/05/2020 | E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE 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)

General & Auto Liability contain a blanket additional insured endorsement that provides additional insured status to a person(s) or organization(s) when there is a written contract or agreement between the named insured and person or organization that requires such status. General Liability provides additional insured status on a primary and noncontributory basis if required in the written contract or agreement. General Liability, Auto Liability and Workers Compensation include an automatic waiver of subrogation endorsement when the insured has agreed to waive these rights as part of a written contract or agreement executed prior to loss. General Liability, Auto Liability and Workers Compensation include endorsements giving 30-day notice of cancellation except for non-payment when required by written contract or agreement. With respect to Excess Follow-Form,

CERTIFICATE HOLDER
The City of Birmingham
151 Martin St.
Birmingham MI 48009

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER:</th>
<th>INSURED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City of Birmingham</td>
<td>Varidesk, LLC; VARI Sales Corporation</td>
</tr>
<tr>
<td>151 Martin St.</td>
<td>Vari Holding, Corp.</td>
</tr>
<tr>
<td>Birmingham MI 48009</td>
<td>1221 S. Beltline Rd #500</td>
</tr>
<tr>
<td></td>
<td>Coppell TX 75019</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS CONTINUED:

"the following persons and/or organizations qualify as insureds: other persons or organizations qualifying as an insured in underlying insurance, but not beyond the extent of any limitation imposed under any contract or agreement".

Certificate holder is completed to read: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof."
CHUBB

Liability Insurance

Endorsement

Policy Period       SEPTEMBER 5, 2019 TO SEPTEMBER 5, 2020
Effective Date     SEPTEMBER 5, 2019
Policy Number      3603-34-75 DAL
Insured            VARI HOLDING CORP.
Name of Company    GREAT NORTHERN INSURANCE COMPANY
Date Issued        SEPTEMBER 9, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insured; but they are insured only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
Liability Endorsement
(continued)

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance –
Primary, Noncontributory
insurance – Scheduled
Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative
We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical expenses.
Policy Conditions

Endorsement

Policy Period  SEPTEMBER 5, 2019 TO SEPTEMBER 5, 2020
Effective Date  SEPTEMBER 5, 2019
Policy Number  3603-34-75 DAL
Insured  VARI HOLDING CORP.
Name of Company  GREAT NORTHERN INSURANCE COMPANY
Date Issued  SEPTEMBER 9, 2019

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

ANY FAILURE BY US TO NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) WILL NOT:
• IMPOSE ANY LIABILITY OR OBLIGATION OF ANY KIND UPON US; OR
• INVALIDATE SUCH CANCELLATION.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.
Conditions (continued)

Authorized Representative

[Signature]
This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**
This endorsement modifies the Business Auto Coverage Form.

1. **EXTENDED CANCELLATION CONDITION**
   Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
   b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. **BROAD FORM INSURED**
   A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
      The Named Insured shown in the Declarations is amended to include:
      1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limit of Insurance.
      2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
         (a) That is an “insured” under any other automobile policy;
         (b) That has exhausted its Limit of Insurance under any other policy; or
         (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.
      Coverage does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization.

B. Employees as Insureds
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   d. Any “employee” of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   e. The lessor of a covered “auto” while the “auto” is leased to you under a written agreement if:
      (1) The agreement requires you to provide direct primary insurance for the lessor; and
      (2) The “auto” is leased without a driver. Such leased “auto” will be considered a covered “auto” you own and not a covered “auto” you hire. However, the lessor is an “insured” only for “bodily injury” or “property damage” resulting from the acts or omissions by:
         1. You;
         2. Any of your “employees” or agents; or
         3. Any person, except the lessor or any “employee” or agent of the lessor, operating an “auto” with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   f. Any person or organization with respect to the operation, maintenance or use of a covered “auto”, provided that you and such person or organization have agreed under an express provision in a written “insured contract”, written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an “insured”.
   However, such person or organization is an “insured” only:
(1) with respect to the operation, maintenance or use of a covered “auto”; and
(2) for “bodily injury” or “property damage” caused by an “accident” which takes place after:
(a) You executed the “insured contract” or written agreement; or
(b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. Unpaid Loan or Lease Amounts
In the event of a total “loss” to a covered “auto”, we will pay any unpaid amount due on the loan or lease for a covered “auto” minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the “loss”;
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor;
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.
We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered “auto”.

6. RENTAL AGENCY EXPENSE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

7. EXTRA EXPENSE – BROADENED COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. Recovery Expense
We will pay for the expense of returning a stolen covered “auto” to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. – EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for “loss” in any one “accident” to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of “loss”, is:
(1) Permanently installed in or upon the covered “auto” in a housing, opening or other location that is not normally used by the “auto” manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE
Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:  
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES  
Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:  
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:  
1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or  
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS  
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:  
a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:  
   (1) You or your authorized representative, if you are an individual;  
   (2) A partner, or any authorized representative, if you are a partnership;  
   (3) A member, if you are a limited liability company; or  
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.  
Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge.  
Notice to us should include:  
(1) How, when and where the “accident” or “loss” occurred;  
(2) The “insured’s” name and address; and  
(3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION  
Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:  
5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.  
To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS  
Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:  
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES  
Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:  
e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY  
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:  
(5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE  
Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:  
“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

Address:

Under Common Policy Conditions the following condition is added:

NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

16-02-0306 (Ed. 5-11)
TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

(☒) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

   This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

   Endorsement Effective 09-05-19   Policy No. (20) 7175-48-88
   Insured VARI HOLDING CORP.
   Insurance Company Federal Insurance Company

   Countersigned By __________________________

   WC 42 03 04 B
   (Ed. 6-14)
   © Copyright 2014 National Council on Compensation Insurance, Inc. All Rights Reserved.
This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

<table>
<thead>
<tr>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Number of days advance notice: 30</td>
</tr>
<tr>
<td>2  Notice will be mailed to:</td>
</tr>
<tr>
<td>Any failure by us to notify such person(s) or organization(s) will not:</td>
</tr>
<tr>
<td><em>Impose any liability or obligation of any kind upon us; or</em></td>
</tr>
<tr>
<td><em>Invalidate such cancellation.</em></td>
</tr>
<tr>
<td>Name of Person(s) or Organization(s):</td>
</tr>
<tr>
<td>If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with</td>
</tr>
</tbody>
</table>
TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:
notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellations to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the
TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1  Number of days advance notice:  30

2  Notice will be mailed to:
   person(s) or organization(s).

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09-05-19      Policy No. (20) 7175-48-88      Endorsement No.
Insured VARI HOLDING CORP.      Premium $ Incl.
Insurance Company Federal Insurance Company

Countersigned By ____________________________
6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

B. Supplementary Payments does not include any fine or other penalty.

C. Supplementary Payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable underlying insurance applies.

Umbrella Coverage B

With respect to Umbrella Coverage B, this insurance applies anywhere.

Who Is An Insured/Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as insureds:

- the Named Insured shown in the Declarations; and
- other persons or organizations qualifying as an insured in underlying insurance, but not beyond the extent of any limitation imposed under any contract or agreement.

Who Is An Insured/Umbrella Coverage B

With respect to Umbrella Coverage B, the following persons and organizations qualify as insureds.

Sole Proprietorships

If you are an individual, you and your spouse are insureds; but you and your spouse are insureds only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are insureds; but they are insureds only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are insureds; but they are insureds only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an insured. Your members, your partners and their spouses are insureds; but they are insureds only with respect to the conduct of your business.
Conditions

Maintenance Of Underlying Insurance And Underlying Limits
(continued)

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any underlying insurance is no longer valid or in full force or effect.

Other Insurance

If other valid and collectable insurance is available to the insured for loss we would otherwise cover under this insurance, our obligations are limited as follows.

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the insured against any suit if any provider of any other insurance has a duty to defend such insured against such suit.

We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

This insurance is not subject to the terms or conditions of any other insurance.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:

- as if each named insured were the only named insured; and
- separately to each insured against whom claim is made or suit is brought.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
DATE: August 31, 2020

TO: Joseph A. Valentine, City Manager

FROM: Paul A. Wells, Fire Chief

SUBJECT: 2020 Emergency Management Performance Grant (EMPG)

INTRODUCTION:
The City of Birmingham operates an emergency management program. The Emergency Management Performance Grant (EMPG), through the Department of Homeland Security Appropriations Act, has granted the city $28,361.00 for performance period 10/1/2019-9/30/2020. These funds are for the development and maintenance of the City's emergency management program.

BACKGROUND:
The City of Birmingham is one of five cities in Oakland County that operates its own emergency management program, which falls under the Michigan Emergency Management Act, 390 of 1976. All other cities, in the case of a large-scale emergency, fall under Oakland County's emergency management plan and response. The advantages of Birmingham having its own program is that the city has a more direct contact with State and Federal agencies. This allows the City to recoup funds directly, provides for more training opportunities, allows us to direct all emergency response, and much more. The City still has the support of Oakland County emergency management division and maintains regular training with the county and state.

The Fire Chief serves as the Emergency Manager for the City of Birmingham. The EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain capabilities of the emergency management program. The core areas the money supports are prevention, protection, mitigation, response, and recovery. This year the grant is awarding $28,361.00 to the City of Birmingham.

LEGAL REVIEW:
A legal review was conducted and no legal issues exist.

FISCAL IMPACT:
This grant was included in the 2020-2021 budget.

SUMMARY:
It is recommended that the City Commission accept the 2020 Emergency Management Performance Grant award totaling $28,361.00. These funds will be used to support the City’s Emergency Management program.
ATTACHMENTS:

SUGGESTED RESOLUTION:
To approve the 2020 Emergency Management Performance Grant and federal funds for $28,361.00. Further, direct the Mayor to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the grant.
Michigan State Police Emergency Management and Homeland Security Division

**FEDERAL AWARD IDENTIFICATION**

<table>
<thead>
<tr>
<th>SUBRECIPIENT NAME</th>
<th>GRANT NAME</th>
<th>CFDA NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Birmingham</td>
<td>Emergency Management Performance Grants</td>
<td>97.042</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBRECIPIENT IRS/ VENDOR NUMBER</th>
<th>FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)</th>
<th>FEDERAL AWARD DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>074239450</td>
<td>EMC-2020-EP-00005</td>
<td>7/9/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBRECIPIENT DUNS NUMBER</th>
<th>SUBAWARD PERFORMANCE PERIOD</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>38-6004664</td>
<td></td>
<td>10/1/2019</td>
<td>9/30/2020</td>
</tr>
</tbody>
</table>

**RESEARCH & DEVELOPMENT**

<table>
<thead>
<tr>
<th></th>
<th>Funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Federal Funds Obligated by this Action</td>
<td>$28,361</td>
</tr>
<tr>
<td>INDIRECT COST RATE</td>
<td>Total Federal Funds Obligated to Subrecipient</td>
<td>$28,361</td>
</tr>
<tr>
<td>None on file</td>
<td>Total Amount of Federal Award</td>
<td>$9,073,402</td>
</tr>
</tbody>
</table>

**FEDERAL AWARD PROJECT DESCRIPTION**

2020 Emergency Management Performance Grants

**DETAILS**

The 2020 EMPG allocation is 34.83% of the Subrecipient’s emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50 percent of the total budget.

**FEDERAL AWARDING AGENCY**

Federal Emergency Management Agency
Grant Operations
245 Murray Lane – Building 410, SW
Washington DC 20528-7000

**PASS-THOUGH ENTITY (RECIPIENT) NAME**

Michigan State Police Emergency Management and Homeland Security Division
PO Box 30634
Lansing, MI 48909
State of Michigan
FY 2020 Emergency Management Performance Grant
Grant Agreement

October 1, 2019 to September 30, 2020

<table>
<thead>
<tr>
<th>CFDA Number: 97.042</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Number:</td>
</tr>
<tr>
<td>EMC-2020-EP-00005</td>
</tr>
</tbody>
</table>

This Fiscal Year (FY) 2020 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

CITY OF BIRMINGHAM
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2020 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2020 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2020 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2020 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at https://www.fema.gov.

II. Statutory Authority


The Subrecipient shall also comply with the most recent version of:


B. 44 CFR, Part 10, Environmental Considerations.

III. Award Amount and Restrictions

A. The City of Birmingham is awarded $28,361 or 34.83% of the Subrecipients local emergency manager’s salary and fringe benefits under the FY 2020 EMPG. The Subrecipient may receive less than the allocated amount if the Subrecipient’s cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient’s EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).

B. The FY 2020 EMPG covers eligible costs from October 1, 2019 to September 30, 2020. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.

C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs. No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.

D. The FY 2020 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2020 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.
E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.

EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.

G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. Grant funds must supplement, not supplant, state or local funds. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2020 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the Agreement Articles Applicable to Subrecipients: Fiscal Year 2020 Emergency Management Performance Grants, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208).

C. The subrecipient shall not use FY 2020 EMPG funds to generate program income.

D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:

1. Subrecipient Risk Assessment Certification
2. Standard Assurances
3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
4. Audit Certification (EMD-053)
5. Request for Taxpayer Identification Number and Certification (W-9)
6. Other documents that may be required by federal or state officials

E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31).

F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
G. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.

H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.

I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.

J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.

K. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.

L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.

M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of each quarter, as identified in FY 2020 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.

N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
   1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   3. Non-federal organizations which expend $750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.

O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

P. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.

Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the DHS Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.
R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

A. The Subrecipient agrees to prepare quarterly work reports using the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD’s online reporting tool by the due date following the end of each quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient’s completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2020 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.

B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.

C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2020 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.

D. The Subrecipient’s failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.
VII. Payment Procedures

A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of each quarter, as identified in FY 2020 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.

B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.

C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968; Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act); the Age Discrimination Act of 1975; Titles I, II and III of the Americans with Disabilities Act of 1990; the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual’s ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.
XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2019 to September 30, 2020. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement is deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
D. Failure to follow grant agreement requirements or special conditions.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.
XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.
XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

City of Birmingham
Subrecipient Name

38-6004664
Subrecipient's DUNS Number

For the Chief Elected Official

Pierre Boutros
Printed Name

Mayor
Title

Signature

Date

For the Local Emergency Manager

Paul A. Wells
Printed Name

Fire Chief / Emergency Manager
Title

Signature

Date

8-31-2020

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney, Commander
Printed Name

Deputy State Director, Emergency Management and Homeland Security Division
Title

Signature

Date

8/26/20
DATE: August 25, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Single Space Parking Meters - Upgrade to 4G Network Compatible Meters

INTRODUCTION:
On January 9, 2017 the City Commission approved the purchase of 1,277 single space Liberty “smart” parking meters from CivicSmart. These meters provided for a credit card payment option in addition to the existing payment methods - coin or pay-by-phone (Parkmobile). An equal number of vehicle detection sensors was purchased from CivicSmart at that time. The equipment was received in April of 2017. Installation of the parking meters was completed by May 2017 and the sensors were installed the following month.

Initial problems with the Liberty meters included battery drain and poor visibility due to the design of the parking meter housing domes. The domes were replaced with high visibility Lexan domes at no expense to the City. The battery drain issues were resolved with changes to meter programming, installation of additional gateways to enhance communications and newly engineered replacement batteries that were also provided to the City at no cost. The police department developed and implemented an aggressive preventative maintenance schedule that has greatly reduced low voltage and no communication meter issues that were prevalent when the meters were first installed. Our meter technicians employ the use of a “multimeter” to verify voltage before batteries are removed from charging units for deployment. In June of 2020, there were only 46 instances of low voltage battery replacements required and 31 occurrences of non-communicating (no-com) meters for the entire month. Most no-com meters are quickly repaired by either a battery swap or a meter reset. The low quantity of maintenance and repair occurrences is a vast improvement from the previous single space meter system which averaged approximately 15 maintenance and repair complaints (coin jams, etc.) per day. Additionally, quarterly battery replacements at all meters is no longer a maintenance burden with the CivicSmart meters.

In February of 2020 (the last month prior to the COVID pandemic) there were 129,018 payment transactions completed at parking meters in the City. During that same month, there were 90 reports of meter defects received by the police department. Of those 90 complaints received, 28 (31% of reported problems) were determined to be unfounded as the alleged meter defects could not be replicated by parking meter technicians. Out of 129,018 payment transactions completed, only 62 meter issues were identified and corrected in February 2020.

CivicSmart Liberty meters operate on the 2G cellular data network. Birmingham’s Liberty meters utilize the T-Mobile 2G network. In 2019, various cellular network providers announced the sunset
of 2G and 3G networks. Although T-Mobile has not made a recent public announcement, it is anticipated that the 2G network controlling the City's Liberty parking meters will cease operation on or near December 31, 2020. The 3G network is also scheduled to be terminated in December of 2020 and it is expected that degradation in communications will occur as the networks and associated equipment are reduced and ultimately terminated. There is no guarantee of service past the network sunset dates. After the networks are decommissioned, the existing Liberty meters will no longer accept credit cards and Parkmobile payments will not be able to be displayed on the Liberty meters as wireless communications will come to an end.

BACKGROUND:
During the 2019-20 fiscal year, CivicSmart provided the City of Birmingham with (100) Liberty Next Generation (LNG) single space “smart” meters to be installed in order for parking meter maintenance staff to test and evaluate this equipment. The LNG meter is very similar to the Liberty meter in both design and operation. The differences in these two parking meter mechanisms include the following upgrades on the LNG meter: enhanced communications on 4G network to provide faster processing of credit card and Parkmobile payments, a redesigned screen angle which provides an easier to read display, greater control of display settings, reduced power consumption and improved electronics including more memory and processing power. From a maintenance perspective, the technician menu used by parking staff for programming and repairs is greatly improved on the LNG meter to provide more efficient operations due to increased speed at which the menus can be accessed. The LNG meters feature a better fit inside the parking meter housing to provide easier opening and therefore cause less stress (wear and tear) on the parking meter housing locks. These features have proven to enhance proficiency in parking meter maintenance, repair and collections. Upgrading to LNG meters creates no changes to integrations with vehicle detection sensors, gateways, Parkmobile payment processing, CivicSmart Parking Enterprise Management System (PEMS), Smarking and parking wayfinding applications.

We currently have 132 LNG meters installed throughout the City. The CivicSmart LNG meters have performed well in the City of Birmingham. The LNG meters have been reliable in terms of maintenance and repair. The LNG meters have also been consistent in the avoidance of jammed coins, similar to the Liberty mechanisms. LNG programming changes can be completed remotely without the required use of a data key to modify the software design of the meters for updates to rates, time limits, free parking or holiday messages, etc. Another benefit of the LNG meter compared to the Liberty model is the elimination of “dongles” as necessary hardware for the meter. A dongle is a device attached to a meter that facilitates wireless communications. With the Liberty model, the dongle enables the wireless pole mounted vehicle detection sensors to communicate with the meter. The dongle also enables the Parkmobile payment to “push” to the meter display. The LNG meter does not require the use of a dongle to enable these communications, thereby streamlining data transfer and eliminating a potential point of failure. Since the installation of the first LNG meters in September of 2019, the police department has returned only 7 LNG meters for warranty repair.

In May of 2020, the police department contacted (18) agencies currently using the CivicSmart Liberty Next Generation (LNG) single space meter. The agencies that were contacted included municipalities, universities, downtown development authorities and parking divisions. Four of the organizations contacted were closed due to COVID-19 and messages were left for the contact persons. Synopses of the discussions with the (14) agencies are summarized in the attached report.
CivicSmart has provided us with an option to upgrade our Liberty meters to the LNG model at a
cost of $100.00 per meter. Currently there are 1,277 meter spaces in the City. The police
department would like to purchase 1,150 LNG meters to complete the replacement of Liberty
meters before the sunset of the 2G network. The requested quantity of LNG meters will prepare
us for future growth should additional meter spaces be added to the parking system and will also
provide for meters to be used as spares for replacements when needed.

The suggested retail value of the LNG meter is $275.00. The Liberty trade in / LNG upgrade offer
extended by CivicSmart provides a substantial cost saving opportunity to improve parking meter
functionality while allowing the City to continue its use of the existing Parking Management
Enterprise System (PEMS), vehicle detection sensors and CivicSmart AutoIssue software used by
parking enforcement staff.

For comparison purposes, a quote was requested from IPS Group, another manufacturer of single
space “smart meters.” IPS Group participated in a “smart meter” trial in the City of Birmingham
in 2016 and also submitted a previous bid to the City in 2016 during the bidding process when
the CivicSmart Liberty meters were selected for purchase. The IPS bid in the amount of
$1,125,860 includes 1,300 single space parking meters, 1,300 vehicle detection sensors, a data
management system, batteries, charging units, spare replacement parts, shipping and
installation. This amount does not include handheld parking enforcement equipment or software
which would also need to be replaced if the City were to switch parking meter vendors. Also not
included in the IPS quote are fees associated with “smart meters” such as monthly data
management charges, wireless connectivity fees, credit card processing costs and transaction
fees charged by IPS for Parkmobile payments to appear on the meter display. The IPS M5 single
space meter is priced at $495.00 each – a price five times that of the proposed CivicSmart LNG
upgrade.

The police department presented the CivicSmart LNG upgrade recommendation to the Advisory
Parking Committee (APC) at the August 19, 2020 APC meeting and the committee voted 7-0 to
support the proposal and recommend the purchase of 1,150 LNG single space parking meters.

LEGAL REVIEW:
The City Attorney has reviewed the attached quote. As CivicSmart is the manufacturer and sole
source vendor for CivicSmart LNG single space meters, the police department request to waive
competitive bidding requirements for this purchase.

FISCAL IMPACT:
This project was identified within the 2020-21 fiscal year Automobile Parking System Fund capital
outlay budget. The total cost for the upgrade to 1,150 CivicSmart LNG single space parking
meters including one year warranty is $115,000.00. Sufficient funds are available in Automobile
Parking System Fund capital outlay parking meters account # 101-301.002-971.0200 to provide
for this purchase.

SUMMARY:
The police department recommends approving the purchase of 1,150 LNG single space parking
meters from CivicSmart (equipment manufacturer and sole source vendor) in the amount of
$115,000.00. This recommendation was presented at the August 19, 2020 Advisory Parking
Committee (APC) meeting and the APC voted unanimously to support the proposal to upgrade the City's CivicSmart Liberty meters to 4G network compatible LNG single space meters in the amount of $115,000.00.

ATTACHMENTS:
1. CivicSmart LNG Meter Upgrade Price Quote
2. Single Space Parking Meters - Upgrade to 4G Network report for the August 19, 2020 Advisory Parking Committee meeting
3. CivicSmart Liberty “smart meter” staff report from the January 6, 2017 City Commission meeting agenda
4. CivicSmart LNG Customer Report
5. IPS Group Price Quote

SUGGESTED RECOMMENDATION:
To waive the competitive bidding process and approve the purchase of 1,150 LNG single space meters from CivicSmart, Inc., a sole source vendor; further charging this expenditure in the amount of $115,000.00 to the Automobile Parking System Fund capital outlay parking meters account # 101-301.002-971.0200.
INTRODUCTION:
On January 9, 2017 the City Commission approved the purchase of 1,277 single space Liberty “smart” parking meters from CivicSmart. These meters provided for a credit card payment option in addition to the existing payment methods - coin or pay-by-phone (Parkmobile). An equal number of vehicle detection sensors was purchased from CivicSmart at that time. The equipment was received in April of 2017. Installation of the parking meters was completed by May 2017 and the sensors were installed the following month.

Initial problems with the Liberty meters included battery drain and poor visibility due to the design of the parking meter housing domes. The domes were replaced with high visibility Lexan domes at no expense to the City. The battery drain issues were resolved with changes to meter programming, installation of additional gateways to enhance communications and newly engineered replacement batteries that were also provided to the City at no cost. The police department developed and implemented an aggressive preventative maintenance schedule that has greatly reduced low voltage and no communication meter issues that were prevalent when the meters were first installed. Our meter technicians employ the use of a “multimeter” to verify voltage before batteries are removed from charging units for deployment. In June of 2020, there were only 46 instances of low voltage battery replacements required and 31 occurrences of non-communicating (no-com) meters for the entire month. Most no-com meters are quickly repaired by either a battery swap or a meter reset. The low quantity of maintenance and repair occurrences is a vast improvement from the previous single space meter system which averaged approximately 15 maintenance and repair complaints (coin jams, etc.) per day. Additionally, quarterly battery replacements at all meters is no longer a maintenance burden with the CivicSmart meters.

In February of 2020 (the last month prior to the COVID pandemic) there were 129,018 payment transactions completed at parking meters in the City. During that same month, there were 90 reports of meter defects received by the police department. Of those 90 complaints received, 28 (31% of reported problems) were determined to be unfounded as the alleged meter defects could not be replicated by parking meter technicians. Out of 129,018 payment transactions completed, only 62 meter issues were identified and corrected in February 2020.
CivicSmart Liberty meters operate on the 2G cellular data network. Birmingham's Liberty meters utilize the T-Mobile 2G network. In 2019, various cellular network providers announced the sunset of 2G and 3G networks. Although T-Mobile has not made a recent public announcement, it is anticipated that the 2G network controlling the City's Liberty parking meters will cease operation on or near December 31, 2020. The 3G network is also scheduled to be terminated in December of 2020 and it is expected that degradation in communications will occur as the networks and associated equipment are reduced and ultimately terminated. There is no guarantee of service past the network sunset dates. After the networks are decommissioned, the existing Liberty meters will no longer accept credit cards and Parkmobile payments will not be able to be displayed on the Liberty meters as wireless communications will come to an end.

BACKGROUND:
During the 2019-20 fiscal year, CivicSmart provided the City of Birmingham with (100) Liberty Next Generation (LNG) single space “smart” meters to be installed in order for parking meter maintenance staff to test and evaluate this equipment. The LNG meter is very similar to the Liberty meter in both design and operation. The differences in these two parking meter mechanisms include the following upgrades on the LNG meter: enhanced communications on 4G network to provide faster processing of credit card and Parkmobile payments, a redesigned screen angle which provides an easier to read display, greater control of display settings, reduced power consumption and improved electronics including more memory and processing power. From a maintenance perspective, the technician menu used by parking staff for programming and repairs is greatly improved on the LNG meter to provide more efficient operations due to increased speed at which the menus can be accessed. The LNG meters feature a better fit inside the parking meter housing to provide easier opening and therefore cause less stress (wear and tear) on the parking meter housing locks. These features have proven to enhance proficiency in parking meter maintenance, repair and collections. Upgrading to LNG meters creates no changes to integrations with vehicle detection sensors, gateways, Parkmobile payment processing, CivicSmart Parking Enterprise Management System (PEMS), Smarking and parking wayfinding applications.

We currently have 132 LNG meters installed throughout the City. The CivicSmart LNG meters have performed well in the City of Birmingham. The LNG meters have been reliable in terms of maintenance and repair. The LNG meters have also been consistent in the avoidance of jammed coins, similar to the Liberty mechanisms. LNG programming changes can be completed remotely without the required use of a data key to modify the software design of the meters for updates to rates, time limits, free parking or holiday messages, etc. Another benefit of the LNG meter compared to the Liberty model is the elimination of “dongles” as necessary hardware for the meter. A dongle is a device attached to a meter that facilitates wireless communications. With the Liberty model, the dongle enables the wireless pole mounted vehicle detection sensors to communicate with the meter. The dongle also enables the Parkmobile payment to “push” to the meter display. The LNG meter does not require the use of a dongle to enable these communications, thereby streamlining data transfer and eliminating a potential point of failure. Since the installation of the first LNG meters in September of 2019, the police department has returned only 7 LNG meters for warranty repair.

In May of 2020, the police department contacted (18) agencies currently using the CivicSmart Liberty Next Generation (LNG) single space meter. The agencies that were contacted included municipalities, universities, downtown development authorities and parking divisions. Four of the
organizations contacted were closed due to COVID-19 and messages were left for the contact persons. Synopses of the discussions with the (14) agencies are summarized in the attached report.

CivicSmart has provided us with an option to upgrade our Liberty meters to the LNG model at a cost of $100.00 per meter. Currently there are 1,277 meter spaces in the City. The police department would like to purchase 1,150 LNG meters to complete the replacement of Liberty meters before the sunset of the 2G network. The requested quantity of LNG meters will prepare us for future growth should additional meter spaces be added to the parking system and will also provide for meters to be used as spares for replacements when needed.

The suggested retail value of the LNG meter is $275.00. The Liberty trade in / LNG upgrade offer extended by CivicSmart provides a substantial cost saving opportunity to improve parking meter functionality while allowing the City to continue its use of the existing Parking Management Enterprise System (PEMS), vehicle detection sensors and CivicSmart AutoIssue software used by parking enforcement staff.

For comparison purposes, a quote was requested from IPS Group, another manufacturer of single space “smart meters.” IPS Group participated in a “smart meter” trial in the City of Birmingham in 2016 and also submitted a previous bid to the City in 2016 during the bidding process when the CivicSmart Liberty meters were selected for purchase. The IPS bid in the amount of $1,125,860 includes 1,300 single space parking meters, 1,300 vehicle detection sensors, a data management system, batteries, charging units, spare replacement parts, shipping and installation. This amount does not include handheld parking enforcement equipment or software which would also need to be replaced if the City were to switch parking meter vendors. Also not included in the IPS quote are fees associated with “smart meters” such as monthly data management charges, wireless connectivity fees, credit card processing costs and transaction fees charged by IPS for Parkmobile payments to appear on the meter display. The IPS M5 single space meter is priced at $495.00 each – a price five times that of the proposed CivicSmart LNG upgrade.

LEGAL REVIEW:
The City Attorney has reviewed the attached quote.

FISCAL IMPACT:
This project was identified within the 2020-21 fiscal year Automobile Parking System Fund capital outlay budget. The total cost for the upgrade to 1,150 CivicSmart LNG single space parking meters including one year warranty is $115,000. Sufficient funds are available in Automobile Parking System Fund capital outlay parking meters account # 101-301.002-971.0200 to provide for this purchase.

SUMMARY:
The police department recommends approving the purchase of (1,150) LNG single space parking meters from CivicSmart (equipment manufacturer and sole source vendor) in the amount of $115,000.00.

ATTACHMENTS:
1. CivicSmart LNG Meter Upgrade Price Quote
2. CivicSmart Liberty “smart meter” staff report from the January 6, 2017 City Commission meeting agenda
3. CivicSmart LNG Customer Report
4. IPS Group Price Quote

SUGGESTED RECOMMENDATION:
To waive the competitive bidding process and approve the purchase of (1,150) LNG single space meters from CivicSmart, Inc., a sole source vendor; further charging this expenditure in the amount of $115,000.00 to the Automobile Parking System Fund capital outlay parking meters account # 101-301.002-971.0200.
# Modem LNG Meter Upgrade Quote

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSM-LNG</td>
<td>Upgrade to 4g with LNG. Need old Liberty mechs from Birmingham- (not included- battery, dome or retainer- already have)</td>
<td>$111.11</td>
<td>1150</td>
<td>$127,776.50</td>
</tr>
<tr>
<td>OT - DIS</td>
<td>One-Time Loyal Customer Discount</td>
<td>(12,776.50)</td>
<td>1</td>
<td>(12,776.50)</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$115,000.00</td>
</tr>
</tbody>
</table>

**2. Freight**

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRGHT</td>
<td>Freight/Shipping for Lot (actual shipping and handling to be added to the final invoice).</td>
<td>TBD</td>
<td>1</td>
<td>TBD</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

**Grand Total:** $115,000.00

---

**Additional Requirements**

- **Sales Tax:** If applicable, has not been included
- **Equipment**: Covered by a 1-year standard manufacturer's warranty.
- **Shipping Terms**: FOB Origin. Freight is not included in the above pricing. Freight will be prepaid and added to the invoice.
- **Ship date**: Approx. 8-12 weeks ARO. After we get in Liberty mechs from Birmingham
- **Payment terms**: Net 30 Days
- **Customer**: Will be invoiced upon delivery of equipment and monthly in advance for recurring wireless service fees.
- **Quotation**: Does not include field installation. Customer is responsible for installation.
- **Additional service and transaction processing costs**: Apply from third parties, including: Credit card gateway transaction and merchant fees. Customer is responsible for setting up credit card gateway compatible with Duncan credit card enabled meters. Contact your sales representative or project manager for additional details.
- **Prices**: Subject to change in the event of new or increased costs of wireless communications and other third party vendor services.
- **Recurring prices**: Valid for the first full year of service and may be subject to change for subsequent contract terms.

**Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.**

---

**Please Send Purchase Order To:**
Duncan Parking Technologies, Inc.
Attn: Meigan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

---

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation.

---

**Authorized Signature**

Ellen DeView
Print or Type Name
edeview@bhamgov.org
Email Address

**Bill To Address:**
Birmingham Police Department
PO Box 3001
Birmingham, MI 48012
Att: Ellen DeView

**Ship To Address:**
Birmingham Police Department
151 Martin Street
Birmingham, MI 48009

**Programming Contact Information Required:**

---

Date/Time Printed: 7/10/2020 11:32 AM
The terms and conditions contained herein (Terms) apply to the sale to any buyer (Buyer) of any products or services provided by Duncan Parking Technologies, Inc. (Duncan) at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin U.S.A. 53203, and of any of its affiliates or subsidiaries (Seller). Buyer and Seller may be referred to herein individually or jointly as the Buyer or Seller. 1. AGREEMENT. All sales are subject to, and expressly limited to, these Terms and any related order acknowledgment, quotation, specifications, releases, confirmations, and these Terms as excepted by Buyer and Seller. All different or additional terms or conditions proposed at any time in any purchase order, or contract or specification are hereby rejected. Buyer agrees that these Terms, and any relevant and mutually agreed purchase order, release, or quotation is incorporated herein; in total the Agreement. The Agreement is the entire agreement between the Buyer and Seller regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized representatives of Seller and Buyer.

2. ORDERS AND ACCEPTANCE. Pricing and conditions of sale are subject to Seller's valid quotation or quote, or (c) other acknowledgement return to Seller of Seller's valid quotation or estimate. Buyer may be granted a valid Seller quotation or estimate number, or (b) Buyer purchase and return to Seller of Seller's valid quotation, or (c) other acknowledgement and acceptance of Seller's terms by Buyer. Buyer agrees to accept Seller's valid quote or estimate only if it is acceptable to Seller. Buyer agrees that all invoices will be paid in full in accordance with the Agreement. Buyer agrees that inspection of products or services shall occur within three (3) business days of delivery of products or services. Notwithstanding any other term or condition herein, Buyer agrees that final acceptance of products or services occurs immediately upon use of such product or service or on the date of shipment. (b) Seller warrants that used or refurbished products are free of any latent defects or any other cost. Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance. (c) Buyer agrees to accept deliveries of goods other than those specified in Seller's quotation and these Terms of sale and return to Seller of Seller's valid quotation and any additional terms or conditions do not warrant performance.
DATE: December 28, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: CivicSmart Parking Meter and Vehicle Detection Sensor Purchase

In April 2016, staff began to reexamine on-street parking technologies in anticipation of the 2017 Old Woodward repaving project. The police department was tasked with examining various parking technologies including the following four systems: traditional (coin operated), smart meters (credit card enabled), multi-space (pay stations) and zone parking.

With contemporary meter technology (multi-space / smart meters), parking mechanism faults are instantly reported via management system support software – jammed meters and dead batteries can be repaired or replaced instantly resulting in less downtime per meter space providing potential for increased revenues due to fewer broken meters. Units run on solar power and are easily programmed for rate and time limit changes. Internet based meter management for repairs, audits, space monitoring, maintenance logs, inventory, etc. is greatly enhanced over administration of traditional parking meter mechanisms such as our existing system. Multi-space and single space smart meters share common advantages. In regards to technology, there is no distinct advantage between multi-space and single space smart meters. Traditional meters, while reliable, do not provide any of the advantages offered by modern technology.

MULTI-SPACE PAY STATIONS

Multi-space kiosks were evaluated with the consideration that streetscape aesthetics may improve with this type of on-street parking design. However, due to the need to identify parking spaces with zone and space numbers, current meter posts would remain in use. Although individual meter housings and mechanisms would be removed, the multi-space kiosks would be added resulting in additional streetscape design concerns. Multi-space kiosks also include significant loss of traffic control flexibility. Currently when very large areas or even single parking meter spaces need to be reserved for valet operations, special events and construction projects, meter bags are a convenient and effective way to prevent vehicles from parking at select spots. With multi-spaces kiosks, reserving spaces would require the use of barricades, traffic cones or barrier tape which are easily moved by parkers not authorized for those locations. Throughout staff discussions with parking equipment vendors, various problems associated with multi-space meters were identified by numerous dealers. Multi-space pay station drawbacks include:

- Motorists have to walk too far to pay for parking (a particular problem in winter months or during inclement weather)
- Wayfinding signage and kiosk directions increase motorist frustrations
- If one kiosk is out of service – all spaces in the area remain unpaid or motorists must walk even further to pay for parking
- Sometimes the closest kiosk is across the street, prompting the motorist to cross the road to pay
Repairs are more expensive than single space meters
- ADA / handicap parking compliancy issues
- Enforcement activity is more complicated
- User errors – wrong parking space number or license plate number entered results in ticket
- Complex multi-space meters are not as user friendly and easy to operate as single space meters

Staff conducted meetings and discussions with industry leading multi-space pay station and smart parking meter vendors (IPS Group, Mackay Meters, CivicSmart, and Traffic & Safety Systems). Also, staff spoke with representatives from several area communities (Rochester, Royal Oak, Ferndale, Grand Rapids, Detroit, East Lansing, and Ann Arbor) regarding their experiences with various parking equipment.

ZONE PARKING

Following the multi-space research, staff reviewed zone parking to review the advantages and disadvantages of implementing zone parking in the City of Birmingham. Zone parking allows a person to pay for parking within a specific zone. The vehicle has the ability to move, within that zone, as long as time remains on their parking session. Payment for this type of parking can be made at centrally located pay stations using a pay by plate method. Vendors (CivicSmart, Traffic & Safety Systems, IPS, Genetec) who provide parking systems and municipalities (Ann Arbor, Traverse City, Detroit, Michigan State University, Toledo, Windsor, Greenwich CT, Rochester NY, Palo Alto, CA, and Aspen CO) using both standalone meters and pay stations were contacted for review.

The perceived advantage of zone parking is the elimination of posts and signs identifying parking spaces. Disadvantages of zone parking include:

- Walking to a pay station and possibly waiting to pay
- Inconvenience to patrons parking with disability placards
- Zone parking requires multiple signs per block, giving the location of the pay station and identifying the parking zone
- On-street parking restrictions would require blocking parking spots with barricades, cones and barrier tape
- Zone parking requires pay stations and license plate recognition (LPR) equipment. Several LPR vendors, including Genetec, admit LPR accuracy is only about 95%, requiring a separate device for verification
- LPR forces parking enforcement assistants off the sidewalk and into vehicles. Parking enforcement officers are a great public relations tool having daily contact with business owners and patrons of the city
- LPRs create an additional cost to enforce parking and there is substantial cost estimated at $110,000 to equip our two parking jeeps with LPR cameras
- Should LPR equipment fail, motorized parking enforcement ceases until the vehicle equipment is repaired
- Zone parking requires 100% accuracy when patrons enter license plate information into the kiosk – any error will result in a parking citation being issued
- Pay station outages create a large revenue loss now that multiple spots are affected

SINGLE SPACE SMART METERS

Single space credit card meters are conveniently located for parkers, feature the same advantages of multi-space meters plus vehicle detection sensor technology not available with multi-space meters or zone, incorporate easier and cheaper repairs and offer streamlined enforcement tools. If one unit is out
of service, revenues and enforcement for the adjacent spaces are not affected. Traffic control at single space parking meters is achieved efficiently with the use of parking meter bags – no barricades, cones, or barrier tape needed. The lone disadvantage of single space meters is that there is no streetscape improvement.

**COSTS:**

An examination of the costs between single space smart meters and multi-space / zone parking show a distinct cost advantage for smart meters as demonstrated in the below chart:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th># METERS</th>
<th>PRICE PER</th>
<th>PURCHASE PRICE</th>
<th>ANNUAL MAINT</th>
<th>5 YR MAINT COST</th>
<th>TOTAL 5 YR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>SINGLE SPACE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CIVICSMART</td>
<td>1,277</td>
<td>$355.50</td>
<td>$787,270.50</td>
<td>$75,853.80</td>
<td>$379,269.00</td>
<td>$1,242,393</td>
</tr>
<tr>
<td>MULTI SPACE (LUKE):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRAFFIC &amp; SAFETY</td>
<td>153</td>
<td>$8,500</td>
<td>$1,300,500</td>
<td>INC</td>
<td>$596,700</td>
<td>$2,607,120</td>
</tr>
<tr>
<td>ZONE PARKING:</td>
<td></td>
<td></td>
<td>$1,410,500</td>
<td>INC</td>
<td></td>
<td>$2,717,120</td>
</tr>
</tbody>
</table>

**SUMMARY – NEW PARKING METER TECHNOLOGIES**

At the June 15 Advisory Parking Committee meeting, multi-space and zone parking technologies were discussed. At that meeting, after consideration of all of the above, the Advisory Parking Committee determined a new parking meter payment system is warranted and the best solution for is single space smart parking meters (with vehicle detection sensors) as opposed to multi-space pay stations or zone parking. Also at the June 15 APC meeting the committee voted to approve a trial of single space parking meters manufactured by IPS and CivicSmart. Mackay Meters and POM. Inc. declined to participate in the trial.

**TRIAL RESULTS**

From August 1 – August 30, 2016 a 30 day trial of single space smart meters was conducted on Martin Street between Henrietta and Pierce. Mechanisms manufactured by two competing vendors as selected by the Advisory Parking Committee for the trial – the IPS Group M5 meter and the CivicSmart (Duncan Parking Technologies, Inc.) Liberty meter. Both meters feature coin and credit card payment options. The trial focused on the following criteria:

- Installation & system implementation
- Customer service provided by vendors
- Management reporting systems
- Parkmobile interface
- Interoperability with parking enforcement handheld computers
- Aesthetic design/streetscape
- Parking customer experiences and comments
- Meter design and functionality
- Collections/maintenance/repair operations
- Sensor technology
### PRICE COMPARISON - CIVIC SMART / IPS

Quantity = 1,262 single space meters and sensors

<table>
<thead>
<tr>
<th>ITEM</th>
<th>METER PURCHASE PRICE PER</th>
<th>METER PURCHASE PRICE TOTAL</th>
<th>SENSOR PURCHASE PRICE TOTAL</th>
<th>ANNUAL MAINT FEES METERS</th>
<th>ANNUAL MAINT FEES SENSORS</th>
<th>TOTAL ANNUAL MAINT COST</th>
<th>MAINT COSTS 5 YR TOTAL</th>
<th>TOTAL 5 YR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPITAL OUTLAY METERS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPS GROUP *</td>
<td>$455.00</td>
<td>$574,210.00</td>
<td>$315,500.00</td>
<td>$121,152.00</td>
<td>$53,004.00</td>
<td>$174,156.00</td>
<td>$870,780.00</td>
<td>$1,760,490.00</td>
</tr>
<tr>
<td>CIVICSMT</td>
<td>$355.50</td>
<td>$448,641.00</td>
<td>$329,382.00</td>
<td>$74,962.80</td>
<td>$40,888.80</td>
<td>$115,851.60</td>
<td>$579,258.00</td>
<td>$1,357,281.00</td>
</tr>
<tr>
<td>COST DIFFERENCE</td>
<td>$113.50 EACH</td>
<td>$125,569.00</td>
<td></td>
<td>$46,189.20</td>
<td>$12,115.20</td>
<td>$58,304.40</td>
<td></td>
<td>$403,209.00</td>
</tr>
<tr>
<td>CAPITAL OUTLAY SENSORS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPS SENSOR COST</td>
<td>$250.00</td>
<td>$315,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$315,500.00</td>
</tr>
<tr>
<td>CIVICSMT SENSOR COST</td>
<td>$261.00</td>
<td>$329,382.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$329,382.00</td>
</tr>
<tr>
<td>MAINTENANCE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPS GROUP MAINT FEES</td>
<td>$8.00</td>
<td>$10,096.00</td>
<td>$121,152.00</td>
<td></td>
<td></td>
<td></td>
<td>$605,760.00</td>
<td>$605,760.00</td>
</tr>
<tr>
<td>CIVICSMT MAINT FEES</td>
<td>$4.95</td>
<td>$6,246.90</td>
<td>$74,962.80</td>
<td></td>
<td></td>
<td></td>
<td>$374,814.00</td>
<td>$374,814.00</td>
</tr>
<tr>
<td>IPS SENSOR FEES</td>
<td>$3.50/MO</td>
<td>$4,417.00</td>
<td>$53,004.00</td>
<td></td>
<td></td>
<td></td>
<td>$265,020.00</td>
<td>$265,020.00</td>
</tr>
<tr>
<td>CIVICSMT SENSOR FEES</td>
<td>$2.70/MO</td>
<td>$3,407.40</td>
<td>$40,888.80</td>
<td></td>
<td></td>
<td></td>
<td>$204,444.00</td>
<td>$204,444.00</td>
</tr>
</tbody>
</table>

### CIVICSMART LIBERTY COSTS:

Capital Outlay Liberty Meters  
$355.50 x 1,262 meters = $448,641.00
Capital Outlay CivicSmart Vehicle Detection Sensors  
$261.00 x 1,262 spaces = $329,382.00
Capital Outlay Total  
$778,023.00

Annual Fees (Maintenance): includes CivicSmart PEMS management system *

- $4.95 per meter per month x 1,262 meters  
- $6,246.90 per month  
- $74,962.80 per year  
- $374,814.00 (5 year meter fees total cost)

Annual Fees (Sensors):

- $2.70 per sensor per month x 1,262 meters  
- $3,407.40 per month  
- $40,888.80 per year  
- $204,444.00 (5 year sensor fees total cost)

5 YEAR TOTAL COST CIVICSMART = $1,357,281.00
**IPS M5 COSTS:**

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Calculation</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay IPS M5 Meters</td>
<td>$455.00 x 1,262 meters = $574,210.00</td>
<td></td>
</tr>
<tr>
<td>Capital Outlay IPS Sensors</td>
<td>$250.00 x 1,262 spaces = $315,500.00</td>
<td>$889,710.00</td>
</tr>
<tr>
<td>Annual Fees (Maintenance)</td>
<td>$8.00 per meter per month x 1,262 meters</td>
<td>$10,096 per month</td>
</tr>
<tr>
<td></td>
<td>$121,152.00 per year</td>
<td>$605,760 (5 year meter fees total cost)</td>
</tr>
<tr>
<td>Annual Fees (Sensors)</td>
<td>$3.50 per sensor per month x 1,262 meters</td>
<td>$4,417.00 per month</td>
</tr>
<tr>
<td></td>
<td>$53,004.00 per year</td>
<td>$265,020.00 (5 year sensor fees total cost)</td>
</tr>
</tbody>
</table>

5 YEAR TOTAL COST IPS GROUP = $1,760,490.00

* Original IPS maintenance charges were quoted at $5.75 per month (plus $.13 per transaction fee) per meter and adjusted by IPS on 09/08/16 to $8.00 per month per meter (plus $.06 per transaction fee) for final quote based on 30 day trial results.

**CONCLUSION**

Based upon the analysis of the trial criteria, the cost of both systems, feedback received from users of both systems and the independent advisory opinion of Mr. Andy Miller from Carl Walker, Inc. the APC voted at its October 26 meeting to select CivicSmart as the City’s single space smart meter vendor.

**OTHER – MONTHLY WIRELESS AND CREDIT CARD FEES**

In addition to the purchase price of smart meter and sensor equipment, monthly fees apply for wireless connectivity, reporting system charges and maintenance as indicated in the above cost analysis chart. With the purchase of smart meters, there are three types of associated credit card fees: gateway charges, processing fees and interchange fees. Finance Director Mark Gerber has examined these fees and has determined that the City will absorb those costs.

Suggested Resolution A:

To accept the recommendation of the Advisory Parking Committee approving the purchase of 1,277 CivicSmart Liberty parking meters and vehicle sensors in the amount of $787,270 for capital outlay and an additional $586,143 for monthly maintenance and connectivity fees; further to charge these expenditures to Auto Parking System Fund account number 585-538.001-981.0100.

Suggested Resolution B (CREDIT CARD PROCESSING FEES):

To direct staff to offer a credit card payment option at the new CivicSmart Liberty parking meters, with all said card processing fees charged to the Auto Parking System Fund.
# Duncan Parking Technologies, Inc. Liberty Single-Space Meter Quote
## (5 Year Budget)

**Prepared for:** Birmingham  
**Quote ID:** 16 09 01 202c  
**Sales Rep:** Jeff Rock/Brad Magee

**Ship-to Region:** MI  
**Prepared Date:** 01/03/2017  
**Expiry Date:** 02/02/2017

### 1. Single Space Meters

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSM - LIBERTY</td>
<td>Duncan Liberty Single Space Electronic Mechanism w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer (for POM Housing)</td>
<td>$395.00</td>
<td>1277</td>
<td>$504,415.00</td>
</tr>
</tbody>
</table>

**Subtotal**  
$504,415.00

### 2. Single Space Sensors

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SENS-Si</td>
<td>Duncan Si Vehicle Sensor (Pole mounted, integrated with Duncan Liberty Single Space meters). Includes Required Mounting Parts.</td>
<td>$290.00</td>
<td>1277</td>
<td>$370,330.00</td>
</tr>
</tbody>
</table>

**Subtotal**  
$370,330.00

### 3. Single Space Meter Services

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM - TRAIN</td>
<td>Project Management includes customer-specific meter and back-office configuration (locations, numbering, hours, holidays, rates, coins, screens, credit card process, cell service, etc.), system testing &amp; implementation. Remote PEMS Training session for City staff including, but not limited to meter technicians, meter collections, meter enforcement, finance department and management personnel. Field Installation is not included.</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
</tbody>
</table>

**Subtotal**  
Included

### 4. Discounts

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OT - DIS</td>
<td>One-Time Discount for Bundling the purchase of the Liberty Meters and/or Vehicle Sensors or Handhelds. 10% off on hardware.</td>
<td>$(87,474.50)</td>
<td>1</td>
<td>$(87,474.50)</td>
</tr>
</tbody>
</table>

**Subtotal**  
$(87,474.50)

**Grand Total:**  
$787,270.50

### 5. Liberty Monthly Fees

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSM - CC - WIRE</td>
<td>Monthly wireless PEM System fee per single space credit card meter - Does not include Credit Card Gateway Fees. Price is per meter/per month.</td>
<td>$5.50</td>
<td>1277</td>
<td>$7,023.50</td>
</tr>
</tbody>
</table>

**Subtotal:**  
$7,023.50

**Subtotal for 1 Year**  
$75,853.80

**Total For 5 Years**  
$379,269.00

### 6. Sensor Monthly Fees

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SENS-Si-WIRE</td>
<td>Monthly Wireless Fee for CivicSmart Pole Mounted Si Vehicle Sensor (per sensor/per month)</td>
<td>$3.00</td>
<td>1277</td>
<td>$3,831.00</td>
</tr>
</tbody>
</table>

**Subtotal:**  
$3,831.00

**Subtotal for 1 Year**  
$41,374.80

**Total For 5 Years**  
$206,874.00

### 7. Credit Card Fees

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPT1 - CC - GTWY</td>
<td>Credit Card Gateway Fee (per transaction fee)</td>
<td>$0.06 Per Credit Card Transaction</td>
</tr>
</tbody>
</table>

**Grand Total for 5 Years (excludes Credit Card Fees):**  
$1,373,413.50

---

**continued on next page**

**Date/Time Printed:** 01/03/2017 2:19 PM
Duncan Parking Technologies, Inc. Liberty Single-Space Meter Quote
(5 Year Budget)

Prepared for: Birmingham
Quote ID: 16 09 01 202c
Sales Rep: Jeff Rock/Brad Magee

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
</table>

Ship-to Region: MI
Prepared Date: 01/03/2017
Expiry Date: 02/02/2017

8. Additional Requirements

- Sales Tax, if applicable, has not been included
- Equipment is covered by a 1-year standard manufacturer’s warranty.
- Shipping Terms FOB Origin. Shipping/Freight not included. Freight will be prepaid and added to the invoice.
- Payment terms: Net 30 Days
- Customer will be invoiced monthly in advance for recurring wireless service fees.
- Quotation does not include field installation. Customer is responsible for installation.
- Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.
- Additional service and transaction processing costs apply from third parties, including: Credit card gateway transaction and merchant fees. Customer is responsible for setting up credit card gateway compatible with Duncan credit card enabled meters. Contact your sales representative or project manager for additional details
- Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.
- Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

Please Send Purchase Order To:
Duncan Parking Technologies, Inc.
Attn: Meigan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature
MARK H. CLEMENCE

Print or Type Name
edeview@bhamgov.org

Email Address

Bill To Address:
BIRMINGHAM POLICE DEPARTMENT
P.O. BOX 3001
BIRMINGHAM, MI 48012

Ship To Address:
BIRMINGHAM POLICE DEPARTMENT
151 MARTIN STREET
BIRMINGHAM, MI 48009

Ship To Phone Number: (248) 530-1869

Programming Contact Information Required:
ELLEN DEVIEW

Contact Name
(248) 530-1869

Contact Phone Number
edeview@bhamgov.org

Contact Email

Date
CHIEF OF POLICE
Print or Type Title
(248) 530-1875
Phone Number
DATE:       October 21, 2016
TO:         Advisory Parking Committee
FROM:       Mark H. Clemence, Chief of Police
SUBJECT:    Single Space “Smart” Meters – 30 Day Trial Report (REVISED)

Our current system for curbed and surface lot parking includes 1,262 mechanical (coin only) single space parking meters. Of the existing 1,262 parking meters, 817 spaces currently have a rate of $1.00 per hour, and 445 spots are priced at $.50 per hour.

An assessment of our existing parking meters confirmed that of the 1,262 installed meters, 989 of those units were manufactured prior to 2011. Our POM Inc. representative advised us in July of 2016 that mechanisms with a manufacture date prior to 2011 are now classified as obsolete, as repair parts are no longer available for those devices. According to the results of our meter analysis, 78% of our existing installed mechanisms are over five years old and therefore fall into the status of obsolescence. 18% (221) of our meters are over ten years old.

PARKING METER REVENUE SUMMARY:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2014-15 ACTUAL</th>
<th>2015-16 ACTUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARKMOBILE</td>
<td>109,800</td>
<td>147,450</td>
</tr>
<tr>
<td>LOT 6 - N. OLD WOODWARD</td>
<td>48,820</td>
<td>51,440</td>
</tr>
<tr>
<td>LOT 7 - SHAIN PARK</td>
<td>62,680</td>
<td>58,530</td>
</tr>
<tr>
<td>LOT 9 - PARK ST.</td>
<td>4,010</td>
<td>3,040</td>
</tr>
<tr>
<td>CURB</td>
<td>1,126,850</td>
<td>1,061,740</td>
</tr>
<tr>
<td>TOTAL *</td>
<td>1,352,160</td>
<td>1,322,200</td>
</tr>
</tbody>
</table>

* Note: revenues from Lot 6 permits, valet parking meter bags, and contractor/vendor parking meter bags are not included in this table.

From August 1 – August 30, 2016 a 30 day trial of single space smart meters was conducted on Martin Street between Henrietta and Pierce. Mechanisms manufactured by two competing vendors were selected by the Advisory Parking Committee for the trial – the IPS Group M5 meter and the CivicSmart (formerly known as Duncan Industries) Liberty meter. Both meters feature coin and credit card payment options.
For the 30 day trial, (15) IPS M5 meter mechanisms were installed on the existing meter poles on the north side of Martin between Pierce and Henrietta. (16) CivicSmart Liberty mechanisms were installed on the south side of Martin between Pierce and Henrietta. The north side of Martin had only (15) meters due to the Townhouse Bistro’s outdoor dining patio utilizing one parking space.

**SMART METER AND VEHICLE DETECTION SENSOR TECHNOLOGY**

With smart meter technology, parking mechanism faults are instantly reported via management system support software – jammed meters and dead batteries can be repaired or replaced promptly, resulting in less downtime per meter space providing potential for increased revenues due to fewer broken meters. Units run on solar or harvested energy power and are easily programmed for rate and time limit changes. Internet based meter management for repairs, audits, space monitoring, maintenance logs, inventory, etc. is greatly enhanced over administration of traditional parking meter mechanisms such as our existing system. A number of these features were validated during the trial period.

Vehicle detection sensors provided by both IPS and CivicSmart were also evaluated during the 30 day trial period. The trial demonstrated that sensors indeed provided meter revenue increases when installed in conjunction with new smart meters. Wireless vehicle detection sensors provide real-time data with over 99% accuracy to detect vehicle occupancy in a specific space. This provides for heightened efficiency and productivity of metered parking operations. Also, the sensors provide reset options for metered spaces after a vehicle moves from its designated space – increasing revenues as unused time cannot be transferred to the next vehicle using the space. (Vehicle A pulls out of space, sensor resets meter to zero minutes, Vehicle B cannot use prior vehicle’s unused time and must pay for parking). Vehicle sensors also can be used to prevent meter feeding – no extension of time limits past maximum are authorized. Also, sensors can integrate with wayfinding mobile phone apps used by motorists to find desired parking spaces. The IPS Group vehicle detection sensors are built into the dome of the M5 meter. The CivicSmart sensors are mounted to the top of meter pole below the parking meter housing.

In summary, the 30 day trial was very successful in allowing staff to evaluate the two different systems that were installed. A 19.42% increase in parking meter revenues was realized from use of smart parking meters and sensors during the trial period. For the three weeks prior to the start of the trial, weekly revenues in this block averaged $1,362.30. For the last three weeks of the trial (first week omitted due to installation and vendor presence) weekly revenues averaged $1,626.92 in the trial block for an average increase of $264.62 per week. The extended use of parking meter bags for a utility project at two spaces on the south (CivicSmart) side for over a week had an adverse effect on revenues and therefore reduced the amount of increase that could have been realized. The revenue increase is attributed to credit card use and vehicle detection sensors zeroing out time which was resold to the next parking customer.

The following criteria were evaluated during the 30 day trial period:

**INSTALLATION & SYSTEM IMPLEMENTATION**

On August 1, IPS arrived with meters programmed for the wrong side of the street. Two installers from IPS were on site with no other representatives present to assist in correction of miscommunicated deployment. After significant delay, IPS techs installed a meter on the north side of Martin Street, as opposed to the south side that was originally assigned to IPS. The first installed IPS Meter was too tall for most parking customers to be able to read, as the IPS M5 installations for the trial also included lower housings, whereas the CivicSmart units replaced the existing mechanisms only. IPS techs were advised that the first installed meter was too tall for customers to be able to read the display and use the meter. Further, techs were advised that the only apparent option would be for IPS to shorten the
meter poles to allow for the M5 trial to continue. As the steel poles are also full of concrete, IPS techs were advised that cutting poles would not be an easy task. Additionally, IPS was advised that should they not be the successful vendor upon completion of the trial, installation of replacement poles (at IPS expense) may be required to revert the original housing/mechanism heights to a proper usable position. The first IPS meter was installed after 4:00 p.m.

CivicSmart adapted to the south side of the block in an efficient and professional manner. A team of two vice presidents, an operations manager, an engineer, and two technicians resulted in an excellent installation process which was very well coordinated. All meters were up and running in no time, and the sensors were installed in a similar manner. All CivicSmart staff returned the following day to continue checking accuracy of meter and sensor operations.

ADVANTAGE: CIVICSMART

CUSTOMER SERVICE PROVIDED BY VENDORS

CivicSmart provided custom printed meter decals for the (16) CivicSmart spaces. These decals were printed in Birmingham Green and included time limit, meter operation instructions, and advertised the (4) accepted credit card payment options (MC, Visa, AMEX, Discover). CivicSmart responded very quickly when asked to customize financial reports to meet the needs of the police department. CivicSmart also made changes regarding vehicle detection sensor activity in a minimal amount of time whereas IPS took over a week to complete the task. Most impressively, CivicSmart maintained a total commitment to the 30 day trial period. Each week CivicSmart sent a variety of representatives - vice presidents, sales associates, engineers, and technical support staff to monitor the functionality of the parking meters and sensors. The CivicSmart representatives traveled from Arizona, California, Illinois and Wisconsin which demonstrated strong devotion to the project.

ADVANTAGE: CIVICSMART

MANAGEMENT REPORTING SYSTEMS

The CivicSmart PEMS (Parking Enterprise Management System) is more user friendly and easier to negotiate than the reporting system offered by IPS Group. While both management systems seem satisfactory, the CivicSmart PEMS is preferred and included a very convenient dashboard application that was used for daily financial and maintenance reporting throughout the trial.

ADVANTAGE: CIVICSMART

PARKMOBILE INTERFACE

Parkmobile (PM) is currently available at all parking meters in the City. The growth of Parkmobile continues, with the following recent revenue increases noted:

Fiscal year 2014-15 PM revenues up 59.09% ($40,693 increase) as compared to 2013-14.
Fiscal year 2015-16 PM revenue projections up 36.58% ($40,170 increase) compared to 2014-15.

Parkmobile usage during the three months prior to the 30 day trial in this zone (Martin between Henrietta and Pierce) averaged 609 transactions per month (638 in May, 564 in June, 625 in July).

Our current parking meters are coin only with Parkmobile enabled at all spaces for a payment option. The CivicSmart and IPS meters are both Parkmobile compatible. When parking customers use
Parkmobile pay by phone app for parking, fees charged by Parkmobile range from $.30-$0.43 for each transaction (amounts vary based upon membership type). The city pays no fees for Parkmobile use and receives 12 monthly direct deposits and one annual revenue sharing check which averages around $3,000.00 per year (3% of Parkmobile transactions).

The CivicSmart parking meters provided an excellent interface to the Parkmobile system. Parkmobile payments were successfully pushed to the meter mechanism so that both customers and enforcement personnel could see the payment status on the meter. This interface is provided at no charge by CivicSmart. IPS could not push Parkmobile payments to the meter during the 30 day trial and indicated that there would be a $.10 per transaction fee charged to the City should IPS become the successful vendor and that option was selected. Additionally, there was no integrated Parkmobile report available with the IPS system during the trial whereas the CivicSmart PEMS financial summary reports reveal that 11% of parking customers utilized Parkmobile as a payment option throughout the course of the 30 day trial. This data was not available from IPS Group, as only coin and credit card payments were differentiated in the IPS reports.

ADVANTAGE: CIVICSMART

INTEROPERABILITY WITH PARKING ENFORCEMENT HANDHELD COMPUTERS

In addition to system integration with Parkmobile and BS&A financial software, compatibility with the handheld computers used by parking enforcement assistants is a critical requirement for the police department. The 2016-17 fiscal year budget includes funding for the replacement of our existing Duncan AutoCite handhelds used by parking enforcement staff. Smart meter, sensor, and handheld purchases must be jointly evaluated so that all aspects of the parking system are mutually compatible and cost effective for the City. During the 30 day trial, representatives from CivicSmart demonstrated the proposed N5Print handheld budgeted for the current fiscal year. This device provides an excellent interface to allow parking officers to easily determine which spaces are occupied / expired and any other desired enforcement information. The N5Print handhelds also provide auto chalk (electronic time zone enforcement) functionality. The proposed enforcement computers provide a daily history by license plate (either manually entered by officer or photographed using the built in license plate recognition (LPR) reader on the handheld). The new handhelds could also be used to computerize our existing database of residential parking permits. As the proposed N5Print handhelds would run on our existing Duncan AutoIssue software, this is a very cost effective solution and there are no worries about compatibility with the city’s financial processing system (BS&A). IPS Group did not offer parking enforcement computer systems or equipment prior to the trial but have recently indicated that an a citation app is in development.

ADVANTAGE: CIVICSMART

AESTHETIC DESIGN/STREETSCAPE

As the CivicSmart Liberty meters fit securely into our existing housings, it is a very cost effective and efficient device that offers not only expedited installations but also does not alter the existing design of streetscape elements. The IPS M5 meter currently does not fit into our existing housings which means that either a customized mounting bracket or different lower housing unit is required in order to utilize this meter. As the brackets were not available for the trial period, IPS had to shorten all of the meter posts located in their trial area, resulting in significant aesthetic changes. Other design concerns regarding IPS meters noted during the trial period were detected in the City of Royal Oak where significant peeling was noticed on a large number of meters. The entire top portion of several IPS housings were found to be flaking as the exterior skin is coming off the Royal Oak meters. The IPS
meters installed in Birmingham during the 30 day trial immediately began to exhibit problems including rust in multiple locations on the majority of the meters. The rust was apparent near the door and at other locations on the IPS meters.

ADVANTAGE: CIVICSMART

PARKING CUSTOMER EXPERIENCES AND COMMENTS:

Public feedback for the smart meter usage was encouraged throughout the 30 day trial period. Comment cards were placed at several offices in city hall to promote smart meter customers to comment on their experiences using the meters. Social, print, and electronic media were utilized to advertise the test period and to encourage customer use and feedback. Thirty-nine comment cards were turned in. Twenty-nine customers checked the “I LOVE THIS METER” box – 11 in favor of the IPS and 12 in favor of the CivicSmart, with the following comments noted:

“I prefer paying using the app - but the meter wasn't clearly marked” – CS user
“I use Parkmobile and prefer not to use the app” – CS user
“Use Parkmobile – best way to pay for parking” – IPS user
“I used coins it only gave me time when I used quarters. Didn’t give me time for nickels or dimes” – CS user
“I put in $.60 then the meter read no coins. Then I had to use a credit card for a min. of $1.00 for 2 hrs. I only needed 10 min.” – CS user
“We do not need to buy new meters - waste of $500,000, existing ones are fine” – IPS user
“I don't like meters” – no meter brand specified (black ink)
“I don't like meters” – no meter brand specified (blue ink)
“I tried both coins and a credit card and neither worked” – CS user
“Need designated H/cap spots” – CS user
“I put in 2 dimes & a nickel – it only gave me 3 minutes
“Didn’t work! Takes dimes though...” – CS and IPS user
“Coins are being taken but not giving time” – IPS user
“Keep Parkmobile!” – user hated IPS loved CS and paid PM at CS
“Please keep coin payment as option on city meters. Most citizens I know (different age groups) want to keep a coin payment option.”

ADVANTAGE: 52% CIVICSMART / 48% IPS

METER DESIGN AND FUNCTIONALITY

The CivicSmart Liberty meter offers several advantages including Parkmobile interface and proven compatibility with BS&A (the city’s financial software). The meter has a high resolution LCD display and color coded payment buttons for convenience and overall ease of use. The Liberty is ADA compliant. The device fits securely into our existing housings and provides for coin, credit, debit, and pay by phone transactions. The Liberty meters connect wirelessly to the included Parking Enterprise Management System (PEMS) for maintenance and reporting. CivicSmart will soon offer a Lexan parking meter dome that will magnify the LCD display. The IPS M5 meter has a larger display that provides for better viewing of the expiration indicator and is preferred by the majority of parking enforcement assistants for easier detection of expired meters, but that benefit may come at the cost of battery consumption requiring significant continuing expenditures for replacements.

ADVANTAGE: DRAW

COLLECTIONS/MAINTENANCE/REPAIR OPERATIONS

The CivicSmart crew did an excellent job of initial training for maintenance and repair operations. CivicSmart collections were unchanged from usual procedures as the meters were installed in the existing housings. IPS had significant delays in arranging training for parking meter maintenance staff. The IPS meter collections took a lot longer to complete due to the lower housings that were used during the trial. Meter collection staff reports that collection times on Martin Street were 3 minutes for the
(16) CivicSmart meters and 20 minutes for the (15) IPS meters. The difference is in sealed can vs. open can / coin chute design. The coin cans in the IPS housings required a much longer amount of time for collections. Meter technicians also frequently noticed coins lodged in the IPS parking meter housing door and also coins that had fallen inside the meter and landed at the bottom of the mechanism instead of routing through to the coin can.

It should be noted that the City of Rochester has been using IPS meters for over two years and their maintenance employee is scheduled to travel to California in September for additional required training due to ongoing maintenance issues. This is of great concern as we employ two part-time employees to collect, maintain, and repair meters and need these operations to be very efficiently completed. Chief Schettinemil of Rochester PD stated that IPS customer service and maintenance has been intermittent due to changes with IPS personnel servicing their community.

ADVANTAGE: CIVICSMART

SENSOR TECHNOLOGY

CivicSmart sensors operate using radar technology. Essentially, an electronic fingerprint of a parked vehicle is generated and used to differentiate vehicles between parking sessions. The IPS Group sensors were not activated until August 15, and therefore the data was limited for comparison purposes including calculating increased revenues associated with resale of vacated parking spaces.

ADVANTAGE: CIVICSMART

PRICE

CIVICSMART LIBERTY COSTS:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay Liberty Meters</td>
<td>$355.50 x 1,262 meters = $448,641.00</td>
</tr>
<tr>
<td>Capital Outlay CivicSmart Vehicle Detection Sensors</td>
<td>$261.00 x 1,262 spaces = $329,382.00</td>
</tr>
<tr>
<td>Capital Outlay Total</td>
<td>$778,023.00</td>
</tr>
</tbody>
</table>

Annual Fees (Maintenance): includes CivicSmart PEMS management system *
<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.95 per meter per month x 1,262 meters</td>
<td>$6,246.90 per month</td>
</tr>
<tr>
<td>$74,962.80 per year</td>
<td>$374,814.00 (5 year meter fees total cost)</td>
</tr>
</tbody>
</table>

Annual Fees (Sensors):
<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.70 per sensor per month x 1,262 meters</td>
<td>$3,407.40 per month</td>
</tr>
<tr>
<td>$40,888.80 per year</td>
<td>$204,444.00 (5 year sensor fees total cost)</td>
</tr>
</tbody>
</table>

5 YEAR TOTAL COST CIVICSMART = $1,357,281.00

IPS M5 COSTS:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay IPS M5 Meters</td>
<td>$455.00 x 1,262 meters = $574,210.00</td>
</tr>
<tr>
<td>Capital Outlay IPS Sensors</td>
<td>$250.00 x 1,262 spaces = $315,500.00</td>
</tr>
<tr>
<td>Capital Outlay Total</td>
<td>$889,710.00</td>
</tr>
</tbody>
</table>
**Annual Fees (Maintenance):** includes IPS data management system *

$8.00 per meter per month x 1,262 meters  
$10,096 per month  
$121,152.00 per year  
$605,760 (5 year meter fees total cost)

**Annual Fees (Sensors)**

$3.50 per sensor per month x 1,262 meters  
$4,417.00 per month  
$53,004.00 per year  
$265,020.00 (5 year sensor fees total cost)

**5 YEAR TOTAL COST IPS GROUP = $1,760,490.00**

* Original IPS maintenance charges were quoted at $5.75 per month (plus $.13 per transaction fee) per meter and adjusted by IPS on 09/08/16 to $8.00 per month per meter (plus $.06 per transaction fee) for final quote based on 30 day trial results.

**ADVANTAGE: CIVICSMART**

It should be noted that the above estimates do not include the purchase of spare mechanisms. Acquisition of spares (3% of total spaces) would also be recommended at time of purchase.

This project was not identified for the 2016-17 or 2017-18 fiscal year budgets, but the costs could be offset by credit card fees being paid by parking customers, meter rate increases, and revenue increases.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>METER PURCHASE PRICE PER</th>
<th>METER PURCHASE PRICE TOTAL</th>
<th>SENSOR PURCHASE PRICE PER</th>
<th>SENSOR PURCHASE PRICE TOTAL</th>
<th>ANNUAL MAINT FEES METERS</th>
<th>ANNUAL MAINT FEES SENSORS</th>
<th>TOTAL ANNUAL MAINT COST</th>
<th>MAINT COSTS 5 YR TOTAL</th>
<th>TOTAL 5 YR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPITAL OUTLAY METERS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPS GROUP *</td>
<td>$455.00</td>
<td>$574,210.00</td>
<td>$315,500.00</td>
<td>$121,152.00</td>
<td>$53,004.00</td>
<td>$174,156.00</td>
<td>$870,780.00</td>
<td>$1,760,490.00</td>
<td></td>
</tr>
<tr>
<td>CIVICSMART</td>
<td>$355.50</td>
<td>$448,641.00</td>
<td>$329,382.00</td>
<td>$74,962.80</td>
<td>$40,888.80</td>
<td>$115,851.60</td>
<td>$579,258.00</td>
<td>$1,357,281.00</td>
<td></td>
</tr>
<tr>
<td>COST DIFFERENCE</td>
<td>($13,882.00)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$403,209.00</td>
</tr>
<tr>
<td>CAPITAL OUTLAY SENSORS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPS SENSOR COST</td>
<td>$250.00</td>
<td>$315,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$315,500.00</td>
<td></td>
</tr>
<tr>
<td>CIVICSMRT SENSOR COST</td>
<td>$261.00</td>
<td>$329,382.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$329,382.00</td>
<td></td>
</tr>
<tr>
<td>MAINTENANCE:</td>
<td>MONTHLY FEES PRICE PER</td>
<td>MONTHLY FEE TOTAL</td>
<td>ANNUAL FEES TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPS GROUP MAINT FEES</td>
<td>$8.00</td>
<td>$10,096.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$121,152.00</td>
<td></td>
<td>$605,760.00</td>
</tr>
<tr>
<td>CIVICSMART MAINT FEES</td>
<td>$4.95</td>
<td>$6,246.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$74,962.80</td>
<td></td>
<td>$374,814.00</td>
</tr>
<tr>
<td>IPS SENSOR FEES</td>
<td>$3.50/MO</td>
<td>$4,417.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$53,004.00</td>
<td></td>
<td>$265,020.00</td>
</tr>
<tr>
<td>CIVICSMRT SENSOR FEES</td>
<td>$2.70/MO</td>
<td>$3,407.40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$40,888.80</td>
<td></td>
<td>$204,444.00</td>
</tr>
</tbody>
</table>
associated with credit card usage and vehicle detection sensors. During the 30 day trial the average per transaction amounts at CivicSmart meters were $.71 for coin, $1.45 credit card, and $1.39 Parkmobile. Proceeding with the purchase of smart meters without either passing the credit card fees to the customer or implementing a parking meter rate increase would adversely affect the Automobile Parking System fund.

**CREDIT CARD FEES AND REVENUE INCREASES**

Smart meter credit card transaction fees vary by vendor. CivicSmart charges $.06 per transaction, and IPS charges $.13 per transaction. On September 8, IPS emailed final pricing which increased the monthly maintenance fees to $8.00 per meter and reduced the credit card per transaction fees to $.06 each. These per transaction charges are referred to as gateway fees and do not include credit card merchant processing fees. City staff has had several meetings with BankCard Services, a local credit card processing company which is independently operated and not affiliated with either IPS Group or CivicSmart. Mr. Mickael Gibrael, Vice president of Operations for BankCard Services has offered to act as the merchant of record for credit card processing should the City elect to implement smart meters. Credit card transactions at the new smart meters could be handled in similar fashion to the current Parkmobile system, whereby credit card fees are absorbed by the parking customer as opposed to the city paying those fees. The credit card parking rates would not exceed those charged by Parkmobile (average fee $.43 per transaction). City Attorney Tim Currier stated that credit card transactions could be paid by the parking customer. Smart meter credit card payment revenue sharing is an additional option, similar to our Parkmobile agreement.

Based upon an evaluation of our current parking meter rates and after analyzing the CivicSmart (CS) meter and sensor data from the 30 day trial, CS Vice President Jeff Rock projected a return on investment (ROI) with credit cards amounting to a revenue increase of $478,649 per year. Mr. Rock also estimates additional revenues associated with sensor use (resold time) in the amount of $41,784. Increased citation revenues in the amount of $86,462 are also projected as the capture rate should increase as vehicle detection sensors utilized in conjunction with new handheld enforcement computers could electronically locate violators and streamline enforcement activity. These revenue projections are based upon existing parking meter rates. Total increased parking revenues for credit card, sensors, and increased citations are projected by CivicSmart at $606,895 for the first year.

Several smart meter vendors have stated that our existing parking meter rates of $.50 and $1.00 per hour are not conducive to smart meters as the fees associated with credit card transactions and processing are not supported by low parking rates. Passing along credit card fees to parking customers could support maintenance of the existing parking rates and also offset annual maintenance and sensor fees.

Based upon the results of the 30 day trial and considering the various criteria used to evaluate the two systems, the CivicSmart Liberty is the preferred solution for the police department should the City move forward with a purchase of smart meters. Benefits to our existing coin only / Parkmobile credit card payment include availability of real time data reflecting usage, meter repair/collection status, remote management, and automated rate and time limit adjustments. A combination of new CivicSmart meters and new handheld computers would provide parking enforcement assistants with current information regarding the status of expired meters throughout the city. New handhelds could be used to monitor and manage enforcement activity thereby increasing efficiency of parking enforcement operations.
CIVICSMART LIBERTY AND SENSOR REFERENCES

The following information was obtained by staff from telephone conversations with existing CivicSmart Liberty and or sensor users:

Chattanooga, TN  Chattanooga Area Regional Transportation Authority (CARTA):

Parking Director Brent Matthews reports that CARTA has 600 Liberty meters installed and an additional 100 on order. CARTA is very happy with them. IPS was not selected as the credit card prices are too high. CARTA also uses Parkmobile and averages 600 PM transactions per day. CARTA pays the credit card processing fees, which turned out to be considerably more than they thought. However, Mr. Matthews stated that his agency has less money to collect due to credit card and PM usage, lower coin processing fees charged by the bank, and also less fees associated with armored car transfer of coins from CARTA office to bank. IPS filed multiple FOIA requests and initiated a lawsuit when that company was not the selected meter vendor. Mr. Matthews stated that CivicSmart resolves issues quickly. Battery issues from 2+ years ago have been corrected and there have been no new issues experienced.

City of El Paso, TX:

Assistant Director of International Bridges Paul Stresow confirmed that 1,590 Liberty meters and 400 vehicle sensors are currently installed with an additional 400 sensors on order. The system was implemented in 2012 and works very well according to Mr. Stresow, who likes the CivicSmart reporting capabilities as the reports are very helpful for maintenance and management staff for troubleshooting and revenue tracking. Currently El Paso has 3 full time maintenance staff (4 authorized) with plans to add a fifth employee to assist with the additional sensor installations as the increased responsibilities may require an extra employee. El Paso conducted a trial between IPS and (formerly) Duncan prior to the system implementation in 2012. The city requested bids and CivicSmart won the award. IPS Group protested the bid award. IPS provided El Paso with negative CivicSmart information regarding a purchase in Laredo. Upon investigation of the IPS claims, El Paso determined that many of the statements were not true. In response to IPS challenging the bid award, the El Paso purchasing department rejected all of the original bids and rebid the project. CivicSmart was again awarded the bid. Mr. Stresow reported that CivicSmart has been good, particularly since the company acquired Duncan. CivicSmart research and development has greatly improved and the customer service provided is also improved. Mr. Stresow was impressed that the CEO of CivicSmart paid a visit to the city of El Paso to make sure that they were happy with the products and delivery of service. El Paso pushes credit card fees to parking customers at a flat rate of $.35 per transaction.

City of Iowa City, IA:

Operations Supervisor Mark Fay stated that Iowa City has 1,175 Liberty meters installed since 2013. These units were purchased from Duncan Parking Technologies prior to the CivicSmart acquisition of Duncan which occurred in 2015. Iowa City originally experienced growing pains with the Liberty meters compared to the old Duncan products and services. The big problem was batteries were dying out fast and they had to be replaced. The battery issues have since been resolved, as have modern communication issues and company changeover issues experienced after installation. Iowa City conducted a meter trial between IPS and Duncan during which there were coin issues associated with the IPS meters. An aggressive preventative maintenance program has resulted in a drastic change in battery performance as a recharging station is used 2-3 times per year to enhance battery life. Mr. Fay reports that the Liberty meters are satisfactory and he would purchase CivicSmart again.

City of Walnut Creek, CA
Traffic Control Supervisor Karlan Larson reported that Walnut Creek has 1,500 IPS meters and 18 vehicle detection sensors which were installed beginning in April 2010. 110 Liberty meters were installed in 2015. Mr. Larson stated that a former Walnut Creek manager signed a contract with IPS that had a clause referencing that for the duration of the contract only IPS meters could be installed at the 1,500 spaces where the IPS meters were in use. After installation of the IPS meters, exorbitant battery bills became a big problem. The IPS battery bills exceeded $100,000 per year for replacements, as there is apparently a component in the battery that is in fact not rechargeable. This was demonstrated on a youtube.com “Hack in the Box” security conference video. Mr. Larson stated that there is a perceived “planned obsolescence” regarding the IPS batteries which put Walnut Creek in a “bind mode” during which the city is riding out the existing IPS contract which expires in January 2017. Walnut Creek was able to install the Liberty meters in 2015 for new spaces not included in the 1,500 spaces referenced in the IPS contract. Mr. Larson reports that after January when the IPS contract expires, Walnut Creek will proceed with replacing those units with Liberty meters. Mr. Larson stated that the selling point for the Liberty is that the CivicSmart product does the same work and the batteries are fully rechargeable. He also indicated that he likes the CivicSmart product as it is virtually “bulletproof”.
DATE: August 29, 2016
TO: Mark Clemence, Chief of Police
FROM: Scott Grewe, Operations Commander
SUBJECT: Zone Parking

Writer has been asked to prepare a report regarding zone parking in Birmingham. The purpose of this report is to review the advantages and disadvantages of implementing zone parking in the City of Birmingham. Two previous reports reviewed by the Parking Advisory Committee discussed the use of single space meters and multi space pay stations.

Zone parking allows a person to pay for parking within a specific zone. The vehicle has the ability to move, within that zone, as long as time remains on their parking session. Payment for this type of parking can be made at centrally located pay stations using a pay by plate method. Vendors who provide parking systems and municipalities using both standalone meters and pay stations were contacted for review.

**Vendor input/ review**

**Civic Smart**

Writer met with Vice President of Enforcement Sales, Jeff Rock. Mr. Rock stated Civic Smart is no longer selling pay stations to be used as pay by space and zone parking. He advised communities that used the pay stations with them had all switched back to standalone meters for four main reasons; convenience for the user, ease of maintenance, ease of enforcement and cost. Mr. Rock did not suggest zone parking for the same issues. Furthermore, he stated zone parking is the most difficult and costly to enforce. License plate recognition (LPR) equipment would be required to check for paid/unpaid vehicles. Mr. Rock estimated the cost of one LPR around $60,000 to $100,000.

Mr. Rock expressed concerns over pay stations and gave the following information.

1. Many people don’t want to walk to a pay station and prefer the convenience of having a meter in front of their vehicle.
2. If a plate is entered incorrectly at a pay station, they will receive a ticket as the vehicle is not paid for. Administration would have difficulty attempting to confirm payment being the actual plate is not in the system.
3. Pay station outages create a large revenue loss now that multiple spots are affected.
4. Repairs to pay stations often cost well over $1000 while one brand new meter is around $400.
5. Pay stations do not show time remaining for a particular spot and should print receipts for the person to have a reference for expiration time. Extra maintenance
of printers in colder climates and refilling paper supply becomes labor intensive and costly.

Mr. Rock expressed that Civic Smart/Duncan got out of the pay station business because it was not effective. He stated communities reported a loss in revenue and eventually returned to standalone meters. He gave Chicago and Los Angeles as examples of cities that removed the majority of their pay stations to go back to meters. Mr. Rock was not aware of any communities in the area that use pay by zone.

**Traffic and Safety**

Writer spoke with Tom Neff, sales representative for Traffic and Safety. Mr. Neff stated that his company sells the Luke II Multi-space kiosk. He stated they do sell standalone meters but that they don't compare to the Luke II Multi-space. Mr. Neff stated that most of what he has seen is pay by space but believes pay by plate is the way to go. He advised Flint is currently using the pay by zone method and has reduced its parking enforcement staff as a result. Mr. Neff stated one person working in a vehicle with LPR is writing more tickets than three parking enforcement officers did in the past. He estimated the initial cost of one LPR set up to be $45,000 to $55,000 for a base set up. For a system that would “auto chalk” vehicles for time zone enforcement would be closer to $70,000. He believed each additional camera set up would be around $15,000 to $20,000.

Mr. Neff stated the Luke II is very reliable and has very little down time. He said most problems are a five minute fix assuming spare parts are available. If not, parts can be overnighted keeping down time to 24 hours or less. He advised after initial set up there is very little maintenance. Mr. Neff stated with fewer units to service with multi-space kiosks the maintenance costs are also reduced. He stated there are fewer machines to empty coins from and maintain reducing labor costs.

**Integrated Parking Solutions (IPS)**

Writer met with Director of Regional Sales, Randy Lassner. Mr. Lassner stated IPS currently sells pay stations and meters. He advised that pay stations result in lost revenue and advised against them. He showed writer a picture he recently took of an elderly woman with a cane who he observed standing at the pay station for over three minutes. Mr. Lassner stated he observed people waiting in line to pay for their parking and one other that opted not to wait and left, leaving his vehicle parked unpaid.

Mr. Lassner stated he took this picture and showed writer because it displayed several of his concerns regarding pay stations. First, an elderly woman with a cane had to walk a distance to a pay station versus the convenience of a meter in front of her vehicle. Second, a defective pay station or a person having difficulty paying results in others waiting to pay and/or opting not to pay. Lastly, revenue was lost as people chose not to have to wait to use the pay station or did not want to walk the extra distance to a pay station and would rather risk getting a citation.

When asked about zone parking Mr. Lassner expressed the same concerns as Mr. Rock from Civic Smart. He advised the cost of enforcement on top of the other issues already mentioned with pay stations made it impractical. Mr. Lassner also stated the only way to enforce zone parking is with license plate recognition (LPR) equipment. He estimated the cost of one complete installation to be around $60,000. Mr. Lassner also stated the LPR systems are not
always accurate and estimated they are good about 85% of the time. He stated enforcement is next to impossible if the LPR goes out of service for any reason. Mr. Lassner stated the only community he was aware of that used pay by zone was Detroit.

Genetec
Writer spoke with Shane Farrell, Inside sales for Automotive License Plate Systems, for Genetec. Mr. Farrell stated his company sells LPR systems and stated the University System is best suited for our parking needs. He stated the University System does parking enforcement with permits by license plates. He advised the systems uses mapping software to assign zones and rules for each zone. Mr. Farrell stated their equipment is accurate at least 95% of the time. He stated the system also does a “last chance look up” anytime a hit (unpaid vehicle) is found to check again for payment.

Mr. Farrell stated they system is permit driven. Basically, when time is purchased the vehicle then has a permit in the system to identify it as a paid vehicle for a specified length of time. When that time expires the permit is removed from the system and if the plate is read by their software it will alert the officer that it is an unpaid vehicle.

This system can be used to enforce residential permit zones. In residential zones permitted vehicles can be entered into the database on an annual basis. When an officer drives through a residential zone they will be alerted to vehicles parked in that zone that are not on the permitted list.

Mr. Farrell also advised the system has an “auto-chalk” function which requires an additional camera. The system will alert officers to vehicles that may be in violation of maximum time zones. The officer can use the auto chalk function to take an additional photo to mark the vehicle. This camera takes an enhanced photo of the vehicles wheel and specifically the valve stem. The officer can return to the area after the allotted zone time and if the vehicle is still parked take an additional enhanced photo of the wheel/valve stem for evidence and issue a citation for time limit violation.

Mr. Farrell also advised the system is able to identify Scofflaw vehicles and can also connect to NCIC for stolen vehicles. BOL’s (Be On the Lookout) for suspect vehicles, from our agency or others, as well as Amber Alert vehicles can be entered in an attempt to locate suspect vehicles.

Mr. Farrell stated the cost for one vehicle set up with the LPR cameras is approximately $32,000. If the department decided to add the additional “auto chalk” cameras the total cost is $40,000 per vehicle. He stated the servers, in car computer and additional software set up with installation is approximately $17,000. He advised these costs could be reduced using the city’s existing servers if available. Genetec also can “host” the department and manage the systems at their location at a cost of $5,500 per year versus our agency having its own server and set up. This would save the city from spending the $17,000.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>One vehicle with LPR with Auto Chalk</td>
<td>$40,000</td>
</tr>
<tr>
<td>In car computer, server and set up</td>
<td>$17,000</td>
</tr>
<tr>
<td>5yr Advance replacement warranty</td>
<td>$18,000</td>
</tr>
<tr>
<td><strong>Estimated Total (1 Car)</strong></td>
<td><strong>$75,000</strong></td>
</tr>
</tbody>
</table>
These costs are estimates and can be reduced using existing servers and by using Genetec’s in-house server for storage. Each additional vehicle set up would be $40,000 to $46,000 depending on equipment. Removing the auto chalk functions would reduce each vehicle cost by $7,500.

**Municipalities contacted for review**

**Ann Arbor**
Writer spoke with Joe Morehouse, Deputy Director of the Downtown Development Authority. Mr. Morehouse stated the city currently has a combination of single space meters and multi-space Luke II kiosks. He stated they are currently in the process of purchasing additional multi-space pay stations to replace existing meters. Mr. Morehouse said all of their pay stations are pay by space and have used existing poles from parking meters to identify space numbers to be used with the pay station. He stated they currently have no zone parking in Ann Arbor.

Mr. Morehouse stated the pay stations have been very reliable and stated they are functioning correctly 99.5% of the time. He also believed there was a 5 to 10% increase in revenue when they switched to the multi-space kiosk due to most people paying for maximum time limits when using their credit cards even though they were leaving earlier. He also mentioned it was easier to collect coins since there are fewer machines and the pay station will tell you when it needs emptying.

Mr. Morehouse did say one problem was short term parking. He believed that most people making quick stops (i.e. grab a cup of coffee) don’t pay the pay station due to having to walk to it and the time to make a payment. He stated before they would just drop a quarter in a meter.

**Traverse City**
Writer spoke with Nicole Vannest, Parking Administrator for Traverse City. She stated they have added multi-space kiosks in surface lots only. They use the pay by space method and still use single space meters for on street parking. Ms. Vannest stated they have received numerous complaints regarding the multi-space pay stations and have talked about returning to single space meters in surface lots. The biggest complaint was inconvenience. She stated there has been no movement in either direction at this point and believes the city will continue with pay stations for the time being.

Ms. Vannest advised the reason they have transitioned to pay stations was less maintenance and reduced risk of coin theft. She stated the city is beginning to look at smart meters to replace their current single space meters. There has been no talk at this point regarding using multi-space pay stations for on street parking.

Ms. Vannest stated the city does not use zone parking or LPR technology. She pointed out that studies have shown the LPR to only be accurate 95% of the time. She also mentioned the cold weather months with snow covered plates as well as the desire to have the parking enforcement visible and in communication with the public on the sidewalks as reasons not to do zone parking.
City of Detroit
Writer met with Norman White and Satina Maddox, director and assistant director of municipal parking for the City of Detroit. They advised the City of Detroit has been using zone parking for a while and report it has been a success. They stated the city has seen an increase in revenue and a decrease in maintenance cost. The City of Detroit uses the Cale multi-space pay stations.

They have experienced very little down time and advised the system alerts them as well as the service personnel when there is a problem with a pay station. They currently use a LPR system to read license plates and look for unpaid vehicles. They agreed that the LPR system is not always the most accurate. As a result when a parking officer is notified of a vehicle in violation with the LPR they will confirm it with their hand held units before issuing a citation. They have experienced little to no down time with the LPR equipment.

When they need to block and area of parking they use cones/barricades to do so. They are able to post messages on the pay station regarding restricted zones however, the pay station will still allow payment due to the fact you can pay at one location for any parking zone in the city.

One issue they report is when someone parks in a no parking area or handicap area within a zone and pays the pay station. They state they have dealt with angry customers as a result of being able to pay for parking in a restricted area. Since the pay station only records the plate and the zone, it cannot know where one is parked and if it is a prohibited area. The other issue they're currently working on is creating sub-zones. The issue is that some of the zones cover areas that should have different time limits. They stated due to zone parking it is difficult to create smaller zones where one street may have a different time limit than surrounding streets.

Overall the city is happy with zone parking and has no intention of doing anything different at this time.

Michigan State University
Writer spoke with Deputy Director John Prush. Prush stated they currently have the P2 Digital Luke kiosks in several of the parking lots. They use IPS smart meters for their limited on street parking. They have had no issues with their Luke pay stations and advised they have been very reliable.

Prush stated they have installed the Genetec LPR cameras on three vehicles. He stated the installation was approximately one year ago and the system is still not operating as it should. Prush stated for the majority of the time the problem was Genetecs equipment not communicating with the Luke pay station. He stated the representatives did not seem very familiar with their equipment. Prush said the equipment now functions as it should, however they are having internal networking issues and the software is currently only available on their in car computers.

Review
In addition to the above contacts writer also reviewed the reports prepared by SP+ and Ellen DeView of the police department. Writer noted the SP+ report primarily dealt with pay stations and parking using the pay by space method. DeView’s report referenced smart meters and
pay stations and ultimately recommended smart meters. Neither report discussed the use of pay stations with zone parking.

After reviewing the SP+ report of pay stations, DeView’s report for smart meters, and the research done by writer, the following is writer’s observations:

1. The advantages outlined in pages 3 and 4 of the SP+ reports are the same advantages of the smart meters over the existing meters.
   a. One advantage given by SP+ to support the pay station is it improves the streetscape as one pay station supports a full block of parking and would replace multiple standalone meters.
      i. SP+ suggests pay by space. In reviewing other agencies using pay by space, most have converted the original meter post into a post with a sign on top identifying each parking spot number for reference when paying at the pay station. Due to this there is no real change in the streetscape except the addition of a pay station.

2. The cost of upgrading to pay stations versus smart meters is approximately $1,400,000 more per DeView’s report (Total 5 yr cost).
   a. Fewer pay stations reduce the manpower needed for maintenance.
      i. Currently the city employs two people for meter maintenance, reducing this staff by one would save the city approximately $30,000 annually.
         1. Over 5 years, $150,000.
            a. No significant reduction in personnel cost.

3. Zone parking can improve the streetscape by removing all meters and replacing them with a pay station. No signs are needed to identify a single parking spot as payment is done by plate.
   a. Three signs per block are used with zone parking. One placed at the pay station to identify its location. And one at each end of the block pointing in the direction of the pay station. All signs not only point to the pay station but also identify the zone you are currently in.
      i. A block with 16 parking spots now has 8 posts with double meters on each.
         1. Zone Parking, this block would now have 3 signs giving the location of the pay station and identifying the zone number as well as the pay station itself.

4. Zone parking can only be enforced using LPR equipment.
   a. LPR cameras can be used to enforce residential permit zones as well as on street paid parking.
      i. Residential permit areas can be mapped as a specific zone. Each license plate given permission to park would be entered in the database as a permitted vehicle in that zone.
         1. The LPR would alert parking enforcement to those vehicles parked in that zone that are not in the database for that area.
2. Tickets would then be issued to vehicles not displaying a guest pass.
   b. Vendors and municipalities have advised the LPR systems are not always accurate.
      i. The City of Detroit advised they check every plate identified with the LPR with their hand held device for accuracy.
      ii. MSU has had the equipment for one year and still has operational issues.
   c. LPR forces parking enforcement assistants off the sidewalk and into vehicles.
      i. Parking enforcement officers are a great public relations tool having daily contact with business owners and patrons of the city.
   d. LPR’s create an additional cost to enforce parking.
      i. The estimated cost to outfit our two parking jeeps with LPR cameras was outlined earlier.

5. The removal of standalone meters and posts for zone parking presents other issues.
   a. Currently meter bags stating “No Parking by order of Police” are placed over meters when parking spots need to be blocked for numerous reasons.
   b. Signs are also placed on meters to give notice of future restricted parking.
      i. For instance, the night before major closures, such as Dream Cruise, signs are posted on meters to gain compliance.
   c. Zone parking would require the use of barricades, cones and barrier tape to block off parking areas when needed.
   d. Posted sings would have to be put up in areas to give notice of pending closures for special events.
   e. Time limits assigned to a particular zone can also create problems.
      i. For example, if a person paid for the maximum time in a zone while at a business they would be restricted from purchasing time near another business if they were still in the same zone.
      ii. To address this issue very specific smaller zones would be required or extended time zones.

Recommendation
Zone parking (pay by plate) has some advantages. However, the disadvantages are too great at this time, in writer’s opinion, to implement zone parking in Birmingham. The inconvenience of walking to a pay station and possibly waiting to pay is a concern for the typical user and people parking with handicap passes. Streetscape can be improved with fewer meter posts but parking spots with barricades, cones and barrier tape to block spaces is unsightly.

Zone parking requires pay stations and LPR equipment that comes at a high cost. The reduced costs in manpower to maintain pay stations and enforce parking are minimal. The LPR equipment that is required for enforcement has great potential. However, at this time it appears LPR systems for parking are not the most reliable as can be seen by the MSU example. Also several vendors, including Genetec, admit the LPR is only about 95% accurate requiring a separate device for verification.

It is writer’s recommendation at this time that the City of Birmingham move forward with the purchase of single space SMART meters.
<table>
<thead>
<tr>
<th>Description</th>
<th>WITHOUT RATE INCREASE</th>
<th>WITH RATE INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016 PARKING METER REVENUE</td>
<td>$1,337,237</td>
<td>$1,337,237</td>
</tr>
<tr>
<td>PROPOSED RATE INCREASE (A)</td>
<td>-</td>
<td>811,731</td>
</tr>
<tr>
<td>INCREASE FROM USE OF CREDIT CARDS AND PARKING SENSORS (15%) (B)</td>
<td>267,447</td>
<td>322,345</td>
</tr>
<tr>
<td>REVISED PARKING METER REVENUE</td>
<td>$1,604,684</td>
<td>$2,471,313</td>
</tr>
<tr>
<td>CREDIT CARD TRANSACTIONS (30%)</td>
<td>$481,405</td>
<td>$741,394</td>
</tr>
<tr>
<td>APPROX. CREDIT CARD COSTS (C)</td>
<td>$106,000</td>
<td>$143,000</td>
</tr>
<tr>
<td>ANNUAL CIVICSMART METER MAINT. COSTS (D)</td>
<td>$115,850</td>
<td>$115,850</td>
</tr>
<tr>
<td>NET PARKING REVENUE INCREASE (A)+(B)-(C)-(D)</td>
<td>$45,597</td>
<td>$875,226</td>
</tr>
</tbody>
</table>
MEMORANDUM

Police Department

DATE: June 10, 2016

TO: Mark Clemence, Chief of Police

FROM: Ellen DeView, Staff & Services Coordinator

SUBJECT: Credit Card Parking Meters

PROJECT SCOPE:

Per your direction that I research parking meter technologies, I had meetings and discussions with industry leading multi-space pay station and smart parking meter vendors (IPS Group, Mackay Meters, CivicSmart, and Traffic & Safety Systems). Also, I spoke with representatives from several area communities (Rochester, Royal Oak, Ferndale, Grand Rapids, Detroit, East Lansing, and Ann Arbor) regarding their experiences with various parking equipment. Based upon this study, I recommend that should it be decided that a new parking meter payment system is warranted, the best solution for the police department is single space smart parking meters (with optional sensors) as opposed to multi-space pay stations. This report will summarize my research.

CURRENT PARKING METER SYSTEM:

Our current system for curbed and surface lot parking includes 1,238 mechanical (coin only) single space parking meters. 13 additional new parking meter spaces for the proposed ADA handicap meter project would result in a new total of 1,251 meter spaces.

Parkmobile is currently available at all parking meters in the City. The growth of Parkmobile continues, with the following revenue increases noted:

- Fiscal year 2014-15 revenues up 59.09% ($40,693 increase) as compared to 2013-14.
- Fiscal year 2015-16 revenue projections up 36.58% ($40,170 increase) compared to 2014-15.

PARKING METER REVENUE SUMMARY:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PARKMOBILE</td>
<td>109,800</td>
<td>122,970</td>
<td>149,970</td>
</tr>
<tr>
<td>LOT 6</td>
<td>48,820</td>
<td>44,710</td>
<td>55,250</td>
</tr>
<tr>
<td>LOT 7</td>
<td>62,680</td>
<td>45,150</td>
<td>54,180</td>
</tr>
<tr>
<td>LOT 9</td>
<td>4,010</td>
<td>2,620</td>
<td>3,140</td>
</tr>
<tr>
<td>CURB METERS *</td>
<td>1,126,850</td>
<td>855,860</td>
<td>1,027,030</td>
</tr>
<tr>
<td>TOTAL **</td>
<td>1,352,160</td>
<td>1,071,310</td>
<td>1,289,570</td>
</tr>
</tbody>
</table>

* Curb meter revenues are projected to decrease by approximately 4.5% in 2015-16 due to construction on North Old Woodward and Maple Roads, and also due to continued increase in Parkmobile usage in lieu of coin payments.
** Note: revenues from Lot 6 permits, valet parking meter bags, and contractor / vendor parking meter bags are not included in this revenue summary.

Of the existing 1,238 parking meters, 840 spaces currently have a rate of $1.00 per hour, and 398 spots at $.50 per hour.

**ADVANTAGES OF MULTI-SPACE / SMART METER TECHNOLOGY:**

With smart meter technology, parking mechanism faults are instantly reported via management system support software – jammed meters and dead batteries can be repaired or replaced instantly resulting in less downtime per meter space providing potential for increased revenues due to fewer broken meters. Units run on solar power and are easily programmed for rate and time limit changes. Internet based meter management for repairs, audits, space monitoring, maintenance logs, inventory, etc. is greatly enhanced over administration of traditional parking meter mechanisms such as our existing system. Vendors promise great revenue increases as motorists tend to purchase maximum allowed time via credit card vs. depositing nickels, dimes, and quarters into parking meters. This credit card driven revenue enhancement would be somewhat negated in Birmingham as 1/3 of our meters have time limits of one hour or less.

**CIVICSMART (FORMERLY DUNCAN PARKING TECHNOLOGIES)**

Based upon the discussions and research conducted, the CivicSmart / Duncan Liberty single-space offers several advantages including Parkmobile and BS&A compatibility. The meter has a large high resolution LCD display and color coded payment buttons for convenience and overall ease of use. The Liberty is ADA compliant. Jeff Rock, Vice President for CivicSmart, Inc. provided information regarding the CivicSmart / Duncan Liberty single-space credit card meter as the best option for Birmingham. This device would retrofit into our existing housings and provide for coin, credit, debit, and pay by phone including Parkmobile transactions. The Liberty meters connect wirelessly to the included Parking Enterprise Management System (PEMS) for maintenance and reporting. Liberty is available only as a single space meter.

**CIVICSMART LIBERTY COSTS:** Costs associated with these meters are as follows:

**CAPITAL OUTLAY:** $395 x 1,251 single space = $494,145 INITIAL INVESTMENT

**ANNUAL FEES (MAINTENANCE):** includes CivicSmart PEMS management system and credit card processing*

$5.50 per meter per month x 1,251 meters = $6,880.50 per month = $82,566 per year x 5 = $412,830  

* (additional gateway costs for credit card transactions charged by City’s credit card processing company are not included in this monthly charge. An additional $.06 per credit card transaction fee charged is charged by CivicSmart).

**ANNUAL FEES (WARRANTY YEARS 2-4):**
YEAR 2 = $37.50 PER METER (1,251) = $49,912.50  
YEARS 3-5 = $45.00 PER METER PER YEAR = $168,885.00  
4 YEAR WARRANTY TOTAL = $218,797.50  
5 YEAR TOTAL COST = $1,125,772.50 (plus costs for credit card transaction charges)
MULTI-SPACE METERS - TRAFFIC AND SAFETY (LUKE II)

I met with Tom Neff of Traffic and Safety Control Systems, Inc. regarding the LUKE II multi-space pay stations. Tom provided a list of 19 LUKE II customers in the State of Michigan including cities, universities, parks, and private lots. Only four of those cities listed (Ann Arbor, Lansing, Flint, Pontiac) use LUKE II for on street parking, the majority use the multi-space machines in surface lots and at boat docks.

There is a cost of $8,500 per unit for the LUKE II stations (price includes installation), and monthly fees totaling $10.00 per unit per month for Parkmobile and Duncan Autocite parking enforcement handheld computer interfaces. Mr. Neff estimates a quantity of 153 LUKE II stations would be needed to service the entire city. The preliminary capital outlay cost estimate for this system is $1.3 million for pay stations plus additional expenses for signage and wayfinding information for all metered areas throughout the city. Additional costs associated with this solution are $65.00 per station per month which includes machine to machine (M2M) modem digital connection via wireless carrier and also covers fees for real time credit card processing, maintenance alerts, cash in machine data, and maintenance status using the Digital Iris management system. There are no per transaction fees charged by Traffic and Safety associated with this solution, but credit card processing fees charged by the banking institution would still apply. The Luke II machines are ADA compliant.

While this platform has the highest front end and maintenance costs, benefits include fewer number of units to collect and repair compared to single space meters. Additionally, the solar/cellular designed pay stations are easily movable to alternate locations as there are no cables or power cords required. Drawbacks include downtime when unit(s) are out of order - resulting in revenue losses and frustrated motorists and parkers having to wait in line to use a multi-space meter shared by several spaces in a block. Also, repairs of single space smart meters are completed in a much more rapid fashion - no motherboards or other critical parts located at an out of state manufacturer’s location - resulting in potentially lessened downtime.

LUKE II MULTI-SPACE COSTS: Costs associated with these meters are as follows:

CAPITAL OUTLAY: $8,500 x 153 multi-space = $1,300,500 INITIAL INVESTMENT

ANNUAL FEES (MAINTENANCE): includes Digital Iris management system, cellular connectivity fees and real time credit card processing with no per transaction fees*

$65.00 per pay station per month
$65.00 x 153 = $9,945 per month = $119,340 per year X 5 = $596,700

* (additional gateway costs for credit card transactions charged by City’s credit card merchant processing company fees are not included in this monthly charge.

ANNUAL FEES (WARRANTY YEARS 2-4):
$1,160 PER PAY STATION PER YEAR
$1,160 X 153 = $177,480 X 4 YEARS
4 YEAR WARRANTY TOTAL = $709,920

5 YEAR TOTAL COST = $2,607,120 (plus costs for credit card merchant processing charges)
## SMART PARKING METER COST ESTIMATES:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th># METERS</th>
<th>PRICE PER</th>
<th>PURCHASE PRICE</th>
<th>ANNUAL MAINT</th>
<th>5 YR MAINT COST</th>
<th>4 YR EXT WARR</th>
<th>TOTAL 5 YR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SINGLE SPACE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPS GROUP</td>
<td>1,251</td>
<td>$495</td>
<td>$619,245</td>
<td>$86,319</td>
<td>$431,595</td>
<td>$250,200</td>
<td>$1,301,040</td>
</tr>
<tr>
<td>MACKAY - SINGLE</td>
<td>219</td>
<td>$550</td>
<td>$120,450</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MACKAY - DOUBLE</td>
<td>516</td>
<td>$750</td>
<td>$387,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MACKAY ***</td>
<td>735</td>
<td>SEE ABOVE</td>
<td>$507,450</td>
<td>$70,560</td>
<td>$352,800</td>
<td>$147,000</td>
<td>$1,007,250</td>
</tr>
<tr>
<td>CIVICSMART</td>
<td>1,251</td>
<td>$395</td>
<td>$494,145</td>
<td>$82,566</td>
<td>$412,830</td>
<td>$218,797.50</td>
<td>$1,125,773</td>
</tr>
<tr>
<td><strong>MULTI SPACE (LUKE):</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRAFFIC &amp; SAFETY</td>
<td>153</td>
<td>$8,500</td>
<td>$1,300,500</td>
<td>$119,340</td>
<td>$596,700</td>
<td>$709,920</td>
<td>$2,607,120</td>
</tr>
</tbody>
</table>

**NOTE:**

* PLUS CREDIT CARD TRANSACTION AND CREDIT CARD MERCHANT PROCESSING FEES
** PLUS CREDIT CARD MERCHANT PROCESSING FEES (NO INDIVIDUAL CREDIT CARD TRANSACTION FEES)
*** MACKAY SMART METERS ARE NOT PARKMOBILE COMPATIBLE

---

It should be noted that the above estimates for IPS M5, MacKay MKBEACON, or CivicSmart Liberty single space parking meters do not include the purchase of spare mechanisms. Acquisition of spares (5-10% of total spaces) would also be recommended at time of purchase.

### REPORT SUMMARY:

This City’s history with experimental parking projects has included reverse angle parking on North Old Woodward, the Parkeon pay and display multi-space debacle on South Old Woodward and Pierce Streets in 2005, and the subsequent Duncan multi-space kiosk installations on North Old Woodward which also met with public loathing. Other cities that experienced negative results with multi-space meters include: Los Angeles, Berkeley (CA), Denver, Evanston, Sacramento, San Francisco, Santa Monica, Atlanta, and the District of Columbia. All of these communities now have single space credit card meters.

Single unit credit card meters are conveniently located for parkers, incorporate easier and cheaper repairs, offer streamlined enforcement tools, and are cheaper to purchase and operate. If one unit is out of service, revenues and enforcement for the adjacent spaces are not affected.

Transitioning from single-space meters to multi-space kiosks would also include significant loss of traffic control flexibility. Currently when very large areas or even single parking meter spaces need to be reserved for valet operations, special events, and construction projects meter bags are a convenient and effective way to prevent vehicles from parking at select spots. With multi-spaces kiosks, reserving spaces would require the use of barricades or traffic cones which are easily moved by parkers not authorized for those locations.

Duncan Parking Technologies (now CivicSmart), once a leader in the multi-space parking business has ceased all sales of multi-space parking solutions due to failures and public preference of single space solutions for on street parking. Single space meters have frequently proven to be more suitable and convenient than multi-space kiosks.

Throughout my many discussions with competing parking equipment vendors, various problems associated with multi-space meters were repeatedly expressed by numerous dealers. Multi-space kiosk drawbacks include:
• Motorists have to walk too far to pay for parking (a particular problem in winter months or during inclement weather)
• Combined with the inherent laziness of most parkers, wayfinding signage and kiosk directions increase motorist frustrations
• If one kiosk is out of service – all spaces in the area remain unpaid or motorists must walk even further to pay for parking
• Sometimes the closest kiosk is across the street, prompting the motorist to cross the road to pay
• Repairs are more expensive than single space meters
• ADA / handicap parking compliancy issues
• Enforcement activity is more complicated
• Motorists frequently forget correct or enter wrong parking space number or license plate number – not conveniently corrected if kiosk is a far distance away
• Complex multi-space meters are not as user friendly and easy to operate as single space meters
• Units cost several thousand dollars each
• Maintenance fees, warranty costs, monthly phone connectivity expenses, and charges for interfaces to other databases (Parkmobile and Autocite enforcement) are pricey
• Single space meter modem monthly fees have reduced significantly in costs to warrant consideration of this type of technology

Should the Advisory Parking Committee and City Commission decide to make changes to our existing on street parking payment options, CivicSmart Duncan Liberty single space credit card meters may be the preferred solution for the police department. Benefits to our existing coin only / Parkmobile credit card payment would include availability of real time data reflecting usage, meter repair/collection status, remote management, and automated rate and time limit adjustments. A combination of new CivicSmart meters and new handheld computers would provide parking enforcement assistants real time information regarding status of expired meters throughout the city. New handhelds could be used to monitor and manage enforcement activity thereby increasing efficiency of parking enforcement operations. As the police department is now at full staff for parking enforcement assistants, greater enforcement activity is planned. A greater presence and increased enforcement in the metered areas of the business district should prompt additional revenues as motorists will be more motivated to pay for parking.

The costs associated with the purchase, maintenance, and warranty for this equipment could be offset by parking meter rate increases recently introduced as a topic for discussion. Based upon an evaluation of our current parking meter rates, Jeff Rock from CivicSmart projected a return on investment (ROI) with credit cards amounting to a revenue increase of $340,000 per year. Should the rates at the current $0.50 per hour meters increase to $1.00 per hour, Mr. Rock projects additional revenue enhancements of $150,000 per year for a total ROI of $490,000.00.

An additional opportunity for the city to generate meter revenue increases would be to install pole mounted vehicle sensors in conjunction with new smart meters. Wireless vehicle detection sensors provide real-time data with over 99% accuracy to allow cities to detect vehicle occupancy in a specific space or area. This provides for heightened efficiency and productivity of metered parking operations. Also, the sensors provide reset options for metered spaces after a vehicle moves from its designated space – increasing revenues as unused time cannot be transferred to the next vehicle using the space. (Vehicle A pulls out of space, sensor resets meter to zero minutes, Vehicle B cannot use prior vehicle’s unused time including grace period and must pay for parking). Vehicle sensors also prevent meter feeding – no extension of time limits past maximum are authorized. Also, sensors can integrate with wayfinding mobile phone apps used by motorists to find desired parking spaces. Cost for 1,251 vehicle
sensors at $290 each totals an initial investment of $362,790. CivicSmart charges a $3.00 monthly fee per vehicle sensor for an annual total of $44,316.

Whatever solution is deemed best for the City of Birmingham, these critical factors must be considered - ease of use for the public, system integration with Parkmobile and BS&A financial software, and compatibility with the handheld computers used by parking enforcement assistants. The 2016-17 fiscal year budget includes funding for the replacement of the existing Duncan Autocite handhelds. These projects must be jointly evaluated so that all aspects of the parking system are mutually compatible and cost effective for the City.
In May of 2020 the police department contacted (18) agencies currently using the CivicSmart Liberty Next Generation (LNG) single space “smart meter.” The agencies that were contacted included municipalities, universities, downtown development authorities, and parking divisions. Four of the organizations contacted were closed due to COVID-19 and messages were left for the contact persons. Synopses of the discussions with the (14) agencies are summarized in this report.

San Luis Obispo, CA (26 LNG meters):
Douglas Waugh, Parking Coordinator

This city is a college town with restaurants, boutiques, tourist areas and beach areas. San Luis Obispo has both CivicSmart LNG meters and IPS models M3 and M5 single space meters. Additionally, they still utilize obsolete Duncan Eagle coin only meter mechanisms in outlying and residential areas. Mr. Waugh stated that he preferred the CivicSmart (CS) LNG meter to the IPS product as he feels the LNG is a better meter but “the politicians had different views.” This city has a group of very vocal seniors that expressed positive public reaction to the LNG meters as they liked the big screen compared to the IPS “window.” San Luis Obispo is now looking at pay stations although the merchants and patrons do not seem to like multi-space parking meters. This agency installed the LNG meters 1 year ago and they have experienced no issues. Mr. Waugh stated that with a good maintenance program there should be no problems with the LNG meters. Mr. Waugh expressed that he favors the CivicSmart Parking Management Enterprise System (PEMS) to the IPS Parking Management Solution as PEMS is more “animated and descriptive.” He further said that he could purchase 2 CivicSmart meters and housings for the price of 1 IPS meter. Mr. Waugh also stated that CivicSmart is a very responsive company and they have “great technicians.” He added that the only downfall in his experience with the LNG meters has been related to battery life. In San Luis Obispo the batteries last 4-5 months as the CS LNG meters do not have solar power. There have been no return merchandise authorization (RMA) repairs requiring defective meters to be sent back to CivicSmart. Mr. Waugh stated that sending defective meters back to IPS is “a pain in the butt” and he added that the IPS backend software is “spreadsheet type, plain with no graphics” and is more challenging to navigate than the CS PEMS system. In San Luis Obispo the LNG meters work successfully in areas where the IPS M3 meters had lost communication for entire blocks. This city is also struggling with 2G end of life issues including frequencies that will currently communicate but future bandwidth obstructions may render them into a non-communicative state. Mr. Waugh stated that CS LNG
along with IPS M5 meters should both be OK on the G4 and G5 networks. San Luis Obispo does not utilize any type of pay by phone technology. There have been no reported change to operations (personnel, equipment repairs, budget) associated with the deployment of LNG meters in this city.

**Shreveport, LA (70 LNG meters)**

Lorenzo Lee, Parking Administrator

Shreveport is a university town with a central business district and plaza consisting of more restaurants than retail and it also features mixed use and residential areas where LNG single space parking meters are located. Parking Administrator Lorenzo Lee reported that Shreveport has installed (70) LNG meters at 112 spaces as they elected to purchase the LNG dual space mechanisms. The meters utilized prior to the deployment of the LNGs were POM APM-E. Shreveport currently does not accept credit cards as the management wanted to keep rates at $.50 per hour. Consideration is underway to increase rates to $1.00 per hour to offset credit card fees. The LNG meters in Shreveport currently have the credit card slots covered until the rates are increased and credit card payments accepted in the future. Mr. Lee stated that Shreveport just installed the LNG meters in May of 2020 as the project was delayed to COVID-19. The city cannot currently share any experiences good or bad as the meters were so recently installed. Shreveport has approximately 900-1,000 single space meters that they plan to update with LNGs after the COVID-19 pandemic ends. Mr. Lee stated that the City of Shreveport did not trial IPS M5 meters due to higher credit card processing fees. The meter projects in Shreveport are funded from the Downtown Development Authority.

**Borough of Quakertown, PA (120 LNG meters)**

Joe Murgia, Director of Services / Public Works

The Borough of Quakertown has 120 LNG meters installed. They upgraded from Duncan 2100 series meters that featured a button that when pressed would provide 15 minutes of free parking. Director Murgia was quite candid and portrayed his community as one with a great deal of discord with regard to its parking system. Mr. Murgia stated that he wanted to implement “kiosk parking” but that idea was “shot down” and the decision to implement LNG meters was that of the borough council and manager. In this community, one hour of parking costs a dime. Director Murgia reported that Quakertown spent $300,000 on parking meters and now is providing mostly free parking at its meter spaces. The borough has a program whereby businesses can pay $120 to purchase a parking meter space for an entire year. After the payment for the parking space is rendered the meter post is painted orange to designate the space as free parking. According to Director Murgia 100 posts have been painted orange and meter revenues are virtually nonexistent. Mr. Murgia does not like LNG meters. He stated that Quakertown has (5) CivicSmart gateways installed but the borough has experienced many communication problems with the LNGs. He stated that the LNG meters require “constant upkeep” from their two full time meter attendants and battery life has been an issue as their batteries are in need of replacement in “no time.” Quakertown does feature “zero out” functionality on their LNG meters so that when a vehicle leaves a metered parking space the time display resets to 00:00 and is not extended to the next user of the space. Director Borough advised that Quakertown also has a “FREE
PARKING” display on their meters during non-operational hours and he feels that this feature is also contributing toward battery drain. He also stated that the CivicSmart repair process is too slow and added that there have been accounting issues where the PEMS data does not match the batch reporting from the credit card service company. The only coin types accepted at Quakertown meters are quarters. Mr. Murgia stated that people frequently put in dimes and nickels and then complain that time did not register on the meter. When asked if the borough accepted pay by phone payments, Director Murgia responded, “No because these people aren’t smart enough. They are the dumbest people in the area.” When asked to describe his community, he stated that it is “a shit town” and “a spoiled shopping town with no customers.” Director Murgia stated that public reaction to the implementation of the LNG meters was negative and people “bitched until parking was free.” Quakertown does have flex rates – there is a credit card minimum of $4.00 for the first 8 hours and subsequent increments of $1.00 after the first 8 hours are accepted. Mr. Murgia added that the last property tax increase in the borough was in 1964.

Ohio State University (123 LNG meters)
Gary Morgan, Asset Manager (LAZ Parking)

The Ohio State University (OSU) has 122 LNG meters that were upgraded from Liberty meters in December 2019. No other single space meters were considered as LAZ parking has a good relationship with CivicSmart. The LNG meters were purchased to offer credit card payment options to increase revenues. Battery drain issues have been the only detected problem with the LNG meters at OSU. The simple nature and “easy to work on simplicity” are LNG features that Mr. Morgan and his staff enjoy. Since the LNG meters were implemented, revenue has increased $16,000 per month while repairs have decreased. Only 5 meters have been sent to CivicSmart for RMA repair since 2018. The LNG meters are installed near the medical center area of the OSU campus. Public reaction to the LNG meters has included thanks and compliments for the installation of credit card enabled meters.

Moorestown, NJ (123 LNG meters)
Lt. Mike Maaz

This community features a population of 21,000 and ¾ mile long stretch of shopping and restaurants. In May of 2018, Moorestown installed 123 LNG meters to replace “old style mechanical” meters of an unknown model. IPS meters were also considered by Moorestown but the city decided to purchase the CivicSmart LNG meters with cost as a primary deciding factor as the LNGs were much cheaper than the IPS M5 meters. Lt. Maaz summarized Moorestown’s experiences by stating that the LNGs are not bad meters, but the issues in this city were related to the pole mounted vehicle detection sensors. The sensor problems contributed to issues with the “zero out” function which is part of the Moorestown meter programming configuration. He stated that CivicSmart has been good at addressing issues and any non-communicating meters have been repaired or replaced. Lt. Maaz reported only 5-10 defective meters have been returned to CivicSmart in the two years since implementation. He stated that he likes the LNG meter as a revenue generating tool and he appreciates the flexibility to do “whatever you want” from a programming standpoint (12 minute free button, holiday, free parking messages, etc.). Lt. Maaz
summarized that the meters “do what they are intended to do.” His dislikes of the CivicSmart equipment are the sensors not being accurate enough to be trusted for trial, battery life, and he also does not like the design of the battery wire plastic connector. The LNG meters have increased revenue in this community although public reaction has been negative as there was no enforcement in Moorestown forever due to “old junky meters.” The new LNG meters have generated “a bunch of revenue from meter payments and violations.” Lt. Maaz stated that people “went nuts and lost their minds” after the CivicSmart equipment was installed and enforcement was reinstituted. Moorestown does not currently offer any type of pay by phone option.

**Lauderdale-By-The-Sea (LBTS) – (150 LNG meters)**
**Leroy Chasmer / Parking Supervisor**

LBTS is a small community of approximately 6,000 people. In this city, residents are allowed to use meters for free by displaying a residential parking pass that provides 3 hours of free parking. LBTS has 150 coin and pay-by-phone only CS LNG meters as the “big boss” is desirous of avoiding credit card processing fees. This city is a long term Duncan (CivicSmart) customer and decided to evaluate and purchase the LNG meters because LBTS had “been with Duncan so long and they were so good to us.” Supervisor Chasmer stated that LBTS has had no issues with the LNGs and the meters run good with a maintenance program. LBTS has had no repair issues in the 2 years of LNG usage, zero RMAs, and the maintenance technicians have only had to change batteries. This community installed 80 LNG meters in 2019 and an additional 70 in 2020. Mr. Chasmer remarked that the LNG batteries die faster than he likes “here and there once in a blue moon,” but he attributed that issue to the batteries being bad, not the meters. Features that he most likes about the LNG are the digital display which is “clear as day to see.” He also commented that LBTS has had to purchase and install fewer decal “stickers” to apply to the meter housing as the information is now clearly legible in the meter display. Mr. Chasmer remarked that there is nothing that he dislikes about the LNG meters, and he is waiting for the city manager to approve credit card usage. Parking Supervisor Chasmer stated that the deployment of the LNG meters has been very simple and has had no effect on operations. The LNG meters in LBTS are located by beach entries, restaurants, plazas, and in parking lots.

**Collingswood, NJ (180 LNG meters)**
**Kevin Carey, Chief of Police**

Collingswood has approximately 160-180 LNG parking meters in a very small business district in a city of about 16,000 resident. The LNG meters were recently upgraded from Liberty meters. Chief Carey stated that ½ of the street parking in this city is kiosk based and the other ½ is metered. He stated that it was more cost effective to update the meters to LNG than to purchase more kiosks. Collingswood was one of the first cities to implement LNG meters three years ago when the LNG meters were first introduced. Chief Carey stated that Collingswood has had good experiences with the LNG meters and he added that they are reliable. User errors such as depositing fake coins or putting coins where they don’t belong (i.e. dimes in a credit card slot) have been occasional issues. Chief Carey expressed that working with the CivicSmart “back office” has improved. Chief Carey stated that the ease of use of the LNG meters combined with very few citizen complaints received were the most favorable qualities of these meters. He stated
that prior to the LNG upgrade, Collingswood had constant complaints regarding the Liberty meters. His least favorable feature was reported to be credit card service fees. Chief Carey stated that changes prompted by the implementation of LNG meters were that the budget went down between $150,000 to $200,000 per year and manpower decreased by an amount of $50,000. Enforcement hours were expanded after the deployment of the LNG meters. Public reaction to the LNG meters has been favorable in Collingswood and complaints have been “knocked out” as people are “overall pretty happy.” The kiosks are still generating complaints as the batteries are frequently dead and people dislike walking to and from the units to complete parking transactions.

Helena, MT (210 LNG meters)
Tim Nickerson, Field Coordinator

Helena has approximately 210-215 LNG meters installed since August 2019 in a city with a population of 50,000 people. They also have a number of Cale multi-space meters. The LNG meters are installed in areas which include shopping, restaurants, bars, and offices. Prior to installing the LNG meters, Helena had Duncan Eagle meters. CivicSmart and IPS were invited for a “show and tell” to demonstrate the LNG and M5 meters in Helena. Mr. Nickerson stated that “the monthly fees were the biggest thing to tip the sale” toward CivicSmart LNG meters. The IPS monthly “running fees” were estimated to be an additional $1,000 per month compared to the CivicSmart recurring charges. Helena also attended trade shows in order to learn more about the single space meters offered by these companies. Mr. Nickerson has 24 years of parking experience and has attended many trade shows and he feels as though CivicSmart has “pretty good equipment.” Mr. Nickerson stated that he enjoys a good working relationship with CivicSmart and added that CS Operations Manager David Wiegel is “a good communicator, a good responder, and is always there to assist.” Most beneficial features of the LNG meters have been the credit card payment option which was “long overdue” in Helena. Mr. Nickerson likes the remote programming functionality of the LNGs and also the interchangeability of the universal ID USB key feature of the LNG meters. Negative issues were experienced with some coin readers crediting the incorrect amount of time until the problem was corrected with software that correctly calibrated and detected the size and weight of coins and prepaid parking tokens. Coordinator Nickerson also likes the management reports that are automatically sent to his cell phone nightly to provide daily revenue, low battery alarms, and error reports such as non-communicating meters. He stated that he “could not think of anything real notable” when asked what he dislikes most about the LNG meters. Mr. Nickerson described the deployment of the LNG meters as “pulling out an old dinosaur and putting in a new Cadillac.” He reported no issues with the “huge upgrade.” No repair issues have been experienced since the installation of the LNG meters. Coordinator Nickerson stated that he was amazed that the city has not had to switch out any batteries yet. He thought that the maximum battery life would be 6 months, and they have had the LNG meters installed for 9 months. He attributed a mild winter as a possible cause for the good battery life experienced in this community. Although not a lot of public reaction was received, feedback was positive due to the long wait for credit card payment as an option at Helena’s parking meters.
**Durango, CO (205 LNG meters)**  
**Wade Moore, Parking Operations Manager**

Durango has a population of approximately 18,000 residents. Currently there are 350 CivicSmart Liberty meters still installed in Durango, and 205 Liberty meters have been replaced by LNG meters. The LNG meters are installed in a 6 block stretch of an old fashioned central business district. Currently there is a hold on capital expenditures in this community otherwise they would have 1,000 LNG meters installed as there are 650 Duncan model 2100 coin only meters with no credit card functionality that are also in need of replacement. COVID-19 also has impeded additional LNG installations. Durango experienced a radio frequency issue with some of the LNG coin readers that caused incorrect amounts of time to register on the meters. Since the problem was identified the coin reader technology has been refined with improvements which provide greater accuracy by location for humidity and temperature conditions. Once the coin reader fix was developed the improvement was implemented electronically overnight to all of the LNG meters. Durango considered CivicSmart a single source for their whole metered parking solution as they still have the older 2100 meters and they considered the Liberties to be a “solid” product. The LNG meters were installed in Durango in May 2019. Mr. Moore opted for a very large custom font on the display of the LNG to assist older visitors that had trouble reading other meters with smaller displays. When asked what he disliked about the CivicSmart LNG meter, Mr. Moore responded, “producing things not fully vetted.” Some of the original LNG meters that had the coin registration problems may not have failed if they had been better tested and not as many problems may have resulted. The LNG meters in Durango are programmed for FREE PARKING and NO PARKING displays depending on date and time restrictions and no battery drain issues have been experienced. Few battery issues have been encountered. Mr. Moore stated that the LNG meter is basically a combination of a cell phone and a computer living in a box and it is amazing how well they work. Some of the coin slots have experienced minor damage due to vandals and some keypads have worn out and required replacement. Durango received positive emails from the Chamber of Commerce and the Business Development Director proclaiming that the LNG meters look good, are easy to read due to the big font, and have a better plastic dome. Mr. Moore stated that he is happy with the system and will keep working at it and added that he enjoys good relations with CivicSmart staff.

**Billings, MT (233 LNG meters)**  
**Tracy Scott, Parking Division Manager**

Billings replaced old Duncan Eagle meters with the CivicSmart LNG meter after an RFP process that resulted in bids submitted from IPS and CivicSmart. The deciding factors leading Billings to purchase the CivicSmart LNG meters included the fact that they already had CS meters and software and Ms. Scott stated that the display view on the LNG meter provided a better view for enhanced ADA compliance. Additionally, Ms. Scott expressed that the CivicSmart LNG meters had a “better price” than the IPS product. Similar to the City of Birmingham, the timing of the Billings LNG meter purchase coincided with the IPS vs. CivicSmart lawsuit. Billings installed 233 meters approximately 2.5 – 3 years ago. The LNG meters in Billings are installed in areas near courts, restaurants, some retail, breweries, and entertainment places. When asked to summarize the City of Billings experiences with the LNG meters, Ms. Scott replied that it has “not been good.”
Billings has had multiple problems with the LNGs. Ms. Scott stated that CivicSmart has "stayed on top of it" with weekly calls to provide status updates. Problems experienced in Billings include battery drain, tokens (such as Chuck E. Cheese) crediting time on meters, and coin chutes not registering time. They have also had gateway problems. Billings returned the vehicle detection sensors to CivicSmart as they had problems with the equipment functioning properly when buried in snow. In exchange for the returned sensors CivicSmart sent Billings an additional 83 meters as compensation. At one point Billings refused to make payments on the meters until CivicSmart resolved the issues. Ms. Scott stated that the qualities that she likes about CivicSmart / LNG include ease of operation and excellent customer service. She added that CS has been "going out of their way to help" and the support staff is "very accommodating." Ms. Scott stated that Billings had good past experiences with Duncan but problems started after CivicSmart assumed ownership of Duncan. Ms. Scott shared that the parking board wants to send back the CivicSmart equipment but she wants to keep it. The most disliked attribute of the LNG meter according to Ms. Scott is that it “was not properly tested and released too soon and the customer has to pay the price.” Billings has sent back a large number of LNG meters for repair. Ms. Scott stated that CivicSmart is “getting a handle on things now.” Public reaction was described as some users are grateful and happy with good credit card accessibility. People are also happy with the pay by phone function, particularly court visitors who frequently use the phone app to add time.

Charleston, WV (380 LNG meters)
Terri Allen, Director of Parking Operations

Charleston, WV has 380 LNG meters installed in the main hub of a capitol city near law offices, a courthouse, government offices, and shopping areas in the busiest section of the downtown district. The LNG meters were installed in this city in May of 2018 when Charleston, WV replaced 30 year old coin only Duncan single space meters. An RFP was issued for single space meters and CivicSmart and IPS meters were both considered. The LNG and M5 meters were reviewed and it was determined that the LNG provided greater benefits. The CivicSmart vehicle detection sensors have not functioned well in this community. Director Allen reported that the LNG meters have worked “fairly consistently well” and added that there have been no shortage of conversations back and forth about network issues and troubleshooting other problems such as coins not registering properly. Ms. Allen described CivicSmart PEMs reporting as a “financial wizard” for their collection routed. She added that customers like the credit card payment function of the LNG meters. Charleston, WV has not experienced significant issues with dead batteries. The high challenges that they are trying to work through include the RMA process as the described worst part of their CivicSmart experience. Director Allen stated that getting equipment sent back to CS and returned is not timely. CivicSmart pays the shipping and the company has acknowledged that the RMA process could be better. Charleston, WV received free extended warranties on equipment from CivicSmart due to the issues that they have experienced. Ms. Allen stated that her staff appreciates the easy to read display of the LNG as it is easy to see the green (paid) or red (expired) lights on the meter. The ability to easily see the display lights has made enforcement more efficient in this community. Also, the status lights on the LNG meters in Charleston, WV flash on both sides of the meter which greatly enhances the officer’s ability to read the meter from the sidewalk or the street side. Director Allen also likes the CivicSmart backend data and added that the CS customer service goes “above and beyond” and
she is sometimes surprised how much effort the support team has demonstrated. The biggest CS problems in this city have been related to the inconsistency of coin registration and troubleshooting coin drops. Also they have received equipment (collection cups, etc.) from CivicSmart that was intended for other agencies and shipped in error to Charleston, WV. Maintenance requests have doubled in this city since the deployment of credit card enabled meters. Meter maintenance personnel were added to handle scheduled battery changes, customer complaints, and tampering (i.e. paper clips in credit card slots). Public reaction has included some complaints that the meter “is junk” and repeat complaints have been received from some customers. Some of the public reaction has included people wanting more LNG meters to be installed due to the credit card functionality. The community is enjoying having additional payment options including Parkmobile which was implemented here in May of 2018. Director Allen stated that CivicSmart is very willing to find solutions to problems. Both “holiday” and “free parking” programming has worked well for this city. If she were to implement a new or upgraded parking system, Ms. Allen stated that she would sample all RFP candidate’s products and physically visit each city using the equipment. Although Charleston, WV has had “random long term problems,” Director Allen expressed that she “did not know if the experience would have been better with anything else.” Ms. Allen concluded that Charleston, WV has “invested time, money, and staffing on troubleshooting but more LNG meters can be added much cheaper than changing systems because there is so much setup it would be difficult to change, we are almost in a good place it would be very hard to change.”

Mobile, AL (400 LNG meters)
Ryan Galvin, General Manager / Reef Parking

The City of Mobile, AL has 400 LNG meters that were upgraded from CivicSmart Liberty meters in February, 2019 in an area comprised of retail, law offices, and restaurants. No other meters were considered because Republic Parking (now Reef) had several purchasing contracts for the LNG meter and had a history of good results with the CivicSmart product. Mr. Galvin reports that the LNG meter was preferred because it is “user friendly” for parking apps, credit card use, and coin payment. GM Galvin summarized these were the “selling points of a hot new product.” Mobile has had positive experiences with the LNG meters including the backend PEMS system being a “great tool which is very intuitive, interactive, and parking manager friendly.” The bad experiences with the LNG meter has been the angle of the credit card reader serving as a source of confusion to Mobile’s older population. Mr. Galvin also stated that Mobile experienced some coin reading issues that have been improved by a software update. LNG coin registration errors were at 9-10% daily prior to the update and now are reported at 1.5-2%. Mr. Galvin explained that with an LNG meter the coin reader is LED vs. mechanical coin readers in older style meters including the CS Liberty. GM Galvin stated that coin jams are rare with the LNG meters. Battery life has not been an issue in Mobile. Mr. Galvin stated that every “once in a while a battery gets replaced, but battery life is fine, we haven’t had to replace many batteries.” Mobile’s LNG meter programming includes an option for customers to prepay up to one hour before the meters are operational. After the coronavirus pandemic, Mobile offered free metered parking from 11:00 a.m. to 1:00 p.m. (regular hours of operation are M-F 800 a.m. to 5:00 p.m.) and the flexibility to easily change the meter programming is a great asset of the LNG meters. He appreciates the remote programming capabilities “especially during COVID.” No battery issues were detected
after the free parking programming was implemented. Mr. Galvin stated that “PEMS is the best” part of the CivicSmart LNG system. He utilizes aggregate occupancy reports to gather data collected by the subterranean sensors. Mr. Galvin stated that the deployment of LNG meters has resulted in a reduction of maintenance staff to (2) part time employees. He stated that they have “less people and less repairs.” He also stated that the repair or maintenance issues now are software updates only, not mechanical in nature, and they are handled via the cloud or by use of a data key.

**El Paso, TX (427 LNG meters)**

**Paul Stresow, Director of International Bridges**

The City of El Paso, TX has 427 LNG meters that were upgraded from CivicSmart Liberty meters. Director Stresow stated that El Paso tested IPS meters years ago and his agency was very unhappy with the product. He added that El Paso had some problems with the Liberty meters but the LNG meters have “worked out the issues.” El Paso discontinued use of the Passport parking system and branded a white label “Park 915” product to market parking apps and advertise Parkmobile use. Park 915 has been a “big hit” and El Paso partnered with a rap singer and NFL athlete to help promote the new parking system and apps. The ability for Parkmobile to “push” the payment to appear on the CivicSmart meter has been a “game changer” for parking in El Paso. Current concerns in El Paso are the 2G and 3G network sunsets and COVID revenue losses. Director Stresow likes the following features of the LNG meters: “reliability, price, functionality, responsiveness to rate changes and software updates.” Flex time programming and functionality has not been a problem in El Paso. Programming features include software to provide banner displays. No issues have been experienced with programming changes on the LNG meters compared to Liberty software updates which presented problems. Mr. Stresow added that the LNG meters work well with vehicle detection sensors. The single space nature of the LNG meter is now augmented with an LNG multi-space (2) meter option. Director Stresow commented that there are not a lot of downsides to the LNG meter. Compared to the Liberty meters, the LNG meters require less repair. El Paso has repaired (1) LNG meter due to a bad modem. No other repair or replacement issues were experienced in El Paso. Mr. Stresow described public reaction to the LNG meters as “all positive” and he added that people love the parking apps and Parkmobile payment push. The “Park 915” app provides turn-by-turn directions to vacant spaces and is also used for Parkmobile prepaid parking reservations. This app has resulted in public and private lots working together using sensor occupancy to guide customers to desired spaces. El Paso will be installing an additional 240 LNG meters post COVID.

**Charleston, SC (839 LNG meters)**

**Robert Sommerville, Deputy Director of Traffic and Transportation**

Charleston, SC has 839 LNG meters installed in the “heart of the city.” The meters are located near a college campus and in a shopping district that includes retail, night life, and local businesses. The City of Charleston, SC is in the middle of a 3 year program to transition Liberty meters to LNG. This project was initiated within the last 1.5 years and a total of 1,600 spaces will be upgraded to LNG meters. Charleston, SC originally purchased CivicSmart Liberty meters after a competitive RFP process that included proposals from POM and IPS. Director Sommerville
stated that after the product demonstrations were completed, CivicSmart was “over the top” with Liberty meters. Mr. Sommerville stated that Charleston, SC has two parking meter technicians and one prefers the Liberty meter and the other likes the LNG meter better. I spoke with these technicians and Jerry the “Liberty guy” prefers that model due to the ease of working on it (including modem replacements) while Richard the “LNG guy” seems to be more tech savvy and favors the LNG meter as it has faster menus and is “easier to work with.” Both technicians agreed that the CS service has “gone to the side” and they would not purchase from CS again as the company has not been reliable. Jerry and Richard stated that they cannot trust in the CS repairs as the “ball has been dropped too many times and there are too many excuses” as a number of meters sent in for repair have been returned in defective condition. The techs added that “you can’t trust a company that will lie to you.” Director Sommerville stated that this agency’s experience with the LNG meters has been fine. He added that the LNG has a faster processor which provides users and technicians with quick menu access and there is no need to wait to cycle through menus. Also, it is easier to switch SIM cards on a LNG meter than a Liberty. Conversely, he stated that it is easier to switch data keys on a Liberty meter and the LNG Universal ID key is not as easy to swap out. Mr. Sommerville stated that it is more difficult to replace a modem on an LNG meter compared to Liberty and the LNG would have to be shipped out for modem replacement. Director Sommerville stated that the CivicSmart LNG product is not bad, but the problem is with the CS service team. He has experienced delays in correspondence with CivicSmart including no responses to emails. He confirmed that in the 3 years that he has been involved with CivicSmart meters he has found the Liberty and LNG to be good products. Charleston, SC has experienced long delays with the CS RMA process and (32) meters were not returned for 3 years while other meters “came back in a couple months which is still too long” according to Mr. Sommerville. Public reaction has included complaints about the screen and readability.
### IPS Sales Quote

**Date** | **Quote #**
--- | ---
06/30/2020 | IPS-2020-063082618

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>795-504</td>
<td>Standard Mk 5 Model 795 SSPM</td>
<td>1300</td>
<td>$495.00</td>
<td>$643,500.00</td>
</tr>
<tr>
<td>VDS-020</td>
<td>Pole Mount Sensor</td>
<td>1300</td>
<td>$295.00</td>
<td>$383,500.00</td>
</tr>
<tr>
<td>795-054</td>
<td>Coin Validator Assembly Compatible with MK5 and MS1</td>
<td>65</td>
<td>$75.00</td>
<td>$4,875.00</td>
</tr>
<tr>
<td>795-600-H3P</td>
<td>MK5 Battery Pack Assembly - Primary 3XC (Non-Rechargeable)</td>
<td>130</td>
<td>$35.00</td>
<td>$4,550.00</td>
</tr>
<tr>
<td>795-099</td>
<td>Mk 5 Model 795 SSPM Meter</td>
<td>65</td>
<td>$495.00</td>
<td>$32,175.00</td>
</tr>
<tr>
<td>795-601</td>
<td>Standard Card Reader for MK3, MK5</td>
<td>26</td>
<td>$52.00</td>
<td>$1,352.00</td>
</tr>
<tr>
<td>Installation</td>
<td>On-site Services (2 Technician(s) - 10 Days)</td>
<td>1</td>
<td>$19,000.00</td>
<td>$19,000.00</td>
</tr>
<tr>
<td>555-611</td>
<td>Cable - MK5 Charger 11 Right-Angle Daisy Chain</td>
<td>8</td>
<td>$77.00</td>
<td>$616.00</td>
</tr>
<tr>
<td>555-612</td>
<td>MK5 Charger Trans Wall Plug 12VDC 1.0A</td>
<td>8</td>
<td>$50.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>555-702-ASY</td>
<td>MK5 LCD Display Board Assembly with LCD Screen</td>
<td>13</td>
<td>$95.00</td>
<td>$1,235.00</td>
</tr>
<tr>
<td>UNIV.Card.Set LONG</td>
<td>LONG - Universal Card Set (Diag/Main/Collection) 1 of each</td>
<td>6</td>
<td>$13.50</td>
<td>$81.00</td>
</tr>
<tr>
<td>DEC-800-803</td>
<td>My Parking Receipt Label (2'x1’)</td>
<td>1300</td>
<td>$04.00</td>
<td>$5,200.00</td>
</tr>
</tbody>
</table>

**Name / Address**

Birmingham Police Department  
P.O. Box 3001  
Birmingham, MI 48012

**Ship To**  
Birmingham, MI - Police Department  
151 Martin Street  
Birmingham, MI 48009

**Rep** | **P.O. No.** | **Terms** | **FOB**
--- | --- | --- | ---
MW | | Net 30 | San Diego
IPS Sales Quote

<table>
<thead>
<tr>
<th>Date</th>
<th>Quote #</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/30/2020</td>
<td>IPS-2020-063082618</td>
</tr>
</tbody>
</table>

Name / Address

Birmingham Police Department
P.O. Box 3001
Birmingham, MI 48012

Ship To

Birmingham, MI - Police Department
151 Martin Street
Birmingham, MI 48009

<table>
<thead>
<tr>
<th>Rep</th>
<th>P.O. No.</th>
<th>Terms</th>
<th>FOB</th>
</tr>
</thead>
<tbody>
<tr>
<td>MW</td>
<td></td>
<td>Net 30</td>
<td>San Diego</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Coin Type: COINS</td>
<td>1</td>
<td>$00.00</td>
<td>$00.00</td>
</tr>
<tr>
<td>N/A</td>
<td>Coin Slots: Dollar</td>
<td>1</td>
<td>$00.00</td>
<td>$00.00</td>
</tr>
<tr>
<td>N/A</td>
<td>Card Decals: VISA, MASTER, AMERICAN EXPRESS, DISCOVER</td>
<td>1</td>
<td>$00.00</td>
<td>$00.00</td>
</tr>
<tr>
<td>Notes-Freight</td>
<td>+ FREIGHT CHARGES</td>
<td>1</td>
<td>$29,376.60</td>
<td>$29,376.60</td>
</tr>
</tbody>
</table>

Subtotal            $1,125,860.60
Sales Tax (0.00%)   $00.00
Grand Total         $1,125,860.60

**TERMS AND CONDITIONS:**

1. Quote is stated in USD. Shipping and sales tax charges may apply.
2. Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the ‘P.O. No.’ box near the top of the quote.
3. All requested information must be sent to the email address listed below or via mail. Notification will be sent once the order is submitted for processing.
4. This quote expires 90 days after the date it was issued.
5. Additional installation services required will be charged $950/day per technician.
6. Training and Commissioning will be $1000 minimum on a new installation if applicable.

Signature

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>858-568-7648</td>
<td>858-408-7839</td>
<td><a href="mailto:support@ipsgroupinc.com">support@ipsgroupinc.com</a></td>
</tr>
</tbody>
</table>
DATE: August 25, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Contract Lane Painting - Pavement Markings 2020-21 Addendums to Extend Hart Pavement Marking Striping Corporation and PK Contracting, Inc. Agreements

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:

<table>
<thead>
<tr>
<th>Company</th>
<th>Fall 2019</th>
<th>Spring 2020</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hart Pavement Striping</td>
<td>$43,200.00</td>
<td>$64,000.00</td>
<td>$107,000.00</td>
</tr>
<tr>
<td>J V Contracting</td>
<td>$59,624.00</td>
<td>$118,412.00</td>
<td>$178,036.00</td>
</tr>
<tr>
<td>PK Contracting, Inc.</td>
<td>$175,166.00</td>
<td>$331,189.50</td>
<td>$507,335.50</td>
</tr>
</tbody>
</table>

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)
- J V 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 provide for the City to offer the successful vendors an option to extend at the same rate for (2) additional years through mutual consent. The police department recommends extending the contract in the amount of $107,000.00 to Hart Pavement Striping Corporation for the fall 2020 and spring 2021 handwork painting duties. The police department also recommends extending the contract in the amount of $10,027.00 to PK Contracting for spring 2021 centerline painting markings.

LEGAL REVIEW:
The city attorney has prepared the attached Addendum to extend the Hart Pavement Striping Corporation pavement markings contract and the Addendum to extend the PK Contracting, Inc. pavement markings contract.

FISCAL IMPACT:
Sufficient funding is available in the 2020-21 major streets budget contract lane painting account for these expenditures.

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) with a lower overhead and fewer clients. 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. Invitation to Bid
2. Hart Pavement Striping Corporation – Attachment A (Agreement)
3. Hart Pavement Striping Corporation – Attachment B (Bidder’s Agreement)
4. Hart Pavement Striping Corporation – Attachment C (Cost Proposal – 2 pages)
5. Hart Pavement Striping Corporation – Attachment D (Iran Sanctions Act Vendor Certification Form)
6. Addendum to Extend the Hart Pavement Striping Corporation pavement markings contract
7. PK Contracting, Inc. Attachment A (Agreement)
8. PK Contracting, Inc. – Attachment B (Bidder's Agreement)
9. PK Contracting, Inc. – Attachment C (Cost Proposal – 3 pages)
10. PK Contracting, Inc. – Attachment D (Iran Sanctions Act Vendor Certification Form)
11. Addendum to Extend the PK Contracting, Inc. pavement markings contract

SUGGESTED RESOLUTION:
To approve the addendum to extend the contract for 2020-21 handwork pavement markings with Hart Pavement Striping Corporation in the amount of $107,000.00 for combined fall 2020 and spring 2021 applications; further to approve the addendum to extend the contract for pavement marking longlines with PK Contracting, Inc. for spring 2020; further authorizing and directing the mayor and city clerk to sign the addendums on behalf of the city; further to authorize these budgeted expenditures from account number 202-303-001-937.0200.
INVITATION TO BID

Sealed bids endorsed “PAVEMENT MARKINGS 2019-20” 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 Tuesday, August 1, 2019 at 10:00 a.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 2019 and one for the spring of 2020. 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 2020, there are no yellow or white long line projects or bid forms for the fall of 2019. 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).

Specifications are available exclusively via the Michigan Intergovernmental Trade Network (MITN).*

Bids must be submitted in a sealed envelope marked “PAVEMENT MARKINGS 2019-20”. The date and time of the bid opening must be marked on the envelope.

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 and a written purchase order has been delivered to the successful bidder.

* The City of Birmingham is part of an organization called the Michigan Intergovernmental Trade Network (MITN), a group of agencies that joined forces to create a regional bid notification system to notify companies of new bid opportunities. Bids, quotations and proposals are posted online. All vendors are encouraged to visit www.govbids.com and click on “The Michigan MITN System” link in order to register their company and gain access to new bids and proposals. If you do not have internet access, please call 1-800-835-4603, to speak to a representative at IPT BidNet®, the technical support group that handles the MITN system.
Submitted to MITN: July 18, 2019
Deadline for Submissions: August 1, 2019 at 10:00 a.m.
Contact Person: Ellen DeView, Staff & Services Coordinator
Birmingham Police Department
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012
Phone: (248) 530-1869
Email: edeview@bhamgov.org

The ITB, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTN: Ellen DeView.
INVITATION TO BID
For PAVEMENT MARKINGS 2019-20

CONTENTS
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.................3
INTRODUCTION ..............................................................................5
INVITATION TO SUBMIT A BID ......................................................6
INSTRUCTIONS TO BIDDERS ....................................................6
EVALUATION PROCEDURE AND CRITERIA ...................................7
TERMS AND CONDITIONS.............................................................7
CONTRACTOR’S RESPONSIBILITIES..............................................8
CITY RESPONSIBILITY ...............................................................8-9
SETTLEMENT OF DISPUTES......................................................9
INSURANCE ...............................................................................9
CONTINUATION OF COVERAGE ...............................................9
EXECUTION OF CONTRACT ....................................................9
INDEMNIFICATION .................................................................10
CONFLICT OF INTEREST .........................................................10
EXAMINATION OF BID MATERIALS ........................................10
PROJECT TIMELINE .................................................................10
SCOPE OF WORK .................................................................11
ATTACHMENT A - AGREEMENT ..............................................12-17
ATTACHMENT B - BIDDER’S AGREEMENT ...............................18
ATTACHMENT C - COST PROPOSAL ........................................19-21
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION
FORM.......................................................................................22
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.
INTRODUCTION

The purpose of this ITB is to request sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2019-20** 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 2019-20 FALL 2019 HANDWORK**
**PAVEMENT MARKINGS 2019-20 SPRING 2020 HANDWORK**
**PAVEMENT MARKINGS 2019-20 SPRING 2020 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 of Birmingham is accepting sealed bids from qualified vendors for the purchase of **PAVEMENT MARKINGS 2019-20**.

Bids for the purchase of **PAVEMENT MARKINGS 2019-20** are requested in this Invitation to Bid.

Bids, materials and services shall be submitted and delivered in accordance with the attached specifications, scope of work, and bid forms prepared by the City of Birmingham and contained in this Invitation to Bid (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 August 5, 2019. A purchase order will be issued to the selected Contractor(s) following execution of the agreement(s).
INVITATION TO SUBMIT A BID

Proposals shall be submitted no later than August 1, 2019 at 10:00 a.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 firmly sealed in an envelope, which shall be clearly marked on the outside, “PAVEMENT MARKINGS 2019-20”. The date and time of the bid opening must also be marked on the envelope.

Any bid received after the due date cannot be accepted and will be rejected and returned, unopened, to the bidder.

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).

2. Any request for clarification of this ITB shall be made in writing and delivered to: Ellen DeView, (248) 530-1869, edeview@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 respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the ITB format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the delivery of the equipment pursuant to these documents.

5. Each respondent shall include in his or her bid, in the format requested, the cost of the equipment. 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

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

1. Ability to provide services 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 best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City’s desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any 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.

8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.
CONTRACTOR’S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this ITB.
   a. Attachment A - Agreement (pp. 11-16 - only if selected by the City)
   b. Attachment B - Bidder’s Agreement (p. 17)
   c. Attachment C - Cost Proposal (p. 18)
   d. Attachment D - Iran Sanctions Act Vendor Certification Form (p. 19).

   Provide a description of completed projects that demonstrate the vendor’s ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

2. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 10).

3. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.

4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

5. Provide a list of sub-contractors and their qualifications, if applicable.

6. 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.

7. 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.

8. The Contractor will be responsible for obtaining any associated permits at no cost to the Contractor.

9. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

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

EXAMINATION OF 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

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 18, 2019</td>
<td>PAVEMENT MARKINGS 2019-20 posted on MITN</td>
</tr>
<tr>
<td>August 1, 2019</td>
<td>Bids Due - open at 10:00 a.m. Office of the City Clerk</td>
</tr>
<tr>
<td>August 19, 2019</td>
<td>Agreement(s) to City Commission for Approval</td>
</tr>
<tr>
<td>August 22, 2019</td>
<td>Purchase order(s) for PAVEMENT MARKINGS 2019-20 awarded to successful vendor(s)</td>
</tr>
</tbody>
</table>

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 2019-20

PROJECT LOCATION: Birmingham, Michigan 48009

1. The City of Birmingham is accepting sealed bids from qualified vendors to provide PAVEMENT MARKINGS 2019-20. The City intends to award one contract to a single vendor.

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 2019-20 must include specifications as listed in this Invitation to Bid.
ATTACHMENT A - AGREEMENT
For PAVEMENT MARKINGS 2019-20

This AGREEMENT, made this _______day of ____________, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and ______________, Inc., having its principal office at ______________________ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of PAVEMENT MARKINGS 2019-20 and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide PAVEMENT MARKINGS 2019-20,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide PAVEMENT MARKINGS 2019-20 and the Contractor’s cost proposal dated _______________, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a PAVEMENT MARKINGS 2019-20 per the Contractor’s ________________, 2019 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Invitation to Bid.

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

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

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

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

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

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

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

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

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

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

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

E. **Professional Liability**: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001."
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;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

I. **Maintaining Insurance:** Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

City of Birmingham
Attn: Cherilynn Mynsberge
151 Martin Street
Birmingham, MI 48009
(248) 530-1802

CONTRACTOR
(Contractor Information to be Inserted by the City after award of bid).

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

For PAVEMENT MARKINGS 2019-20

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT 1
ATTACHMENT C - COST PROPOSAL (1 OF 3)
FALL 2019 HANDWORK
For “PAVEMENT MARKINGS 2019-20”

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11,500</td>
<td>6” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>12,000</td>
<td>12” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3,200</td>
<td>24” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>13,000</td>
<td>YELLOW CURB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>SCHOOL LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>55</td>
<td>ONLY LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>25 MPH LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>71</td>
<td>LEFT TURN ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>14</td>
<td>RIGHT TURN ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>THRU ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>19</td>
<td>COMBO ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>0</td>
<td>BLUE CURB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>7</td>
<td>HANDICAP SYMBOLS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2,200</td>
<td>6” BLUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>20,000</td>
<td>6” PARKING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>600</td>
<td>6” WHITE HATCH - CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>500</td>
<td>12” WHITE HATCH - CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>2,900</td>
<td>16” WHITE HATCH - CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>100</td>
<td>18” WHITE HATCH - CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>20</td>
<td>12” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>400</td>
<td>18” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>2,400</td>
<td>24” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>0</td>
<td>4” WHITE - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>2,500</td>
<td>6” WHITE - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>0</td>
<td>6” YELLOW - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>500</td>
<td>YELLOW CURB - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>2,600</td>
<td>4” BLUE - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>500</td>
<td>6” BLUE - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>100</td>
<td>HANDICAP SYMBOLS - PARKING LOTS and METER SPACES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>0</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>0</td>
<td>WHITE LINE - SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>10</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>40</td>
<td>MOPED SYMBOLS (STENCIL PLUS 4” WHITE LINES)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>0</td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (FALL 2019)**

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 C – COST PROPOSAL (2 OF 3)
SPRING 2020 HANDWORK
For “PAVEMENT MARKINGS 2019-20”

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24,000</td>
<td>6” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>19,400</td>
<td>12” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3,200</td>
<td>24” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>28,200</td>
<td>YELLOW CURB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>33</td>
<td>SCHOOL LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>76</td>
<td>ONLY LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>14</td>
<td>25 MPH LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>89</td>
<td>LEFT TURN ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>22</td>
<td>RIGHT TURN ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>15</td>
<td>THRU ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>31</td>
<td>COMBO ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>20</td>
<td>BLUE CURB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>9</td>
<td>HANDICAP SYMBOLS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2,200</td>
<td>6” BLUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>33,400</td>
<td>6” PARKING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1,800</td>
<td>6” WHITE HATCH - CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>1,600</td>
<td>12” WHITE HATCH - CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>2,900</td>
<td>16” WHITE HATCH - CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>90</td>
<td>18” WHITE HATCH - CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>260</td>
<td>12” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>940</td>
<td>18” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>4,250</td>
<td>24” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>1,000</td>
<td>4” WHITE - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>11,420</td>
<td>6” WHITE – PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>2,130</td>
<td>6” YELLOW - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>1,100</td>
<td>YELLOW CURB - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>2,450</td>
<td>4” BLUE – PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>900</td>
<td>6” BLUE – PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>110</td>
<td>HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>117,000</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>50,100</td>
<td>WHITE LINE – SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>90</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>40</td>
<td>MOPED SYMBOLS (STENCIL PLUS 4” WHITE LINES)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (SPRING 2020)**

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.
SPRING 2020 YELLOW AND WHITE LONG LINES / CENTER LINES
For “PAVEMENT MARKINGS 2019-20”

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 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
Old Woodward/South crossover to Brown
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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>117,000</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>50,100</td>
<td>WHITE LINE - SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BID GRAND TOTAL AMOUNT (SPRING 2020)

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 C - COST PROPOSAL (3 OF 3)
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For “PAVEMENT MARKINGS 2019-20”

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.

<table>
<thead>
<tr>
<th>PREPARED BY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Print Name)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURE</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COMPANY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>PHONE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME OF PARENT COMPANY</th>
<th>PHONE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TAXPAYER I.D.#</th>
</tr>
</thead>
</table>
ATTACHMENT A - AGREEMENT

For PAVEMENT MARKINGS 2019-20

This AGREEMENT, made this September day of 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Hart Pavement Striping Corporation, having its principal office at 3330 Warren Drive, Waterford, MI 48329 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of PAVEMENT MARKINGS 2019-20 and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide PAVEMENT MARKINGS 2019-20,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide PAVEMENT MARKINGS 2019-20 and the Contractor's cost proposal dated July 24, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a PAVEMENT MARKINGS 2019-20 per the Contractor's cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Invitation to Bid.

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

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

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

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

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

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

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any
employee or applicant for employment with respect to hire, tenure, terms, conditions or
privileges of employment, or a matter directly or indirectly related to employment because of
race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor
shall inform the City of all claims or suits asserted against it by the Contractor's employees who
work pursuant to this Agreement. The Contractor shall provide the City with periodic status
reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

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

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

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

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

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001."
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;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

I. **Maintaining Insurance:** Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

<table>
<thead>
<tr>
<th>City of Birmingham</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Cherilynn Mynsberge</td>
<td>Hart Pavement Striping Corporation</td>
</tr>
<tr>
<td>151 Martin Street</td>
<td>3330 Warren Drive</td>
</tr>
<tr>
<td>Birmingham, MI 48009</td>
<td>Waterford, MI 48329</td>
</tr>
<tr>
<td>(248) 530-1802</td>
<td>Attn: Dann Hart</td>
</tr>
</tbody>
</table>

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. **FAIR PROCUREMENT OPPORTUNITY:** Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.
IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

HART PAVEMENT STRIPING CORPORATION

By: ______________________
    Dann D. Hart, President

CITY OF BIRMINGHAM

By: ______________________
    Patricia Bordman, Mayor

By: ______________________
    J. Cherilynn Mynsberge, City Clerk

Approved:

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

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

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

Joseph A. Valentine, City Manager
(Approved as to substance)
ATTACHMENT B - BIDDER’S AGREEMENT

For PAVEMENT MARKINGS 2019-20

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.
ATTACHMENT C – COST PROPOSAL (1 OF 3)  
FALL 2019 HANDWORK  
For “PAVEMENT MARKINGS 2019-20”

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11,500</td>
<td>6” CROSS</td>
<td>.30</td>
<td>3450.00</td>
</tr>
<tr>
<td>2</td>
<td>12,000</td>
<td>12” CROSS</td>
<td>.40</td>
<td>4800.00</td>
</tr>
<tr>
<td>3</td>
<td>3,200</td>
<td>24” CROSS</td>
<td>2.50</td>
<td>8000.00</td>
</tr>
<tr>
<td>4</td>
<td>13,000</td>
<td>YELLOW CURB</td>
<td>.30</td>
<td>3900.00</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>SCHOOL LEGENDS</td>
<td>200.00</td>
<td>1200.00</td>
</tr>
<tr>
<td>6</td>
<td>55</td>
<td>ONLY LEGENDS</td>
<td>100.00</td>
<td>5500.00</td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>25 MPH LEGENDS</td>
<td>150.00</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>71</td>
<td>LEFT TURN ARROWS</td>
<td>70</td>
<td>4970.00</td>
</tr>
<tr>
<td>9</td>
<td>14</td>
<td>RIGHT TURN ARROWS</td>
<td>70</td>
<td>980.00</td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>THRU ARROWS</td>
<td>70</td>
<td>770.00</td>
</tr>
<tr>
<td>11</td>
<td>19</td>
<td>COMBO ARROWS</td>
<td>100.00</td>
<td>1900.00</td>
</tr>
<tr>
<td>12</td>
<td>0</td>
<td>BLUE CURB</td>
<td>.30</td>
<td>0</td>
</tr>
<tr>
<td>13</td>
<td>7</td>
<td>HANDICAP SYMBOLS</td>
<td>10.00</td>
<td>70.00</td>
</tr>
<tr>
<td>14</td>
<td>2,200</td>
<td>6” BLUE</td>
<td>.10</td>
<td>220.00</td>
</tr>
<tr>
<td>15</td>
<td>20,000</td>
<td>6” PARKING</td>
<td>.08</td>
<td>1600.00</td>
</tr>
<tr>
<td>16</td>
<td>600</td>
<td>6” WHITE HATCH – CROSSWALKS</td>
<td>.20</td>
<td>120.00</td>
</tr>
<tr>
<td>17</td>
<td>500</td>
<td>12” WHITE HATCH – CROSSWALKS</td>
<td>.40</td>
<td>200.00</td>
</tr>
<tr>
<td>18</td>
<td>2,900</td>
<td>16” WHITE HATCH – CROSSWALKS</td>
<td>.60</td>
<td>1740.00</td>
</tr>
<tr>
<td>19</td>
<td>100</td>
<td>18” WHITE HATCH – CROSSWALKS</td>
<td>.60</td>
<td>60.00</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
<td>12” STOP</td>
<td>1.50</td>
<td>30.00</td>
</tr>
<tr>
<td>21</td>
<td>400</td>
<td>18” STOP</td>
<td>2.00</td>
<td>800.00</td>
</tr>
<tr>
<td>22</td>
<td>2,400</td>
<td>24” STOP</td>
<td>3.00</td>
<td>7200.00</td>
</tr>
<tr>
<td>23</td>
<td>0</td>
<td>4” WHITE - PARKING LOTS</td>
<td>.08</td>
<td>0</td>
</tr>
<tr>
<td>24</td>
<td>2,500</td>
<td>6” WHITE – PARKING LOTS</td>
<td>.10</td>
<td>250.00</td>
</tr>
<tr>
<td>25</td>
<td>0</td>
<td>6” YELLOW – PARKING LOTS</td>
<td>.10</td>
<td>0</td>
</tr>
<tr>
<td>26</td>
<td>500</td>
<td>YELLOW CURB – PARKING LOTS</td>
<td>.30</td>
<td>150.00</td>
</tr>
<tr>
<td>27</td>
<td>2,600</td>
<td>4” BLUE – PARKING LOTS</td>
<td>.10</td>
<td>260.00</td>
</tr>
<tr>
<td>28</td>
<td>500</td>
<td>6” BLUE – PARKING LOTS</td>
<td>.10</td>
<td>50.00</td>
</tr>
<tr>
<td>29</td>
<td>100</td>
<td>HANDICAP SYMBOLS – PARKING LOTS and METER SPACES</td>
<td>10.00</td>
<td>1000.00</td>
</tr>
<tr>
<td>30</td>
<td>0</td>
<td>YELLOW LINE – SEE ATTACHED LIST</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>31</td>
<td>0</td>
<td>WHITE LINE – SEE ATTACHED LIST</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>32</td>
<td>10</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td>150.00</td>
<td>1500.00</td>
</tr>
<tr>
<td>33</td>
<td>40</td>
<td>MOPED SYMBOLS (STENCIL PLUS 4” WHITE LINES)</td>
<td>25.00</td>
<td>1000.00</td>
</tr>
<tr>
<td>34</td>
<td>0</td>
<td>MOBILIZATION / SETUP CHARGE/DISCOUNT</td>
<td>-8520</td>
<td></td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (FALL 2019)**  43,200.00

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 C – COST PROPOSAL (2 OF 3)
SPRING 2020 HANDWORK
For “PAVEMENT MARKINGS 2019-20”

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24,000</td>
<td>6” CROSS</td>
<td>.30</td>
<td>7200.00</td>
</tr>
<tr>
<td>2</td>
<td>19,400</td>
<td>12” CROSS</td>
<td>.40</td>
<td>7760.00</td>
</tr>
<tr>
<td>3</td>
<td>3,200</td>
<td>24” CROSS</td>
<td>2.50</td>
<td>8000.00</td>
</tr>
<tr>
<td>4</td>
<td>28,200</td>
<td>YELLOW CURB</td>
<td>.30</td>
<td>8460.00</td>
</tr>
<tr>
<td>5</td>
<td>33</td>
<td>SCHOOL LEGENDS</td>
<td>200.00</td>
<td>6600.00</td>
</tr>
<tr>
<td>6</td>
<td>76</td>
<td>ONLY LEGENDS</td>
<td>100.00</td>
<td>7600.00</td>
</tr>
<tr>
<td>7</td>
<td>14</td>
<td>25 MPH LEGENDS</td>
<td>150.00</td>
<td>2100.00</td>
</tr>
<tr>
<td>8</td>
<td>89</td>
<td>LEFT TURN ARROWS</td>
<td>70</td>
<td>6230.00</td>
</tr>
<tr>
<td>9</td>
<td>22</td>
<td>RIGHT TURN ARROWS</td>
<td>70</td>
<td>1540.00</td>
</tr>
<tr>
<td>10</td>
<td>15</td>
<td>THRU ARROWS</td>
<td>70</td>
<td>1050.00</td>
</tr>
<tr>
<td>11</td>
<td>31</td>
<td>COMBO ARROWS</td>
<td>100.00</td>
<td>3100.00</td>
</tr>
<tr>
<td>12</td>
<td>20</td>
<td>BLUE CURB</td>
<td>30</td>
<td>600.00</td>
</tr>
<tr>
<td>13</td>
<td>9</td>
<td>HANDICAP SYMBOLS</td>
<td>10</td>
<td>90.00</td>
</tr>
<tr>
<td>14</td>
<td>2,200</td>
<td>6” BLUE</td>
<td>.10</td>
<td>220.00</td>
</tr>
<tr>
<td>15</td>
<td>33,400</td>
<td>6” PARKING</td>
<td>.08</td>
<td>2672.00</td>
</tr>
<tr>
<td>16</td>
<td>1,800</td>
<td>6” WHITE HATCH – CROSSWALKS</td>
<td>.20</td>
<td>360.00</td>
</tr>
<tr>
<td>17</td>
<td>1,600</td>
<td>12” WHITE HATCH – CROSSWALKS</td>
<td>.40</td>
<td>640.00</td>
</tr>
<tr>
<td>18</td>
<td>2,900</td>
<td>16” WHITE HATCH – CROSSWALKS</td>
<td>.60</td>
<td>1740.00</td>
</tr>
<tr>
<td>19</td>
<td>90</td>
<td>18” WHITE HATCH – CROSSWALKS</td>
<td>.60</td>
<td>54.00</td>
</tr>
<tr>
<td>20</td>
<td>260</td>
<td>12” STOP</td>
<td>1.50</td>
<td>390.00</td>
</tr>
<tr>
<td>21</td>
<td>940</td>
<td>18” STOP</td>
<td>2.00</td>
<td>1880.00</td>
</tr>
<tr>
<td>22</td>
<td>4,250</td>
<td>24” STOP</td>
<td>3.00</td>
<td>12750.00</td>
</tr>
<tr>
<td>23</td>
<td>1,000</td>
<td>4” WHITE - PARKING LOTS</td>
<td>.08</td>
<td>80.00</td>
</tr>
<tr>
<td>24</td>
<td>11,420</td>
<td>6” WHITE - PARKING LOTS</td>
<td>.18</td>
<td>1942.00</td>
</tr>
<tr>
<td>25</td>
<td>2,130</td>
<td>6” YELLOW - PARKING LOTS</td>
<td>.10</td>
<td>213.00</td>
</tr>
<tr>
<td>26</td>
<td>1,100</td>
<td>YELLOW CURB - PARKING LOTS</td>
<td>.30</td>
<td>330.00</td>
</tr>
<tr>
<td>27</td>
<td>2,450</td>
<td>4” BLUE - PARKING LOTS</td>
<td>.10</td>
<td>245.00</td>
</tr>
<tr>
<td>28</td>
<td>900</td>
<td>6” BLUE - PARKING LOTS</td>
<td>.10</td>
<td>90.00</td>
</tr>
<tr>
<td>29</td>
<td>110</td>
<td>HANDICAP SYMBOLS - PARKING LOTS AND METER SPACES</td>
<td>10</td>
<td>1100.00</td>
</tr>
<tr>
<td>30</td>
<td>117,000</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>31</td>
<td>50,100</td>
<td>WHITE LINE - SEE ATTACHED LIST</td>
<td>na</td>
<td>na</td>
</tr>
<tr>
<td>32</td>
<td>90</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td>150.00</td>
<td>13500.00</td>
</tr>
<tr>
<td>33</td>
<td>40</td>
<td>MOPED SYMBOLS (STENCIL PLUS 4” WHITE LINES)</td>
<td>25.00</td>
<td>1000.00</td>
</tr>
<tr>
<td>34</td>
<td>MOBILIZATION / SETUP CHARGE /Discount</td>
<td>-34142.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BID GRAND TOTAL AMOUNT (SPRING 2020) 64000.00

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 C – COST PROPOSAL (3 OF 3)
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For "PAVEMENT MARKINGS 2019-20"

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          JULY 24, 2019
PREPARED BY        DATE
(Print Name)

PRESIDENT          JULY 24, 2019

TITLE

AUTHORIZED SIGNATURE  DDHART@HARTSTRIPING.COM
E-MAIL ADDRESS

HART PAVEMENT STRIPING CORPORATION

COMPANY

3330 WARREN DRIVE, WATERFORD, MI 48329  (248) 673-3503
ADDRESS  PHONE

HART PAVEMENT STRIPING CORPORATION  (248) 673-3503

NAME OF PARENT COMPANY  PHONE

3330 WARREN DRIVE, WATERFORD, MI 48329

ADDRESS

38-2806542

TAXPAYER I.D.#
ADDENDUM TO EXTEND THE
HART PAVEMENT STRIPING CORPORATION
PAVEMENT MARKINGS CONTRACT

THIS ADDENDUM to extend the Pavement Markings contract 2019-2020, by and
between the CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street,
Birmingham, MI and HART PAVEMENT STRIPING CORPORATION having its principal office
at 3330 Warren Drive, Waterford, MI 48329, from the fall of 2020 through the spring of 2021 for
handwork painting duties, and the City of Birmingham in consideration of such duties shall pay
Hart Pavement Striping Corporation the sum of One Hundred Seven Thousand Dollars
($107,000.00).

All other provisions of the Pavement Markings Contract 2019-2020 dated September 2019,
a copy of which is attached hereto and incorporated by reference, shall remain in full force and
effect.

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed
on this ________ day of __________, 2020.

WITNESSES:

HART PAVEMENT STRIPING CORPORATION

By: ________________
   Dann D. Hart, President
   Its: President

CITY OF BIRMINGHAM

By: __________________________
   Pierre Boutros, Mayor

By: __________________________
   Alexandria D. Bingham, Clerk
Approved:

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

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

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

Timothy J. Currier, City Attorney
(Approved as to form)
ATTACHMENT A - AGREEMENT

For PAVEMENT MARKINGS 2019-20

This AGREEMENT, made this _______ day of _______ September, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and PK Contracting, Inc., having its principal office at 1965 Barrett Rd, Troy, MI 48084 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of PAVEMENT MARKINGS 2019-20 and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide PAVEMENT MARKINGS 2019-20,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide PAVEMENT MARKINGS 2019-20 and the Contractor’s cost proposal dated August 1, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a PAVEMENT MARKINGS 2019-20 per the Contractor’s August 1, 2019 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Invitation to Bid.

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

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

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

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

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

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

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

A. **Workers’ Compensation Insurance:** Contractor shall procure and maintain during the life of this Agreement, Workers’ Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

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

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

E. **Professional Liability:** Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. **Cancellation Notice:** Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001."
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;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

I. **Maintaining Insurance:** Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

   City of Birmingham                                      CONTRACTOR
   Attn: Cherilynn Mynsberge                                PK Contracting, Inc.
   151 Martin Street                                        1965 Barrett Drive
   Birmingham, MI 48009                                      Troy, MI 48084
   (248) 530-1802

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party’s claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator’s and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.
IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

[Signature]

PK CONTRACTING, INC.

By: [Signature]

Sandra J. Bitner, Agent

CITY OF BIRMINGHAM

By: __________________________

Patricia Bordman, Mayor

By: __________________________

J. Cherilynn Mynsberge, City Clerk

Approved:

[Signature]

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

[Signature]

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

[Signature]

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

[Signature]

Joseph A. Valentine, City Manager
(Approved as to substance)
ATTACHMENT B - BIDDER’S AGREEMENT

For PAVEMENT MARKINGS 2019-20

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.

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

Nicholas C. Shea 8.1.19
PREPARED BY DATE
(Print Name)

Chief Estimator 8.1.19
TITLE DATE

Nicholas C. Shea
AUTHORIZED SIGNATURE

E-MAIL ADDRESS

P.K. Contracting, Inc.
COMPANY

1945 Bargaint Dr. Troy, MT 48084 248 302 2130
ADDRESS PHONE

NAME OF PARENT COMPANY PHONE

ADDRESS
ATTACHMENT C – COST PROPOSAL (1 OF 3)
FALL 2019 HANDWORK
For "PAVEMENT MARKINGS 2019-20"

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11,500</td>
<td>6&quot; CROSS</td>
<td>$1.00</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>2</td>
<td>12,000</td>
<td>12&quot; CROSS</td>
<td>$2.05</td>
<td>$24,060.00</td>
</tr>
<tr>
<td>3</td>
<td>3,200</td>
<td>24&quot; CROSS</td>
<td>$4.10</td>
<td>$13,120.00</td>
</tr>
<tr>
<td>4</td>
<td>13,000</td>
<td>YELLOW CURB</td>
<td>$4.10</td>
<td>$53,300.00</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>SCHOOL LEGENDS</td>
<td>$75.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>6</td>
<td>55</td>
<td>ONLY LEGENDS</td>
<td>$50.00</td>
<td>$2,750.00</td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>25 MPH LEGENDS</td>
<td>$50.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>8</td>
<td>71</td>
<td>LEFT TURN ARROWS</td>
<td>$45.00</td>
<td>$3,195.00</td>
</tr>
<tr>
<td>9</td>
<td>14</td>
<td>RIGHT TURN ARROWS</td>
<td>$45.00</td>
<td>$630.00</td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>THRU ARROWS</td>
<td>$46.00</td>
<td>$444.00</td>
</tr>
<tr>
<td>11</td>
<td>19</td>
<td>COMBO ARROWS</td>
<td>$70.00</td>
<td>$1,330.00</td>
</tr>
<tr>
<td>12</td>
<td>0</td>
<td>BLUE CURB</td>
<td>$1.15</td>
<td>$0.00</td>
</tr>
<tr>
<td>13</td>
<td>7</td>
<td>HANDICAP SYMBOLS</td>
<td>$20.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>14</td>
<td>2,200</td>
<td>6&quot; BLUE</td>
<td>$1.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>15</td>
<td>20,000</td>
<td>6&quot; PARKING</td>
<td>$1.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>16</td>
<td>600</td>
<td>6&quot; WHITE HATCH - CROSSWALKS</td>
<td>$1.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>17</td>
<td>500</td>
<td>12&quot; WHITE HATCH - CROSSWALKS</td>
<td>$2.05</td>
<td>$1,025.00</td>
</tr>
<tr>
<td>18</td>
<td>2,900</td>
<td>16&quot; WHITE HATCH - CROSSWALKS</td>
<td>$3.00</td>
<td>$8,700.00</td>
</tr>
<tr>
<td>19</td>
<td>100</td>
<td>18&quot; WHITE HATCH - CROSSWALKS</td>
<td>$4.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
<td>12&quot; STOP</td>
<td>$2.05</td>
<td>$41.00</td>
</tr>
<tr>
<td>21</td>
<td>400</td>
<td>18&quot; STOP</td>
<td>$4.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>22</td>
<td>2,400</td>
<td>24&quot; STOP</td>
<td>$4.10</td>
<td>$9,840.00</td>
</tr>
<tr>
<td>23</td>
<td>0</td>
<td>4&quot; WHITE - PARKING LOTS</td>
<td>$1.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>24</td>
<td>2,500</td>
<td>6&quot; WHITE - PARKING LOTS</td>
<td>$1.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>25</td>
<td>0</td>
<td>6&quot; YELLOW - PARKING LOTS</td>
<td>$1.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>26</td>
<td>500</td>
<td>YELLOW CURB - PARKING LOTS</td>
<td>$6.10</td>
<td>$3,050.00</td>
</tr>
<tr>
<td>27</td>
<td>2,600</td>
<td>4&quot; BLUE - PARKING LOTS</td>
<td>$2.05</td>
<td>$5,270.00</td>
</tr>
<tr>
<td>28</td>
<td>500</td>
<td>6&quot; BLUE - PARKING LOTS</td>
<td>$2.05</td>
<td>$1,025.00</td>
</tr>
<tr>
<td>29</td>
<td>100</td>
<td>HANDICAP SYMBOLS - PARKING LOTS and METER SPACES</td>
<td>$20.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>30</td>
<td>0</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td>$3.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>31</td>
<td>0</td>
<td>WHITE LINE - SEE ATTACHED LIST</td>
<td>$3.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>32</td>
<td>10</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td>$100.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>33</td>
<td>40</td>
<td>MOPED SYMBOLS (STENCIL PLUS 4&quot; WHITE LINES)</td>
<td>$75.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (FALL 2019)**

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 C – COST PROPOSAL (2 OF 3)
### SPRING 2020 HANDWORK
For “PAVEMENT MARKINGS 2019-20”

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24,000</td>
<td>6” CROSS</td>
<td>$1.60</td>
<td>$24,040.00</td>
</tr>
<tr>
<td>2</td>
<td>19,400</td>
<td>12” CROSS</td>
<td>$2.05</td>
<td>$39,770.00</td>
</tr>
<tr>
<td>3</td>
<td>3,200</td>
<td>24” CROSS</td>
<td>$4.10</td>
<td>$12,880.00</td>
</tr>
<tr>
<td>4</td>
<td>28,200</td>
<td>YELLOW CURB</td>
<td>$4.10</td>
<td>$115,620.00</td>
</tr>
<tr>
<td>5</td>
<td>33</td>
<td>SCHOOL LEGENDS</td>
<td>$75.00</td>
<td>$2,475.00</td>
</tr>
<tr>
<td>6</td>
<td>75</td>
<td>ONLY LEGENDS</td>
<td>$50.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>7</td>
<td>14</td>
<td>25 MPH LEGENDS</td>
<td>$20.00</td>
<td>$330.00</td>
</tr>
<tr>
<td>8</td>
<td>89</td>
<td>LEFT TURN ARROWS</td>
<td>$45.00</td>
<td>$4,055.00</td>
</tr>
<tr>
<td>9</td>
<td>22</td>
<td>RIGHT TURN ARROWS</td>
<td>$45.00</td>
<td>$990.00</td>
</tr>
<tr>
<td>10</td>
<td>15</td>
<td>THRU ARROWS</td>
<td>$40.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>11</td>
<td>31</td>
<td>COMBO ARROWS</td>
<td>$70.00</td>
<td>$2,170.00</td>
</tr>
<tr>
<td>12</td>
<td>20</td>
<td>BLUE CURB</td>
<td>$1.15</td>
<td>$23.00</td>
</tr>
<tr>
<td>13</td>
<td>9</td>
<td>HANDICAP SYMBOLS</td>
<td>$10.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>14</td>
<td>2,200</td>
<td>6” BLUE</td>
<td>$1.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>15</td>
<td>33,400</td>
<td>6” PARKING</td>
<td>$1.00</td>
<td>$33,400.00</td>
</tr>
<tr>
<td>16</td>
<td>1,800</td>
<td>6” WHITE HATCH – CROSSWALKS</td>
<td>$1.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>17</td>
<td>1,600</td>
<td>12” WHITE HATCH – CROSSWALKS</td>
<td>$2.05</td>
<td>$3,210.00</td>
</tr>
<tr>
<td>18</td>
<td>2,900</td>
<td>16” WHITE HATCH – CROSSWALKS</td>
<td>$3.00</td>
<td>$8,700.00</td>
</tr>
<tr>
<td>19</td>
<td>90</td>
<td>18” WHITE HATCH – CROSSWALKS</td>
<td>$4.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>20</td>
<td>260</td>
<td>12” STOP</td>
<td>$2.05</td>
<td>$529.00</td>
</tr>
<tr>
<td>21</td>
<td>940</td>
<td>18” STOP</td>
<td>$4.00</td>
<td>$3,760.00</td>
</tr>
<tr>
<td>22</td>
<td>4,250</td>
<td>24” STOP</td>
<td>$5.00</td>
<td>$21,250.00</td>
</tr>
<tr>
<td>23</td>
<td>1,000</td>
<td>4” WHITE – PARKING LOTS</td>
<td>$1.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>24</td>
<td>11,420</td>
<td>6” WHITE – PARKING LOTS</td>
<td>$1.00</td>
<td>$11,420.00</td>
</tr>
<tr>
<td>25</td>
<td>2,130</td>
<td>6” YELLOW – PARKING LOTS</td>
<td>$1.00</td>
<td>$2,130.00</td>
</tr>
<tr>
<td>26</td>
<td>1,100</td>
<td>YELLOW CURB – PARKING LOTS</td>
<td>$4.00</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>27</td>
<td>2,450</td>
<td>4” BLUE – PARKING LOTS</td>
<td>$1.05</td>
<td>$2,572.50</td>
</tr>
<tr>
<td>28</td>
<td>900</td>
<td>6” BLUE – PARKING LOTS</td>
<td>$2.05</td>
<td>$1,845.00</td>
</tr>
<tr>
<td>29</td>
<td>110</td>
<td>HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES</td>
<td>$5.00</td>
<td>$550.00</td>
</tr>
<tr>
<td>30</td>
<td>117,000</td>
<td>YELLOW LINE – SEE ATTACHED LIST</td>
<td>$0.50</td>
<td>$58,500.00</td>
</tr>
<tr>
<td>31</td>
<td>50,100</td>
<td>WHITE LINE – SEE ATTACHED LIST</td>
<td>$1.00</td>
<td>$50,100.00</td>
</tr>
<tr>
<td>32</td>
<td>90</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td>$15.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>33</td>
<td>40</td>
<td>MOPED SYMBOLS (STENCIL PLUS 4” WHITE LINES)</td>
<td>$15.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (SPRING 2020)** $27,194.50

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 C – COST PROPOSAL (3 OF 3)
SPRING 2020 YELLOW AND WHITE LONG LINES / CENTER LINES
For “PAVEMENT MARKINGS 2019-20”

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 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
- Old Woodward/South crossover to Brown
- 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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>117,000</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td>$0.01</td>
<td>$7,020.00</td>
</tr>
<tr>
<td>2</td>
<td>50,100</td>
<td>WHITE LINE – SEE ATTACHED LIST</td>
<td>$0.01</td>
<td>$3,004.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (SPRING 2020)**

$10,027.00

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 - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For “PAVEMENT MARKINGS 2019-20”

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.

Nicholas C. Shea 8.1.19
PREPARED BY DATE
(Print Name)

Chief Estimator 8.1.19
TITLE DATE

AUTHORIZED SIGNATURE
nick@pkcontracting.com
E-MAIL ADDRESS

P.K. Contracting, Inc

COMPANY

1905 Barrett Dr
TROY, MI
PHONE
48094 248 302 2120

ADDRESS

NAME OF PARENT COMPANY

PHONE

ADDRESS

38-2313844
TAXPAYER I.D.#
ADDENDUM TO EXTEND THE
PK CONTRACTING, INC.
PAVEMENT MARKINGS CONTRACT

THIS ADDENDUM to extend the Pavement Markings contract 2019-2020, by and between the CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI and PK CONTRACTING, INC., having its principal office at 1965 Barrett Rd., Troy, MI 48084, for the spring of 2021 for centerline painting markings, and the City of Birmingham in consideration of such duties shall pay PK Contracting, Inc. the sum of Ten Thousand Twenty-seven Dollars ($10,027.00).

All other provisions of the Pavement Markings Contract 2019-2020 dated September 2019, a copy of which is attached hereto and incorporated by reference, shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed on this ______ day of __________, 2020.

WITNESSES:
Karen Bissonette

PK CONTRACTING, INC.
By: Sandy Bitner
Its: AGENT

CITY OF BIRMINGHAM
By: ____________________________
    Pierre Boutros, Mayor

By: ____________________________
    Alexandria D. Bingham, Clerk
Approved:

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

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

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

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

DATE: September 1, 2020
TO: Joseph A. Valentine
FROM: Mary M. Kucharek
SUBJECT: Interlocal Agreement Between Oakland County and the City of Birmingham

INTRODUCTION:

- To satisfy the MDIC mandates, an Interlocal Agreement between Oakland County and the City of Birmingham, for Appointments of Arraignment-Only Attorneys in the Oakland County Jail was entered into, and requires new action to validate the City’s agreement.

BACKGROUND:

- On December 3, 2018 a Resolution was passed by the Birmingham Commission “to receive the 2019 proposed budget from the 48th District Court, to approve the budget as submitted; and further, to authorize the 48th District Court to administer the Michigan Indigent Defense Commission Program on behalf of the City.” As a result of the Resolution, the Court Administrator of the 48th District Court, Louise Patton, believed the language of the resolution gave her authority to sign agreements, such as the attached Interlocal Agreement, on behalf of the City of Birmingham. With that belief, Ms. Patton erroneously signed the attached Agreement on January 7, 2020. The Agreement, signed erroneously by Ms. Patton, was then filed with the Clerk of the County, which then forwarded this Agreement to the Secretary of State per the Agreement. The Agreement would have taken effect March 2, 2020 – September 30, 2020, and automatically renewed from October 1st – September 30th of every year, had it been effectuated correctly.

LEGAL REVIEW:

- Section 2 of the Agreement, Effective Date and Duration of the Agreement states:

  “2.1 This Agreement, and/or any subsequent amendments, rescissions, waivers or releases to this Agreement, must be in writing and shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes and proceedings of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall also be filed by the office of the Clerk of the County with the Secretary of State.”
2.2 This Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the filing of this agreement, and/or any possible subsequent amendments with the Michigan Secretary of State (MCL 124.510).

2.3 This Agreement takes effect on the date of March 2, 2020 and shall continue and be in effect through September 30, 2020 (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for a term from October 1st through September 30th of every future fiscal year, unless cancelled or terminated by any of the Parties pursuant to Section 15 of this Agreement.

- I am, therefore, requesting this Agreement be brought before the City Commission as soon as possible so that a Resolution be passed authorizing the City to enter into this Agreement. I believe while there has not been a true valid Agreement since the date of March 2, 2020, the City has still agreed to be part of the funding unit of the MDIC Program, and, therefore, I do not believe the effect of the erroneous signature changes a critical issue. I do, however, believe it is important that it is done correctly. I have also instructed Ms. Patton that each and every agreement that is sent to her, needs to be sent to us, and that agreements will only become valid agreements with proper resolutions of the City Commission and proper signatures of the authorized person.

- As it is clearly stated, the agreement is only executed when there is a resolution passed by the governing body. The December 2018 Resolution that stated the 48th District Court shall “administer” the fund, and thus made Ms. Patton believe that she could then enter into this Agreement. As such, I have discussed this with her, and I have explained that she is not an agent of the City of Birmingham. We believe that to “administer” this program is far different than binding the City or authorizing legal contracts. Furthermore, the City can only be bound to a contract when a resolution has been passed by the Commission authorizing the proper authoritative person of the City of Birmingham to sign the agreement.

FISCAL IMPACT:

- Previously agreed upon cost sharing with each of 48th District Court’s funding units.

SUMMARY:

- The agreement before you is only executed when there is a resolution passed by the governing body. The December 2018 Resolution that stated the 48th District Court shall “administer” the fund, and thus made Ms. Patton believe that she could then enter into this Agreement. As such, I have discussed this with her, and I have explained that she is not an agent of the City of Birmingham. We believe that to “administer” this program is far different than binding the City or authorizing legal contracts. Furthermore, the City can only be bound to a contract when a resolution has been passed by the Commission authorizing the proper authoritative person of the City of Birmingham to sign the agreement.
ATTACHMENTS:

- Interlocal Agreement between Oakland County and the City of Birmingham, for Appointments of Arraignment-Only Attorneys in the Oakland County Jail.
- December 3, 2018 a Resolution passed by the Birmingham Commission to receive the 2019 proposed budget from the 48th District Court, to approve the budget as submitted.
- Erroeneously signed Interlocal Agreement.

SUGGESTED RESOLUTION:

- The City approve the Interlocal Agreement between Oakland County and the City of Birmingham, for Appointments of Arraignment-Only Attorneys in the Oakland County Jail and to authorize the Mayor and Clerk to sign the Agreement on behalf of the City.
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
[CITY, VILLAGE, TOWNSHIP]
FOR APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS
IN THE OAKLAND COUNTY JAIL

This Agreement ("Agreement") is made between the County of Oakland, ("County"), a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 and the [City, Village or Township] ("Funding Unit") whose address is [Legal Address of City, Village or Township]. In this Agreement, County and Funding Unit may also be referred to jointly as the "Parties."

PURPOSE OF AGREEMENT. County and Funding Unit enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of complying with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 et seq., and delineating the duties of the Parties related to providing indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail. The Parties agree, subject to the terms and conditions set forth in this Agreement, to provide funds and/or services as described in Exhibits I and Exhibit II.

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

1. DEFINITIONS. In addition to any other defined terms in this Agreement (e.g., "Agreement," "County," "Funding Unit," "Party," or "Parties," etc.), the Parties agree that the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:

1.1. Agreement Documents mean the following documents, which this Agreement includes and incorporates:

1.1.1. Exhibit I: Financial Obligations
1.1.2. Exhibit II: Scope of Services

1.2. Arraignment-Only Attorney(s) means defense attorneys appointed for the purpose of representing incarcerated indigent defendants in the Oakland County Jail at their video arraignment on a criminal complaint and warrant, bench warrant, or probation violation Monday through Friday, and at their video arraignment on a criminal complaint and warrant on Saturday or Sunday for those funding units that participate in the 52nd District Court Local Administrative Order Weekend Arraignment Program. This does not include defense attorneys appointed to
represent defendants at any other stage of criminal proceedings following the arraignment on the complaint and warrant, either before judgment of sentence or following judgment of sentence.

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

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

1.5. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of County, including any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity. Arraignment-Only Attorneys as defined in Section 1.2 shall not be considered County employees.

1.6. **Day** shall be defined as any calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.

1.7. **Fiscal Year** means October 1 through the following September 30.

1.8. **Funding Unit** means the [City, Village or Township], which is an entity created by state or local authority, or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its division, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons’ successors. For the purposes of this Agreement, Funding Unit includes any Michigan court when acting in concert with its Funding Unit to obtain indigent defense counsel services through the County.

1.9. **Funding Unit Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Funding Unit, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons’ successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have responsibility for the delivery of indigent defense services under this Agreement and/or the Michigan Indigent Defense Commission Act, MCL 780.981 et seq. “Funding Unit Employee” shall also include any person who was a Funding Unit Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.10. **Michigan Indigent Defense Commission** means the public body created by the Michigan Defense Commission Act, MCL 780.981 et seq.
1.11. Points of Contact mean the individuals designated by the Parties to act as primary and secondary contacts for communication and other purposes as described herein. Points of Contact for the Parties are identified in Section 22.

2. EFFECTIVE DATE AND DURATION OF THE AGREEMENT.

2.1. This Agreement, and/or any subsequent amendments, rescissions, waivers or releases to this Agreement, must be in writing and shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes and proceedings of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall also be filed by the office of the Clerk of the County with the Secretary of State.

2.2. This Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the filing of this Agreement, and/or any possible subsequent amendments with the Michigan Secretary of State (MCL 124.510).

2.3. This Agreement takes effect on the date of March 2, 2020 and shall continue and be in effect through September 30, 2020 (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for a term from October 1st through September 30th of every future fiscal year, unless cancelled or terminated by any of the Parties pursuant to Section 15 of this Agreement.

3. COUNTY RESPONSIBILITIES.

3.1. Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, County shall provide those services for Funding Unit as described in Exhibit II.

3.2. County agrees to establish this legal relationship in all contractual documents with Arraignment-Only Attorneys as provided in Exhibit II.

3.3. County shall invoice Funding Unit as provided in Exhibit I. The sum of charges invoiced to Funding Unit shall not exceed 65% of Funding Unit’s FY2020 grant from the MIDC for the purposes of reimbursing County for providing indigent defense counsel to incarcerated defendants at video arraignment conducted in the Oakland County Jail.

3.4. The Parties intend, agree, and acknowledge that no services, other than those services described in this Agreement, shall or are otherwise required to be provided by the County for or to the Funding Unit. Additional services may be contracted by mutual agreement between the Parties.

4. FUNDING UNIT FINANCIAL/PAYMENT OBLIGATIONS.

4.1. As provided in Exhibit I, Funding Unit shall remit 35% [amount to be specified in each Funding Unit Interlocal Agreement] of Funding Unit’s portion of the MIDC grant fund subcategory for reimbursements to County by March 2, 2020 and 30% [amount to be specified in each Funding Unit Interlocal Agreement] of Funding Unit’s portion of the MIDC grant fund subcategory for reimbursements to County by May 29, 2020. Payment shall be sent along with a copy of the invoice to County as instructed on the invoices.

4.2. In future renewal fiscal years of this Agreement, County shall apply to the MIDC on behalf of Funding Unit for grant funding to cover the entire costs of providing Arraignment-Only attorneys in the Oakland County Jail and Funding Unit shall not apply to the MIDC for any grant funds to cover the costs of providing Arraignment-Only Attorneys in the Oakland County Jail. If County is awarded grant funds in future renewal years that cover the entire cost of providing representation
to indigent defendants in the Oakland County Jail. Funding Unit will not have financial or payment obligations under this Agreement and will not have to pay County the amount covered by County’s awarded MIDC grant funds.

4.3. If Funding Unit, for any reason, fails to pay County any monies due and owing under this Agreement as described in Exhibit I, Funding Unit agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off the amount due past sixty (60) days from any other Public Body funds that are in County’s possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund (“DTIF”), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignee of the amount owed by Funding Unit to County. Funding Unit waives any Claims against County for any acts related specifically to County’s offsetting or retaining of such amounts.

4.4. Unless there is a termination as provided for herein, Funding Unit’s obligations set forth in this Section, shall be absolute and unconditional and shall not be affected by the occurrence of either Party’s default of any term or condition of this Agreement, nor shall any other occurrence or event relieve, limit, or impair the obligation of Funding Unit to pay any such amount due and owing to County.

4.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

4.6. Nothing in this Section shall operate to limit County’s right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Funding Unit to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Funding Unit at any time becomes delinquent in its payment. Notwithstanding any other term or condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Funding Unit agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Funding Unit.

4.7. This Section shall not be interpreted as limiting Public Body’s legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

5. ASSURANCES AND WARRANTIES.

5.1. 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 the legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

5.2. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.

5.3. Any and all County services set forth in this Agreement are provided on an “as-is” and “as-available” basis, without any warranty of any kind, to the maximum extent permitted by applicable law. County expressly further disclaims any and all warranties, of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement and/or that any County services under this Agreement will
meet any of Funding Unit's needs or requirements, will be uninterrupted, timely, secure, error or risk free or that any deficiencies in any County service. The entire risk arising out of the use of any and all County services herein remains at all times, with Funding Unit to the maximum extent permitted by law.

6. LIABILITY.

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

6.2. Except as provided for in Section 4.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgment and attorney's fees.

6.3. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or any legal principle to be indemnified or reimbursed by the other Party or any of its employees or agents in connection with any Claim.

6.4. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

7. LIMITATION OF LIABILITY. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement. In no event shall County be liable to Funding Unit for any claims arising out of the conduct of Arrangement-Only Attorneys.

8. DISPUTE RESOLUTION.

8.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Point of Contact and Funding Unit's Point of Contact for possible resolution. County's Point of Contact and Funding Unit's Point of Contact may promptly meet and confer in an effort to resolve such dispute. The Points of Contact for each Party are set forth in Section 22.

8.2. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

9. NO IMPLIED WAIVER.

9.1. 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.

9.2. 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.

9.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

10. AUDITING County agrees that financial records will be available upon request for review or audit by Funding Unit or other appropriate officials.
11. **AGREEMENT INTERPRETATION.** The Parties agree that performance under this Agreement will be conducted in compliance with all federal, Michigan, and local laws and regulations. This Agreement is made and entered into in the County of Oakland and in the State of Michigan. The language of all parts of this Agreement is intended to and under all circumstances to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

12. **INDEPENDENT CONTRACTOR.**

   12.1. The Parties agree that at all times and for all purposes under the terms of this Agreement, the Arraignment-Only Attorneys' legal status and relationship to County and Funding Unit shall be that of an Independent Contractor.

13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Funding Unit.

14. **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.

15. **TERMINATION OR CANCELLATION OF AGREEMENT.**

   15.1. If Funding Unit wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1st for any future fiscal year, Funding Unit shall provide County with a written notice of termination by June 1st stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30th.

   15.2. If County wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1st for any future fiscal year, County shall provide Funding Unit with a written notice of termination by July 1st stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30th.

   15.3. County may terminate or cancel this Agreement, in whole or in part, immediately if third-party funding for the Arraignment-Only Attorneys from the MIDC is reduced or terminated.

   15.4. The Parties agree and acknowledge that either Party's decision to terminate and/or cancel this Agreement, or any one or more individual County services identified herein, shall not relieve the Funding Unit of payment of any County services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

16. **RECORD RETENTION.** The Parties agree to maintain records in accordance with state law. All records relative to this Agreement shall be available at any reasonable time for examination or audit by personnel authorized by law.

17. **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.

18. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond the Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the other party of any such event.
19. **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.

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

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

22. **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.

22.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Corporation Counsel, 1200 North Telegraph, Pontiac, Michigan 48341.

22.2. If Notice is sent to the Funding Unit, it shall be addressed and sent to: [City, Village, or Township legal address]

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

23. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan without giving effect to its conflict of law principles.

24. **JURISDICTION AND VENUE.** Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

25. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the Parties along with the Agreement Documents. In entering into this Agreement, the Funding Unit acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by the County and/or any County Agent that is not expressly set forth in this Agreement, and that any and all such possible, perceived or prior agreements, representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter of this Agreement are fully and completely superseded by this Agreement.
The undersigned hereby acknowledges that he/she has been authorized by [City, Village, Township] to execute this agreement on behalf of [City, Village, Township] and hereby accepts and binds [City, Village, Township] to the terms and conditions of this Agreement.

[CITY, VILLAGE, TOWNSHIP]

BY: __________________________________________________ DATE: __________________________

________________________________________________________________________________________

BY: __________________________________________________ DATE: __________________________

________________________________________________________________________________________

The undersigned hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

THE COUNTY OF OAKLAND

BY: __________________________________________________ DATE: __________________________

David T. Woodward
Chairperson, Oakland County Board of Commissioners
EXCERPT
BIRMINGHAM CITY COMMISSION MINUTES
DECEMBER 3, 2018
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Mayor Patricia Bordman called the meeting to order at 7:30 PM.

II. ROLL CALL
ROLL CALL: Present: Mayor Bordman
Mayor Pro Tem Boutres
Commissioner DeWeese
Commissioner Harris
Commissioner Hoff
Commissioner Nickita
Commissioner Sherman

Absent: none

12-18
48th DISTRICT COURT FY 2019 BUDGET AND MICHIGAN INDIGENT DEFENSE COMMISSION

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese:
To receive the 2019 proposed budget from the 48th District Court, to approve the budget as submitted; and further, to authorize the 48th District Court to administer the Michigan Indigent Defense Commission Program on behalf of the City.

VOTE: Yeas, 7
Nays, 0
Absent, 0

J. Cherilynn Mynsberge, the duly appointed City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on December 3, 2018.

J. Cherilynn Mynsberge, City Clerk
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM
FOR APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS
IN THE OAKLAND COUNTY JAIL

This Agreement ("Agreement") is made between the County of Oakland ("County"), a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341, and the City of Birmingham ("Funding Unit"), whose address is 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012. In this Agreement, County and Funding Unit may also be referred to jointly as the "Parties."

PURPOSE OF AGREEMENT. County and Funding Unit enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of complying with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 et seq, and delineating the duties of the Parties related to providing indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail. The Parties agree, subject to the terms and conditions set forth in this Agreement, to provide funds and/or services as described in Exhibits I and Exhibit II.

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

1. DEFINITIONS. In addition to any other defined terms in this Agreement (e.g., "Agreement," "County," "Funding Unit," "Party," or "Parties," etc.), the Parties agree that the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:

1.1. Agreement Documents mean the following documents, which this Agreement includes and incorporates:

1.1.1. Exhibit I: Financial Obligations
1.1.2. Exhibit II: Scope of Services

1.2. Arraignment-Only Attorney(s) means defense attorneys appointed for the purpose of representing incarcerated indigent defendants in the Oakland County Jail at their video arraignment on a criminal complaint and warrant, bench warrant, or probation violation Monday through Friday, and at their video arraignment on a criminal complaint and warrant on Saturday or Sunday for those funding units that participate in the 52nd District Court Local Administrative Order Weekend Arraignment Program. This does not include defense attorneys appointed to
represent defendants at any other stage of criminal proceedings following the arraignment on the complaint and warrant, either before judgment of sentence or following judgment of sentence.

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

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

1.5. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of County, including any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity. Arraignment-Only Attorneys as defined in Section 1.2 shall not be considered County employees.

1.6. **Day** shall be defined as any calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.

1.7. **Fiscal Year** means October 1 through the following September 30.

1.8. **Funding Unit** means the City of Birmingham, which is an entity created by state or local authority, or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its division, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For the purposes of this Agreement, Funding Unit includes any Michigan court when acting in concert with its Funding Unit to obtain indigent defense counsel services through the County.

1.9. **Funding Unit Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Funding Unit, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have responsibility for the delivery of indigent defense services under this Agreement and/or the Michigan Indigent Defense Commission Act, MCL 780.981 et seq. "Funding Unit Employee" shall also include any person who was a Funding Unit Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.10. **Michigan Indigent Defense Commission** means the public body created by the Michigan Defense Commission Act, MCL 780.981 et seq.
1.11. **Points of Contact** mean the individuals designated by the Parties to act as primary and secondary contacts for communication and other purposes as described herein. Points of Contacts for the Parties are identified in Section 22.

2. **EFFECTIVE DATE AND DURATION OF THE AGREEMENT.**

2.1. This Agreement, and/or any subsequent amendments, rescissions, waivers or releases to this Agreement, must be in writing and shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes and proceedings of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall also be filed by the office of the Clerk of the County with the Secretary of State.

2.2. This Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the filing of this Agreement, and/or any possible subsequent amendments with the Michigan Secretary of State (MCL 124.510).

2.3. This Agreement takes effect on the date of March 2, 2020 and shall continue and be in effect through September 30, 2020 (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for a term from October 1st through September 30th of every future fiscal year, unless cancelled or terminated by any of the Parties pursuant to Section 15 of this Agreement.

3. **COUNTY RESPONSIBILITIES.**

3.1. Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, County shall provide those services for Funding Unit as described in Exhibit II.

3.2. County agrees to establish this legal relationship in all contractual documents with Arraignment-Only Attorneys as provided in Exhibit II.

3.3. County shall invoice Funding Unit as provided in Exhibit I. The sum of charges invoiced to Funding Unit shall not exceed 65% of Funding Unit’s FY2020 grant from the MIDC for the purposes of reimbursing County for providing indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail.

3.4. The Parties intend, agree, and acknowledge that no services, other than those services described in this Agreement, shall or are otherwise required to be provided by the County for or to the Funding Unit. Additional services may be contracted by mutual agreement between the Parties.

4. **FUNDING UNIT FINANCIAL/PAYMENT OBLIGATIONS.**

4.1. As provided in Exhibit I, Funding Unit shall be obligated jointly and severally with the City of Bloomfield Hills, the Township of Bloomfield and the Township of West Bloomfield to remit $14,474 from the 48th District Court’s MIDC grant fund subcategory for reimbursements to County by March 2, 2020 and $12,406 from the 48th District Court’s MIDC grant fund subcategory for reimbursements to County by May 29, 2020. Payment shall be sent along with a copy of the invoice to County as instructed on the invoices.

4.2. In future renewal fiscal years of this Agreement, County shall apply to the MIDC on behalf of Funding Unit for grant funding to cover the entire costs of providing Arraignment-Only attorneys in the Oakland County Jail and Funding Unit shall not apply to the MIDC for any grant funds to cover the costs of providing Arraignment-Only Attorneys in the Oakland County Jail. If County is awarded grant funds in future renewal years that cover the entire cost of providing
representation to indigent defendants in the Oakland County Jail, Funding Unit will not have financial or payment obligations under this Agreement and will not have to pay County the amount covered by County’s awarded MIDC grant funds.

4.3. If Funding Unit, for any reason, fails to pay County any monies due and owing under this Agreement as described in Exhibit I, Funding Unit agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off the amount due past sixty (60) days from any other Public Body funds that are in County’s possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund (“DTRF”), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount owed by Funding Unit to County. Funding Unit waives any Claims against County for any acts related specifically to County’s offsetting or retaining of such amounts.

4.4. Unless there is a termination as provided for herein, Funding Unit’s obligations set forth in this Section, shall be absolute and unconditional and shall not be affected by the occurrence of either Party’s default of any term or condition of this Agreement, nor shall any other occurrence or event relieve, limit, or impair the obligation of Funding Unit to pay any such amount due and owing to County.

4.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

4.6. Nothing in this Section shall operate to limit County’s right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Funding Unit to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Funding Unit at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Funding Unit agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Funding Unit.

4.7. This Section shall not be interpreted as limiting Public Body’s legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

5. ASSURANCES AND WARRANTIES.

5.1. 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 the legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

5.2. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.

5.3. Any and all County services set forth in this Agreement are provided on an “as-is” and “as-available” basis, without any warranty of any kind, to the maximum extent permitted by applicable law. County expressly further disclaims any and all warranties, of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability,
fitness for a particular purpose, or non-infringement and/or that any County services under this Agreement will meet any of Funding Unit’s needs or requirements, will be uninterrupted, timely, secure, error or risk free/or that any deficiencies in any County service. The entire risk arising out of the use of any and all County services herein remains at all times, with Funding Unit to the maximum extent permitted by law.

6. LIABILITY.

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

6.2. Except as provided for in Section 4.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgment and attorney fees.

6.3. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or any legal principle to be indemnified or reimbursed by the other Party or any of its employees or agents in connection with any Claim.

6.4. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

7. LIMITATION OF LIABILITY. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement. In no event shall County be liable to Funding Unit for any claims arising out of the conduct of Arrangement-Only Attorneys.

8. DISPUTE RESOLUTION.

8.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County’s Point of Contact and Funding Unit’s Point of Contact for possible resolution. County’s Point of Contact and Funding Unit’s Point of Contact may promptly meet and confer in an effort to resolve such dispute. The Points of Contact for each Party are set forth in Section 22.

8.2. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

9. NO IMPLIED WAIVER.

9.1. 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.

9.2. 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.

9.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

10. AUDITING. County agrees that financial records will be available upon request for review or audit by Funding Unit or other appropriate officials.
11. **AGREEMENT INTERPRETATION.** The Parties agree that performance under this Agreement will be conducted in compliance with all federal, Michigan, and local laws and regulations. This Agreement is made and entered into in the County of Oakland and in the State of Michigan. The language of all parts of this Agreement is intended to and under all circumstances to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

12. **INDEPENDENT CONTRACTOR.**

12.1. The Parties agree that at all times and for all purposes under the terms of this Agreement, the Arraignment-Only Attorneys legal status and relationship to County and Funding Unit shall be that of an independent Contractor.

13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Funding Unit.

14. **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.

15. **TERMINATION OR CANCELLATION OF AGREEMENT.**

15.1. If Funding Unit wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1st for any future fiscal year, Funding Unit shall provide County with a written notice of termination by June 1st stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30th.

15.2. If County wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1st for any future fiscal year, County shall provide Funding Unit with a written notice of termination by July 1st stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30th.

15.3. County may terminate or cancel this Agreement, in whole or in part, immediately if third-party funding for the Arraignment-Only Attorneys from the MIDC is reduced or terminated.

15.4. The Parties agree and acknowledge that either Party's decision to terminate and/or cancel this Agreement, or any one or more individual County services identified herein, shall not relieve the Funding Unit of payment obligation for any County services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

16. **RECORD RETENTION.** The Parties agree to maintain records in accordance with state law. All records relative to this Agreement shall be available at any reasonable time for examination or audit by personnel authorized by law.

17. **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.

18. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond the Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the other party of any such event.
19. **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.

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

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

22. **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.

   22.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Corporation Counsel, 1200 North Telegraph, Pontiac, Michigan 48341.

   22.2. If Notice is sent to the Funding Unit, it shall be addressed and sent to: City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012.

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

23. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan without giving effect to its conflict of law principles.

24. **JURISDICTION AND VENUE.** Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim(s) arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

25. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the Parties along with the Agreement Documents. In entering into this Agreement, Funding Unit acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by the County and/or any County Agent that is not expressly set forth in this Agreement, and that any and all such possible, perceived or prior agreements, representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter of this Agreement are fully and completely superseded by this Agreement.

The undersigned hereby acknowledges that he/she has been authorized by the City of Birmingham to
execute this agreement on behalf of the City of Birmingham and hereby accepts and binds the City of Birmingham to the terms and conditions of this Agreement.

CITY OF BIRMINGHAM

BY: M. Burns
DATE: 1/7/2020

BY: __________________________ DATE: ________________________

The undersigned hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

THE COUNTY OF OAKLAND

BY: ____________ DATE: 3/10/2020

David T. Woodward
Chairperson, Oakland County Board of Commissioners
DATE: September 14, 2020

TO: Joseph A. Valentine, City Manager

FROM: Leslie Pielack, Museum Director

SUBJECT: 2021-2024 Birmingham Museum Strategic Plan

INTRODUCTION:

The Museum Board has completed its three-year review and updated the Birmingham Museum Strategic Plan for 2021-2024. The Board has conducted strategic plan reviews on a three-year basis since 2013 as the museum has made strides in accomplishing its initial goals and objectives.

BACKGROUND:

The 2021-2024 Birmingham Museum Strategic Plan builds on the foundation of the previous plan with the following four goal areas:

1. Community engagement and public access
2. Strategic development and care of the museum collection
3. Strengthening financial and other resources for improved sustainability
4. Marketing and image enhancement

The updated plan’s goals, objectives, and strategies are presented in chart format. The four goals and associated objectives are essentially unchanged, even in light of the COVID-19 pandemic environment. At the task level, updates reflect shorter-term adaption to needs identified during the pandemic as well as the longer-term direction for the museum conditions. These mostly involve refinements to social media and virtual programming and recent technology solutions to expand audience engagement.

In general, other task level updates reflect the following:

- One-time tasks that have been accomplished are eliminated, or process-related tasks have been moved from planning to implementation phase. Ex: internet capacity has been increased and digital storage has been enhanced, so both have been eliminated. the Heritage Zone of the Landscape Master Plan has been designed, so has moved into the funding and implementation phase; the Hunter House interpretive plan has been completed, so has also been moved to task-level implementation.
• One-time or exploratory activities that have been successful have become ongoing. Ex: Facebook and other social media have moved from the exploratory stage to become an integral part of museum operations for engagement and marketing objectives; board recruitment and development activities have been successful and now are ongoing to provide board support; grant-writing activities have become an ongoing task whereas previously they were exploratory.

• Many ongoing tasks continue into the revised plan without substantial change. Ex: outreach programming to expanded audiences; continuation of digitization activities and enhanced public access; collaborative activities with community organizations and the Friends, maximizing low-cost marketing resources.

• Some tasks that were not undertaken in the original plan are renewed. Ex: develop a comprehensive fundraising plan to build the endowment; develop collection-related policies and procedures in accordance with professional museum standards.

LEGAL REVIEW:

No legal review required.

FISCAL IMPACT:

There is no fiscal impact.

SUMMARY

On September 3, 2020, the Museum Board unanimously approved the revised 2021-2024 plan and recommended that it be presented to the City Commission for final acceptance.

The museum's strategic plan continues to provide direction and guide the operations of the museum to meet the needs of the public and to preserve the historic objects materials in its care. We look forward to our continued positive relationship of the museum with the community through careful and informed planning that is adaptable as conditions change.

ATTACHMENTS:

1. Proposed final 2021-2024 Birmingham Museum Strategic Plan
2. Excerpt of draft minutes of the Museum Board meeting of September 3, 2020

SUGGESTED RESOLUTION:

To accept the proposed 2021-2024 Birmingham Museum Strategic Plan.
City of Birmingham

2021-2024 Strategic Plan
2021-2024 STRATEGIC PLAN

APPROVAL/ACCEPTANCE
Museum Board Approval: September 3, 2020
City Commission Acceptance:

CONTRIBUTORS
Museum Director: Leslie Pielack
Museum Board Members: Russell Dixon, Dan Haugen, Pat Hughes, Judith Keefer, Tina Krizanic, Marty Logue, Caitlin Rosso

This plan represents an update and revision of the 2017-2020 Birmingham Museum Strategic Plan
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>Background &amp; Process; Mission &amp; Value</td>
<td>3</td>
</tr>
<tr>
<td>OVERVIEW</td>
<td>Definitions, Goals &amp; Objectives</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Service &amp; Mission-Related Goals</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Capacity-Building and Support-Related Goals</td>
<td>6</td>
</tr>
<tr>
<td>STRATEGIC PLAN</td>
<td>Detail of Objectives, Tasks, &amp; Timelines</td>
<td>7</td>
</tr>
<tr>
<td>Goal I</td>
<td>Objectives A, B, C, &amp; D</td>
<td>7</td>
</tr>
<tr>
<td>Goal II</td>
<td>Objectives A, B, C, &amp; D</td>
<td>8</td>
</tr>
<tr>
<td>Goal III</td>
<td>Objectives A, B, C, &amp; D</td>
<td>9</td>
</tr>
<tr>
<td>Goal IV</td>
<td>Objectives A, B, &amp; C</td>
<td>10</td>
</tr>
</tbody>
</table>
INTRODUCTION

BACKGROUND AND PROCESS: In 2012, the Birmingham Museum (formerly Birmingham Historical Museum & Park) adopted a strategic plan for the period of 2013-2016. It was created with input from city staff and officials; the public; local churches, schools, and other cultural organizations; and major stakeholders such as the Friends of the Birmingham Museum. The resulting 2013-2016 Strategic Plan also incorporated the findings of a 2012 Museum Assessment Program report, a grant-funded audit and review of the museum’s collection provided by the American Alliance of Museums/Institute of Museum & Library Services. The final strategic plan represented a broad effort to respond to community expectations, professional museum standards, and the museum’s needs in a changing cultural environment. It emphasized changes in the museum field toward community engagement and the human stories that relate to the physical objects in the collection. Also emphasized was the expansion of public access to the collection, educational goals, and continued acquisition and care for the objects that tell Birmingham’s story (including contemporary materials). The plan included objectives relating to the landscape, site improvements, and interpretation of the historic buildings. Re-branding the museum and broadening its visibility were also significant objectives.

The 2017-2020 Birmingham Museum Strategic Plan revised and modified the goals and objectives based on changing technology and audience needs as objectives from the first plan were met or obsolete. The museum has made considerable progress towards the initial goals set by its first strategic plan and revision. As a result, additional review and updating of the plan by the Museum Board has been undertaken for 2021-2024.

The newly revised goals and objectives that follow in the 2021-2024 Birmingham Museum Strategic Plan represent a careful consideration of the impact of the COVID-19 pandemic on current and future activities, especially virtual content and technological means of enhancing audience virtual experience. The Museum Board expects these adaptations to continue for some time, and they are reflected in the revised plan for 2021-2024. However, the ultimate goals and mission of the Birmingham Museum remain largely unchanged, while the methods of accomplishing established objectives continue to be flexible.

MISSION AND VALUE: The museum’s mission statement reflects an inclusive and contemporary approach to integrating Birmingham’s history in meaningful ways for its audiences, strengthening its value to the community and its long term sustainability.

The Birmingham Museum will explore meaningful connections with our past, in order to enrich our community and enhance its character and sustainability. Our mission is to promote understanding of Birmingham’s historical and cultural legacy through preservation and interpretation of its ongoing story.
OVERVIEW

The 2021-2024 Birmingham Museum Strategic Plan builds on the preceding plan, which continues to provide relevant overall direction.

Goals and their objectives form two different groups; 1) those related to the public service functions of the museum, and 2) those related to strengthening capacity and resources to carry out its mission.

Following the summarized description of goals and objectives, the updated 2021-2024 plan is presented in table format as a quick reference guide. As with previous versions, the 2021-2024 Strategic Plan is a living document whose purpose is to provide direction and guidance. Ongoing modification is expected as changing needs dictate. The Museum Board has the role and responsibility of reviewing and making recommendations for plan modification.

DEFINITIONS: The following definitions are used in this document.

Goals: Goals in this plan state where the organization will focus its energies over a defined time frame. They can be short or long term in nature. Goals are not necessarily directly measurable but provide a broad overview or concept of the priorities established by the organization. Goals establish general direction.

Objectives: Objectives in this plan are shorter-term milestones that support individual goals. Each goal has several tangible objectives that will move the museum toward reaching that goal. Objectives are concrete, measurable and focused on results.

Tasks/Strategies: Strategies or tasks in this plan are specific actions or steps that lead to the accomplishment of the objectives. They are action-oriented, short-term, and include the specific “what, by when and by whom,” components.
GOALS and OBJECTIVES

1) **Service and Mission-Related Goals**

**Goal I:** Enhance community engagement through improved access and appeal, resulting in increased utilization of the Birmingham Museum and broader appreciation of its cultural contribution.

**Objectives for Goal I:**

A. Develop and implement programs that strategically engage and connect with the community to make history and heritage more relevant.
B. Establish the museum and park as a valued resource and place to encourage community connectivity.
C. Enhance utilization of the collection by developing an interpretive plan for the site to engage visitors in impactful events, activities, programs and exhibits.
D. Continue to create content to promote the museum through social media and marketing.

**Goal II:** Provide stewardship and management of the museum’s collection of artifacts, archives, and buildings, in accordance with established professional museum practice.

**Objectives for Goal II:**

A. Improve museum collection’s storage organization and environmental controls to protect and preserve the collection.
B. Improve efficiency, accuracy, and accessibility of collection object records and documentation.
C. Develop and implement collections-related policies and procedures for collections management; future acquisitions; de-accessioning; disaster preparedness; the museum’s hands-on/use collection; building maintenance; and other collections-related policies and procedures in accordance with accepted museum standards.
D. Provide increased digital access through exploring online or other virtual exhibit/access options.
2) **Capacity-Building and Support-Related Goals**

**Goal III:** Increase the capacity of the Birmingham Museum to serve its mission through fundraising, board development, building relationships, and volunteer resources.

**Objectives for Goal III:**

A. Develop a comprehensive fundraising plan for the Birmingham Museum that increases contributions to both operations and the endowment fund as a collaborative effort of the Museum board and Museum Friends.
B. Continue to support board development.
C. Increase the personnel capacity of the Birmingham Museum by increasing professional staffing, engaging volunteers, and utilizing partner organizations.
D. Enhance funding through grant-writing efforts.

**Goal IV:** Continue to develop the museum’s brand to increase awareness, interest, and attendance through a consistent message and marketing plan.

**Objectives for Goal IV:**

A. Continue to maximize low cost marketing resources.
B. Strengthen our ties to the community by identifying our new/existing audiences and enhancing the museum’s image.
C. Explore best practices in marketing the new face of the museum.
DETAIL OF OBJECTIVES, TASKS, AND TIMELINES

GOAL I: Enhance community engagement through improved access and appeal, resulting in increased utilization of the Birmingham Museum and broader appreciation of its cultural contribution.

Objectives for Goal I

A. Develop and implement programs that strategically engage and connect with the community to make history and heritage more relevant.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Public programming; schools, organizations, individuals &amp; families</td>
<td>Museum staff</td>
<td>Personnel; materials/operational funds</td>
<td>Ongoing</td>
</tr>
<tr>
<td>2. Private programs &amp; tours</td>
<td>Museum staff</td>
<td>Personnel; materials/operational funds</td>
<td>Ongoing</td>
</tr>
<tr>
<td>3. Research services</td>
<td>Museum staff</td>
<td>Personnel; materials/operational funds</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

B. Establish the museum and park as a valued resource and place to encourage community connectivity.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Continue and enhance social media audience interaction</td>
<td>Museum staff</td>
<td>Personnel; operational funds/virtual resources</td>
<td>Ongoing</td>
</tr>
<tr>
<td>2. Online events promotion</td>
<td>Museum staff</td>
<td>Personnel; operational funds/virtual resources</td>
<td>Ongoing</td>
</tr>
<tr>
<td>3. Phased landscape construction</td>
<td>City/museum staff</td>
<td>Personnel, consultants, funding (city/private)</td>
<td>2021-2024</td>
</tr>
</tbody>
</table>

C. Enhance utilization of the collection by developing an interpretive plan for the site to engage visitors in impactful events, activities, programs and exhibits.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Implement Hunter House interpretive plan</td>
<td>Museum staff</td>
<td>Personnel</td>
<td>Ongoing</td>
</tr>
<tr>
<td>2. Develop Allen House interpretive plan</td>
<td>Museum staff/Board</td>
<td>Personnel</td>
<td>2021-22</td>
</tr>
<tr>
<td>3. On site, off site, and virtual exhibits</td>
<td>Museum staff</td>
<td>Personnel, operational funds/virtual resources</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

D. Continue to create content to promote the museum through social media and marketing.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Continue and enhance existing social media content and development of the museum's brand</td>
<td>Museum staff</td>
<td>Personnel, virtual resources</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
GOAL II: Provide stewardship and management of the museum’s collection of artifacts, archives, and buildings, in accordance with established professional museum practice.

Objectives for Goal II

A. Improve museum collection’s storage organization and environmental controls to protect and preserve the collection.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Re-organize storage in keeping with permanent and use collection goals</td>
<td>Museum staff</td>
<td>Personnel; materials/operational funds</td>
<td>1. Ongoing</td>
</tr>
<tr>
<td>2. Improve environmental controls</td>
<td>Museum staff</td>
<td>Personnel; materials/operational funds</td>
<td>2. Ongoing</td>
</tr>
<tr>
<td>3. Develop artifact assessment &amp; intervention plan</td>
<td>Museum staff</td>
<td>Personnel; materials/operational funds</td>
<td>3. 2021</td>
</tr>
</tbody>
</table>

B. Improve efficiency, accuracy, and accessibility of collection object records and documentation.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Continue digitization, improvement of digital records and expansion of electronic storage</td>
<td>Museum staff; interns/volunteer professionals</td>
<td>Personnel; operational funds/virtual resources</td>
<td>1. Ongoing</td>
</tr>
</tbody>
</table>

C. Develop and implement collections-related policies and procedures for collections management; future acquisitions; de-accessioning; disaster preparedness; the museum’s hands-on/use collection; building maintenance; and other collections-related policies and procedures in accordance with accepted museum standards.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Finalize/implement disaster preparedness plan</td>
<td>Museum staff/city staff</td>
<td>Personnel</td>
<td>1. 2021-ongoing</td>
</tr>
<tr>
<td>2. Develop a building and grounds maintenance schedule</td>
<td>Museum staff/city staff</td>
<td>Personnel, operational funds</td>
<td>2. 2021-ongoing</td>
</tr>
</tbody>
</table>

D. Provide increased digital access through exploring online or other virtual exhibit/access options.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expansion of digital collections/digital content management for public access</td>
<td>Museum staff</td>
<td>Personnel, virtual resources</td>
<td>1. Ongoing</td>
</tr>
</tbody>
</table>
Goal III: Increase the capacity of the Birmingham Museum to serve its mission through fundraising, board development, building relationships, and volunteer resources.

Objectives for Goal III

A. Develop a comprehensive fundraising plan for the Birmingham Museum that increases contributions to both operations and the endowment fund as a collaborative effort of the Museum board and Museum Friends.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Develop a fundraising plan for seeking and managing contributions from public and private sources</td>
<td>Museum staff/city staff/partner organizations</td>
<td>Personnel; materials/operational funds</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

B. Continue to support board development.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Explore/provide opportunities for continuing education</td>
<td>Museum Board; Friends Board</td>
<td>Personnel; operational funds/virtual resources</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

C. Increase the personnel capacity of the Birmingham Museum by increasing professional staffing, engaging volunteers, and utilizing partner organizations.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Maintain appropriate staffing levels and effective use of personnel resources</td>
<td>Museum staff/professional volunteers/interns</td>
<td>Personnel; partner organizations</td>
<td>2021-ongoing</td>
</tr>
</tbody>
</table>

D. Enhance fundraising through grant-writing efforts.

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Identify/explore grant opportunities for supporting museum initiatives</td>
<td>Museum staff</td>
<td>Personnel; partner organizations</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
**Goal IV:** Continue to develop the museum’s brand to increase awareness, interest, and attendance through a consistent message and marketing plan.

**Objectives for Goal VI**

A. **Continue to maximize low cost marketing resources.**

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Explore/develop low cost marketing opportunities to complement social media marketing</td>
<td>1. Museum staff</td>
<td>1. Personnel; materials/operational funds</td>
<td>1. Ongoing</td>
</tr>
</tbody>
</table>

B. **Strengthen our ties to the community by identifying our new/existing audiences and enhancing the museum’s image.**

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Explore/enhance relationships with local and virtual organizations</td>
<td>1. Museum staff/Museum Board</td>
<td>1. Personnel; partner organizations</td>
<td>1. Ongoing</td>
</tr>
</tbody>
</table>

C. **Explore best practices in marketing the new face of the museum.**

<table>
<thead>
<tr>
<th>Task</th>
<th>Who</th>
<th>Resources</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Maintain and explore continuing education in museum marketing and branding</td>
<td>1. Museum staff</td>
<td>1. Personnel</td>
<td>1. Ongoing</td>
</tr>
</tbody>
</table>
Members Present: Russ Dixon, Judith Keefer, Dan Haugen, Pat Hughes, Tina Krizanic, Marty Logue

Members Absent: Caitlin Rosso

Administration: Museum Director Leslie Pielack

Guests: None

Ms. Krizanic called the meeting to order at 5:01 PM.

Approval of the Minutes
Minutes of July 9, 2020

MOTION: by Dixon, seconded by Logue:
To approve the minutes of August 6, 2020.

VOTE: Yeas, 6
Nays, 0

Unfinished Business

A. Members considered final approval of the 2021-2024 Birmingham Museum Strategic Plan.

MOTION: by Keefer, seconded by Dixon:
To approve the 2021-2024 Birmingham Museum Strategic Plan document and to recommend presentation to the City Commission.

VOTE: Yeas, 6
Nays, 0

B. Director Pielack provided an update to the George and Eliza Taylor monument funding campaign. The public campaign was launched on September 1 through local media, word of mouth, and distribution of flyers to local historical organizations and personal email networks. WXYZ's online publication printed an article on September 1 and the Birmingham Eccentric has contacted the museum for interviews and more details to do an online as well as a print article. The online version will appear this
INTRODUCTION:

The Commission requested a presentation of options considering alternative management structures for the parking system per the following motion on August 10, 2020:

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host
Requesting City Manager Valentine to provide the City Commission, no later than September 14, 2020, options for studying alternative management structures and best practices for managing the parking systems.

BACKGROUND:

To best assess options for alternative management structures for the parking system, it may be beneficial to first explain the types of management structures that exist as a prelude to the options available for studying them. Assessments of the parking management structures are not uncommon, but this was not included in the scope for the Downtown Parking Plan that was prepared for the City by Nelson Nygard in September of 2018. The focus of this plan was on operational strategies and not a review of the organizational structure or management model. In review of other parking management plans, where a study was conducted on the organizational structure, there are common management models that are evaluated, as well as, best practices. Examples of these models are contained in the following plans and are attached to this report for reference.

- Township of Montclair, New Jersey (pop. 38,000) Parking Management Plan 2016
- City of Durham, North Carolina (pop. 274,000) Comprehensive Parking Study
- Billings, Montana (pop. 109,000) Parking Strategy Plan 2015
- City of Trenton, New Jersey (pop. 84,000) Downtown Parking Management Plan

The various options that exist in conducting such a review include the following fundamental approaches.

1. Have staff study alternate management structures and best practices for managing parking systems and present a report with recommendations.
2. Create a resolution creating an Ad Hoc Committee to study alternate management structures and best practices for managing parking systems and present a report with recommendations.
3. Have staff solicit a proposal from Nelson Nygard to amend their September 2018 Downtown Parking Plan to study alternate management structures and best practices for managing parking systems and present a report with recommendations.

4. Have staff solicit proposals from professional parking consulting firms to study alternate management structures and best practices for managing parking systems and present a report with recommendations.

LEGAL REVIEW:
No legal review was required in the development of this report.

FISCAL IMPACT:

In reviewing costs from other municipalities for their parking plans that included an assessment of alternative management structures, the costs are outlined below. It is important to note that the costs below are representative of a full parking plan which included a section on the management structures. A scope focused entirely on a study of management models should cost considerably less.

Durham, North Carolina - $158,035
Billings, Montana - $68,025
Trenton, Nj - $99,360

SUMMARY
In follow up to the City Commission’s direction, a list of options have been presented below in the form of resolutions to direct further action on this issue, should the Commission wish to do so.

ATTACHMENTS:
• Township of Montclair, New Jersey Parking Management Plan
• City of Durham, North Carolina Comprehensive Parking Study
• Billings, Montana Parking Strategy Plan
• City of Trenton, New Jersey Downtown Parking Management Plan

SUGGESTED RESOLUTION:
1. To direct staff to study alternate management structures and best practices for managing parking systems and present a report with recommendations to the City Commission.
   OR
2. To direct staff to prepare a resolution creating an Ad Hoc Committee to study alternate management structures and best practices for managing parking systems and present a report with recommendations.
   OR
3. To direct staff solicit a proposal from Nelson Nygard to amend their September 2018 Downtown Parking Plan to study alternate management structures and best practices for managing parking systems and present a report with recommendations.
   OR
4. To direct staff to solicit proposals from professional parking consulting firms to study alternate management structures and best practices for managing parking systems and present a report with recommendations.
Management Organization & Operations Strategies

PRIMARY OBJECTIVE:
Apply management organization and operations strategies to optimize the Township's parking and access management.

Enhancing the current parking management system in the Montclair Township is a critical element for improving the overall downtown experience. Well-managed, customer-oriented parking facilities and management policies encourage visitors to shop, work, and explore local cultural and entertainment options by improving access to downtown attractions, reducing traffic congestion, and clearly informing users about regulations and fee structures associated with available parking. Ultimately, expanding the scope of parking program to incorporate a range of access management and transportation demand management strategies is recommended. The creation of such a system will support commerce; promote the City's transportation, sustainability, and traffic mitigation goals; and advance the broader objectives of economic development and downtown vitality.

Parking program reorganization initiatives are often initiated to support larger community-wide strategic plans, transportation plans or downtown master planning projects. Parking reorganization and management plans can also support retail enhancement strategies. Regardless of the catalyst, parking initiatives often share a set of core goals and priorities that emphasize the need to address the concerns of multiple constituencies, support the development of a vibrant community, and provide safe, user-friendly parking facilities that balance the public need with private interests. All of this must be accomplished in consideration of funding mechanisms and strategies that continue to benefit the community in the long-term.

The recommendations in this section include both Organizational Strategies — transformative changes to the structure of the MPU that will have long-term impact on the effective implementation of the overall PMP — and Operational Strategies — changes to the “day to day” operations of the MPU parking system that will bring improvement to the current and future functions of the MPU.

ORGANIZATIONAL STRATEGIES

Organizational Structure

Parking management best practices from a program organizational perspective, center on the concept of a “vertical integration” of parking functions. This is in contrast to the typical “horizontally fragmented” organizational structures that tend to evolve naturally in many municipal parking organizations across the U.S. The chart below identifies a recommended reorganization of the MPU.
Figure 15  Proposed MPU Organizational Structure

- Parking / Access Management Director
  - 1.0 FTE

- Parking Operations Manager
  - 1.0 FTE

- Principal Clerk
  - 1.0 FTE

- Senior Meter Collector
  - 1.0 FTE

- Meter Enforcement
  - 4.0 FTEs

- Customer Service
  - 1.0 FTE

- Supervisor Meter Enforcement
  - 1.0 FTE

- P/T Meter Collector
  - 0.5 FTE

- P/T Meter Maintenance
  - 0.5 FTE
Create a Program Director Position

Today, the MPU does not have a Director. The Montclair Parking Authority (MPA) had a position of Executive Director. This position was the Chief Executive Officer (CEO) and Chief Operating Officer (COO) of the MPA. The Executive Director reported to the Board of Commissioners of the MPA. There was also an administrative assistant to support the executive director. The Operations Manager also had two direct reports; two maintenance workers.

The Program Director is a critical position, especially one that is the size of Montclair. The Township should formalize the Director level position by creating a position description for a Parking Director, post the job and let the application process take a normal course. To reflect the recommended program scope expansion it is recommended that the new Director position title be changed to Parking/Access Management Program Director. This will benefit the Township and this organization to establish a formal head with the proper authority and responsibility for a parking management system of this size.

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Provides leadership, oversight and management of the town’s parking utility functions, including maintenance of pay stations, parking meters, parking permits, parking lots, and parking enforcement operations and revenue.
- Prepares RFPs and participates in the selection of contractor(s) for the maintenance of the parking facilities. Determines the service level for the maintenance of parking facilities and pay stations.
- Responds to public inquiries, suggestions or complaints in a prompt, professional manner.
- Maintains confidentiality of all proprietary department information and personnel matters including medical information.
- Coordinates with the Police Department on various parking related enforcement issues.
- Coordinates with the Police Department on parking traffic control during Montclair special events.
- Conducts daily inspection of parking facilities.
- Provides an analysis of parking ticket revenues, parking meter revenues, summary report of credit card transactions, hours of operations, demand, etc.
- Provides recommendations to the Parking Utility Board for changes to fee structure and operation.
- Program pay stations accordingly for fees, rates, time of day, holidays, special events.
- Recommends improvements to the operations to provide cost effective and efficient utilization and customer service.
- Maintains records of all maintenance and repairs on parking facilities and equipment.
- Recommends improvements related to public safety in the parking facilities.
- Collects and deposits monies, cash sales and billing payments. Maintains related accounting records.
- Provides recommendations to Parking Utility for the annual operating and capital improvement budgets for the Parking Utility.
- Enforces cost control measures, eliminates redundant systems and establishes and implements cost control measures to ensure compliance with budgetary limitations.
- Develops, communicates and monitors policies, procedures and standards for the Parking Utility.

This list is expanded upon in Appendix ___ - a white paper entitled “The 20 Characteristics of Effective Parking Programs”. This document could serve as a road map for program development going forward.

**Create and Operations Manager Position**

There is no longer a Manager of Operations position as there was under the parking authority. The functions of striping, cleaning, and meter installation are currently provided for by the Department of Public Works (DPW). There is one (1) full-time equivalent (FTE) to service the 32 surface lots.

To make the parking function more “vertically integrated”, the function currently being provided by DPW staff should be transferred to the Parking Utility and made the responsibility of a reinstated parking operations manager position reporting directly to the Parking/Access Management Director position. A specific task list and position description for this new position should be created with the intent to free up some of the Director’s time to enable that position to be focused on program development and with a more of an “out-ward focusing role”. The Operations Manager position should be more internally and operations focused. It is recommended that this position should also fill the function of a “special projects coordinator”.

**Staffing Cost Implications**

The table below compares the current program’s staffing/salaries to the recommended program.

**Figure 16 Current and Proposed Staffing**

<table>
<thead>
<tr>
<th>Current Organization</th>
<th>Recommended Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>$67,368  Project Administrator</td>
<td>$80,000 Parking/Access Management Director</td>
</tr>
<tr>
<td>$40,974  Senior Meter Collector</td>
<td>$65,000 Operations Manager</td>
</tr>
<tr>
<td>$34,799  Principal Clerk</td>
<td>$40,974 Part-Time Meter Collector</td>
</tr>
<tr>
<td>$42,534  Supervisor Meter Enforcement</td>
<td>$24,584 Part-Time Meter Maintenance</td>
</tr>
<tr>
<td>$32,506  Meter Enforcement Officer</td>
<td>$34,799 Principal Clerk</td>
</tr>
<tr>
<td>$37,422  Meter Enforcement Officer</td>
<td>$34,799 Customer Service</td>
</tr>
<tr>
<td>$36,526  Meter Enforcement Officer</td>
<td>$42,534 Supervisor Meter Enforcement</td>
</tr>
<tr>
<td>$37,068  Meter Enforcement Officer</td>
<td>$32,506 Meter Enforcement</td>
</tr>
<tr>
<td>$37,422  Meter Enforcement Officer</td>
<td>$37,422 Meter Enforcement Officer</td>
</tr>
<tr>
<td>$36,526  Meter Enforcement Officer</td>
<td>$36,526 Meter Enforcement Officer</td>
</tr>
<tr>
<td>$37,068  Meter Enforcement Officer</td>
<td>$37,068 Meter Enforcement Officer</td>
</tr>
</tbody>
</table>

$329,217  Total Salaries

$466,217  Total Salaries

**Difference:** 136,995

- Upgrade of Project Administrator to Parking/Access Management Director
- Addition of Parking Operations Manager
- Addition of Two P/T Personnel
Mission and Scope Expansion

Mobility & TDM

Trends in the industry reflect a movement to expand the scope of traditional parking programs to embrace a broader “access management” paradigm. While parking remains an important element of the overall program, it should not be the only program focus. Managing both the supply and demand sides of the “access equation” is a central theme of an “access management” program. Thus, creating or supporting programs to increase the range of access options becomes an important element of the new program model which emphasizes a number of “mobility management” alternatives to single occupant vehicle use. This typically includes promoting a range of transportation demand management (TDM) programs, supporting “active transportation” modes (bike/peds) as well as promoting good urban design, walkability, transit oriented development, shared parking, etc.

The MPU should establish a dedicated enterprise fund with all parking-related revenue streams defined as contributing revenue sources. In many communities parking revenues are allocated to the City’s general fund and getting these funds reallocated can be a difficult proposition. An alternative to this can be to consider the City owned parking assets as if they were private and “taxable”. The amount of tax that would be generated under this scenario becomes the defined contribution that parking makes to the general fund. This still allows for some contribution to the general fund, but at a defined level. The bulk of the parking funds are used to cover operating expenses and creating reserves for maintenance, future capital projects and enhanced community access or economic development initiatives.

Mission & Vision Statement

Truly effective parking systems have a clear vision and well-defined mission. The development or periodic reassessment of the parking system’s vision/mission statements should be undertaken as an open and inclusive process involving a wide range of stakeholders. Typically, it is recommended that the following groups be included in the public input process.

- City Planning
- TPAC
- District Business Associations

The development of a parking system’s vision and mission statements should have one overarching goal—to see that the parking system’s purpose and direction are tied to and supportive of the larger strategic development plan. There are a variety of ways that parking can support the health, vitality, and sustainability of a downtown or business district.

Having a professionally managed parking program that presents clean, safe, attractive, and well-maintained facilities is perhaps the most visible dimension. Other attributes include providing an adequate supply of parking and the appropriate allocation and management of those resources to best support the various businesses that depend on them for success. Successfully meeting these goals promotes downtown business retention and attraction.

The parking system administrator should play a key role in providing educational support to community leaders about the importance of parking and the role(s) parking can play (and cannot play) in meeting community objectives. Staying abreast of the latest technological developments related to parking systems can broaden the options available to improve parking system management effectiveness and efficiency.
Examples of municipal parking program mission/vision statements for your consideration:

- **Missoula, MT**—Welcome to Missoula’s Downtown! Our Mission: The Missoula Parking Commission (MPC) plays an important role in making Missoula’s downtown a great experience. Our mission is to work with government, businesses, and citizens to provide and manage parking and parking alternatives. MPC identifies and responds to the ever changing parking needs in the area for which it is responsible.

- **Boulder, CO**—Our Mission: We manage the parking garages, on-street systems and enforcement for Boulder’s three major commercial areas: Downtown Boulder, University Hill and, when completed, Boulder Junction. We also manage the 10 Neighborhood Permit programs throughout Boulder. Our Mission is to provide quality program, parking, enforcement, maintenance, and alternative modes services through the highest level of customer service, efficient management and effective problem solving.

- **Mammoth Lakes, CA**—Vision Statement: The Mammoth Lakes Parking Management Organization will strive to develop a superior, customer-oriented parking system, responding to the current and future needs of parkers, including visitors, employees, employers and property owners through active planning, management, coordination and communications. The Parking Management Organization shall be considered an integral component of the community’s economic development strategies and programs.

**Philosophy & Guiding Principles**

A succinct statement or statements reflecting your philosophical approach to parking can provide valuable tools for communicating to patrons, stakeholders, and staff. What are guiding principles? Any principles or precepts that guide an organization throughout its life in all circumstances, irrespective of changes in its goals, strategies, type of work, or the top management.

Some examples of parking philosophies are noted below along with a brief commentary.

1. **Parking Isn’t About Cars . . . It’s About People**

   This statement reflects an understanding that parking is not simply the act of temporarily storing cars, but it is in fact more about addressing needs when transitioning from the vehicular to the pedestrian experience. Under this philosophy, issues such as facility cleanliness, safety, lighting, wayfinding, and customer service move to the forefront. Functional design elements that directly impact user comfort, such as stall widths, turn radii, walking distances, etc., also take on special importance.

2. **People Don’t Come Downtown to Park**

   This concept reinforces the reality that parking, while an important support function and critical infrastructure element, is not the reason people visit your downtown. For the downtown to be successful, there must be good restaurants, interesting retail, and other special attractions.

   The fundamental principle behind this philosophy is three-fold:
   1. The role of parking is to support other downtown activities.
   2. Eliminate parking as a reason not to come downtown
   3. Recognize what parking is not (i.e., an attraction).

3. **Parking Should Be a Positive Experience**
For years, a parking consulting firm had a slogan: “Parking should be a non-event.” This notion has undergone a qualitative evolution to make parking not just a non-event, but actually a positive experience. In their book The Experience Economy, Joseph Pine and James Gilmore address the concept that, especially in America, what customers are actually purchasing are positive experiences. One expression of this transition can be seen in the healthcare arena. Have you noticed that the lobbies of newer health care facilities have taken on the feel of grand hotel lobbies? Many parking management systems are providing more extensive customer service training for all levels of staff members.

### 4. Parking is the First and Last Experience

Building on the concept above is an appreciation of the fact that most of our customers’ first and last impressions of any venue really begins and ends with their parking experience. You might enjoy the best meal followed by a fabulous evening of entertainment while downtown, but if you have to circle to find a parking space or are accosted when walking from your car to your destination, your whole experience will be tainted.

### 5. Parking Should Be Friendly, Not Free

There is no such thing as free parking. One of the ongoing challenges that downtowns face when it comes to parking is cost. Because of land values, densities, and walking distance issues, parking structures are here to stay in the downtown environment and with them comes the need to charge for parking in one form or fashion. The perception that parking at the mall is “free” doesn’t help (even though it is not true). Even if you promote free parking as a marketing concept, someone is paying for that parking. Whether it’s through increased taxes or an increased cost of goods/services, the cost of providing parking is still there. This philosophy recognizes that reality and instead focuses on providing a friendly, well-managed parking experience.

### 6. Parking is a Component of the Larger Transportation System

It is surprising how often parking gets divorced in people’s minds from being a component of the larger transportation system. Because of its cost, structured parking is often the reason that development projects “don’t pencil,” to use developer lingo. By considering parking in the larger context of a broad range of transit and transportation alternatives, demand management strategies (including shared parking policies) can be developed to help reduce the amount of parking required, especially in urban areas where good bus transit, light rail, taxi service, and in-town residential developments can be found. As Montclair Township continues to grow, the MPU should continue to develop programs that integrate complementary parking and transportation strategies as this is a hallmark of this philosophy.

**Recommended Guiding Principles**

The following are a recommended set of parking program guiding principle categories followed by actual guiding principle statements. These Guiding Principles will serve as a foundation for near and long-term decision-making and implementation of parking management strategies in the Montclair Township. These strategies are intended to support the on-going economic development and vitality of Montclair. **This is a process not a one-time task.**
Guiding Principle #1

The parking management program will be organized to be “vertically integrated” with responsibility for:

- Managing on-street parking
- Coordination of off-street parking
- Parking enforcement
- Parking planning and development
- Parking demand management

Consolidating the various parking functions under a single parking management organization will establish a consolidated system that is action-oriented, responsive, and accountable with improved coordination and operating efficiencies. Recruiting a strong leader is a key element for success. The organization leader must have strong vision and communications skills, specialized parking and planning expertise, and be capable of educating other community leaders, stakeholders and private sector partners on the importance and relevance of a strong parking management organization. Strong general management and financial program development skills are also required.

Guiding Principle #2

Parking will support the downtown as a desirable destination for businesses, shopping, dining, and recreation by making parking a positive element of the overall downtown experience.

The parking management organization will strive to develop and coordinate private and publically owned parking facilities that are clean, convenient, safe, and secure for both the general public and their staff. Parking enforcement program staff will present a friendly and professional appearance and receive on-going customer service and downtown ambassador training. The parking program will be responsive to community needs, open to fresh ideas and be actively engaged in community planning and events. Management of the parking system will ultimately be enhanced through investments in new technology and a strong focus on customer friendly parking policies.

Guiding Principle #3

The parking system will be guided by community and economic development goals and adopted policy directives that are the result of collaborative processes between parking management organization staff, other agencies and involved stakeholders.

The parking management organization will use its resources to promote mixed-use and shared-use parking strategies as well as promoting alternative transportation modes through the creation of incentives, partnerships and programs to attract private investment; this will include reviewing and updating existing city parking requirements, as appropriate.

Guiding Principle #4

The Parking Management Organization will support the Downtown Main Street Plan to promote a “Park Once” concept and a balance of travel modes, including bus, vehicular, bicycle and pedestrian, to meet community-wide access goals.

The parking management plan will promote a “park once” strategy that uses parking supply efficiently and emphasizes “linkages” to other forms of transportation. “Green” strategies that can
result in more efficient use of parking facilities and provide other benefits, including reduced congestion, improved transportation choices, more efficient land use, and improved streetscape aesthetics will be explored and supported.

Guiding Principle # 5

**The Parking Management Organization will be an early adopter of technology solutions to enhance customer service and enhance parking program efficiency and effectiveness.**

A key goal is to make parking less of an impediment to visiting Mammoth Lakes and more of an amenity. Technology will be leveraged to streamline and simplify access to parking and will be a key parking management strategy. Another key technology related goal is to enhance the efficiency and effectiveness of parking management staff and programs.

Guiding Principle # 6

**Parking management programs and facilities will be developed to function as a positive, marketable asset for downtown.**

One major goal of the parking management organization is to create a well-branded and marketable program that will create for the visitor an easy to understand and easy to access parking program. This will be accomplished through the use of program branding and marketing, an integrated signage plan, validation programs, a web-based information clearing house and special event parking programs.

Another important role that the parking management organization will play is that of “community educator” on parking. Parking management strategies and programs will be cross-marketed to promote downtown as a unique and visitor-friendly regional destination. The parking management organization will develop an effective branding and marketing program. Parking availability shall be well publicized to enhance the perception of parking as a positive element of the downtown experience. Reinvestment of parking resources back into the downtown will be encouraged and promoted.

In addition to web-based information, the parking management organization will develop a variety of educational materials and workshops to promote parking management programs. The parking management organization will work closely with the TBID, community economic development and other downtown agencies/stakeholders to promote, educate and market parking programs in downtown Mammoth Lakes.

Guiding Principle # 7

**Responsiveness to the Needs of a Diverse Customer/Citizen Base**

The parking management organization should aim high and strive to achieve a “best-in-class” parking program. All aspects of the Mammoth Lakes parking program should reflect an understanding of what the customer desires in terms of a positive and memorable experience.

Special programs to address retail enhancement initiatives, shared-use parking, employee parking, special/large events parking, etc. will be developed. These programs will be developed in a collaborative manner and designed to support larger community goals and objectives. A range of program options should be developed to address the unique needs of different seasons as well as special programs for permanent residents as contrasted to tourism based parking programs.
Guiding Principle # 8

Parking Information Clearinghouse & Coordination of On-Street, Off-Street, and Special Event Programs

The Parking Management Organization shall take a lead role in parking program coordination. From a planning and information clearinghouse perspective, the parking organization will be a unifying and centralized resource that will coordinate and distribute information related to parking supply, availability, planning, and special programs, event activities and other resources such as the TBID.

This will be done through physical signage, branding and marketing, a robust planning function and a strong web-based information program.

Guiding Principle # 9

The Parking Management Organization shall have an active and comprehensive planning function.

The Parking Management Organization will be included in all City and regional strategic and transportation planning efforts. The Parking Management Organization will work with City staff to review and evaluate parking zoning requirements, the development of parking design standards that promote good urban design principles related to parking structures and mixed-use projects, and the creation of parking standards for transit oriented development.

Effective parking planning will mean an improved understanding of parking supply/demand, and the development of parking infrastructure that will enhance and better support the community strategic goals and urban design objectives.

Guiding Principle # 10

Clean, Safe, Attractive and Well-Maintained Facilities

Emphasis will be placed on enhancing parking facility appearance, maintenance, safety and security, regardless of facility ownership. The Parking Management Organization will promote standards to encourage comprehensive and pro-active facility maintenance and security plans.

Facility maintenance reserves and other maintenance best practices will be encouraged in Town owned facilities. Publicly available parking facilities marketed through the Parking Management Organization will agree to a community developed set of parking facility standards. Participating facilities will be routinely monitored.

Some parking facilities incorporate public art and creative level identification and theming to enhance the parking experience for their patrons and make large parking facilities more navigable. Continued development of these initiatives will be supported.

Guiding Principle # 11

The Parking Management Organization will be a forward thinking, “best in class” parking program.

The Parking Management Organization should anticipate future patron needs in the context of the Main Street plan and other planning initiatives and seek to integrate supportive parking and multi-modal access strategies as appropriate.

Evaluation of other parking management best practices and new technologies should occur on an on-going basis.
9 | Management Organizational Options

This section examines a number of effective parking management operational methodologies as well as Parking Management Organizational options that are models for the possible reorganization of Durham’s parking program. For each organizational model explored in this section, examples are provided from communities that have successfully implemented those program organizational structures. Also identified is the significant contributions these programs provide to support their larger community strategic goals.

Parking Management Program Organization Evolution

Over the past several years Kimley-Horn and Associates, Inc. has conducted extensive research into how parking systems evolve organizationally. This area of interest emerged in conjunction with our research and documentation of parking management “best practices” from around the country.

Municipal Parking System Evolution

Many parking systems, especially in municipal environments, have evolved over time into organizational structures that we have termed “horizontally fragmented.” This means that various parking system components are spread among multiple departments or entities. It is important to realize that when these systems were being created, parking management as a profession had not fully developed.

The following example describes how many municipal parking programs evolved and also reflects the “functional fragmentation” that this approach can produce.

- There was a need to establish a parking function. The initial need was to manage on-street parking assets. Because Public Works already managed the streets, this function was located under the Public Works department.
- When the need for an enforcement function achieved critical mass, this was logically assigned to the Police Department as enforcement was their specialty.
- Over time, off-street lots and parking structures were added. The management of these resources was placed under the Facilities Management Division, because they managed the City’s real estate assets and facilities.
- Soon there was enough revenue being generated that an audit/accounting function was established to ensure accountability over the revenues and expenses. This function was placed under the Finance Division.

Fast forward to today. There is growing interest in Downtown Durham as a place to work, live, and play. The community is making impressive advances in Downtown development and revitalization and as a result, parking is emerging as a significant element. To successfully combat the challenges that parking will continue to pose on Downtown, the City should assess parking system organizational structures for implementation that best fit the goals of the city.

In a horizontally structured parking program, each department manages only one aspect of the parking system (such as on-street parking, enforcement, or parking structures). No one has responsibility or the perspective and understanding of all the functional areas to manage the interrelated components as a system. In many cases, parking can be described as everyone’s part-time job, but no one’s full-time job thus there is no overall accountability for parking as a system.
It is interesting to note the variety of ways in which the “horizontal fragmentation of parking systems” has evolved in different cities. Some have evolved along the lines of assigning different functions to various departments as noted in the example above. Some have peculiar combinations of functional and geographic divisions. Another category related to parking system organization and management has to do with whether the municipality has chosen to invest in the development of a significant off-street parking program (the construction/management of parking structures/lots). Finally, the community’s approach to self-management of resources versus their desire for outsourcing certain functions also plays a role.

**Parking Management Organizational Best Practices**

The current best practices data is fairly agnostic to the exact organizational framework, but the fundamental characteristic of all the most successful strategies is the principle of “vertical integration” of parking functions, which is what is currently mimicked in the City of Durham’s organizational structure. The minimum degree of integration is management by one entity of the on- and off-street parking and parking enforcement functions. More advanced models include parking/transportation planning, transportation demand management programs, and even transit system management in smaller communities.

Another dimension that we will discuss related to the organization and management of a vertically integrated parking program is issue of self-management versus outsourcing/contract management. Within the contract management context we will review two primary approaches – management agreements and concession agreements.

We would be remiss if we did not at least mention another emerging trend in this area – parking system privatization or “monetization.” While there is not a lot of history in this area relative to parking systems, recent examples in Chicago, Pittsburgh, Atlanta and Indianapolis are worth noting. Parking system monetization refers to the offering a long-term lease of specific parking assets (essentially a long-term concession agreement) in exchange for a large upfront payment.

There also is a cadre of major U.S. cities that have not made a significant investment in the development of a public off-street parking system (e.g. Charlotte, NC). This is neither good nor bad, but it does have an impact on the organizational options to be considered in terms of how these cities can most effectively organize a parking program designed to achieve the community’s specific program goals and objectives.

In addressing this particular condition in other communities, we developed a new program approach that we call “the parking management collaborative.” The goal of this approach is to essentially create a “management overlay” onto a collection of public and private parking assets, such that from a visitor’s perspective, the parking system looks and feels like a public parking system despite the actual distributed ownership behind the scenes.

This option, along with the more traditional parking system organizational options (parking authorities, parking districts, a vertically integrated city department, BID or contract management options, etc.) are discussed later in this section following a discussion of defining program goals.

**Program Goals**

As part of this study, a preliminary set of program goals were developed. These will serve as the program foundation and help in setting priorities and establishing community partnerships for the Downtown Parking Plan. A statement better defining each of the twelve example guiding principles is provided.
**Program Goal #1**

The management of the parking program will be organized to be “vertically integrated” with responsibility for:

- Managing on-street parking
- Coordination of off-street parking
- Parking enforcement
- Parking planning and development
- Parking demand management

Consolidating various parking functions under a single Parking Management Organization establishes a consolidated system that is action-oriented, responsive, and accountable with improved coordination and operating efficiencies. The current city organizational structure mimics this “vertically integrated” concept.

**Program Goal #2**

Packing will support downtown Durham as a desirable destination for workers, businesses, shopping, dining, entertainment, and recreation by making parking a positive element of the overall community experience.

The Downtown Parking Plan will strive to develop and coordinate private and publically owned parking facilities that are clean, convenient and safe.

Packing enforcement staff will present a friendly and professional appearance and receive on-going customer service and community ambassador training.

Responsiveness to community needs, openness to fresh ideas, and active participation in community planning and events will be among the ongoing goals of the Parking Management Organization.

One major goal of the parking organization is to create a “management overlay” that will create an easy to understand and easy to access parking program for visitors. This will be accomplished through the use of common branding and marketing, an integrated signage plan, validation programs, a web-based information clearing house, special events program coordination, etc.

Management of the on-street parking system will be enhanced through an investment in new technology and more customer friendly parking enforcement policies.

**Program Goal #3**

The parking system will be guided by community and economic development goals and City Council adopted policy directives that are the result of collaborative processes between Parking Management Organization staff, other agencies, and involved stakeholders.

The Parking Management Organization will use its resources to promote mixed-use and shared-use parking strategies as well as promoting alternative transportation modes through the creation of incentives, partnerships and programs to attract private investment. This will include reviewing and updating existing city parking requirements as appropriate.
### Program Goal #4

**Integrated Transportation / Sustainability**

The Parking Management Organization will promote the “park once” concept and a balance of travel modes, including rail, bus, vehicular, bicycle, and pedestrian to meet community-wide access goals.

The Downtown Parking Plan will promote a “park once” strategy that uses parking supply efficiently and emphasizes “linkages” to other forms of transportation.

“Green” strategies that can result in more efficient use of parking facilities and provide other benefits, including reduced congestion, improved transportation choices, more efficient land use, and improved streetscape aesthetics will be explored and supported.

### Program Goal #5

**Leveraging Technology**

The Parking Management Organization will be an early adopter of technology solutions to enhance customer service and parking information options.

A key goal is to make parking less of an impediment to visiting downtown Durham and more of an amenity.

Technology will be leveraged to streamline and simplify access to parking and will be a key parking management strategy. Another key technology related goal is to enhance the efficiency and effectiveness of parking management staff and programs.

A prime example of the use of technology to leverage improvements in customer service, enforcement, and system efficiency is the implementation of a fee for on-street parking that accepts credit cards as a payment option. This implementation can provide more convenient payment options for patrons, real-time data for streamlined enforcement, and better use of the curb space.

### Program Goal #6

**Communications / Branding / Community Education**

Parking management programs and facilities will be developed to function as a positive, marketable asset for downtown Durham.

Parking management strategies and programs will be cross-marketed to promote Downtown Durham as a unique and visitor-friendly regional destination. Parking availability shall be well publicized to enhance the perception of parking as a positive element of the community experience. Reinvestment of parking resources back into the downtown will be promoted. The Parking Management Organization will develop an effective marketing and branding program.

In addition to web-based information, the Parking Management Organization will develop educational materials on topics such as: parking development trends, parking safety tips, etc. The organization also will promote discussion with parking facility owners/operators on topics such as facility condition assessments, maintenance program development, parking management best practices, etc.

Downtown Durham parking programs and information shall be well promoted and marketed. The Parking Management Organization will work closely with Downtown Durham, Inc., Office of Economic and Workforce Development, and other community agencies/stakeholders to promote, educate, and market parking programs in downtown Durham.
<table>
<thead>
<tr>
<th>Program Goal #7</th>
<th>Program Development / Responsiveness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsiveness to the Needs of a Diverse Customer/Citizen Base.</td>
<td></td>
</tr>
<tr>
<td>The Parking Management Organization should aim high and strive to achieve a “best-in-class” parking program. All aspects of Downtown Durham parking should reflect an understanding of what the customer desires in terms of a positive and memorable experience.</td>
<td></td>
</tr>
<tr>
<td>Special programs to address retail enhancement initiatives, shared-use parking, residential parking, employee parking, special/large events parking, etc. will be developed in a collaborative manner and designed to support larger community goals and objectives.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Goal #8</th>
<th>Information Clearinghouse / Coordinated Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Information Clearinghouse and Coordination of On-Street, Off-Street, and Special Event Programs.</td>
<td></td>
</tr>
<tr>
<td>The Parking Management Organization shall take a lead role in parking program coordination. From a planning and information clearinghouse perspective, the organization will be a unifying and centralized resource that will coordinate and distribute information related to parking supply, availability, planning, and special programs, event activities and other resources. This will be done through physical signage, branding and marketing, a robust planning function and a strong web-based information program.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Goal #9</th>
<th>Planning / Urban Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Parking Management Organization shall have an active and comprehensive planning function, including strategic and transportation planning efforts.</td>
<td></td>
</tr>
<tr>
<td>The organization will work with City staff to review and evaluate parking zoning requirements, the development of parking design standards that promote good urban design principles related to parking structures and mixed-use projects, and the creation of transit oriented development parking standards.</td>
<td></td>
</tr>
<tr>
<td>Effective parking planning will mean improved understanding of parking supply/demand and development of parking infrastructure that will enhance and better support the community strategic goals and urban design.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Goal #10</th>
<th>Safe, Attractive, and Well-Maintained Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emphasis will be placed on enhancing parking facility appearance, maintenance, safety and security, regardless of facility ownership. The parking organization will promote standards to encourage comprehensive and pro-active facility maintenance and security plans.</td>
<td></td>
</tr>
<tr>
<td>Facility maintenance reserves and other maintenance best practices will be encouraged in City owned facilities. Publicly available parking facilities marketed through the Parking Management Organization will agree to a set of parking facility standards that is developed through a joint coordination effort between the City and stakeholders. Participating facilities will be routinely monitored.</td>
<td></td>
</tr>
<tr>
<td>Some parking facilities incorporate public art and creative level identification/theming to enhance the parking experience for patrons and make large parking facilities more navigable. Continued development of these initiatives will be supported.</td>
<td></td>
</tr>
</tbody>
</table>
## Program Goals Summary

If adopted, these Program Goals will serve as a foundation for near- and long-term decision making and implementation of parking management strategies for the Downtown Durham Parking Management Organization.

These strategies are intended to support the on-going economic development and vitality of downtown Durham. This is a process not a one-time task.

Teamwork and collaboration between the Parking Management Organization, City officials, Downtown management, transportation agencies and other stakeholders will be a key for success moving forward.

The Parking Management Organization will support the larger Durham area transportation plan, other area or regional plans as well as the business district strategic plan.

## Parking System Operating Methodologies

Once a management structure has been determined, operating methodologies are another organizational/management consideration. There are three primary methodologies for operating parking programs.
1. **Self-Operation** – The managing entity or owner operates the parking program itself. For example, a downtown parking authority or City department can hire the necessary staff to operate the parking system internally.

2. **Outsourced: Management Contract** – The facility owner or managing organization contracts a private parking management firm to handle day-to-day operations and maintenance through a management contract. Through the management contract, the private parking management firm is either paid a fixed management fee and/or a percentage of gross revenues and is reimbursed by the owner for all costs incurred in the operation.

3. **Outsourced: Concession Agreement** – The facility owner or managing organization contracts a parking management firm to assume full responsibility for all aspects of the operation, including expenses, and the parking management firm pays the owner a guaranteed amount and/or a percentage of gross revenues (or a combination).

A variation on the concession agreement methodology that is being introduced in the U.S. parking market is that of parking system “monetization.” A more detailed description of each option is provided in the following subsections.

**Self-Operation**

Self-operation of the parking system requires that the owning entity provides all the necessary employees (e.g., full- or part-time staff and/or temporary employees), equipment, supplies, etc. With this method of operation, the owning entity receives all gross parking revenues and pays for all operating expenses. Self-operation requires internal administrative and managerial staff at a higher level than the management contract or concession style agreements.

Self-operation allows the owning entity to have complete control over the parking facilities and the level of service provided to its patrons. This requires a well-trained and experienced staff to effectively manage a large parking operation with significant daily revenues. Parking has become a highly specialized field and also requires good general and facility management skills. Without proper training and professional development, self-operation can result in a lower than desired level of service and revenue controls.

Potential advantages of self-operation include:

- Complete control over day-to-day parking operations, including customer service.
- Internal parking knowledge to assist with future planning.
- Uniform look and feel with other city services.
- Better control over staff and staff training.
- Eliminates paying a management fee to a vendor.

Disadvantages to this approach would include:

- Typically higher expenses than contracting with a private parking provider due to the following:
  - Higher pay rates than private operators especially in a unionized environment
  - More restrictive benefit requirements
  - Higher staff training and development costs

---

**Example “Self-Operated” Programs**

- City of Missoula, MT
- City of Boulder, CO
- City of Fort Collins, CO
Private operators have a greater economy of scale relative to supplies
Higher insurance costs/requirements since the City holds 100% of risk and liability

- More operational duties for the city.
- Smaller staff pool to draw from for covering sick days and vacations. Internal staff is limited, whereas contracted operators can draw from a larger pool of qualified staff.
- The city will need to find and hire experienced parking staff.
- Requires budgeting for on-going training of new staff to maintain customer service levels.
- The city will have higher administrative and back office costs than an experienced private operator.
- The city will deal directly with customer complaints.
- The city will assume maximum financial risks related with the parking system.
- Can be difficult to terminate the employment of staff when needed.

Management Agreement Operations

In this form of operation the owning entity retains complete control over staffing levels, validation policies, parking rates, and customer service policies. With a management agreement, the parking operator provides the necessary labor and services for the operation of the parking facilities in accordance with an agreed upon policies and annual operating expense budgets established by the owner. The parking operator then receives a monthly payment, either a lump sum amount or a percentage of the gross or net revenue. This monthly payment represents the fee to manage the facilities.

The parking operator will provide the owning entity with a detailed monthly report package, including operating statistics, revenue summaries, expenses summaries, budget variance reports, etc. The management agreement requires additional personnel time for the owning entity’s staff since it is necessary to audit the gross parking revenues as well as the monthly operating expenses. The preferred arrangement is that all reporting guidelines and accounting practices are determined up-front so that each party understands their responsibilities.

The owning entity’s stakeholders and staff will have significant input into establishing the “level of service” for the parking system by deciding on the type of parking access and revenue control systems to be employed, the quantity of cashiers/customer service ambassadors, acceptable traffic queuing upon exit, lost ticket/insufficient funds policies, parking related services offered (lost vehicle assistance, dead battery assistance, vehicle lock-out assistance), etc.

The following outlines the potential advantages of outsourced day-to-day operations via management agreement (in conjunction with a small in-house contract management function):

- Reasonable control over day-to-day parking operations.
- An internal parking manager can be hired by the city with sufficient parking knowledge to assist with future planning.
- A well-structured management agreement will provide the following:

Example “Management Agreement Operated” Programs

- City of Raleigh, NC
- City of Lincoln, NE
- City of Cedar Rapids, IA
Management Organizational Options

- Reasonable control over staff and staff training
- High customer service expectations
- A high level of staff appearance
- Strong auditing capabilities
- Operator accountability

- Parking services from an experienced service provider.
- Typically, operations are less expensive due to:
  - Lower staffing costs
  - Lower training costs
  - Lower administrative costs
  - Lower insurance costs since some risk and liability is shed to the parking operator
- The use of a private parking operator will provide on-going valuable parking experience to the City.
- Potentially, a large pool of qualified private operator staff to draw from for sick day and employee vacations.
- The contracted parking operator will deal with most customer complaints.
- Relatively predictable parking system expenses.

Disadvantages to this approach include:

- The city will have to compensate a private operator with a management fee or a percentage of gross revenues.
- Somewhat less control over day-to-day operations.
- Somewhat less control over staffing and training issues.
- The city will need to find and hire an experienced parking manager.
- The city will continue to have some administrative and back office staffing costs.
- The city will assume most of the financial risks related with the parking system.

Concession Agreement Operations

With a concession agreement, the concessionaire will provide all necessary labor and services for the complete operation of parking facilities in return for a percentage of the gross parking revenues. The actual percentage varies from operation to operation based on the size, complexity, revenue potential, and perceived risk to the operator. There may be a guaranteed minimum annual payment to the owning entity. Sometimes a revenue split is negotiated for revenues above a certain level.

In general, concession agreements work best in situations where the owning entity wishes to divest itself from the day-to-day parking operational concerns in order to better focus on its core business. These types of programs include:

- Children’s Medical Center, Dallas, TX
- Several Airports

Example “Concession Agreement Operated” Programs
arrangements are more common in airports. With this type of agreement, a minimal amount of time is required by the owning entity’s staff in the day-to-day operations of the parking program. The owning entity also relinquishes some level of control as it relates to defining day-to-day operations since the concessionaire is responsible for all expenses and most liabilities. Typically, the owning entity receives a deposit from monthly parking revenues within two weeks after the end of the each calendar month. Periodic conversations with the parking operator are necessary to discuss operational issues that affect the quality of service to the owning entity’s patrons.

The concession agreement is the simplest type of agreement for administrative purposes, in that only the gross parking revenues need be audited. All operational expenses are the responsibility of the concessionaire, thereby resulting in minimal control of this function by owning entity staff. Also, as with the management agreement, the parking operator serves as a buffer to the owning entity’s management with respect to parking complaints and potential wrongdoing by those employed within the parking system.

While there are benefits to this approach, the risks tend to outweigh those benefits for the City in particular. It is recommended is this report that the City builds a parking brand that is recognized as a well-managed, well-maintained organization. Entering into a concession agreement with an operator and taking a more hands-off approach poses risks to the desired outcome of developing a positive parking brand identity within Durham.

Potential advantages of concession style leasing of parking facilities include the following:

- No real parking operations or management required by the city.
- No substantial daily auditing required by the city.
- Facilities will be leased to an experienced parking services provider.
- Requires no internal parking experience on the part of the city.
- Relatively predictable revenue stream.
- Less operations related financial risk.
- Parking operator takes all significant parking customer complaints.

Disadvantages to this approach would include:

- Little to no control over day-to-day parking operations.
- No control over staffing and training issues.
- Less customer service accountability.
- Difficult to measure parking system expenses, if the parking operator is required to share them at all.
- If not specifically addressed in the contract agreement, the parking operator may be encouraged to reduce facility expenses to a minimum level to increase profit that can negatively impact customer service.

Effective Parking System Organizational Options

Parking System Organization and Management

As the parking profession has evolved, several very effective parking system organizational models have emerged. Each of these models has its own strengths and weakness depending on several factors including the
parking system’s size, degree of development, programs offered, political landscape, community goals, etc. The seven most successful and commonly used organizational models are:

- A Consolidated ("vertically integrated") City Department model
- The Parking Authority model
- The “Contract” or Business District model
- The Parking District or Commission model
- The Professional Services model
- The Parking Management Collaborative Approach
- The “Eco District” model

Of course, there are several variations and hybrids of these models, but these are the seven primary alternatives commonly seen across the country. Each of these models will be examined in more depth in the following sections, but they all have one common factor that contributes to their success – they all address the major problem associated with the “horizontally fragmented” system structures previously described.

When evaluating which organizational option will work best in a specific community, it is important to ask community stakeholders to create a prioritized set of evaluation criteria. A typical list of criteria that we employ includes determining which organizational option:

- Best supports economic development
- Best reflects the functional characteristics of the community
- Is most efficient/cost effective
- Is most customer-friendly
- Is most politically feasible
- Is most focused on the vision
- Is easiest to achieve
- Is most responsive to businesses and stakeholders
- Is most financially viable
- Provides the most effective coordination

The following is a brief description of parking system organizational models that have shown demonstrated success in recent years. Each description is illustrated by an example of a specific program based on that model.

**Consolidated ("Vertically Integrated") City Department Model**

A Consolidated and “Vertically Integrated” City Department Model is essentially structured like a typical department lead by a department director head and consisting of a varying assortment of support staff. The defining characteristic of this model is that the department director has complete authority and responsibility for the management of all parking related program elements. The primary elements of these being:

- Off-street parking facilities and maintenance
- On-street parking resources
- Residential permit parking programs
- Overall program financial performance
- Parking system planning (e.g., zoning, financial planning, and new construction)
- Parking enforcement

There are numerous other related areas that can be included:

- Transportation demand management (Trip Reduction Programs, Preferential Parking for Car/Van Pools, transit programs, etc.)
- Parking system branding, marketing, and community outreach
- Implementation of new technologies
- Interface with downtown development and economic development

Another important trend related to this model is that even if parking is kept within the City government structure, it is being housed in new locations. In the past, parking was often located under Public Works, Transportation, or similar departments. In the past decade the trend has been to locate parking management under Community or Economic Development, Urban Renewal, or similar departments. This is due to the growing appreciation of the importance of parking as a tool for economic development.

The City of Fort Collins, CO has a consolidated parking management program that incorporates off-street parking (parking structures and surface lots), on-street parking (time limited on-street spaces), and parking enforcement. All parking functions are self-managed using city staff positions. The city’s Parking Manager also has developed a program to promote effective coordination and collaboration with the owners of private parking to better support evening restaurant parking demands and for special events.

Another feature arising from this integrated approach is that the city has recently embarked on a parking technology assessment. A key feature of this assessment was to identify technology options that could link on-street/enforcement systems (Auto-Vu License Plate Recognition enforcement technology/T-2 systems software) with the next generation of off-street parking equipment and potentially new on-street multi-space meters. This type of creative and integrated thinking is more common in systems with a vertically integrated organizational structure, as the responsibility for all areas affected are of the single City department, rather than having multiple departments with differing levels of interest.

We have identified an emerging trend in municipalities that are reorganizing their approach to parking, but maintaining parking as a city department function. Many of these cities are adopting the vertical integration principals and organizationally consolidating all parking function in the economic development division as opposed to the more traditional transportation or public works divisions.
In 2011 the City of Fort Collins embarked on an update to their Strategic Parking Plan. One of the outcomes of this revised parking plan was to consider modifying their program organizational model from a unified city department model to a “Parking District or Commission” model. One reason for this is the possibility of reestablishing on-street paid parking after a 20-year absence. The greater business community engagement in regards to creating and implementing parking policy through the Parking Commission Board of Directors is a key consideration.

Through the Strategic Plan study process many business leaders, downtown management and City Councilors have seen both the benefits of this significant policy shift and how a new organizational framework can be useful in moving the program forward. However, these major structural changes are always somewhat controversial and need to be carefully managed. Whether to move forward with this reorganization is still unfolding in Fort Collins.

**The Parking Authority Model**

Parking authorities typically operate with a small staff and engage a private parking management firm to handle day-to-day operations. One advantage of the Parking Authority model, especially in a municipal setting, is that it puts all the major parties at the same table via a parking authority board or commission. This helps key stakeholders gain a deeper appreciation for the complexities of parking and the often competing/conflicting agendas between various constituent groups.

The defining characteristics of a Parking Authority Model include:

- It has a defined mission and vision
- It is governed by a detailed management agreement and is self-funded
- Often has bonding capability
- Most often has responsibility for all aspects of parking operations (off-street, on-street, and enforcement, including rate adjustments)
- Most often has responsibility for off-street parking facility ownership, planning, construction, and maintenance
- It is typically headed by a President or Executive Director
  - Because of this they tend to attract the highest caliber parking management personnel
- The President or Executive Director reports to a board (typically 7 – 15 members)
  - The board is comprised of influential and invested downtown stakeholders
  - Board composition typically includes:
    - High level city staff
    - Mayor or City Manager (or appointee)
    - Director of Finance
    - Director of Public Works
    - Property owners/developers
    - Downtown association members
- Chamber of Commerce representative
- Large downtown employers

Although the authority may not control all of the parking in a downtown area, that does not mean they cannot affect the entire downtown. Both Toledo, OH (the Downtown Toledo Parking Authority or DTPA) and Winnipeg, Manitoba (the Winnipeg Parking Authority) dramatically transformed their operations that all the other private parking operations had little choice but to follow suit. Now virtually all downtown parking facilities have attendants in new uniforms, customer service training for front-line staff, parking structure interiors are painted white, new customer friendly parking technologies and programs are being installed/instituted — all following the local parking authority’s lead. We call this the “high tide raises all boats” phenomenon.

The “Contract” or Business District Model

In a surprising number of communities across the United States, downtown business improvement districts or downtown development authorities are taking operational responsibility for parking. Similar to the Parking Authority Model, the Contract or Business District Model is governed by a well-defined operating agreement that sets specific expectations and limits on the use of parking assets, including parking policy, parking rate adjustments, etc. These contracts or operating agreements typically must be reauthorized every 3 – 5 years based on whether the defined contract goals were met. If reauthorized, it is common for new goals and program objectives to be set for the next contract period. This is the fastest growing and most successful of all the parking organizational models in the past 10 years. One key reason for this is that these agencies are typically better in touch with the strategic goals of the communities and often have skill sets that many parking programs lack (community engagement, strategic planning, etc.)

In Boise, ID the off-street parking program is professionally managed by the Capital City Development Corporation, the city’s urban renewal agency. Through the aggressive use of tax increment financing combined with a strategy of leading other desired development with parking infrastructure investment, Downtown Boise has become a national model of downtown community development and resurgences.

Another example of this model can be found in Tempe, AZ. The City of Tempe does not own any significant parking facilities, and only a few small surface parking lots. The need for a coordinated parking system solution to provide a more user friendly experience for visitors drove the downtown organization, the Downtown Tempe Community, Inc. (DTC), to create what amounts to a “parking management overlay program.” Working with the owners of the off-street parking assets, they created a parking system management plan. Through creative signage, a common parking validation program, and extensive marketing, the DTC branded the parking system to such an extent that it appears that Tempe has a well-managed and comprehensive parking program, although they do not own any of the individual assets. DTC acts, in essence, as a private parking management firm operating a collection of city assets and private off-street facilities as a combined system. They manage all parking staff and programs themselves, and return all profits to the facility owners keeping a modest management fee. The DTC also
manages the city’s on-street parking resources and reinvests on-street parking revenues back into the downtown district.

**The Parking District or Commission Model**

The Parking District Model is slightly different than the previously defined model, but as mentioned earlier, the common element of all of these successful models is the goal of a creating a “comprehensive parking management function” under the control of one managing entity (vertical integration).

The characteristics of a parking district or commission include:

- They typically have a defined area with set boundaries.
- They may have a special property assessment that applies to all properties within the district.
  - This revenue generally goes toward defined district improvements, but can be restricted to parking or transportation related projects.
- They may have a “Parking In-Lieu of Property Tax” (PILOT) program. In lieu of having a parking requirement for new development, developers instead pay a fee-in-lieu of parking development. This fee is generally calculated on a per stall basis and goes to the parking district for strategic investment in district parking needs (new parking additions, technology upgrades, transportation alternatives, etc.).
- They are generally run by an Executive Director or President (although some are run by City department heads).
- All revenues are collected and managed by the district for reinvestment in the parking program and the district.
  - In some cases, if revenues exceed operational or capital program needs, a percentage of the additional funds are returned to the City’s General Fund.
  - In other cases, the City assesses the district a fee based on a percentage of net revenues in-lieu of not assessing property taxes on the parking facilities. This money goes to the City’s General Fund.
- Revenue sources typically include:
  - Special assessment revenue (if applicable)
  - Off-street parking revenue
    - May include miscellaneous revenue sources such as: advertising (in parking structures), vending machines or retail space rental (mixed-use parking facilities)
    - May also include special event parking revenue
  - On-street parking revenue
  - Parking enforcement revenue

Parking Districts have made significant contributions to the communities they serve. For example, in Boulder, CO, the Downtown and University Hill Management District/Parking Services can boast the following list of accomplishments all paid for with parking district revenues:

- Funding of the Eco-Pass Program – Over $800,000 per year
This program gives all downtown employees a free bus pass and contributes to a 62% mode split among downtown employees (reducing parking demand).

- Repayment of a $3.4 million Pearl Street Mall Improvement Bond - $500,000/year
  - This is a good example of the parking program contributing to community economic development.

- Payment of Parking Structure Debt Service Obligations
  - Parking district revenues fund the development costs of downtown public parking structures as well as all parking operating and maintenance costs.
  - One of the more impressive parts of this program has been the leadership in defining appropriate design guidelines for parking structures.
    - Only mixed-use structures are permitted.
    - They must incorporate street level retail and be architecturally consistent with the downtown fabric. Some have been multi-modal in nature, integrating transit functions with parking.

The Professional Services Model

A more recently developed organizational model is the “Professional Services” model. In this model, a smaller more professional level parking services group is developed in conjunction with the outsourcing of day-to-day operations. While there are many potential variations under this category, the most successful variation involves a core team that is primarily administrative in nature.

The management group is responsible for program elements such as creating the vision and mission of the program, community outreach and program development (including assessment of new technologies, etc.), parking system planning, interface with economic development programs, interface with transportation system functions (including alternative transportation programs), contract administration, parking facility long-term maintenance program development, system financial administration/audit functions, and special projects management.

Day-to-day parking operations are outsourced to a qualified parking management firm. Their responsibilities would typically include off-street parking facility operations (cashiering services, pay-on-foot operations, etc.), daily facilities maintenance, security, etc. Some communities have extended these contract services to include the operation of on-street parking and parking enforcement programs including citation collections and management. For on-street and enforcement operations meter maintenance and collections, citation issuance, collections, and adjudication can all be outsourced as well.

Another feature often used in conjunction with the Professional Services Model is the development of “on-call services agreements” for various types of consulting and professional services such as engineering facility condition appraisals, technology assessments, strategic planning, revenue control system assessments and audits, etc.
The primary advantages of this model are that parking is managed by a lean group of professional level management staff focused on key areas such as:

- Program Administration and Finance
- Audit/Revenue Control
- Contract Administration
- Special Projects
- Marketing/Branding/Communications
- Economic Development/Customer Satisfaction/Business Community Interface

Day-to-day operations are outsourced. This can have the effect of keeping a better focus on the strategic goals of the parking program without getting mired in the many operational issues that make up day-to-day management.

Communities beginning to implement this approach include the City of Beverly Hills, CA and the City of Lincoln, NE.

**The Parking Management Collaborative Approach**

This approach was developed specifically to address the set of conditions that exist in communities that have chosen not to develop a significant off-street public parking system, such as the City of Charlotte, North Carolina, and therefore do not have much ability to influence the off-street parking market in traditional ways. This model also could apply to those communities that choose to divest themselves of the facilities that they have previously developed.

The Parking Management Collaborative approach is comprised of the following basic tenets:

- There is a demonstrated need to improve the ease of use and access to parking in the downtown, especially for occasional visitors.
- There is recognition that a comprehensive approach that will coordinate and integrate both on-street parking and off-street parking assets is needed to make the downtown more visitor-friendly.
- On-street parking assets will be better managed as a short-term parking resource with the primary management goal being to promote a high degree of turnover for the benefit of merchants and businesses that depend on an effectively managed supply of convenient short-term parking resources. A goal of maintaining an average on-street occupancy level of approximately 85% is a key program goal/benchmark.
- Because the majority of off-street parking in the downtown is privately owned and operated, a collaborative approach to developing a downtown parking management strategy is needed. The primary objective of this approach is to develop what is essentially a “parking management program overlay” to create a well-coordinated and marketed user-friendly parking system that will appear to the casual user as a public parking program.
  - The key functional elements of this parking management overlay include:
    - Program branding and marketing
    - A comprehensive updated downtown parking and wayfinding program
- A central parking and transportation information clearinghouse function
- A special event coordination function
- A significant parking and transportation planning function
- Coordination with community and economic development activities
- Management of City owned parking assets
- Coordination with downtown management in support of downtown business needs

- The Parking Management Collaborative will strive to promote superior, customer oriented parking programs and parking facility standards.
- Parking planning and coordination will be important functions related to understanding and responding to both the current and future parking needs of downtown users.
- The diverse needs of various user groups will be considered, including visitors, employees, employers, property owners, and parking management firms, through active planning, coordination and communications.
- The Parking Management Collaborative will be considered an integral component of the community’s economic development strategies and programs.

This approach needs only a small, but highly effective staff to be successful. The recruitment of an executive caliber program director with strong vision and excellent communication skills is essential for this strategy to succeed. The other key ingredient is to get buy-in from major parking property owners. This is typically accomplished by recruiting them to be on the program’s Board of Directors. In some cases where all the right individuals are already on the board of an existing downtown organization (especially if creating “yet another board” would be seen as an issue) this function could become an initiative of that organization.

One of the key values of having the major parking property owners engaged at this level is that this will lead them to directing the parking management firms they hire to “get on-board” with this program. Engaging the parking management firms on another level also can be very valuable because of their detailed knowledge of conditions “on the street” and their knowledge of parking management principles in general.

The first major city to employ this model is Charlotte, NC, where the collaborative was located, organizationally, in the business improvement district known as the Charlotte City Center Partners

**The “Eco District” Model**

This is the newest model that is beginning to be adapted to have a parking/transportation program focus. Eco District initiatives generally are comprehensive strategies to accelerate sustainable community or neighborhood development. The value proposition includes defining performance areas and outlining an implementation strategy as it relates to integrating sustainability goals as a defining element in the parking and transportation program organizational framework.
Eco Districts commit to achieving ambitious sustainability performance goals, guiding district investments and community action, and tracking the results over time.

A parking and transportation Eco District approach would recognize technologies and strategies for enhancing district sustainability, such as energy and water management systems within parking developments, support for green streets, the promotion of resource conservation, etc. They also may prioritize LEED® certification for applicable projects or Green Parking Council certification for the program overall.

In this case, since parking can be a significant revenue source, we envision parking revenues being dedicated first to supporting parking program operations, maintenance reserves, and technology upgrades. Once the parking program is well established and generating excess revenues, these resources would be invested in a variety of sustainability initiatives. Examples might include programs such as:

- Community bike programs – to support an overall “Park Once Strategy”
- Car sharing programs – to support downtown residential development
- Pervious pavement installation and bio-swales as demonstration projects in city surface parking lots

It should be noted that the widespread deployment of these strategies has been slow to develop due to lack of comprehensive assessment tools, scalable project capital, and public policy support. The Eco Districts Initiative focuses on removing these implementation barriers and creating an enabling strategy to accelerate community-scale sustainability.

Generally, the Eco Districts approach brings together community stakeholders, property developers, utilities, and the District to solidify a shared sense of purpose and partnership through the following actions:

- Create an engagement and governance strategy to build community support, set priorities, and act
- Develop an assessment and management toolkit to guide project development and track ongoing performance
- Implement sustainability projects through technical and economic feasibility analysis, assembly of project financing, and establishment of public/private partnerships
- Identify commercialization opportunities for companies to test promising products and practices
- Establish municipal policy and regulatory structures to support Eco District development

In this specific application, the general goals above still apply. However, because of our focus on parking and transportation functions, there will be some variation and more specific applications. The broad-based nature of parking and transportation, the need for ongoing stakeholder engagement, and the larger economic development focus makes this application very appealing. Overall, transportation accounts for about 30% of the nation’s carbon footprint. Organizing your parking program to have an explicit “eco-district” orientation would send a strong signal of the community’s commitment to environmental progress.

Parking System Monetization

Parking program “monetization,” also is sometimes referred to as “Public/Private Partnerships” (PPPs) and also is sometimes confused with the more general term “Concession Agreement.” The key differentiating factor that makes monetization different is a large upfront payment in exchange for an extended concession or lease style agreement (usually in the 35 – 75 year time frame), with significant finance and other fees applied over the term of the lease. This assessment of parking monetization will consider the following subsections:

- Legal Authority to Monetize Parking
Parking Monetization Overview

Legal Authority to Monetize Parking

The North Carolina General Statutes were reviewed to ascertain what authority is provided for cities in North Carolina by the General Statutes regarding outsourcing and financing of parking operations, with particular attention to the potential of monetizing the City’s parking assets.

The following sections of the General Statutes were found to address a City’s authority as it relates to parking:

- Article 12 - Sale and Disposition of Property (G.S. 160A, Sections 265-280)
- Article 15 - Streets, Traffic and Parking (G.S. 160A, Sections 301-302)
- Article 16 - Public Enterprise (G.S. 160A, Section 321)
- Article 19 - Planning and Regulation of Development (G.S. 160A, Section 458.3)
- Article 24 – Parking Authorities (G.S. 160A, Sections 550-565)

The following sections discuss each of the General Statutes as it relates to parking and the City’s authority.

Article 12 – Sale and Disposition of Property

Article 12 grants a City broad power to dispose of property and to enter into leases. This article could be used as the basis to sell, or privatize an existing parking facility; either a parking lot or garage. The Article does not allow for a private or negotiated sale of real property valued over $30,000. A disposition of property valued at greater than $30,000 may occur by one of the following methods:

- Advertisement for sealed bids
- Negotiated offer, advertisement, and upset bid
- Public auction
- Exchange

Section 272 of G.S. 160A allows a City to lease property, but sets a maximum lease period of 10 years.

Article 12 would allow the City to either sell existing off-street parking facilities, or to lease them to an outside party. However, the lease term could not exceed more than 10 years.

Article 15 - Streets, Traffic and Parking

Sections 301 and 302 of G.S. 160A establish a City’s authority to operate on- and off-street parking facilities. These sections define the City’s ability to install parking meters for on-street parking spaces and to charge a fee for off-street parking. These sections also establish limitations on how revenues from parking may be used; essentially for the enforcement, administration of the parking system and for payment of bonds issued for construction.

Article 15 sections are silent on the issues of privatization, but it does include language that provides the City the authority to charge fees for parking. It also places limitations on the use of parking revenues.
Article 16 - Public Enterprise (G.S. 160A, Section 321)

Section 321 of Article 16 allows a City to sell or lease any enterprise “upon any terms or conditions the council may deem best.” This clause grants the City wide discretion to sell or lease the identified public enterprises. This section does require the sale or lease of most public enterprises be subject to voter approval. However, the sale or lease of a parking facility or system is expressly exempted from requiring voter approval.

Article 16 would allow a City the authority to sell a parking garage without voter approval.

Article 19 - Planning and Regulation of Development

Section 458.3 Downtown development project - specifically identifies parking garages as a permissible type of downtown development project. This section discusses the requirements regarding the construction of public–private agreements in downtown development projects.

Article 19 is not germane to the discussion about privatization of parking per se, but it was believed to be a potential useful section of which to be aware.

Article 24 – Parking Authorities

Section 550 allows Cities the authority to establish a Parking Authority. The powers and purpose of a parking authority by Statute are as follows:

“An authority incorporated under this Article shall constitute a public body and a body corporate and politic, exercising public powers as an agency or instrumentality of the city with which it is coterminous. The purpose of the authority shall be to relieve traffic congestion of the streets and public places in the city by means of parking facilities, and to that end to acquire, construct, improve, operate and maintain one or more parking projects in the city.”

This statute allows a parking authority many of the powers of a City including the following:

- The right to acquire property
- The right to construct buildings
- The right to construct, reconstruct, improve, maintain and operate parking projects
- The right to assess fees for parking
- The right to accept grants and loans
- The right to issue revenue bonds

A Parking Authority may acquire property by conveyance from the City, by direct purchase or by condemnation. (G.S 160A-557).

General Statute 160A-557c allows the City to convey public street rights-of-way to a Parking Authority to allow the Authority to install parking meters. (Italics added for emphasis.)

“Contracts may be entered into between the city and the authority providing for the property to be conveyed by the city to the authority, the additional property to be acquired by the city and so conveyed, the streets, roads, parkways, avenues and highways to be closed by the city, and the amounts, terms and conditions of payment to be made by the authority. Such contracts may

---

7 North Carolina General Statute, 160A-32, Sale, lease, or discontinuance of city-owned enterprise
8 Ibid 160A-556. Purpose and powers of the authority
contain covenants by the city as to the road, street, parkway, avenue and highway improvements to be made by the city, including provisions for the installation of parking meters in designated streets of the city and for the removal of such parking meters in the event that such parking meters are not found to be necessary or convenient. Any such contract may pledge all or any part of the revenues of on-street parking meters to the authority for a period of not to exceed the period during which bonds of the authority shall be outstanding; provided, that the total amount of such revenues which may be paid pursuant to such a pledge shall not exceed the total of the principal of and interest on such bonds which become due and payable during such period. Such contracts may also contain provisions limiting or prohibiting the construction and operation by the city or any agency thereof in designated areas of public parking facilities and parking meters whether or not a fee or charge is made therefor. Any such contracts between the city and the authority may be pledged by the authority to secure its bonds and may not be modified thereafter except as provided by the terms of the contracts or by the terms of the pledge. The city council may authorize such contracts on behalf of the city and no other authorization on the part of the city for such contracts shall be necessary.

Section 550 of G.S. 160A permits a City to establish a Parking Authority to manage parking within the limits of a City. While a separate entity, the Authority is not a private operator, but is a quasi-governmental agency. This statute allows a City to convey to a parking authority the right to use the revenue from on-street parking to pay for bonds issued by the authority (presumably to pay debt incurred to construct or acquire off-street parking facilities), though the statute is silent with regard to what type of bonds on-street parking revenue may be used to pay.

Summary

Based on our review, a City may sell or lease a parking facility (garage or surface lot) to a private party and in effect, monetize that parking asset.

The City may turn over the management and operation of the parking system to a Parking Authority.

However, the treatment of on-street parking assets presents the challenge with monetizing a parking system. The effective management of a parking system consists of managing the on-street and off-street assets as a unified system. Pricing and operation policies (such as lower prices for parking in garages and “first hour free” in parking garages) need to be coordinated between the on-street and off-street systems.

The Statutes do not address how on-street parking could be sold or leased to a third party. In North Carolina, Cities only have the authority expressly provided to them by the General Assembly. If the City wishes to pursue the monetization of the parking system (including on-street resources), the City may want to consider seeking enabling legislation from the General Assembly for this action.

The above review was conducted based on our experience as licensed professional engineers in the State of North Carolina familiar with traffic and parking issues. Prior to proceeding with further potential monetization of the City’s parking assets, it is recommended the City Attorney review these statutes and provide the Parking Study Team and the Department of Transportation with a legal opinion regarding this activity.

Parking Monetization Overview

In the last few years, this concept has attracted more interest as many cities, counties, and states face deep budget deficits. As a result, there has been an extensive amount of study and commentary on this trend. The
U.S. Government Accountability Office (GAO), the Public Interest Research Group (PIRG) and state legislatures have issued comprehensive reports on the subject. The Texas State Legislature recently released an extensive report on monetizing toll road projects, and the Federal Highway Administration examined monetization in other countries. The various reports and studies highlight the basics of best practices for asset monetization.

Some of the most insightful analysis of these practices has come from Stephen Goldsmith. Mr. Goldsmith, a former mayor of Indianapolis, is director of the Innovations in American Government Program at the Harvard Kennedy School. He is author of the book *The Power of Social Innovation: How Civic Entrepreneurs Ignite Community Networks for Good*. Many of his insights are included in the summary of “good asset monetization goals and key issues” below.

**Monetization Goals and Keys Issues**

Using Chicago or similar examples as the context (where the City’s on-street parking operation was leased to a partnership for a significant upfront payment in exchange for a very long-term lease) Stephen Goldsmith offered the following examples of good program monetization goals & key issues to be considered:

**Identifying non-core functions and areas that are not core competencies**

1. If parking management is not a core competency of the City then it is a candidate for privatization; however, if you are lucky enough to have a high functioning parking system that is providing excellent service and is contributing to community growth and development, think twice about what you may be giving up.

**Establishing a long-term reserve fund to:**

- Enhance City credit rating and thus lower interest rates
  - Chicago did this and enjoyed its highest credit rating since 1978
- Retire debt
- Eliminate interest payments and thereby create more money for community reinvestment
  - Chicago retired $925 million in debt
- Community reinvestment
  - Identify and fund a well-defined set of community desired or essential infrastructure projects
  - Programs that serve the public good
    - Example: Neighborhood parks and programs
      - Chicago invested more than $325 million in this area
    - Infrastructure investments that will stimulate additional private sector investments
      - Example: Parking structures as part of a public/private partnership.
Shifting Risk

Consider the following potential risks of managing on-street metered parking for the next 75 years (imagine bidding on the City's horseshoeing concession in 1890, or the public pay phone in 1975)

- Changing technologies
- Utilization
- Costs
  - Rising labor and fuel costs
  - Equipment replacement
    - In Chicago, the cost of replacing the multi-space meters every 7 years is estimated at $40 - 50 million dollars.

Carefully analyze the term of any potential concession

Both the Chicago Inspector General's analysis and financial experts who have analyzed the deal indicate that Chicago should have negotiated a shorter lease period. Under their analysis, Chicago left significant future earnings on the table when it agreed to a 75 year concession term (estimated at $1.3 - 2.1 billion).

Look at Alternative Solutions to Budget Problems

Chicago became the poster child for using the proceeds of PPP asset leases to plug a budget operating deficit and "selling its residents' future."

In 2006 the city sold the Chicago Skyway for $1.83 billion, of which $460 million was used to pay off debt, $375 million was used to close the 2006 operating budget gap, and $500 million was placed in a rainy day fund. The $500 million rainy day fund was exhausted to close operating budget gaps in years 2007 and 2008.

Key elements of a monetization deal are transparency, expertise and setting controls over rates and "windfall profits"

Allow elected officials to approve the terms of any proposed agreement before it is put out to bid.

Don't let the market/bidders solely dictate the terms of the monetization through a request for proposal process. Elected officials should have the power to alter the terms of the proposed deal as they see fit and drive the process through negotiation rather than have a fait accompli handed to them.

The Texas State Legislature's recent report on monetization advocated revenue sharing over single, upfront payments as a better way to protect the public interest. The report also noted that key elements of a monetization deal are transparency, expertise and setting controls over rates and "windfall profits."

Do not include lease proceeds in a government budget before the leases are finalized

Having a budget balanced on the back of lease proceeds makes it extremely difficult for officials to reject an asset lease or concession deal. Consider adopting an ordinance prohibiting a city's budget from including revenue from monetization proceeds before commissioners have approved the deal.
Consider the creation of a Concession or Monetization Management Review Board

The impact of these deals will affect a broad array of citizens, civic and cultural organizations, religious and educational institutions and corporations. These are individuals and businesses that are invested in their communities and deserve a voice as well as an open and transparent process.

If a parking program monetization strategy is pursued, consider the creation of a Downtown Parking Management Commission

The Downtown Parking Management Commission could be made up of City, parking management entity and downtown stakeholders and should require the concessioner to be engaged with Downtown Parking Management Commission. The Parking Commission would provide an annual program assessment to City Council.

Term of the Agreement

- Limit to 30 – 50 years
- Build in a mechanism to address changes in annual expectations
- Establish a defined monitoring process
- Create a process to generate an Annual Stakeholder Report Card
  - If the deal were to “go sour” have a plan for “how to get out?” Who pays what to whom?
  - Consider alternatives to a one-time only payment
  - Consider a lesser up-front payment with annual incremental payments to a dedicated parking reinvestment fund.
  - For cities with a parking tax, could the parking tax constitute the annual incremental payment?

Maintaining and improving service levels to users of the parking system

From the perspective of parking customers and those invested in the downtown a strong, well-managed parking system is critical to their success. The concessioner should ideally be a “partner for the success of the downtown” and implement programs and policies to effectively address the following:

- Greater availability of parking spaces
- More convenient, state of the art equipment, with multiple payment options
- Quicker service of broken equipment
  - On the positive side, in Chicago meters are now repaired within a couple of hours on average compared to 2.5 days under the City run system
  - On the negative side, when the Chicago deal was initially implemented, meter rates were tripled in some places before new meter technology was introduced. The concessionaire literally could not empty the meters fast enough to keep them operational and patrons began getting citations for non-payment because the meters were full of quarters.
- A balanced approach to meet the needs of retail parking, employee parking, event parking, etc.
- Special programs to meet the needs of cultural, religious and civic institutions as well as customized neighborhood programs.
Build on the “Partnership for Downtown Success”

Building on the “Partnership for Downtown Success” concept requires an understanding of the needs of the business community, downtown residents and religious and cultural institutions. Once these needs are understood, implementation of parking program enhancements should be introduced. This is where the special expertise of a parking profession is needed. Programs to meet identified community needs might include:

- Extended time limits near theaters, concert halls, schools and churches where parkers need more than 2 hours
- Free or reduced rate parking for churches on Sunday mornings
- Automatic ticket dismissal for inoperable meters, based on meter malfunction reports generated by the system
- Ability to pay citations on-line or even at a meter
- Improved parking access and convenient parking for hourly parkers to support downtown retail
- Discounted monthly parking in certain lots
- Donated single space meters to protect bicycle parking or as vehicles for charitable donations

Sustainability and Innovation

Promote sustainable and innovative parking technologies and interior parking facility environment enhancements

- Improved customer service features
- Adopt “retail friendly” parking management best practices
- Create safe, clean and friendly parking environments
- Invest in sustainable design and management practices

Other

Other issues to consider

- Who will develop and manage new parking facilities?
- Will the concessioner be allowed to manage competing facilities?
- Where will rate setting authority reside?

**Parking System Monetization – The Extreme Scenarios Comparison**

The reasons for considering an asset monetization and a long-term concession agreement for a parking system are easy to understand for cash strapped municipalities. Former Mayor Daley was allegedly quoted as saying “Does it really matter who collects the quarters from the parking meters?”

This statement exemplifies the lack of understanding of parking as a profession and an appreciation for the complexity and importance of a well-managed parking program. It also fails to consider the potential impacts on the downtown community that needs an effective parking program to be successful.
Asset monetization or privatization is not inherently good or bad. The key issues are exactly how the deal is structured and implemented. As with most things, the devil is in the details.

When considering how a monetization proposal effects downtown, we can frame the discussion by envisioning two radically different possible scenarios.

**Scenario #1**

City parking assets are leased to the top bidder for a large sum of money over a particular number of years. The successful bidder sees this as purely a business venture and they choose to manage the parking assets with a "pure profit motivation." The results of this approach plausibly include:

- Parking rates are increased to whatever the market will bear.
- Facility maintenance is minimized or deferred.
- An automated parking management system is purchased on a low bid basis and routinely malfunctions, creating regular frustration for parking patrons.
- Staffing levels are minimized to increase profits.
- Every downtown event (parades, “Alive After Five” type events, etc.) become a “Compensation Event” for the concessioner and because of budget constraints the City is unable or unwilling to compensate the concessionaire and slowly downtown events become a memory.
- Parking facilities are used as vehicles for advertising but the ads are considered by many in the community to be offensive.
- Opportunities to support charitable organizations and churches are dismissed out of hand because they do not contribute to the “bottom line.”
- Monitoring of supply vs. demand and planning for future community parking needs is neglected.
- As parking becomes more problematic, office building leases expire and are not renewed.
- With no new public parking being planned and built, new development projects originally envisioned for downtown go to the suburbs or another downtown.

In short, a disaster for the downtown for those who have invested in downtown and for every citizen that ends up paying more for less service.

**Scenario #2**

Based on an open and collaborative process, the value and importance of downtown parking is understood and appreciated. Current and near-term community parking and access needs are identified and prioritized. A program of agreed upon downtown parking investments, vetted through downtown stakeholders and City administration is funded by the proceeds of the monetization. A high level Parking Commission is established to define standards for downtown parking safety, cleanliness, customer service, etc. The new parking management entity (the concessionaire), wanting to be a good neighbor and recognizing that “this is just good business,” is a willing partner in these initiatives. A stronger and more vital downtown means more parking customers for them. A program of approved downtown parking initiatives is authorized and includes:

- The addition of new parking supply in areas that currently have parking deficits.
- The new parking facilities are leveraged with private partners to also provide new downtown residential development and street level retail. The new mixed-use developments contribute positively to the urban fabric of downtown.
New taxable assets are produced and the property values on the surrounding streets are enhanced. New tax increment is generated providing additional reinvestment potential.

- The addition of an appropriate amount of additional public parking promotes the adaptive re-use, in-fill, and preservation of older buildings.

- These new investments in downtown create new jobs, new downtown residents, and ultimately, a stronger and healthier downtown.

**Monetization Case Study: City of Pittsburgh**

In 2010, Pittsburgh Mayor Luke Ravenstahl, having learned some lessons from the Chicago parking monetization process, formed a Parking Advisory Committee to help guide the process for a parking system monetization effort.

The central issue that the Mayor was trying to solve was not parking related at all.

The problem was the solvency of the City Pension Fund. Unless the fund could be stabilized for the foreseeable future, the State was obligated to step in as the regulatory agency. The feeling was that the state would make tough decisions such as raising rates, strictly on the basis of pension fund financing and that these decisions could adversely impact the downtown economy and other community programs. The mayor wanted to avoid this loss of control and authority.

His proposed solution was to monetize the Pittsburgh Parking System.

The Advisory Committee was charged with:

- Evaluating how the transaction would affect the financial stability of the City
- Addressing the needs and concerns of relevant stakeholders and constituencies
- Formulating parameters for a successful process and resulting transaction

The Parking Advisory Committee developed nine guiding principles, covering the following topics:

1. The parking assets and economic health of the City
2. Transparency
3. Term of the Agreement
4. Parking rates
5. Adequate supply of parking spaces
6. Current employees and labor agreements
7. Future economic development
8. Minimum operating and maintenance standards
9. Continuing existence of the Authority

**Parking Advisory Panel**

In an attempt to provide an even more open public process, an “Advisory Panel Process” was funded by the Pittsburgh Downtown Partnership under the auspices of the International Downtown Association and included several parking professionals throughout the country. The purpose of the IDA Advisory Panel was to:
Provide more detailed analysis of operational/management possibilities based on the City of Pittsburgh’s guiding principles and their potential impact on Downtown and city commercial districts.

Provide perspective and “lessons learned” from other parking system monetization efforts across the United States.

Compare best practices and successful parking strategies employed by other cities, particularly with regard to Downtown and commercial district office, residential, and retail development.

Prepare a framework to establish an effective parking management system to support further Downtown and commercial district development.

The IDA Panel did not assess any of the alternative proposals and, therefore, could not make an informed judgment as to their feasibility. The Panel focused on the Mayor’s overall plan and how a public/private partnership of the City’s parking system might best benefit Pittsburgh’s businesses and residents.

After an intensive series of individual and focus group meetings with downtown and neighborhood district stakeholders, the following set of panel recommendations were put forth:

Centralized Parking Strategic Plan and Management

- The Panel strongly urged the City to centralize parking related issues and develop an overall strategic and operational plan with respect to parking for Pittsburgh’s downtown and neighborhood commercial districts.

- An entity, perhaps Public Parking Authority of Pittsburgh (PPAP), a designated city department or agency, or a new entity, should be empowered to undertake overall parking management in Pittsburgh. In effect, create a “one-stop shop” that coordinates parking planning, policy, and research.

Enforcement

- The Panel recommended that the PPAP continue to provide enforcement for metered spaces throughout the city and that enforcement be increased to:
  - Promote more turnover for on-street parking assets in the Downtown and commercial districts where turnover will benefit merchants.
  - Ensure that residential permit areas are functioning as intended, allowing residents and guests to find convenient on-street parking and discouraging others that use these spaces illegally.
  - Have sufficient cash flow to fund the ongoing operations of the PPAP.

- The Panel recommended that enforcement revenues be used to deploy sufficient PPAP or contract staff to ensure that meters and residential permit areas are properly and appropriately enforced. The Panel further recommended that the City consider allowing a fallback provision allowing the operator to issue parking tickets if PPAP is unable to provide adequate enforcement.

- The Panel recommended that the investor/operator be required through the Concessionaire Agreement to partner with government, other private interests, nonprofit organizations and community development corporations (CDCs) to achieve overall community and economic development goals of the City.
Rates

- The Panel understood that rates will rise in order to provide the investor/operator with sufficient revenue to improve the system while at the same time achieving the City goal of funding the pension fund and paying off the Parking Authority’s bonded indebtedness.
- Rate increases must be reasonable, geared to the existing market, known in advance, scaled up over a period of five years, and geared to inflation (as determined by the Consumer Price Index) thereafter.
- The Panel recommended that rates should be flexible, geared to location, time of day, and other conditions or considerations. Any parking rate plan should be included in the Concession Agreement with the private investor/operator so that stakeholders will have sufficient notice of when rates are scheduled to change.

Term of the Concessionaire Agreement

- The Panel recommended that the term of any Concession Agreement be no longer than 50 years but that an analysis of terms from 35 – 50 years should be conducted. A shorter term might benefit both the City and the investor/operator.

Technology Enhancements

- Panelists found that one of the expected benefits achieved through public private partnerships is that the current parking system can become both more user-friendly and more effective in generating revenue if new technologies are installed throughout the system. One technological advance that can provide immediate benefits is the installation of multi-space meters. These meters accept credit, debit, and smart cards in addition to cash. Pay-and-display meters allow customers to use their purchased time at various locations. There is evidence that pay-and-display meters also may allow more cars per block, though some dispute this advantage. These systems also can be used in conjunction with pay-by-cell phone options to further enhance customer service. Other technologies that may improve revenues include license plate recognition systems and newer web-based parking management platforms. These systems also have been shown to improve operating efficiency and effectiveness and produce better system usage information leading to improved system management.
- All potential investor/operators should be required to submit a plan for conversion from the existing meter system to new technologies. Another industry best practice in this area is to have a fully developed “new technology introduction plan” that includes advance public education, effective signage, a media kit and rollout strategy highlighting the positive new features of the equipment as well as information on how the new technology will be phased in, on-street “ask me how” ambassadors, etc. A transition period for enforcement also is recommended whereby only warning citations will be issued for a one or two week period following installation of the new equipment.
- The Panel recommended that the companies responding to the Request for Proposals be required to outline their plans for introducing new technologies and describing how they intend to deploy these technologies.

Supply

- The Panelists heard comments that indicated parking deficits in parts of Downtown, with parking surpluses in other parts of Downtown. The Panel was provided anecdotal evidence that
shortages exist in some communities (for example, in Shadyside and Squirrel Hill, and in the South Side in the weekend/evening period). A critical element of any strategic parking plan that is developed by the City will be careful monitoring of the supply of parking both in the Downtown and in the City’s neighborhood commercial districts. The City should not foreclose its options to build new parking facilities should they be warranted.

- As part of the monetization effort the city should conduct a detailed parking supply and demand study and obtain from potential investor/operators strategies on how they expect to respond to supply shortages, especially in Downtown, if shortages are found to exist.

- Recognizing that supply is likely to be an issue for some time to come in Downtown and certain business districts, the City should consider any lease proceeds in excess of the $300 million required by the City needs for the pension fund and PPAP debt be earmarked first to address supply issues. The Panel further suggested that the City perform a comprehensive parking transportation strategic plan/needs assessment first so the City better understands parking needs and create a prioritized action and investment plan.

**Community Impact**

- The Panel heard from several stakeholders concerns about the impact rate increases and policy changes would have on churches, cultural and educational institutions, and community events. The Panelists believe these concerns are real and should be addressed in the Concessionaire Agreement. Specific recommendations include:

  - **Events** – The impact of higher rates or restricted parking on both large and small events can be considerable. There are a number of major festivals, parades and other events in Downtown that either use on-street meter or parking lot locations for event activities and/or that depend on people being able to find an inexpensive and convenient place to park. Other events in community business districts can be impacted as well.
    - The Panel recommended that provisions for major events of this nature be contained in the Concession Agreement.

  - **Retail** – For retail businesses and restaurants, major increases in parking rates or lack of availability of parking on lower floors can have a negative impact on their business.
    - The Panel recommended that private investor/operators be required to describe ways they may be able to alleviate these concerns or preferably demonstrate how they can develop or have developed programs that support and enhance the success of retailers and restaurants in a Downtown environment.

  - **Free Sundays** – Downtown churches in particular can be hurt if parking meters are enforced on Sunday.
    - The Panel recommended that the current policy allowing free parking at metered spaces and discounted rates in the two frequently used garages on Sundays be continued.

**Customer Services Enhancements**

- Experience has shown that rate increase objections by the public are often mitigated by first offering enhanced customer services. Panelists noted that many, if not most, public parking systems offer little in the way of services that enhance the customer experience, yet parking is essential to a retail business, serving one customer and his or her vehicle at a time.
Panelists recommend that the investor/operator be required to provide a package of new customer services prior to or in conjunction with any rate increases.

- Operators should be asked to indicate what experience they have in terms of customer services and amenities and which ones they see as feasible and desirable in Pittsburgh. Another option can be to consider the development of parking customer service amenities as a specific new duty for the PPAP to adopt. This can include services such as vehicle lockout assistance, dead battery jump starts, vehicle location assistance, security escorts, etc. The positive public relations generated from these services then accrue to the City. These services can be funded by enhanced parking enforcement revenues.

- Transition Plan
  - Panelists cautioned that transitioning from PPAP operational management to new private investor/operator management is a process that should be carefully planned and phased in over an appropriate period of time. One of the reasons Chicago’s difficulties seem to have occurred was the rush to get new rates and policies on the street, often in advance of the new technology.
  - The Panel recommended that potential bidders be required to present their transition plans prior to final selection, and that these plans be considered in determining the winning bidder.

- Customized Neighborhood Parking Plans
  - Interviewees from various neighborhoods met with panelists and pointed out the differences between how parking policies, rates, supply, and management strategies can affect their individual communities.
  - The Panel recommended that the investor/operator be required to meet with representatives of business districts to develop customized neighborhood parking plans.

- Sustainability
  - As the panel reviewed the nine guiding principles set forth by the Parking Advisory Committee, a tenth potential guiding principle was proposed – sustainability. Pittsburgh has acquired a national reputation for its efforts to create and support a sustainable city and a sustainable Downtown.
  - The Panel recommended that respondents to the Request for Proposals outline plans to support the City’s sustainability goals. Further, the Panel recommended that car-sharing programs, seen as a support mechanism for Downtown residential development and as a “green” strategy, be offered consideration for special rates and convenient reserved spaces including some on-street spaces.

- Revenue Sharing
  - The Panel saw an opportunity to make use of any reserves that PPAP might have set aside, as well as funds from the Agreement over and above what is necessary to fund the pension plan and pay off PPAP bonded indebtedness in ways that will benefit the entire community and build community support.
  - The Panel recommended that these funds be used to support development in Downtown and community business districts in cooperation with other entities as appropriate. These funds also can be used for non-parking projects that support community economic development. The new
operator will be given the opportunity to manage and operate any new parking facilities developed as a result of this policy.

- Fairness
  - The Panel observed that private parking operators all pay taxes and recommended in the interest of fair competition that the new operator should pay local taxes at the same rates and conditions as private operators.

Parking Monetization Summary

Since 2010, a few parking programs have moved forward with some form of monetization program. Interestingly Pittsburgh was not one of them. In the end, Pittsburgh avoided the state takeover of the City Pension Fund, by leveraging the Parking Authority Assets to generate the capital needed to shore up the pension fund. Although leaving the parking authority deeply indebted.

Institutions that have moved forward with monetization programs include the City of Indianapolis (On-Street Parking Program) and The Ohio State University. Many more have looked at monetization and chosen a different path.

In 2011, Kimley-Horn’s Dennis Burns led a panel of Public/Private Partnership experts at the International Downtown Association’s Spring Conference in Chicago. These industry leaders praised the many benefits of public/private partnerships as well as the monetization of certain public assets such as toll roads, bridges, and even airports. They agreed that parking programs were a different matter entirely. The bottom line seemed to be that parking systems are actually more complex and tend to get very messy.

Other major parking programs that looked at monetization but backed away include the City of Las Vegas, the City of Memphis, the City of Sacramento, and the City of Tucson among others. Most of these cities came to the realization that parking is an important part of their civic infrastructure, parking was intrinsically linked to many of the critical areas including community and economic development, and giving up control of these assets limited their flexibility and potential management responses in the future.

Another key factor in these decisions is the notion that if these entities can provide such dramatic increases in operating efficiencies and increased revenues to justify such large upfront cash payments, why can’t we implement these strategies ourselves and pocket the profits these firms would have realized? This has given rise to a new slogan in the industry “Modernize – not monetize.”

There is a growing appreciation of the importance of parking as a tool for economic development as well as critical element of community infrastructure. Key considerations include:

- Who will be responsible for planning and funding future parking needs?
- Think about how many individual “customer touches” parking represents each day.
- Parking is often your customer’s first and last impression of downtown.
- Well managed parking is both a responsibility and an opportunity.

In the end, no matter if parking is monetized or not, it is critical that the system be managed well in the interest of downtown development and economic vitality.
8. Parking System Organization and Management

As the parking profession has evolved, several very effective parking system organizational models have emerged. Each of these models has its own strengths and weakness depending on several factors including the parking system’s size, degree of development, programs offered, political landscape, community goals, etc. The four most successful and commonly utilized organizational models are:

- A Consolidated (“vertically integrated”) City/District Department model
- The Parking Authority model
- The “Contract” or Business District model
- The Parking District model

There are of course several variations and hybrids of these models, but these are the four primary alternatives commonly seen across the country. Each of these models will be detailed in more depth in the following sections, but they all have one common factor that contributes to their success: They all address the major problem associated with the “horizontally integrated model” previously described.

When evaluating which organizational option will work best in a specific community, it is important to ask community stakeholders to create a prioritized set of evaluation criteria. A typical list of criteria would include determining which organizational option:

- best supports economic development
- best reflects the image and personality of the community
- is most efficient/cost effective
- is most customer-friendly
- is most politically feasible
- is most focused on the vision
- is easiest to achieve
- is most responsive to businesses and stakeholders
- is most financially viable
- provides the most effective coordination

The following is a brief description of parking system organizational models that have shown demonstrated success in recent years. Each description is illustrated by an example of a specific program based on that model.
Consolidated ("Vertically Integrated") City/District Department Model

A Consolidated “Vertically Integrated” City/District Department Model is essentially a typical department – lead by a department head and consisting of a varying assortment of support staff. The defining characteristic of this model is that the department director has complete responsibility for the management of all parking related program elements. The primary elements of these being:

- Off-street parking facilities
- On-street parking resources
- Overall program financial performance
- Parking system planning
- Parking enforcement

There are numerous other related areas that can be included:

- Transportation demand management (Trip Reduction Programs, Preferential Parking for Car/Van Pools, transit programs, etc.)
- Parking system branding, marketing, and community outreach.
- Implementation of new technologies.
- Parking system planning (e.g., zoning, financial planning).
- Residential permit parking programs.
- Interface with downtown development and economic development

The City of Fort Collins, Colorado has a consolidated parking management program that incorporates off-street parking (parking structures and surface lots), on-street parking (time limited on-street spaces), and parking enforcement. The city’s Parking Manager also has developed a program to promote effective coordination and collaboration with the owners of private parking to better support evening restaurant parking demands and for special events. Another feature arising from this integrated approach is that the city is currently embarking on a parking technology assessment.

A key feature of this assessment is to identify technology options that could link on-street/enforcement systems (Auto-Vu LPR enforcement technology/T-2 systems software) with the next generation of off-street parking equipment and potentially new on-street multi-space meters.) This type of creative and integrated thinking is more common in systems with a vertically integrated organizational structure.
The Parking Authority Model
Parking authorities typically operate with a small staff and engage a private parking operator to manage day-to-day operations. One advantage of the Parking Authority model, especially in a municipal setting, is that it puts all the major parties at the same table. This helps stakeholders gain a deeper appreciation for the competing agendas between various constituents.

The defining characteristics of a Parking Authority Model include:

- It has a defined mission and vision
- It is governed by a detailed management agreement
- Often has bonding capability
- Most often has responsibility for all aspects of parking operations (off-street, on-street, and enforcement)
- It is typically headed by a President or Executive Director
  - Because of this they tend to attract the highest caliber parking management personnel
  - The President or Executive Director reports to a board (Typically 7 – 15 members)
  - The board is comprised of influential and invested downtown stakeholders.
  - Board composition typically includes:
    - High level city staff.
    - Mayor or City Manager (or appointee).
    - Director of Finance.
    - Director of Public Works.
    - Property owners/developers.
    - Downtown association members.
    - Chamber of Commerce representative.
    - Large downtown employers.

Although the authority may not control all of the parking in a downtown area, that does not mean they cannot affect the entire downtown. In Toledo, Ohio, the Downtown Toledo Parking Authority (DTPA) so dramatically transformed the operations in its three facilities that all the other private parking operations were forced to follow suit. Now virtually all downtown parking facilities have attendants in new uniforms, customer service training for front-line staff, parking structure interiors are painted white, new customer friendly parking technologies and programs are being installed/instituted – all following the DTPA’s lead.
The “Contract” or Business District Model
In a surprising number of communities across the United States, downtown business improvement districts or downtown associations are taking operational responsibility for parking. Similar to the Parking Authority Model, the Contract or Business District Model is governed by a well-defined operating agreement that sets specific expectations and limits on the use of parking assets. These contracts or agreements must typically be reauthorized every 3 – 5 years based on whether the defined contract goals were met. If reauthorized, it is not uncommon for new goals and program objectives to be set for the next contract period.

In Boise, Idaho the off-street parking program is professionally managed by the Capital City Development Corporation – the city’s urban renewal agency. Through the aggressive use of tax increment financing combined with a strategy of leading other desired development with parking infrastructure investment, downtown Boise has become a national model of downtown resurgence.

Another example of this model can be found in Tempe, Arizona. The City of Tempe does not own any significant parking facilities and only a few small surface parking lots. In Tempe, the need for a coordinated parking system solution to provide a more user friendly experience for visitors drove the downtown organization – the Downtown Tempe Community, Inc. (DTC) – to create what amounts to a “parking management overlay” program. Working with the owners of the off-street parking assets, they created a parking system management plan. Through creative signage, a common parking validation program, and extensive marketing, they branded the parking system to such an extent that it appears that Tempe has a well-managed and comprehensive parking program, although they do not own all of the individual assets. DTC acts, in essence, as a private parking management firm. They manage all parking staff and programs themselves, and return all profits to the facility owners (keeping a modest management fee). The DTC also manages the city’s on-street parking resources and reinvests on-street parking revenues back into the downtown.
The Parking District Model

The Parking District Model is slightly different than the previously defined model, but as mentioned earlier, the one common element of all of these successful models is the goal of creating a “comprehensive parking management function” under the control of one leader (“vertical integration”).

The characteristics of a parking district include:

- They typically have a defined area with set boundaries.
- They may have a special assessment that applies to all properties within the district.
  - This revenue generally goes toward defined district improvements, but could be restricted to parking or transportation related projects.
- They are generally run by an Executive Director or President (although some are run by city department heads).
- All revenues are collected and managed by the district for reinvestment in the district.
  - In some cases, if revenues exceed operational or capital program needs, the additional funds are returned to the city’s general fund.
  - In other cases, the city assesses the district a fee based on a percentage of net revenues in-lieu of not assessing property taxes on the parking facilities. This money goes to the city’s general fund.
- Revenue sources typically include:
  - Special assessment revenue (if applicable).
  - Off-street parking revenue.
    - Could include miscellaneous revenue sources such as: advertising (in parking structures), vending machines or retail space rental (mixed-use parking facilities).
    - Could also include special event parking revenue.
  - On-street parking revenue.
  - Parking enforcement revenue.

Parking Districts have made some significant contributions to the communities they serve. For example, in Boulder, Colorado, the Downtown and University Hill Management District/Parking Services can boast the following list of accomplishments (all paid for with parking district revenues):

- Funding of the Eco-Pass Program - $700,000 for 2006.
  - This program gives all downtown employees a free bus pass and contributes to a 62% modal split among downtown employees (reducing parking demand).
- Repayment of a $3.4 million Mall Improvement Bond - $500,000/yr.
  - This is a good example of the parking program contributing to community economic development.
- Payment of Parking Structure Debt Service Obligations.
  - Parking district revenues fund the development costs of downtown public parking structures as well as all parking operating and maintenance costs.
  - One of the more impressive parts of this program has been the leadership in defining appropriate design guidelines for parking structures.
    - Only mixed-used structures are permitted.
    - They must incorporate street level retail and be architecturally consistent with the downtown fabric. Some have been multi-modal in nature – integrating transit functions with parking.

### The Professional Services Model

A more recently developed organizational model is the “Professional Services” model. In this model, a smaller more professional level parking services group is developed in conjunction with the outsourcing of day-to-day operations. While there are many potential variations under this category, the most successful variation involves a group that is primarily administrative in nature.

The management group is responsible for program elements such as: creating the vision and mission of the program, community outreach and program development (including assessment of new technologies, etc.), parking system planning, interface with economic development programs, interface with transportation system functions (including alternative transportation programs), contract administration, parking facility long-term maintenance program development, system financial administration/audit functions, and special projects management.

Parking operations are outsourced to a qualified parking management firm. Their responsibilities would typically include: off-street parking facility operations (cashiering services, pay-on-foot operations, etc.), daily facilities maintenance, security, etc. Some communities have
extended these contract services to include the operation of on-street parking and parking enforcement programs including citation collections and management. For on-street and enforcement operations meter maintenance and collections, citation issuance, collections and adjudication can all be outsourced as well.

Another feature often used in conjunction with the Professional Services Model is the development of “on-call services agreements” for various types of consulting and professional services such as: engineering facility condition appraisals, technology assessments, revenue control system assessment and audits, etc.

The primary advantages of this model are that parking is managed by a lean group of management staff focused on key areas such as:

- Program Administration and Finance
- Audit/Revenue Control
- Contract Administration
- Special Projects
- Marketing/Branding/Communications
- Economic Development/Customer Satisfaction/Business Community Interface

Day-to-day operations are outsourced. This can have the effect of keeping a better focus on the strategic goals of the parking program without getting mired in the myriad operational issues that make up day-to-day management.

Communities beginning to implement this approach include the City of Beverly Hills and the City of Lincoln, NE.

**The Parking Management Collaborative Approach**

As mentioned earlier, this approach was developed specifically to address the set of conditions that exist in communities that have chosen not to develop a significant off-street public parking system and therefore do not have much ability to influence the off-street parking market in traditional ways.

The Parking Management Collaborative approach is comprised of the following basic tenets:

- There is a demonstrated need to improve the ease of use and access to parking in the downtown, especially for occasional visitors.
- There is recognition that a comprehensive approach that will coordinate and integrate both on-street parking and off-street parking assets is needed to make the downtown more visitor-friendly.
- On-street parking assets will be better managed as a short-term parking resource with the primary management goal being to promote a high degree of turnover for the benefit the merchants and businesses that depend on an effectively managed supply of convenient short-term parking resources. A goal of maintaining an average on-street occupancy level of approximately 85% shall be key program goal/benchmark.
Because the majority of off-street parking in the downtown is privately owned and operated, a collaborative approach to developing a downtown parking management strategy is needed. The primary objective of this approach is to develop what is essentially a “parking management program overlay” that will create a well-coordinated and marketed user-friendly parking system that will appear to the casual user as a public parking program.

The key functional elements of this parking management overlay include:

- Program Branding and Marketing
- A comprehensive updated downtown parking and wayfinding program
- A central parking and transportation information clearinghouse function
- A special event coordination function
- A significant parking and transportation planning function
- Coordination with community and economic development activities
- Management of City owned parking assets
- Coordination with The Downtown Alliance in support of downtown business needs

The Parking Management Collaborative will strive to promote superior, customer oriented parking programs and parking facility standards.

Parking planning and coordination will be important functions related to understanding and responding to both the current and future parking needs of uptown users.

The diverse needs of various user groups will be considered, including visitors, employees, employers, property owners and parking management firms, through active planning, coordination and communications.

The Parking Management Collaborative shall be considered an integral component of the community’s economic development strategies and programs.

The following nine elements will be the primary strategies to be implemented by the Parking Management Collaborative:

1. Develop a parking system brand and marketing program.
2. Create a web-based parking and transportation information clearinghouse. Become the central point for coordination of information related to parking and access options for the community.
3. Promote the principles of balanced access for all travel modes, including vehicular, pedestrian, bicycle and transit, to meet community-wide goals.
4. Focus on creating an excellent customer service orientation for all
parking user groups - visitors, employees, employers, property owners, etc.
5. Develop an effective interface between public and private parking providers.
6. Work with parking management collaborative members to create high standards for safe, attractive and well-maintained facilities
7. Take an aggressive and proactive approach to community education related to parking and transportation issues and new program development. Be responsiveness to the needs of the diverse customer/citizen base.
8. Actively coordinate with economic vitality initiatives, retail support strategies and other community and economic development programs.
9. Develop a strong parking and transportation planning function and promote good urban design, shared parking, walkability and transit oriented development approaches to create a superior, people oriented urban center.

This approach needs only a small, but highly effective staff to be successful. The recruitment of an executive caliber program director with strong vision and excellent communication skills is essential for this strategy to succeed. The other key ingredient is to get buy-in from the major parking property owners. This is typically accomplished by recruiting them to be on the program’s Board of Directors. In some cases where all the right individuals are already on the board of an existing downtown organization (especially if creating “yet another board” would be seen as an issue) this function could become an initiative of that organization.

One of the key values of have the major parking property owners engaged at this level is that this will lead to them directing the parking management firms they manage or hire to “get on-board” with this program. Engaging the parking management firms on another level can also be very valuable because of their detailed knowledge of conditions “on the street” and their knowledge parking management principles in general.

The first major city to employ this model is Charlotte, NC, where the collaborative was located, organizationally, in the business improvement district known as the Charlotte City Center Partners.

**The Eco-District Model**

EcoDistrict Initiatives are a comprehensive strategy to accelerate sustainable neighborhood development. The purpose of this overview is to clarify the value proposition, define performance areas, and outline an implementation strategy as it relates to adapting this approach to a parking and transportation program organizational framework.

At its heart an EcoDistrict is a neighborhood or district with a broad commitment to accelerate neighborhood-scale sustainability. Eco-Districts commit to achieving ambitious sustainability performance goals, guiding district investments and community action, and tracking the results over time.

A parking and transportation Eco District approach would recognize technologies and strategies for enhancing district sustainability, such as energy and water management systems within parking developments, support for green streets, the promotion of resource conservation, etc.
In this case, since parking can be a significant revenue source, we envision parking revenues being dedicated first to supporting parking program operations, maintenance reserves, and technology upgrades, but once the parking program is well established and generating excess revenues that these resources would be invested in a variety of sustainability initiatives. Examples might include programs such as:

- Community bike programs – to support an overall “Parking Once Strategy”
- Car sharing programs – to support downtown residential development
- Pervious pavement installation and bio-swales as demonstration projects in city surface parking lots

It should be noted that the widespread deployment of these strategies has been slow to develop due to lack of comprehensive assessment tools, scalable project capital, and public policy support. The Eco-Districts Initiative focuses on removing these implementation barriers and creating an enabling strategy to accelerate neighborhood-scale sustainability.

The Eco-Districts Initiative is distinct from most green development strategies that focus on brownfield or greenfield development that are primarily led by master developers or public agencies. Instead, the Eco-Districts Initiative targets districts - at the intersection of buildings, infrastructure and people. This initiative would be “working upstream” of rating systems like LEED-ND to develop tools and strategies for engagement and project implementation.

Generally, the Eco-Districts approach brings together community stakeholders, property developers, utilities, and the City of Salt Lake City to solidify a shared sense of purpose and partnership through the following actions:

- Create an engagement and governance strategy to build community support, set priorities and act
- Develop an assessment and management toolkit to guide project development and track ongoing performance
- Implement sustainability projects through technical and economic feasibility analysis, assembly of project financing, and establishment of public-private partnerships
- Identify commercialization opportunities for companies to test promising products and practices
- Establish municipal policy and regulatory structures to support EcoDistrict development

In this specific application, the general goals above still apply, however because of our focus on parking and transportation functions there will be some variation and more specific applications. However, the broad-based nature of parking and transportation, the need for on-going stakeholder engagement and the larger economic development focus makes this application very appealing.

Overall, transportation accounts for about 30% of the nation’s carbon footprint. Organizing your parking program to have an explicit “eco-district” orientation would send a strong signal of the City’s commitment to environmental progress.
PARKING SYSTEM OPERATING METHODOLOGIES

Once a management structure has been determined, operating methodologies are another organizational/management consideration. There are three primary methodologies for operating parking programs. These are:

1. **Self-Operation** – The managing entity or owner operates the parking program itself. For example, a downtown parking authority could hire the necessary staff to operate the parking system internally.

2. **Outsourced – Management Contract** – The facility owner or managing organization contracts a private parking management firm to handle day-to-day operations and maintenance through a management contract. Through the management contract, the private parking management firm is either paid a fixed management fee and/or a percentage of gross revenues and is reimbursed by the owner for all costs incurred in the operation.

3. **Outsourced – Concession Agreement** - The facility owner or managing organization contracts a parking management firm to assume full responsibility for all aspects of the operation, including expenses, and the parking management firm pays the owner a guaranteed amount and/or a percentage of gross revenues (or a combination).

A variation on these basic methodologies that is just being introduced in the US parking market is that of parking system “monetization”. A more detailed description of each option is provided in the following sub-sections.

**Self-Operation**

Self-operation of the parking system requires that the owning entity provide all the necessary employees (e.g., full or part-time staff and/or temporary employees), equipment, supplies, etc. With this method of operation, the owning entity receives all gross parking revenues and pays for all operating expenses. Self-operation requires internal administrative and managerial staff at a higher level than the management contract or concession style agreements.

Self-operation allows the owning entity to have complete control over the parking facilities and the level of service provided to its patrons. This requires a well-trained and experienced staff to effectively manage a large parking operation with significant daily revenues. Parking has become a highly specialized field and also requires good general and facility management skills. Without proper training and professional development, self-operation can result in a lower than desired level of service and revenue controls. This, in conjunction with the requirements for a high level of customer service and the specialized nature of parking, makes the idea of using a professional parking management firm a logical and attractive alternative for initial downtown parking operations.

Potential advantages of self-operation include:

- Complete control over day-to-day parking operations, including customer service.
- Internal parking knowledge to assist with future planning.
- Uniform look and feel with other city services.
Better control over staff and staff training.
Eliminates paying a management fee to a vendor.

Disadvantages to this approach would include:

- Typically higher expenses than contracting with a private parking provider due to:
  - Higher pay rates than private operators especially in a unionized environment
  - More restrictive benefit requirements
  - Higher staff training and development costs
  - Private operators have a greater economy of scale relative to supplies
  - Higher insurance costs/requirements.

- More operational duties for the city.
- Smaller staff pool to draw from for covering sick days and vacations.
- Without adequate training, customer service could suffer.
- The city would need to find and hire experienced parking staff.
- The city would have higher administrative and back office costs than an experienced private operator.
- The city would deal directly with customer complaints.
- The city would assume all of the financial risks related with the parking system.
- Can be more difficult to terminate the employment of staff when needed.

Management Agreement Operations

In this form of operation the owning entity retains complete control over staffing levels, validation policies, parking rates, and customer service policies. With a management agreement, the parking operator provides the necessary labor and services for the operation of the parking facilities in accordance with an agreed upon policies and annual operating expense budgets established by the owner. The parking operator then receives a monthly payment, either a lump sum amount or a percentage of the gross or net revenue. This monthly payment represents the fee to manage the facilities.

The parking operator should provide the owning entity with a detailed monthly report package including: operating statistics, revenue summaries, expenses summaries, budget variance reports, etc. The management agreement still requires some additional personnel time for the owning entity’s staff, since it is necessary to audit the gross parking revenues, as well as the monthly operating expenses. The preferred arrangement is that all reporting guidelines and accounting practices are determined up-front so that each party understands their responsibilities.

The owning entity’s stakeholders and staff should have significant input into establishing the “level of service” for the parking system by deciding on the type of parking access and revenue control systems to be employed, the quantity of cashiers/customer service ambassadors, acceptable traffic queuing upon exit, lost ticket/insufficient funds policies, parking related services offered (lost vehicle assistance, dead battery assistance, vehicle lock-out assistance), etc.
The following outlines the potential advantages of outsourced day-to-day operations via management agreement (in conjunction with a small in-house contract management function):

- Reasonable control over day-to-day parking operations.
- An internal parking manager could be hired by the city with sufficient parking knowledge to assist with future planning.
- A well-structured management agreement would provide:
  - Reasonable control over staff and staff training.
  - High customer service expectations.
  - A high level of staff appearance.
  - Strong auditing capabilities
  - Operator accountability.
- Parking services from an experienced service provider.
- Typically, operations are less expensive due to:
  - Lower staffing costs.
  - Lower supply costs.
  - Lower training costs.
  - Lower administrative costs.
  - Lower insurance costs.
- The use of a private parking operator, at least for a short time, would provide valuable parking experience to the city.
- Potentially, a large pool of private operator staff to draw from for sick day and employee vacations.
- The contracted parking operator would deal with most customer complaints.
- Relatively predictable parking system expenses.

Disadvantages to this approach include:

- The city would have to compensate a private operator with a management fee or a percentage of gross revenues.
- Somewhat less control over day-to-day operations.
- Somewhat less control over staffing and training issues.
- The city would need to find and hire an experienced parking manager.
- The city would have some administrative and back office staffing costs.
- The city would assume most of the financial risks related with the parking system.

**Concession Agreement Operations**

With a concession agreement, the concessionaire will provide all necessary labor and services for the complete operation of parking facilities in return for a percentage of the gross parking revenues. The actual percentage varies from operation to operation based on the size, complexity, revenue potential, and perceived risk to the operator. There may be a guaranteed minimum annual payment to the owning entity. Sometimes a revenue split is negotiated for revenues above a certain level.
In general, concession agreements work best in situations where the owning entity wishes to divest itself from the day-to-day parking operational concerns in order to better focus on its core business (these types of arrangements are more common in airports for example). With this type of agreement, a minimal amount of time is required by the owning entity’s staff in the day-to-day operations of the parking program. The owning entity also gives up some level of control as it relates to defining day-to-day operations, as the concessionaire is responsible for all expenses and most liabilities. Typically, the owning entity receives a deposit from monthly parking revenues within two weeks after the end of the each calendar month. Periodic conversations with the parking operator are necessary to discuss operational issues that affect the quality of service to owning entity’s patrons.

The concession agreement is the simplest type of agreement for administrative purposes, in that only the gross parking revenue need be audited. All operational expenses are the responsibility of the concessionaire, thereby resulting in minimal control of this function by owning entity staff. Also, as with the management agreement, the parking operator serves as a buffer to the owning entity’s management with respect to parking complaints and potential wrongdoing by those employed within the parking system.

Potential advantages of concession style leasing of parking facilities include:

- No real parking operations or management required by the city.
- No substantial daily auditing required by the city.
- Facilities would be leased to an experienced parking services provider.
- Requires no internal parking experience on the part of the city.
- Relatively predictable revenue stream.
- Less operations related financial risk.
- Parking operator takes all significant parking customer complaints.

Disadvantages to this approach would include:

- Little to no control over day-to-day parking operations.
- No control over staffing and training issues.
- Less customer service accountability.
- Difficult to measure parking system expenses, if the parking operator is required to share them at all.
- The parking operator may be encouraged to reduce facility expenses to a minimum level (negatively impacting customer service), to increase profits.

**Parking System Monetization (or Privatization)**

This option, which is also sometimes referred to as “Public-Private Partnerships” or “PPPs” (there are other types of public private partnerships that do not involve monetizing public assets and so I will focus on the term “monetization”) is very similar to the concession agreement approach described above with the
exception that the term is much longer and the owning entity receives a large cash infusion at the front end of the deal which is then paid back (with significant finance and other fees) over the term of the lease.

In the last few years, this concept has attracted more interest as many cities, counties and states face deep budget deficits. As a result, there has been an extensive amount of study and commentary on this trend. The U.S. Government Accountability Office (GAO), the Public Interest Research Group (PIRG) and state legislatures have issued comprehensive reports on the subject. The Texas State Legislature recently released an extensive report on PPPs in toll road projects, and the Federal Highway Administration examined PPPs in other countries. The various reports and studies illuminate some basics of best practices for asset monetization.

In my opinion some of the most insightful analysis of these events and issues has come from Stephen Goldsmith. Mr. Goldsmith, a former mayor of Indianapolis, is director of the Innovations in American Government Program at the Harvard Kennedy School. He is author of the forthcoming book The Power of Social Innovation: How Civic Entrepreneurs Ignite Community Networks for Good. Many of his insights are included in the summary of “good asset monetization goals and key issues” below.

Examples of Good Privatization Goals & Key Issues to Consider

1. Identifying non-core functions and areas that are not core competencies
   a. If parking management is not a core competency of the City then it is a candidate for privatization; however, if you are lucky enough to have a high functioning parking system that is providing excellent service and is contributing to community growth and development, think twice about what you may be giving up.

2. Establishing a long-term reserve fund to:
   a. Enhance City credit rating and thus lower interest rates
      i. Chicago did this and enjoyed its highest credit rating since 1978
   b. Retire Debt
   c. Eliminate interest payments and thereby create more money for community reinvestment
      i. Chicago retired $925 million in debt
   d. Community Reinvestment
      i. Identify and fund a well-defined set of community desired or essential infrastructure projects
      ii. Programs that serve the public good
          1. Example: Neighborhood parks and programs
             a. Chicago invested more than $325 million in this area
          iii. Infrastructure investments that will stimulate additional private sector investments
             1. Example: Parking structures as part of a public/private partnership.

3. Shifting Risk
   a. Consider the potential risks of managing on-street metered parking for the next 75 years (imagine bidding on the City’s horseshoeing concession in 1890, or the public pay phone concession in 1975)
      i. Changing technologies
      ii. Utilization
iii. Costs
   1. Rising labor costs
   2. Rising fuel costs
   3. Equipment replacement
      a. In Chicago, the cost of replacing the multi-space meters every 7 years is estimated at $40 - $50 million dollars.

4. Carefully analyze the term of any potential concession
   a. Both the Chicago Inspector General’s analysis and financial experts who have analyzed the deal indicate that Chicago should have negotiated a shorter lease period.
      i. Under their analysis, Chicago left significant future earnings on the table when it agreed to a 75-year concession term (estimated at $1.3 to $2.1 billion).

5. Look at Alternative Solutions to Budget Problems
   a. Chicago is the poster child for using the proceeds of PPP asset leases to plug a budget operating deficit and selling its residents’ future.
   b. In 2006 the city sold the Chicago Skyway for $1.83 billion, of which $460 million was used to pay off debt, $375 million was used to close the 2006 operating budget gap and $500 million was placed in a rainy day fund. The $500 million rainy day fund was exhausted to close operating budget gaps in years 2007 and 2008.

6. Key elements of a PPP deal are transparency, expertise and setting controls over rates and “windfall profits.”
   a. Allow Elected Officials to Approve the Terms of Any Proposed Agreement Before It Is Put Out to Bid
   b. Don’t let the market/bidders solely dictate the terms of the PPP through a request for proposal process. Elected officials should have the power to alter the terms of the proposed deal as they see fit and drive the process through negotiation rather than have a fait accompli handed to them.
   c. The Texas State Legislature’s recent report on PPPs advocated revenue sharing over single, upfront payments as a better way to protect the public interest. The report also noted that key elements of a PPP deal are transparency, expertise and setting controls over rates and “windfall profits.”

7. Do Not Include Lease Proceeds in a Government Budget before the Leases Are Finalized
   a. Having a budget balanced on the back of lease proceeds makes it extremely difficult for officials to reject an asset lease or concession deal. Consider adopting an ordinance prohibiting a city’s budget from including revenue from PPP proceeds before commissioners have approved the deal.

8. Consider the Creation of a Concession Management Review Board
   a. The impact of these deals will affect a broad array of citizens, civic and cultural organizations, religious and educational institutions and corporations. These are individuals and businesses that are invested in their communities and deserve a voice as well as an open and transparent process.

9. Consider the Creation of a Downtown Parking Management Commission
   a. The Parking Management Commission could be made up of City, Parking Authority and Downtown Stakeholders and should require the concessioner to be engaged with Parking
10. **Term of the Agreement**
   a. Limit to 30 – 50 years
   b. Build in a mechanism to address changes in annual expectations
   c. Establish a defined monitoring process
   d. Create a process to generate an Annual Stakeholder Report Card
      i. If the deal were to “go sour” have a plan for “How to get out?” - Who pays what to whom?
      ii. Consider alternatives to a one-time only payment
      iii. Consider a lesser up-front payment with annual incremental payments to a dedicated parking reinvestment fund.
      iv. For cities with a parking tax, could the parking tax constitute the annual incremental payment?

11. **Maintaining and Improving Service Levels to Users of the Parking System**
   a. From the perspective of parking customer’s and those invested in the downtown a strong, well-managed parking system is critical to their success. The concessioner should ideally be a “partner for the success of the downtown” and implement programs and policies to effectively address the following:
      i. Greater availability of parking spaces
      ii. More convenient, start of the art equipment
      iii. Multiple payment options
      iv. Quicker service of broken equipment
         1. In Chicago meters are now repaired within a couple of hours on average compared to 2.5 days under the City run system
      v. Retail parking, employee parking, event parking, etc.
      vi. Special programs to meet the needs of cultural, religious and civic institutions as well as customized neighborhood programs.

12. **Building on the “Partnership for Downtown Success” concept requires an understanding of the needs of the business community, downtown residents and religious and cultural institutions. Once these needs are understood, implementation of parking program enhancements should be introduced. This is where the special expertise of a parking profession is needed. Programs to meet identified community needs might include:**
   a. Extended time limits near theaters, concert halls, schools and churches where parker need more than 2 hours
   b. Free or reduced rate parking for churches on Sunday mornings
   c. Automatic ticket dismissal for inoperable meters, based on meter malfunction reports generated by the system.
   d. Ability to pay citations on-line or even at a meter
   e. Improved parking access and convenient parking for hourly parkers to support downtown retail
   f. Discounted monthly parking in certain lots
   g. Donated single space meters to protect bicycle parking or as vehicles for charitable donations
13. Promote sustainable and innovative parking technologies & interior parking facility environment enhancements
   a. Improved customer service features
   b. Adopt “retail friendly” parking management best practices
   c. Create safe, clean and friendly parking environments
   d. Invest in sustainable design & management practices

14. Other Issues to Consider...
   a. Who will develop and manage new parking facilities?
   b. Will the concessioner be allowed to manage of competing facilities?
   c. Where will rate setting authority reside?

RECOMMENDED ORGANIZATIONAL OPTION
Kimley-Horn and Associates, Inc. strongly recommends that the City of Billings work to create a more vertically integrated downtown parking system. Billings already has a more vertically integrated parking program than many cities. The following model is the recommended option for the City’s consideration: A Hybrid of “The Vertically Integrated City Department Model” and the “Parking Commission Model”.

While this option is among the most the conservative and traditional of the organizational options, it is recommended because we have been impressed with the quality and competence of the City staff that we have dealt with in the course of this study. The current City parking program is better integrated in terms of the basic parking program services already (with primary responsibility for managing on-street, off-street and parking enforcement functions). To achieve a more fully integrated parking program, it is envisioned that additional functions will be added over about a five year period. These additional functions should include:

- A more robust parking planning function (working with City Planning on parking and related transportation issues). There are a number of parking specific planning tools that will be recommended. Parking should also be at the table when issues related to zoning code changes and parking requirements are debated and amended.
- Better integration and collaboration with downtown management and economic development programs. One of the lessons learned from the parking advisory panelist’s programs is the extent to which parking can become a true community partner in terms of downtown revitalization and development efforts. Collaborative program initiatives and participation on boards and committees and generally closer working relationships can generate significant community wide benefits to all parties.
- A specific focus on developing programs related to transportation demand management, transportation alternatives and other sustainable transportation program options

The current City parking program has recently hired a new parking manager (an upgrade from the former department leader whose title was parking supervisor). As the department evolves into a more robust, mature program with an expanded scope of services, it is recommended that the parking manager position be reviewed with an eye toward the development of a “Parking Director” or “Parking Administrator” level position. An extensive document has been provided in the report appendices which
provides an overview of parking administrator positions from around the country including salary information, examples of program scopes and several example position descriptions.

As the department expands its scope and matures, new potential areas of focus might include “accounting and auditing”, “planning and community education” and “special projects”. If recommendations to upgrade parking technologies (both on and off-street) are implemented, the special projects area might become especially important.

This option also envisions some form of parking counsel or board to provide a mechanism for ensuring community engagement and input. We are aware of the current legal restrictions in the City Charter related to “commissions” and the unsuccessful attempt to pass new legislation, however, some senior City officials expressed the opinion that there may be other options that might be considered. The major concern here is that while the current Parking Advisory Board has many community leaders who are both invested in downtown Billings and have strong business backgrounds to provide sound direction and guidance, the lack of authority to affect policy decisions is negatively impacting their desire to stay engaged.

A framework should be developed whereby certain “policy –level decisions” are defined as the responsibility of the City Council and more operational level decisions are ceded to Parking Counsel of Board”. The Parking Board should also be encouraged to draft policy level proposals for the City Council to review and vote on.

It is also recommended that the City’s Parking Manager get involved in other related agencies either on the board or committee levels to stay better connected to and be more engaged in downtown development and revitalization efforts.

A recommended organizational structure diagram is included on the following page.
Recommended Organization of Parking Management Functions

**HYBRID OF THE VERTICALLY INTEGRATED CITY DEPARTMENT MODEL & PARKING COMMISSION MODEL**

**Description:** A vertically integrated city department located organizationally under the City’s Administration Department - This option is supported by a Downtown Parking Management Council which advises City administration and City Council on parking management policy decisions.

<table>
<thead>
<tr>
<th>Vertically Integrated City Dept. Model</th>
<th>Community Input and Advisory Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consolidated under the Administration Department</td>
<td>Parking Management Council Support</td>
</tr>
<tr>
<td>Overall Parking Program Administration</td>
<td>-default: Downtown Parking Management Council</td>
</tr>
<tr>
<td>General Administration / Policy Development</td>
<td>- Staffing:</td>
</tr>
<tr>
<td>Parking Administrator</td>
<td></td>
</tr>
<tr>
<td>Off-Street Parking Mgmt.</td>
<td>Downtown Parking Management Counsel Board (7 – 11 Members)</td>
</tr>
<tr>
<td>On-Street Parking Mgmt.</td>
<td></td>
</tr>
<tr>
<td>On-Street Operations</td>
<td>Downtown Billings Alliance Representatives (2)</td>
</tr>
<tr>
<td>Meter Maintenance</td>
<td>City Representatives (4 - 5)</td>
</tr>
<tr>
<td>Collections &amp; Accounting</td>
<td>Transit/Active transportation Representatives (2)</td>
</tr>
<tr>
<td>Enforcement</td>
<td>Community At-Large Representatives (3)</td>
</tr>
<tr>
<td>Vehicle Impound/Auctions</td>
<td></td>
</tr>
<tr>
<td>Adjudication (Courts)</td>
<td></td>
</tr>
<tr>
<td>Off-Street Operations</td>
<td></td>
</tr>
<tr>
<td>Day-to-day Off-Street Parking Facility Operations, Maintenance and Revenue Control</td>
<td></td>
</tr>
<tr>
<td>Standards &amp; Special Programs Development</td>
<td></td>
</tr>
<tr>
<td>Accounting &amp; Auditing</td>
<td></td>
</tr>
<tr>
<td>On-Street Program Audits</td>
<td>Policy Recommendations to Promote Downtown Coordination/Integration</td>
</tr>
<tr>
<td>Planning/Community Ed.</td>
<td></td>
</tr>
<tr>
<td>Parking Utilization Monitoring</td>
<td>Public Sector / Private Sector Parking Coordination</td>
</tr>
<tr>
<td>Transportation &amp; TDM Coordination</td>
<td></td>
</tr>
<tr>
<td>Off-Street Facility Audits</td>
<td></td>
</tr>
<tr>
<td>Special Projects</td>
<td>Marketing / Branding / Communications / Web-Site/ Parking Info Clearinghouse</td>
</tr>
<tr>
<td>Parking Operations</td>
<td>Planning / TDM / New Technology</td>
</tr>
<tr>
<td>New Technology Introduction</td>
<td></td>
</tr>
<tr>
<td>New Facility Planning &amp; Design</td>
<td>Signage/Wayfinding</td>
</tr>
<tr>
<td></td>
<td>Customer Satisfaction</td>
</tr>
</tbody>
</table>
ORGANIZATIONAL STRUCTURE

VERTICALLY INTEGRATING DOWNTOWN PARKING MANAGEMENT

The City of Trenton initiated the current parking study, in part, to explore options for redesigning its parking management organization and operations. A more cohesive management structure and more effective operations have been recognized as a critical component to achieving several of the transportation, growth, and quality of life measures outlined in Trenton 250. There is a general sense that reorganization is necessary, but steps to implement this have suffered from a lack of “vision” for what the new organization/structure would look like, and how future operations would be managed on a day-to-day basis.

Recent parking policy recommendations

To help frame the context within which parking district development or reorganization should be considered, the following are examples of parking related recommendations developed as part of Trenton’s recent downtown transportation planning or strategic planning initiatives:

- City policy should reflect the difference between short-term and long-term parking
- Provide better information and wayfinding in advance of entering downtown to enhance the parking experience
- Establish a parking management group to better coordinate the entire parking system
- Promote structured parking as part of new downtown development
- Promote centralized and shared parking
- Add new meters to unmetered areas as parking demand exceeds a 50% utilization threshold
- Establish and staff a parking management group
- Develop parking management incentives and strategies to offer to owners and operators
- Develop and require consistent parking operations requirements
- Develop an electronic, real-time parking guidance and availability system
- Price on-street parking above off-street parking
- Implement a more convenient meter type that provides multiple payment options
- Adjust hours of enforcement to 9:00 A.M. to 8:00 P.M.
- Implement a strong marketing program and distribute maps
- Enhance the universal validation system or consider a “first hour free” program in off-street public parking facilities
- Survey public perception of parking on a regular basis
- Continue to expand the number of short-term parking facilities
- Re-evaluate parking requirements in the downtown code
- Modify parking meter rates in concert with off-street parking and the economy
- Evaluate market response to long term market needs
- Evaluate short-term parking adequacy
- Recognize changes in modal split and traffic congestion – evaluate parking strategies to reflect changes
While the above list includes many useful recommendations which would improve operations and effectiveness of the existing parking system, the ultimate message is that the system requires a fundamental review of how it is organized and operated, to allow good ideas to be implemented. The following sections present a summary of best practices for parking organizational and operating models. A full description of these models can be found in the Appendix.

**Best Practice Organizational Model Options**

As the parking profession has evolved, several very effective parking system organizational models have emerged. Each of these models has its own strengths and weaknesses depending on several factors including the parking system’s size, degree of development, programs offered, political landscape, community goals, and other factors.

Parking management best practices center on the concept of a “vertical integration” of parking functions. This is in contrast to the typical “horizontally fragmented” organizational structures that tend to evolve naturally in many municipal parking organizations across the U.S.

Horizontally fragmented systems are defined by the compartmentalization of parking functions and responsibilities, such as on-street parking, enforcement, and parking structures, among multiple, disparate departments or entities. The police, facilities management, and accounting departments all may play a role, yet no singular entity has responsibility for, perspective on, or understanding of all of the interrelated functional areas that comprise a parking system. In this scenario, there is no overall accountability for parking. Or put another way, parking is everyone’s part-time job, but no one’s full-time responsibility.

While there are several variations and hybrids of organizational models, the four primary alternatives commonly seen across the country are described below (and in Figure 7).

**Consolidated Department Model**

*Vertical integration within a City department*

The consolidated or “vertically integrated” city department model is characterized by a department head with complete responsibility for the management of all parking-related program elements. Primary elements include off-street parking facilities, on-street parking resources, overall program financial performance, parking system planning, and enforcement.

**Parking Authority or Commission Model**

*All functions integrated within a parking-focused public authority*

In the parking authority model, a detailed management agreement and defined mission and vision guide all aspects of parking operations. In most cases, a small staff led by a president or executive director engages a private parking operator to manage day-to-day operations. This models places all of the major stakeholders at the same table via a parking authority board or commission, which often results in all parties gaining a deeper understanding of the complexities of parking and the often competing interest of various constituent groups.
Contract or Business District Model

*All functions assumed as an additional area of focus by a public authority or business district*

In an increasing number of communities around the country, downtown business improvement districts or downtown development authorities have taken over operational responsibility for parking. Parking is governed by a well-defined operating agreement that sets specific expectations and guidelines for the management of parking assets. These contracts or operating agreements are typically reauthorized every three to five years based on whether the defined contract goals were achieved. If reauthorized, it is not uncommon for new goals and program objectives to be set for the next contract period.

Parking District Model

*All functions integrated within a defined geographic boundary*

A parking district’s geographic boundaries and responsibility for district improvements (parking, transportation demand management, clean and safe programs, events/programming, etc.) generally are managed by the district to better promote downtown vitality and activation. Parking thus becomes a tool for economic development, place making and other larger district goals. A Parking District could be a newly created, standalone organization or overlaid with an existing Business District for an amalgam of options #3 and 4.

Alternative Organizational Options

In addition to the four primary organizational models, several newer variations have emerged in recent years. These may have less applicability for Trenton and are provided more as reference.

- The “Professional Services Model” is a leaner City department type option that outsources most functions but elevates the functions that do remain to more of a professional services level focused on the essential administrative services such as overall program management, contract administration, special projects, accounting and auditing, etc.
- For communities that have decided to promote environmental sustainability as a primary goal, the “EcoDistrict” Model integrates sustainability as a defining element of the parking and transportation organizational framework. The EcoDistrict model recognizes that parking management can advance community-scale sustainability performance goals through strategies including energy and water management, use of alternative modes of transportation (e.g., bicycles and pedestrians), and development of trip reduction and car-sharing programs. Parking revenue can also be invested in a variety of sustainability initiatives, such as the use of permeable pavement and other low-impact development techniques in municipal parking lots. The Eco-District model can be either a standalone model or “an approach” overlaid onto other models.
Figure 7  Organizational Model Options

<table>
<thead>
<tr>
<th>Defining Characteristics</th>
<th>Consolidated Department</th>
<th>Parking Authority/Commission</th>
<th>Contract/Business District</th>
<th>Parking District</th>
</tr>
</thead>
<tbody>
<tr>
<td>All primary parking functions under one functional department.</td>
<td>Parking management responsibilities managed by an executive director and a community-based board.</td>
<td>Leverages an existing strong and effective business district or development authority.</td>
<td>Defined geographic area and may include other funding sources such as special assessments, in-lieu-fees, impact fees, etc.</td>
<td></td>
</tr>
<tr>
<td>Vertically integrated department within the city structure.</td>
<td>An authority or commission structure created by city council with defined responsibilities and objectives. Typically led by a community-based board of directors and an executive director.</td>
<td>An existing organization that has proven its effectiveness is given responsibility to manage parking via a well-defined management agreement.</td>
<td>A district-based board is created to manage parking within a defined area leveraging district-based funds to meet parking and transportation needs.</td>
<td></td>
</tr>
</tbody>
</table>

Critical Elements

The common and critical element of all these options is the “vertical integration” of all aspects of parking management under a single operational entity (compared to the typical municipal fragmentation of various functions such as: enforcement, operations, on-street, off-street, finance/accounting, planning, etc.) Managing all program components in a comprehensive and integrated manner allows for improved synergies, policy coordination and enhanced program performance organized around a holistic program vision and mission.

Primary Advantages

City retains maximum control and is generally easiest to achieve politically. Provides a degree of separation from politics. Engages key stakeholders in a meaningful way. Leverages strong and existing agencies that have a vested interest in seeing parking and transportation issues effectively addressed. Creates a geographically based entity that is focused on leveraging district-based revenues to create specific district-based solutions.

Primary Disadvantages

Parking may not be a core competency, may require investments in staff and resources. City remains the focus of parking concerns which can lead to undesirable political issues. Some relinquishment of City control. Can create “yet another board” that already invested community members may not have the bandwidth to accept. Some relinquishment of City control. It is important that the BID critically assess its capacity to take on this complex venture and that their board is fully informed and on-board. Can lead to taking the agency “off-mission” if not done well. Addresses only a limited area and therefore may have limited resources.

 Bonding Capacity

Yes (via municipality) Varies Not through contractor, though yes through contracting municipality Varies

Example

City of Fort Collins, CO Philadelphia Parking Authority, Pittsburgh Parking Authority Ann Arbor DDA, Capital City Development Corporation – Boise, ID Boulder (CO) Downtown and University Hill Management District
Best Practice Operational Model Options

While every parking program operates a little differently, most can be categorized into one of three primary approaches for operating parking programs (more fully described in Figure 8):

1. **Self-Operation**: The organization manages the parking program itself. For example, a downtown parking authority could hire the necessary staff to internally operate the parking system.

2. **Outsourced Management Contract**: A private parking management firm is hired to handle day-to-day operations and maintenance through a management contract. Through the management contract, the private parking management firm is paid a fixed management fee and/or a percentage of gross revenues and is reimbursed by the owner for all costs incurred in the operation.

3. **Outsourced Concession Agreement**: A parking management firm is hired to assume full responsibility for all aspects of the operation, including expenses, and the parking management firm pays the owner a guaranteed amount and/or a percentage of gross revenues (or a combination).

While any of the organizational models could utilize any of the operational models, most parking programs utilize the self-management or management agreement operating methodologies or some hybrid of the two.

**Figure 8 Operational Model Options**

<table>
<thead>
<tr>
<th></th>
<th>Self-Operation</th>
<th>Management Contract</th>
<th>Concession Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Idea</strong></td>
<td>In-house management of parking assets.</td>
<td>Management contract approach to providing parking management expertise (City retains a fairly high level of control).</td>
<td>Concession style approach to providing parking management expertise (City retains less control – more hands off approach).</td>
</tr>
<tr>
<td><strong>Primary Advantages</strong></td>
<td>Highest level of control, however it requires more city investment. All parking revenues remain with the City.</td>
<td>Performance incentives reward achievement of defined performance metrics.</td>
<td>Lowest level of City control. This option is generally utilized for specific facilities such as airports or convention centers.</td>
</tr>
<tr>
<td><strong>Primary Disadvantages</strong></td>
<td>Requires a true commitment to staff hiring, training, and development. Requires significant investment in facilities management and maintenance.</td>
<td>Still requires some City staff to oversee contract, facilities, and provide overall program management. A management fee must be paid.</td>
<td>Requires confidence in the vendor who is responsible for all operations. Concession payments typically higher than management agreement.</td>
</tr>
<tr>
<td><strong>Example</strong></td>
<td>Missoula Parking Commission</td>
<td>City of Oakland, CA</td>
<td>San Francisco Airport</td>
</tr>
</tbody>
</table>
DATE: September 9, 2020
TO: Joseph A. Valentine, City Manager
FROM: Alexandria Bingham, City Clerk Designee
SUBJECT: 2021 City Commission Meeting Schedule

Attached is the proposed 2021 City Commission meeting schedule.

The City Charter requires the Commission to meet regularly and “not less than twice a month”. Typically the Commission meets on the second and fourth Mondays of each month except when a legal holiday coincides with those days.

Legal holidays were designated by resolution of the Commission on August 26, 2013 pursuant to Section 2-26 of the Birmingham City Code. Section 2-26 gives the Commission latitude to reschedule regular meetings which would otherwise fall on a legal holiday. The proposed meeting schedule avoids the five legal holidays which fall on a Monday in 2020.

Once approved, the 2021 meeting schedule will be published in the City calendar, on the City webpage, and posted at the Municipal Building.

SUGGESTED RESOLUTION:
To approve the Birmingham City Commission 2021 Meeting Schedule as submitted.

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAY</th>
<th>MEETING</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>11</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>23 (Sat)</td>
<td>Long Range Planning</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>25</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>February</td>
<td>8</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>22</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>March</td>
<td>8</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>22</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>April</td>
<td>12</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>26</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>May</td>
<td>1 (Sat)</td>
<td>Budget Hearing</td>
<td>8:30 AM Municipal Building</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>24</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>June</td>
<td>14</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>21</td>
<td>Joint Commission/Planning Bd.</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>28</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>July</td>
<td>12</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td>26</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>Month</td>
<td>Date</td>
<td>Type</td>
<td>Location</td>
</tr>
<tr>
<td>-----------</td>
<td>--------</td>
<td>-----------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>August</td>
<td>9-23</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>September</td>
<td>13-20</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>October</td>
<td>4-18-25</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Joint Commission/Planning Bd.</td>
<td>DPS Facility</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>November</td>
<td>8-22</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td>December</td>
<td>6-13</td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regular Meeting</td>
<td>Municipal Building</td>
</tr>
</tbody>
</table>

NOTE: City Commission meetings will be held at 7:30 PM in room 205 of the Municipal Building, 151 Martin. City Commission/Planning Board workshops will be held at 7:30 PM served.
January 2021

Sun | Mon | Tue | Wed | Thu | Fri | Sat
--- | --- | --- | --- | --- | --- | ---
1   |     |     |     |     | New Year's Day | 2
    |     |     |     |     | City Offices Closed | 3
4   | 5   | 6   | 7   | 8   | 9   | 10
11  | 12  | 13  | 14  | 15  | 16  | 17
7:30pm Regular City Commission Meeting |     |     |     |     |     | 18 Martin Luther King Jr.
19  | 20  | 21  | 22  | 23  |     | 24
8:30am City Commission Long Range Planning |     |     |     |     |     | 25
7:30pm Regular City Commission Meeting |     |     |     | 26  | 27  | 28
31  |     |     |     |     |     |
February 2021

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Super Bowl</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>7:30pm Regular City Commission Meeting</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>14</td>
<td>Valentine's Day</td>
<td>15</td>
<td>Presidents Day</td>
<td>16</td>
<td>17</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
February 2021  ►

March 2021  April ►

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 7:30pm Regular City Commission Meeting
- Daylight Saving Begins
- Saint Patrick’s Day
- Start of Spring (Spring Equinox)
- 7:30pm Regular City Commission Meeting
- Passover
- Passover (begins at sunset through 3/29)
April 2021

1
2 Good Friday
City Offices Closed

3

4 Easter
5
6
7
8
9
10

11
12 7:30pm Regular City Commission Meeting
13
14
15 Tax Day (Taxes Due)
16
17

18
19
20
21
22
23
24

25
26 7:30pm Regular City Commission Meeting
27
28
29
30 Arbor Day
<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td>8:30am Budget Hearing</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11</td>
<td>12 Eid al-Fitr at sunset thru 5/13</td>
<td>13 Eid al-Fitr</td>
</tr>
<tr>
<td>9 Mother's Day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15 Armed Forces Day</td>
</tr>
<tr>
<td></td>
<td>16 Shavuot (begins at sunset through 5/17)</td>
<td>17 Shavuot</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>22</td>
<td>23</td>
<td>24 7:30pm Regular City Commission Meeting</td>
<td>25</td>
<td>26</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>29</td>
<td>30</td>
<td>31 Memorial Day City Offices Closed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sun</td>
<td>Mon</td>
<td>Tue</td>
<td>Wed</td>
<td>Thu</td>
<td>Fri</td>
<td>Sat</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>Flag Day</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
</tr>
<tr>
<td>Start of Summer (Summer Solstice)</td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **June 14**: Flag Day, 7:30pm Regular City Commission Meeting
- **June 21**: Joint Commission & Planning Board
- **June 28**: Regular City Commission Meeting
<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
</tr>
<tr>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
</tr>
<tr>
<td>29</td>
<td>30</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **4th July**: Independence Day
- **5th July**: City Offices Closed
- **11th July**: 7:30pm Regular City Commission Meeting
- **18th July**: Eid al-Adha @ sunset thru 7/20
- **25th July**: 7:30pm Regular City Commission Meeting
<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
</tr>
<tr>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
</tr>
<tr>
<td>29</td>
<td>30</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **8th August**: 7:30pm Regular City Commission Meeting
- **15th August**: 7:30pm Regular City Commission Meeting
- **18th August**: Ashura (begins at sunset through 8/19)
- **19th August**: Ashura
<table>
<thead>
<tr>
<th></th>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**September 2021**

- **6** Labor Day City Offices Closed Rosh Hashanah (sunset through 9/8)
- **7** Rosh Hashanah
- **8** Rosh Hashanah
- **9**
- **10**
- **11**
- **12**
- **13** 7:30pm Regular City Commission Meeting
- **14**
- **15** Yom Kippur (sunset through 9/16)
- **16** Yom Kippur
- **17**
- **18**
- **19**
- **20** 7:30pm Regular City Commission Meeting
- **21** Sukkot (begins at sunset through 9/22)
- **22** Start of Fall (Autumnal Equinox) Sukkot
- **23**
- **24**
- **25**
- **26**
- **27** Shemini Atzeret (begins at sunset through 9/28)
- **28** Shemini Atzeret Simchat Torah (begins at sunset through 9/29)
- **29** Simchat Torah
- **30**
<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **4 October**: 7:30pm Regular City Commission Meeting
- **11 October**: 7:30pm Joint Commission & Planning Board
- **25 October**: 7:30pm Regular City Commission Meeting

Halloween
November 2021

- 2 Election Day
- 11 Veterans Day
- 25 Thanksgiving Day
- 26 City Offices Closed
- 28 Hanukkah (begins at sunset through 12/6)
- 29 Hanukkah
<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>2</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3</strong></td>
<td></td>
<td></td>
<td><strong>4</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5</strong></td>
<td><strong>6</strong></td>
<td><strong>7</strong></td>
<td></td>
<td><strong>8</strong></td>
<td><strong>9</strong></td>
<td><strong>10</strong></td>
</tr>
<tr>
<td><strong>11</strong></td>
<td><strong>12</strong></td>
<td><strong>13</strong></td>
<td><strong>14</strong></td>
<td><strong>15</strong></td>
<td><strong>16</strong></td>
<td><strong>17</strong></td>
</tr>
<tr>
<td></td>
<td><strong>18</strong></td>
<td><strong>19</strong></td>
<td><strong>20</strong></td>
<td><strong>21</strong></td>
<td><strong>22</strong></td>
<td><strong>23</strong></td>
</tr>
<tr>
<td><strong>24</strong></td>
<td><strong>25</strong></td>
<td><strong>26</strong></td>
<td><strong>27</strong></td>
<td><strong>28</strong></td>
<td><strong>29</strong></td>
<td><strong>30</strong></td>
</tr>
<tr>
<td><strong>31</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **6**: 7:30pm Regular City Commission Meeting
- **14**: Start of Winter (Winter Solstice)
- **25**: Christmas
- **26**: Kwanzaa (begins at sunset through 1/1)
- **27**: City Offices Closed
- **28**: City Offices Closed
MEMORANDUM

DATE: August 20, 2020

TO: Joseph A. Valentine

FROM: Mary M. Kucharek

SUBJECT: Birmingham City Attorney Agreement for Professional Legal Services

INTRODUCTION:

- Inquiry has been made regarding the agreement that exists between the law firm of Beier Howlett, P.C., and the City of Birmingham.

BACKGROUND:

- Our relationship began back in 1950 when Dean Beier was elected to the Birmingham City Commission. He served from 1950-1956 as a Commissioner, and Mayor from 1951-1953. Mr. Beier spoke with Mr. Timothy J. Currier prior to his death. Mr. Beier explained he was asked if the firm of Howlett, Hartmann and Beier would be interested in serving as legal counsel for the City of Birmingham. In this regard, Mr. Beier indicated that the firm would, but he would not serve as the City Attorney for the initial term since he was a Commissioner, however, his partner, Mr. James Howlett Sr. would act in that capacity. Mr. Beier left the Commission in 1956 prior to the appointment by the City Commission of the firm of Howlett, Hartmann and Beier as the City Attorneys for the City of Birmingham. The Charter at that time was different than it is today. This appointment occurred September 4, 1956. Mr. Beier then assumed the role of City Attorney in approximately 1960. At the same time the inquiry was made of Howlett, Hartmann and Beier (before the name was changed to Beier Howlett), the former City Attorney, Forbes S. Hascall, who also served as the Justice of Peace for 23 years, retired and thus the reason for a change in counsel at that time.

Please see the attached Minutes from September 4, 1956 which established the relationship with Howlett, Hartmann and Beier. Also, please see the July 24, 1980 letter which confirmed the appointment of the firm for legal representation to the City.

- On behalf of the firm, Ms. Pamela Shea then served as City Attorney until 1992. In 1992 Mr. Timothy J. Currier assumed the duties of City Attorney and with many of the attorneys of Beier Howlett have honorably served the City since.

- The agreement between Beier Howlett and the City of Birmingham has always been understood to be an at will professional services agreement, with the firm serving at the pleasure of the City Manager, as provided in the Charter. As the current City Manager and previous City Managers were advised, if at any time the scope of our services or the particulars of our services needed to be reviewed and adjusted, the law office of Beier

7Di
Howlett has always been available to accommodate the best interests of the City of Birmingham. After extensive and exhaustive research, we can gleam that a professional service arrangement was entered in 1956. We have been operating under this agreement since the 1950's.

LEGAL REVIEW:

- The Home Rule City Act does not require the City Attorney to have a written contract with the City. The only required contract is for the chief administrative officer provided at MCL §117.3(d), which reads as follows:

  "(d) The qualifications, duties, and compensation of the city's officers. If the city has an appointed chief administrative officer, the legislative body of the city may enter into an employment contract with the chief administrative officer extending beyond the terms of the members of the legislative body unless the employment contract is prohibited by the city charter. An employment contract with a chief administrative officer shall be in writing and shall specify the compensation to be paid to the chief administrative officer, any procedure for changing the compensation, any fringe benefits, and other conditions of employment. The contract shall state if the chief administrative officer serves at the pleasure of the legislative body, and the contract may provide for severance pay or other benefits in the event the chief administrative officer's employment is terminated at the pleasure of the legislative body."

In fact, it is a very common practice for professional services to be engaged through an engagement letter which memorializes the understanding between the parties and the scope of services. This is true of many of the different professional services including legal, auditing, and engineering firms.

- The current City charter, which was amended and enacted in 1969, sets forth appointments of staff, including the City Attorney at Chapter III. Plan of Government, Sec. 9, which reads as follows:

  "The commission shall, whenever a vacancy occurs, appoint a clerk and a health officer, and it shall appoint the board of review as hereinafter provided. The manager may, with the advice and consent of the commission, appoint an assessor, a treasurer, a city attorney, an engineer, a chief of police, a chief of fire department, and any other officers for whose appointment provision shall be made in this Charter, and provide for their powers and duties. Unless otherwise provided in this Charter or by statute, all appointees of the commission shall hold office during the pleasure of the commission and all other appointed officers shall hold office during the pleasure of the manager. One person may be appointed to two or more offices except that of the office of clerk and treasurer shall not be filled by the same person."

- In Michigan, a contract can be express and/or implied as an agreement between the parties. The parties can declare the terms of an express contract either orally or in writing, and this writing may be expressed in an engagement letter for professional services. The parties' words form the agreement through an engagement document. When parties form an agreement by conduct, as opposed to by words, the agreement is an 'implied-in-fact'
contract. An implied-in-fact contract arises from circumstantial proof of an agreement, including a meeting of the minds and an intent to contract. Our employment arrangement has existed from 1956 through today, and our past performance is proof of the agreement between Beier Howlett and the City of Birmingham. This is also demonstrated by the fact that each and every year our fees are reviewed by the City Manager, Finance Director and approved by the City Commission as part of the budget process hearing. Beier Howlett submits a legal review letter yearly, and for 29 years did not request an increase in the hourly rate.

- A further demonstration of our agreement, is the understanding of the handling of legal services. It is has always been understood by the City Manager and department heads, which lawyer from Beier Howlett is assigned to perform the particular services needed by the City. Therefore, the terms and conditions of our employment are well understood and have been decided and approved by the City Manager each year.

**FISCAL IMPACT:**

- The fees for services are understood and approved yearly at an open Commission meeting. Currently, the retainer for the City of Birmingham is $18,000 per month which includes unlimited consultations, attendance at all meetings, consultation with department heads, availability for questions, the writing and drafting of ordinances, the writing of opinion letters and so on. We have always operated under a retainer agreement. The average amount of hours expended in a month under the retainer, range from approximately 100-160 hours, with the average of approximately 114 hours, which equates to $157 per hour. This is only the average, and many months are in excess of this average. All other matters such as litigation and prosecutions are handled at an hourly rate of $165 per hour, which is basically in the lower half of the mid-section of municipal legal fees according to the 2017 Michigan State Bar survey of legal fees for municipalities in the State of Michigan.

**SUMMARY:**

- The law offices of Beier Howlett and the City of Birmingham have been engaged in professional legal services based upon an engagement agreement which began in 1956. The agreement has been in full force and effect based upon and evidenced by our past performance and the City's words and deeds, and continued services to the City.

- The firm's representation of the City of Birmingham involved several major litigation matters including, but not limited to: **Pure Waters, Inc. v City of Birmingham**, in the U.S. District Court regarding the successful defense of the City's NPDS permits; **Kulak v City of Birmingham**, which was in the U.S. District Court and the 6th Circuit Court; **Harbor Telegraph-2103, LLC v City of Birmingham**, which was litigation involving the 425 Agreement and **Bloomfield Estates Improvement Association v City of Birmingham**. More recently, we have represented the City with respect to **Ara Darakjian v City of Birmingham**, **Schneider v City of Birmingham**, and **Rizik v City of Birmingham**. Darakjian and Schneider
resulted in an award of attorneys' fees to the City of Birmingham in the amount of $51,000. Our litigation services have resulted in excellent representation to the City.

- After a review of both the City's records and those of Beier Howlett going back to 1956 the attached documents were discovered, which demonstrates that there was an engagement agreement entered into which remains in full force and effect to this date. In consideration of this, we have attached a current engagement letter. As best practice dictates, after all these years, another engagement letter ought be received and filed by the City Manager.

ATTACHMENTS:

- Resolution and Minutes from July 30, 1956 indicating the former City Attorney, Mr. Hascall services would be terminated.
- Minutes from September 4, 1956 which established the relationship with Howlett, Hartman and Beier.
- July 24, 1980 letter confirming the appointment of Howlett, Hartman and Beier to represent the City in 1956 by Phyllis Armour, then City Clerk.
- Confirmation engagement letter between the City of Birmingham and Beier Howlett, P.C.
Report received from the City Manager, held over from July 23, 1956, advising that only one proposal had been received for furnishing 231 parking meters for installation in Lots 3-A and 3-BH. The Manager recommended purchase from the McGee-Hale Park-O-Meter Company in accordance with its proposal at a unit price of $49.24 each.

Moved by Commissioner Renfrew,
Seconded by Commissioner Ingraham, that the Manager's recommendation be approved and that the purchase of 231 parking meters from the McGee-Hale Park-O-Meter Company at a unit price of $49.24 each, being a total price of $11,374.44, be and hereby is approved with the understanding that the proposal also contains a provision that there will be 7 spare meters furnished on a no-charge basis, which results in a net cost to the City of $47.80 per meter.

Yea's: 6
Nay's: 0

Cash and Interfund Debt Report for the month of June, 1956 received from the Director of Finance.

It was noted that there is a surplus in the Recreation Fund and it was suggested that such surplus be returned to the General Fund for possible appropriation to other accounts. Mr. Egbert and the Attorney both indicated that funds could only be returned to the General Fund by mutual consent of the School Board, the Recreation Board, and the City Commission.

Mr. Purkiss was directed to inquire from the Recreation Board whether or not there are any outstanding bills; what surplus the Board has; whether or not it is going to live up to its operating budget as submitted.

Members of the Commission indicated that they would like a voice in the use of the surplus funds and would like to be assured that the rate of expenditures will comply with the outline in the budget as submitted for the year 1956-57.

Report received from the City Manager, held over from July 23, 1956, and a supplemental report included in the agenda for this meeting, concerning attorney's services to the City of Birmingham.

The Manager's report submitted on this date, being supplemental to the report submitted on July 23, 1956, indicated that Mr. Hascall's services would be terminated as of September 1, 1956 and that after that date the City would expect to secure legal services for the City which would provide approximately 1,000 hours annually of a City Attorney's time.

Mr. Hascall was present and advised that he was in accord with the recommendation as outlined by the City Manager; however, should it be necessary to extend the present arrangement for a reasonable length of time, that he would be willing to provide legal counsel under the present arrangements until new arrangements can be made, if requested by the City Commission.
- 1249 -

Moved by Commissioner Denyes,
Seconded by Commissioner Ingraham,

WHEREAS, there has, during the past four years since the existing arrangement was put into effect, been a substantial increase in the requirements for legal services to properly conduct the affairs of the City of Birmingham, and

WHEREAS, the City Attorney and the City Manager have recommended that legal services be available to the Commission and the Manager to an extent of not less than 800 hours annually,

NOW, THEREFORE, BE IT RESOLVED, that the present arrangements be terminated as of September 1, 1956, and

BE IT FURTHER RESOLVED, that the recommendation of the City Attorney and City Manager be approved, and the City Manager be directed to secure an arrangement whereby legal services would be provided to this Commission, the City Administration, the Planning Board, and other legally constituted boards as required such services in conducting of the City’s affairs.

Yees: 6
Nays: 0

- 1250 -

Report received from the City Manager, prepared by Mr. Gare, Director of Public Works, concerning allocations as proposed by the Oakland County Drain Commission Coordinator for Twelve Towns Relief Drains, and as discussed by the Commission on July 23rd (1955). The report included an explanation of the fact that no obsolescence figure was used on the sewers; an explanation of the formula used in computing replacement values of the Twelve Town Drain and an illustration of how the allocation of benefits had been determined.

Commissioner Renfrew suggested that the proposed allocation represents one of the largest commitments which he had reviewed since he had been on the Commission; and that although he did not question whether it is sound or right, that he did question whether or not there has been enough information presented on which to base the determination.

Commissioner Renfrew noted that in selling drain bonds, the life of the improvement is calculated, and raised a question as to whether or not the obsolescence factor ought to be used.

Commissioner Denyes indicated a desire also for additional information.

Mr. Gare stated that he could secure a map which might more clearly show the location of the existing drains as compared with the location of the proposed Twelve Towns Relief Drains and make it available August 6th.

- 1251 -

Moved by Commissioner Ingraham,
Seconded by Commissioner Bailey, that this Commission tentatively approve an apportionment for construction of
July 30, 1956-No. 1248

City Commission
Birmingham, Michigan

SUBJECT: ATTORNEY'S SERVICES

Gentlemen:

A report was submitted to the City Commission at their meeting
Monday, July 23, 1956, in regard to the termination of the present
arrangement for attorney's services as of September 1, 1956. Due
to the number of items on the agenda for that night, the Commission
was not able to act on this report.

There have been further discussions in connection with providing
adequate legal services for the proper administration of the City.
I believe that there would be a substantial advantage to have an
attorney in attendance at the Plan Board meetings. There are
numerous decisions made by the Plan Board in which the legal
aspects of the problems should have consideration.

An arrangement which would make available an attorney's services
at reasonable cost would make a practical arrangement and permit
of the attorney devoting sufficient time to attending the Plan
Board meeting and other meetings in order that he would have a
full knowledge of the various aspects of the City government.

It is my opinion that some litigation could be avoided by this
procedure. Certainly, the City would undoubtedly be in a better
position to defend its actions if the previous actions, which
occur prior to any litigation, are taken as a result of, and
guided by, legal advice.

There has been further discussion with Mr. Hascall in regard to
these proposed arrangements. The following resolution is sub-
mitted to the City Commission jointly by Mr. Hascall and me.

WHERRAS, there has, during the past four years since the
existing arrangement was put into effect, been a substantial
increase in the requirements for legal services to properly con-
duct the affairs of the City of Birmingham, and
WHEREAS, the City Attorney and the City Manager have recommended that legal services be available to the Commission and the Manager to an extent of not less than 800 hours annually,

NOW, THEREFORE, BE IT RESOLVED, that the present arrangements be terminated as of September 1, 1956, and

BE IT FURTHER RESOLVED, that the recommendation of the City Attorney and City Manager be approved, and the City Manager be directed to secure an arrangement whereby legal services would be provided to this Commission, the City Administration, the Planning Board, and other legally constituted boards as require such services in conducting of the City's affairs.

Respectfully submitted,

D. C. Egbert,
City Manager

Forbes S. Hascall
City Attorney

DCE: mh
cc: Mr. Hascall

7/30/56
SEPTEMBER 4, 1956
MINUTES
Mr. Schone reported that October 12, 1956, had been set for a final determination of the allocations.

- 1508 -

Mr. Schone reported that a survey had been made concerning the wishes of property owners on Willetts for oiling of the street; that it appears that such oiling can be deferred; that there is not presently sufficient oil on hand to do such a job; and suggested that there be no "second" oiling project for 1956.

- 1509 -

Mr. Schone reported that he had discussed the matter of the Municipal Income Tax as it will be discussed at the League Conference in Grand Rapids on September 6, at a Sectional Meeting for Mayors, Presidents and Councilmen. He suggested that inasmuch as it does not appear that anyone from the Commission will attend the meeting, that the Commission might, by resolution, make its position known to the League so that it may be considered in determining League legislative policy at the business meeting on Friday, September 7, 1956.

- 1510 -

Moved by Commissioner Ingraham, Seconded by Commissioner Renfrew, that the Michigan Municipal League, in Convention in Grand Rapids on September 6, 7 and 8, be advised that this Commission is opposed to a Municipal Income Tax.

Yea: - 7
Nay: - 0

- 1511 -

Report received from Mr. Schone advising that as directed by Resolution No. 1249, he had secured a proposal from the firm of Howlett, Hartman & Beier, to provide legal services to the City upon a temporary or experimental basis; the arrangement to be reviewed prior to the close of the present fiscal year; the account to be serviced from an office in the Wabek Building.

A copy of the proposal was attached to the manager's report, indicating that services to be rendered on a retainer basis would include:

(a) Attendance at weekly City Commission meetings

(b) Preparation of ordinances and other legal documents, but not including special projects of any magnitude:

(c) Trial of City Ordinance cases in Municipal Court (retaining the right to hire competent trial counsel outside the firm to try City ordinance cases);

(d) Unlimited consultation with administrative officials

(e) Representation in all litigation in which the City becomes involved and undertaking such special projects as might be assigned to the firm by the City - such service to be rendered on a per diem basis. All Circuit Court lit.
igation would be under direct supervision of a firm member.

The proposal provided for a retainer fee of $420.00 per month, and per diem charges for other services. Other details of the proposal were included in the report.

- 1512 -

Moved by Commissioner Renfrew,
Seconded by Commissioner Denyes, that the manager be authorized to develop an arrangement for legal services by the firm of Howlett, Hartman & Beier, on a contractual basis as outlined in the manager's report submitted on this date.

Yea:- Allen, Bailey, Denyes, Ingraham, Renfrew and Willett
Nay:- Roberts

- 1513 -

Moved by Commissioner Denyes,
Seconded by Commissioner Willett,

WHEREAS, FORBES S. HASCALL has served the City of Birmingham as Justice of the Peace and then City Attorney for more than twenty-three years, and

WHEREAS, during his tenure in these important offices MR. HASCALL'S counsel and experience and the time he gave to the City's affairs have contributed substantially to the building of Birmingham and the welfare of its citizens,

NOW, THEREFORE, BE IT RESOLVED, that the Birmingham City Commission, on behalf of the City employees and all of the citizens of Birmingham, does hereby express its gratitude and appreciation to FORBES S. HASCALL and its genuine good wishes for his future well-being and success.

Moved by Commissioner Denyes that the meeting adjourn.

Meeting declared adjourned at 10:20 p.m.

City Clerk

9-04-56
Agreement.
Howlett, Hartman
and Beier. City City.
1956
JULY 24, 1980
LETTER CONFIRMING THE
APPOINTMENT OF
HOWLETT, HARTMAN AND BEIER
July 24, 1980

Per Robert S. Kenning, City Manager -

Agreement with Howlett, Hartman and Beier to represent City of Birmingham as City Attorney was authorized on September 4, 1956 - Resolution No. 1512-56.

Phyllis Armour, City Clerk
PROFESSIONAL LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND BEIER HOWLETT
August 20, 2020

Mr. Joseph A. Valentine, City Manager
City of Birmingham
151 Martin Street, P.O. Box 3001
Birmingham, MI 48012-3001

Re: Engagement For Legal Services

Dear Mr. Valentine:

It has been a pleasure to serve the City of Birmingham since 1956. Our research has evidenced the City has engaged the legal services of Beier Howlett through an engagement agreement which we have enjoyed thoroughly. This engagement letter confirms the relationship between the City of Birmingham and the law offices of Beier Howlett and the services we proudly offer to the City.

1. **Client.** Our client in this matter will be the City of Birmingham. This engagement gives rise to a lawyer-client relationship between the firm and the City of Birmingham.

2. **Scope of Engagement.** We have proudly been engaged to represent the City of Birmingham as the lead legal counsel in connection with all legal services. The scope of this engagement will be for legal communications, legal opinions, prosecute and defend lawsuits involving the City, appearing and providing legal opinions at Commission meetings, and provide all other legal representation on behalf of the City, which is requested by the City Manager, except it shall not include representation as bond counsel.

3. **Staffing.** The law offices of Beier Howlett will be responsible for providing all of the attorneys needed in order to fulfill the needs of the City.

4. **Billing and Payment.** Beier Howlett’s legal fees shall be established annually through the budget process. Beier Howlett shall submit monthly statements with a summary of services rendered for litigation services, and services rendered under the retainer. A monthly letter summarizing the retainer services shall also be provided. Allowable expenses shall include court filing fees, transcript fees, expert witness fees as well as other similar costs. An administrative charge of two percent (2%) of the total bill for photocopying, facsimile transmissions and long distance telephone charges shall be on each monthly statement.

5. **Retainer.** The law offices of Beier Howlett will receive a monthly retainer of $18,000, which includes unlimited consultations, attendance at all meetings, consultations with
department heads, availability for questions, the writing and drafting of ordinances, the writing of opinion letters and so on.

6. **Standard Terms of Engagement.** Beier Howlett agrees to conform to all applicable federal, state and local laws. During the term of this contract, Beier Howlett agrees to maintain professional, comprehensive liability and workers compensation insurance policy for all staff assigned to work for the City. The parties agree that this is an "at will" agreement and the City reserves the right to terminate the relationship at any time and Beier Howlett shall be entitled to reimbursement for any services rendered prior to the date of termination. Beier Howlett agrees to continue to provide legal representation to the City at the City’s sole discretion until a successor or successors are retained by the City and the City has provided notice of such event to Beier Howlett. Beier Howlett may also terminate this agreement by providing thirty (30) days written notice of termination to the City. This agreement shall not be modified or amended other than by an agreement in writing signed by both parties, or through the budget process stated above. This agreement may be executed in multiple counterparts, each of which when so executed shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

We have enjoyed our long history with the City of Birmingham and look forward to working together for a long time to come. Please acknowledge your agreement to the terms of this engagement by signing a copy of this letter and returning one copy to Beier Howlett and one copy for the City for our mutual files. If you have any questions about this engagement letter or any aspect of our fees, please feel free to contact me immediately.

Very truly yours,

BEIER HOWLETT, P.C.

Mary M. Kucharek

MMK/jc

AGREED AND ACCEPTED:

CITY OF BIRMINGHAM

By: ____________________________

Joseph A. Valentine
City Manager

Dated: __________________________
August 26, 2020

Birmingham City Commission
151 Martin Street
Birmingham, MI 48009

Re: The Pearl, 856 N. Old Woodward

Dear Honorable Mayor and Commissioners,

I would like to bring to your attention a matter involving the city’s sign ordinance and request a review of our sign and the City’s sign ordinance as it applies to signage on canopies. As you may know, a canopy has been installed at the residential entrance of the Pearl with “The Pearl” on the canopy to identify the residential entrance to the building. This is consistent with several other properties in the downtown. Enclosed are copies of the elevations of the canopy for your review.

When the canopy was installed, our architect believed that we had received verbal approval for same from Jana Ecker for the reviewed canopy after discussing it with her in detail, submitting the revised design of the canopy, site plan drawings and the application with the fee. Enclosed for your information are copies some of our architect’s communications with Ms. Ecker regarding the revised canopy.

We of course understand that we should have waited until we received formal written approval before proceeding. We sincerely apologize for any misunderstanding. It was not intentional. The staff and personnel of the City of Birmingham have always been professional, dedicated and outstanding.

As a result, we have had to go through the Administrative Approval process given we have fabricated and installed the sign based on our prior understanding of approval to proceed. In obtaining Administrative Approval through the Planning Board, there was support for our request to keep the existing canopy and also support for the name included on it. However, the Planning Board does not have the authority to approve the signage due to existing language in the ordinance.

In consideration of the circumstances involved and apparent support for our sign, I respectfully request the ordinance, and my canopy sign request, be reviewed to further assess whether my existing canopy sign can be considered for approval.
Thank you in advance for your time and consideration. I look forward to hearing from and discussing this further.

Very truly yours,

FLS PROPERTIES #5, LLC

Frank R. Simon
DATE:   September 4, 2020

TO:   Joseph A. Valentine, City Manager

FROM:  Jana L. Ecker, Planning Director

SUBJECT: Canopy Signage at 856 N. Old Woodward – The Pearl

On August 26, 2020, Mr. Frank Simon, owner of the building and property at 856 N. Old Woodward submitted a letter to the City regarding his concerns regarding the City's Sign Ordinance, and seeking relief from the City Commission with regards to a canopy sign installed on the property. The canopy sign in question is constructed of black metal panels and includes signage that reads “The Pearl” on the valance of the canopy. This canopy signage was installed in or around June 2020 without any of the required permits or approvals.

Mr. Simon is requesting the following from the City Commission at this time:
1. A review the existing Sign Ordinance as it relates to canopy signage; and
2. A review of the canopy sign installed at 856 N. Old Woodward to assess whether the sign can be considered for approval.

CANOPY SIGNAGE REGULATIONS IN THE SIGN ORDINANCE:
The City recently updated the signage regulations to differentiate approaches to canopy or awning design to accommodate recent trends in architecture and building design. Previously, the definition and subsequent regulations in the Sign Ordinance applied to standard angled awnings (either fabric or rigid) that contained a true valance. However, in the City of Birmingham, examples have included more than just typical awnings. Decorative and functional canopies, traditional canopies, marquee-styled canopies, and more cantilevered and modern style canopies are all present in the City. This created a gap in the Sign Ordinance.

Thus, on May 11, 2020 the City Commission voted to amend Articles 1 and 3 of the Sign Ordinance to adjust the definitions of canopy signs and canopy valances, add definitions for canopy, awning, awning sign, awning valance, and awning shed, and to amend the Permanent Business Sign Standards and Table B.

As a result of the ordinance amendments approved on May 11, 2020, section 3.02 of the Sign Ordinance provides the following definitions related to canopy signage:

**Canopy:** An architectural structure made of permanent materials, mounted on the face of a building above a window, entrance, or storefront opening, providing weather and/or sun protection.
**Canopy Sign:** A sign attached to or hung from a marquee, mansard, canopy or other structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line. See Canopy Valance.

**Canopy Valance:** That portion of a canopy consisting of short strips or bands of material hung at the lower edge of the canopy. The vertical front face of a canopy parallel to the face of the building to which it is mounted.

Thus, section 3.02 of the Sign Ordinance clearly establishes a definition for canopy, canopy signs and canopy valances.

In accordance with section 3.02 of the Sign Ordinance, the structure proposed over the entry on the west elevation of the building at 856 N. Old Woodward is a canopy as it is an architectural structure constructed of metal, mounted on the face of the building above an entrance, providing weather and/or sun protection. In addition, the signage reading “The Pearl” sought by the applicant is attached to the canopy, thus making it a canopy sign in accordance with section 3.02 of the Sign Ordinance.

Canopy signs are regulated in section 1.05(C) of the Sign Ordinance, which states:

**Canopy Signs.**
1. See Table B for specific requirements.
2. Materials: The canopy shall be constructed of durable material, maintained to continue its original appearance and provide proper safety to the persons and property it may affect.
3. Design: Canopies shall be compatible with the architectural integrity of the building to which it is attached. Canopies may be bracket mounted, cable-stay mounted, cantilevered, or attached in a similar rigid fashion.
4. Location: Canopy signs are not permitted above the first floor.
5. Height: Canopies may not extend from the wall at a height of less than 8 feet above a public right-of-way.
6. Signs: Canopy signs shall be placed on the canopy valance or on the top of the canopy only, but not both. Canopy signs placed on the top of the canopy shall conform to the same height and area requirements as signs placed on the canopy valance.

Section 1.05(C) thus provides that canopies must meet the specific requirements in Table B, be constructed of durable material, compatible with the building to which it is attached in a rigid fashion, and at least 8’ in height above a public right-of-way. Section 1.05(C) also provides that canopy signs are permitted on the first floor only, and may be placed on the canopy valance or on the top of the canopy, but not both.

In accordance with section 3.02 outlined above, the canopy proposed over the entrance to 856 N. Old Woodward is constructed of metal, a durable material, it is compatible with the building, and it is attached in a rigid fashion at least 8’ in height above the sidewalk. The signage proposed (“The Pearl”) is proposed on the canopy valance, which is located on the sign band of the first floor.
However, Table B of the Sign Ordinance provides specific requirements for canopy signage in addition to those outlined in section 1.05(C) as follows:

<table>
<thead>
<tr>
<th>Sign Type</th>
<th>Permit Required</th>
<th>Maximum Area</th>
<th>Maximum Height</th>
<th>Illumination</th>
<th>Maximum Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canopy Signs</td>
<td>Yes</td>
<td>No more than 0.33 sq.ft. for each linear ft of canopy upon which the sign will be placed.</td>
<td>Signs may not extend beyond height of canopy valance. Canopies may not extend from the wall at a height of less than 8' above a public right-of-way. Canopy valance shall not be more than 18” in height.</td>
<td>Permitted only halo type backlighting or architecturally compatible exterior light fixtures in historic districts.</td>
<td>One per canopy. Limited by combined sign area.</td>
</tr>
</tbody>
</table>

Thus, Table B provides additional requirements for canopy signs, including the maximum number of canopy signs, the maximum area, the maximum height of the canopy and valance, as well as the permitted illumination for canopy signs.

In accordance with the requirements in Table B outlined above, the canopy proposed over the entrance to 856 N. Old Woodward is located on the canopy valance and does not extend beyond the height of the valance. However, the canopy valance as constructed is 3’ 5” in height, thus exceeding the maximum 18” in height permitted by Table B of the Sign Ordinance. Thus, the canopy signage installed at 856 N. Old Woodward cannot be approved as of right.

Should the City Commission wish to revise the canopy signage requirements contained in the Sign Ordinance, the Design Review Board will conduct further study and make any recommendations for amendments to the City Commission.

SIGNAGE APPROVAL PROCESS:
The standard approval process for canopy signage such as that installed at 856 N. Old Woodward is as follows:
1. Submit an application in compliance with the Sign Ordinance for review by the Design Review Board, Historic Review Board or the Planning Division staff and obtain approval of same;
2. Apply for and obtain a Building Permit, Electrical Canopy Permit, Sign Permit and Electrical Permit;
3. Pass a sidewalk inspection of the canopy signage prior to installation on the building;
4. Install the signage as permitted; and
5. Pass final inspections for all building, electrical and sign permits after installation.

If an application is made that does not comply with the Sign Ordinance, the application will be denied by staff or the appropriate reviewing board. The applicant then has the option of
appealing the decision of the relevant board, and/or applying for a variance from the Board of Zoning Appeals to permit the non-compliant signage.

The timeline below details the steps in the process regarding the application for approval and installation of the canopy signage at 856 N. Old Woodward.

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Approval Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/22/2020</td>
<td>Administrative Approval submitted to Planning for revised canopy design over entry door</td>
<td>Denied (Email 7/10/20)</td>
</tr>
<tr>
<td>7/2/20</td>
<td>Final Site Inspection by Planning for the building as a whole (canopy signage was in place, no permits approved for same)</td>
<td>Denied</td>
</tr>
<tr>
<td>7/06/20</td>
<td>Administrative Sign Approval submitted to Planning for canopy sign</td>
<td>Denied (Email 7/10/20)</td>
</tr>
<tr>
<td>7/7/20</td>
<td>Permit applications to Building made for Electrical Canopy, Building Permit, Sign Permit &amp; Electrical Permit (related to canopy sign)</td>
<td></td>
</tr>
<tr>
<td>7/12/20</td>
<td>Informational electrical inspection on sign installed by Electrical Inspector. UL label not valid.</td>
<td>Not Approved</td>
</tr>
<tr>
<td>7/17/20</td>
<td>Revised Administrative Approval submitted to Planning for revised canopy design extending 7’ over entry door (no signage)</td>
<td>Approved 8/12/20 (see below)</td>
</tr>
<tr>
<td>7/21/20</td>
<td>Building permit application submitted to Building for revised canopy design over entry door (47” projection no signage)</td>
<td>No Action</td>
</tr>
<tr>
<td>8/12/20</td>
<td>Informal review of Administrative Approval for revised canopy design extending 7’ over entry door (no signage)</td>
<td>Planning Board Approval Granted</td>
</tr>
</tbody>
</table>

As the above timeline demonstrates, the canopy signage installed at 856 N. Old Woodward did not at any time receive approval from City staff or the Design Review Board, as it does not comply with the requirements of the Sign Ordinance outlined in Table B. Both applications for administrative approval were not approved, for the reasons stated in an email dated July 10, 2020. In addition, the applicant did not apply for the required permits or obtain approval of a sidewalk inspection prior to installing the canopy signage. An informational inspection conducted by the Electrical Inspector after installation was not approved due to an invalid UL label. No further inspections were conducted nor approved.

As the canopy signage installed at 856 N. Old Woodward does not comply with the Sign Ordinance, the City cannot grant approval as of right. The building owner will be required to apply for and obtain approval of a dimensional variance(s) from the Board of Zoning Appeals. If approved, the building owner will then be required to pass a sidewalk inspection of the canopy signage, as well as pass all final inspections related to the building, electrical and sign permits after installation.
However, the revised canopy design, without any signage, was approved by consensus of the Planning Board on August 12, 2020. Thus, should the building owner choose not to proceed with an appeal to the Board of Zoning Appeals, the canopy may remain if the signage is removed, and all final inspections related to the canopy are approved.
Dear Commissioners, City Manager, Valentine, and Ethics Board Members:

On June 16th Clinton Ballar sent an email to his constituents which contained the following text:

“Surprising to me was to discover that Donna Klein, a Nextdoor neighbor, seems to hold outsize sway over what goes down on Nextdoor. She has two profiles, one in Midvale and one in Torry, and she is a neighborhood "lead" in both. That gives her the right to vote on reported posts. And on Nextdoor, judges are also apparently permitted to be police, so as you can see in the screenshots below, she not only reported my post twice, but also voted to remove it, which helped lead to my banishment.”

Should the Ethics Board find Mr. Ballar guilty of violating the city’s ethics ordinance I request that they answer the following 4 questions:

What, specifically, did Mr. Ballar write that was untrue or do not appear to be true based on the information he had in his possession at the time of writing the post?

What, specifically, did Mr. Ballar write that “gratuitously and falsely demeaned” and “harassed” Donna Klein per her statements to the Ethics Board?

How, specifically, did Mr Ballar’s commentary undermine the integrity and public trust of his position or the Commission?

Does the City’s Ethics Ordnance supersede the First Amendment rights granted to him and all of us by the US Constitution or did Mr Ballar also violate any State or Federal law?

Would one of you please ensure this communication is distributed to the Ethics Board prior to the next hearing on Sept 11th and include this in the next Commission meeting packet under communications?

Respectfully,

David Bloom
Birmingham, Mi resident and private citizen.
NOTICE OF INTENTION TO APPOINT TO
BOARD OF ZONING APPEALS

At the regular meeting of Monday, October 12, 2020, 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, 2023, and two alternate members to serve the remainder of three-year terms to expire 2/17/2023.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, October 7, 2020. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

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

<table>
<thead>
<tr>
<th>Criteria/Qualifications of Open Position</th>
<th>Date Applications Due (by noon)</th>
<th>Date of Interview</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members shall be property owners of record and registered voters.</td>
<td>10/7/2020</td>
<td>10/12/2020</td>
</tr>
</tbody>
</table>

**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 MUSEUM BOARD

At the regular meeting of Monday, October 12, 2020, the Birmingham City Commission intends to appoint an alternate member to the Museum Board to serve a three-year term to expire July 5, 2023.

Interested parties may submit an application available at the City Clerk's office on or before noon on Wednesday, October 7, 2020. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties
The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The Board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the City Commission with respect to properties that, in the opinion of the Board, have historic significance. Further, the Board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

<table>
<thead>
<tr>
<th>Criteria/ Qualifications of Open Position</th>
<th>Date Applications Due (by noon)</th>
<th>Date of Interview</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shall be qualified elector of the City.</td>
<td>10/7/2020</td>
<td>10/12/2020</td>
</tr>
</tbody>
</table>

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.
DATE: September 4, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: FY 2019-2020 and FY 2020-2021 Financial Update

At the June 22, 2020, City Commission meeting, I presented a 4th quarter budget amendment for fiscal year 2019-2020 based on projections from city staff. At the time, there were many unknowns regarding revenues and how those shortfalls would impact the City’s finances. Below is an update on fiscal year 2019-2020 and 2020-2021 based on what we know today. I’ve only included those funds which have been significantly impacted by COVID.

General Fund
The biggest revenue concerns in the General Fund were: 1) Intergovernmental Revenue primarily state shared revenue (sales tax distributions); 2) Licenses and Permits (building permits); and 3) Fines and Forfeitures (parking tickets and 48th District Court revenue). Intergovernmental Revenue (excluding COVID response grants) and Licenses and Permits are expected to be slightly lower than the 4th quarter projection. Fines and Forfeitures are expected to be higher than expected due to higher 48th District Court revenue than projected. Additionally, investment income is higher than what was projected due to temporary market gains on the city’s operating cash/investments. Overall, before COVID response grants, General Fund revenues are expected to be $400,000 higher than what was projected in June. I also anticipate that the City will be able to recognize approximately $200,000 in COVID response grant revenue for fiscal year 2019-2020 which was not included in the projection.

Expenditures and contract commitments (encumbrances) for the year are anticipated to be approximately $400,000 less than the 4th quarter projected amounts. Combined with the $400,000 in additional revenue and approximately $200,000 in potential grant revenue, this is an approximate $1,000,000 improvement over what was projected in June.

Going into the FY 2020-2021 fiscal year, the picture is improving. Early estimates are: 1) State shared revenue is projected to be approximately on budget (based on recent state revenue consensus); 2) Licenses and Permits are projected to be $200,000 less than budgeted; and 3) Fines and Forfeitures are projected to be $800,000 under budget (based on recent monthly income). COVID response grant revenues to-date that would
be recorded in 2020-2021 are approximately $500,000 year to-date which should lessen the impact of the revenue shortage.

**Major Street Fund**
Gas and weight tax from the State of Michigan accounts for approximately 30-40% of the total revenue in this fund. Most of the revenue for this fund comes from the General Fund. For fiscal year 2019-2020, gas and weight tax revenue was on right on budget. For 2020-2021, state revenue estimates are in line with what was budgeted. It should be noted that the current state road funding formula includes contributions from the state’s general fund. As the state is dealing with their own financial constraints, this may lead to a decrease in funding if the state reduces their contributions to road funding. The current fund balance should be able to absorb reductions in state funding.

**Local Street Fund**
Gas and weight tax from the State of Michigan accounts for approximately 15-20% of the total revenue in this fund. Most of the revenue for this fund comes from the General Fund. For fiscal year 2019-2020, gas and weight tax revenue was right on budget. For 2020-2021, state revenue estimates are slightly less than what was budgeted. Due to the pandemic, the City Commission took action to delay billing of special assessments until January 1, 2021. This resulted in a shortfall in revenue of approximately $200,000 in fiscal year 2019-2020. This shortfall was offset by a decrease in expenditures in the fund of approximately the same amount. It should be noted that the current road funding formula includes contributions from the state’s general fund. As the state is dealing with their own financial constraints, this may lead to a decrease in funding from the state in FY 2020-2021 if the state reduces their contributions to road funding. The fund balance in this fund should be able to absorb reductions in state funding.

**Auto Parking System**
While this fund was not included in the 4th quarter budget amendment in June (because it is an enterprise fund), it is worth a brief discussion of the impact COVID is having on the fund and where the fund stands financially. At the beginning of the fiscal year 2019-2020, the fund had unrestricted net position of approximately $17.9M. As a result of the initial stay-at-home order and the subsequent restart of the economy, the parking decks have not received revenue since March. However, even with no revenue coming in for 3 months, the parking system is estimated to have net income of approximately $2M for fiscal year 2019-2020 and an ending unrestricted net position of approximately $19M.

Looking forward into fiscal year 2020-2021, street meter collections have resumed and are currently at about 50% compared to the prior fiscal year. Parking decks are currently not scheduled to start charging for parking until January. Given the likelihood that there will be a slower than expected recovery of the economy, it is expected that the fund will see a net operating loss for fiscal year 2020-2021. The extent of the loss depends on when and to the extent that parking demand resumes. However, given the financial
position the fund, the fund has the resources to absorb any financial loss and still meet its capital improvement goals for the year.
In March 2020 at the onset of the pandemic, the Birmingham Shopping District Special Events committee studied whether or not it could continue a walkable Farmers Market while meeting the health and safety requirements of the city, county and state. The Committee determined the current walkable format did not meet the guidelines. If the standard format did not work, the committee adopted goals for an alternative format and brainstormed other format(s) that would be possible in the pandemic environment. The committee agreed that the BSD’s first priority should be the health and safety of the guests, customers, vendors and staff. Additionally, the BSD agreed the decision should be consistent with the City’s directives and decisions for other city special events.

Therefore, the BSD Board adopted the following goals:

1. Provide a market that is safe for our a) residents b) staff c) vendors
2. Keep our farmers in business
3. Provide produce/food to our community
4. Review the program periodically as conditions and directives change

To achieve the adopted goals, a drive-through format was agreed upon as it:

1. Complies with the health and safety requirements established by the city, county, and state.
2. Creates social distancing for all involved and controls the number of people in a defined space as set forth in the State of Michigan requirements.
3. Provides customers that are less comfortable attending a walkable market with a safe alternative.
4. Allows for a cost effective approach to operate the market.

Since opening on May 3, 2020, the market has averaged 18-20 vendors and 300 cars per week. The vast majority of the vendors understand the reasons for the drive through market and recognize in these challenging times that the market needs to provide an approach that works for all stakeholders.
The Committee made a commitment in March 2020 to periodically review the market format as circumstances change. In June 2020, the BSD Special Events Committee reviewed the market format and determined the market should continue in the drive through format. The BSD Special Events Committee met again on August 14, 2020 to conduct its next periodic review of the market format and operations. Committee members, vendors, market founders, and city staff discussed the pros and cons of opening the market to walkable traffic. After a thorough discussion, the Committee voted to maintain the market in its current drive through format.

The Farmers market budget was significantly impacted this year as the BSD did not receive any of its anticipated sponsorships due to COVID-19 resulting in unanticipated costs. Furthermore, the BSD voted to waive all vendor fees for the market vendors this season due to the pandemic.

The Special Events Committee reported its decision to the BSD Board on September 3, 2020 and the BSD Board concurred with the committee’s recommendation to continue the drive through format.
August 27, 2020

Ms. Cherilynn Mysnberge, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

Re: Cartoon Network Moving to Digital Preferred Package

Dear Ms. Mysnberge:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note following changes:

- Effective October 27, 2020, StarzEncore, StarzEncore Westerns, StarzEncore Black, and StarzEncore Action will only be available with a subscription to Starz. They will not be included with Digital Preferred. For more information about this change, visit xfinity.com/EncoreChanges.

- Effective October 27, 2020, MoviePlex will no longer be available.

- The distributor of CBeebies en español informed Comcast that effective October 31, 2020 the channel would no longer be available in the U.S.

- Xfinity is adding Zona Football HD. This channel will only have programming when broadcasting soccer games. It is anticipated this may happen with the possible return of UEFA Champions League and Europa League 2020-21 seasons this coming October.

Please feel free to contact me at 734-359-2308 if you have any questions.

Sincerely,

Kyle V. Mazurek
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY
August 31, 2020

Joseph Valentine
City of Birmingham
151 Martin Street
PO Box 3001
Birmingham, Michigan 48012-3001

Dear Mr. Valentine,

Director Ajegba asked me to respond to your August 19, 2020 letter regarding the fatal pedestrian crash that occurred on M-1 (Woodward Avenue) near Forest Street on August 8, 2020. The Michigan Department of Transportation (MDOT) appreciates and shares your concern. Sadly, we understand the pedestrian was struck by a vehicle while crossing M-1 between Maple Avenue and Forest Street and was not utilizing the marked pedestrian crossings at Forest Street or Maple Avenue.

Although the pedestrian crash did not occur within the marked pedestrian crossing at M-1 and Forest Street, we still evaluated the crossing for potential safety improvements. As part of the evaluation, the crash data for the past 3 years at this location was also examined and it was found that no pedestrian crashes have occurred within the crosswalk at Forest Street.

Based on a field review, it is recommended that the crosswalk visibility be increased by adding street lighting on the east side of M-1 over the crosswalk. In addition, MDOT will add reflective striping to existing pedestrian signposts to improve visibility.

Thank you for sharing your concerns with us. If you have any further questions, please feel free to contact me at SwansonL@Michigan.gov or 248-361-0234.

Sincerely,

Lori Swanson, P.E.
Manager, Oakland TSC