

BIRMINGHAM CITY COMMISSION AGENDA
OCTOBER 24, 2022
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

- The City recommends members of the public wear a mask if they have been exposed to COVID-19 or have a respiratory illness. City staff, City Commission and all board and committee members must wear a mask if they have been exposed to COVID-19 or actively have a respiratory illness. The City continues to provide KN-95 respirators and triple-layered masks for attendees.
- The City Clerk's Office will be open on Saturday, November 5, 2022 from 8am-4pm for your last minute absentee voting needs. The deadline to request and receive an absentee ballot by mail is 5pm Friday, November 4. The deadline to obtain an absentee ballot in person at the City Clerk's Office is no later than 4pm on November 7. If you need to register to vote or update your voter registration, all registration actions must take place in person at the City Clerk's office from now through Election Day.
- Happy Birthday Commissioner Haig!
- County Commissioner Comments regarding the County Transit Millage.

APPOINTMENTS

A. Appointments to the Board of Zoning Appeals

- Pierre Yaldo
- Ron Reddy
- Richard Lilley

To appoint _____ as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.

To appoint _____ as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.

To appoint _____ as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.

B. Appointments to the Multi-Modal Transportation Board

- Patrick Hillberg

- Gordon Davies
- Mark Doolittle

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve the remainder a three-year term to expire March 24, 2023.

To appoint _____ as an alternate member to the Multi-Modal Transportation Board to serve a three-year term to expire October 27, 2025.

To appoint _____ as an alternate member to the Multi-Modal Transportation Board to serve a three-year term to expire October 27, 2025.

- C. Appointment to the Birmingham Shopping District
- Amy Pohlod

To make a motion to concur with the City Manager's appointment of Amy Pohlod to the Birmingham Shopping District Board, who has an interest in property in the district, to serve for a 4-year term expiring November 16, 2026.

- D. Appointments to the Museum Board
- Alexandra Harris
 - Caroline Ashleigh

To appoint _____ to the Museum Board as a regular member to serve the remainder of a three-year term to expire July 5, 2023.

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

V. CONSENT AGENDA

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

**Minutes from the Strategic Planning Workshop on Tuesday, October 11, 2022 will be available at the November 14, 2022 City Commission meeting.*

- A. Resolution to approve the City Commission workshop meeting minutes of October 3, 2022.
- B. Resolution to approve the City Commission meeting minutes of October 3, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 5, 2022, in the amount of \$438,162.55.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 12, 2022, in the amount of \$2,678,898.53.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 19, 2022, in the amount of \$2,074,761.24.

- F. Resolution to approve the purchase of Powerphone training services and implementation for the new EMD protocols, and waive the normal bidding requirements. This project was budgeted in the 2022-2023 fiscal year and funds are available in the Training account 101.0-325.000.957.0100 in the amount of \$12,498.
- G. Resolution to approve the payment of \$35,000.00 to Wiss, Janney, Elstner Associates, Inc. (WJE) for Change Order Fees related to the 2021 Parking Structure Construction Period Services and charge the following accounts:

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
514.1-594.003-977.0000	Park Street - Buildings	\$2,000.00
514.1-594.004-977.0000	Peabody Street - Buildings	\$8,70.00
514.1-594.005-977.0000	North Woodward - Buildings	\$11,170.00
514.1-594.008-977.0000	Chester Street - Buildings	\$13,130.00
Total:		\$35,000.00

- H. Resolution to approve the purchase of a Brush Bandit Intimidator 15XP, from Bandit Industries, Inc., located at 6750 Millbrook Road, Remus, MI 49340, through the State of Michigan MiDeal extendable purchasing contract #171-190000000301, in the amount not to exceed \$55,944. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.
- I. Resolution to approve the purchase of one (1) Toro Proforce Debris Blower from Spartan Distributors, through the OMNIA Cooperative Purchasing Agreement #2017025, for an amount not to exceed \$9,829.56. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.
- J. Resolution to approve the purchase of a one-year subscription of Cartegraph Solutions Software with Cartegraph Systems for a cost not to exceed \$31,360. Funds are available from the Sewage Disposal account, #590.0-538.000-811.0000, Water System account #591.0-545.000-811.0000, and General Fund, Parks Other Contractual Service account, # 101.0-751.811.0000 for this service. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of notarized signatures and proof of required insurance from Cartegraph.
- K. Resolution to approve the purchase and planting of one hundred and forty-four (144) trees from KLM Landscape for the Fall 2022 Tree Purchase and Planting Project for a total project cost not to exceed \$64,260.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203.0-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202.0-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203.0-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202.0-449.005-729.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.
- L. Resolution to approve the purchase of two (2) 2023 Ford Explorers from Garno Ford, located at 22025 Allen Road, Woodhaven, MI 48183, under the State of Michigan MiDeal Cooperative Purchase Agreement #4WDU-00S0A, in the amount not to exceed \$79,104

for both vehicles. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006. 971.0100.

- M. Resolution to approve the purchase of (35) meter replacement batteries in the amount not to exceed \$182,825 from Etna Supply Company located at 2158 Gratiot Avenue, Detroit, MI 48207. Funds for this purchase are available in the Meter Shop- Meter account #591.0-541.000-747.0000.
- N. Resolution to approve the purchase of the fertilizers and other turf products for Lincoln Hills and Springdale Golf Courses from Harrell's for \$24,000, Target Specialty Products for \$24,000, and Great Lakes Turf for \$9,000, with the total amount of all purchases not to exceed \$57,000 from all three vendors combined. Funds for this purchase are available in #584.1-753.001-729 and 584.2-753.001-729.
- O. Resolution to confirm the City Manager's authorization for the emergency expenditure related to sewer repair north of Warren Court by D'Angelo Brothers Inc., which is located at 30836 West 8 Mile Road, Farmington Hills, MI 48336, for a cost of \$14,334.04 to be charged to Sewer Fund account #590.0-538.000-811.0000, pursuant to Sec. 2-286 of the City Code.
- P. Resolution to confirm the City Manager's authorization for the emergency expenditure related to sewer repair along the south side of Redding Road west of Pilgrim Avenue by D'Angelo Brothers Inc., which is located at 30836 West 8 Mile Road, Farmington Hills, MI 48336, for a cost of \$7,293.23 to be charged to Sewer Fund account #590.0-538.000-811.0000, pursuant to Sec. 2-286 of the City Code.
- Q. Resolution to approve the project budget increase for Contract #10-22 (SW), 2022 Trip Hazard Elimination Program, by \$50,000.00 to a total budget of \$245,000.00, for work to be completed through June 30th, 2023. Funding for this project has been budgeted in account # 101.0-444.000-981.0100.
- R. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of BHIP Townsend Hotel, LLC to approve the request of BHIP Townsend Hotel, LLC to transfer the ownership in the Townsend Hotel which holds the Class B Hotel and SDM License with Sunday Sales (AM and PM), One Outdoor Service Area Permit and One Outdoor Service Area on Public Property Permit, Dance/Entertainment Permits, catering Permits, Six additional Bar Permits and Official Permit (Food) located at 100 Townsend, Birmingham, Oakland County, MI from THC Investors Limited Partnership to BHIP.
- S. Resolution to approve the lease between the City of Birmingham and THC Investors Limited Partnership for the leasing of public property for valet services for the Townsend Hotel on Merrill and Townsend Street, in the amount of \$23,328 per year, with a one year term, with the addition of the illustration presented as Exhibit A; and further, to direct the Mayor and City Clerk to sign the lease agreement on behalf of the City.
AND
Resolution to approve the assignment of the Townsend Hotel lease agreement from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC; and further, to direct the Mayor and City Clerk to sign the assignment of the lease agreement on behalf of the City.
- T. Resolution to set a public hearing date of December 5th, 2022 to consider the proposed Zoning Ordinance Amendment to Article 3, Section 3.04(D)(3) of the Downtown Overlay

Parking Requirements to allow nonresidential uses in the D4 Zone located outside of the former parking assessment district to reduce or eliminate parking requirements under the provision of a Special Land Use Permit.

- U. Resolution to set a public hearing date of November 28th, 2022 to consider ordinance amendments to Article 1, Table B of the Sign Ordinance to add language to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Public Hearing of Necessity - Birmingham Shopping District Special Assessment District Renewal
 - 1. Resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits that will be derived for the properties within such assessment district. The City Commission further directs the Manager and City staff to follow all the prescribed requirements and steps detailed in City Code Chapter 94 for Special Assessments. The Special Assessment District shall include all properties within the Birmingham Shopping Districts 1 and 1A. And, the City Commission will meet on Monday, November 14, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for the Birmingham Shopping District Special Assessment for properties within the Birmingham Shopping Districts 1 and 1A.
- B. Public Hearing - Special Land Use Permit Amendment for 100 Townsend - Townsend Hotel
 - 1. Resolution to approve a Special Land Use Permit Amendment for 100 Townsend – Townsend Hotel – to allow the transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC; and further to direct the Mayor and City Clerk to sign the Special Land Use Permit agreement on behalf of the City.
- C. Public Hearing - Amendment to the Zoning Ordinance to revise window standards
 - 1. Motion to adopt an ordinance to amend Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.
- D. Public Hearing - Amendment to the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions
 - 1. Motion to adopt an ordinance to amend Article 4, Section 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.

- E. Resolution to approve the striping of eastbound Brown Street to delineate the existing parking lane with a solid white line from Stanley to Chester Street, add a "Turning Vehicles Yield to Pedestrians" sign on the southbound Chester St. approach, add "Pedestrian Crossing Ahead" signs in advance of the Chester St. and Henrietta Street intersections, and reduce the traffic lanes of Chester Street from 4 lanes to 2 lanes between Townsend Street and W. Brown by adding metered on-street parking in place of the former vehicular lanes.
- F. Resolution to approve the reconfiguration of E. Brown Street reduced to one lane eastbound at Woodward Ave with an extended sidewalk, a midblock pedestrian crossing, and an additional median as illustrated in Alternative A.
- G. Resolution to approve the lease between the City of Birmingham and The Original Hunter House Hamburgers, Inc. for the leasing of City property for the purpose of parking cars for patrons of Hunter House, located at 35075 Woodward Avenue, Birmingham, Michigan, and agree to allow the tenant to lease the City property for a period of six (6) months with a one (1) time renewable six (6) month tenancy, and thereafter a month-to-month tenancy with a thirty (30) day notice to quit in the amount of \$5,442.00 per month, for the privilege of utilizing City property for parking of Hunter House patrons, in addition, to authorize the Mayor and City Clerk to sign the lease on behalf of the City.
- H. Resolution to approve an agreement with Traffic and Safety Control Systems for the purchase and installation of new TIBA parking equipment at all five City structures in the amount not to exceed \$654,856. Additionally, to approve a five-year agreement with Traffic & Safety Control Systems for software fees which include eValidations, monthly permit management system and required equipment software in an amount not to exceed \$169,720 and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- I. Resolution to approve an agreement with FHS Birmingham L.L.C. and Frank Rewold & Sons, Inc. for the coordination of construction activities related to 770 S. Adams on S. Adams Road, Haynes Street, S. Worth Street, and the 16' public alley and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.
- J. Motion to adopt an ordinance to amend Part II of the City Code, Chapter 114 – Utilities, Article III. – Sewer Service, Division 5. – Separate Storm Water Sewer System, to include post construction stormwater standards for water quality.
- K. Resolution to authorize Gallagher & Associates, to proceed with implementing Blue Cross Blue Shield insurance for the City's insurance members, starting on January 1, 2023.
- L. Resolution to designate Baldwin Well, Derby Well, Redding Well, and South Well sites as mini-parks as part of the City of Birmingham Parks and Recreation Master Plan inventory. (Parks and Recreation Board Recommendation)
OR
Resolution to designate South Well sites as parks, and further direct the City Manager to have additional research conducted, prepare recommendations to the Parks and Recreation Board for their deliberations, and recommendation to the City Commission. (City Staff Recommendation)

M. Commission discussion on items from a prior meeting

1. Baller - Banner

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

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

INFORMATION ONLY

XI. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760

You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

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

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



NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, October 24, 2022, the Birmingham City Commission intends to appoint three regular members to the Board of Zoning Appeals to serve three-year terms to expire October 10, 2025.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, October 19, 2022. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

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

Applicant Name	Criteria Applicants shall be property owners of record and registered voters	Qualifications
Pierre Yaldo	Birmingham property owner and registered voter	Current Regular Member, Real Estate and Litigation Attorney
Ron Reddy	Birmingham property owner and registered voter	Current Regular Member, Law Enforcement Background
Richard Lilley	Birmingham property owner and registered voter	Current Alternate Member

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

SUGGESTED ACTION:

To appoint _____ as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.

To appoint _____ as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.

To appoint _____ as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.



BOARD OF ZONING APPEALS

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

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

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Canvasser 369 Kimberly	Jason	(248) 231-9972 <i>jcanvasser@clarkhill.com</i>	7/9/2018 Attorney	10/10/2023
Hart 2051 Villa	Kevin	(248) 4967363 <i>khartassociates@aol.com</i>	2/27/2012 Architect	10/10/2023
Kona 439 W. Merrill St	Carl	(248)540-2810 <i>carlsbox@hotmail.com</i>	4/25/2022 Alternate Member, Financial Services	2/17/2023
Lilley 648 Cherry Ct.	Richard	248-594-6737 <i>dicklilley@icloud.com</i>	9/6/2018 Alternate Member	2/18/2023
Lillie 496 S. Glenhurst	Charles	(248) 642-6881 <i>lilliecc@sbcglobal.net</i>	1/9/1984 Attorney	10/10/2022
Miller 544 Brookside	John	(248) 703-9384 <i>jnmillerstudio@gmail.com</i>	1/23/2012 Architect	10/10/2024

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Morganroth 631 Ann	Erik	(248) 762-9822 <i>emorganroth@comcast.net</i>	10/12/2015 Real Estate/Builder	10/10/2024
Reddy 763 Wallace	Ron	(313) 820-7491 <i>ron.reddy01@gmail.com</i>	2/11/2019 Regular member	10/10/2022
Yaldo 1936 Graefield	Pierre	(248) 534-5585 <i>pierreyaldo1@gmail.com</i>	2/28/2022 Attorney	10/10/2022

CITY BOARD/COMMITTEE ATTENDANCE RECORD

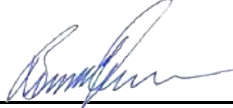
Name of Board: Board of Zoning Appeals

Year: 2020

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Lillie, Charles	A	A	P	P	P	P	A	P	P	P	A	P	NM	NM	8	4	67%
Miller, John	P	P	P	A	A	P	P	P	P	P	P	P	NM	NM	10	2	83%
Hart, Kevin	A	P	P	P	A	A	A	P	A	P	P	P	NM	NM	7	5	58%
Morganroth, Erik	P	P	P	P	P	P	P	P	P	P	P	P	NM	NM	12	0	100%
Canvasser, Jason	P	P	P	P	P	P	P	P	A	P	P	P	NM	NA	11	1	92%
Rodriguez, Francis	P	P	A	P	P	A	P	A	P	P	A	P	NM	NM	8	4	67%
Lilley, Richard	P	A	A	P	P	P	P	P	P	P	A	P	NM	NM	9	3	75%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
ALTERNATES																	
Reddy, Ron	P	P	P	P	P	P	P	P	P	P	P	P	NM	NM	12	0	100%
Attia, Jerry	P	A	A	A	A	A	A	A	A	P	P	NA	NA	NA	3	8	27%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	7	6	6	7	6	6	6	7	6	9	6	8	0	0			

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



Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Board of Zoning Appeals

Year: 2021

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Lillie, Charles	P	P	P	P	P	P	P	A	P	P	P	P	NM	NM	11	1	92%
Miller, John	P	P	P	P	P	P	A	P	P	P	P	P	NM	NM	11	1	92%
Hart, Kevin	P	P	A	P	A	P	A	P	P	P	P	A	NM	NM	8	4	67%
Morganroth, Erik	P	P	P	P	P	P	P	P	P	A	P	P	NM	NM	11	1	92%
Canvasser, Jason	P	P	P	P	P	P	A	P	P	P	P	P	NM	NM	11	1	92%
Rodriguez, Francis	P	A	P	P	P	P	A	P	P	A	A	A	NM	NM	7	5	58%
Lilley, Richard	P	P	P	P	P	P	P	P	P	P	A	P	NM	NM	11	1	92%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
ALTERNATES																	
Reddy, Ron	P	P	P	P	P	P	P	P	P	P	P	P	NM	NM	12	0	100%
Rodenhouse, Erin J.	P	P	P	P	P	P	P	P	P	P	P	P	NM	NM	12	0	100%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	9	8	8	9	8	9	5	8	9	7	7	7	0	0			

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Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD


Name of Board: Board of Zoning Appeals

Year: 2022

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Lillie, Charles	A	A	A	P	A	A	P	P	P	NA	NA	NA	P	NA	5	5	50%
Miller, John	A	P	A	P	P	P	P	P	P	P			P		9	2	82%
Hart, Kevin	CP	P	P	P	P	P	A	P	P	P			P		9	1	90%
Morganroth, Erik	A	P	P	P	P	P	P	P	P	P			P		10	1	91%
Canvasser, Jason	A	P	P	P	P	P	P	P	P	A			P		9	2	82%
Reddy, Ron	NA	NA	P	P	P	P	P	P	P	P			P		9	0	100%
Yaldo, Pierre	NA	NA	P	P	A	P	P	P	P	P			P		8	1	89%
Rodriguez, Francis	CP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	0	#DIV/0!
Reserved															0	0	#DIV/0!
ALTERNATES																	
Reddy, Ron	CP	A	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0	1	0%
Rodenhouse, Erin J.	CP	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	0	100%
Kona, Carl	NA	NA	NA	NA	P	P	P	P	P	P			P		7	0	100%
Lilley, Richard	NA	NA	NA	NA	NA	NA	NA	NA	P	P					2	0	100%
Present or Available	4	5	5	7	6	7	7	8	9	7	0	0	8	0			

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NA = Member not appointed at that time
NM = No meeting scheduled that month
CM = Meeting canceled for lack of business items



Department Head Signature



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

Submitted 9/13/22

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 _____

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

Name _____

Phone _____

Residential Address _____

Email * _____

Residential City, Zip _____

Length of Residence _____

Business Address _____

Occupation _____

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 _____

List your related community activities _____

List your related educational experience _____

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

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

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

Signature of Applicant _____

Date _____

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

Updated 3/24/2021

*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.

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 Board of Zoning Appeals

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

Name Ron Reddy Phone 313 830 7491

Residential Address 763 Wallace Email * ron.reddy01@gmail.com

Residential City, Zip Birmingham, 48009 Length of Residence 4 years

Business Address _____ Occupation Retired Federal Law Enforcement

Business City, Zip _____

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

I have served on a BZA for the last 11 years. I enjoy volunteer work and public service. My career focused on the investigation of complex issues. This experience has provided me with the ability to make fair and accurate decisions.

List your related employment experience Retired Federal Law Enforcement Official with 35 years of experience.

Consultant to the US Department of Energy.

List your related community activities I have served on the Birmingham BZA since Feburary 2019.

I have served both as an alternate and regular member. I also serve on charity devoted to public safety.

List your related educational experience Bachelor of Electronic Engineering and Master of Public Administration.

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

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

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APPLICATION FOR CITY BOARD OR COMMITTEE

REV'D 9/14/22

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).

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(Please print clearly)

Board/Committee of Interest BOARD OF ZONING APPEALS

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

CURRENTLY AN ALTERNATE - BZA

Name RICHARD M. LILLEY

Phone 248 394 6787 M

Residential Address 648 CHERRY CT

Email * DICKLILLEY@ICLOUD.COM

Residential City, Zip BIRMINGHAM 48009

Length of Residence 60+ YEARS

Business Address _____

Occupation SEMI RETIRED

Business City, Zip _____

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

WAS A REGULAR MEMBER OF THE BZA FOR 3+ YEARS. STEPPED DOWN IN JANUARY 2022 DUE TO SURGERY RECOVERY. WANT TO GET BACK TO BEING A REGULAR MEMBER

List your related employment experience _____

List your related community activities BSD DREAMCRUISE MEMBER 20+ YEARS, ALLEN HOUSE BOARD 5+ YEARS

List your related educational experience WHILE ON BZA BOARD, TOOK AVAILABLE BZA TRAINING PROGRAMS OFFERED

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

9/13/22
Date

Signature of Applicant

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

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3A

CHAPTER 126 - ZONING

ARTICLE 8: ENFORCEMENT AND PENALTIES

8.01 The Board of Zoning Appeals

- A. Establish: There shall be established and appointed by the City Commission, in accordance with Section 5, Act No. 207 of the Public Acts of Michigan of 1921 (MCL 125.585, MSA 5.2935), as amended, a Board of Zoning Appeals consisting of seven members each to be appointed for a term of three years.
- B. Alternate Members: The City Commission may also appoint not more than two alternate members for the same term as regular members of the Board of Zoning Appeals. The alternate member may be called on a rotating basis to sit as a regular member of the Board of Zoning Appeals in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. The alternate member having been appointed shall serve in the case until a final decision has been made. The alternate member shall have the same voting rights as a regular member of the Board of Zoning Appeals.
- C. Procedure: Meetings of the Board of Zoning Appeals shall be held at the call of the chairperson, and at such other times as the Board of Zoning Appeals may determine. Such chairperson, or in his/her absence, the acting chairperson, may administer oaths and compel the attendance of witnesses. The Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and the action thereon, which shall be a public record.
- D. Appeals: An appeal to the Board of Zoning Appeals, based in whole or in part on the provisions of the Zoning Ordinance, may be taken by any person aggrieved, or by any governmental officer, department, Board of Zoning Appeals or bureau affected by the decision of the Building Official. Such appeal shall be taken by filing with the Board of Zoning Appeals a notice of appeal, on forms provided by the Building Official, specifying the ground thereof, and by paying the required fee. The Building Official shall transmit to the Board of Zoning Appeals all papers constituting the records upon which the appeal action was taken.
- E. Hearing and Notice: The Board of Zoning Appeals shall fix a reasonable time for the hearing of an appeal and shall give due notice of the appeal to the persons to whom real property within 300 feet of the premises in question is assessed, and to the occupants of single- and two-family dwellings within 300 feet, the notice to be delivered personally or by mail to the respective owners and tenants at the address given in the last assessment roll. If the tenant's name is not known, the term "occupant" may be used. A notice sign shall also be posted in a conspicuous place on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after the public hearing the notice sign was advertising. At the hearing, any person or party may appear in person, by agent or by attorney. All such hearings shall be open to the public.
- F. Powers and Duties: The Board of Zoning Appeals shall have the powers and duties set forth in MCL 125.581 et seq., MSA 5.2931 et seq. and as more particularly hereinafter enumerated. The Board of Zoning Appeals shall not have the power to change the zoning district of any property. The Board of Zoning Appeal's power and duties shall include the following:
1. Review of administrative decisions.
 - a. The Board of Zoning Appeals shall hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with the enforcement of the Zoning Ordinance.
 - b. It may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and shall make such order, requirement, decision or determination as in its opinion ought to be made in the situation, and to that end shall have all the powers of the officer from whom the appeal is taken.
 2. Mapping disputes.
 - a. Where disputes arise as to the location of the floodplain boundary or the limits of the floodway, the Board of Zoning Appeals shall resolve the dispute and establish the boundary location in accordance with Section 1.15.

In all cases, the decision of the Board of Zoning Appeals shall be based upon the most current floodplain studies issued by the Office of Federal Insurance and Hazard Mitigation. Where the Office of Federal Insurance and Hazard Mitigation information is not available, the best available floodplain information shall be utilized.

- b. Where a dispute involves an allegation that the boundary is incorrect as mapped and Office of Federal Insurance and Hazard Mitigation floodplain studies are being questioned, the Board of Zoning Appeals shall modify the boundary of the floodplain or the floodway only upon receipt of an official letter of map amendment issued by the Office of Federal Insurance and Hazard Mitigation.

3. Variances.

- a. The Board of Zoning Appeals shall hear and grant or deny requests for variances from the strict application of the provisions of the Zoning Ordinance where there are practical difficulties or unnecessary hardships in carrying out the strict letter of such chapter. In granting a variance, the Board of Zoning Appeals may attach such conditions as it may deem reasonably necessary to promote the spirit and intent of the Zoning Ordinance. The Board of Zoning Appeals shall not grant any variance unless it first determines that:
 - i. Because of special conditions applicable to the property in question, the provisions of the Zoning Ordinance, if strictly applied, unreasonably prevent the property owner from using the property for a permitted purpose;
 - ii. Literal enforcement of the chapter will result in unnecessary hardship;
 - iii. The granting of the variance will not be contrary to the spirit and purpose of the Zoning Ordinance nor contrary to the public health, safety and welfare; and
 - iv. The granting of the variance will result in substantial justice to the property owner, the owners of property in the area and the general public.
- b. Variances from the provisions of Section 4.13, Floodplain Regulations, shall only be granted by the Board of Zoning Appeals upon a determination of compliance with the general standards for variances contained in the Zoning Ordinance and in accordance with the following:
 - i. The variance granted will not result in flood heights in excess of those permitted by the Zoning Ordinance, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
 - ii. The variance granted shall be the minimum necessary, considering the flood hazard, to afford relief to the applicant.
 - iii. Variances may be granted for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the Michigan Historic Markers listing of historic sites, or any other state register of historic places without meeting the requirements of this section.
- c. Sign Variance Procedure. Any person who feels aggrieved by a decision of the City Planner or Design Review Board may have the sign reviewed by the Board of Zoning Appeals. A variance may be granted by the Board of Zoning Appeals only in cases involving practical difficulties when the evidence in the official record of the appeal supports all the following affirmative findings:
 - i. That the alleged practical difficulties are peculiar to the property of the person requesting the variance by reasons of the physical and/or dimensional constraints of the building and/or site, and result from conditions which do not exist generally throughout the City;
 - ii. That the granting of the requested variance would not be materially detrimental to the property owners in the immediate vicinity;
 - iii. That the granting of the variance would not be contrary to the general objectives of this Chapter and is in keeping with the spirit and intent of this ordinance; and
 - iv. That granting the variance will result in substantial justice being done, considering the public benefits intended to be secured by this Chapter, the individual hardships that will be suffered by a failure of the Board of Zoning Appeals to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.

- v. In granting a variance, the Board of Zoning Appeals may attach such conditions as it may deem reasonably necessary to promote the spirit and intent of the Zoning Ordinance and the conditions specified in the sign ordinance, Chapter 86, Article 02, Section 2.06.

G. Miscellaneous:

1. No order of the Board of Zoning Appeals permitting the erection or alteration of buildings shall be valid for a period longer than one year, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is commenced and proceeds to completion in accordance with the terms of such permit.
2. No order of the Board of Zoning Appeals permitting a use of a building or premises shall be valid for a period longer than one year unless such use is established within such period; provided, however, that if the use of such permit is dependent upon the erection or alteration of a building, such order shall continue in full force and effect if a building permit for such use, erection or alteration is obtained within such period and such erections or alterations are commenced and proceed to completion in accordance with the terms of such permit.



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

At the regular meeting of Monday, October 24, 2022, the Birmingham City Commission intends to appoint to the Multi-Modal Transportation Board two alternate members with terms expiring October 27, 2025 and one regular member to complete a three-year term to expire March 24, 2023.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 28, 2022. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

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

Duties of the Multi-Modal Transportation Board

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

Applicant(s) Presented For City Commission Consideration:

	Criteria/Qualifications
	Traffic-focused education/experience, mobility/vision impairment, urban planning, architecture or design education/experience. In addition, 2 members at large living in different geographical areas of the City.
Patrick Hillberg	Systems Engineering Professor, Battery Vehicle and Autonomous Vehicle Knowledge, Cyclist
Gordon Davies	Automotive Engineer, Cyclist, Runner and Smart Bus Rider
Mark Doolittle	Current Alternate applying for Regular Member, Experience in Traffic and Mobility

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve the remainder a three-year term to expire March 24, 2023.

To appoint _____ as an alternate member to the Multi-Modal Transportation Board to serve a three-year term to expire October 27, 2025.

To appoint _____ as an alternate member to the Multi-Modal Transportation Board to serve a three-year term to expire October 27, 2025.



MULTI-MODAL TRANSPORTATION BOARD

Chapter 110, Sections 110-26 & 110-27

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

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

Term: Three years.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Betanzos	Isabela		2/28/2022	12/31/2022
Seaholm High School			Student representative	

Doolittle	Mark	(248) 535-0632		10/27/2022
1305 S. Bates St			Alternate	
Birmingham	48009	<i>mark.j.doolittle@gmail.com</i>		

Fishburn	Amanda	(248) 613-0501	8/9/2021	10/27/2022
245 Catalpa			Alternate	
Birmingham	48009	<i>mandyfishburn@outlook.com</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Hocker 898 Pilgrim Birmingham	David 48009	(313) 917-4718 <i>dhocker@globalfacilitiesinc.com</i>	11/23/2020 Regular member at large/plan experience	3/24/2025
Long 1323 Bennaville Ave Birmingham	Anthony 48009	(586) 904-6895 <i>ajlong1080@gmail.com</i>	1/24/2022 Regular member at large from different geographical area of city	3/24/2025
Peard 645 Suffield Birmingham	Thomas 48009	(248) 770-7761 <i>thomaspeard@yahoo.com</i>	1/13/2020 Urban planning /architecture /design	3/24/2025
Policicchio 236 Pleasant Birmingham	Victoria 48009	(248) 376-6266 <i>vickipolicicchio@gmail.com</i>	1/24/2022 Pedestrian advocate	3/24/2024
Rosenfield Seaholm High School	Ben		2/28/2022 Student representative	12/31/2022

VACANT due to resignation

3/24/2023

Regular member at large from
different geographical area of the city

Last Name	First Name	Home Business		
Home Address		E-Mail	Appointed	Term Expires
White	Doug	(248) 825-2223	5/14/2018	3/24/2024
1342 Holland St.			Bicycle/pedestrian advocate	
Birmingham	48009	<i>dwhite10@peoplepc.com</i>		
Zane	Joseph	(248) 563-3381	12/10/2018	3/24/2025
1014 Chestnut St.				
Birmingham	48009	<i>Joseph.Michael.Zane@gmail.com</i>		

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Multi Modal Transportation Board

Year: 2020

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
															0	0	#DIV/0!
Lara Edwards	P	P	P	NA	NA	NA	NM	NM							3	0	100%
Daniel Rontal	P	A	A	NA	NA	NA	NM	NM							1	2	33%
Amy Folberg	P	P	P	NA	NA	NA	NM	NM							3	0	100%
Johanna Slanga	P	A	P	NM	P	P	NM	NM	P	A	P	P			7	2	78%
Doug White	P	P	P	NM	P	P	NM	NM	P	P	P	P			9	0	100%
Katie Schafer	P	P	A	NM	P	P	NM	NM	P	P	P	P			8	1	89%
Tom Pearda	NA	P	P	NM	P	P	NM	NM	P	P	P	P			8	0	100%
Joe Zane	NA	NA	A	NM	P	P	NM	NM							2	1	67%
ALTERNATES																	
Andrew Haig	NA	NA	NA	NM	P	P	NM	NM	P	P	P	P			6	0	100%
Joe Zane	P	P	A	NM	NA	NA	NM	NM	A	P	P	A			4	3	57%
Bennett Pompei (Stdnt)	A	A	A	A	A	A	NM	NM							0	6	0%
Chris Capone (Stdnt)	A	A	A	A	A	A	NM	NM							0	6	0%
Present or Available	7	6	5	0	6	6	0	0	5	5	6	5	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: **MULTI-MODAL TRANSPORTATION BOARD** Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	2/4	3/4	4/8	5/6	6/3	7/8	8/5	9/2	10/7	11/4	12/2	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																
Johanna Slanga	P	P	A	A	A	P	A	CA						3	5	38%
Amanda Fishburn								CA	A	A	P					
Andrew Haig	P	P	P	P	P	P	P	CA	P	P	A			9	2	82%
David Hocker	P	P	P	P	P	P	P	CA	P	P	P			10	1	91%
Tom Peard	P	P	P	P	P	P	P	CA	A	P	P			9	2	82%
Katie Schafer	P	P	A	P	P	P	P	CA	P	P	A			8	3	73%
Doug White	A	P	P	P	P	P	A	CA	P	P	A			7	4	64%
David Lurie	P	A	P	P	P	P	P	CA	A	P	P			8	3	73%
ALTERNATES																
Joe Zane	A	P	A	P	P	P	A	CA	P	P	P			7	4	64%
Justin Schoener (Stdnt)	NA	P	A	A	A	A	A	CA	A	A	A			1	9	10%
Alex Walters (Stdnt)	NA	P	P	P	P	P	A	CA	A	P	P			7	3	70%
Lauren Morris (Stdnt)	NA	A	A	A	A	P	A	CA	A	A	A			1	9	10%
TOTAL	6	9	6	8	8	10	5	0	5	8	6	0	0			

KEY:

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Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **MULTI-MODAL TRANSPORTATION BOARD** Year: **2022**

Members Required for Quorum: **4**

MEMBER NAME	2/3	3/3	4/7	5/5	6/2	7/7	8/4	9/1	10/6			SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS												5/19				
Anthony Long	P	p	P	P	P	P	P	A	P			A		8	2	80%
Joe Zane	P	P	A	A	P	P	P	P	P			P		8	2	80%
Victoria Policicchio	P	P	P	P	P	A	P	P	A			A		7	3	70%
David Hocker	P	P	P	P	P	P	P	P	P			P		10	0	100%
Tom Peard	P	P	P	P	P	A	A	P	P			P		8	2	80%
Doug White	P	P	P	P	P	P	P	P	A			P		9	1	90%
Michael St. Germaine	NA	NA	P	P	A	A	A	NA	NA			A		2	4	33%
ALTERNATES																
Amanda Fishburn	A	A	A	P	A	A	A	A	A			A		1	9	10%
Mark Doolittle	NA	NA	P	A	P	P	A	A	P			A		4	4	50%
														0	0	#DIV/0!
TOTAL	6	6	7	7	0	5	5	5	5	0	0	4	0			

KEY:

- A** = Member absent
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 Department Head Signature



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

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(Please print clearly)

Board/Committee of Interest Multi-Modal Transportation Board

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

Name Patrick Hillberg

Phone 248.797.1804

Residential Address 1853 Fairview

Email * patrick_hillberg@hotmail.com

Residential City, Zip Birmingham, 48009

Length of Residence 2006

Business Address _____

Occupation Engineering Professor

Business City, Zip _____

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

I teach a graduate course in Systems Engineering. We cover, and many students develop BEVs and/or AVs.

I am also an avid cyclist.

List your related employment experience Professor at Oakland University

Solutions Architect and Workforce Lead for Siemens

List your related community activities This would be the first.

List your related educational experience BS Computer Science, MS & PhD in Systems Engineering

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: _____

None

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

PA Hill
Signature of Applicant

30-Sep-2022
Date

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

Updated 11/18/2020

3B
*By providing your email to the City, you agree to receive emails & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Please consult the criteria required to be a member of each City Board or Committees. Fill in the criteria you meet in the "Specific Category/Vacancy on Board" on the Application. If you are applying for a spot as an Alternate Member, you must still meet at least one of the criteria. Please contact the Clerk's Office, at 248-530-1880 or clerk@bhamgov.org with any questions.

ADVISORY PARKING COMMITTEE

- Building Owner within the Parking Assessment District
- Restaurant owner within the Parking Assessment District
- Representative of a professional firm within the Parking Assessment District

ARCHITECTURAL REVIEW COMMITTEE

- Licensed architect and resident of Birmingham

CABLECASTING BOARD

- Resident of Birmingham

ALTERNATE HEARING OFFICER

- Resident of Birmingham with legal, administrative or other qualifications that will aid in the performance of the duties.

HISTORIC DISTRICT STUDY COMMITTEE

- Clearly demonstrated interest in or knowledge of historic preservation.

HOUSING BOARD OF APPEALS

- Education or experience in building construction administration, social services, real estate, or other such positions.

MULTI-MODAL TRANSPORTATION BOARD

- Urban planning, architecture or design education and/or experience.

MUSEUM BOARD

- Resident of Birmingham.

PARKS AND RECREATION BOARD – ALTERNATE MEMBER

- Registered to vote in Birmingham.

PUBLIC ARTS BOARD

- Represent a major cultural institution, be a Michigan registered architect, an artist, an art historian, or art consultant.

TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY

- Ownership or business interest in property located in the Development Area.

**OFFICE USE ONLY**

Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest MULTIMODAL TRANSPORTATION BOARD

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

Name GORDON DAVIESPhone 248 701 5462Residential Address 969 BENNAVILLE AVEEmail * gordonhdavies@yahoo.comResidential City, Zip BIRMINGHAM, 48009Length of Residence 20 YEARS

Business Address _____

Occupation ENGINEER

Business City, Zip _____

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

I'M A REGULAR CYLIST, RUNNER AND SMART BUS RIDER. I HAVE EXTENSIVE KNOWLEDGE OF USING INTEGRATED SYSTEMS IN LONDON, UK.List your related employment experience AUTOMOTIVE ENGINEER

List your related community activities _____

List your related educational experience _____

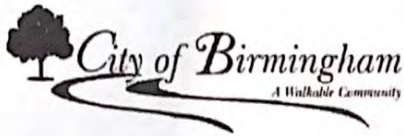
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO

Do you currently have a relative serving on the board/committee to which you have applied? NOAre you an elector (registered voter) in the City of Birmingham? NOSignature of Applicant [Signature]Date 14th October 2022

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

*By providing your email to the City, you agree to receive news 3B tifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

updated 11/17/2021



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Multi-modal Transportation Board

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

Name Mark Doolittle

Phone (246) 535-6632

Residential Address 1305 S Bates St

Email * mark.j.doolittle@gmail.com

Residential City, Zip Birmingham 48009

Length of Residence Birmingham - 10 years

Business Address _____

Occupation accountant (CPA)

Business City, Zip _____

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

Former consultant and automotive thought leader in the transportation and mobility space
Organized and detail oriented professional with a strong sense of civic duty and interest
in advancing the goals of Birmingham as the Premier walkable community and suburban destination

List your related employment experience _____

Former mentor to Techstars mobility class II 2015; consultant to urban developers
involved in thoughtful design and placemaking

List your related community activities church volunteer

List your related educational experience Michigan Ross MBA; focused on real-estate development

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

Mark Doolittle
Signature of Applicant

10/17/22
Date

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

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ARTICLE II. - MULTI-MODAL TRANSPORTATION BOARD

Footnotes:

--- (2) ---

Editor's note— Ord. No. 2138, adopted February 10, 2014, amended article II in its entirety to read as herein set out.

Formerly, article II pertained to the traffic and safety board, and derived from the Code of 1963, §§ 10.91—10.96.

Sec. 110-26. - Composition.

- (a) The multi-modal transportation board shall consist of nonvoting ex officio members and seven members appointed by the city commission. The nonvoting ex officio members shall be appointed by the city manager. They may include the city engineer, city planner, police chief, or their designated representative, or other representatives as the city manager deems appropriate. Insofar as possible, the city commission shall appoint members as follows:
- (1) One pedestrian advocate member;
 - (2) One member with a mobility or vision impairment;
 - (3) One member with traffic-focused education and/or experience;
 - (4) One bicycle advocate member;
 - (5) One member with urban planning, architecture or design education and/or experience; and
 - (6) Two members at large living in different geographical areas of the city.

At least five board members shall be electors or property owners in the city. The remaining board members may or may not be electors or property owners in the city.

- (b) The city commission may appoint two alternate members to serve as needed on the multi-modal transportation board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the multi-modal transportation board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the multi-modal transportation board.

(Ord. No. 2138, 2-10-14; Ord. No. 2200, 9-12-16; Ord. No. 2203, 10-10-16)

Sec. 110-27. - Terms of members.

Initial members of the multi-modal transportation board shall serve for the following terms: two members shall be appointed for one-year terms, two members shall be appointed for two-year terms, and three members shall be appointed for three-year terms. Thereafter, all appointments, except to fill vacancies, shall be for a term of three years. All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office shall be for the unexpired term.

(Ord. No. 2138, 2-10-14)

Sec. 110-28. - Compensation.

All members of the multi-modal transportation board shall serve without compensation.

(Ord. No. 2138, 2-10-14)

Sec. 110-29. - Organization.

The multi-modal transportation board shall, from its appointed members, elect a chair who shall be the presiding officer of the board, and a vice-chair who shall serve in the absence of the chair. A secretary, who shall keep and maintain the proceedings of the board, shall be appointed by the board. The secretary need not be a member of the board. The terms of office for such officers shall be one year and until their successors have been elected. The ex officio members of the board may not act as the chair or vice-chair but may serve as secretary.

(Ord. No. 2138, 2-10-14)

Sec. 110-30. - Meetings and quorum.

The multi-modal transportation board shall hold meetings at such time and place as may be established by the board. Special meetings may be called by the secretary at the written request of the chair or any three members of the board on at least two days' notice. A quorum for the transaction of business at the regular and special meetings shall be four appointed members and at least one ex officio member or their designated representative.

(Ord. No. 2138, 2-10-14)

Sec. 110-31. - Scope of authority.

The multi-modal transportation board is a non-administrative board serving solely in an advisory capacity. In that capacity the board may make recommendations to the city commission but may not assume any legislative or administrative authority of the city commission or any department or board

established by the city commission except as specifically provided in this chapter. The multi-modal transportation board is not authorized to expend city funds.

(Ord. No. 2138, 2-10-14)

Sec. 110-32. - Purpose and duties.

The purpose of the multi-modal transportation board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the multi-modal transportation plan, including reviewing project phasing and budgeting. In furtherance of its purpose, the board shall endeavor to provide the following:

- (1) Advice on the implementation of the city's multi-modal transportation plan to the city commission.
- (2) Review of the multi-modal transportation plan to assure that it remains current with citywide multi-modal transportation movements and regional transportation plans and initiatives.
- (3) An objective and technical multi-modal evaluation of plans for all road reconstruction and road resurfacing projects, sidewalk and pedestrian crossing projects, intersection or bridge projects, bicycle and transit facility improvement projects.
- (4) An objective and technical evaluation of transportation issues brought to the attention of or identified by the board.
- (5) An objective and technical evaluation of the transportation plan submitted for proposed development or redevelopment, as referred to the board by the planning board.
- (6) An objective and technical multi-modal evaluation of site plans submitted for proposed development or redevelopment, as referred to the board by the planning board.
- (7) An objective and technical multi-modal evaluation of any ordinance amendments related to transportation issues, as referred to the board by the planning board or city commission.
- (8) The application of accepted transportation engineering practices, multi-modal transportation planning and complete streets practices and national standards, including those published by the American Association of State Highway and Transportation Officials, in solving and preventing transportation problems.
- (9) Objective and technical recommendations regarding transportation engineering safety issues to the city commission.
- (10) A forum for the voluntary coordination of groups interested in transportation issues.
- (11) A forum to review and decide appeals of administrative decisions made by the police department on transportation-related regulatory requests under article VII of this chapter.

(Ord. No. 2138, 2-10-14)

Secs. 110-33—110-55. - Reserved.



MEMORANDUM

City Manager's Office

DATE: October 24, 2022

TO: City Commission

FROM: Thomas M. Markus, City manager

SUBJECT: Notice of Intention to Appoint Board members to the Birmingham Shopping District Board of Directors

INTRODUCTION:

Three members of the Birmingham Shopping District Board of Directors have terms expiring on November 16, 2022. With the concurrence of the Commission, the City Manager intends to re-appoint Amy Pohlod to the BSD Board for a four-year term, expiring November 16, 2026.

BACKGROUND:

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

Pursuant to Ordinance 1534, the City Manager has the authority to appoint members to the Birmingham Shopping District with the concurrence of the City Commission.

Of the 3 Board Members with terms ending only one candidate applied for re-appointment to the Birmingham Shopping District Board, Amy Pohlod. Two other board members, Geoffrey Hockman and Jessica Lundberg chose not to re-apply. The City Manager thanks these members for their service on the Birmingham Shopping District Board. The City Manager seeks to re-appoint Amy Pohlod, who has interest in property located in the District.

After term expirations, there will be 2 openings on the Birmingham Shopping District board. The Clerk's office will continue to receive applications for these positions, which will then be forwarded to the City Manager for review.

LEGAL REVIEW:

The City Attorney has reviewed this item and has no concerns to the process.

FISCAL IMPACT:

This item has no fiscal impact.

PUBLIC COMMUNICATIONS:

Notice for intention to appoint to the Birmingham Shopping District Board occurred at the September 12, 2022 City Commission meeting. The Clerk's Office contacted members with terms expiring and informed them to submit an application if they wish to re-apply for another term. The Board openings were publicized in the City Manager's report, in the Around Town e-newsletter, and on the Boards and Commissions webpage.

SUMMARY:

The City Commission is being asked to concur with the City Managers recommendation to appoint Amy Pohlod to the Birmingham Shopping District to serve a 4-year term expiring November 16, 2026. With no other applicants at this time, the Board will have 2 vacancies until filled.

ATTACHMENTS:

- Birmingham Shopping District Board Roster
- Attendance for the BSD
- Amy Pohlod's Application
- Birmingham Shopping District Ordinance

SUGGESTED COMMISSION ACTION:

To make a motion to concur with the City Manager's appointment of Amy Pohlod to the Birmingham Shopping District Board, who has an interest in property in the district, to serve for a 4-year term expiring November 16, 2026.



BIRMINGHAM SHOPPING DISTRICT BOARD

Ordinance 1534 - Adopted September 14, 1992

The Board shall consist of 12 members as follows:

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

4-Year Terms

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Astrein	Richard	(248) 399-4228	11/16/1992	11/16/2025
13125 Ludlow		(248) 644-1651	Interest in Property Located in District	
Huntington Woods	48070	<i>richard@astreins.com</i>		
Eid	Samy	(248) 840-8127	11/14/2016	11/16/2025
2051 Villa, Apt. 303			Interest in Property Located in District	
Birmingham	48009	<i>samyeid@mac.com</i>		
588 S. Old Woodward				
Birmingham	48009			
Fehan	Douglas	(248)705-3000		
			Director Emeritus	
		<i>godug@aol.com</i>		

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Hockman PO Box 936 Birmingham	Geoffrey 48012	(248) 431-4800 <i>jeff.hockman.mec@gmail.com</i>	11/16/1992 Business Operator	11/16/2022
Kay 168 South Old Woodward Birmingham	Zachary 48009	(248) 220-4999 <i>zak@shopfoundobjects.com</i>	7/9/2018 Business Operator	11/16/2023
Lipari 359 Ferndale Birmingham	Sarvy 48009	(248) 321-8895 <i>srilipari@gmail.com</i>	5/10/2021 District Resident	11/16/2024
Lundberg 494 Whippers In Court Bloomfield Hills 210 S. Old Woodward Birmingham	Jessica 48304 48009	(248) 766-8696 <i>jessica@rivagedayspa.com</i>	12/9/2019 Business Operator	11/16/2022
Markus 151 Martin Birmingham	Tom 48009	(248) 530-1809 <i>Tmarkus@bhamgov.org</i>	 City Manager	2/22/2222

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
McKenzie 2123 Windemere Birmingham	Michael 48009	(312) 785-4906 <i>mike_mckenzie@mac.com</i>	11/23/2020 Resident from Adjacent neighborhood	11/16/2023
Pohlod 1360 Edgewood Birmingham	Amy 48009	(248) 219-5042 <i>amypohlod@hotmail.com</i>	7/25/2016 Interest in Property Located in District	11/16/2022
Quintal 880 Ivy Lane Bloomfield Hills	Steven 48304	248-642-0024 <i>steve@fullercentralpark.com</i>	12/8/2003 Member greater than 5% total sq ft in SAD 1.	11/16/2023
Roberts 410 Whippers in Court Bloomfield Hills	William 48304	(248) 463-8606 (248) 646-6395 <i>BR@RobertsRestaurantGroup.com</i>	11/10/1997 Business Operator	11/16/2025
Surnow 320 Martin, Ste. 100 Birmingham	Sam 48009	(248) 877-4000 (248) 865-3000 <i>sam@surnow.com</i>	11/23/2015 Interest in Property Located in District	11/16/2023

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Birmingham Shopping District

Year: 2022

Members Required for Quorum: 7

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG 4/23	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Richard Astrein	CP	P	P	P	P	P	NM	P	A						6	1	86%
Samy Eid	CP	P	P	A	P	P	NM	P	P						6	1	86%
Geoffrey Hockman	CP	P	P	P	P	P	NM	P	A						6	1	86%
Zachary Kay	CP	P	P	P	P	P	NM	P	P						7	0	100%
Sarvy Lipari	CP	P	P	P	P	P	NM	P	P						7	0	100%
Jessica Lundberg	CP	P	P	P	P	A	NM	P	P						6	1	86%
Tom Markus	CP	P	P	P	P	P	NM	P	P						7	0	100%
Mike McKenzie	CP	A	P	P	P	P	NM	P	P						6	1	86%
Amy Pohlod	CP	P	P	A	P	P	NM	A	P						5	2	71%
Steve Quintal	CP	P	P	P	P	A	NM	P	P						6	1	86%
Bill Roberts	CP	A	P	P	P	P	NM	P	P						6	1	86%
Sam Surnow	CP	P	P	A	P	P	NM	P	A						5	2	71%
Reserved															0	0	#DIV/0!
Doug Fehan	CP	P	P	P	P	P	A	A	A						5	3	63%
Present or Available	12	10	12	9	12	10	0	11	9	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

APPLICATION FOR CITY BOARD OR COMMITTEE

Submitted 9/13/22

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

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

(Please print clearly)

Board/Committee of Interest Birmingham Shopping District Board

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

Name Amy Pohlod

Phone 248-219-5042

Residential Address 13100 Edgewood Rd

Email * amypohlod@hotmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 16 years

Business Address 912 S. Old Woodward

Occupation Self

Business City, Zip Birmingham, MI 48009

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

been on the BSD Board for about 5 years. Currently Chair of the Board. Owned business in BSD, live in Birmingham, own property in BSD.

List your related employment experience Accounting/audit experience w/ Arthur Anderson. IT Director & HR Director at Handleman Co. Owned Bridal Couture.

List your related community activities Participation on BSD. Member of Special Events comm for 2 years. Currently Co-Chair of Maintenance & Cap Improve Committee. Chair of Marketing Committee prior to Chair of Board.

List your related educational experience Accounting, Michigan State University

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

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

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

Amy Pohlod
Signature of Applicant

09/13/2022
Date

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

Updated 3/24/2021

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BIRMINGHAM CODE OF ORDINANCES – CHAPTER 82

DIVISION 2. - SHOPPING DISTRICT BOARD

Sec. 82-91. - Created.

A shopping district board is hereby created and shall exercise its powers within the boundaries of the principal shopping districts established by the city commission.

(Code 1963, § 1.801; Ord. No. 1541, § 1.801, 11-23-92)

Sec. 82-92. - Composition; appointment.

- (a) The shopping district board shall consist of 12 members. One member shall be the city manager, one shall be a resident of an area designated as a principal shopping district, and one shall be a resident of an adjacent residential area. A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district.
- (b) The board shall be appointed by the city manager with the concurrence of the city commission. However, if all the following requirements are met, a business may appoint a member of the board, which member shall be counted toward the majority of members required to be nominees of businesses located within a principal shopping district:
 - (1) The business is located within a principal shopping district.
 - (2) The business is located within a special assessment district established by the city commission to defray all or a portion of the costs of the board's activities under this article.
 - (3) The special assessment district is divided into special assessment rate zones reflecting varying levels of special benefits.
 - (4) The business is located in the special assessment rate zone with the highest special assessment rates.
 - (5) The square footage of the business is greater than five percent of the total square footage of businesses in the special assessment rate zone.

If a member is appointed by a business meeting the requirements of this section at a time all 12 positions on the board are filled, the city commission shall, by resolution, remove one or more members of the board in order that its membership not exceed 12 in number.

(Code 1963, § 1.801; Ord. No. 1541, § 1.801, 11-23-92)

Sec. 82-93. - Terms.

Of the members first appointed to the shopping district board, an equal number of the members, as near as practicable, shall be appointed for one-year, two-year, three-year and four-year terms. A member shall hold office until the member's successor is appointed. Thereafter, each member shall serve for a term of four years. An appointment to fill a vacancy shall be made by the city manager, with the concurrence of the city commission, for the unexpired term only.

(Code 1963, § 1.802; Ord. No. 1534, § 1.802, 9-14-92)

Sec. 82-94. - Organization and compensation.

The shopping district board shall, from its appointed members, elect a chairperson who shall be the presiding officer of the board, and a vice-chairperson, who shall serve in the absence of the chairperson. A secretary, who shall keep and maintain proceedings of the board, shall be appointed by the board. The secretary need not be a member of the board. The officers shall each serve for one year and until their successors have been elected by the board. Members shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

(Code 1963, § 1.803; Ord. No. 1534, § 1.803, 9-14-92)

Sec. 82-95. - Meetings and quorum.

The shopping district board shall hold at least one regular public meeting each month at such time and place as may be established by the board. Public notice of the time, date and place of all meetings shall be given in the manner required by the Open Meetings Act (MCL 15.261, MSA 4.1800(11) et seq.). Special meetings may be called by the secretary at the written request of the chairperson or any three members of the board on at least two days' notice. A quorum for the transaction of business at regular and special meetings shall be a majority of the current members of the board.

(Code 1963, § 1.804; Ord. No. 1534, § 1.804, 9-14-92)

Sec. 82-96. - Records and budget.

The shopping district board shall keep minutes of its meetings and records of all expenses incurred by it in the performance of its duties. The board shall prepare and submit annually for approval of the city commission a budget for its activities for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments.

(Code 1963, § 1.805; Ord. No. 1534, § 1.805, 9-14-92)

Sec. 82-97. - Goal and powers.

- (a) The goal of the shopping district board shall be to promote economic activity in the principal shopping districts of the city by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. In furtherance of its goal, the board may recommend to the city commission that the city undertake one or more of the following in a principal shopping district:
- (1) Open, widen, extend, realign, pave, maintain or otherwise improve highways and construct, reconstruct, maintain or relocate pedestrian walkways.
 - (2) Prohibit or regulate vehicular traffic where necessary to carry out the purposes of a development or redevelopment project.
 - (3) Regulate or prohibit vehicular parking on highways.
 - (4) Acquire, own, maintain or operate off-street parking lots or structures.
 - (5) Contract for the operation or maintenance by others of city off-street parking lots or structures, or appoint agents for the operation or maintenance of those lots or structures.
 - (6) Construct, maintain and operate malls with bus stops, information centers and other buildings that will serve the public interest.

- (7) Acquire by purchase, gift or condemnation, and own, maintain, or operate real or personal property necessary to implement the goals of the board.
- (8) Provide for the maintenance, security and operation of a district.
- (b) The board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the city commission from the financing methods specified in this article.

(Code 1963, § 1.806; Ord. No. 1534, § 1.806, 9-14-92)



NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, October 24, 2022, the Birmingham City Commission intends to appoint one regular member to the Museum Board to serve the remainder of 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 19, 2022. 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.

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria Shall be qualified electors of the City and members of the Birmingham Historical Society	Qualifications
Alexandra Harris	Qualified Elector and Member of BHS	Current Museum Board Alternate, Art Background
Caroline Ashleigh	Member of BHS*	Art Appraiser, Historian

**not a current qualified elector as of printing, but is eligible and is scheduled to complete registration by Commission meeting date*

SUGGESTED ACTION:

To appoint_____ to the Museum Board as a regular member to serve the remainder of a three-year term to expire July 5, 2023.



MUSEUM BOARD

Chapter 62 - Section 62-26

Terms - Three years - expiring first Monday in July

Eight Members: Six are electors and appointed by city commission
 One member is an Alternate
 One is owner of a business and appointed by the city manager

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.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Barrett	Kristy Hull	(248)504-1981	4/2/2022	7/5/2023
915 Harmon St		<i>kristybarrett1@yahoo.com</i>	Regular Member	
Erickson	Bev	(248) 561-4178	7/26/2021	7/5/2024
1841 Maryland		<i>beverickson@comcast.net</i>	Regular Member/BHS/Friends	
Harris	Alexandria	(248) 686-4077	7/26/2021	7/5/2023
2600 Buckingham		<i>akharrisart@gmail.com</i>	Alternate/BHS	

BIRMINGHAM HISTORICAL MUSEUM & PARK, 556 West Maple, Birmingham, MI 48009
phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Hughes 915 Kennesaw	Patrick J	(248)417-0470 <i>phughes@brickstory.com</i>	9/23/2019 City manager Appointee/Business Owner	7/5/2025
Keefer 505 E. Lincoln #4	Judith	(248)249-0996 <i>jlw2014@gmail.com</i>	7/11/2016 Regular Member/BHS	7/5/2025
Logue 2010 Buckingham	Marty	(248) 649-4921 <i>gtfieros@comcast.net</i>	9/26/2011 Regular Member/BHS/Friends	7/5/2023
Shell 1121 Northlawn	Jay R.	(248) 890-6333 <i>jay.shell@gmail.com</i>	8/9/2021 Regular Member/BHS/Friends	7/5/2024
Snyder Seaholm High School	Jordan		2/28/2022 Student representative	12/31/2022
Vacant			Regular Member	7/5/2023

BIRMINGHAM HISTORICAL MUSEUM & PARK, 556 West Maple, Birmingham, MI 48009
 phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
 Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

MUSEUM BOARD CITY BOARD/COMMITTEE ATTENDANCE RECORD

Year: 21-22

4

MEMBER NAME	2021 JULY	AUG	SEPT	OCT	NOV	DEC	2022 JAN	FEB	MAR	APR	MAY	JUNE	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Patt, Jacquie	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			3	0	100%
Dixon, Russ	*P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	0	#DIV/0!
Keefer, Judith	P	P	P	P	A	P	P	P	A	P	P	A			9	3	75%
Krizanic, Tina	A	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	1	0%
Logue, Marty	P	P	P	P	P	P	P	P	P	P	P	P			12	0	100%
Rosso, Caitlin	P	A	P	P	A	P	A	A	P	A	P	A			6	6	50%
Erickson, Bev	NA	P	P	P	P	A	P	A	A	P	A	P			7	4	64%
Hughes, Pat	P	A	A	P	P	P	P	A	P	P	A	A			7	5	58%
Shell, Jay	NA	NA	P	P	P	P	P	P	A	P	P	A					
Barrett, Kristy	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P					
ALTERNATE MEMBER																	
Harris, Alexandra	NA	P	P	P	P	P	P	P	P	P	P	P			11	0	100%
Present or Available	5	5	6	7	5	6	6	4	4	6	6	4	0	0			

KEY:

* Meeting was held on July 1, 2021. Retiring members still considered in FY 20-21 until AFTER July 1. Therefore attendance for FY 21-22 officially begins in August

MUSEUM BOARD ATTENDANCE RECORD

Year: 22-23

4

MEMBER NAME	2022 JULY	AUG	SEPT	OCT	NOV	DEC	2023J AN	FEB	MAR	APR	MAY	JUNE	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absen t	Percent Attended Available
REGULAR MEMBERS																	
Keefer, Judith	NA*	A	A												0	2	0%
Logue, Marty	NA*	P	P												2	0	100%
Rosso, Caitlin	NA*	A	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	1	0%
Erickson, Bev	NA*	A	P												1	1	50%
Hughes, Pat	NA*	P	P												2	0	100%
Shell, Jay	NA*	P	P														
Barrett, Kristy	NA*	P	P														
ALTERNATE MEMBER																	
Harris, Alexandra	NA*	P	P												2	0	100%
Present or Available	NA	5	6	0	0	0	0	0	0	0	0	0	0	0			

KEY:

*No meeting was held in July, 2022.

APPLICATION FOR CITY BOARD OR COMMITTEE

Submitted 9/29/22

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

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

(Please print clearly)

Board/Committee of Interest Birmingham Museum

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

Name Alexandra Harris

Phone 248-686-4077

Residential Address 2600 Buckingham

Email * akharrisart@gmail.com

Residential City, Zip Birmingham, 48009

Length of Residence 25 years

Business Address _____

Occupation Artist, barista, crossing guard

Business City, Zip _____

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

I am thankful to live here in Birmingham and am eager to help others to appreciate the rich and interesting history of our town

List your related employment experience Engagement with the community - B'ham Crossing guard, 15 years
& families - Shabbat School Coordinator - 10 years

List your related community activities I am a walker and bicyclist and enjoy meeting neighbors and making friends about town.

List your related educational experience Southfield High School, Univ. of Michigan - Bachelors of Art
Alhance Francaise - Paris

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

Alexandra Harris
Signature of Applicant

September 28 2022
Date

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

Updated 11/18/2020

*By providing your email to the City, you agree to receive 3D & notifications from the City. If you do not wish to



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest MUSEUM BOARD

Specific Category/Vacancy on Board REGULAR OR ALTERNATE (see back of this form for information)

Name CAROLINE ASHLEIGH

Phone 248.613.4056

Residential Address 800 E. LINCOLN ST

Email * INFO@APPRAISEYOURART.COM

Residential City, Zip BIRMINGHAM, 48009

Length of Residence 1993 to PRESENT

Business Address 1221 BOWERS ST. #1808

Occupation ART APPRAISER/HISTORIAN

Business City, Zip BIRMINGHAM, 48012

WEBSITE: APPRAISEYOURART.COM
CAROLINE ASHLEIGH.COM

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

* PLEASE SEE ATTACHED CV

List your related employment experience _____

* PLEASE SEE ATTACHED CV

List your related community activities _____

* PLEASE SEE ATTACHED CV

List your related educational experience _____

* PLEASE SEE ATTACHED CV

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

Caroline Ashleigh
Signature of Applicant

October 1, 2022
Date

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

Updated 11/18/2020

*By providing your email to the City, you agree to receive 3D & notifications from the City. If you do not wish to receive these messages you may unsubscribe at any time

Appraiser's Qualifications

CAROLINE ASHLEIGH, AAA*, ISA-AM*, NAA*

Appraisal Experience

Specific expertise in Personal Property valuation in the preparation of Mass Appraisals and IRS appraisals for private collectors, estates, fiduciaries, foundations, galleries, and museums for insurance and IRS purposes. Specialty areas include: fine and decorative art, celebrity memorabilia, folk art, collectibles, textiles, documents, books and manuscripts, antiquities, and luxury accessories

Education

USPAP Compliant Appraiser through 2024

Uniform Standards of Professional Appraisal Practice-Tested & Passed: 1997, 2007, 2012, 2014, 2016, 2018, 2022

New York University New York, New York - Graduate of Appraisal Studies in Fine and Decorative Arts

University of Colorado at Boulder/Worcester College at Worcester

Bachelors of Art, Art History/Education/Summa Cum Laude

Professional Affiliations, Accreditations and Designations

Appraisers Association of America (AAA), Certified Member*

International Society of appraisers (ISA), Accredited Member*

National Auctioneers Association, (NAA), Former Member*

Art & Antiques Advisors

Arts & Antiques Aficionados

Art Insurance Advisors Group

Art Professionals Worldwide

Expert Witness Network

Film and TV Professionals

Fine Art Professionals & Collectors

High Value Personal Property Experts

PBS's *Antiques Roadshow* & *HG-TV* Senior Appraiser

Trusts and Estates Network

Ms. Ashleigh is a graduate of New York University in Appraisal Studies in Fine and Decorative Arts, and is a Certified Member of the Appraisers Association of America since 1995 and a former Accredited Member in good standing of the International Society of Appraisers, as well as, a former Member in good standing of the National Auctioneers Association of America. She has served as Co-Chairman of the National Conference Committee and Midwest Regional Representative of the Appraisers Association of America. She is a current USPAP (Uniform Standards of Professional Appraisal Practice) Compliant Appraiser since 1997, and has completed specialized training in Art Crime Investigation by the founder of the FBI Art Crime Team, and has completed Expert Witness Training. She is a current Advisory Board Member of Find Art Experts.com and Art Curator for several major private collections.

Ms. Ashleigh's career began in the museum world as a member of the Educational Department staff and Docent Board of Directors of the Detroit Institute of Arts in Detroit, Michigan, and Cranbrook Academy of Art in Bloomfield Hills, Michigan. She became involved in art appraising and founded Caroline Ashleigh Appraisers and Auctioneers, where she catalogued important collections, estates, archives, and served as an expert in court cases. She has worked closely with major museums and foundations, and served as a consultant to several major auction houses including Sotheby's, Doyle Auctioneers in New York, Leslie Hindman Auctioneers in Chicago, and as Consignment Director and Personal Auction Concierge at Heritage Auctions in Dallas, Texas. She is a nationally known appraiser and has regularly appeared on the PBS program *Antiques Roadshow* since 1996, and as an art expert on HG-TV. Ms. Ashleigh lectures extensively on connoisseurship and is a columnist and author on art and antiques. She is a contributing author on arts and antiques to the *Antiques Roadshow Collectibles Primer*, the *Antiques Roadshow Insider Magazine*; *Art and Antiques Magazine*; *All About Appraising: The Definitive Appraisal Handbook*; *Antiques Roadshow - Behind the Scenes*; and *Warman's Antiques & Collectibles Price Guides - 43rd and 44th Editions*. She has been the subject of feature presentations in the *New York Times*, *Art and Antiques Magazine*, *Forbes Magazine*, *Crains Business*, *Hour Magazine*, and served as consultant to *CBS News*, "Inside Edition" on the subject of fakes and frauds. She is the author of *Warman's Field Guide* published in 2010, and worked with New York University and the Appraisers Association of America to develop online accredited courses for appraisers and specialized exams for certification purposes.

Caroline Ashleigh Associates, LLC received the Best of Birmingham Award in the Auctioneers and Appraisers category for a company that achieved exceptional marketing success through the implementation of programs that generate competitive advantages and demonstrable success by setting benchmarks in the small business community. Caroline Ashleigh Associates, LLC was also selected for the Michigan Excellence Award amongst its peers and competitors by the Small Business Institute for Excellence in Commerce for upholding business ethics and company values.

ARTICLE II. - MUSEUM BOARD

*Footnotes:**--- (2) ---***Editor's note**— *Ord. No. 2005, adopted January 25, 2010, amended article II in its entirety to read as herein set out.**Formerly, article II pertained to the historical board, and derived from the Code of 1963, §§ 1.201—1.210, and Ord. No. 1719, adopted December 20, 1999.***Cross reference**— *Boards and commissions, § 2-171 et seq.*

Sec. 62-26. - Establishment; composition.

- (a) There is hereby established the museum board for the city which shall consist of seven members who shall serve without compensation. Six of the members shall be appointed by the city commission and shall be qualified city electors. One member shall be the owner of a business located in the city to be appointed by the city manager with the concurrence of the city commission (need not be a resident). A majority of the members of the museum board shall also be members of the Birmingham Historical Society.
- (b) In addition to the seven members of the museum board, the city commission shall appoint one alternate member to serve a term of three years, who shall be a qualified city elector.

(Ord. No. 2005, 1-25-10; Ord. No. 2349, 7-20-20)

Sec. 62-27. - Terms of members.

Each member shall be appointed for a term of three years ending on the first Monday of July of the third year after appointment, or upon the appointment of his successor, whichever is later, except that in the first instance three of the members shall be appointed for a one-year term and two shall be appointed for two-year terms. Members of the museum board shall hold office at the pleasure of the city commission. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.

(Ord. No. 2005, 1-25-10)

Sec. 62-28. - Organization.

The museum board shall elect a chairman from its membership annually at its first meeting after the first Monday of July. The city clerk shall be a nonvoting ex officio member of the museum board and shall serve as its secretary; and the city treasurer shall be a nonvoting ex officio member of the museum board and shall serve as its treasurer.

(Ord. No. 2005, 1-25-10)

Sec. 62-29. - Meetings.

The museum board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the museum board. Special meetings may be called by the secretary on the written request of the chairman or any three members of the museum board on at least two days' notice. The museum board shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The museum board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

Sec. 62-30. - Expenditures.

The museum board shall have the power to expend such funds as may from time to time be appropriated to it by the city commission or otherwise received by it for the purpose of carrying out the powers and duties of the museum board. An account of all its receipts and expenditures shall be maintained which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

Sec. 62-31. - Powers and duties.

- (a) Mission statement. 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.
- (b) In general, it shall be the duty of the museum board to:
 - (1) Collect, arrange, catalogue and preserve historical material including books, pamphlets, maps, charts, manuscripts, papers, records and archives, paintings, statuary and other objects and materials relating to the history of the city and the surrounding area;
 - (2) Procure and preserve narratives of the residents of such area;
 - (3) Collect material of every description relative to the history, and culture of our Oakland County Native American tribes;
 - (4) Collect, prepare and display objects indicative of the life, customs, dress and resources of the residents of this area; and
 - (5) Make available from time to time source materials and historical studies relative to and illustrative of the history of the area.
- (c) The museum board shall have the power, with the assistance of all city public officials, to collect from the public offices in the city reproductions of any records, files, documents, books and

papers which, in the opinion of the museum board are of historical value.

(d) The museum board shall have the power to develop, operate and maintain the 1928 Allen House, 1822 John West Hunter House and John West Hunter Memorial Park, as part of the Birmingham Museum, as a museum and to serve as an advisory authority exercising control and management over this cultural resource.

(e) The museum board shall have the power to raise funds for the exercise of its powers and duties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

Sec. 62-32. - Executive director.

There shall be an executive director who shall be an employee of the city. The executive director shall, among other duties as established by the museum board, operate and manage the museum. The executive director shall report to the museum board and shall be appointed, removed and supervised by the city manager. The executive director shall attend all meetings of the museum board.

(Ord. No. 2005, 1-25-10)

Sec. 62-33. - Reports.

The museum board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Birmingham Museum for the preceding 12 months. The museum board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the museum board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of the Birmingham Museum and any of its activities or properties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

Sec. 62-34. - Budget.

The executive director, on behalf of the museum board, will submit a complete itemized budget for the ensuing fiscal year to the city manager based on guidelines established in the city budgetary process.

(Ord. No. 2005, 1-25-10)

Sec. 62-35. - Protection of property.

No person shall take, use, or occupy any property under the control of the museum board except in accordance with such rules and regulations governing such as may from time to time be prescribed by the museum board.

**Birmingham City Commission
Special Meeting Minutes
Workshop
Monday, October 3, 2022
6:00 p.m.**

Vimeo Link: <https://vimeo.com/751471923>

Workshop Session

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to participate in a discussion regarding Sustainability and Leaf Blowers.

I. Call to Order

Therese Longe, Mayor

II. Roll Call

City Clerk Bingham called the roll.

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

Absent: Commissioner Baller
Commissioner McLain

Staff: City Manager Markus; City Clerk Bingham, City Planner Blizinski, Planning Director Dupuis, City Attorney Kucharek

III. Presentation & Discussion

CM Markus introduced the workshop.

PD Dupuis and CP Blizinski presented.

Sustainability

In reply to Commission inquiry, staff explained:

- It was recommended that positions on the Sustainability Board (the Board) not be limited to certain career types. The interview process would help the Commission discern appropriate appointments to the Board;
- While the Board could be both proactive in addressing sustainability issues and reactive to the Commission's recommendations, the charge of the Board would ultimately be a policy decision by the

Commission;

- Creating a Sustainability Plan alongside the Board would be appropriate and both in conjunction will allow sustainability to be more of a priority in the City;
- The Board could also be tasked with engaging young people and the community at large with the City's sustainability efforts. Projects like building a City rain garden or pulling garlic mustard along the Rouge River are two preliminary projects in which younger people could be involved. Scouts and high school students looking for volunteer credits are two groups of younger people likely to be interested;
- The Board's mission could be altered as the Board evolves;
- Given the breadth of the topic of sustainability, it would be more appropriate to create a permanent board on the topic than an ad hoc one;
- Residents would be welcome to provide comment on the Board's proposed structure and focus before the Board begins recruiting;
- Since it is easier to pass resolutions than it is ordinances, the initial phases of the Board could be shaped via resolution. That way the Board would have time to grow before it is enshrined in ordinance;
- The Board could also formalize a working relationship with the Oakland County Sustainability Director;
- Down the line, it may be worth creating a position for a Sustainability Director that could be shared among a few communities; and,
- Staff would return with a recommended resolution.

Commissioner Schafer expressed enthusiasm for increasing sustainability efforts in the City. She concurred with staff's recommendation that the Board not be limited to certain career types. She noted that the Multi-Modal Transportation Board regularly has consultants who educate its members on different transit-related topics, and suggested that the Sustainability Board could possibly benefit from similar education. She said that the Sustainability Board could possibly meet with sustainability staff or board members from nearby municipalities to learn more about their experiences.

The Mayor agreed that the Board would allow the City to focus on sustainability. She said the Board could review and recommend options from local and best practices on a more regular basis than the Commission presently does.

Leaf Blowers

The Mayor recommended there be quiet hours for all users to follow and an educational plan on the detriments of gas and oil powered leaf blowers. She suggested that the City should also recommend that gas and oil powered leaf blowers be replaced with electric leaf blowers when they need to be replaced since the City is likely to further restrict the use of gas and oil powered leaf blowers in the future.

CM Markus said he would like to know the difference in productivity between gas and oil powered leaf blowers and electric ones.

PD Dupuis said he would enquire with Ferndale about whether they have any leaf blower restrictions.

In reply to the Mayor, CA Kucharek clarified that the ordinance restricts various types of noise to certain times of day for both residents and contractors.

It was discussed that the Commission could: change the times of day in the ordinance, prohibit production of certain types or levels of noise within certain areas of the City, expand the types of noise limited, and/or add

in holiday time restrictions if desired.

CM Markus noted that decibel measurements are a difficult criterion for enforcement and said there are likely better criteria.

Commissioner Haig noted that decibels are a standardized metric and said the City would have to choose a similarly standardized metric. He also raised concerns about prohibiting certain types of noise on Sundays or religious holidays. He said that changing from gas and oil powered leaf blowers to electric ones just changes the audio frequency of the noise produced. He also said that phasing out the gas and oil powered leaf blowers is unlikely because high-quality ones rarely need replacements.

The Mayor said that looking at other municipalities' regulations could help Birmingham determine appropriate regulations.

IV. Public Comment

V. Adjourn

Mayor Longe adjourned the meeting at 7:05 p.m.

Alexandria Bingham
City Clerk



Laura Eichenhorn
City Transcriptionist

Birmingham City Commission Minutes

October 3, 2022

Municipal Building, 151 Martin

7:30 p.m.

Vimeo Link: <https://vimeo.com/751471923>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

City Clerk Bingham called the roll.

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

Absent: Commissioner Baller

Staff: City Manager Markus; City Clerk Bingham, Planning Director Dupuis, City Attorney Kucharek

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

Announcements

- The City continues to recommend the public wear masks while attending City meetings. All City employees, commissioners, and board members must wear a mask during meetings because adequate ventilation cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The initial mailing of absentee ballots have been sent out by the Clerk's Office last week. If you know you have applied for an absentee ballot and have not received one yet, please contact the office for assistance. If you would like to request an absentee ballot and have not submitted an AV Ballot Application, you can do so at mi.gov/vote. Return your absentee ballot to the clerk's office as soon as possible via drop box or mail. To review your specific voting information and preview your ballot visit mi.gov/vote. The online and mail voter registration deadline is October 24. After October 24th new voters must register in person at the clerk's office.
- This Saturday, October 8th, from 1pm to 4pm, the Birmingham Fire Department will be hosting their annual open house. The day will be filled with many fire education opportunities, including a live vehicle extrication demonstration. This kid-friendly event will have face painting, popcorn, hot dogs, firehouse chili, and much more. The open house will take place at Station 1, located at 572 S. Adams Rd.

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

V. CONSENT AGENDA

10-247-22 Consent Agenda

The following items were pulled from the Consent Agenda:

Public: Item S – Set Public Hearing for 100 Townsend – Townsend Hotel – Special Land Use Permit Amendment (Ownership Change)

MOTION: Motion by MPT Boutros, Commissioner Host:
To approve the Consent Agenda excluding Item S.

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

Nays, None

- A. Resolution to approve the City Commission meeting minutes of September 12, 2022.
- B. Resolution to approve the City Commission workshop meeting minutes of September 14, 2022.
- C. Resolution to approve the City Commission meeting minutes of September 19, 2022.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 21, 2022, in the amount of \$1,860,098.38.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 28, 2022, in the amount of \$1,168,834.75.
- F. Resolution appointing election inspectors, absentee voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the November 8, 2022 State Primary Election pursuant to MCL 168.674, and further grant the City Clerk the authority to make emergency appointments of qualified candidates should circumstance warrant in order to maintain adequate staffing in the various precincts, counting boards and receiving boards.

And

Authorize the use of the Oakland County absent voter counting board for the purpose of processing absent voting ballots on November 8, 2022, as prescribed in the terms and responsibilities previously agreed upon at the July 12, 2020 meeting by Commission resolution 07-120-20.

- G. Resolution designating Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Caitlin Donnelly, and Police Chief Mark Clemence as proxy representatives of Election Commissioners Mayor Therese Longe, Mayor Pro Tem Pierre Boutros, Commissioner Clinton Baller, Commissioner Brad Host, Commissioner Andrew Haig, Commissioner Elaine McLain, and Commissioner Katie Shafer, to conduct the Public Accuracy Tests of the electronic tabulating

equipment which will be used to count votes at Birmingham Precincts during the November 8, 2022 election.

- H. Resolution to designate City Engineer Melissa Coatta as the Street Administrator for the City of Birmingham in all transactions with the State Transportation Department as provided in Section 13 of Act 51.
- I. Resolution to approve the interlocal agreement between the City and Oakland County for a \$100,000 Local Government Critical Infrastructure Planning grant award. In addition, authorize the City Engineer to sign the interlocal agreement on behalf of the City and the City Clerk to witness. Funding for this project has been budgeted in accounts 590.0-537.000-811.0000 and 591.0-544.000-811.0000.
- J. Resolution confirming the City Manger's emergency authorization for the expenditure to replace the brakes on Ladder 1 for the cost not to exceed \$23,106.17 to be charged to the Fire Apparatus Maintenance account #101.0-336.000-933.0100.
- K. Resolution to approve the FY 2023 Emergency Management Performance Grant Work Agreement and accept the awarded FY 2022 EMPG funds totaling \$37,610.00 Further, to direct the Mayor to sign the agreements on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant and to authorize the Fire Chief as the sub-recipient authorized representative in order to sign any related EMPG documents on the City's behalf.
- L. Resolution to approve the purchase of two (2) Toro Greensmaster Mowers as quoted from Spartan Distributors, a provider of specialized golf course equipment, located at 1050 N Opdyke Rd, Auburn Hills, MI 48326, through OMNIA Cooperative Purchasing Agreement #2017025, in the amount not to exceed \$82,121.52 for both mowers. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.
- M. Resolution to purchase a density meter sensor needed to repair the brine maker in the amount not to exceed \$7,321.79 from Casper's Truck Equipment. Funds for this purchase are available in the Equipment Maintenance Fund, account #661.0-441.006-933.0200.
- N. Resolution to approve the purchase agreement with CMP Distributors, Inc. for (15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic Panels to include (1) Hi-Lite Concealable Carrier with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point Blank 7" x 10" Multi-curve Speed Plates in the amount not to exceed \$12,435.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account 101-0.301.000-743.0000.
- O. Resolution recognizing DESIGNCONNECT, 512 Graten Street, Birmingham, MI 48009 as a 501(c)(3) non-profit organization for the purpose of obtaining a State of Michigan Gaming License with the State of Michigan Charitable Gaming Division. Furthermore, authorizing the City Clerk to complete the Qualification Information Form, forwarding it to the Charitable Gaming Division, Lansing, Michigan.
- P. Resolution to approve the request of Essco of Birmingham, LLC to transfer ownership in the escrowed Class C & SDM License located at 210 S. Old Woodward, Suite 100, Birmingham, Oakland County, Michigan to Zana Hospitality, LLC. Additionally, Zana Hospitality, LLC also requests a new Sunday Sales Permit (AM), New Sunday Sales Permit (PM) for the Class C – Spirits and Mixed Spirit Drink (PM), New Sunday Sales Permit (PM) for the SDM License – Mixed Spirit Drink, a New Catering Permit, a New Outdoor Service Area and a New Dance-Entertainment Permit.

Furthermore, to authorize the City Clerk to complete the Local Approval Notice at the request of Essco of Birmingham, LLC to transfer ownership in the escrowed Class C & SDM License located at 210 S. Old Woodward, Suite 100, Birmingham, Oakland County, Michigan to Zana Hospitality, LLC. Additionally, Zana Hospitality, LLC also requests a new Sunday Sales Permit (AM), New Sunday Sales Permit (PM) for the Class C – Spirits and Mixed Spirit Drink (PM), New Sunday Sales Permit (PM) for the SDM License – Mixed Spirit Drink, a New Catering Permit, a New Outdoor Service Area and a New Dance-Entertainment Permit.

- Q. Resolution to authorize the City Manager to cast a vote, on the City's behalf, for the two candidates for the Michigan Municipal League Liability and Property Pool Board of Directors for three-year terms, beginning January 1, 2023.
- R. Resolution to set the Public Hearing of Necessity for the Birmingham Shopping District on Monday, October 24, 2022;

AND

If necessity is determined on October 24, 2022, to set the Public Hearing to Confirm the Assessment Roll for the Birmingham Shopping District on November 14, 2022.

10-248-22 (Item S) Set Public Hearing for 100 Townsend – Townsend Hotel – Special Land Use Permit Amendment (Ownership Change)

Kelly Allen, attorney, requested that the public hearing be set for the Commission's October 24, 2022 meeting. She said the Police Department's recommendation would be made during that meeting, and noted that the required documents were in.

Staff had no objection to Ms. Allen's request.

MOTION: Motion by Commissioner Host, seconded by Commissioner McLain:
To set a public hearing date of October 24, 2022 to consider the Special Land Use Permit Amendment application for 100 Townsend – Townsend Hotel – to allow the transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC.

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

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

10-249-22	33692 Woodward – Right-of-Way Parking Request
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PD Dupuis presented the item and answered informational questions.

Commissioner Haig noted that the proposed uses laid out in the letter in the agenda packet from Mike

Petrucci, of Petrucci Homes, would require a total of 34 parking spaces. He noted that there were presently 22 parking spaces available, which resulted in a 12 parking space deficit.

In reply to CM Markus, PD Dupuis confirmed that Petrucci Homes was informed that they would not be able to have a combination of uses that exceeds their available parking.

Commissioner McLain said she did not support allowing parking on Bennaville to count towards Petrucci Homes' parking requirements. She said that commercial parking has not been a regular occurrence on Bennaville in some time and would likely increase safety and other concerns.

MOTION: Motion by MPT Boutros, seconded by Commissioner Host:
To approve the right-of-way parking request for 33692 Woodward to permit 6 on-street parking spaces in the Woodward right-of-way to be counted towards the required off street parking requirements of the subject site pursuant to Article 4, Section 4.45 (G)(1).

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

Nays, None

10-250-22 The Birmingham Plan 2040 – Authorization of Required Distribution Period

CM Markus clarified that this was solely a vote on the distribution period, and not on the content of the 2040 draft Master Plan itself.

PD Dupuis presented the item.

CM Markus confirmed for Commissioner Haig that the City was making a strong effort to solicit public comment on the 2040 draft Master Plan.

PD Dupuis said the topic would be publicized in the City Manager's report, City newsletters, and on the City's social media channels.

MOTION: Motion by MPT Boutros, seconded by Commissioner McLain:
To authorize the required 63 day distribution period for the final draft of the 2040 Plan pursuant to the requirements of Article III, Section 125.3841 of the Michigan Planning Enabling Act and to notify the secretary of the planning commission to provide copies of the proposed master plan to all of the necessary entities pursuant to MCL 125.3841(2).

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

Nays, None

10-251-22 City Manager Recruitment Search

CM Markus presented the item.

The Mayor commented positively on the Executive Recruitment document.

Commissioner Host said the City should be using a nationally-recognized executive search firm to conduct the recruitment. He opined that it would make the process more transparent. He said he did not believe that CM Markus would be reaching out specifically to qualified candidates.

CM Markus stated he had indeed commenced the process of reaching out to qualified candidates. He said his only interest was in Birmingham continuing to be a successful community. He stated he would provide the five to seven best candidates, but would not offer a recommendation on a City Manager candidate since hiring a City Manager is exclusively the Commission's purview. He stated that if the Commission requested additional candidates beyond the five to seven he could also provide that.

The Mayor noted that the Commission had already voted affirmatively to have CM Markus to conduct the executive search. She also noted that there were only eight months left before CM Markus' scheduled departure from the City.

Commissioner McLain said she also prioritized the transparency and legitimacy of the process, and noted that an executive search firm would likely be working to place candidates instead of working entirely for Birmingham's best interest. She said she voted to have CM Markus conduct the search because it would result in a transparent process. She said the Commission's responsibility is to hire the correct City Manager and to make sure that candidate is a good fit for the residents and for the Commission.

The Mayor concurred with Commission McLain about executive search firms working simultaneously to place candidates and on Birmingham's behalf, which has not necessarily worked well in the past.

MOTION: Motion by Commissioner Schafer, seconded by Commissioner McLain:
To direct City Manager Markus to conduct a formal recruitment for the City Manager position using the attached recruitment profile.

Commissioner Host reiterated his concerns about transparency, saying that this was not the correct approach.

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

Nays, Commissioner Host

10-252-22 Request for Closed Session Under MCL § 15.268 Sec. 8(e) and MCL § 15.268 Sec. 8(h) of the Open Meetings Act

CA Kucharek summarized the item.

MOTION: Motion by Commissioner Host, MPT Boutros:

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

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

Nays, None

The Commission went into closed session at 8:40 p.m.

The Commission returned from closed session at 8:56 p.m.

Commission Items for Future Discussion

Commission Discussion On Items From A Prior Meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Fairway Sidewalk Letter

CM Markus noted that while the Multi-Modal Transportation Board recommended that sidewalks be installed on Fairway, the City does not presently have a project to add sidewalks to Fairway scheduled. He noted that significant further review would be required before such a project might occur.

X. REPORTS

A. Commissioner Reports

1. Notice of Intent to appoint: Triangle District Corridor Improvement Authority
2. Notice of Intent to appoint: Board of Review

B. Commissioner Comments

Commissioner Schafer reported that the first Burton Elementary Slow Roll event went very well.

Commissioner Host raised concerns about whether the City had assessed members of the Parking Assessment District according to the number of spaces required for fully developed lots. He provided a handout to the Commissioners from the appendix of the 1980 Master Plan and asked that the handout be added to the record.

CM Markus noted that the City could add more parking spaces if needed and that the properties benefitting from the additional parking would be assessed. He noted that there was not presently a dearth of parking in Birmingham, despite some comments to the contrary.

Commissioner McLain reported that she and Commissioner Haig visited Adams Fire Department to prepare for a participatory firefighting experience on October 7, 2022.

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

1. Board of Ethics Advisory Opinion – Samuel Oh
 - a. Memo from City Attorney Mary Kucharek regarding the Advisory Opinion for Samuel Oh

Noting that the opinion was solicited as an advisory opinion and not a complaint, the Mayor asked the City Attorney whether it would be appropriate for the Commission to have a discussion about courses of action.

CA Kucharek answered in the affirmative, noting that Sec-325(b)(3) calls for the Commission to determine sanctions, if any, after the Ethics Board publishes its advisory opinion or hearing findings.

The Clerk said she would communicate the Ethics Board's findings to Mr. Oh.

In reply to the Mayor, CA Kucharek said she could only enumerate some possible sanction options. She said she could not recommend any potential sanctions. She emphasized that it was up to the Commission to determine whether and what sanctions should be applied.

CM Markus recommended that the Commission read the minutes and watch the recording of the relevant Ethics Board meeting. He said that after that time, the Commission could then determine whether a discussion and potential sanction(s) should be placed on the agenda.

The Mayor opined that it would be appropriate to have the discussion at a future meeting to demonstrate that the Commission honors the City's Ethics Ordinance. She noted doing so would also demonstrate that the Commission understands the obligation to both abide by the Ethics Ordinance and uphold it.

CM Markus and CA Kucharek both stated that the Commission was to determine whether additional action needed to be taken beyond the Ethics Board's conclusions, but was not to re-try to the matter.

The Mayor asked the Commissioners to do their due diligence so that a discussion could be held at a future meeting.

- D. Legislation
- E. City Staff
 1. Shirley Speed Survey

CM Markus summarized the topic.

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 8:56 p.m.

Alexandria Bingham
City Clerk

A handwritten signature in black ink, appearing to read 'Laura Eichenhorn', with a stylized, flowing script.

Laura Eichenhorn
City Transcriptionist

City of Birmingham

Warrant List Dated 10/06/2022

Meeting of 10/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
14		003526	BOUND TREE MEDICAL, LLC	80.18
288112		005430	21ST CENTURY MEDIA- MICHIGAN	399.75
288113		BDREFUND	A & R LAWN & LANDSCAPE SERVICES INC	100.00
288114		006638	ACTION MAT & TOWEL RENTAL, INC	70.72
288115	*	009117	ALL CITY DOGS INC	1,605.00
288116		009440	ALLIANCE ENTERTAINMENT, LLC	107.07
288117		009092	AMERICAN CYCLE & FITNESS-ROYAL OAK	1,679.99
288118	*	006759	AT&T	2,335.41
288119		BDREFUND	B-DRY SYSTEM OF MICHIGAN INC	100.00
288120	*	007129	BELFOR PROPERTY RESTORATION	3,489.46
288121		BDREFUND	BOJI GROUP	1,685.00
288122		003907	CADILLAC ASPHALT, LLC	945.40
288123		003904	CAPITAL ONE BANK	1,095.37
288124	*	MISC	CAROL ANN OWENS	350.00
288125		008243	CHARTER TOWNSHIP OF BLOOMFIELD	2,359.08
288126	*	009122	CLAIRE CHUNG	330.00
288127	*	000605	CINTAS CORPORATION	128.83
288128		000605	CINTAS CORPORATION	53.20
288129		002234	CMP DISTRIBUTORS INC	2,470.25
288130		004188	COFFEE BREAK SERVICE, INC.	63.75
288131	*	008955	COMCAST	496.66
288132	*	000627	CONSUMERS ENERGY	1,638.39
288133	*	009145	CREATIVE COLLABORATIONS	3,800.00
288134	*	009145	CREATIVE COLLABORATIONS	3,800.00
288135	*	009145	CREATIVE COLLABORATIONS	3,800.00
288136		MISC	DAVEY RESOURCE GROUP	5,250.00
288137		009309	DEALER AUTO PARTS	216.15
288138	*	009537	DOMINIC SILVESTRI PLLC	25,000.00
288139		BDREFUND	DROBOT CUSTOM BUILDING INC	300.00
288140	*	000179	DTE ENERGY	7,883.46
288141	*	000179	DTE ENERGY	72.86
288142	*	000179	DTE ENERGY	19.08
288143	*	000179	DTE ENERGY	539.30
288144	*	000179	DTE ENERGY	555.37
288145	*	005322	DTE ENERGY COMPANY	23,347.25
288146		008164	GARY EISELE	71.88
288147		BDREFUND	EMERGENCY EGRESS LLC	100.00
288148		BDREFUND	Envision Carpentry & Construction	300.00
288149		BDREFUND	EUROTECH CONSTRUCTION	100.00
288150	*	009458	MELISSA FAIRBAIRN	270.00
288151		BDREFUND	FARJO, SALAM	100.00
288152		BDREFUND	FHS BIRMINGHAM LLC	100.00

City of Birmingham
Warrant List Dated 10/06/2022

Meeting of 10/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288153	*	004604	GORDON FOOD	193.41
288154		009275	GREAT LAKES COCA-COLA DISTRIBUTION	242.30
288155	*	000245	GREAT LAKES POPCORN CO	65.00
288156	*	008007	GREAT LAKES WATER AUTHORITY	8,164.19
288157	*	TAXMISC	GREGORY AND MARTHA LEARY	1,191.44
288158		BDREFUND	GUARDIAN WATERPROOFING	100.00
288159	*	001956	HOME DEPOT CREDIT SERVICES	433.43
288160	*	009335	JOEL WILLIAM INGERSOLL	1,615.00
288161		MISC	INTERNATIONAL E-Z UP, INC.	1,116.72
288162	*	006521	INTERSTATE BILLING SERVICE INC	723.72
288163		UBREFUND	JANET GRIFFIN	99.48
288164	*	000362	KROGER COMPANY	86.42
288165	*	008553	L.G.K. BUILDING, INC	43,500.00
288166		BDREFUND	M & G Construction Inc.	200.00
288167		BDREFUND	MAINSTREET DESIGN & BUILD	200.00
288168	*	009143	MICHAEL SHUKWIT	250.00
288169		BDREFUND	MICHIGAN ASPHALT PAVING	1,600.00
288170	*	006461	MID AMERICA RINK SERVICES	2,469.23
288171		008319	MKSK INC	5,850.00
288172		BDREFUND	NIGHTINGALE COMPANY	500.00
288173	*	000477	OAKLAND COUNTY	775,941.34
288174		000919	OAKLAND COUNTY TREASURER	900.00
288175		000919	OAKLAND COUNTY TREASURER	30.00
288176	*	003461	OBSERVER & ECCENTRIC	13.08
288177	*	004370	OCCUPATIONAL HEALTH CENTERS	466.00
288178	*	009478	ODP BUSINESS SOLUTIONS, LLC	722.93
288179		006189	P.F. PETTIBONE & CO.	721.68
288180	*	002518	PITNEY BOWES INC	502.41
288181		002518	PITNEY BOWES INC	195.00
288182		002518	PITNEY BOWES INC	650.88
288183	*	000486	PLANTE & MORAN PLLC	44,725.00
288184	*	009443	COLIN QUACKENBUSH	322.50
288185	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
288186		BDREFUND	ROMA CEMENT CO INC	100.00
288187	*	TAXMISC	RONALD BOSTICK	4,246.44
288188		BDREFUND	RUBY, DREW	200.00
288189		BDREFUND	SEAN ADAIR MAIN DRAIN SEWER & REPAI	1,000.00
288190		007527	SHEPPARD ENGINEERING P.C.	3,932.50
288191		BDREFUND	SHERER CONSTRUCTION	100.00
288192	*	007907	SP+ CORPORATION	5,325.00
288193		009201	STEPHEN SHUKWIT	325.00
288194		004544	STRYKER SALES CORPORATION	942.90
288195	*	MISC	TOM OLDHAM	185.00

City of Birmingham
Warrant List Dated 10/06/2022

Meeting of 10/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288196		004379	TURNER SANITATION, INC	150.00
288197	*	000293	VAN DYKE GAS CO.	84.27
288198		BDREFUND	VAN SIGN LLC	200.00
288199	*	000158	VERIZON WIRELESS	397.44
288200	*	000158	VERIZON WIRELESS	749.09
288201	*	000158	VERIZON WIRELESS	365.80
288202	*	000158	VERIZON WIRELESS	149.52
288203		BDREFUND	WALLSIDE WINDOWS	500.00
288204		BDREFUND	WHEELER, THOMAS	200.00
SUBTOTAL PAPER CHECK				\$1,010,182.83
<u>ACH TRANSACTION</u>				
6167	*	008226	KATHERINE ABELA	1,182.00
6168		002909	ACOM SOLUTIONS, INC.	392.00
6169		009126	AMAZON CAPITAL SERVICES INC	2,444.98
6169	*	009126	AMAZON CAPITAL SERVICES INC	463.75
6170	*	003839	MATTHEW J. BARTALINO	561.12
6171	*	000546	KAREN D. BOTA	1,750.00
6172		002668	CONTRACTORS CLOTHING CO	197.39
6173		001367	CONTRACTORS CONNECTION INC	619.40
6174	*	006999	CHRISTOPHER DEMAN	686.50
6175	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	521.88
6176	*	000565	DORNBOS SIGN & SAFETY INC	1,480.00
6177	*	007807	G2 CONSULTING GROUP LLC	4,635.00
6178	*	001663	SCOTT GREWE	70.00
6179		000261	J.H. HART URBAN FORESTRY	18,104.25
6180	*	003458	JOE'S AUTO PARTS, INC.	1,439.18
6181	*	007827	HAILEY R KASPER	195.00
6182	*	001035	MUNICIPAL EMERGENCY SERVICES INC	1,839.98
6183		008336	NBS COMMERCIAL INTERIORS	10,006.75
6184		007755	NETWORK SERVICES COMPANY	2,657.29
6185	*	007856	NEXT	30,736.00
6186		001864	NOWAK & FRAUS ENGINEERS	37,212.00
6187	*	006359	NYE UNIFORM COMPANY	139.50
6188	*	002767	OSCAR W. LARSON CO.	1,633.18
6189		006729	QUENCH USA INC	379.20
6190	*	003785	SIGNS-N-DESIGNS INC	90.00
6191		001097	SOCWA	312,798.45
6192	*	002037	TOTAL ARMORED CAR SERVICE, INC.	796.28
6193	*	004692	TRANSPARENT WINDOW CLEANING	3,200.00
6194	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,931.47
SUBTOTAL ACH TRANSACTION				\$438,162.55

City of Birmingham
Warrant List Dated 10/06/2022

Meeting of 10/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$1,448,345.38

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 10/12/2022

Meeting of 10/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
288211	*	006965	7UP DETROIT	134.15
288212	*	001797	ALLEGRA MARKETING, PRINT, MAIL	520.36
288213		BDREFUND	AMERICAN POOL SERVICE INC	1,350.00
288214		002488	AMERICAN TEST CENTER, INC.	1,030.00
288215	*	MISC	ANNE RITCHIE	350.00
288216		007033	APPLIED IMAGING	240.23
288217		000500	ARTECH PRINTING INC	658.00
288218	*	009294	AUDACY OPERATIONS, INC.	1,200.00
288219		000843	BAKER & TAYLOR BOOKS	384.98
288220		003012	BATTERIES PLUS BULBS	74.32
288221	*	009383	BATTIE LAW PLLC	810.00
288222		BDREFUND	BERGSMAN WIAND BOUCHARD & CO	180.00
288223	*	006894	DAVID BIANCHETTE	95.00
288224	*	004931	BIDNET	512.40
288225	*	000524	BIRMINGHAM LOCKSMITH INC	85.00
288226		BDREFUND	BOES, JEFFREY P	200.00
288227		BDREFUND	BOGAERTS II, ALEXANDER V	650.00
288228		003526	BOUND TREE MEDICAL, LLC	182.90
288229		005717	BSB COMMUNICATIONS, INC.	1,721.25
288230	*	003786	C & G PUBLISHING INC.	506.10
288231		003907	CADILLAC ASPHALT, LLC	2,961.61
288232	*	009078	CANON SOLUTIONS AMERICA INC	6,240.49
288233	*	000571	CAR TRUCKING INC	103.55
288234	*	000444	CDW GOVERNMENT INC	51,487.77
288235		004269	CENTER POINT LARGE PRINT	57.34
288236		BDREFUND	CHRISTOPHER G MALLEY	100.00
288237		000605	CINTAS CORPORATION	328.12
288238	*	MISC	CLAIRE GALLI	140.50
288239	*	009501	COLDWELL BANKER WEIR MANUEL	1,080.00
288240	*	008955	COMCAST	264.41
288241		007774	COMCAST BUSINESS	1,249.90
288242		008582	CORE & MAIN LP	9,778.86
288243	*	008801	COSTAR REALTY INFORMATION, INC	1,836.00
288244		003923	CUMMINS BRIDGEWAY LLC	670.54
288245		000233	DEAN SELLERS	16.87
288246		000575	DEMCO, INC	91.20
288247		008559	DETROIT BATTERY COMPANY LLC	582.89
288248		BDREFUND	DINVERNO REMODELING AND CONSTRUCTIO	100.00
288249		009130	DOG WASTE DEPOT	652.41
288249		009130	DOG WASTE DEPOT	336.09
288250		007506	DST GLOBAL SERVICES	350.00
288251	*	000179	DTE ENERGY	205.99

City of Birmingham
Warrant List Dated 10/12/2022

Meeting of 10/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288252	*	000179	DTE ENERGY	183.56
288253	*	000179	DTE ENERGY	88.96
288254	*	000179	DTE ENERGY	1,055.57
288255	*	000179	DTE ENERGY	1,559.89
288256	*	000179	DTE ENERGY	62.59
288257	*	000179	DTE ENERGY	1,778.50
288258	*	000179	DTE ENERGY	748.78
288259	*	000180	DTE ENERGY	41,323.15
288260		007505	EAGLE LANDSCAPING & SUPPLY	775.60
288261		MISC	EMILY HOWARD	200.00
288262	*	009100	ENZO WATER SERVICE	550.00
288263		BDREFUND	ESSCO DEVELOPMENT	500.00
288264	*	005446	ETHNIC ARTWORK, INC	314.00
288265		BDREFUND	FIRST CHOICE ELECTRIC	191.00
288266		006654	FLEETPRIDE INC	150.99
288267	*	MISC	FRANK'S ETC	115.00
288268	*	004604	GORDON FOOD	719.13
288269	*	MISC	GREAT LAKES SOFTWASH LLC	993.20
288270		BDREFUND	GREENLEAF HOME SERVICES, LLC	200.00
288271		BDREFUND	HINES, THOMAS A	100.00
288272	*	001956	HOME DEPOT CREDIT SERVICES	97.83
288273		BDREFUND	HRH CONSTRUCTION LLC	10,000.00
288274		BDREFUND	HUNTER ROBERTS HOMES	1,700.00
288275		000948	HYDROCORP	1,381.00
288276		BDREFUND	IDEAL BUILDERS AND REMODELING INC	11,387.24
288277		003530	INFORMATION TODAY INC	319.73
288278	*	009401	IRENE S WASSEL	250.00
288279		000344	J.T. EXPRESS, LTD.	6,846.92
288280	*	009249	JCC CREATIVE LLC	200.00
288281	*	009403	JUSTIN ZAYID	250.00
288282	*	009539	K AND Q LAW PC	525.00
288283		BDREFUND	KEARNS BROTHERS INC	100.00
288284	*	002659	CHRISTOPHER KOCH	426.07
288285	*	000362	KROGER COMPANY	312.06
288286	*	MISC	LARRY GALLI	150.00
288287	*	009386	LAW OFFICE OF BRIAN P. FENECH	2,225.00
288288	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	1,680.00
288289		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
288290	*	009422	ALEX LINKE	152.77
288291		BDREFUND	LIVE WELL CUSTOM HOME LLC	900.00
288292		BDREFUND	LIVE WELL CUSTOM HOMES LLC	15,000.00
288293		BDREFUND	MAINSTREET DESIGN & BUILD	500.00
288294	*	MISC	MED SOURCE SERVICES	950.00

City of Birmingham

Warrant List Dated 10/12/2022

Meeting of 10/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288295		BDREFUND	METAL ROOFS OF MICHIGAN LLC	400.00
288296		009200	MICHAEL MORRISON	2,500.00
288297	*	009143	MICHAEL SHUKWIT	500.00
288298		007378	MIDAS AUTO SERVICE CENTER	507.95
288299	*	007662	MIFMA	250.00
288300		BDREFUND	MILLS SIDING & ROOFING	100.00
288301		007665	NATIONWIDE POWER SOLUTIONS INC.	3,277.07
288302		BDREFUND	NC CEMENT	200.00
288303		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00
288304	*	004370	OCCUPATIONAL HEALTH CENTERS	243.00
288305	*	009478	ODP BUSINESS SOLUTIONS, LLC	125.58
288306		006785	OVERDRIVE, INC.	17,078.09
288307		BDREFUND	PCI INDUSTRIES, INC.	150.00
288308		BDREFUND	PERFORMANCE RESIDENTIAL REMODELING	100.00
288309		007588	PERMACARD	879.81
288310	*	009397	RABAA PLLC	300.00
288311		006130	RESCUE RESPONSE GEAR INC	1,160.21
288312	*	009144	RICHARD TRUDO	1,300.00
288313		BDREFUND	ROMA CEMENT CO INC	100.00
288314		000221	RUSSELL HARDWARE COMPANY	282.37
288315	*	002806	SAM'S CLUB/SYNCHRONY BANK	1,558.98
288316	*	004727	MARGARET SCHMALTZ	200.00
288317		BDREFUND	SHERER CONSTRUCTION	206.25
288318	*	007142	SHERWIN-WILLIAMS COMPANY	111.69
288319		008815	SHI INTERNATIONAL CORP.	396.57
288320	*	004202	SHRED-IT USA	173.40
288321	*	007907	SP+ CORPORATION	100.00
288322		MISC	SPAN SYSTEMS INC.	8,750.00
288323		000260	SPARTAN DISTRIBUTORS INC	360.31
288324		009201	STEPHEN SHUKWIT	2,275.00
288325		BDREFUND	STERLING DEVELOPMENT CORP	200.00
288326		MISC	STEVE TAYLOR	200.00
288327		007408	T-MOBILE	298.60
288328		007115	TERMINIX PROCESSING CENTER	844.00
288329	*	009486	TEXTMYGOV	550.00
288330		000275	TIRE WHOLESALERS CO INC	759.32
288331	*	008145	TOWN SQUARE PUBLICATIONS	1,465.00
288332	*	005481	TRI-COUNTY INTL TRUCKS, INC.	185.72
288333	*	004379	TURNER SANITATION, INC	1,805.00
288334		008632	TURNOUT RENTAL	120.00
288335		008941	UPTOWN MARKET OF BIRMINGHAM	129.46
288336		007226	VALLEY CITY LINEN, INC	377.31
288337	*	000293	VAN DYKE GAS CO.	112.36

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
288338	*	000158	VERIZON WIRELESS	104.51
288339	*	000158	VERIZON WIRELESS	76.02
288340	*	000158	VERIZON WIRELESS	151.70
288341		BDREFUND	Village Lawn & Landscape, LLC	100.00
288342	*	003932	WDIV/TV4	700.00
288343		BDREFUND	WEATHERGARD WINDOWS CO INC	500.00
288344		001490	WEST SHORE FIRE INC	538.50
288345	*	005794	WINDSTREAM HOLDINGS INC	838.17
288346	*	008391	XEROX CORPORATION	117.13
288347		009185	ZOOM VIDEO COMMUNICATIONS INC	433.06
SUBTOTAL PAPER CHECK				\$250,874.91

ACH TRANSACTION

6169		009126	AMAZON CAPITAL SERVICES INC	(430.83)
6196		009126	AMAZON CAPITAL SERVICES INC	2,392.29
6196	*	009126	AMAZON CAPITAL SERVICES INC	299.84
6197	*	008655	ANGELO IAFRATE CONSTRUCTION	1,263,564.61
6198	*	000517	BEIER HOWLETT P.C.	325.25
6199	*	007345	BEVERLY HILLS ACE	200.59
6200	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	157,117.54
6201	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	351.45
6202	*	003282	LISA MARIE BRADLEY	308.00
6203	*	008983	BRENNA SANDLES	291.00
6204		008545	JAIMI BROOK	109.35
6205	*	009432	CITY OF BIRMINGHAM #249	140,396.07
6206		001750	COMERICA BANK	1,151.92
6206		001750	COMERICA BANK	272,619.00
6207		003176	COMERICA BANK - RHC	1,070.67
6207		003176	COMERICA BANK - RHC	120,732.91
6208	*	006528	DOWNTOWN PUBLICATIONS INC	328.00
6209	*	001077	DUNCAN PARKING TECH INC	11,202.75
6210	*	000995	EQUATURE	3,600.00
6211	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	409.50
6212	*	000243	GRAINGER	553.09
6213		003870	GREAT LAKES TURF, LLC	687.75
6214	*	001672	HAYES PRECISION INC	141.81
6215	*	009390	IDUMESARO LAW FIRM, PLLC	330.00
6216		009298	JCR SUPPLY INC	140.96
6217	*	003458	JOE'S AUTO PARTS, INC.	860.53
6218	*	007827	HAILEY R KASPER	195.00
6219	*	009392	LAMB LEGAL CONSULTING SERVICES	1,270.00
6220	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,650.00
6221	*	005550	LEE & ASSOCIATES CO., INC.	263.50
6222	*	009398	MARCIA BOSS PC	1,225.00

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Check Number	Early Release	Vendor #	Vendor	Amount
6223	*	009370	MICHAEL SIMON	231.00
6224	*	009242	MILES PARTNERSHIP LLLP	1,107.50
6225		006409	MOSHER & ASSOCIATES LLC	329.49
6226	*	007755	NETWORK SERVICES COMPANY	534.09
6227	*	006359	NYE UNIFORM COMPANY	109.50
6228	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	260,695.17
6229	*	001753	PEPSI COLA	472.06
6230	*	003554	RKA PETROLEUM	18,271.68
6231	*	001181	ROSE PEST SOLUTIONS	544.00
6232		009301	SECURE-CENTRIC INC	1,260.30
6233	*	003785	SIGNS-N-DESIGNS INC	1,645.00
6234		000254	SOCRRA	82,545.00
6235		004355	SYMETRA LIFE INSURANCE COMPANY	26,246.56
6235	*	004355	SYMETRA LIFE INSURANCE COMPANY	26,406.32
6236		009526	TELLURIS ARCHITECTURE & URBAN PLANN	13,365.38
6237		009254	THOMAS M MARKUS	535.00
6238		009266	US SIGNAL COMPANY LLC	5,929.22
6239		000298	VESCO OIL CORPORATION	93.25
6240	*	000969	VIGILANTE SECURITY INC	285.00
6241		009128	WITMER PUBLIC SAFETY GROUP INC	310.55
6242	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$2,428,023.62
GRAND TOTAL				\$2,678,898.53

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

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
288348		009440	ALLIANCE ENTERTAINMENT, LLC	179.61
288349		009440	ALLIANCE ENTERTAINMENT, LLC	306.08
288350		009440	ALLIANCE ENTERTAINMENT, LLC	463.81
288351		009440	ALLIANCE ENTERTAINMENT, LLC	447.88
288352		009440	ALLIANCE ENTERTAINMENT, LLC	34.92
288353		009202	AQUARIUM DESIGN INC	240.00
288354	*	006759	AT&T	139.30
288355		000843	BAKER & TAYLOR BOOKS	51.72
288356		MISC	BEDROCK EXPRESS, LTD	1,134.33
288357	*	000517	BEIER HOWLETT P.C.	511.50
288358		003526	BOUND TREE MEDICAL, LLC	397.76
288359		005717	BSB COMMUNICATIONS, INC.	2,133.75
288360		003907	CADILLAC ASPHALT, LLC	1,671.72
288361	*	009078	CANON SOLUTIONS AMERICA INC	2,178.16
288362	*	009078	CANON SOLUTIONS AMERICA INC	216.35
288363	*	009078	CANON SOLUTIONS AMERICA INC	681.65
288364	*	009078	CANON SOLUTIONS AMERICA INC	5,999.00
288365	*	009078	CANON SOLUTIONS AMERICA INC	1,193.00
288366		009326	CAPFINANCIAL PARTNERS, LLC	15,000.00
288367		009326	CAPFINANCIAL PARTNERS, LLC	7,500.00
288368		007732	CAPITAL TIRE, INC.	642.48
288369		000571	CAR TRUCKING INC	1,125.00
288370	*	000444	CDW GOVERNMENT INC	312.40
288371		MISC	CHARTER TOWNSHIP OF BLOOMFIELD	7,711.00
288372		000605	CINTAS CORPORATION	25.46
288373		000605	CINTAS CORPORATION	26.60
288374		000605	CINTAS CORPORATION	25.46
288375	*	000605	CINTAS CORPORATION	126.94
288376		000605	CINTAS CORPORATION	380.69
288377	*	009540	CIVICPLUS, LLC	350.00
288378		007774	COMCAST BUSINESS	263.85
288379		008512	COOL THREADS EMBROIDERY	126.99
288380		009529	DAVEY RESOURCE GROUP, INC.	4,800.00
288381		009529	DAVEY RESOURCE GROUP, INC.	2,275.00
288382	*	000179	DTE ENERGY	56.08
288383	*	000179	DTE ENERGY	48.85
288384	*	000179	DTE ENERGY	962.72
288385	*	000179	DTE ENERGY	37.94
288386	*	007538	EGANIX, INC.	720.00
288387	*	005446	ETHNIC ARTWORK, INC	282.00
288388		001495	ETNA SUPPLY	1,645.00
288389	*	004604	GORDON FOOD	223.23
288390	*	004604	GORDON	62.13

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Check Number	Early Release	Vendor #	Vendor	Amount
288391	*	004604	GORDON FOOD	9.00
288392	*	004604	GORDON FOOD	58.91
288393		009343	GOVPILOT, LLC	6,500.00
288394		008613	HENRY FORD HEALTH SYSTEM	495.00
288395	*	001956	HOME DEPOT CREDIT SERVICES	879.00
288396	*	001956	HOME DEPOT CREDIT SERVICES	879.00
288397	*	001956	HOME DEPOT CREDIT SERVICES	135.42
288398	*	001956	HOME DEPOT CREDIT SERVICES	29.97
288399	*	001956	HOME DEPOT CREDIT SERVICES	64.93
288400	*	001956	HOME DEPOT CREDIT SERVICES	42.53
288401	*	001956	HOME DEPOT CREDIT SERVICES	109.00
288402	*	MISC	HOWIES HOCKEY TAPE	491.37
288403	*	009500	IBM CORPORATION	4.00
288404		001090	INGRAM LIBRARY SERVICES	218.19
288405		001090	INGRAM LIBRARY SERVICES	40.00
288406		001090	INGRAM LIBRARY SERVICES	108.09
288407		001090	INGRAM LIBRARY SERVICES	1,108.75
288408		001090	INGRAM LIBRARY SERVICES	333.46
288409		001090	INGRAM LIBRARY SERVICES	1.81
288410		001090	INGRAM LIBRARY SERVICES	40.88
288411		001090	INGRAM LIBRARY SERVICES	179.45
288412		001090	INGRAM LIBRARY SERVICES	11.54
288413		001090	INGRAM LIBRARY SERVICES	720.35
288414		001090	INGRAM LIBRARY SERVICES	6.40
288415		001090	INGRAM LIBRARY SERVICES	25.51
288416		001090	INGRAM LIBRARY SERVICES	171.52
288417		001090	INGRAM LIBRARY SERVICES	45.16
288418		001090	INGRAM LIBRARY SERVICES	362.27
288419		001090	INGRAM LIBRARY SERVICES	140.15
288420		001090	INGRAM LIBRARY SERVICES	56.09
288421		001090	INGRAM LIBRARY SERVICES	19.11
288422		001090	INGRAM LIBRARY SERVICES	25.38
288423		001090	INGRAM LIBRARY SERVICES	14.83
288424		001090	INGRAM LIBRARY SERVICES	37.30
288425		001090	INGRAM LIBRARY SERVICES	56.99
288426		001090	INGRAM LIBRARY SERVICES	88.66
288427		001090	INGRAM LIBRARY SERVICES	28.49
288428		001090	INGRAM LIBRARY SERVICES	37.99
288429		001090	INGRAM LIBRARY SERVICES	22.80
288430		001090	INGRAM LIBRARY SERVICES	324.70
288431		001090	INGRAM LIBRARY SERVICES	7.53
288432		001090	INGRAM LIBRARY SERVICES	58.98
288433		001090	INGRAM LIBRARY SERVICES	8.88

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Check Number	Early Release	Vendor #	Vendor	Amount
288434		001090	INGRAM LIBRARY SERVICES	11.77
288435		001090	INGRAM LIBRARY SERVICES	40.17
288436		001090	INGRAM LIBRARY SERVICES	244.72
288437		001090	INGRAM LIBRARY SERVICES	139.26
288438		001090	INGRAM LIBRARY SERVICES	23.43
288439		001090	INGRAM LIBRARY SERVICES	25.62
288440		001090	INGRAM LIBRARY SERVICES	185.41
288441		001090	INGRAM LIBRARY SERVICES	20.13
288442		001090	INGRAM LIBRARY SERVICES	26.76
288443		001090	INGRAM LIBRARY SERVICES	4.82
288444		001090	INGRAM LIBRARY SERVICES	151.48
288445		001090	INGRAM LIBRARY SERVICES	21.22
288446		001090	INGRAM LIBRARY SERVICES	91.85
288447		001090	INGRAM LIBRARY SERVICES	15.05
288448		001090	INGRAM LIBRARY SERVICES	6.72
288449		001090	INGRAM LIBRARY SERVICES	8.66
288450		001090	INGRAM LIBRARY SERVICES	58.93
288451		001090	INGRAM LIBRARY SERVICES	117.70
288452		001090	INGRAM LIBRARY SERVICES	139.02
288453		001090	INGRAM LIBRARY SERVICES	548.40
288454		001090	INGRAM LIBRARY SERVICES	54.12
288455		001090	INGRAM LIBRARY SERVICES	93.38
288456		001090	INGRAM LIBRARY SERVICES	27.32
288457		001090	INGRAM LIBRARY SERVICES	105.32
288458		001090	INGRAM LIBRARY SERVICES	18.54
288459		001090	INGRAM LIBRARY SERVICES	57.74
288460		001090	INGRAM LIBRARY SERVICES	350.22
288461		001090	INGRAM LIBRARY SERVICES	14.69
288462		001090	INGRAM LIBRARY SERVICES	3.36
288463		001090	INGRAM LIBRARY SERVICES	38.89
288464		001090	INGRAM LIBRARY SERVICES	19.78
288465		001090	INGRAM LIBRARY SERVICES	214.11
288466		001090	INGRAM LIBRARY SERVICES	9.91
288467		001090	INGRAM LIBRARY SERVICES	92.34
288468		001090	INGRAM LIBRARY SERVICES	96.28
288469		001090	INGRAM LIBRARY SERVICES	314.43
288470		001090	INGRAM LIBRARY SERVICES	16.62
288471		001090	INGRAM LIBRARY SERVICES	44.16
288472		001090	INGRAM LIBRARY SERVICES	40.71
288473		001090	INGRAM LIBRARY SERVICES	16.20
288474		001090	INGRAM LIBRARY SERVICES	278.55
288475		001090	INGRAM LIBRARY SERVICES	221.49
288476		001090	INGRAM LIBRARY SERVICES	358.53

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Check Number	Early Release	Vendor #	Vendor	Amount
288477		001090	INGRAM LIBRARY SERVICES	243.68
288478		001090	INGRAM LIBRARY SERVICES	12.18
288479		001090	INGRAM LIBRARY SERVICES	31.50
288480		001090	INGRAM LIBRARY SERVICES	77.00
288481		001090	INGRAM LIBRARY SERVICES	11.83
288482		001090	INGRAM LIBRARY SERVICES	4.12
288483		001090	INGRAM LIBRARY SERVICES	37.62
288484		001090	INGRAM LIBRARY SERVICES	7.33
288485		001090	INGRAM LIBRARY SERVICES	94.71
288486		001090	INGRAM LIBRARY SERVICES	9.67
288487		001090	INGRAM LIBRARY SERVICES	40.20
288488		001090	INGRAM LIBRARY SERVICES	58.64
288489		001090	INGRAM LIBRARY SERVICES	281.07
288490		001090	INGRAM LIBRARY SERVICES	22.75
288491		001090	INGRAM LIBRARY SERVICES	68.78
288492		001090	INGRAM LIBRARY SERVICES	71.23
288493		001090	INGRAM LIBRARY SERVICES	145.29
288494		001090	INGRAM LIBRARY SERVICES	402.04
288495		001090	INGRAM LIBRARY SERVICES	113.97
288496		001090	INGRAM LIBRARY SERVICES	56.98
288497		001090	INGRAM LIBRARY SERVICES	37.99
288498		001090	INGRAM LIBRARY SERVICES	8.05
288499		001090	INGRAM LIBRARY SERVICES	145.58
288500		001090	INGRAM LIBRARY SERVICES	91.30
288501		001090	INGRAM LIBRARY SERVICES	263.05
288502		001090	INGRAM LIBRARY SERVICES	3.01
288503		001090	INGRAM LIBRARY SERVICES	22.56
288504		001090	INGRAM LIBRARY SERVICES	8.87
288505		001090	INGRAM LIBRARY SERVICES	14.05
288506		001090	INGRAM LIBRARY SERVICES	386.49
288507		001090	INGRAM LIBRARY SERVICES	64.57
288508		001090	INGRAM LIBRARY SERVICES	1,777.06
288509		001090	INGRAM LIBRARY SERVICES	1,001.40
288510		001090	INGRAM LIBRARY SERVICES	76.86
288511		001090	INGRAM LIBRARY SERVICES	36.02
288512		001090	INGRAM LIBRARY SERVICES	427.22
288513		001090	INGRAM LIBRARY SERVICES	121.96
288514		001090	INGRAM LIBRARY SERVICES	28.58
288515		001090	INGRAM LIBRARY SERVICES	283.42
288516		001090	INGRAM LIBRARY SERVICES	40.41
288517		001090	INGRAM LIBRARY SERVICES	440.06
288518		001090	INGRAM LIBRARY SERVICES	55.23
288519		001090	INGRAM LIBRARY SERVICES	251.94

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Check Number	Early Release	Vendor #	Vendor	Amount
288520		001090	INGRAM LIBRARY SERVICES	95.36
288521		001090	INGRAM LIBRARY SERVICES	9.73
288522		001090	INGRAM LIBRARY SERVICES	23.12
288523		001090	INGRAM LIBRARY SERVICES	500.24
288524		001090	INGRAM LIBRARY SERVICES	30.97
288525		001090	INGRAM LIBRARY SERVICES	130.33
288526		001090	INGRAM LIBRARY SERVICES	8.53
288527		001090	INGRAM LIBRARY SERVICES	11.50
288528		001090	INGRAM LIBRARY SERVICES	37.99
288529		001090	INGRAM LIBRARY SERVICES	85.47
288530		001090	INGRAM LIBRARY SERVICES	28.44
288531		001090	INGRAM LIBRARY SERVICES	65.98
288532	*	009299	JACK D. PESHA	169.83
288533		BDREFUND	JOHN SULLIVAN	100.00
288534	*	001798	BRUCE JOHNSON	99.46
288535		009524	KRAEMER DESIGN GROUP LLC	1,050.00
288536	*	000362	KROGER COMPANY	25.37
288537	*	000362	KROGER COMPANY	205.15
288538	*	000362	KROGER COMPANY	29.90
288539	*	000362	KROGER COMPANY	121.59
288540		009375	LITHIA MOTORS, INC SUPPORT SERVICES	491.80
288541		001669	MACP	100.00
288542		001417	MAJIK GRAPHICS INC	760.00
288543		000888	MCKENNA ASSOCIATES INC	35,110.13
288544		009445	MCSA GROUP, INC.	511.00
288545		009351	MERRITT CIESLAK DESIGN PLC	29,700.00
288546		007163	MOBILE HEALTH RESOURCES	1,396.33
288547	*	000477	OAKLAND COUNTY	6,718.25
288548	*	000477	OAKLAND COUNTY	2,310.08
288549	*	000477	OAKLAND COUNTY	1,235.25
288550		000919	OAKLAND COUNTY TREASURER	3,275.09
288551		008974	PREMIER PET SUPPLY	68.99
288552	*	007797	QUADIENT LEASING USA, INC.	452.97
288553		004137	R & R FIRE TRUCK REPAIR INC	180.00
288554		004137	R & R FIRE TRUCK REPAIR INC	23,106.17
288555		MISC	RESCUE DIRECT	50.39
288556	*	007507	RIEDEL SHOES INC	18.00
288557		000746	ROCHESTER HILLS PUBLIC LIBRARY	20.00
288558	*	008073	SITEONE LANDSCAPE SUPPLY, INC	98.00
288559		000256	SUBURBAN BUICK GMC INC	555.37
288560		009221	SUNSHINE POS	172.22
288561	*	001076	TAYLOR FREEZER OF MICH INC	325.00
288562		000275	TIRE WHOLESALERS CO INC	791.04

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Check Number	Early Release	Vendor #	Vendor	Amount
288563	*	004379	TURNER SANITATION, INC	125.00
288564	*	004379	TURNER SANITATION, INC	165.00
288565	*	000158	VERIZON WIRELESS	308.16
288566	*	004497	WATERFORD REGIONAL FIRE DEPT.	154.70
288567	*	004497	WATERFORD REGIONAL FIRE DEPT.	1,374.53
288568	*	004672	WEST MARINE PRO	95.36
288569	*	005794	WINDSTREAM HOLDINGS INC	143.73
288570	*	008391	XEROX CORPORATION	177.66
288571	*	008391	XEROX CORPORATION	129.32
SUBTOTAL PAPER CHECK				\$201,402.33

ACH TRANSACTION

6248		009126	AMAZON CAPITAL SERVICES INC	17.77
6249		009126	AMAZON CAPITAL SERVICES INC	85.95
6250		009126	AMAZON CAPITAL SERVICES INC	16.32
6251		009126	AMAZON CAPITAL SERVICES INC	20.81
6252		009126	AMAZON CAPITAL SERVICES INC	24.94
6253		009126	AMAZON CAPITAL SERVICES INC	75.99
6254		009126	AMAZON CAPITAL SERVICES INC	6.97
6255		009126	AMAZON CAPITAL SERVICES INC	49.16
6256		009126	AMAZON CAPITAL SERVICES INC	112.45
6257		009126	AMAZON CAPITAL SERVICES INC	15.39
6258		009126	AMAZON CAPITAL SERVICES INC	74.97
6259		009126	AMAZON CAPITAL SERVICES INC	43.91
6260		009126	AMAZON CAPITAL SERVICES INC	17.97
6261		009126	AMAZON CAPITAL SERVICES INC	9.74
6262	*	009126	AMAZON CAPITAL SERVICES INC	23.96
6263		009126	AMAZON CAPITAL SERVICES INC	27.42
6264		009126	AMAZON CAPITAL SERVICES INC	74.35
6265		009126	AMAZON CAPITAL SERVICES INC	29.29
6266		009126	AMAZON CAPITAL SERVICES INC	438.47
6267		009126	AMAZON CAPITAL SERVICES INC	43.56
6268		009126	AMAZON CAPITAL SERVICES INC	124.99
6269		009126	AMAZON CAPITAL SERVICES INC	499.99
6270		009126	AMAZON CAPITAL SERVICES INC	69.99
6271		009126	AMAZON CAPITAL SERVICES INC	49.99
6272		009126	AMAZON CAPITAL SERVICES INC	24.42
6273		009126	AMAZON CAPITAL SERVICES INC	37.48
6274		009126	AMAZON CAPITAL SERVICES INC	220.83
6275	*	008655	ANGELO IAFRATE CONSTRUCTION	1,684,017.83
6276	*	000517	BEIER HOWLETT P.C.	726.00
6277	*	000517	BEIER HOWLETT P.C.	18,003.00
6278	*	000517	BEIER HOWLETT P.C.	21,110.50
6279	*	007345	BEVERLY SUELS ACE	70.20

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Check Number	Early Release	Vendor #	Vendor	Amount
6280	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	361.00
6281		009183	BOB ADAMS TOWING	95.00
6282		009183	BOB ADAMS TOWING	172.50
6283		009183	BOB ADAMS TOWING	287.50
6284		007875	CANFIELD EQUIPMENT SERVICE INC.	3,630.00
6285		007875	CANFIELD EQUIPMENT SERVICE INC.	5,512.47
6286	*	009432	CITY OF BIRMINGHAM #249	64,736.12
6287		001367	CONTRACTORS CONNECTION INC	640.20
6288		001367	CONTRACTORS CONNECTION INC	288.00
6289	*	009195	CROWN CASTLE FIBER LLC	4,490.20
6290	*	000565	DORNBOS SIGN & SAFETY INC	665.50
6291	*	000565	DORNBOS SIGN & SAFETY INC	1,256.10
6292		001023	GABRIEL, ROEDER, SMITH & CO.	13,500.00
6293		001023	GABRIEL, ROEDER, SMITH & CO.	11,000.00
6294		001023	GABRIEL, ROEDER, SMITH & CO.	3,100.00
6295	*	000243	GRAINGER	63.82
6296	*	000243	GRAINGER	589.82
6297	*	000243	GRAINGER	229.46
6298	*	000243	GRAINGER	44.56
6299		008293	GRAINGER, INC	227.18
6300	*	008378	THE HUNTINGTON NATIONAL BANK	500.00
6301	*	007870	J.C. EHRLICH CO. INC.	148.03
6302		000261	J.H. HART URBAN FORESTRY	23,171.25
6303	*	003458	JOE'S AUTO PARTS, INC.	109.09
6304	*	003458	JOE'S AUTO PARTS, INC.	59.88
6305	*	003458	JOE'S AUTO PARTS, INC.	321.99
6306	*	003458	JOE'S AUTO PARTS, INC.	95.58
6307	*	003458	JOE'S AUTO PARTS, INC.	37.10
6308	*	003458	JOE'S AUTO PARTS, INC.	61.99
6309	*	003458	JOE'S AUTO PARTS, INC.	22.04
6310	*	003458	JOE'S AUTO PARTS, INC.	55.97
6311	*	003458	JOE'S AUTO PARTS, INC.	23.98
6312	*	003458	JOE'S AUTO PARTS, INC.	138.16
6313		004085	KONE INC	328.14
6314		004085	KONE INC	1,624.77
6315	*	004085	KONE INC	2,086.45
6316	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,335.50
6317	*	003527	LOWER HURON SUPPLY CO INC	852.76
6318		009276	NEWTONS SOLUTIONS LLC	1,475.00
6319	*	009276	NEWTONS SOLUTIONS LLC	3,000.00
6320	*	006359	NYE UNIFORM COMPANY	214.00
6321	*	006359	NYE UNIFORM COMPANY	79.50
6322	*	006359	NYE UNIFORM COMPANY	58.50

City of Birmingham
Warrant List Dated 10/19/2022

Meeting of 10/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6323	*	006359	NYE UNIFORM COMPANY	10.00
6324	*	001753	PEPSI COLA	356.70
6325	*	001181	ROSE PEST SOLUTIONS	47.00
6326	*	001181	ROSE PEST SOLUTIONS	74.00
6327	*	000301	PAUL WELLS	17.49
SUBTOTAL ACH TRANSACTION				\$1,873,358.91
GRAND TOTAL				\$2,074,761.24

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

(Police Department)

DATE: **October 17, 2022**

TO: **Thomas M. Markus, City Manager**

FROM: **Greg Wald, Captain**

SUBJECT: **POWERPHONE Services for Emergency Medical Dispatching**

INTRODUCTION:

The Oakland County Medical Control Authority requires Public Safety Answering Points (PSAP's) that dispatch EMS and be able to provide pre-arrival instructions, also known as emergency medical dispatching or EMD. These are the instructions a call taker can give a 911 caller, like CPR, choking, or childbirth instructions, prior to EMS arrival. Powerphone is a company that provides proprietary software which guides call takers through questions and answers to provide these pre-arrival instructions.

BACKGROUND:

In the early 2010's, Oakland County Medical Control Authority began requiring PSAP's to provide pre-arrival instructions from an approved EMD program. At the time, the Police Department trained in and utilized the Priority Dispatch EMD program. Priority Dispatch offers instructions in two forms, computer software or physical "flip cards". The Police Department purchased and still uses, the flip cards from Priority Dispatch.

The Birmingham Police Department dispatch center has three (3) workstations. Each workstation has a set of flip cards for call takers to use for pre-arrival instructions. Each set of flip cards is about 24 inches long by 12 inches wide and weighs several pounds.

When a medical 911 call comes in the call taker must, by Priority Dispatch protocol, ask 3-6 entry questions before dispatching EMS. After dispatching EMS, the call taker can then begin pre-arrival instructions. The call taker will navigate through the flip cards, locate the type of emergency (CPR, choking, etc), and read a set of instructions. Depending on the nature of the incident, and how it plays out, the call taker may stay on the phone with the caller until first responders arrive. The average response time for the Birmingham Fire Department is three (3) minutes, from FD dispatch to FD arrival.

The Birmingham Police Department is a member of CLEMIS (Courts and Law Enforcement Management System). CLEMIS offers many services to its membership, including Computer Aided Dispatching (CAD). Many companies offer software-based, user interfaced, pre-arrival instructions. Only two are approved for use on the CLEMIS CAD system or computers, Powerphone and Priority Dispatch. As the City of Birmingham uses CLEMIS CAD, we would need an additional computer and monitor at each workstation to go with any vendor other than Powerphone or Priority Dispatch. Per workstation, the Birmingham dispatch center is the third smallest of Oakland County's 19 dispatch centers. If the Birmingham Police Department were to switch to Powerphone or Priority Dispatch software, we would not have to add any hardware, and we could remove the three sets of flip cards.

Compared to Priority Dispatch, Powerphone software uses a less strict protocol, allowing call takers to break away from cumbersome entry level questions and dispatch EMS sooner if a situation warrants. Additionally, using software based pre-arrival instructions allows a call taker to begin instructions sooner. The Powerphone software is standalone, and is not integrated into the CLEMIS CAD network, whereas Priority Dispatch is integrated. Therefore, Powerphone will still be usable during CLEMIS network maintenance or unexpected outages. For these reasons, the police department considers Powerphone the better of the two options, and therefore a sole source vendor. As such, licensing for Powerphone was budgeted for and purchased in FY 2021-2022 for \$2997 (\$999 per workstation).

Powerphone invoices separately for implementation and training. Initial training, onboarding, and implementation for 19 users (12 dispatchers and 7 dispatch certified officers) is \$12,498 for the first year. This training includes dozens for courses in addition to the EMD training required to use the software. Subsequent years for the unlimited training and licensing will cost \$4197 per year.

Due diligence warranted obtaining a quote from Priority Dispatch. Licensing, training, onboarding and implementation is \$46,210 for the first year, \$4200 in subsequent years.

LEGAL REVIEW:

N/A

FISICAL IMPACT:

This has been budgeted for in the 2022-2023 fiscal year and funds are allocated in the police department training account 101.0-325.000.957.0100.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Converting to digital, software based, pre-arrival instructions has been a strong trend in the 911 industry. Using pre-arrival instruction software allows for faster dispatch times for EMS, especially Powerphone, whose protocols allow a calltaker to quickly begin these instructions. Software based pre-arrival instructions are much more efficient to use as call takers do not have to navigate through multiple different cards for one incident. Eliminating bulky flip cards in the dispatch center will free up space. Powerphone protocols are approved by both MDHHS and the Oakland County Medical Control Authority. For redundant purposes, at least one set of flip cards will be kept and stored near dispatch.

ATTACHMENTS:

- 1) Quote from Powerphone
- 2) Quote from Priority Dispatch

SUGGESTED COMMISSION ACTION:

Make a motion to approve the purchase of Powerphone training services and implementation for the new EMD protocols, and waive the normal bidding requirements. This project was budgeted in the 2022-2023 fiscal year and funds are available in the Training account 101.0-325.000.957.0100 in the amount of \$12,498.



1321 Boston Post Rd
Madison, CT 06443
1.800.537.8937

Quote

Quote number: 19409
Date: 2022-07-08
Sales Person: Pamela Visel
Valid until: 2022-07-29

Bill To	Ship To
Cmdr. Greg Wald Birmingham Police Department 151 Martin Street Birmingham, MI, 48012	Cmdr. Greg Wald Birmingham Police Department 151 Martin Street Birmingham, MI, 48012

Total Response

Quantity	Part Number	Quoted Line Item	List Price	Unit Price	Ext. Price	Discount
1.00	TRLT2WS	Licensed Training: 2 Workstation Initial pricing per agency for 2 call handling workstations for 1 year.	\$8,999.00	\$8,999.00	\$8,999.00	0.00%
1.00	TRLTAWS	Additional Licensed Training per Workstation For additional 3+ call handling workstations. Tiered pricing per workstation: 3-10: \$3499 11-20: \$3299 21-30: \$3099 31+ : \$2499	\$0.00	\$3,499.00	\$3,499.00	0.00%

Subtotal:	\$12,498.00
Discount:	\$0.00
Discounted Subtotal:	\$12,498.00
Tax:	\$0.00
Shipping:	\$0.00
Total	\$12,498.00

Service Plan

Quantity	Part Number	Quoted Line Item	List Price	Unit Price	Ext. Price	Discount
1.00	TRATL	Annual Training License Tiered pricing per call handling workstation: 2-10: \$1393 11-20: \$1293 21-30: \$1194 31+: \$597	\$0.00	\$4,179.00	\$4,179.00	0.00%
1.00	PPCREDIT	Credit Reimbursement	\$0.00	\$-4,179.00	\$-4,179.00	0.00%

Subtotal:	\$0.00
Discount:	\$0.00
Discounted Subtotal:	\$0.00
Tax:	\$0.00
Shipping:	\$0.00
Total	\$0.00

		Grand Total	
Currency:	USD	Subtotal:	\$12,498.00
		Discount:	\$0.00
		Discounted Subtotal:	\$12,498.00
Tax Rate:	0.00%	Tax:	\$0.00
Shipping Provider:		Shipping:	\$0.00
		Total	\$12,498.00

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Stones
Phone: (800) 363-9127
Direct: Ext. 149
Email: jon.stones@prioritydispatch.net

Agency: Birmingham Police Department
Agency ID#: 10663
Quote #: Q-62715
Date: 8/31/2022
Offer Valid Through: 12/30/2022
Payment Terms: Net 30
Currency: USD

Bill To:
Birmingham Police Department
Greg Wald
151 Martin St
Birmingham, Michigan 48009-3368
United States

Ship To:
Birmingham Police Department
Greg Wald
151 Martin St
Birmingham, Michigan 48009-3368
United States

Product	Qty	Amount
ProQA Medical Software Licenses Automated calltaking software	3	USD 13,833.51
AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	1	USD 2,712.29
XLerator Client Server Suite Client server software application suite	1	USD 2,712.45
Advanced SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	1	USD 54.25
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	3	USD 1,790.22
Remote ProQA Software Training - M Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	15	USD 2,424.90
Remote AQUA Software Training - M Per person cost for six hours of AQUA software training completed in a virtual, instructor-led environment	3	USD 647.73
Remote ProQA & AQUA Reports Training Per person cost for 4 hours of training on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	3	USD 484.98
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	2	USD 431.82
Priority Dispatch AI SkillLab - Powered by Call Simulator ProQA calltaking training simulator powered by artificial intelligence (AI). Price is based on hourly usage and is sold in blocks of 100.	150	USD 3,255.00
College of Emergency Dispatch Annual Subscription Online access to the College of Emergency Dispatch for 12 months	14	USD 1,351.98

"To lead the creation of meaningful change in public safety and health."

Product	Qty	Amount
Implementation Support Package (LV) - M Implementation support and quality management program development	1	USD 13,019.77
Equip QA for EMD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management	1	USD 8,462.85
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 2,441.21
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	3	USD 4,200.05
ACE Discount Incentive for achieving ACE in a reasonable timeframe	1	USD -7,413.00
Shipping & Handling	1	USD 0.00
Priority Dispatch Software System Implementation (M) TOTAL:		USD 46,209.96

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	3	USD 4,200.00
Priority Dispatch System Annual Maintenance: Year 2 TOTAL:		USD 4,200.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	3	USD 4,200.00
Priority Dispatch System Annual Maintenance: Year 3 TOTAL:		USD 4,200.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	3	USD 4,500.00
Priority Dispatch System Annual Maintenance: Year 4 TOTAL:		USD 4,500.00

"To lead the creation of meaningful change in public safety and health."

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	3	USD 4,500.00
Priority Dispatch System Annual Maintenance: Year 5 TOTAL:		USD 4,500.00

Subtotal	USD 46,210.01
Estimated Tax	
Total	USD 46,210.01

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>



MEMORANDUM

Police Department

DATE: October 5, 2022

TO: Thomas M. Markus, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Engineering Cost - 2021 Parking Structure Repairs – Construction Period Services

INTRODUCTION:

On September 13, 2021, the City Commission approved a contract for \$117,200.00 to the engineering company of Wiss, Janney, Elster Associates, Inc. (WJE) to provide the City with "Construction Period Services." These "Construction Period Services" were to provide the City with construction observations and contract administration (preconstruction meetings, on-site observation of work, conduct inspections, review contractor submittals and quantities) for four of the City's five parking structures (N. Old Woodward, Park, Chester and Peabody) for identified repairs. Staff recommended entering into the contract with WJE because WJE had extensive knowledge of all of the City's structures, having completed all of the structural assessments and repair recommendation studies and reports.

The WJE contract identified a budget for each structure for construction services oversight in 2021-2022:

Parking Structure	Fee
North Old Woodward	\$55,600
Chester	\$18,500
Peabody	\$23,800
Park	\$19,300
Total	\$117,200

In June of 2022, the City received correspondence from WJE in the form of a "Change Order Request for Construction Period Services for 2021 Repair Project" seeking compensation for additional work performed to complete the construction oversight on the above listed project. WJE requested \$47,000.00 in additional compensation. After negotiations with the City, WJE has agreed to accept \$35,000.00 in additional compensation.

BACKGROUND:

In October of 2019, the City created a "Request for Proposal" (RFP) for a structural analysis on four of the City's five parking structures (the Pierce Street structure was not included as an analysis had already been recently completed on that structure). WJE was the lone bidder. WJE was awarded the contract by the City Commission (10-28-2019) and completed a full structural analysis on the four City parking structures for \$393,480.00. Upon the resignation of former Assistant City Manager Gunther in September of 2020, the Police Department assumed management of the parking system. WJE completed the structural analysis report for the four structures \$50,000.00 under budget. The City then asked WJE to prepare design and bid documents to begin parking structure repairs for the 2021 construction season utilizing the \$50,000.00 of remaining funding. The City Commission approved this request on July 12, 2021. Using the information supplied by WJE, the Police Department issued an "Invitation to Bid" (ITB) for the four parking structures (N. Old Woodward, Park, Chester and Peabody).

There were two separate ITB's issued by the City. The first ITB was for work on the Park, Peabody and Chester structures. The majority of the work was removing and replacing joint seals, waterproofing, clearing clogged drain lines and removing/replacing damaged drain lines and covers. There were four bidders on the work. The low bidder, Pullman SST, was awarded the contract for \$436,500.00. At WJE's suggestion, a project contingency fund of 20% was suggested to the City to account for allowance values that may have been underestimated related to the actual construction costs associated with the work items to be completed. Based on the Pullman SST bid of \$436,500.00, the actual cost with the 20% contingency would be \$523,800.00. The City Commission approved the contract on September 20, 2021 with the contingency. The second ITB was for work on the North Old Woodward structure. The majority of this work was removing and replacing damaged concrete, waterproofing, clearing clogged drain lines and removing/replacing drain lines and covers. The low bidder, Smith's Waterproofing, was awarded the contract for \$891,303.00. The City Commission approved this contract on September 13, 2021. The \$117,200 Construction Period Services contract approved by the City Commission on September 13, 2021 was for construction oversight of these two City projects.

In October of 2021, the City hired Ryan Weingartz as the City's first parking manager. Mr. Weingartz took over the management of the parking system from the Police Department.

The construction projects at all four structures ran into numerous delays related to weather and temperature. As a result, the completion of the projects were delayed until the spring of 2022, resulting in a substantially longer construction period and requiring an increase in inspection site visits by WJE. During this period, Parking Manager Weingartz was the City's contact person.

In early June of 2022, Parking Manager Weingartz resigned his position. The Police Department again stepped in to assist with the operation of the City's Parking system. It was at this time that WJE presented the City with a "Change Order Request for Construction Period Services for 2021 Parking Structure Repair Projects." Due to changes in the construction period duration and the additional scope of work completed by WJE that resulted in a substantial increase in the number of site visits and construction oversight, the following additional compensation was requested for the four structures:

North Old Woodward Structure	\$15,000
Park, Peabody and Chester Structures	<u>\$8,000</u>
	\$23,000

According to WJE, former Parking Manager Weingartz approved these additional service fees.

On January 24, 2022, the City Commission approved an emergency repair to the Chester Street parking structure elevator pit that was shut down by the State of Michigan Elevator Inspector due to 4 ft. of water in the elevator pit. The on-site contractor, Pullman SST, working at the Chester structure at the time, agreed to repair the elevator pit for \$20,650.00. Parking Manager Weingartz worked with WJE to provide an assessment of the problem and engineer repair recommendations. The cost of WJE's services was not included in the project's cost.

In the City's parking meter maintenance shop, located on the ground level of the Chester structure, water was found leaking into the office through the walls of the office. At Parking Manager Weingartz's request, WJE evaluated the problem and developed a repair plan. Pullman SST, the on-site contractor for the City, completed the repair. The cost of WJE's services was not included in the project's cost.

Finally, during concrete removal at the Chester Street structure during the scope of the repair project, Pullman SST fractured a structural post-tensioning tendon within the parking structure. At Parking Manager Weingartz request, WJE was asked to examine the problem and formulate a plan to fix the issue. WJE developed a plan to address the tendon and tendon anchorage repair, calculated the re-stressing of forces and anticipated tendon elongation lengths. WJE also conducted multiple site visits to ensure the problem was fixed correctly. Pullman SST repaired the damage. The cost of WJE's services was not included in the project's repair costs.

For the above three engineering services provided by WJE that were completed at the request of the City at the Chester structure, WJE is seeking \$15,000.00.

Finally, the City was notified in February of 2022 that during the course of the repairs at the Peabody structure, two of the structures lower level support columns were found to have significant cracking and distress. This required immediate shoring to assist in supporting the load of the structure. It was also recommended that the City investigate six additional columns. On April 11, 2022, the City Commission approved the City Manager's authorization for the emergency expenditure related to the repair of the Peabody structure emergency shoring in the amount of \$235,000. Included in that amount was \$47,000.00 to WJE for engineering services. However, once the project had commenced, WJE found that existing subgrade soils and as-built conditions near the damaged columns were not adequate to support the shore tower and a new footing to support the emergency shoring was required. WJE designed the footing and provided the construction details for Pullman SST to complete the repairs. This extra work also required additional site visits due to the extent of distress uncovered at the damaged column following shoring installation and removal of unsound concrete. The cost of WJE's additional services was not included in the project's repair costs. For the above three engineering services provided by WJE that were completed at the request of the City during the course of the Peabody structure emergency shoring project, WJE is seeking \$9,000.00.

LEGAL REVIEW

The City Attorney has had the opportunity to discuss and review the situation with the Police Chief and review the various contracts. The contract amounts were specific amounts for specified engineering work. If there were any additional charges for unforeseen circumstances or for unforeseen additional costs, the contractor was to come to the City to receive approval for such work and increased costs. The contractor notified the City, however, the City's former Parking System Manager failed to follow the City procedure and protocol in regards to increased costs. Nonetheless, the necessary work was completed and the contractor is willing to receive a lesser amount as negotiated by the City. Therefore, it is the legal opinion of the City Attorney that the contractor, WJE, be compensated for the unforeseen additional services despite a staff member's lack of adherence to City policy and protocol.

FISCAL IMPACT:

The requested amount from WJE was \$47,000.00. While WJE believes that the City's former Parking System Manager approved of all the work detailed in this report, they understand that they did not provide formal documentation of the additional work (such as periodic change orders). WJE has stated that they are willing to receive a reduced amount of \$35,000.00 for the additional work performed and that they now firmly understand the protocols established by the City and will gladly document in a more timely and periodic manner should this situation arise in the future.

PUBLIC COMMUNICATIONS:

None

SUMMARY:

In June of 2022, the City received correspondence from WJE in the form of a "Change Order Request for Construction Period Services for 2021 Repair Projects." WJE was seeking compensation for additional work performed to complete the construction oversight on the contracted work at four of the City's five parking structures (two separate contracts) as well as additional requested work by the City outside the scope of the original contracts that arose from construction findings (two more additional contracts). Also included in the request was work completed by WJE that was requested by the City that was not addressed in a contract:

North Old Woodward Structure - Additional Services (Contract)	\$15,000
Park, Peabody and Chester Structures - Additional Services (Contract)	\$ 8,000
Chester Structure – Additional Services (No Contract)	\$15,000
Peabody Emergency Column Repairs – Additional Services (Contract)	<u>\$ 9,000</u>
	\$47,000

WJE requested \$47,000 in additional compensation. After negotiations with the City, WJE has agreed to accept a reduced amount of \$35,000 as full payment. Upon examination of the totality of the circumstances, it appears that the City's former Parking System Manager did not follow proper City policy as it related to obtaining approvals for additional necessary work outside the scope of the original approved projects. In meetings and discussions with the Police Department, WJE now has a clear understanding of how all cost overruns and additional scope of work items are to be addressed.

ATTACHMENTS:

1. Letter from WJE, dated June 30, 2022, detailing Birmingham Parking Structures "Change Order Request for Construction Period Services for 2021 Repair Projects" (WJE No. 2019.6318.2)
2. Email from WJE, dated September 14, 2022, accepting the proposed reduction in fees from \$47,000.00 to \$35,000.00 with respect to "Change Order Request for Construction Period Services for 2021 Repair Projects" for the City of Birmingham.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the payment of \$35,000.00 to Wiss, Janney, Elstner Associates, Inc. (WJE) for Change Order Fees related to the 2021 Parking Structure Construction Period Services and charge the following accounts:

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
514.1-594.003-977.0000	Park Street - Buildings	\$ 2,000
514.1-594.004-977.0000	Peabody Street - Buildings	\$ 8,700
514.1-594.005-977.0000	North Woodward - Buildings	\$11,170
514.1-594.008-977.0000	Chester Street - Buildings	<u>\$13,130</u>
	TOTAL:	\$35,000



Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel
www.wje.com

June 30, 2022

Aaron Ford
Parking Systems Manager
City of Birmingham
151 Martin Street
Birmingham, Michigan, 48009

Birmingham Parking Structures

Change Order Request for Construction Period Services for 2021 Repair Projects
WJE No. 2019.6318.2

Dear Mr. Grewe:

At the request of the City of Birmingham (City), Wiss, Janney, Elstner Associates, Inc. (WJE) is providing this change order request for construction period services for repairs at the following parking structures in Birmingham, Michigan:

- N. Old Woodward (NOW) Parking Structure located at 333 N. Old Woodward Avenue
- Park Street Parking Structure located at 333 State Park Street
- Peabody Parking Structure located at 222 Peabody Street
- Chester Parking Structure located at 180 Chester Street

For a summary of the project history and previously requested additional services, please refer to our previous site reports, as well as WJE's proposal dated September 3, 2021 for the originally approved scope of construction period services for the 2021 repair projects. Some of the requested additional services outlined below have already been completed by WJE at the time of this proposal. These items were discussed with the project team as the work was being completed and were summarized for Mr. Ryan Weingartz (previous Parking Systems Manager) during an in-person meeting on February 4, 2022.

ADDITIONAL SERVICES

The following specific services are added to WJE's scope for this construction period services project:

North Old Woodward – Additional Services

WJE's base bid scope assumed a 10-week construction duration and a total of 18 periodic site visits (including a punchlist site visit). The purpose of these site visits is to review the quality of the work conformance with the contract documents, answer contractor questions, and measure work quantities for verification of contractor payment applications. WJE has completed 22 site visits to-date and issued 16 Site Visit Reports. Please refer to our site visit reports for more information regarding the work progress. We estimate 9 additional site visits (31 site visits total) will be needed prior to work completion in order to continue providing the same level of professional and technical oversight and quality control services during the repairs. The need for the extra site visits is primarily due to the longer construction duration

and contractor inefficiencies associated with returning to the site following a break for winter. Additional review of contractor payment applications is also required due to the extended construction duration.

Park, Peabody, and Chester – Additional Services

WJE's base bid scope for the three post-tensioned garages, which were combined into one construction contract, assumed a 10-week construction duration and included 6 site visits per garage (18 periodic site visits total, including a punchlist site visit). WJE has completed 18 site visits to-date related to the base-bid scope. The need for the extra site visits was largely due to the longer construction duration and contractor execution issues. Please refer to our site visit reports for more information regarding the work progress. We estimate 4 additional site visits (22 site visits total) will be needed prior to work completion. Additional review of contractor payment applications is also required due to the extended construction duration.

Chester – Additional Services

WJE was asked to review water damage within a conditioned storage space in the lower level of the Chester Street parking structure. We conducted water infiltration testing to determine the source of water infiltration and developed repair details to mitigate further damage, including chemical grout injection of cracks in a retaining wall, as well as sealant joint replacement and installation of sheet metal flashing at the exterior. Please refer to Site Visit Report #3-Item 7, Site Visit Report #5-Item 4, and Schematic Details SK-06 and SK-07 for more information. The construction work for these items has not yet been completed beyond sealant joint replacement. WJE will review the completed repairs in a subsequent site visit.

WJE was also asked to provide professional consulting services related to water infiltration within the southeast elevator pit of the Chester Street parking structure. WJE conducted a field assessment, performed methodical diagnostic water infiltration testing, reviewed original construction documents, developed repairs, approved material submittals, issued a letter report, and conducted site visits to review the completed work scope. Please refer to our report dated January 4, 2022 following our site visit on December 15, 2021 for more information. WJE's services for this scope item were approved by Mr. Grewe on December 8, 2021 via email.

During concrete removal for the base-bid scope, the restoration contractor, Pullman SST, fractured a structural post-tensioning tendon within the Chester Street parking structure resulting in additional construction services performed by WJE, including additional site visits, development of tendon and tendon anchorage repair details, and calculation of re-stressing forces and anticipated tendon elongation lengths. Please refer to Site Visit Report #5-Item 1 for more information.

Peabody Emergency Column Repairs – Additional Services

WJE identified structurally significant distress at columns within the Peabody Street parking structure which required immediate shoring and repair. Please refer to Site Visit Report #7 and our proposal dated April 4, 2022 for more information. Following issuance of our proposal, and upon receiving shoring shop drawings from the contractor, WJE found the existing subgrade soils and as-built conditions near Column 10A were not adequate to support the shore tower and a new footing to support the emergency shoring was needed. WJE designed the footing and issued construction details on May 5, 2022. Additional site

visits were also required during the column repair design development due to the extent of distress uncovered at Column 11A following shoring installation and removal of unsound concrete.

UPDATED WJE BUDGET

Based on our understanding of the anticipated construction projects on September 3, 2021, we recommended a budget of \$117,200 be established to perform construction period services during repairs at the four parking structures owned by the City of Birmingham. Due to changes in the construction durations and our scope, as outlined above, a breakdown of the added scope items and requested change order for the contract fee is as follows:

Additional Scope Items	Professional Fee
North Old Woodward – Additional Services	\$15,000
Park, Peabody, Chester – Additional Services	\$8,000
Chester – Additional Services	\$15,000
Peabody Emergency Column Repairs – Additional Services	\$9,000
Requested Change Order	\$47,000

The contract fee is requested to be changed as follows:

Contract Summary	Professional Fee
Original Base Contract Sum per WJE's Proposal dated September 3, 2021 for all 4 garages: North Old Woodward, Park, Peabody, Chester	\$117,200
Net change from previous Change Orders	\$0
Contract sum will be increased by this Change Order in the amount of:	\$47,000
Total Fee	\$164,200

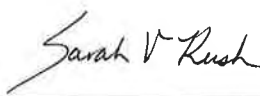
Please feel free to contact us if you have any questions about this change order or desire further information.

Sincerely,


WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Matthew E. Lewis, P.E.
Senior Associate and Project
Manager



Sarah V. Rush, P.E.
Senior Associate



Justin B. Barden, E.I.T.
Associate III



Mark Clemence <mclemence@bhamgov.org>

WJE Change Order Fees for 2021 Construction Period Services

4 messages

Lewis, Matthew <mlewis@wje.com>

Wed, Sep 14, 2022 at 9:54 AM

To: "aford@bhamgov.org" <aford@bhamgov.org>, "mclemence@bhamgov.org" <Mclemence@bhamgov.org>

Cc: "Tognetti, Brian" <btognetti@wje.com>, "Rush, Sarah" <srush@wje.com>

Good Morning Aaron and Chief Clemence,

Based on our conversation yesterday, I spoke with Brian Tognetti (branch manager here in our Detroit office) and we agreed to accept your proposed reduction in fees from the original amount of \$47,000 to \$35,000 with respect to our *Change Order Request for Construction Period Services for 2021 Repair Projects* letter dated June 30, 2022. Based on our previous discussions and correspondence with Ryan Weingertz, he was made aware of the additional services required and WJE proceeded based on his direction that our fees would be paid for out of the project contingency. Formal documentation of the additional work (such as periodic change orders) was not requested along the way. However, we now better understand the protocols established by the City of Birmingham and will gladly provide documentation in a more timely and periodic manner, should this situation arise again in the future. Although the additional services were necessary to continue to provide the high level of service we strive to perform, we are willing to make this compromise since we sincerely value our relationship with you. We look forward to continuing to provide our services to the City of Birmingham.

Sincerely,

Matthew E. Lewis, P.E.

Senior Associate

Wiss, Janney, Elstner Associates, Inc.*Engineers | Architects | Materials Scientists*

30700 Telegraph Road • Suite 3580

Bingham Farms, MI 48025

Phone: 248.593.0900 | Direct: 248.594.0145

Fax: 248.593.8532

mlewis@wje.com

www.wje.com

Lewis, Matthew <mlewis@wje.com>

Mon, Sep 19, 2022 at 7:35 AM

To: Aaron Ford <aford@bhamgov.org>

Cc: "mclemence@bhamgov.org" <Mclemence@bhamgov.org>, "Rush, Sarah" <srush@wje.com>

5G



MEMORANDUM

Department of Public Services

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Lauren Wood, Director of Public Services
Mike Bernal, Public Services Manager

SUBJECT: Bandit Brush Chipper Purchase

INTRODUCTION:

Due to its age and condition, the Department of Public Services recommends replacing its Morbark brush chipper. The chipper was purchased in 1994 and currently has 2,250 hours of use. It is utilized year-round by our Parks and Recreation division for various tree work.

DPS is requesting to replace it with a new Brush Bandit Intimidator 15XP, from Bandit Industries, Inc., located at 6750 Millbrook Road, Remus, MI 49340 through the State of Michigan MiDeal pricing, #171-190000000301.

BACKGROUND:

The 1994 Morbark brush chipper has been identified for replacement and previously listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2022-2023 budget. It qualifies for replacement, as the assessment illustrates below.

1994 – Morbark Woodchipper

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	26
Miles/Hours	1 point every 250 hours of usage	9
Type of Service	Type 4 – Extreme duties in adverse atmosphere	4
Reliability	Level 4 – In shop more than 2 times in 3 month period, 1or more breakdowns/road calls in same period	3
M&R Costs	Level 1 - Maintenance costs are less than or equal to 20% of replacement cost	1
Condition	Level 3 – Minor body damage, rust, weak operating system	2
Total Points 28+, poor needs priority replacement		45

The Morbark brush chipper qualifies under the replacement guidelines for "needs priority replacement." The Department of Public Services recommends replacing it with a new Brush Bandit Intimidator 15XP, from Bandit Industries, Inc., located at 6750 Millbrook Road, Remus, MI 49340 through the State of Michigan MiDeal pricing, #171-190000000301.

LEGAL REVIEW:

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

FISCAL IMPACT:

The total cost for the brush chipper is \$55,944.00. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100. There are currently no EV options available for this type of equipment.

PUBLIC COMMUNICATIONS:

This does not apply to this purchase.

SUMMARY:

Based on age and condition, the Department of Public Services recommends replacing its Morbark brush chipper, purchased in 1994, with a new Brush Bandit Intimidator 15XP, from Bandit Industries, Inc., located at 6750 Millbrook Road, Remus, MI 49340, through the State of Michigan MiDeal extendable purchasing contract #171-190000000301. Upon receipt of the new chipper, the old chipper will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

Attached to this report are the agreement, the vendor quote, and warranty info.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of a Brush Bandit Intimidator 15XP, from Bandit Industries, Inc., located at 6750 Millbrook Road, Remus, MI 49340, through the State of Michigan MiDeal extendable purchasing contract #171-190000000301, in the amount not to exceed \$55,944. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.

**AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM &
BANDIT INDUSTRIES, INC**

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Bandit Industries, Inc., whose address is 6750 Millbrook Road, Remus, MI 49340, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to purchase (1) Intimidator 15XP – (15' Drum Style) Brush Bandit as more fully described in Attachment "A"; and

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

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the Vendor's Quotation shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this agreement and the Vendor's Quotation, the terms of this Agreement shall prevail.

2. TERM: This is an outright purchase and shall have no term.

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

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

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

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

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

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

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

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

Bandit Industries, Inc.:
6750 W Millbrook Road

Remus, MI 49340
Attn: Larry Holmes

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

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

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

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

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

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

16. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated September 29, 2022, to the City's Cooperative Purchasing Agreement, dated September 29, 2022. In the event of a conflict in any of the terms of this Agreement and the Vendor Oct. 3, 2022 (date of response) response, the terms of this Agreement shall prevail.

17. 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.

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

Bandit Industries Inc.

By: William Zehnder

Its: CFO/Treasurer

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 3 day of October, 2022 before me personally appeared William Zehnder who acknowledged that with authority on behalf of Bandit Industries to do so he/she signed this Agreement.

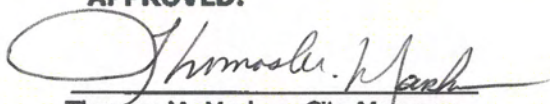
Shane J. Starnes
Notary Public
Clare County, Michigan
Acting in Isabella County, Michigan
My commission expires: May 2026

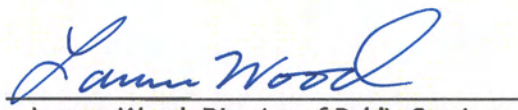
CITY OF BIRMINGHAM:

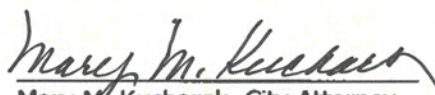
By: _____
Therese Longe, Mayor

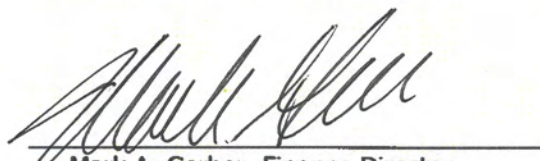
By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


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


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


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

ATTACHMENT A



Larry Holmes
6750 Millbrook Road
Remus, MI 49340
USA
800-952-0178 (Phone)
989-561-2273 (Fax)
www.banditchippers.com

QUOTATION			
Quote #	Quote Created	Last Updated	Salesperson
147534	September 15, 2022 08:08 AM by Bandit Industries, Inc.	September 29, 2022 07:37 AM by Larry Holmes	Larry Holmes

CUSTOMER:	BILL TO:	SHIP TO:
City of Birmingham 851 S Eton Birmingham, MI 48009 USA 248-417-7773 (Phone) Brendan McGaughey (Contact) bmcgaughey@bhamgov.org	City of Birmingham 851 S Eton Birmingham, MI 48009 USA 248-417-7773 (Phone) Brendan McGaughey (Contact) bmcgaughey@bhamgov.org	City of Birmingham 851 S Eton Birmingham, MI 48009 USA 248-417-7773 (Phone) Brendan McGaughey (Contact) bmcgaughey@bhamgov.org

INTIMIDATOR 15XP (15" DRUM STYLE) BRUSH BANDIT			
Qty	Part #	Description	Base Price
1	MODEL-15XP	Intimidator 15XP - (15" Drum Style) Brush Bandit	\$ 38845.00

STANDARD EQUIPMENT			
Qty	Part #	Description	Price
1	STANDARD	37" diameter x 18 3/4" wide drum with (4) 5/8" X 5 1/2" X 9" dual edge knives	\$ 0.00
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope	\$ 0.00
1	STANDARD	Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.	\$ 0.00
1	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 18 3/4" wide, driven by (2) 32.3 CID hydraulic motors.	\$ 0.00
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel	\$ 0.00
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)	\$ 0.00
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector	\$ 0.00
1	STANDARD	Clean out and inspection door on discharge bottom	\$ 0.00
0	STANDARD	28" high x 54" wide tapered infeed hopper with 30" top cover infeed hopper tray heavy-duty twilight covers, and spring lift assists	\$ 0.00
1	STANDARD	(2) Last chance safety pull cables	\$ 0.00
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)	\$ 0.00
1	STANDARD	Wooden pusher tool with mount on infeed hopper	\$ 0.00
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue	\$ 0.00
1	STANDARD	Frame / Fender supports	\$ 0.00
1	STANDARD	Lockable aluminum toolbox	\$ 0.00
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks	\$ 0.00
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad	\$ 0.00

1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.		\$ 0.00
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)		\$ 0.00
1	STANDARD	Pressure check kit - Gauge is NOT included		\$ 0.00
1	STANDARD	Weather resistant manual container		\$ 0.00
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place		\$ 0.00
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable		\$ 0.00
1	STANDARD	Spanish & English combination safety decals		\$ 0.00

PAINT

Qty	Part #	Description	Unit Price	Total
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow	\$ 0.00	\$ 0.00

ENGINE

Qty	Part #	Description	Unit Price	Total
1	990-RC1172-753	Ford RSG-862, 6.2L, 165 horsepower GAS engine without clutch (Includes 3 year / 3,500 hour engine warranty and spark arrestor muffler) - If ordered on Model 280 / 280HD must select tongue weight option under add on frame options	\$ 18990.00	\$ 18990.00

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #	Description	Unit Price	Total
1	700-6000-31	LOR tach with reversing auto feed for Ford 165 horsepower gas engines (Includes 1,000 CCA battery with box) - Panel is mounted on engine shroud with lockable cover (MACHINES WITH WINCH)	\$ 4150.00	\$ 4150.00

CLUTCH

Qty	Part #	Description	Unit Price	Total
1	700-1000-12	NACD Spring Loaded Clutch	\$ 1525.00	\$ 1525.00

DRIVE SYSTEM

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-16	Drive system for engines above 145 horsepower (Includes two 3 groove belts in lieu of a single 4 groove belt)	\$ 450.00	\$ 450.00

INFEED

Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5001-12	29" high x 54" wide tapered heavy-duty infeed with weld on pan and infeed deflectors	\$ 575.00	\$ 575.00
1	OPTION-980-5000-73	Dinamic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer)	\$ 5350.00	\$ 5350.00

AXLE

Qty	Part #	Description	Unit Price	Total
1	990-1016-02	Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail) (Now 900-5910-70)	\$ 0.00	\$ 0.00

TIRES/RIMS

Qty	Part #	Description	Unit Price	Total
1	990-100406	(2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)	\$ 0.00	\$ 0.00

FENDER

Qty	Part #	Description	Unit Price	Total
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1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)	\$ 0.00	\$ 0.00
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HITCH

Qty	Part #	Description	Unit Price	Total
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00

ADD-ON OPTIONS

Wiring

Qty	Part #	Description	Unit Price	Total
1	OPTION-905-5000-	Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord	\$ 45.00	\$ 45.00

DIRECT SALE TOTALS

Total Unit Price:		\$ 69930.00
Direct Sale Discount:	20.00 %	- \$ 13986.00
Net After Direct Sale Discount:		\$ 55944.00
Total Direct Sale Price:		\$ 55944.00

COMMENTS

Billing Note

By Larry Holmes on 09/08/2022 10:35 AM

PRICING REFLECTS MI DEAL 171-190000000301

Comment

By Larry Holmes on 09/29/2022 07:37 AM

Unit will be delivered by Bandit

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X _____ Signature	_____ Date
-------------------------	---------------

BANDIT INDUSTRIES INC. LIMITED WARRANTY (989) 561-2270

Bandit Industries ("Bandit Industries" or "Manufacturer") warrants all new equipment which is manufactured by the Manufacturer and purchased by the initial end-user customer ("Customer") from an authorized dealer to be free from defects in materials and workmanship and for a period equal to the Warranty Period (as defined herein), subject, however, to the Customer's strict compliance with all of the terms and conditions set forth in this Limited Warranty ("Warranty").

For any valid Warranty claim, the Manufacturer will at its sole option replace or repair at a point designated by the Manufacturer, any parts which were defective in material or workmanship during the Warranty Period. The Manufacturer is not responsible for labor, consequential damages, traveling expenses, down time expenses, or shipping and freight charges.

Warranty Period

For purposes hereof, the "Warranty Period" shall commence upon the Warranty Commencement Date (as defined herein) and continue for the lesser of one (1) year or 2,000 operating hours, whichever comes first. The "Warranty Commencement Date" shall mean the earlier of the following dates: (a) the date of sale of the equipment to the Customer, (b) one (1) year after delivery of the equipment to the authorized dealer, (c) for equipment which is used as a rental, lease or loaner, the first day in service, or (d) for equipment which is used in demonstrations, upon accumulation of 75 hours of operation. Bandit Industries may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

This Warranty takes effect upon the Warranty Commencement Date provided that the Warranty Validation Form is completed, signed and returned to Bandit Industries in accordance herein within 10 business days after the Warranty Commencement Date. The Warranty is **NULL AND VOID** if the Warranty Validation Form is not completed as required under this Warranty, signed and returned within 10 business days after the Warranty Commencement Date.

THIS WARRANTY AND ANY POSSIBLE LIABILITY OF BANDIT INDUSTRIES, IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY NONCONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO CERTAIN CUSTOMERS. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, BANDIT INDUSTRIES LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

BANDIT INDUSTRIES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, OR LOST PROFITS RESULTING FROM ANY BREACH OF THIS WARRANTY.

All parties involved agree that the Customer's sole and exclusive remedy against the Manufacturer, whether in contract or arising out of this Warranty, instructions, representations, or defects shall only be for the replacement or repair of defective parts as provided herein. In no event or circumstances shall the Manufacturer's liability exceed the purchase price of the equipment. The Customer also agrees that no other remedy (including but not limited to lost profits, consequential or incidental loss) shall be available to Customer.

It is absolutely necessary for the Customer to return the Warranty Validation Form, completely and accurately filled out and signed to Bandit Industries or e-mailed to warrantyval@banditchippers.com, within ten (10) business days from the date of purchase (or Warranty Commencement Date, if earlier) to validate this Warranty. All Warranty consideration is NULL AND VOID if the Warranty Validation Form has not been timely submitted.

Exclusions and Limitations

This Warranty will not apply if the equipment is operated or repaired with replacement parts or equipment not manufactured or recommended by Bandit Industries.

This Warranty will not apply if the equipment is not operated in the manner recommended by the Manufacturer. The following examples would void the Warranty:

1. The completed Warranty Validation Form was not timely or accurately submitted within 10 business days after the Warranty Commencement Date.
2. The equipment was misused, abused, neglected, modified or not serviced properly.
3. Repairs or attempted repairs made without prior written authorization.

4. Repairs made due to normal wear are not warrantable.
5. The equipment was involved in, or damaged by an accident, disaster or hazard (such as fire, flood, wind or lightning), or other actions or events beyond Bandit Industries' reasonable control.
6. The equipment was damaged during shipment or from any type of foreign material.

This Warranty will not apply if all scheduled maintenance as explained in the Operators Manuals has not been timely and properly completed. The Customer is responsible for all scheduled maintenance as explained in the Operators Manuals. Accident, fire, Improper maintenance or any other negligence, including failure to adjust, tighten, or replace wear items (such as knives, anvil, teeth, belts, lubrication fluids, bearings, filters, hydraulic components, loose nuts or bolts, etc.) will void this Warranty.

This Warranty will not apply if the equipment is re-sold to a customer or dealer or the Customer purchased the equipment from a person or entity which is not an authorized dealer. This Warranty is not assignable and any assignment or other transfer of this Warranty shall be null and void.

This Warranty does not cover or apply to consumables, such as hydraulic oil or fluids.

All components and parts being returned for Warranty Consideration must be complete and assembled when delivered. Warranty will be denied if the failed component has been disassembled at any point in time. Hydraulic components and parts must be returned assembled with all fluid ports capped or plugged and free of foreign contamination, or Warranty will be denied. Any defective part replaced under this Warranty becomes the property of Bandit Industries. The replacement part will be covered under the standard Warranty for the remainder of the original Warranty Period.

Any parts that are requested to be returned for warranty evaluation must have an RMA # assigned to them by Bandit Industries. Any components returned without the proper paperwork will automatically be discarded and the warranty denied.

Bandit Industries warrants all new parts which are manufactured by the Bandit Industries and purchased by the Customer outside of this Warranty from an authorized dealer to be free from defects in materials and workmanship for a period of 90 days from date of purchase; provided, however, such warranty shall apply to parts only and not labor.

NOTICE

This Warranty applies only to new and unused equipment or parts thereof manufactured by Bandit Industries and does not apply to components thereof which are not manufactured by Bandit Industries. This Warranty is also void if the equipment is modified or operated with any replacement parts or equipment not manufactured or recommended by Bandit Industries. Any replacement parts not purchased or approved by Bandit Industries in its sole discretion will not be covered under warranty.

All other components which are not manufactured by Bandit Industries are subject to any warranty provided by their respective manufacturers (i.e. engines, axles, hydraulic pumps and motors, clutches, tires, batteries, etc.). Even though certain warranties are not handled through Bandit Industries, the warranty procedure for those components should be facilitated through Bandit Industries or your nearest authorized dealer. Bandit will provide a pass through warranty with these outside vendors on the customer/dealers behalf, but it is ultimately up to the respected vendors discretion if the components are indeed warrantable failures or not.

EXAMPLES OF COMPONENTS WARRANTED BY THE COMPONENT MANUFACTURER (AND NOT BANDIT INDUSTRIES):

- Engines
- Clutches
- Hydraulic Components
- Electronic Components
- Batteries
- Belts
- Bearings
- Axles
- Rims & Tires
- Tracks
- Teeth
- Knives

NOTICE

Clutch and engine maintenance (air filter maintenance, oil changes, oil filter maintenance, etc.) are important

to your equipment. Refer to the clutch or engine manual for the maintenance schedule. Failure to perform the clutch or engine maintenance will void the Warranty with the respective manufacturer. Bandit Industries does not warrant these components.

Warranty Claims

In order to process any Warranty claims, the Customer/Dealer must fill out a Warranty Claim Form on the Bandit portal located on the Bandit website. The form along with pictures and the detailed information below must be submitted within 10 business days after the failure to the Manufacturer or an authorized dealer (who will forward it to the Manufacturer). Notwithstanding anything to the contrary herein, prior to any repairs being made and a warranty claim being filed, Bandit Industries must be notified at warranty.claims@banditchippers.com of the part failure prior to submission so that Bandit Industries is able to advise on how to proceed with the proper repairs.

If a Return Merchandise Authorization is given to return the failed parts, the failed parts must be returned within 10 business days to the respective vendor or Bandit Industries depending upon the instructions given. Failure to do so will result in the warranty claim being denied. The new parts must be installed and work be completed within 10 business days from receiving the replacement parts to receive credit.

It is necessary to include all of the following information on all Warranty claims:

1. Warranty Claim Form, obtained from Bandit Industries or its authorized dealers, completely and accurately filled out online.
2. Name of Dealer and where purchased
3. Date of purchase and delivery
4. Serial number of unit
5. Model number of unit
6. Engine make and serial number
7. Length of time in use (hours on equipment)
8. Date of Failure
9. Nature of Failure

Only Warranty Claim Forms (and the underlying Warranty claims) which are so submitted within 10 business days of the failure and which are then approved by an authorized administrator of the Manufacturer will be considered valid. If a Warranty Claim Form is not submitted within 10 business days of the failure, the Warranty claim will be automatically denied.

Bandit Industries, reserves the right to alter, improve, revise or modify any parts or products. Bandit Industries may also change design, specifications, or part prices without advance notice in its sole discretion.

Bandit Industries is **NOT** responsible for updating or upgrading completed equipment with design changes that are made after its production.

Bandit Industries may require the Customer to bring their equipment to the Dealer/Manufacturer for Warranty repairs. The Manufacturer **DOES NOT** pay Dealers or Customers for travel time, travel costs, diagnostic services or overtime pay. The Manufacturer does not furnish loaner equipment or reimburse for rental equipment.

BANDIT INDUSTRIES, INC.

EXPLANATION OF LIMITED WARRANTY

The Warranty Validation Form must be fully and accurately completed and submitted to Bandit Industries within 10 business days of the purchase of the equipment (or the Warranty Commencement Date if earlier). **Any and all Warranty is NULL AND VOID if the Warranty Validation Form is not returned within 10 business days of the original purchase of the equipment (or the Warranty Commencement Date).** If the original Customer elects to sell the equipment within the Warranty Period, the remaining Warranty is void.

The quickest and easiest way to solve most problems is to use this manual to identify and resolve the issue. If you are unable to do this or need additional assistance, please contact the authorized dealer and/or Bandit Industries directly.

To initiate a Warranty claim, complete and submit a Warranty Claim Form. This form is available online at www.banditchippers.com, through the authorized dealer or through Bandit Industries. While some Warranty claims will be covered by the applicable vendor, all claims must be initiated through and facilitated by Bandit Industries or the authorized dealer. Notwithstanding the foregoing, prior to any submission of a Warranty Claim Form, a customer shall be required to contact the Bandit warranty department at warranty.claims@banditchippers.com specifying the equipment failure details and obtain direction on how to process a warranty claim.

Regardless of Warranty consideration, all parts will be invoiced at the time of shipment. Warranty credits may be issued only if the claim forms are completed as required herein, the claim is determined to be valid by the Manufacturer's administrator and all defective parts requested to be returned have been timely returned to the requested location.

All requests for reimbursement for defective parts and labor cost must be made within thirty (30) days of the Warranty Commencement Date in the manner required by the Manufacturer, or the warranty claim will automatically be denied. The Manufacturer may elect, at its sole discretion, to reimburse reasonable labor costs to the customer or dealer for defective repairs; provided, however, in no event shall Manufacturer reimburse for overtime labor costs. No reimbursement will be considered without prior approval from the Manufacturer's administrator. No sales representative, agents, or other persons (other than the Manufacturer's Administrator) are authorized to approve warranty claims and/or reimbursement). The hours allowed for repair will be determined by Bandit Industries in its sole discretion. Diagnostic labor and travel expenses will not be covered under Warranty.

The Manufacturer will not reimburse the customer or dealer labor costs incurred for installing "bolt-on" or "slip-on" items, such as hydraulic pumps and motors, control valves, flow dividers, belts, sheaves, etc. The Manufacturer will provide replacement parts to the customer for defective parts during the Warranty Period. Please keep the defective parts as you will need to return them for Warranty consideration. Failure to do so shall result in a Warranty claim automatically being denied. A Bandit Industries representative will issue an RMA ("Return Merchandise Authorization") and contact the customer if the defective parts need to be returned. Failure to return any defective parts promptly to the requested location after the issuance of an RMA will automatically result in the warranty claim being denied by Manufacturer. Any parts that are returned without the proper RMA paperwork will be discarded and the warranty will be denied.

The Manufacturer will not reimburse the customer or dealer for shipping or freight charges for replacement parts or returned defective parts during the Warranty Period without prior approval. It is the customer's responsibility to install any replacement parts unless the authorized dealer expressly agrees to install them.

The Manufacturer will not reimburse travel costs to the servicing dealer without prior approval from the Manufacturer. It is the customer's responsibility to deliver the equipment to dealer's service facility unless the authorized dealer agrees to assist with equipment transportation.

All Warranty Consideration is NULL AND VOID If the Warranty Validation Form has not been timely submitted. The Warranty Validation Form can be mailed in or e-mailed to warrantyval@banditchippers.com.

THIS EXPLANATION IS NOT LEGALLY BINDING AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. PLEASE REFER TO BANDIT INDUSTRIES LIMITED WARRANTY ITSELF WHICH SHALL GOVERN AND CONTROL ANY AND ALL WARRANTY MATTERS AND CLAIMS. IN THE EVENT OF ANY CONFLICT BETWEEN THIS EXPLANATION OF LIMITED WARRANTY AND THE LIMITED WARRANTY OF BANDIT INDUSTRIES, THE TERMS OF THE LIMITED WARRANTY SHALL GOVERN AND CONTROL.

NOTICE

Prior to delivery to final Customer and during storage, this equipment must be serviced and lubricated to avoid damage that will not be covered under Warranty, see "Lubrication & Coolant" page.
Any damage or equipment failure due to incorrect or incomplete service or maintenance by the equipment Customer will not be covered under Warranty.

All controls, safety devices, guards, and shields must be correctly operational and securely in place at all times during equipment operation.



MEMORANDUM

Department of Public Services

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Mike Bernal, Public Services Manager

SUBJECT: Toro Proforce Blower Purchase

INTRODUCTION:

Due to its age and condition, the Department of Public Service recommends the replacement of the Toro Proforce Debris Blower at the Springdale Golf Course. We are requesting it be replaced with a new Toro Proforce Debris Blower, Model #44552. The blower will be purchased from Spartan Distributors, located at 1050 N Opdyke Rd, Auburn Hills, MI 48326, through OMNIA Cooperative Purchasing Agreement #2017025.

BACKGROUND:

In 2006, the City purchased a Toro Proforce Blower for each golf course. The blower at the Lincoln Hills course was previously replaced in 2020. The blower at Springdale has been identified for replacement as published in the Vehicle Replacement Schedule for FY 2022-2023.

LEGAL REVIEW:

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

FISCAL IMPACT:

The cost for the blower is \$9,829.56. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100. Currently, there are no EV models of this type available for purchase.

PUBLIC COMMUNICATIONS:

This does not apply to this purchase.

SUMMARY:

The Department of Public Service recommends the replacement of the Toro Proforce Debris Blower at the Springdale Golf Course. We are requesting that it be replaced with a new Toro Proforce Debris Blower, Model #44552. The blower will be purchased from Spartan Distributors, a provider located Auburn Hills, through the OMNIA Cooperative Purchasing Agreement #2017025. Upon receipt of the new blower, the old blower will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

Attached to this report are the agreement, the vendor quote, and the warranty information.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of one (1) Toro Proforce Debris Blower from Spartan Distributors, through the OMNIA Cooperative Purchasing Agreement #2017025, for an amount not to exceed \$9,829.56. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.

AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM & SPARTAN DISTRIBUTORS

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Spartan Distributors, a Michigan company, whose address is 1050 Opdyke Road, Auburn Hills, MI, 48326, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to purchase (1) Toro Proforce Debris Blower (#44552) for its golf course as more fully described in Attachment "A"; and

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

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the Vendor's Quotation shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this agreement and the Vendor's Quotation, the terms of this Agreement shall prevail.

2. TERM: This is an outright purchase and shall have no term.

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

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

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

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

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

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

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

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

Startan Distributors:
1050 Opdyke Road

Auburn Hills, MI 48326
Attn: Tom Gill

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

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

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

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

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

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

16. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated October 5, 2022, to the City's Cooperative Purchasing Agreement, dated October 5, 2022. In the event of a conflict in any of the terms of this Agreement and the Vendor _____ (date of response) response, the terms of this Agreement shall prevail.

17. 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.

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

Spartan Distributors

By: _____

Its: _____ VP

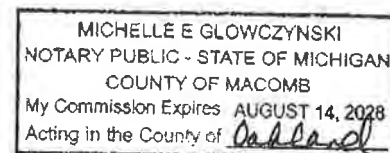
STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 17th day of October, 2022, before me personally appeared Kris Carly, who acknowledged that with authority on behalf of Spartan Distributors to do so he/she signed this Agreement.

Michelle E Glowczynski
Notary Public
Macomb County, Michigan

Acting in Oakland County, Michigan

My commission expires: 8-14-28




CITY OF BIRMINGHAM:


By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk


APPROVED:




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



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



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



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

ATTACHMENT A

October 5, 2022

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

City of Birmingham
Attn: Mike Bernal
151 Martin St
Birmingham, MI 48012

We are pleased to provide a quote on the following equipment:

(1) **TORO Pro Force Debris Blower (#44552)** \$ **9,829.56**

The above TORO pricing is based on OMNIA Contract #2017025

Pricing is subject to change at time of shipment.

DELIVERY:	As Arranged; Delivery by Spartan Distributors Truck
TERMS:	Net 30 Days
WARRANTY:	2-Year Manufacturer's Comprehensive Warranty

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Tom Gill

Tom Gill
Commercial Sales

TG/jgm



The Toro Warranty

Two-Year or 1,500 Hours Limited Warranty

Conditions and Products Covered

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly warrant your Toro Commercial product ("Product") to be free from defects in materials or workmanship for 2 years or 1,500 operational hours*, whichever occurs first. This warranty is applicable to all products with the exception of Aerators (refer to separate warranty statements for these products). Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, parts, and transportation. This warranty begins on the date the Product is delivered to the original retail purchaser.

* Product equipped with an hour meter.

Instructions for Obtaining Warranty Service

You are responsible for notifying the Commercial Products Distributor or Authorized Commercial Products Dealer from whom you purchased the Product as soon as you believe a warrantable condition exists. If you need help locating a Commercial Products Distributor or Authorized Dealer, or if you have questions regarding your warranty rights or responsibilities, you may contact us at:

Toro Commercial Products Service Department
Toro Warranty Company
8111 Lyndale Avenue South
Bloomington, MN 55420-1196
952-888-8801 or 800-952-2740
E-mail: commercial.warranty@toro.com

Owner Responsibilities

As the product owner, you are responsible for required maintenance and adjustments stated in your *Operator's Manual*. Repairs for product issues caused by failure to perform required maintenance and adjustments are not covered under this warranty.

Items and Conditions Not Covered

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This warranty does not cover the following:

- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on, or modified non-Toro branded accessories and products.
- Product failures which result from failure to perform recommended maintenance and/or adjustments.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts consumed through use that are not defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greasable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves.
- Failures caused by outside influence, including, but not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration. Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows.

Countries Other than the United States or Canada

Customers who have purchased Toro products exported from the United States or Canada should contact their Toro Distributor (Dealer) to obtain guarantee policies for your country, province, or state. If for any reason you are dissatisfied with your Distributor's service or have difficulty obtaining guarantee information, contact your Authorized Toro Service Center.

Parts

Parts scheduled for replacement as required maintenance are warranted for the period of time up to the scheduled replacement time for that part. Parts replaced under this warranty are covered for the duration of the original product warranty and become the property of Toro. Toro will make the final decision whether to repair any existing part or assembly or replace it. Toro may use remanufactured parts for warranty repairs.

Deep Cycle and Lithium-Ion Battery Warranty

Deep cycle and Lithium-Ion batteries have a specified total number of kilowatt-hours they can deliver during their lifetime. Operating, recharging, and maintenance techniques can extend or reduce total battery life. As the batteries in this product are consumed, the amount of useful work between charging intervals will slowly decrease until the battery is completely worn out. Replacement of worn out batteries, due to normal consumption, is the responsibility of the product owner. Note: (Lithium-Ion battery only): Pro-rated after 2 years. Refer to the battery warranty for additional information.

Lifetime Crankshaft Warranty (ProStripe 02657 Model Only)

The ProStripe which is fitted with a genuine Toro Friction Disc and Crank-Safe Blade Brake Clutch (integrated Blade Brake Clutch (BBC) + Friction Disc assembly) as original equipment and used by the original purchaser in accordance with recommended operating and maintenance procedures, are covered by a Lifetime Warranty against engine crankshaft bending. Machines fitted with friction washers, Blade Brake Clutch (BBC) units and other such devices are not covered by the Lifetime Crankshaft Warranty.

Maintenance is at Owner's Expense

Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, and completing recommended maintenance are some of the normal services Toro products require that are at the owner's expense.

General Conditions

Repair by an Authorized Toro Distributor or Dealer is your sole remedy under this warranty.

Neither The Toro Company nor Toro Warranty Company is liable for indirect, incidental or consequential damages in connection with the use of the Toro Products covered by this warranty, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty. Except for the Emissions warranty referenced below, if applicable, there is no other express warranty. All implied warranties of merchantability and fitness for use are limited to the duration of this express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Note Regarding Emissions Warranty

The Emissions Control System on your Product may be covered by a separate warranty meeting requirements established by the U.S. Environmental Protection Agency (EPA) and/or the California Air Resources Board (CARB). The hour limitations set forth above do not apply to the Emissions Control System Warranty. Refer to the Engine Emission Control Warranty Statement supplied with your product or contained in the engine manufacturer's documentation.



MEMORANDUM

Department of Public Services

DATE: October 14, 2022

TO: Thomas M. Markus, City Manager

FROM: Carrie A. Laird, Parks and Recreation Manager
Melissa A. Coatta, City Engineer

SUBJECT: Cartegraph Solutions Subscription Renewal

INTRODUCTION:

In 2019, the Department of Public Services, together with Engineering Department, implemented Computerized Maintenance Management Software, or CMMS, in order to improve its asset management practices. Recognized by the American Public Works Association (APWA) as a critical component of effective asset management programs, CMMS systems provide technology based tools to assist public works agencies in organizing, planning, and tracking maintenance activities on public infrastructure assets, resulting in a more efficient use of resources through data-driven decision making. Cartegraph Systems was the selected CMMS system.

BACKGROUND:

In 2013, the City was awarded a SAW Grant totaling \$1.9 million for projects associated with the development of a storm and sanitary asset management plan. Under the direction of the Engineering Department, the City undertook several related projects as part of this grant, including a comprehensive storm/sanitary asset inventory and condition assessment. The implementation of the CMMS was allocated \$110,000 in matching funds.

In 2019, the Engineering and Public Services team worked to explore several CMMS platforms, and through the bid procurement process including interviews and product demonstrations, and presentations, ultimately selected Cartegraph Systems, OMS (Operations Management Software) as its software. It was selected because of its intuitive interface, capabilities, and was among the more reasonably priced options.

Cartegraph is synced with our GIS software, and allows for gathering of data in the field with tablets or other devices. It is also used regularly to schedule and track work. The various domains of this Operations Management System include Parks and Recreation, Sanitary Sewer, and Water Distribution. It is also used to track work related to various asset or non-asset tasks. An example of an asset related task is the repair of a water main.

LEGAL REVIEW:

The City Attorney has completed a review of this contract agreement and has no concerns with form or content.

FISCAL IMPACT:

This project was included in the 2022-2023 Approved Budget. Funds are available in the Water System and Sewage Disposal funds, and General Fund, Parks Account.

PUBLIC COMMUNICATIONS:

This purchase does not require public communication, although ultimately improves communications with its ability to capture data and provide analysis of work flow and operations as part of its asset management capabilities.

SUMMARY:

The Department of Public Services together with the Engineering Department recommends continuing the software agreement with Cartegraph Systems. Its capabilities of assigning work to crews, scheduling preventative maintenance activities, tracking related costs, and updating conditions of various assets are of great value to the city.

ATTACHMENTS:

- The Agreement with Cartegraph

SUGGESTED COMMISSION ACTION:

To make a motion approving the purchase of a one year subscription of Cartegraph Solutions Software with Cartegraph Systems for a cost not to exceed \$31,360. Funds are available from the Sewage Disposal account, #590.0-538.000-811.0000, Water System account #591.0-545.000-811.0000, and General Fund, Parks Other Contractual Service account, #101.0-751.811.0000 for this service. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of notarized signatures and proof of required insurance from Cartegraph.

City of Birmingham / 10/14/2022



City of Birmingham

Cartegraph Solutions

Master Agreement

Master Agreement: MA-22-05099

Date Prepared: 10/14/2022

Date of Expiration: 11/30/2022

For any questions or assistance, please contact:

Nate Huinker

Sales Account Manager

Phone: (800) 688-2656

Mobile: +1 5635139167

Email: natehuinker@cartegraph.com

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

City of Birmingham / 10/14/2022

Master Agreement

Cartegraph Systems LLC is pleased to present this Master Agreement for its world-class technology solutions. This Master Agreement is made and entered into between City of Birmingham (hereinafter referred to as "City of Birmingham", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as "Cartegraph"), each referred to as a "Party" or collectively as the "Parties" and is effective when fully executed by both Parties ("Effective Date").

This Master Agreement 1) will exclusively govern Customer's access to and use of Solution Subscriptions and/or Solution Services; 2) is the complete and sole understanding and agreement between Parties, and supersedes any oral or written proposal, agreement, or other communication between the Parties; 3) may only be modified or amended in writing as permitted herein; 4) is governed by the terms and conditions of the Cartegraph Solutions Agreement (Addendum A), unless (i) otherwise set forth herein, or (ii) there is an applicable written Customer Agreement executed by the Parties that directly references this Master Agreement, for the Solutions referenced in this Master Agreement. Any inconsistency between the documents shall be resolved by giving precedence to 1) a Customer Agreement (ADDENDUM F), 2) this Master Agreement, and 3) the Cartegraph Solutions Agreement.

The term of this Master Agreement shall begin on the Effective Date and continue until it is terminated as permitted herein. The duration of time specified in the Investment Summary of this Master Agreement shall be the "Initial Term." Subsequently executed Sales Orders under this Agreement may add additional Solution Subscriptions and/or Solution Services to the Initial Term as well as renew the Solution Subscriptions and/or Solution Services for successive periods, each a "Renewal Term."

BY EXECUTING OR REFERENCING THIS MASTER AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THE TERMS AND CONDITIONS SET FORTH HEREIN AND ANY EXHIBITS, AND THE PARTIES AGREE TO BE LEGALLY BOUND BY SUCH AGREEMENT.

CUSTOMER ADDRESS:**LICENSEE ADDRESS:**

City of Birmingham
City of Birmingham
Department of Public Service
PO Box 3001
Birmingham, Michigan
48012

City of Birmingham
Department of Public Service
PO Box 3001
Birmingham, Michigan
48012

The following Addendums are attached to this Master Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS AGREEMENT can be found at www.cartegraph.com/solutions-agreement

ADDENDUM B - Not Used

ADDENDUM C - Not Used

ADDENDUM D - Not Used

ADDENDUM E - CARTEGRAPH OMS EDITIONS

ADDENDUM F - AGREEMENT FOR CARTEGRAPH SOLUTIONS SUBSCRIPTION RENEWAL

City of Birmingham / 10/14/2022

Investment Summary

The following represents the requested Solution Subscriptions and/or Solution Services along with their related durations (Terms).

Term 01 - 7/15/2022 - 7/14/2023 -
Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 15,093.44
2	Parks & Recreation Domain	DOM004	1	USD 0.00
3	Sanitary Sewer Domain	DOM005	1	USD 0.00
4	Water Distribution Domain	DOM010	1	USD 0.00
5	OMS User	OMSUSR	50	USD 16,266.56
Term 01 - 7/15/2022 - 7/14/2023 - Subscription TOTAL:				USD 31,360.00

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 31,360.00
--------------	---------------

Investment Notes:

- Any Customer Purchase Order, Contract, and/or Agreement must reference Cartegraph Master Agreement: MA-22-05099.
- Purchasing the Solutions presented herein through any alternative procurement method will require a revised price proposal which may include an associated price adjustment.
- Prices may include discounts, concessions, or incentives that are only applicable to this transaction and should not be assumed for future purchases.
- Prices do not include any taxes that may apply at the time of invoicing. If applicable, any such taxes are the responsibility of Customer and will appear on the respective invoice.
- Prices do not include any applicable Esri ArcGIS licenses.
- Prices are in U.S. Dollars (\$USD).
- Prices for the Initial Term are valid only if this Master Agreement is executed by 11/30/2022.
- The preprinted terms of a purchase order or any other similar document will not apply to or modify this Master Agreement or any other mutually agreed upon autorenewal thereof.

City of Birmingham / 10/14/2022

Payment

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Master Agreement, Cartegraph will provide the Solution Subscriptions and/or Solution Services as detailed in the Investment Summary.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Master Agreement. The payment for the initial term is due upon execution of the Master Agreement. Payment for any subsequent renewal terms will be due in annual installments as specified herein and prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$31,360.00

PAYMENT

- All payments are due Net 30 days from date of invoice.
- All payments are to be in U.S. Dollars (\$USD).
- For customers within the United States, any applicable taxes required at the time of invoice will be determined based on the laws and regulations of the taxing authority(s) governing the "Customer Address" identified herein.

City of Birmingham / 10/14/2022

Acceptance

BY SIGNING BELOW, EACH PARTY AGREES THAT 1) ITS SIGNATORY HAS THE AUTHORITY TO BIND THEIR PARTY TO THIS OBLIGATION, AND 2) THAT ALL USE AND ACCESS TO THE SOLUTION SUBSCRIPTION AND/OR SOLUTION SERVICES DESCRIBED HEREIN SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THE FOLLOWING ORDER OF PRECEDENCE A) A CUSTOMER AGREEMENT (ADDENDUM F), B) THIS MASTER AGREEMENT AND ALL AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN, AND C) THE CARTEGRAPH SOLUTIONS AGREEMENT.

Cartegraph Systems LLC:

DocuSigned by:

Andrew Dingman

8C1BD4ED8C354AF...

By: _____
(Signature)

Andrew Dingman

(Print Name)

Title: CFO

Date: 10/17/2022 | 2:28 PM CDT

City of Birmingham:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

City of Birmingham / 10/14/2022

ADDENDUM E

Cartegraph OMS Editions

Cartegraph OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included
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City of Birmingham / 10/14/2022

Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

Resources

Resource Management (LEMV)	Included	Included	Included	Included
Advanced Material Management			Option	Included
Fleet Management		Option	Included	Included

Assets

Asset Inventory	By Domain/Asset	By Domain/Asset	By Domain/Asset	By Domain/Asset
Container / Component	Included	Included	Included	Included
Preventative Maintenance Plans		Included	Included	Included
Asset Condition Manager / Advanced Inspections		Required w/ Fleet Mgmt.	Included	Included
Asset Builder		Option	Option	Included

AGREEMENT for Cartegraph Solutions Subscription Renewal

THIS AGREEMENT is entered into this _ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **CARTEGRAPH SYSTEMS LLC**, whose address is 3600 Digital Drive, Dubuque, IA 52003-8962, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties).

WHEREAS, the City through its Department of Public Services desires to continue software subscription services with Cartegraph Solutions Software, an Operations Management Software (OMS) program, as more fully described in Attachment "A"; and

WHEREAS, the Vendor is the provider of this technology referred to as Cartegraph Solutions Software, has the qualifications that meet the project requirements, and after request as a single source provider, has provided a cost proposal (investment summary) to continue the subscription over the term specified in Section 3,

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

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

2. TERM: This Agreement shall have a term through July 14, 2023. Either party shall have the right to terminate this Agreement on thirty (30) days written notice for breach of this Agreement. In the event of termination, the Vendor shall receive compensation for services to the date the termination takes effect.

3. TERMS OF PAYMENT: Payment terms will be net 30 days from date of invoice. Term 01 (7/15/22-7/14/23): Subscription Total: \$31,360.00.

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

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

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The parties

expect to share information with each other related to the business and activities identified in this contract ("Purpose"). Each party (the "Receiving Party") may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the "Disclosing Party"), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very nature the Receiving Party should know is confidential ("Confidential Information"). As allowable by applicable law, the Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this contract and will disclose the Confidential Information of the Disclosing Party only to the employees or permitted contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this contract and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information in the same manner as the Receiving Party protects its own confidential information of a similar nature and with no less than reasonable care.

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement after notice of non-compliance and at least a thirty (30) day opportunity to cure

10. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor is legally liable, agrees to defend, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs

and reasonable attorney fees connected therewith, and for any tangible damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of bodily injury and death and/or property damage, which arise out of an uncured material breach of the Agreement due to the gross negligence, willful act, error or omission of the Vendor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for bodily injury, death and/or property damage caused by or resulting from the gross negligence, willful act, error or omission of the City's elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Vendor 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 or the equivalent statutory coverage for their home state.

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

B. Commercial General Liability Insurance: Vendor 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, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all 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. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Vendor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Vendor shall provide the City at the time

the Agreement is returned for execution, Certificates of Insurance and/or applicable endorsements, reasonably acceptable to the City, as listed below.

- 1) One (1) copy of Certificate of Insurance for Workers' Compensation Insurance, or the equivalent statutory certificate for their home state, or a signed and notarized copy of the Sole Proprietor Form;
- 2) One (1) copy of Certificate of Insurance for Commercial General Liability Insurance;

G. Maintaining Insurance: Upon failure of the Vendor to obtain or maintain such insurance coverage for the term of the Agreement, the City may provide written notice of such failure with thirty (30) days to cure.

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Lauren Wood

Vendor: Cartegraph Systems, LLC.
3600 Digital Drive
Dubuque, IA 52003-8962
Attn: Mitch Bradley and
Contract Administrator

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

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

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

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement including Attachment A, sets forth all terms and conditions of Vendor agreement with the City. This Agreement supersedes all prior agreements or understandings between the

parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Vendor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

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

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

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

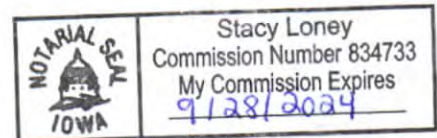
CARTEGRAPH SYSTEMS LLC:

By: Andrew Dingman
Drew Dingman
Its: CFO

Iowa
STATE OF ~~MICHIGAN~~)
Dubuque) ss:
COUNTY OF ~~OAKLAND~~)

On this 19 day of October, 2022 before me personally appeared Andrew Dingman, who acknowledged that with authority on behalf of (Vendor) to do so he/she signed this Agreement.

Stacy Loney
Notary Public
Dubuque County, Michigan Iowa
Acting in Dubuque County, Michigan Iowa
My commission expires: 9/28/2024



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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



MEMORANDUM

Department of Public Services

DATE: October 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Carrie A. Laird, Parks and Recreation Manager

SUBJECT: Fall 2022 Tree Purchase and Planting Project

INTRODUCTION:

Twice a year, the City of Birmingham plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. Sealed bids were opened on Tuesday, October 4, 2022 for the cost to provide and plant one hundred and forty-four (144) trees. The Request for Proposals (RFP) was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. The trees will be planted along various street rights-of-way and parks during the fall of 2022.

BACKGROUND:

This purchase will include providing all trees, planting, topsoil, mulch, stakes and necessary pruning. Watering is the responsibility of the resident, and the contractor is to place watering notification flyers at every property receiving a new tree. The trees also come with a 2-year warranty. The majority of the planting will occur in the right of way on various residential streets, and some will be planted in City parks. City employees or a contractor will water the park trees in the spring.

Four (4) bidders responded to the request for proposals. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Deviations?
KLM Landscape	\$64,260.00	No
Davey Tree Expert Company	\$71,136.00	Yes
T's Lawn Care and Snow Removal	\$79,000.00	No
Premier Group Associates	\$121,534.40	Yes

KLM Landscape is able to supply all trees and perform all work as requested.

LEGAL REVIEW:

The City Attorney has completed a review of this contract agreement and has no concerns with form or content.

FISCAL IMPACT:

This project was included in the 2022-2023 Approved Budget. Funds are available from the Local Streets Fund-Forestry Service Contract account, the Major Streets Fund-Forestry Service Contract account, the Local Streets Fund-Operating Supplies account, and the Major Streets Fund-Operating Supplies account for these services.

PUBLIC COMMUNICATIONS:

The Department of Public Services (DPS) mails a postcard to all residential addresses receiving a tree as part of the spring or fall planting program. It provides details of the upcoming planting project and informs them they will be receiving a tree. As mentioned, upon the tree planting, a door hanger is provided at the residence with tree care instructions including water requirements.

SUMMARY:

The RFP requires bidders to provide references, completed projects similar in scope, size and purpose, and written plan/timeline for the project. After reviewing all submitted materials, checking references, and conducting an interview, the Department of Public Services recommends awarding the "2022 Fall Tree Purchase and Planting" project to KLM Landscape. They have worked with the city on numerous other planting projects, including the Spring 2022 Tree Purchase and Planting Project and always complete any necessary warranty replacements. Also, they are the lowest and most responsive bidder.

This project consisting of 144 trees averaging \$446.25 per tree. Some recent planting costs compare as follows:

- Spring 2022: \$437.03
- Fall 2021: \$450.92
- Spring 2021: \$421.33

Upon award, the contractor will be notified to secure the tree stock and call MISS DIG before they begin planting.

ATTACHMENTS:

The Agreement including the required Insurance Certificate, Bidder's Agreement, Cost Proposal, and Iran Sanctions Act Vendor Certification Form are attached for your review.

SUGGESTED COMMISSION ACTION:

To make a motion approving the purchase and planting of one hundred and forty-four (144) trees from KLM Landscape for the Fall 2022 Tree Purchase and Planting Project for a total project cost not to exceed \$64,260.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203.0-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202.0-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203.0-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202.0-449.005-729.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

AGREEMENT OF 2022 Fall Tree Purchase and Plant

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and KLM Landscape, a Michigan Company, whose address is 70570 Powell, Armada, MI 48005, (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires installation of one hundred and forty-four (144) trees in various street right-of-ways and parks, and in connection therewith has requested proposals for tree purchase and planting; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the purchase and installation of 144 trees in various city right-of-ways and parks.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for 2022 Fall Tree Purchase and Plant, dated September 22, 2022, which includes installation of one hundred and forty-four (144) trees in various street right-of-ways and parks for a total project cost of \$64,260.00, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of (2) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all trees planted. by the Contractor through such date.

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

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

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any

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

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all 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. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

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

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

G. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Lauren Wood

Contractor:
KLM Landscape
70570 Powell
Armada, MI 48005
Attn: Kirk Knobloch

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

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

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

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

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one

percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 9/28/2022, to the City's Request for Proposals dated 9/22/2022 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor's 9/28/2022 response, the terms of this Agreement shall prevail.

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

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

CONTRACTOR:

By: Nicole Colon
Its: Office Assistant

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 5th day of October, 2022, before me personally appeared Nicole Colon, who acknowledged that with authority on behalf of KLM Landscapes to do so he/she signed this Agreement.

Mary A. Rogers
Notary Public
Saint Clair County, Michigan
Acting in Macomb County, Michigan
My commission expires: 12-05-2024

Mary A Rogers
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Saint Clair
My Commission Expires December 5, 2026
Acting in the County of Macomb

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2022

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

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

PRODUCER Core Insurance Group LLC 50787 Corporate Dr Shelby Township MI 48315	CONTACT NAME: Heidi Schluessler PHONE (A/C, No, Ext): (248) 847-2673 E-MAIL ADDRESS: heidis@coreinsured.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10857
INSURED KLM Landscape dba KLM Scape & Snow, LLC 70570 Powell Road Amada MI 48005		

COVERAGES**CERTIFICATE NUMBER:** CL2211101682**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AI, WOS, PNC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPJ9481899	01/11/2022	01/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CCJ9481899	01/11/2022	01/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CXJ9481899	01/11/2022	01/11/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	3000112253	01/11/2022	01/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage as defined in policies. 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, are added as additional insured in regards to General Liability and Auto Liability including primary non-contributing. 30 day cancellation.

CERTIFICATE HOLDER**CANCELLATION**City of Birmingham
851 S Eton St

Birmingham

MI 48009

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT A



REQUEST FOR PROPOSALS

For 2022 Fall Tree Purchase and Plant

Sealed proposals endorsed **“2022 Fall Tree Purchase and Plant”**, will be received at the Department of Public Services, 851 S. Eton Street, Birmingham, Michigan, 48009; until **Tuesday, October 4th, 2022 at 2 p.m.**, after which time bids will be publicly opened and read. Results will be posted on MITN.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to install one hundred and forty-four (144) trees in various street right-of-ways and parks. Tree stock to be 3”- 3.5” caliper. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, 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, 851 S. Eton, Birmingham, Michigan, ATTENTION: Carrie Laird.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	September 22, 2022
Deadline for Submissions:	Tuesday, October 4, 2022 at 2 p.m.
Contact Person:	Carrie Laird 851 S. Eton St. Birmingham, MI 48009 Phone: 248-530-1714 Email: claird@bhamgov.org



REQUEST FOR PROPOSALS
For 2022 Fall Tree Purchase and Plant

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors/firms to install one hundred and forty-four (144) trees in various street right-of-ways and parks throughout the City. Tree stock to be 3”-3.5” caliper. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City’s best interest will be served and reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by October 25th, 2022. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to install one hundred and forty-four (144) trees in various street right-of-ways and parks.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than October 4, 2022 at 2 p.m. to:

City of Birmingham
Attn: Carrie Laird
851 S. Eton St.
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“2022 Fall Tree Purchase and Plant”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor’s Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to:

Carrie Laird, 851 S. Eton St., Birmingham, MI 48009

OR claird@bhamgov.org

Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.
6. Previous successful planting projects in Birmingham.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified 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 proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than 5% of the total bid price, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

No proposal shall be withdrawn for a period of Six (6) months after the date set for the opening of bids.

A single check, bond or draft may serve to cover 2 or more alternative proposals when such alternative proposals are submitted by the same bidder.

7. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
8. 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.
9. The Contractor will not exceed the timelines established for the completion of this project.
10. 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 RFP.
 - a. Bidder's Agreement (Attachment B - p. 22)
 - b. Cost Proposal (Attachment C - p. 23)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 25)
 - d. Agreement (p. 14 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 10).
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The contractor will be responsible for obtaining the building and parking permits if applicable at no cost to the contractor.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
11. 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, Birmingham 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 PROPOSAL MATERIALS

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

LIQUIDATED DAMAGES:

The contractor shall pay to the City of Birmingham as liquidated damages, the sum of \$500/per day for each calendar day after the time period specified under "Time of Completion" that the work to be performed by the Contractor is not completed. Liquidated damages are established to compensate the City and the public for costs

caused by the Contractor by the inconvenience of extending the work beyond the time specified.

For the purposes of determining liquidated damages, the contract time for work shall be increased proportionately to increases in contract value (if any) provided both of the following conditions are met:

1. Increase in contract value is greater than 10% of the base bid.
2. The parties have not adjusted the contract time by other mutually agreeable means such as an executed change order.

PROJECT TIMELINE

It is anticipated that this project will be completed by December 16, 2022.

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

SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The Contractor shall furnish all labor, materials, and equipment required to perform all required work necessary for the purchase and installation of one hundred and forty-four (144) 3"-3.5" caliper trees in various street right-of-ways and city parks in accordance with the requirements as defined and noted herein.
2. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner. **All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.**
3. The Contractor shall be responsible for repairing any damage caused as a result of working, including grass repairs with seed and topsoil. Damage to irrigation systems must be reported immediately to the City representative. Damaged irrigation pipes should be left above ground and capped/taped off.
4. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines. **The Contractor shall provide the City with a copy of its COVID-19 Plan required by MIOSHA**
5. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
 - a. **The City of Birmingham requires a 2-year unconditional guarantee, from date of installed, to replace dead or dying trees at the City of Birmingham's request.**
6. The Contractor shall comply will all City of Birmingham's regulations for maintaining construction sites.
7. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.
8. Substitutions: Substitutions may be allowed for certain species depending on availability, but every effort to supply requested species is preferable.

GENERAL GUIDELINES

Planting:

Stock shall be handled in such a manner that the roots shall remain intact, the branches unbroken, and the bark intact and not loosened from the wood.

Tree balls must be transported and unloaded in such a way as to minimize breaking of the tree ball. Rolling of tree balls down ramps is an unacceptable procedure. Ball carts or “tree jaws” are the preferred methods for moving trees. Loading with mechanical buckets or forks is permitted provided padding is in place to protect the tree trunks from abrasion.

All trees will be planted according to ANSI tree planting specifications. Tree holes shall be dug so root flare is at soil level. Tree holes shall be 12” wider than the root spread of the tree to be planted. On wet, poorly drained sites, the tree should be planted a few inches higher than normal. Measure the proper depth before placing the tree in the hole. All trees shall be planted plumb. All planting holes shall be at least twice the size of the root ball at the top of the planting hole. If unsure about planting in the rain, contractor shall check with City representatives. Trees are not to be placed in front of homes or businesses in advance of planting. Tree holes are not to be dug and left open overnight.

The top 2/3 of the wire basket, twine and burlap must be removed after the tree is firmly set in place in the planting hole. This removal shall include binding twine, burlap, wire loops and first row of wire squares. Existing root balls will be disposed of by contractor. Cut and remove the upper part of the wire basket so it will not interfere with roots as they grow. The hole shall be backfilled with topsoil (see #2 below) and watered. The surface for a radius of three (3) feet around the tree shall be slightly saucered to retain moisture.

The contractor shall remove any existing trees or stumps that may be in the planting location. Restoration of any lawn damaged during installation shall be the responsibility of the tree planting contractor.

All unused excavated material shall be removed from the location and shall be disposed of in a legal and approved manner. The planting site shall be left in a neat and clean condition.

Trees that are planted at the wrong site will be removed and replaced at the Contractor’s expense, and the correct species of tree will be planted. The City of Birmingham reserves the right to reject the replanting of a tree that was planted at a wrong address if it is to be transferred to the correct address.

Topsoil:

Backfill material shall consist of one-half native soil and no more than one-half imported topsoil. Native soil, especially clay, is NOT to be placed on top of

any planted root ball. Only topsoil is to be used in this application. **[NO** backfill shall be placed on top of the root ball of the tree].

Topsoil for backfilling shall be fertile, friable, natural topsoil. It shall be without admixture of subsoil and shall be reasonably free of stones, lumps, plants or their roots, sticks or other extraneous matter, and shall not be delivered in a frozen condition. Soil shall contain at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter determined by ignition after being dried to a constant weight at 221°F. The City reserves the right to reject any loads of topsoil which do not meet the above specifications.

Mulch:

Trees are to be mulched 3" with high quality hardwood mulch. Care should be exercised to ensure that no "mulch volcanoes" are created.

Pruning:

Trees should have a central leader and a radial branching structure. Any branches that might tend to develop into "V" crotches shall be subordinated so as not to become co-dominant. Care shall be taken in pruning to preserve the natural character of the tree. Dead, broken and badly bruised branches shall be removed with a clean cut.

Staking:

All trees must be staked, unless otherwise requested by the City.

Watering (Spring Plant Only):

Trees shall be adequately watered (10-20 gallons) immediately after planting.

Notification:

Tree care notices (supplied by the City) shall be placed at all residential locations upon completion of the planting.

Responsibility for Damage:

The Contractor shall be responsible for all damage done to sod, sidewalk, drive approaches, underground sprinkling systems, wiring, piping, etc., that may occur during the planting operation. The Contractor shall also be responsible for notifying Miss Dig of the starting date of the project far enough in advance to allow all of the utilities to respond. The Contractor will remove the Miss Dig flags and dispose of them after the tree is planted. The Contractor will repair any broken sprinkler lines within 24 hours of any breakage.

Specifications for Plant Materials:

Materials must be free of Insects, Disease or Damage:

All plants shall be strong, healthy, clean, well grown, free from insects, disease, rodent or mechanical injuries, disfiguring knots, sun scald, burns, frost cracks,

broken bark and dead branches, broken roots, stubs, or any other objectionable features or the results of any of the above mentioned objections. All scars of former pruning shall be smooth and healed.

Sizes:

All plants shall be of the size specified. The size stated in each case being interpreted to mean dimensions of the plant as it stands in its natural position in the nursery without straightening out of the branches or removing any of its branches or leaders.

Balled and Burlap:

Plants marked B&B are to be balled and burlapped in the original and undisturbed soil in which they are grown. Plants having earth applied in any manner to the roots after they are dug shall not be accepted. The root balls of plants should be moist and not dried out. Trees will not be accepted if the balls of earth are loosened or broken. Trees may be staked upon request by the City. The minimum diameter of the balls of earth shall be at least equal to those given in the following schedule:

<u>Diameter of tree in Inches</u>	<u>Diameter of Ball in Inches</u>
(a) To 1.5"- 2"	Container
(b) To 2½	24
(c) To 3	28
(d) To 3½	32
(e) To 4	36

Certificates of Inspection:

All shipments of trees must be inspected by the State Department of Agriculture or other appropriate agency, before removal from the nursery, and declared and certified free from disease and insects, subject to local, state, and federal laws relative to the shipping of plants in interstate commerce. All necessary inspection certificates must accompany each shipment.

AGREEMENT OF 2022 Fall Tree Purchase and Plant

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

WHEREAS, the City desires installation of one hundred and forty-four (144) trees in various street right-of-ways and parks, and in connection therewith has requested proposals for tree purchase and planting; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the purchase and installation of 144 trees in various city right-of-ways and parks.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for 2022 Fall Tree Purchase and Plant, dated _____, 2022, which includes installation of one hundred and forty-four (144) trees in various street right-of-ways and parks, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of (2) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all trees planted. by the Contractor through such date.

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

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

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any

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

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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

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

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

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

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

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

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

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

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Lauren Wood

Contractor:

Attn: _____

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

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

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

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

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to

the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

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

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

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

CONTRACTOR:

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

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

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

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For 2022 Fall Tree Purchase and Plant

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL

For 2022 Fall Tree Purchase and Plant

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 5-6)

Species	Quantity	Price Per Tree Installed (w. mulch, stakes, labor, etc.)	Total Price (Includes 2 year warranty)	Comments: Substitution, variety, etc.
Amelanchier laevis (serviceberry)	7	\$	\$	
Betula nigra (river birch)	5	\$	\$	
Carpinus caroliniana (American hornbeam)	7	\$	\$	
Celtis occidentalis (hackberry)	3	\$	\$	
Cercidiphyllum japonicum (katsura tree)	2	\$	\$	
Cladrastis kentukea (yellowwood)	8	\$	\$	
Eucommia ulmoides (hardy rubber tree)	2	\$	\$	
Ginkgo biloba (ginkgo)	10	\$	\$	
Ginkgo biloba 'Goldspire' (Goldspire ginkgo)	2	\$	\$	
Gymnocladus dioicus (Kentucky coffeetree)	6	\$	\$	
Liquidambar styraciflua (sweetgum) MALE ONLY	2	\$	\$	
Liquidambar styraciflua 'Slender Silhouette' (Slender Silhouette sweetgum)	6	\$	\$	
Liriodendron tulipifera (tuliptree)	4	\$	\$	
Maackia amurensis (amur maackia)	7	\$	\$	
Magnolia x soulangeana (saucer magnolia)	4	\$	\$	

Species	Quantity	Price Per Tree Installed (w. mulch, stakes, labor, etc.)	Total Price (Includes 2 year warranty)	Comments: Substitution, variety, etc.
Malus spp (fruitless variety of crabapple)	2	\$	\$	
Metasequoia glyptostroboides (dawn redwood)	7	\$	\$	
Nyssa sylvatica (blackgum)	4	\$	\$	
Ostrya virginiana (hophornbeam)	3	\$	\$	
Platanus × acerifolia (London plane)	6	\$	\$	
Prunus sargentii (Sargent cherry)	4	\$	\$	
Quercus alba (white oak)	1	\$	\$	
Quercus bicolor (swamp white oak)	7	\$	\$	
Quercus macrocarpa (bur oak)	3	\$	\$	
Syringa reticulata (Japanese tree lilac)	8	\$	\$	
Taxodium distichum (baldcypress)	6	\$	\$	
Tilia tomentosa (silver linden)	5	\$	\$	
Ulmus americana/Ulmus x (Disease resistant American or hybrid elm)	8	\$	\$	
Ulmus parvifolia (Chinese elm)	4	\$	\$	
Zelkova serrata (Japanese zelkova)	1	\$	\$	
TOTAL	144		\$	

Firm Name_____

Authorized signature_____ Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 2022 Fall Tree Purchase and Plant

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

ATTACHMENT B - BIDDER'S AGREEMENT
For 2022 Fall Tree Purchase and Plant

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

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

Kirk Knobloch	9/28/2022
PREPARED BY (Print Name)	DATE
Owner	9/28/2022
TITLE	DATE
 AUTHORIZED SIGNATURE	KLM@KLMLandscape.net E-MAIL ADDRESS
KLM Landscape COMPANY	
70570 Powell Armada, MI 48005	586-752-5562
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT C - COST PROPOSAL
For 2022 Fall Tree Purchase and Plant

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 5-6)

Species	Quantity	Price Per Tree Installed (w. mulch, stakes, labor, etc.)	Total Price (Includes 2 year warranty)	Comments: Substitution, variety, etc.
Amelanchier laevis (serviceberry)	7	\$ 495.00	\$ 495.00	
Betula nigra (river birch)	5	\$ 450.00	\$ 450.00	
Carpinus caroliniana (American hornbeam)	7	\$ 495.00	\$ 495.00	
Celtis occidentalis (hackberry)	3	\$ 400.00	\$ 400.00	
Cercidiphyllum japonicum (katsura tree)	2	\$ 495.00	\$ 495.00	
Cladrastis kentukea (yellowwood)	8	\$ 495.00	\$ 495.00	
Eucommia ulmoides (hardy rubber tree)	2	\$ 495.00	\$ 495.00	
Ginkgo biloba (ginkgo)	10	\$ 515.00	\$ 515.00	
Ginkgo biloba 'Goldspire' (Goldspire ginkgo)	2	\$ 515.00	\$ 515.00	
Gymnocladus dioicus (Kentucky coffeetree)	6	\$ 495.00	\$ 495.00	
Liquidambar styraciflua (sweetgum) MALE ONLY	2	\$ 450.00	\$ 450.00	
Liquidambar styraciflua 'Slender Silhouette' (Slender Silhouette sweetgum)	6	\$ 495.00	\$ 495.00	
Liriodendron tulipifera (tuliptree)	4	\$ 450.00	\$ 450.00	
Maackia amurensis (amur maackia)	7	\$ 595.00	\$ 595.00	
Magnolia x soulangeana (saucer magnolia)	4	\$ 515.00	\$ 515.00	

Species	Quantity	Price Per Tree Installed (w. mulch, stakes, labor, etc.)	Total Price (Includes 2 year warranty)	Comments: Substitution, variety, etc.
Malus spp (fruitless variety of crabapple)	2	\$ 525.00	\$ 525.00	
Metasequoia glyptostroboides (dawn redwood)	7	\$ 100.00	\$ 100.00	
Nyssa sylvatica (blackgum)	4	\$ 450.00	\$ 450.00	
Ostrya virginiana (hophornbeam)	3	\$ 555.00	\$ 555.00	
Platanus x acerifolia (London plane)	6	\$ 400.00	\$ 400.00	
Prunus sargentii (Sargent cherry)	4	\$ 495.00	\$ 495.00	
Quercus alba (white oak)	1	\$ 495.00	\$ 495.00	
Quercus bicolor (swamp white oak)	7	\$ 495.00	\$ 495.00	
Quercus macrocarpa (bur oak)	3	\$ 450.00	\$ 450.00	
Syringa reticulata (Japanese tree lilac)	8	\$ 495.00	\$ 495.00	
Taxodium distichum (baldcypress)	6	\$ 190.00	\$ 190.00	
Tilia tomentosa (silver linden)	5	\$ 555.00	\$ 555.00	
Ulmus americana/Ulmus x (Disease resistant American or hybrid elm)	8	\$ 300.00	\$ 300.00	
Ulmus parvifolia (Chinese elm)	4	\$ 300.00	\$ 300.00	
Zelkova serrata (Japanese zelkova)	1	\$ 515.00	\$ 515.00	
TOTAL	144		\$ 64,260.00	

Firm Name KLM Landscape

Authorized signature _____



Kirk Knobloch, owner

Date 09/28/2022

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 2022 Fall Tree Purchase and Plant

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.

Nicole Colon	9/28/2022
PREPARED BY (Print Name)	DATE
Office Assistant	9/28/2022
TITLE	DATE
	Nicole@KLMLandscape.net
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
KLM Landscape	
COMPANY	
70570 Powell Armada, MI 48005	586-752-5562
ADDRESS	PHONE
N/A	
NAME OF PARENT COMPANY	PHONE
ADDRESS	
38-3304871	
TAXPAYER I.D.#	



MEMORANDUM

Department of Public Services

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Mike Bernal, Public Services Manager

SUBJECT: Gorno Ford Vehicle Purchases

INTRODUCTION:

Due to its age and condition, the Department of Public Service recommends the replacement of vehicle #202, a 2006 Chevy Malibu with 44,972 miles. We also recommend adding one (1) additional vehicle into its fleet which will be utilized by the Director of Engineering. Both vehicles will be purchased from Gorno Ford, located at 22025 Allen Road, Woodhaven, MI 48183, through the MiDeal Cooperative Purchase Agreement #4WDU-0050A.

BACKGROUND:

The Department of Public Service's maintenance garage currently utilizes vehicle #202, a 2006 Chevy Malibu, with 44,972 miles, as a loaner/pool vehicle. This vehicle has been identified for replacement, as illustrated below. The additional vehicle will be purchased for the Director of the Engineering Department.

#202 – 2006 Chevy Malibu

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	16
Miles/Hours	1 point each 10,000 miles of usage	5
Type of Service	Type 1 – Standard duties	1
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	5
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	3
Condition	Level 4 – Severe damage, rust, operating system, inoperable	4
Total points 28+, poor, needs priority replacement		34

LEGAL REVIEW:

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

FISCAL IMPACT:

The cost for each vehicle is \$39,552, totaling \$79,104 for both vehicles. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100. There are currently no EV models of this type available for purchase at this time.

PUBLIC COMMUNICATIONS:

This does not apply to this purchase.

SUMMARY:

Based on age and condition, the Department of Public Service recommends the replacement of vehicle #202, a 2006 Chevy Malibu with 44,972 miles. We also recommend adding one (1) additional vehicle into its fleet to be utilized by the Director of Engineering. Both new vehicles will be 2023 Ford Explorer Base Model 4x4 vehicles. Upon receipt of the new vehicle, the old vehicle will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

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

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of two (2) 2023 Ford Explorers from Gorno Ford, located at 22025 Allen Road, Woodhaven, MI 48183, under the State of Michigan MiDeal Cooperative Purchase Agreement #4WDU-0050A, in the amount not to exceed \$79,104 for both vehicles. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.

AGREEMENT FOR VEHICLE PURCHASE BETWEEN THE CITY OF BIRMINGHAM AND GORNO FORD

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Gorno Ford, located at 22025 Allen Road, Woodhaven, MI 48183, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to purchase two (2) 2023 Ford Explorer AWD base models, through a governmental cooperative purchasing agreement; and

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

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

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

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

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

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

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

6. INDEPENDENT VENDOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor's role in providing equipment to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall

have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Vendor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Vendor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

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

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

Vendor: Gorno Ford
22025 Allen Road
Woodhaven, MI 48183
Attn: Jim Agney

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

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

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

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

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

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

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

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

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

GORNO FORD

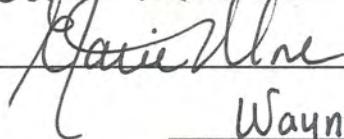
By: 

Its: GOVT. FLEET SALES

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

JIM AGNEY
jagney@gomoford.com
(Direct) 734-671-4033
(Fax) 734-671-4034

On this 4 day of October, 2022, before me personally appeared James Agney, who acknowledged that with authority on behalf of Gorno Ford, to do so he/she signed this Agreement.



Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 7-27-2027

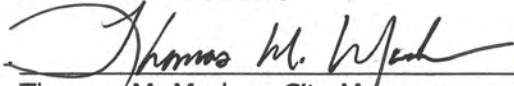
ELAINE MOORE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jul 27, 2027
ACTING IN COUNTY OF Wayne


CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

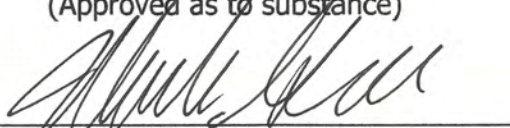
By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


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

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


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

ATTACHMENT A

REVISED

DATE: **10/3/22** **(Base Explorer – AWD) (Incoming)**

TO: MIKE BERNAL, CITY OF BIRMINGHAM
248-530-1701 (DIRECT) (CELL) 248-752-1514 mbernal@bhamgov.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: **MiDEAL #4WDU-0050A (2) 2023MY FORD EXPLORER BASE MODEL, 4x4, OXFORD WHITE/STONE CLOTH, 3.3L V6, 10spd. A/T, A/C, PRIVACY GLASS, AM/FM/SYNC, MP3, CAPLESS FUEL FILLER, FRONT TOW HOOKS, P255/65R18AS, ALUM. WHEELS, PWR. WINDOWS/LOCKS/Htd. MIRRORS, BLIND SPOT MIRRORS, 8-WAY PWR. DRIVER SEAT, THIRD ROW SEATING, TILT/CRUISE, ADVANCE TRAC w/ROLL STABILITY CNTRL., TPMS, PWR. DISC BRKS., AIR BAGS, TRACTION CNTRL., REAR VIEW CAMERA, ALL-WEATHER H.D. FLOOR MATS, CLASS IV TOW PKG.**

F.O.B. DELIVERED TO BIRMINGHAM, MI **\$39,552.00** each
(MSRP = \$41,940.00)

10/4/22

Above quoted unit is available for an out of stock sale (OSS), expected ETA is SPRING 2023 delivery.

Available on a "First come first serve" basis.

Due to current chip shortage and various other supply chain issues Ford Motor Company has put Government Fleet Sales on allocation and requires a signed quote or purchase order to secure unit.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

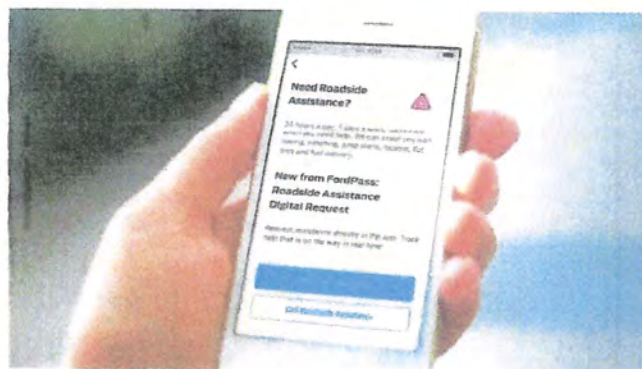
Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Birmingham. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**2022 Explorer > Specs***+ 2023 MY***Warranties****24-HOUR ROADSIDE ASSISTANCE⁽¹⁾**

- Owners can call the toll-free number (1-800-241-3673) 24 hours a day
- Customers can also use their FordPass⁽²⁾ App:
 - Tap the red Hazard icon at the top of the screen
 - Tap the Make an e-Request button
 - Follow the prompts, which allow owners to identify the type of service they need
 - Owners can follow real-time progress of their request on the FordPass map
- Services available include flat tire change, towing to the nearest Ford dealership, fuel delivery, jump start and lockout assistance
- The FordPass App also offers a link to Accident Assistance under Vehicle Details/Vehicle Support
 - Accident Assistance includes information on what to do in an accident and about collision repairs
 - It also provides a collision shop locator that identifies the nearest Ford Certified Collision Center

**POWERTRAIN LIMITED WARRANTY**

- Powertrain Limited Warranty for Ford vehicles is 5 years or 60,000 miles, whichever comes first
- That's an additional 2 years/24,000 miles (whichever comes first) of coverage beyond the bumper-to-bumper coverage for components such as the engine, transmission and front- or rear-wheel-drive parts

NEW VEHICLE LIMITED WARRANTIES

- 3-year/36,000-mile (whichever comes first) bumper-to-bumper; no deductible
- 5-year/60,000-mile (whichever comes first) Powertrain Limited Warranty
- 5-year/unlimited-mileage (whichever comes first) Corrosion Perforation (aluminum panels don't require perforation)
- 5-year/60,000-mile (whichever comes first) Safety Restraint Warranty

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MEMORANDUM

Department of Public Services

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Lauren A. Wood, Director of Public Services
Mike Bernal, Public Services Manager

SUBJECT: Sensus Meter Replacement Batteries

INTRODUCTION:

The Department of Public Services is entering phase II of its meter battery replacement program. We are seeking approval to purchase the remaining (355) replacement batteries. The parts will be purchased from ETNA Supply Company, a local sole-source provider of Sensus Meter Systems and parts. The expected delivery time is 15 weeks due to manufacturer delays in the supply chain.

BACKGROUND:

In late 2011, the Department of Public Services (DPS) implemented a smart water meter system that enabled the City and its residents to access their water usage information through a web-based portal. The battery in the meters have a 10-year life span and are now in need of replacement. Without them, the meters become inactive, and the City cannot obtain accurate water usage readings during billing cycles.

LEGAL REVIEW:

All documentation has been reviewed and approved by the City Attorney's Office.

FISCAL IMPACT:

The funds for this purchase, totaling \$182,825, are available in the Meter Shop – Meter account #591.0-541.000-747.0000. There are no sustainability options available for this product.

PUBLIC COMMUNICATIONS:

Residents will have an advanced notification to schedule the appointment for the installation of the replacement battery.

SUMMARY

The Department of Public Services recommends the phase II purchase of the meter replacement batteries in the amount not to exceed \$182,825 from ETNA Supply Company, a local sole-source provider of Sensus Meter Systems and parts.

ATTACHMENTS:

Attached to this report are the agreement, the vendor quote, and the warranty information.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of (355) meter replacement batteries in the amount not to exceed \$182,825 from Etna Supply Company located at 2158 Gratiot Avenue, Detroit, MI 48207. Funds for this purchase are available in the Meter Shop - Meter account #591.0-541.000-747.0000.

**AGREEMENT FOR PURCHASE OF REPLACEMENT METER
CHAMBERS BETWEEN THE CITY OF BIRMINGHAM & ETNA SUPPLY
COMPANY**

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and ETNA Supply Company, a Michigan company, whose address is 2158 Gratiot Avenue, Detroit, MI 48207, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to purchase replacement chambers for the City's water meters; and

WHEREAS, the Vendor has qualifications that meet the purchase requirements and has provided a response and cost proposal to provide the replacement chamber parts.

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

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

2. TERM: This is an outright purchase and shall have no term.

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

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

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Vendor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor shall inform its employees of the confidential or proprietary nature of such information and shall

limit access thereto to employees rendering services pursuant to this Agreement. The Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

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

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

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

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

ETNA Supply Company:
2158 Gratiot Ave.
Detroit, MI 48207
Attn: Todd Bennett

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

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

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

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

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

15. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to

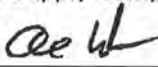
have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000.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

16. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated August 9, 2022, to the City's Cooperative Purchasing Agreement. In the event of a conflict in any of the terms of this Agreement and the Vendor August 9, 2022 response, the terms of this Agreement shall prevail.

17. 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.

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

ETNA Supply Company

By: 

Its: Municipal Division Mgr.

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 6th day of October, 2022 before me personally appeared Al Weber who acknowledged that with authority on behalf of Etna Supply to do so he/she signed this Agreement.

Lynne Marie Oosterhouse
Notary Public
Kent County, Michigan
Acting in _____ County, Michigan
My commission expires: 2/7/2027



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

ATTACHMENT A



ETNA SUPPLY - GRAND RAPIDS
4901 CLAY AVENUE SW
GRAND RAPIDS, MI 49548-3038
616 241 5414
Fax 616 241 4786



Quotation

QUOTE DATE	QUOTE NUMBER
08/09/2022	S104687754
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012-3001

CITY OF BIRMINGHAM
851 S EATON STREET
BIRMINGHAM, MI 48012

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
43864	QUOTE		Todd Bennett		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Al Weber		DIRECT	NET 25TH	08/08/2022	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
355ea	SENSUS OMNI+ T2 - 1-1/2" #018A 1 GAL MEASURING CHAMBER ASSY TRPL 20FT CABLE ***T1X9XX2GXA0XXSD*** *Nonstock - Restock Policy Applies* Pn: 581403 * METERS WILL BE SHIPPED DIRECTLY FROM SENSUS. WARRANTY ON OMNI/OMNI+ REGISTERS ARE 10 YEARS FROM DATE OF SHIPMENT. SEE ATTACHED SENSUS G-500 WARRANTY Product will be shipped via FedEx or UPS			515.000/ea	182825.00
<div>This Quotation is controlled by ETNA's standard terms and conditions ("ETNA's Standard Terms") found at https://www.etnasupply.com/TermsandConditionsofQuotation. Any other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE!</div> <div>Prices are firm for -51 days. Price subject to change after -51</div>				Subtotal	182825.00
				S&H Charges	0.00
				Amount Due	182825.00

Sensus Limited Warranty

G-500 R24

1. **General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. **SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. **ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

4. **IPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the IPERL Data Sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The IPERL System Component warranty does not include the external housing.

5. **SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. **Sensus OMNI™, OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for one (18) months from the date of Sensus shipment.

7. **Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

8. **Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

9. **Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

10. **Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (Including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³
Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³

11. **ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

³ Sensus will repair or replace non-performing:

- IPERL System Batteries, and/or the IPERL System flowtube, the flow sensing and data processing assemblies, and the register ("IPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list price in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmittal Rate of hourly or greater for the analog channel(s).

⁶ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

⁷ Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

12. IPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Iron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO

WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (ii) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (iii) ANY IN/OUT COSTS; NOR (iv) MANUAL METER READ COSTS AND EXPENSES; NOR (v) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.



MEMORANDUM

Department of Public Services

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Mike Bernal, Public Services Manager

SUBJECT: Golf Course Fertilizer/Turf Products

INTRODUCTION:

On Friday, July 29, 2022, the Department of Public Services publicly opened bids entitled "Turf Chemicals" that were submitted in response to an RFP posted on MITN. The Bid responses were to provide fertilizers and other turf products to be used at the municipal golf courses to maintain and beautify the courses.

BACKGROUND:

A total of three bids were received, although not all of the bidders were able to provide pricing for all the products requested. Previous experience with the vendor, customer service, and availability of the products is considered when evaluating bids.

After reviewing all responses, each product is the same across each vendor based on agency pricing set by the product manufacturer. The Department of Public Services recommends purchases from the following three companies.

<u>Company</u>	<u>City</u>	<u>Bid Amount</u>
Harrell's	Howell, MI	\$24,000
Target Specialty Products	White Lake, MI	\$24,000
Great Lakes Turf	Byron Center, MI	\$9,000
	Total	\$57,000

The type of products needed for specific applications is based on many variables, such as the time of year, current weather conditions, turf conditions, targeted pests, etc. Multiple vendors are required to purchase all of the fertilizers and turf products needed due to product availability at the time of the need. The Grounds Superintendent is responsible for determining which product is appropriate for use at that time.

LEGAL REVIEW:

All documentation has been reviewed and approved by the City Attorney's Office.

FISCAL IMPACT:

The total costs will fluctuate but will not exceed the amount of \$57,000 for the season. Funds are available in the operating supplies account for each golf course, account numbers 584.1-753.001-729 and 584.2-753.001-729. Sustainable/eco-friendly options will be selected whenever possible.

PUBLIC COMMUNICATIONS:

Notifications are posted in all affected areas on the days of the applications. Product applications will not be made while the golf courses are in use.

SUMMARY:

The Department of Public Services recommends approval of the fertilizer and other turf product purchases for the Birmingham Golf Courses with the following three vendors; Harrells, Target Specialty Products, and Great Lakes Turf. Purchases will be made upon the actual need for the products; therefore, the cost will fluctuate. The total amount of all purchases not to exceed \$57,000.

ATTACHMENTS:

Attached to this report are the agreements with the RFP and the vendor's insurance attached for each of the three recommended vendors.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of the fertilizers and other turf products for Lincoln Hills and Springdale Golf Courses from Harrell's for \$24,000, Target Specialty Products for \$24,000, and Great Lakes Turf for \$9,000, with the total amount of all purchases not to exceed \$57,000 from all three vendors combined.

AGREEMENT OF TURF CHEMICALS

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Harrell's a Michigan Vendor, whose address is 12800 Fairlane Livonia MI, (hereafter referred to as Vendor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City of Birmingham, through the Department of Public Services, is desirous in having turf chemicals supplied to the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement of turf chemicals and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Vendor has professional qualifications that meet the product requirements and has made a bid in accordance with such request for cost proposals to supply turf chemicals.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide the supplying of turf chemicals and the Vendor's cost proposal dated August 2nd, 2022, 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. TERM: This Agreement shall have a term of (1) year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Vendor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all turf chemicals prepared by the Vendor through such date.

3. TERMS OF PAYMENT: The Vendor will invoice monthly for all material provided. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of product provided, the amount provided, the date provided, and the total cost of the invoice. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Vendor, either by offset to any amounts due and owing Vendor for material provided

to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Vendor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all 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.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Vendor will provide services that are customarily subject to this type of coverage.

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

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

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

G. Maintaining Insurance: Upon failure of the Vendor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Bryan Grill

Vendor:
_Harrell's_____
_Box 807_____
_Lakeland FL 33802_____
Attn: Doug Johanningsmeier_____

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

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

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

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

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

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

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Aug 2nd, 2022, to the City's Request for Proposals dated July 29th, 2022, (attached hereto as "Agreement"). In the event of a conflict in any of the terms of this Agreement and the Vendor's response, the terms of this Agreement shall prevail.

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

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

Vendor

By: Ella Kimbrel
Its: SVP, HR

FLORIDA
STATE OF ~~MICHIGAN~~)
POLK) ss:
COUNTY OF ~~OAKLAND~~)

On this 24 day of August, 2022, before me personally appeared Ella Kimbrel, who acknowledged that with authority on behalf of Harrell's, LLC to do so he/she signed this Agreement.

Mary E. Esner
Notary Public
Polk County, ~~Michigan~~ FLORIDA
Acting in _____ County, Michigan
My commission expires: 3/14/26



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

ATTACHMENT A - BIDDER'S AGREEMENT
For Turf Chemicals

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

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

Doug Johanningsmeier	8/2/2022
PREPARED BY (Print Name)	DATE
DSR	8/2/2022
TITLE	DATE
<i>Doug Johanningsmeier</i>	djohanningsmeier@harrells.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Harrell's	
COMPANY	
12800 Fairlane Livonia MI	248-302-2054
ADDRESS	PHONE
Harrell's	800-282-8007
NAME OF PARENT COMPANY	PHONE
Box 807 Lakeland FL 33802	
ADDRESS	

ATTACHMENT B - COST PROPOSAL
For Turf Chemicals

In order for the bid to be considered valid, this form must be completed in its entirety.

COMPANY					
PRODUCTS					
INSECTICIDES:	PKG SIZE	UNIT PRICE	CS/BG PRICE	QTY.(cs.)	Alt
Merit 75 WSP Mega Mini	110x1.6oz	\$1570.25		2	
Alternate Imidacloprid					
Acelepryn	64oz. Jug	\$1137.50		1	
Alternate	Gallons	\$ 457.00			Tetrino from Bayer
Dylox 6.2G	30lbs bag	\$ 39.00		10	
Alternate					
FUNGICIDES					
Velista	22oz	\$264.00		6	
Alternate					
Xzemplar	11.4oz	\$191.06		3	
Alternate	114 oz	\$1659.84			
Concert	2x2.5gal	\$240.00		20	
Alternate	>75gal	\$215.00			
Daconil Action	2x2.5gal	\$240.00		10	
Alternate					
Cleary26/36	2x2.5gal	\$331.50		1	
Alternate					
Instrata	2x2.5gal	\$380.00		5	
Alternate					
Affirm	2.4lbs bag	\$265.92		5	
Alternate					
Emerald	10x.49lb	\$118.74		2	
Alternate					
Secure	2x2.5gal	\$1652.50		1	
Alternate					
Maxtima	2x2.5gal	\$2167.50			
Alternate					
Navicon	2x2.5gal	\$3364.40			

Alternate					
Lexicon	4x21oz	\$575.82			
Alternate					
Insignia SC	30.5 oz	\$516.37			
Alternate	2x2.5gal	\$3473.60			
HERBICIDES					
Millennium Ultra	2x2.5gal	\$233.00		4	
Alternate Game ON	2x2.5gal	\$158.25			Game On by Corteva
Alternate	2x2.5gal				
Confront	1gal	\$157.62		1	
Alternate					
FERTILIZERS					
25-0-10 50%PCU 2%Fe	50lbs bag	\$37.73		150	50% Polyon 44
Alternate					
33-0-12 Surfcote SOP (SGN150)	50lbs bag	N/B			
Alternate	Bulk Bags	\$66.54		118	50 lb 29-0-10 polyon
22-0-11 fert. w/Herbicide	50lbs bag	N/B		150	
Alternate	50lbs bag	\$35.00			19-0-3 poly+dimention Polyon
14-7-14 Contec DG		N/B			
Alternate	50lbs bag	\$99.57			15-2-15 tru prill
40-0-0 .13%Dimen. .067%Acelepryn		N/B			
Alternate	50lbs bag				34-0-4
32-0-10 .17 Dim .067 Acel		\$113.20			100% 41 mini 50 lb bags
MISC					
Aquasphere	1 acre	\$66.77		6	
Alternate Pond Pucks					
Bentgrass Seed	25lbs	\$ 8.22		1	Penncross
Alternate					
Annual Ryegrass Seed	50lbs bag	N/B		4	
Alternate	50 lbs bag	\$4.12	Lb.		Perenial Rye Blend
Liquid Neutrients					
Power 0-22-28		N/B			
Alternate	2x2.5gal	\$86.80			3-30-3 3/30/1930
PK Fight 0-0-28		N/B			
Alternate	2x2.5gal	\$199.70		6	Title Phite 0-0-30
Astron					

Alternate	2x2.5gal	\$159.17		6	BioMax 4-0-0
Power 23-0-0		N/B			
Alternate	2x2.5gal	\$74.98		6	N30 Umaxx
Knife Plus 12-0-0		N/B			
Alternate	2x2.5gal	\$57.60			Max 12-0-0
Wetting Agents					
TriCure		N/B			
Alternate	2x2.5gal	\$226.29		4	Fleet
Spray Additives					
Tank Defoamer	12x32oz	\$24.00		1	
Sync Activator	12x1pt	N/B		4	
Alternate	1 gal	\$184.00			Harrell's Activator w S/A
Growth Regulators					
Primo Maxx	2x1gal	\$317.00		1	
Alternate					
Proxy	2x2.5gal	\$ 89.16		3	
Alternate					

Firm Name Harrell's

Authorized signature [Signature] Date 8/2/2022

- * Pricing on Agency items determined by Manufacture.
- * With supply chain volatility there have been some "In season" price adjustments from manufactures.
- * Harrell's commits to maintain not more than today's gross margin on any agency products through the life of this contract.

ATTACHMENT C - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Turf Chemicals

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.

Doug Johanningsmeier	8/01/2022
PREPARED BY (Print Name)	DATE
DSR	8/01/2022
TITLE	DATE
	djohanningsmeier@harrells.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Harrells	
COMPANY	
12800 Fairlane Livonia MI	248-302-2054
ADDRESS	PHONE
Harrell's	800-282-8007
NAME OF PARENT COMPANY	PHONE
5105 New Tampa Highway Lakeland FL 33815	
ADDRESS	
26-1595082	
TAXPAYER I.D.#	



REQUEST FOR PROPOSALS For Turf Chemicals

Sealed proposals endorsed "Turf Chemicals" will be received at the Department of Public Services, 851 S. Eton Street, Birmingham, Michigan, 48009, until Tuesday, August 9th, 2022 at 2:00 PM., after which time bids will be publicly opened and read. Results will be posted on MITN. At this time bid opening attendance is by appointment only; please contact Bryan Grill, listed below.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply turf chemicals, from time to time, upon the request of the City. This product must be in accordance with the specifications contained in the Request for Proposals (RFP). All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs. Bids shall include all charges for delivery, packing, crating, government fees, etc. unless otherwise stated in the bid document. Participants in the National IPA are to include pricing. General delivery hours are 6:00 a.m. to 2:00 p.m. Contact Person: Bryan Grill, (248) 320-2073.

The RFP, 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, 851 S. Eton, Birmingham, Michigan, ATTN: Bryan Grill

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

<u>Deadline for Submissions:</u>	<u>August 9th, 2022 at 2:00 PM</u>
	<u>City of Birmingham</u>
<u>Contact Person:</u>	<u>Attn: Bryan Grill</u>
	<u>851 S. Eton</u>
	<u>Birmingham, MI 48009</u>
	<u>Phone: 248-320-2073</u>
	<u>Email: bgrill@bhamgov.org</u>



**REQUEST FOR PROPOSALS
For Turf Chemicals**

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Vendor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply Turf Chemicals, from time to time, upon the request of the City. The product must be in accordance with the specifications contained in the Request for Proposals (RFP).

During the evaluation process, the City's best interest will be served and reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to supply and deliver Turf Chemicals in accordance with the Specifications of Product and Delivery.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than August 9th, 2022 at 2:00 pm to:

City of Birmingham
Attn: Bryan Grill
851 S. Eton St.
Birmingham, Michigan 48009

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

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Vendor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Bryan Grill, 248-320-2073, bgrill@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
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 proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Vendor if the successful Vendor 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 Vendors.

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 Vendor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Vendor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Vendor 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.

BIDDER'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Agreement (p. – 7 only if selected by the City).
 - b. Bidder's Agreement (Attachment A - p. 14)
 - c. Cost Proposal (Attachment B - p. 15)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment C - p. 18)

EXAMINATION OF PROPOSAL MATERIALS

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

SPECIFICATIONS OF PRODUCT AND DELIVERY

The Vendor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The selected Vendor shall be responsible for the delivery of all materials in a safe and legal manner.
2. The Vendor will deliver the chemicals to either Springdale or Lincoln Hills Golf Course: Delivery hours are from 6am -2 pm, Monday through Friday.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2022

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

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

PRODUCER Baldwin Krystyn Sherman Partners, LLC P.O. Box 807 Lakeland FL 33801	CONTACT NAME: Rebecca Oberpriller PHONE (A/C, No, Ext): 713-463-2120 FAX (A/C, No): E-MAIL ADDRESS: Rebecca.Oberpriller@bks-partners.com
INSURED Harrell's LLC, Harrell's, Inc. Harrell's Coatings Solutions, LLC P. O. Box 807 Lakeland FL 33802	INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Compan 19445 INSURER B: Markel American Insurance Comp 28932 INSURER C: Ascot Specialty Insurance Company 45055 INSURER D: AIU Insurance Company 19399 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 160556158

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ENPL221000066301	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP			CA4489811 CA4489812	3/1/2022 3/1/2022	3/1/2023 3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENXL2210000664-01	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC025893850 WC025893851	3/1/2022 3/1/2022	3/1/2023 3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Pollution Liab. <input type="checkbox"/> Rented/Leased Equip.			ENPL221000066301 MKLM21M0000669	3/1/2022 3/1/2022	3/1/2023 3/1/2023	Occurrence \$ 1,000,000 Per Item/Occurrence \$ 500,000

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

The General Liability and Auto Liability policies include blanket automatic additional insured, blanket automatic waiver of subrogation and blanket automatic primary, non-contributory wording endorsements that provides these features to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Workers' Compensation policy includes a blanket waiver automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Excess Liability is follow form.
RE: "Turf Chemicals" Bid

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham P.O. Box 3001 Birmingham MI 48012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGREEMENT OF TURF CHEMICALS

THIS AGREEMENT is entered into this ___ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and GLT Outdoors, a Michigan Vendor, whose address is 1075 73rd Street SW, Byron Center, MI 49315, (hereafter referred to as Vendor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City of Birmingham, through the Department of Public Services, is desirous in having turf chemicals supplied to the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement of turf chemicals and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Vendor has professional qualifications that meet the product requirements and has made a bid in accordance with such request for cost proposals to supply turf chemicals.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide the supplying of turf chemicals and the Vendor's cost proposal dated August 9, 2022, 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. TERM: This Agreement shall have a term of (1) year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Vendor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all turf chemicals prepared by the Vendor through such date.

3. TERMS OF PAYMENT: The Vendor will invoice monthly for all material provided. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of product provided, the amount provided, the date provided, and the total cost of the invoice. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Vendor, either by offset to any amounts due and owing Vendor for material provided

to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Vendor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all 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.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Vendor will provide services that are customarily subject to this type of coverage.

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

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

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

G. Maintaining Insurance: Upon failure of the Vendor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Bryan Grill

Vendor:
GLT Outdoors
1075 73rd Street SW
Byron Center, MI 49315
Attn: Jud Hudnut, General Manager

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

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

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

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

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

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

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated August 9, 2022, to the City's Request for Proposals dated August 9, 2022, (attached hereto as "Agreement"). In the event of a conflict in any of the terms of this Agreement and the Vendor's response, the terms of this Agreement shall prevail.

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

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

Vendor

By: Jud Hudnut
Its: General Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 3rd day of August, 2022, before me personally appeared Jud Hudnut, who acknowledged that with authority on behalf of GLT Outdoors to do so he/she signed this Agreement.

K L Sikkema

Notary Public
Ottawa County, Michigan
Acting in Kent County, Michigan
My commission expires: 02-17-2028

K L Sikkema
Notary Public - State of Michigan
Ottawa County
My Commission Expires 02/17/2028
Acting in the County of Kent

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus

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

Mary M. Kucharek

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

Lauren A. Wood

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

Mark A. Gerber

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

ATTACHMENT A - BIDDER'S AGREEMENT
For Turf Chemicals

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

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

Jud Hudnut	August 1, 2022
PREPARED BY	DATE
(Print Name)	
General Manager	August 1, 2022
TITLE	DATE
	jhudnut@greatlakesturf.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
GLT Outdoors	
COMPANY	
1075 73 rd Street SW	
Byron Center, MI 49315	
ADDRESS	(616) 805-4718
PHONE	
Aspen Investments	
NAME OF PARENT COMPANY	(718) 231-8490
PHONE	
P.O. Box 250	
Middlesex, NC 27557	
ADDRESS	

ATTACHMENT B - COST PROPOSAL
For Turf Chemicals


In order for the bid to be considered valid, this form must be completed in its entirety.

COMPANY					
PRODUCTS					
INSECTICIDES:	PKG SIZE	UNIT PRICE	CS/BG PRICE	QTY.(cs.)	Alt
Merit 75 WSP Mega Mini	110x1.6oz			2	
Alternate Imidacloprid					
Acelepryn	64oz. Jug			1	
Alternate					
Dylox 6.2G	30lbs bag			10	
Alternate					
FUNGICIDES					
Velista	22oz			6	
Alternate					
Xzemplar	11.4oz			3	
Alternate					
Concert	2x2.5gal			20	
Alternate					
Daconil Action	2x2.5gal			10	
Alternate					
Cleary26/36	2x2.5gal			1	
Alternate					
Instrata	2x2.5gal			5	
Alternate					
Affirm	2.4lbs bag			5	
Alternate					
Emerald	10x.49lb			2	
Alternate					
Secure	2x2.5gal			1	
Fluazinam Select	2x2.5gal	\$320 / gal			
Maxtima	2x2.5gal				
Alternate					
Navicon	2x2.5gal				

Alternate					
Lexicon	4x21oz				
Alternate					
Insignia SC					
Alternate					
HERBICIDES					
Millennium Ultra	2x2.5gal			4	
Alternate					
Alternate	2x2.5gal				
Confront	1gal			1	
2D Herbicide	4x1gal	\$106.25 / gal			
FERTILIZERS					
25-0-10 50%PCU 2%Fe	50lbs bag			150	
Alternate					
33-0-12 Surfcote SOP (SGN150)	50lbs bag	\$52/bag			
Alternate	Bulk Bags			118	
22-0-11 fert. w/Herbicide	50lbs bag			150	
18-0-4 20% NS-54 .164 Dimension	50lbs bag	\$31/bag			
14-7-14 Contec DG					
Alternate	50lbs bag				
40-0-0 .13%Dimen. .067%Acelepryn					
Alternate	50lbs bag				
MISC					
Aquasphere	1 acre			6	
Alternate Pond Pucks					
Bentgrass Seed	25lbs			1	
Alternate					
Annual Ryegrass Seed	50lbs bag			4	
Alternate					
Liquid Nutrients					
Power 0-22-28		\$52.00 / gal	\$260.00 / case		
Alternate	2x2.5gal				
PK Fight 0-0-28		\$61.60 / gal	\$308.00 / case		
Alternate	2x2.5gal			6	

Astron		\$92.00 / gal	\$460.00 / case		
Alternate				6	
Power 23-0-0	2x2.5gal	\$32.60 / gal	\$163.00 / case		
Alternate				6	
Knife Plus 12-0-0	2x2.5gal	\$50.40 / gal	\$252.00 / case		
Alternate					
Wetting Agents					
TriCure	2x2.5gal	\$93.80 / gal	\$469.00 / case		
Alternate				4	
Spray Additives					
Tank Defoamer	12x32oz	\$14.00 / qt.	\$174.00 / case	1	
Sync Activator	12x1pt			4	
Alternate					
Growth Regulators					
Primo Maxx	2x1gal			1	
Trin-Pac Select	2x1gal	\$ 112/gal			
Proxy	2x2.5gal			3	
Ethephon 2SL	2x2.5gal	\$37/ gal			

Firm Name: GLT Outdoors

Authorized signature  Date: August 1, 2022

ATTACHMENT C - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Turf Chemicals

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.

Jud Hudnut

August 1, 2022

PREPARED BY
(Print Name)

General Manager

DATE

August 1, 2022

TITLE

DATE



AUTHORIZED SIGNATURE

jhudnut@greatlakesturf.com

E-MAIL ADDRESS

GLT Outdoors

COMPANY

1075 73rd Street SW
Byron Center, MI 49315

(616) 805-4718

ADDRESS

PHONE

Aspen Investments

(718) 231-8490

NAME OF PARENT COMPANY

PHONE

P.O. Box 250
Middlesex, NC 27557

ADDRESS

56-1816420

TAXPAYER I.D.#



REQUEST FOR PROPOSALS For Turf Chemicals

Sealed proposals endorsed "Turf Chemicals" will be received at the Department of Public Services, 851 S. Eton Street, Birmingham, Michigan, 48009, until Tuesday, August 9th, 2022 at 2:00 PM., after which time bids will be publicly opened and read. Results will be posted on MITN. At this time bid opening attendance is by appointment only; please contact Bryan Grill, listed below.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply turf chemicals, from time to time, upon the request of the City. This product must be in accordance with the specifications contained in the Request for Proposals (RFP). All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs. Bids shall include all charges for delivery, packing, crating, government fees, etc. unless otherwise stated in the bid document. Participants in the National IPA are to include pricing. General delivery hours are 6:00 a.m. to 2:00 p.m. Contact Person: Bryan Grill, (248) 320-2073.

The RFP, 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, 851 S. Eton, Birmingham, Michigan, ATTN: Bryan Grill

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

<u>Deadline for Submissions:</u>	<u>August 9th, 2022 at 2:00 PM</u>
	<u>City of Birmingham</u>
<u>Contact Person:</u>	<u>Attn: Bryan Grill</u>
	<u>851 S. Eton</u>
	<u>Birmingham, MI 48009</u>
	<u>Phone: 248-320-2073</u>
	<u>Email: bgrill@bhamgov.org</u>



REQUEST FOR PROPOSALS For Turf Chemicals

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Vendor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply Turf Chemicals, from time to time, upon the request of the City. The product must be in accordance with the specifications contained in the Request for Proposals (RFP).

During the evaluation process, the City's best interest will be served and reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to supply and deliver Turf Chemicals in accordance with the Specifications of Product and Delivery.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than August 9th, 2022 at 2:00 pm to:

City of Birmingham
Attn: Bryan Grill
851 S. Eton St.
Birmingham, Michigan 48009

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

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Vendor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Bryan Grill, 248-320-2073, bgrill@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
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 proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Vendor if the successful Vendor 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 Vendors.

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 Vendor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Vendor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Vendor 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.

BIDDER'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Agreement (p. – 7 only if selected by the City).
 - b. Bidder's Agreement (Attachment A - p. 14)
 - c. Cost Proposal (Attachment B - p. 15)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment C - p. 18)

EXAMINATION OF PROPOSAL MATERIALS

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

SPECIFICATIONS OF PRODUCT AND DELIVERY

The Vendor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The selected Vendor shall be responsible for the delivery of all materials in a safe and legal manner.
2. The Vendor will deliver the chemicals to either Springdale or Lincoln Hills Golf Course: Delivery hours are from 6am -2 pm, Monday through Friday.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2022

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

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

PRODUCER Correll Insurance Group-Spartanburg 1066 Asheville Hwy PO Box 2707 Spartanburg SC 29304		CONTACT NAME: Gema Rains PHONE (A/C, No, Ext): (864) 583-5445 FAX (A/C, No): (864) 596-4710 E-MAIL ADDRESS: gema@correllinsurance.com		
INSURED Aspen Investments Inc dba GLT Outdoors 10025 Us 264 Alt Middlesex NC 27557		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Westfield Insurance		24112
		INSURER B: Accident Fund Insurance Company of America		10166
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** CL223744066**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CAG064941X	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			CAG064941X	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CAG064941X	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 7,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 7,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV6180093	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham 851 S Eton Birmingham MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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AGREEMENT OF TURF CHEMICALS

THIS AGREEMENT is entered into this _____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Target Specialty Products a Michigan Vendor, whose address is 29380 Beck Rd, Wixom, MI, (hereafter referred to as Vendor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City of Birmingham, through the Department of Public Services, is desirous in having turf chemicals supplied to the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement of turf chemicals and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Vendor has professional qualifications that meet the product requirements and has made a bid in accordance with such request for cost proposals to supply turf chemicals.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide the supplying of turf chemicals and the Vendor's cost proposal dated 8-9, 2022, 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. TERM: This Agreement shall have a term of (1) year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Vendor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all turf chemicals prepared by the Vendor through such date.

3. TERMS OF PAYMENT: The Vendor will invoice monthly for all material provided. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of product provided, the amount provided, the date provided, and the total cost of the invoice. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Vendor, either by offset to any amounts due and owing Vendor for material provided

to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Vendor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all 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.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Vendor will provide services that are customarily subject to this type of coverage.

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

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

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

G. Maintaining Insurance: Upon failure of the Vendor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Bryan Grill

Vendor:
Target Specialty Products
29380 Beck Rd
Wixom, MI 48393
Attn: Gregg Matthews

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

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

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

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

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

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

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 8-9, 2022, to the City's Request for Proposals dated 8-9, 2022, (attached hereto as "Agreement"). In the event of a conflict in any of the terms of this Agreement and the Vendor's response, the terms of this Agreement shall prevail.

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

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

Vendor

By: Target Specialty Products
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 9th day of August, 2022, before me personally appeared Gregg Matthews, who acknowledged that with authority on behalf of Target Specialty Products do so (he/she) signed this Agreement.

Kathy Lyn Sederlund
Kathy Lyn Sederlund Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 10-2-2028



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

ATTACHMENT A - BIDDER'S AGREEMENT
For Turf Chemicals

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

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

<u>Gregg Matthews</u>	<u>8-9-22</u>
PREPARED BY	DATE
<u>Sales Rep.</u>	<u>8-9-22</u>
(Print Name)	
<u>GC Matthews</u>	<u>gregg.matthews@target-specialty.com</u>
TITLE	DATE
<u>Target Specialty Products</u>	
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>29380 Beck Rd. Wixom, Mi. 49015</u>	<u>248 420-2849</u>
COMPANY	PHONE
ADDRESS	
NAME OF PARENT COMPANY	
PHONE	
ADDRESS	

ATTACHMENT B - COST PROPOSAL
For Turf Chemicals

In order for the bid to be considered valid, this form must be completed in its entirety.

COMPANY					
PRODUCTS					
INSECTICIDES:	PKG SIZE	UNIT PRICE	CS/BG PRICE	QTY.(cs.)	Alt
Merit 75 WSP Mega Mini	110x1.6oz	1570.25		2	3,140.50
Alternate					
Imidacloprid 75 wsb	88x1.6oz	550.00		3	1,650.00
Acelepryn	64oz. Jug	1,137.50		1	1,137.50
Alternate					
Dylox 6.2G	30lbs bag	55.00		10	550.00
Alternate					
FUNGICIDES					
Velista	22oz	264.00		6	1,584.00
Alternate					
Xzemplar	11.4oz	191.06		3	573.18
Alternate					
Concert	2x2.5gal	480.00		20	9,600.00
Alternate					
Daconil Action	2x2.5gal	480.00		10	4,800.00
Alternate Chlorothalonil	2x2.5gal	250.00		10	2,500.00
Cleary26/36	2x2.5gal	725.00		1	725.00
Alternate					
Instrata	2x2.5gal	895.00		5	4,475.00
Alternate					
Affirm	2.4lbs bag	300.00		5	1,500.00
Alternate					
Emerald	10x.49lb	1,187.40		2	2,374.80
Alternate					
Secure	2x2.5gal	3,305.00		1	3,305.00
Alternate					
Maxtima	2x2.5gal	4,335.00			4,335.00
Alternate					
Navicon	2x2.5gal	6,728.80			6,728.80

Alternate				
Lexicon	4x21oz	2,303.28		2,303.28
Alternate				
Insignia SC	30.5 oz	516.37.00		516.37
Alternate				
HERBICIDES				
Millennium Ultra	2x2.5gal	466.00	4	1,864.00
Alternate				
Alternate	2x2.5gal			
Confront	1gal	160.00	1	160.00
Alternate				
FERTILIZERS				
25-0-10 50%PCU 2%Fe	50lbs bag		150	
Alternate ^{30% PCSCU} ^{3% Fe}		30.00	150	4,500.00
33-0-12 Surfcote SOP (SGN150)	50lbs bag	61.00		
Alternate	Bulk Bags		118	29-0-10 polyon
22-0-11 fert. w/Herbicide	50lbs bag		150	
Alternate	50lbs bag	27.00		19-0-3 poly+dimention
14-7-14 Contec DG		72.00		
Alternate	50lbs bag			15-2-15 tru prill
40-0-0 .13%Dimen. .067%Acelepryn		105.45		
Alternate	50lbs bag			34-0-4
MISC				
Aquasphere	1 acre		6	
Alternate Pond Pucks				
Bentgrass Seed	25lbs	225.00	1	225.00
Alternate				
Annual Ryegrass Seed	50lbs bag	50.00	4	200.00
Alternate				
Liquid Neutrients				
Power 0-22-28				
Alternate ^{Turf Fuel} 11-20-0	2x2.5gal	235.00		3/30/1930
PK Fight 0-0-28				TG Pro Phite
Alternate	2x2.5gal	235.00	6	Title Phite 0-0-30
Astron				

TS Pro Phite

Alternate	2x2.5gal		6	BioMax 4-0-0
Power 23-0-0				
Alternate	2x2.5gal	98.00	6	Base N-25 N30 Umax 588.00
Knife Plus 12-0-0				
Alternate	2x2.5gal	210.00		Photo Fuel Max 12-0-0
Wetting Agents				
TriCure				
Alternate	2x2.5gal		4	Fleet
Spray Additives				
Tank Defoamer	12x32oz	170.00	1	170.00
Sync Activator	12x1pt		4	
Alternate Helix	2x2.5	192.00	1	192.00
Growth Regulators				
Primo Maxx	2x1gal	634.00	1	634.00
Alternate T-Nex	2x1	310.00		310.00
Proxy	2x2.5gal	270.00	3	810.00
Alternate Quali-Pro				
Ethephon	2x2.5	240	3	720.00

Firm Name Target Specialty Products

Authorized signature G. C. Matthews Date 8-4-22

ATTACHMENT C - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Turf Chemicals

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.

<u>Gregg Matthews</u>		<u>8-9-22</u>
PREPARED BY		DATE
<small>(Print Name)</small>		
<u>Sales Rep.</u>		<u>8-9-22</u>
TITLE		DATE
<u>G Matthews</u>		<u>gregg.matthews@target-specialty.com</u>
AUTHORIZED SIGNATURE		E-MAIL ADDRESS
<u>Target Specialty Products</u>		
COMPANY		
<u>29380 Beck Rd. Wixom, Mi 49015</u>		<u>2484202849</u>
ADDRESS		PHONE
NAME OF PARENT COMPANY		PHONE
ADDRESS		
TAXPAYER I.D.#		

Target Specialty Products



REQUEST FOR PROPOSALS For Turf Chemicals

Sealed proposals endorsed "Turf Chemicals" will be received at the Department of Public Services, 851 S. Eton Street, Birmingham, Michigan, 48009, until Tuesday, August 9th, 2022 at 2:00 PM., after which time bids will be publicly opened and read. Results will be posted on MITN. At this time bid opening attendance is by appointment only; please contact Bryan Grill, listed below.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply turf chemicals, from time to time, upon the request of the City. This product must be in accordance with the specifications contained in the Request for Proposals (RFP). All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs. Bids shall include all charges for delivery, packing, crating, government fees, etc. unless otherwise stated in the bid document. Participants in the National IPA are to include pricing. General delivery hours are 6:00 a.m. to 2:00 p.m. Contact Person: Bryan Grill, (248) 320-2073.

The RFP, 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, 851 S. Eton, Birmingham, Michigan, ATTN: Bryan Grill

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

<u>Deadline for Submissions:</u>	<u>August 9th, 2022 at 2:00 PM</u>
	<u>City of Birmingham</u>
<u>Contact Person:</u>	<u>Attn: Bryan Grill</u>
	<u>851 S. Eton</u>
	<u>Birmingham, MI 48009</u>
	<u>Phone: 248-320-2073</u>
	<u>Email: bgrill@bhamgov.org</u>



REQUEST FOR PROPOSALS For Turf Chemicals

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Vendor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply Turf Chemicals, from time to time, upon the request of the City. The product must be in accordance with the specifications contained in the Request for Proposals (RFP).

During the evaluation process, the City's best interest will be served and reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to supply and deliver Turf Chemicals in accordance with the Specifications of Product and Delivery.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than August 9th, 2022 at 2:00 pm to:

City of Birmingham
Attn: Bryan Grill
851 S. Eton St.
Birmingham, Michigan 48009

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

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Vendor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Bryan Grill, 248-320-2073, bgrill@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
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 proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Vendor if the successful Vendor 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 Vendors.

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 Vendor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Vendor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Vendor 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.

BIDDER'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Agreement (p. – 7 only if selected by the City).
 - b. Bidder's Agreement (Attachment A - p. 14)
 - c. Cost Proposal (Attachment B - p. 15)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment C - p. 18)

EXAMINATION OF PROPOSAL MATERIALS

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

SPECIFICATIONS OF PRODUCT AND DELIVERY

The Vendor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The selected Vendor shall be responsible for the delivery of all materials in a safe and legal manner.
2. The Vendor will deliver the chemicals to either Springdale or Lincoln Hills Golf Course: Delivery hours are from 6am -2 pm, Monday through Friday.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2021

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

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

PRODUCER Edgewood Partners Insurance Center 200 Glenridge Point Parkway Suite 400 Atlanta GA 30342	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-439-8000 E-MAIL: certificate@epicbrokers.com ADDRESS: certificate@epicbrokers.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: ACE Property & Casualty Insurance Company		20699
INSURER C: Arch Insurance Company		11150
INSURER D: Arch Indemnity Insurance Company		30830
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1215479809

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			OGLG27240331	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			31CAB1044401 31CAB1044501	10/1/2021 10/1/2021	10/1/2022 10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG27239420	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A	31WCI1044201 34WCI1044301	10/1/2021 10/1/2021	10/1/2022 10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Errors & Omissions Liability			OGLG27240331	10/1/2021	10/1/2022	Each Incident/Agg 5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

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MEMORANDUM

Engineering Department

DATE: October 17, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Emergency Repair of Sewer north of Warren Court

INTRODUCTION:

An existing sewer north of Warren Court and south of the Rouge River had a blockage and sanitary sewage overflow was occurring near the Rouge River. Emergency repair of this critical infrastructure was required.

BACKGROUND:

On August 24, 2022, the City received a complaint of smell near the west end of Warren Court. A field investigation occurred and the sanitary sewer between 484 and 456 Warren Court had a blockage and sewage was leaking out of a sanitary sewer manhole and a weak spot in an existing bulkhead of an abandoned sewer. Per Michigan Department of Environmental, Great Lakes, and Energy (EGLE) requirements, an immediate response is required if sanitary sewer overflow discharges into a public waterway is observed.

The blockage was removed on August 25, 2022. The Department of Public Services does not have the equipment to repair the existing bulkhead and grout the abandoned sewer. The city contacted contractors who currently have an as-need emergency contract with Oakland County Water Recourse Commissioner (OCWRC) for availability to make the emergency repair. On September 2, 2022, D'Angelo Brothers completed the repair on the existing bulkhead and grouted the abandoned sewer.

LEGAL REVIEW:

No legal review was performed as it was emergency work.

FISCAL IMPACT:

D'Angelo Brothers Inc. has a contract with OCWRC for as-need emergency repairs, and pricing from the OCWRC contract was used for this emergency repair. Funds are available in the Sewer Fund account #590.0-538.000-811.0000.

PUBLIC COMMUNICATIONS:

This purchase does not require public communication. Public notice of sanitary sewer overflow was published in Birmingham Eccentric and Oakland Press.

SUMMARY:

The Engineering Department requests the City Commission confirmation of the City Manager's authorization to proceed with the emergency repair of the sewer north of Warren Court.

ATTACHMENTS:

- D'Angelo Brothers Inc. Invoice #8496-B-Ham.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to confirm the City Manager's authorization for the emergency expenditure related to sewer repair north of Warren Court by D'Angelo Brothers Inc., which is located at 30836 West 8 Mile Road, Farmington Hills, MI 48336, for a cost of \$14,334.04 to be charged to Sewer Fund account #590.0-538.000-811.0000, pursuant to Sec. 2-286 of the City Code.



Invoice # 8496-B-Ham

10/11/22

30836 W 8 Mile Rd
Farmington Hills, MI 48336

Birmingham

TO:
ATTN: Scott

456 Warren Ct / Booth Park

DESCRIPTION OF WORK COMPLETED	Qty.	Unit	Hrs.	Rate	Total Per Line
9/02/22. Chip out old Bulkhead. Remove section of 12" Clay Pipe. Pour new bench. Install 6" Grout Tube.					
Service Trucks.	2	HR	10.5	\$ 35.00	\$ 735.00
Labor, Regular Time	5	HR	8	\$ 48.00	\$ 1,920.00
Labor, Over Time	5	HR	2.5	\$ 58.00	\$ 725.00
Dump Truck >15 cy Reg Time	2	HR	8	\$ 90.00	\$ 1,440.00
Dump Truck >15 cy Over Time	2	HR	2.5	\$ 95.00	\$ 475.00
Generators	1	EA	-	\$ 100.00	\$ 100.00
Pumps	1	EA	-	\$ 60.00	\$ 60.00
					\$ 5,455.00
9/08/22. Pour Grout in Pipe					
Service Trucks.	2	HR	5.5	\$ 35.00	\$ 385.00
Labor, Regular Time	6	HR	5.5	\$ 48.00	\$ 1,584.00
Dump Truck >15 cy Reg Time	2	HR	5.5	\$ 90.00	\$ 990.00
Concrete Mixer	1	EA	-	\$ 100.00	\$ 100.00
					\$ 3,059.00
Materials					
6A stone or 5G stone	5	Ton	-	\$ 32.00	\$ 160.00
Class II Sand	5	Ton	-	\$ 18.00	\$ 90.00
Material not incl: Core & Main	1	LSx15%	-	\$ 196.10	\$ 225.52
Material not incl: Metro Environmental	1	LSx10%	-	\$ 4,113.75	\$ 4,525.13
Material not incl: Etna	1	LSx15%	-	\$ 275.60	\$ 316.94
Material not incl: Carlesimo	1	LSx15%	-	\$ 28.73	\$ 33.04
Material not incl: Etna	1	LSx15%	-	\$ 190.80	\$ 219.42
6A stone or 5G stone	5	Ton	-	\$ 32.00	\$ 160.00
Class II Sand	5	Ton	-	\$ 18.00	\$ 90.00
					\$ 5,820.04
Grand Total					\$ 14,334.04

Thank you; Vince D'Angelo (248) 515-1942

METRO ENVIRONMENTAL SERVICES, INC.
METRO SEWER CLEANERS
P.O. BOX 725
WALLED LAKE, MI 48390-0725
(248) 960-1111
www.metrosewer.net

TO D'Angelo Brothers

TERMS:



ETNA SUPPLY - CHESTERFIELD
46555 CONTINENTAL DR
CHESTERFIELD, MI 48047-5207
586 949 2481
Fax 586 949 3480



Invoice

DATE	QUOTE NUMBER
08/05/2022	S103888119
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

D'ANGELO BROS INC
PO BOX 531330
LIVONIA, MI 48153-1330

D'ANGELO BROS
30750 8 MILE RD
FARMINGTON HILLS, MI 48336-5303

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
11440	WRC REPAIRS		Roger Ash	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Stephen Hellstrom	BID	NET 25TH	10/19/2022	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE

1ea EMACO PLUG 50 LB. PAIL
Pn: 11136

65.000/ea 4 @ 65.00
65.00

260.00 + tax = \$275.60

This Quotation is controlled by ETNA's standard terms and conditions ("ETNA's Standard Terms") found at <https://www.etnasupply.com/TermsandConditionsofQuotation>. Any other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE!

Prices are firm for 14 days. Price subject to change after 14 days.

Subtotal	55.00
S&H Charges	3.30
Tax	3.50
Amount Due	61.80



DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R182706
Invoice Date 7/11/22
Account # 062752
Sales Rep DANNY NAPIER
Phone # 734-398-5950
Branch #263 Canton, MI
Total Amount Due \$1,955.81

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

Shipped To:
CUSTOMER PICK-UP

D'ANGELO BROTHERS INC
PO BOX 531330
LIVONIA MI 48153 1330

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/08/22	7/08/22	ALLEN PARK	ALLEN PARK			PU@263	R182706

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
96CEMENT94B	94 LB BAG CEMENT TYPE 1	40	40	20 bags @ 18.50	18.50000	EA	740.00
75FEJ1040Z	EJ 1040Z FRAME	2	2		312.54000	EA	625.08
75CEJ1040ASTMSWR	EJ 1040A SOLID COVER STM SWR	2	2		240.01000	EA	480.02

\$370.00 + Tax = \$392.20

Freight Delivery Handling Restock Misc

Subtotal: ~~1,845.10~~
Other: .00
Tax: ~~110.71~~
Invoice Total: ~~\$1,955.81~~

Terms: NET 30
Ordered By: TONY

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

Carlesimo Products
29800 West Eight Mile Road
Farmington Hills, MI 48336

Voice: 248-474-0415
 Fax: 248-474-5199



Invoice Number:
 2022-1032
 Invoice Date:
 Jul 20, 2022
 Page:
 1

Sold To:
 D'Angelo's Brothers, Inc.
 P.O. Box 531330
 Livonia, MI 48153

Invoice

Ship to
 D'Angelos
 Oak Park

Oak Park Copy w/ b6

Customer ID	Driver Ticket	Payment Terms	
D'A-2018	63417	Net 30 Days	
Discount	Yard Order/P.O./Salesman	Ship Date	Due Date
	27737	7/19/22	8/19/22

Quantity	Item	Description	Unit Price	Extension
480.00	b	brick	0.55	264.00
192.00	24/6bl	24/6 block	2.16	414.72
				10 Brick @ .55 = \$5.50
				10 Block @ 2.16 = \$21.60
				27.21 + Tax = \$28.73

\$28.73

Subtotal ~~678.72~~
 Sales Tax ~~40.72~~
 Total Invoice Amount ~~719.44~~
 TOTAL ~~719.44~~



ETNA SUPPLY - WIXOM
29949 BECK RD
WIXOM, MI 48393-2836
248 624 5000
Fax 248 624 9563



Invoice

DATE	NUMBER
08/26/2022	S104047789
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

D'ANGELO BROS INC
PO BOX 531330
LIVONIA, MI 48153-1330

D'ANGELO BROS
30750 8 MILE RD
FARMINGTON HILLS, MI 48336-5303

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
11440	WRC 8		Roger Ash		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dan Woznick			NET 25TH	06/09/2021	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
10ft	6X10FT PVC SCH40 BE PIPE 1 Stick @ 99.00 Pn: 28359		990.000/c	99.00	
1ea	6 SDR35 D3034 SPGT X 6 SCH 40 HUB Pn: 9400		29.000/ea	29.00	
1ea	FERNCO 1002-66 6X6 FLEX COUPLING COUPLING 6IN CLAY- 6IN CI/PL Pn: 1122		14.300/ea	28.60	
1ea	6 PVC SCH40 ST 90 DWV D277 Pn: 50051		40.500/ea	40.50	
1ea	EMACO PLUG 50 LB. PAIL Pn: 11136		68.000/ea	68.00	
1ea	6 PVC SCH40 45 DWV D506LS 2 @ 40.50 Pn: 21092		40.500/ea	40.50	
1ea	6x4 PVC SCH40 Flush Bushing DWV Pn: 38203		32.000/ea	32.00	
2ea	4 PVC SCH40 90 DWV Pn: 29636		19.800/ea	39.60	
60ft	4x10FT PVC SCH40 BE PIPE		540.000/c	324.00	
2ea	FERNCO 1070-44 4x4 FLEX COUPLING coupling 4x4 ADS/HANCOR-CI/PL Pn: 11224		10.600/ea	21.20	
\$180.00 + 6% Tax = \$190.80					

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Prices are firm for 14 days. Price subject to change after 14 days.

Subtotal	
S&H Charges	0.00
Amount Due	

04702

D'Angelo Brothers Inc. PO Box 531330 Livonia MI 48153

Date: 9/2

Day: Thur

Time Start:

Time Out/End:

Job Location / Job Name / Address:

Warren Ct

Description:

Haul Stone

Driver:

Semi

Quad

Q W/Pup

Tri Axle

Truck:

Q W/Pup

WRC Water Dept. - North	West Bloomfield Twp.
WRC Water Dept. - South	Bloomfield Twp.
WRC Sewer Dept.	Livonia
WRC Pump Maint.	Wixom
WRC Drains Dept.	Private / Other:
WRC Other	

5 total	TONS / NET WEIGHT	TONS / NET WEIGHT
Class 2 Sand	HAUL OUT Yards / Tons	
6A Stone	Cold Patch	
21AA Crush Concrete	Pea Stone	
21AA Crush Limestone	1"x3" Crush Concrete	
Other Material		

From / Loading Place

To / Unloading Place

D'Angelo Yard

Warren Ct.

PRINTED NAME

Signature

04701

D'Angelo Brothers Inc. PO Box 531330 Livonia MI 48153

Date: 9/2

Day: Thur

Time Start:

Time Out/End:

Job Location / Job Name / Address:

Warren Ct / Booth Park

Description:

Driver:

Semi

Quad

Q W/Pup

Tri Axle

Truck:

Q W/Pup

WRC Water Dept. - North	West Bloomfield Twp.
WRC Water Dept. - South	Bloomfield Twp.
WRC Sewer Dept.	Livonia
WRC Pump Maint.	Wixom
WRC Drains Dept.	Private / Other:
WRC Other	

5 total	TONS / NET WEIGHT	TONS / NET WEIGHT
Class 2 Sand	HAUL OUT Yards / Tons	
6A Stone	Cold Patch	
21AA Crush Concrete	Pea Stone	
21AA Crush Limestone	1"x3" Crush Concrete	
Other Material		

From / Loading Place

To / Unloading Place

D'Angelo Yard

Warren Ct.

PRINTED NAME

Signature



MEMORANDUM

Engineering Department

DATE: October 17, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Emergency Repair of Sewer at Redding Road west of Pilgrim Avenue

INTRODUCTION:

A section of storm sewer along the south side of Redding Road west of Pilgrim Avenue had failed and caused a sinkhole from soil entering the damaged sewer. Emergency repair of this critical infrastructure was required.

BACKGROUND:

On September 26, 2022, the City received a complaint of a sinkhole forming along the south side of Redding Road west of Pilgrim Ave. A field investigation occurred and the clay storm sewer located between the roadway and sidewalk had failed and soil was entering the storm sewer pipe. An existing one (1) inch water service was located near and in conflict with the failed storm sewer. The Department of Public Services does not have all the equipment to relocate the existing water service and install a new section of storm sewer pipe. This area was backfilled, protected with barrels, plates, and caution tape, and monitored daily until a contractor could make the repair.

The city contacted contractors who currently have an as-need emergency contract with Oakland County Water Recourse Commissioner (OCWRC) for availability to make the emergency repair. On October 5, 2022, D'Angelo Brothers relocated the water service and completed the repair on the storm sewer section.

LEGAL REVIEW:

No legal review was performed as it was emergency work.

FISCAL IMPACT:

D'Angelo Brothers Inc. has a contract with OCWRC for as-need emergency repairs, and pricing from the OCWRC contract was used for this emergency repair. Funds are available in the Sewer Fund account #590.0-538.000-811.0000.

PUBLIC COMMUNICATIONS:

This purchase does not require public communication. Property owners near the sinkhole were notified and communicated with during the repair.

SUMMARY:

The Engineering Department requests the City Commission confirmation of the City Manager's authorization to proceed with the emergency repair of the storm sewer on Redding Avenue west of Pilgrim Avenue.

ATTACHMENTS:

- D'Angelo Brothers Inc. Invoice #8497-B-Ham.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to confirm the City Manager's authorization for the emergency expenditure related to sewer repair along the south side of Redding Road west of Pilgrim Avenue by D'Angelo Brothers Inc., which is located at 30836 West 8 Mile Road, Farmington Hills, MI 48336, for a cost of \$7,293.23 to be charged to Sewer Fund account #590.0-538.000-811.0000, pursuant to Sec. 2-286 of the City Code.



Invoice # 8497-B-Ham

10/11/22

PO Box 531330
Livonia, MI 48153

Birmingham

TO:
ATTN: Scott

1389 Pilgrim - Down @ Intersection 200'

DESCRIPTION OF WORK COMPLETED	Qty.	Unit	Hrs.	Rate	Total Per Line
10/05/22. Excavate Sink Hole					
Mobilize excavator	1	EA	-	\$ 425.00	\$ 425.00
Service Trucks.	2	HR	8	\$ 35.00	\$ 560.00
Excavator & Operator	1	HR	8	\$ 155.00	\$ 1,240.00
Labor, Regular Time	6	HR	8	\$ 48.00	\$ 2,304.00
Dump Truck >15 cy Reg Time	1	HR	8	\$ 90.00	\$ 720.00
Generators	1	EA	-	\$ 100.00	\$ 100.00
Pumps	1	EA	-	\$ 60.00	\$ 60.00
Power Saw	1	EA	-	\$ 100.00	\$ 100.00
Sprinkler Repair	1	EA	-	\$ 85.00	\$ 85.00
					\$ 5,594.00
Materials					
Materials Only 6A stone or 5G stone	5	Ton	-	\$ 32.00	\$ 160.00
Class II Sand	20	Ton	-	\$ 18.00	\$ 360.00
Haul Off Spoils	25	YD	-	\$ 11.00	\$ 275.00
Material not incl: ETNA	1	LSx15%	-	\$ 786.29	\$ 904.23
					\$ 1,699.23
Grand Total					\$ 7,293.23

Thank you; Vince D'Angelo (248) 515-1942



ETNA SUPPLY - WIXOM
29949 BECK RD
WIXOM, MI 48393-2836
248 624 5000
Fax 248 624 9563



INVOICE

QUOTE DATE	QUOTE NUMBER
	S104249634
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	
PAGE NO. 1 of 1	

SHIP TO:

D'ANGELO BROS INC
PO BOX 531330
LIVONIA, MI 48153-1330

D'ANGELO BROS
30750 8 MILE RD
FARMINGTON HILLS, MI 48336-5303

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
11440	WRC SEWER		Roger Ash		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Roger Ash				12/21/2022	
ITEM #	ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	14ft	12"X14' PVC ASTM D3034 SDR26 GASK.		44.27	1 stick 619.78
	14ft	15"X14' PVC ASTM D3034 SDR26 GASK.		53.40	747.60
	1ea	FERNCO 1002-1212 12X12 FLEX		61.00	2 Ferncos 61.00
	1ea	FERNCO 1002-1515 15X15 FLEX		95.00	95.00
				\$741.48 +	Tax = \$786.29

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Prices are firm for 13 days. Price subject to change after 13 days.

Subtotal	
Tax (6%)	
Amount Due	

04703				D'Angelo Brothers Inc. PO Box 531330 Livonia MI 48153			
Date: 10/5/22		Day: WED		Time Start:		Time Out/End:	
Job Location / Job Name / Address: 1389 Pilgrim							
Description: Haul to / From job site							
Driver:				Truck:			
				Semi	Quad	Q W/Pup	Tri Axle

WRC Water Dept. - North	West Bloomfield Twp.
WRC Water Dept. - South	Bloomfield Twp.
WRC Sewer Dept.	Livonia
WRC Pump Maint.	Wixom
WRC Drains Dept.	Private / Other:
WRC Other	

TONS / NET WEIGHT		TONS / NET WEIGHT	
Class 2 Sand	20	HAUL OUT Yards / Tons	25
6A Stone	5	Cold Patch	
21AA Crush Concrete		Pea Stone	
21AA Crush Limestone		1"x3" Crush Concrete	
Other Material			

From / Loading Place Yard 8 mile	To / Unloading Place 1389 Pilgrim
PRINTED NAME D'Angelo	Signature



MEMORANDUM

Engineering

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott D. Zielinski, Assistant City Engineer

SUBJECT: Project Budget Amendment 2022-2023 Sidewalk Trip Elimination Services, Contract #10-22(SW)

INTRODUCTION:

Earlier this summer the City awarded the 2022-2023 Sidewalk Trip Elimination Services, Contract #10-22(SW), for the 2022 Sidewalk Trip Elimination Program to Precision Concrete Cutting, Inc. (PCC) at the amount of \$15.30 per linear foot for standard work and \$18.95 per linear foot for emergency work. The initial budget for the proposed services was \$195,000.00. The Engineering Department is requesting Commission approval of a budget amendment for the project, to cover additional trip removals for this year's contract.

BACKGROUND:

After review of the planned schedules of both PCC and the sidewalk contractor, the Engineering Department requested that PCC move from working in Area #5 and work in Area #6 (North of Maple Rd. to Quarton Rd. and from Lakeside Drive to the western City limits) instead as to maximize efficiency of both contracts and limit project overlap. Area #6 was not previously reviewed by either the contractor or the Engineering Department prior to the start of work. The Engineering Department has been meeting daily with PCC to review the work schedule for Area #6. In addition to switching the primary work area, the City also added unplanned work around Shain Park. Based on the average number and lengths of cuts for trip hazards performed to date in Area #6, the contractor estimates an additional \$48,949.03 will be required to complete the work in Area #6.

Based on the contractors estimate, the City recommends this fiscal year's budget for trip hazard elimination be increased by \$50,000.00 to a total planned budget of \$245,000.00. This amended budget should ensure funds to complete Area #6 and maintain the existing budgeted funds of \$20,000.00 for any emergency trip hazard removal requests for the remainder of the fiscal year.

This year to date, PCC has removed 3,148 trip hazard locations. Weather permitting, the contractor plans to continue the removal of trip hazard locations as requested by the City until the existing budget is exhausted or all hazards that qualify under the contract are removed.

The purpose of the budget amendment is to allow the contractor to finish sidewalk trip hazard removals in Area #6 of the City sidewalks, while maintaining the planned budget for emergency trip hazard removals through the remainder of the fiscal year.

As stated in the contract, the criteria established for repairs to slabs is identified as any trip hazard measuring between ½ inch and 1-¼ inch vertical discrepancy between joints should be corrected using the saw-cutting method. Trip hazards may be caused by, but are not limited to, items such as tree root growth, freeze-thaw cycles, thermal expansions and general long-term settlement.

LEGAL REVIEW:

Legal review is not required. The contractor is continuing to work under the current contract that was previously reviewed by the City Attorney: this is a budget adjustment only.

FISCAL IMPACT:

Based on estimates that the contractor and the Engineering Department have agreed to, it is estimated that the value of additional work required to complete Area #6 is \$48,949.03, representing an estimated 260 additional, individual work locations. If this work was paid for using traditional sidewalk removal and replacement methods, the value of this work would total approximately \$400,000. The current removal method represents a cost savings to the City of approximately \$350,000, not including additional savings due to reduced staff time.

The total estimated cost of work to be completed for the 2022 Sidewalk Trip Elimination Program is \$245,000.00. If completed using traditional replacement methods, the estimated value of work is approximately \$1,900,000.00. The current program represents a savings of approximately \$1,655,000.00 over traditional replacement methods.

The cost of this work will be charged to the General Sidewalk Fund, account number 101.0-444.000-981.0100.

The change in the project budget amendment does not cause any General Sidewalk Fund budget amendments. The General Sidewalk Fund has sufficient funds for this project amendment.

Additionally, the method of sidewalk cutting is more environmentally sustainable than replacement of sidewalk slabs, as it reduces the carbon footprint through the preservation of existing sidewalk materials and limits demolition and material construction related activities.

PUBLIC COMMUNICATIONS:

The contractor speaks directly with community members if work may impact them. Due to the speed of work, this interaction is limited.

SUMMARY:

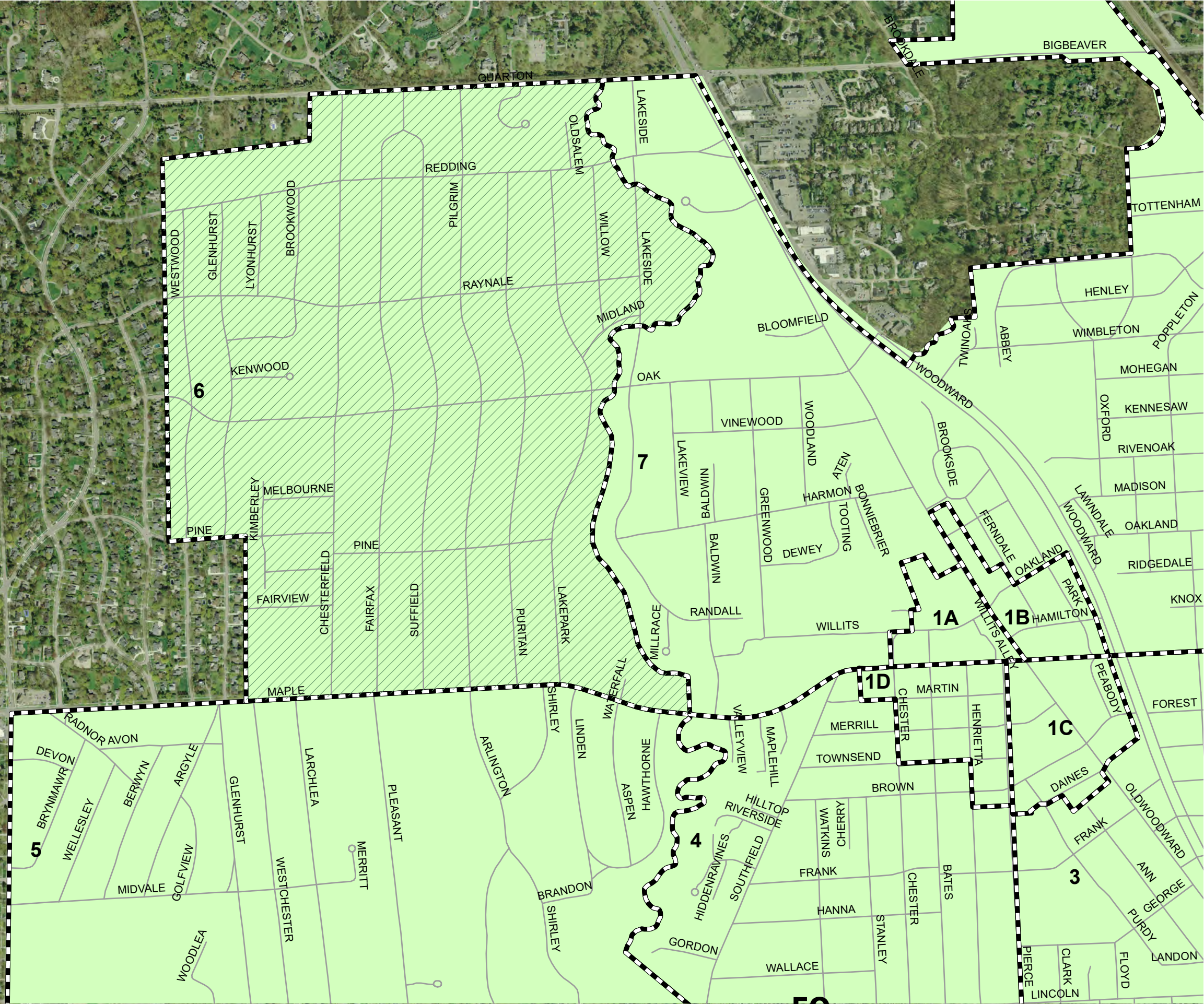
The Engineering Department recommends that the City Commission authorize the project budget addendum of Contract #10-22 (SW), 2022 Trip Hazard Elimination Program, for the 2022 contract year, to a revised project budget of \$245,000.00 (an increase of \$50,000 to the existing planned budget).

ATTACHMENTS:

- Map of Area #6
- Report for Commission for Contract Award dated 7/11/22



SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the project budget increase for Contract #10-22 (SW), 2022 Trip Hazard Elimination Program, by \$50,000.00 to a total budget of \$245,000.00, for work to be completed through June 30th, 2023. Funding for this project has been budgeted in account # 101.0-444.000-981.0100.



2022 SIDEWALK TRIP HAZARD ELIMINATION PROGRAM

Legend

-  Area 6
-  Sidewalk Program Districts



1 inch = 833 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham



MEMORANDUM

Engineering

DATE: July 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott Zielinski, Assistant City Engineer

SUBJECT: Sidewalk Trip Elimination Services

INTRODUCTION:

The Engineering Department has had a program for Sidewalk Trip Elimination Services since 2018, in addition to the City's sidewalk replacement program. The sidewalk elimination program removes trip hazards from the sidewalk's primary walking path in a fast and clean method at a fraction of the cost of full sidewalk replacement. The Engineering Department issued an RFP for services for up to three years for the trip elimination program starting in fiscal year 2022-2023. Only one bid was received from Precision Concrete Cutting, Inc., who was also the sole bidder for this program in 2018.

BACKGROUND:

Precision Concrete Cutting, Inc. (PCC) has performed trip elimination work for the City the past four (4) years. On average, PCC has addressed over 3,000 separate trip hazard locations per year. Once mobilized to Birmingham, PCC has completed their work within two to six weeks each year. The crews work quickly, and cause little disruption to the residents and pedestrians in the immediate area. The amount of work that is accomplished, relative to the amount of time the Engineering Department had to spend overseeing the work in the past, made the process a major success. Not only does PCC reduce the disruption to the neighborhood, it also saves the City a significant amount of money and time when compared to the traditional concrete replacement program.

Given this success, the Engineering Department inspected the next sidewalk program area (Area #5) with the intention of having the traditional concrete replacement program supplemented with the trip elimination program. The program area #5 will focus on the areas between Maple Road and 14 Mile Road & Cranbrook Road to Southfield Road south of Lincoln and to the Rouge River north of Lincoln. The criteria established states that any trip hazard measuring between ½ inch and 1 ¼ inch vertical discrepancy between joints should be corrected using a saw cutting method per the trip elimination program. City inspection and general historic averages have been used to develop the estimated scope. The City will walk sections with the contractor to help confirm scope of services.

This contract also provides a new scope item for emergency service hazard removal. Throughout the year, should pedestrians submit a hazard complaint, PCC will respond within 48 hours to address the area of concern.

LEGAL REVIEW:

The City's standard contract language was used for this project contract and has been reviewed by the City Attorney.

FISCAL IMPACT:

Per the contract, PCC will be paid a flat rate of \$15.30 per linear foot of concrete cutting for trip hazard removal that meets the project requirements for the primary scope of work. A rate of \$18.95 per linear foot will be paid for emergency calls throughout the year. PCC also provided a 7% unit rate increase for each subsequent year of the contract should the City elect to continue the contract each year.

Based on current rates and scope of work, it is estimated that the value of the work, charged at the 2022-2023 contract price of \$15.30 per foot equals \$153,000 per year. This quantity represents over 2,000 separate work locations. If this work was paid for using traditional sidewalk removal and replace methods, the value of this work would be approximately double, representing a savings to the City of over \$150,000. The Engineering Department recommends a budget of \$175,000 for the planned standard contract scope to help cover any unforeseen quantities in work bid. An additional \$20,000 is also recommended for emergency services in the amount of \$20,000. In total, the Engineering Department recommends a contract budget for 2022-2023 in the amount of \$195,000 for all associated contract items.

The cost of this work will be charged to the General Sidewalk Fund, account number 101-444.001-981.0100.

PUBLIC COMMUNICATIONS:

No public communications are anticipated as this method of eliminating trip hazards is performed quickly and causes little disruption to the residents and pedestrians in the immediate area.

SUMMARY:

It is recommended that the City Commission authorize the extension of Contract #10-22 (SW), 2022 Sidewalk Trip Elimination Services Program, to Precision Concrete, Inc., for the 2022-2023 contract year, at a total cost of \$195,000 to be paid at the bid rates of \$15.30 per linear foot for standard work and \$18.95 per foot for emergency removals.

ATTACHMENTS:

- Bid Submittal Documents
- Letter of recommendation of award from AEW
- Map of planned 2023 Work Area.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the award of the 2022-2023 Sidewalk Trip Elimination Services Contract #10-22 (SW) for the 2022-2023 sidewalk program repair area and emergency services, with the option for the City to extend the contract for up to two additional years for additional areas within the City at the proposed contract rates, with an initial budget of \$195,000.00 for proposed service work. In addition, to authorize

the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101-444.001-981.0100.



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.MichiganSafeSidewalks.com

June 2, 2022

City of Birmingham

Attn: Scott Zielinski, P.E., Assistant City Engineer
151 Martin Street
Birmingham, MI 48012-3001



Phone: 248.530.1836 Email: szielinski@bhamgov.org

Subject: **SIDEWALK TRIP ELIMINATION SERVICES – CONTRACT #10-22(SW)**
RFP response for City of Birmingham, DUE June 2, 2022 by 2pm

Scott,

We appreciate the opportunity to submit our Request for Proposal (RFP) response to the City of Birmingham, MI (City). This cover letter is being provided to augment the required RFP response documents and aid the City Engineering Department in making a decision to award the project. The enclosed response to "Contractor Responsibilities" and the following attachments make this RFP response packet complete;

- 1) **Bidder's Agreement** (Attachment B)
- 2) **Cost Proposal** (Attachment C)
- 3) **Iran Sanctions Act Vendor Certification Form** (Attachment D)

Precision Concrete, Inc (Precision Concrete Cutting)

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. Precision Concrete, Inc. is the locally licensed business unit serving Michigan and Indiana that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. Our equipment does NOT need to be driven on lawns. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of City staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



PCC will deploy a well-marked light-duty truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and technicians. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the technician area to assure pedestrian safety during cutting. All PCC staff (including project managers) wear high-visibility safety vests whenever they are outside their vehicle and in the right-of-way.



Contractor's Responsibilities (includes Scope for horizontal saw-cutting)

Items in blue are pulled from the RFP pages 6-7 ...

Precision Concrete Cutting (PCC) will perform the work listed in the **City of Birmingham 2022 CONCRETE SIDEWALK REPAIR PROGRAM CONTRACT #10-22 (SW)** by removing sidewalk trip hazards on City walkways via horizontal saw cutting. Based on data provided by the City on May 16, 2022, there is approximately **10,000 linear feet (LF) of cutting**.

The sidewalk trip hazards are defined as differentials in the walkway of 0.5" up to (including) 1.25" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:12 as required by the City to meet ADA requirements. The work area shall be confined to the area of the City defined as being **Sidewalk District #5**, clarified on the **Map** below (page 6 of this document).

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

1. Complete and sign all forms requested for completion within this RFP.

Agreement (p. 13-19 – only if selected by the City). n/a for this RFP response

*a. Bidder's Agreement (Attachment B - p. 21) see **Attachment B***

*b. Cost Proposal (Attachment C - p. 23-24) see **Attachment C***

*c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 26) see **Attachment D***

2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC completed over 160 projects (**47 of which were major municipal/public services projects**) in Michigan, Indiana, Central Illinois, and the Greater St. Louis Area in 2021 of similar scope. Every 2021 project was completed **on-time and within budget**. There are no disputes, change orders, or claims of any type pending including bonds open between PCC and any insured. PCC also completed it's ninth consecutive year of zero lost-time accidents.

3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).

PCC will conduct a pre-construction planning meeting with the City designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

The overall timeline from "**Project Award**" to "**Project Closure**" is anticipated to be **June 15 thru September 2, 2022**. The anticipated timeline to "Perform Repairs" is July 5 thru August 15 in which there are 30 working days for construction (provides up to 5 rain days without impact to completion date). This timeline is based on the assumption that there is 10,000 Linear Feet of corrections throughout the subject work area as identified by the City. Adjustments up or down for the task "Sidewalk Trip Elimination Services" shall be modified by a percentage up or down, and the number of work days shall be modified by the same percentage if the City changes the quantities of linear feet.

See item 7 below for the requested detail timeline for completion of the tasks with earliest start and finish dates identified for the City.

The following gives **written details of the tasks to be performed** in response to the City Scope of Work;

a) PCC will provide the necessary **Project Coordination & Management**. PCC will attend a pre-construction meeting with the City staff prior to starting work to review the work plan, procedure, and any concerns that either party may have. PCC will coordinate with designated City staff regarding schedule, deliverables and the scope of work. PCC will provide a list of personnel to work on the project prior to commencement of work, including field supervisors and technicians. The designated field supervisor will always be present during work operations in the field.

b) PCC will provide an **Emergency Contacts/Safety Plan** to the City Engineer.

c) PCC will **Perform Repairs** by removing vertical displacements of 0.5 inches to 1.25 inches, all inclusive, on existing sidewalk joints that meet the scope requirements. Work will be performed based on the SCOPE OF WORK as outlined by the City in the May 16, 2022 RFP. The planned work

area is currently defined as being Sidewalk District #5 (see Map below for illustration of the work area). PCC does *not* plan to block any traffic lanes during the project. Repairs will be done to meet the American Disabilities Act (ADA) requirements in terms of slope and coefficient of friction. Repairs will be neat, smooth, and uniform in appearance and leave zero point of vertical differential between slabs over the full width of the raised sidewalk to eliminate the trip hazard. No damage to concrete or adjacent panels/surfaces will result from the PCC trip removal process.

d) **Equipment & Cleanup.** PCC will use cutting equipment that is able to cut flush to ground and/or work at any angle to perform the work in tight working spaces, around obstacles, along buildings, walls or fences, etc., without causing damage to the adjacent work areas or panels. PCC will immediately cleanup the repair area by collecting, for recycle, the debris generated from the repair and minimize dust during the operation to maintain a safe environment for the public and adjacent work areas at all times. PCC uses a dry cut process with special HEPA rated vacuums to collect dust and small debris during the trip hazard removal operation. No water is used during the cutting process nor is the operation performed in rain or other wet conditions that may produce slurry. Therefore, the work plan for PCC eliminates the need to address slurry or run-off as no slurry is generated during the repair or during cleanup. All debris will be disposed in accordance with applicable laws as needed at a qualified concrete recycle center. PCC will provide proof, upon request, that all debris is being recycled in a proper and environmentally safe manner.

e) **Traffic Maintenance/Storage.** Vehicular and pedestrian traffic will be maintained at all times in a safe manner. PCC will maintain access to roads, sidewalks and driveways during construction. No storage in the right-of-way or special parking needs are anticipated for this project. If needed, PCC will follow and utilize designated areas for parking as approved by the City.

f) PCC will **Schedule** the work in accordance with this Contract. Contractor shall submit a schedule to complete the work to the City prior to construction. PCC will schedule daily operations and inspections to minimize disruption to the public, in accordance with this RFP.

g) **Daily Work Items/Invoicing/Additional Services.** PCC will log all work completed on a daily basis. Quantities shall be agreed upon with the City's Field Inspector on a daily basis. At minimum, a monthly invoice will be submitted for the work that details quantities by day, per location, expressed in lineal feet (and inch-feet) of displaced joints repaired. Any work outside of the area of scope of work will not be performed without written authorization from the City.

h) **Work Coordination.** PCC will be responsible for coordinating completion of the work with others performing construction that may be ongoing within the project limits, including but not limited to utility companies, home builders, or other City contractors.

j) PCC will acquire the necessary **Bonds** as/if required by the City once the proposal has been accepted. PCC is anticipating to supply a Payment Bond and Performance Bond to the City using the forms included in RFP Appendix F, valued at the value of the Contract.

k) **Payment for Services:** As referenced in Appendix C, PCC expects be paid for services based on a price per linear foot of trip hazard eliminated. PCC had indicated the number of work days (30) that will be needed to complete the work, assuming each work day that the Contractor is on site, Monday through Saturday, as needing some supervision and interaction on the part of the City staff.

4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

Precision Concrete Cutting (PCC) utilizes its patented tools and processes that it has developed and refined for trip hazard removal. There are numerous PCC owned and franchised locations across the country performing this work in their respective geography's. Precision Concrete, Inc. (DBA: Precision Concrete Cutting (or PCC)) is the locally licensed business serving all of Michigan, Indiana, Central Illinois, and the Greater St. Louis Area that leverages the proven tools, process, and training to provide this service. Ownership of Precision Concrete, Inc. is shared by Mark and Bonnie Bonkowski. The principals and professional management team related to this proposal and the administration of the potential project consists of the following full-time employees;

- a) Mark Bonkowski, President. Founder and owner since 2008. Current roles include business development, project/program compliance, sales management, finance, business planning, and staffing. Project Management Professional plus college educations from Ferris State University (Engineering) and Davenport University (Business).

- b) Bonnie Bonkowski, CFO. Owner and employed since 2008. Roles include accounting, compliance, payroll, human resources, and office administration.
- c) Ben Johnson, Business Development Manager. Employed full-time since 2017. Roles include business development, project management, fleet management, field surveying, operations/resource planning. College education from Ferris State University in Applied Mathematics. He has Been Involved in the City of Birmingham project every year since 2017.
- d) Dean Drow, Project Manager. Employed full-time since 2019. Roles include project management, fleet management, field surveying, operations/resource planning. College education from Lawrence Technological University in Construction Management. He has Been Involved in the City of Birmingham project every year since 2019.
- e) Jerry Timar, Safety and Delivery Manager. Employed full-time since 2011. Roles included sidewalk technician, crew leader/foreman, and field operations. OSHA-30 Construction certified. Has been the Lead Delivery Manger for the City of Birmingham Project every year since 2017.
- f) Technicians, Employed on average 3+ years. All are minimum of OSHA-10 certified.

5. Provide a list of sub-contractors and their qualifications, if applicable.

Not applicable. PCC does not utilize any sub-contractors for this type of work. All human resources are employees of PCC.

6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for similar projects.

6.1) City of Ann Arbor

Jane Allen, P.E., Project Manager
Jallen2@a2gov.org
phone: (734) 794-6410 ext. 43678

6.2) City of Lansing

Mitch Whisler, Engineering
mwhisler@lansingmi.gov
phone: (517) 483-4249

6.3) City of Pontiac

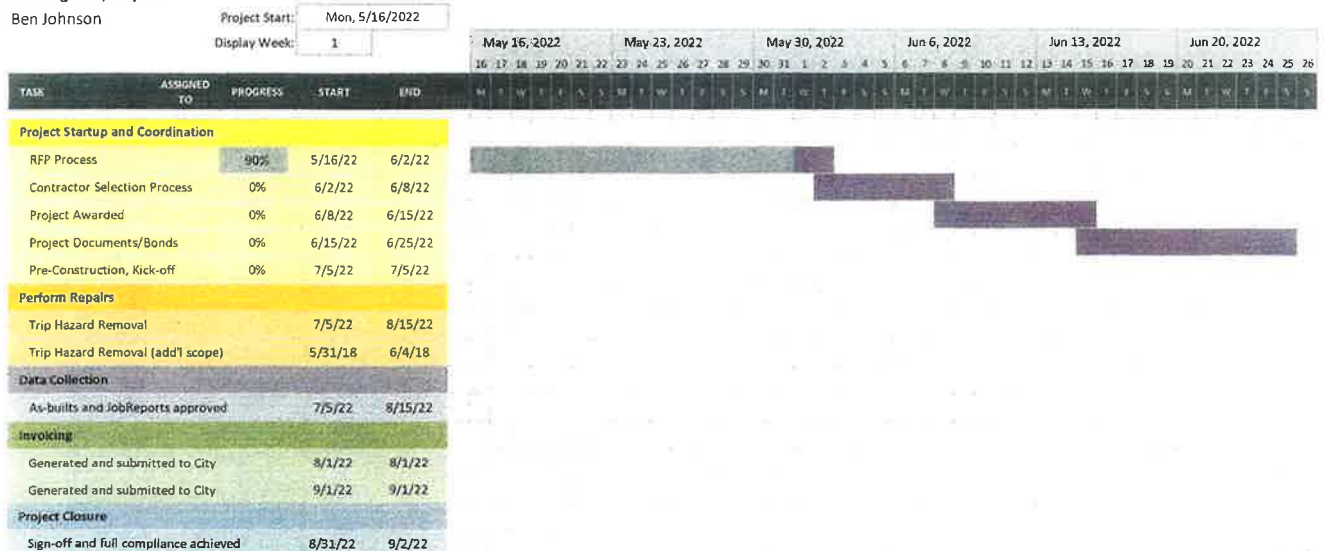
Jack Cady, Engineering Supervisor
JCady@pontiac.mi.us
phone: (248)758-3616

7. 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. Contractor shall be aware that all trip elimination hazard work shall be 100% complete within the designated work area no later than October 31, 2022.

Timeline (project Gantt Chart) of project assuming 06/15/22 project award (earliest finish 08/15/22);

CONCRETE SIDEWALK REPAIR PROGRAM CONTRACT #10-22 (SW)

Birmingham, City of
Ben Johnson

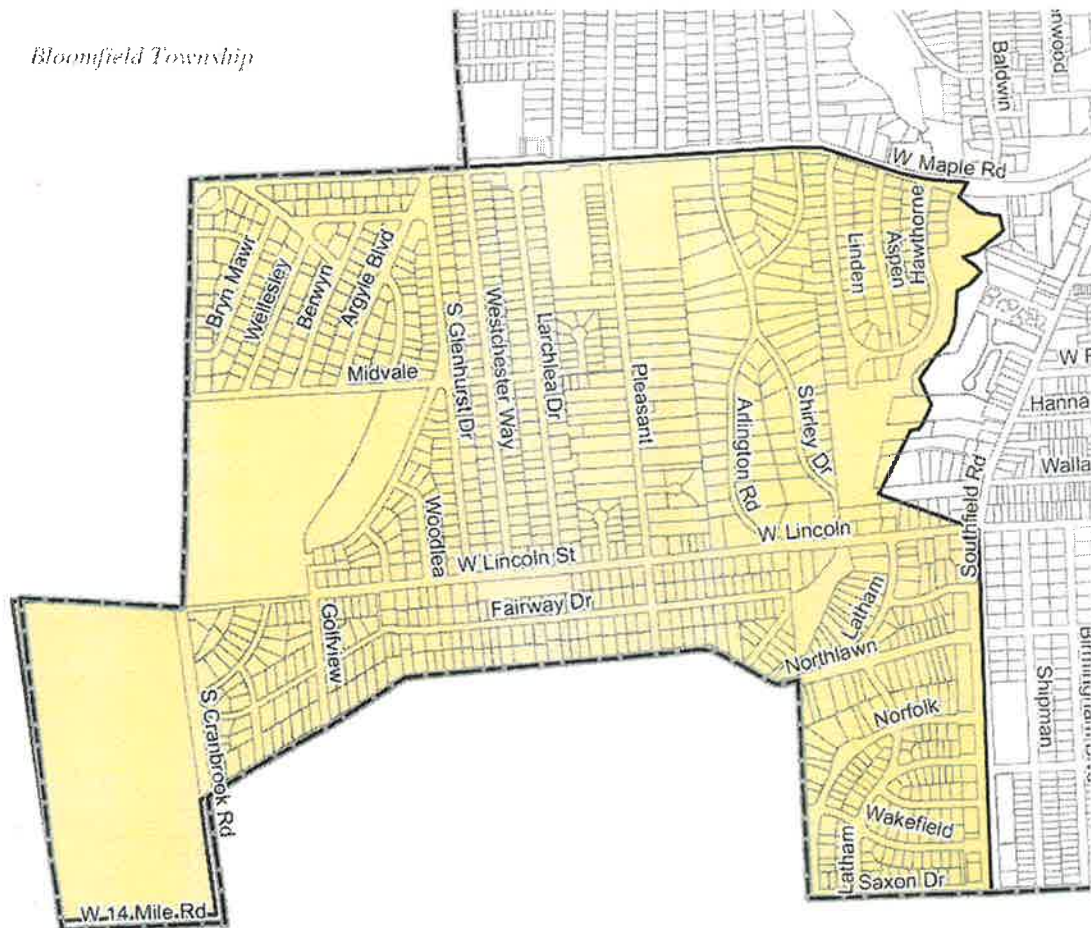


Birmingham, City of
Ben Johnson

Ben Johnson		Project Start: Mon, 5/15/2022		Project End: 9/2/2022		Project Status: On Track		Project Budget: \$1,000,000		Project Location: 1234 Main St, City, State 12345		Project Manager: Ben Johnson		Project Sponsor: John Doe		Project Stakeholders: All		Project Risks: Low		Project Issues: None		Project Notes: All	
Display Week:		#		Jul 11, 2022		Jul 18, 2022		Jul 25, 2022		Aug 1, 2022		Aug 8, 2022		Aug 15, 2022		Aug 22, 2022		Aug 29, 2022					
TASK	ASSIGNED TO	PROGRESS	START	END																			
Project Startup and Coordination																							
RFP Process	Ben Johnson	100%	5/16/22	6/2/22																			
Contractor Selection Process	Ben Johnson	0%	6/2/22	6/8/22																			
Project Awarded	Ben Johnson	0%	6/8/22	6/15/22																			
Project Documents/Bonds	Ben Johnson	0%	6/15/22	6/25/22																			
Pre-Construction, Kick-off	Ben Johnson	0%	7/5/22	7/5/22																			
Perform Repairs																							
Trip Hazard Removal	Ben Johnson	100%	7/5/22	8/15/22																			
Trip Hazard Removal (add'l scope)	Ben Johnson	100%	5/31/18	6/4/18																			
Data Collection																							
As-Built and Job Reports approved	Ben Johnson	100%	7/7/22	8/15/22																			
Invoicing																							
Generated and submitted to City	Ben Johnson	100%	8/1/22	8/7/22																			
Generated and submitted to City	Ben Johnson	100%	9/1/22	9/1/22																			
Project Closure																							
Sign-off and full compliance achieved	Ben Johnson	100%	8/31/22	9/2/22																			

MAP: Proposed 2022 work area as provided by the City of Birmingham.

Sidewalk District #5



City of Beverly Hills

Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Michigan using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 30 days from the date work is completed unless contract states otherwise. PCC will not charge the City any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed unit price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City. This itemized list provides the City with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the City to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long term relationship in which we can help the City achieve its annual sidewalk maintenance objectives.

Thank you for your consideration.



Mark Bonkowski (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

MBonkowski@PCCMich.com

(616) 403-1140 Office
(616) 582-5951 Fax

Ben Johnson (Business Development Manager)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

BJohnson@PCCMich.com

(248) 606-9161 Cell
(616) 582-5951 Fax

Attachment A

The signed agreement is not required for RFP response. The full agreement will be signed and submitted if Precision Concrete is selected by the City for the project.

AGREEMENT FOR SIDEWALK TRIP ELIMINATION SERVICES

This AGREEMENT, made this _____ day of _____, 2022, 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...

ATTACHMENT B

BIDDER'S AGREEMENT FOR SIDEWALK TRIP ELIMINATION SERVICES

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

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

Mark A. Bonkowski
PREPARED BY (Print Name)

June 1, 2022
DATE


AUTHORIZED SIGNATURE

President
Title

mbonkowski@pccmich.com
E-MAIL ADDRESS

Precision Concrete, Inc.
COMPANY

1896 Goldeneye Dr., Holland, MI 49424
ADDRESS

(616) 403-1140
PHONE

N/A
NAME OF PARENT COMPANY

PHONE

ADDRESS

Page 21

ATTACHMENT C
COST PROPOSAL
FOR SIDEWALK TRIP ELIMINATION SERVICES
CONTRACT #10-22(SW)

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

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 7)

Additional Bid Item section is available for Contractor if pricing structure is not suited to cover all costs to be considered in Bid. Note that deviating from basic price structure may make proposal more difficult to compare to others.

This contract is for a three (3) year period with work that starts July 1 and is to be completed by October 31 of each year. The City reserves the right to terminate the contract at its discretion and any time during the contract term if 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 written 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 up to the time of notice, subject to the contract maximum amount.

2022 COST PROPOSAL					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Sidewalk Trip Hazard Elimination	Ft	10,000	\$ 15.30	\$153,000.00
2.	Work Days	Days	30	\$ 400.00	\$12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	Ft	1,000	\$ 18.95	\$18,950.00
Total Amount					\$ 183,950.00



Attachment C

For the additional years of the contract, please provide an increase in your unit pricing based upon a percentage to account for inflation.

July 1, 2023 through October 31, 2023 7 % increase in unit pricing

July 1, 2024 through October 31, 2024 7 % increase in unit pricing

Firm Name Precision Concrete, Inc.

Authorized Signature  Date 06/01/2022

ATTACHMENT D

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR SIDEWALK TRIP ELIMINATION SERVICES

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

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

Mark A. Bonkowski June 1, 2022
PREPARED BY (Print Name) DATE


AUTHORIZED SIGNATURE mbonkowski@pccmich.com
E-MAIL ADDRESS

President
TITLE

Precision Concrete Cutting, Inc.
COMPANY

1896 Goldeneye Dr., Holland, MI 49424 (616) 403-1140
ADDRESS PHONE

N/A
NAME OF PARENT COMPANY PHONE

80-0183496
ADDRESS



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road
Shelby Township, MI 48315

586.726.1234
www.aewinc.com

June 21, 2022

Scott Zielinski, P.E., Assistant City Engineer
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Reference: Sidewalk Trip Hazard Elimination Services
City of Birmingham
Contract No. 10-22(SW)
AEW Project No. 0221-0057

Dear Mr. Zielinski:

On June 2, 2022, bids were accepted for the Sidewalk Trip Hazard Elimination Services contract. This project has been set up as a three (3) year contract with work in the first year to begin at any time and be completed no later than October 31, 2022 and work in the 2023 and 2024 construction seasons to start no earlier than May 1 and be completed no later than October 31 within each year. Only one (1) bid was received from Precision Concrete Cutting of Holland, Michigan as follows based upon unit pricing and the same quantity of work provided for each construction season:

2022 Construction Season - \$183,950.00
2023 Construction Season - \$195,980.00 (7% increase in unit pricing)
2024 Construction Season - \$208,900.00 (7% increase in unit pricing)

This project involves the elimination of sidewalk trip hazards by grinding existing concrete where vertical displacement of greater than 0.5 inches and less than 1.25 inches. Vertical displacements that exist greater than 1.25 inches will require full removal and replacement of sidewalk as part of the City's annual Sidewalk Repair Program. For the 2022 construction season, the majority of this work will take place in Sidewalk Maintenance District No. 5 roughly bounded by Maple Road to the north, Southfield Road to the east, 14 Mile Road to the south and Cranbrook Road to the west. Locations in the 2023 and 2024 construction seasons are to be determined at a later date.

Precision Concrete Cutting has successfully performed this work for the City of Birmingham continuously for the past several years and the City has been very pleased with their performance. Therefore, based upon the bid submitted and past experience, we recommend that the Trip Hazard Elimination Services contract be awarded for the



Scott Zielinski, P.E.
June 21, 2022
Page 2

three (3) year period per the bid received to Precision Concrete Cutting, Inc. of 1896 Goldeneye Drive, Holland, Michigan 49424.

If you have any questions or require any additional information, please feel free to contact me at any time.

Sincerely,

R. Ryan Kern, P.E.
Project Manager

Enclosures: Bid Tabulation

cc: James Surhigh, P.E., Consulting City Engineer, City of Birmingham
Chris Morton, Senior Engineering Technician, City of Birmingham

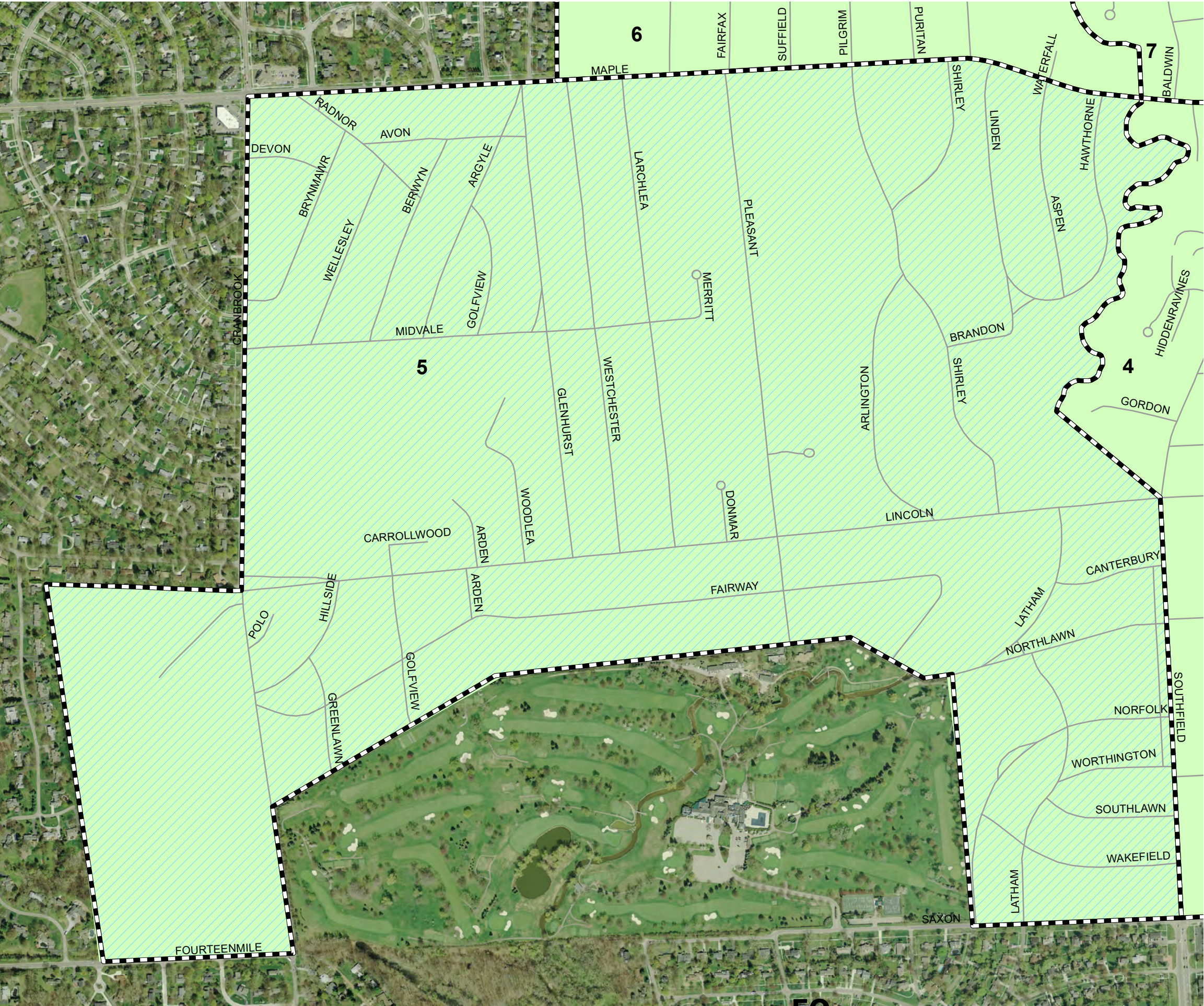


TABULATION OF BIDS
CITY OF BIRMINGHAM

SIDEWALK TRIP HAZARD ELIMINATION SERVICES
AEW PROJECT NO. 0221-0057


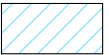
Precision Concrete Cutting, Inc.
1896 Goldeneye Drive
Holland, Michigan 49424

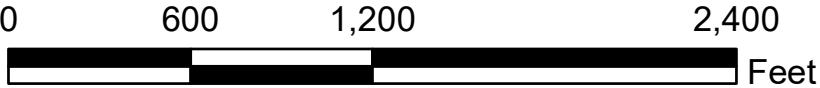
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
2022 CONSTRUCTION SEASON					
1.	Sidewalk Trip Hazard Elimination	10,000	LF	15.30	153,000.00
2.	Work Days	400	DAY	30.00	12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	1,000	LF	18.95	18,950.00
TOTAL AMOUNT BID:					183,950.00
2023 CONSTRUCTION SEASON					
1.	Sidewalk Trip Hazard Elimination	10,000	LF	16.37	163,700.00
2.	Work Days	400	DAY	30.00	12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	1,000	LF	20.28	20,280.00
TOTAL AMOUNT BID:					195,980.00
2024 CONSTRUCTION SEASON					
1.	Sidewalk Trip Hazard Elimination	10,000	LF	17.52	175,200.00
2.	Work Days	400	DAY	30.00	12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	1,000	LF	21.70	21,700.00
TOTAL AMOUNT BID:					208,900.00



2022 SIDEWALK TRIP HAZARD ELIMINATION PROGRAM

Legend

-  Sidewalk Program Districts
-  Area 5



1 inch = 633 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham



MEMORANDUM

Police Department

DATE: September 27th, 2022

TO: Thomas M. Markus, City Manager

FROM: Chris Koch, Investigative Captain

SUBJECT: BHIP Townsend Hotel, LLC Requests to Transfer Ownership of the B Hotel (152 Rooms) and SDM Liquor License with Sunday Sales (AM/PM) Permits, Dance/Entertainment Permits, Catering Permits, Six Additional Bar Permits, and Official Permits (food) from THC Investors Limited Partnership (Business ID No. 6659) Located at 100 Townsend, Birmingham, Oakland County, Request for a New Official Permit (Registration of Guests); and Request to Cancel the Catering Permit.

INTRODUCTION:

The police department has received a request from the Law Offices of Adkison, Need, Allen, and Rentrop for a transfer of ownership from THC Investors Limited Partnership (Business ID No. 6659) to BHIP Townsend Hotel, LLC ("BHIP Townsend"). BHIP Townsend requests the transfer of the following permits: SDM licenses (Beer and Wine for off premise consumption), Sunday Sales (AM/PAM) Permits, six Additional Bar Permits, One Outdoor Service Area Permit and One Outdoor Service Area on Public Property Permit, Dance/Entertainment permit, and Official permit (Food and Registration of guests for the hours of 2:30am to 7:00am). BHIP Townsend has paid the initial fee of \$1500.00 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code. BHIP Townsend is comprised several members with two members with 10% or more:

<u>Members</u>	<u>Membership</u>
Sheldon Yellen, Trust	26.74%
Michael Yellen, Trust	22.272%

Chapter 10 (Alcoholic Liquors), Section 42 of the Birmingham City Code requires that "any and all transfers of a liquor license for consumption of intoxicating liquor on premises require the approval of the City Commission of any kind including, but not limited to:

Ownership of the license; stock in a corporation that owns a license; interest in a license through any entity; or location of the licensed premises." In this case, the interest in the license through an entity is the reason this issue is coming before the City Commission.

BACKGROUND:

The sole member of BHIP Townsend is BHIP Townsend Hotel Holdings, LLC ("Holdings") which is owned by the following members: BRE Townsend Hotel, LLC; MNY Family, LLC Partners for Life, LLC; and the Sheldon Yellen Trust. There are only two members with over 10% of the applicant entity, which are Sheldon Yellen, Trust and Michael Yellen, Trust. BHIP Townsend will continue to operate the Townsend in a 5-story building as a five-star boutique hotel with 152 rooms. In addition to the hotel and restaurant business, the Townsend has a banquet room and meeting which hosts weddings, fund raisers, reunions, showers, cooperate events and other types of gatherings. The Rugby Grille has seating for up to 138 patrons, the Ballroom has seating up to 328 guests. the Clancy Room has seating for up to 122 patrons, and the Regency room has seating for up to 180 patrons. On September 14, 2022 the MLCC had received the application requirements and authorized the transfer for investigation. I was able to verify the financials for this transaction with J.P Morgan Chase.

A background check was conducted on Sheldon Yellen and Michael Yellen using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLN) FBI N-DEX national database. No negative information was uncovered.

LEGAL REVIEW:

Not Applicable

FISCAL IMPACT:

\$1,500.00 liquor license application fee received.

PUBLIC COMMUNICATIONS:

Not Applicable

ATTACHMENTS:

Not Applicable

SUMMARY:

BHIP Townsend Hotel, LLC (BHIP Townsend) is requesting a transfer of the ownership in the Townsend Hotel which holds the Class B Hotel and SDM License with Sunday Sales (AM and PM) and Outdoor Service Area Permit, Dance/Entertainment Permits, catering Permits, Six additional Bar Permits and Official Permit (Food) located at 100 Townsend, Birmingham, Oakland County. The sole member of BHIP Townsend is BHIP Townsend Hotel Holdings, LLC ("Holdings") is owned by the following members: BRE Townsend Hotel, LLC; MNY Family, LLC; Partners for life, LLC; and the Sheldon Yellen Trust. There are only two members with over 10% of the applicant entity, which are Sheldon Yellen, Trust and Michael Yellen, Trust. The two Trustees of the trust, Sheldon Yellen and Michael have over 10% of the applicant entity. Both Sheldon Yellen and Michael Yellen, has successfully completed the police background check. The police department has not uncovered any information that would give cause to deny the applicant's request.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of BHIP Townsend Hotel, LLC to approve the request of BHIP Townsend Hotel, LLC to transfer the ownership in the Townsend Hotel which holds the Class B Hotel and SDM License with Sunday Sales (AM and PM), One Outdoor Service Area Permit and One Outdoor Service Area on Public Property Permit, Dance/Entertainment Permits, catering Permits, Six additional Bar Permits and Official Permit (Food) located at 100 Townsend, Birmingham, Oakland County, MI from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC.



MEMORANDUM

City Manager's Office

DATE: October 19, 2022

TO: Thomas M. Markus, City Manager and City Commission

FROM: Jana L. Ecker, Assistant City Manager

SUBJECT: Lease Agreement with THC Investors Limited Partnership

INTRODUCTION:

The Townsend Hotel (THC Investment Limited Partnership), 100 Townsend Street, Birmingham, MI, has been utilizing portions of the City right-of-way along both Merrill Street and Townsend Street since 1999. The prior agreement was signed in 1999, and had not been updated since that time. Over the years, the areas in use for the valet have changed, however the prior agreement was not amended.

BACKGROUND:

The Townsend Hotel occupies the entire City block bounded by Townsend, Henrietta, Merrill and Pierce Streets. Since 1999, the Townsend Hotel has had a license agreement with the City to allow them to utilize public right-of-way for their valet parking operation along the entire block of Merrill between Henrietta and Pierce. Several years later, the Townsend Hotel obtained site plan approval for renovations, and received approval from the City for a valet area on Townsend Street as well. However, the license agreement was never updated.

Upon discovery of the discrepancies between the previous license agreement and the actual space in use, City staff contacted the Townsend Hotel to draft an updated and accurate lease agreement. The proposed lease agreement correctly defines the public right-of-way that has been in use for valet operations at the Townsend Hotel, including public space on both Townsend and Merrill Streets. The new area is substantially reduced on Merrill Street, as the Townsend Hotel no longer operates the bakery on Merrill, and thus is not permitted to lease space adjacent to that storefront. The updated lease agreement maintains the current valet use on Townsend Street, and in reducing the space along Merrill Street, allows the City to reclaim three on street parking spaces on the south side of Merrill. Upon approval of the proposed lease agreement, the City will install three on street spaces, two at the west end of the block, and one at the east end of the block.

The proposed lease agreement has a one year term, and automatically renews each year unless 60 days written notice is requested by either party. Please note that the lease agreement also includes the right of assignment, and the Townsend Hotel is also requesting an Assignment of the Townsend Hotel Lease Agreement to BHIP Townsend Hotel, LLC due to the pending sale of the hotel. The proposed Assignment Agreement is also included in the request for approval at this time.

LEGAL REVIEW:

The City Attorney has reviewed and approved the recommended lease agreement and the proposed assignment of the lease agreement.

FISCAL IMPACT:

The updated lease agreement includes the use of the equivalent of nine on street parking spaces, which results in an annual payment to the City of \$23,328 at the current parking rates, and allows for adjustments as parking prices increase. In addition, the addition of three on street parking spaces on Merrill Street will also generate additional parking revenue for the City.

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

The Townsend Hotel has been utilizing portions of the City right-of-way along both Merrill Street and Townsend Street since 1999. Despite changes in the location of valet services over the years, the existing license agreement was never updated. At this time, the City Commission is asked to approve a new lease agreement that accurately reflects the public right-of-way in use by the Townsend, and adjusts the billing accordingly. In addition, the City Commission is asked to approve a corresponding assignment of the lease due to the pending sale of the Townsend Hotel later this year.

ATTACHMENTS:

- Townsend Hotel Lease Agreement
- Assignment of Townsend Hotel Lease Agreement

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the lease between the City of Birmingham and THC Investors Limited Partnership for the leasing of public property for valet services for the Townsend Hotel on Merrill and Townsend Street, in the amount of \$23,328 per year, with a one year term, with the addition of the illustration presented as Exhibit A; and further, to direct the Mayor and City Clerk to sign the lease agreement on behalf of the City;

AND

Make a motion adopting a resolution to approve the assignment of the Townsend Hotel lease agreement from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC; and further, to direct the Mayor and City Clerk to sign the assignment of the lease agreement on behalf of the City.

TOWNSEND HOTEL LEASE AGREEMENT

This Lease Agreement ("Agreement") entered into this day of , 2022 by and between the City of Birmingham, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (hereinafter referred to as the "City"), and THC Investors Limited Partnership, whose address is 6421 Inkster Road, Suite 200, Bloomfield Hills, Michigan 48301 (hereinafter referred to as "THC"), or its Assignee, BHIP Townsend Hotel, LLC a Delaware limited liability company whose address is 185 Oakland Avenue, Suite 150, Birmingham, Michigan 48009 (hereinafter referred to as the "BHIP").

WHEREAS, THC is the owner of the Townsend Hotel (hereinafter referred to as the "Hotel") located at 100 Townsend Street in the City of Birmingham; and,

WHEREAS, in connection with the use and function of the Hotel, THC desires to establish a valet parking zone on the north side of Townsend, that being the south side of the Hotel between Henrietta and Pierce Street; and,

WHEREAS, in connection with the use and function of the Hotel, THC desires to establish a second valet parking and use zone on the south side of Merrill Street, that being the north side of the Hotel, between Henrietta and Pierce Street; and,

WHEREAS, in order to accommodate THC's desire to establish two (2) valet parking zone areas for the Hotel, the City has agreed to remove parking meters and parking spaces from Townsend Street and Merrill Street and authorize the Hotel to utilize a portion of the public right-of-way pursuant to the terms of this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and THC hereby agree as follows:

1. **Lease.** The City hereby grants THC a revocable lease upon sixty (60) days notice of revocation of said lease, to utilize portions of the City's public right-of-way as noted in section 2 for valet parking at the Townsend Hotel.

2. **Location.** THC shall be entitled to use the following described areas as designated in Exhibit A:

- a. A portion of the public right-of-way located on the north side of Townsend Street, that being the southwest corner of the Hotel building between Henrietta and Pierce Streets in the City of Birmingham, from the intersection of Townsend and Henrietta, extending approximately 88 linear ft. to the east, occupying the equivalent of four (4) on-street parking spaces.
- b. A portion of the public right-of-way located on the south side of Merrill Street between Henrietta and Pierce Streets, that

being the north side of the Hotel from the Hotel's west property line on Merrill Street extending approximately 110 linear ft. to the east in the City of Birmingham occupying the equivalent of five (5) on-street parking spaces between Henrietta Street and Pierce Street in the City of Birmingham.

3. **Use.** The locations described in paragraph 2 may be used to operate a licensed valet parking service in accordance with Chapter 26, Article VIII of the Birmingham City Code. No other uses are permitted. This location shall be designated as a valet parking zone and standing shall be allowed. THC shall operate a valet parking service in such a manner as to minimize interference with vehicular and pedestrian traffic on surrounding streets and sidewalks.

4. **Term.** The term of this Lease Agreement shall commence on the date as signed at the beginning of this Agreement and shall remain in effect for one (1) year. This Agreement shall be renewed automatically each year, unless THC fails to pay the lease fee set forth in paragraph 5, at least sixty (60) days prior to its expiration date, either the City or THC provides written notice of their intention to terminate the Agreement as set forth in paragraph 6. Termination, or if THC fails to pay the lease fee as set forth in paragraph 5. Lease Fee.

5. **Lease Fee.** The charge for each space shall increase in accordance with comparable parking rates in the area. The current cost of each space is Two Hundred Sixteen Dollars (\$216.00). The cost of these parking spaces, four (4) on Townsend Street and five (5) on Merrill Street shall be charged at a price of One Thousand Nine Hundred Forty-four and 00/100 Dollars (\$1,944.00) per month (\$216.00 per space x 9 spaces), for a total annual fee of Twenty-three Thousand Three Hundred Twenty-eight Dollars (\$23,328.00). THC shall pay to the City an annual fee, or may be paid in an annual lump sum in the amount of Twenty-three Thousand Three Hundred Twenty-eight Dollars (\$23,328.00). The first fee payment shall be paid by January 1 of each year for the prospective calendar year. In the event that this Agreement is terminated in accordance with the terms of this Agreement, the fee shall be calculated on a per diem basis. Any payments made by THC in advance which exceed this amount shall be returned by the City to THC within sixty (60) days after the Agreement is terminated. In the event that the hourly rate for parking meters located on streets adjacent to the Hotel is increased by the City, the annual lease fee shall be increased by the same percentage that the hourly parking meter rate is increased. The lease fee shall be increased each time that the applicable hourly parking meter rate is increased. Any increase in the lease fee shall become effective when the City provides written notice to THC and shall apply to THC's next annual lease fee payment. If payment is not received by the City of Birmingham within seven (7) days, then this Lease Agreement will automatically cease and THC's valet permit will be revoked.

6. **Termination.** This License Agreement may be terminated by either party upon sixty (60) days advance written notice. In the event that this Agreement is terminated, THC shall reimburse the City for the City's costs in reinstalling the parking meters and parking spaces and restoring the public right-of-way to its original condition. THC shall provide to the City upon the signing of this Agreement a bond in the amount of \$2,000.00 to secure THC's payment of these

costs. In the event that THC provides to the City the name and address of its lender(s), the City shall provide written notice to THC's lender(s) of the termination of this Agreement.

7. **Condition of Location.** THC shall maintain the property identified in Section 2 and shall keep it clean, free of trash and litter, and in good order and appearance. THC shall surrender the City's property at the termination of this Agreement in the same condition it was when received. Anything more than ordinary and reasonable wear and tear will be repaired to the expectation of the City.

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

9. **Insurance.** THC shall procure and maintain at all times for the life of the Agreement the following minimum insurance coverage subject to the following conditions:

a) **Worker's Compensation Insurance:** THC shall procure and maintain during the term 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:** THC shall procure and maintain during the term of this Agreement, Commercial General Liability Insurance on an "occurrence basis," with limits of liability of 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; and, (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

c) **Motor Vehicle Liability Insurance:** Not applicable, THC does not own any motor vehicles, or hired vehicles.

d) **Garage Liability and Garage Keepers Legal Liability Insurance:** THC shall procure and maintain during the term of this Agreement Garage

Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence, and Garage Keepers Legal Liability Insurance with limits of liability of not less than \$100,000 per occurrence.

e) Additional Insured: Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Garage Liability Insurance and Garage Keepers Legal Liability Insurance, as described above, shall name the City of Birmingham as additional insured for all activities connected with this Agreement and shall include an endorsement stating the following as "Additional Insured: The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess."

f) Professional Liability Insurance: Not applicable, THC does not provide any services which would be subject to Professional Liability Insurance.

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

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

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. If so requested, Certified Copies of all Policies mentioned above will be furnished.

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

j) Failure to Maintain Insurance: Upon failure of THC to obtain or maintain such insurance coverage for the term of the Agreement, the City may, at its option, purchase such coverage and charge the cost of obtaining such coverage to THC who shall reimburse the City for this cost. 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.

10. **Modification.** This Lease Agreement may not be modified unless such modification is in writing and signed by both parties.

11. **Notices.** Any notices required to be provided by this Agreement may be delivered personally or sent by first class mail, postage prepaid, to the following addresses:

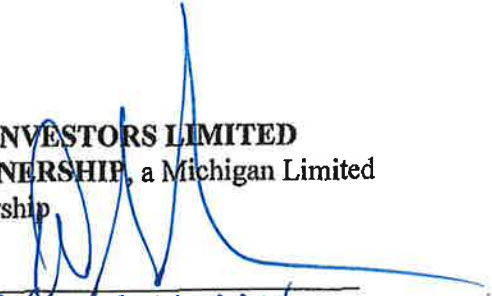
City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attention: Director of Finance

THC: THC Investors Limited Partnership
6421 Inkster Road, Suite 200
Bloomfield Hills, Michigan 48301

12. **Compliance with Law.** THC shall comply with all local, state and federal laws and regulations in the performance of this Agreement.

IN WITNESS WHEREOF, the parties execute this Lease Agreement on the date and year first above written.

THC INVESTORS LIMITED
PARTNERSHIP, a Michigan Limited
Partnership

By: 
DAVID SILLMAN
Its: Vice President of
G.P. Townsend, Inc.
General Partner

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18th day of October, 2022, before me personally appeared DAVID SILLMAN, who acknowledged that with authority on behalf of **THC INVESTORS LIMITED**

PARTNERSHIP to do so he/she signed this Agreement.

Christopher Tower
Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County, Michigan
My commission expires: 11/19/2028

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

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

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

APPROVED:

Mark A. Gerber
Mark A. Gerber, Director of Finance
(Approved as to substance)

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

EXHIBIT A

**To be provided by
October 24, 2022**



THCINVE-01

KBRANSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2022

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 255387 Sacramento, CA 95865	CONTACT NAME: Karrie Branson PHONE (A/C, No, Ext): (916) 480-4161 FAX (A/C, No): E-MAIL ADDRESS: karrie.branson@hubinternational.com
INSURED THC Investors Limited Partnership 100 Townsend Street Birmingham, MI 48009	INSURER(S) AFFORDING COVERAGE INSURER A : Regent Insurance Company 24449 INSURER B : North Pointe Insurance Company 27740 INSURER C : ACE Property & Casualty Insurance Company 20699 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CGA1391457	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIAB \$ 1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Garagekeepers <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		161000198	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			HLI21-A-G73690870	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 105,000,000 AGGREGATE \$ 105,000,000 Prod /CO Agg \$ 105,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof included as Additional Insured per the attached Blanket Endorsement #CG81550309

Primary & Non-contributory to Other Insurance When Required by Contract - included under Policy Form

Garagekeepers Liability \$900,000 Limit - Comprehensive \$500 deductible /\$2500 maximum deductible - Collision \$1,000 deductible

CERTIFICATE HOLDER

CANCELLATION

The City of Birmingham 151 Martin Street Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRACTOR'S ADDITIONAL INSURED'S ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in Paragraphs **A.1.** through **A.8.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be currently in effect or becoming effective during the term of this policy; executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

this paragraph does not apply to any additional insured more specifically identified elsewhere in the policy.

1. ADDITIONAL INSURED — STATE OR POLITICAL SUBDIVISIONS — PERMITS

A state or political subdivision subject to the following provisions:

a. A state or political subdivision is an additional insured only with respect to the following hazards for which the state or political subdivision has issued a permit in connection, with premises you own, rent, or control to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

b. A state or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed by or for you for the state or political subdivision.

2. ADDITIONAL INSURED — CONTROLLING INTEREST

Any person or organizations with a controlling interest in you but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

3. ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you can cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

4. ADDITIONAL INSURED — MORTGAGEE, ASSIGNEE OR RECEIVER

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

5. ADDITIONAL INSURED — OWNERS OR, OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

6. ADDITIONAL INSURED — CO-OWNER OF INSURED PREMISES

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

7. ADDITIONAL INSURED — LESSOR OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment. Such person or organization are insured only with respect to their liability arising out of the maintenance, operation or use by you or equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- a. To any "occurrence" which takes place after the equipment lease expires; or
- b. To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs **A.1.** through **A.8.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

8. ADDITIONAL INSURED — VENDORS

Any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

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

- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (a) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- B.** As respects the coverage provided under this endorsement, Paragraph. **4.b.(3.)** **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is added:
- 4.b.(3.)** This insurance is excess over any other insurance covering the additional insured as an insured whether primary, excess, contingent or on any other basis, unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

Certificate of Participation

MRL Fund

1690 Watertower Place · East Lansing, MI 48823 · 517-664-2770 · 800-686-6640 · Fax 517-664-2787

Self Insured Townsend Management Co., LLC
DBA Townsend Hotel
Mailing Address 100 Townsend
Birmingham, MI 48009
Member# TOWNS-R
Federal ID# 38-3491700
Producer: Arthur J. Gallagher & Company
Coverage A: Workers' Disability Compensation
Limits of Coverage: Statutory
Coverage B: Employers' Liability
Limits of Coverage: \$1,000,000 bodily injury by disease per person
\$1,000,000 bodily injury by disease per occurrence
\$1,000,000 bodily injury by accident per person
Excess Insurance
Provided By: Midwest Employers Casualty Company
States Covered: The fund provides coverage for claims filed in the state of Michigan in accordance with Section 418.845 of the Workers' Disability Compensation Act of 1969

The premium for this certificate is determined by our manuals of rules, classifications and rates.

All information shown below is subject to verification and change by audit.

THIS CERTIFICATE PROVIDES COVERAGE FOR 365 DAYS STARTING 1/1/2022 ENDING 12/31/2022

CODE	DESCRIPTION	PAYROLL	RATE	PREMIUM
8017	Store: retail	0	1.89	0.00
8810	Clerical	826,000	0.34	2,808.40
9015	Building operations	0	5.97	0.00
9051	Hotel: front desk	252,000	0.42	1,058.40
9052	Hotel	1,680,000	3.48	58,464.00
9058	Restaurant	2,750,000	2.19	60,225.00
ESTIMATED	ANNUAL PAYROLL	5,508,000		
	Manual Premium			\$122,555.80
	Experience Modification Factor 1.04			\$4,902.23
	Michigan Premium Discount 0.09			(\$11,021.22)
	Adjustment			\$0.00
	Standard Premium			\$116,436.81
	Employers Liability Adjustment 0.01			\$1,164.37
	Expense Constant			2,518.74
	Your Credit For Good Performance			(\$83,322.34)
	Total Premium			\$36,797.58

Estimated surplus premium waiting to be returned: \$163,544.19 (see your Report Card for details)

As a member of the fund, you receive all surplus premium upon authorization by the Workers' Compensation Agency. Surplus premium is distributed to active members as a "Credit For Good Performance"

ASSIGNMENT OF TOWNSEND HOTEL LEASE AGREEMENT

This Assignment of Townsend Hotel Lease Agreement ("Assignment") is entered into on the ____ day of _____ 2022, between THC Investors Limited Partnership, whose address is 6421 Inkster Road, Suite 200, Bloomfield Hills, Michigan 48301 ("Assignor") and BHIP Townsend Hotel, LLC, a Delaware limited liability company whose address is 185 Oakland Ave. Suite 150, Birmingham, Michigan 48009 ("Assignee"), with the consent of the City of Birmingham, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (the "City"). The Assignor and Assignee are referred to in this Assignment as the "Parties."

RECITALS

WHEREAS, Assignor executed the Townsend Hotel Lease Agreement dated the ____ day of _____ 2022 (the "Lease") with the City for the lease of portions of the City's public right of way for the use parking as defined in the Lease, which Lease is fully incorporated herein by this reference; and

WHEREAS, Assignor now wishes to assign the Lease and Assignee wishes to assume it, with the consent of the City.

AGREEMENT

NOW THEREFORE, in exchange for the considerations specified in this Assignment, the Parties agree as follows:

- A. The Lease is assigned from the Assignor to the Assignee.
- B. Every term, condition and obligation of the Assignor under the Lease shall be assumed by the Assignee.
- C. Upon the full execution of this Assignment, the Assignor shall be released from the Lease.
- D. This Assignment shall become effective following execution by the Parties.
- E. This Assignment cannot be modified except by a writing signed by the Parties.
- F. This Assignment of Lease may be executed in counterparts with the same effect as if the signature of each were upon the same instrument, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- G. By execution of this Assignment, the City certifies that the Assignee is not in default under the Lease.

IN WITNESS WHEREOF, the Parties have entered this Assignment of Lease as of the date first written above.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties execute this Assignment of Lease Agreement on the date and year first above written.

ASSIGNOR
THC INVESTORS LIMITED
PARTNERSHIP, a Michigan Limited
Partnership

By: DAVID SILLMAN
Its: VICE PRESIDENT OF G.P.
TOWNSEND, INC.
GENERAL PARTNER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18 day of OCTOBER, 2022, before me personally appeared DAVID SILLMAN, who acknowledged that with authority on behalf of **THC INVESTORS LIMITED PARTNERSHIP** to do so he/she signed this Agreement.

Christopher Tower
Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County, Michigan
My commission expires: 11/19/2028

ASSIGNEE
BHIP Townsend Hotel, LLC
a Delaware limited liability company

By: Richard J. Allen
Its: MEMBER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18 day of OCTOBER, 2022, before me personally appeared SHELDON YEVEN, who acknowledged that with authority on behalf of **BHIP Townsend Hotel, LLC** to do so he/she signed this Agreement.

Christopher Tower
Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County, Michigan
My commission expires: 11/19/2028

With the consent of:

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham,
City Clerk

APPROVED:

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

Mark A. Gerber
Mark A. Gerber, Director of Finance
(Approved as to substance)

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



THCINVE-01

KBRANSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2022

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 255387 Sacramento, CA 95865	CONTACT NAME: Karrie Branson PHONE (A/C, No, Ext): (916) 480-4161 FAX (A/C, No): E-MAIL ADDRESS: karrie.branson@hubinternational.com
INSURED THC Investors Limited Partnership 100 Townsend Street Birmingham, MI 48009	INSURER(S) AFFORDING COVERAGE INSURER A : Regent Insurance Company 24449 INSURER B : North Pointe Insurance Company 27740 INSURER C : ACE Property & Casualty Insurance Company 20699 INSURER D : INSURER E : INSURER F :

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CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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Primary & Non-contributory to Other Insurance When Required by Contract - included under Policy Form

Garagekeepers Liability \$900,000 Limit - Comprehensive \$500 deductible /\$2500 maximum deductible - Collision \$1,000 deductible

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The City of Birmingham 151 Martin Street Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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A state or political subdivision subject to the following provisions:

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- (1)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (2)** The construction, erection, or removal of elevators; or

- (3)** The ownership, maintenance, or use of any elevators covered by this insurance.

- b.** A state or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed by or for you for the state or political subdivision.

2. ADDITIONAL INSURED — CONTROLLING INTEREST

Any person or organizations with a controlling interest in you but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

3. ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

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- a. Any "occurrence" which takes place after you can cease to be a tenant in that premises; or
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4. ADDITIONAL INSURED — MORTGAGEE, ASSIGNEE OR RECEIVER

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

5. ADDITIONAL INSURED — OWNERS OR, OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

6. ADDITIONAL INSURED — CO-OWNER OF INSURED PREMISES

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

7. ADDITIONAL INSURED — LESSOR OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment. Such person or organization are insured only with respect to their liability arising out of the maintenance, operation or use by you or equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- a. To any "occurrence" which takes place after the equipment lease expires; or
- b. To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs **A.1.** through **A.8.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

8. ADDITIONAL INSURED — VENDORS

Any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

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

- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
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- b. This insurance does not apply to any insured person or organization, from whom-you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- B. As respects the coverage provided under this endorsement, Paragraph. **4.b.(3.) SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is added:

- 4.b.(3.)** This insurance is excess over any other insurance covering the additional insured as an insured whether primary, excess, contingent or on any other basis, unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

Certificate of Participation

MRL Fund

1690 Watertower Place · East Lansing, MI 48823 · 517-664-2770 · 800-686-6640 · Fax 517-664-2787

Self Insured Townsend Management Co., LLC
DBA Townsend Hotel
Mailing Address 100 Townsend
Birmingham, MI 48009
Member# TOWNS-R
Federal ID# 38-3491700
Producer: Arthur J. Gallagher & Company
Coverage A: Workers' Disability Compensation
Limits of Coverage: Statutory
Coverage B: Employers' Liability
Limits of Coverage: \$1,000,000 bodily injury by disease per person
\$1,000,000 bodily injury by disease per occurrence
\$1,000,000 bodily injury by accident per person
Excess Insurance
Provided By: Midwest Employers Casualty Company
States Covered: The fund provides coverage for claims filed in the state of Michigan in accordance with Section 418.845 of the Workers' Disability Compensation Act of 1969

The premium for this certificate is determined by our manuals of rules, classifications and rates.

All information shown below is subject to verification and change by audit.

THIS CERTIFICATE PROVIDES COVERAGE FOR 365 DAYS STARTING 1/1/2022 ENDING 12/31/2022

CODE	DESCRIPTION	PAYROLL	RATE	PREMIUM
8017	Store: retail	0	1.89	0.00
8810	Clerical	826,000	0.34	2,808.40
9015	Building operations	0	5.97	0.00
9051	Hotel: front desk	252,000	0.42	1,058.40
9052	Hotel	1,680,000	3.48	58,464.00
9058	Restaurant	2,750,000	2.19	60,225.00
ESTIMATED	ANNUAL PAYROLL	5,508,000		
	Manual Premium			\$122,555.80
	Experience Modification Factor 1.04			\$4,902.23
	Michigan Premium Discount 0.09			(\$11,021.22)
	Adjustment			\$0.00
	Standard Premium			\$116,436.81
	Employers Liability Adjustment 0.01			\$1,164.37
	Expense Constant			2,518.74
	Your Credit For Good Performance			(\$83,322.34)
	Total Premium			\$36,797.58

Estimated surplus premium waiting to be returned: \$163,544.19 (see your Report Card for details)

As a member of the fund, you receive all surplus premium upon authorization by the Workers' Compensation Agency. Surplus premium is distributed to active members as a "Credit For Good Performance"



MEMORANDUM

Planning Division

DATE: October 12th, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nick Dupuis, Planning Director

SUBJECT: Set Public Hearing to consider the proposed Zoning Ordinance Amendment to Article 3, Section 3.04(D)(3) of the Downtown Overlay Parking Requirements to allow nonresidential uses in the D4 Zone located outside of any former parking assessment districts to reduce or eliminate parking requirements under the provision of a Special Land Use Permit.

INTRODUCTION:

The applicant is applying to amend the Zoning Ordinance to allow properties in the D4 (Downtown Overlay) Zone to request a waiver of commercial parking requirements from the City Commission under the provisions of a Special Land Use Permit. The applicant is the owner of 479 S. Old Woodward which is zoned D4 in the Downtown Overlay and is located outside of any former parking assessment districts, therefore the subject site is currently required to provide all required parking on-site.

BACKGROUND:

On [July 27th, 2022](#), the Planning Board first considered the proposed ordinance amendment from the applicant requesting to allow the City Commission to waive parking requirements for properties zoned D4 in the Downtown Overlay. City staff recommended denial of the proposed ordinance language for numerous reasons, including the attempt to bypass the Board of Zoning Appeals for obtaining a parking variance, the lack of City Commission guidelines for approval or denial of such a waiver, and the fact the the D4 Zone boundary was never considered during special assessments charged for public parking facilities as it did not exist at those times.

Upon discussion with the Planning Board, the applicant suggested making the parking waiver request contingent upon a Special Land Use Permit (SLUP). The Planning Board appeared amenable to reviewing the suggested amendment and asked staff to coordinate with the applicant to bring back draft ordinance language incorporating a SLUP for nonresidential uses in the D4 Zone requesting an off-street parking reduction or waiver.

On [August 24th, 2022](#), the applicant submitted an updated draft ordinance addressing items discussed at the July 27th, 2022 meeting. City staff suggested minor tweaks to the proposed

ordinance language for formatting reasons which the applicant was amenable to. The suggested draft language read as such (**new ordinance language in bold**):

Article 3, Section 3.04(D)

*3. For all sites located outside of the **former** parking assessment district, off-street parking must be provided in accordance with the requirements of Article 4 for parking, loading and screening.*

*a) For all nonresidential uses in the D4 Zone located outside of the **former** parking assessment district, the off-street parking requirements of Article 4 may be reduced.*

On [September 28th, 2022](#), a public hearing was held at the Planning Board regarding the proposed ordinance language. The suggested action from the Planning Division was to recommend **denial** of the proposed language as-is for the reasons previously cited as bypassing the Board of Zoning Appeals for hardships unique to the property, a lack of standards for approval by City Commission, and that the Article 4 parking requirements are dimensional, not a use that would typically be subject to a SLUP.

The Planning Board discussed difficulties that the property faces related to its size and location. It was also discussed how the existence of an 86 ft. building next door creates difficulties for the owner to dig multiple levels of underground parking. Members of the Planning Board felt that an ordinance amendment could assist the City in obtaining a reasonable building that fits the recommendations of the Downtown 2016 Plan and would be an improvement from the existing one story buildings currently there. Waiving parking requirements could enable more active uses on the first and second floor of the building.

The Planning Board also discussed concerns about the proposed amendment and how it could be construed as changing the ordinance to fix issues with one site. There was discussion that the parking ordinance should be reviewed and amended as a whole, not just examined for one site. Concerns about spot zoning were also discussed, however the Planning Board mentioned that the proposed language appears to be contractual zoning which is permitted, but would need to be verified by the City Attorney.

On September 28th, 2022, the Planning Board motioned to recommend **approval** to the City Commission for the proposed amendment to Article 3, Section 3.04(D)(3), of the Zoning Ordinance to allow off-street parking requirements of Article 4 to be reduced or eliminated under the provisions of a Special Land Use Permit for all nonresidential uses in the D4 Zone located outside of the former parking assessment district by a vote of 4-2.

It is also of note that on the September 28th, 2022, the applicant applying for the subject ordinance amendment also appeared before the Planning Board for a revised Final Site Plan for 479 S. Old Woodward. The applicant originally obtained Final Site Plan approval in September of 2020 for a 5 story mixed-use building with two levels of underground parking as well necessary annual site plan extensions. The revised site plan in September of 2022 included only one level of underground parking with additional commercial square footage in place of parking and residential uses on the first and second floor.

Parking was the main issue for the proposed revised site plan. The updated plans required 113 parking spaces when only 39 were indicated on-site, creating a shortage of 74 parking spaces. Approval of the site plan would require the applicant to obtain a variance of 74 parking spaces from the Board of Zoning Appeals.

On [September 28th, 2022](#), the Planning Board discussed the proposed site plan amendment with the parking shortage being the main concern. The scale of the parking shortage was a concern for some Planning Board members, however others felt that the additional commercial space was better than first floor parking. The Planning Board moved to **deny** the revised Final Site Plan for 479 S. Old Woodward by a vote of 4-2.

The applicant has applied to appear before the Board of Zoning Appeals on November 8th, 2022 to appeal the decision of the Planning Board to deny the revised site plan, and to request a variance of 74 parking spaces. The Board of Zoning Appeals is an alternative route to the subject ordinance amendment being proposed that would enable the applicant to waive parking requirements.

Given the updated site plan proposed for 479 S. Old Woodward, the subject ordinance amendment being proposed **could** enable the applicant to reapply for Final Site Plan and SLUP review to request that City Commission eliminate the requirement of 74 additional parking spaces under the provisions of a Special Land Use Permit.

LEGALREVIEW:

The City Attorney has reviewed the proposed ordinance and has concerns related to what is being proposed and lack of standards in the proposed ordinance and will provide further comments should the Commission set a public hearing to consider the Zoning Ordinance Amendment.

FISCAL IMPACT:

There is no fiscal impact of the proposed ordinance amendment itself.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the September 28th, 2022 public hearing at the Planning Board. A second legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on December 5th, 2022.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of December 5th, 2022 to consider the proposed Zoning Ordinance Amendment to Article 3, Section 3.04(D)(3) of the Downtown Overlay Parking Requirements to allow nonresidential uses in the D4 Zone located outside of the former parking assessment district to reduce or eliminate parking requirements under the provision of a Special Land Use Permit.

ATTACHMENTS:

- Proposed Ordinance Language
- Applicant's application with 1st and 2nd floor plan

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of December 5th, 2022 to consider the proposed Zoning Ordinance Amendment to Article 3, Section 3.04(D)(3) of the Downtown Overlay Parking Requirements to allow nonresidential uses in the D4 Zone located outside of the former parking assessment district to reduce or eliminate parking requirements under the provision of a Special Land Use Permit.

CITY OF BIRMINGHAM
ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE CITY OF BIRMINGHAM ZONING ORDINANCE, ARTICLE 3, SECTION 3.04(D)(3), PARKING REQUIREMENTS OF THE DOWNTOWN OVERLAY TO ALLOW OFF STREET PARKING REQUIREMENTS TO BE REDUCED OR ELIMINATED UNDER THE PROVISIONS OF A SPECIAL LAND USE PERMIT.

SECTION 3.04(D)(3) Parking requirements is amended as follows:

3. For all sites located outside of the former parking assessment district, off-street parking must be provided in accordance with the requirements of Article 4 for parking, loading and screening.

a.) For all nonresidential uses in the D4 Zone located outside of the former parking assessment district, the off-street parking requirements of Article 4 may be reduced or eliminated under the provisions of a Special Land Use Permit.

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



Dykema Gossett PLLC
39577 Woodward Avenue
Suite 300
Bloomfield Hills, MI 48304
WWW.DYKEMA.COM

Tel: (248) 203-0700
Fax: (248) 203-0763

Stephen R. Estey
Direct Dial: (248) 203-0538
Direct Fax: (855) 232-1793
Email: SEstey@dykema.com

June 20, 2022

VIA EMAIL

City of Birmingham
Planning Department
ATTN: Nicholas Dupuis, Planning Director
151 Martin Street
Birmingham, MI 48009

Re: Proposed Ordinance Text Amendment – Section 3.04(D)(3)

Dear Mr. Dupuis,

We represent the owner of the combined lots of 469-479 S. Old Woodward Avenue, now known as 479 S. Old Woodward Avenue (the “Property”).

I. The Property

The physical practicalities of the Property create unique problems for development under the City’s current zoning ordinance, given the manner in which parking is treated for parcels included in the former Parking Assessment District vs. all others. The overall lot size is 0.423 acres. The lot is long and narrow, and it is situated on two corners with frontage on three streets, S. Old Woodward, Hazel and M-1. Because of the size and narrow corner configuration of the Property, it cannot support street-level retail, commercial use, residential use, *and* the required parking for those uses as discussed herein.

The off-street parking requirements for this Property make the engineering and design of a mixed-use, D4-allowable building challenging – if not impossible. Even with a significant amount of the ground floor area and an underground garage dedicated to parking, there simply is not enough onsite parking to support street-level-activating retail uses, such as a café or coffee shop, at the S. Old Woodward frontage. The owner can only plan to house a leasing office in the S. Old Woodward frontage, which fails to optimize retail for a pedestrian streetscape or to make the development economically viable.

Our client currently has an opportunity for a national retailer to occupy the space (on both the entire first floor and mezzanine), which would serve as an anchor tenant for the site and is more

compatible with the intended use and vision of the Downtown Development District.

Today, every D4 property in the City *is included in the former PAD, with the exception of our Client's Property*. Indeed, most of the downtown area is included in the D4 Overlay Zone, *and all those properties have the parking benefits of the PAD except our client's Property*. As such, our client cannot compete with other similarly situated D4 parcels and is uniquely impacted by the existing requirement to meet all onsite parking.

II. The Zoning Ordinance & Parking Disparity

Article 3, Section 3.04(D) provides in pertinent part:

D. Parking requirements.

1. For all nonresidential uses located within the parking assessment district, parking on the site shall not be required, provided such site is in full compliance with the requirements of the parking assessment district.
2. For all residential uses located within the parking assessment district, the on-site parking requirements contained in Section 4.46, Section 4.49, Section 4.50 and Section 4.51 may be complied with through leasing the required spaces from an off-site parking area, provided the requirements of Section 4.45(G) are met and all parking is supplied on site or within 300 feet of the residential lobby entrance of the building
3. **For all sites located outside of the parking assessment district, off-street parking must be provided in accordance with the requirements of Article 4 for parking, loading and screening.**
4. Notwithstanding the above regulations, residential dwelling units within the existing second and third floors of landmark buildings, as defined in Section 62-87 of the Birmingham City Code, located within the central business historic district are exempt from required off-street parking requirements.
5. Off-street parking contained in the first story shall not be permitted within 20 feet of any building facade on a frontage line or between the building facade and the frontage line.
6. The placement of two abutting off-street parking lots with continuous street frontages shall not be permitted.

The proposed minor text amendment attached hereto, will simply bring the only remaining D4 parcel, which is not included in the former PAD, into compliance with the parking standards of all other D4 properties in the City and allow discretion to the City Commission to review same.

III. Conclusion

In conclusion, the proposed minor text amendment will provide the flexibility to the City to allow the Property to be developed in the same manner and pursuant to the same rules as all other D4 properties in the Downtown Overlay District, as well as provide greater flexibility in the retail uses at the corner of S. Old Woodward and Hazel, which will benefit the City and its citizens.

Regards,

DYKEMA GOSSETT PLLC

A handwritten signature in black ink, appearing to read 'Stephen R. Estey', with a long horizontal line extending to the right.

Stephen R. Estey

APPLICATION FOR ZONING MAP OR ORDINANCE CHANGE
Birmingham, Michigan

TO THE CITY COMMISSION:

The undersigned hereby makes application to the City Commission to:

1. ~~Zoning Map~~ Change: **Text Amendment**

Change premises described as: **Birmingham Tower Partners, LLC**

479 S. Old Woodward Ave, Birmingham, MI

No. Street

Legal Description

_____ from its present zoning
classification of _____ to _____.

A sealed land survey showing location, size of lot and placement of building (if any) on the lot to scale must be attached. **n/a**

Statements and reason for request or other data have a direct bearing on the request.

2. ~~Change premises described as:~~

(See attached Letter)

No. Street

Legal Description

_____ from its present zoning
classification of _____ to _____

A sealed land survey showing location, size of lot and placement of building (if any) on the lot to scale must be attached. **n/a**

Statements and reasons for request or other data have a direct bearing on the request.

Signature of Applicant: _____

Print Name: **Stephen Estey, Esq., C/O**

Name of Owner: **Birmingham Tower Partners, LLC**

Address and Telephone Number: **39577 Woodward Ave.**

Suite 300, Bloomfield Hills, MI 48304

APPLICATION FOR ZONING MAP OR ORDINANCE CHANGE
Birmingham, Michigan

A letter of authority, or power of attorney, shall be attached in case the appeal is made by a person other than the actual owner of the property.

Date Received: _____ Received By: _____

Resolution No. _____ Approved/Denied _____

Application Fee: \$1,500.00 Receipt Number _____

The petitioner shall be responsible for any costs incurred by consultant, including but not limited to traffic and environmental, contracted by the city to review the proposed site plan and/or community impact study as determined by the city planner.

ZONING MAP OR ORDINANCE AMENDMENT PROCEDURE

Procedure to be followed on all applications for Zoning Map or Ordinance amendments.

1. Preliminary discussion with the Community Development Director or City Planner.
 2. Formal application to City Commission with the following information:
 - a) Change requested
 - b) Signature and name of persons requesting change
 - c) Reasons for requested change
 3. City Commission will refer request to the Planning Board for recommendation and final report.
 4. Planning Board will hold a public hearing prior to which a notice will be published in an official paper or a paper of general circulation not less than fifteen (15) days prior to the hearing.
 5. At the conclusion of a public hearing, the Planning Board will forward a recommendation of the Zoning Map or Ordinance amendment request. The City Commission may, by ordinance, change the Zoning Map or Ordinance only after the Planning Board had held at least one (1) public hearing regarding the proposed amendment and has reported to the City Commission thereon. The City Commission may hold additional public hearings as it deems necessary.
 6. Upon the presentation of protest petition meeting the requirements listed below, an amendment to the Zoning Map or Ordinance which is the object of the petition shall be passed only by a three-fourths (3/4) vote of the City Commission. The protest petition shall be presented to the City Commission before final action on the amendment, and shall be signed by one (1) of the following:
 - a) The owners of at least twenty percent (20%) of the area of land included in the proposed change.
 - b) The owners of at least twenty percent (20%) of the area of the land included within an area extending outward one hundred (100) feet from any point on the boundary of the land included in the proposed change.
- For the purpose of calculating the twenty percent (20%) requirement, publicly-owned land shall be excluded.
7. The City Commission will then take action on the application upon review of the Planning Board's recommendation and approved minutes of the Public Hearing.
 8. Following adoption of a Zoning Map or Ordinance change by the City Commission, one (1) notice of adoption shall be published in the newspaper of general circulation in the City within fifteen (15) days after adoption.

Applicant's Original Submission - Not Final

ORDINANCE NO. _____
CITY OF BIRMINGHAM

AMENDMENT TO CITY OF BIRMINGHAM ZONING ORDINANCE

AN ORDINANCE AMENDING THE CITY OF BIRMINGHAM ZONING ORDINANCE,
ARTICLE 3 – OVERLAY DISTRICTS, SECTION 3.04(D)(3)

THE CITY OF BIRMINGHAM ORDAINS:

SECTION 3.04(D)(3) Parking requirements is amended as follows:

3. For all sites located outside of the former parking assessment district, off-street parking must be provided in accordance with the requirements of Article 4 for parking, loading and screening. Notwithstanding the foregoing, properties located in the D4 Zone may request a waiver of the parking requirements of Article 4 from the City Commission.

ADOPTED, APPROVED, AND PASSED by the City Commission of Birmingham, Michigan this ____ day of ____, 2022.

Mayor

City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Commission of the City of Birmingham at a regular City Commission Meeting held _____ on 2022.

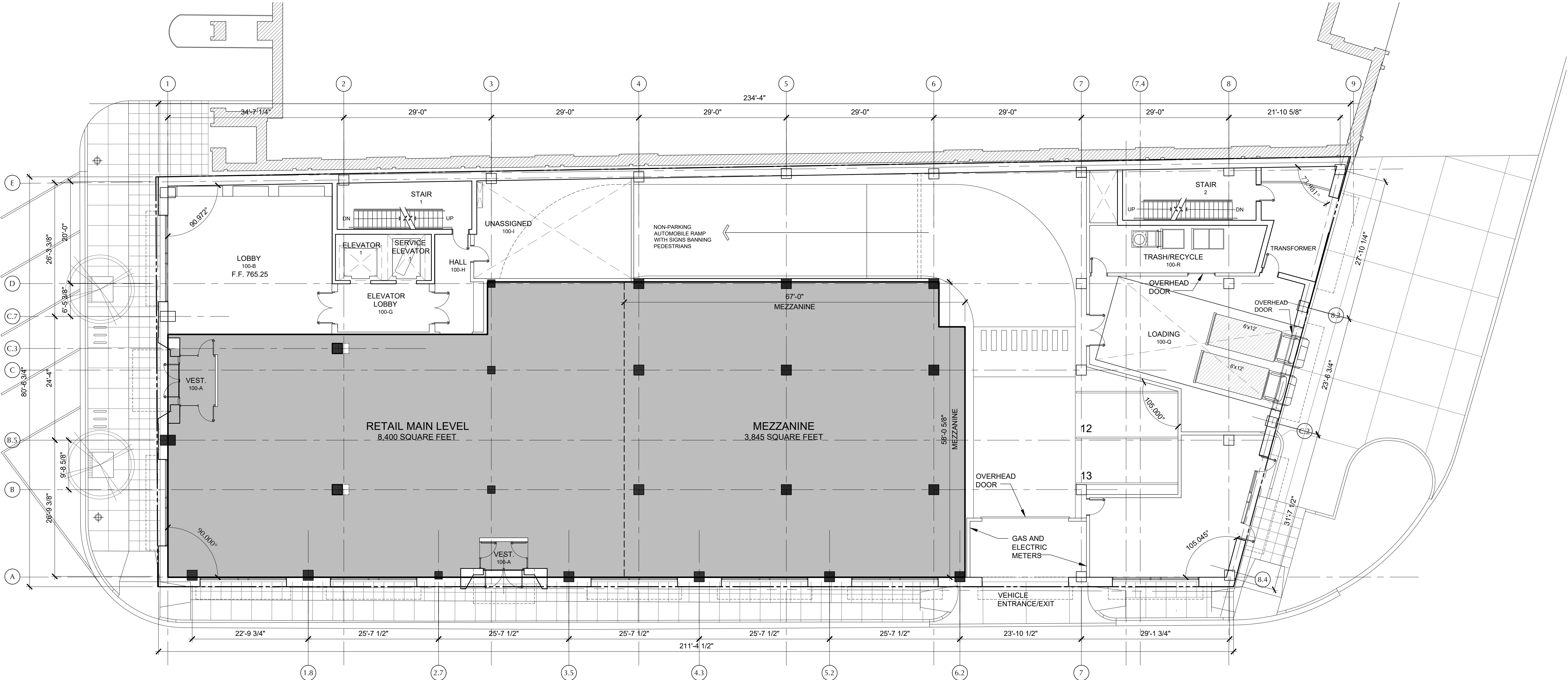
City Clerk

I further certify that the foregoing was published in _____, a newspaper of general circulation in City of Birmingham, on the ____ day of ____ 2022.

City Clerk

Introduced:
Adopted:
Published/Effective:

479 Old Woodward
Birmingham
Michigan 48009

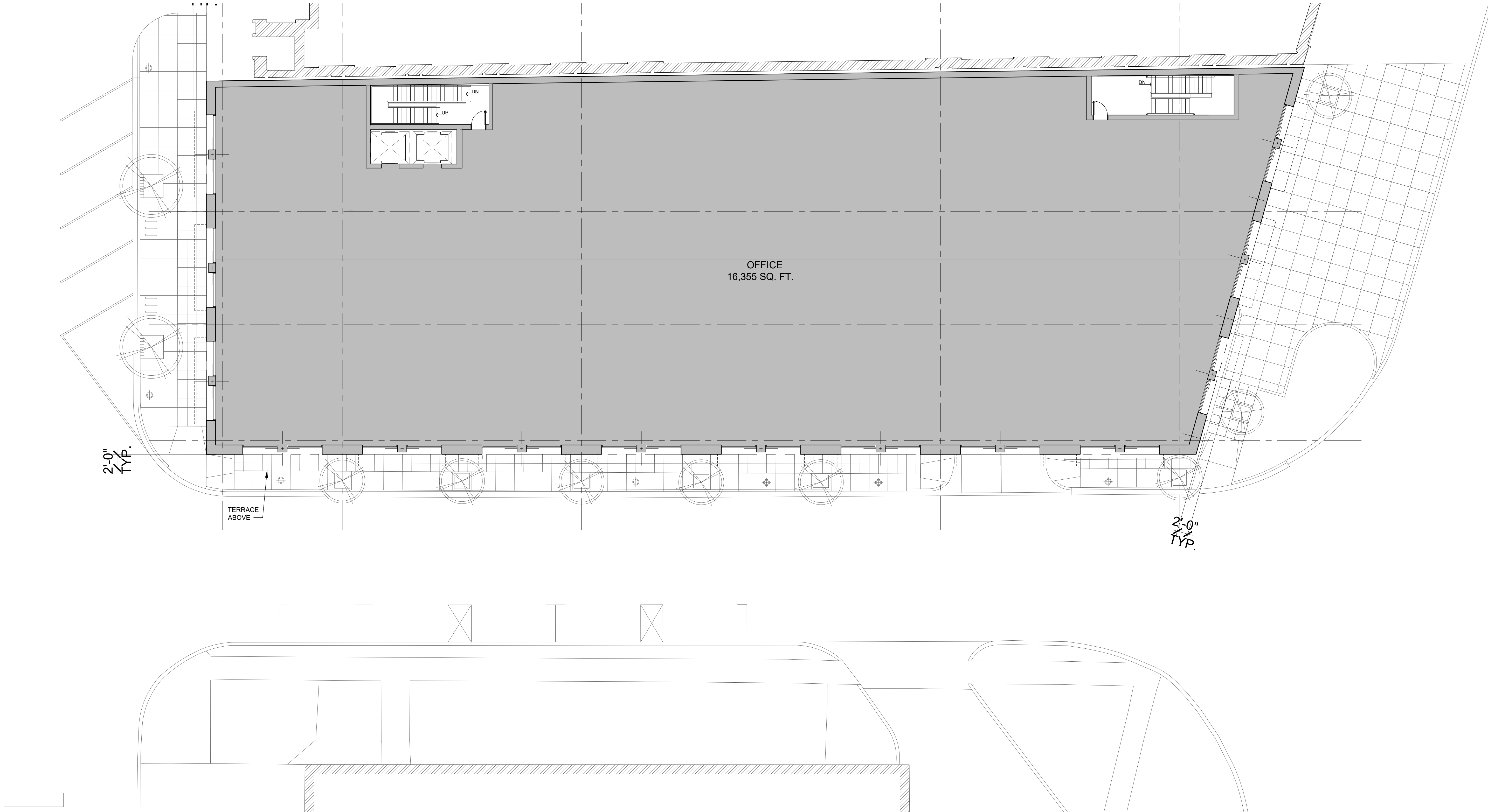


MAIN LEVEL	8,400 SQUARE FEET
MEZZANINE (OPTIONAL)	3,845 SQUARE FEET
	12,245 SQUARE FEET

FIRST FLOOR PLAN

0' 2' 4' 8' 16'

479 Old Woodward
Birmingham
Michigan 48009







MEMORANDUM

Planning Division

DATE: October 24th, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing to amend Article 1, Table B of the Sign Ordinance to add language to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade.

INTRODUCTION:

Article 1, Table B of the Sign Ordinance outlines various requirements for the different types of permitted business signs in the City. At present, the 'Maximum Height' for Projecting Signs (Wall Mounted) is "At the sign band and no less than 8 feet above grade."

At present, for a business seeking to install a projecting sign, the permitted location is determined by the location of the building's sign band. In Article 3.02 of the Sign Ordinance, 'Sign Band' is defined: "A horizontal band extending the full width of the building façade and located between the highest first floor windows and the cornice, or if there is more than one story, the highest first floor windows and the bottom of the second floor windows."

The Projecting Sign standards along with the definition of Sign Band means that the height of the first floor windows determines where these signs can be placed. Buildings with higher first floor ceilings and larger storefront windows –as several new developments have— are required to place signs higher than many older buildings with lower ceilings and smaller windows. Projecting signs are intended to be read by pedestrians standing on the sidewalk, however, when seeking to place these signs, some businesses must place their projecting sign at a height that makes it difficult or impossible for pedestrians to read from the sidewalk, or they must apply for a variance from the Board of Zoning Appeals.

BACKGROUND:

On August 17th, 2022 ([Agenda – Minutes](#)), the Design Review Board reviewed proposed ordinance amendments to Article 1, Table B of the Sign Ordinance to allow projecting signs to be located no higher than the sign band and no lower than 8 ft. above grade.

On September 21st, 2022 ([Agenda – Minutes](#)), the Design Review Board held a public hearing for the proposed ordinance amendments and moved to recommend approval to the City Commission.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on November 28th, 2022.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of November 28th, 2022 to consider ordinance amendments to Article 1, Table B of the Sign Ordinance to add language to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade.

ATTACHMENTS:

Please see the following attached documents:

- Proposed Ordinance Language

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of November 28th, 2022 to consider ordinance amendments to Article 1, Table B of the Sign Ordinance to add language to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 1, TABLE B, PERMANENT BUSINESS SIGN STANDARDS, TO AMEND THE PROJECTING SIGNS (WALL MOUNTED) MAXIMUM HEIGHT STANDARDS TO ADD LANGUAGE TO PERMIT PROJECTING SIGNS TO BE LOCATED NO HIGHER THAN THE SIGN BAND AND NO LESS THAN 8 FT. ABOVE GRADE.

TABLE B: PERMANENT BUSINESS SIGN STANDARDS					
Type of Sign	Permit Required	Maximum Area	Maximum Height	Illumination (see also Section 1.03)	Maximum Number
Projecting Signs (Wall Mounted)	Yes	7.5 square feet per side. 15 square feet total.	At the sign band and no less than 8 feet above grade. No higher than the sign band and no less than 8 feet above grade.	Permitted.	Not within 20 ft. of any other projecting sign; this shall not deny any place of business at least one projecting sign.

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



MEMORANDUM

Birmingham Shopping District

DATE: October 14, 2022

TO: Thomas M. Markus, City Manager

FROM: Jana L. Ecker, Interim Executive Director, Birmingham Shopping District

SUBJECT: Public Hearing of Necessity for BSD Special Assessment District

INTRODUCTION:

The four-year special assessment for the Birmingham Shopping District ("BSD") is in its final year and will require renewal for continuation of the district.

BACKGROUND:

The BSD was established in 1993 to manage downtown Birmingham. The mission of the BSD is to "strive to provide leadership in marketing, advertising and promotion of the Birmingham Shopping District. The BSD actively works to promote a district that is attractive, clean, safe and pedestrian-friendly and ensure that the district continues to serve as a center for business, service, social and community activities." For almost 30 years the BSD has assisted property and business owners, organized downtown events, promoted retail and economic development, provided advertising and marketing services, and managed maintenance and beautification projects downtown. The efforts of the BSD have helped to make Birmingham one of the most vibrant and prosperous downtowns in the state.

The BSD is currently requesting a renewal of the Birmingham Shopping District Special Assessment for a four year period, with a small proposed rate increase in District 1 of the BSD of \$0.059 for the first floor of all commercial buildings, and a \$0.042 for all other floors, as well as a proportional increase in the rates for District 1A. The BSD assessment is the BSD's primary funding source. First floor assessment rates have remained unchanged since 2008.

On August 24, 2022, the BSD's Executive Committee met and discussed the upcoming special assessment renewal request and the BSD's funding obligations and planned projects over the next four years. Initially, the Executive Committee recommended that the BSD board request a 4 year renewal of the BSD special assessment, with the rates to remain the same for the first two years of the next term, and then increase by \$0.05/square foot in the third year of the term.

At the BSD board meeting on September 1, 2022, the entire board discussed the renewal of the four year special assessment, and agreed that a four year term should be recommended to the City Commission. Board members discussed various rate proposals. After much discussion, the board requested that the BSD rate proposals be discussed at the upcoming committee meetings to allow for additional input.

On September 9, 2022, the Special Events Committee met and recommended approving a \$0.05 cent rate increase for first floors in District 1 of the BSD area, beginning in 2023.

Due to a lack of quorum, there was no Marketing and Advertising Committee meeting held in September.

On September 29, 2022, the Executive Committee met and discussed numerous rate proposals for the BSD Special Assessment renewal. Ultimately, the Executive Committee reached consensus to recommend that the expenditure estimates used in the financial analysis be revised to include rising costs due to inflation, supply issues, a difficult employment market and similar factors. In addition, the committee asked that the special assessment rate be determined based on the adjusted expenditure figures, with a goal of maintaining a \$550,000 fund balance at the end of the four year term.

Based on the recommendation of the Executive Committee, the City's Finance Department has adjusted the proposed expenditures for inflation, and calculated the rate increase needed to achieve the goal of a \$550,000 fund balance at the end of the term. The resulting recommended increase for the BSD Special Assessment rate includes a \$0.059 increase for the first floor of all commercial buildings within District 1 of the BSD, and a \$0.042 increase for upper floors.

On October 4, 2022, the Business Development Committee met and discussed numerous rate proposals for the BSD Special Assessment renewal, including the latest proposal prepared in response to the Executive Committee's direction. Committee members requested that District 1A data be included in the breakdown provided in the proposal presentation and inquired as to how inflation figures were estimated. The committee passed a motion to recommend the proposed BSD assessment renewal plan, with requested adjustments, to the BSD Board at the October meeting.

At the October 6, 2022 BSD Board meeting, the BSD board passed a motion to recommend renewal of the Birmingham Shopping District Special Assessment for a four year period, with a proposed rate increase in District 1 of the BSD of \$0.059 for the first floor of all commercial buildings, and a \$0.042 for all other floors. Further, to recommend the proportional increase of rates in District 1A of the BSD. It is important to note that the first floor assessment rates in the BSD have remained unchanged since 2008, despite rising costs over the past 14 years. The assessment rates in the BSD for upper floors have not been increased since 2018.

LEGAL REVIEW:

Chapter 94, Special Assessments, of the Birmingham City Code outlines the process by which a special assessment is to be conducted in the City of Birmingham. The BSD special assessment will follow the prescribed City Code procedure. Legal counsel provided guidance to the BSD board during its evaluation of the assessment rate proposal.

FISCAL IMPACT:

The BSD assessment is the BSD's primary funding source. The special assessment applies only to commercial square footage within District 1 and 1A of the BSD, as shown on the attached map.

PUBLIC COMMUNICATIONS:

Public meetings discussing the renewal of the four year special assessment for the BSD have been conducted by the BSD Board, the Executive Committee, Special Events Committee and the Business Development Committee over the past two months, and the public was invited to comment. Prior to the public hearings of necessity and confirmation of the roll, notices have gone out to all property owners within the district via first class mail to allow for public comment at the hearings. Newspaper ads were also placed in a newspaper of local circulation prior to each of the proposed public hearings at the City Commission.

SUMMARY:

The City Commission is now asked to make a determination of necessity of the Birmingham Shopping District Special Assessment for a four-year period. The BSD is requesting a small rate increase for a four year period, based on a thorough budget analysis that studied the BSD's funding obligations and upcoming projects over the next four years, and considered the current rate of inflation and rising costs. The first floor rates have remained flat since 2008, and the upper floors since 2018.

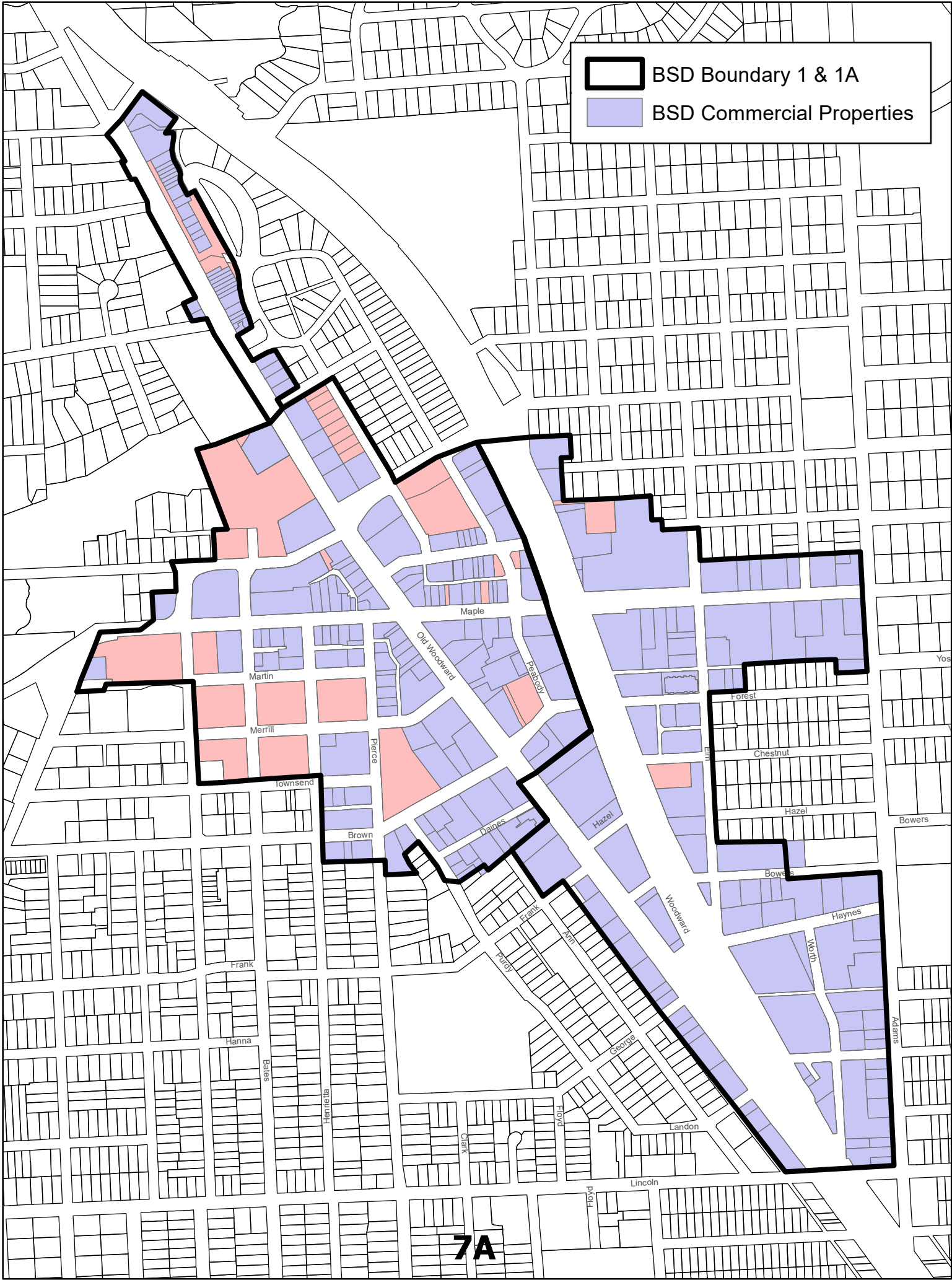
ATTACHMENTS:

- BSD Year in Review 2020 and 2021
- BSD District Map
- Proposed rate grid

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits that will be derived for the properties within such assessment district. The City Commission further directs the Manager and City staff to follow all the prescribed requirements and steps detailed in City Code Chapter 94 for Special Assessments. The Special Assessment District shall include all properties within the Birmingham Shopping Districts 1 and 1A (see attached map).

And, the City Commission will meet on Monday, November 14, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for the Birmingham Shopping District Special Assessment for properties within the Birmingham Shopping Districts 1 and 1A.



BSD Boundary 1 & 1A

BSD Commercial Properties

Birmingham Shopping District 2020 Year in Review



Birmingham Shopping District
151 Martin St. Birmingham, MI 48009
248-530-1200
www.allinbirmingham.com
info@allinbirmingham.com



Benefits and Services

Established in 1992 under Public Act 146, the mission of the Birmingham Shopping District (BSD) is to “strive to provide leadership in marketing, advertising and promotion of the Birmingham Shopping District. The BSD actively works to promote a district that is attractive, clean, safe and pedestrian-friendly and ensure that the district continues to serve as a center for business, service, social and community activities.” To this end, the BSD provides many programs and services that assist businesses, property owners and the entire business district.

In 2020, downtown Birmingham, like many other businesses and communities, faced the challenges of the COVID-19 pandemic. The BSD jumped into action allocating approximately \$500,000 to COVID-19 emergency relief initiatives and programs to support downtown businesses. These initiatives included purchasing PPE for downtown businesses, offering Quarantine Cash and Birmingham Bucks to incentivize customers to shop and dine downtown, and safely continuing events, where possible, such as a drive-through Farmers Market to keep vendors in business while safely serving residents. Our organization continued to promote downtown retailers and restaurants in numerous marketing campaigns throughout the year and the team worked actively behind the scenes to attract new businesses to Birmingham. Last, the BSD continued to beautify the city with projects such as the gorgeous hanging flower baskets and holiday lighting in downtown. All of these initiatives and services provided by the BSD are with the goal of helping property owners and downtown businesses in the district thrive and succeed. The following report highlights the Birmingham Shopping District's efforts in 2020 in four main areas of operation: Marketing and Advertising, Special Events, Business Development, and Maintenance and Capital Improvement. As we continue to navigate the pandemic into 2021, the BSD remains committed to helping downtown Birmingham, its property owners, and the businesses prosper in 2021 and beyond.

COVID-19 Small Business Relief Efforts:

Assisted in distribution of \$3M in small biz grants * \$50,000 in “Quarantine Cash” distributed
\$50,000 in “Bham Bucks” distributed * Crowdfunding campaign for businesses (\$16,000 raised)
“We Are Birmingham” marketing campaign * Expanded outdoor dining * Outdoor exercise
classes * “Buy and Fly” 5-minute parking * Free downtown parking * Nat’l speakers

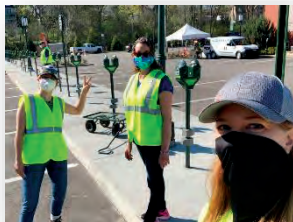
Marketing and Advertising:



- 10,800 **Facebook** & 4,200 **Instagram** followers
- Published 2 magazine inserts in SEEN Magazine (Fall Fashion and BSD holiday gift guide)
- Live TV appearances promoting downtown retailers and restaurants i.e. Channel 4 “Live in the D”
- Over 200,000 broadcast & on-demand cable TV commercials aired on Ch. 7, Ch. 4, Ch. 2, Gas TV, WWJ, iHeart radio, Spotify, Roku, Amazon Fire, Apple TV, NPR, Comcast, 95.5, 96.3, 97.1, 99.5, 100.3
- 87 newspaper & magazine ads
- Manages www.AllinBirmingham.com
- 17 marketing campaigns throughout year
- Radio ads, billboards, signs, posters, and more...



Special Events:



- **Farmers Market** – converted to drive-through market with 8100 vehicles and 25 vendors throughout the whole season
- **Back to Birmingham – 7-day Sidewalk Sale** – Thousands of Metro Detroit shoppers
- **Restaurant Week** - 25 restaurants participated
- **Holiday Shopping Season** – “The Great Decorate” (30

businesses decorated trees with donations going to Michigan foster teens aging out of the foster system), socially distanced visits at Santa House, **FREE** parking, live reindeer, digital scavenger hunt in downtown, hot chocolate, roasted chestnuts and other treats provided free to weekend shoppers, Small Biz Saturday



Maintenance and Capital Improvements:

- 200 hanging flower baskets and planters throughout BSD
- Every snowfall, snow removal performed on 10



miles of sidewalks

- 400+ downtown trees decorated with 800,000+ holiday lights
- Power wash sidewalks
- BSD board member serves on Advisory Parking Board



Business Development:

96% retail occupancy | 88% office occupancy

Welcomed the following new businesses: Johnny Was, Paint Nail Bar, Sidecar/Slice/Shift Restaurants, The French Lady, Sorrentia's Salon, Woodward Standard Print House, Seven Daughters, Urban Wick Candle Bar, VIGA, ABC Vintage, Bakehouse46, Planthropie, The Colore Room, Essential Nail Bar.



Leased spaces preparing to

open: James & Bloom, Clean Juice, Perch 313, Birmingham Pub, Birmingham Bridal, Fruition Acai & Juice Bar, David Abraham Custom Clothiers, The Lash Lounge, DiMaggio Fine Art & Jewelry

- Hired professional speakers & trainers i.e. The Retail Dr.
- Attended virtual conferences i.e. International Conference of Shopping Center conventions to recruit retailers
- Hosted virtual annual property owner and real estate broker summit
- Retained retail recruiter to attract new stores to downtown

BIRMINGHAM
The Shopping District

YEAR IN REVIEW



2021

WHAT IS THE BIRMINGHAM SHOPPING DISTRICT?

The Birmingham Shopping District was established in 1993 to manage downtown Birmingham. This includes organizing downtown events, promoting economic development, advertising and marketing the district, and performing general maintenance in the downtown.

For almost 29 years, the BSD has continued to help make downtown Birmingham one of the most prestigious and prosperous downtowns Michigan.

Birmingham Shopping District also promotes its events and activities to the public both in the form of paid media advertisements and press coverage. This year has brought many opportunities for media attention to promote the Birmingham community to new audiences and reinforce its sterling reputation to the surrounding neighborhoods.

The BSD successfully completed the RFP process to select Seen Media to produce a series of promotional videos. The BSD successfully promoted Spring and Fall Fashion videos, a Birmingham Holiday Shopping video, and a video promoting Restaurant Week. These were promoted on television as well as 'boosted' online through social media platforms. Recently the BSD has been promoted on WXYZ for Small Business Saturday and on 'Live in the D' on WDIV to promote holiday shopping, which was filmed at the Townsend Hotel.

The goals of the BSD are to develop a coherent brand for downtown and develop a general downtown advertising campaign that can be promoted to new markets in the region, thereby stimulating demand for the goods, services, and experiences that Birmingham businesses have to offer.

Capital Improvements

The BSD continues to maintain high standards in the downtown area regarding maintenance and improvements. The BSD executed a new contract with a company to provide snow removal in the district, including clearing paths on the sidewalk and the bump out curbs. Additionally, the city executed a new contract with a company to provide power washing services for the sidewalks in the warmer months. The BSD worked with the city's Department of Public Services to clean the sidewalks throughout the downtown in late June/early July.

The BSD continues to fund the placement of hanging flower baskets throughout the downtown, as well as the placement and arrangement of decorative flower planters. Finally, the BSD shares in the costs of the purchase and installation of decorative holiday lighting throughout the Shopping District.



Advertising and Marketing

One of the primary functions of the Birmingham Shopping District is to enhance the marketing efforts and promote the goods, services, experience, and places, in downtown. The

SPECIAL EVENTS

The pandemic presented major challenges for special events this year. The need for social distancing and avoiding crowds to safeguard the public health presented challenges for the successful execution of events. Many events were canceled out of caution. Regardless, the BSD successfully adapted the format of other events to protect the public health.

Restaurant Week

Due to covid, customers were still encouraged to engage with their favorite dining spots by placing orders for carry-out and curbside delivery. The BSD also gave out more than \$40,000 in Birmingham Bucks to encourage consumer spending at local restaurants. This provided a much-needed lifeline to small businesses.

Movie Nights

With covid, staff successfully adapted the outdoor movie nights to a drive-in model to ensure social distancing. The events brought many families to enjoy outdoor films such as The Little Mermaid at the drive-in held at Seaholm Elementary, Elf, and Cars in Boothe Park.

Day on the Town

Day on the Town is the largest outdoor retail event of the year. 2021 set a record of more than 80 stores participating in the event.



Birmingham Cruise

This event brought many visitors to experience the GM-sponsored display area and a car show which featured more than 65 classic cars. To protect the public health, the city and the BSD worked to reduce the size of the event footprint, encourage social distancing, and encourage mask wearing. The BSD created Birmingham Cruise-themed masks to encourage compliance.

Farmers Market

The Farmers Market celebrated another successful year of showcasing local produce vendors and unique craft vendors.

Small Business Saturday and Santa Walk

Small business Saturday is one of the most important holidays in any downtown! There were free activities, including the Santa Walk, visits with Santa, carriage rides, hot chocolate, and a scavenger hunt. Parking was free in structures.

Winter Markt and Holiday Tree Lighting

This event featured displays from local artists, European cuisine, ice sculptures, entertainment, visits with Santa, carriage rides, children's activities and more. The holiday tree lighting celebration took place on Friday, December 3, at 6:00 p.m.

Economic Development

Downtown Birmingham is experiencing extraordinary new business growth in various industries including retail, restaurant, service and more. Birmingham has maintained a steady and high retail occupancy rate and remained a popular destination for new businesses. The walkable and vibrant public spaces, continuous infrastructure investments, and co-tenancy opportunities are only a few factors contributing to the attraction of new and retention of current businesses downtown.

In 2021, the City of Birmingham approved 31 new business license applications, up from 26 in 2020 and 20 in 2019. In 2021, 23 of the 31 business license applications were from businesses within the boundaries of the Birmingham Shopping District. In 2021 alone, more than 30,000 square feet of retail space was activated inside the Shopping District. This does not include the 159,000 square feet of the Daxton Hotel, which opened in April, 2021 at the corner of Brown Street and South Old Woodward.

The creation of a distinct sense of place further contributes to Birmingham's appeal as an ideal marketplace to shoppers and business owners alike. The Birmingham Shopping District is economically resilient and conducive to local business growth. The BSD also manages robust attraction and retention efforts.

Birmingham Shopping District continues to solidify its position as a premier destination for shopping, dining and events, not only for the surrounding communities, but also the wider region. The newly built Daxton Hotel, part of the luxury brand Aparium Hotel Group, opened this spring, and has served as one of the largest developments along South Old Woodward Avenue.

International retailer Restoration Hardware is expected to break ground on a new RH Gallery, the brand's exclusive

4-story concept with rooftop restaurant and other experiential features, adjacent to the new hotel's location.

"A rich urban mix of dining, culture and recreation is essential to attracting and retaining the next generation of knowledge workers,"

Sam Surnow, Surnow Company

"Birmingham is a vibrant downtown area with great foot traffic and a perfect customer base for our brand,"

**Steven Fisher,
owner of State and Liberty**

New Businesses in Town:

Craig Ryan Fine Clothiers opened last winter.

National menswear retailer State & Liberty, opened its second Michigan location.

The Great Eros, a women's luxury apparel brand with locations in New York, also opened.

Evereve expanded.

Popular Mandy Rose Makeup salon opened its second location.

The new mixed-use development at 277 Pierce, expected to be complete early next year.

The Birmingham Pub and Sushi Japan began serving customers late-summer.

Mare Mediterranean opened on Willits Street.

Bakehouse 46 will be relocating to 250 West Maple Road in downtown Birmingham in 2022.

Paris Baguette, the first location in Michigan, is expected to go into 183 N. Old Woodward Ave.

In July, OneStream Software announced it would be relocating part of its operations to 191 North Chester Street in downtown Birmingham, investing between 2 and 3 million dollars into the redevelopment that is expected to house about 100 workers.

	District 1		District 1A	
YEAR	1 st Story	2 nd Story	1 st Story	2 nd Story
2022 (Current)	\$.494 (49.4 cents/sq. ft)	\$.346 (34.6 cents/sq. ft.)	\$.247 (24.7 cents/sq. ft.)	\$.194 (19.4 cents/sq. ft.)
2023	\$.553 (55.3 cents/sq. ft)	\$.388 (38.8 cents/sq. ft.)	\$.277 (27.7 cents/sq. ft.)	\$.194 (19.4 cents/sq. ft.)
2024	\$.553 (55.3 cents/sq. ft)	\$.388 (38.8 cents/sq. ft.)	\$.277 (27.7 cents/sq. ft.)	\$.194 (19.4 cents/sq. ft.)
2025	\$.553 (55.3 cents/sq. ft)	\$.388 (38.8 cents/sq. ft.)	\$.277 (27.7 cents/sq. ft.)	\$.194 (19.4 cents/sq. ft.)
2026	\$.553 (55.3 cents/sq. ft)	\$.388 (38.8 cents/sq. ft.)	\$.277 (27.7 cents/sq. ft.)	\$.194 (19.4 cents/sq. ft.)

For Example:

A 1,000 square foot first floor space in District 1 would currently pay \$494 per year for the BSD Special Assessment.

With the proposed increase, the same 1,000 square foot first floor space in District 1 would pay \$553 per year in 2023 – 2026 for the BSD Special Assessment.



MEMORANDUM

Planning Division

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 100 Townsend – Townsend Hotel – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit Amendment application to transfer ownership of the Townsend Hotel from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC. The transfer of ownership does not include any interior or exterior renovations.

BACKGROUND:

There is no background for this agenda item.

LEGAL REVIEW:

The City Attorney has reviewed this request and resolution and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Amendment reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the October 24, 2022 public hearing at the City Commission, and notices were sent out to all property owners and tenants within 300 ft. of the property.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit Amendment application for 100 Townsend – Townsend Hotel – to approve the transfer of ownership of the Townsend Hotel from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Application & Supporting Documents

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a Special Land Use Permit Amendment for 100 Townsend – Townsend Hotel – to allow the transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC; and further to to direct the Mayor and City Clerk to sign the Special Land Use Permit agreement on behalf of the City.

Townsend Hotel
100 Townsend
Special Land Use Permit 2022

WHEREAS, A Special Land Use Permit application Amendment was filed in September 2022 for approval of a transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the north side of Townsend, east of Henrietta and west of Pierce;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic beverages for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission;

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to premises or the operations of the Townsend Hotel;

WHEREAS, The Birmingham City Commission has reviewed the Townsend Hotel'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 the Townsend Hotel's application for a Special Land Use Permit Amendment at 100 Townsend is hereby approved;

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

1. The Townsend Hotel shall abide by all provisions of the Birmingham City Code; and
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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, the Townsend Hotel 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 the Townsend Hotel to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE IT FURTHER RESOLVED that the Townsend Hotel is recommended for the transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 24, 2022.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT FOR 100 TOWNSEND – TOWNSEND HOTEL

This Contract is entered into this ____ day of _____, 2022 by and between BHIP TOWNSEND HOTEL, LLC, whose address is 40600 ANN ARBOR RD., STE. 201 PLYMOUTH, MI 48170, (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

RECITALS:

WHEREAS, the owners of the Townsend Hotel, THC Investors Limited Partnership, have an existing Special Land Use Permit, that permits alcoholic beverage sales for on premise consumption at the Townsend Hotel; and,

WHEREAS, THC Investors Limited Partnership have or will be transferring ownership in the Townsend Hotel to new ownership, BHIP Townsend Hotel, LLC (Licensee); and,

WHEREAS, a Special Land Use Permit Amendment Application was filed in September 2022 for approval for the transfer of ownership of the Townsend Hotel from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC., with no interior or exterior changes; and,

WHEREAS, the land for which the Special Land Use Permit Agreement is sought is located on the north side of Townsend, east of Henrietta and west of Pierce; and,

WHEREAS, the land is zoned B4 which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit; and

WHEREAS, Article 7, Section 7.34 of Chapter 126 Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission for the proposed Special Land Use; and,

WHEREAS, Chapter 10 of the City Code requires the approval of the Birmingham City Commission to transfer a Special Land Use Permit and license for consumption of intoxicating liquor on premises; and,

WHEREAS, the City of Birmingham Commission desires to approve this agreement to authorize the Special Land Use Permit Amendment Application to grant a contract for the transfer of the Special Land Use Permit to the new owner of the Townsend Hotel, BHIP TOWNSEND HOTEL, LLC for the continuance of an on-premises license, Special Land Use Permit under the same terms and conditions of the existing Special Land Use Permit and pursuant to the terms of this Agreement, subject to final inspection.

NOW, THEREFORE, the parties agree as follows:

1. The City of Birmingham approves of the transfer of the Special Land Use Permit and license for consumption of intoxicating liquor on premises, for the Townsend Hotel, from THC Investors Limited to the new ownership, BHIP Townsend Hotel, LLC, (Licensee) under the same terms and conditions of the existing Special Land Use Permit and pursuant to the terms of this

Agreement, subject to final inspection.

2. Licensee shall continue to be granted a liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location or another owner in the CITY OF BIRMINGHAM shall require the approval of the Birmingham City Commission.

3. Licensee further agrees 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 this contract entitling the City to exercise any or all of the remedies provided herein.

4. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc. In addition, any expansion, of the Property shall also require the approval of the Birmingham City Commission.

5. Licensee further acknowledges that outdoor dining is permitted with a valid Outdoor Dining Permit.

6. 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.

7. 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.

8. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

9. Licensee agrees that its failure to follow any of the provisions herein may 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 establishment. 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.

10. 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 an establishment at the Property.

11. 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.

12. 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.

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

14. 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.

15. The City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

a. The Licensee shall abide by all provisions of the Birmingham City Code; and

b. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

16. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

17. Except as herein specifically provided, the Licensee 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 Licensee to comply

with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

18. 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.

BHIP TOWNSEND HOTEL, LLC (Licensee)

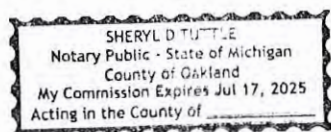
By: Sheldon Yellen
Its: Manager / member

Date: 10/20/22

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 20th day of October, 2022, before me personally appeared Sheldon Yellen who acknowledged that with authority on behalf of BHIP Townsend to do so he/she signed this Agreement.

Sheryl D. Tuttle
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 7-17-2025



CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Nicholas Dupuis, Planning Director
(Approved as to substance)

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



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP

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

OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A.
TOMASIK

September 14, 2022

Nicholas J. Dupuis
Planning Director
City of Birmingham
151 Martin Street
Birmingham, MI

Re: The Townsend Hotel Change of Ownership/Amendment to Special Land Use Permit

Dear Mr. Dupuis:

Our firm represents BHIP Townsend Hotel, LLC ("BHIP"). BHIP is purchasing the Townsend Hotel. Therefore, we are requesting the current Special Land Use Permit be amended as to the ownership of the Hotel, only.

There will be no changes to the site plan, layout or concept of the Townsend Hotel.

Enclosed are the following:

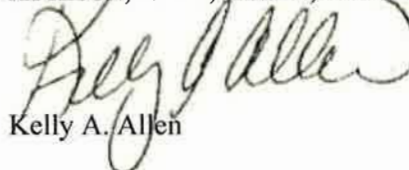
1. Special Land Use Permit Application;
2. Approved site plan;
3. Letter of Consent from current property owner, David Sillman; and
4. Check in the amount of \$200.00.

We are also filing the required application with the Police Department today. Please let me know if you require anything further.

Thank you for your assistance.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

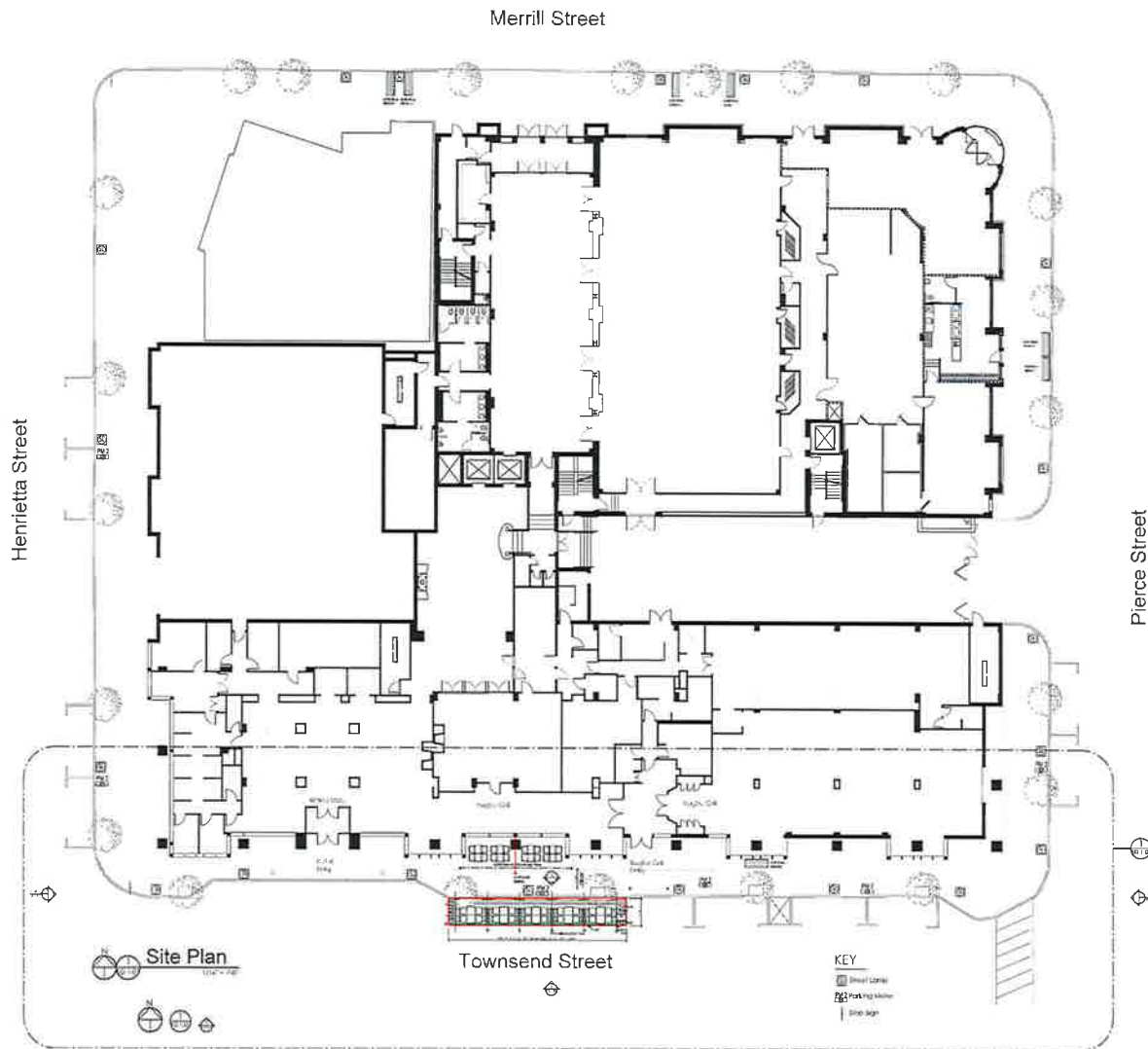


Kelly A. Allen

/kaa

sheet number:
SD-1.00

RENDERING - View From Southwest



L/Z/G
Architects

Luckenbach/Ziegelman/Gardner
Architects
6651 Old Woodward Ave. Suite 27L
Birmingham, Michigan 48207

email: luckenbach@lzaglobal.net
phone: 248.442.3990

issue: OWNER REVIEW
date: December 21, 2021

Site Plan,
Location Map,
& Site Info

project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designer:
l/z/g
architectural firm
checked: approved

project number:
018-2021

sheet number:
SD-1.01



South Elevation
Outdoor Dining

50' O.A. Length
Note: Outdoor Seating Area = 20% of Townsend Hotel Frontage

Key

- KS 10'x10'x10' Kiosk
- PA 12'x12'x12' Planter
- PLANTER LATTICE FOR PLANT CLIMBING
- 36" HIGH ARBOR AT MIDDLE OF PLANTER TO HELP DEFINE THE DINING AREA AND PROVIDE PRIVACY
- ST 24" x 30" Service Station
- TL TABLE TYPE 1 24" x 36" x 25" H
- CR GUARD RAIL 36" HIGH MAX STEEL RAIL - DESIGN TO MATCH EXISTING
- PT1 2X4 ALUM POST FOR AWNING STRUCTURE
- WM EXISTING PARKING METER
- SL EXISTING STREET LAMP



North Elevation
Outdoor Dining
(View from Sidewalk Side)

50'-0" O.A. Length

STEEL GUARD RAIL TO MATCH EXISTING GUARD RAIL DESIGN SEE SHEET SD-1.02



Partial East Elevation
Outdoor Dining



Partial West Elevation
Outdoor Dining

HDC - SLUP REVIEW

L/ZIG
Architects

Luckenbach/Ziegelman/Gardner

555 S. Old Woodward Ave., Suite 271
Birmingham, Michigan 35209

email: zach@orch18.com
phone: 248.647.3190

Issue: REVIEW Date: December 21, 2021

Sheet 001

Elevations

PROJECT:

THE TOWNSEND HOTEL

Rugby Grill

Exterior Dining

PROJECT ADDRESS:

100 Townsend Street

Birmingham, Michigan

DATE:

DATE PREPARED:

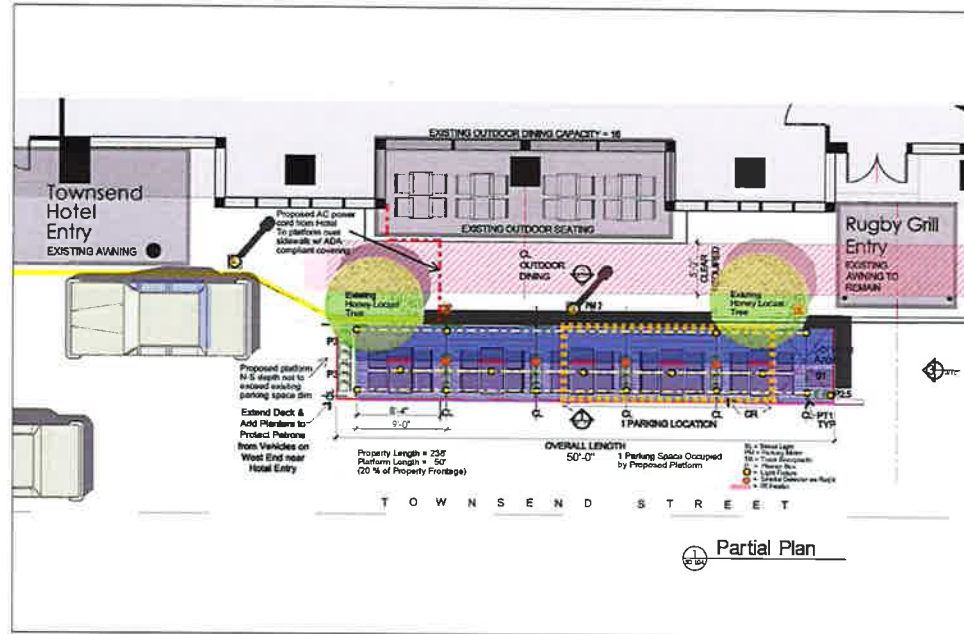
DATE:

PROJECT NUMBER:

018-2021

SHEET NUMBER:

SD-1.03



HDC - SLUP REVIEW

Plan Detail & South Elevation

THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

100 Townsend Street
Birmingham, Michigan

desired _____
 given _____
 condition checked _____
 checked _____ approved _____

project number:
018-2021

sheet number:
SD-1.04



September 14, 2022

Nicholas J. Dupuis
Planning Director
City of Birmingham
151 Martin Street
Birmingham, MI 48009

RE: The Townsend Hotel
100 Townsend Street
Special Land Use Amendment

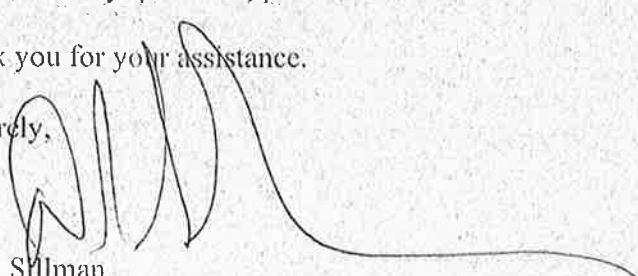
Dear Mr. Dupuis:

As the representative of the current owner of the Townsend Hotel, I consent to the BHIP Townsend Hotel, LLC's request to amend the special land use permit. BHIP is purchasing the Townsend Hotel. There will be no changes to the approved site plan or special land use permit. Only the ownership is changing.

If you have any questions, please call me.

Thank you for your assistance.

Sincerely,



David Sillman
Vice President GP Townsend, Inc.
General Partner
THC Investors Limited Partnership



Special Land Use Permit Application

Planning Division

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

1. Applicant

Name: BHIP Townsend Hotel, LLC
Address: 100 Townsend Street
Birmingham, MI 48009
Phone Number: 248-642-7900
Fax Number: _____
Email address: John Woods (john.woods@us.belfor.com)

2. Property Owner

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

3. Applicant's Attorney/Contact Person

Name: Kelly A. Allen, Adkison, Need, Allen & Rentrop PLLC
Address: 39572 Woodward, Suite 200
Bloomfield Hills, MI 48304
Phone Number: 248-540-7400
Fax Number: 248-540-7401
Email address: kallen@anafirm.com

4. Project Designer/Developer

Name: None
Address: _____
Phone Number: _____
Fax Number: _____
Email address: _____

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
- i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A certified Land Survey;
 - iv. Interior floor plans;

- v. A Landscape Plan;
 - vi. A Photometric Plan;
 - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 100 Townsend
Name of development: The Townsend Hotel
Sidwell #: 19-38-134-008
Current Use: Hotel
Proposed Use: _____
Area of Site in Acres: 1.02
Current zoning: B-4
Is the property located in the floodplain? no
Name of Historic District Site is located in: _____
Date of Historic District Commission Approval: _____
Date of Application for Preliminary Site Plan: on file
Date of Preliminary Site Plan Approval: on file

Date of Application for Final Site Plan: on file
Date of Final Site Plan Approval: on file
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: on file
Date of SLUP Approval: _____
Date of Last SLUP Amendment: 2022 for Outdoor Dining Deck
Will proposed project require the division of platted lots? no
Will proposed project require the combination of platted lots? no

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

No changes to existing approved site plan and special land use permit.

8. Buildings and Structures

Number of Buildings on Site: EXISTING

Height of Buildings & # of Stories: NO CHANGE

Use of Buildings: HOTEL & RESTAURANT (USE GROUP B)

Height of Rooftop Mechanical Equipment: NA

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: EXISTING

Number of square feet per upper floor:

Total floor area:

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

Open space:

Percent of open space:

Office Space:

Retail Space:

Industrial Space:

Assembly Space:

Seating Capacity:

Maximum Occupancy Load:

Proposed Residential Structures:

Total number of units: NONE

Number of one bedroom units:

Number of two bedroom units:

Number of three bedroom units:

Open space:

Percent of open space:

Rental units or condominiums?

Size of one bedroom units:

Size of two bedroom units:

Size of three bedroom units:

Seating Capacity:

Maximum Occupancy Load:

Proposed Additions:

Total basement floor area, if any, of addition: NONE

Number of floors to be added:

Square footage added per floor:

Total building floor area (including addition):

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

Open Space:

Percent of open space:

Use of addition:

Height of addition:

Office space in addition:

Retail space in addition:

Industrial space in addition:

Assembly space in addition:

Maximum building occupancy load (including addition):

10. Required and Proposed Setbacks

Required front setback: ON FILE

Required rear setback:

Required total side setback:

Side setback:

Proposed front setback:

Proposed rear setback

Proposed total side setback:

Second side setback:

11. Required and Proposed Parking

Required number of parking spaces: ON FILE

Typical angle of parking spaces:

Typical width of maneuvering lanes:

Location of parking on site:

Location of parking off site:

Number of light standards in parking area:

Screenwall material:

Proposed number of parking spaces:

Typical size of parking spaces:

Number of spaces <180 sq. ft.:

Number of handicap spaces:

Shared parking agreement?

Height of light standards in parking area:

Height of screenwall:

12. Landscaping

Location of landscape areas: ON FILE

Proposed landscape material: _____

13. Streetscape

Sidewalk width: NO CHANGE
Number of benches: _____
Number of planters: _____
Number of existing street trees: _____
Number of proposed street trees: _____
Streetscape plan submitted? _____

Description of benches or planters: _____
Species of existing trees: _____
Species of proposed trees: _____

14. Loading

Required number of loading spaces: ON FILE
Typical angle of loading spaces: _____
Screenwall material: _____
Location of loading spaces on site: _____

Proposed number of loading spaces: NO CHANGES TO EXISTING
Typical size of loading spaces: _____
Height of screenwall: _____
Typical time loading spaces are used: _____

15. Exterior Waste Receptacles

Required number of waste receptacles: NO CHANGE
Location of waste receptacles: _____
Screenwall material: _____

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

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: ON FILE
Size of transformers (L•W•H): _____
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: NO CHANGES

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: NA
Size of ground mounted units (L•W•H): _____
Screenwall material: _____

Location of all ground mounted units: _____
Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: ON FILE / NA
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: _____

17. Accessory Buildings

Number of accessory buildings: _____
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

18. Building Lighting

Number of light standards on building: ON FILE

Type of light standards on building: NO CHANGES

Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Height from grade: _____
Proposed wattage per fixture: _____

19. Site Lighting

Number of light fixtures: 7 CITY STREET LIGHTS ALONG TOWNSEND NO CHANGE
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Type of light fixtures: EXISTING / NO CHANGES PROPOSED
Height from grade: _____
Proposed wattage per fixture: _____
Holiday tree lighting receptacles: _____

20. Adjacent Properties

Number of properties within 200 ft.: ON FILE NO CHANGE

Property #1

Number of buildings on site: 1 - CITY OF BHAM CITY HALL
Zoning district: PP
Use type: MUNICIPAL CITY OFFICES BUILDING
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: CITY OFFICES / POLICE STATION

North, south, east or west of property? _____

Property #2

Number of buildings on site: 1 - PIERCE STREET PARKING STRUCTURE
Zoning district: PP/P
Use type: PARKING
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: CITY OWNED PARKING STRUCTURE

North, south, east or west of property? NORTH

Property #3

Number of buildings on site: 1 - MARGOT EUROPEAN SPA
Zoning district: B4/D2
Use type: BUSINESS
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: SPA

North, south, east or west of property? SOUTH

Property #4

Number of buildings on site: 1 - BELLA PIATTI
Zoning district: B4/D2
Use type: BUSINESS
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: RESTAURANT

North, south, east or west of property? SOUTH

Property #5

Number of buildings on site: 1 - ANTONIO SALON & SPA
Zoning district: B4/D2
Use type: BUSINESS
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: SALON & SPA

North, south, east or west of property? SOUTH

Property #6	1 - Private Residence - R8
Property #7	1 - Shain Park - PP/C
Property #8	1 - Chief Financial Credit Union - B4/D4
Property #9	1 - JP Morgan Private Bank - B4/D2

Residential	SOUTHWEST
Public Park	EAST
Business	NORTHWEST
Business	SOUTH

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: Sheldon Yellen Date: 9/4/2022

Print Name: Sheldon Yellen, Manager

Signature of Applicant: Sheldon Yellen Date: 9/4/2022

Print Name: Sheldon Yellen, Manager

Signature of Architect: _____ Date: 9/ / 2022

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



Notice Signs - Rental Application Community Development

1. Applicant

Name: BHIP Townsend Hotel, LLC
Address: 100 Townsend
Birmingham, MI 48009
Phone Number: 248-642-7900
Fax Number: _____
Email address: John Woods (john.woods@us.belfor.com)

Property Owner

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

2. Project Information

Address/Location of Property: Same
Name of Development: _____
Area in Acres: _____

Name of Historic District site is in, if any: _____
Current Use: _____
Current Zoning: _____

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: _____

Date: 09/14/2022

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed by: _____



MEMORANDUM

Planning Division

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing to amend Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.

INTRODUCTION:

Over the last several years, the City has been studying possible ordinance amendments to relax the City's window standards to promote energy efficiency while also achieving the goals of storefront activation that have helped make Birmingham a vibrant and walkable community.

BACKGROUND:

On November 13, 2019 ([Agenda](#) – [Minutes](#)), the Planning Board discussed the potential for ordinance amendments encompassing the Window Standards outlined in Article 3, Section 3.04(E) and Article 4, Section 4.90 of the Zoning Ordinance. The Planning Board directed City Staff to (1) research any possible differences in the Visual Light Transmittance (VLT) figures between different manufacturers and (2), research other cities to determine what VLT figures are used.

On January 8, 2020 ([Agenda](#) – [Minutes](#)), the Planning Board discussed the glazing ordinance amendments again, and expressed interest in hearing from additional professionals such as a mechanical engineer, a glass vendor or supplier, or a glass contractor or installer. At that time, the Planning Division was unable to find and secure any additional professionals or glass experts to add any new information to the conversation other than the professionals that were already involved up to that point.

On July 22, 2020 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed the proposed ordinance language alongside a glass professional from Guardian Glass, who offered expertise and clarity on the proposed amendments and what is available in the glass world, and what the effect is on energy codes. The Planning Board entertained ideas for including low iron glass to the definition and discussing other items such as shelving and merchandise in windows. Ultimately, the Planning Board directed City Staff to make a few minor changes including eliminating the bronze

requirement from Section 3.04 (E)(4), and adding low iron glass and no tint to the definition of clear glazing for final consideration before the public hearing.

On April 14, 2021 ([Agenda](#) – [Minutes](#)), the Planning Board moved to set a public hearing on May 12, 2021 to amend the glazing standards, which was rescheduled to June 9th, 2021 due to Eid al-Fitr.

On June 9, 2021 ([Agenda](#) – [Minutes](#)), the Planning Board moved to recommend approval to the City Commission amendments to Sections 3.04, 4.90 and 9.02 of the Zoning Ordinance to update the clarity requirements for storefront windows.

On July 26, 2021 ([Agenda](#) – [Minutes](#)), the City Commission held a public hearing to review the proposed ordinance amendments and ultimately took no action. Rather, the City Commission directed the Planning Board to re-review the proposed language to clarify whether the same or different standards would apply to the ground and upper floors of a building. In addition to the specific direction, there was discussion about window treatments and their effect on clear glazing.

On May 11, 2022 ([Agenda](#) – [Minutes](#)), the Planning Division provided amended language to reflect the comments made by the City Commission. In addition, the Planning Division revisited prior ordinance research into other communities for any precedent regarding window treatments.

On July 13, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board moved to set a public hearing for the proposed ordinance amendments and requested that that Planning Division remove the direct language regarding window treatments and to instead add a purpose and intent statement at the beginning of the Window Standards section.

On August 10, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board moved to recommend approval to the City Commission the amendments to Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the August 10, 2022 public hearing at the Planning Board. A second legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on October 24, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider ordinance amendments to Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.

ATTACHMENTS:

Please see the following attached documents:

- Proposed Ordinance Language

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance to amend Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.04, SPECIFIC STANDARDS, TO ADJUST THE ARCHITECTURAL STANDARDS TO REFLECT REVISED CLEAR GLAZING REQUIREMENTS

Article 3, Section 3.04 – Specific Standards

- A. ...
- B. ...
- C. ...
- D. ...
- E. Architectural standards. All buildings shall be subject to the following physical requirements:
 - 1. ...
 - 2. ...
 - 3. ...
 - 4. Storefronts shall be directly accessible from public sidewalks. Each storefront must have transparent areas, equal to 70% of its portion of the facade, between one and eight feet from the ground. The wood or metal armature (structural elements to support canopies or signage) of such storefronts shall be painted, ~~bronze~~, or powder-coated.
 - 5. Storefronts shall have mullion systems, with doorways and signage integrally designed. Mullion systems shall be painted, powder-coated, or stained.
 - 6. The glazed area of a facade above the first floor shall not exceed 35% of the total area, with each facade being calculated independently.
 - 7. Clear glazing is required on the ~~first floor~~ storefront/ground floor facade. ~~Lightly tinted glazing is permitted on upper floors only.~~ Windows shall not be blocked with opaque materials or the back of shelving units or signs.
 - 8. ...
 - 9. ...

ORDAINED this _____ day of _____, 2022 to become effective upon publication.

Therese Longe, Mayor

Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.09, COMMERCIAL/MIXED USE ARCHITECTURAL REQUIREMENTS, TO ADJUST THE WINDOW AND DOOR STANDARDS TO REFLECT REVISED CLEAR GLAZING REQUIREMENTS

Article 3, Section 3.09 – Commercial/Mixed Use Architectural Requirements

Mixed-use buildings that contain non-residential uses on the ground floor and residential in upper floors and all non-residential buildings shall meet the following architectural design requirements. It is not the intent of this section to regulate architectural style of buildings or limit creativity, but to ensure the necessary functional and design elements to create and foster a mixed-use, pedestrian-oriented environment are incorporated into all building designs. Buildings should respect the existing architectural style of the area while evolving a more “bold” approach towards contemporary design.

A. ...

B. Windows and Doors:

1. Storefront/Ground Floor. Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed and painted. No less than 70% of the storefront/ground floor façade between 1 and 8 feet above grade shall be clear glass panels and doorway. Glass areas on storefronts shall be clear glazing on the first floor. ~~Clear glazing or lightly tinted glazing is permitted on upper floors.~~ Mirrored glass is prohibited. Required window areas shall be either windows that allow views into retail space, working areas or lobbies, pedestrian entrances, or display windows set into the wall. Windows shall not be blocked with opaque materials or the back of shelving units or signs. The bottom of the window must be no more than 3 feet above the adjacent exterior grade.
2. Entranceway. The front entranceway shall be inset 3 feet from the front building wall.
3. Upper Stories. Openings above the first story shall be a maximum of 50% of the total façade area. Windows shall be vertical in proportion.

C. ...

ORDAINED this _____ day of _____, 2022 to become effective upon publication.

Therese Longe, Mayor

Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.90, WINDOW STANDARDS, TO ELIMINATE LIGHTLY TINTED GLAZING

Article 4, Section 4.90 – Window Standards (WN)

- A. **Purpose and Intent**: The purpose of this section is to encourage active and engaging storefronts and overall window design that is compatible with a building's context and the desired character of the City.
- ~~A.~~ B. **Storefront Windows**: Ground floor facades shall be designed with storefronts that have windows, doorways and signage, which are integrally designed. The following standards apply:
1. No less than 70% of a storefront/ground floor façade between 1 and 8 feet above grade shall be clear glazing. **Mirrored glass is prohibited.**
 - ~~2. Only clear glazing is permitted on storefront facades at the first floor. Lightly tinted glazing above the first floor may be permitted. Mirrored glass is prohibited.~~
 2. Required window areas shall be either pedestrian entrances, windows that allow views into retail space, working areas or lobbies. Display windows set into the wall may be approved by the Planning Board.
 3. Windows shall not be blocked with opaque materials or the back of shelving units or signs.
 4. The bottom of the window shall be no more than 3 feet above the adjacent exterior grade.
- ~~B.~~ C. **Ground floor building elevations**: Building elevations on the ground floor that do not face a frontage line but contain a public entrance shall be no less than 30% clear glazing between 1 and 8 feet above grade.
- ~~C.~~ D. Blank walls of longer than 20 feet on the ground floor façade shall not face a plaza, park, parking area or Public Street.
- ~~D.~~ E. **Upper Story Windows**: Openings above the first story shall be a maximum of 50% of the total façade area. **Upper story windows facing a frontage line shall be clear glazing.** Windows shall be vertical in proportion. **Mirrored glass is prohibited.**
- ~~E.~~ F. To allow flexibility in design, these standards may be modified by a majority vote of those appointed and serving on the appropriate reviewing body including the Planning

Board, Design Review Board, and/or Historic District Commission for architectural design considerations provided that the following conditions are met:

1. The subject property must be in a zoning district that allows mixed uses;
2. The scale, color, design and quality of materials must be consistent with the building and site on which it is located;
3. The proposed development must not adversely affect other uses and buildings in the neighborhood;
4. Glazing above the first story shall not exceed a maximum of 70% of the façade area;
5. Windows shall be vertical in proportion.

ORDAINED this _____ day of _____, 2022 to become effective upon publication.

Therese Longe, Mayor

Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO REDFINE CLEAR GLAZING, AND TO ELIMINATE LIGHTLY TINTED GLAZING

Article 9, Section 9.02 – Definitions

Clear Glazing: Glass and other transparent elements of building facades with **no tint**, a minimum visible light transmittance of ~~80%~~ **66% and a reflectivity of 15% or less**.

...

~~Lightly Tinted Glazing: Glass and other transparent elements of building facades with a minimum visible light transmittance of 70%.~~

ORDAINED this _____ day of _____, 2022 to become effective upon publication.

Therese Longe, Mayor

Alexandria Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing to amend Article 4, Section 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.

INTRODUCTION:

Article 4, Section 4.03 of the Zoning Ordinance outlines various dimensional requirements for accessory structures in the City. There are no requirements listed for air conditioning units, which are considered accessory structures.

At present, for someone seeking to replace an air conditioner that is located in their side yard, it is a lengthier process as opposed to someone who is replacing an air conditioner in the rear yard. They must either apply and wait for a determination from the Board of Zoning Appeals or move the lines and construct a new pad (or both if denied) in the rear yard, which may mean additional contractors, time and cost.

BACKGROUND:

On April 13, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed proposed ordinance amendments to Article 4, Section 4.03 of the Zoning Ordinance that included more broad regulations that permitted all air conditioning units to be placed in the required side yard based on research into technological improvements and efficiency.

On June 8, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed revised language that focused on addressing only the specific urgent need to allow homeowners to replace air conditioning units in non-conforming locations.

On July 13, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board further refined the proposed ordinance language to provide more clarity and conciseness.

On August 10, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board held a public hearing for the proposed ordinance amendments and moved to recommend approval to the City Commission.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the August 10, 2022 public hearing at the Planning Board. A second legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on October 24, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider ordinance amendments to Article 4, Section 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.

ATTACHMENTS:

Please see the following attached documents:

- Proposed Ordinance Language

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance to amend Article 4, Section 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.03, ACCESSORY STRUCTURE STANDARDS, TO ADD LANGUAGE TO PERMIT AIR CONDITIONING UNITS IN THE SIDE YARD UNDER CERTAIN CONDITIONS.

Article 4, Section 4.03 – Accessory Structure Standards

This Accessory Structure Standards section applies to the following districts:



The following accessory structure standards apply:

- A. Front and Side Open Space Limitations: No accessory buildings or structures shall be erected in the required front open space or side open space, except as may otherwise be provided in this section.
- B. Rear Open Space Limitations: Accessory buildings or structures may occupy a portion of the rear open space. They shall be at least 3 feet from any lot line, except as otherwise provided in this Article. If a lot has frontage on 2 streets so that the rear lot line abuts the street, accessory buildings or structures shall be set back from the rear lot line the same distance required in each two-page layout in Article 2, as a front setback for lots fronting on the street. An accessory building is not permitted closer to a principal building on an adjoining lot than the sum of the minimum required side setbacks as determined in Section 4.74(C).
- C. Corner Lots: On corner lots where a rear open space abuts a front or side open space, accessory buildings or structures on a corner lot shall have a minimum setback of 5 feet from the rear lot line.
- D. Setback from Principal Building: An accessory building or a swimming pool shall not be closer than 10 feet to the principal building located on the same lot.
- E. Satellite Antennas: Satellite antennas are permitted only in the rear open space. They are prohibited on the roof of any principal building or accessory building. They are limited to a maximum of 15 feet in height above grade and a minimum of 3 feet from the rear and side lot lines.
- F. Basketball Apparatus: A basketball apparatus may be placed within the required front open space and side open space of a single-family residential lot and only in conformance with the following conditions:
 - 1. No more than 1 basketball backboard, either garage or pole-mounted, may be located in the required front or side open space.
 - 2. A single basketball backboard may be mounted directly on the garage.

3. A single, pole-mounted backboard may be located only within the one-third of the required front open space or side open space nearest the dwelling and contiguous to the driveway.
- G. **Maximum Building Height:** The maximum eave height on all accessory structures shall not exceed 12 feet. The maximum building heights for accessory structures are as follows:
1. Gable, hip, gambrel, barrel or shed roofs:
 - a. R1A, R1: 15.5 feet to midpoint
 - b. R2: 15 feet to midpoint
 - c. R3: 14.5 feet to midpoint
 - d. The roof line on gambrel and barrel roofs may not project more than 2 feet past an imaginary plane drawn from the eave to the highest point on the roof. The highest point on an accessory structure with a shed roof must face the interior of the lot on which it is located.
 2. Flat roofs:
 - a. R1A, R1: 12 feet
 - b. R2: 12 feet
 - c. R3: 12 feet
 3. Mansard roofs:
 - a. R1A, R1: 15.5 feet to deck line
 - b. R2: 15 feet to deck line
 - c. R3 14.5 feet to deck line
- H. **Area:** The maximum area of the first floor of any accessory structure or accessory structures in combination shall not exceed 10% of the lot area or 600 square feet in R1 and R1A, 550 square feet in R2, or 500 square feet in R3, whichever is less. Outdoor living area is prohibited above the first story on any accessory structure.
- I. **Proportionality Between Accessory Structures and Principal Structures:** The height of an accessory structure must be lower than the height of the principal structure on the same lot. The total area of habitable space in an accessory structure must not exceed 75% of the total area of habitable space in the principal structure on the same lot.
- J. **Dormers:** Dormers on accessory structures are limited to 50% or less of the width of the roof per elevation or a 10 foot interior dimension, whichever is greater. Dormers may not exceed the height of the roofline from which they are projecting. Dormers are not permitted on accessory structures with gambrel, barrel, flat or mansard roofs.
- K. **Windows:** On elevations adjacent to abutting property lines, a maximum of 8 square feet of glazing area is permitted per elevation on the second level of an accessory structure if located less than 6 feet above the floor of the second level of the accessory structure. Unlimited glazing is permitted if located at least 6 feet above the floor of the second level of the accessory structure.
- L. **Exterior Staircases:** Above grade exterior staircases are prohibited on accessory structures.
- M. **Air Conditioning Units:** All new and existing air conditioning units shall not count against lot coverage calculations. Non-conforming air conditioning units located within required side yard setbacks may be continued, maintained and replaced provided:
1. The area occupied or devoted to such use is of similar size and location;
 2. The nonconforming unit(s) must be screened from street view and the abutting property by privacy fence, landscaping or landscape fence.

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: October 12th, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner
Ryan Kearney, Police Lieutenant
Scott Zielinski, Engineering Department

SUBJECT: W. Brown Street & Chester Street Enhanced Safety Features

INTRODUCTION:

City staff and traffic consultants were asked by residents to review if additional mitigation measures are warranted for the intersection of W. Brown Street and Chester Street to enhance pedestrian and motor vehicle safety. Upon review, the Multi-Modal Transportation Board has recommended additional striping on eastbound Brown Street to guide vehicles around the existing on-street parking, additional signage on Brown Street and Chester Street to enhance pedestrian awareness, and to reduce Chester Street from 4 lanes down to 2 lanes by adding on-street parking between Townsend Street and W. Brown Street to reduce pedestrian turning conflicts.

BACKGROUND:

Chester Street was formerly part of a "ring road" around downtown Birmingham. The road has since been cut off from vehicular traffic south of Brown Street, and was reduced from 4 lanes to 2 lanes between Willits St. and Townsend St. On-street metered parking was added in place of the former vehicular lanes along Chester Street. The block of Chester Street between Townsend St. and W. Brown is the only remaining section of Chester Street with 4 lanes.

[On August 4th, 2022](#), the City's traffic consultants reviewed the intersection of Chester Street and W. Brown Street for enhanced pedestrian safety features with the Multi-Modal Transportation Board. Based on traffic counts and speed studies for this area, a traffic signal or multi-way stop control is not warranted nor recommended for this intersection.

The MMTB recommended that Chester Street be reduced to 2 traffic lanes by adding on-street parking on both sides, mirroring what exists north of Townsend Street, in order to reduce turning conflicts for pedestrians at the intersection. If approved, pedestrians would be crossing 2 lanes of vehicular traffic instead of 4 at the intersection. The City's traffic consultant also recommended additional pedestrian signage for the intersection. The Multi-Modal Transportation Board was amenable to both recommendations.

The City's traffic consultants also reviewed the block of W. Brown Street between Stanley Blvd and Chester St. where the eastbound traffic lane transitions from unpainted to painted parking lanes. A diagonal painted line was recommended beginning after Stanley Blvd to direct eastbound vehicles around the parking area on W. Brown Street. "Pedestrian Crossing Ahead" signs were also recommended for this area to warn drivers about unsignalized pedestrian crossings at Henrietta St. and Chester St. The Multi-Modal Transportation Board was amenable to the recommendations and moved to recommend approval of the suggested actions.

[On September 1st, 2022](#), staff clarified to the MMTB that they also make recommendations regarding residential permit parking vs. metered parking. The MMTB moved to recommend that the block of Chester Street between Townsend Street and W. Brown have metered parking spaces to match what Chester Street has for metered parking north of Townsend Street. The Board felt that additional metered spaces would be beneficial for people visiting Shain Park and downtown.

In regards to the metered parking, the Police Department will coordinate with the City's traffic consultants on establishing proper sight lines and appropriate locations for on-street parking meters.

LEGAL REVIEW:

The City Attorney has reviewed the proposal and has no concern related to the form or content.

FISCAL IMPACT:

Changing the striping for Chester Street and Brown Street, installing additional pedestrian signage, and installing new parking meters on Chester Street will be completed using existing parking in stock meters. All meters and signage will be installed by City staff. The purchase of new signage and road painting work will be out of pocket costs anticipated not to exceed \$2000. All painting work will be completed using contractors currently under contract with the City. Additional revenue for the parking fund will be generated from the new parking meters.

PUBLIC COMMUNICATIONS:

The subject proposal was posted as an agenda item during the August 4th, 2022 and September 1st, 2022 Multi-Modal Transportation Board meetings. No additional public communications are required for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission consider striping eastbound Brown Street to delineate the existing parking lane with a solid white line on eastbound Brown Street from Stanley to Chester Street, add a "Turning Vehicles Yield to Pedestrians" sign on the southbound Chester Street approach, add "Pedestrian Crossing Ahead" signs in advance of the Chester Street and Henrietta Street intersections, and reduce the traffic lanes on Chester Street from 4 lanes to 2 lanes between Townsend Street and W. Brown by adding metered on-street parking in place of the former vehicular lanes.

ATTACHMENTS:

- F&V Brown Street Intersection Operations and Safety Review Memo

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the striping of eastbound Brown Street to delineate the existing parking lane with a solid white line from Stanley to Chester Street, add a "Turning Vehicles Yield to Pedestrians" sign on the southbound Chester St. approach, add "Pedestrian Crossing Ahead" signs in advance of the Chester St. and Henrietta Street intersections, and reduce the traffic lanes of Chester Street from 4 lanes to 2 lanes between Townsend Street and W. Brown by adding metered on-street parking in place of the former vehicular lanes.

MEMO

VIA EMAIL

To: Lt. Ryan Kearney
Birmingham Police Department

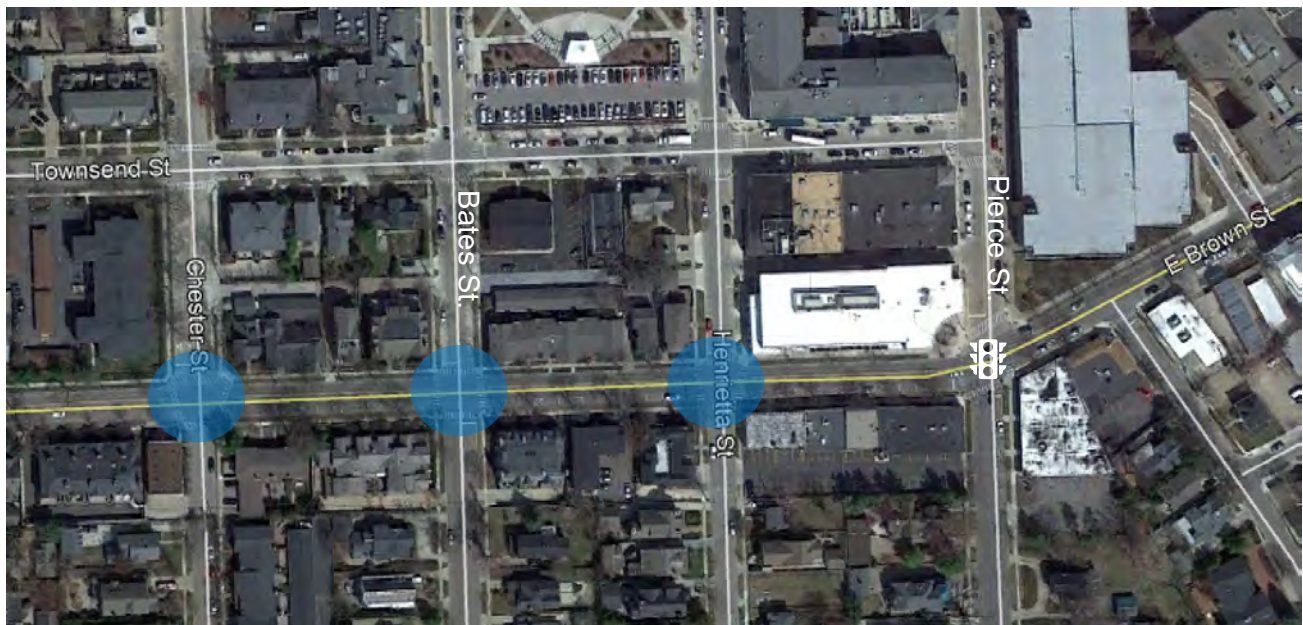
From: Julie M. Kroll, PE, PTOE
Fleis & VandenBrink Engineering

Date: July 29, 2022

Re: Brown Street Intersection Operations and Safety Review

Fleis & VandenBrink (F&V) staff is pleased to present this memorandum to the City Birmingham regarding the intersection traffic control measures at the following intersections:

- Brown St. & Henrietta St.
- Brown St. & Bates St.
- Brown St. & Chester St.



F&V previously performed an evaluation of these intersections in May 2020 at the request from the Birmingham Police Department pursuant to the receipt of a request from the neighborhood to add all-way stop control at intersections along the corridor. The results of the May 2020 was that neither multi-way stop control or traffic signals were recommended. The purpose of this study is to update the analysis previously performed to determine if additional traffic control measures are currently recommended and provide recommendations for additional mitigation measures, as necessary.

The guidance regarding regulatory traffic measures is provided in the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* Sections 2B.04 and 2B.07. Additional information is provided in the American Association of State Highway and Transportation Officials (AASHTO) *Geometric Design of Highway and Streets (Green Book)*. F&V referenced the *MMUTCD* and additional documents to evaluate the existing intersection conditions and develop a recommendation. The results of the analysis and the recommendations are included herein.

INTERSECTION CONTROL ANALYSIS

All three study intersections are four-leg intersection with stop-control on minor approaches (i.e. Bates St., Chester St., and Henrietta St.). The City has received requests for the addition of STOP control on the Brown Street approaches, to provide ALL-WAY stop control at Brown St & Bates St intersection. The City also requested F&V to examine the two other intersections to east and west of Bates St. Section 2B.07 of the *MMUTCD* provides the following criterion to evaluate for the consideration of multi-way stop control at an intersection.

1. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
2. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
3. *Minimum volumes:*
 - 1 *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2 *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3 *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

A. TRAFFIC SIGNAL

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Criteria	Brown St. & Chester St.	Brown St. & Bates St.	Brown St. & Henrietta St
A. Traffic Signal	Not Met	Not Met	Not Met

A traffic signal is not warrant or recommended at any of the study intersections.

B. CRASH HISTORY

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Criteria	Brown St. & Chester St.	Brown St. & Bates St.	Brown St. & Henrietta St
B. Crash History	Not Met	Not Met	Not Met

A crash analysis was performed for the study intersections using the most recent 3 years (January 2019 – December 2021) of available data. The results of the analysis are presented in following table which show that there is no existing crash pattern (5 or more crashes in 12 months) that would indicate the need to install stop signs on any of these intersections, therefore this criteria is not met.

CRASH ANALYSIS SUMMARY

Intersection	Date	Crash Type	Injury	Pedestrian/ Bicyclist Involved?	Direction	
					Brown	Minor St.
Brown & Bates	10/9/2019	Angle	Possible injury (C)	No	WB	NB
	2/16/2020	Angle	No injury (O)	No	WB	SB
	3/8/2020	Single Veh.	No injury (O)	Yes	WB	NB
	11/10/2020	Sideswipe	No injury (O)	No	WB	NB
Brown & Chester	6/28/2020	Single Veh.	Possible injury (C)	Yes	n/a	SB
	8/13/2020	Sideswipe	No injury (O)	No	EB/WB	n/a
	10/21/2020	Angle	No injury (O)	No	WB	SB

C. TRAFFIC VOLUMES

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour (vph), for any 8 hours of an average day.

The average hourly traffic volume data on Brown St. exceeds 300 vph for eight (8) hours of the day.

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour;

The average hourly traffic volume data on minor approaches (i.e. Bates St., Henrietta St, and Chester St.) is below 200 vph for the same eight (8) hours of the day.

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Existing speed data was provided by the Birmingham Police Department shows the 85th percentile speed for both eastbound and westbound Brown Street is currently 27 mph which is below the 40 mph threshold; therefore, the 70% volume evaluation is not applicable. It's worth noting that the 85th percentile speed was 29 mph prior to the implementation of the pedestrian gateway treatments along the corridor, which is a reduction of 2 mph (9% speed reduction).

Criteria	Brown St. & Chester St.	Brown St. & Bates St.	Brown St. & Henrietta St
C. Traffic Volumes (1)	Met	Met	Met
C. Traffic Volumes (2)	Not Met	Not Met	Not Met
C. Traffic Volumes (3)	n/a	n/a	n/a
Overall	Not Met	Not Met	Not Met

D. 80% CRITERIA

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are **all** satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition. **Not met.**

Criterion B, C.1 and C.2 were evaluated at 80% of the minimum values and criterion C.2 none of the criterion are met based on these reduced thresholds.

SUMMARY

The results of the analysis are summarized below.

Multi-Way Stop Sign Criterion (MMUTCD Section 2B.07)		Brown St. & Chester St.	Brown St. & Bates St.	Brown St. & Henrietta St
A. Signal	<i>Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.</i>	No	No	No
B. Crashes	<i>Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.</i>	No	No	No
C. Traffic Volumes	1 <i>The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, AND</i> 2 <i>The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but</i>	No	No	No
	3 <i>If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.</i>	No	No	No
D. 80% Criteria	<i>Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.</i>	No	No	No
Multi-Way Stop Control Recommended		No	No	No

RECOMMENDATIONS

Based on the results of this study, Traffic Signals or Multi-Way Stop Control is **not recommended** at the study intersections. However, based on the crash history at the study intersections, other mitigation measures may be considered. As part of a study performed on this corridor in 2020 the City installed pedestrian gateway treatments along the corridor which have been effective measure to increase awareness along the corridor. The mitigation measures also reduced the 85th percentile speeds from 29 mph to 27 mph, with average speed on the corridor of 22 mph.

Additional mitigation measures may be considered to improve the pedestrian visibility at the study intersections:

BROWN STREET & CHESTER STREET

1. Delineate the existing parking lane with solid white line (currently dashed) on eastbound Brown Street at Chester Street.
2. Add a "Turning Vehicles Yield to Pedestrians" sign on the southbound Chester St. approach.
3. Add "Pedestrian Crossing Ahead" signs in advance of the Chester St. intersection. These signs could also be equipped with flashing beacons to increase awareness.
4. Delineate parking lanes on the block of Chester St. north of Brown Street. This will narrow the roadway to one lane, reducing the pedestrian / vehicle conflicts at this intersection.



BROWN STREET & CHESTER STREET

1. Add "Pedestrian Crossing Ahead" sign in advance of the Henrietta St. intersection. This sign could also be equipped with flashing beacons to increase awareness.



If you have any questions or concerns regarding this engineering analysis, please contact our office.



MEMORANDUM

Planning Division

DATE: October 17th, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner
Ryan Kearney, Police Lieutenant
Scott Zielinski, Engineering Department

SUBJECT: Brown Street Lane Reduction between S. Old Woodward & Woodward Avenue.

INTRODUCTION:

The City of Birmingham is pursuing a pedestrian crosswalk at Woodward Ave to connect the south side of Brown Street to the south side of Forest Ave. In order to install a crosswalk connecting the south side of Brown Street to the Woodward Ave median, the Michigan Department of Transportation (MDOT) is requiring that the City of Birmingham reduce the dual right-turn lanes on eastbound Brown Street from two lanes down to one lane in order to reduce the right-turn vehicular conflicts with pedestrians crossing at the future crosswalk.

The Multi-Modal Transportation Board (MMTB) has now recommended a final design for E. Brown Street between S. Old Woodward and Woodward Ave that incorporates one way traffic traveling eastbound and westbound.

BACKGROUND:

The City of Birmingham has experienced two fatal pedestrian crashes within the past two years on Woodward Ave at or near Forest Ave and Brown Street. In order to increase safety at this intersection, the City has coordinated with MDOT to have a traffic signal installed on Northbound Woodward Ave at the Forest Ave intersection.

MDOT has informed the City of Birmingham that they are amenable to a crosswalk connecting the south side of Brown Street to the Woodward Ave median if Brown Street is reduced to one travel lane and turn lane at the Woodward Ave intersection.

City traffic consultants Fleis and Vandebrink conducted a trial analysis in the spring of 2022 converting eastbound Brown Street to one lane from Peabody Street to Woodward Ave. Their findings were that there was no measurable change in traffic queueing during peak traffic periods, most drivers using this intersection are traveling to the U-turn across from Brown Street to do a "Michigan left" and travel northbound on Woodward Ave. **Please find the report and**

supplementary information regarding the intersection of Brown & Woodward Avenue from Fleis & Vandebrink in the attachments.

The recommendation from Fleis and Vandebrink (F&V) is that eastbound Brown Street be designed with a one lane approach from Peabody Street to the intersection of Brown Street and Woodward Ave to enable the installation of a pedestrian crosswalk connecting the south side of Brown Street to the Woodward Ave median.

On June 2nd, 2022, the Multi-Modal Transportation Board (MMTB) reviewed the study by F&V and held a discussion regarding reducing eastbound Brown Street from two lanes down to one lane from Peabody Street to Woodward Ave. The City's traffic consultants confirmed that Birmingham had obtained approval from MDOT for the installation of a traffic signal on northbound Woodward Ave at Forest Ave.

The MMTB reviewed real time videos of traffic queueing during the one lane trial period as well as a synchro model put together by the City's traffic consultants. There was general consensus from the MMTB that the lane reduction did not create major traffic back-ups and would enable enhanced pedestrian safety features on Woodward. The MMTB then approved a motion to recommend to the City Commission that eastbound Brown Street be reduced to one lane from Peabody Street to Woodward Ave to enable the installation of a crosswalk on Woodward Ave connecting the southern sidewalk on Brown Street to the southern sidewalk of Forest Ave.

On [June 27th, 2022](#), the City Commission made a motion adopting a resolution to approve the reduction of vehicular travel lanes on eastbound Brown Street between Peabody Street and Woodward Ave from two lanes down to one lane AND to direct the Multi-Modal Transportation Board to evaluate permanent road designs incorporating one eastbound vehicular travel lane for Brown Street from Peabody Street to Woodward Ave to recommend to the City Commission at a later date.

On [July 7th, August 4th, and October 4th of 2022](#), the Multi-Modal Transportation Board reviewed preliminary concept designs for E. Brown with a reduced travel lane. The main topics of discussion were a midblock crossing near the Peabody parking structure, a median preventing left turns into Jax Karwash, and whether additional parking spaces should be provided beside the building at 34953 Woodward Ave with Birmingham Roast Coffee and Lady Janes on the first floor.

There was general consensus from the entire MMTB that the midblock crossing and a median along E. Brown Street would enhance pedestrian safety for people crossing to and from the Peabody parking structure. The MMTB did have differing views on providing additional parking spaces abutting what is currently Birmingham Roast. Additional parking spaces could alleviate congestion from patrons who illegally park on Brown and Peabody to pick up orders from Birmingham Roast, however there were concerns that pulling in and out of the parking spaces close to Woodward Ave could create queueing issues from vehicles turning right from Woodward Ave onto Brown Street.

On October 4th, 2022 the MMTB moved to recommend **Alternative A** which includes an extended curb on E. Brown to reduce eastbound traffic to one lane, a center median and a midblock pedestrian crossing connecting to the Peabody parking structure, two right-turn-only curb cuts for Jax Karwash, and no additional parking spaces for Birmingham Roast Coffee. The motion was approved 3-2. The two votes against were in favor of additional parking spaces for Birmingham

Roast. The MMTB commented that they are aware that City Commission has the final say on design and could choose to add the parking spaces abutting Birmingham Roast if desired.

LEGAL REVIEW:

The City Attorney has reviewed the proposal and has no concern related to the form or content.

FISCAL IMPACT:

The proposed reconfiguring of E. Brown Street between S. Old Woodward and Woodward Ave will require additional funding allocated from the Capital Improvements Fund.

PUBLIC COMMUNICATIONS:

The proposed concept designs were posted as agenda items for discussion during the July 7th, August 4th, and October 4th, 2022 Multi-Modal Transportation Board meetings. No additional public comments are required for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission consider the proposed reconfiguration of E. Brown Street reduced to one lane eastbound at Woodward Ave with an extended sidewalk, a midblock pedestrian crossing, and an additional median as pictured in **Alternative A**. The Alternative B concept has also been included for consideration. The requested changes are needed to accommodate the new signalized intersection on Woodward Ave and Forest Ave and the new pedestrian crossing improvements.

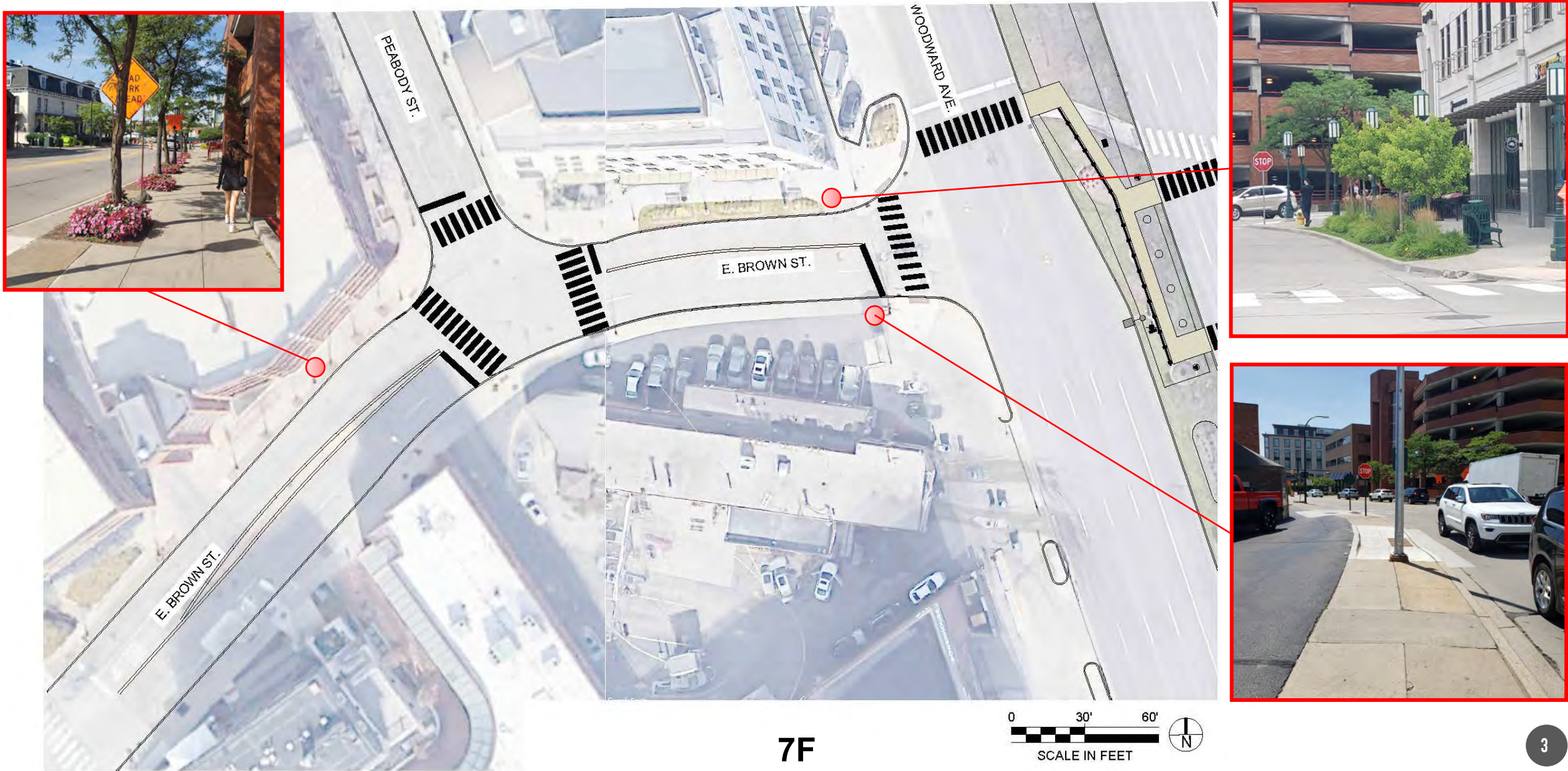
ATTACHMENTS:

- Alternative A recommended design for E. Brown reconfiguration
- Alternative B (for consideration only)
- Fleis & Vandebrink Brown Street & Woodward Ave Before & After Study

SUGGESTED COMMISSION ACTION:

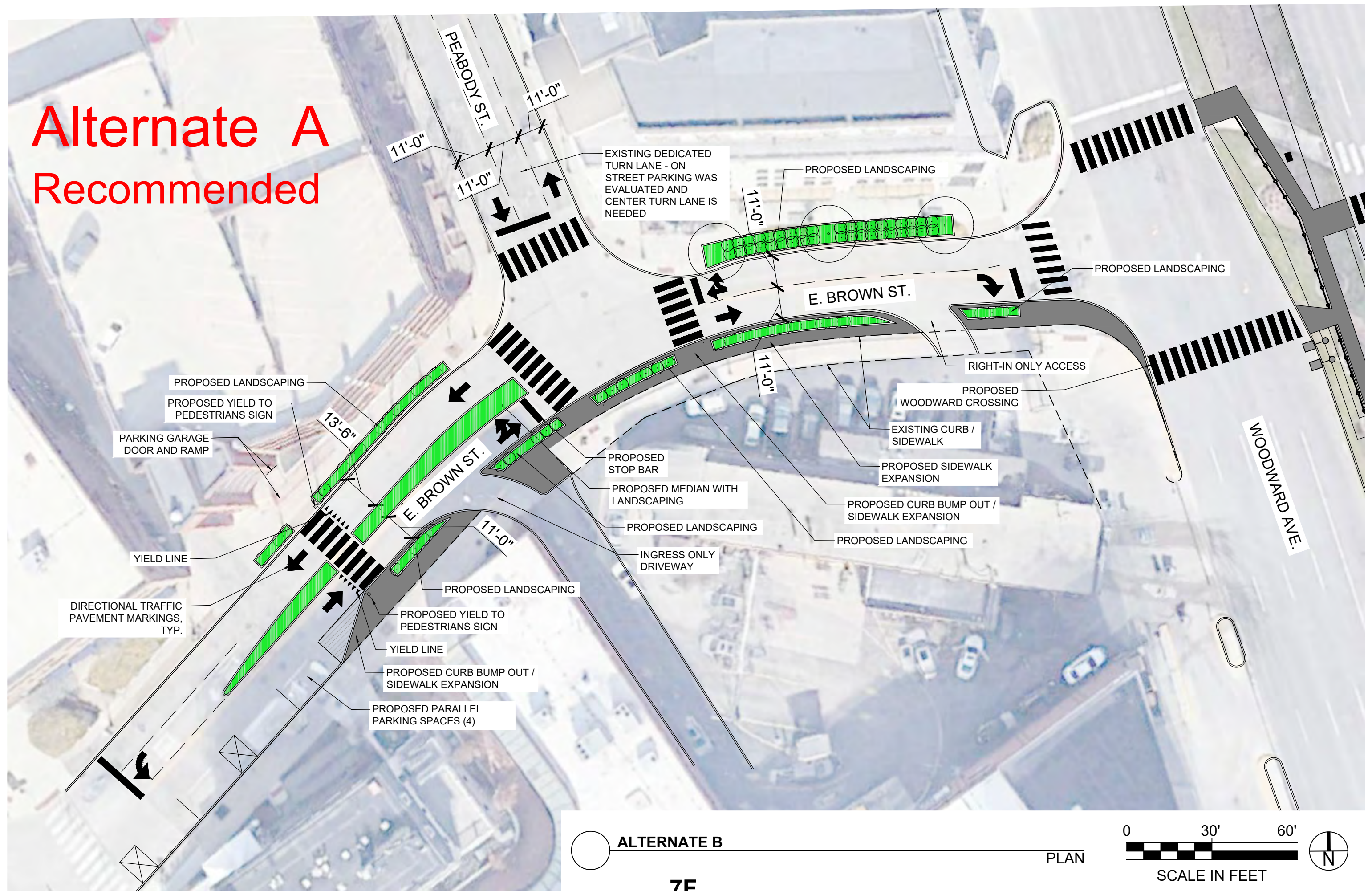
Make a motion adopting a resolution to approve the reconfiguration of E. Brown Street reduced to one lane eastbound at Woodward Ave with an extended sidewalk, a midblock pedestrian crossing, and an additional median as illustrated in Alternative A.

Existing Site Photos

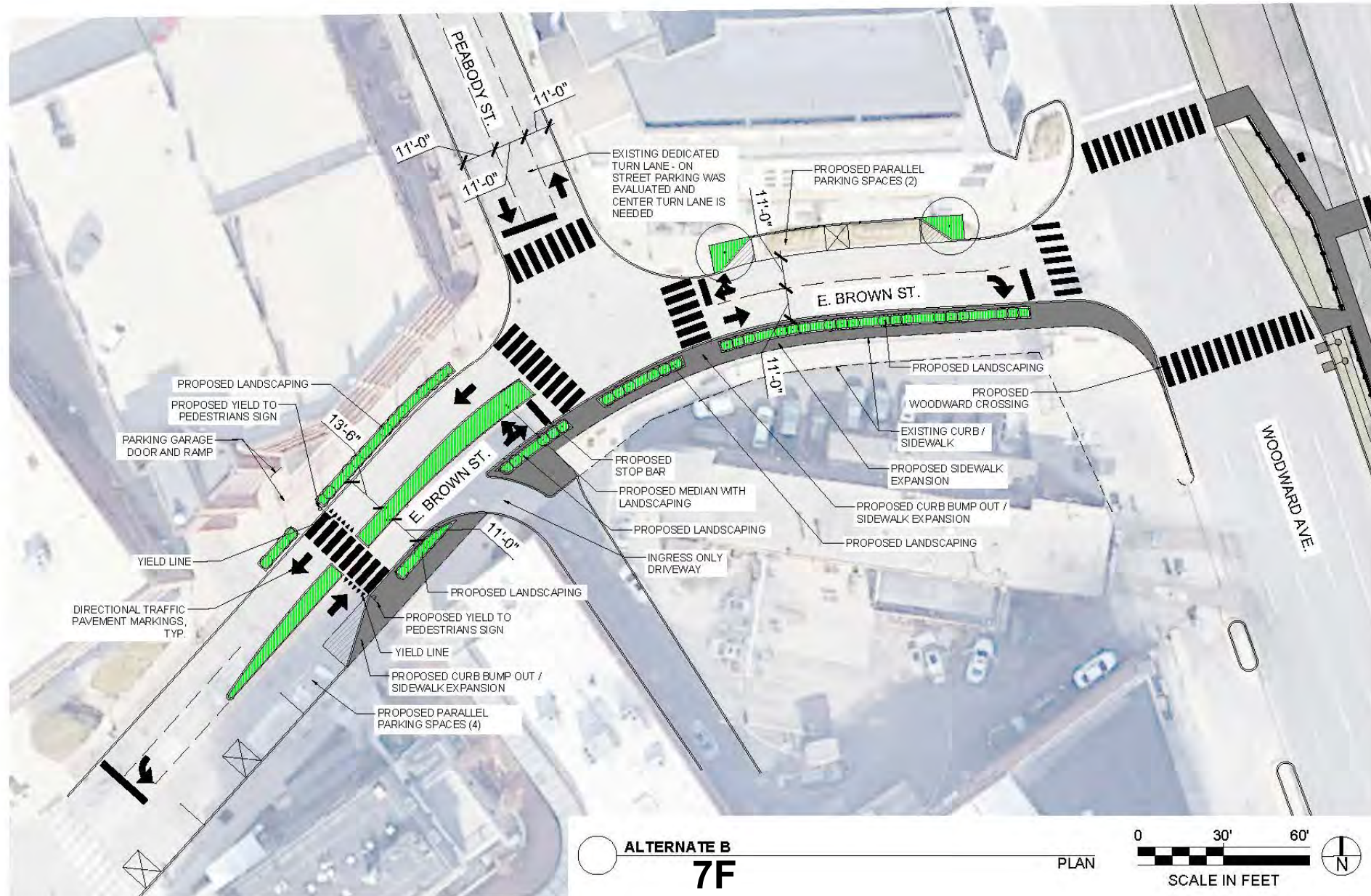


Alternate A

Recommended



Alternate B - For Consideration



MEMO

From: Julie M. Kroll, P.E., PTOE
 Fleis & VandenBrink

Date: May 26, 2022

Re: Brown Street & Woodward Ave.
 City of Birmingham, Michigan
 Before & After Study

INTRODUCTION

This memorandum presents the methodologies, analyses, and results of the Before & After Study for the Brown Street and Woodward Ave. intersection. This study was prepared to evaluate the impact of providing a single-lane approach on Brown Street at Woodward Ave. pursuant to MDOT requirements for the installation of a pedestrian crossing on the south leg of the intersection as illustrated below in **Figure 1**.

Figure 1: MDOT Programmed Pedestrian Improvements at Brown and Forest



DATA COLLECTION

Turning movement counts were collected on Thursday February 25, 2022 for a period of 13-hours (6:00 AM-7:00PM) at the following intersections to capture the existing traffic operations.

- Brown Street & Peabody Street
- Brown Street & Woodward Ave.
- SB to NB Crossover & Woodward Ave.

The City set-up a temporary lane closure to evaluate the impact on traffic volumes and operations with the proposed one-lane approach. The temporary traffic control as shown in **Figure 2** was set-up on Tuesday March 15, 2022 and the data collection occurred the following week, on Thursday March 24, 2022. The before and after data collection performed are attached.

Figure 2: Temporary Barricade Placement



The results of the data collection showed that there was no measurable change on Brown Street or Peabody Street during the peak periods with the barricades in place. It was anticipated that vehicles would redistribute to the adjacent intersections in the event that the intersections were backed-up. However, review of the data showed that the traffic volumes were **higher** with the barricades in place. The traffic volume comparison is summarized in **Table 3**.

Table 3: Traffic Volume Comparison

Intersection	Approach	Existing Conditions (vph)			Trial Lane Closure (vph)			Difference		
		AM	MD	PM	AM	MD	PM	AM	MD	PM
Peabody & Brown	EB	180	203	245	191	218	290	11	15	45
	WB	165	167	150	188	183	126	23	16	-24
	SB	75	87	196	37	122	196	-38	35	0
	Overall	420	457	591	416	523	612	-4	66	21
Woodward & Brown SB to NB X/O at Woodward	EB	97	161	290	113	201	312	16	40	22
	SB	1810	1857	2423	2209	1858	2756	399	1	333
	U-Turn	249	418	375	291	338	395	42	-80	20
	Overall	2156	2436	3088	2613	2397	3463	457	-39	375

INTERSECTION ANALYSIS

The intersection operations were evaluated with both the existing operations and then with the proposed intersection geometry as required by MDOT to accommodate a pedestrian crossing on the south leg of Brown Street. The results of the intersection analysis are summarized in **Table 4** and shows that overall the impact of the geometry changes are minimal, with the exception of the PM peak hour on the eastbound Brown Street approach at Woodward. This intersection was further evaluated using SimTraffic and reviewing the videos that were performed during the trial data collection. This showed brief periods (< 15 min) where vehicle queue lengths on Brown Street extended into the Peabody Street intersection. Therefore, during the PM peak hour there may be occasionally delays for vehicles on this approach, but the impacts will be limited in duration.

Table 4: Intersection Operations Comparison

Intersection	Control	Approach	Existing Conditions						Trial Lane Closure						Difference					
			AM Peak		MD Peak		PM Peak		AM Peak		MD Peak		PM Peak		AM Peak		MD Peak		PM Peak	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Brown St. & Peabody St.	Stop (All Way)	EB	8.6	A	8.9	A	9.6	A	8.9	A	9.7	A	11.4	B	0.3	-	0.8	-	1.8	A→B
		WB	9.3	A	9.7	A	10.2	B	9.3	A	10.0	A	9.8	A	0.0	-	0.3	-	-0.4	B→A
		SB	8.8	A	8.6	A	10.1	B	7.9	A	9.1	A	10.7	B	-0.9	-	0.5	-	0.6	-
		Overall	8.9	A	9.1	A	9.9	A	9.0	A	9.7	A	10.9	B	0.1	-	0.6	-	1.0	A→B
Brown St. & Woodward	Signal	EB	30.5	C	27.2	C	35.8	D	29.9	C	31.8	C	100.4	F	-0.6	-	4.6	-	64.6	D→F
		SB	1.2	A	2.9	A	1.5	A	14.6	B	2.9	A	1.2	A	13.4	A→B	0.0	-	-0.3	-

CONCLUSIONS

The results of this analysis are summarized below and show that reducing the eastbound approach to one lane will have minimal impact on the operations on the existing operations.

Traffic Volumes

- The data collection showed that there was no measurable change during the peak periods with the barricades in place.
- Review of the data showed that the traffic volumes were **higher** with the barricades in place.

Intersection Operations

- There are additional PM peak delays expected on Brown Street at Woodward Ave., however these delays are limited in duration.
- The trade-off for the projected vehicle increases in delay is an improvements to the intersection safety for pedestrians and vehicles.
- The single right-turn lane will allow of the construction of additional east-west pedestrian connectivity across Woodward Ave. with protected, signalized crossings on all six-legs of the Brown/Forest intersection
- The dual right-turns currently create the potential for sideswipe crashes and encourages aggressive driving as vehicles are looking to access the median U-turn on Woodward Ave., south of Brown.
- The dual right-turn lanes have a high crash potential as the number of conflict points is double that of a single lane approach.

RECOMMENDATIONS

- It is recommended that the intersection geometry at the Brown Street intersection at Woodward Ave. is designed with a one-lane approach to accommodate the E/W pedestrian crossing on the south leg of the intersection.
- The Brown Street and Peabody Street intersection operations and pedestrian facilities should be considered with the recommendations at Woodward Ave. Eliminating the right-turn lane at Woodward Ave. provides an opportunity to improve the pedestrian safety at the adjacent intersection.

Attachments:

Traffic Volume Data



MEMORANDUM

Legal Department

DATE: October 14, 2022

TO: Thomas M. Markus, City Manager and City Commission

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Lease Agreement with Hunter House Hamburgers

INTRODUCTION:

Hunter House Hamburgers whose address is 35075 Woodward Avenue, Birmingham, Michigan, 48009 has been utilizing vacant City property behind the Hunter House establishment for parking cars since approximately 1998. The purpose of this action item is for the City Commission to approve a new lease for continued use of public property, as there is no lease currently in effect.

BACKGROUND:

At the northwest corner of Maple and Woodward is an undeveloped area of land paved for parking use adjacent to Hunter House Hamburgers. Since approximately 1998, Hunter House Hamburgers has had a lease agreement, or a month-to-month agreement with the City of Birmingham to utilize public property for parking cars for the establishment.

In conjunction with negotiating with Select Commercial Assets Hospitality, which is looking to develop the vacant land just south of Hunter House Hamburgers, City staff has discovered that Hunter House Hamburgers has not had an actual lease in effect for the public parking area for a number of years, and has instead been operating on a month-to-month tenancy. Hunter House is looking to continue using the public parking lot for Hunter House patrons. However, Select Commercial Assets Hospitality is also desirous of leasing the public property to incorporate the public property into a redevelopment plan for the entire block. It is important to note that the entire block is under the ownership of Select Commercial Assets Hospitality with the exception of the public property piece on the northwest corner. Hunter House Hamburgers owns the building and the business, but not the land underneath it. There is an agreement pursuant to a Court Order wherein Select Commercial Assets Hospitality is entitled to develop the block and that it provides space in the new development for the continued operation of Hunter House Hamburgers. That agreement and/or dispute is between those two (2) entities and is not part of the consideration before the City Commission.

At the City Commission meeting on May 23, 2022 a potential lease with Select Commercial Assets Hospitality was discussed. At that time, Mr. Kelly Cobb of Hunter House Hamburgers stated that he would also be interested into entering into a new lease with the City of Birmingham to lease the City property for parking. Mr. Cobb indicated he would pay the current market lease rate established with Select Commercial Assets Hospitality. The City Commission did not approve a lease with Select Commercial Assets Hospitality at this time. Upon finding Hunter House Hamburgers is currently using the public property without a current lease, City staff recommends the City Commission enter into a lease for the use of public property for Hunter House so that they are utilizing the public property accordingly.

Therefore, based upon the fair market value that was determined when offering a lease to Select Commercial Assets Hospitality, a new lease for the public property for Hunter House patrons to park is now before the City Commission. This new lease provides for a six (6) month tenancy with Hunter House. This lease proposed at this time, is to ensure that Hunter House is paying for the use of public property as required and doing so with the correct market rate. The lease also allows for the potential of a one (1) time renewable six (6) month tenancy, and then is proposed to convert to a month-to-month tenancy, allowing for the inevitable changes coming to the Maple and Woodward undeveloped lot.

LEGAL REVIEW:

The City Attorney's office has drafted the recommended lease, and has been in negotiations with Hunter House Hamburgers' attorney to present this lease.

FISCAL IMPACT:

Since the administration determined the fair market value of this property located at the northwest corner of Maple and Woodward, historically this area has been rented for approximately \$800 per month. Now, the Lessee shall pay the City \$5,442 per month for the privilege of utilizing City property for parking.

PUBLIC COMMUNICATIONS:

The use of the public property at the southeast corner of Hamilton and Park Streets has been discussed at numerous public meetings over the past two years at both the Planning Board and the City Commission. Most recently, discussion regarding the lease of this public property was discussed at the May 23, 2022 City Commission meeting.

SUMMARY:

The public property at the northwest corner of the Maple / Woodward / Park / Hamilton block has been utilized by Hunter House for patron parking without a valid lease in effect. Should the City wish to allow Hunter House to continue to utilize the public parking for its patrons, City staff is recommending an Agreement with Hunter House at a fair market value lease rate. In light of the future redevelopment of this block, staff recommends a short term lease (six (6) months) with a thirty (30) day notice of termination simply to ensure that the City is receiving fair market value compensation for the existing use of public property by Hunter House.

ATTACHMENTS:

- Proposed lease agreement with The Original Hunter House Hamburgers, Inc.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the lease between the City of Birmingham and The Original Hunter House Hamburgers, Inc. for the leasing of City property for the purpose of parking cars for patrons of Hunter House, located at 35075 Woodward Avenue, Birmingham, Michigan, and agree to allow the tenant to lease the City property for a period of six (6) months with a one (1) time renewable six (6) month tenancy, and thereafter a month-to-month tenancy with a thirty (30) day notice to quit in the amount of \$5,442.00 per month, for the privilege of utilizing City property for parking of Hunter House patrons, in addition, to authorize the Mayor and City Clerk to sign the lease on behalf of the City.

**LEASE AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND
THE ORIGINAL HUNTER HOUSE HAMBURGERS, INC.**

THIS LEASE AGREEMENT is made on this _____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation ("Landlord"), whose address is 151 Martin Street, Birmingham, Michigan, 48009, (hereinafter "City") and **THE ORIGINAL HUNTER HOUSE HAMBURGERS, INC.** whose address is 35075 Woodward Ave, Birmingham, Michigan, 48009, (hereinafter "Lessee").

**IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN,
BIRMINGHAM AND LESSEE AGREE AS FOLLOWS:**

1. **LEASED PROPERTY:** The City hereby leases to Lessee on terms and subject to the conditions set forth herein:

That portion of Municipal Parking Lot No. 3, lying north of the south line of Lot 40 of A.P. No. 21 and easterly of the easterly line of Park Street, as shown in the Sidwell Plat Map for Parcel No. 08-19-25-456-043, more particularly described as:

TIN, R10E, SEC 25 ASSESSOR'S PLAT NO 21 PART OF LOTS 39 & 40 BEG AT PT DIST S 82-23-50 W 39.80 FT FROM NE COR OF LOT 40, TH S 04-11-54 E 86.88 FT., TH S 88-37-29 W 26.62 FT ALG S LINE OF LOT 40, TH ALG E LINE OF PARK ST ALG CURVE TO LEFT RAD 356 FT. CHORD BEARS N 22-04-01 W 71.74 FT, DIST OF 71.86 FT, N 26-19-07 E 17.35 FT, TH N 82-23-50 E 39.86 FT TO BEG

2. **TERM:** This lease shall commence on the _____ day of _____, 2022, for a six (6) month tenancy, then with a written agreement, a one (1) time renewable six (6) month tenancy, then, finally with a written Agreement, thereafter, a month-to-month tenancy with a thirty (30) day written Notice to Quit.

3. **RENT:** Lessee shall pay the City rent, in advance, due by the 28th day of each preceding month in the sum of Five Thousand Forty-two and 00/100 Dollars (\$5,042.00) per month. After twelve (12) months, the amount of rent paid by Lessee shall be increased, but not

decreased, by the U.S. city average consumer price index for all urban areas (CPIU as set forth by the Department of Labor and reported by the Bureau of Labor Statistics). This increase in rent shall be calculated by the total percentage increase in the CPIU which occurred during the prior twelve (12) months. At the end of each twelve (12) month period of tenancy, the City shall notify Lessee of the current amount of monthly rent due for the upcoming lease month, which price remains in effect for the next twelve (12) months.

4. **TAXES AND UTILITIES:** All charges for utility services rendered to the leased premises during the period the Lessee is entitled to possession shall be paid by the Lessee. All taxes, including, but not limited to personal property taxes and taxes imposed pursuant to P.A. 189 of 1953 (Taxation of Lessee and Users of Tax-exempt Real Property), levied against the Lessee's interest in the property shall be paid by the Lessee.

5. **USE OF PREMISES:**

A. The property shall be used for parking motor vehicles and for no other use. No alteration or capital improvement of the property shall be allowed without the approval of the Birmingham City Engineer.

B. Lessee shall keep the property in good order and condition and shall make all repairs and take all other action necessary to maintain the property in good order and condition.

C. Lessee agrees not to place any toxic or hazardous material or waste on the property.

D. Lessee shall return the Leased Property to the City in the same condition it was in prior to the beginning of the term of this lease.

6. **INSURANCE:** Lessee, at its sole expense, shall obtain and maintain pursuant to the terms of this lease, the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Lessee shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance,

including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

B. Commercial General Liability Insurance: Lessee 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 Lessee' Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all 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.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Lessee will provide services that are customarily subject to this type of coverage.

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

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

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

G. Maintaining Insurance: Upon failure of the Lessee 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.

Lessee shall provide the City at the time the lease is returned for execution, certificate(s) of insurance for each coverage provided. In addition, such certificates shall evidence the City as an additional insured for coverages specified in items (1) and (2) above, for all activities connected with this Lease, and include the following language: "It is understood and agreed that the following shall be an additional insured: City of Birmingham, and including all elected and appointed officials, all employees and volunteers. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing, or excess. Lessee shall provide at least thirty 30 days prior written notice to the City of Birmingham of cancellation, modification, or material change to this insurance."

Such certificate(s) of insurance shall be in a form acceptable to and underwritten by insurance company(ies) satisfactory to the City. The purchase of the insurance coverage by Lessee or the furnishing of certificate(s) of insurance shall not release Lessee from its obligations or liabilities under this Lease.

7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Lessee and any entity or person for whom the Lessee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage,

including loss of use thereof, which arise out of the acts, errors or omissions of the Lessee including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

8. **PERSONAL INJURY OR PROPERTY DAMAGE:** Lessee assumes all liability for losses, damages, or expenses resulting from personal injury or property damage arising out of the Leased Property which is caused in whole or in part by Lessee, and Lessee shall keep the Leased Property in a clean and neat condition at all times and shall provide for snow removal and salting of the Leased Property any time snowfall exceeds one inch (1") or more and/or icing conditions exist.

9. **ASSIGNMENT:** Lessee may not mortgage, pledge, or otherwise encumber its interest in this lease or assign or sublet the Leased Property.

10. **DEFAULT:** Lessee's failure to pay rent when due, or to perform any of its obligations hereunder shall constitute a default. If a default occurs, the City shall be entitled to regain immediate possession of the property.

11. **NOTICES:** Any notice which either party may, or are required to give notice, may be personally served or mailed by first-class mail, postage prepaid, as follows:

To Birmingham:	Alexandria D. Bingham, City Clerk 151 Martin Street Birmingham, MI 48009
----------------	--

To Lessee:	The Original Hunter House Hamburgers, Inc. Attention: Kelly Cobb, President 35075 Woodward Ave. Birmingham, MI 48009
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12. **TERMINATION:** This Agreement may be terminated by either party during the month-to-month tenancy by at least thirty (30) days advance written notice.

This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties and may not be modified between the parties except in writing, signed by both parties.

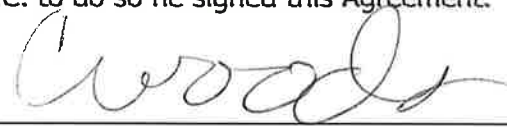
IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date written above.

**THE ORIGINAL HUNTER HOUSE
HAMBURGERS, INC.:**

By: 
Kelly Cobb, President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 3 day of October, 2022, before me personally appeared KELLY COBB who acknowledged that with authority on behalf of THE ORIGINAL HUNTER HOUSE HAMBURGERS, INC. to do so he signed this Agreement.



Notary Public

Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 10/16/2028


C. WOODS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 16, 2028
ACTING IN COUNTY OF Oakland


CITY OF BIRMINGHAM:

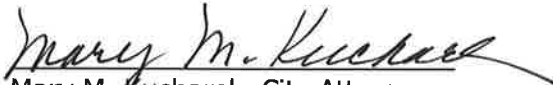
By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


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


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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Insurance Advisors 8884 Commerce Rd. Commerce Twp. MI 48382	CONTACT NAME: Laura Jahn PHONE (A/C No. Ext): (248) 363-5746 E-MAIL ADDRESS: ljahn@agencyadvisors.com FAX (A/C No): (248) 363-9554														
INSURED The Original Hunter House dba Hunter House Hamburgers 35075 Woodward Ave Birmingham MI 48009	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Grange of Mich</td><td>11136</td></tr><tr><td>INSURER B: Accident Fund of Michigan</td><td>10166</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Grange of Mich	11136	INSURER B: Accident Fund of Michigan	10166	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 22/23 MASTER

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BP 2081916	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			XA 2645441	4/21/2022	4/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 510,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	100014732	3/16/2022	3/16/2023	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF BIRMINGHAM
151 MARTIN STREET
BIRMINGHAM, MI 48009

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

AUTHORIZED REPRESENTATIVE

John Walker/LOR

COMMENTS/REMARKS

Additional insureds: City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing, or excess as per written contract. Lessees shall provide at least thirty 30 days prior written notice to the City of Birmingham of cancellation, modification, or material change to this insurance.



MEMORANDUM

Parking System

DATE: **October 19, 2022**

TO: **Thomas M. Markus, City Manager**

FROM: **Aaron Ford, Parking Services Manager**

SUBJECT: **2022 Parking Equipment Recommendation**

INTRODUCTION:

Since the implementation of the current Skidata parking equipment in 2017, equipment complaints have been ongoing. The current parking equipment in use at all five City owned parking structures requires that patrons use a credit card to enter and exit. This process results in long lines due to equipment malfunction and user errors. In addition, the current system is outdated, lacks useful reporting functions, relies on servers, and uses proprietary equipment resulting in a labor intensive process to manage the operation.

BACKGROUND:

When the City installed the current Skidata PARCS (Parking Access Revenue Control System), it decided to require patrons to use their credit card to enter and exit the structures. Using a credit card acts as a digital ticket. This method of operation has been confusing to patrons, resulting in long lines and numerous complaints.

The process of requiring patrons to use a credit card to enter and exit is confusing to patrons because it is different than parking operations at most structures. Typically, patrons pull a ticket when they enter a structure and scan that ticket and pay the fee when they leave. However, when patrons are asked to use a credit card upon entry, they are not prepared to use their credit card so they don't have it accessible and ready to use. Patrons also get confused and think they are being charged at entry and often times think they are being charged twice, both at entrance and exit.

The current Skidata system is also outdated and is limited in its capabilities to manage monthly parkers. This equipment has no monthly parking software that allows patrons to sign up, manage, and receive invoices, nor does it interface with other third party monthly parking software systems. Additionally, the existing equipment requires monthly parkers to have a physical proprietary badge that allows them access in/out of the structures and offers no other alternative method for granting entrance and exit.

On June 10, 2022, the City submitted a Request for Proposal (RFP) via MITN to replace the parking equipment in all five City parking structures. This included all entrance and exit kiosks, gate arms, and the software operating system. Six bids were received in response to the RFP, two bidders were present during the bid openings (TIBA and Amano).

All of the bidders except one, Metropolis, who quoted a “gateless solution,” are qualified and have a product that would provide a significant upgrade in features and experience for our patrons. The other five bidders all have varying levels of reporting, software, and features that make them appealing choices. All bids included a 2 year parts and labor warranty. Extended warranties are available if desired at an additional cost.

CITY OF BIRMINGHAM						
	Flash	TIBA	HUB	Amano (PSX)	Skidata	Metropolis
Hardware	\$ 397,175	\$ 464,507	\$ 429,144	\$ 398,753	\$ 26,674	\$ -
Software (Monthly)	\$ 2,200	\$ 1,500	\$ 2,162	\$ 1,975	\$ 2,300	\$ 6,000
Installation	\$ 125,650	\$ 125,417	\$ 77,661	\$ 54,930	\$ 8,400	\$ -
Warranty	2 Year parts Included	2 Year parts Included	2 Year parts Included	2 Year parts Included	2 Year parts Included	\$ -
Other	\$ -	\$ -	\$ 12,771	\$ -	\$ -	\$ 30,000
Total Hard Costs	\$ 522,825.00	\$ 589,924.00	\$ 519,576.64	\$ 453,683.00	\$ 35,074.00	\$ 30,000.00
Annualized Software Fees)	\$ 26,400	\$ 18,000	\$ 25,944	\$ 23,700	\$ 27,600	\$ 72,000

City staff worked closely with the Police Department and SP+ staff (the City’s third party parking operator) to vet all five bidders. After hosting demonstrations in July through September from the bidders, it was determined that Flash Parking and TIBA Parking Solutions were the two bidders most qualified. Both these vendors offered the most flexibility for monthly patrons to access the structures, had the best customer interfaces, offered the best service plans, and had the best operating systems for the management team.

At the October 12, 2022, Advisory Parking Committee (APC) meeting, both TIBA and Flash presented brief demonstrations. Based on feedback from City staff, complaints with the current system, and desire for a more flexible and future-ready system, City staff recommended Flash Parking Inc. After review, the APC approved the staff’s recommendation of Flash, but it was apparent that both Flash and TIBA were more than qualified and could be viewed as equals.

While working with Flash Parking regarding the terms of the proposed agreement, they proposed significant and substantial changes to the agreement. In multiple areas of the RFP, bidders were made aware that acceptance of the agreement is necessary to have a responsive bid. While the City can, per the RFP, waive some informalities in a proposal when it deems a waiver to be in the best interest of the City, substantive changes to our agreement and refusal to sign our agreement is deemed incomplete and a nonresponsive bid, and would therefore disqualify their bid proposal.

Due to Flash being considered unresponsive, it is the staff’s recommendation that TIBA/Traffic & Safety be awarded the contract to replace the parking equipment at all five of the City’s parking structures. While TIBA was not originally the preferred recommendation by City staff or the APC, it is clear that TIBA was not only qualified, but was fully responsive to the RFP and therefore very much in consideration to receive the recommendation. The APC appeared willing to recommend TIBA to the City Commission but chose Flash because of the recommendation of the City’s Parking Manager.

Benefits of TIBA System

TIBA’s software is robust, offering a variety of reports, including occupancy breakdowns. TIBA is a cloud-based system. No onsite servers are required and their software allows for updates to be pushed remotely and quickly without requiring downtime. They also have an MC-60 which is a master controller that allows transactions to be run even if the system is off-line for some reason.

Credit cards can then be processed once the system comes back online preventing lost revenue. TIBA also is mobile friendly, allowing operators to see equipment health, change rates, vend gate arms, and manage operations while in the field.

TIBA also has a monthly parking A/R software called Zephire. While the cost is not included in the purchase of the equipment, staff is recommending that we add their software to manage monthly parking accounts. TIBA also has an open application programming interface (API) and is compatible with most third party monthly parking companies, including SP+'s Cars.com, which the current Skidata system does not support. Additionally, they integrate with most mobile parking apps such as ParkMobile, Arrive, Spot Hero, etc. This will allow the current Park Mobile program that the City uses for the on-street meters to expand into the five structures as well, providing more options and making it easier for patrons to pay. Additionally, kiosks will be outfitted with EMV credit card readers and will also support tap to pay, Apple Pay, and Google Pay. TIBA also has a "scan to pay option" and interfaces with ParkMobile's "tap to pay," providing even more ways for patrons to pay, and limiting the amount of time it takes to exit a structure.

TIBA also provides a variety of ways for monthly patrons to enter and exit a structure. Patrons can use a generic proximity card (not proprietary like the current Skidata system) and there is an app for monthly parkers which allows them to use Bluetooth to enter/exit. There is also a barcode in the app that can be scanned and an option to type in your mobile phone number for access. Kiosks are stainless steel to prevent rusting, can be branded if desired, and are voice activated to help patrons understand how to interact with the kiosk. TIBA's customer interface was preferred by the APC over the Flash interface. This is important to point out as the City seeks to simplify patrons' interactions with parking equipment.

In addition, Traffic and Safety is the value added servicer and reseller for TIBA equipment. They have a long and reputable history of servicing parking equipment in the state of Michigan. In the event larger issues arise, TIBA has a customer support line and Traffic & Safety is also local and can be dispatched in a timely manner.

Lastly, TIBA estimates the installation time be about 2-3 months from the time a contract is signed to the time installation is complete. The current lead time is four weeks. Installation also includes training for all parking staff.

LEGAL REVIEW:

The City Attorney has reviewed and approved TIBA's executed agreement and response to the RFP and has no concerns as to form and content.

FISCAL IMPACT:

A total of \$1,019,480 was budgeted in the 2022-23 Automobile Parking System Fund to replace the parking equipment in each structure as follows:

Pierce	\$ 267,000
Park	175,780
Peabody	174,580
N. Old Woodward	185,000
Chester	<u>217,120</u>
Total	\$1,019,480

The current parking fund balance is \$23,293,934.00.

The proposal from TIBA is broken down into two portions, the equipment/hardware costs, and the software costs. The hardware costs total \$654,856. The software costs total \$169,720. Please see chart below for a detailed breakdown within each of these categories.

TIBA PARKING SOLUTIONS			
HARDWARE COSTS		SOFTWARE COSTS - 5 YR. AGREEMENT	
Equipment Cost from RFP	\$464,507.00	Base Cloud Fees	\$100,320.00
Installation Cost from RFP	\$125,417.00	eValidation Cloud Fees	\$5,400.00
Spare Parts (3 EMV Readers X \$1,00 ea.)	\$5,400.00	Zephire Cloud Fees	\$57,000.00
10% Contingency	\$59,532.00	Zephire One Time Setup Fee	\$7,000.00
Total Hardware Costs	\$654,856.00	Total Software Fees	\$169,720.00

Please note that the equipment/hardware costs include both a 10% contingency in the event that there are unforeseen issues during installation such as concrete work on islands or electrical issues due to the age of the garages, as well as extra parts and products to keep in stock. All hardware costs will be divided up and charged to each parking structure's Machinery and Equipment account.

All software costs noted in the chart include one time fees (base cloud fee and set up fee) as well as subscription costs covering a five year period. One time fees will be paid out of Other Contractual Services account 514.1.594.001.811.0000. Subscription costs will be paid annually and will be divided up and charged to each parking structure's Other Contractual Services account.

PUBLIC COMMUNICATIONS:

Notice was posted for the Advisory Parking Committee for the September 14, 2022 and October 12, 2022 meetings where the RFP for parking equipment and bid responses were discussed.

SUMMARY:

City Staff recommends the replacement of the current equipment and software with TIBA Solutions.

TIBA offers multiple forms of access (Bluetooth, barcodes, prox cards, etc.) for monthly patrons, allows patrons to pull a ticket or use a credit card on entry, improving the efficiencies of those entering the structures while also offering multiple forms of payment such as Apple, Google, tap to pay. TIBA's reporting and ability to sync with Cars.com and other monthly parking software will allow management to track occupancy rates and improve the monthly parker's experience. All of these changes will result in a more seamless guest parking experience.

ATTACHMENTS:

1. Signed copy of agreement with original RFP as Attachment A
2. Insurance Certificates from TIBA
3. TIBA's response to RFP

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with Traffic and Safety Control Systems for the purchase and installation of new TIBA parking equipment at all five City structures in the amount not to exceed \$654,856. Additionally, to approve a five-year agreement with Traffic & Safety Control Systems for software fees which include eValidations, monthly permit management system and required equipment software in an amount not to exceed \$169,720 and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

AGREEMENT OF (PARKING ACCESS AND REVENUE CONTROL SYSTEM)

THIS AGREEMENT is entered into this 30th day of June, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Traffic & Safety Control Systems, Inc. (name of party) a Michigan Corporation (Corporation, P.C., LLC, etc.), whose address is 48584 Downing, Wixom, MI 48393, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires a proposal for **PARKING ACCESS AND REVENUE CONTROL SYSTEM**; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PARKING ACCESS AND REVENUE CONTROL SYSTEM**.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **PARKING ACCESS AND REVENUE CONTROL SYSTEM** posted 6/10/2022, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

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

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

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

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services

provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Traffic & Safety Control Systems, Inc.
48584 Downing
Wixom, MI 48393
Attn: Robert Puhr

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

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

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

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

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the

Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 6/30/2022, to the City's Request for Proposals dated June 10, 2022 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor 6/30/2022 (date of response) response, the terms of this Agreement shall prevail.

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

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

Contractor

By: [Signature]
Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 30th day of June, 2022, before me personally appeared Keith Hay, who acknowledged that with authority on behalf of Traffic Safety Control Systems, Inc. to do so he/she signed this Agreement.

Robin A. Giesey
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 4-28-2023

ROBIN A. GIESEY
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 28, 2023
Acting in the County of Oakland

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

ATTACHMENT A



REQUEST FOR PROPOSAL (PARKING ACCESS AND REVENUE CONTROL SYSTEM)

Sealed proposals endorsed “**PARKING ACCESS AND REVENUE CONTROL SYSTEM**”, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until June 30, 2022 at 2:00 pm, at which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all labor, equipment, material and supervision necessary for the Parking Access and Revenue Control System. This work must be performed as specified in accordance with the specifications contained in the Request for Proposal (RFP).

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

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	June 10, 2022
Deadline for Submissions:	June 30, 2022 at 2:00 pm
Contact Person:	Officer Gina Moody 151 Martin Street Birmingham, MI 48009 Phone: (248) 530-1772 Email: gmoody@bhamgov.org



REQUEST FOR PROPOSAL (PARKING ACCESS AND REVENUE CONTROL SYSTEM)

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INTRODUCTION

For purposes of this RFP the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor.”

The City is accepting sealed bid proposals from qualified professional firms to submit a proposal for a **PARKING ACCESS AND REVENUE CONTROL SYSTEM**. This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this RFP.

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated that the selection of a firm will be completed by August 15, 2022. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the agreement by the City.

REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide a **PARKING ACCESS AND REVENUE CONTROL SYSTEM**.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than June 30, 2022 at 2:00 pm to:

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

One (1) original and one (1) copy of the bid proposal shall be submitted. The bid proposal should be sealed in an envelope, which shall be clearly marked on the outside, **“PARKING ACCESS AND REVENUE CONTROL SYSTEM”**. Any bid proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements of this Request For Proposal.

INSTRUCTIONS TO CONTRACTORS

1. Any and all attached forms contained herein requesting information from the Contractor must be completed (see Contractor’s Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Officer Gina Moody, (248)-530-1772, gmoody@bhamgov.org, 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 bid proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to Contractors and general information sections. All bid proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the Contractor.
4. The contract will be awarded by the City of Birmingham, at our sole discretion, to the most responsive and responsible Contractor with the best value for the services being requested and the contract will require the completion of the work pursuant to these documents.
5. **Each Contractor shall include in his or her proposal, in the format requested, the cost of performing the work and total budget.** Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each Contractor shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
2. Contractor background and personnel qualifications.
3. Related experience with similar projects.
4. Overall costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems to be in the best interest of the City.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

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

CONTRACTOR'S RESPONSIBILITIES

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

1. Completed and signed forms requested for completion within this RFP, including:
 - a. Agreement (Attachment A)
 - b. Bidder's Agreement (Attachment B)
 - c. Cost Proposal (Attachment C)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment D)
2. A description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget.
3. A project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.
4. A description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

5. A list of sub-contractors and their qualifications, if applicable.
6. Three (3) client references from past projects, including current phone numbers. At least two (2) of the client references should be for similar projects.
7. The Contractor shall be responsible for the disposal of all material and any damages which occur as a result of any actions by employees or sub-contractors of the Contractor during this project.
8. The Contractor shall be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
9. The Contractor with the successful bid shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

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 Contractor agrees to certain dispute resolution processes/limitations in accordance with paragraph 19 of the Agreement attached as Attachment A.

INSURANCE

The successful Contractor is required to procure and maintain certain types of insurances in accordance with paragraph 11 of the Agreement attached as Attachment A.

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

All proposals submitted must include a signed Agreement as provided in Attachment A. The Contractor whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties.

INDEMNIFICATION

The successful Contractor shall indemnify the City and various associated persons in accordance with paragraph 10 of the Agreement attached as Attachment A.

CONFLICT OF INTEREST

The successful Contractor is subject to conflict of interest requirements/restrictions in accordance to paragraph 17 of the Agreement attached as Attachment A.

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

Submitted to MITN: June 10, 2022

Deadline for Submissions: June 30, 2022 at 2:00 pm. Bids publicly opened 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2nd floor.

Award of Bid: August 15, 2022

Project Kickoff: September 2022

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

BACKGROUND

The City of Birmingham owns and operates five parking structures providing over 3,500 parking spaces for public use in the Central Business District. There are currently twenty-three (23) Skidata machines in operation, eleven (11) machines used at the entrances and twelve (12) machines used at the exits.

Location	Entry Lanes	Exit Lanes	Reversible Lanes	Total Kiosks
333 Pierce	3	3	0	6
222 Peabody	1	1	1	4
333 Park	2	2	0	4
333 N. Old Woodward	2	2	0	4
180 Chester	1	2	1	5

The following rates apply at all five locations:

Less than 2 hours	Free
Less than 3 hours	\$2
Less than 4 hours	\$4
Less than 5 hours	\$6
Less than 6 hours	\$8
More than 6 hours	\$10

SCOPE OF WORK

PART 1 - GENERAL

1.1 SUMMARY

The objective of this RFP is to procure a new installed and fully functioning entry and exit parking access and revenue system at each of the Parking Facilities identified in this RFP. As such, Contractors must include all necessary civil, electrical, mechanical, and administrative services as well as equipment and other hardware necessary to deliver a fully functioning system. This includes, but is not limited to, loops, conduit, electrical wiring, communication cabling, concrete work, wire/cable terminations, and installation of any necessary parking equipment components to all the Parking Facilities and to the parking office, located in the Chester Street Parking Structure, servers, computers, software, equipment installation and movement, provision and installation of bollards and/or other protective devices, training, testing, programming, set-up services, and ongoing support service. The installation must be scheduled to allow for continuous, revenue-collecting operations at each of the Parking Facilities.

1.2 SYSTEM DESCRIPTION

A. INNOVATION

The Parking Access Revenue Control System (PARCS) shall incorporate an innovative technology through application programming interfaces (API) to add features and capabilities as they are developed. Provide your system's ability to supply, integrate or interface with each of the following:

1. Additional payment systems, for prepayments as well as to pay for an open parking session;
2. Digital payment solutions for transient parkers as well as digital credential solutions for monthly parkers;
3. External reservation systems;
4. Rate/hours/occupancy inquiries; and
5. Mobility Hub Solutions
 - a. EV charging systems;
 - b. Bicycle and scooter staging, service, rental, and retrieval;
 - c. Staging support for Transportation Network Companies; and
 - d. Valet parking

B. MANAGEMENT SOFTWARE:

1. The Management Software will be Cloud-based and the number of concurrent, active sessions shall not be limited.
2. Management Software should not require the need to install software or licensing on any computer or tablet. This must be accessible from any computer or mobile device by using any web browser.
3. The system must have the ability to provide an accurate count of the number of cars and spaces available. Additionally, the system must have the ability to

shut down the entry kiosk once the maximum parking capacity has been met. The option to disable transient entry and still allow monthly parkers and third-party reservations to enter is a must.

4. System must have an availability and uptime of 99.9%. Software updates and upgrades required for the life of the system must be included and shall not interfere with operation of the system.
5. System must have an open application programming interface (API) architecture to allow third party systems to share data to and from the system and third-party systems both live and via batching.

C. REPORTS

1. The System software must be capable of providing multiple reports, and reporting data must be available for the life of the system.
2. Reports shall include but are not limited to:
 - a. eValidation Detail by Date Dept and Validator (validations);
 - b. Location Transaction Detail (transaction details);
 - c. Revenue Summary (revenue totals);
 - d. Occupancy Percentage Per Hour (occupancy by ticket type); and
 - e. Shift Summary

This is not expected to be a complete list of all reports that will be available or needed. Contractor shall describe available reports.

3. The report module shall be accessible via web browser and provide real time reports in both PDF and XLS format, as well as CSV and MS Excel formats.

D. SYSTEM DASHBOARD

The system must have a browser-based management platform representing data points showing occupancy, revenue, and equipment health. Dashboard will contain, at a minimum, the following configurable widgets:

1. Average occupancy duration to display average occupancy duration in minutes for specified date.
2. Average occupancy duration by location -Display average occupancy duration by location for specified date.
3. Daily Average Occupancy Duration -Display average occupancy duration in minutes for the specified date range.
4. Daily Entries & Exits -Display total entries and exits per day.
5. Daily peak occupancy by ticket- Display daily maximum occupancy.
6. Daily Revenue and Key Statistics – Display revenue, transactions, average revenue per transaction and average revenue per day, as well as daily revenue for a pre-set period of time.
7. Daily revenue by parker – Display daily total revenue by parking type.
8. Daily revenue by ticket – Display total daily revenue by standard ticket type.
9. Equipment health – Display equipment status for each lane device.

E. PAYMENT CARD INDUSTRY

1. It is preferred that the Contractor is a PCI DSS Level 1 Service Provider. If the Contractor is not a Level 1 Service Provider, please describe how this

- requirement will be met.
2. All Contractor -provided aspects of the credit card processing subsystem shall be PCI-compliant, such that no Contractor -provided product or solution will prevent the City from achieving PCI compliance in its parking operation.
 3. All Contractor shall validate PCI DSS Compliance on an ongoing basis through a certificate or letter and Report of Compliance provided by a Qualified Security Assessor, subject to an annual assessment in order to remain PCI DSS compliant.
 4. Any software upgrades or software changes required to maintain PCI compliance through the warranty period and any extensions, including optional maintenance contracts shall be included in the cost proposal as described herein, or shall be provided at no additional cost.

F. PARCS OPERATION

1. The PARCS should be a fully functioning system and provide the features described below:
 - a. The PARCS shall require that devices such as ticket dispensers, card readers, and exit terminals, are armed by a loop detector before a transaction can be started and therefore not allow the gate to open without first being armed by a loop detector unless accessed by a remote vend via an app.
2. Contract/Monthly Operations
 - a. Entry/Exit Controls: Parking access control shall be through the Parking Management System. For entering and exiting the garage Monthly Parkers shall be required to present a credential that identifies authorized vehicles. Credentials shall include the following:
 - i. Prox-Cards
 - ii. Bluetooth technology
 - iii. Interactive Voice Response (IVR)
 - iv. Barcode/QR Code
 - v. Pin Code
 - b. Once the System verifies an authorized credential, the barrier gate will lift, allowing the vehicle to enter, or exit the garage. The entrance barrier gate will be primed for automatic closure after the vehicle has passed over the closing loop. Once the vehicle has cleared the loops, the barrier gate closure will begin.
3. Visitor Entry Operations
 - a. Visitors will use either of the following means for obtaining a ticket and entering the garage.
 - i. Depress the ticket-issuing button on the entry station and pull a time and date stamped machine-readable encoded ticket.
 - ii. While on the arming loop, present their hand in front of a touchless, motion actuated ticket-issuing mechanism on the entry station and pull a time and date stamped machine-readable encoded ticket.
 - b. Upon removal of the ticket, the barrier gate will open and allow the

- vehicle to enter the parking facility. Activation of the entry station shall disable the card reader until the entrance cycle has been completed.
- c. Equipment shall also provide ticketless solutions such as credit card in, credit card out, pre-paid reservations and third-party applications.
- d. Contractor shall describe other ticketless solutions that they offer
- 4. Visitor Exit Operations
 - a. Each Exit Pay Station (EPS) shall have the ability to calculate a payment fee, accept a credit card and/or other electronic payment methods, i.e. Apple Pay, Google Pay, Text to pay and Scan to pay and allow for the patron to contact support via an intercom station.

1.3 WARRANTY PERIOD

- A. A two-year parts warranty following the issuance of the Notice of Substantial Completion is required. Contractor shall describe System Warranty and Preventative Maintenance Services options in fulfilling the warranty requirement.
- B. System Warranty shall include all labor, material, transportation, and support service costs required to maintain the continuous operation of the entire system as outlined in the warranty terms.

1.4 EXTENDED WARRANTY PERIOD

- A. Upon request, Contractor will provide an Add Alternate price to provide Extended System Warranty and Preventative Maintenance Services for an additional one (1), two (2) and three (3) year periods following termination of the original Warranty Period.

PART 2 – PRODUCTS

2.1 PARKING MANAGEMENT SYSTEM

- A. The Parking Management System shall consist of all hardware and software for access and revenue control functionality necessary to manage the parking facility as outlined in this document.

2.2 SOFTWARE

- A. Revenue Management Module: The Revenue Management Module shall provide, but not be limited to, the following features and functionality for Visitor Parking:
 - 1. Capture real time transaction details for entry stations, exit stations, and other visitor parking control devices.
 - 2. Change rates and validations remotely.
 - 3. Search and review ticket transactions by facility, ticket number, entry date and exit date or status.
- B. Count and Monitoring Functions: The Count and Monitoring functions shall provide occupancy levels/percentages for multiple locations.
- C. Access Control Module: The Access Control Module shall provide the capability to change reader parameters, add, delete, and edit time/day schedules for cardholders. The module shall have search capabilities that will allow searches by card number, name, access group, account, vehicle, and status.
- D. Monthly Card Access Threshold: The Monthly Card Access Threshold functionality

shall provide for the issuance of access cards to a group of contract parkers and have the ability to set occupancy limits. When the group reaches the limit all other cards in the group are automatically locked out. When occupancy drops below the threshold the system shall allow additional cardholders to access the facility. The proposed solution shall allow a tenant to be issued a specific number of valid cards above the threshold they are paying for. The solution shall allow any of the cards into the facility up to the preset threshold. Additionally, the solution shall provide reporting of the number of cards/vehicles over the threshold and in the garage at any time.

- E. PARCS Software shall provide integration as described below:
 - 1. Ability to export data to real time API connections.
- F. All equipment shall be online and equipment alarms shall be managed and monitored online.
- G. Credit Card Processing:
 - 1. The Contractor shall provide a list of credit card payment gateway providers that are certified for use with the solution being proposed for this project.
 - 2. If Europay, Mastercard and Visa (EMV) is a requirement in this RFP, the PARCS shall comply with the standards effective at the time of implementation, including fully compliant EMV readers.
 - 3. The maximum authorization time from credit card read to clearinghouse authorization shall be no more than six (6) seconds.
 - 4. The following types of credit card payments shall be accepted (as approved by City):
 - i. VISA
 - ii. MasterCard
 - iii. American Express
 - iv. Discover
 - v. Bank debit cards
 - 5. The Contractor shall provide a PARCS that can be upgraded to EMV enabled credit card processing and provide costs for any applicable processing fees and necessary reader up-grades if EMV is chosen.
 - 6. EMV Credit Card reader to include Near Field Communication (NFC) reader capable of reading and accepting payments from “chip” credit cards, and NFC enabled mobile devices such as (but not limited to) Apple Pay, Samsung Pay, PayPal and Google Wallet.
 - 7. The Contractor shall provide a mobile application which allows parkers to use QR code or Bluetooth technologies to vend the gate.

2.3 PROXIMITY CARD READER ACCESS SYSTEM

- A. The Proximity Card Reader (CR) System shall be designed to incorporate state-of-the-art technology for flexibility, performance, and longevity. The System shall include the necessary hardware and software to provide a complete access control system.
- B. Proximity card readers shall read user credentials without physical contact, process card encoded data and output data to the access system controller resulting in instructions to allow/ deny access.
- C. Proximity CR's shall be installed in kiosks that feature an integrated intercom, LED screen and ability to accept a secondary type of credential for access.

2.4 BLUETOOTH READER ACCESS SYSTEM

- A. The Bluetooth Reader (BR) Access System shall be integrated into the kiosk without requiring modification to the cabinet.

2.5 INTERCOM SYSTEM

- A. The system must provide a Voice over Internet Protocol (VoIP) Intercom System for two-way communications between the parking equipment and the Parking Office, or other location designated by the City.

2.6 VISITOR PARKING SYSTEM

- A. Each Entry Station shall dispense individual entry tickets by electronically encoding and printing the entry information on the parking ticket.
- B. Main Features: Entry Station (ES)
 - 1. Each ES shall issue a ticket via touchscreen, employ touchless technology and only allow insertion of a credit card if a vehicle is present on the arming loop.
 - 2. Each ES shall have a ticket stock capacity of 1,000 or more printed tickets while simultaneously offering the ability for unlimited digital tickets via Credit Card (CC) insertion or inputting phone number.
 - 3. Each ES shall be equipped with a low-ticket indicator that is activated when the ticket supply reaches a pre-set threshold. Once the pre-set threshold has been reached, the low-ticket indicator will be actuated and alert the parking operations team.
 - 4. Each ES shall be capable of recognizing when it has issued an invalid ticket.
 - 5. Each ES shall meet ADA (American Disabilities Act) standards and requirements.
 - 6. Each ES shall have a built-in scanner for scanning bar-coded credentials.
 - 7. Each ES shall have the capability to accept credit card-in/credit card-out transactions.
- C. Main Features: Exit Pay Station (EPS)
 - 1. Each EPS shall accept the parking ticket, confirm if the ticket has been validated and the patron is exiting within the programmed lag-time and vend the barrier gate (BG). If the lag-time has expired or the ticket has not been validated, the EPS will process the ticket and calculate the parking fee due. The EPS shall have the capability of accepting a credit card for payment. Additionally, the EPS shall accept credit card for credit card in/credit card out transactions. The same credit card shall not be required for payment on exit for credit card in/credit card out transactions.
 - 2. Each EPS shall have the following features and functionality:
 - i. Real-time clock synchronization with the cloud-based system.
 - ii. Automatic Daylight-Saving Time adjustment.
 - iii. Printer to print receipts.
 - iv. Provide an audio file that is played upon activation.
 - v. Ability to accept credit cards for payment.
 - vi. Access door with a locking mechanism.
 - vii. Dip style credit card reader.

- viii. RFID scanner that reads and verifies RFID credentials.
- ix. Receipt printer that provides printed receipts for all transactions that includes:
 - i. Configurable header;
 - ii. Transaction number;
 - iii. Exit lane number;
 - iv. Entry date/time and exit date/time;
 - v. Length of stay;
 - vi. Parking fee;
 - vii. Validation or discount amount;
 - viii. Payment type;
 - ix. Credit card type; and
 - x. Last 4 digits of the credit card number.

2.7 CONTRACT/MONTHLY PARKING SYSTEM

- A. Entry station equipped card readers (CR), Bluetooth (BT) reader shall be provided and installed as noted on the drawings and equipment list summary. CR's shall read user credentials, process card or tag encoded data and output data to the access system controller resulting in instructions to allow/ deny access. Each CR reader shall communicate and transmit data to the System back office.
- B. Main Features: Card reader (CR), Bluetooth reader (BT):
 - 1. Each CR, BT reader shall grant ingress or egress to/from the facility, only with a valid credential, when a vehicle is present on an arming loop. Each standalone CR, BT only lane shall have an intercom station (IS) for communication to the parking/security office, or other location designated by the City.
 - 2. Each CR shall meet ADA (American Disabilities Act) standards and requirements.
 - 3. Each CR, BT Reader shall only grant ingress or egress access to the facility when the access card or tag are not in anti-pass back violation mode.

2.8 VALIDATION SYSTEMS

- A. The online validation solution shall provide the following features and functionality:
 - 1. Provide line-item pricing for an Online Validation System. The validation system shall be capable of validating tickets using any internet enabled device, without the requirement to install any software or license.
- B. The Standalone Desktop Validator, shall provide the full features and functionality:
 - i. Line-item pricing per device. A standalone Validator shall be capable of applying a validation directly on tickets.
 - ii. Powered by standard electrical wall outlet, no connectivity to the PARCS System back office required. An Internet connection is required for this device. The validator does not need to be on the PARCS network.
 - iii. Ability to apply validation directly to ticket.
 - iv. Provide City configurable validations based on time discounts, dollar value discounts, and percentage discounts.

2.9 BARRIER GATE AND VEHICLE DETECTORS

- A. Per the background section of this RFP, the two reversible lanes will require reversible barrier gates (BG) and shall be capable of being selectively programmed for two-way operation with the entry stations, exit stations, fee computers and card readers. All BG must be capable of being vended from a remote location. The BG shall be activated by a signal from an access or revenue control device. BG shall be manufactured with the gate down height not more than thirty-five (35) inches to prevent vehicles from passing under the arm.
- B. Vehicle Loop Detector System: Provide self-tuning electronic detector with adjustable detection patterns, adjustable sensitivity and frequency settings, and panel indicator light designed to detect presence or transit of a vehicle over an embedded loop of wire and to emit a signal activating a gate-arm operator. An automatic closing timer with adjustable delay before closing, timer cut-off switch, and vehicle loop detector designed to open and close gate arms shall be provided.

2.10 Monthly Parking Software:

- A. Provide a fully integrated monthly parking solution.
- B. Monthly Parking Solution shall have the following features and functionality:
 - 1. Cloud Based
 - a. Lot Capacity and Availability
 - b. Reporting without pulling accounting from day to day operations
 - c. Customer information and payment records
 - 2. Automated System Start to Finish
 - a. Automating Customer applications and tracking of information
 - b. Ability to automate invoicing and charges, including live tracking and updating transactions.
 - c. Automated email communications
 - 3. Intuitive Digital Design
 - a. Check parking availability and prices online
 - b. Easily request a space
 - c. Log back in to update information and access payment records; and
 - 4. Single Source of Information
 - a. Manage parker applications and information
 - b. Track billing and invoicing on customer records
 - c. Capability to run variety of reports

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Contractor shall provide an inventory of on-site spare parts as required by City.
- B. Contractor shall provide and install all necessary conduit, and cabling, unless provided by others.
- C. Communications network infrastructure cabling from each entry and exit location shall have direct “home run” conduit connectivity to the System back office.
- D. Any equipment not listed, but required to meet the performance specifications, shall be included in the bid.

- E. Manufacturer/Installer of the PARCS shall provide the following:
 - 1. Installation diagrams and details for setting mounted equipment.
 - 2. Templates for setting mounted equipment and bollards.
 - 3. Templates and cast-in inserts to anchor free standing equipment to the curbs and bases.
 - 4. Electrical wiring diagrams and details.
 - 5. Electrical installation requirements.
 - 6. Electrical power requirements.
- F. The System shall be installed to meet the following requirements:
 - 1. Incorporate features that minimize requirements for preventive maintenance, failure correction, and performance verification.
 - 2. Provide for unobstructed access to equipment components as permitted by basic design constraints.
 - 3. Minimize requirements for special tools and test equipment. Provide for easy removal and replacement of component items.
 - 4. Provide for ease of performance verification and failure detection, while minimizing effort required for adjustment.
 - 5. The system installation shall be neat and workmanlike with all circuitry well labeled.
- G. Maintenance of the equipment will include activities that are necessary to meet the conditions of the Warranty as described herein.
- H. Equipment: Installation shall include supply, delivery, unloading, setting, anchoring, control wiring installation and wiring termination, and start-up of all PARCS equipment, including operating software. The Contractor shall be responsible for providing a complete and working system.
- I. Wiring for Data - Communications and Electrical Devices: The Contractor shall pull all wires for data and communication requirements. Conduit runs from each device back to each termination location point, shall be the responsibility of the City. The Vendor will make final wire connections of all equipment. Electrical devices and other necessary devices or interfaces required to provide a fully functional and operational System shall be included as part of the work.
- J. Loop Installation: Contractor shall saw cut and install all loops, one-inch-deep (maximum) and no less than ½ inch deep (to top of loop wires) as required and as shown on the Drawings for slab on grade installations. For structured slabs, Contractor must verify location of slab tendons and reinforcing prior to saw cutting to avoid damaging post tensioned slab tendons. All loop cuts will be reviewed and approved by the City prior to any work being done. All loop locations will be illustrated on a drawing and supplied to the City upon request of the City or immediately after the selection process is complete.
- K. Permits: The City or its designated contractor shall obtain all permits required for the site work/civil scope of work, from the governing agencies having jurisdiction over this project.

3.3 TESTING

- A. All equipment is to be pre-tested before shipment in the presence of a City representative. Shipment will not occur without the approval of the City's representative.

The test should consist of all modes of operation as identified by this Parking System Specification. Test will be comprised, but not limited to the following:

1. Entry Lanes
2. Exit Lanes
3. Automatic Pay Station
4. Access Control System
5. Prox
6. Bluetooth
7. Pay in Lane
8. Intercoms
9. Remote Management Service Connectivity
10. Electronic Validation
11. Gates

3.4 SYSTEM TRAINING

A. Contractor shall provide thirty hours (30) minimum of training time during a one-month period, followed by another fifteen hours (15) of refresher training to be scheduled within 60 days of acceptance. Per day pricing for additional training shall also be included.

B. Contractor shall maintain records of the training periods given. Any part of the initial period of 45 hours training not utilized prior to the end of system commissioning shall be available for future training of the City during the first twelve months of operation.

C. Contractor shall offer the option of additional periods of training, each period being of a maximum of 20 hours, at any time during the first five (5) year period of equipment maintenance.

D. Before acceptance of the systems, Contractor must train city parking management personnel, in the use of the system, including proper use of all parking system equipment, data base management and report generation software, supervisor functions and capabilities, and the use of audit functions. Contractor must submit a schedule for training to parking management for approval one month prior to the start of acceptance testing.

Attachment A

AGREEMENT OF (PARKING ACCESS AND REVENUE CONTROL SYSTEM)

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

WHEREAS, the City desires a proposal for **PARKING ACCESS AND REVENUE CONTROL SYSTEM**; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PARKING ACCESS AND REVENUE CONTROL SYSTEM**.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **PARKING ACCESS AND REVENUE CONTROL SYSTEM** posted _____, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

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

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

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

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services

provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:

Attn: _____

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

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

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

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

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the

Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated June 10, 2022 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ (date of response) response, the terms of this Agreement shall prevail.

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

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

Contractor

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

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

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

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For PARKING ACCESS AND REVENUE CONTROL SYSTEM

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it. The Contractor agrees to specifically provide all services and documents as delineated in the Scope of Work unless otherwise noted and agreed to by the City of Birmingham
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 C - COST PROPOSAL
For PARKING ACCESS AND REVENUE CONTROL SYSTEM

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

PRICING

HARDWARE	
SOFTWARE	
INSTALLATION	
WARRANTY	
OTHER	
TOTAL COST	

Firm Name_____

Authorized signature_____

Printed Name_____

Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For PARKING ACCESS AND REVENUE CONTROL SYSTEM

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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

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

PRODUCER Eastern Michigan Agencies Inc 24220 Jefferson Ave St. Clair Shores MI 48080	CONTACT NAME: Stacie Stultz PHONE (A/C, No, Ext): (586) 778-9900 FAX (A/C, No): E-MAIL ADDRESS: sstultz@emainsurance.com																					
INSURED Traffic and Safety Control Systems Inc 48584 Downing St Wixom MI 48393-3501	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Fire Ins Co</td><td>19682</td></tr><tr><td>INSURER B:</td><td>Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER C:</td><td>Hartford Casualty</td><td>29424</td></tr><tr><td>INSURER D:</td><td>Accident Fund of Michigan</td><td>10166</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Ins Co	19682	INSURER B:	Trumbull Insurance Company	27120	INSURER C:	Hartford Casualty	29424	INSURER D:	Accident Fund of Michigan	10166	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:	Hartford Casualty	29424																				
INSURER D:	Accident Fund of Michigan	10166																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 22-23**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:	Y	Y	35UUNGA7770	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	35UENGA8145	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			35RHUGA7489	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equipment			35UUNGA7770	03/01/2022	03/01/2023	Limit \$50,000

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

The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are included as Additional Insured on the General Liability and Auto Liability. 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.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham 151 Martin Street Birmingham MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2022

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

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

PRODUCER Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23841
--	--	------------------------

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 053414678 MI	07/01/2022	07/01/2023	PER X STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Traffic & Safety Ctrl Sys Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Traffic & Safety Ctrl Sys Inc is an alternate employer under this policy.

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham 151 Martin Street Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jo Phillips</i>
---	--

ACORD 25 (2016/03)

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RESPONSE TO RFP FROM TIBA



Traffic & Safety Control Systems, Inc.

Traffic and Safety Control Systems INC
Response to:

City of Birmingham

RFP – PARKING ACCESS AND REVENUE CONTROL SYSTEM

Due Date June 30, 2022 at 2:00pm



Traffic & Safety Control Systems, Inc.

June 30, 2022

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

RE: Response to : RFP – PARKING ACCESS AND REVENUE CONTROL SYSTEM

Dear City Clerk,

Traffic and Safety Control Systems, INC is please to submit this formal response to the City of Birmingham's RFP – PARKING ACCESS AND REVENUE CONTROL SYSTEM. Traffic and Safety Control Systems has fully reviewed the RFP document. We are confident that the proposed TIBA solution will exceed the needs stipulated in the RFP and will provide the City of Birmingham with a state-of-the-art parking control system with reliable performance, robust reporting software, and a focus on evolving with technology that enhances both parking operations and the customer experience.

Traffic and Safety Control Systems is a Michigan licensed corporation with main offices located at 48584 Downing, Wixom, MI 48393. Traffic and Safety has over 48 years experience installing and supporting parking systems / parking operators throughout Michigan. We are proud to serve the largest operations in Michigan including The Ann Arbor DDA, The City of Lansing, University of Michigan, Wayne State University, City of Detroit, Huntington Place Convention Center, Ford Field and the Bedrock/Quicken Loans locations in downtown Detroit.

For this proposal process, Rob Puhr is the designated as the Traffic and Safety Control Systems point of contact. Please direct all correspondence and questions relating to this submittal to :

Rob Puhr
Traffic and Safety
Sales Representative
248-249-5254
jrobp@trafficandsafety.com

Sincerely,

Rob Puhr
Sales Representative
Traffic and Safety Control Systems, Inc.



Traffic & Safety Control Systems, Inc.

As outlined on page 4, Instructions to Contractors , item 6:

Firm Name; Traffic and safety Control Systems, Inc.

Address: 48584 Downing

City: Wixom

State: Michigan

Zip Code: 48393

Telephone Number: 248-348-0570

Fax Number: 248-348-6505

Contact Individual Information:

Rob Puhr

48584 Downing

Wixom, Michigan 48393

248-249-5254

jrobp@trafficandsafety.com

As outlined on page 5, Contractors Responsibilities, item 1 A. to D.:

Please find these completed documents attached to this response.

As outlined on page 5, Contractors Responsibilities, item 2:

Completed Projects:

Ann Arbor DDA - 7 Parking Decks and 1 Surface Lot

The installation comprised 35 lanes of TIBA X60 equipment like we are proposing for your system.

Ford Field - 1 Parking Deck and 3 Surface Lots

The installation comprised 13 lanes of TIBA X60 equipment like we are proposing for your system.

City of Lansing - 3 Parking Decks and 1 Surface Lot

This installation comprised 25 lanes of TIBA X30 equipment.



Traffic & Safety Control Systems, Inc.

As outlined on page 5, Contractors Responsibilities, item 3:

The project timeline will be as follows:

- After receipt of a signed agreement and down payment equipment procurement will be 4 to 6 weeks.
- Equipment staging and system programming will be 2 weeks.
- Demolition of existing equipment and installation of new equipment will be 7 weeks.
- System training and acceptance will be 2 weeks.

Traffic and Safety will use a collaborative process during the entire process to ensure a smooth transition from the old system to the TIBA system. We will work to ensure a minimum of disruption to normal day to day to your parking system. It is our intention to meet regularly with your representative to schedule installation processes that will meet the above stated goals.

We will be available to perform the work according to your proposed timeline.

As outlined on page 5, Contractors Responsibilities, item 4:

Traffic and Safety has over 48 years experience installing and supporting parking systems and parking operators throughout Michigan. We are proud to currently serve many parking operations in Michigan including the Ann Arbor DDA, Michigan State University, City of Traverse City, City of Kalamazoo, University of Michigan, Wayne State University, Grand Valley State University, City of Detroit, Ford Field, and the City of Lansing..

Traffic and Safety prides itself on working with our clients to understand their parking related challenges and goals. We take a customized approach to maximize the value of a parking system. We work with our technology vendors to provide a custom solution to address the challenges of the environment and meet the requirements of the user(s). Our technicians are highly skilled, factory trained, QIR Certified by the PCI Council, and customer service oriented. As the largest parking focused distributor in Michigan, Traffic & Safety is a full-service provider carrying the finest state-of-the-art parking access control systems.

Traffic and Safety is a Michigan based company with a fully trained installation, service, and sales team. We do not subcontract our installation or service work. We are here ready, willing, and able to meet your parking needs, from the beginning to the end.

Below you will find the list of key personnel:

Keith Hay Jr. - President Traffic & Safety Control Systems

Robert Puhr - Sales Representative Traffic & Safety Control Systems



Traffic & Safety Control Systems, Inc.

Tony Jaworowski - Engineer Traffic & Safety Control Systems
Kliff Ciszewski - Service Manager Traffic & Safety Control Systems
John Botica - Installation Manager Traffic & Safety Control Systems

Robert Puhr - Sales Representative

Education: Michigan State University Business Administration
31 Years with Traffic and Safety Control Systems, Inc. - Sales & Installation Manager
37 Years experience in CCTV, Access and Security Systems - Sales
Michigan Parking Association Board of Directors
Dale Carnegie Sales Training

Tony Jaworowski – Engineer

Degree/Education: Lawrence Tech University – Electrical Engineering
34 Years with Traffic and Safety Control Systems, Inc.
Proficient in AutoCAD for preparation of project drawings from initial project layout - final wiring schematics.
Certified on numerous parking & access equipment including (but not limited to) Amano, TIBA, Transcore, DSX
Access Systems, Magnetic Automation
Experienced in implementing communications infrastructures including RS485, RS422 and wireless technologies
Proficient in programmable controller and human interface design implementation for customized applications or to provide compatibility between equipment of different manufacturers.

Kliff Ciszewski – Service Manager

Degree/Education: Oakland Community College Electronics Engineering
26 Years with Traffic and Safety Control Systems, Inc.
17 Years experience in Access and Security Systems
LTC CCTV Certification Installation and Service
Trained and certified on various parking and access supplier equipment including (but not limited to) Amano, Tiba, Transcore, DSX Access Systems, Magnetic Automation
Experienced in implementing communications infrastructures including RS485, RS422 and wireless technologies
Proficient in basic networking and implementation of software based solutions, deployment and support.

John Botica – Installation Manager

Degree/Education: Associate Electrical Engineering
18 Years with Traffic and Safety Control Systems, Inc.
15 Years experience in CCTV, Access and Security Systems



Traffic & Safety Control Systems, Inc.

Trained and certified on various parking and access supplier equipment including (but not limited to) Amano, TIBA, Transcore, DSX Access Systems, Magnetic Automation
Experienced in implementing communications infrastructures including RS485, RS422 and wireless technologies
Proficient in basic networking and implementation of software based solutions, deployment and support

A Qualified Integrator & Reseller (QIR) is an organization that is authorized by the PCI Security Standards Council to "implement, configure and/or support" PA-DSS payment applications. The PCI Council lists all QIRs on its website. Visa now requires its merchant acquirers to:

- Verify that all Level 4 merchants acquired since April 1, 2016 are using QIR providers for POS application and terminal installation and servicing; and
- Verify that, by January 31, 2017, all of the Level 4 merchants within their portfolios are using QIRs.

Traffic and Safety has a team of qualified and experienced technicians. Included (below) is a list of Traffic and Safety QIR certified technicians employed at Traffic and Safety.

1. Robert Lauer - Installation & Service Technician
2. David Woniewski - Installation & Service Technician
3. Anthony Jaworowski - Electrical Engineer
4. Jeffery Rohde - Lead Service Technician
5. Kliff Ciszewski - Service Manager
6. John Botica - Installation Manager
7. Guy Donovan - Installation Technician'
8. Johnnie Simon - Installation & Service Technician
9. Jason Klock - Service Technician

As outlined on page 5, Contractors Responsibilities, item 5:

We will not be using subcontractors for our installation or service. We are local.

As outlined on page 5, Contractors Responsibilities, item 6:

Ms. Jada Hahlbrock
Ann Arbor DDA
734-417-5713(M)

Ms. Traci Shell
City of Lansing
517-483-7821(M)



Traffic & Safety Control Systems, Inc.

Major Patrick Frederick
Department of Veteran Affairs, Jon Dingell Medical Center - Detroit
313-576-4378(O)

Please contact me if I can be of further assistance with this RFP Response.

Sincerely,

Robert Puhr
Sales Representative

Attachments: A,B,C, and D

City of Birmingham Response to PARCS RFP.doc

AGREEMENT OF (PARKING ACCESS AND REVENUE CONTROL SYSTEM)

THIS AGREEMENT is entered into this 30th day of June, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Traffic & Safety Control Systems, Inc. (name of party) a Michigan Corporation (Corporation, P.C., LLC, etc.), whose address is 48584 Downing, Wixom, MI 48393, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires a proposal for **PARKING ACCESS AND REVENUE CONTROL SYSTEM**; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PARKING ACCESS AND REVENUE CONTROL SYSTEM**.

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

- 1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Proposal for **PARKING ACCESS AND REVENUE CONTROL SYSTEM** posted 6/10/2022, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").
- 2. TERM:** This Agreement shall have a term of one year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date.
- 3. TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.
- 4.** Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services

provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Traffic & Safety Control Systems, Inc.
48584 Downing
Wixom, MI 48393
Attn: Robert Puhr

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

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

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

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

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the

Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 6/30/2022, to the City's Request for Proposals dated June 10, 2022 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor 6/30/2022 (date of response) response, the terms of this Agreement shall prevail.

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

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

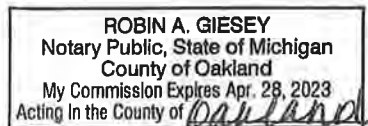
Contractor

By: Keith Hay
Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 30th day of June, 2022, before me personally appeared Keith Hay, who acknowledged that with authority on behalf of Traffic Safety Control Systems, Inc. to do so he/she signed this Agreement.

Robin A. Giese
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 4-28-2023



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For PARKING ACCESS AND REVENUE CONTROL SYSTEM

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it. The Contractor agrees to specifically provide all services and documents as delineated in the Scope of Work unless otherwise noted and agreed to by the City of Birmingham
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.

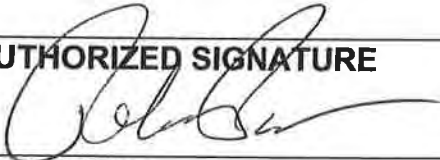
PREPARED BY
(Print Name) Robert Puhr

DATE
6/30/2022

TITLE
Sales Representative

DATE
6/30/2022

AUTHORIZED SIGNATURE



E-MAIL ADDRESS
jrobp@trafficandsafety.com

COMPANY
Traffic & Safety Control Systems, Inc.

ADDRESS
48584 Downing, Wixom, MI 48393

PHONE
248-348-0570 x204

NAME OF PARENT COMPANY
N/A

PHONE
N/A

ADDRESS
N/A

ATTACHMENT C - COST PROPOSAL
For PARKING ACCESS AND REVENUE CONTROL SYSTEM

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

PRICING

HARDWARE	\$464,507.00
SOFTWARE 5 YR TOTAL CLOUD FEES	\$90,000.00
INSTALLATION	\$125,417.00
WARRANTY	2 YRS. INCLUDED IN INSTALLATION COST
OTHER	N/A
TOTAL COST	\$679,924.00

LINE ITEMS:

eValidation Cloud Fees: \$5,400.00 (Total Fees for 5 Years)

Desktop Offline Validator: \$1,358.00 each

Monthly Parking Customer Portal: One Time Setup Fee \$7,000.00

Total 5 Year Cloud Fees: \$55,500.00

Firm Name Traffic & Safety Control Systems, Inc.

Authorized signature 

Printed Name Robert Puhr

Date 6/30/2022

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For PARKING ACCESS AND REVENUE CONTROL SYSTEM

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

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

PREPARED BY
(Print Name) Robert Puhr

DATE
6/30/2022

TITLE
Sales Representative

DATE
6/30/2022

AUTHORIZED SIGNATURE



E-MAIL ADDRESS
jrobp@trafficandsafety.com

COMPANY
Traffic & Safety Control Systems, Inc.

ADDRESS
48584 Downing, Wixom, MI 48393

PHONE
248-348-0570 x204

NAME OF PARENT COMPANY
N/A

PHONE
N/A

ADDRESS
N/A

TAXPAYER I.D.# 38-2035760

MC-60

PARCS MASTER CONTROLLER



FAST

- Embedded centralized processing unit for facility device management and standalone operation
- Local storage of facility rates, validations, reservations, cardholder database, device programming information, and up to 65,000 transactions
- Compact, slim design for installation in a lane device, office or other network/data location
- Ability to process thousands of data transactions, events, and device status details



FLEXIBLE

- Processes transactions without dependency on PARCS management software (cloud or on-premises)
- Handles and processes revenue, count, cardholder transactions as well as validations and reservations
- High-resolution 7" color touch screen panel for easy configuration
- Easily connects anywhere on the local network (native TCP/IP and/or RS-485)
- Includes local cardholder database for off-line standalone operation



CREDIBLE

- FCC, CE, UL, CSA certified
- PCI 3.2 compliant
- O/Sless embedded technology, no reliance on other operating systems

About the New TIBA X60 Series

- Smarter and faster than ever with new product architecture.
- Increased security to protect your data
- Flexibility in connectivity using native TCP/IP and RS485
- User engagement through extra-large, high contrast touch screen
- Easy to install, service, and maintain
- TIBA - Seamlessly mix X30 and X60 series devices
- Modern technology. More features lower cost of ownership

*Disclaimer: Not all features are available or standard in all regions. Check with your local TIBA representative for availability.

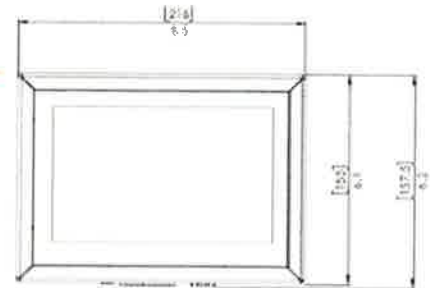
MC-60 MASTER CONTROLLER

FEATURES

Customer Display	7.0" high-resolution color touch screen display
Design	Low profile, slim
Placement	Designed for inside a server room or into an edge device

OPERATIONS

Processor	Embedded industrial controller
Communication and Network	TCP/IP Ethernet, or RS-485 Communication
Built-In Clock	Lithium-ion battery
Remote Monitoring	Real-time transaction and event monitoring via Facility Management System



HOUSING

Construction	Aluminum
Measurements	8.5" (21.6 cm) W; 6.2" (15.7 cm) D; 1.84" (4.6 cm) H
Color (Housing)	Black



ELECTRICAL

Current	3A (Max)
Power Consumption	Up to 15W

ENVIRONMENTAL CONDITIONS

Operating Temperature	32° to 122°F (0° to 50°C)
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REGULATORY

Safety	UL 60950-22, UL62386-1 CAN/CSA-C22.2 No. 623681-1 EUROPE EN55032, EN55024 AUS CISPR32
EMC	CE, FCC Part 15, Subpart B, Class B



MC-60 PARCS MASTER CONTROLLER

The Fog Computing Layer that
leaves the other Platforms lost in
the Clouds



FAST

- Fog Computing removes latency and application failures associated with plain Cloud Computing
- Quickly processes and distributes thousands of data transactions, events, and statuses from hundreds of devices
- Distributed infrastructure for quick decisions, efficient data storage, processing, and analysis



FLEXIBLE

- Keeps all devices communicating and fully operational without dependency on the cloud
- Handles and processes validations, cash and credit transactions, and count data
- All-inclusive cardholder database for full offline standalone operation, control, and accountability
- Easily connects anywhere on the local network via native ethernet
- Cross compatible, Forward and Backward, with all TIBA platforms (X30 & X60)



CREDIBLE

- No 3rd party Operating Systems
- Embedded technology and Low power consumption
- Massive storage = 99K transactions
- PCI 3.2 compliant
- FCC, CE, UL, CSA certified

About the New TIBA X60 Series.

- Smarter and faster than ever with new product architecture.
- Increased security to protect your data.
- Connectivity using native TCP/IP and RS485.
- User engagement through extra-large, high contrast touch screen.
- Easy to install, service, and maintain.
- Backward compatibility. Seamlessly mix X30 and X60 devices.
- New technology. More features at a lower cost of ownership.

MP-60

ENTRY STATION



FAST

- High-speed ticket issuance mechanism for fast vehicle throughput
- Supports ticketless entry via phone number, credit card, proximity card, barcode credential, and Bluetooth
- High-resolution 10.1" color touch screen supports: ticketless, rate display, prepay options, and help services
- Up to 5,000 tickets in one paper roll
- Embedded Voice Over IP intercom and Pinhole IP camera



FLEXIBLE

- Numerous credit card solutions including: Mag-Stripe, P2PE EMV with or without pin pad, and NFC
- Various access credentials include: LPR, HID Proximity, Mifare, Mag-Stripe Room Key, QR barcodes, BLE, AVI, and drivers license
- Controls barrier gates, electronic signage, lane counts, and more
- Surge protection built in



CREDIBLE

- Rugged, tamper-resistant stainless steel housing
- O/S less embedded technology
- FCC, CE, UL, CSA certified
- PCI 3.2 compliant
- ADA compliant



About the New TIBA X60 Series.

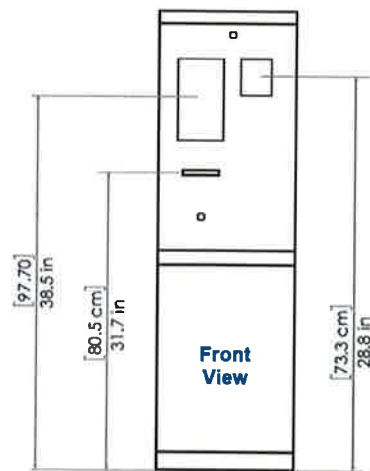
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- Increased security to protect your data.
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MP-60 ENTRY STATION

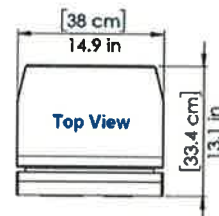
FEATURES

Driver Instruction Display	10.1" high-resolution color touch screen display
Ticket Issuing	Thermal ticket printer, roll supports up to 5,000 paper tickets
Card Holder Access	Bluetooth, Proximity, Mifare, AVI, barcode
LPR Imaging	Supported
Barcode Scanner	Reads multiple barcode formats - 1D & 2D, QR, PDF417, and more. Supports various barcode credentials via mobile device or paper
Data Line Surge Protection	Built-in
Heater and Thermostat	Supported
Hotel Room Keys	Supported
Pin Hole Camera	Built-in
Intercom	Built-in VoIP



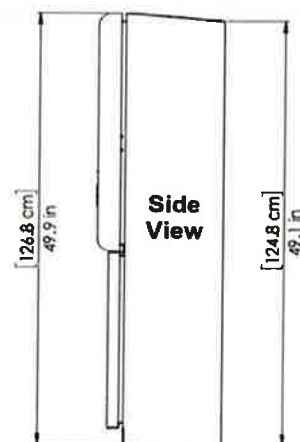
OPERATIONS

Processor	High-speed embedded industrial processor
Operating System	O/S Less
Communication and Network	Native TCP/IP Ethernet, or RS-485 Communication
Built-In Clock	Lithium-ion battery
Off-Line Operation	Off-line functionality supported
Remote Monitoring	Real-time transaction and events monitoring via Facility Management System



HOUSING

Construction	Stainless steel
Measurements	14.9" (37.8 cm) W; 12.4" (31.5 cm) D; 49.9" (126.7 cm) H
Weight	Dependent on components selected
Color (Housing)	Standard: White RAL 9010
Faceplate	High-grade epoxy-based TIBA standard or custom design
Locks	Keyed device lock



ELECTRICAL

Voltage	100-240 VAC, 50-60 HZ
Current	6.5A approximate max. (with heater)
Power Consumption	640W (with heater)

ENVIRONMENTAL CONDITIONS

Operating Temperature	-4° to 122°F (-20° to 50°C) with heater
IP Rating	54

REGULATORY

Safety	UL 60950-1:2007 CAN/CSA-C22.2 No. 60950-1-07
EMC	CE, FCC Part 15, Subpart B, Class B



USA
2228 Citygate Drive
Columbus, Ohio 43219

ISRAEL
17 Hamefalsim Street
Petah-Tikva, Israel 4951251

T: +1 (614) 328-2040 F: +1 (614) 864-2153
866-901-8883 Toll Free

T: +972-3619-9777 F: +972-3-905-4306

www.tibaparking.com • info@tibaparking.com

SW-60

EXIT STATION



FAST

- In-lane ticket processing & pay station designed for high-throughput unattended parking operations
- Supports ticketless exit via phone number, credit card, proximity card, barcode credential, and Bluetooth
- Calculates and displays parking fees
- High-resolution 10.1" color touch screen supports: ticketless, rate display, prepaid options, and help services
- Prints patron receipt on demand
- Embedded Voice Over IP intercom and Pinhole IP camera



FLEXIBLE

- Numerous credit card solutions including: Mag-Stripe, P2PE EMV with or without pin pad, and NFC
- Various access credentials include: LPR, HID Proximity, Mifare, Mag-Stripe Room Key, QR barcodes, BLE, AVI, and drivers license
- Supports validation barcode stickers and coupons, reservations, and vouchers
- Controls barrier gates, electronic signage, lane counts, and more
- Surge protection built in



CREDIBLE

- Rugged, tamper-resistant stainless steel housing
- O/S less embedded technology
- FCC, CE, UL, CSA certified
- PCI 3.2 compliant
- ADA compliant



About the New TIBA X60 Series.

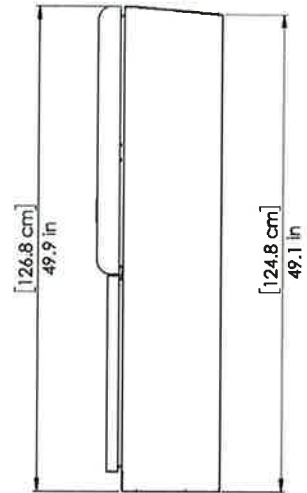
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- User engagement through extra-large, high contrast touch screen.
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SW-60 EXIT STATION

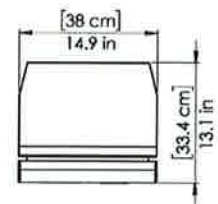
FEATURES

Driver Instruction Display	10.1" high-resolution color touch screen display
Ticket Verifier	Barcode scanning or motorized barcode ticket reader
Card Holder Access	Bluetooth, Proximity, Mifare, AVI, barcode
LPR Imaging	Supported
Barcode Scanner	Reads multiple barcode formats - 1D & 2D, QR, PDF417, and more. Supports various barcode credentials via mobile device or paper
Receipt Printer	For receipts and lost tickets
Data Line Surge Protection	Built-in
Heater and Thermostat	Supported
Hotel Room Keys	Supported
Pin Hole Camera	Built-in
Intercom	Built-in VoIP
Credit Card Payments	Mag-Stripe, P2PE EMV with or without pin pad, NFC



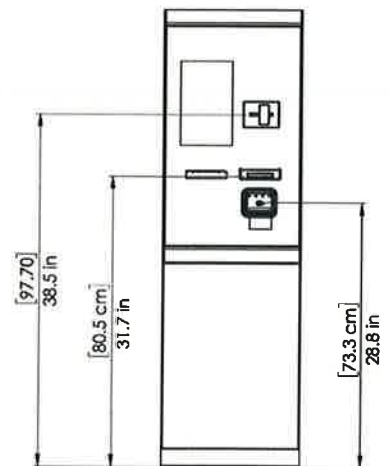
OPERATIONS

Processor	High-speed embedded industrial processor
Operating System	O/S Less
Communication and Network	Native TCP/IP Ethernet, or RS-485 Communication
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Locks	Keyed device lock

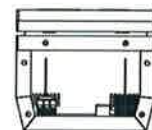


ELECTRICAL

Voltage	100-240 VAC, 50-60 HZ
Current	6.5A approximate max. (with heater)
Power Consumption	650W (with heater)

ENVIRONMENTAL CONDITIONS

Operating Temperature	-4° to 122°F (-20° to 50°C) with heater
IP Rating	54



REGULATORY

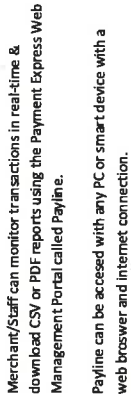
Safety	UL 60950-1:2007 CAN/CSA-C22.2 No. 60950-1-07
EMC	CE, FCC Part 15, Subpart B, Class B



USA
2228 Citygate Drive
Columbus, Ohio 43219

ISRAEL
17 Hamefalsim Street
Petah-Tikva, Israel 4951251

Tiba Payment Station



Message from Card Acceptor Device is DUKPT encrypted.



Connection Method
HTTPS sec.paymentexpress.com/pxml3/lonon 80443

Payment Express
Host & Card
Acceptor Device
exchange
message
encrypted using
DUKPT key.

Connection Method	TCP
	scr.paymentexpress

Payment Express PCI DSS v3.1 Certified Processing Environment

Payment Express PCI DSS v3.1 Certified Processing Environment

HSM decrypts the DUKPT message from Card Acceptor Device then encrypts message using Uplink Session Key and forwards to the Payment Express Host.

If a PIN block is present and encrypted using DUKPT, it is then translated between DUKPT and an Acquirer/Switch key using a PIN translation function on the HSM. If a PIN block is present and encrypted using Acquirer/Switch key, then the translation is not required.

Frontend Server/s

Host passes DUKPT encrypted message from Payment Express Card Acceptor Device to HSM for secure decryption.

Network Security

PXM13 Frontend

Host & Uplink exchange message encrypted using Uplink Session Key.

Uplink & Acquirer/Switch exchange message encrypted using

Connection Method

Acquirer / Switch

The transaction result will be passed all the way back to the POS Application.

Acquirer/Switch will process the transaction with the appropriate Card Issuer or Card Scheme.

If a PIN block is present and encrypted using DUKPT, it is then translated between DUKPT and an Acquirer/Switch key using a PIN translation function on the HSM. If a PIN block is present and encrypted using Acquirer/Switch key then no translation is required.

Host passes DUKPT encrypted message from Payment Express Card Acceptor Device to HSM for secure decryption.

Host & Uplink exchange message encrypted using Uplink Session Key.

SSL



ISM

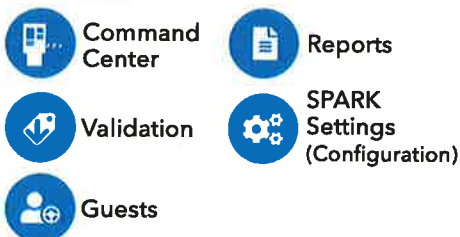
SPARK

The **TIBA SPARK Suite Platform** is cloud-based, web environment that allows parking operators and owners to control, manage, and monitor all their facilities from a central location. SPARK utilizes the successes of TIBA's SmartPark software, and expands the user experience in a streamlined and accessible way. SPARK can be accessed from any internet-ready device – from virtually anywhere in the world.

The architecture is built on the AWS platform and takes full advantage of modern, best-practice technology. It allows the platform to be fault-tolerant, highly available, and to be dynamically scalable – ensuring a better user experience. It will also serve as the architecture for future global and/or consumer-facing product offerings. TIBA holds true to our belief that data ownership stays with our customers.

SPARK expands on the mature, proven TIBA SmartPark logic engine. Controllers remain locally installed, and local/offline decision point integrity is maintained in our multilayered approach. This minimizes downtime and feature-loss when the internet isn't available. Connections from the local side to the platform are designed to be outbound only, eliminating the need for the owner to purchase static, public IPs. SPARK modules allow owners and operators to maintain control of all facilities with a single login.

SPARK MODULES



* Not all features are available or standard in all regions. Check with your local TIBA representative for availability.

FEATURES*

Cloud Architecture

- No need for static IP to SmartPark servers
- Easy remote access from anywhere

Easy Deployment

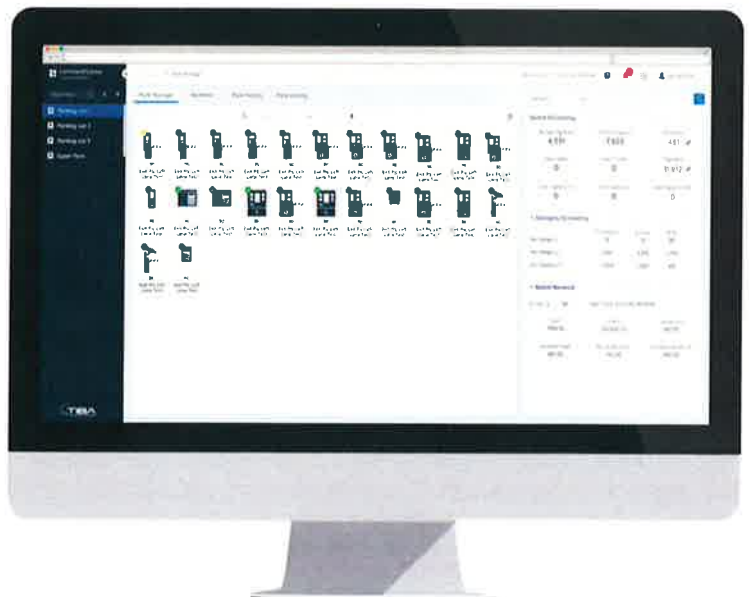
- New users join VIA email invite
- Features in the cloud update automatically

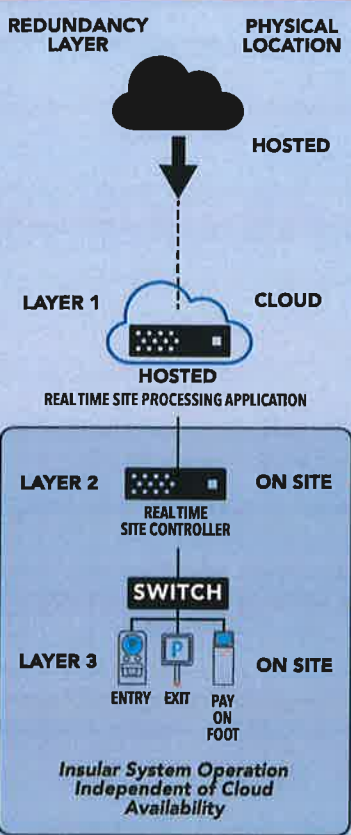
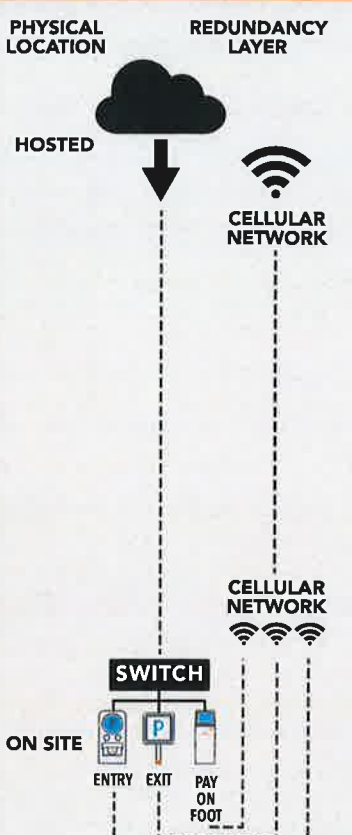
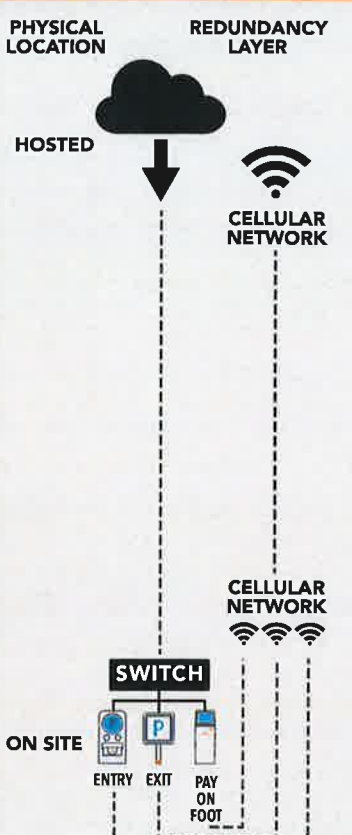
Keeps SmartPark Offline Capabilities

- Keeps operational independency on internet failure
- Auto recovery of failures

Microsoft Technology

AWS Cloud Services



SPARK Suite			Entry Level SaaS (OTHER SYSTEMS)		
	REDUNDANCY LAYER	PHYSICAL LOCATION	SYSTEM	PHYSICAL LOCATION	REDUNDANCY LAYER
	YES	HOSTED	System Independency from Cloud	NO	HOSTED
	YES		Triple Layer System Redundancy	NO	CELLULAR NETWORK
	YES		High Processing Speed	NO	
	YES	CLOUD	SOFTWARE	NO	
	YES	HOSTED	Multi-Tenant Web-Based SaaS	NO	
	YES		Multi-System Standard Integration Gateway (API)	NO	
	YES	ON SITE	EQUIPMENT	NO	
	YES		No O/S Industrial Embedded Controllers	NO	
	YES		PRICING	NO	
	YES		Scalable Licensing Model	NO	
			Lowest Cost of Ownership	NO	

The SPARK platform is compatible with all existing TIBA products. SPARK does rely on a minimum version of SmartPark. TIBA provides excellent backwards compatibility and support – bringing our latest internet enabled benefits to any member of the current TIBA family.

- TIBA has extensive experience designing Parking Systems that are effective at managing multiple TIBA sites with minimal staff/interaction in SmartPark.
- Built-in Resolver functionality boasts the ability to quickly react to customer needs and to dispatch for assistance.
- SPARK's detailed report generator engine provides useful, proactive data to management.

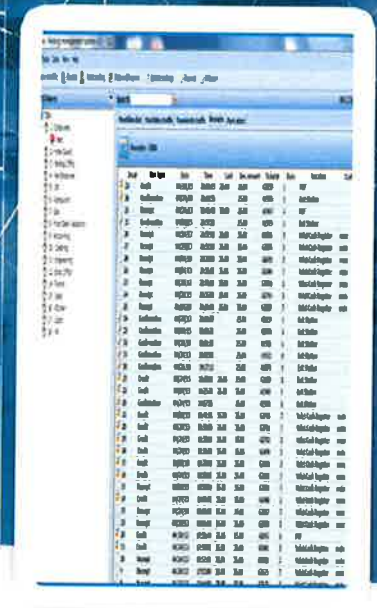
APPLICATIONS & USES



www.tibaparking.com

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SMARTPARK CLOUD



POWERFUL FACILITY MANAGEMENT HAS MOVED TO THE CLOUD

IOT DEVICES

- Built-in system redundancy
- Micro-Processor based hardware [not OS-based]
- Site Controller
- Identifies and authenticates seamlessly
- Dry relay control
- Robust touch screen interaction (x60)

CLOUD MANAGEMENT MODULES

- Validations
- Access Control/Bluetooth
- Reporting
- LPR
- Hotel PMS Integrations
- Pay by phone/Web reservations

Parking access today requires a wide range of controls and payment options that provide owners and facility managers the flexible solutions to bring in new business. SmartPark by TIBA, your enterprise parking access control solution has moved this powerful solution to the cloud.

Whether it's a single lane parking lot or a national coop of parking facilities, SmartParkCloud provides intuitive management, reporting and control. Your once grounded parking operations have moved into a flexible and robust parking ecosystem all backed by the power of AWS.

Take advantage of the latest and greatest technologies not only in LPR, AVI, QR, RFID and chip card, but leverage the power of IOT throughout your operations.

SmartParkCloud just took the best parking software on Earth and floated it to the cloud. Access your data anytime, anywhere with lightning fast results today.

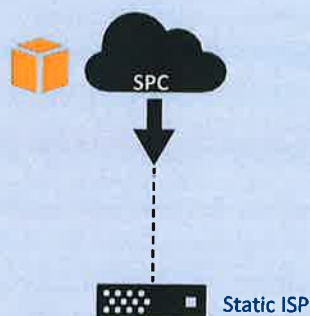


SmartParkCloud

Connecting Your Business
to the Technology Resources
You Need



SmartParkCloud



SmartParkCloud

Always on software platform
running on TIBA redundant
servers platform powered by
AWS

Local Redundancy

Always controlling your site
parking operation is the
Central Controller by TIBA
This non-OS device is the
fastest in the industry

Rapid Processing

Without an Operating System
in site your TIBA hardware is
built for speed
There is no hardware in the
world with faster TXN
processing power than TIBA

Optional Modules

eValidation

Your Cloud subscription for
eVal, if chosen upgrades your
eValidation capabilities to
Unlimited Accounts for one
single pricing point

Payments

Mag-Stripe PCI, P2Pe, EMV,
Contactless or Pay-by-Phone
your options are limitless and
bundled into a single
subscription

Integrations

Always a TIBA strongsuit your
Cloud can do any/all the
integrations of traditional
server on-site.

Provided by:

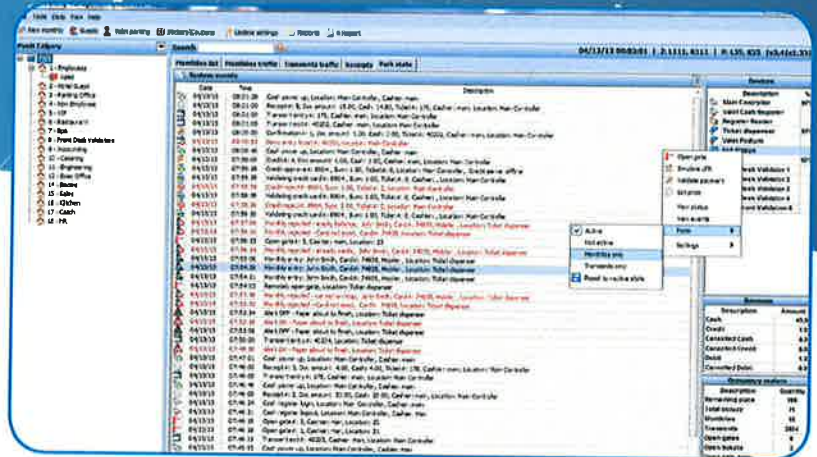
TIBA Parking Systems

2228 Citygate Drive
Columbus, Ohio 43219 USA
T: 614.328.2040
W: www.tibaparking.com



SMARTPARK MANAGEMENT SOFTWARE

TIBA SmartPark incorporates everything that property owners and managers need in a facility management system. SmartPark is reliable, flexible and feature-rich and does not require frequent and costly upgrades to remain operational. The ultra-user-friendly software provides straightforward solutions to operational challenges and can be custom tailored for any type of property: office building, hotel, medical center or a mix-use development. SmartPark is a scalable product from a single facility to an entire city parking system.



MONITORING AND CONTROL

With SmartPark, operators can monitor and control all aspects of their facilities including occupancy, system alarms, VMS signs, equipment status, and lane traffic. They can also open/close barrier gates, restart lane equipment, or even send a new fee to a pay station. Additionally key facility personnel can receive email alerts and/or reports for virtually any system activity.

APPLICATIONS & USES



Mixed usage
facilities



Municipal
properties



Airports,
other transport
facilities



Shopping
malls



Hotel,
Valet, event
operations



Residential,
commercial
complexes



Sport arenas,
convention
centers



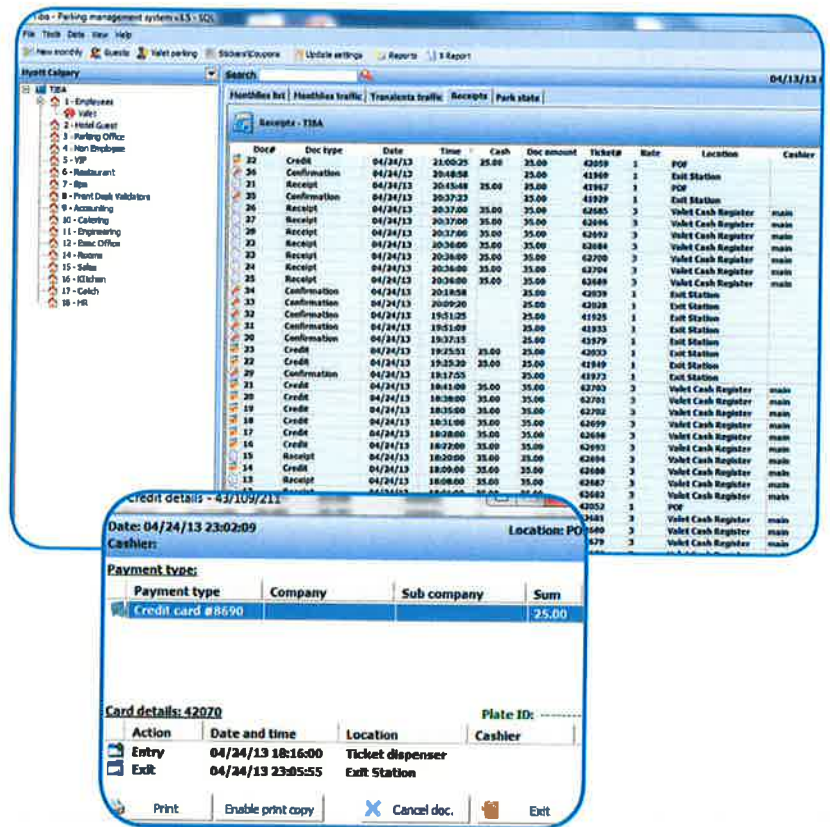
University,
medical
campuses

* Not all features are available or standard in all regions.
Check with your local TIBA representative for availability.

REVENUE MANAGEMENT

SmartPark is your turn-key facility management solution including real time transactions, ticket tracking, occupancy counts, alarm monitoring, parking rate programming, coupons, validations, zone counts, sign controls and much more.

View alarms, revenues transactions, equipment status, cardholder traffic, open tickets and facility occupancy from a single dashboard. See it all locally, on the web and from your smartphone. Validation and coupon management and production is made simple and cost effective with an integrated module that comes standard with SmartPark.



VALIDATION SOLUTIONS

TIBA SmartPark offers a wide range of intelligent validation solutions. In SmartPark, merchant accounts and sub-accounts are created in the database. An unlimited amount of merchant accounts can be created in SmartPark. Additionally the validation types are created, i.e. one-hour free, \$1 discount, or percentage discount, are created once and are available and can be utilized by any merchant account. After the validation profiles are created they are available for all applications including; barcode stickers, coupons (chaser tickets), QR codes, online desktop units, self-service units, off-line desktop units and for web client accounts.





ACCESS CONTROL

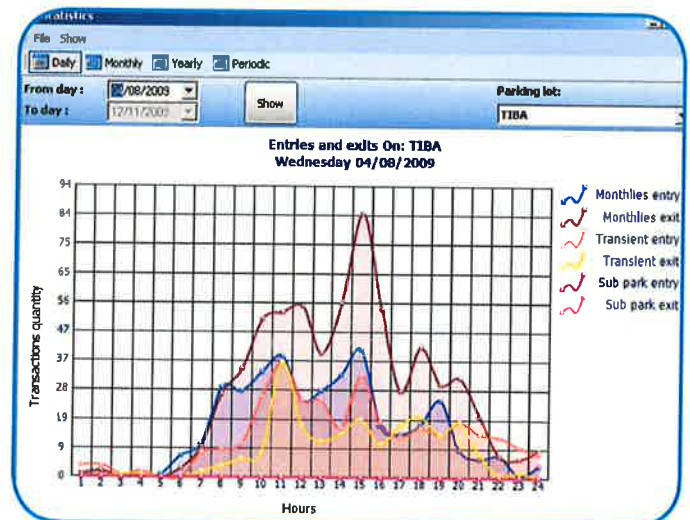
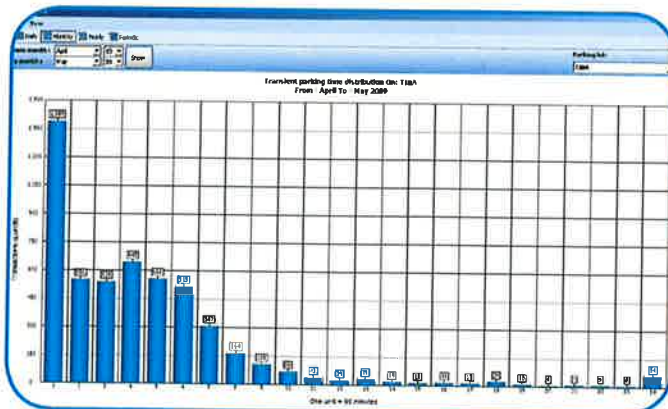
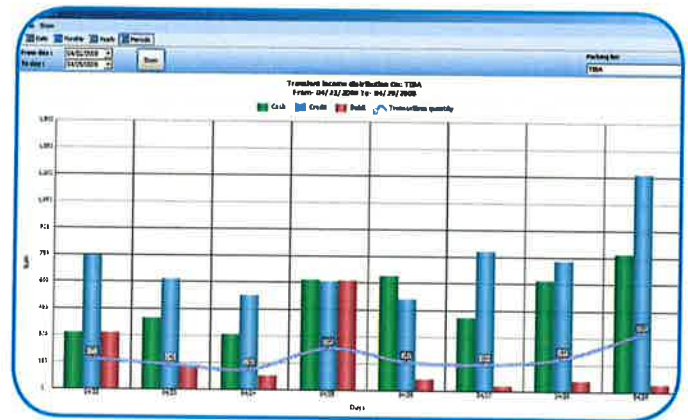
Parking access today requires a wide range of controls and billing options that provide owners and facility managers the flexible solutions to bring in new business. SmartPark is your enterprise parking access control solution. Whether it's a single, monthly contract account or an entire company, SmartPark provides intuitive access control management. Take advantage of the latest and greatest credential technologies such as LPR, AVI, QR and chip card, the choice is yours. SmartPark supports cardholder payments and value card re-charge at pay-on-foot stations in our standard product.

Standard Features:

- Debit/value card
- Tenant management
- Shared accounts
- Automatic activation
- Corporate accounts

REPORTING

SmartPark provides a full complement of reports for all aspects of your facility including transient, monthly, valet, hotel, pre-paid and event activity. TIBA SmartPark provides real-time revenue reporting on a local and enterprise scale. Additionally SmartPark tracks hourly occupancy, entry/exit statistics, transient transactions and contract activity. All reports can be exported to excel, word, PDF, text files and other formats.



ADDITIONAL MODULES



Valet Parking

SmartValet is your turn-key valet solution for off-site valet parking, valet-assist within a garage and front door hotel applications. SmartValet fully integrates valet parking and self-parking effectively and affordably. SmartValet tracks attendants, vehicles, revenue and overnight hotel guest parking.



LPR Systems

LPR Connect is your value added license plate recognition solution. LPR Connect is reliable, affordable and seamlessly integrates with Smartpark. LPR Connect is an excellent choice for airports, office buildings, shopping malls, mixed-use developments and universities.



Loyalty Programs

TIBA's frequent parker program allows owners to give patrons reward points for utilizing their facility(s). The system is configurable to award points based on elapsed time or dollars spent in the facility. The Loyalty program is web based and is branded with your company information.



Hotel Guest Solutions

HotelConnect is a seamless interface to the hotel property management system (PMS). The hotel authorizes parking at the front desk and insures that the guest is billed. The guest can then enter and exit the facility with their room key. TIBA also functions with the new RFID room keys.



Web Reservations

Pre-paid parking reservations is one of fastest growing programs in the industry. Whether you use a pre-paid service or have your own ecommerce website. TIBA can seamlessly integrate pre-paid web reservations with a single TIBA PARCS system location or an entire city.



Pay-By-Phone

Metropolitan areas throughout North America are introducing Pay-By-Phone as a payment option for parking fees. TIBA puts this option in the owner's hands to keep up with the competition. Whether it's a pre-paid reservation or a central payment option, TIBA is the smart choice for Pay-By-Phone.



www.tibaparking.com

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MOBILE ACCESS APP



We've Made Achieving an Engaged 'Touchless' Parking Experience Easier.

TIBA Parking Systems strives to constantly innovate to address market challenges and create value opportunities for our customers and their guests. As part of this commitment, we have addressed the market shift to deliver a more frictionless guest experience for parkers. Our technology team has responded with the TIBA Mobile Access App.

The Mobile Access App allows parkers to utilize Bluetooth technology to access parking facilities in a touchless, safe and secure manner. Using the app, parkers can simply download the TIBA Mobile Access App, tap their phones using Bluetooth connectivity to TIBA facility parking equipment, and seamlessly enter or exit parking facilities. No need to stop and scan badges or purchase tickets; simply enter, park and go.

A touchless and contact-free parking experience is becoming the standard for a safe and frictionless experience, and TIBA is pleased to deliver on this as part of our promise to deliver an Engaged Parking Experience.

APPLICATIONS & USES



Mixed usage facilities



Municipal properties



Airports, other transport facilities



Shopping malls



Hotel, Valet, event operations



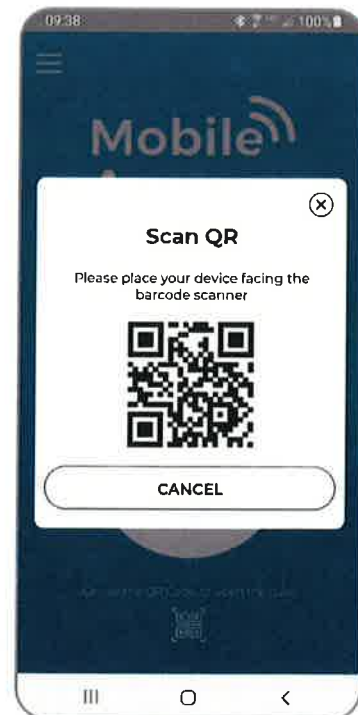
Residential, commercial complexes



Sport arenas, convention centers



University, medical campuses



* Not all features are available or standard in all regions. Check with your local TIBA representative for availability.

Why you and your guests will love TIBA Mobile Access

Safe and Easy to Use

After downloading the TIBA Mobile Access App, contract parkers can enjoy a completely frictionless experience from entry to exit, by simply pressing a button on their mobile device in the contactless safety of their vehicle, without ever having to roll down a window.

Reliable

The TIBA Mobile App Access uses the same Bluetooth technology to connect devices as other systems people use every day. This proven technology has become a part of daily life that your guests have come to rely on.

Streamlined Transactions and Operations

Bluetooth access allows more efficient transactions for parkers as they are able to enter and exit more quickly, thus minimizing bottlenecks at access points.

Easy to Implement

TIBA Mobile Access capabilities are already built into every TIBA parking device, so it is just a matter of turning it on in your facility. No additional equipment purchase is required.

Key Functionality

Minimal Credentialing

TIBA Mobile Access App provides "Ticket in/Ticket out" and "Card in/Card out" functionality by using the mobile phone – no additional credentials are required.

Full Management Visibility via TIBA SmartPark Platform

TIBA Mobile Access is fully integrated into the SmartPark cloud management platform for full admin capabilities as part of your overall PARCS management.

Multi-Facility Access

Allow patrons with Mobile Access App to be a "contract" parker at one/more facilities and be a "transient" parker at other facilities – all with the same app and profile.

"Light" App Experience

TIBA Mobile Access App only encrypts the phone number that downloads the app – does not require user to enter personal or payment data.

Virtual Ticket Capabilities

If the parker's mobile number is not in the database, the "virtual ticket" is created. Same phone number at the exit calculates fee and allows payment at TIBA exit devices.

TIBA eValidation Integration

eValidation includes "mobile number" field to allow electronic validations to be applied by entering the phone number used with the TIBA Mobile Access App.

TIBA Parking Systems is the leader of solutions for the parking and mobility industry. With the most advanced and flexible systems, TIBA products are simple, reliable and user-friendly. TIBA is wholly committed to an "Engaged Parking Experience" through a focus on superior products, providing the industry's most configurable solutions, and delivering a first-rate customer success partnership. TIBA's robust, scalable cloud architecture enables parking operators to leverage technology and market trends and unlock new revenue opportunity. TIBA serves parking operators and owners both directly and through an extensive network of value-added resellers. Visit www.tibaparking.com to learn more.

Contact TIBA Parking Systems today at www.tibaparking.com or 866.901.8883.

We will work together with you to get started on your path to an easy, innovative approach to achieving the best possible Engaged Valet Parking Experience.



www.tibaparking.com

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MOBILE CONTROL TIBA MOBILE APPS

TIBA's innovations simplify parking management for property owners, managers, merchants and end-users by providing better tools for the day-to-day operations. TIBA aims to give parkers a seamless parking experience from beginning to end.

With this easy to use app, the user selects a TIBA device, such as a Pay-On-Foot or Lane device and is prompted with a list of applicable actions to assist the customer. For example, open or close gate, validate a ticket, send a lost ticket fee, restore a copy of a damaged ticket, eject a jammed ticket and more... All in real-time.

TIBA's Mobile Control supports multiple facilities from a single mobile device, even if they are not physically connected to each other. Mobile Control is fully integrated with TIBA's SmartPark, giving operators comprehensive control and visibility over all activities.

TIBA Mobile Control, part of TIBA's system mobile apps, maximizes productivity and simplifies business processes. The Mobile Control app enhances user experience with the use of a smartphone or tablet. The app is compatible with both iOS and Android.



FEATURES*

- App can be used with multiple devices
- Control stations in multiple facilities
- Real-time monitoring of performed actions in SmartPark FMS
- Consolidated reporting for superior audit and control

* Not all features are available or standard in all regions. Check with your local TIBA representative for availability.

APPLICATIONS & USES



Mixed usage facilities



Municipal properties



Airports, other transport facilities



Shopping malls



Hotel, Valet, event operations



Residential, commercial complexes



Sport arenas, convention centers



University, medical campuses

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PRESENTS



The Zephire Portal

The innovative people-first public parking portal backed by real industry experts.



ZEPHIRE DEVELOPMENT & CLIENT SUPPORT

Our core mission is to ensure Zephire can serve any parking portfolio, on your terms.

We built Zephire in partnership with six (6) different operators, ranging in size from a local to a national parking management firm. We're also a consultancy, which means we offer client support, guidance, and education that is unmatched in the industry.

As part of the Zephire solution, we have level 1, 2, 3 help desk support, a comprehensive training plan for onboarding, just-in-time education materials embedded in Zephire, and all upgrades and future system enhancements will be distributed to the entire Zephire community – all in the spirit of ensuring our clients leverage Zephire to its fullest potential.



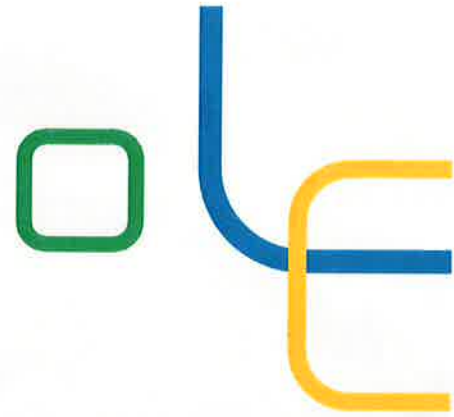
PARKER PORTAL

Parkers take charge with the ability to sign up and manage their accounts with minimum support required, even less if operators are leveraging smartphone credential technology. Zephire's account management functionality also allows customers to transfer locations, add new locations, and/or have one account that spans across multiple locations. As they move, so does their parking invoicing and credential history



REPORTING

Bye-bye downloading multiple reports to knit together a consolidated picture in Excel! Zephire's reporting can easily present data at the lot, city, region, multi-location, and company level. In addition, reports – such as Key Card Reconciliation – are now easily produced for both the billing and access sides. This means manual keying and visually scanning reports to find key card discrepancies goes away.



ADMIN PORTAL

Operator users can do everything parkers and group admins can do in the customer facing portals and much, much more! Manage location and account details, process invoicing, post payments, and send messages to parkers and group account admins. All of the portals are cloud based and linked in real time everywhere else – no extra steps required!



GROUP ADMIN PORTAL

This portal allows group and tenant lease administrators to review their monthly parking account activity whenever they'd like.



USER PERMISSIONS

Our user roles can have four (4) different levels of permission, by page, in the Administrator and Group portals. In addition, operators can create as many different user roles as they wish, including their clients and group account admins.



PARKER BILLING

Zephire has a built in Accounting calendar that allows you to establish dates for invoicing, due date, automatic payment processing, and late fees. In addition, you can send out one off invoices throughout the month for things like new parker pro-rations and validation charges. Once one of the 7 pro-ration settings is assigned to a location, Zephire does the work for you in terms of calculating charges and credits during sign up and cancellation.



ORGANIZATIONAL HIERARCHY

The Zephire platform allows each operator to organize locations to mirror their internal structure, customizing data points for a location and its operational staff. This feature lends itself well to reporting functionality and organizational changes. For example, any time a parking firm moves an operations manager, re-organizes portfolios, etc., Zephire will follow these changes without a disruption in data history at the manager or location level.

Provided to you by:



The industry experts that put people first.

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tibaparking.com
info@tibaparking.com
2228 Citygate Dr. | Columbus, OH 43129



MOBILE VALIDATION TIBA MOBILE APPS

TIBA's innovations simplify parking management for property owners, managers, merchants and end-users by providing better tools for the day-to-day operations. TIBA aims to give parkers a seamless parking experience from beginning to end.

With this easy to use app, the user taps the QR icon to start scanning the entry ticket. Once the ticket's QR code is scanned, the app identifies the ticket's facility and brings up a list of validations authorized for that user. When the discount type is selected, the discount is applied in real time to the ticket. All TIBA PARCS devices recognize the validation, calculate the new parking fee and update the ticket balance accordingly.

TIBA's Mobile Validation supports validations to multiple facilities from a single device. Mobile Validation is fully integrated with TIBA's SmartPark.

TIBA Mobile Validation, part of TIBA's system mobile apps, maximizes productivity and simplifies business processes. The Mobile Control app enhances user experience with the use of a smartphone or tablet. The app is compatible with both iOS and Android.



FEATURES*

- App can be used with multiple devices
- New Merchant or Validation types are easily programmable in SmartPark FMS
- Customized validations for multi-tenant/ multi-store facilities
- Reporting for individual businesses
- Consolidated reporting for superior audit and control

APPLICATIONS & USES



Mixed usage facilities



Municipal properties



Airports, other transport facilities



Shopping malls



Hotel, Valet, event operations



Residential, commercial complexes



Sport arenas, convention centers



University, medical campuses

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www.tibaparking.com



MEMORANDUM

Engineering Department

DATE: October 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer
Scott D. Zielinski, Assistant City Engineer

SUBJECT: 770 S. Adams / FHS Birmingham Construction Staging Area and Construction Coordination Agreement

INTRODUCTION:

The applicant for FHS Birmingham at 770 S. Adams is requesting the use of the City's right-of-ways as part of their construction staging area. City Staff recommends a Construction Staging Area and Construction Coordination Agreement between the City, FHS Birmingham L.L.C., and Frank Rewold & Sons to outline the rights and obligations of using the City's right-of-way on S. Adams Road, Haynes Street, S. Worth Street, and the 16' public alley between S Worth Street and S. Adams Road.

BACKGROUND:

770 S. Adams was previously two separate parcels: 770 S. Adams and 100 Haynes Street. On August 15, 2022, the City Commission approved the lot combination. FHS Birmingham L.L.C., the owner of 770 S. Adams, has received approval to demolish the existing buildings and construct a 4-6 story mixed-use building with retail and residential uses.

FHS Birmingham L.L.C. is requesting to use portions of the City's right-of-way on S. Adam Road, Haynes Street, S. Worth Street, and 16' public alley for a portion of their construction staging area during the construction of the new building through December 31, 2024. City Staff recommends an agreement between the City, FHS Birmingham L.L.C., and Frank Rewold & Sons to reconstruct S. Worth Street and the 16' Public Alley, and proposed streetscape improvements on S. Adams Road and Haynes Street at their costs.

LEGAL REVIEW:

The City Attorney has reviewed and approved the proposed Construction Staging Area and Construction Coordination Agreement between the City, FHS Birmingham L.L.C., and Frank Rewold & Sons, Inc.

FISCAL IMPACT:

There are no proposed fiscal impacts to the City. All the proposed improvements on S. Adams Road, Haynes Street, S. Worth Street, and the 16' public alley between S. Worth Street and S. Adams Road will be completed at the expense of FHS Birmingham L.L.C. and/or Frank Rewold & Sons, Inc.

PUBLIC COMMUNICATIONS:

There have been previous public meetings during the site plan approval process. City Departments have met with FHS Birmingham L.L.C., and Frank Rewold & Sons, Inc. concerning coordination, and the City has approved their logistic plans. Any additional required construction communication is the responsibility of FHS Birmingham L.L.C., and Frank Rewold & Sons.

SUMMARY:

City Staff recommends that the City Commission approve the attached Construction Staging Area and Construction Coordination Agreement with FHS Birmingham L.L.C. and Frank Rewold & Sons, Inc. to ensure the proper use of the City's right-of-way for construction staging and final restoration of City property.

ATTACHMENTS:

- 770 S. Adams / FHS Birmingham Construction Staging Area and Construction Coordination Agreement with Exhibits

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with FHS Birmingham L.L.C. and Frank Rewold & Sons, Inc. for the coordination of construction activities related to 770 S. Adams on S. Adams Road, Haynes Street, S. Worth Street, and the 16' public alley and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT

THIS CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT (the "Agreement") is made this _____ day of _____ 2022 (the "Effective Date") by and between the CITY OF BIRMINGHAM, a Michigan municipal corporation (the "City"), whose address is 151 Martin Street, Birmingham, MI 48009, FHS BIRMINGHAM L.L.C., a Michigan limited liability company ("FHS"), whose address is c/o Soave Enterprises L.L.C., 3400 E. Lafayette Street, Detroit, MI 48207, and FRANK REWOLD & SONS, INC., a Michigan corporation ("Frank Rewold and Sons"), whose address is 303 E. Third Street, Suite 300, Rochester, MI 48307.

RECITALS

- A. FHS is the owner of certain properties located at 1000 Haynes Ave. and 770 S. Adam Road, Birmingham, Michigan (the "FHS Parcel") upon which FHS will demolish two existing buildings and construct a new six (6) story building that will include six (6) stories of multi-family dwelling units along with a five-story parking deck (the "Building"), commencing in the fall of 2022 with a planned completion date of fall of 2024. The FHS Parcel's eastern border runs parallel with and adjacent to S. Adams Road, the FHS Parcel's northern border runs parallel with and adjacent to Haynes Street, the FHS Parcel's west border runs parallel with and adjacent to S. Worth Street, and the FHS Parcel's southern border runs parallel with and adjacent to a 16' Public Alley. The legal description of the FHS Parcel is attached as Exhibit A.
- B. S. Adams Road, Haynes Street, S. Worth Street, and the 16' Public Alley are all public rights-of-way owned by the City of Birmingham.
- C. All construction on the FHS Parcel will be completed by Frank Rewold and Sons and/or its subcontractors. Representatives of FHS and Frank Rewold and Sons have met with the City to coordinate the construction activities relating to the demolition of the two (2) existing buildings and the construction of the Building. In order to construct the Building, it will be necessary to secure a construction staging area for storage and staging during demolition and construction, which area will be located on a portion of the FHS Parcel and a portion of the public rights-of-way located on S. Adams Road, Haynes Street, S. Worth Street, and 16' Public Alley, as shown on Exhibit C attached hereto (the "CSA").
- D. As FHS and/or Frank Rewold and Sons will be occupying the portion of the CSA located on a portion of the public alley rights-of-way that are situated on a portion of S. Adams Road, Haynes Street, S. Worth Street, and the 16' Public Alley, it will be necessary for FHS and/or Frank Rewold and Sons to perform a complete streetscape and reconstruction of S. Worth Street and the 16' Public Alley in such portion of the CSA, at their sole cost, after construction of the Building is complete, in accordance with the plans detailed on Exhibit B attached hereto.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals above are hereby incorporated into and made a part of this Agreement.
2. Construction Staging Area. The City shall permit FHS and/or Frank Rewold and Sons and its subcontractors and suppliers to utilize public property on, over, across, and along S. Adams Road, Haynes Street, S. Worth Street, and 16' Public Alley as the CSA in accordance with Exhibit C. FHS and/or Frank Rewold and Sons shall be responsible, at their own expense, for the installation and maintenance of signs, barricades, fencing, and gates to enclose the CSA and to prohibit access to the staging area by the public. FHS and/or Frank Rewold and Sons shall utilize Jersey barriers with 6' high chain link fencing with privacy screening mounted on top to enclose the CSA. Appropriate signage shall be erected indicating that the CSA is closed to the public and directing pedestrians to alternate access routes. The barriers and signage shall not be constructed until requisite approvals and permits are given and issued by the City, and thereafter shall be constructed in accordance with applicable laws, ordinances, and regulations and the Logistics Plan attached as Exhibit D.
3. Maintenance of CSA. FHS and/or Frank Rewold and Sons shall maintain the CSA in a secure and safe condition throughout the term of this Agreement. All water valves, storm and sanitary manholes within the CSA shall be accessible to the City or its contractors at all times for operation and maintenance. Placing any materials or parking any vehicles or equipment over the manholes or valve boxes is prohibited. Fire hydrants shall be accessible to the Birmingham Fire Department, and a three (3) foot clear zone around the fire hydrant must be maintained at all times, except for any fire hydrant that the City agrees should be removed and the supply capped (both at FHS's expense) for reinstallation once the Building is completed. The Birmingham Fire Department may require, and FHS and/or Frank Rewold and Sons shall install, signage over the fire hydrants on the fencing to indicate "hydrant." "Knox" padlocks keyed for Birmingham, Michigan will be required for CSA fencing gate access. These locks will be married with an ordinary padlock and chain for emergency access. FHS and/or Frank Rewold and Sons is further responsible to contact the provider(s) of other utility, energy or telecommunication lines to ensure that access to those providers' lines is not adversely affected during this time.
4. Construction Site Enclosure. FHS and/or Frank Rewold and Sons shall provide building plans that detail the actual distances to scale between the building and the construction barriers for each stage of the demolition and construction. Compliance with Sec. 3306 of the Michigan Building Code must be demonstrated for barrier placements. Barrier placements must be placed in a manner to protect pedestrians from any and all construction activity. Construction fencing and barriers are permitted on City property in the locations shown on the approved Logistics Plan attached as Exhibit D. FHS and/or

Frank Rewold and Sons shall obtain a written agreement from the owner of the private property to the east for erecting construction fencing and barriers on that property.

5. Building Construction Oversight. FHS and/or Frank Rewold and Sons acknowledges that there shall be periodic safety checks at the construction site by the City to ensure Code compliance. FHS and/or Frank Rewold and Sons agree to provide contact information for a project manager or superintendent prior to any work commencing.
6. Vehicular Circulation and Ingress/Egress. FHS and/or Frank Rewold and Sons shall require all construction and related vehicles to follow the ingress/egress plan which is included as part of the Logistics Plan attached hereto as Exhibit D. The City shall allow FHS and/or Frank Rewold and Sons to use S. Adams Road, Haynes Street, and S. Worth Street, provided, that no construction traffic (i.e., construction and related vehicles which need to access the FHS Parcel to perform construction on such FHS Parcel) will be permitted on such road or streets other than on S. Adams Road south of the 16' Public Alley.
7. Pedestrian Circulation. FHS and/or Frank Rewold and Sons shall install pedestrian route signage in accordance with the pedestrian plan included as part of the Logistics Plan attached as Exhibit D attached hereto.
8. Road Closures. FHS and/or Frank Rewold and Sons shall use commercially reasonable efforts to inform the City of any anticipated temporary street or lane closures which will be caused by construction on the FHS Parcel that FHS and/or Frank Rewold and Sons have knowledge of throughout the entirety of the project, and obtain any permits for such temporary closure that are required by applicable law. FHS and/or Frank Rewold and Sons shall endeavor to coordinate with adjacent property owners to minimize the closure of lanes and for public protection. Any such road closures shall be coordinated with any other City project closures.
9. Reconstruction of S. Worth Street and 16' Public Alley Right-of-Way. FHS agrees that it will reconstruct the 16' Public Alley right-of-way, and S. Worth Street from the property line up to the gutter flow line running parallel to the southbound S. Worth Street driving lane, at its own cost. FHS and/or Frank Rewold and Sons shall match the road elevation at the gutter pan when such area is constructed by FHS and/or Frank Rewold and Sons. FHS and/or Frank Rewold and Sons shall reconstruct the public right-of-way located in S. Worth Street and 16' Public Alley in accordance with Exhibit B attached hereto. FHS and/or Frank Rewold and Sons shall retain design professionals for the design and the construction of the streetscape and shall monitor such construction to ensure that the construction of the streetscape is performed in accordance with the approved plans for the same. The design professionals who design the streetscape and the contractor who performs the streetscape work shall be reputable, qualified, and licensed in the State of Michigan. Upon the written request of the City, FHS and/or Frank Rewold and Sons shall provide the City with approved shop drawings and certifications showing compliance with the specifications provided in Exhibit E attached hereto, as well as the opportunity for the City to perform inspections of all of the streetscape work including, but not limited to,

form inspections for concrete work in a timely manner to not delay the construction of the project. Upon the written request of the City, FHS and/or Frank Rewold and Sons shall provide the City with copies of all third-party testing for items associated with the roadway and streetscape items to be installed in the CSA.

10. Condition of S. Adams Road and Haynes Street Right-of-Way at Expiration of Agreement.

Unless otherwise agreed to by the parties, upon the expiration of the term of this Agreement, FHS and/or Frank Rewold and Sons shall remove all barricades, signs, equipment, construction materials, and debris from the CSA located on S. Adams Road and Haynes Street. Upon the City's written request after the expiration of the term of this Agreement, FHS and/or Frank Rewold and Sons shall restore any curb, gutters, and sidewalks on S. Adams Road and Haynes Street and sidewalks on S. Worth Street that were damaged or destroyed by FHS and/or Frank Rewold and Sons during construction of the project, and repair any other City property that is damaged in any material manner by FHS and/or Frank Rewold and Sons during construction of the project, and assure all City property is returned to substantially the same condition that it was in immediately prior to the construction of the work by FHS and/or Frank Rewold and Sons (normal wear and tear and casualty and damage by the elements, explosion, fire, and other casualty excepted).

11. Term of Agreement. This Agreement shall commence on the Effective Date and shall terminate upon the earlier to occur of (a) the completion of construction of the Building, or (b) December 31, 2024; provided, however, that FHS may, with written City concurrence, have the right to extend such termination date for up to sixty (60) days as designated by FHS and/or Frank Rewold and Sons in a written notice to the City, notifying the City that such extension is necessary in order to complete the construction of the Building (as may be extended, the "term"). If FHS elects to extend the original termination date, FHS and/or Frank Rewold and Sons shall notify the City of the same not less than thirty (30) days prior to the original termination date. FHS and/or Frank Rewold and Sons shall also notify the City not less than seven (7) days in advance of the date when FHS and/or Frank Rewold and Sons intend to commence construction of barricades to enclose the CSA.

12. Insurance. FHS and/or Frank Rewold and Sons, as noted below, shall obtain and maintain the following insurance, subject to the terms set forth herein:

- a. Workers' Compensation Insurance: Frank Rewold and Sons shall procure and maintain during the term 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: FHS and Frank Rewold and Sons shall procure and maintain during the term of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 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; and (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Umbrella or Excess Liability insurance may be used in combination with the Commercial General Liability to meet the limit requirements.

- c. Motor Vehicle Liability: Frank Rewold and Sons shall procure and maintain during the term of this Agreement, Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$3,000,000 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. Pollution Liability Insurance: Frank Rewold and Sons shall procure and maintain during the term of this Agreement, Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- e. Additional Insured: Commercial General Liability shall include an endorsement starting the following shall be Additional Insureds: the City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing, or excess.
- f. Cancellation Notice: FHS and Frank Rewold and Sons shall endeavor to cause the required insurance policies, as described above, to include an endorsement stating the following to the extent the insurer will agree to provide the same (the "30 Day Notice Cancellation Endorsement"): "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012."

On or before the Effective Date, FHS and Frank Rewold and Sons shall provide the City with certificates of insurance evidencing compliance with the requirements herein.

13. Hold Harmless and Indemnification.

- a. To the fullest extent permitted by law, FHS agrees to defend, indemnify, and hold harmless the City and its elected and appointed officials, employees and volunteers (collectively, the "City's Representatives"), against any and all claims, demands, damages, suits, or losses, including all costs and reasonable attorneys' fees, that the City or the City's Representatives incur by reason of personal injury, including bodily injury and death and/or property damage to the extent caused solely by the negligence or willful misconduct of FHS or any of its agents, representatives,

employees or contractors with respect to the performance of the work contemplated under this Agreement.

- b. To the fullest extent permitted by law, Frank Rewold and Sons agree to defend, indemnify, and hold harmless the City and the City Representatives against any and all claims, demands, damages, suits, or losses, including all costs and reasonable attorneys' fees, that the City or the City's Representatives incur by reason of personal injury, including bodily injury and death and/or property damage to the extent caused solely by the negligence or willful misconduct of Frank Rewold and Sons or any of its agents, representatives, employees or contractors with respect to the performance of the work contemplated by this Agreement.

14. Disputes. 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 all 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, expenses, and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL 600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. This Agreement shall be governed by the laws of the State of Michigan and the arbitrations shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

15. Permits. FHS and/or Frank Rewold and Sons shall apply for, secure, and maintain all permits and approvals as may be required in accordance with all applicable laws and ordinances of the City, State of Michigan, federal agencies, and any other governmental entities with respect to the performance of the work contemplated under this Agreement.

16. Default. Should FHS and/or Frank Rewold and Sons fail to perform any of its obligations hereunder and such failure to perform shall continue for more than thirty (30) days after the receipt of written notice by FHS and Frank Rewold and Sons from the City of such default (provided that such thirty (30) day period shall be extended if FHS and/or Frank Rewold and Sons shall commence the cure of such default within such thirty (30) day period and shall diligently pursue such cure to completion) (each, a "Default"), then the applicable defaulting party shall be in default of this Agreement and the City may take any and all remedial actions including, but not limited to, completion of the work set forth in this Agreement and/or site restoration on their behalf. Upon the occurrence and during the continuance of a Default, should the City elect to perform said work, the City shall provide invoices to FHS and/or Frank Rewold and Sons for the work performed upon the

completion of the same with reasonably sufficient detail of such work performed. FHS and/or Frank Rewold and Sons shall promptly reimburse the City for all reasonable costs of work that the City performed which was necessary to cure such Default, including reasonable attorneys' fees. In the event FHS and/or Frank Rewold and Sons fails to reimburse the City within thirty (30) days after their receipt of such invoice from the City, the City may transfer said amount to the tax roll for the FHS Parcel in accordance with Section 1-14 of the Birmingham City Code.

17. Interpretation. This Agreement is to be construed and interpreted under the laws of the State of Michigan. This Agreement contains the entire agreement between the parties as to its subject matter and may not be modified or amended except in writing signed by the parties hereto. The captions are for reference only and shall play no part in the interpretation of this Agreement. The Recitals and all attached Exhibits are integral parts of this Agreement.
18. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successor(s), but it may not be assigned by any party without the prior written consent of the other parties, which consent shall not be unreasonably withheld, delayed or conditioned. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity, which is not a party to this Agreement.
19. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one (1) business day after being sent by a reputable overnight courier, provided, that it is sent for and guarantees the next business day delivery, all charges prepaid, or three (3) days after being mailed by registered or certified mail, return receipt requested, all postage prepaid, or by electronic mail on the day sent by electronic mail to the parties at the following addresses (or any other address that is specified in writing by either party):

To FHS: c/o Soave Enterprises L.L.C.
3400 East Lafayette
Detroit, MI 48207
Attention: Rod Blake, Vice President – Real Estate

With a copy to: Honigman LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226
Attn: David J. Jacob, Esq.

To Frank Rewold
and Sons: 303 East 3rd Street
Rochester, MI 48307
Attention: []

To City: Jana L. Ecker, Assistant City Manager
151 Martin Street, P.O. Box 3001
Birmingham, MI 48009


With a copy to: Mary Kucharek, City Attorney
Beier Howlett, P.C.
151 Martin Street, P.O. Box 3001
Birmingham, MI 48009

20. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. In order to expedite the execution of this Agreement, facsimile or electronically imaged signatures (including via DocuSign or similar electronic signature technology) may be used in place of original signatures on this Agreement. The parties hereto intend to be bound by the signatures on the facsimile or electronically imaged document (including via DocuSign or similar electronic signature technology), are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement on the form of signature.
21. Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
22. Miscellaneous. This Agreement may be amended or modified only by the written agreement of each of the parties hereto. Each exhibit attached to this Agreement and all of the recitals contained in this Agreement are incorporated and made a part of this Agreement as though more fully set forth in this Agreement. If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR
ON NEXT PAGE.]**

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, enter into this Construction Staging Area and Construction Coordination Agreement effective on the date above written.

FHS BIRMINGHAM L.L.C.

By: 
Its: Authorized Signatory

FRANK REWOLD & SONS, INC.

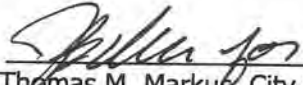
By: _____
Its: _____

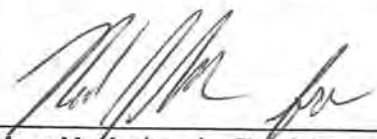
CITY OF BIRMINGHAM:


By: _____
Therese Longe, Mayor


By: _____
Alexandria D. Bingham, City Clerk


APPROVED:


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


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


Jana L. Ecker, Assistant City Manager
(Approved as to substance)


Bruce Johnson, Building Official
(Approved as to substance)


Melissa A. Coatta, City Engineer
(Approved as to substance)

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, enter into this Construction Staging Area and Construction Coordination Agreement effective on the date above written.

FHS BIRMINGHAM L.L.C.

By: _____
Its: _____

FRANK REWOLD & SONS, INC.


By: Jason Rewold
Its: Vice President


CITY OF BIRMINGHAM:


By: _____
Therese Longe, Mayor


By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


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


Jana L. Ecker, Assistant City Manager
(Approved as to substance)


Bruce Johnson, Building Official
(Approved as to substance)



Melissa A. Coatta, City Engineer
(Approved as to substance)

Exhibit A

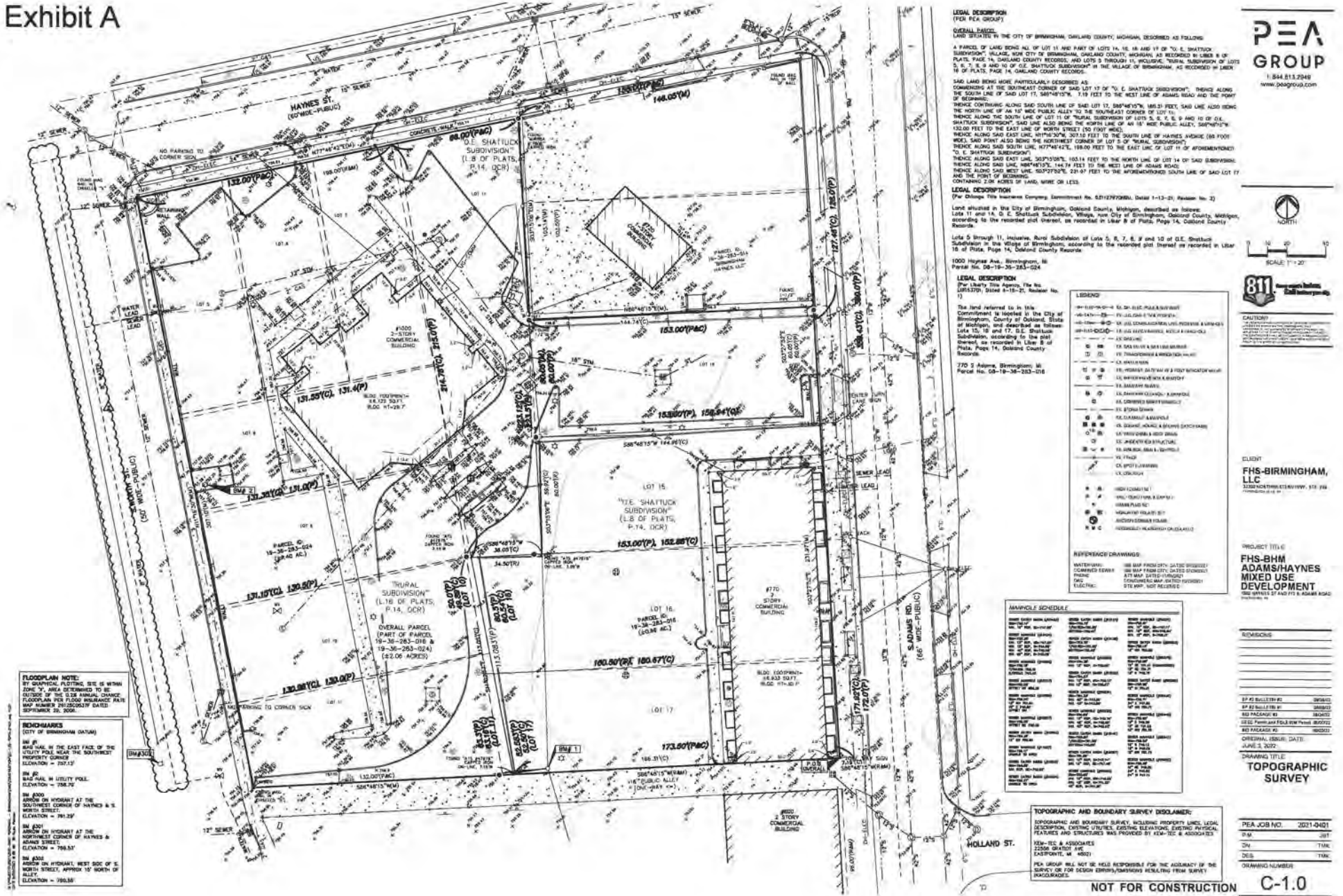
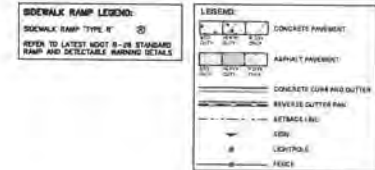
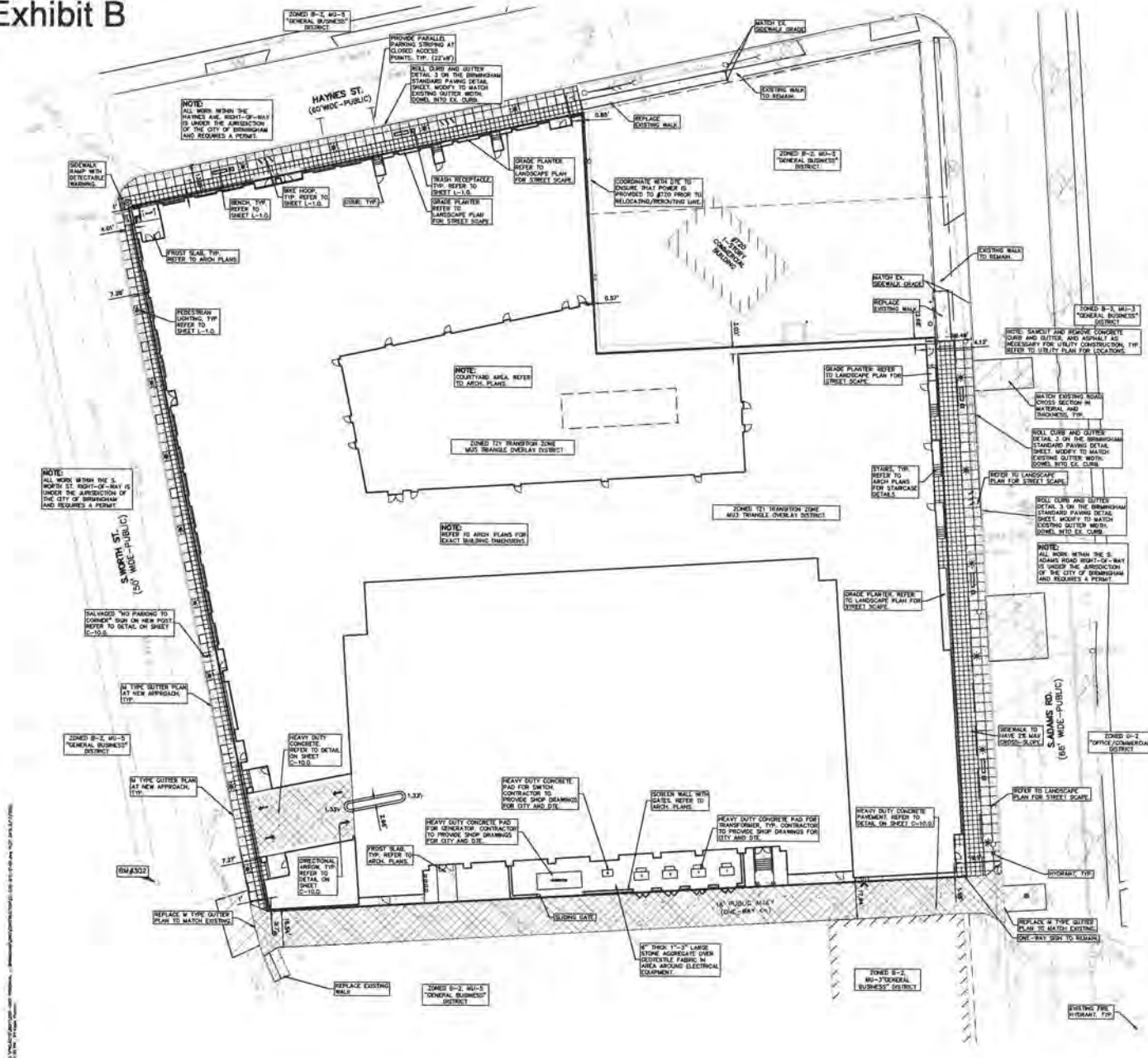


Exhibit B



SITE DATA TABLE:

1) TOTAL SITE AREA - 2.18 ACRES	
2) ZONED T1 TRANSITION ZONE MU3 TRIANGLE OVERLAY DISTRICT	
3) PROPOSED USE: MULTI-FAMILY RESIDENTIAL	
4) BUILDING SETBACKS:	PROVIDED:
FRONT: 0'	REAR: 10'
REAR: 10'	SIDE: 5'
5) MAX BUILDING HEIGHT: 10, 8 STORIES OR 32, 8 STORIES	PROPOSED: 8 STORIES / 8 STORIES

TOPOGRAPHIC AND BOUNDARY SURVEY DISCLAIMER:

TOPOGRAPHIC AND BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, EXISTING ELEVATIONS, EXISTING PHYSICAL FEATURES AND STRUCTURES WAS PROVIDED BY KEM-TIC & ASSOCIATES, INC. (KEM-TIC & ASSOCIATES, INC. 1220 NORTHWEST HIGHWAY, SUITE 100, BIRMINGHAM, AL 35203).

KEM-TIC & ASSOCIATES, INC. (KEM-TIC & ASSOCIATES, INC. 1220 NORTHWEST HIGHWAY, SUITE 100, BIRMINGHAM, AL 35203) SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS/OMISSIONS RESULTING FROM SURVEY INADEQUACIES.

- GENERAL NOTES:**
- THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.
1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, GUTTER FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF BIRMINGHAM CURRENT STANDARDS AND REGULATIONS.
 3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.
 4. ANY WORK WITHIN THE STREET OR HIGHWAY RIGHT-OF-WAYS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION AND SHALL NOT BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN OBTAINED FOR THE WORK.
 5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE THE TOP OF ALL EXISTING AND PROPOSED STRUCTURES (MANHOLES, CATCH BASINS, MULTIPLE WALK WALLS, ETC.) WITHIN GRADED AND JOB PAID AREAS TO FINAL GRADE SHOWN ON THE PLANS. ALL SUCH ADJUSTMENTS SHALL BE INCIDENTAL TO THE JOB AND WILL NOT BE PAID FOR SEPARATELY.

PEA GROUP

1-844-813-2948

www.peagroup.com



CAUTION:

DO NOT REMOVE OR ALTER ANY DIMENSIONS OR NOTES ON THIS PLAN. ANY CHANGES MUST BE APPROVED BY THE DESIGNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTICES PRIOR TO CONSTRUCTION.

CUSTOMER:

FHS-BIRMINGHAM, LLC

1220 NORTHWEST HIGHWAY, SUITE 100, BIRMINGHAM, AL 35203

PROJECT TITLE:

FHS-BHM ADAMS/HAYNES MIXED USE DEVELOPMENT

1220 NORTHWEST HIGHWAY, SUITE 100, BIRMINGHAM, AL 35203

REVISIONS

NO.	DATE	DESCRIPTION
1	06/01/2021	ISSUE FOR PERMIT
2	06/01/2021	ISSUE FOR PERMIT
3	06/01/2021	ISSUE FOR PERMIT
4	06/01/2021	ISSUE FOR PERMIT
5	06/01/2021	ISSUE FOR PERMIT
6	06/01/2021	ISSUE FOR PERMIT
7	06/01/2021	ISSUE FOR PERMIT
8	06/01/2021	ISSUE FOR PERMIT
9	06/01/2021	ISSUE FOR PERMIT
10	06/01/2021	ISSUE FOR PERMIT

PEA JOB NO: 2021-0401

DATE: 06/01/2021

DESIGNER: JBT

CHECKER: TJK

DATE: 06/01/2021

DATE: 06/01/2021

NOT FOR CONSTRUCTION **C-3.0**

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HS-BIRMINGHAM, LC
204 North Third Street, Suite 1000, Birmingham, AL 35203
(205) 261-1111

**HS-BHM
DAMS/HAYNES
MIXED USE
DEVELOPMENT**
10 HAYNES ST AND 775 S. ADAMS ROAD
BIRMINGHAM, AL

REVISIONS

#1 SALE/ETN #2	01/09/12
#2 SALE/ETN #1	01/09/12
#3 PACKAGE #3	01/24/12
EC Permit and EOLR Unit Permit	01/03/12
#3 PACKAGE #2	01/25/12
ORIGINAL ISSUE DATE:	

DATE: 3. 20/22

DRAWING TITLE

**LANDSCAPE
DETAILS**

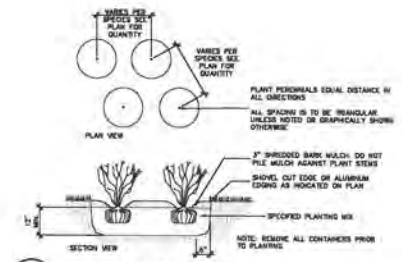
EA JOB NO:	2021-0401
NAME:	JBT
AGE:	198
SEX:	M

L-2.0



35 PITCH LETTER RECEPTACLE
25 COLLECTION
SIDE OPENING SURFACE MONA
POWDER COAT SILVER
BLACK POLYETHYLENE
LANDSCAPE FORMS
PHONE: 800.521.2548
QUANTITY: 2

6 TRASH RECEPTACLE
NOT TO SCALE



3 PERENNIAL PLANTING DETAIL
SCALE: 1" = 2'-0"



HADO LUMINAIRE DESIGN
120-277 VAC
LED FEATURE
4000 COLOR TEMP.
3000 LUMENS
QUANTITY: 15

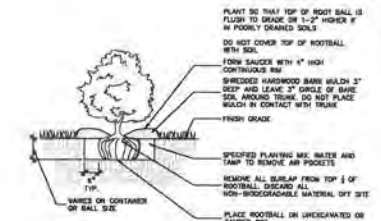
NOTE:
THE DEVELOPER SHALL CONTACT DTE SO
COORDINATE AND CONTRACT THE INSTALLATION OF
THE LIGHTING FEATURES TO THE CITY'S SYSTEM. THIS
WILL BE FUNDED BY THE DEVELOPER.

B PEDESTRIAN LIGHTING
NOT TO SCALE



LOOM BIRE BACK
SURFACE MOUNT
POWDER COAT (SEVEN
LANDSCAPE FORMS
PHONE: 800.521.2543
DUALITY, IL

5 BIKE HOOP
NOT TO SCALE

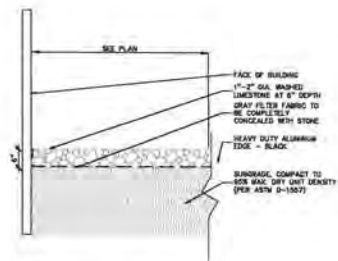


2 SHRUB PLANTING DETAIL
SCALE: 1" = 2'-0"

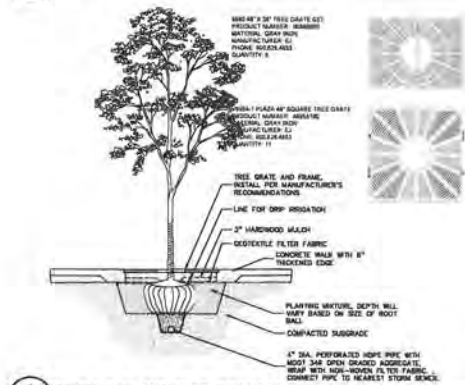


JA SIT BACKED BENCH FT.
35 COLLECTION
SURFACE: VOLANT
POWDER COAT: SILVER
LANDSCAPE FORMS
PHONE: 800.321.2548
WEBSITE: J

7 BENCH
NOT TO SCALE



4 MAINTENANCE STONE
SCALE: 1 1/2" = 1'-0"



1 STREET TREE AND GRATE INSTALLATION DETAIL
SCALE: 1" = 3'-0"

Exhibit C Construction Staging Area

LEGEND:

- | | |
|---|---------------------------------------|
|  | Jersey Barriers w/ Screened Fence (8) |
|  | Street/Alley Closure |
|  | Access Gates |
|  | Driven Fence Posts |
|  | Closed to Pedestrians |
|  | Lease Property for Construction |
|  | Covered Emergency Exit Walkway |
|  | Construction Traffic Flow |

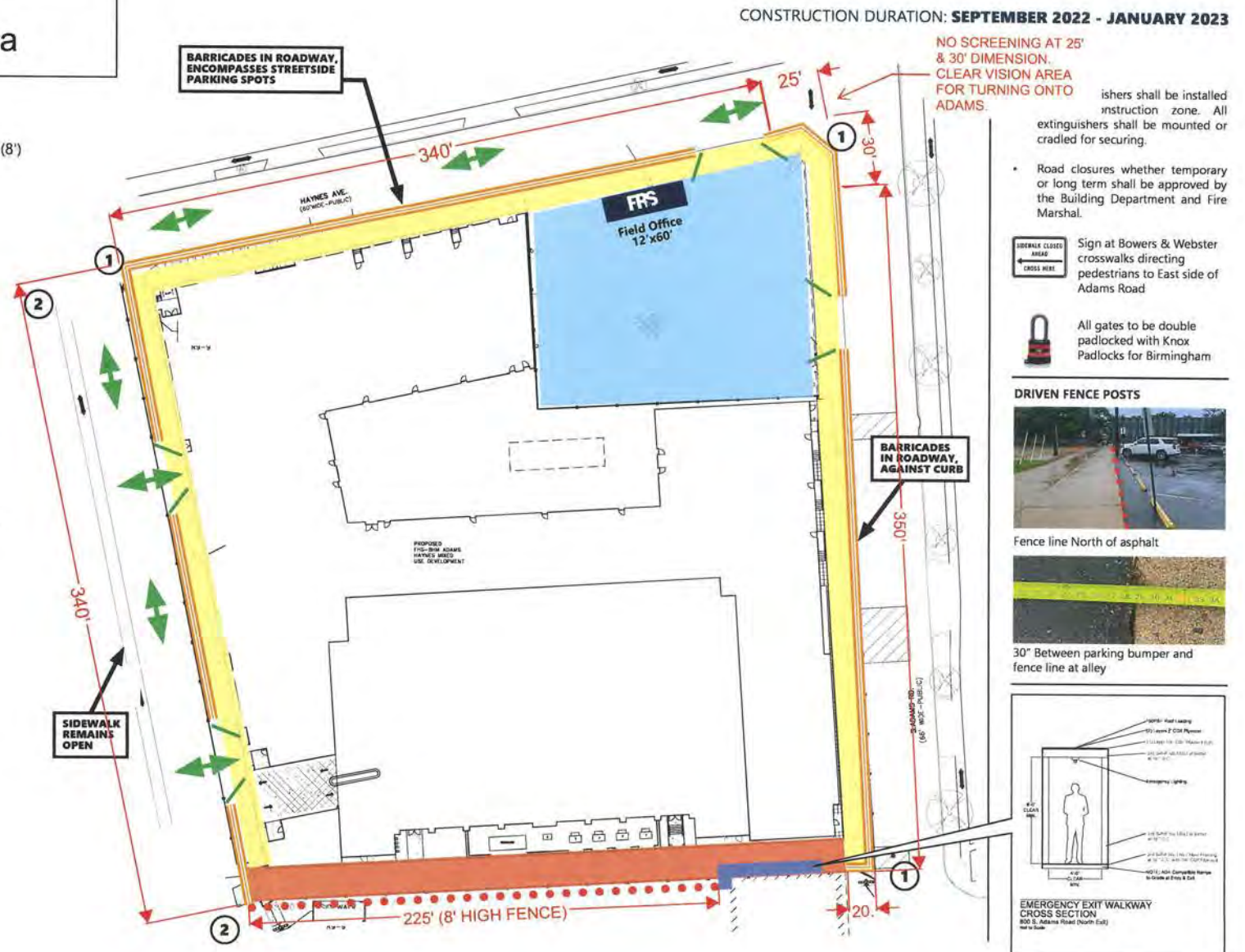




Exhibit D

CONTACT:

Jason Rewold
Vice President
Frank Rewold & Sons Inc.
248.601.1245 | jrewold@frankrewold.com

PROJECT LOGISTICS

ADAMS/HAYNES DEVELOPMENT MIXED-USE DEVELOPMENT

FRANK REWOLD & SONS INC.

Construction Manager | General Contractor
303 E. Third Street | Suite 300 | Rochester, MI 48307 | 248.651.7242 | frankrewold.com



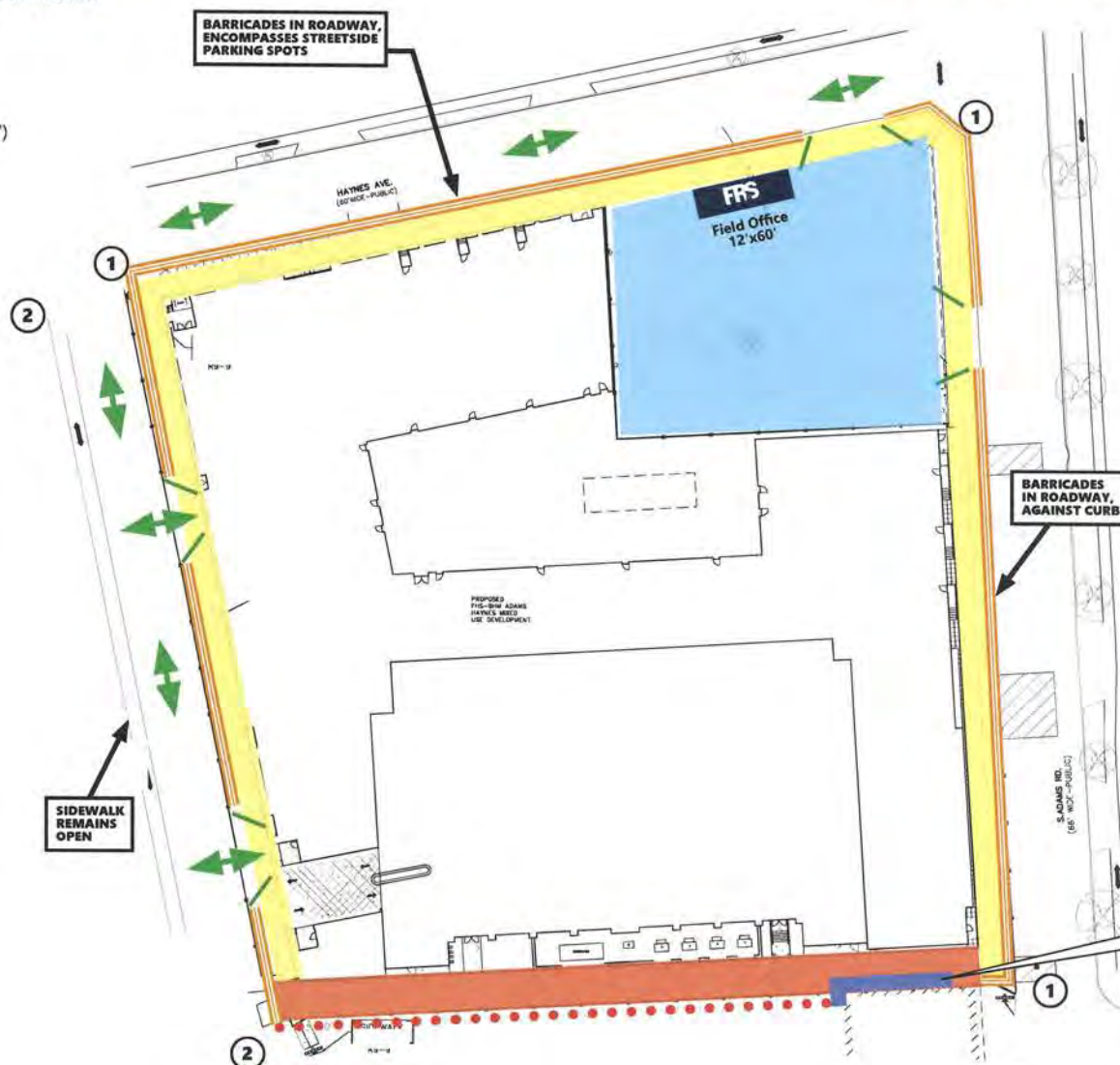
PHASE 1 LOGISTICS

SITE DEMO, UTILITIES, AND FOUNDATIONS

CONSTRUCTION DURATION: **SEPTEMBER 2022 - JANUARY 2023**

LEGEND:

- | | |
|---|--|
|  | Jersey Barriers w/ Screened Fence (8') |
|  | Street/Alley Closure |
|  | Access Gates |
|  | Driven Fence Posts |
|  | Closed to Pedestrians |
|  | Lease Property for Construction |
|  | Covered Emergency Exit Walkway |
|  | Construction Traffic Flow |



NOTES:

- Fire extinguishers shall be installed in the construction zone. All extinguishers shall be mounted or cradled for securing.
- Road closures whether temporary or long term shall be approved by the Building Department and Fire Marshal.



Sign at Bowers & Webster crosswalks directing pedestrians to East side of Adams Road



All gates to be double padlocked with Knox Padlocks for Birmingham

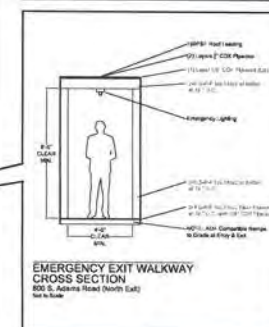
DRIVEN FENCE POSTS



Fence line North of asphalt



30" Between parking bumper and fence line at alley



**EMERGENCY EXIT WALKWAY
CROSS SECTION**
800 S. Adams Road (North Exit)

ADAMS-HAYNES DEVELOPMENT

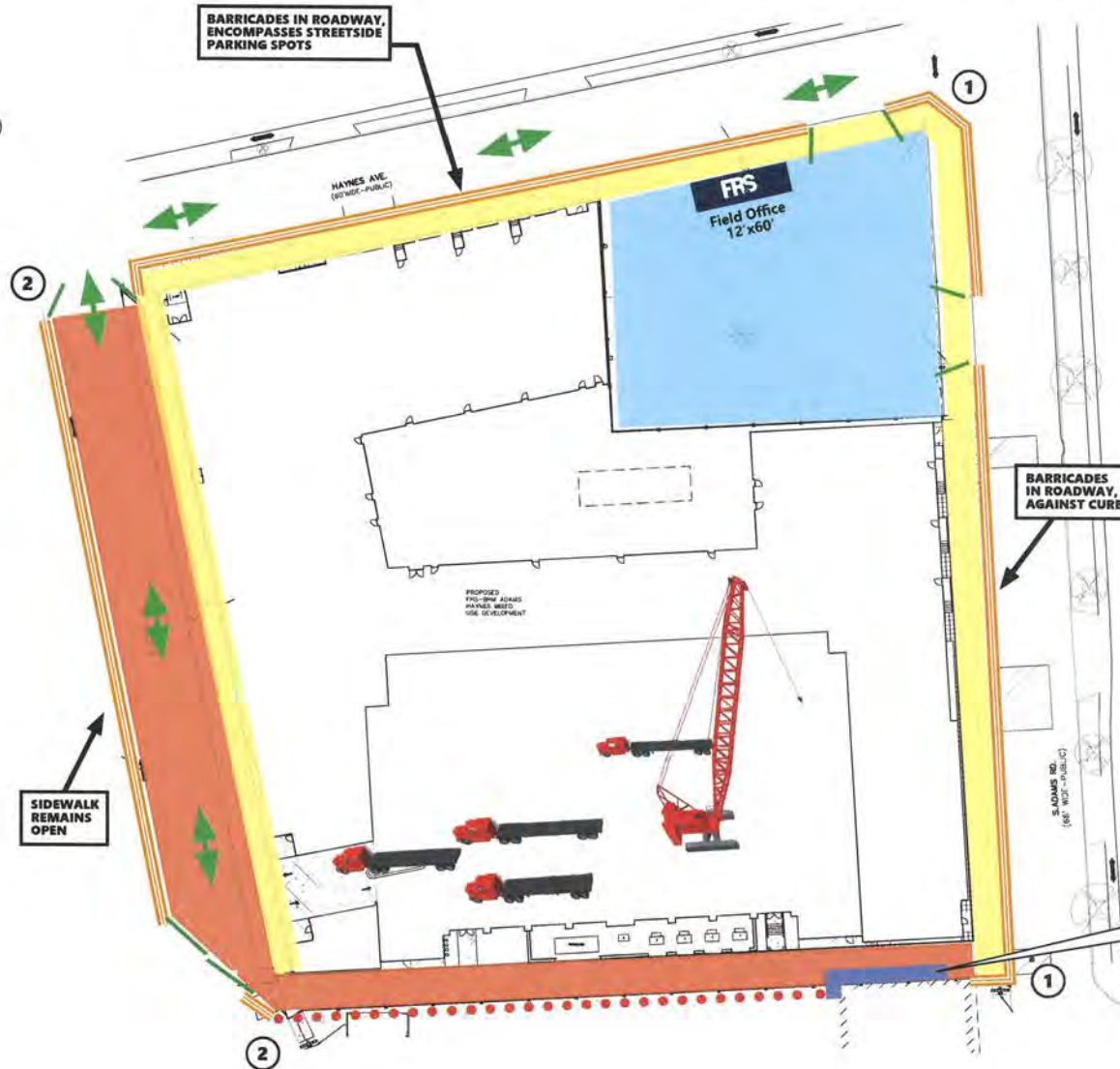
PHASE 2 LOGISTICS
PARKING DECK ERECTION

CONSTRUCTION DURATION: **JANUARY 2023 - MARCH 2023**

LEGEND:


-  Jersey Barriers w/ Screened Fence (8')
-  Street/Alley Closure
-  Access Gates
-  Driven Fence Posts
-  Closed to Pedestrians
-  Lease Property for Construction
-  Covered Emergency Exit Walkway
-  Construction Traffic Flow


- ①  SIDEWALK CLOSED
- ②  SIDEWALK CLOSED
USE OTHER SIDE



NOTES:

- Fire extinguishers shall be installed in the construction zone. All extinguishers shall be mounted or cradled for securing.
- Road closures whether temporary or long term shall be approved by the Building Department and Fire Marshal.

 Sign at Bowers & Webster crosswalks directing pedestrians to East side of Adams Road

 All gates to be double padlocked with Knox Padlocks for Birmingham

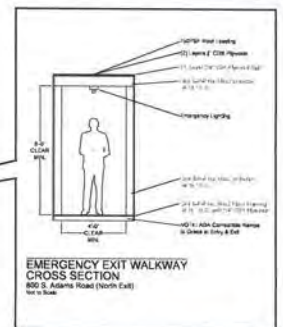
DRIVEN FENCE POSTS



Fence line North of asphalt



30" Between parking bumper and fence line at alley



ADAMS-HAYNES DEVELOPMENT

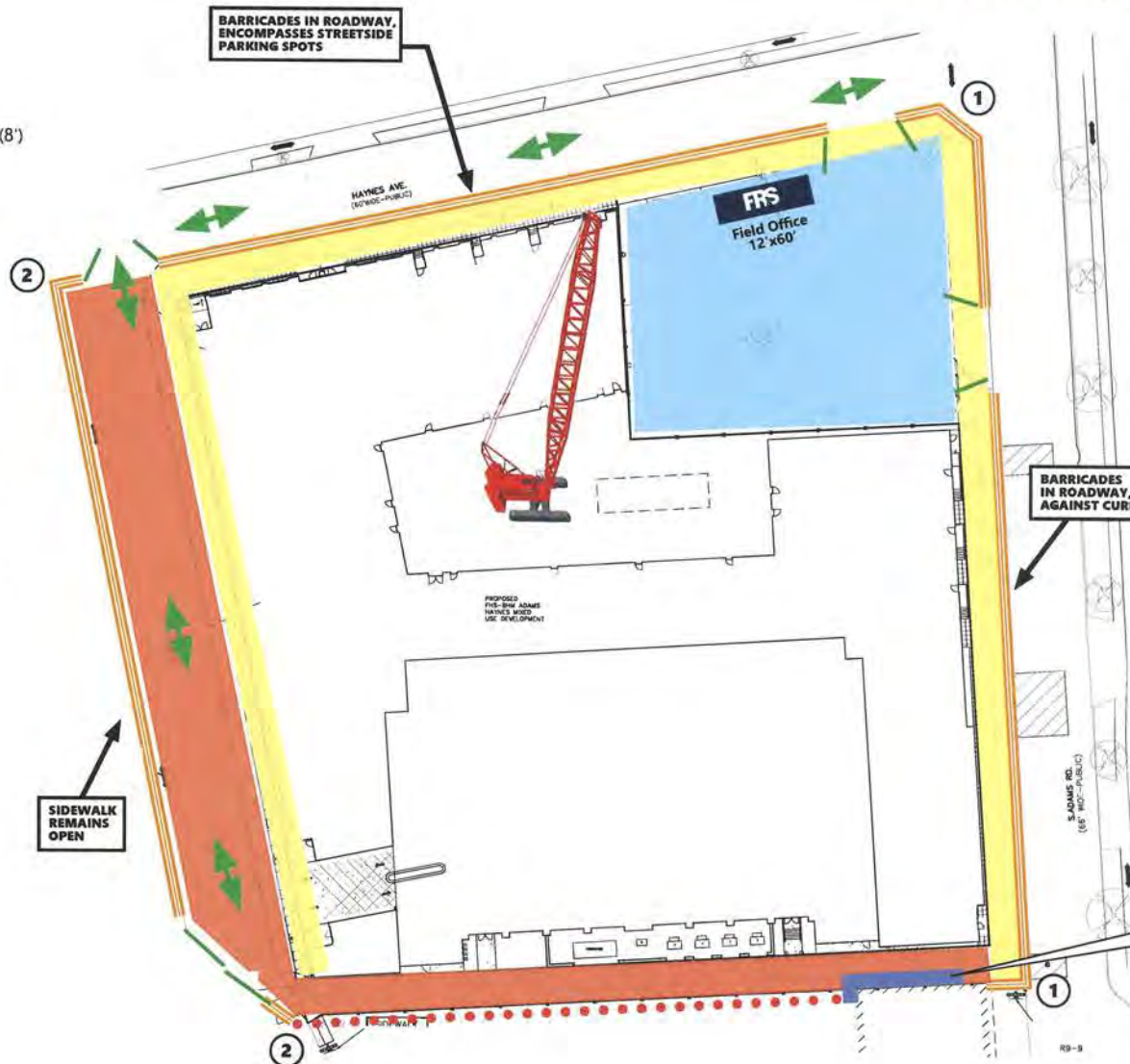
PHASE 3 LOGISTICS
BUILDING CONSTRUCTION

CONSTRUCTION DURATION: **MARCH 2023 - SEPTEMBER 2024**

LEGEND:

- Jersey Barriers w/ Screened Fence (8')
- Street/Alley Closure
- Access Gates
- Driven Fence Posts
- Closed to Pedestrians
- Lease Property for Construction
- Covered Emergency Exit Walkway
- Construction Traffic Flow

- ① SIDEWALK CLOSED
- ② SIDEWALK CLOSING
USE OTHER SIDE



NOTES:

- Fire extinguishers shall be installed in the construction zone. All extinguishers shall be mounted or cradled for securing.
- Road closures whether temporary or long term shall be approved by the Building Department and Fire Marshal.

Sign at Bowers & Webster crosswalks directing pedestrians to East side of Adams Road

All gates to be double padlocked with Knox Padlocks for Birmingham

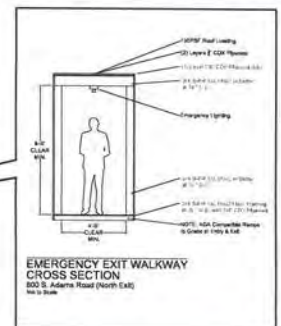
DRIVEN FENCE POSTS



Fence line North of asphalt



30" Between parking bumper and fence line at alley



EMERGENCY EXIT WALKWAY
CROSS SECTION
800 S. Adams Road (North Exit)
See to Scale

ADAMS-HAYNES DEVELOPMENT

EXISTING ROOF FRAMING

	COMPANY June 27, 2022 11:30	PROJECT roof joists.wwb				
Design Check Calculation Sheet WoodWorks Sizer 2019 (Update 3)						
Loads:						
Load	Type	Distribution	Pat-tern	Location (ft) Start End	Magnitude Start End	Unit
Load1	Dead	Full Area			10.00 (16.0")	psf
Load2	Live	Full Area			150.00 (16.0")	psf
Self-weight	Dead	Full UDL			1.7	pif
Maximum Reactions (lbs), Bearing Capacities (lbs) and Bearing Lengths (in) :						
Unfactored:						
Dead	38					38
Live	507					507
Factored:						
Total	545					545
Bearing:						
Capacity						
Joist	545					545
Support	1002					1002
Des ratio						
Joist	1.00					1.00
Support	0.54					0.54
Load comb	#2					#2
Length	0.86					0.86
Min req'd	0.86					0.86
Cb	1.00					1.00
Cb min	1.00					1.00
Cb support	1.25					1.25
Fcp sup	625					625
exist roof framing Lumber-soft, S-P-F, No.1/No.2, 2x6 (1-1/2"x5-1/2") Supports: All - Timber-soft Beam, D.Fir-L No.2 Floor joist spaced at 16.0" o/c; Total length: 5.06'; Clear span: 4.938'; Volume = 0.3 cu.ft. Lateral support: top = continuous, bottom = at supports; Repetitive factor: applied where permitted (refer to online help); This section PASSES the design code check.						
Analysis vs. Allowable Stress and Deflection using NDS 2018 :						
Criterion	Analysis Value	Design Value	Unit	Analysis/Design		
Shear	fv = 78	Fv' = 135	psi	fv/Fv' = 0.58		
Bending(+)	fb = 1066	Fb' = 1308	psi	fb/Fb' = 0.82		
Live Defl'n	0.10 = L/621	0.17 = L/360	in	0.58		
Total Defl'n	0.11 = L/558	0.25 = L/240	in	0.43		

WoodWorks® Sizer	SOFTWARE FOR WOOD DESIGN
roof joists.wwb	WoodWorks® Sizer 2019 (Update 3)
Page 2	
Additional Data:	
FACTORS: F/E(psi) CD CM CL CL CP Cfu C _z C _{frt} C ₁ C ₂ LC# Fv' 135 1.00 1.00 1.00 CL - - Cfu - C _z 1.00 1.00 1.00 2 Fb' 875 1.00 1.00 1.00 1.00 1.300 - 1.15 1.00 1.00 - 2 Fcp' 425 - 1.00 1.00 - - - - 1.00 1.00 - 2 E' 1.4 million 1.00 1.00 - - - - 1.00 1.00 - 2 Emin' 0.51 million 1.00 1.00 - - - - 1.00 1.00 - 2	
CRITICAL LOAD COMBINATIONS:	
Shear : LC #2 = D + L Bending(+): LC #2 = D + L Deflection: LC #2 = D + L (five) LC #2 = D + L (total) Bearing : Support 1 - LC #2 = D + L Support 2 - LC #2 = D + L D=dead L=live All LC's are listed in the Analysis output Load combinations:	
CALCULATIONS:	
V max = 536, V design = 431 lbs; M(+) = 672 lbs-ft S _y = 29.12 lb-in ² "Live" deflection is due to all non-dead loads (live, wind, snow...) Total deflection = 1.5 dead + "live"	
Design Notes:	
1. Analysis and design are in accordance with the ICC International Building Code (IBC 2018) and the National Design Specification (NDS 2018), using Allowable Stress Design (ASD). Design values are from the NDS Supplement. 2. Please verify that the default deflection limits are appropriate for your application. 3. Sawn lumber bending members shall be laterally supported according to the provisions of NDS Clause 4.4.1.	
EMERGENCY EXIT WALKWAY CROSS SECTION 800 S. Adams Road (North Exit) Not to Scale	
RESURGET 38-48 Adams Road (North Exit) Detroit, MI 48208 www.resurget.com	

WALL STUDS

WoodWorks® <small>SOFTWARE FOR WOOD DESIGN</small>		COMPANY June 27, 2022 11:34	PROJECT EExit Wall.wwc		
Design Check Calculation Sheet WoodWorks Sizer 2019 (Update 3)					
Loads:					
Load	Type	Distribution	Location [ft] Start End	Magnitude Start End	Unit
Load1	Dead	Axial UDL	(Ecc. = 0.92")	40	plf
live	Dead	Axial UDL	(Ecc. = 0.92")	300	plf
Wind	Wind	Full Area		30.00 (16.0")	psf
Self-weight	Dead	Axial UDL		10	pif
Reactions (lbs):					
Unfactored:					
Lateral:					
Dead	4				-4
Wind	160				160
Axial:					
Dead	467				467
Factored:					
R->L					-4
Load comb					#1
L->R	100				93
Load comb	#3				#2
wall studs Lumber Stud, S-P-F, No.1/No.2, 2x6 (1-1/2"x5-1/2") Support: None Spaced at 16.0" c/c; Total length: 8.0'; Volume = 0.5 cu.ft. Pinned base; Load face = width(b); Ke x Lb: 1.0 x 0.0 = 0.0 ft; Ke x Ld: 1.0 x 8.0 = 8.0 ft; Repetitive factor; applied where permitted (refer to online help); This section PASSES the design code check.					
Analysis vs. Allowable Stress and Deflection using NDS 2018 :					
Criterion	Analysis Value	Design Value	Unit	Analysis/Design	
Shear	fv = 18	Fv' = 216	psi	fv/Fv' = 0.08	
Bending (+)	fb = 333	Fb' = 2093	psi	fb/Fb' = 0.16	
Axial	fc = 57	Fc' = 856	psi	fc/Fc' = 0.07	
Combined	(axial + eccentric + side load bending)			Eq. 15.4-1 = 0.18	
Axial Bearing	fc = 57	Fc* = 1138	psi	fc/Fc* = 0.05	
Live Defl'n	0.08 < L/999	0.80 = L/120	in	0.09	
Total Defl'n	0.09 < L/999	0.80 = L/120	in	0.11	

WoodWorks® Sizer		SOFTWARE FOR WOOD DESIGN
EExit Wall.wwc	WoodWorks® Sizer 2019 (Update 3)	Page 2
Additional Data:		
FACTORS: F/E(psi) CD CM Ct CL/CP CF Cfu Cr Cfrt Ci LC# Fv' 135 1.60 1.00 1.00 CL/CP CF Cfu Cr Cfrt Ci LC# Fb' 875 1.60 1.00 1.00 1.000 1.300 - 1.15 1.00 1.00 3 Fc' 1150 0.90 1.00 1.00 0.752 1.100 - - 1.00 1.00 1 Fc'comb 1150 1.60 - - 0.547 - - - - - E' 1.4 million 1.00 1.00 - - - 1.00 1.00 3 Emin' 0.51 million 1.00 1.00 - - - 1.00 1.00 3 Fc* 1150 0.90 1.00 1.00 - 1.100 - - 1.00 1.00 1		
CRITICAL LOAD COMBINATIONS:		
Shear : LC #3 = D + 0.6W Bending(+): LC #3 = D + 0.6W Deflection: LC #2 = 0.6D + 0.6W (live) LC #3 = D + 0.6W (total) Axial : LC #1 = D only Combined : LC #3 = D + 0.6W Fb= 304 Fb'= 2093 FcE= 1376 Pxe/S=fc(6xe/d)= 55 D=dead W=wind All LC's are listed in the Analysis output Load combinations: CALCULATIONS: V = 100 lbs; M(+) = 210 lbs-ft; P = 467 lbs Ely = 29.12 lb-in ² "live" deflection is due to all non-dead loads (live, wind, snow...) Total deflection = 1.5 dead + "live"		
Design Notes: 1. Analysis and design are in accordance with the ICC International Building Code (IBC 2018) and the National Design Specification (NDS 2018), using Allowable Stress Design (ASD). Design values are from the NDS Supplement. 2. Please verify that the default deflection limits are appropriate for your application.		
EMERGENCY EXIT WALKWAY CROSS SECTION 800 S. Adams Road (North Exit) Not to Scale		
 RESURGET <small>108 W. North Avenue, Suite 770D Detroit, MI 48201 marc@resurget.com</small>		



MEMORANDUM

Engineering Department

DATE: October 18, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: MS4 Separate Storm System Ordinance Amendment

INTRODUCTION:

The City has a Municipal Separate Storm Sewer System (MS4) Permit through Michigan Department of Environment, Great Lakes, and Energy (EGLE) that allows the City's stormwater to discharge to a surface water of the State. Amendments are required to City Code, Chapter 114 – Utilities, Article III. – Sewer Service, Division 5. – Separate Storm Water Sewer System to include post construction stormwater standards for water quality. This is a recent requirement by EGLE for the City's current MS4 Permit.

BACKGROUND:

Approximately 10%-15% of the City's land area is served by a separate storm sewer system. The City's MS4 permit, which is subject to regulation under the National Pollution Discharge Eliminate System (NPDES), took effect on July 1, 2021, and expires on October 1, 2023. The current MS4 permit through EGLE requires the adoption of new stormwater engineering design standards to address post-construction stormwater runoff controls to improve water quality.

In May 2021, the Oakland County Water Resource Commission (OCWRC) adopted new stormwater design standards. One of the goals while developing new stormwater design standards was for local communities to adopt OCWRC state-approved regional standards to meet the MS4 permit requirements of post construction stormwater standards for water quality.

The City's current ordinance for Separate Storm Water Sewer System under Chapter 114 – Utilities, Article III. – Sewer Service does not include information concerning post-construction standards. The Engineering Department recommends the City add the following topics from the Oakland County Standards for Post-Construction Storm Water Runoff to Division 5 of the Separate Storm Water Sewer System ordinance:

- Use of Best Management Practices (BMPs) during temporary and permanent stormwater management. Some examples of BMPs are buffer strips, water reuse, rain gardens, bioswales, infiltration trenches, and pervious pavement.
- Provides additional information if a person is conducting activities that create excess quantities or pollutants entering the stormwater system or waterway.
- Natural swales and channels should be preserved and to provide information on channel modification if one is required.
- Reference the City's site plan review process and requirements.
- Information on criteria for waivers based on site-specific conditions, which the City Engineer has the authority to grant.
- The City and property owner are to enter into a maintenance agreement of planned constructed items. OCWRC has provided an example Maintenance Agreement in their new stormwater design standards.

The proposed ordinance amendment will apply to the development or redevelopment of non-single family property, that is greater than one (1) acre, and discharges to the City's separated storm sewer system.

LEGAL REVIEW:

The City Attorney has reviewed the proposed amendment and has no objections.

FISCAL IMPACT:

If adopted, the proposed ordinance amendment will increase the staff's time to obtain a maintenance agreement between the City and the property owner.

PUBLIC COMMUNICATIONS:

If adopted, information will be posted on the Engineering Department webpage and on the Application Requirements for obtaining a Site Evaluation Permit.

SUMMARY:

The Engineering Department requests that the City Commission consider ordinance amendments to Part II of the City Code, Chapter 114 – Utilities, Article III. – Sewer Service, Division 5. – Separate Storm Water Sewer System to include post construction stormwater standards to meet the City's current MS4 Permit.

ATTACHMENTS:

- Proposed Redline Ordinance Amendment
- Proposed Ordinance Language
- OCWRC Example Maintenance Agreement

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance to amend Part II of the City Code, Chapter 114 – Utilities, Article III. – Sewer Service, Division 5. – Separate Storm Water Sewer System, to include post construction stormwater standards for water quality.

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 114 – UTILITIES, ARTICLE III. – SEWER SERVICE, DIVISION 5. – SEPARATE STORM WATER SEWER SYSTEM

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 114 – Utilities, Article III. – Sewer Service, Division 5. – Separate Storm Water Sewer System, shall read as follows:

DIVISION 5. SEPARATE STORM SEWER SYSTEM

Sec. 114-277. Purposes.

The purpose of this division is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This division establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this division are:

- (1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user.
- (2) To prohibit illicit connections and discharges to the municipal separate storm sewer system.
- (3) To establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this division.
- (4) As a requirement of the NPDES Stormwater Discharge Permit and the City's Municipal Separate Storm Sewer System Permit, the City accepts and will institute the following Oakland County Standards for Post-Construction Storm Water Runoff:
 - a. The Oakland County "Post-Construction Storm Water Runoff Program" as amended from time to time, is hereby adopted by the City of Birmingham in this article for the control and treatment of stormwater runoff.
 - b. All permanent and temporary stormwater management Best Management Practices (BMPs), constructed as part of the requirements of this section, are subject to this article.
 - c. This article also applies to any activities which may affect the quantity or quality of a private or stormwater conveyance system or any waterway within the City. Any person(s) engaged in activities that may result in excessive quantities or pollutants entering any stormwater conveyance systems or waterways may be subject to the remedies for violation of this section. Examples of such pollutants may include, but is not limited to, debris, concrete washings, de-icing materials, fertilizers, heavy metals, automobile fluids, topsoil, yard wastes, and commercial or light industrial wastes.
 - d. Natural swales and channels should be preserved, whenever possible. If channel modification must occur, the physical characteristics of the modified channel will meet

the existing channel in length, cross-section, slope, sinuosity, and carrying capacity. Streams and channels will be expected to withstand all events up to the two-year storm without increased erosion.

- e. The City site plan review process includes the review of all site development projects by the City Engineer for stormwater runoff impacts. Refer to Chapter 126, Article 7 Processes, Permits and Fees, 7.25 Site Plan Review: Review for the site plan review process and requirements.
- f. The City recognizes that, due to the specific requirements of any given development, inflexible application of the design standards may result in development with excessive paving, stormwater runoff, and a waste of space which could be left as an open space. The City Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards. The waiver shall be appropriate under the following criteria: (1) Because of unusual topographical or field conditions, there are undue burdens in the way of carrying out the strict letter of this article. (2) The proposed variance will not adversely affect the purpose or objectives of this article or otherwise impair the public health, safety, comfort, and welfare. (3) Reasonable and appropriate conditions may be attached to a grant of a waiver to ensure that the stormwater system improvements will continue to meet the criteria in the future. To receive a waiver, the owner of the property must provide a written request, engineering drawings and/or plans, stated reason for the waiver, and any other information requested by the City to help determine whether a waiver is appropriate.

(Ord. No. 2153, 5-11-15)

Sec. 114-278. Definition of terms.

For the purposes of this division, the following shall mean:

Authorized enforcement agency. The city engineer and his/her authorized representatives, which shall specifically include all inspectors and article enforcement, and any other individual designated by the city manager to enforce this division. Where applicable the terms may also mean the director of the Michigan Department of Environmental Quality or his/her designated official, and/or the United States EPA Administrator or his/her designated official.

Best management practices (BMPs). Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act. The Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and any subsequent amendments thereto.

Construction activity. Activities subject to NPDES construction permits or the city's grading ordinance. These include construction projects resulting in land disturbance of five acres or more.

Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge. Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in division 5 of this article.

Illicit connections. An illicit connection is defined as either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the authorized enforcement agency; or
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the authorized enforcement agency.

Industrial activity. Activities subject to NPDES industrial permits as defined in 40 CFR § 122.26(b)(14).

MS4. Municipal separate storm sewer system.

National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit. A permit issued by the EPA (or by a state under authority delegated pursuant to 33 USC 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge. Any discharge to the storm drain system that is not composed entirely of stormwater.

Person. Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking areas.

Storm sewer system or storm drainage system. Publicly-owned or privately-owned facilities by which stormwater is collected and/or conveyed including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater pollution prevention plan. A document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

(Ord. No. 2153, 5-11-15)

Sec. 114-279. Applicability.

This division shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the authorized enforcement agency.

(Ord. No. 2153, 5-11-15)

Sec. 114-280. Responsibility for administration.

The city engineer or the city engineer's designee(s), shall administer, implement, and enforce the provisions of this division. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the city manager to persons or entities acting in the beneficial interest of or in the employ of the agency.

(Ord. No. 2153, 5-11-15)

Sec. 114-281. Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore this division does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

(Ord. No. 2153, 5-11-15)

Sec. 114-282. Discharge prohibitions.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- (1) The following discharges are exempt from discharge prohibitions established by this division if they are identified as not being a significant source of pollutants and/or a significant contributor to violations of state water quality standards: waterline flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, noncommercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools from single-, two- or three-family residences (if dechlorinated, typically less than one PPM chlorine), fire-fighting activities, and any other water source not containing pollutants.
- (2) Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
- (3) Dye testing is an allowable discharge, but requires authorization from the Michigan Department of Environmental Quality (Rule 97 certification of approval) and a verbal notification to the authorized enforcement agency prior to the time of the test.
- (4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(Ord. No. 2153, 5-11-15)

Sec. 114-283. Prohibition of illicit connections.

- (a) The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
- (b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (c) A person is considered to be in violation of this division if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

(Ord. No. 2153, 5-11-15)

Sec. 114-284. Suspension of MS4 access.

- (a) *Suspension due to illicit discharges in emergency situations.* The city engineer or other authorized enforcement agency may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator

fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

- (b) *Suspension due to the detection of illicit discharge.* Any person discharging to the MS4 in violation of this division may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the authorized enforcement agency.

(Ord. No. 2153, 5-11-15)

Sec. 114-285. Industrial or construction activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the authorized enforcement agency prior to the allowing of discharges to the MS4.

(Ord. No. 2153, 5-11-15)

Sec. 114-286. Monitoring of discharges.

- (a) *Applicability.* This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.
- (b) *Access to facilities.*
 - (1) The city engineer and/or representatives of the authorized enforcement agency shall be permitted to enter and inspect facilities subject to regulation under this division as often as may be necessary to determine compliance with this division. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to the city engineer or representatives of the authorized enforcement agency.
 - (2) Facility operators shall allow the city engineer and/or representatives of the authorized enforcement agency ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater (where applicable), and the performance of any additional duties as defined by state and federal law.
 - (3) The city engineer and/or representatives of the authorized enforcement agency shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.
 - (4) The city engineer has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense.

All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the city engineer and/or designee and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (6) Unreasonable delays in allowing the authorized enforcement agency access to a facility are a violation of a stormwater discharge permit and of this division. An owner or a person who is the operator of a facility representing a discharge of stormwater associated with industrial activity commits an offense if the person denies the city engineer or authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this division.
- (7) If the city engineer and/or representatives of the authorized enforcement agency has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this division, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this division or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 2153, 5-11-15)

Sec. 114-287. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

(Ord. No. 2153, 5-11-15)

Sec. 114-288. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the authorized enforcement agency within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such

establishment shall also retain an on- site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(Ord. No. 2153, 5-11-15)

Sec. 114-289. Maintenance Agreements

A maintenance agreement shall be required between the City and the Owner for all vegetative, structural, and stormwater best management practices (BMPs) to be constructed on site. For projects in which the Oakland County Standards for Post-Construction Storm Water Runoff apply, stormwater facilities shall be maintained by the Owner and shall be repaired and/or replaced by such person when such facilities are no longer functioning as designed. Records of installation and maintenance and repair shall be retained by the Owner and shall be made available to the City upon request. The maintenance agreement shall be binding on all subsequent owners of land served by the stormwater management and facilities and shall be recorded in the office of the Oakland County register of deeds prior to the effectiveness of the approval of the City of Birmingham City Commission. If the stormwater management BMPs have not been adequately maintained, the City may notify the Owner(s) in writing and require the necessary maintenance or repairs within 90 days of the written notice. Should the Owner fail to comply with the provisions of this Article, the City may, after giving reasonable notice and opportunity for compliance, have the necessary work completed and the Owner shall be obligated to promptly reimburse the City for all costs incurred.

Sec. 114-290. Enforcement; notice of violation.

Whenever the city engineer or authorized enforcement agency finds that a person has violated a prohibition or failed to meet a requirement of this division, the city engineer or other authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
- (5) The payment of a fine to cover administrative and remediation costs; and
- (6) **Control measures or BMPs implemented or installed at violation source.**

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the city or the authorized enforcement agency or a contractor and the expense thereof shall be charged to the violator.

(Ord. No. 2153, 5-11-15)

Sec. 114-291. Enforcement measures.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, then representatives of the authorized enforcement agency may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property upon the issuance of an order from a court of competent jurisdiction. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

(Ord. No. 2153, 5-11-15)

Sec. 114-292. Cost of abatement of the violation.

Within 15 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this division shall become liable to the city by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of one percent above prime per annum shall be assessed on the balance beginning on the first day following discovery of the violation.

(Ord. No. 2153, 5-11-15)

Sec. 114-293. Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this division. If a person has violated or continues to violate the provisions of this division, the city engineer or authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

(Ord. No. 2153, 5-11-15)

Sec. 114-294. Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this division, the city engineer or authorized enforcement agency may allow a violator to perform alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc. The decision to seek alternative compensatory actions does not waive the city or authorized enforcement agency's right to seek legal enforcement from a court of law.

(Ord. No. 2153, 5-11-15)

Sec. 114-295. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this division is deemed a threat to public health, safety, and welfare, and is declared a nuisance, public nuisance and nuisance per se and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

(Ord. No. 2153, 5-11-15)

Sec. 114-296. Violations.

- (a) Any person, firm or corporation determined to have been in violation of the provisions of this division shall be responsible for a municipal civil infraction and subject to the provisions of this Code.
- (b) The city commission by way of the city engineer, in addition to other remedies, may institute any appropriate action or proceeding to prevent, abate or restrain the violation.
- (c) Each day's continuance of a violation shall be deemed a separate and distinct offense. Expenses in connection with such action shall be assessed as damages against the violation.

(Ord. No. 2153, 5-11-15)

Sec. 114-296. Remedies not exclusive.

The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

(Ord. No. 2153, 5-11-15)

Editor's note(s)—Ord. No. 2153, adopted May 11, 2015, enacted provisions intended for use as section 114-296. Inasmuch as there are already provisions so designated, and at the discretion of the editor, said provisions have been redesignated as section 114-295.1.

All other Sections of Chapter 114. – Utilities, shall remain unaffected.

Ordained this _____ day of _____, 2022. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2022 and that a summary was published _____, 2022.

Alexandria D. Bingham, City Clerk

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 114 – UTILITIES, ARTICLE III. – SEWER SERVICE, DIVISION 5. – SEPARATE STORM WATER SEWER SYSTEM

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 114 – Utilities, Article III. – Sewer Service, Division 5. – Separate Storm Water Sewer System, shall read as follows:

DIVISION 5. SEPARATE STORM SEWER SYSTEM

Sec. 114-277. Purposes.

The purpose of this division is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This division establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this division are:

- (1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user.
- (2) To prohibit illicit connections and discharges to the municipal separate storm sewer system.
- (3) To establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this division.
- (4) As a requirement of the NPDES Stormwater Discharge Permit and the City's Municipal Separate Storm Sewer System Permit, the City accepts and will institute the following Oakland County Standards for Post-Construction Storm Water Runoff:
 - a. The Oakland County "Post-Construction Storm Water Runoff Program" as amended from time to time, is hereby adopted by the City of Birmingham in this article for the control and treatment of stormwater runoff.
 - b. All permanent and temporary stormwater management Best Management Practices (BMPs), constructed as part of the requirements of this section, are subject to this article.
 - c. This article also applies to any activities which may affect the quantity or quality of a private or stormwater conveyance system or any waterway within the City. Any person(s) engaged in activities that may result in excessive quantities or pollutants entering any stormwater conveyance systems or waterways may be subject to the remedies for violation of this section. Examples of such pollutants may include, but is not limited to, debris, concrete washings, de-icing materials, fertilizers, heavy metals, automobile fluids, topsoil, yard wastes, and commercial or light industrial wastes.
 - d. Natural swales and channels should be preserved, whenever possible. If channel modification must occur, the physical characteristics of the modified channel will meet

the existing channel in length, cross-section, slope, sinuosity, and carrying capacity. Streams and channels will be expected to withstand all events up to the two-year storm without increased erosion.

- e. The City site plan review process includes the review of all site development projects by the City Engineer for stormwater runoff impacts. Refer to Chapter 126, Article 7 Processes, Permits and Fees, 7.25 Site Plan Review: Review for the site plan review process and requirements.
- f. The City recognizes that, due to the specific requirements of any given development, inflexible application of the design standards may result in development with excessive paving, stormwater runoff, and a waste of space which could be left as an open space. The City Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards. The waiver shall be appropriate under the following criteria: (1) Because of unusual topographical or field conditions, there are undue burdens in the way of carrying out the strict letter of this article. (2) The proposed variance will not adversely affect the purpose or objectives of this article or otherwise impair the public health, safety, comfort, and welfare. (3) Reasonable and appropriate conditions may be attached to a grant of a waiver to ensure that the stormwater system improvements will continue to meet the criteria in the future. To receive a waiver, the owner of the property must provide a written request, engineering drawings and/or plans, stated reason for the waiver, and any other information requested by the City to help determine whether a waiver is appropriate.

(Ord. No. 2153, 5-11-15)

Sec. 114-278. Definition of terms.

For the purposes of this division, the following shall mean:

Authorized enforcement agency. The city engineer and his/her authorized representatives, which shall specifically include all inspectors and article enforcement, and any other individual designated by the city manager to enforce this division. Where applicable the terms may also mean the director of the Michigan Department of Environmental Quality or his/her designated official, and/or the United States EPA Administrator or his/her designated official.

Best management practices (BMPs). Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act. The Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and any subsequent amendments thereto.

Construction activity. Activities subject to NPDES construction permits or the city's grading ordinance. These include construction projects resulting in land disturbance of five acres or more.

Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge. Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in division 5 of this article.

Illicit connections. An illicit connection is defined as either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the authorized enforcement agency; or
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the authorized enforcement agency.

Industrial activity. Activities subject to NPDES industrial permits as defined in 40 CFR § 122.26(b)(14).

MS4. Municipal separate storm sewer system.

National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit. A permit issued by the EPA (or by a state under authority delegated pursuant to 33 USC 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge. Any discharge to the storm drain system that is not composed entirely of stormwater.

Person. Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking areas.

Storm sewer system or storm drainage system. Publicly-owned or privately-owned facilities by which stormwater is collected and/or conveyed including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater pollution prevention plan. A document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

(Ord. No. 2153, 5-11-15)

Sec. 114-279. Applicability.

This division shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the authorized enforcement agency.

(Ord. No. 2153, 5-11-15)

Sec. 114-280. Responsibility for administration.

The city engineer or the city engineer's designee(s), shall administer, implement, and enforce the provisions of this division. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the city manager to persons or entities acting in the beneficial interest of or in the employ of the agency.

(Ord. No. 2153, 5-11-15)

Sec. 114-281. Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore this division does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

(Ord. No. 2153, 5-11-15)

Sec. 114-282. Discharge prohibitions.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- (1) The following discharges are exempt from discharge prohibitions established by this division if they are identified as not being a significant source of pollutants and/or a significant contributor to violations of state water quality standards: waterline flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, noncommercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools from single-, two- or three-family residences (if dechlorinated, typically less than one PPM chlorine), fire-fighting activities, and any other water source not containing pollutants.
- (2) Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
- (3) Dye testing is an allowable discharge, but requires authorization from the Michigan Department of Environmental Quality (Rule 97 certification of approval) and a verbal notification to the authorized enforcement agency prior to the time of the test.
- (4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(Ord. No. 2153, 5-11-15)

Sec. 114-283. Prohibition of illicit connections.

- (a) The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
- (b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (c) A person is considered to be in violation of this division if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

(Ord. No. 2153, 5-11-15)

Sec. 114-284. Suspension of MS4 access.

- (a) *Suspension due to illicit discharges in emergency situations.* The city engineer or other authorized enforcement agency may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator

fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

- (b) *Suspension due to the detection of illicit discharge.* Any person discharging to the MS4 in violation of this division may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the authorized enforcement agency.

(Ord. No. 2153, 5-11-15)

Sec. 114-285. Industrial or construction activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the authorized enforcement agency prior to the allowing of discharges to the MS4.

(Ord. No. 2153, 5-11-15)

Sec. 114-286. Monitoring of discharges.

- (a) *Applicability.* This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.
- (b) *Access to facilities.*
 - (1) The city engineer and/or representatives of the authorized enforcement agency shall be permitted to enter and inspect facilities subject to regulation under this division as often as may be necessary to determine compliance with this division. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to the city engineer or representatives of the authorized enforcement agency.
 - (2) Facility operators shall allow the city engineer and/or representatives of the authorized enforcement agency ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater (where applicable), and the performance of any additional duties as defined by state and federal law.
 - (3) The city engineer and/or representatives of the authorized enforcement agency shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.
 - (4) The city engineer has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense.

All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the city engineer and/or designee and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (6) Unreasonable delays in allowing the authorized enforcement agency access to a facility are a violation of a stormwater discharge permit and of this division. An owner or a person who is the operator of a facility representing a discharge of stormwater associated with industrial activity commits an offense if the person denies the city engineer or authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this division.
- (7) If the city engineer and/or representatives of the authorized enforcement agency has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this division, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this division or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 2153, 5-11-15)

Sec. 114-287. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

(Ord. No. 2153, 5-11-15)

Sec. 114-288. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the authorized enforcement agency within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such

establishment shall also retain an on- site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(Ord. No. 2153, 5-11-15)

Sec. 114-289. Maintenance Agreements

A maintenance agreement shall be required between the City and the Owner for all vegetative, structural, and stormwater best management practices (BMPs) to be constructed on site. For projects in which the Oakland County Standards for Post-Construction Storm Water Runoff apply, stormwater facilities shall be maintained by the Owner and shall be repaired and/or replaced by such person when such facilities are no longer functioning as designed. Records of installation and maintenance and repair shall be retained by the Owner and shall be made available to the City upon request. The maintenance agreement shall be binding on all subsequent owners of land served by the stormwater management and facilities and shall be recorded in the office of the Oakland County register of deeds prior to the effectiveness of the approval of the City of Birmingham City Commission. If the stormwater management BMPs have not been adequately maintained, the City may notify the Owner(s) in writing and require the necessary maintenance or repairs within 90 days of the written notice. Should the Owner fail to comply with the provisions of this Article, the City may, after giving reasonable notice and opportunity for compliance, have the necessary work completed and the Owner shall be obligated to promptly reimburse the City for all costs incurred.

Sec. 114-290. Enforcement; notice of violation.

Whenever the city engineer or authorized enforcement agency finds that a person has violated a prohibition or failed to meet a requirement of this division, the city engineer or other authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
- (5) The payment of a fine to cover administrative and remediation costs; and
- (6) Control measures or BMPs implemented or installed at violation source.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the city or the authorized enforcement agency or a contractor and the expense thereof shall be charged to the violator.

(Ord. No. 2153, 5-11-15)

Sec. 114-291. Enforcement measures.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, then representatives of the authorized enforcement agency may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property upon the issuance of an order from a court of competent jurisdiction. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

(Ord. No. 2153, 5-11-15)

Sec. 114-292. Cost of abatement of the violation.

Within 15 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this division shall become liable to the city by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of one percent above prime per annum shall be assessed on the balance beginning on the first day following discovery of the violation.

(Ord. No. 2153, 5-11-15)

Sec. 114-293. Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this division. If a person has violated or continues to violate the provisions of this division, the city engineer or authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

(Ord. No. 2153, 5-11-15)

Sec. 114-294. Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this division, the city engineer or authorized enforcement agency may allow a violator to perform alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc. The decision to seek alternative compensatory actions does not waive the city or authorized enforcement agency's right to seek legal enforcement from a court of law.

(Ord. No. 2153, 5-11-15)

Sec. 114-295. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this division is deemed a threat to public health, safety, and welfare, and is declared a nuisance, public nuisance and nuisance per se and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

(Ord. No. 2153, 5-11-15)

Sec. 114-296. Violations.

- (a) Any person, firm or corporation determined to have been in violation of the provisions of this division shall be responsible for a municipal civil infraction and subject to the provisions of this Code.
- (b) The city commission by way of the city engineer, in addition to other remedies, may institute any appropriate action or proceeding to prevent, abate or restrain the violation.
- (c) Each day's continuance of a violation shall be deemed a separate and distinct offense. Expenses in connection with such action shall be assessed as damages against the violation.

(Ord. No. 2153, 5-11-15)

Sec. 114-296. Remedies not exclusive.

The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

(Ord. No. 2153, 5-11-15)

Editor's note(s)—Ord. No. 2153, adopted May 11, 2015, enacted provisions intended for use as section 114-296. Inasmuch as there are already provisions so designated, and at the discretion of the editor, said provisions have been redesignated as section 114-295.1.

All other Sections of Chapter 114. – Utilities, shall remain unaffected.

Ordained this _____ day of _____, 2022. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2022 and that a summary was published _____, 2022.

Alexandria D. Bingham, City Clerk

Appendix G: Maintenance Agreement

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on [DATE], by and between [Community Name], (hereinafter “Community”) whose address is [address] and [Owner Name], whose address is [address], (hereinafter “Owner”). Community and Owner agree as follows:

Article I. The Subject Property.

- 1.1 Owner owns the property located at and commonly known as [address or general description] (hereinafter the “Subject Property”). The legal description of the Subject Property is set forth at **Exhibit A**.

Article II. The Stormwater System.

- 2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth at **Exhibit B**.
- 2.2 After construction has been verified and accepted by the Community for the Stormwater System, the Owner shall file with the Community the “as-built” documents showing the design and construction details and shall reference this Agreement.
- 2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

- 3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the “Stormwater O&M Plan” set forth at **Exhibit C** to this Agreement.
- 3.2 The Stormwater O&M plan is subject to approval by the Community.
- 3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

- 3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the Community.
- 3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Community.
- 3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.
- 3.7 The Owner shall annually, by December 30th, provide to the Community records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.
- 3.8 The Community agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

- 4.1 The Community or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.

Upon written notification by the Community or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Community. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

- 4.2 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the Community is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.

- 4.3 In the case of an emergency, as determined by the Community, no notice shall be required prior to the Community performing emergency maintenance or repairs. The Community may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.

The Community, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the Community may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

- 4.4 The Owner hereby conveys to the Community an easement over, on and in the property described in Exhibit A for the purpose of access to the Stormwater System for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System.

Article V. Term and Covenants.

- 5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.
- 5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. The Memorandum.

- 6.1 The Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at **Exhibit D** to this Agreement.

Article VII. Claims and Authority.

The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold Community harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by Community in connection with such Claims or the enforcement of this Agreement.

7.1 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

Owner

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

_____ COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 ____, by _____, the _____ of _____.

Notary Public

Community

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

_____ COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____,
20 ____, by _____, the _____ of
_____.

Notary Public

Explanation of Exhibits

Exhibit A – Legal Description: Provide a legal description and reduced copy map to identify the land parcel(s) affected by this Agreement. This exhibit must be customized for each site. It must include a reference to a Subdivision Plat, Certified Survey number, or Condominium Plat, and a map to illustrate the affected parcel(s).

Exhibit B – Stormwater System Description and Map: Provide a written description and location map of the Stormwater System. This exhibit must be customized for each site. Map scale must be sufficiently large enough to show necessary detail.

Exhibit C – Stormwater O&M Plan: This exhibit explains the basic function of the stormwater management operation and maintenance plan, schedule, and budget providing the minimum specific maintenance activities and frequencies for each practice. The minimum elements of this exhibit include a description of the drainage area and the installed Stormwater System, a description of the specific maintenance activities which should include the following in addition to specific maintenance actions:

- Employee training and duties,
- Routine service requirements,
- Operating, inspection, and maintenance schedules, and
- Detailed construction drawings showing all critical components and their elevations.

The plan must include maintenance tasks and schedules. Refer to the Low Impact Development Manual for Michigan for maintenance task checklists for permanent BMPs and create a table of applicable maintenance tasks and schedules.

Exhibit D – Template for Memorandum of Stormwater Management Operations and Maintenance Agreement: This exhibit contains a template for said Memorandum to be recorded with the County Register of Deeds to put any future owners, or interest holders, on notice of the Stormwater System and the Stormwater System O&M Plan.

Memorandum of Stormwater Management Operations and Maintenance Agreement

The "Owner" _____ and the "Community" _____ have entered into a Stormwater Management Operations and Maintenance Agreement dated _____ for real property located in the State of Michigan, County of Oakland, City of _____ and further described as follows:

[real property description]

Commonly known as: _____

Parcel ID: _____

The Stormwater Management Operations and Maintenance Agreement provides for a stormwater management operation and maintenance plan for a stormwater system located on the real property. It authorizes easements for the local community to take enforcement action if the Agreement is breached. This Agreement runs with the land, binds all current and future owners of the real property and serves the real property in perpetuity.

Owner:

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

_____ COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____,
2017, by _____, the _____ of
_____.

Notary Public

Recording Fee: \$15.00

Drafted by and Return to:



MEMORANDUM

Human Resources Department

DATE: October 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Joseph Lambert, HR Manager

SUBJECT: 2023 Insurance Carrier Change – Blue Cross Blue Shield

INTRODUCTION:

Starting in 2021, the City set out to find ways to improve employee satisfaction and retention through stronger insurance offerings. Additionally, there was a desire to find a more cost efficient means of providing insurance to the City. As a result, the City retained Gallagher and Associates for healthcare consulting services, which saved the City over \$100,000 at that time. After hiring Gallagher & Associates, the City directed Gallagher to review other insurance options available.

BACKGROUND:

Multiple options were considered, and after a thorough review, the Human Resources Department recommends changing insurance carriers from Automated Benefit Services, to Blue Cross Blue Shield of Michigan. Under Blue Cross Blue Shield, benefits eligible employees and retirees will enjoy health, dental, vision, and life insurance benefits that are either identical to these currently provided, and/or enhanced benefits. An identical plan design will be implemented for all active city staff, and the retiree health care members will be consolidated into a Medicare Advantage plan, giving them greater network options at the same or better coverage rates. In addition, it is anticipated that customer service will be improved.

LEGAL REVIEW:

The City attorney has no concerns as to form and content.

FISCAL IMPACT:

It is anticipated that the transition to Blue Cross Blue Shield for active employees and retirees will generate savings of over 15%, or approximately \$1,000,000, in annual insurance costs.

SUMMARY:

By switching the City's active and retiree insurance to Blue Cross Blue Shield, the City will experience both enhanced benefits, and also generate cost savings.

ATTACHMENTS:

- Blue Cross Blue Shield Benefits at a Glance
- Gallagher's 2023 Savings Projections

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to authorize Gallagher & Associates, to proceed with implementing Blue Cross Blue Shield insurance for the City's insurance members, starting on January 1, 2023.



A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

BASERATE QUOTE A1HQB3

A1HQB3

000000000000

Community Blue PPOSM ASC

Effective Date: On or after January 2023

Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Preauthorization for Select Services - Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: A list of services that require approval **before** they are provided is available online at [bcbsm.com/importantinfo](https://www.bcbsm.com/importantinfo). Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.**

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Blue Cross provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PDTTC153060RXCM;XVA ASC

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Benefits	In-network	Out-of-network
Deductible	<p>\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Deductible may be waived for covered services performed in an in-network physician's office and for covered mental health and substance use disorder services that are equivalent to an office visit and performed in an in-network physician's office.</p>	<p>\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network deductible amounts also count toward the in-network deductible.</p>
Flat-dollar copays	<ul style="list-style-type: none"> <input type="checkbox"/> \$20 copay for office visits and office consultations <input type="checkbox"/> \$20 copay for medical online visits <input type="checkbox"/> \$20 copay for chiropractic and osteopathic manipulative therapy <input type="checkbox"/> \$100 copay for emergency room visits <input type="checkbox"/> \$20 copay for urgent care visits 	<ul style="list-style-type: none"> <input type="checkbox"/> \$100 copay for emergency room visits
Coinsurance amounts (percent copays) Note: Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> <input type="checkbox"/> 30% of approved amount for private duty nursing care <input type="checkbox"/> 20% of approved amount for mental health care and substance use disorder treatment <input type="checkbox"/> 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office) 	<ul style="list-style-type: none"> <input type="checkbox"/> 50% of approved amount for private duty nursing care <input type="checkbox"/> 40% of approved amount for mental health care and substance use disorder treatment <input type="checkbox"/> 40% of approved amount for most other covered services
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year	<p>\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.</p>
Annual out-of-pocket maximums - applies to deductibles, flat dollar copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	\$4,000 for one member, \$8,000 for the family (when two or more members are covered under your contract) each calendar year	<p>\$6,000 for one member, \$12,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.</p>
Lifetime dollar maximum	None	

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PD TTC153060RXCM;XVA ASC

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilization for females	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <input type="checkbox"/> 8 visits, birth through 12 months <input type="checkbox"/> 6 visits, 13 months through 23 months <input type="checkbox"/> 6 visits, 24 months through 35 months <input type="checkbox"/> 2 visits, 36 months through 47 months <input type="checkbox"/> Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance, if applicable.	60% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
One per member per calendar year		

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PDTTC153060RXCM;XVA ASC

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Benefits	In-network	Out-of-network
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance, if applicable.	60% after out-of-network deductible
One per member per calendar year		

Physician office services		
Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Online visits - by physician must be medically necessary Note: Online visits by a vendor are not covered.	\$20 copay per online visit	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$20 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$20 copay per urgent care visit	60% after out-of-network deductible

Emergency medical care		
Benefits	In-network	Out-of-network
Hospital emergency room	\$100 copay per visit (copay waived if admitted or for an accidental injury)	\$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services		
Benefits	In-network	Out-of-network
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife		
Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visit	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PDTTC153060RXCM;XVA ASC

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Benefits	In-network	Out-of-network
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	80% after in-network deductible	60% after out-of-network deductible
Unlimited days		
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Note: Nonemergency services must be rendered in a **participating** hospital.

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care - must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
Limited to a maximum of 120 days per member per calendar year		
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care: <ul style="list-style-type: none"> must be medically necessary must be provided by a participating home health care agency 	80% after in-network deductible	80% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> must be medically necessary must be given by a participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) may use drugs that require preauthorization - consult with your doctor 	80% after in-network deductible	80% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males	80% after in-network deductible	60% after out-of-network deductible
Note: For voluntary sterilizations for females, see " Preventive care services. "		
Voluntary abortions	Not covered	Not covered

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PDTC153060RXCM;XVA ASC

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Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Behavioral Health Services (Mental Health and Substance Use Disorder)

Note: Some mental health and substance use disorder services are considered by BCBSM to be comparable to an office visit or medical online visit. When a mental health or substance use disorder service is considered by BCBSM to be comparable to an office visit or medical online visit, we will process the claim under your office visit or medical online visit benefit.

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance use disorder treatment	80% after in-network deductible	60% after out-of-network deductible
Unlimited days		
Residential psychiatric treatment facility: <ul style="list-style-type: none"> covered mental health services must be performed in a residential psychiatric treatment facility treatment must be preauthorized subject to medical criteria 	80% after in-network deductible	60% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> Facility and clinic 	80% after in-network deductible	80% after in-network deductible in participating facilities only
<ul style="list-style-type: none"> Online visits 	\$20 copay per online visit	60% after out-of-network deductible
Note: Online visits by a vendor are not covered.		
<ul style="list-style-type: none"> Physician's office 	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance use disorder treatment - in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavior analysis (ABA) treatment - when rendered by an approved licensed behavior analyst - subject to preauthorization	80% after in-network deductible	80% after in-network deductible
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PD TTC153060RXCM;XVA ASC

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Benefits	In-network	Out-of-network
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	80% after in-network deductible Physical, speech and occupational therapy with an autism diagnosis is unlimited	60% after out-of-network deductible
Other covered services, including mental health services, for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible

Other covered services

Benefits	In-network	Out-of-network
<p>Outpatient Diabetes Management Program (ODMP)</p> <p>Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.</p> <p>Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> 80% after in-network deductible for diabetes medical supplies <input type="checkbox"/> 100% (no deductible or copay/coinsurance) for diabetes self-management training 	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$20 copay per visit	60% after out-of-network deductible
	Limited to a combined 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible
		Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined 60-visit maximum per member per calendar year	
<p>Durable medical equipment</p> <p>Note: DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.</p>	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	70% after in-network deductible	50% after out-of-network deductible

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PD TTC153060RXCM;XVA ASC

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BASERATE QUOTE A1HQB3 A1HQB3 0000000000000 BCBSM Preferred RX Program Effective Date: On or after January 2023 Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Specialty Pharmaceutical Drugs - The mail order pharmacy for **specialty drugs** is AllianceRx Walgreens Pharmacy, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. AllianceRx Walgreens Pharmacy will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to the OptumRx home delivery pharmacy. (OptumRx is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com/pharmacy. If you have any questions, please call AllianceRx Walgreens Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply. The controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

Note: Your prescription drug copays and coinsurance amounts, including mail order copay and coinsurance amounts, are subject to the **same** annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum.

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand-name drug
- the 25% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Generic or prescribed over-the-counter prescription drugs	1 to 30-day period	You pay \$15 copay	You pay \$15 copay	You pay \$15 copay	You pay \$15 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$30 copay	No coverage	No coverage
	84 to 90-day period	You pay \$30 copay	You pay \$30 copay	No coverage	No coverage

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PDTC153060RXCM;XVA ASC

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Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Preferred brand-name drugs	1 to 30-day period	You pay \$30 copay	You pay \$30 copay	You pay \$30 copay	You pay \$30 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$60 copay	No coverage	No coverage
	84 to 90-day period	You pay \$60 copay	You pay \$60 copay	No coverage	No coverage
Nonpreferred brand-name drugs	1 to 30-day period	You pay \$60 copay	You pay \$60 copay	You pay \$60 copay	You pay \$60 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$120 copay	No coverage	No coverage
	84 to 90-day period	You pay \$120 copay	You pay \$120 copay	No coverage	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs. * BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services				
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Prescribed over-the-counter drugs - when covered by BCBSM	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
State-controlled drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved generic and select brand-name prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% of approved amount	No coverage	100% of approved amount	75% of approved amount

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PDTC153060RXCM;XVA ASC

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Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved generic and select brand-name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	75% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug
Note: Needles and syringes have no copay/coinsurance.				
Select diabetic supplies and devices (test strips, lancets and glucometers)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
For a list of diabetic supplies available under the pharmacy benefit refer to your BCBSM drug list at BCBSM.com/pharmacy .				

* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Features of your prescription drug plan	
Custom Drug List	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Generic drug tier - This tier includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. <input type="checkbox"/> Preferred brand-name drug tier - This tier includes non-specialty preferred brand-name drugs. These drugs are more expensive than generic and members pay more for them. <input type="checkbox"/> Nonpreferred brand-name drug tier - This tier includes non-specialty brand-name drugs for which there's either a generic alternative or a more cost-effective preferred brand-name drug available. Members pay more for these nonpreferred brand-name drugs.
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at bcbsm.com/pharmacy.</p>
Maximum allowable cost drugs	When an in-network pharmacy fills a prescription with a MAC drug, we will pay the pharmacy the maximum allowable cost of the drug after minus your cost share.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

CB ASC;CB-AMB ASC;CB-DPP-ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;PDRX ASC;PDTC153060RXCM;XVA ASC

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2023 Dental Marketing Results

PLAN STATUS:	CURRENT	CURRENT	CURRENT	CURRENT	CURRENT	ALTERNATIVE
CARRIER:	ABS/DenteMax	ABS/DenteMax	ABS/DenteMax	ABS/DenteMax	ABS/DenteMax	BCBSM
Effective Date						
PLAN TYPE:	PPO - DEN1 Fire Fighters	PPO - DEN3 Teamsters	PPO - DEN4 Non- Organized/Library	PPO - DEN6 AFSCME	PPO - DEN7 Police / Police Command	ALL ELIGIBLE EMPLOYEES
Plan Basics	Coverage Level	Coverage Level	Coverage Level	Coverage Level	Coverage Level	Coverage Level
Deductible (Individual / Family)	\$0	\$0	\$0	\$0	\$0	\$0
Class I - Preventive	80%	80%	80%	80%	80%	80%
Class II - Basic	80%	80%	80%	80%	80%	80%
Class III - Major	60%	60%	60%	60%	60%	60%
Class IV - Orthodontia	50%	50%	50%	50%	50%	50%
Annual Maximum-Class I-III	\$1,500	\$1,200	\$1,500	\$1,500	\$1,500	\$1,500
Lifetime Maximum-Class IV	\$2,500	\$1,500	\$1,000	\$1,500	\$1,800	\$2,500
Enrollment (By Plan)						
Employee	9	4	15	7	9	44
Employee + Spouse	3	7	20	5	3	38
Employee + Child(ren)	0	2	2	0	3	7
Family	20	13	16	7	24	80
Enrollment (Total)						
Employee	44					44
Employee + Spouse	38					38
Employee + Child(ren)	7					7
Family	80					80
Total =	169					

Note: Complete list of covered services and limitations available in benefit summary. Panoramic/Full-mouth x-rays are covered once every 60 months under BCBSM contract.

2023 Vision Marketing Results

PLAN STATUS: CARRIER: Effective Date	CURRENT ABS - Reimbursement		ALTERNATIVE BCBSM - Blue Vision (Self-Funded) 1/1/2023	
	VISION 1	VISION 2	In-Net	Out-Net
PLAN BASICS				
Exam	100% of reasonable & customary fees	100% of reasonable & customary fees	Covered 100% after \$5 Copay	Up to \$50 (less \$5 copay)
Lenses Copay				
Single Vision Lenses	\$75	\$65	\$10 Copay applies to both lenses and frames	Reimbursement up to approved amount based on lens type less \$10 copay
Bifocal Lenses	\$100	\$90		
Trifocal Lenses	\$110	\$100		
Lenticular Lenses	\$125	\$115		
Frame	\$90	\$90	\$130 allowance that is applied toward frames less \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$70 less \$10 copay
Contact Lenses				
Necessary⁴			\$10 Copay	Reimbursement up to \$210 (less \$10 copay)
Elective	\$130	\$130	\$130 Allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses	\$105 Allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses
Coverage Periods				
Exams	24 Months	24 Months	12 Months	
Lenses	24 Months	24 Months	12 Months	
Frames	24 Months	24 Months	12 Months	
	Benefits are available for the Employee and Spouse once every 24 months. Benefits for eye exams and resultant materials (glasses or contacts) are limited to once every 24 months. Benefits for eye exams and resultant materials are limited to once every 12 months for eligible dependent children until the end of the calendar year in which they turn 19, subject to the Plan's eligibility provisions.			

2023 Marketing Results / Projections



7K

Medical/Rx Summary

	ABS/National Script/Symetra 1/1/22 - 12/31/22	BCBSM (Direct) Self Insured Actives/Pre-65 Retirees Medicare Advantage 65+ Retirees 1/1/23 - 12/31/23
Medical/Rx - Actives/Pre-65 Retirees	\$6,066,280	\$4,507,246
Medical 65+ Retirees	Included Above	\$431,395
Total Gross	\$6,066,280	\$4,938,641
Total Gross PEPY	\$18,163	\$14,786
\$ Difference from Current		(\$1,127,639)
% Difference from Current		-18.6%

Average Employee Count
(BCBSM/BCN) 334

PEPY = Per Employee Per Year Cost
Headcounts taken from June 2022 ABS Reporting



MEMORANDUM

Department of Public Services

DATE: October 12, 2022

TO: Thomas M. Markus, City Manager

FROM: Carrie A. Laird, Parks and Recreation Manager

SUBJECT: South Well Sites/ Well Sites

INTRODUCTION:

The Department of Public Services (DPS) was asked to examine and report on the history of the designation of the two South Well site parcels- as park property. These are referred to as the South Well Sites, located at the SW corner of both Southfield Road and Wakefield and Southfield Road and Southlawn.

BACKGROUND:

The southernmost property next to Market Square is .17 acres consisting of Lots 301, 302, 303 and north ½ of Lot 304. Historically referred to as one of the Southfield Well Sites, it was conveyed to the City of Birmingham in August of 1940 for the purpose of a well site. The City parcel located at the SW corner of Southfield Road and Southlawn is .52 acres consisting of Lots 291 to 298. Conveyance occurred in February of 1941 for the purpose of a well site. This property reverted to public use ten (10) years from the conveyance date. Neither property is used for their original purpose. There are no deed restrictions identified with either property.

Dating back to March of 1980, we found some activity with the Planning Board and City Commission about rezoning the property (Southfield Well Site) next to Market Square from Public Property (PP) to Neighborhood Business (B-1). The Planning Board recommended that Southfield Well Site be retained in its Public Property classification and be referred to the Parks and Recreation Board for consideration as a permanent park.

The City Commission meeting of March 31, 1980 held a public hearing to rezone Southfield Well Site to B-1. The motion by the City Commission was to take no action on the proposed rezoning of this property. Comments reflected by the City Commission was to keep the property as a green area. As a result, the property was not officially designated as a park.

The Parks and Recreation Master Plan 2000-2005 lists all former well sites, see attachment, as part of the park inventory. These are all classified as Mini-Parks, based on the National Recreation and Park Association criteria and definitions. The parks along Southfield Road as part of this report have remained designated as Mini Parks in every Parks and Recreation Master Plan, to date.

The City Commission adopted the Parks and Recreation Master Plan on June 26, 2000. Every five years an updated Parks and Recreation Master Plan is prepared and adopted by the City Commission. The current plan is the 2018 Parks and Recreation Master Plan. In 2023, we will be working on the next five year plan.

At the September 13, 2022 meeting, the Parks and Recreation Board made the motion to recommend the City Commission review all well sites (Baldwin, Derby, Redding and South {Well Sites}) and have them be considered as mini parks as part of the City of Birmingham Parks and Recreation Master Plan inventory.

After the September Parks and Recreation Board meeting, another review of the well sites provides the following information:

Wakefield Well (now called Pumphouse Park) dating back to March of 1980 at the same meeting as South Well re-zoning, was considered for re-zoning from PP to R2, and no action was taken at the City Commission level. More recently, in 2010, the City Commission passed a resolution approving the Birmingham Farms Neighborhood Association request to rename Wakefield Well Site to "Pump House Park".

Time has not permitted for a thorough exploration of each well site. However, it is staff's understanding that not one of the public property deemed a well site has been designated officially by the City Commission as parks. As such, we recommend that the city only proceed with the South Well sites designation. City staff will proceed with additional research on the other sites and make a subsequent recommendation to the Parks and Recreation Board and eventually back to the City Commission.

LEGAL REVIEW:

The City Manager spoke to legal counsel about park designation and she agreed.

FISCAL IMPACT:

N/A

PUBLIC COMMUNICATIONS:

South Well site matter was placed on Parks and Recreation Board agenda, September 13, 2022. All related well site designations will continue to be placed on the Parks and Recreation and City Commission agendas. Homeowner association contacts have been notified for the South Well sites, and we will notify the appropriate associations for the additional well sites as appropriate.

SUMMARY:

Based on the research of both public property spaces along Southfield Road, referred to as South Well Sites, we have determined the property is City owned. They both were designated as Mini-Parks in the Parks and Recreation Master Plans over the past twenty-two years.

The Parks and Recreation Board expanded the recommendation of officially designating South Well site as a park to include all well sites listed in the current and previous Parks and Recreation Master Plans as mini parks. City staff recommends that only the South Well Sites receive a park designation, the other sites will go through further review and be placed on a future Parks and Recreation Board agenda.

Going forward, the Parks and Recreation Board, when considering other public property locations to be included in the next Parks and Recreation Master Plan as Public Recreation Facilities, will formally request from the City Commission that certain identified parcels be designated as park property.

All identified “mini-parks” in the Parks and Recreation Master Plan are public property, see the 2018 Parks and Recreation Master Plan Map and City of Birmingham Zoning Map.

ATTACHMENTS:

1. South Well Sites
2. 2018 Parks and Recreation Master Plan – Map 2 Parks and Recreation Inventory and Service Area
2. Mini Parks Listing
3. Table 5 – Recreation Inventory
4. City of Birmingham Zoning Map
5. September 13, 2022 Parks and Recreation Board Minutes

SUGGESTED COMMISSION ACTION:

To designate Baldwin Well, Derby Well, Redding Well, and South Well sites as mini-parks as part of the City of Birmingham Parks and Recreation Master Plan inventory. (Parks and Recreation Board Recommendation)

OR

To designate South Well sites as parks, and further direct the City Manager to have additional research conducted, prepare recommendations to the Parks and Recreation Board for their deliberations, and recommendation to the City Commission. (City Staff Recommendation)



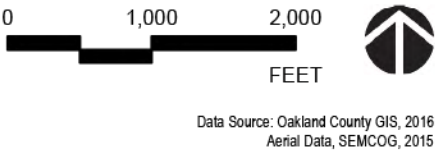
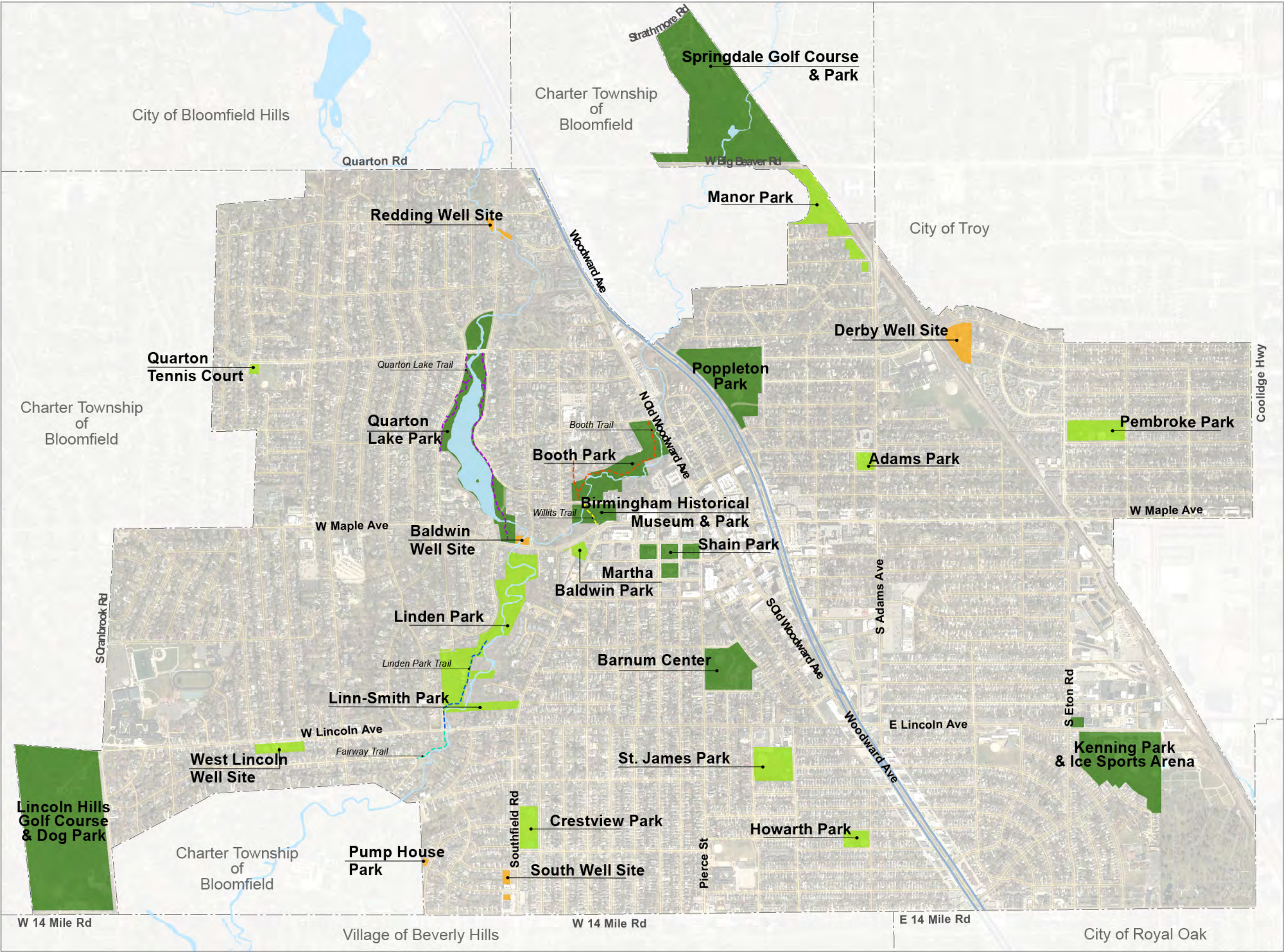
Map 2 Parks and Recreation Inventory and Service Areas

City of Birmingham, Michigan

March 26, 2018

LEGEND

- Mini Parks
- Neighborhood Parks
- Community Parks
- Waterbodies
- Municipal Boundary



Mini Parks

Mini parks are categorized as small, specialized parks that usually serve the needs of residents in the immediate neighborhood. These parks usually serve a limited population or specific demographic group. For detailed information about accessibility rankings, see page 51.

Baldwin Well Site	ACCESSIBILITY RANKING 1	ACREAGE 0.55	CLASSIFICATION Mini Park
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Baldwin Well Site is located at the corner of Baldwin and West Maple. No amenities are located at this site.

Derby Well Site	ACCESSIBILITY RANKING 2	ACREAGE 3.57	CLASSIFICATION Mini Park
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The Derby Well Site, located on the northeast side of the city adjacent to the railroad along Derby Road, contains no recreational amenities



Pump House Park	ACCESSIBILITY RANKING 1	ACREAGE 0.2	CLASSIFICATION Mini Park
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The Pump House Park is located in the southwest portion of the city at Wakefield and Norfolk. There is some small play equipment located at this site.

Redding Well Site	ACCESSIBILITY RANKING 1	ACREAGE 0.38	CLASSIFICATION Mini Park
--------------------------	---------------------------------------	------------------------	------------------------------------

Redding Well Site is located at the corner of Lakeside Drive and Redding in the northwest portion of the city. No amenities are located at this site

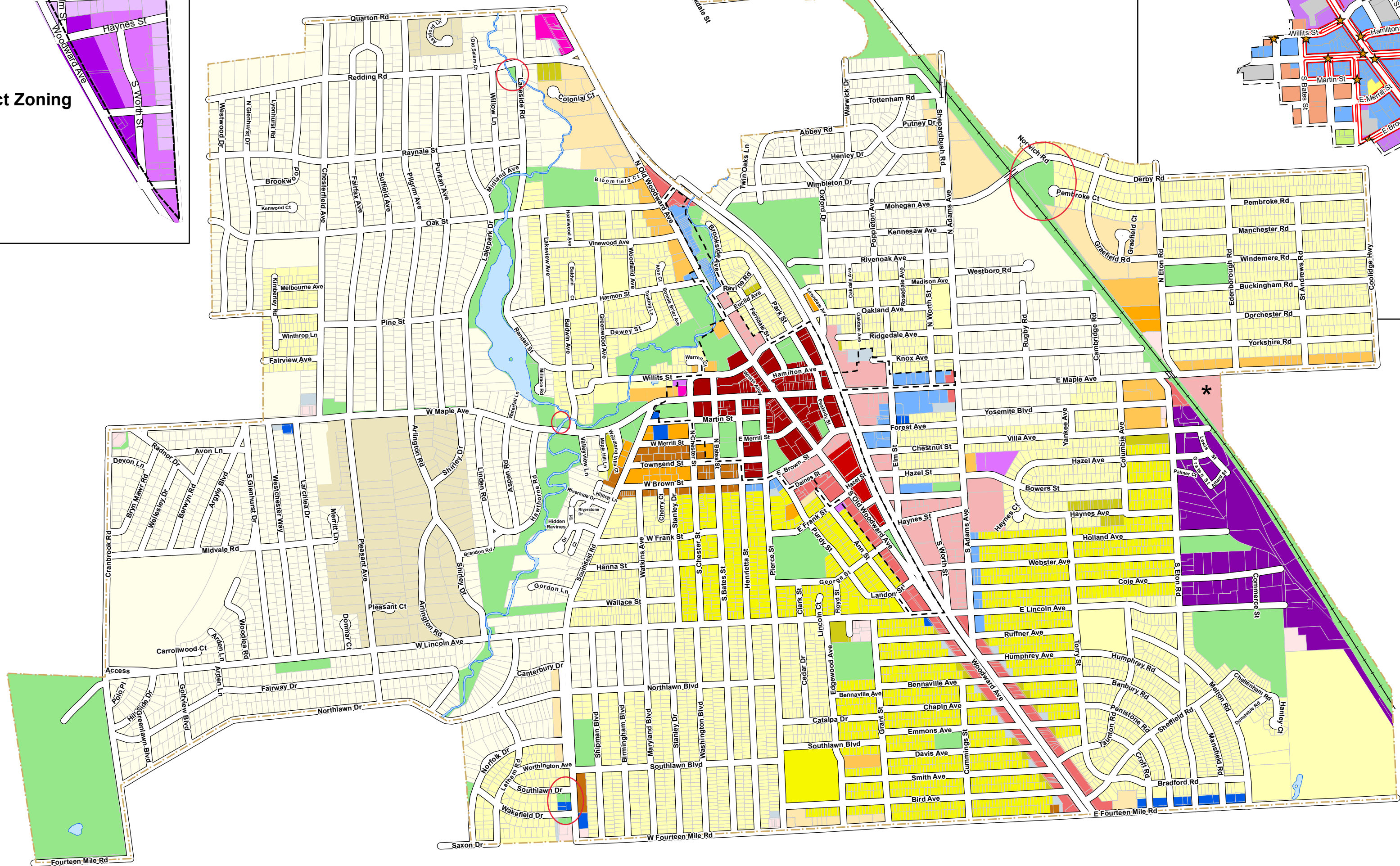
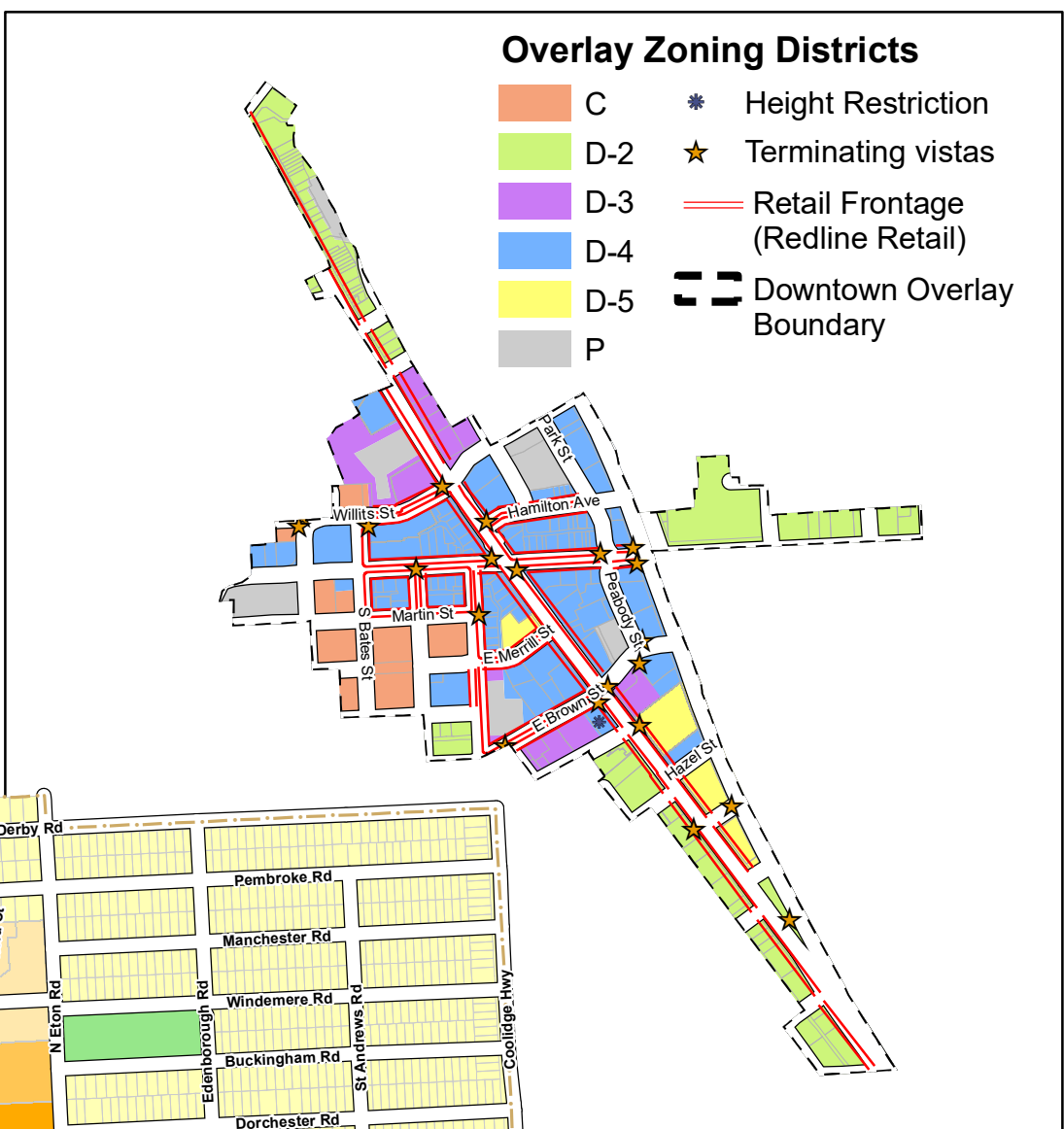
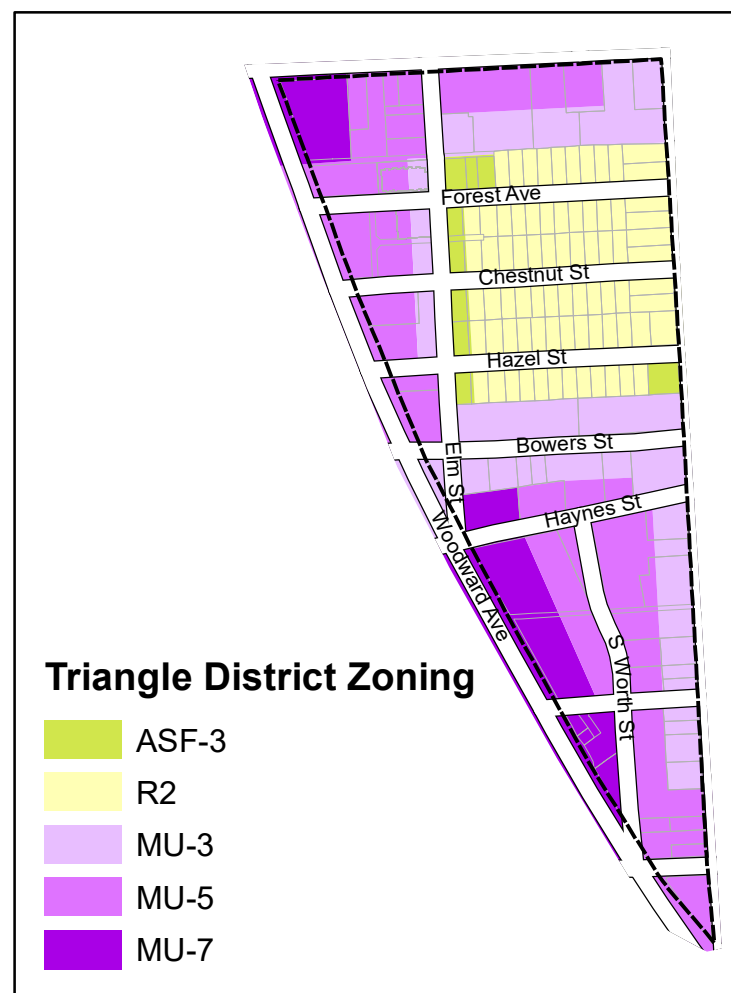
South Well Site	ACCESSIBILITY RANKING 1	ACREAGE 0..64	CLASSIFICATION Mini Park
------------------------	---------------------------------------	-------------------------	------------------------------------

The South Well Site, which is broken into two small vacant parcels, is located at Southfield and Southlawn in the southwestern portion of the city.

Table 5: Recreation Inventory

	Acres	Accessibility Assessment	Electrical Outlets	Parking	Restrooms	Benches	Bike Racks	Trash Receptacles	Dog Park	Football Field	Skate Park	Little League Diamonds	Softball Diamond	Regulation diamond	Soccer Area	Walking Path	Tennis Courts	Ice Skating	Open Space	Play Areas	Basketball Hoop	Volleyball Court	Picnic Shelter	Picnic Tables	Grills	9-Hole Golf Course	Drinking Fountain	Sledding	Cross Country Skiing	Fishing	Meeting Space	Ice Rink	Gymnasium	Swimming Pool
PUBLIC RECREATION FACILITIES																																		
Pump House Park	0.2	1				x		x											x	x														
Redding Well Site	0.38	1																	x															
Baldwin Well Site	0.55	1																	x															
South Well Site	0.64	1																	x															
Derby Well Site	3.67	2																	x					1										
Quarton Tennis Court	0.43	3				x		x									2										1							
Martha Baldwin Park	0.99	2				x		x											x															
Adams Park	1.45	2				x		x							x				x	x	1													
Howarth Park	1.98	3				x		x				1							x	x				3			2							
Linn-Smith Park	2.04	1																	x															
West Lincoln Well Site	2.24	2		x		x		x									2		x	x				2			1							
Crestview Park	3.58	3				x		x							x		2			x				3			1							
Pembroke Park	5.3	3				x	1	x				1			x		2		x	x	x			4			2							
St. James Park	5.98	2		x		x	1	x						1	x		2		x	x	x			3			2							
Linden Park	7.37	2				x		x								x			x	x														
Manor Park	8.47	1				x		x								x			x															
Shain Park	2.26	4	x	x		x	x	x											x	x				x			2							
Birmingham Museum	2.83	4	x	x	x	x		x											x															
Booth Park	3.93	4	x			x		x								x			x	x				3			1	x						
Barnum Park	9	4		x		x		x					1		x	x		x	x	x				8			2							
Poppleton Park	17.21	3		x		x		x					1				2		x	x				3			1							
Kenning Park	21.71	3		x		x		x			x	3	1		x		4		x	x				3			3							
Quarton Lake	27.03	3		x		x	4	x								x			x												x			
Springdale Park and Golf Course	45.03	3	x	x	x	x		x											x	x			x	x	x	x	1							
Lincoln Hills Golf Course	57.13	4		x	x			x	x														x	x	x	x		x		x		x		
Ice Sports Arena	na	4		x	x	x		x										x													x	x		
TOTAL ACREAGE	231.4																																	
PUBLIC SCHOOL FACILITIES																																		
Quarton School	6.85		x	x	x							2			x					x	4									x		x		
Pierce School	10.9		x	x	x							x	x		x					x	2									x		x		
Derby Middle School	21.44		x	x	x									x	2						3									x		x	x	
Seaholm High School	44.54		x	x	x					x				2	x		7		x			2								x		x	x	
Midvale Center	n/a		x	x	x															x										x		x		
TOTAL ACREAGE	83.73																																	
PRIVATE SCHOOL FACILITIES																																		
Roeper School	1.52		x	x	x	x		x		x																				x				
Holy Name Catholic School	3.52		x	x		x		x																						x				
Eton Academy	4.43		x	x		x		x											x											x				
Our Shepherd Lutheran	9.17		x	x	x	x		x											x	x	2									x				
TOTAL ACREAGE	19.14																																	
PRIVATE RECREATION FACILITIES																																		
Community House	0.85		x	x		x																								x				
YMCA	1.52		x	x		x																										x	x	
Forest Hills Swim Club	1.65		x	x		x																											x	
Birmingham/Bloomfield Art Center	3.43		x	x		x																												
Birmingham Racquet Club	na																6																	
TOTAL ACREAGE	7.5																																	
TOTAL ACREAGE (ALL ABOVE)	451.94																																	

- Mini Park
- Neighborhood Park
- Community Park



City of Birmingham
A Walkable Community

1,500 750 0 1,500 Feet

Coordinate System: State Plane Coordinate System Michigan South Zone 2113 Projection: Lambert Conformal
Conic, Units: International Feet, Datum: NAD83
Data Sources: Oakland County GIS Utility, City of Birmingham
Updated: February 17, 2017

City Of Birmingham Zoning Map

R1	Single-Family Residential	R7	Multiple-Family Residential	B-2B	General Business
R1-A	Single-Family Residential	R8	Multiple-Family Residential	B-3	Office-Residential
R2	Single-Family Residential	TZ1	Transitional Zoning 1	B-4	Business-Residential
R3	Single-Family Residential	TZ3	Transitional Zoning	O-2	Office Commercial
R4	Two-Family Residential	MX	Mixed-Use	O-1	Office
R5	Multiple-Family Residential	B-1	Neighborhood Business	P	Parking
R6	Multiple-Family Residential	B-2	General Business	PP	Public Property
		B-2	General Business Limited to Grocery Store Use		Downtown Overlay Boundary

DPS Director Wood stated whatever is built on the Fire Station #2 property needs to be designed with flexibility and latitude that require relocating site amenities in case there is expansion of the fire station.

Carmona expressed gratitude for the efforts of Christopher Longe's concept plan for Fire Station #2 that was provided.

No Action Taken

Agenda item #2: South Well Site – Parks along Southfield Road

DPS Director Wood was asked to review and report on the history of the designation of parcels as park property and status of the two (2) City of Birmingham owned parcels along Southfield Road. These are referred to as the South Well Site, which is broken into two small parcels, located at the southwest corner of both Southfield Road and Wakefield and Southfield Road and Southlawn that total .64 acres.

DPS Director Wood is asking the Board to make a motion to recommend the City Commission to designate the South Well Site, .64 acres, located at the SW corner of Southfield Road/Wakefield and the SW corner of Southfield Road/Southlawn, as park property.

Discussions revolved around the impact of documenting the designation of park property. DPS Director Wood stated there were several public property that are not identified as a park but is a vacant piece of property which would be suitable for other types of development and could be reclassified.

It was moved by Graham, seconded by Lipp, to recommend the city to review the four (4) well sites (Baldwin, Derby, Redding and South) and have them be considered mini parks as part of the City of Birmingham Parks and Recreation Master Plan inventory.

Ayes,	Heather Carmona, Susan Collins, Pam Graham, Ross Kaplan, Anne Lipp, Ellie Noble and John Rusche
Nays,	None
Absent,	None



Maintenance/Capital Improvement Committee Report April 12, 2016

Members: Steve Quintal, Chair; Doug Fehan; Bill Roberts, Vicki Walsh

Staff: John Heiney, Lori Rondello, Carrie Laird, Mike Jurek

Holiday Lighting and Decor

- Staff are working on expanding the new light pole displays for 2016. Carrie suggested holding off on purchasing additional light displays for 2016, since Old Woodward will be completely reconfigured after construction in 2017. Instead, the committee will focus on a major light display for the intersection of Old Woodward and Maple, plus possible across-the street decorations. See attached photo samples.

Summer Floral Displays

- Staff was directed to look into alternate materials for the large planters. One possibility is custom metal fabricated planters. These would be lighter and more resilient to moving or damage. John is asking landscape architects Mosher Associates to develop some design ideas, and expects to have something to look at for the next meeting.

Recycling

- DPS has placed blue recycling containers in Shain Park. They also painted for of the metal containers blue and placed a recycle symbol on them in the downtown area. There are four placed around Old Woodward and Maple.



Next Scheduled Meeting: Tuesday, May 10 at 8 a.m. City Hall, 2nd Floor Conference Room

2015-16 Budget: \$65,000

Remaining after April vouchers: \$5,700

7M1



7M1



7M1



Nordic | pole & lamp



1 Nordic Wind



2 Nordic Pole Light



3 Nordic Sparkle



4 Nordic Wind Wheel

- 1 Nordic Wind
932-957-US / ~ 32' x 11.3' x 4.5' / ~ 9.5 kg / / P-3
932-958-US / ~ 32' x 11.3' x 4.5' / ~ 9.5 kg / / P-3
- 2 Nordic Pole Light
932-955-US / ~ 4' x 11.3' x 4.5' / ~ 12 kg / / P-3
933-955-US / ~ 11.3' x 3.9' x 4.5' / ~ 10 kg / / T-4
- 3 Nordic Sparkle
932-953-US / ~ 3.5' x 3.5' x 4.5' / ~ 5 kg / / P-2
932-954-US / ~ 3.5' x 3.5' x 4.5' / ~ 5 kg / / P-2
933-953-US / ~ 2.6' x 2.6' x 4.5' / ~ 3.5 kg / / T-2
933-954-US / ~ 2.6' x 2.6' x 4.5' / ~ 3.5 kg / / T-2
- 4 Nordic Wind Wheel
932-946-US / ~ 3.7' x 4.3' / ~ 7 kg / P-2
933-946-US / ~ 3.9' x 4.5' / ~ 6 kg / T-2



Nordic | across street



1 Nordic Breeze

933-951-US / - 1.8' x 8' / - 4 kg / / T2
 933-952-US / - 1.8' x 8' / - 4 kg / / T2
 933-945-US / - 6.6' x 2.6' / - 5.5 kg / / T2
 932-945-US / - 2.6' x 6.6' / - 6.5 kg / / P2



3 Nordic Light

933-947-US / - 8' x 2' x 1.2' / - 6 kg / / T3
 933-948-US / - 8' x 2' x 1.2' / - 6 kg / / T3
 932-947-US / - 2.6' x 8' x 1.2' / - 7.5 kg / / P2
 932-948-US / - 2.6' x 8' x 1.2' / - 7.5 kg / / P2
 933-956-US / - 3.9' x 3.9' x 4.5' / - 6.5 kg / / T2
 932-956-US / - 4.1' x 4' x 4.5' / - 7.5 kg / / P2



4 Nordic Rose

Across | selection



1 Astero Sky

Across | selection



2 Polaris Sky



1	933 918 US	16.8 × 5.3	23 kg	   	1.3
	933 917 US	16.9 × 5.3	23 kg	   	1.3
2	933 776 US	13.2 × 4.5	16 kg	   	1.3
	933 863 US	13.2 × 4.5	16 kg	   	1.3
3	931 258 US	18.5 × 5.3	20 kg	   	1.5
	931 359 US	18.5 × 5.3	20 kg	   	1.5



MEMORANDUM

DATE: May 9, 2016

TO: BSD Maintenance Committee

FROM: John Heiney

SUBJECT: Holiday Light Decorations – Additional Information

I met with the rep from Bronners yesterday to discuss across-the-street decorations in more detail. Specifically I was asking for specifications, and information about the dedicated banners they use in Frankenmuth. Here is what I learned:

Size and Weight

- The typical light banner display is 40' across. It is either a steel frame or aluminum frame (the Euro lights are aluminum). Steel frames are about 150-175 lbs. Aluminum are 125-150 lbs. They are hung on steel cable.

Electrical

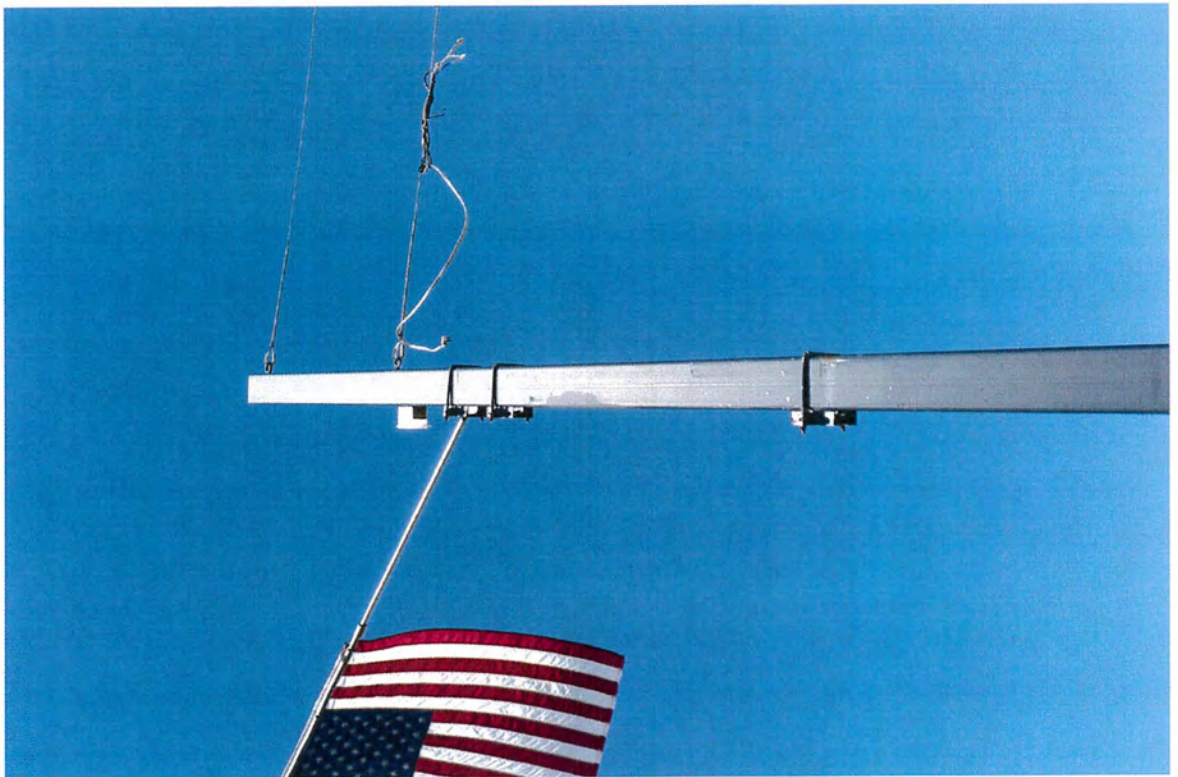
- All are 120 Volt, 15-20 amps. He noted that if an outlet is above 14' high in most communities, no GFI is required. This would certainly help alleviate outages. They also have a special moisture seal design. They have a UL approval (something the other company does not yet).

Dedicated Poles

- Frankenmuth has some that were locally produced. They are 6 inch square tubes bolted to a cement base. They are 20' tall. They have two cables each, which allows for easier banner installation. Frankenmuth uses their poles for holiday lights, a flag holder, and decorative pole banners.
- The dedicated poles can have multiple uses include:
 - Holiday décor
 - Event Banners
 - Planters with electrical watering system
 - Flag holders
 - Wifi boosters
 - Security cameras (possible cost share or lease)

Proposed Locations for Kiosk and Decor Poles





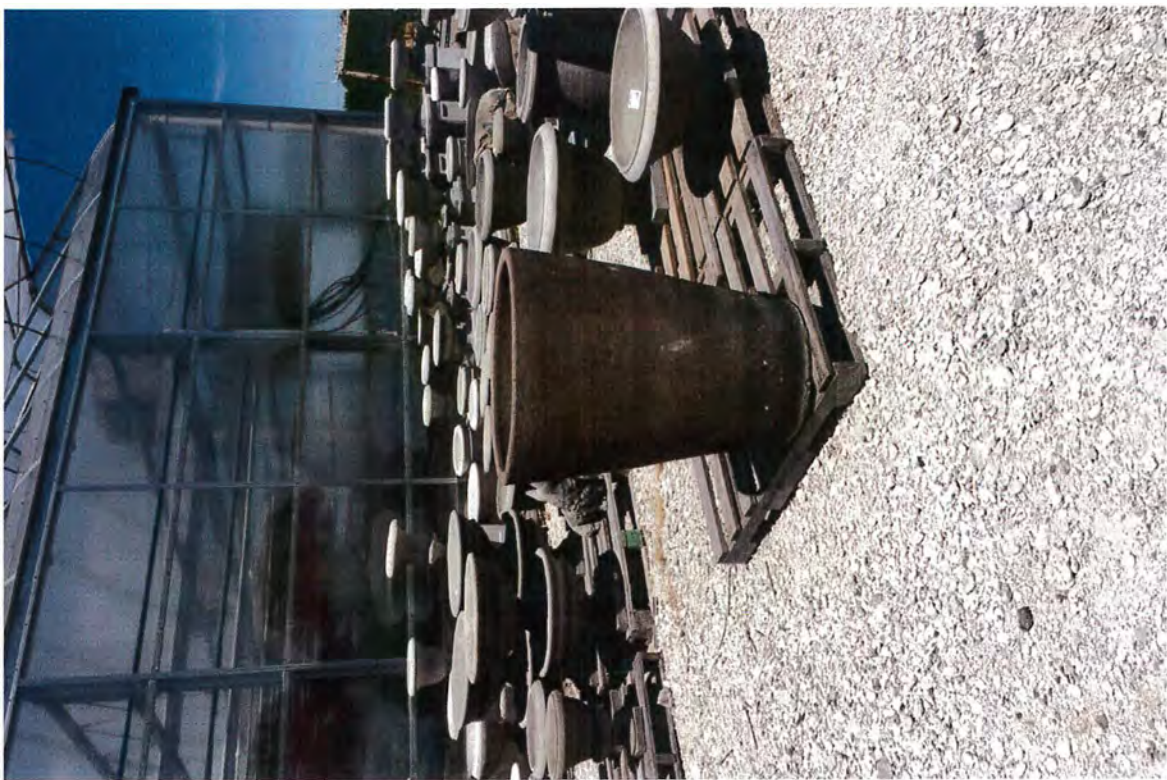
7M1



7M1



7M1



7M1



Maintenance/Capital Improvement Committee Report August, 2016

Members: Steve Quintal, Chair; Doug Fehan; Bill Roberts, Vicki Walsh

Staff: John Heiney, Carrie Laird, Mike Jurek

Holiday Lighting and Décor

- In June, John presented information and specifications for across-the-street light displays from Bronners. He said that the City is currently reviewing streetscape elements for Old Woodward, and that dedicated poles would likely need to be used. Finally, the City is looking into 24 hour power for the holiday lights. Currently, the power outlets on the street lights come on when the lights do- at dusk.
- The committee would like to have some input on the design of the light poles, at least the possible display at Old Woodward and Maple. They are attempting to set a meeting with Victor Saroki to discuss some ideas for the centerpiece display.

Summer Floral Displays

- John presented additional options for the large planters. He said there is a company that produces composite, lightweight planters, for under \$500 each.
- The committee reviewed the options and saw some possibilities, but they want to continue looking at metal fabrication before a final decision is made.
- All hanging baskets are installed except Hamilton Row. When Hamilton is completed, the remaining flower baskets will be installed there.

Downtown Power Washing and Recycling

- Power washing was completed in Shain Park, following the early summer events.
- The City has painted four trash containers blue and placed them along Old Woodward near coffee shops and bakeries. There are also recycle containers in Shain Park as well. Four additional blue painted recycle containers have been placed in front of the Farmers Market entrance, Beyond Juice, Booth Park and Greek Islands.

Next Scheduled Meeting: Tuesday, August 9 at 8 a.m. City Hall, 2nd Floor Conference Room

2016-17 Budget: \$70,000

Remaining after July vouchers: \$70,000



Maintenance/Capital Improvement Committee Report For September 13, 2016

**Members: Steve Quintal, Chair; Doug Fehan; Bill Roberts,
Amy Pohlod, Vicki Walsh**

Staff: John Heiney, Carrie Laird, Mike Jurek

The committee welcomed Amy Pohlod, their newest member.

Holiday Lighting and Décor

- Carrie Laird presented a new lighting plan for Shain Park. The plan will utilize the same number of lights as last year, but they will be slightly re-allocated. The planned effect will be just as impactful as last year, but more efficient use of the lights.
- The DPS team also proposed a new display in the park near the Marshall Fredericks sculpture. The committee liked the idea, but some coordination will need to be done to make sure it does not interfere with Winter Markt setup. John will work with DPS on this.
- John indicated that the “ceiling of light” display on Merrill will extend west toward Pierce Street, effectively doubling the size of the display this year. Property owners have signed off and are excited about the installation. The cost will be \$8,000 this year, then \$6,000 for subsequent years.
- The DPS will change out fewer lights this year, in anticipation of the upcoming Old Woodward construction. They will move some “one year old” lights from other areas to Old Woodward temporarily. The end result will be slightly lower costs this year, and it avoids using brand new lights which would have to be dismantled for road construction.
- John reported that Santa House will need a new décor plan. The committee asked about bringing back the display from a few years ago, which wrapped Santa House in lights. John will get an estimate from his contractor.

Summer Floral Displays

- Steve Quintal showed an updated drawing of the proposed metal containers. They are the same height as the concrete ones (42 inches), but are less “top heavy” in design. The committee would like to develop a prototype before winter to see how it weathers and holds the planting materials.
- Mike Jurek indicated that a significant number of flower baskets and planters will be displaced during next year’s road work on Old Woodward. He will provide a count of baskets in the construction area. The committee agreed to save the cost of the plantings next year and put them towards the new planters. Once a count is made, John will estimate the cost savings for 2017.
- The committee agreed to continue the agreement with Nick’s Maintenance for one more season for snow removal. Then, in early 2017 the BSD will go out for bid.
- The Committee also would like to extend floral agreements, providing costs remain the same. John will reach out to the vendors and report back on this.
- DPS will remove flowers that look distressed then fully remove them by early October.
- Fall power washing will occur in October. John requested adding Brooklyn Pizza sidewalk to the job area.

Next Scheduled Meeting: Tuesday, October 11 at 8 a.m. City Hall, 2nd Floor Conference Room

2016-17 Budget: \$70,000

Remaining after September vouchers: \$68,555



CITY MANAGER'S REPORT

October 2022

Baldwin Public Library

Library Board Update

The Library Board met on October 17 for a regular meeting. The Board selected a new janitorial services company, made design decisions for the cafe in the Phase 3 renovation, and approved updates to the library's Naming Rights Policy, Code of Conduct, Privacy Policy, Library Displays Policy, Group Study Rooms Policy, and Unattended Children Policy.

Behind the Scenes Tour

If you'd like to learn even more about the library, join Library Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the Library's vestibule on Thursday, November 10 at 10:00 a.m.

Used Books and Media Sale

The Friends of the Baldwin Public Library will hold a sale of used books and media on Saturday, October 29 from 10 a.m.-4 p.m., Sunday, October 30 from 12-4 p.m. and Monday, October 31 from 10 a.m. to noon on the lower level of the Baldwin Public Library. On Friday night, October 28, Friends members will have the opportunity to shop a special pre-sale from 6-8pm. Memberships will be available for purchase at the door. All proceeds benefit the library's programs and services.

The Birmingham Museum

November is National Native American Heritage Month, and the museum regularly gets questions about local archaeology and the Indigenous People who lived here before Birmingham was settled. So, as part of its monthly free lecture series at the Baldwin Public Library, the museum will present a program on November 10 at 7 PM entitled, "Buried Past: Birmingham's Indigenous People and Archaeological Heritage." The presentation will explain the importance of the Saginaw Trail (now Woodward Avenue) to our Native American history and highlight over 10,000 years of archaeological artifacts from the Birmingham area currently on display at the museum.

Birmingham Shopping District (BSD)

DPS Appreciation Lunch

On Wednesday, September 14, 2022, the BSD Board provided lunch for all 40 of our Department of Public Services employees in appreciation for all of their hard work assisting the BSD Board and staff with special events, installing and removing holiday lighting, and keeping our streets, sidewalks and parks beautiful all year (and much more). A large assortment of smoothies, wraps, cookies and potato chips

from Tropical Smoothie Café were enjoyed by all.

Birmingham Art Walk

This year the BSD and the Birmingham Bloomfield Art Center sponsored the first ever Birmingham Art Walk on the evening of Thursday, October 13, 2022. This strolling downtown event featured many artists showcasing their talents and art pieces at more than 15 shops and establishments in the heart of downtown. Individual merchants offered special promotions and light refreshments for guests, with musical entertainment provided by a quartet of singers performing on City sidewalks throughout the event area. Save the date for next year's Birmingham Art Walk, tentatively scheduled for Thursday, October 12, 2023.

Farmers Market

On Sunday, October 30, 2022 from 9:00 a.m. – 2:00 p.m., the Birmingham Farmers Market will wrap up its 20th season in Public Parking Lot 6. Visitors are encouraged to wear costumes, and can enjoy live music, pumpkin decorating, hay bale climbing, trick-or-treating and more at our End of the Season Celebration, as we say farewell to another great season at the Birmingham Farmers Market.

The Birmingham Farmers Market would like to thank our vendors, sponsors and patrons for a wonderful 20th anniversary season! The market featured over 110 vendors (including 36 new) and sponsors providing local produce, plants, fresh foods and other goods and services, throughout the season. May through September, the market welcomed over 44,000 patrons and expects that total to be over 50,000 at the end of the season.

Small Business Saturday

On Saturday, November 26, 2022 the BSD is kicking off the holiday shopping season. Please come out and support our local businesses, sip hot chocolate and enjoy special giveaways all day. In addition, shoppers and families can participate in the annual Santa Walk, enjoy horse-drawn carriage rides and park free of charge in the parking structures all day. Shoppers can also look forward to the 2022 Holiday Gift Guide that will be sent out in November, and save the dates for the Birmingham Winter Markt that will be open December 2 – 4, 2022.

BSD Board Chair Succession

After 30 years of service to both the BSD and the City, Geoffrey Hockman has stepped down as Chair of the BSD Board, and has passed the gavel to Amy Pohlod. Mr. Hockman will continue to serve as a BSD board member through the end of his term in November of this year.

Both the BSD and the City would like to thank Mr. Hockman for his longstanding history of service in all facets of our community, whether as City Commissioner, Mayor, School Board President, or BSD Board member, to name just a few of the volunteer positions he has held over his distinguished career.

Building Department

Monthly Report

The [Building Department's monthly report](#) provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted. In September, we processed 424 online permit applications, totaling 3,767 applications so far in 2022.

Proposed Road Preservation Bond

The Building Department is drafting language proposing that a road preservation bond be required for all new home builds. A fee in the amount of \$5,000 will be held until the project is completed to ensure that no damage occurs to City roads and right-of-ways during construction. In the event that damage occurs, the bond will be held until the road is repaired in accordance to City standards. We anticipate presenting this proposal to the Commission for approval by the end of the year.

Risk Management Audit

The department is in preparation for our upcoming ISO (International Organization for Standardization) risk management audit. This audit is an operational review conducted every five years that is used to evaluate building departments for enforcement of codes and safety standards, public awareness programs, budgeting, and staff education and professionalism. Classification scoring ranges from 1 (exemplary) to 10 (requires improvement). Scores are used for insurance rating and underwriting purposes.

The ISO has been developing standards for varying industries and communities for around 75 years, but only began assessing building code enforcement in 1992 in response to the catastrophic losses resulting from Hurricane Andrew.

When our department was evaluated 10 years ago, our ranking increased from a score of 3 to a score of 2. We were only the second building department in the State of Michigan to have achieved this score. We are still one of only five building departments in the State to hold this ranking.

In order to demonstrate compliance in the key areas of focus, we are organizing a comprehensive report of the following information and documents:

- Administration of codes, appeal processes, and code adoption
- Employee data sheets providing qualifications and experience, levels of responsibility, continuing education, and any applicable professional certifications
- Plan review procedures including checklists, hazard mitigation measures, certification of reviewers and Building Official, and use of outside professionals
- Field inspection details such as inspection and safety checklists, special inspection criteria, and inspector qualifications
- Revenue and expense data
- Public awareness programs including informational guides and handouts, community newsletters, and public meetings and forums

City Clerk's Office

2022 November General Election

Last Minute Voting Reminders

October 25th through Election Day

Voter Registration must be completed in person at the Clerk's Office with proof of residency required.

Friday, November 4th by 5 pm

Last day to apply for an absent voter ballot to be sent in the mail.

Last day voters may submit a written request to spoil their absent voter ballot and receive a new one by mail.

Saturday, November 5th

Clerk's office will be open for election purposes from 8 am to 4 pm.

Monday, November 7th at 10 am

Last day a voter may submit a written request to spoil their ballot and receive a new one in the Clerk's Office.

Monday, November 7th at 4 pm

Last day to receive an absent voter ballot in person at the Clerk's Office.

Tuesday, November 8th

Election Day polling places are open from 7 am - 8 pm.

All absent voter ballots must be returned to the Clerk's Office by 8 pm.

Voter registration

Residents can register to vote online at mi.gov/vote or www.expressSOS.com, by mail, at the City Clerk or County Clerk offices, or at any Secretary of State branch office until the end of the day on October 24 (15 days before the November 8 General Election). After October 24, residents must register in person at the City Clerk's office if they wish to vote in the November 8 General Election.

Absentee Voting

Registered voters who have not applied for an absentee ballot for the November election can still request one online at mi.gov/vote, or with a signed application returned to the City Clerk's office in person, by mail, in the City Hall dropbox or to elections@bhamgov.org. Ballots requested after 5:00 pm on November 4 must be picked up in person by the voter with identification at the City Clerk's office.

There are many third-party special interest groups that mail absentee ballot applications to voters in addition to the applications sent by the City Clerk's office. Voters may continue to receive multiple applications for an absentee ballot even after successfully submitting an application to the city. If the Clerk's Office has your application requesting a ballot for the Nov. 8 election on file, you do not need to send another one. Voters can confirm that they will receive a November ballot on mi.gov/vote or by contacting the Clerk's Office at elections@bhamgov.org, or 248-530-1880.

Did you know you can pick up your absentee ballot at the City Clerk's office? You can visit us in City Hall during business hours to apply and receive your absentee ballot in one quick stop. There are also several voting booths if you wish to complete your ballot and place it in our secure ballot box that day. You must bring a current photo ID or driver's license, and you cannot pick up a ballot for anyone other than yourself.

Voting while out of the country

Voters who will be out of the United States for the 2022 election can submit a Federal Post Card Application (FPCA) to receive an overseas absentee voter ballot by email, fax or regular mail. This application must be completed every year for which a voter will be out of the United States for an election. To obtain this application, go to www.fvap.gov.

24/7 voter information resource

The Michigan Voter Information Center offers around-the-clock answers to common election-related questions at mi.gov/vote. Check your voter information, request an absentee ballot by mail (no later than 5 pm on Nov. 4), locate your polling location, see a sample ballot and more anytime you wish!

Sample ballots

Clerks across Oakland County have observed a trend of voters requesting and receiving an absentee ballot, then surrendering or spoiling that absentee ballot on election day to vote in person. Voters intending to vote in person should not request an official absentee ballot from the City Clerk's office. Voters wishing to view a sample ballot before Election Day can do so in a number of ways:

- [Mi.gov/vote](https://mi.gov/vote) allows voters to view sample ballots and track the status of absentee ballot requests.
- Voters can use the district numbers on their voter ID card along with the official candidate and proposal lists on oakgov.com/elections to determine what will be on their ballot.

Cemetery Board

The Cemetery Board did not meet in October due to lack of quorum. The next meeting will be on Friday, November 4, 2022 8:30 am at City Hall.

Boards & Commissions

The following City of Birmingham boards and commissions have vacant positions or members with terms expiring soon. Applications are due before noon the Wednesday prior to the Commission interview/appointment date:

Board	Openings	Application Due by Noon	Interview/ Appointment at City Commission meeting 7:30 pm
Board of Review	2 Regular Members, 2 Alternate Members	11/23/22	11/28/22
Board of Zoning Appeals	3 Regular Members	10/19/22	10/24/22
Birmingham Shopping District	3 Regular Members	10/17/22	10/24/22
Multi-Modal Transportation Board	2 Alternate Members, 1 Regular Member	10/19/22	10/24/22
Triangle District Corridor Improvement Authority	1 Regular Member	11/23/22	11/28/22
Advisory Parking Committee	1 Regular Members	Until Filled	
Birmingham Area Cable Board	1 Alternate Member	Until Filled	

Board of Building Trades Appeals	3 Regular Members	Until Filled	
Brownfield Redevelopment Authority	1 Regular Member	Until Filled	
Historic District Commission	1 Alternate Member	Until Filled	
Museum Board	1 Regular Member	Until Filled	
Public Arts Board	1 Alternate Member	Until Filled	
Storm Water Utility Appeals Board	1 Regular, 2 Alternate Members	Until Filled	

City Manager's Office

Communications

Around Town e-Newsletter

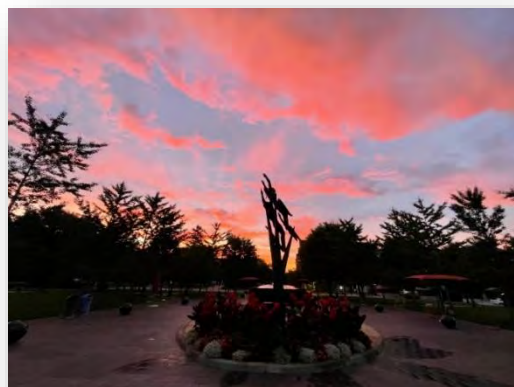
The communications team is working on the November edition of the Around Town e-Newsletter, which will include information about the election, leaf collection, holiday news and events, and more. [Follow this link](#) to view the October edition of the Around Town e-Newsletter.



Engage Birmingham

"Sunrise in Shain" Wins 2023 City Calendar Cover Photo Contest

Congratulations to Birmingham Parks and Forestry Operator Brandon Wynn, who submitted the winning photo in the 2023 City Calendar Cover Photo Contest. More than 150 Engage Birmingham participants voted in the contest. His photo, titled "Sunrise in Shain", shows Marshall Fredericks' *Freedom of the Human Spirit* sculpture with a stunning pink sky aglow in the background. Wynn said he snapped the photo this summer as he watered flowers in Shain Park and noticed the sunrise was particularly beautiful. Thank you to all who submitted photos and voted in the contest!



Public Education Video re: Fire Ops 101 Training

IT and Media Specialist Jamil Kim attended the Fire Ops 101 Training on Friday, October 7, 2022. Jamil's video recap helps the community understand the importance of the event and the environment in which firefighters work. Learn more about the training in the Fire Department's section of this report, and watch the video here: <https://bhamgov.org/fireops2022>.

Human Resources

Lauren Wood Retirement Announcement

Department of Public Services (DPS) Director Lauren Wood retired earlier this month. City Manager Tom Markus is serving as Interim DPS Director. Human Resources has posted the position and is working to fill it as soon as possible. We thank Lauren Wood for her many years of service to the City and wish her well in retirement.

Staff & Vacancy Update

The Human Resources department has opened a recruitment for the vacancy of Director of Public Services. Our new Senior Clerk/Cashier, Kimberly Mann, started in the Treasury Department in late September, while our new Deputy Treasurer, Ryan Katz, started on October 3rd. Interviews are ongoing for the Street Sewer and Water Operator vacancy. We are also collecting applications for Police Officers, and will soon be starting recruitment for Police Chief. Community Development employee Mollie Mackinnon has resigned, and a recruitment to find a new Secretary A is actively collecting applications. Applications for the Plumbing Inspector position continue to be collected. Fire Marshal Jack Pesha is retiring in December, and Battalion Chief Alan Soave will be taking his place as Marshal. A new firefighter, Steven McIntyre, is starting at the end of October. Cristina Sheppard-Decius, the new BSD Director, will soon be joining HR on a recruitment for a part-time Events and Office Assistant position. The City Manager recruitment posting will be opened by October 25th, and will close on December 2nd.

Department	FT & PT Staff Count	Current Vacancies/Hiring	Department Vacancies Filled Since 2020	Notes
Birmingham Shopping District	5	Events & Office Assistant	8	BSD Director started on part-time basis, moving to full time in December 2022
Clerk's Office	5	-	6	
Building	17	Plumbing Inspector Secretary A Community Dev Coord	1	M. Labriola retirement official 10/31 M. Mackinnon resigned 10/7 B. Moran retirement end of 2022
Engineering	8	-	7	
Finance / Treasury	14		8	R. Katz hired as Deputy Treasurer 10/3 K. Mann hired as Sr Clerk/Cashier 9/26
Fire	35	-	11	J. Pesha retirement 12/16 A. Soave promo to Fire Marshal 9/26 Firefighter S. McInerney hired 10/31
Information Technology	4	-	3	
Maintenance	2	-	1	
Manager's Office / Communications / HR	6	-	6	
Museum	3	-	2	
Parking System	9		2	Hiring plan in FY 22-23
Planning	7	-	4	
Police	71		13	Recruitment for PT & FT Dispatcher ongoing
Public Services	56	DPS Director	12	L. Wood retirement SSW Asst Frmn J. Covington hired 9/12 P&F Operator M. Robinson hired 8/23
Ice Arena & Golf Courses	N/A	Seasonal Labor	48	Hiring ongoing in Ice Arena

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Topics brought up by the Commission

Meeting	Topic	Commissioner	Staff Follow Up	Dates Addressed	Status (resolved/ongoing)
In Progress					
9/12/22	Banner	M: Baller S: Host	N/A	10/24 CC discussion scheduled	
8/15/22	Birmingham Country Club	M: Host S: Haig	Fairbairn, Dupuis, Clerk's Office	8/29 - CC Discussion *Draft a letter	Resolved, letter sent
8/15/22	Speed Bumps	M: Haig S: Host	Clemence/Brooks	8/29 - Staff report *Further study by MMTB	In progress, sent to MMTB
6/13/22	Sustainability Board	Schafer	Nick Dupuis	6/27/22 - direction for staff to draft requirements to establish board, coming back at next available meeting 10/3/22 Workshop - staff given direction to return with recommendation	In progress
4/25/22	Improvements in Information Provision and Methodology	M: Haig, S: Baller	TBD	TBD	
3/28/22	City Manager Selection Process	M: Host S: Boutros	Managers Office & HR	4/25/22 - direct to formal agenda item 5/9/22 - New Business Item 5/23/22 CM report	Process approved and timetable established.
1/10/22	Food Trucks	M: Host S: Schafer	Nick Dupuis/Jana Ecker	1/24/22 - CC req. more info 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed 6/27/22 - City Manager Directed to encourage food trucks at all city sponsored events, BSD events, and direct the BSD to	6/27/22 In progress/ being monitored

				organize a rotation of food truck events	
1/10/22	Leaf Blowers	M:Baller S:Host	Nick Dupuis	1/24/22 - make formal item 10/3/22 Workshop - staff given direction to return with recommendation	In progress
1/10/22	Commissioner Conduct	No vote	Mary Kucharek	2/14/22 - Workshop 2/28/22 Directed CM to prepare Code of Conduct for future agenda 7/11/22 - Initial presentation to Commission by CA	Will be revised and presented again at an upcoming CC meeting
Resolved					
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	Marianne Gamboa	4/25/22 - clarify commissioners intent 5/9/22 - added time on the agenda to discuss Tom directed staff to add mental health info in city publications	Resolved
5/9/22	Pickleball	Baller, no vote	Lauren Wood	Agenda item 5/23/22	Installed on 6-3-22
1/24/22	Social Districts	M: Schafer S: Boutros	Nick Dupuis/Jana Ecker	2/14/22 - make formal item 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed	No formal action taken by the Commission
5/23/22	Commission Meeting Start Time	Baller	Mary Kucharek	On agenda for 6/27/22 - Mary to draft generic ordinance language and discuss in July On agenda for 7/11/22 - Commission decided not to proceed	No changes for now

Topics Failed

4/25/22	On Street Parking Study	M:Haig S: Host
4/11/22	Downtown Parking	M: Host S: Haig
3/28/22	Parking Matters	M: Host S: Haig
6/13/22	479 SOW (Doraid) PAD	M: Boutros

Topics With No Vote - Resolved

1/10/22	Unimproved Streets	Discussed during the Long Range Planning meeting.
2/28/22	Solidarity with Ukraine	City Manager arranged for exterior lighting at City Hall.

Topics With No Vote - Unresolved

5/9/22	-PAD ordinance/cleanup	Baller, no vote	No vote
5/9/22	-Policy for granting public space ODD/Valet	Baller, no vote	No vote

Renovation Kudos to Boji Group and The Surnow Company

Congratulations to the Boji Group for the wonderful historic restoration of 100 North Old Woodward future home of CB2, and to The Surnow Company for the great renovation of 191 North Chester Street, now OneStream Software LLC global headquarters.

Setting the Record Straight

On September 12, 2022, another City Commission workshop was held to discuss the public parking system in Birmingham. This workshop was scheduled as a result of the comments of the public and concerns by some members of the City Commission that the previous parking studies that were completed when the public parking structures were contemplated did not include future development potential. Relying on this inaccurate assumption or interpretation, some members of the public have thus assumed and continuously stated that all new development within previous parking assessment districts should be specially assessed in order to be permitted to rely on the existing public parking system. These assumptions are simply not correct. I trust that the following facts will serve to set the record straight:

- 1. Previous parking studies did factor in future development potential when evaluating the number of parking spaces needed for the system, and in calculating special assessments.**

City staff presented evidence at the September 12, 2022 City Commission workshop that clearly demonstrated that future development potential was included in prior parking studies over the past 70 years. Evidence of such can be found in numerous archival files of the City, including, but not limited to, the following:

- Central Business District Study and Proposed Plan (1961)
- City Commission Meeting Minutes from public hearings held to consider special assessments for public parking structures (1965)
- The Birmingham Urban Design Plan & Objectives (1968)
- The Birmingham Plan (1980)

In fact, at the City Commission meeting on October 4, 2022, Commissioner Host also shared two charts from Appendix 2 of The Birmingham Plan (1980) related to the history of the public parking system that further confirmed the fact that future development potential was considered in previous parking studies. The charts referred to at this meeting clearly illustrated the calculations done to determine the number of public parking spaces needed in the future, based on potential future zoning standards. The charts demonstrated multiple development scenarios that considered future development potential based on a Floor Area Ratio (FAR) of 2, as well as an

FAR of 4. The charts shared by Commissioner Host from Appendix 2 of The Birmingham Plan confirm the City's position that future development potential was in fact included in prior parking studies.

- 2. The Zoning Ordinance has codified the fact that future commercial development is specifically exempt from providing on site parking, and has specifically permitted property owners to rely on the public parking system for their commercial parking requirements since at least 1955.**

A zoning provision was added in 1955 to the Zoning Code that stated that any property that paid into a parking assessment district was not required to provide on site parking for non-residential uses. The almost identical zoning provision continues to remain in effect today.

- 3. Impact fees are not permitted in the State of Michigan.**

Section 94-3 of the City Code states that the City Commission has the power to defray any portion of a public improvement through a special assessment upon a property especially benefited. However, a special assessment must be tied to payment for a public improvement (such as construction of a new parking structure, or the addition of floors to an existing structure, etc.). An individual property cannot be special assessed for an increase in density alone. Some states allow an impact fee to be charged for additional services (such as increased parking needs) that will be required as a result of a new development. Michigan does not.

Even if future development had not been considered when the public parking system was established, the fact remains that the parking system is able to adjust to any increases in future parking demand by adding additional parking and assessing benefiting properties if the need arises.

Department of Public Services

Adams Park Open; Ribbon Cutting Ceremony Set for Nov. 12

We are thrilled to invite you to visit Adams Park, now open for play! The brand new park boasts a significant play area, a garden seating plaza, beautiful landscaping improvements with many new trees, an open grassy area for field sports, a basketball court, shot put, discus, and a long jump area. Site furnishings (benches, tables, chairs, litter and recycling receptacles) and finishing touches on fencing and the rain garden are coming soon. Virtually tour the new park at www.bhamgov.org/adamsparktour.

The Adams Park Ribbon Cutting Ceremony is scheduled for Saturday, November 12, 2022 at 10 a.m. Attendees will enjoy donuts and hot cider. Following a brief ceremony, the community is encouraged to explore the park and enjoy the new play equipment. We are very excited for everyone to experience the brand new Adams Park!

Trail Improvement Public Input Session Set for Nov. 1

The community is invited to attend the Parks & Recreation Board meeting on Tuesday, November 1, 2022 at 6:30 p.m. to participate in a trail improvement public input session. Those who are not able to attend in person may participate virtually via Zoom. Trail improvements are part of the approved Parks and Recreation Bond. Design Services with MCSA Group, Inc. (MCSA) were engaged in February of 2022. A draft Trail Improvements Concept Plan is now available at www.bhamgov.org/parksbond. Feedback from the public is welcome and encouraged. Those who are unable to attend the public input session on November 1 may also share feedback on [Engage Birmingham](#) through November 30, 2022.

Engineering Department

S. Old Woodard Reconstruction Phase 3

The project is in construction phase two with the traffic shift of southbound traffic on the east side of South Old Woodward, south of Frank Street. The City contractor has multiple crews working on the concrete installation, sidewalk installation, and landscape islands. Work with DTE is also continuing for the electrical street and pedestrian lighting.

Weather permitting, the new roadway is anticipated to open to traffic on November 5, 2022, and the project as a whole to be completed toward the third week of November. Sidewalks and parking are to be as accessible as possible once the road is open to traffic.

Water Service Verification Program

Verification of existing water service material as part of the Lead and Copper Rule work is continuing through the beginning of November. As a reminder, the "In-Home/Business" water service line material needs to be determined as part of this program. Property owners can schedule an inspection by an authorized City Representative at 248-303-2292 or determine the in-home/business material themselves with the steps provided in the property owner letter.

2022 Sidewalk Repair Program

Work is continuing on the 2022 Sidewalk Repair Program. This year's program includes Residential Area 5: Southfield Road to Cranbrook Road and Maple Road to 14 Mile Road, Downtown 1B: Old Woodward to Woodward, and from Maple Road to Ravine Area 5. A sidewalk will also be added adjacent to Greenwood Cemetery, a section of Ann Street's sidewalk will be replaced, and miscellaneous repairs are planned throughout the City.

14 Mile Road Reconstruction, West of Evergreen

The Village of Beverly Hills is reconstructing 14 Mile Road from Lahser Road to Evergreen Road. Final paving of the roadway is anticipated toward the end of October/beginning of November and will be open to two-way traffic around November 9, 2022, weather permitting. As a reminder, please follow the eastbound road closure and follow the detour routes.

Fire Department

OAKWAY Fire Ops 101 Training

On Friday, October 7th, Birmingham Fire Department personnel, along with Commissioner Andrew Haig, participated in the annual OAKWAY Fire Ops 101. The event gives elected officials an opportunity to spend a day training as a firefighter. Attendees experience an EMS scenario, extrication, and suiting up in firefighter protective clothing, donning self-contained breathing apparatus and actually going inside a real fire to experience first-hand the environment in which firefighters work. Watch a video regarding the event here: <https://bhamgov.org/fireops2022>.





Birmingham Fire Department Induction Ceremony and Open House

On Saturday, October 8th, Battalion Chief Alan Soave was sworn in as the new Fire Marshal for the Birmingham Fire Department. Current Fire Marshal Jack Pesha will ensure a smooth transition prior to his upcoming retirement in December. Fire Marshal Pesha has done an outstanding job improving the department's Fire Prevention Bureau and we expect that trend to continue with Fire Marshal Soave. Later that same day, the Birmingham Fire Department Open House event welcomed hundreds of attendees who enjoyed operating a fire hose, trying on a fire coat, viewing live demonstrations and learning about fire safety. Additional festivities included an inflatable obstacle course, face painting and a fire safety equipment raffle. Firehouse chili, hot dogs, treats and popcorn were also served and a fun time was had by all!



Firefighter Ryan Wiseman Helps to Extinguish Upper Peninsula Blaze

Firefighter Ryan Wiseman was recently deployed to the Upper Peninsula in Menominee, Michigan to help contain a commercial paper mill fire that has been burning for almost two weeks. Ryan proudly represented the Birmingham Fire Department as part of a four-person crew that responded to the Statewide mutual aid request in a West Bloomfield Ladder truck. The crew worked for four days almost around the clock to help extinguish the extensive blaze.

Planning Department

2040 Master Plan

The City of Birmingham has received the third and final draft of the 2040 Birmingham Plan, which is available to read and download on www.thebirminghamplan.com. The schedule of review will consist of reviews at the Planning Board, the required 63-day public noticing period, and review by the City Commission. The remaining schedule of review should closely resemble the following:

Date	Meeting Type	Action Needed
October 3, 2022	City Commission	<ul style="list-style-type: none">• The City Commission voted to authorize the 63-day distribution period for the final, draft Master Plan.
<i>Required 63-Day Public Notice Period</i>		
December 14, 2022	Planning Board	<ul style="list-style-type: none">• Review final draft and present / discuss comments received during the distribution period.• Set public hearing date.
January 11, 2023	Planning Board	<ul style="list-style-type: none">• Present the final Plan and hold a public hearing. Further discuss comments received during the distribution period as needed.• Adopt plan; recommend to the City Commission for adoption.
February 2023 (Exact Date TBD)	City Commission	<ul style="list-style-type: none">• Present the final Plan and hold a public hearing.• If prepared to do so, the City Commission may adopt the Plan by resolution.

All of the documents related to the 2040 Plan remain available on www.thebirminghamplan.com. You can also watch a recording of past meetings on the City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and can submit comments directly to the Planning Division to be placed in the next available agenda of the Planning Board.

Planning Board

The Planning Board has reviewed 29 development applications this year so far. The Planning Board will continue to round out the year with a review of the third and final draft of the 2040 Master Plan, several additional anticipated development applications, and a number of study sessions. A tentative Planning Board schedule is provided below:

1. 2040 Master Plan – Draft #3 Review (Ongoing)
2. Outdoor Dining Study (10/26/22)
3. 34350 Woodward – Fred Lavery Porsche – Community Impact Study & Preliminary Site Plan Review – (10/26/22)

Historic Preservation

The Historic District Commission (HDC) recently reviewed an outline and draft section of the Historic Design Guidelines project and has provided the consultants, Kraemer Design Group, with feedback to continue forward. The City has remained engaged with the State Historic Preservation Office to ensure compliance with the Certified Local Government grant program. The consultant team and City Staff have created a detailed survey on the Engage Birmingham platform. Please take the survey at <https://engage.bhamgov.org/>.

Public Art

The Public Arts Board (PAB) is reviewing two sculpture donation applications for *Shooting Star* by John Henry and *Touch the Sky* by Jane Dedecker. The PAB is in the process of selecting favorable locations for each of the sculptures to recommend to the City Commission.

Multi-Modal Transportation Board

The Multi-Modal Transportation Board is reviewing neighborhood traffic calming measures to address streets reporting speed issues. Sidewalk priorities will also be revisited as new board members would like to be apprised of questions and concerns raised by residents. The S. Eton road configuration will also be revisited in the near future.

Police Department

Police Department / City Hall Building and Security Upgrades

At the July 11, 2022 City Commission meeting, the City Commission passed a resolution to approve a contract with Telluris Architecture to conduct a two-phase evaluation of the existing Police Department and City Hall building. Telluris has submitted a draft Assessment Report. On Friday, October 14, 2022, City staff met with Telluris to review the report prior to final editing for completion and submission to the City Commission. Additionally, staff met with Telluris on Wednesday, October 12, 2022, to start the second phase of the project. Telluris held a charrette to gather ideas and recommendations during a discussion with staff as they begin to review possible recommendations.

Grant Funding for CoRe Program

This month, our Co-Response (CoRe) program received official notice that grant funds requested through the Substance Abuse and Mental Health Services Administration (SAMHSA) have been received. Representative Haley Stevens sponsored the grant request which resulted in the award of \$260,000 dollars through SAMHSA to the CoRe program. These funds will cover the cost of the CoRe program and may also be used to pay for other related training such as our continued training of officers in Crisis Intervention Training (CIT). Per the grant, these funds must be used within the next year.

Officer McIntyre and FBI Task Force Uncover 1.6 Million in Fraud Case

Earlier this year, the Birmingham Police Department took two fraud reports pertaining to the Halsted Gallery at 2235 Cole. Victims reported they had entered into a consignment agreement with the owner to sell several pieces of artwork. The victims allege they were never paid. Birmingham officer Scott McIntyre is assigned to the FBI Financial Crimes Task Force and took the case. In partnership with the FBI, they were able to uncover fraud in the amount of 1.6 million dollars. A search warrant was executed on the owners' home outside of the City on Friday, October 14, 2022, and a suspect was taken into custody.

Congratulations on a job well done by our officer and thank you to the FBI for their contributions to this case.

Operation Safe Stop

During the week of October 17th, the Birmingham Police Department participated in a statewide campaign called Operation Safe Stop. The goal of this campaign is to send a zero-tolerance message to the public: illegally passing a school bus on America's roadways will result in a ticket.

Parking Systems Update

Construction

Construction on the North Old Woodward Parking Structure continues with topside and underside concrete repairs. Construction is scheduled to end around the second week of November, weather permitting.

Repair Design & Construction Document Development Services

WJE engineering submitted a proposal for Repair Design & Construction Document Development Services for all five of the City's parking Garages. This proposal is part of a larger five-year repair project that not only continues the ongoing concrete restoration and repair, but includes mechanical, electrical, and plumbing repairs in the garages. This will include designing the staining of ceilings, the installation of LED lights, etc. Construction bidding would take place around April 2023.

Operations

The City and SP+ have agreed to extend their current operating agreement another year.

Occupancy:

SEPTEMBER AVG CAPACITY	
Chester Garage (880)	37.32%
Old Woodward (745)	50.18%
Park Garage (811)	53.55%
Peabody Garage (437)	77.56%
Pierce Garage (706)	74.01%

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).

Ann Arbor landlords must offer tenants lease renewals under new law

Michigan Radio | By [Emily Blumberg](#)

Published October 4, 2022 at 4:20 PM EDT



Karagrubis / Adobe Stock

Ann Arbor City Council voted 10-1 in favor of an [ordinance](#) that gives renters the right to renew their leases, unless their landlords have a legal reason for eviction.

Under the law, which passed Monday, landlords are required to make a “good faith” renewal offer to tenants no later than 180 days before the end of their current lease. The mayor said what exactly constitutes a “good faith” offer will be determined by local courts on an as-needed basis.

Landlords who do not adhere to the ordinance may face civil infraction fines between \$500 and \$1,000.

The law expands on a [policy](#) passed last year that gives renters more time to decide if they want to renew their leases.



INFORMATION ONLY

Ann Arbor Mayor Christopher Taylor said the law is particularly important for the city's large proportion of renters.

"The majority of our population does indeed rent, so it's important that we pay particular attention to this aspect of their lives in order to build a better and more stable community," he stated.

The law will take effect 10 days from its passage and will govern leases produced after that date.

Tags[Politics & Government](#)[Ann Arbor](#)[Renting](#)[Ann Arbor City Council](#)

Emily Blumberg



**MICHIGAN
RADIO**
MICHIGAN'S NPR NEWS LEADER



CHAPTER 105

(RIGHT TO RENEW AND RELOCATION ASSISTANCE)

AN ORDINANCE TO ADD SECTION 8:531 TO CHAPTER 105 (HOUSING CODE) OF TITLE VIII OF THE CODE OF THE CITY OF ANN ARBOR – (RIGHT TO RENEW AND RELOCATION ASSISTANCE)

The City of Ann Arbor ordains:

Section 1. That Section 8:531 be added to Chapter 105 of Chapter VIII of the Code of the City of Ann Arbor as follows:

8:531 Right to Renew and Relocation Assistance

(1) Applicability

This article shall apply to all housing accommodations except premises otherwise subject to regulation of rents or evictions pursuant to state or federal law, to the extent that such state or federal law requires “good cause” for termination or non-renewal of such tenancies. This article shall not apply to fraternity houses, sorority houses, student cooperative housing, subleases, or leases of less than 210 days duration.

(2) Renewal of Lease

Within the time periods specified in Ann Arbor City Ordinance 8:530 (1)(a), a landlord must notify each tenant, in writing, whether the lease will be renewed, and must do one of the following:

- a. If the landlord offers renewal, the landlord must present a written lease renewal to the tenants for signature with the offer.
- b. If the landlord claims good cause, the landlord shall notify each tenant in writing of the grounds for the good cause.

If a landlord does not make a good-faith offer to renew a written lease for each tenant before the time period specified in Ann Arbor City Ordinance 8:530 (1)(a) of the current lease period, the landlord shall pay relocation assistance as set forth below, unless the landlord has “good cause” to not offer renewal.

(3) Relocation Assistance

The Relocation Assistance payment shall be equal to two month’s rent based upon the current lease.

(4) Good Cause

A landlord is exempted from paying relocation assistance in any of the following circumstances:

- a. The tenant has not returned a signed renewal to the landlord within the time specified in Ann Arbor City Ordinance 8:530 (1)(c).
- b. If fewer than all current tenants sign a renewal, named replacement tenants must be acceptable to the landlord in the landlord's usual screening process.
- c. The landlord can demonstrate a justification for not offering renewal, that is in existence within the time renewal is to be offered, that would permit a termination of tenancy under the Summary Proceedings Act, MCL 600.5714.
- d. The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building. "Immediate family" includes the owner's domestic partner or spouse, parents, grandparents, children, siblings, as well as the siblings of the owner's domestic partner or spouse.
- e. The owner will not rent the premises for the succeeding term.

(5) Remedies

A violation of this section constitutes a civil infraction punishable by a fine of not less than \$500.00 for the first offense, not less than \$500.00 and up to \$1,000.00 for each additional or subsequent offense, in addition to an order requiring relocation assistance.

A court may issue enforce any judgement, writ, or order necessary to enforce this section.

To the extent allowed by law, a tenant who has been aggrieved by a violation of the section may bring a civil action for damages, plus costs and reasonable attorney fees, against the landlord. A court shall order two times the withheld relocation assistance for willful violations. Private actions and remedies under this section shall be in addition to any actions for violations which the city may take.

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF
HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21172**

- DTE Electric Company requests Michigan Public Service Commission's approval of its MIGreenPower Voluntary Renewable Energy Program.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, Detroit, MI 48226 (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: michigan.gov/mpscdockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday, October 25, 2022 at 10:00 AM

BEFORE: Administrative Law Judge Katherine Talbot

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscdockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric (DTE Electric) Company's August 31, 2022 application requesting the Commission to: 1) determine that the MIGreenPower program satisfies MCL 460.1061 and is consistent with all other applicable provisions of 2008 PA 295, as amended; 2) approve the amendments and changes to the MIGreenPower program, as proposed; 3) approve DTE Electric's request to file a yearly Voluntary Green Power report and/or Section 61 filing as proposed; and 4) grant DTE Electric other relief as deemed necessary.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by October 18, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Paula Johnson-Bacon, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21172**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21172



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248.203.5270

www.BirminghamNext.org

Proudly serving the 50+ population of Birmingham, Bingham Farms, Beverly Hills, Franklin, and surrounding areas.

September 28, 2022

Mr. Tom Markus
City Manager
150 Martin Street
Birmingham, MI 48009

Dear Tom,

On behalf of everyone at Next, we would like to thank you for your generous donation of the Fire Dept. and Police ride along's, Dog Park Pass, Golf Course Membership, and Birmingham Museum Tour to the Golf Classic to Benefit Next on September 9, at Springdale Golf Course. We are so grateful!

As a non-profit receiving very little in municipal funding, we rely on the Golf Classic as an important source of revenue for Next. This year's Silent Auction and Golf Classic tournament were a great success and the funds raised will help support our continued enrichment and outreach programming for our 2,300 members. By working together as a community, we will continue to successfully support our growing senior population by offering kindness and the resources needed to allow community members to remain engaged, healthy and independent.

If you are interested in information about additional partnership opportunities, feel free to contact Susan Gwizdz, Marketing and Communications at 248-203-5276. Have a wonderful day and thank you and your family again for being such an important part of the 2022 Golf Classic to Benefit Next.

Sincerely,

Bev Singer, Auction Coordinator

Susan Robertson-Gwizdz, Golf Coordinator



INFORMATION ONLY



In communities that are currently “SMART Opt-In” the proposed Oakland Transit millage replaces the SMART millage.

- In 2018, voters in 24 Oakland County communities approved a four-year, .9863 mill measure to fund SMART. This millage **expires** at the end of 2022.
- Oakland Transit replaces the SMART millage. The SMART millage **will not appear on the Nov. 8** ballot.
- Oakland Transit millage is a ten-year, .95 mill measure to fund **countywide** transportation service.
- The millage **maintains** SMART service. Funding also goes to smaller local providers in northern and western areas of Oakland County.
- The Oakland Transit millage **expands** services, including reservation-based service, app-based service and fixed-route service.
- Look for the Oakland Transit proposal on your Nov. ballot under the name **“Oakland County Public Transportation Millage.”**

Learn more at OakGov.com/OaklandTransit

INFORMATION ONLY



October 3, 2022

Tom Markus
City Manager of Birmingham
151 Martin Street
PO Box 3001
Birmingham MI 48012

Dear Tom,

Greetings from the Birmingham Bloomfield Art Center! I am writing to express our sincere appreciation for two grant awards we received from The Michigan Council for the Arts and Cultural Affairs for the period October 1, 2022-September 30, 2023.

The \$26,000 grant for Operations Support supports our ongoing efforts to maintain and expand our educational and ArtAccess programs. The grant of \$8,847 for Capital Improvements will support our purchase and installation of windows.

Both these awards will positively affect our operations and interactions with students and visitors. As I'm sure you are aware, the financial support is more important now than ever given the effects of the pandemic.

We wanted to thank you for your support of the arts in Michigan and remind you how important it is to our ongoing educational and community programming in this region.

We will look forward to seeing you here at the BBAC or sometime when we are in Lansing. Thank you again for your support of the arts in Michigan.

With best regards,



Annie VanGelder
President & CEO



Fwd: Ferndale Woodward Moves Master Messaging

1 message

Tom Markus <tmarkus@bhamgov.org>
To: Alex Bingham <abingham@bhamgov.org>

Fri, Oct 14, 2022 at 8:32 AM

Next info packet

----- Forwarded message -----

From: **Melanie Piana** <mpiana@ferndalemi.gov>

Date: Fri, Oct 14, 2022 at 7:46 AM

Subject: Ferndale Woodward Moves Master Messaging

To: bscott@cityofpleasantridge.org <bscott@cityofpleasantridge.org>, Dan Terbrack <dterbrack@berkleymich.net>, Tim Greimel <tgreimel@pontiac.mi.us>, Mike Fournier <ccfournier@romi.gov>, bpaul@hwmi.org <bpaul@hwmi.org>, smccarthy218@gmail.com <smccarthy218@gmail.com>

CC: Steve Baker <swbaker@berkleymich.net>, Jana Ecker <jecker@bhamgov.org>, tmarkus@bhamgov.org <tmarkus@bhamgov.org>, Joseph Gacioch <jgacioch@ferndalemi.gov>, citymanager@cityofpleasantridge.org <citymanager@cityofpleasantridge.org>, dhendrickson@bloomfieldhillsmi.net <dhendrickson@bloomfieldhillsmi.net>, KStephens@pontiac.mi.us <KStephens@pontiac.mi.us>

Good Morning Oakland County Woodward Mayors:

On Monday, October 17, MDOT begins its two phased work on Woodward Avenue in Ferndale and Pleasant Ridge for our joint safety improvement project. Phase 1 is this fall with mostly median repair and Phase 2 is from spring to late fall in 2023 with the majority of paving and curb improvements.

The City and our DDA hired [Franco](#) to support community engagement, education and business outreach throughout construction. I asked the DDA to form a business advisory committee to give input on the type, frequency and messaging to the city and MDOT.

I'm sharing the latest Woodward Moves key messaging, a living document that will be updated as the project progresses. You may find this useful in any planning conversations with MDOT or planning ahead for major projects such as the loop removal in downtown Pontiac.

With the significant media attention about to be published this weekend, I anticipate that you might be asked about the project. I know you all support improvements along Woodward. I hope you find this useful in some manner.

I appreciate all your support and leadership in our new Woodward city conversations with the County, SEMCOG, MDOT, RTA and other partners.

Thank you.

Melanie

Mayor Melanie Piana, PMP, CC-P (Climate Change Professional)
(she/her)

City of Ferndale
[300 East Nine Mile Road](#)
[Ferndale, MI 48220](#)
www.ferndalemi.gov

INFORMATION ONLY

m: 248-210-8645



Woodward Moves Master Messaging Oct 22.pdf
520K

INFORMATION ONLY

WOODWARDMOVES.COM

IT'S NOT A DIET...

**IT'S A
LIFESTYLE
CHANGE**

Woodward Road
Construction Master
Messaging Document



INFORMATION ONLY

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OVERARCHING PROJECT GOAL

Woodward Moves is designed to improve Ferndale's safety, promote inclusivity, and foster prosperity to welcome people to enjoy and explore the Woodward Corridor for years to come.

GENERAL OVERVIEW

Woodward Moves is a road construction project designed to increase Ferndale's safety, promote inclusivity, and foster prosperity to welcome people to enjoy and explore the Woodward Corridor for years to come.

PROJECT SCOPE

- Resurfacing of Woodward from 8 mile to northern city limit
- The reduction of a travel lane on each side of Woodward
- Targeted improvements to curbs
- Shortening of pedestrian crossings
- Parking-protected bike lanes
- Improved visibility at intersections
- Implementation of accessible curb ramps
- Bus islands
- Drainage improvements

TIMELINE

Work for Woodward Moves is scheduled to take place in two phases, starting on October 17, 2022, with the majority of the work taking place from Spring – Fall 2023.

You can view the Michigan Department of Transportation bulletin from 10.5.22 about [the project start date here](#).

While there is a chance this timeline changes, we'll work closely with our construction partner, MDOT, to stay as closely on track as possible. As project updates are available, we will be sharing information through the City of Ferndale official newsletter, social media channels, and website.

Representatives for business and commercial property owners can sign up for email and text alerts from [the Ferndale Downtown Development Authority online here](#).

GENERAL NOTES

Woodward Avenue is a major regional corridor that connects communities in Oakland and Wayne counties from Detroit to Pontiac. Woodward is also the "front door" of the communities of Ferndale and Pleasant Ridge—two communities with a lively and diverse mix of businesses.

Woodward Moves is happening in partnership with the City of Ferndale, the City of Pleasant Ridge, the Michigan Department of Transportation (MDOT), and the Southeast Regional Council of Governments (SEMCOG).

HOW IS WOODWARD MOVES BEING FUNDED?

Funding for Woodward Moves is provided by the Michigan Department of Transportation (MDOT), City of Ferndale, City of Pleasant Ridge and a Transportation Alternatives Program (TAP) grant MDOT and Southeast Michigan Council of Governments (SEMCOG). The City of Ferndale is grateful for MDOT's partnership and financial contribution to help us make Ferndale more safe, inclusive and prosperous.

This \$9 million project includes:

- \$5.6 million in resurfacing work from MDOT
- \$1,176,500 from City of Ferndale
- \$139,500 from the City of Pleasant Ridge,
- \$2 million in grants

The local funds contribution from The City of Ferndale for Woodward Moves comes from fuel tax revenue collected from the Public Act 51 of 1951 (Act 51), specifically earmarked to be spent on public transportation projects.

The Transportation Alternatives Program (TAP) is a competitive grant program that uses federal transportation funds designated by Congress for specific activities that enhance the intermodal transportation system and provide safe alternative transportation options.

QUESTIONS OR CONCERNS?

If there is a construction-related emergency that needs to be reported to the city, please contact 911 to report any immediate threats to life or property. For all other matters, please contact Police Non-emergency at 248-541-3650.

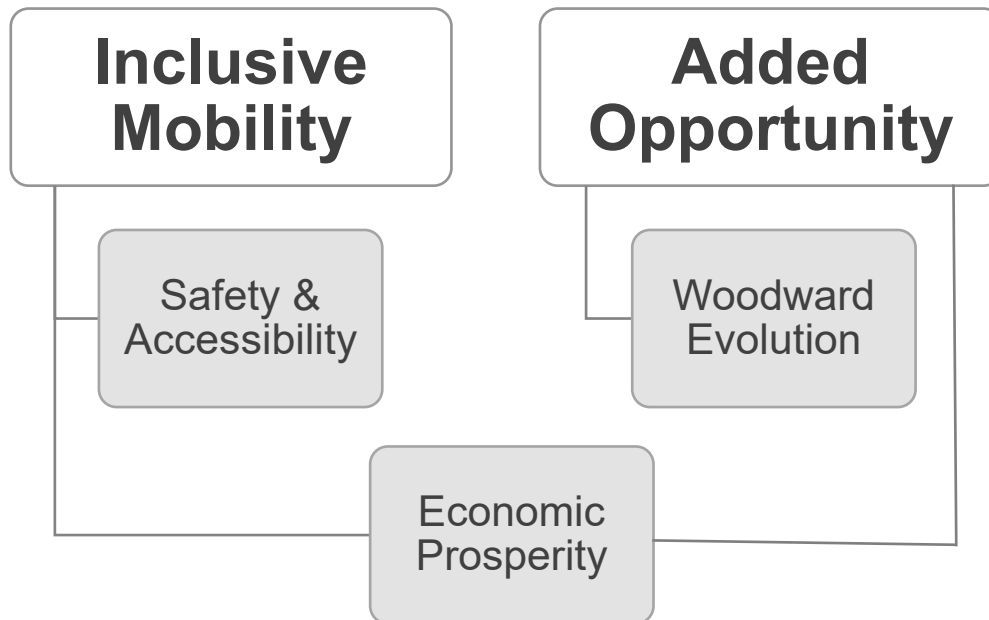
Businesses and commercial property owners along the corridor can reach out to the Ferndale Downtown Development Authority for information at info@downtownferndale.com or 248-546-1632.

HOW TO STAY UPDATED

Residents will be regularly updated via a variety of communication channels including the official quarterly City of Ferndale newsletter, social media channels, and the website.

Representatives for business and commercial property owners can sign up for email and text alerts from the Ferndale Downtown Development Authority [online HERE](#).

WHY IS THIS WORK NECESSARY?



INCLUSIVE MOBILITY

A. Equity

- Ferndale is a city that is dedicated to welcoming and celebrating all people. We are committed to equity in every aspect of work that we do.
- To achieve equity in transportation, it will be critical for streets and public spaces to be safe and accessible to all people, regardless of their abilities or circumstances.
- Our goal is to improve access to Woodward by providing equal opportunities for more people to enjoy Ferndale.
 - Currently, approximately 6% of the thoroughfare from buildings on the east side to buildings on the west side at a general cross section along Woodward is dedicated to people walking or biking.
 - As it stands now, Woodward is incredibly limited in providing mobility opportunities to individuals traveling without a car.
 - The project aims to make Ferndale a safer place for people walking or biking, including those traveling: on foot, by bike, with mobility aid devices, with children and pets, via bus etc.

B. Leader in Mobility

- Woodward Moves is Ferndale's opportunity to serve as a model for the future of Woodward Avenue and set the stage for creating an inclusive, safe, and prosperous corridor.
- Road improvements and providing inclusive opportunities for travel are issues that trouble many communities throughout metro Detroit and the State of Michigan. This project provides Ferndale an opportunity to set the stage for providing a community with inclusive mobility opportunities and highlights how these opportunities can help a community thrive.
- Woodward is a critical piece of not only Ferndale's but metro Detroit's transportation network. For people to move between cities in the region, an effective active transportation network must work across all city borders.
- Ferndale is not the only city in our region that has identified the need for improvements along Woodward Avenue.
- As a small community within a large regional area, Ferndale continues to work towards its identity as welcoming and accessible for the entire region. As we work to establish Ferndale as a welcoming and inclusive community, it is critical for Woodward to also be welcoming and inclusive. Currently Woodward is only inclusive to cars.

C. Community Connectivity

- Woodward is an 8-lane highway that splits Ferndale in half. Serving as a physical division of our city, Woodward does not currently connect our entire community.
- Due to Woodward's division of Ferndale's downtown, the west side of 9 Mile tends to receive much more traffic than the east side.
- Woodward Moves will remove a northbound and southbound lane to reallocate a greater percentage of the roadway to people traveling without a car. By reducing the number of lanes on each side of the road, the project will effectively shorten the distance and time it takes to travel across Woodward, ultimately making Woodward easier, safer, and quicker to cross.
- In recent years we've seen the development of several new residential buildings in Ferndale, and several more are in development.
 - Increased community connectivity via a safe and accessible Woodward will encourage these new residents to explore the entirety of their city, rather than just staying on one side.

SAFETY AND ACCESSIBILITY

A. Safety and Accessibility for People Biking or Walking

- Not only is Woodward uninviting to people traveling without a car, but it is also clear that our community feels unsafe walking or biking along Woodward.
- As an 8-lane highway, it is not currently easy, quick, or safe to cross Woodward as a pedestrian.
- Many people have difficulty fully crossing Woodward in one light cycle.
- Redesigning Woodward so that 6-lanes are dedicated to car traffic and one lane on each side is dedicated to pedestrians and individuals on bike, will reduce the distance they have to cross through traffic, while also minimizing risk for high car traffic and speeding.
- Crossing the street as a Ferndale pedestrian is stressful, especially on streets with high traffic volumes, large widths, high speeds and lack of signals, crosswalks, or stop signs.
- Many bicyclists feel uncomfortable riding on crowded high-speed roads like Woodward.
- The Ferndale Moves Bicycle Level of Traffic Stress (LTS) analysis found biking in Ferndale is most stressful on streets with high traffic volumes, large widths, high speeds, and without bike lanes.
- Multiple lane roads tend to encourage vehicular speeding. By reducing Woodward by one lane in each direction, Woodward Moves aims to decrease the frequency of vehicular speeding on Woodward.
 - This change is designed to make travel safer for those walking, biking, using mobility aid devices, traveling with small children or pets etc., making Ferndale more accessible and safer for all walks of life.

B. Vehicular Safety

- Not only is Woodward Moves aiming to increase safety for walkers and bikers, the project is also designed to increase safety for people traveling by car. By removing one lane on each side of Woodward, Woodward Moves aims to increase visibility, reduce speeding and mitigate crashes.
- Not only will the lane removal target the reduction of speeding, the project design will also lead to a reduction of lane change maneuvers required to make a Michigan left, reducing side-swipe crashes.
- When feasible, MDOT will work to increase visibility for drivers turning onto Woodward. When feasible, crosswalk at side street intersections will be moved further back, allowing drivers to stop beyond the crosswalk and have a more unobstructed view when turning onto Woodward.
- Woodward Avenue crash data, gathered from the Michigan Traffic Crash Facts online web portal for the years 2016-2018, reported the heaviest concentration of crashes directly on Woodward Avenue (from 8 Mile Road to I-696) occurred at the intersection of 9 Mile Road and Woodward Avenue. (Woodward Avenue Road Diet Feasibility Traffic Study conducted by Toole Design)
 - This data is not a surprise as this intersection is the heart of our community. This project aims to increase the variety of ways people travel to and in Ferndale,

ultimately reducing vehicular travel and subsequently reducing the number of crashes in our community.

ADDED OPPORTUNITIES

A. Construction Has Been Planned

- Woodward has needed to be repaved for many years. The city has been planning to repave Woodward for nearly the past decade.
- Re-pavement was always going to be necessary along Woodward. Woodward Moves is not only providing the re-pavement that Woodward desperately needs, but also providing our community with new opportunities to enjoy and explore Ferndale.
- Not only will Woodward itself be repaved, but the project will also focus on improving intersections and repairing some sidewalks and curbs.
- Ferndale has been considering a plan like Woodward Moves for many years, introducing “Ferndale Moves” back in 2014 with the goal of making Ferndale a better place to travel.

B. What We’re Gaining

- Woodward Moves will not only provide the much-needed re-pavement of the street itself, but the project also provides the chance to improve our city’s safety, foster economic prosperity for the entire community, and provide diverse and accessible opportunities for people to explore Ferndale.

WOODWARD EVOLUTION

A. Woodward History

- The original plan for Woodward Avenue was laid out in 1805. The street was then paved in 1916 and three years later featured the nation’s first three-colored traffic light.
- As the first paved road in America, Woodward is a living piece of history. The communities that operate along Woodward have a responsibility to maintain this piece of history so it can continue to be celebrated and used for years to come.

B. Woodward Presently

- Today, the business owners and people along Woodward serve as the heart of our community and make Ferndale a place people enjoy exploring.
- Woodward continues to host the iconic Woodward Dream Cruise, which attracts more than 1.5 million people each year.
- However, Woodward today presents additional opportunities to be adapted and modernized for optimal use.
- Running directly through our downtown, Woodward is heavily engrained in the function of our city.

- As a beloved piece of history, Woodward deserves to be cared for and preserved to honor its history while also evolving for an even more prosperous future.

C. Future of Woodward

- Woodward Moves is working not to change Woodward, but to evolve it to function as a modern tool for our community.
- Woodward Moves is working to evolve Woodward to help it meet the current and future needs of Ferndale's residents, business owners, and visitors.
- The project will allow Ferndale to enhance the experience along Woodward while maintaining it as a desirable gathering place for our community for generations to come.

ECONOMIC PROSPERITY

A. Increased Downtown Attendance

- Downtown Ferndale is a lively, inclusive, and inviting community with a diverse mix of businesses including retail, restaurants, entertainment venues, salons and studios, and much more.
- Streets and communities where walking and biking is safe and accessible are areas where businesses thrive.
- While some Ferndale businesses, like grocery stores and drug stores, regularly attract customers out of necessity, businesses like clothing and coffee shops rely more heavily on passive shoppers.
 - To increase that in-person exposure and accessibility, Woodward Moves is designed to make Woodward easier and safer for people traveling via foot or bike, ultimately bringing more foot traffic to Woodward.
 - A walkable and connected Woodward ensures that Ferndale visitors and residents can safely and easily cross from a café to their favorite shop, or from a restaurant to an entertainment venue. This connectivity will ultimately increase exposure for Ferndale's non-essential businesses.
 - The increase in foot traffic brought on by a more accessible and safer Woodward will also help Ferndale attract a diverse mix of retailers, restaurants and venues, by ensuring all businesses are easily accessible and noticeable.
- Increasing safety and accessibility will also work to enhance our community's experience on Woodward. By making time spent on Woodward more enjoyable, Woodward Moves will increase the amount of time people spend downtown. The more time people spend downtown, the more likely they are to explore Ferndale and its businesses/experiences.
- Similar to the 2013 9 Mile project, Woodward Moves aims to ensure Woodward is usable, safe and accessible for pedestrians.
 - While Woodward is the core of Ferndale, 9 Mile's connectivity, safety, and accessibility makes it a much more desirable destination for pedestrians and bikers to explore than Woodward. However, it's hard to remember that 9 Mile wasn't always this inviting.

- As a lively and exciting community, people want to spend time in Ferndale and explore all our city has to offer.
 - Our recent success in implementing year-round Patio Zones has proven to us how much people want the opportunity to explore downtown in new ways and how much they enjoy supporting Ferndale's businesses.
 - Currently 20 Ferndale businesses are participating in our Patio Zone program. Thanks to the success of the program, we've recently revamped the Patio Zones to combine zones and expand hours to Monday – Sunday 10am – 10pm.
 - Knowing how much people want to explore and enjoy Ferndale, we have a responsibility to make Woodward safe and accessible to continue encouraging people to spend time downtown.

B. Space Utilization and Visibility

- Woodward Moves is designed to provide Ferndale business owners, residents, and visitors with a better experience exploring and enjoying downtown.
- The project will allow Ferndale's land to be put to intentional economic use, rather than wasted on underutilized parking lots and unnecessary landscaping, creating greater connectivity throughout Ferndale.
- Improving space utilization will keep people moving downtown with greater ease and efficiency, whereas they may have previously cut their journeys short when stumbling upon unused space.
 - This will encourage people to engage with all Ferndale has to offer, driving people to businesses they may not have explored before.
 - Empty space inhibits exploration and is what has led to Ferndale's previous lack of connectivity throughout the entirety of the community.
- The project will also work to introduce Woodward as Ferndale's primary travel hub for all, including cars and people walking or biking.
 - By making travel safer and more accessible, it is likely people who previously drove in Ferndale will now travel downtown in different ways.
 - Traveling Ferndale in new ways will give people an opportunity to explore Ferndale in new ways, potentially providing the opportunity to find and enjoy new establishments they may have previously missed when traveling by car.
 - As many of Ferndale's business' front doors are directly on Woodward, the project will provide easier access to those front doors for people traveling in various ways.

SUPPORTING STATISTICS

INCLUSIVE MOBILITY

- Of 387 community members surveyed by the Woodward Avenue Bicycling and Walking Safety Audit in 2019: Among the greatest concerns on Woodward Avenue were pedestrian, bicycle, and vehicular safety and crashes (82%, 82%, and 61% respectively). These significantly outranked concerns about traffic congestion (50%).
 - Our community values safety and is actively seeking diverse mobility opportunities in Ferndale. By reducing the number of lanes on each side of the road, Woodward Moves will make travel along Woodward safer both individuals traveling without a car, and those traveling with a car.

SAFETY & ACCESSIBILITY

- Dangers of crossing the street, discomfort from traffic, difficulty walking with young children and pets and proximity to traffic are among top reasons individuals choose not to walk on Woodward Avenue. (The 2019 Woodward Avenue Bicycling and Walking Safety Audit)
 - Although Woodward is the main thoroughfare in Ferndale, our people are intentionally choosing not to walk along Woodward due to difficult and unsafe conditions. This means people are missing the opportunity to explore and enjoy all Ferndale has to offer, including our diverse mix of Woodward-facing businesses.
 - Woodward Moves will reduce the distance required to cross Woodward, reduce car traffic and speeding, and increase ease and accessibility of walking along Woodward.
- Discomfort of traffic, lack of bike lanes, danger of crossing the street, distracted drivers and poor pavement conditions are among top reasons preventing people from bicycling along Woodward Avenue (The 2019 Woodward Avenue Bicycling and Walking Safety Audit).
 - Woodward is not currently safe or accessible to individuals traveling by bike. Woodward Moves will work to decrease traffic levels, implement new bike lanes, shorten the distanced required to cross Woodward and repair pavement to make it easier and safer for people to bike along Woodward.
- Community members reported more frequent crossings, more user comfort and better sidewalk conditions as improvements that would lead them to walk/bike Woodward more frequently. (The 2019 Woodward Avenue Bicycling and Walking Safety Audit)
 - Woodward Moves is designed to implement shorter pedestrian crossings, improve certain areas of sidewalk and increase safety of traveling along Woodward without a car. These changes will ultimately address the top concerns our community currently has about walking and biking along Woodward Avenue.
- People currently feel uncomfortable crossing Woodward Avenue, with only 49% feeling comfortable or somewhat comfortable crossing. Survey respondents reported not enough time to cross as a major safety concern at several intersections along Woodward. (The 2019 Woodward Avenue Bicycling and Walking Safety Audit)

- Redesigning Woodward so that 6-lanes are dedicated to car traffic and one lane on each side is dedicated to people on bikes and pedestrians, will reduce the distance people have to cross through traffic, while also minimizing risk for high car traffic and speeding.
- Ferndale Moves 2020 plan reports 25 out of 34 cross walks along Woodward (from 8 Mile to I-696) have a stress rate of 4 (the highest rating), based on the number of lanes, traffic volumes and posted speed limits.
 - Traveling along Woodward is currently stressful for all people. Woodward Moves will reduce Woodward by one lane in each direction, ultimately decreasing car speeding and lowering car traffic volumes by encouraging people to travel Woodward by foot or bike. These changes will all play a crucial role in making traveling Woodward less stressful.
- While 62% of people report occasionally biking along Woodward, only 7.4% feel comfortable doing so. (The 2019 Woodward Avenue Bicycling and Walking Safety Audit)
- Bikers in Ferndale currently feel the least safe on Woodward out of all the streets in the city. In the LTS analysis, Woodward ranked a LTS of 4 (most stressful).
 - Our community wants to travel Woodward via bike, and often do. However, Woodward's level of stress causes them to feel incredibly unsafe while doing so.
 - Woodward Moves will provide a dedicated space for individuals traveling by bike, making their travels safer and easier, ultimately encouraging more people to travel via bike along Woodward.
- Over 87% of crashes on Woodward (from 8 Mile to I-696) from 2016-2018 were rear ends, sideswipes on the same side or angle crashes. The prevalence of these crashes is likely influenced by excessive speed encouraged by the wide roadway. (Woodward Avenue Road Diet Feasibility Traffic Study conducted by Toole Design)
 - Woodward Moves is designed to reduce these types of crashes. Not only will the lane removal target the reduction of speeding, the project design will also lead to a reduction of lane change maneuvers required to make a Michigan left, reducing side-swipe crashes.

BUSINESS OWNER MESSAGING

ADDRESSING RISKS AND FEARS

- Construction can be inconvenient, disruptive, and unpleasant for those affected.
 - Emerging from the pandemic, we know how difficult these last two years have been for anyone owning and operating a business.
 - To keep your businesses thriving throughout construction, we'll be dedicating a great deal of resources to keep you, your customers, and the public informed and encouraged to explore Ferndale despite our temporary dust.
- We know change can be scary and it's normal to feel hesitant seeing a community you've long been involved in change.
 - Woodward Moves is not changing the heart or spirit of Woodward Avenue, rather evolving the corridor to make our downtown more modern. Modernizing Woodward Avenue will help foster inclusive mobility to bring new and diverse people downtown, increase safety to encourage people to travel Woodward in new ways and boost economic prosperity by increasing foot traffic and time spent on Woodward.
- Construction is complex and inevitable challenges will occur.
 - Work for Woodward Moves is scheduled to take place in two phases. As the initial timeline stands, work will start as early as mid to late September of 2022, with the majority of the work taking place from April 2023 – September 2023.
 - While there is a chance this timeline changes, we'll work closely with our construction partner, MDOT, to stay as closely on track as possible.
 - As project updates are available, we will keep all business owners in the loop through our email newsletter, website and text message systems.
 - If there is an urgent update or emergency that you need to know about, we will contact you via text message to notify you as soon as possible.
 - Sign up to receive text message updates on Woodward Moves [here](#)
 - If there is a construction-related emergency that needs to be reported to the city, please contact Police Non-emergency at 248-541-3650.

BUSINESS OWNER RESPONSIBILITY

- We understand the disruption construction can cause, especially when trying to run a business. The DDA and city plan to do everything in our power to keep you informed, your businesses filled, and your customers happy.
 - However, in order for Woodward Moves to be a success, we need your partnership and support.
- Business owners are the heart and soul of Ferndale. The city, your customers, and visitors to Ferndale value the services and experiences you provide to make Ferndale the special community it is today.

- You will remain a top priority throughout the entirety of this project. We'll dedicate a great deal of resources to provide you with the updates and information you need to keep your customers and staff informed. But we'll need your help in sharing that information with them.
 - See below for where to direct business owners for resources.

PARKING

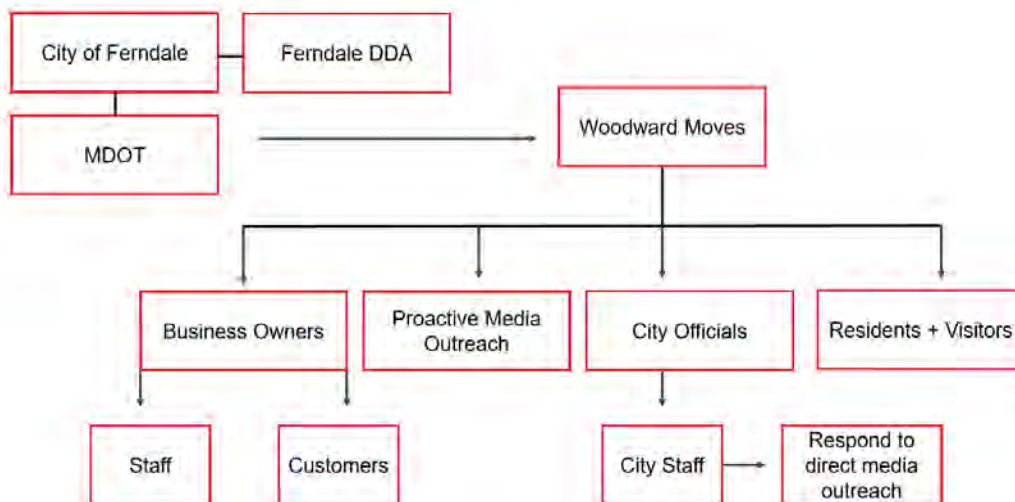
- An estimated 100 – 125 vehicle parking spaces are expected to be removed from the entire length of Woodward Avenue from 8 Mile Road to the northern city limit.
- The removal of select parking spaces will work to make Woodward avenue more inclusive and accessible by:
 - Allowing for the creation of pedestrian-accessible bus stops
 - Improving intersection safety for all users by improving site lines at unsignalized intersections
 - Enhancing safety for bikes using the new cycle track.
- The estimated range of parking space reduction includes:
 - 21 – 25 spots from the Central Business District (Saratoga and Breckenridge)
 - Northbound: 11 – 14, Southbound: 10 – 11
 - 45 – 59 spots from Bennett to Saratoga
 - Northbound: 22 – 25, Southbound: 19 – 27
 - 38 – 42 from Breckenridge to North City Limit
 - Northbound: 22 – 25, Southbound: 16 – 17
- While parking on Woodward Avenue will decrease, Downtown Ferndale will still offer a variety of public parking options.
 - There are 825 parking spaces available in publicly managed lots, 265 on-street parking spaces (in addition to those on Woodward Ave), and 377 spaces at The Dot parking deck located at 221 West Troy Street.
- While this project will eliminate some parking spots downtown, it will also provide the community with new ways to get downtown without a car.
- By making it easier and safer for people to walk or travel by bike in downtown Ferndale, Woodward Moves aims to reduce the rate of car travel downtown, thereby reducing the number of parking spaces needed.
- By converting space previously dedicated to parking into space for pedestrians and bikers, we'll make Ferndale more inclusive and increase accessibility to businesses, ultimately driving economic prosperity for businesses and Ferndale as a whole.

BUSINESS OPPORTUNITIES

- As we see in many other metropolitan areas, streets where walking and biking is safe and accessible are streets where businesses thrive.
- A walkable street ensures that Ferndale visitors and residents can safely and easily cross from a cafe to their favorite shop, or from a restaurant to an entertainment venue.

- This project will also increase Ferndale's connectivity and make it easier to get from one end of downtown to another. Increased connectivity and ease of travel will encourage people to visit more than one establishment during their time downtown.
 - This increase in foot traffic will also help Ferndale maintain a diverse mix of retailers, restaurants, and venues, by ensuring all businesses are easily accessible.
- As many of Ferndale businesses' front doors open right onto Woodward, Woodward Moves aims to increase foot traffic downtown, ultimately bringing more people in through your doors.
- By making travel safer and more accessible, it is likely people who previously drove in Ferndale will now travel downtown in different ways. Traveling Ferndale in new ways will give people an opportunity to explore Ferndale in new ways, potentially providing them the opportunity to find and enjoy new establishments they may have previously missed when traveling by car.

ROLES / PROJECT STRUCTURE



DDA

- The Ferndale Downtown Development Authority will work diligently throughout Woodward Moves to provide business owners with the information, resources, and support they need to keep their businesses thriving throughout the project.
- The DDA will develop tool kits for business owners to use to keep their customers informed and engaged during Woodward Moves. Tool kits will include:
 - Q and A documents
 - Project fact sheets
 - Social media templates for business owners to use on their own channels
 - Infographics
- The DDA will also carry the responsibility of communicating and engaging with the public throughout Woodward Moves, specifically regarding continued and ongoing support of Downtown and local businesses. Our goal is for people to understand that Ferndale and its businesses are open and looking forward to welcoming customers, even during construction.
- If business owners would like to ask questions, or provide feedback on Woodward Moves, they can contact the DDA at info@downtownferndale.com or 248-546-1632

City

- The City of Ferndale is the champion and leader of the Woodward Moves project and is responsible for implementing the vision for an improved Woodward, which residents have been requesting for years.
- The city has engaged and implemented a partnership with MDOT and will manage the partnership coordination throughout the project.
- The city will work with MDOT to approve the final project design and oversee project execution.

MDOT

- MDOT has signed on to serve as the city's partner for Woodward Moves, contributing funds via the tap grant for the project. MDOT will also be responsible for developing the design and the execution of the project, with supervision and direction from the City of Ferndale.
- MDOT will be responsible for contracting workers and managing all design and construction work for Woodward Moves.

FUNDING

Funding for Woodward Moves is provided by the Michigan Department of Transportation (MDOT), City of Ferndale, City of Pleasant Ridge and a Transportation Alternatives Program (TAP) grant MDOT and Southeast Michigan Council of Governments (SEMCOG). The City of Ferndale is grateful for MDOT's partnership and financial contribution to help us make Ferndale more safe, inclusive and prosperous.

This \$9 million project includes:

- \$5.6 million in resurfacing work from MDOT
- \$1,176,500 from City of Ferndale
- \$139,500 from the City of Pleasant Ridge,
- \$2 million in grants

The local funds contribution from The City of Ferndale for Woodward Moves comes from fuel tax revenue collected from the Public Act 51 of 1951 (Act 51), specifically earmarked to be spent on public transportation projects.

The Transportation Alternatives Program (TAP) is a competitive grant program that uses federal transportation funds designated by Congress for specific activities that enhance the intermodal transportation system and provide safe alternative transportation options.

RESOURCES (WHERE ARE WE DIRECTING PEOPLE)

BUSINESS OWNERS

- For urgent updates on Woodward Moves that may affect you or your business, sign up for our Woodward Moves text message system here: [link](#)
- For monthly updates on Woodward Moves, including resources for your customers, the latest information on parking and the next projected phases of construction, subscribe to our monthly email newsletter here: [link](#)
- Visit the Woodward Moves project website: ferndalemoves.com/project/woodward-moves-2022 for more information including the project timeline, details on the current project phase, a project map and much more.
- Representatives from the DDA and city teams will frequently be visiting businesses to check in on how the project is affecting you and your business while also providing resources and project updates. During these visits, we're invested in gathering your honest feedback and working together as partners to make this project a success.
- If there is a construction-related emergency that needs to be reported to the city, please contact 911 to report any immediate threats to life or property. For all other matters, please contact Police Non-emergency at 248-541-3650.

MEDIA

- For all media inquiries regarding Woodward Moves, please contact ehebert@franco.com

CITY OFFICIALS/STAFF

- For urgent updates on Woodward Moves via text message, please sign up for our Woodward Moves text message system here: [link](#)
- For all other details on Woodward Moves, please visit ferndalemoves.com/project/woodward-moves-2022

RESIDENTS/VISITORS/GENERAL PUBLIC

- Visit ferndalemoves.com/project/woodward-moves-2022 and follow along on social media for more updates on Woodward Moves as the project progresses.
- For monthly updates on Woodward Moves including, parking and detour information, updates from your favorite businesses and details on the next phase of construction, subscribe to our monthly email newsletter here: [link](#)

OUTREACH RESOURCES AVAILABLE TO DATE 9.9.22

- Business postcard
- Business doorhanger
- Woodward Moves logo
- Woodward Moves 101 social media package (currently in draft format)
- 3 cross section images developed by Ferndale's engineering team Giffels Webster (with parking, no parking, and bus stops)
- Link for businesses to sign up for email/text alerts

OUTREACH CONDUCTED TO DATE 9.9.22

- Project mention in City of Ferndale newsletter 2022 (Q2, Q3, and Q4)
- Update presentation to Ferndale City Council on business communications – Aug 8
- First business outreach day to visit in person – August 15
- Welcome email sent to entire DDA email list – Aug 24
- Woodward Moves 101 email – Sept 8
- Update presentation to DDA Board of Directors – Sept 8

THE OAKLAND PRESS

Royal Oak to unveil aging-in-place plan for seniors at open house



Royal Oak's Senior Services / Aging in Place Task Force began collecting data and talking to seniors in focus groups (above) a few years ago as it worked to come up with a plan for the city to make the city more age friendly. (Sharlan Douglas photo)

By **MIKE MCCONNELL** | mmcconnell@medianewsgroup.com | The Oakland Press

PUBLISHED: October 17, 2022 at 10:33 a.m. | UPDATED: October 17, 2022 at 10:37 a.m.

After three years of work, volunteers with the Senior Services Aging in Place Task Force have a draft plan on goals to accommodate senior citizens in Royal Oak.

The task force is hosting an open house with coffee and doughnuts from 10 a.m. to noon Oct. 22 at the Leo Mahany/Harold Meininger Senior Community Center, 3500 Marais Ave. "Getting everyone to participate in the open house would be my highest priority," said City Commissioner Sharlan Douglas, the commission's liaison to the task force. "This is our launch and we want a good turnout."

INFORMATION ONLY

Douglas said the task force's effort is a long-term plan with recommendations that will be reflected in the city's master planning process, affecting the work and policies of Royal Oak for years to come.

The Southeast Michigan Council of Governments (SEMCOG) estimates the senior population of Royal Oak to grow by at least 34.8 percent by the year 2045.



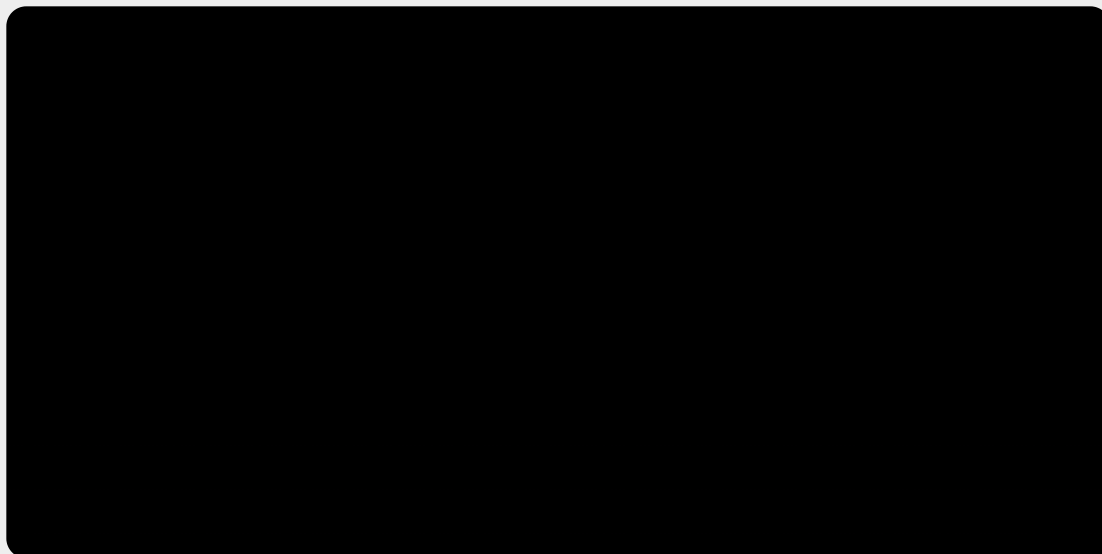
The task force will host an open house for the aging-in-place plan with coffee and doughnuts from 10 a.m. to noon Oct. 22 at the Leo Mahany/Harold Meininger Senior Community Center, 3500 Marais Ave. (Tribune file photo)

Currently, there are about 12,000 residents in the city over age 60, accounting for just over 20 percent of the population.

The task force plan is aimed at helping seniors age in place, and recommends goals for the city to achieve in outdoor spaces, trails, transportation, information, communication, housing, community engagement and support services, and health.

INFORMATION ONLY

Douglas said the upcoming open house at the senior center is open to all residents. “We’re eager to have people of all ages participate because a lot of us will be seniors one day,” she said. “Many of us are the children, caregivers or neighbors of seniors.” One of the most visible examples of things that benefit seniors and younger adults is curb cuts, she said. “They benefit someone with a walker or a baby stroller,” Douglas said. In the introduction to the task force’s draft plan, City Manager Paul Brake said The Center for Disease Control defines aging in place as “the ability to live in one’s own home and community safely, independently, and comfortably, regardless of age, income, or ability level.” With a plan completed, Brake said it is time for Royal Oak to look at the city’s development from a new perspective. “As the community changes over time, we hope these conceptual ideas become a reality,” he said. “This work will not only be impactful but rewarding and will ensure that Royal Oak’s aging population can continue to enjoy the great amenities that the city has to offer.” Hard copies of the task force plan available at the library and the senior center with comment cards. Residents can also review the plan and offer their opinions online at romi.gov/1414/Age-Friendly-Royal-Oak.



LOCAL NEWS

These zip codes have the highest home values in Metro Detroit

Chart, map identify zip codes with highest, lowest home values in region

Cassidy Johncox, Senior News Editor

Published: **October 11, 2022 at 11:27 AM**

Tags: **Home Value, Homes, Housing, Housing Market, Metro Detroit, Michigan, Macomb County, Oakland County, Wayne County, Washtenaw County, Livingston County, Data, Birmingham, Bloomfield Hills, Northville, Rochester Hills, Ann Arbor**





Photo by Dillon Kydd on Unsplash (WDIV)



Rochester's Hometown Pizzeria

Serving Rochester, Rochester Hills, Shelby, and Oakland

Grant's Pizza House

[Learn More](#)

DETROIT – Home values vary widely across Metro Detroit, shifting significantly from zip code to zip code.

According to data from September, some of the the lowest Metro Detroit home values can be found in zip codes in Detroit, Ecorse and Inkster -- but where are the homes with the highest value?

We're **exploring home value data** across the area, and identified the 15 zip codes with the highest average home value in Metro Detroit. Check them out in the chart below.



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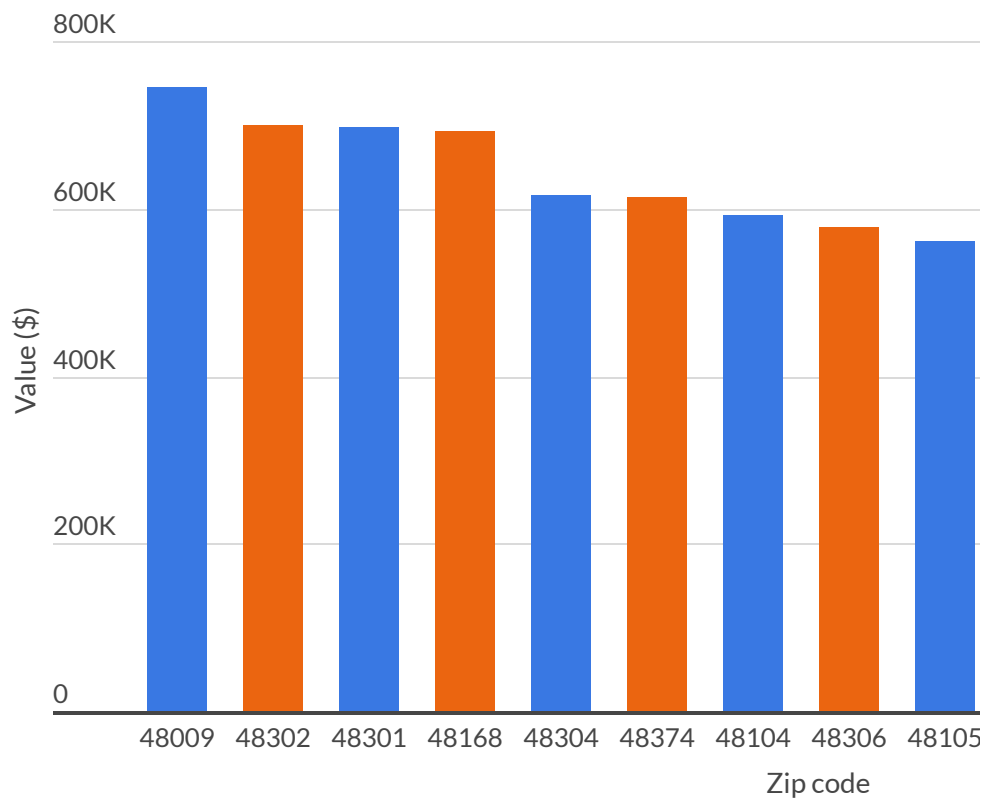
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Highest average home value Detroit by zip code

These are the Metro Detroit zip codes that have the highest average home value i data from the Zillow Home Value Index.



Data collected from the Zillow Home Value Index. The numbers above are as of September

Share

In case you're not zip code expert, here are the cities where these zip codes are located (in order):

1. **48009** = Birmingham
2. **48302** = Bloomfield Hills



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4. **48168** = Northville
5. **48304** = Bloomfield Hills
6. **48374** = Novi
7. **48104** = Ann Arbor
8. **48306** = Rochester Hills
9. **48105** = Ann Arbor
10. **48098** = Troy
11. **48025** = Beverly Hills
12. **48167** = Northville
13. **48323** = Orchard Lake
14. **48230** = Grosse Pointe Park
15. **48103** = Ann Arbor

And if you prefer a visual, the map below shows the average home value for most Metro Detroit zip codes. You can click through the map, or toggle over to the “data table” tab to see a list of the value in dollars broken down by zip code for the entire region.



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Average Metro Detroit home value

Compare by ZIP codes



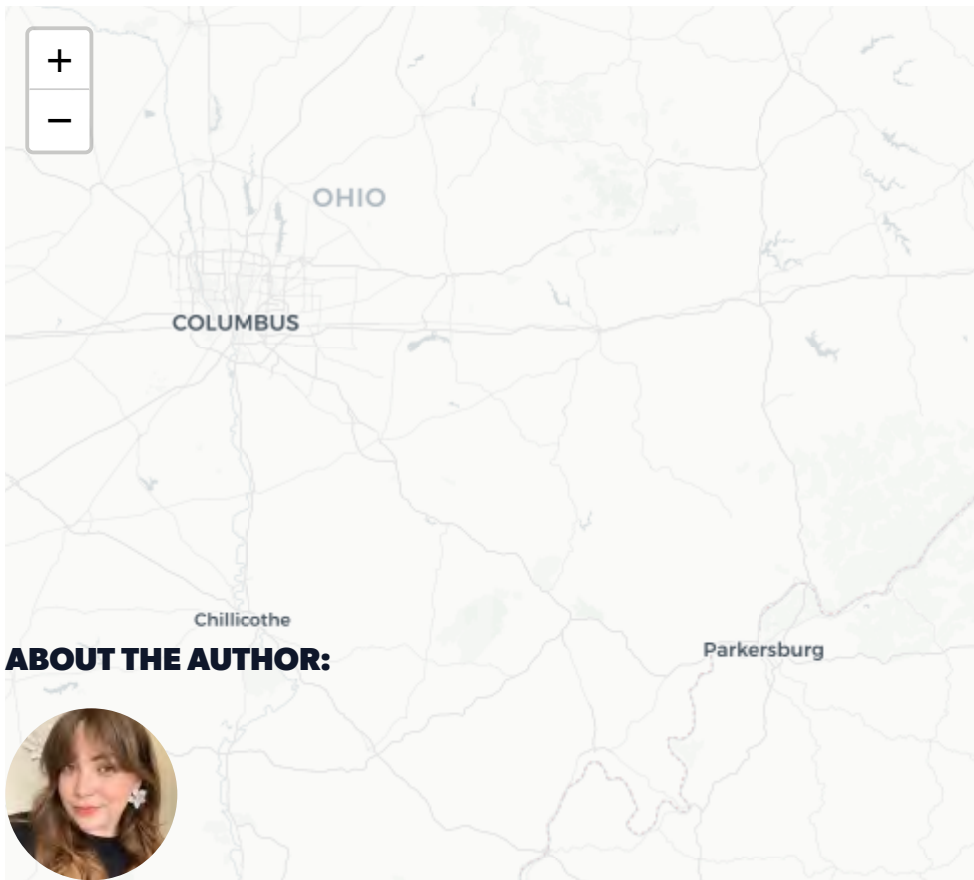
Graph



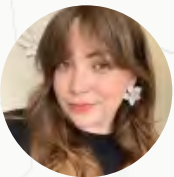
Data Table

Home value (\$)

50.2k 189k 328k 467k



ABOUT THE AUTHOR:



Cassidy Johncox

Note: Here is the average value of a single-family home in September 2022 based on location,...

Source: [Zillow](#) >

By DATAHERALD

[Explore this data](#)

press the spectrum, with a special focus on politics and community issues.

email twitter

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CRAIN'S DETROIT BUSINESS

October 13, 2022 11:12 AM 7 HOURS AGO

'Road diet' construction to replace lane of Woodward with bike and pedestrian space begins

MINNAH ARSHAD



Matthew Pollock/Crain's Detroit Business

Woodward Avenue through Ferndale will get dedicated bike lanes and other changes with work scheduled to start Monday.

After years of debate about safety concerns along the Woodward corridor, two communities will soon start construction that will transform a two-mile stretch of the iconic street into a pedestrian- and biker-friendly roadway.

On Oct. 17, construction on Woodward Avenue between Eight Mile and Interstate 696 will begin. Woodward Moves, a joint venture between Ferndale,

INFORMATION ONLY

Pleasant Ridge and the Michigan Department of Transportation, will reduce one lane in each direction, add a nine-foot parking-protected bike lane, where the parking lane puts a barrier between cars and bicyclists, a three-foot buffer, and about 900 delineators to ensure cars don't cross into the bike lane, Ferndale Downtown Development Authority's Executive Director Lena Stevens told Crain's.

The project also includes repaving up to the northern Ferndale boundary. Pleasant Ridge's portion of the roadway has already been repaved.

The city has received some pushback from residents and businesses who express concern about the year-long construction project obstructing roadways, and the reduction of car lanes increasing traffic density in an already busy area. Lawn signs protesting the "road diet" have been a visible presence in local neighborhoods.

The \$9 million undertaking is receiving major state dollars. MDOT is putting in \$5.6 million, Ferndale Mayor Melanie Piana said. The project is also being funded by \$2 million in grants split between MDOT and the Southeast Michigan Council of Governments. Ferndale is footing nearly \$1.2 million, and Pleasant Ridge is paying \$139,500. Ferndale's match comes from its Act 51 transportation tax revenue allocation from the state.



Matthew Pollock/Crain's Detroit Business

The plan to add bike lanes on Woodward Avenue has prompted protest from some residents and businesses.

Safety concerns about Woodward have floated higher and higher on the priority list in Ferndale's community meetings over the last couple decades, Piana said. One of the main safety concerns the project seeks to address is that vehicles seeking to turn right onto Woodward have to pull onto the sidewalk to be far enough to see traffic and safely turn.

In the new design, most of the intersections with traffic lights will be able to accommodate a car safely pulling past the crosswalk and bike lane, Stevens said. The project also adds protection for nonvehicular travelers and reduces the length of the crosswalk distance for pedestrians on Woodward, which Stevens said is currently a race to the other side.

The team has also drawn inspiration from the National Association of City Transportation plans and general global trends.

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"It's just the way the world is going," Stevens said. "I'm excited to see Ferndale doing that, especially with Woodward, which is a very iconic road, so it's not a small thing to try something like this here."

Ferndale was also the first city to put down white stripes for biking lanes, the mayor said.

"We're not the only city having these issues along the Woodward corridor, but we are the first to attempt to bring some real safety," Piana said.

Backers cite data that say the road can handle reduction in vehicle lanes. SEMCOG's 2013 and 2015 annual average daily traffic, or ADT, estimates compiled by the city of Ferndale show that the northbound segment of Woodward Avenue saw 15,000 to 17,900 vehicles a day, and the southbound segment, excluding underpass and overpass portions, saw 13,500 to 23,000 vehicles a day.

The Federal Highway Administration estimates that four-lane roads with an ADT of 20,000 or less are good candidates for road diets and won't significantly affect motor vehicles while improving conditions for other modes of transportation.

"This is about modernizing Woodward, so that we're responding to community needs as they are today," Piana told Crain's.

Stevens said the estimated completion deadline is late fall 2023. The bulk of the work will commence next spring, but starting October 17 through mid-November, or as weather permits, the city will focus on the middle lanes. Troy-based Ajax Paving Industries Inc. was awarded the prime bid for the project, Ferndale Department of Public Works director Dan Antosik told Crain's, and Merlo Construction Inc. in Milford is aiding with much of the concrete work.

The emphasis on non-vehicular travel paths in this redesign is about moving the community into where the world is headed, Piana said, adding that businesses and residents come to Ferndale for the walkability.

"When you design a community for all types of getting around, then your community is meeting everybody where they're at, and for all vulnerable users," Piana said.

The mayor said she expects there to be a third phase of the project after construction concludes: education. Relearning how to use and share the roadway with bicyclists, roller skaters, scooters and pedestrians will take a few months to adjust to.

"It's not a road diet — it's a lifestyle change," Stevens said.

MEMORANDUM

DATE: October 24, 2022

TO: Thomas M. Markus, City Manager and City Commission

FROM: Monika Koleci and Mary M. Kucharek

RE: Local Regulation of Short-Term Rentals

Issue: Can the local government regulate short-term rentals within its jurisdiction?

Short Answer: Currently, yes. However, this may change after the mid-term elections in November 2022. The Michigan House of Representatives passed House Bill 4722 ("HB 4722" or the "Bill"), which would significantly limit how local governments regulate short-term rentals. To become law the bill must still be passed by the Senate and signed by Governor Whitmer.

Analysis:

Current Law

In Michigan, local ordinances may determine whether short-term rentals are allowable within city limits or not. In October 2018, the Michigan Supreme Court published a decision that upheld the right of local ordinances to allow or restrict short-term rentals. However, local communities will be limited in their ability to regulate short-term housing rentals if HB 4722 becomes law.

Proposed Law

HB 4722 is a proposed amendment to the Zoning Enabling Act that would effectively prohibit local governments from enforcing zoning ordinances aimed at preventing short-term rentals. However, the Bill would not restrict the local government's ability to limit the number of short-term rentals in its jurisdiction or regulate sources of nuisance such as noise, pollution, and traffic.

HB 4722 would amend the Michigan Zoning Enabling Act to establish that the rental of a dwelling, including a short-term rental:

- Is a residential use of property that is permitted in all residential zoning districts
- Is not subject to a special use or conditional use permit, or procedure different from those required for other dwellings in the same zone
- Is not commercial use of property

The bill makes clear that the proposed changes do not prohibit a local unit of government from (i) inspecting a residence for compliance with or enforcement of an ordinance, provided that it is for

INFORMATION ONLY

the protection of public health and safety, is not a zoning ordinance, and does not have the effect of prohibiting short-term rentals, or (ii) collecting taxes otherwise authorized by law.

Local governments may limit the number of short-term rentals under common ownership, which is defined as "ownership in whole or in part by the same individual, individuals, or legal entity," to two or more. Local governments may also limit the total number of units that may be used as short-term rentals in their jurisdiction. According to the bill, the limit shall not be less than 30% of the total number of residential units in the municipality.

Birmingham

The current language of the ordinance in Birmingham does regulate short-term rentals. The ordinance requires a license to be obtained before anyone rents or leases their property. There are occupancy requirements that must be satisfied to obtain a license. In addition, the property owner is required to inspect and maintain the rental property. (See attached ordinance for additional information.) Therefore, if HB 4722 becomes law; then the language of the Birmingham ordinance will have to be amended to reflect it. The City will forfeit some of its restrictions but be able to maintain other ones under the new law.

RUMBLINGS

Bill to protect Airbnb-style rentals approved by Senate panel

A Michigan Senate panel on Wednesday advanced legislation that would prevent local governments from passing or enforcing ordinances that have the effect of prohibiting short-term rentals.

The bill, which the House narrowly passed nearly a year ago, was sent to the Senate on a 6-3 vote after no debate in the Republican-led Senate Regulatory Reform Committee. The Senate was not expected to vote Wednesday, potentially the last day of voting until after the Nov. 8 election.

The measure is supported by Airbnb, the Michigan Association of Realtors and the Rental Property Owners Association. Municipalities and the Michigan Restaurant & Lodging Association oppose it.

The legislation would say that renting a dwelling is a permitted



The popular 'Motownbnb' on West Grand Boulevard near Detroit's Motown Museum offers short-term rentals. IMOTOWNBNB

residential, not commercial, use of property that is not subject to special permits or procedures. Local governments could limit the number of short-term rentals owned by the same person and cap the total number of short-term rentals as a percentage of all residences.

Municipalities could continue to enforce certain ordinance provisions if they existed in July 2019.

The fight over short-term housing rentals has been waged in the Legislature for years.

Local governments have been accused of trampling on property rights with overly restrictive and unfair rules. On the other side are lodging, tourism, and city and township officials who worry about the unrestrained growth of short-term vacation rentals through online platforms like Airbnb.



Jana Ecker <jecker@bhamgov.org>

September 12th, 2022 parking workshop

1 message

Brad Host <bhost@bhamgov.org>

Tue, Sep 27, 2022 at 12:52 PM

To: Jana Ecker <jecker@bhamgov.org>

Cc: Tom Markus <tmarkus@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>

Dear Jana,

Presently I have 5 requests

- 1) Please give me the source documents for slide pages 7,8 and 9
- 2) Please give me the parking systems' annual gross sales, annual operating expenses, and annual capital expenditures for the last 10 years.
- 3) The parking system enterprise recommends what percentage of annual capital expenditures?
- 4) You mentioned "zoning relief" with regards to Restoration Hardware. Kindly explain.
- 5) Show me some original PAD invoices (including formulas, square footage and charges), payments into the PAD, and cancelled checks for each assessment as the parking decks were built.

Thanks in advance.

Brad

INFORMATION ONLY



Jana Ecker <jecker@bhamgov.org>

9/12/22 Parking Workshop Requests

1 message

Brad Host <bhost@bhamgov.org>
To: Jana Ecker <jecker@bhamgov.org>
Cc: Tom Markus <tmarkus@bhamgov.org>

Fri, Oct 7, 2022 at 1:37 PM

Dear Jana,
When will my 5 requests be answered?
Please advise when convenient.
Brad

Sent from my iPhone

INFORMATION ONLY



Jana Ecker <jecker@bhamgov.org>

Re: 9/12/22 Parking Workshop Requests

1 message

Tom Markus <tmarkus@bhamgov.org>

Fri, Oct 7, 2022 at 3:49 PM

To: Brad Host <bhost@bhamgov.org>

Cc: City Commission <city-commission@bhamgov.org>, DepartmentHeads <departmentheads@bhamgov.org>

I am in receipt of your email requesting the following information relating to the City Commission workshop on parking held on September 12, 2022:

- 1) Source documents related to slide pages 7,8 and 9;
- 2) Information related to the parking systems' annual gross sales, annual operating expenses, and annual capital expenditures for the last 10 years;
- 3) The percentage of annual capital expenditures the parking system enterprise recommends;
- 4) Information on "zoning relief" you state was mentioned with regards to Restoration Hardware; and
- 5) Original PAD invoices (including formulas, square footage and charges), payments into the PAD, and cancelled checks for each assessment as the parking decks were built.

My response to each request is as follows:

1) Please find attached the following source documents related to the information presented at the September 12, 2022 Commission Workshop on slides 7, 8 and 9:

- Excerpt from GAAP (Generally Accepted Accounting Principals) for Enterprise Funds – Public parking system is an enterprise fund GASB definition and requirements
- Excerpt from State Uniform Chart of Accounts – Parking System Funds
- Excerpts from FY 22-23 Budget
- Chapter 94, Special Assessments, Section 94-3, Commission Authority, from the Birmingham City Code
- Letter from Pat McGow, September 21, 2021
- Hogan Report, July 18, 1950
- Historical notes and memos from archives

2) I have referred this question to Mark Gerber. Mark will provide this information when time is available.

3) Please clarify.

4) During the presentation on September 12, 2022, documentation was presented demonstrating that any property that paid into a Parking Assessment District was not required to provide on site parking for non-residential uses. This has been in place in the zoning regulations for the City since at least 1955. The existing section in force in the Zoning Ordinance is attached:

- Chapter 126, Zoning, Article 4, Section 4.45, Methods of Providing Parking Facilities

5) Original documentation from the prior parking assessment districts, including invoices, payments and cancelled checks) are not available. The storage and retention requirements for all such special assessment district records are as follows:

- Assessment rolls - 20 years
- Special assessment preliminary work files - 3 years
- Special assessment ledger - 10 years
- Original invoices - Current + 5 years

All parking assessment districts were in existence more than 30 years ago.

On a related matter, at the City Commission meeting on October 4, 2022, you shared two charts from Appendix 2 of The Birmingham Plan (1980) related to the history of the public parking system. You referred to charts that studied then existing commercial square footage, as well as potential development scenarios over time. The charts illustrated the calculations done to determine the number of public parking spaces needed in the future, based on potential future zoning standards. The future development scenarios considered future development potential based on a Floor Area Ratio (FAR) of 2, as well as an FAR of 4. You then alleged that City staff had provided inaccurate information at the parking workshop, as an FAR of 4 was not the basis of the final parking demand analysis. The comments of staff during the presentation on October 4, 2022 were that the City had studied various potential development scenarios, as well as various parking requirements in the establishment of the public parking system. The charts in Appendix 2 of The Birmingham Plan confirm this.

I would like to point out that the purpose of the latest parking workshop was to demonstrate that future development potential was factored into prior parking studies and resulting parking assessments. **Your comments and the charts you discussed at the meeting on October 4, 2022 clearly reinforce the City's position that future development potential was in fact included in prior parking studies and the resulting assessments** (charts are attached, with highlighting added). The zoning provision added in 1955 that stated that any property that paid into a Parking Assessment District was not required to provide on site parking for non-residential uses, codifies this. The same zoning provision remains in effect today. Even if future development had not been considered when the public parking system was established, the fact remains that the parking system is able to adjust to any increases in future parking demand by adding additional parking and assessing benefiting properties if the need arises.

INFORMATION ONLY

An inordinate amount of staff time has already been spent since my return to the manager position responding to your questions and allegations based on your inaccurate interpretation of the history of the public parking system in Birmingham that is not supported by City records.

Any further study of matters related to the history of the public parking system by City staff should not be undertaken without a majority vote of the City Commission so requesting.

On Fri, Oct 7, 2022 at 1:37 PM Brad Host <bhost@bhamgov.org> wrote:

Dear Jana,
When will my 5 requests be answered?
Please advise when convenient.
Brad

Sent from my iPhone

--

You received this message because you are subscribed to the Google Groups "DepartmentHeads" group.

To unsubscribe from this group and stop receiving emails from it, send an email to departmentheads+unsubscribe@bhamgov.org.

To view this discussion on the web visit https://groups.google.com/a/bhamgov.org/d/msgid/departmentheads/CALPLqCjjj53hdTtPdDZKsZqL%2BHKbVvmdS_%2BJu6iYvEibX0rXzQ%40mail.gmail.com.



Parking Documents Attachment - FINAL.pdf
19532K

4

Funds, Fund Types, and Interfund Activity

Of all of the traits that distinguish accounting and financial reporting for state and local governments from accounting and financial reporting for businesses, perhaps the most obvious is fund accounting. This chapter will examine the crucial role that funds play in the public sector. It also will consider the appropriate accounting and financial reporting for activity between funds.

Nature and purpose of fund accounting

In the private sector, managers typically enjoy considerable discretion in how they apply financial resources to achieve an entity's objectives. They ultimately are accountable to their governing body (board of directors), of course, but mainly *after the fact*. Public-sector managers, in contrast, find themselves in a quite different position.

First, state and local governments often receive financial assistance from higher levels of government. In most cases, those resources must be used for purposes specified by the provider. That is, management's discretion on how to use the resources is *preempted*, to a large degree, by the resource provider. Management, for instance, could not redirect grant proceeds destined for low-income housing to finance infrastructure maintenance, even if management believed the money would be better spent on infrastructure than on housing.

Second, the legislative branch (governing body) exercises the "power of the purse" over the executive branch (management). Management needs the authorization of the governing body to raise and spend public money. This authorization normally takes the form of an annual (or biennial) appropriated budget, which legally limits the types of revenues that may be raised and how budgeted resources may be spent. Once again, management's discretion is *preempted* to a large extent, this time by the governing body. If resources were budgeted for equipment, for instance, a government's management normally would not legally be able to spend them instead on salaries. Likewise, resources budgeted for one department (police) often could not legally be spent for another (parks and recreation). Thus, there are significant constraints on how managers spend even a government's own-source revenues.

The first principal of accounting and financial reporting for state and local governments (Accounting and Reporting Capabilities) states that:

A governmental accounting system must make it possible both: (a) to present fairly and with full disclosure the funds and activities of the governmental unit in conformity with generally accepted accounting principles, and (b) to determine and demonstrate compliance with finance-related legal and contractual provisions.¹

Given the special compliance challenges of the public sector described earlier, state and local governments need some reliable yet practical means of determining and demonstrating "compliance with finance-related legal and contractual provisions." For almost a century, fund accounting has met that need. Thus, the second principle of governmental accounting and financial reporting for state and local governments (Fund Accounting Systems) states that "governmental accounting systems should be organized and operated on a fund basis." That principle goes on to define a *fund* as:

a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.²

For example, a government might establish a separate *fund* to account for revenues from gasoline taxes that can only be spent on road repair and construction so as to ensure and demonstrate compliance with that requirement. Such a fund also might assist financial statement users with a particular interest in resources available for road repair and construction.

At the inception of fund accounting, individual funds most often corresponded to separate bank accounts. Since that time, advances in treasury management have reduced or eliminated the need for multiple bank accounts. Accordingly, today's funds may exist only as data sets within the government's information system.

Number of Funds principle

The third principle of governmental accounting and financial reporting for state and local governments (Number of Funds) states that:

Governmental units should establish and maintain those funds required by law and sound financial administration. Only the minimum number of funds consistent with legal and operating requirements should be established, however, since unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration.³

As explained previously,⁴ it is important to distinguish *accounting* (collection and maintenance of detailed financial data) from *financial reporting* (aggregation of detailed data from the accounting system into a form suitable for decision making).

1. National Council on Governmental Accounting (NCGA) Statement 1, *Governmental Accounting and Financial Reporting Principles*, Principle 1. This definition was written essentially from the perspective of governmental funds. Proprietary funds and trust funds report capital assets as well, even though capital assets are not mentioned in this definition.

2. NCGA Statement 1, Principle 2.

3. NCGA Statement 1, Principle 3.

4. See Chapter 1.

EXHIBIT 4-1 Fund categories

Governmental funds
Proprietary funds
Fiduciary funds

The number of funds may be greater than the number of detail. Accordingly, often involves treating single fund for financial

Fund categories

Financial activities for Some activities are financial (general government on fees and charges at the government may sponsor pension plan). Exhibit 4-1:

- *Governmental funds* taxes, grants, and
- *Proprietary funds* report from fees and
- *Fiduciary funds* as trustee or agent report the government

Fund types

Within each of the three categorized by fund type

5. There are a number of individual funds that it prescribes "funds" into a single fund; consider and consider using inter on an accrual basis. All ment pools and individual Association's best practice
6. Governmental Accounting and Management

EXHIBIT 4-3 Proprietary fund types

Enterprise funds	Used to report any activity for which a fee is charged to external users for goods or services
Internal service funds	Used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units, or to other governments, on a cost-reimbursement basis

Proprietary funds

A government's *proprietary funds* can be classified into two fund types: enterprise funds and internal service funds (see Exhibit 4-3).

Enterprise funds. GAAP provide that *enterprise funds* "may be used to report any activity for which a fee is charged to external users for goods or services" [emphasis added].³⁶ Furthermore, a given activity *must* be accounted for in an enterprise fund if it meets *any* of the following criteria (in the context of its principal revenue sources):

- There is outstanding debt that is backed *solely* by fees and charges;³⁷
- Laws or regulations require that fees and charges be set to recover costs, including capital costs (depreciation or debt service); or
- There is a pricing policy that fees and charges be set to recover costs, including capital costs (depreciation or debt service).

Enterprise fund accounting is designed to highlight the extent to which fees and charges are sufficient to cover the cost of providing goods and services. For that reason, it often is used voluntarily for subsidized activities to highlight the cost of the subsidy.

A public transit system is a good example of an activity that is commonly accounted for in an enterprise fund voluntarily (typically less than half of their revenues are generated from fees and charges). Conversely, the use of the enterprise fund type normally would be mandatory for an electric utility (legal requirement or pricing policy to recover cost).

GAAP specify just two instances where an enterprise fund must always be used.³⁸ One is stand-alone reports by public-entity risk pools.³⁹ The other is state unemployment compensation benefit plans.⁴⁰ In this latter case, however, GAAP go on to indicate that administrative costs related to the plan should be reported in the general fund.⁴¹

36. GASB Statement No. 34, paragraph 67.

37. The assessment of whether debt is solely backed by fees and charges would *not* be affected by debt proceeds held in a reserve account for future debt service. Conversely, *any* backing by a government's full faith and credit, no matter how remote the eventuality, would be inconsistent with this criterion.

38. GASB Comprehensive Implementation Guide, 7.50.1.

39. In a sponsor report, the activity must be reclassified as an internal service fund (or incorporated into the general fund) if the sponsor is the predominant participant (GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*, paragraph 76).

40. GASB Statement No. 34, footnote 34.

41. NCGA Interpretation 9, paragraph 9, and GASB Comprehensive Implementation Guide, 7.50.8.

In the private sector, are quite similar to those of higher education elect their private-sector count

Prior to the turn of the umms and libraries) were a mental accounting. As accounting is quite similar units that historically use ing, even if they do not on returns).⁴²

Internal service funds. nism to allocate shared with other government effectiveness of a share report any activity that agencies of the primary ments, on a cost-reimb able management tools commonly encountere printing services, info service fund also may financing activities.

There are two imp

- The government : internal service parties. If the g pant, the fund
- The fund must fi vice fund, by c use of an interr recover the ful (depreciation, surplus or def able period pc over time is in type.⁴⁷

42. GASB Statement

43. See Chapter 6 for

44. GASB Statement

45. Ibid.

46. This last appoa

47. See Chapter 15 f

DESCRIPTIONS FOR FUNDS, ACTIVITIES, AND ACCOUNT NUMBERS

MCL 46.351 *et seq.*; Cities--1895 PA 215, MCL 87.7, MCL 88.20; Villages--1895 PA 3, MCL 65.7; Townships--Revised Statutes of 1846, MCL 41.75.

511--HOSPITAL OPERATING FUND

This fund is used to record the operation of a local unit owned hospital. It is a self-balancing fund which does business with individuals or firms outside the local unit and is, therefore, classified as an Enterprise Fund.

This fund can be found in county and city government. It is used to record the revenues and expenditures for the operation of a hospital owned by the local unit. The hospital will use the chart of accounts prescribed by the American Hospital Association. Capital assets and depreciation are recorded within this fund.

The establishment and authorization of this fund is normally accomplished by a vote of the people or a resolution of the legislative body.

Money for the operation of this fund is supplied by a loan or a grant from the General Fund or revenues from services rendered.

The cash and investments of this fund are subject to the requirements of 1943 PA 20, MCL 129.91, and may be included in a pooled cash and investment account.

512--MEDICAL CARE FACILITY FUND

The Medical Care Facility Fund is used to account for funds raised for operating and maintaining a long-term care facility. The fund is usually found in counties and is used to account for the operation of a medical care facility under the authority of the county family independence agency board 1939 PA 280, MCL 400.45.

The cash and investments of the Medical Care Facility Fund are subject to the requirements of 1943 PA 20, MCL 129.91, and may be included in a pooled cash and investment account.

Capital assets and depreciation are recorded within this fund.

All claims (expenses) must be approved by the county family independence agency board.

514--PARKING SYSTEM FUND

The Parking System Fund is used to record the operation of a parking lot. It is a self-supporting fund which does business with individuals and firms outside the local unit departments and is, therefore, classified as an Enterprise Fund.

This fund is usually found in cities and counties. It is used to record the revenues and expenses for the operation of a local unit owned parking lot. Capital assets and depreciation are recorded within this fund.

The establishment and authorization of this operation is accomplished by a resolution of the local unit legislative body or by special vote of the people. If some of the capital assets of this fund are

DESCRIPTIONS FOR FUNDS, ACTIVITIES, AND ACCOUNT NUMBERS

purchased from the sale of revenue bonds, the proceeds and the bond retirement are also accounted for in this fund. If revenue bonds have been sold, the accounting for them is prescribed by the Revenue Bond Act of 1933.

The Parking Meter/System Fund Number 231 (Special Revenue Fund) should be used if the only revenue received is from parking meters.

Money for the operation of this fund is supplied by a loan or advance from the General Fund, proceeds from the sale of revenue bonds (used for the purchase of capital assets) and parking fees.

The cash and investments of the Parking System Fund are subject to the requirements of 1943 PA 20, MCL 129.91, and may be included in a pooled cash and investment unless restricted by bond ordinance or authorizing resolution.

All claims (expenditures) must be approved by the city or village council or the county or township board pursuant to: Cities--1895 PA 215, MCL 87.7, MCL 88.20; Villages--1895 PA 3, MCL 65.7; Townships--Revised Statutes of 1846, MCL 41.75; Counties--1851 PA 156, MCL 46.11(g); 1909 PA 58, MCL 46.71; 1943 PA 182, MCL 46.53; and 1923 PA 301, MCL 46.63.

515--DISPOSAL SYSTEM FUND

This fund is used to record the operations of a sewage disposal system. It is a self-supporting fund which does business with individuals and firms outside the local unit departments and is, therefore, classified as an Enterprise Fund.

The Disposal System Fund can be found in any local unit of government. It is used to record the revenues and expenses for the operation of solid waste or a sanitary waste system. Capital assets and depreciation are recorded within this fund.

The establishment and the authorization of this operation are accomplished by a resolution of the local unit's legislative body. If some of the capital assets of this fund are purchased from the sale of revenue bonds, the proceeds and the bond retirement are accounted for in this fund. If bonds have been sold, the accounting is dictated by the Revenue Bond Act of 1933.

Activity Number 527, Sewage Disposal, in the General Fund, should be used if the disposal system is totally financed by the General Fund.

Money for the operation of this fund is supplied by the sale of revenue bonds for the purchase of capital assets and revenues from charges for services.

The cash and investments of the Disposal System Fund are subject to the requirements of 1943 PA 20, MCL 129.91, and may be included in a pooled cash and investment unless restricted by a bond ordinance or authorizing resolution.

All claims (expenditures) must be approved by the city or village council or the county or township board pursuant to: Cities--1895 PA 215, MCL 87.7, MCL 88.20; Villages--1895 PA 3, MCL 65.7; Townships--Revised Statutes of 1846, MCL 41.75; Counties--1851 PA 156, MCL 46.11(g); 1909 PA 58, MCL 46.71; 1943 PA 182, MCL 46.53; and 1923 PA 301, MCL 46.63.

FUND SUMMARY

Automobile Parking System

The City of Birmingham Automobile Parking System (APS) consists of the following:

	<u>Spaces</u>
Five (5) Parking Structures	3,579
Three (3) Metered Parking Lots	224
Street Meters	1,043

Total 4,846

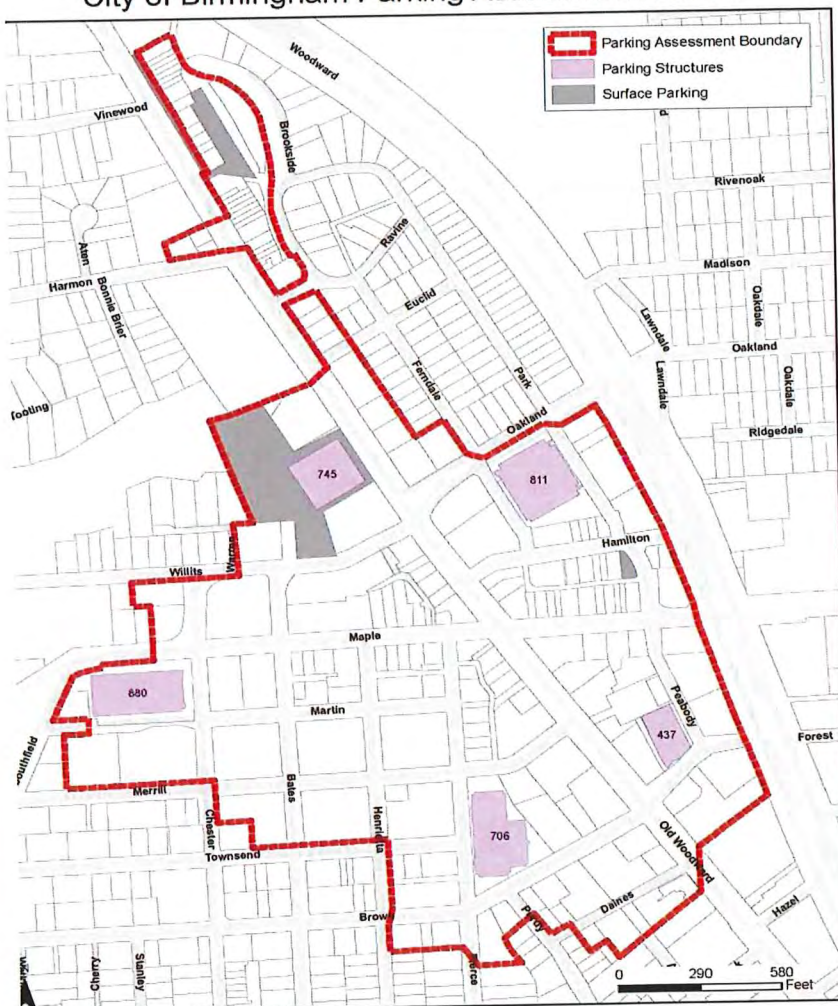
Advisory Board

The City has an Advisory Parking Committee (APC) that consists of (9) members from the public who consider all parking related matters within the City's Parking Assessment District (see attached diagram). The role of the APC is to make recommendations to the City Commission. The police department's operations commander is an ex-officio member of the committee and as of September 2020 is responsible for setting the APC's monthly agendas.

Management

In September of 2020, responsibility and management of the City's (5) parking structures, (3) metered surface lots and all on-street metered parking was transferred to the police department and will be managed by the department's operations commander. Prior to this change, the parking system was horizontally managed with the City's engineering department (parking structure maintenance, street maintenance, lot maintenance), the office of assistant city manager (parking structures) and the police department (metered parking) all assisting in the overall management of the parking system. Moving forward, the City has included funding in the 2021-2022 budget year to employ a full

City of Birmingham Parking Assessment District



3
lot's
Shawn
old
manager
Shawston

time parking manager to oversee the entire parking operation. This will be a phased transition with the new parking manager starting out with the parking structures first, then adding metered parking and concluding with all other associated services such as parking meter maintenance and parking enforcement. The City will also hire a staff assistant to work under the direction of the parking manager.

The (5) City-owned parking structures are operated and managed by Standard Parking Plus (SP+). SP+ is in the second year of a five-year management contract with the City (signed July of 2019). The police department's operations commander is now responsible for overseeing the work of SP+. The management contract with SP+ includes an incentive management fee of "key performance indicators" (KPI's) that are tied to quarterly payments and designed to delineate SP+'s roles and responsibilities more clearly to ensure high quality work is being completed in an efficient manner. This did not occur. Prior to the police department assuming management of the parking system, SP+ was allowed to self-evaluate themselves in their quarterly reports. The police department will now review and approve any KPI's related to SP+'s monthly operator fees. The management agreement with SP+ also states that SP+ is responsible for regular maintenance of parking equipment and parking structure premises. SP+ stated monthly walkthroughs of the structures are ongoing. However, it was determined that no records existed that detailed what was discussed in these walkthroughs or what maintenance items were noted to be corrected. The police department now conducts the walkthroughs with SP+ staff and a logbook was created for each structure for maintenance and repair work that needs to be completed. Finally, as part of the management agreement between the City and SP+, the purchase of a pick-up truck, trailer and power washer were identified in the agreement. From July of 2019 to date, SP+ has not purchased the truck, trailer or power washer. Also, in SP+'s bid proposal, an "amenity bays" program was identified as a possible new service opportunity. In July of 2020, SP+ did send quotes for the amenity bays to the assistant city manager's office, but no action was taken. SP+ has been directed to refresh the quotes and submit them to the City for further consideration. In September of 2020, in consultation with the city manager's office, it was decided that the purchase of the equipment would be further delayed because of the COVID-19 pandemic in order to reduce employee costs while the parking structures were open to the public. SP+ has advised the police department that they plan to purchase the truck, trailer and power washer in the spring of 2021.

In 2020, the police department upgraded all metered parking to the CivicSmart Liberty Next Generation (LNG) units. The LNG meters operate on a 4G platform, a faster operating system and offer superior visibility from the previous generation of parking meters. Installation of all the new LNG parking meters was completed in January of 2021. The new meters are working well, with substantially reduced maintenance issues and superior battery life.

Parking Structure and Meter Usage

During the 2019-2020 fiscal year, there were 764,339 transactions at the City's (5) parking garages and 1,331,549 transactions on the City's parking meters. The monthly average for vehicles using the City's Automobile Parking System (APS) in 2019-2020 fiscal year was 174,657. This represents a 59% decrease in transactions compared to fiscal year 2018-2019. A significant portion of this reduction can be attributed to the City providing free parking in all (5) of the parking structures and all metered parking through June 30, 2020.

APS Revenue

The primary revenue source for the APS Fund are derived from parking fees generated from the City's (5) parking structures, (3) surface lots containing 224 meters and 1,043 on-street meters. The COVID-19 pandemic negatively affected revenues. The City provided local businesses with a number of operational and economic incentives or relief programs to assist business owners and residents impacted by the COVID-19 pandemic. Included in these incentives was free parking in all parking structures starting on April 1, 2020 through March 31, 2021. The City Commission will once again take the issue up on whether to

continue free parking in the structures prior to March 31, 2021. Metered parking was free from April 1, 2020 until June 30, 2020.

Total revenue at the end of fiscal year 2019-2020 totaled \$6.7 million. This figure represents a 22% reduction compared to the 2018-2019 fiscal year. As of December 31, 2020, the APS fund had an unrestricted net balance of \$19.3 million. The APS fund maintains a reserve to support necessary capital improvements throughout the parking system.

Revenue used to support the day-to-day operations of the APS is derived from "Charges for Services," which at June 30, 2020 represented approximately 89% of total revenue in the APS fund. Revenues from the (5) parking decks represented 60% of the total APS revenue for the 2019-2020 fiscal year. Included within this revenue source are monthly permit rates, which are as follows:

Pierce	\$70.00
Peabody	\$70.00
Park	\$70.00
Chester	\$50.00
North Woodward	\$70.00

It was previously reported that the APC was working toward a recommendation to increase the cost of the monthly permits from \$70.00 per month to \$90.00 per month. No action was taken on this topic in 2020. For transient parking customers, the first two hours of parking in the structures are free. After the first two hours, the cost for parking in the structures is \$2.00 per hour, up to the maximum daily rate, which is \$10 per day at all parking structures.

Surface lots, parking meters, valet parking and outdoor dining platform fees represented 29% of the revenue received from "Charges for Services" during the 2019-2020 fiscal year. Current metered parking rates in the Central Business District are \$1.50 per hour. The metered parking in the outlying areas around downtown is \$1.00 per hour.

In August of 2020, the City Commission passed an initiative for monthly pass holders requiring a one-time \$100 payment to retain their status as a monthly permit holder. Monthly permit holders were contacted and advised they had until November 30, 2020 to pay the \$100 fee to retain their permit into 2021. As a result of this program, there are approximately 3,100 people on the waiting list for a parking permit system wide.

APS Expenditures

Total expenses for the APS fund for fiscal year 2019-2020 were \$4,513,632. The majority of APS expenditures during the past fiscal year were for salaries and wages, administrative charges (labor transfers), other contractual services, operational costs, promotional expenses and depreciation. The replacement of vehicle detection sensors for parking meters is projected for the 2022-2023 fiscal year.

Capital Improvements

The (5) municipal parking structures in the APS range in age from 32-55 years of age. The oldest of them is the N. Old Woodward structure (1966) and the most recent is the Chester structure (1989). A full system safety and structural assessment of all (5) parking structures will be completed in the spring of 2021 by Wiss, Janney, Elstner Associates, Inc. (WJE). This full system safety and structural assessment and analysis will be a comprehensive report with recommendation on repairs and rehabilitation needs, in priority order. This report will provide the City with cost estimates and an outline to develop a five-year capital improvement program. It should be noted that WJE also completed an initial basic structural assessment report in the spring of 2020.

that identified several immediate safety and repair recommendations. Emergency repairs were also approved by the City Commission to address a safety issue at the N. Old Woodward structure (falling exterior concrete facades). During the summer of 2020, when demand and usage of the parking structures was reduced due to the COVID-19 pandemic, the major repair project at the N. Old Woodward structure was completed along with all of the minor safety and repair recommendations contained in the WJE report for the remaining (4) structures by DRV Contractors, LLC. The cost of these repairs totaled \$1,290,405.

In the 2019-2020 APS budget summary, “place holder” funds were allocated to the capital improvement budget to address potential problems at both the Pierce Street structure (plumbing and structural concerns) and the N. Old Woodward structure (exterior facade). After analysis in WJE’s first parking structure report, these concerns were addressed and corrected with repairs in the Pierce Street structure and with the major repair project (exterior concrete facades) in the N. Old Woodward structure. These “place holder” figures have been eliminated from the 2021-2022 budget. Accurate funds will be budgeted for each structure beginning with the 2021-2022 fiscal year once the full WJE parking structure assessment report is received and analyzed by the City.

Current Initiatives

Technological advances to improve system integration and wayfinding continue to be examined. Projects identified for parking structure enhancements in the upcoming three fiscal years include LED lighting improvements and signage upgrades to make parking locations more distinct and identifiable. An interactive message board and information kiosk is proposed to be installed near the Pierce Street structure as a pilot project. The kiosk will allow visitors to locate stores in the downtown and include merchant messaging as well. The 2021-2022 budget includes a request for network video recorders and cameras for each parking structure. This proposal provides for camera installations at each entrance, exit and in all parking structure elevators.

Included in the 2019-2020 APS budget summary was a plan to develop a systems integration plan for technology that supports the parking system. The parking structures use a “Skidata” software and hardware system for entrance and egress from the structures and the on-street parking meters are “CivicSmart” products and services. In the fall of 2020, all parking meters were updated with the purchase of 1,150 CivicSmart LNG single space parking meters for \$115,000. The new parking meters operate on a 4G platform (connectivity to the internet/cell service). The older parking meters operated on a 2G platform that was no longer going to be supported in 2021 by the major cell companies. Flextime programming was implemented for all parking meters with a time limit of 2 hours or less so that after 5:00 p.m. time limits are extended to a four-hour limit.

As for the parking structures, an RFP was issued in the fall of 2020 to upgrade the existing payment system consisting of (23) Skidata machines (eleven of the machines are used at the entrances of the structures and twelve machines are used at the exit gates). However, the RFP was cancelled based on the resignation of the assistant city manager (who prepared and issued the RFP), questions concerning parking system overall management options, the hiring of a new city manager and the fact that while outdated and no longer user friendly, the current equipment is operating without issue. When parking in the structures returns to normal and the Skidata equipment is reactivated, the police department will evaluate the effectiveness of this equipment.

As part of the management agreement signed by SP+ in July of 2019, SP+ agreed to implement, brand and customize a mobile parking application that would combine metered and parking structure parking availability for the public to locate parking. The topic was discussed numerous times by the APC. SP+ delivered an application for consideration in the late spring of 2020. However, due to the COVID-19 pandemic and free parking in the structures, testing and promotion of the parking app has not occurred to date. The police department is also researching new alternative payment methods, including Google Pay.

Several improvements to ADA (Americans with Disabilities Act of 1990) parking spaces were completed after a comprehensive review by the police department and the engineering firm of Nowak & Fraus. All ADA parking spaces, including those located at parking meters or in parking structures, were reviewed for ADA compliance. Improvements include space relocations and/or the installation of curb ramps, concrete pads, new signage and accessibility pavement markings. Additionally, all curb ramps within the central business district are under review and those found to be noncompliant will be replaced as part of a five-year project.

City sponsored valet operations were located at two locations, on Hamilton St. at Ferndale and on S. Old Woodward south of Merrill. Both locations shut down because of the COVID-19 pandemic from April 1 to July 6, 2020. Under normal operations, the valet stand on Hamilton parks about half as many cars as the S. Old Woodward location. Annually, each location costs \$39,000 for a total cost of \$78,000. Both valet stands re-opened on July 7, 2020 until November 18, 2020, when all restaurants and bars in Michigan were closed down in response to the COVID-19 pandemic. Moving forward, the City has entered into an agreement with the Daxton Hotel at the corner of S. Old Woodward and Brown to provide a private/public partnership valet operation where both patrons of the hotel and the public will be allowed to use the valet service of the hotel. Funds have been allocated in the 2021-2022 budget for the public valet stand on Hamilton at Ferndale, but this topic will be revisited by the APC once the pandemic environment subsides.

FUNDING

5 STRUCTURES AND
3 LOTS ARE PART OF
AUTOMOBILE
PARKING SYSTEM

- Uniform budgeting and accounting act as guides for all local government
- MUST follow the Michigan Department of Treasury Uniform Chart of Accounts (MCL § 141.421)
- Parking funds are classified as a special revenue fund and are restricted to parking use only, if the sole source of revenue is from parking meters
- Otherwise, a fund should be established which is an enterprise fund. The enterprise fund is what the City currently uses. While not restricted like a special revenue fund, the purpose of the fund is to record the revenues and expenditures of the City's parking system.

Sec. 94-2. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means an owner and the owner's spouse, if any, who files an application for deferral under this chapter.

Cost, when referring to the cost of any public improvement, shall mean the cost of surveys, plans, rights-of-way, spreading of rolls, notices, advertising, financing, construction, legal fees, administrative expense, condemnation and all other costs incidental to the making of such improvement, the special assessments therefor and the financing thereof.

Engineer means the director of the department of engineering and public services.

Homestead means a dwelling owned and occupied as a home by the owner thereof, including all contiguous unoccupied real property owned by the person.

Household means a housing unit consisting of related persons residing in a homestead who are age 18 or older and are not claimed as dependents on the owner's state or federal income tax returns.

Household income means all income received by all members of a household in a tax year, while members of the household. If any household member has become unemployed or has resigned from employment within the six-month period prior to the application date, the household income shall be computed at the rate of pay immediately prior to the termination or resignation from employment with the following exceptions:

- (1) The household member has permanently retired.
- (2) The household member has received a permanent medical leave due to total disability.

Improvement means a public improvement of such a nature as to specially benefit any real property, any part of the cost of which is to be assessed against one or more lots or parcels of land, in proportion to the benefit derived therefrom.

Income means the sum of federal adjusted gross income, as defined in 26 U.S.C. 1, et seq., of the Internal Revenue Code, as amended, plus all income specifically excluded or exempt from the computations of the federal adjusted gross income.

- (1) The term does not include the first \$300.00 of gifts in cash or kind from nongovernmental sources or the first \$300.00 received from awards, prizes, lottery, bingo, or other gambling winnings.
- (2) Income does not include surplus foods, relief in kind supplied by a governmental agency, payments or credits under this chapter, any governmental grant which has to be used by the claimant for rehabilitation of the homestead, amounts deducted from monthly Social Security or Railroad Retirement Benefits for Medicare premiums, or contributions by an employer to life, accident, or health insurance plans.
- (3) Income does not include energy assistance grants and energy assistance tax credits.

Manager means the city manager or his designee.

Net worth means the total value of assets owned less total liabilities. For purposes of this chapter, net worth shall not include the value of the homestead and file value of any one automobile registered in the name of the owner of the homestead.

Owner means a person who holds solely or concurrently with others a fee interest in a parcel of real property, or who is purchasing a parcel of real property under a mortgage or land contract.

Street means a public street, avenue, highway, road, path, boulevard, right-of-way, or alley or other access used for travel by the public.

(Ord. No. 1637, 3-24-97; Ord. No. 1962, 4-21-08)

Sec. 94-3. - Commission authority.

The city commission shall have the power and authority to determine that the whole or any part of the cost of any public improvement shall be defrayed by special assessments upon the property especially benefitted, consistent with the procedures set forth in this chapter.

(Ord. No. 1637, 3-24-97)



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September 21, 2021

Mr. Thomas Markus
City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48012-3001

Re: Special Assessments and Impact Fees for Parking Improvements

Dear Mr. Markus:

You have asked for our advice relating to the ability of the City of Birmingham (the "City") to specially assess properties for parking improvements in the downtown business district, and to discuss the limitations on the timing of the special assessments. You have specifically asked whether the City can specially assess a developer more than 20 years after the initial confirmation of the special assessment roll for a parking facility. You have also asked us to discuss the ability of the City to charge an impact fee on developers whose developments result in an increased demand for public parking.

Based on the analysis below, we are of the opinion that the City's Special Assessment Ordinance limits a deferred parking special assessment to no more than 20 years after the confirmation of the original roll. The purpose of the special assessment is to pay for the public improvements that specially benefit the property and the City should not defer more than the 20-year limit if the funds are not needed to pay for the specific public improvement. Furthermore, there is no authority in Michigan law for the City to impose an impact fee on developers for increased demands on the City's parking system as a result of new development.

Authority to Impose a Special Assessment

Local governments in Michigan are limited in their ability to generate revenues by the Michigan Legislature under state law. There are three types of methods that local units have to generate revenues for public purposes: taxes, special assessments and user charges. A tax is a means of distributing the burden of the cost of general government for the enjoyment of the privileges of living in an organized society, established and safeguarded by the devotion of taxes to public purposes. *Stottlemeyer v GMC*, 399 Mich 605 (1977). Special assessments are a means of distributing the burden of a particular improvement to lands that specially benefit. User charges

and fees are a means of allocating a cost to a user or a beneficiary of a specific service or commodity.

The Home Rule City Act, Act 279, Public Acts of Michigan, 1909, as amended (the “Home Rule City Act”) provides general state law authority for a Michigan home rule city, such as the City, to impose a special assessment. Section 4d(1) of the Home Rule City Act provides that “each city may in its charter provide [f]or assessing and reassessing the costs, or a portion of the costs, of a public improvement to a special assessment district.” MCL 117.4d.

Chapter X of the City’s Charter provides local special assessment authority, stating in Section 1 that “The commission shall have the power to determine that the whole or any part of the expense of any public improvement shall be defrayed by special assessments upon the property specially benefited or which may be specially benefited in the future and shall so declare by resolution.” Chapter X, Section 2 of the Charter provides that special assessment procedures shall be prescribed by ordinance, and Chapter 94 of the City’s Code of Ordinances establishes such procedures.

Court Decisions Defining Valid Special Assessments

A special assessment is a levy upon property within a specified district. Although it resembles a tax, a special assessment is not a tax. *Kadzban v City of Grandville*, 442 Mich 495, 500 (1993); *Knott v City of Flint*, 363 Mich 483, 497 (1961). In contrast to a tax, a special assessment is imposed to defray the costs of specific local improvements, rather than to raise revenue for general governmental purposes. As the Court explained in *Knott*:

“There is a clear distinction between what are termed general taxes and special assessments. The former are burdens imposed generally upon property owners for governmental purposes without regard to any special benefit which will inure to the taxpayer. The latter are sustained upon the theory that the value of the property in the special assessment district is enhanced by the improvement for which the assessment is made.” *Kadzban*, at 499. In other words, a special assessment can be seen as remunerative; it is a specific levy designed to recover the costs of improvements that confer local and peculiar benefits upon property within a defined area.

A finding of “special benefit” is critical to upholding the imposition of a special assessment. An assessment that is not properly imposed may be construed as a tax, which must satisfy different requirements for validity, particularly voter approval, since the Headlee Amendment to the Michigan Constitution became effective in 1978.¹ While a special assessment

¹ The Headlee Amendment amended Article 9, Section 6 of the Michigan Constitution of 1963, and added Sections 25 through 34. Article 9, Section 31 provides, in relevant part, that “[u]nits of Local Government are hereby prohibited from levying any tax not authorized by law or charter when this section is ratified or from increasing the rate of an existing tax above that rate authorized by law or charter when this section is

bears some of the characteristics of a tax, it differs in that a special assessment attaches only to land and may be imposed only to pay the cost of an improvement or service by which the land is specially (as opposed to generally) benefited. In contrast, a broadly imposed tax yields a general benefit to the community with no particular benefit to any person or parcel.

To be valid, a special assessment must be based on a special, as opposed to a general, benefit of the improvements to the assessed lands. If a property that is specially assessed receives no special benefit in addition to the benefit conferred on the community as a whole, then the special assessment is invalid. *Fluckey v. Plymouth*, 358 Mich. 447 (1960); *see also Knott v. City of Flint*, 363 Mich. 483 (1961).

Special Assessments for Off-Street Parking

Michigan courts have upheld special assessments on downtown properties for proposed parking improvements. *Crampton v Royal Oak*, 362 Mich 503 (1961). The City's Special Assessment Ordinance has several sections that relate to off-street parking in Section 94-15 through 94-17 of the City Code.

The City's special assessment provisions on off-street parking were written to allow for a deferred special assessment for parking if a property is additionally benefitted at some time in the future if additional floor area is constructed. This is permitted because the determination of whether property is benefitted by a particular property is not limited to the present use of the property, but to uses to which it may be put. *Crampton*, at 517. However, it is also true that a property may not be specially assessed until after a public hearing has been held on the necessity of the improvement and the apportionment of the assessment among the benefitted lands. *Thomas v Gain*, 35 Mich 155 (1876).

The City Special Assessment Ordinance, states in Section 94-9 that "no construction contract or expenditure, except for the cost of preparing necessary plans, specifications and estimates of cost, for any public improvement to be financed in whole or in part by special assessment shall be made before the confirmation of the special assessment roll for such improvement." (Emphasis added.) This is because of the requirement to provide due process to property owners of the special assessment before the public improvement is made or the special assessment is imposed.

Section 94-16 of the City's Special Assessment Ordinance requires that a deferred off-street parking assessment based on future development must be made at the time of the preparation of the special assessment roll, yet is not due until the property has been developed so as to increase

ratified, without the approval of a majority of the qualified electors of that unit of Local Government voting thereon."

the floor area of the property. Section 94-17 of the City's Special Assessment Ordinance limits an off-street parking assessment to 20 years after the date the original roll was confirmed:

No deferred off-street parking assessment shall be confirmed by the city commission unless such confirmation takes place within 20 years from the date on which the original roll was confirmed. As to any deferred off-street special assessment not confirmed within such 20-year period, it shall no longer be considered a potential assessment against a lot. (Emphasis added.)

The City has historically financed the construction of its parking facilities through the issuance of municipal bonds. Municipal bonds for parking projects are generally repaid over a 20-year period, as that is a standard duration of general obligation municipal bonds. Thus, the presumption is that after 20 years the cost of the parking facility would have been paid for. Since the purpose of a special assessment and the legal basis for imposing a special assessment is to obtain funds to pay for a specific public improvement, and not to generally raise revenue for the municipality, the deferred assessment has to be tied to payment of the public improvement. It must end at some point, and thus the Ordinance provision ties it to the general duration of the municipal bonds to finance the public improvement.

It is interesting to note that Section 94-10 of the City's Special Assessment Ordinance generally limits special assessments for other types of public improvements to 10 years. So the 20 year assessment for deferred off-street parking is twice as long as any other type of special assessment that the City can levy under its existing Ordinance.

Impact Fees

Impact fees are generally described as one-time charges applied to a new development to pay for the cost of new or expanded public services or public improvements required because of the new development that will benefit the development. Impact fees are used in other states to pay the cost of roads, schools, police and fire facilities.

However, there is no authority in Michigan for a local unit of government to charge an impact fee to developers for public improvements or parking facilities.² An impact fee that would be assessed against a property for increasing the demand of public services, such as parking demand in the downtown, does not satisfy the procedural requirements of a special assessment and also does not satisfy the legal requirements relating to user charges and fees.

In 1998, the Michigan Supreme Court struck down a storm water charge imposed by the City of Lansing and determined that it was not a valid user charge but was instead a tax which

² The only type of impact fees that a Michigan local unit of government may charge relate to impact fees that may be charged to owners and operators of a landfill located in the municipality. MCL 324.11532.

Mr. Thomas Markus

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September 21, 2021

would require voter approval. *Bolt v City of Lansing*, 459 Mich 152 (1998). The Court set forth a three-part test for determining whether a user charge is a valid fee rather than a tax: 1) it must serve a regulatory purpose rather than just be revenue generating; 2) it must be proportionate to the necessary costs of the service; and 3) the user must be able to refuse or limit the use of the commodity or service for which the charge is imposed (e.g. voluntariness test).

An impact fee imposed on developers whose developments increase parking demand in the downtown would not satisfy the legal requirements for a valid user charge under *Bolt*. Furthermore, even if the City wanted to characterize the impact fee as a tax, and seek voter approval, there is no legal authority for the City to levy such an impact fee or seek voter approval for an impact fee.

Summary

On the question of whether the City can specially assess a developer more than 20 years after the initial confirmation of the special assessment roll for a parking facility, the answer is No.

On the question of whether the City can charge an impact fee on developers whose developments result in an increased demand for public parking, the answer is No.

We hope that this information is responsive to your request. Let us know if you have any further questions.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Patrick F. McGow

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INFORMATION ONLY

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* * * * *

July 18, 1950

City Plan Commission
City of Birmingham, Michigan

Dear Madam and Sirs:

In an attempt to find a solution to the public parking problem of Birmingham that might meet the major objections raised against the original plan, and one that might obtain the approval of the City Commission and the support of the majority of the citizens, at your request, the Off-Street Parking Committee has re-studied the problem and herewith presents its report. The report is in digest form for your convenience and attending supporting schedules have been eliminated wherever possible. Such schedules have been prepared and are available when needed.

The original parking plan was presented over one year ago. In the interim, costs of procuring public parking facilities have advanced sharply. It is estimated cost of the three sites have increased \$90,366.00, plus the interest carrying charge required on that amount. Of the estimated increase, \$68,508.00 is attributable to land acquisition costs and \$21,878.00 to construction and erection costs. The need for public parking is acute and present plans provide for a need measured a year and one-half ago. Considering it will take three to four years to complete the entire program after public approval, it is reasonable to expect the problem to be critical by that time.

In view of these facts, the Off-Street Parking Committee respectfully, but urgently, requests agreement be reached soon by the City Commission and the Plan Commission on some plan that the two groups feel has a reasonable chance for acceptance and approval by the public.

Respectfully submitted,

/s/ J. J. Hogan Chairman
OFF-STREET PARKING COMMITTEE

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BASIC FACTORS COMMON TO ALL PLANS HEREIN PRESENTED

SITES

Three lots well located and within short walking distance of the business areas they are planned to serve constitute the sites. Lot "A" is a combination street level and part multi-level facility and lots "B" and "F" are street level lots with sufficient capacity to make conversion to multi-level structures possible when needed. The lots originally will have a capacity of 850 cars. The lots are to be landscaped, hard surfaced, lighted, metered and non-attended. Access lanes and parking stalls are designed to permit easy and orderly parking.

Lot "A" - The Northeast corner of Willits and Bates
Capacity 199 parking spaces

Lot "B" - The Southerly end of the block bounded by
Oakland, Ferndale, Hamilton and Park
Capacity 253 parking spaces

Lot "F" - The block bounded by Woodward, Brown,
Pierce and Merrill
Capacity 398 parking spaces

FORECAST OF USE

Use was forecast by eliminating Sundays and Holidays and consideration of low use and peak demand time factors. The Committee feels its forecast of use has been conservatively stated. This is an important factor as it results in a forecast of the major source of revenue upon which any parking plan, other than free parking, must depend. In Schedule "I" the forecast of use is presented by years in relation to normal capacity of the lots.

OPERATING COSTS

Lots will be operated without attendants. Upon completion of all three lots, annual operating costs have been provided as follows:

Sample Used

Expense Requiring Cash Outlay:

Labor collecting

\$ 3,000.00

1 Man

Labor police

7,200.00

2 Men

Repairs, maintenance, insurance,

lighting and snow removal

8,500.00

Estimated

Signs and supplies

500.00

Estimated

Accounting

1,200.00

Estimated

Total Cash Expense

\$18,400.00

Expense Not Requiring Cash Outlay:

Depreciation:

Structures and pavements

\$ 6,709.00

25 Years

Meters

8,775.00

10 Years

Total Non-cash Expense

\$15,484.00

Estimated Annual Operating

Expense

\$33,884.00

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PLAN "A"

ORIGINAL PLAN REVISED FOR INCREASED COST FACTORS

DIGEST OF PRINCIPAL FEATURES

This plan contemplates the use of general obligation bonds, amortized for repayment over a twenty year period. Funds for repayment are to be raised from net operating profit from the lots, using a parking charge of \$.05 for two hours, and a special assessment to be levied against benefited business payable over a ten year period. A Small statutory assessment has been provided as the City share of the assessment.

The original plan included \$43,860.00 of road and curb costs in Lot "E". We are advised the City has made an appropriation for and is presently proceeding with such work. Using this amount as a reduction of the forecast of increased cost of \$90,386.00, and by using \$56,680.00 of capital expenditure for meters recaptured through depreciation charges, and by use of contingency reserves, the Committee feels, despite the increased costs, it should be possible to limit the sale of bonds to \$610,000.00 at $2\frac{1}{2}\%$ interest per annum, as was provided in the original plan.

A summary projection of costs and sources of revenue follows:

	Lot "A"	Lot "B"	Lot "C"	Total
COSTS:				
Land	\$ 83,200.00	\$120,720.00	\$195,470.00	\$399,390.00
Structures	86,595.00	34,040.00	47,098.00	167,733.00
Contingency	16,640.00	24,144.00	39,094.00	79,878.00
Meters				56,680.00
Legal and Court Costs				20,000.00
Bond Interest				148,350.00
Estimated Direct Costs	\$186,435.00	\$178,904.00	\$281,652.00	
Estimated Total Cost				\$872,051.00

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DIRECT COSTS:

Parking spaces
Car space cost

189
\$938.85

253
\$707.15

398
\$707.55

SOURCE OF FUNDS:

Net Meter Revenue
Business Assessment
City at Large
Interest on Special Assessment

\$802,859.00
270,673.00
5,611.00
2,488.00

81.00
30.97
.83
.40

Total Funds to be Provided

\$872,031.00

100.00

PLAN "B"

ASSESSMENT AGAINST BUSINESS ONLY

DIGEST OF PRINCIPAL FEATURES

The basis for this plan is identical with Plan "A" except the \$5,511.00 assessment against the City at Large has been eliminated and added to the Business Assessment. The net result is a tax free plan as regards resident taxpayers, with Business paying all costs in excess of those provided by net operating revenue.

Banda

A summary projection of costs and sources of revenue follows:

	Lot "A"	Lot "B"	Lot "F"	Total
COSTS:				
Land	\$ 83,200.00	\$120,720.00	\$195,470.00	\$399,390.00
Structures	36,595.00	34,040.00	47,098.00	117,733.00
Contingency	16,640.00	24,144.00	39,094.00	79,878.00
Meters				56,680.00
Legal and Court				20,000.00
Bond Interest				148,350.00

Estimated			
Direct Costs	\$186,435.00	\$178,904.00	\$281,662.00

Estimated Total Cost \$872,031.00

DIRECT COSTS:			
Parking spaces	199	253	398
Car space cost	\$936.85	\$707.13	\$707.69

SOURCE OF FUNDS:		%
Net Meter Revenue	\$592,959.00	68.00
Business Assessment	275,584.00	31.60
Interest on Assessment	3,488.00	.40
Total Funds to be Provided	\$872,031.00	100.00

PLAN "C"

REVENUE BOND PLAN

This plan was prepared to develop and reflect costs and other conditions required by financing of the off-street parking lots by use of revenue bonds.

DIGEST OF PRINCIPAL FEATURES:

Entire cost of the three off-street public parking lots would be financed by use of net operating revenue and a special assessment on benefited business, payable in ten years. Revenue bonds in amount of \$525,000.00 would be issued bearing, not to exceed, 4% interest per annum, and redeemable within ten years.

To bring the plan within workable scope, it was necessary to increase net revenue by doubling the parking charge from \$.05 for two hours to \$.05 for one hour and to utilize depreciation charges on structures in amount of \$62,483.00 and on meters in amount of \$55,251.00. The meter depreciation charge used represents the original expenditure for lot meters and an additional \$30,328.00 of depreciation has been left as a charge against operations to serve as a meter replacement fund. Considering the plan will be debt free after ten years and will produce an annual cash income of \$65,322.00 and a net operating income of \$56,547.00 after full depreciation charges, and that the normal life of a meter is ten years, the meter replacement fund of \$30,328.00 appears adequate.

Following is a summary of costs and sources of revenue:

COSTS:	Lot "A"	Lot "B"	Lot "C"	Total
Land	\$ 85,200.00	\$120,720.00	\$195,470.00	\$599,390.00
Structures	86,595.00	34,040.00	47,098.00	167,733.00
Contingency	16,840.00	24,144.00	39,094.00	79,878.00
Water				65,250.00
Legal and Court				20,000.00
Born Interest				134,000.00

Estimated Direct

Costs

\$198,435.00	\$179,904.00	\$382,642.00
--------------	--------------	--------------

Estimated Total Cost

\$856,251.00

DIRECT COSTS:

Parking spaces
Car space cost

199
\$963.85

253
\$707.13

398
\$707.68

SOURCE OF FUNDS:

Net cash water revenue
Special Assessment on Businesses

\$450,714.00
108,557.00

52.64
47.36

Total Funds to be Provided

\$856,251.00

100.00

PLAN "D"

MERCHANTS' PLAN

DIGEST OF PRINCIPAL FEATURES

This plan contemplates the creation of a Parking Authority. Merchants would form an association or corporation to raise funds to finance cost of the sites. The Parking Authority would acquire the sites by condemnation. Operation of the lots would be conducted by the Parking Authority and the lots would be attended.

A minimum parking charge of \$.10 would be made, with \$.05 for each additional hour. Merchants would absorb the parking charge with each \$2.00 of purchases by customers. Parking charges would be used to pay operating expenses and to accumulate funds for erecting multi-level sites or additional sites when needed.

	Lot "A"	Lot "B"	Lot "F"	Total
COSTS:				
Land	\$ 63,200.00	\$120,720.00	\$106,470.00	\$399,390.00
Structures	86,595.00	34,040.00	47,098.00	167,733.00
Contingency	16,640.00	24,144.00	39,034.00	79,818.00
Meters				55,250.00
Legal and Court				20,000.00
Estimated Direct Costs	\$186,435.00	\$178,904.00	\$281,662.00	
Estimated Total Cost				\$722,255.00

SOURCE OF FUNDS:

Contribution by Merchants

\$722,255.00

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Following is a forecast summary of the first ten years' operations:

Parking Revenue

Street Meters	\$280,180.00
Lot "A"	98,514.00
Lot "B"	62,601.00
Lot "P" - Days	136,363.00
Lot "P" - Nights	34,864.00
Total Revenue	<u>\$612,522.00</u>

Expense

Requiring Cash:	
Wages - Attendants	\$ 76,320.00
" - Police	32,400.00
Repairs, maintenance, show removal, insurance and lighting	52,500.00
Signs and supplies	4,100.00
Accounting	12,000.00
Total Cash Expense	<u>\$177,320.00</u>

Not Requiring Cash:

Depreciation:	
Curb meters	\$ 41,730.00
Lot meters	43,848.00
Structures	55,774.00

Total - Non-cash expense \$141,352.00

Total Expense \$318,672.00

Net Income \$295,950.00

PLAN "S"

COMBINATION REVENUE BOND AND SPECIAL ASSESSMENT PLAN

15 YEAR MATURITY

This plan was prepared to develop and reflect costs and other conditions required to finance the off-street parking lots by use of revenue bonds and a special assessment on benefited business. We are advised presently the market is favorable for the sale of revenue bonds for periods of maturity longer than ten years and that an annual interest rate of approximately 3½% could be obtained, if sufficient excess cash reserves were provided.

To meet the required conditions, the plan proposed provides for the following:

- (1) Issue \$650,000.00 of 3½% revenue bonds which would be fully retired by the end of the thirtieth year.
- (2) Parking charges on the lots would be at \$.05 per hour.
- (3) A special assessment would be levied against business in amount of \$300,000.00, spread over ten years.
- (4) To provide cash reserves to make the revenue bond issue attractive, it is proposed to pledge net operating income for a period of seven years after scheduled maturity of the bonds (15 years) making in all, a twenty year period pledge of income. Such pledge would provide \$390,490.00 of excess operating cash over all requirements. In addition, it may be necessary to limit street parking to one-half hour in the congested areas at \$.05 for each half hour, or to increase the charge to \$.10 per hour. If needed, and if done, such action would result in additional cash beyond requirement over the twenty year period of approximately \$570,000.00. Included in operating charges for the twenty year period is \$170,600.00 of depreciation for meters to provide for two complete replacements. The original purchase cost of \$65,000.00 for meters will be paid out of bond proceeds and thus provides \$65,000.00 in excess of meter requirements which may be added to the cash reserve.

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These several matters, when considered together, provide ample means of qualifying for an attractive revenue bond issue.

Following is a summary of costs and sources of revenue:

	Lot "A"	Lot "B"	Lot "C"	Total
COSTS:				
Land	\$ 83,200.00	\$120,720.00	\$195,470.00	\$399,390.00
Structures	86,595.00	34,040.00	47,098.00	167,733.00
Contingency	16,640.00	24,144.00	32,094.00	79,878.00
Meters				65,000.00
Legal and Court				20,000.00
Bond Interest				141,572.00

Estimated

Direct Costs \$186,435.00 \$178,904.00 \$391,602.00

Estimated Total Cost

\$873,172.00

DIRECT COSTS:

Parking spaces	199	258	398
Car space cost	\$936.85	\$707.13	\$707.69

SOURCE OF FUNDS:

Hot meter revenue - 20 years	\$ 963,630.00	75.20
Business assessment	300,000.00	23.74
Total Funds Provided	\$1,263,630.00	100.00

Cost of Facility 873,172.00

Excess Cash Provided \$ 390,458.00

Ratio of total funds provided to bond debt requirement 194.41%

Ratio of excess cash provided to bond debt requirement 60.00%

INFORMATION ONLY

PLAN "F"

REVENUE BOND PLAN - 20 YEAR MATURITY

Plan "F" provides for financing the off-street parking lots by issuance of revenue bonds redeemable within twenty years. To make the plan operative, lot parking rates would have to be \$.05 for one hour and substantial cash reserves would have to be provided.

Following is a summary of the principal requirements of the

Plans:

- (1) Issue \$700,000.00 of 3 $\frac{1}{2}$ % revenue bonds maturing over a twenty year period.
- (2) Parking charges on the lots would be at \$.05 per hour.
- (3) To provide cash reserves in excess of cost required to make the revenue bond issue attractive marketwise, it will be necessary to increase curb parking revenue by increasing the rate from \$.05 to \$.10 per hour, or by limiting curb parking to one-half hour for \$.05. Over a twenty year period either method would produce an ample excess cash reserve, estimated to be approximately \$570,000.00.
- (4) No assessment would be levied on business. Entire cost of the facility would be paid by persons parking on the streets or on the lots.

Following is a summary of costs:

COSTS:	Lot "A"	Lot "B"	Lot "P"	Total
Land	\$ 83,200.00	\$120,720.00	\$135,470.00	\$ 339,390.00
Structures	86,595.00	34,040.00	47,098.00	167,733.00
Contingency	15,640.00	24,144.00	39,094.00	79,878.00
Meters				65,000.00
Legal and Court				20,000.00
Bond Interest				275,627.00
Estimated Direct Costs	<u>\$186,435.00</u>	<u>\$178,904.00</u>	<u>\$281,662.00</u>	
Estimated Total Cost				<u>\$1,007,628.00</u>

DIRECT COSTS:

Parking spaces	199	253	398
Car space cost	\$936.85	\$707.13	\$707.69

SOURCE OF FUNDS:

Net meter revenues - 20 years	\$ 966,662.00	96.64
Use of Meter Depreciation Fund	<u>43,966.00</u>	<u>4.36</u>
Funds Provided For Cost	\$1,007,628.00	100.00

Estimated increase from curb meters
for cash reserve

570,000.00

Total Funds Provided

\$1,577,628.00

Ratio of total funds provided to
bond debt requirement

225.37%

Ratio of excess cash provided to
bond debt requirement

81.43%

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COMMENT ON SPECIFIC ASPECTS OF THE PARKING PROBLEM

FUNDAMENTAL CONCEPTS

The Committee was guided by and feels any serious consideration of the public parking problem must consider acceptance of certain fundamental bases.

- (1) By time of completion of the three lots, which is expected to take three to four years, there will exist a need for at least 850 off-street parking spaces.
- (2) The problem is essentially the responsibility of the merchants. Individual action by merchants is impractical of accomplishment and would result in uneconomic use of an already limited amount of land available for sound business use. The merchants should pay the major part of the cost of the parking facilities, but there is a practical ceiling to the amount they have the capacity to pay within the statutory ten year period of a Special Assessment.
- (3) A definite financial benefit will accrue to the general taxpayers. Business properties will become more valuable and will be taxed accordingly and residential realty values will tend to remain firm because the business of the Community will be healthy and profitable.
- (4) Parking fees should be paid by shoppers from other communities who use Birmingham facilities.
- (5) Parking fees should be set as low as possible, consistent with the cost of acquiring and maintaining the lots.
- (6) Dislocation of residents and business should be kept to the lowest possible minimum.
- (7) After completion of the original installation, new business enterprises should either incorporate adequate provision for parking in their plans or be assessed fully for the need if provided by the City.

REVENUE BONDS VS. GENERAL OBLIGATION BONDS

To have a ready favorable market for sale of revenue bonds, investors require conditions much more stringent than are required for general obligation bonds. This is so because there is no underlying security in the form of other assets or sources of funds for bond repayment, other than the net cash from parking fees, after all operating expenses have been paid. Normally, revenue bond issues require maturity in shorter periods of time and carry a higher rate of interest than general obligation bonds.

In an attempt to meet such conditions and have the revenue bonds readily salable, the Committee designed the Plan for a ten year period using interest at 4% per annum as a maximum charge. Because the net revenue from parking fees would produce only \$450,714.00, representing 52.64% of the total cost, to have a revenue bond plan, it was necessary to supplement that income with a special assessment against benefited business in the amount of \$405,537.00. In addition, it was necessary to double parking rates from \$.05 for two hours to \$.03 for each hour. A maximum annual interest rate of 2 $\frac{1}{2}$ % was provided in the General Obligation Bond Plan.

Because the parking cost to the users would be doubled and the assessment against business would approximately double their present City taxes, the Committee feels use of general obligation bonds is more desirable and safer than revenue bonds.

DISLOCATION OF PROPERTY OWNERS

Any parking plan, if it is to be effective and economically sound cannot be founded upon parking sites scattered at random throughout

the City. Selected sites having generally accepted basic characteristics must be used. In selecting the sites some dislocations are unavoidable.

Public protest has been recorded to the selection of the Brown Street site by some residents of that area. The Committee wishes to point out that all of the area contemplated for use in that site is at present and for some time has been zoned for business and not residential purposes. As residential property, the area has long since reached its peak of desirability. It is inevitable that time and progress will result in the elimination of residential homesites in the area.

Some of the property is held for investment by non-tenant owners. The real undisclosed loss is not only the loss of present living quarters to some fourteen families, but the loss of expected future profits when the land can be sold to purchasers for business use.

The Committee, like everyone else, regrets the need for dislocation of the fourteen families, but feels any alternative desirable site would cause more dislocation. It also feels condemnation proceedings will result in the property owners of that area being paid adequately for their property on a basis of the fair value of the property at time of condemnation.

MUNICIPAL PARK

In its original consideration of sites, the Committee considered the Municipal Park both as a street level and underground site. The Park is not located within accepted desirable walking distance of all business it would have to serve. It would have a street level car capacity of approximately 170 cars, which was considered too low. A multi-level development would carry the same deficiency, as regard

*sites
obtained
by
condemnation*

capacity in relation to car space cost. As an underground site, preparation of the facility would result in a reduced capacity and an exorbitant cost per car space unless operated by attendants. Operation by attendants would create the need to increase the parking fee to be charged beyond what the Committee felt would be reasonable and acceptable to the citizens of Birmingham.

Lastly, the Committee was opposed to eliminating the Park from an esthetic viewpoint and this feeling was vigorously expressed by numerous citizens who were requested to comment on the matter.

BIRMINGHAM OFF-STREET PARKING

Schedule 1

FORECAST OF LOT USE

<u>Lot</u>	<u>Y</u>		<u>E</u>		<u>A</u>		<u>R</u>	<u>S</u>
	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th to 8th</u>	<u>8th to 20th</u>
"A"	25%	30%	35%	40%	45%	50%		55%
"B"	15	20	25	30	35	35		35
"F" - Days	20	25	30	35	40	40		40
"F" - Nights	20	20	20	20	20	20		20

Streets

Based upon actual revenue Year ended
June 30, 1948, using 60% of revenue
from new rates.

C

O

P

Y

10-9-50 - mp

INFORMATION ONLY

Section 1. It is hereby determined and declared to be necessary for the public benefit and welfare of the City of Birmingham, for the purpose of effectuating traffic control and public safety, to acquire, construct and improve the new municipal parking lot (designated Municipal Parking Lot No. 1), as described in the preamble hereto, as a supplement to the controlled and regulated street parking now in effect in said City by means of parking meters heretofore lawfully established for that purpose.

Section 2. From and after the effective date of this Ordinance, all street parking facilities where parking fees or charges are collected through parking meters or other methods, the new municipal parking lot herein authorized to be acquired, and any other off-street parking facilities hereinbefore or hereinafter acquired for the use of which facilities fees or charges are made, shall be maintained and operated by the City as one separate municipal system to be known as the City of Birmingham Automobile Parking System and shall include all parking meters, buildings, facilities, equipment, or accessories used or useful in connection therewith, either acquired under the provisions of this Ordinance, or subsequently acquired for said System.

Section 3. The estimated cost of acquiring and constructing said Municipal Parking Lot No. 1 described in the preamble hereto, including contingencies, legal and financial expenses, which estimate has been prepared by L. R. Gare, City Engineer, and is in the amount of Two Hundred Eighty-nine Thousand Nine Hundred Forty-five (\$289,945.00) Dollars, is hereby approved and the City Commission does hereby estimate the period of usefulness of said public improvement to be at least twenty-five (25) years.

Section 4. To pay part of the cost of acquiring the said additional parking facilities and to pay financial, legal and other expenses and contingencies incident thereto, it is hereby determined that there be borrowed upon the credit of the income and revenues of the City of Birmingham Automobile Parking System the sum of Two Hundred Sixty Thousand (\$260,000.00) Dollars and that, in evidence thereof, there be issued the negotiable revenue bonds of the City in the principal amount of \$260,000.00 under and in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended. The balance of the cost shall be paid from funds on hand and available for such purpose derived from parking meter revenues heretofore collected.

Wherever the words "the System" are used in this Ordinance, they shall be understood to mean the complete City of Birmingham Automobile Parking System, as defined in Section 2 of this Ordinance.

Wherever the words "revenues" or "net revenues" are used in this Ordinance, they shall be understood to have the meaning as defined in Section 3 of Act 94, Public Acts of Michigan, 1933, as amended.

Wherever the word "project" is used in this Ordinance it shall be understood to mean the additional parking facilities authorized to be acquired under the provisions of this Ordinance and referred to in the preamble hereto.

Section 5. Said bonds shall be designated CITY OF BIRMINGHAM AUTOMOBILE PARKING SYSTEM REVENUE BONDS, SERIES I, and shall be not general obligations of the City of Birmingham but revenue bonds, payable out of the net revenues of the System, after provision has been made for payment of expenses of operation and maintenance and shall consist of 260 bonds of the denomination of \$1,000.00 each, numbered in direct order of maturity from 1 to 260, inclusive, dated as of February 1, 1955, and payable serially as follows:

A parcel of land comprised of lots 3 to 18, inclusive, or portions thereof, of Assessor's Plat No. 25, being a replat of Taber Addition and lots 1, 2 and 3 Brown's Addition and Plat of part of the N. E. 1/4 of Section 36, T 2 N, R 10 E, City of Birmingham, Oakland County, Michigan, as recorded in Liber 54A of Plats, Page 73, Oakland County Register's Office, lying within the following described line.

Beginning at the northwest corner of lot #5 of said Assessor's Plat No. 25, said point being the intersection of the south line of Merrill Street and the east line of Pierce Street;

thence S 1° 52' 25" E along the east line of Pierce Street, said line also being the west line of lots 5 - 7, inclusive, and 10 - 14 inclusive, a distance of 455.20 feet;

thence N 61° 38' 00" E along the north line of Brown Street, said line also being the south line of lots 14 - 18, inclusive, a distance of 326.42 feet to a point 10.00 feet distant and southwesterly from the southeast corner of lot #18;

thence N 36° 13' 40" W a distance of 238.92 feet to a point in the north line of lot #7, said point lying 9.14 feet distant, as measured westerly along said line, from the northeast corner of lot #7;

thence N 23° 40' 30" W a distance of 122.02 feet to a point in the south line of Merrill Street, said point lying 9.78 feet distant, as measured westerly along said line, from the northeast corner of lot #4;

thence S 87° 38' 15" W along the south line of Merrill Street, said line also being the north line of lots 4 and 5, a distance of 112.00 feet to the point of beginning which area is in close proximity to the business district of the City of Birmingham;

which lot when properly improved by cleaning the site, providing drainage, paving and driveway entrances, walks, fencing and parking meters, will have a capacity for parking approximately two hundred twenty-three (223) vehicles. Said new off-street parking lot shall be designated "Municipal Parking Lot No. 1" and hereinafter sometimes is referred to in this Ordinance by that name;

AND WHEREAS, the total cost of acquiring and constructing said Municipal Parking Lot No. 1, including contingencies, legal and financing expenses, as determined by L. R. Gare, City Engineer, is Two Hundred Eighty-nine Thousand Nine Hundred Forty-five (\$289,945.00) Dollars;

AND WHEREAS, the parking fees, charges and income derived from existing metered parking spaces in said City have not been hypothecated or pledged for any purpose;

AND WHEREAS, the parking fees and income to be derived from said Municipal Parking Lot No. 1 to be acquired and constructed has not been hypothecated or pledged for any purpose;

AND WHEREAS, all things necessary to the authorization and issuance of self-liquidating revenue bonds under the Constitution and laws of the State of Michigan, and particularly Act 94, Public Acts of Michigan, 1933, as amended, have been done and the City Commission is now empowered and desires to authorize the issuance of said bonds.

THE CITY OF BIRMINGHAM ORDAINS:

BIRMINGHAM CITY COMMISSION PROCEEDINGS
May 26, 1965

Minutes of a special meeting of the Birmingham City Commission held Wednesday, May 26, 1965, at 8:00 p.m. in the Birmingham Community House.

Mayor Page welcomed those in the audience, thanking them for their interest in attending, and introduced Mayor Potter of Royal Oak.

Present: - Mayor Page
 Commissioners Breck, Burgum, Clippert,
 McNamee

Absent: - Commissioners Ingraham and Roberts (arrived
 at 8:10 p.m.)

-633 $\frac{1}{2}$ -65-

Mayor Page stated the purpose of the meeting was to discuss with the property owners various methods whereby a parking structure might be financed by the Auto Parking System, to provide more adequate parking for people who shop and work in Birmingham. Two basic methods for providing the funds would be discussed, the first being an assessment against benefited property and the other an increase in parking rates.

Mr. Kenning, City Manager, reviewed the background of the proposed structure on Lot #5, as contained in a letter sent to all Central Business District property owners. Following are excerpts from the letter:

"PROPOSED PARKING STRUCTURE

"On March 8, 1965, the City Commission authorized the firm of O'Dell, Hewlett and Luckenbach to prepare plans for the construction of a parking structure on Parking Lot #5. There would be space provided for approximately 566 cars in the new structure. This would result in a net gain to the parking system of approximately 370 spaces. There would remain surface parking in the lot for approximately 200 cars.

"Entrance to the lot would be from the north end of Bates and off of Woodward. The lot would be attendant operated and would provide for validated parking. Initially, parking on the lot and the first deck of the structure would be for short term users; the upper decks would be for leased parking.

"The structure would be owned and operated by the Auto Parking System and would cost a total of approximately \$1,174,800.

"AUTO PARKING SYSTEM

"The Auto Parking System was established by Ordinance No. 465 in 1954 to provide for off-street parking facilities in the City of Birmingham. The ordinance authorized the issuance of revenue bonds to pay the cost of the facilities. All monies collected from street meters and parking lots are pledged to pay off the bonds. Formerly, street meter

collections went into the General Fund of the City. General funds are not appropriated for parking facilities except for City of Birmingham properties within a parking district which are assessed for their share under the special assessment formula.

"The following facts pertain to the financial condition of the system on June 1, 1965.

"A. Approximate net outstanding debt	\$547,000
"B. Existing annual bond principal and interest obligations	66,000
"C. Annual net income	107,000
"D. Improvement reserves	40,000

"In addition to the above assets, there would be a return to the fund of approximately \$60,000 at the time the special assessment district for the parking lot bounded by Bates, Merrill, Henrietta and Townsend (Parking Lot #7) is confirmed and completed. More than offsetting this return, is the possible expense for the expansion of surface parking on the lot located between Ferndale and Park north of Hamilton (Lot #2) which, based on the present assessment formula for surface parking lots, would obligate the system to a payment of approximately \$180,000.

"At the present time the City provides parking spaces for approximately 1,225 cars within municipally operated lots and 533 cars on metered street parking spaces. There has been a growth of 1,000 additional car spaces during the last 10 years on an average of 100 cars per year."

Commissioner Roberts arrived during the discussion at 8:10 p.m.

In addition, Mr. Kenning stated the Commission had considered private financing during prior discussion, but had determined that method would not be feasible for Birmingham. A private operation would provide less control, there would be legal involvements and fees would have to be sufficient to cover tax costs. Because of these and other facts, the Commission had felt it would be more equitable for the City to finance through public funds rather than by private development. Consultants were engaged to advise the Commission, and this meeting was the result of their findings and recommendations.

Using the demonstration board and artists drawings, Mr. Harris, of O'Dell, Hewlett and Luckenbach, indicated the location and appearance of the proposed parking structure. The building would be of brick and pre-cast concrete, 192 ft. x 206 ft., five stories in height, designed for future expansion, of ramp deck type and open on four sides, giving natural light and air. There would be three stairways and two elevators, but the location of existing entrances and exits to the lot would not be appreciably changed. Mr. Harris estimated the cost to be approximately \$979,000 for this particular phase, other costs to be in addition.

Mr. Hagstrom, City Assessor, discussed the formula to be used if the structure is financed through special assessment. He pointed out the provision in the law giving municipalities the authority to do so, providing only the benefited property is assessed. It was recalled the formula established during creation of Parking Lot #1, using the basis of a 600 ft. radius, had been used for all succeeding lots, but that it is proposed to include the entire Central Business District for the parking structure, making the distance factor range from 1-10. Merchandising factors range from 5-50 and building use factors range from 0-5; these being merely refinements to be used in producing equity in the formula. Mr. Hagstrom further stated the merchandising factors and building use factors have high range value but apply against 10% of the total assessment and the major factor is land area times distance and land frontage times distance.

Mr. Purkiss, Director of Finance, spoke with reference to possible methods of financing the proposed structure. He pointed out the favorable financial condition of the existing parking lot system, due mainly to the development of downtown Birmingham, making it possible to consider such a project at this time. He estimated the cost of the structure to be approximately \$1,175,000.

Mr. Purkiss submitted a detailed comparison of possible financing at present rates with a 40% assessment to benefited property on a five-payment basis, and increased rates without assessment to benefited property, as follows:

TABLE I
COMPARISON OF POSSIBLE FINANCING
AT PRESENT RATES OR AT INCREASED RATES

*Changed to 10%
later that summer* *FE*

		Present Rates 40% Assessment 5 Payments	Increased Rates No Assessment
1st Program	Existing Debt	547,000	547,000
	Cost of 1st Structure	1,174,800	1,174,800
	Less: Assmts. Received	94,000	---
	Total Debt	1,627,800	1,721,800
	ANNUAL INCOME REQUIRED	130,000	198,000
	Annual Surplus (Incl. Above)	23,053	84,878
	Debt at End of 1st 5 years	1,422,241	1,504,359
	Cast at End of 1st 5 years:		
	Surplus & Interest Accrued	124,486	458,305
	From SAD & Interest Accrued	451,200	---
	NET DEBT	846,555	1,046,054
2nd Program	Cost of 2nd Structure	1,174,800	1,174,800
	Less: Assmts. Received	94,000	---
	Total Debt	1,927,355	2,220,854
	ANNUAL INCOME REQUIRED	160,000	243,000
	Annual Surplus. (Incl. above)	33,373	97,090

		Present Rates 40% Assessment 5 Payments	Increased Rates No Assessment
2nd Program (cont.)	Debt at End of 2nd 5 years	1,683,973	1,940,388
	Cash at End of 2nd 5 years:		
	Surplus & Interest Accrued	180,214	524,286
	From SAD & Interest Accrued	451,200	---
	NET DEBT	1,052,559	1,416,102
3rd Program	Cost of 3rd Structure	1,174,800	1,174,800
	Less: Assmts. Received	94,000	---
	Total Debt	2,133,359	2,590,902
	ANNUAL INCOME REQUIRED	170,834	255,333
	Annual Surplus (Incl. above)	30,673	85,111
	Debt at End of 3rd 5 years	1,863,959	2,263,721
	Cash at End of 3rd 5 years:		
	Surplus & Interest Accrued	165,634	459,599
	From SAD & Interest Accrued	451,200	---
	NET DEBT	1,247,125	1,804,122

TABLE II

RATES AND INCOME

		PRESENT RATES 40% S.A.D.	INCREASED RATES NO. S.A.D.
SOURCE	Rate	Annual Income	Rate Annual Income
<u>Existing</u>			
30 Minute Meters	5¢ 1/2 Hour	4,300	5¢ 1/2 Hour 4,300
1 Hour Meters	5¢ Hour	36,400	5¢ 1/2 Hour 56,400
2 Hour Meters	5¢ Hour	34,000	5¢ 1/2 Hour 52,000
4 Hour Meters	5¢ Hour	12,000	5¢ Hour 12,000
12 Hour Meters	2 1/2 ¢ Hour	27,000	5¢ Hour 49,000
Sub-total		113,700	173,700
Lot #5:			
Lessees	\$7.50 Month	12,100	\$12.00 Month 19,300
Transients:	5¢ 1/2 Hour)		15¢ 1st Hour)
		32,980	10¢ Add'l
			Hour) 44,980
	50¢ Maximum)		75¢ Maximum)
Sub-total		45,080	64,280
Gross Sub-total		158,780	237,980
<u>Additional</u>			
Additional facilities Lot #5		30,000	50,000
TOTAL GROSS		188,780	287,980*
Operating Expense		58,780	58,780
NET INCOME		130,000	229,200
Required Income		130,000	198,000
*Total if all suggested sources of additional income are included.			

Mr. Purkiss noted further that for the past ten years the City has provided an average of 100 additional spaces per year. All present indications are that we would, for some time in the future, continue to require approximately this rate of increase. Therefore, it is imperative that financing be set up to provide for continued development. Attention was also called to the fact that it would be possible to provide a compromise between the two suggested programs whereby rates on all-day parking would be increased as proposed without affecting the short-term parking and a 20% assessment rather than a 40% assessment.

At this time, Mr. Hagstrom, City Assessor, indicated typical assessments on the demonstration board. He pointed out the six existing districts wherein some property owners have benefited in several instances, due to their location, and indicated the new district will relieve congestion in all other lots, involving the entire Central Business District.

Mayor Page welcomed former Mayor Charles W. Renfrew, who had been invited to attend the meeting because of his vast experience in the field of finance and background regarding the existing parking system in Birmingham.

Mayor Page announced the meeting was open to the public for discussion at this point. Consensus of opinion in the audience appeared to be a recognition of the importance of providing adequate and convenient parking. Opinions were divided as to how this might be achieved.

Mr. Glenn Emery inquired whether churches would be required to pay a full assessment. Mr. Hagstrom advised they would be assessed 1/3 of the normal amount. Mr. Emery spoke of the formula as related to Shain Park and was advised the benefit of any special assessment is to the land.

Mr. John Moss inquired regarding future structures on existing lots and was advised Lots #1 and #2 are considered to be most practical at this time; however, present figures do not include Parking Lot #7. Mr. Moss favored additional parking but suggested the advisability of making a re-evaluation of present needs, paying particular attention to use of lots during peak periods. He also indicated the hope a plan might be worked out to lower the special assessment rate.

Mr. Herb Ring inquired with reference to Lot #6 and was advised it is not within the boundaries of the Central Business District and therefore not assessed at the same rate. He was advised further the Municipal Building and Shain Park are included in the proposed district. Mr. Ring was of the opinion that the long-term parker should pay an increased rate, if the City should determine to finance the structure through rate increases.

Mr. Donald Cummings recognized the need for additional parking but suggested the parking system share a larger portion of the cost. He was not opposed to business property being assessed for surface lots, but was of the opinion the

parking system should pay for any structure. He suggested the entire community is in partnership with the business community and felt general obligation bonds might be the answer.

Mayor Page assured the audience of the Commission's concern with the size of many of the assessments, but pointed out that Birmingham is in competition with shopping centers where there is no charge for parking and it is imperative to supply attractive and convenient access to the shops.

Mr. Paul Kurth inquired as to the manner Ann Arbor financed its structure parking and was advised by Mr. Purkiss it was partly on a revenue basis and the balance by the University.

Mr. Renfrew stated he was in accord with surface lots being financed through a special assessment procedure but was in favor of the Parking System bearing the total cost of any structures on those lots.

Mr. Chudick inquired concerning all-day parking, commenting that many persons leave their car to take the bus in to Detroit. He was informed that the number of all-day parking spaces would be reduced in some of the surface lots, upon construction of the structure on Lot #5.

Mr. Manley Bailey favored increased parking facilities but was of the opinion assessments should be reduced for the property owner, if possible. He favored increased rates.

Mr. Jack Maynard favored following the established procedure in creating surface lots, but felt the parking system should bear the expense of any structures through revenue.

Commissioner Roberts spoke of the urgent necessity of providing a good place to shop and park and was of the opinion the Parking System should carry the basic load or expense.

Mr. Wilbur Mason, speaking for Jacobson's, indicated a desire to keep parking rates as low as possible, favoring a special assessment procedure in financing the structure. He commented on the large volume of parking validations authorized by Jacobson's during the period of a year, and stated it was their opinion the average shopper does not wish to be concerned with having to return to her car to deposit money in the parking meter.

Mr. Ray Peck suggested the entire community share the expense. Mr. Hagstrom explained it would be impossible due to the difference in the manner in which private and personal property are assessed; private property being assessed on both the value of the house and land and personal property being valued by land use only.

Mr. Hagstrom pointed out the fact that it is more costly to the business which is required to provide its own parking than to the one in the Central Business District, where the cost is shared with others.

*

~~In reply to a question from Commissioner Breck, Mr. Hagstrom advised that city-owned property located within the assessment district is assessed - that the Municipal Building and Shain Park have been assessed previously and are included in the present district.~~

Mr. Butler, speaking for Demery's, favored increased parking rates, opposing special assessment at this time.

Mr. Walker of Grinnell's was opposed to increased rates.

Mr. Smith, representing the Birmingham Chamber of Commerce, spoke of the excellent business Birmingham shopkeepers have enjoyed during the past year, with a 30% increase over 1964, and urged the Commission to make every effort to continue to provide sufficient parking.

Mayor Page thanked everyone attending the meeting for their interest and comments.

Moved by Commissioner Burgum that the meeting adjourn.

Meeting declared adjourned at 10:15 p.m.

Beth Cole
Deputy Clerk.

In reply to a question from Commissioner Breck, Mr. Hagstrom advised that City-owned property (the Municipal Building, Shain Park and the Library) is included in the proposed assessment district for Lot #7, but that Shain Park has not been assessed for any other parking lot.
Res. #713-65 June 14, 1965

June 28 1965

14149

N. ed Woodman

The added inclusion in the contract, as read, was accepted by Commissioner Clippert as being in accord with his recommendation and #794-65 was corrected in accordance with Commissioner Clippert's request.

Resolution #759-65, paragraph 8, was corrected as follows: By deletion of the sentence "She noted that lots on Hunter west of Ridgedale are now zoned for business and that the property north and east is zoned residential" and insertion of the sentence "She noted that Ridgedale at Hunter is already zoned business".

The minutes were approved as circulated and corrected.

- 797-65 -

Moved by Commissioner Burgum,
Seconded by Commissioner Breck, that vouchers #6238 through #6295, in the total amount of \$82,288.54, having been approved by the Director of Finance, be approved for payment.

Yeas: - 7

Nays: - 0

- 798-65 -

Public hearing held for the purpose of considering any objections to the construction of certain improvements described herein and to the creation of a special assessment district to defray the cost of construction of an improvement to be hereafter known as

** 1st Assessment Applied to all of CBD For Structure. Prior assessments were proportional to surface lots*

PARKING STRUCTURE - MUNICIPAL PARKING LOT NO. FIVE

consisting of the construction of a parking structure on Parking Lot No. Five, adjacent to Woodward Avenue and providing space for approximately 566 cars.

The City's presentation included a brief introduction of the project by Mayor Page and an administrative presentation in five parts.

1. Mr. Kenning, City Manager, reviewed the history of parking facilities which have been constructed in Birmingham since 1955 and noted that the project had been set up on the same formula as had been used for construction of the several surface lots - 40% assessed against benefited property and 60% to be paid by the Parking System.
2. Presentation of architectural plans by Mr. George Harris, representing O'Dell, Hewlett & Luckenbach.
3. Presentation of the assessment formula by Mr. Hagstrom, City Assessor.
4. Presentation of alternate methods of financing by Mr. Purkiss, Director of Finance.

- II -

6-28-65

INFORMATION ONLY

5. Presentation of typical assessments under the proposed 40-60% division by Mr. Hagstrom, the Assessor.

The discussion following the administrative presentation developed some conclusions: There do not appear to be any objection to the proposed structure from persons in the audience (A communication from John P. Morgan advising he had resigned from the Civic Design Committee due to basic differences of opinion concerning parking structures and stating his personal belief that underground parking would be more desirable, was not made a part of this hearing). Several persons in the audience representing business interests spoke in opposition to paying additional assessments for the structure. They spoke of the original plan under which city parking lots have been constructed, which had led them to believe that after the initial surface lots were paid for, additional improvements would be financed by the Automobile Parking System. It was confirmed that the City had become involved in the off-street parking program because of its power to condemn and assemble the land and to provide a program for financing. Several persons spoke of parking facilities they have provided on property which is within the proposed assessment district and in some cases it appeared that the proposed parking structure might benefit competitors of the business that had provided parking space. They were reminded that once the property has paid its assessment for public property, the property is relieved of an obligation to provide off-street parking and can develop fully all of the land within the assessment district.

There was no disagreement indicated with the conclusion based on several surveys that there is need of additional parking facilities. There were differences of opinion concerning the financing procedures ranging from financing by charging the entire operation against the General Tax Roll - to continuing the present 40/60% assessment formula which has been used in construction of other lots. There were also suggestions that the project be financed entirely through revenue and suggestions that the financing be a combination of assessment and increased parking meter rates. There were references to the need for meeting the competition of business or shopping centers around the perimeter of Birmingham and to combining an assessment of less than 40% with an increase in all-day parking rates and an increase in lease rates.

Communication received from Merihill, Incorporated opposing the proposed assessment.

Harry D. Wise, Jr. read and left with the Clerk an objection from Saylor Investment Company, 277 Pierce Street, and Bernard F. Powell, representing Powell Management, Inc., 239 Briggs Building, spoke specifically concerning the parking facility he furnishes on the Briggs Building property. He stated he would oppose the proposed parking structure assessments.

Questions were raised concerning the location, however, it was stated the Commission had given careful consideration to the question of location and that the chosen site appeared most feasible at this time.

Mr. Phillip Hall presented suggestions for increasing lease rates and certain parking meter rates and his projection of estimated revenue, which indicated the structure could be financed under that procedure. Other property owners who participated in the discussion included Ralph Manuel, Dan Foley, Knowles Smith, Paul Kurth, Frederic Pew, Elliott Kinney, and Robert Watt.

Mr. Knowles Smith, Executive Director of the Birmingham-Bloomfield Chamber of Commerce, stated the Chamber is gathering information from other communities concerning the effect an increase in parking meter fees has had in communities that have increased fees. Mr. Smith also reported orally concerning a survey taken among business people in the downtown area concerning their preference for a parking structure financed by special assessment, increase in meter fees, or a combination of assessment and meter increase. His report indicated a difference of opinion concerning the formula but in general merchants opposed additional assessments.

It was recognized that some land owners have leased property under conditions that make it impossible to increase rents to meet the additional assessments.

Mr. Kenning stated it had been believed that if the structure is used by long-term, or all-day parkers, the other parking areas will be available to shoppers, with corresponding benefit to business people within the district.

Mr. Hagstrom directed attention to the Parking Authority's responsibility, having released property which had paid an assessment for public parking, to continue to meet the demand for parking, and he noted the heavy drain on available funds to expand the facilities. He noted there is no guarantee the vacant land, now used for private parking, will continue in that use and that if the land has been assessed for public parking facilities, it can be developed for some other use.

It was explained that since the initiation of the City Parking System projected costs of structures have almost doubled and that although it had been the intention of the Commission originally to finance future improvements out of revenue, due to increased costs and the heavy demand for expansion, it does not now seem possible to do so.

Concerning the possibility of reducing or eliminating the assessment and financing the structure entirely from revenue, including an increase in parking meter rates, caution was expressed that if the revenue is not sufficient additional increases might be necessary, and that in consideration of additional structures, it might be necessary to return to the assessment procedure for financing.

Commissioner Burgum expressed concern over increasing the rate for on-street meter parking. He suggested the popular reaction might be that all meter rates in downtown

Birmingham had been doubled. He spoke in particular opposition to changing rate structures for thirty-minute and one-hour meters.

Mr. Mason, representing Jacobsons, read a report on validations which indicated the average shopper parks for two hours or less. He recommended that a greater number of merchants participate in the validation program and he strongly supported financing the structure by special assessment.

Mr. Pew from the audience, in urging that the structure on Lot #5 be financed by revenue, stated his belief that if this proves to be unsuccessful, business would in the future be willing to accept an assessment for parking structures. Discussion indicated the Commission would not, if the assessment is reduced or eliminated, be indicating any intention that there would not be assessments for future parking structures, but that assessments would be considered if an analysis of projected revenue, based on increased rates, is favorable to such financing. Hope was expressed that in the future the Parking System can finance its own improvements.

Mr. Pew also suggested consideration of another form of financing in the future - another form of obligation bonds - junior to the Revenue Bonds - which can represent the property owner's assessment under which he has a chance of being repaid that assessment, if the structure proves to be profitable.

Commissioner McNamee recommended that future expansion of the Parking System be based on an absolute assurance of demand before the expansion and she suggested that if the Automobile Parking System is self-liquidating, the need for expansion can be supported. She spoke in support of maintaining existing rates on street meters.

Commissioner Roberts noted the need for securing additional information (some of which the Chamber of Commerce will secure) concerning the impact of increasing meter rates, and he recommended a determination of necessity at this time, with the final decision concerning details of financing to be made later.

Commissioner Ingraham spoke in opposition to levying additional assessments for construction of parking garages on lots which have been paid for by special assessment. He suggested that previous study and discussion has indicated a general obligation bond issue for financing parking structures might not receive sufficient affirmative votes to carry. He recalled that the Commission had invited business people to discuss the problems and had not wished to increase parking meter rates without the approval of business people. He suggested that the business people would not be "so short sighted" as to oppose special assessments and approve increases in parking meter revenues just to avoid an assessment - that they recognize their business is of prime concern and would not support an action if it were felt decreased business values would be the result.

He spoke of a suggestion made previously that the proceedings be continued on the basis of an assessment which could be lowered prior to confirmation of the roll, but stated his personal unwillingness to pursue any thought of an assessment which - in some cases - might be confiscatory.

Mr. Kenning, answering Commissioner Breck, recommended a 20% assessment with an increase in the rate in the parking meter rate structure, as shown in Table II of the report submitted by the Director of Finance. This involved maintaining the present rates for meters on the street and in metered lots; increasing leasee parking in Lot No. 5 from \$7.50 to \$12.00 per month, converting transient parking from a rate of 5¢ per half hour to 10¢ per hour, and increasing the 50¢ maximum all-day rate to 75¢. Mr. Kenning noted that this formula would provide the necessary revenue; represented a compromise which has been raised by businessmen who have been assessed in the past, and a request that there be a change in the formula of 40% assessment against benefited property; noted the benefit to property owners and merchants in the construction of the structure, and the benefit to the general public, and he suggested that under the 20% assessment and increased parking rates, all three groups would participate in the cost. He noted that the assessment formula takes into consideration distance from the structure. He suggested the short-term parking meters would still be competitive with free parking offered in other areas and he suggested that the lower parking meter rates are more competitive with free parking areas.

He also noted that by providing some assessment against benefited areas, there is some control by the City against requests which may be received from other areas for City parking facilities.

Commissioner Roberts stated he believed the project could at this point be financed by a 10% assessment and no increase in 5¢ meters.

- 799-65 -

Reconsidered 7/6/65
Res. #854-65

Moved by Commissioner Roberts,
Seconded by Commissioner Breck,

WHEREAS, the City Commission, by Resolution #707-65 in accordance with the provisions of the Charter provided for a hearing this 28th day of June, 1965, to consider any objections to the improvement described herein, and any objections to the assessment to defray the cost thereof, and

WHEREAS, a preliminary estimate of cost and plans showing the work to be performed and the locality to be improved have been filed with the City Clerk for public examination and notice thereof given, and

WHEREAS, notice was given to the owners of each parcel of property in the assessment district in accordance with the provisions of Section 5, Chapter X of the Charter of the City of Birmingham, and Act 162, P.A. 1962, and

WHEREAS, at said hearing held this 28th day of June, 1965, all those property owners or their representatives present

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INFORMATION ONLY

have been given an opportunity to be heard, and

WHEREAS, this Commission is of the opinion that the construction of the improvement described herein is expedient and advisable,

NOW, THEREFORE, BE IT RESOLVED, that there be constructed an improvement to be known as

PARKING STRUCTURE-MUNICIPAL PARKING LOT NO. FIVE

consisting of the construction of a parking structure on Parking Lot No. Five, adjacent to Woodward Avenue and providing space for approximately 566 cars, and

BE IT FURTHER RESOLVED, that the City Assessor is hereby directed to prepare a special assessment roll, showing assessments in accordance with benefits on all of the parcels in the assessment district described herein in the total amount of \$117,480.00, said amount being ten (10%) percent of the total estimated cost of \$1,174,800.00, and

BE IT FURTHER RESOLVED, that the sum of \$1,057,320.00, or ninety (90%) percent of the total cost of the project shall be borne by the City of Birmingham Automobile Parking System, as defined by Ordinance No. 465, as amended, of the City of Birmingham, and

BE IT FURTHER RESOLVED, that said special assessment district shall be all properties within the district described as:

ASSESSOR'S PLAT NO. 6

Lot 1 and 5

ASSESSOR'S PLAT NO. 11

Lots 3 thru 6 Incl.

ASSESSOR'S PLAT NO. 13

Lot 1

ASSESSOR'S PLAT NO. 19

Lots 1 thru 10 Incl.

BROWN'S ADDITION

Lots 8 thru 13 Incl.

BROWN'S ADDITION NO. 1

Lots 14 thru 23 Incl.

BROWNELL SUBDIVISION

Lots 10 thru 15 Incl.

ASSESSOR'S REPLAT OF BROWNELL SUB.

Lots 1 thru 11 Incl.

ASSESSOR'S PLAT NO. 21

Lots 1 thru 76 Incl.

WILLIAM HART SUBDIVISION

Lots 1 thru 7 Incl.

ASSESSOR'S PLAT NO. 24

Lots 1 thru 18 Incl.

HUNTER'S EASTERN ADDITION

Lots 5 thru 7 Incl.

MERRILL'S PLAT

Lots 1 thru 114 Incl.

ASSESSOR'S PLAT NO. 27

Lots 1 thru 9 Incl.

OAK GROVE ADDITION

Lots 1 thru 12 Incl.
Lots 25 thru 29 Incl.

ASSESSOR'S PLAT NO. 29

Lots 39 thru 43 Incl.

ASSESSOR'S PLAT NO. 25

Lots 1 thru 9 Incl.
Lots 21 thru 25 Incl.

TORREY'S ADDITION

Lots 14 thru 19 Incl.

ASSESSOR'S REPLAT OF TORREY'S HOOD'S & SMITH ADD.

Lots 88 and 89
Lot 139

WILLITS ADDITION

Lots 1 thru 8 Incl.
Lots 14 and 24 Incl.

- 799-65 - (a) See Resolution #854-65
July 6, 1965 for further
discussion.

Moved by Commissioner Clippert,
Seconded by Commissioner Breck, that the motion be
amended by deleting the following paragraphs:

BE IT FURTHER RESOLVED, that the City Assessor is
hereby directed to prepare a special assessment
roll, showing assessments in accordance with

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benefits on all of the parcels in the assessment district described herein in the total amount of \$117,480.00, said amount being ten (10%) percent of the total estimated cost of \$1,174,800.00, and

BE IT FURTHER RESOLVED, that the sum of \$1,057,320.00, or ninety (90%) percent of the total cost of the project shall be borne by the City of Birmingham Automobile Parking System, as defined by Ordinance No. 465, as amended, of the City of Birmingham, and

and inserting the following paragraphs:

BE IT FURTHER RESOLVED, that the City Assessor is hereby directed to prepare a special assessment roll, showing assessments in accordance with benefits on all of the parcels in the assessment district described herein in the total amount of \$234,960.00, said amount being twenty (20%) percent of the total estimated cost of \$1,174,800.00, and

BE IT FURTHER RESOLVED, that the sum of \$939,840.00, or eighty (80%) percent of the total cost of the project shall be borne by the City of Birmingham Automobile Parking System, as defined by Ordinance No. 465, as amended, of the City of Birmingham, and

- 799-65 - (b)

Moved by Commissioner Ingraham,
Seconded by Commissioner McNamee, that Resolution No. 799-65 (a) be amended by substituting the following amendment: - by striking the following two paragraphs:

BE IT FURTHER RESOLVED, that the City Assessor is hereby directed to prepare a special assessment roll, showing assessments in accordance with benefits on all of the parcels in the assessment district described herein in the total amount of \$234,960.00, said amount being twenty (20%) percent of the total estimated cost of \$1,174,800.00, and

BE IT FURTHER RESOLVED, that the sum of \$939,840.00, or eighty (80%) percent of the total cost of the project shall be borne by the City of Birmingham Automobile Parking System, as defined by Ordinance No. 465, as amended, of the City of Birmingham, and

and inserting the following paragraphs:

BE IT FURTHER RESOLVED, that the entire cost of the improvement be borne by the City of Birmingham Automobile Parking System, as defined by Ordinance No. 465, as amended, of the City of Birmingham.

VOTE ON SUBSTITUTE AMENDMENT: 799-65 (b)
Yeas: - Burgum, Ingraham, McNamee
Nays: - Breck, Clippert, Page, Roberts

VOTE ON MAIN AMENDMENT: (799-65 (a))
Yeas: - Breck, Clippert, Page
Nays: - Burgum, Ingraham, McNamee and Roberts

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VOTE ON MAIN MOTION: 799-65 (10%-90%)

Yeas: - 7

Nays: - 0

Mayor Page invited Mr. Hall and his group to meet with Mr. Kenning, Mr. Purkiss and members of the administration to review the suggestions he had made concerning a revision of meter and leasee rates, and Mr. Knowles Smith was requested to submit the results of his survey among other communities and local business people. Mr. Mason was requested to submit the figures he has assembled on validation costs.

Mr. Hagstrom was requested to submit a report to the Commission on increased valuations on comparable property over the last ten years.

Mr. Mason explained that the Jacobson support of the 40/60% assessment is based on its wish to hold Birmingham as a good shopping area and to assume its share of the cost of providing adequate parking.

Mr. Robert Watts suggested the estimated cost per car space be reviewed. Mr. Kenning stated he would be glad to go over the figures with Mr. Watt at his convenience.

- 800-65 -

Public hearing held for the purpose of considering an amendment to Section 5.7 of Chapter 39 of Title V - Zoning and Planning of the City Code of the City of Birmingham by rezoning a 63 ft. by 60 ft. parcel of property, being a portion of Lot 5, Assessor's Plat #17, at the rear of a multiple-family development that exists on the southwest corner of Vinewood and Woodward, from its present classification of R-2 Single-Family Residential Zone District to P-Parking Zone District.

Discussion of the amendment developed the fact that certain abutting property owners had not been given notice of the hearing.

- 801-65 -

Moved by Commissioner Burgum,

Seconded by Commissioner Roberts, that a public hearing to consider an amendment to the Zoning Ordinance by rezoning a 63 ft. by 80 ft. parcel of property, being a portion of Lot 5, Assessor's Plat #17, be adjourned until Tuesday, July 6, 1965, at 8:00 p.m.

Yeas: - 7

Nays: - 0

- 802-65 -

Public hearing held for the purpose of considering an amendment to Sections 5.46 (1) and (b) and 5.46 (2) (d) of Chapter 39 of Title V - Zoning and Planning of the Code of

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BIRMINGHAM CITY COMMISSION PROCEEDINGS
July 19, 1965

Minutes of a regular meeting of the Birmingham City Commission, held Monday, July 19, 1965, at 8:00 p.m. in the Municipal Building.

Present: - Mayor Page
Commissioners Breck, Ingraham, McNamee
and Roberts

Absent: - Commissioners Burgum and Clippert

- 922-65 -

Minutes of meeting held July 12, 1965, approved as circulated.

- 923-65 -

Moved by Commissioner McNamee,
Seconded by Commissioner Roberts, that vouchers numbered #7134 through #7178, in the total amount of \$138,968.47, having been approved by the Director of Finance, be approved for payment.

Yeas: - 5

Nays: - 0

- 924-65 -

Public hearing held for the purpose of considering Special Assessment Roll No. 580 - Parking Structure - Municipal Parking Lot No. Five consisting of the construction of a parking structure on Parking Lot No. Five, adjacent to Woodward Avenue and providing space for approximately 566 cars.

Mayor Page noted that necessity for the structure had been determined on June 28, 1965. Commissioner Ingraham spoke of the previous meetings at which the improvement had been discussed and he now recommended that it be financed from meter revenue and without assessment.

- 925-65 -

Moved by Commissioner Ingraham,
Seconded by Commissioner Roberts, that there be no special assessment district created for financing construction of a parking structure on Lot No. Five, and that the improvement be financed through increased parking meter revenues.

Commissioner Roberts reviewed the history of municipal parking lots in Birmingham and spoke of the original intention that financing would be shared equally through meter revenue and special assessments, but that the first formula, based on a 40% assessment and 60% revenue had actually been adopted as the maximum limit of the City's bonding capacity, based on meter revenue. He noted that at this time the City is faced with a new

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situation - a parking structure rather than land acquisition, and is in the same position as to financing. He spoke of the need to meet a demand for additional parking by expanding the facility and that the City's ability to finance is limited by income. He spoke of the recommendations which have been made that the structure be financed completely through increased daily parking rates, with no increase in short-term parking rates and he stated that if the motion on the floor passes - and the revenues do not prove sufficient to meet the bonds - an increase in short-term rates will be necessary. He stated the method of financing the improvement under discussion would set no precedent for the future. He spoke of the City's willingness to finance as much of the cost as can be recovered in revenue, and that each future expansion will be financed in accordance with conditions at that time. He spoke of the effort on the part of the Commission - particularly members who may have participated in earlier parking lot projects - to provide expansion of the existing lots from revenue; however, he spoke of the almost doubled construction costs and the possibility that it may not be possible to continue to finance from revenue alone.

Mayor Page noted that the assessment roll, as submitted by the Assessor, provides that the estimated cost of \$1,174,800.00 will be paid as follows:

Parking Authority, 90%	\$1,057,320.00
Assessment District, 10%	
City Property Share	\$9,749.64
Private Property Share	
	\$107,730.36
	<u>117,480.00</u>
	\$1,174,800.00

Mr. Kenning, City Manager, recommended that if the motion to finance the parking structure from revenue carries, the Commission then consider the adoption of the proposed rates which increase the short-term as well as the long-term parking, in accordance with the schedule submitted to the Commission several weeks ago under the heading of "No Assessment". He stated that in his opinion an increase in the short-term parking rates will be necessary to finance the structure, if there is no special assessment.

Commissioner Breck referred to Mr. Kenning's concern over the ability to finance if short-term rates are not increased as being an important reason for assessing. He suggested that an increase in short-term parking would not be in the best interest of the business community. He inquired from Mr. Kenning the probable affect of the motion on the floor - if it is passed - on the business areas outside the central business district.

Mr. Kenning repeated an opinion he has expressed previously that the business people outside the central business district might then seek public parking facilities, if they can be furnished without assessment against the benefited property. He noted that under present policy, business people outside the central business district have been advised that downtown business property paid 40% of the cost of the parking lot, and he suggested that the policy has been a deterrent to requests for parking lots from property outside the business district. He also noted

that the parking rate schedule, as prepared by the administration under the "no assessment" policy did not anticipate placing meters in other areas outside existing meter zones in the downtown area.

Frederic Pew, from the audience, spoke in support of - at least on a trial basis - financing the proposed structure from revenue and with no assessment. He spoke of earlier inferences or promises that there would be no assessment for structures on lots which had originally been financed through assessment. He spoke of the fact that the parking facilities are profitable and he stated that he and the majority of business people in the community would - if it turns out that parking revenue is not sufficient to finance the structure - be agreeable to accepting assessments for similar improvements in the future.

Charles Himelhoch, from the audience, submitted questions indicating his preference for an attendant operated facility over a metered lot and garage. He spoke of financing the structure through revenue alone and recommended that the rates for short-term parking be increased, as recommended by Mr. Kenning, if there is no assessment. He also recommended greater participation on the part of business people in the validation program. Mr. Himelhoch suggested that the no assessment policy could be applied to the proposed structure on an experimental basis and not necessarily as setting a precedent for future construction; however, he also stated that the Himelhoch Company feels the need for the parking structure is sufficient that if deemed necessary by the Commission, the Company would not oppose the 10% assessment.

Mr. Bernard Powell, representing Powell Management, Inc., 239 Briggs Building, stated he had written to each member of the Commission to the effect that because he felt so strongly that a special assessment for the structure would be illegal, that it should be tested in court. He supported Mr. Pew in his recommendation that the structure be financed from revenue and expressed his willingness to - if it fails - reassess his own thinking.

Harry Wise, representing Saylor Investment Company, read and filed with the Clerk a formal objection to an assessment against property at 277 Pierce (Lot #10, Assessor's Plat #24). Answering a question from Mr. Wise concerning the hearing on "necessity" for the improvement, Commissioner Ingraham interpreted the Commission's responsibility as being one of "determining" necessity - and not necessarily "proving" necessity to members of the audience.

Answering Mr. Wise concerning his doubt that the entire business district is benefited, Mayor Page and Mr. Hagstrom, City Assessor, directed attention to the probability that removal of long-term parkers from other lots by encouraging use of the garage will free up short-term parking spaces which will then be available to shoppers. He also noted that the presently proposed assessments are pro-rated in accordance with distance of the property from the garage. It was noted that this is the first of other anticipated structures and that the freeing up of short-term parking

spaces benefits the entire business district.

H. D. Anderson, 239 S. Woodward, spoke of an apparent agreement on two points, the need for the structure and the wish on the part of business people that there be no assessment. He noted that each increase in assessment brings about an increase in rent and he spoke in support of the recommended meter increases which were presented by Phillip Hall on June 28th (copies of which were distributed to the Commission on July 6, 1965, Res. 875-65). Mr. Hall's recommendation basically increased lessee rates to \$16.00 per month and maintaining the present 5¢ per hour rate one and two hour meters. Mr. Anderson also recommended pushing validation participation and exercise of care in construction costs for the structure. He stated this would avoid "moral and legal" problems which have been suggested and will be a proper procedure for starting the structure phase of the parking program.

Wilbur Mason, representing Jacobson's, cautioned against raising parking rates. He suggested there is a limit to the ability of merchants to carry the validation expense and he warned that if shoppers leave the district, it is difficult to bring them back. Mr. Mason quoted Jacobson's validation costs for the last year - \$12,800.00 for Lot No. Five, and suggested that if the validation cost increases, based on a 15¢ for the first hour and 10¢ for each additional hour rate, the cost would be \$18,000.00 or a 48.3% increase.

Commissioner McNamee, speaking as a "new" Commissioner, noted she is not bound by any informal understanding former Commissioners may have given that there would be no assessment for parking structures. She spoke in support of considering the financing of each structure on an individual basis and expressed an unwillingness to, at this time, commit herself to a financing plan for future structures. She stated that after careful study of the information available, she was concerned over the risk involved if there are no assessments and that she favored the more conservative plan which included a 10% assessment, in the understanding that in the future the result of this improvement can be reviewed. She suggested that with the assured income from the 10% assessment, the City could work toward a self-liquidating system, and that her present thinking which reflects a more conservative point of view than she held a month ago, is the result of careful study of the information compiled by the administration. She spoke of the risk if short term rates are increased at this time.

Knowles Smith, Executive Director of the Birmingham-Bloomfield Chamber of Commerce, stated the Chamber's effort to secure figures from other areas which had increased parking rates had not been too successful - that the information is not current and not very helpful. He did speak of the situation in Park Ridge, Illinois, a community of about 30,000 people. He noted Park Ridge is just now considering a 400 car structure and that Park Ridge, too, is faced with high land costs. He stated the prime street area and municipal lot rates are 5¢ per hour, and that the long term rates were increased on September 1st to

5¢ per hour. He noted the community is very zealous about not raising the short term rate. He also noted that Royal Oak has just instituted a validation program in which about 17 merchants will participate.

Commissioner Ingraham recalled that the projection of need for increasing the short term parking rates is predicated upon a plan of future expansion of the system with additional structures, and that studies as to the first structure show it can be financed without any appreciable increase of parking rates, but that it might endanger the City's ability to finance the second and third structure without an increase in rates.

Victor Koch, representing Merihill Corporation, spoke in opposition to any assessment against the property at Maple and Chester for the parking structure on Lot No. Five.

VOTE ON THE MOTION:

Yeas: - Ingraham, Roberts

Nays: - Breck, McNamee and Page.

(The Mayor stated the motion had not carried)

- 926-65 -

Moved by Commissioner Roberts,
Seconded by Commissioner Breck,

WHEREAS, Special Assessment Roll, designated Roll No. 580 by the City Clerk, has been heretofore prepared by the City Assessor for defraying the cost of construction of an improvement to be hereafter known as

PARKING STRUCTURE-MUNICIPAL PARKING LOT NO. FIVE

consisting of the construction of a parking structure on Parking Lot No. Five, adjacent to Woodward Avenue, and providing space for approximately 566 cars, and

WHEREAS, notice was given to the owners of each parcel of property in the assessment district in accordance with the provisions of Section 13, Chapter X, of the Charter of the City of Birmingham and Act 162, P.A. 1962, that the Commission by Resolution #872-65 provided that they would meet this 19th day of July, 1965, and review such assessments, and

WHEREAS, at said hearing held this 19th day of July, 1965, all those property owners or their representatives present have been given an opportunity to be heard, and after due hearing and review by the City Commission,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 580 be in all things ratified and confirmed and that the City Clerk be and is hereby instructed to endorse said roll, showing date of confirmation thereof, and certify the said assessment roll to the City Treasurer for collection, and

BE IT FURTHER RESOLVED, that such special assessments may be payable in _____ payment, provided that all unpaid

assessments shall bear interest at the rate of six (6%) per cent per annum from date of confirmation of roll, except that no interest shall be charged upon any payment made within thirty (30) days after date of confirmation of said roll.

Before there could be discussion of the motion and a decision as to the number of payments, Commissioner Ingraham noted the presence of only five members of the Commission and the Charter requirement for an affirmative vote of five members of the Commission elect for confirmation of an assessment roll. He stated he could not vote for the 10% assessment and spoke of the risk of the project being defeated if he were required to vote at this time. He recommended adjournment until a larger number of the Commission is present.

Moved by Commissioner Ingraham,
Seconded by Commissioner Roberts, that the hearing on Special Assessment Roll No. 580 be adjourned until Monday, August 16, 1965, at 8:00 p.m.

Yeas: - 5
Nays: - 0

- 927-65 -

Mr. Kenning, commenting on an implication during the discussion of adjourning the hearing on the assessment roll, cautioned against too long a delay in determining the method of financing. He suggested that there is a definite relationship between the decision on financing and the date construction can begin on the garage, and that initiation of bonding procedures cannot be commenced until the first decision is made by the Commission.

- 928-65 -

Public hearing held for the purpose of considering creation of a special assessment district known as

CHESTER STREET PAVEMENT-MARTIN TO BROWN

consisting of a cement concrete pavement 44 ft. wide, face to face of curb, separate curbs, sidewalks, tree removal, drainage work and other work incidental to the project, said improvement extending southerly from the existing pavement at Martin Street to the existing pavement at Brown Street, and to the creation of a special assessment district to finance the improvement.

Report received from the City Manager, directing attention to professional recommendations and administrative study supporting the inclusion of Chester Street in the proposed peripheral route, and recommending confirmation of necessity for the improvement.

Mr. Kenning noted the City's policy in similar improvements of assessing for the cost of a normal residential street or in this case for the cost of the center 29 ft. of the improvement, and charging the extra width (in this case the extra width being the difference between 29 ft. and 44 ft.) to the City. Noting the customary formula whereby the district pays

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INFORMATION ONLY

March 20, 2001

TO: Thomas M. Markus, City Manager
FROM: Sherry A. Lee, City Assessor
RE: **PARKING ASSESSMENT FORMULA**

Last month, the Commission directed that the cancellation provision of the deferred assessment component in the parking assessment formula (City Ordinance Section 94-15(3)) be revisited to determine whether or not it was equitable, in view of the way in which the central business and parking districts have been developed since the mid-1980s.

Background

With increased commercial and retail activity, growth in traffic volume, as well as the inadequacy of surface lots to meet the demand for automobile parking in the central part of the city, the first of an eventual five municipal parking structures was constructed in 1966. Predicated on the fact that the availability of parking benefited properties in the Central Business District (CBD), the original parking assessment formula, which was designed in the early 1950s, provided that 40% of the cost of constructing parking structures was to be borne by property owners in the parking district as a special assessment and 60% was funded by the City's automobile parking system (APS). The parking assessment formula provided for equitable assessments, primarily, because the formula used various distance, size and location factors, which weighted the assessment heavily toward potential benefit. Further, of the special assessment district (SAD) share, the formula gave a very significant (90%) weighting to land size and a very small (10%) weighting to existing building size. The theory under which this formula was derived was that substantial future development would take place in the CBD during the 1950's, 60's and 70's and that equity would be best served by assessing for parking based upon future potential development. Vacant land, therefore, was weighted heavily.

In 1982, the City Commission directed that the parking assessment formula be studied to determine whether or not it continued to provide equitable special assessments in view of the way in which the Central Business District had developed over the past several decades. Presumably, the study was conducted in preparation for development of the Peabody parking structure. A committee of three Commission members was formed to work with the Assessor in reviewing the procedure. After several meetings, many of which included representatives from the Chamber of Commerce and other City officials, the Committee determined that the assessment formula should be revised.

After studying current parking needs, uses, costs and projected future demand, the Committee determined that the assessment formula should be changed to place additional emphasis upon existing buildings and less emphasis upon land which is not built upon and creates no current parking demand. The primary reason for this decision was that the CBD had been substantially developed relative to the development that existed twenty years prior. Also, due to the fact that there existed at the time a Floor Area Ratio (FAR) limitation of 2.0 in the

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CBD, substantial future development that does not provide some of its own parking was not foreseen. FAR is the gross floor area of a building, exclusive of the basement, divided by the area of the lot it is constructed on.

The goal sought by the Committee was to develop a formula that would assess properties that create a great deal of parking demand at higher levels than those properties that create very little parking demand. Properties such as parking lots, green space or unused vacant land would be assessed at the lowest rates. The new formula should shift the weighting from potential use to current use, while still maintaining distance, size and location factors that further provide an assessment based upon benefit.

There was also a desire to include a provision in the formula that would allow for a future payment to become due should an underutilized property that has a low assessment be developed at some future time. This would not only create an awareness of how further development creates parking demand but would provide a mechanism to fund the cost of such parking. Such a mechanism was deemed to be equitable since the property being developed has benefited from the existing parking system. This is true because the parking system has helped to stimulate the need for the proposed development through the maintenance of a viable CBD.

Current Parking Assessment Formula

20/60
The parking assessment formula was revised to a fifty-fifty allocation between land and building. Rather, of the total SAD share, the current formula gives a 50% weighting to land size and a 50% weighting to existing building size. This recognizes the fact that the CBD has become substantially more developed over time. It also recognizes the fact that, while buildings create parking demand, vacant land benefits from a viable parking system through increased market values. Further, although 40% of the project cost is levied as a special assessment against each property in the district, the City's parking system funds 36% of the cost. However, with the future payment or deferred assessment feature of the formula, 24% of the cost is advanced by the parking system, but is to be repaid in part or in full at some time in the future by owners of underutilized property in the district upon further development.

As with the original formula, the current parking assessment formula has within each weighting category (i.e. Land Frontage, Land Area, Building Area) several factors that are used to determine the benefits each particular piece of property receives from a given parking project. As outlined in Attachment "A", these factors are as follows:

- a. Distance Factor: This factor is determined by a property's distance from the proposed parking facility. The theory is simply that the further a property is located from the facility, the less it benefits from that facility. This factor is weighted from 1 to 10 and was not changed from the existing formula.
- b. Merchandising Factor: This factor is a location factor determined by the property's distance from the Maple-Woodward intersection. The theory is that the closer a property is located to the center of the CBD, the more it benefits from the parking system. This factor was reduced in weight from 5-50 to 1-3 because it was felt to be of somewhat less significance than in the past.

- c. **Parking Demand Factor:** This factor only relates to the building portion of the overall assessment. A factor from 1 to 5 is computed based upon the actual parking demand created by a particular building. The parking demand is calculated based upon the guidelines in the zoning ordinance. The theory behind this factor is that the greater demand a building creates, the more it benefits from the parking system.

This factor replaces the Building Use Factor, which attempted to do the same thing as the Parking Demand Factor, but in a more subjective manner.

Deferred Parking Assessment

The deferred assessment component of the formula is a relatively progressive concept. The deferred assessment stems from the desire to lessen the special assessment burden on currently underutilized property while maintaining an appropriate future burden that becomes due upon future development.

To concur with FAR reductions made in the Zoning Ordinance, the FAR for parking assessment districts was changed from 2.0 to 1.0 in 1989. Therefore, under the formula, each property with a FAR of less than 1.0 would have a deferred assessment computed based upon the difference between 1.0 and its current FAR. This assessment would be calculated in the same manner as the primary assessment and would approximate what the additional primary assessment would be if the building were built to its maximum potential at the time of assessment. It is called a "deferred" assessment because it would only become due if and when the existing site was to be further developed.

Under the formula the deferred assessment would be payable in full at the time a building permit was pulled to further develop the site so as to increase the floor area by five percent or more or increase the floor area ratio to 1.0. A property owner would have the option, however, to pay his deferred assessment in advance at the time the primary assessment was due. By electing this option, the owner could have his deferred assessment financed over the same period as the primary assessment if he felt further development of his site were imminent and did not wish to deal with a lump sum payment at some later date. A final feature of the deferred assessment, added in 1985, is that it would be canceled at the time of development if the building constructed or enlarged were residential or primarily residential in character. A primarily residential building is defined as any building with two or more stories in which the first floor or any portion thereof is occupied by a commercial or business use and all additional stories are utilized for residential purposes.

Impact of the Parking Assessment Formula

In 1982, it was believed that the use of the special assessment formula, as revised, would have three major impacts:

1. **Equity:** The formula would provide for greater equity among property owners because it is more directly connected to present benefits and future benefits are not paid for them.

2. The burden of the primary assessment (generally forty percent of total project cost would be substantially shifted from vacant and underutilized properties, which create very little parking demand to developed properties, which create the lion's share of the parking demand.
3. More revenues for the parking system will be raised through the deferred assessments which will be collected in addition to the primary forty percent share.

Considerations

The current special assessment formula, as revised in 1982, was implemented with the construction of the Peabody/Brownell parking structure in 1984 and, as subsequently amended, with the construction of the Chester Street structure in 1989.

Special Assessment Roll No. 701 Peabody Parking Structure was confirmed on May 2, 1983 [REDACTED]; Special Assessment Roll No. 729 Chester Street was confirmed on March 20, 1989 [REDACTED]

Any deferred assessment not confirmed within twenty years from the date on which the special assessment roll was confirmed, shall no longer be considered a potential assessment against a lot. Therefore, unconfirmed deferred assessments in the Peabody parking district are not valid after May 2, 2003 and those in the Chester Street district are no longer valid after March 20, 2009.

Timeline Summary

Date	Event/Activity
11-24-82	Revised parking assessment formula recommended to Commission.
04-04-83	City biennial election held; Peabody pkg. structure bonding proposal and Charter amendment approved by voters; repealed Chapt. 10 and added Chapt. 12, special assessments for off-street parking.
04-11-83	Special assessment ordinance approved by Commission; enabled hearing to be scheduled to confirm Peabody special assessment roll.
05-02-83	Peabody SAD No. 701 ratified and confirmed by Commission; provided For both primary assessments on all parcels and deferred assessments on Certain parcels in the district.
08-05-85	Ordinance No. 1308 approved by Commission to cancel deferred Assessments for primarily residential developments in parking districts.
08-12-85	Deferred assessments confirmed by Commission in Peabody district for 344 and 350 N. Old Woodward and 280 Daines.
01-10-86	Recommendation from Planning and Histeric District Committee to change FAR from 2.0 to 1.0.
03-13-89	Ordinance Amendment adopted; FAR for parking districts changed From 2.0 to 1.0 to concur with its reduction in zoning ordinance.
03-20-89	Chester SAD No. 729 ratified and confirmed by Commission; provided For both primary assessments on all parcels and deferred assessments on Certain parcels in the district.
07-18-94	New (current) Birmingham City Code adopted.
03-24-97	Ordinance No. 1637 approved by Commission to clarify special Assessment procedures.
10-18-99	Deferred assessments confirmed for Townsend Hotel in Peabody and Chester parking districts.
01-22-01	Deferred assessments confirmed for 470, 322 and 200 N. Old Woodward In Peabody and Chester parking districts.
02-12-01	Deferred assessments confirmed for 400 Hamilton and canceled for 111 Willis and 134 Pierce in Peabody and Chester parking districts.

INFORMATION ONLY

Attachment "A"

Original Formula

Land Frontage	
Overall weight	45%
Factors:	
Distance	1-10
Merchandising	5-50

Land Area	
Overall weight	45%
Factors:	
Distance	1-10
Merchandising	5-50

Building Area	
Overall weight	10%
Factors:	
Distance	1-10
Merchandising	5-50
Building Use	1-5

Typical Project Cost Allocation:

SAD Share	40%
Parking System Share	60%
Total Cost	100%

Current Formula

Land Frontage	
Overall weight	25%
Factors:	
Distance	1-10
Merchandising	1-3

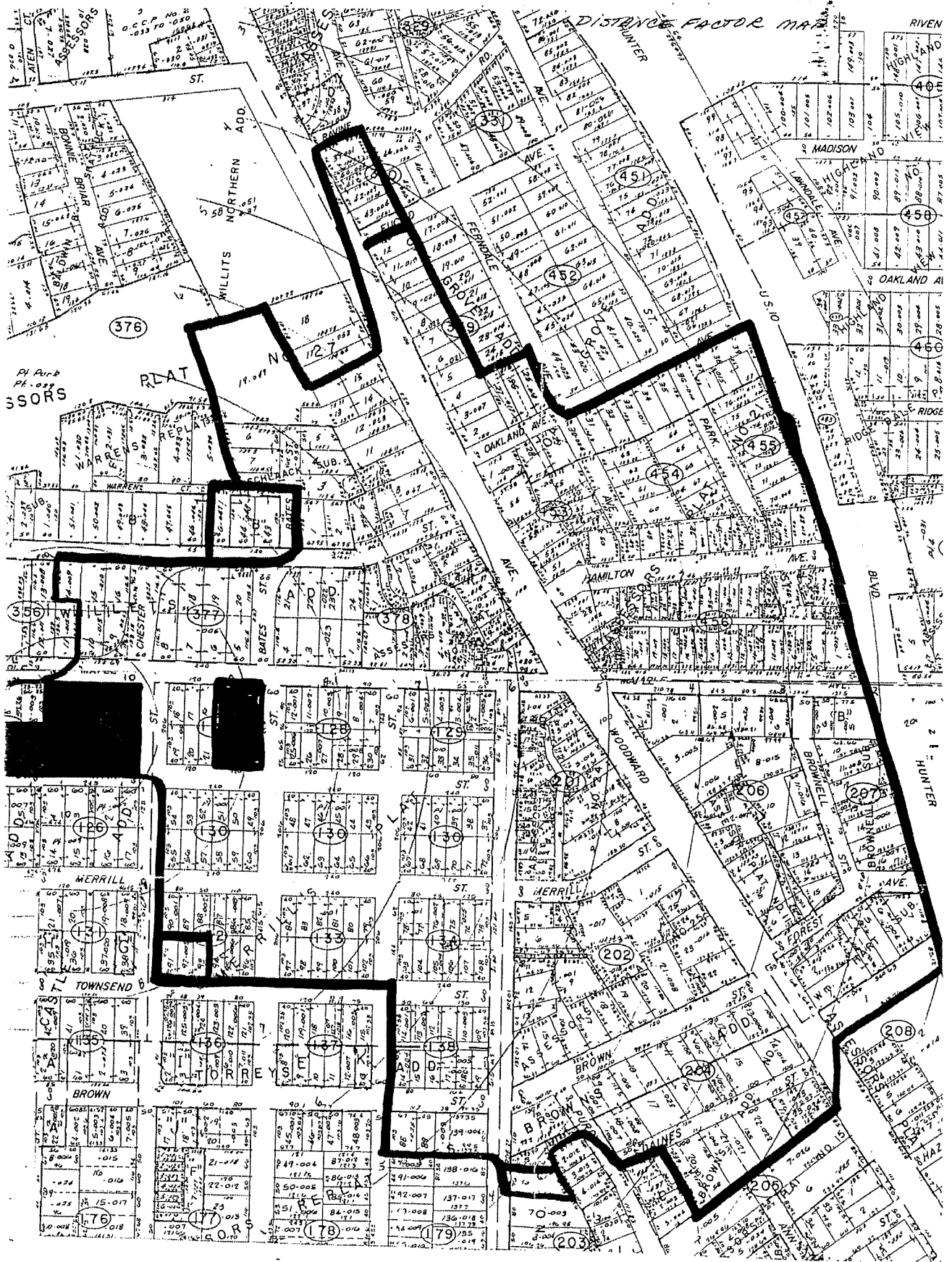
Land Area	
Overall weight	25%
Factors:	
Distance	1-10
Merchandising	1-3

Building Area	
Overall weight	50%
Factors:	
Distance	1-10
Merchandising	1-3
Parking Demand	1-5

Typical Project Cost Allocation:

Primary SAD Share	40%
Deferred SAD Share	24%*
Parking System Share	36%
Total Cost	100%

*The Deferred SAD Share would be advanced by the Parking System to be repaid in part or in full at some time in the future.



INFORMATION ONLY

PARKING STRUCTURE SPECIAL ASSESSMENT FORMULA

	13-25-375.007 322 Ncdl Ward	14-25-458-012 884 (405) Hometon
Land Frontage	150	50
Land Area	18,000	5,350
Present Demand Factor (total square footage including basement)	2,767	1,528
Floor Area Ratio (total square footage)	9.11	837
Potential Additional Building Area (land area less Floor Area Ratio)	35,089	4,513
Potential Parking Demand Factor (see attached formula)	2	1
Parking Demand Factor (see attached formula)	1	1
Distance Factor (see map)	5	3
Merchandising Factor (see map)	2	3
Special Use Factor (see notes)	1	1
Land Front Factor (Land Frontage x Distance Factor x Merchandising Factor)	1,500	450
Land Area Factor (Land Area x Distance Factor x Merchandising Factor)	180,000	48,150
Existing Building Factor (Building Area x Distance Factor x Merchandising Factor)	27,670	13,752
Potential Building Factor (additional Building Factor x Distance Factor x Merchandising Factor)	350,890	40,617
Current Special Assessment (see formula)	\$8,625	\$2,632
Deferred Special Assessment (see formula)	\$4,884	\$565

INFORMATION ONLY

PARKING DEMAND FACTOR

Zoning Requirements for Parking

Retail/Office	1 space/each 300 square feet
Medical/Office	1 space/each 150 square feet
Service	1 space/each 550 square feet
Restaurant	1 space/each 75 square feet

Parking Demand Factor

No. of Spaces

1	0 - 79
2	80 - 158
3	159 - 237
4	238 - 316
5	317 - 345

Formula for Determining Above Factor

Present Demand Factor (Gross Building Area) divided by Zoning Requirements equals Number of Parking Spaces.

Formula for Potential Parking Demand Factor

Present Demand Factor plus Potential Additional Building Area divided by Zoning Requirement equals Number of Spaces if fully developed.

Calculation for Parcel

Parking Demand Factor \div Zoning Requirement = No. of Space

322 N. 06th Woods	2,767	300	.9
384 Hamilton	1,528	150	10

Deferred Calculation:

Parking Demand Factor	+	Potential Additional Building Area	\div	Zoning Requirement	=	No. Spaces
322 N. 06th Woods		2,767		300		126
384 Hamilton		1,528		150		40

INFORMATION ONLY

Special Use Factor

The special use factor is used for properties that have, primarily, weekend and evening use of the structures, for example, churches and the Community House.

This factor is applied to the land only and is calculated at $\frac{1}{3}$ of the land frontage factor. All other parcels are calculated at 1.0 times the land frontage factor.

CURRENT SPECIAL ASSESSMENT CALCULATION FORMULA

Calculate the total of all parcels in each of the three columns labeled Land Front Factor, Land Area Factor and Existing Building Factor.

Distribution of total cost

25% Land Factor
25% Land Area Factor
50% Existing Building Factor

81,586,828 Total Cost of Special Assessment District

x .25
396,707 Land Frontage Factor
% 134,249 * = 2.95501

1,586,828 Total Cost of Special Assessment District

x .25
396,828 Land Area Factor
% 17,194,465 * = .02307

81,586,828 Total Cost of Special Assessment District

x .50
793,414 Existing Building Factor
% 56,598,909 * = .01392

Formula for Calculating Unit Cost

25% of total S.A.D. Cost divided by Total of Land Frontage Column equals Unit Cost times Individual Parcel Land Frontage Factor equals 25% of current assessment.

Each of the three columns are calculated in the same fashion using the appropriate totals and factors; the Building area using 50% in place of the 25% figure.

322 N. OLD WOODWARD

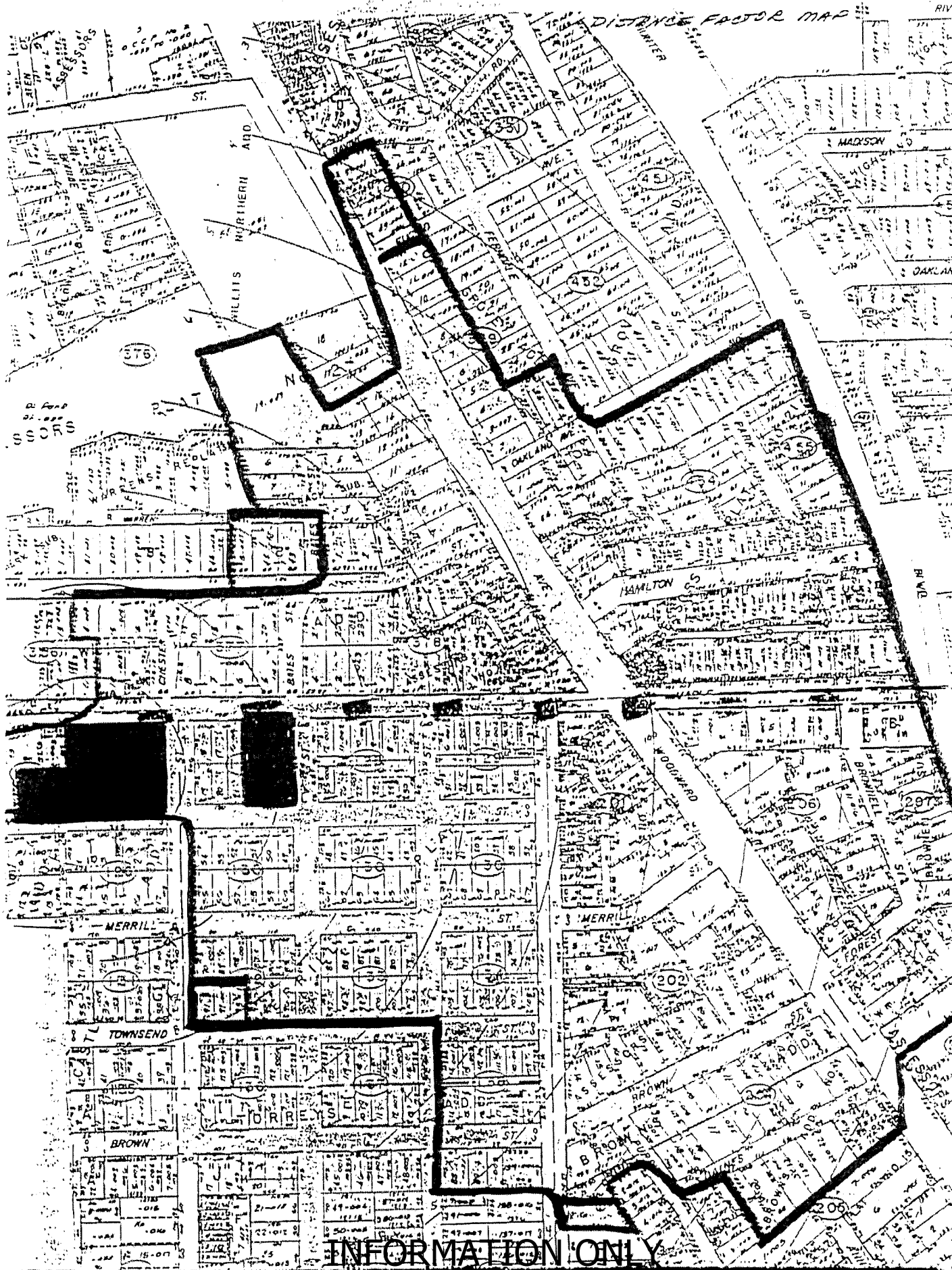
11,500 x 2.95501 =	4,432.52	
180,000 x .02307 =	4,152.60	
27,670 x .01392 =	385.17	
350,000 x .01392 =	8,970.29	PRIMARY ASSESSMENT
	4,884.39	DEFERRED ASSESSMENT

384 (400) HAMILTON

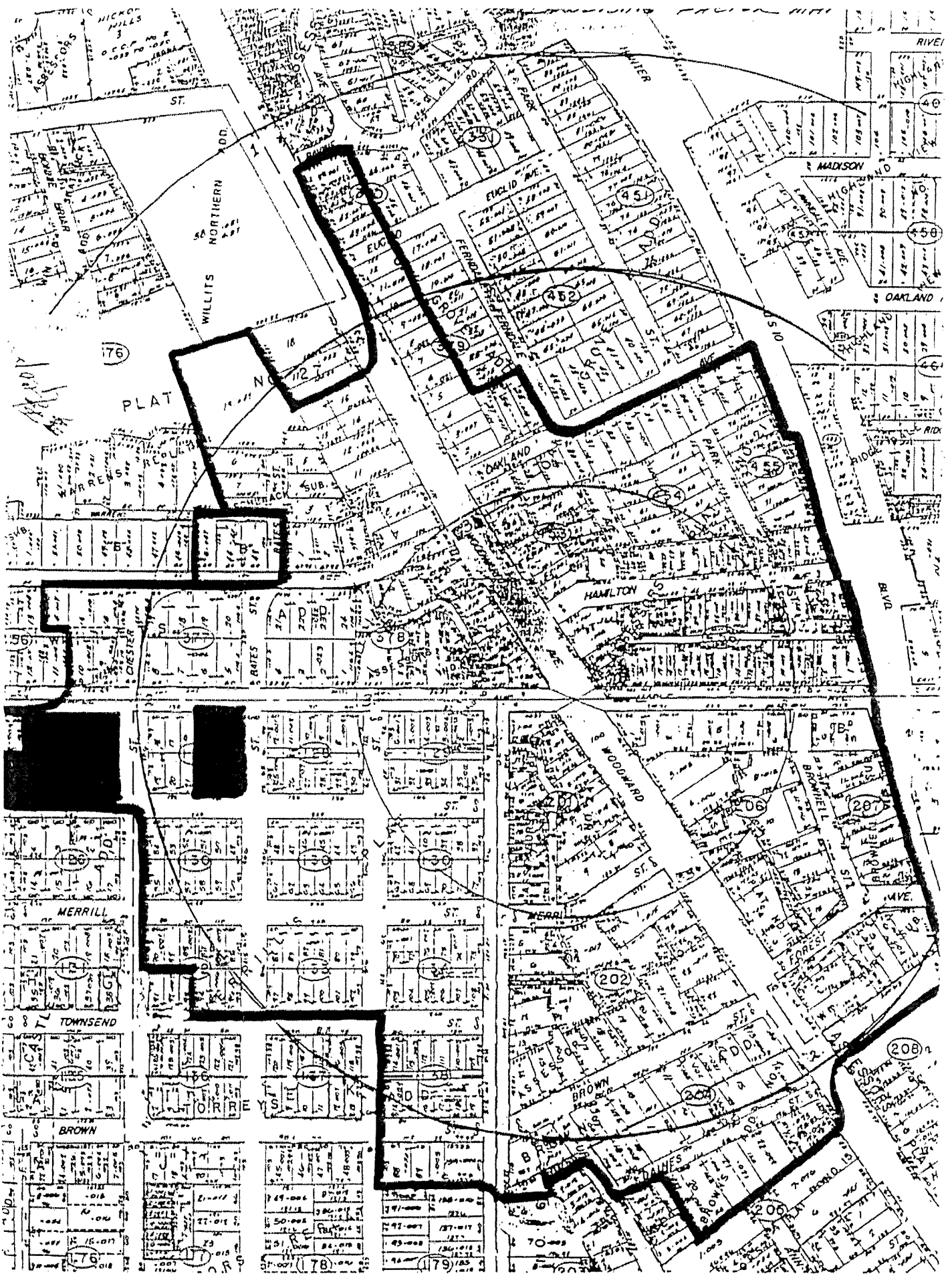
450 x 2.95501 =	1,329.76	
48,150 x .02307 =	1,110.82	
13,752 x .01392 =	191.43	
	2,632.01	PRIMARY ASSESSMENT
40,617 x .01392 =	565.39	DEFERRED ASSESSMENT

INFORMATION ONLY

RIV



INFORMATION ONLY



INFORMATION ONLY

Original Formula

Land Frontage

Overall weight	45%
Factors:	
Distance	1-10
Merchandising	5-50

Land Area

Overall weight	45%
Factors:	
Distance	1-10
Merchandising	5-50

Building Area

Overall weight	10%
Factors:	
Distance	1-10
Merchandising	5-50
Building Use	1-5

Typical Project Cost Allocation:

SAD Share	40%
Parking System Share	60%
Total Cost	100%

Current Formula

Land Frontage

Overall weight	25%
Factors:	
Distance	1-10
Merchandising	1-3

Land Area

Overall weight	25%
Factors:	
Distance	1-10
Merchandising	1-3

Building Area

Overall weight	50%
Factors:	
Distance	1-10
Merchandising	1-3
Parking Demand	1-5

Typical Project Cost Allocation:

Primary SAD Share	40%
Deferred SAD Share	24%*
Parking System Share	36%
Total Cost	100%

*The Deferred SAD Share would be advanced by the Parking System to be repaid in part or in full at some time in the future.

From: Sherry Lee
To: Paul O'Meara
Date: 1/11/02 4:53PM
Subject: Re: Fwd: PA district question

Predicated on the fact that the availability of parking benefited properties in the CBD, the parking assessment district formula provides that 40% of the cost of constructing parking structures is to borne by property owners in the parking district as a speical assessment and 36% is funded by the parking system. However, with the future payment or deferred feature of the district assessment formula, 24% of the cost is advanced by the parking system, but is to be repaid in part or in full at some time in the future by owners of underutilized property (property developed to a FAR less than 1.0) in the district upon future development. Of the total SAD share, the parking assessment formula gives a 50% weighting to land size and a 50% weighting to existing building size. The formula has within each weighting category several factors that are used to determine the benefits each property receives from a given parking project. Rather, consideration is given to distance from the parking facility, from the Maple-Woodward intersection and the demand for parking created by the building and its use. A final feature of the deferred assessment feature, added in 1985, is that it would be cancelled at the time of development if the building is primarily residential in character.

>>> Paul O'Meara 01/11/02 01:43PM >>>

I received the attached email from Jill Bahm. Although I have worked here over 10 years, I have never built a parking structure. The knowledge I have about the parking assessment from a mechanics point of view is just what I have picked up through word of mouth. I am wondering if in your short time here, you have gleaned any knowledge that could assist me. I don't want to write a report based on my understanding if the City Code says something different.

Please let me know if you can assist. Thanks.

CC: Jill Bahm

INFORMATION ONLY

From: Jill Bahm
To: Paul O'Meara
Date: 1/11/02 12:41PM
Subject: PA district question

Paul, could you please put together for the Planning Board a short summary of how the parking assessment district works? Maybe include a couple examples so they can get a good handle on the issue. Let me know if you are or are not able to get me something by Thursday, Jan. 31 for the Feb. PB workshop session.

Thanks in advance for your help!

CC: Patti McCullough

INFORMATION ONLY

CITY OF BIRMINGHAM
AUTOMOBILE PARKING SYSTEM
INCOME STATEMENT - 10 YEAR HISTORY

GL NUMBER	BALANCE AS OF 06/30/2013	BALANCE AS OF 06/30/2014	BALANCE AS OF 06/30/2015	BALANCE AS OF 06/30/2016	BALANCE AS OF 06/30/2017	BALANCE AS OF 06/30/2018	BALANCE AS OF 06/30/2019	BALANCE AS OF 06/30/2020	BALANCE AS OF 06/30/2021	BALANCE AS OF 06/30/2022
Fund 514.1 - AUTOMOBILE PARKING SYSTEM										
<u>REVENUES</u>										
CHARGES FOR SERVICES	4,222,392.31	4,323,821.23	4,738,536.47	5,350,823.56	6,811,167.80	7,881,617.90	8,128,648.27	5,999,216.95	1,882,411.63	7,419,530.90
INTEREST AND RENT	5,439.56	54,079.54	44,410.18	57,879.12	13,455.65	66,405.20	538,375.55	759,051.45	9,680.73	(559,988.09)
OTHER REVENUE	<u>22,438.80</u>	<u>(14.30)</u>	<u>-</u>	<u>11,928.31</u>	<u>(1,413.36)</u>	<u>-</u>	<u>-</u>	<u>(0.03)</u>	<u>30,282.00</u>	<u>838.00</u>
TOTAL REVENUES	4,250,270.67	4,377,886.47	4,782,946.65	5,420,630.99	6,823,210.09	7,948,023.10	8,667,023.82	6,758,268.37	1,922,374.36	6,860,380.81
PERSONNEL SERVICES	371,971.51	419,025.04	429,386.91	365,214.41	567,169.70	467,696.16	361,102.99	609,100.54	490,713.46	468,376.09
SUPPLIES	41,815.43	42,359.96	39,519.48	36,188.38	59,332.68	62,778.99	57,118.03	48,720.06	50,323.90	36,679.97
OTHER CHARGES	<u>3,036,457.00</u>	<u>2,422,974.65</u>	<u>2,783,557.20</u>	<u>2,921,538.93</u>	<u>3,240,263.81</u>	<u>3,565,015.51</u>	<u>4,734,614.41</u>	<u>3,855,812.51</u>	<u>3,023,929.45</u>	<u>2,867,862.61</u>
TOTAL OPERATING COSTS	3,450,243.94	2,884,359.65	3,252,463.59	3,322,941.72	3,866,766.19	4,095,490.66	5,152,835.43	4,513,633.11	3,564,966.81	3,372,918.67
NET PROFIT/(LOSS) ON OPERATIONS	800,026.73	1,493,526.82	1,530,483.06	2,097,689.27	2,956,443.90	3,852,532.44	3,514,188.39	2,244,635.26	(1,642,592.45)	3,487,462.14
CAPITAL EXPENDITURES	1,461,432.32	1,427,018.23	1,443,675.76	1,251,559.31	1,468,180.97	1,101,456.37	805,729.08	1,975,806.82	227,001.52	1,161,479.84

2001

RE: Parking Special Assessment Districts

Dear Property Owner:

In response to your request, I am forwarding information on parking special assessment districts in the city of Birmingham. Currently, there are two special assessment districts, Peabody and Chester, for parking structures in Birmingham.

In each parking special assessment district, every commercial property has been charged with a primary assessment. These assessments have been based on several factors, including the size of property, its location in the central business district and its use. These assessments are payable in a maximum of ten (10) annual installments. Some properties also have deferred assessments levied against them. These assessments are based upon the future potential for development of the property. Properties that are fully developed under the zoning ordinance have no deferred assessments. Deferred assessments only become due when an existing building is increased in size by more than five percent (5%) or when any building is developed on a vacant site.

The parking assessment formula, first designed in the early 1950s, used various distance, size and location factors, which weighted the assessment toward potential benefit. Further, the formula gave a very significant (90%) weighting to land size and a very small (10%) weighting to existing building size. The theory under which the formula was derived was that equity would best be served by assessing for parking based upon future potential development. Vacant land, therefore, was weighted heavily. In the early 1980s, after studying the city's parking needs, the assessment formula was revised to place additional emphasis upon existing buildings and less emphasis upon land, given that the central business district has been substantially developed relative to the development that existed decades ago. The current formula, therefore, has a fifty-fifty (50% land, 50% building) allocation between land and building. Overall, the goal is to have a formula that would assess properties that create a great deal of parking demand at higher levels than those properties that create very little parking demand. Properties such as parking lots, green space or unused vacant land would be assessed at the lowest rates.

The current parking assessment formula shifts the weighting from potential use to current use, while still maintaining distance, size and location factors, which further provide an assessment, based upon benefit. Also, a provision in the formula allows for a future (deferred) payment to become due should an underutilized property, which has a low assessment, be developed at some future time. However, a provision in the city code allows for cancellation of deferred assessments if the construction or development taking place on the property being assessed results in a building or structure that is residential or primarily residential in character.

INFORMATION ONLY

The deferred assessment concept is rather unique. It was first utilized in the special assessment of the Peabody Parking Structure. The deferred assessments on the Peabody structure were computed based upon the difference between a 2.0 floor area ratio (F.A.R.) and a property's current floor area ratio. Properties with a F.A.R. greater than 2.0 would not have a deferred assessment. The deferred assessments on the Chester Parking Structure were computed based on the difference between a 1.0 F.A.R. and a property's current F.A.R. Properties with a F.A.R. greater than 1.0 would not have a deferred assessment. Therefore, there now exist two special assessment rolls with deferred assessments, one based on a F.A.R. of 2.0 and one, the most recent assessment roll, based on a F.A.R. of 1.0. However, by 1989, all zoned districts within the parking assessment district were changed from a 2.0 to 1.0 F.A.R.

The deferred assessment would be payable in full at the time a building permit was pulled to further development of the site. A property owner would have the option, however, to pay his deferred assessment in advance at the time the primary assessment was due. By electing this option, the owner could have his deferred assessment financed over the same period as the primary assessment if he felt further development of his site were imminent and did not wish to deal with a lump sum payment at some later date.

I have attached, for your perusal, Chapter 94 Section 15-17 of the city code for off-street parking assessments. I trust I have been responsive to your request and, hopefully, this information will help you to better understand the deferred assessments levied against your property.

Sincerely,

Janet M. Laing
Deputy Assessor

Enclosures

APPENDIX "E"

PE: Parking Structure Special Assessment Formula

For your information, I have briefly outlined the parking structure special assessment formula used to create a special assessment roll.

Formula: Land Frontage
Overall Weight 25%
Factors:
Distance 1-10
Merchandising 1-3
Land Area
Overall Weight 25%
Factors:
Distance 1-10
Merchandising 1-3
Building Area
Overall Weight 50%
Factors:
Distance 1-10
Merchandising 1-3
Parking Demand 1-5

Additional feature: Deferred assessment for underdeveloped property.

Typical project cost allocation:
Current SAD share 40%
Parking system share* 60%

*The parking system share includes the deferred assessments. The deferred SAD share would be advanced by the parking system to be potentially repaid in part or in full at some time in the future. The deferred assessments portion of the parking system share is computed using the procedure outlined in Attachment A.

Within each weighted category of the special assessment formula (i.e., Land Frontage, Land Area, Building Area), there are several factors used to determine the benefits each particular piece of property receives from a given parking project. These factors are described as follows:

- a) Distance Factor - This factor is determined by a property's distance from the proposed parking facility. The theory is simply the further a property is located from the facility,

the less it benefits from that facility. This factor is weighted from 1 to 10.

- b) Merchandising Factor - This factor is a location factor determined by the property's distance from the Maple-Woodward intersection. The theory is that the closer a property is located to the center of the central business district, the more it benefits from the parking system. This factor is weighted from 1 to 3.
- c) Parking Demand Factor - This factor only relates to the building portion of the overall assessment. A factor from 1 to 5 is computed based upon the actual parking demand created by a particular building. The parking demand is calculated based upon the guidelines in the zoning ordinance. The theory behind this factor is that the greater demand a building creates, the more it benefits from the parking system.

*** Deferred Parking Assessments: This concept stems from the desire to lessen the special assessment burden on currently under-utilized property (with little current parking demand) while maintaining an appropriate future burden which becomes due upon future development. Under the current formula, each property with a Floor Area Ratio (FAR) of less than 2.0 would have a deferred assessment computed based upon the difference between 2.0 and its current FAR. This assessment is calculated in the same manner as the primary assessment and would approximate what the additional primary assessment would be if the building were built to its maximum potential at the time of assessment. The deferred assessment is labeled "deferred" because it only becomes due if and when the existing site is further developed. The deferred assessment is payable in full at the time a building permit is pulled to further develop a site. A property owner has the option to pay his deferred assessment, in advance, at the time the primary assessment is due. By electing this option, the owner can have his deferred assessment financed over the same period as the primary assessment if he feels further development of his site is imminent and does not wish to deal with a lump sum payment at a later date. A final feature of the deferred assessment is that it is prorated based upon development to an FAR of less than 2.0.

** ORDINANCE AMENDMENT, ADOPTED 3-13-89, CHANGED FAR FROM 2.0 TO 1.0 TO CONCUR WITH ITS REDUCTION IN ZONING ORDINANCE.*



***Bolt* Refresher**

Introduction

In December of 1998, the Michigan Supreme Court published its decision in *Bolt v. City of Lansing* (587 N.W.2d 264) in which the Court held that a storm water service charge was actually a disguised tax imposed in violation of the Headlee Amendment to the Michigan Constitution. The Headlee Amendment prohibits a unit of local government from levying any new tax without the approval of a majority of the qualified electors of the unit of local government voting thereon.

Storm Water Service Charge

The City of Lansing adopted an ordinance creating a storm water enterprise fund to finance the separation of a remaining portion of the city's combined sanitary and storm sewers. Under the ordinance, the fund would bear a portion of the costs of a combined sewer overflow control program (the "CSO Program"). The city implemented the CSO Program as part of its attempts to comply with the federal Clean Water Act and the National Pollutant Discharge Elimination System requirements thereunder. The city allocated fifty percent of the costs of the CSO Program over a period of 30 years to the storm water disposal system, which share of the CSO Program costs was to be paid from revenues of an annual storm water service charge. The fee was "imposed on each parcel of real property located in the city using a formula that attempt[ed] to roughly estimate each parcel's storm water runoff." *Bolt* at 267. The ordinance allowed the imposition of additional charges, property liens, and attorneys' fees to collect delinquent fees.

Is it a "Tax" or a "User Fee"?

The city billed Alexander Bolt \$59.83 for his 5,400-square foot property, and Bolt filed suit on the grounds that the ordinance violated the Michigan Constitution. The Court concluded that the fee imposed by the ordinance was a tax and not a valid user fee. The Court based its analysis on the general proposition that a fee is exchanged for a service rendered or a benefit conferred, with some reasonable relationship existing between the fee and the value of the service or benefit, while a tax is designed to raise revenue for the benefit of the public at-large (internal quotations and citations omitted). The Court then reiterated the three primary criteria on which to determine whether a particular charge is a true user fee or a tax. The three criteria are:

1. A user fee must serve a regulatory purpose rather than a revenue-raising purpose;
2. A user fee must be proportionate to the necessary costs of the service and correspond to any benefit conferred by the service; and
3. A user fee must be for a commodity or service voluntarily used.

The Court based its conclusion on several factors, including:

- a. **The fee was not proportionate to the necessary costs of service or benefit conferred.** The Court noted that the fee applied to all of the city's property owners even though 75 percent of the city's property owners were already served by a separated sewer system, many of whom previously paid for system separation through special assessments.
- b. **The ordinance and the fee served a revenue-raising purpose rather than a regulatory purpose.** First, the ordinance and the fee did not fully serve a regulatory purpose. They only addressed storm water runoff and not pollutant elimination, since storm water runoff would not be treated before being discharged into a river. Second, the fund replaced revenues previously provided by general fund revenues from property and income taxes. Third, most of the costs of the CSO Program to be paid by the fee and the fund were for capital improvements, the useful life of which would outlive the 30-year period in which the fee was to be charged and which would benefit the public at-large.

- c. **The fee was “effectively compulsory.”** Property owners had no choice whether to use the storm water disposal system and could not limit the use of the service without giving up rights of property ownership.
- d. **Collection of the fee could be secured by property lien.** The Court recognized that the ability to impose a property lien for unpaid fees would not transform a proper fee into a tax. However, where, as in the *Bolt* case, the fee was disproportionate to the necessary costs of the service and benefit conferred, the ability to lien property to collect the fee supported the conclusion that the fee was actually a disguised tax.
- e. **The fee was billed through the city assessor’s office and was sent with the December property tax statements.**

Key Points

- The *Bolt* decision does not prohibit usage-based utility charges. However, such charges must reflect the actual costs of use, metered with relative precision in accordance with available technology, and such charges may include some capital investment component.
- User fees should reflect the actual cost of use of a service provided, and such fees should be borne by those who stand to benefit from the service financed with such fees.
- User fees should be imposed in connection with a voluntary service, where those intended to use and benefit from such service have some control over whether to use the service.
- User fees should fully serve the regulatory purpose for which they are intended.
- Billing methods for such user fees should be consistent with the method used for other usage-based services.
- The *Bolt* decision gave rise to a number of cases with varied treatment of “user fees” and “taxes.” Caution and a careful analysis should be used when considering a new “user fee.”

This publication was written by the law firm of Dickinson Wright PLLC.

BOLT VS CITY OF LANSING

A Taxing Question for Michigan's Local Governments

By Mark Nettleton

In 1978, Michigan voters adopted the “Headlee Amendment” to the Michigan Constitution. The amendment revised existing provisions and added new ones including an express limitation on the ability of local governments to enact new taxes or increase existing taxes without a vote of the electors. Following the adoption of the Headlee Amendment, taxpayers began to challenge local government fees, such as sewer and water connection fees, on the basis that the fees were invalid and impermissible taxes.

In 1998, the Michigan Supreme Court decided the seminal case, *Bolt v City of Lansing*, to address the “fee” versus “tax” question. Since the *Bolt* decision, local governments have struggled to determine whether proposed or adopted fees would survive a “*Bolt* challenge” by a taxpayer, thus raising a taxing question for local governments.

VALID USER FEE VERSUS AN INVALID TAX

Municipalities frequently charge numerous fees: application fees; permit fees; sewer and water connection fees; cable franchise fees; and commodity fees. In *Bolt*, the Michigan Supreme Court tried to clarify when such fees are valid.

The city of Lansing had, for many years, a combined sanitary sewer and storm water system. During heavy rain events, the combined sewer systems became overwhelmed and untreated or partially treated sanitary sewage flowed into the Grand and Cedar Rivers.¹ The city sought to remedy the overflow by separating the storm sewers from the sanitary sewers. At that time, the estimated cost to separate the two systems was \$176 million over 30 years.² To pay the project cost, the city imposed an annual stormwater service charge on each parcel of property located within the city. The revenue from the charge was expected to pay half of the capital cost of the separation project; the balance of the cost was to be paid from the city's general fund.

The charge was roughly based on estimated stormwater runoff from each parcel and factored in parcel size and the amount of the parcel covered by impervious surfaces: blacktop, sidewalks, patios, and buildings, for example. Residential parcels under two acres were charged a flat fee. The annual charge was included in the city's property tax bill and, if not paid when due, was considered delinquent and then collected as a delinquent tax.

Alexander Bolt, a property owner within the city of Lansing, challenged the annual stormwater fee alleging the fee was an impermissible tax imposed without a vote of the city's electors, in violation of *Headlee*. The Michigan Supreme Court agreed.

In invalidating the fee, the Court noted that a valid user fee is “exchanged for a service rendered or a benefit conferred, and some reasonable relationship exists between the amount of the fee and the value of the service or benefit.”³ In contrast, taxes are “exactions which are imposed primarily for public rather than private purposes.... Revenue from taxes, therefore, must inure to the benefit of all, as opposed to exactions from a few for benefits that will inure to the persons or group assessed.”⁴ The Court held that a valid fee must serve a “regulatory purpose,” but concluded that the city's fee was imposed to raise revenue, as evidenced by the city's intent to use the revenue to pay half of the cost of the project. The Court also determined that the

¹ *Bolt* at 155; ² *Id.*; ³ *Id.* at 161; ⁴ *Id.*; ⁵ See *Graham v Township of Kochville*, 236 Mich App 141 at 155 (1999); ⁶ See *Mapleview Estates, Inc v City of Brown City*, 258 Mich App 412 (2003); see also *Graham at v Township of Kochville*, 236 Mich App 141, 155-156; ⁷ See *Lapeer County Abstract & Title Co. v Lapeer County Register of Deeds*, 264 Mich App 167 (2004); ⁸ See *Wheeler v Charter Township of Shelby*, 265 Mich App 657 (2005); ⁹ See *Meadows Valley, LLC v Village of Reese*, Case No. 309549 (Mich Ct App, unpublished opinion, 06/11/2013); ¹⁰ See *Tobin Group LLP v Genesee County*, Case No. 248663 (Mich Ct App, unpublished opinion, 12/14/2004); ¹¹ See *In re Petition for Foreclosure of Certain Parcels of Property v Township of Chesterfield*, Case No. 309229 (Mich Ct App, unpublished opinion, 05/27/2014); see also *County of Jackson v City of Jackson*, 302 Mich App 90 (2013)

amount of the fee was not proportionate to the service provided to those paying the fee because the fee was imposed on properties that were already served by separated storm sewers. Without such a corresponding benefit, the fee is no different than a tax imposed on all property owners. Finally, the Court determined that the fee was not voluntary—Mr. Bolt could not avoid paying the fee.

According to the *Bolt* Court, in order for a fee to be valid and not an impermissible tax, the fee must:

- 1 **SERVE A REGULATORY PURPOSE AND NOT BE IMPOSED SOLELY FOR A REVENUE-RAISING PURPOSE;**
- 2 **BE REASONABLE AND PROPORTIONATE TO THE COST OF THE SERVICE PROVIDED; AND**
- 3 **BE VOLUNTARY—A USER MUST HAVE A WAY TO LIMIT THE AMOUNT OF THE SERVICE USED AND THE FEE INCURRED.**


The Court noted that the three criteria are not to be considered in isolation, and subsequent courts have held that the criteria should be considered “in their totality,” such that a “weakness in one area would not necessarily require a finding that the charge at issue is not a fee.”⁵

WITHSTANDING A *BOLT* CHALLENGE

Since Bolt, numerous challenges to fees have been filed and decided. Courts have upheld mandatory connection to, and connection fees for public sewer and water;⁶ utility debt service fees; fees for copying public microfilm records;⁷ waste hauler fees;⁸ sewer “ready to serve” charges;⁹ and sanitary sewer and public water capital improvement charges,¹⁰ to name a few. Key to upholding these fees are the facts underlying the fee structure. Fees that pay for, or approximate, the municipality’s cost to provide the service to only those customers that benefit from the service, serve both a regulatory purpose and are proportionate. Further, even where payment of the fee is mandatory, such as a sewer or water connection fee, if the customer can regulate its use of the commodity (by using less water, for example), the courts are more likely to determine that the fee is “voluntary” under the Bolt “test.”

Fees are typically invalidated when they are imposed for a revenue-raising purpose, or when the fee is disproportionate to the cost of the service provided.¹¹

CONCLUSION

When enacting new fees or adjusting existing fees, local governments must carefully analyze whether the fee complies with the three-part Bolt test to ensure the fees will not be invalidated. 

Mark Nettleton is an attorney with Mika Meyers Beckett & Jones. You may contact him at 616-632-8048 or mnettleton@mmbjlaw.com.

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**Mika Meyers
Beckett & Jones PLC**

900 Monroe Ave NW Grand Rapids, MI 49503
mmbjlaw.com 616-632-8000

4.45 PK-01 General Parking Standards

This Parking Standards section applies to the following districts:



The following parking standards apply:

- A. Duty of Continuing Compliance: The owner and occupants of real estate on which new buildings have been built after March 31, 1958, and the owner and occupants of real estate on which buildings, whether built before or after March 31, 1958, are substantially altered or additions made thereto after March 31, 1958, shall have the duty to provide and maintain the off-street parking requirements of this Article. The building official may require a written designation of the required off-street parking area in recordable form. Upon any transfer of title to the real estate on which such building or buildings are located, the transferee or transferees and the occupants shall have the continuing duty to maintain the off-street parking requirements of this chapter. It shall be unlawful for the owner and occupants of any building subject to this chapter to discontinue or change, or to cause the discontinuance or change, of the required off-street parking without establishing, prior to such discontinuance or change, alternative off-street parking which meets the requirements of and is in compliance with this Article.
- B. Plans Required: Plans must be submitted to the Planning Board or the Historic District Commission showing how the required parking spaces shall be arranged in the area supplied for that purpose, so as to indicate sufficient space for parking maneuvers, as well as adequate ingress and egress to the parking area.
- C. Site Plan Approval: Plans for all property utilized for the temporary storing of motor vehicles, except when the property so used is located in a district zoned single-family residential by this chapter and the area thereof accommodates 3 or fewer vehicles, shall be submitted to the Planning Board for non-historic site plan approval or the Historic District Commission for historic site plan approval, in accordance with the regulations as set forth in the Site Plan Review Section in Article 7.
- D. Certificate of Occupancy and Use: No certificate of occupancy and use will be issued upon completion of any building or the extension or addition thereto unless and until all off-street parking space requirements, shown on the plans, or made a part of the building permit, are in place and ready for use.
- E. Off-Street Parking:
1. The off-street parking facilities required under this article shall be used solely by the occupants, employees, visitors, patrons, clientele for motor vehicles. The storage of merchandise, motor vehicles for sale, or the repair of vehicles is expressly prohibited.
 2. Off-street parking facilities shall be provided in an amount not less than specified in this article, for the parking of self-propelled vehicles for the use of the occupants, employees, patrons and clientele of:
 - a. Buildings erected after March 31, 1958; and
 - b. Buildings erected prior to March 31, 1958, at such time that any addition or extension is made to such building.
 3. Whenever the use of any lot or building is changed and under the provisions of the Zoning Ordinance, the new use is required to provide more parking space than was provided for the prior use, all required parking must be provided in an area which meets the requirements of Section 4.54 and the provisions of Chapter 110 of the Birmingham City Code.
 4. Off-street parking spaces being provided as of March 31, 1958, for the parking of automobiles to serve an existing building or use shall not be reduced to an amount less than that hereinafter required for a similar new building or use.
 5. Whenever by virtue of this article, parking facilities must be provided for a building which is used or is to be used for more than one of the types of uses referred to in this article, parking facilities must be provided for each and all of such uses.
 6. Fences are required in connection with off-street parking facilities in accordance with the regulations of Section 4.54.
- F. Additional Parking: In any district, a residential building being used for nonresidential purposes, except places of public assembly, shall provide in addition to the off-street parking space or spaces for the dwelling units required under Section 4.45(A), Section 4.46, Section 4.50, and Section 4.51 off-street parking in the same amounts set forth in Table A for that portion of the floor area which is being utilized for nonresidential purposes.
- G. Methods of Providing Parking Facilities: The required off-street parking facilities for buildings used for other than residential purposes may be provided by any one of the following methods:
1. By providing the required off-street parking on the same lot as the building being served, or where practical, and with the permission of the City Commission, the area in the public right-of-way abutting the property in question may be included as a portion of the required parking area if such area is improved in accordance with plans which have been approved by the engineering department.
 2. By providing the required off-street parking within 100 feet of the building being served, distances being measured along the most direct line of public pedestrian access.
 3. By the collective provisions of the required off-street parking for 2 or more buildings or uses, provided that the total of such off-street parking areas shall not be less than the sum of the requirements of the various buildings or uses computed separately, and the location of such area meets the requirements of subsection (2) of this section, except as provided in Section 4.45(G)(4) below.
 4. By the shared provisions of the required off-street parking for 2 or more buildings or uses, which has been approved by the Planning Board. Shared parking between uses is based on the fact that certain neighboring uses may operate at different times over a 24-hour period with their greatest demand for parking occurring during different times. By allowing uses to share a parking facility, the amount of impervious land in the city may be reduced.
 - a. The total number of combined spaces required for each use may be reduced by up to 50% upon the Planning Board making the determination that the peak parking demands of the uses being served occur at different

INFORMATION ONLY

times and the parking area meets the anticipated demands of all the uses. The Planning Board will make this determination based upon the following information, to be provided by the petitioner:

- i. The peak hours of operation for each use.
 - ii. The average parking demand and the peak parking demand for each use, based on reliable data. Such data will include actual parking counts for these uses, or at similar uses or actual parking counts are not available, reliable traffic/parking demand models may be used.
 - iii. The impact of shared parking arrangement on adjacent uses.
 - iv. Written legal evidence in the form of deeds, leases or contracts that establish the shared parking facility.
- b. Once a shared parking arrangement is approved by the Planning Board, such arrangement must be recorded on the land titles for all affected properties. If a shared parking arrangement is subsequently terminated, or if the uses change, Planning Board approval shall be automatically revoked and each use shall be required to comply with the requirements of this section.
- c. The petitioner(s) shall be responsible for any costs incurred by the city in contracting with consultants to review the proposed site plan as deemed necessary by the Community Development Director.
5. By payment of a special assessment levied against the entire building site where the special assessment district has been created for purposes of constructing a municipal parking facility.
- a. Required conditions. The following regulations shall apply to all lands in a parking assessment district unless otherwise provided:
- i. The maximum allowable floor area ratio (FAR) in the parking assessment districts shall not exceed 100%, except that the maximum usable floor area may be increased up to 200% by providing 1 parking space for every 300 square feet over the maximum 100% FAR.
 - ii. Religious institutions in the parking assessment district are exempt from this maximum FAR provision.
 - iii. In the case of religious institutions and buildings occupied by nonprofit organizations providing services to the general public, by securing permission to use the parking facilities of other buildings within 500 feet of the religious institution or community center building when such other building is not normally open, in use, or in operation during the principal hours of use of such religious institution or community center building. Permission to use such other parking facilities shall be evidenced in writing for a period of not less than 1 year. In the case of nonprofit organizations, the parking to be shared must be in a parking or commercial district.
 - iv. In the case of the parking area needed to meet the requirements of the ordinance being in a separate ownership from the building: a permanent exclusive use easement for the required parking with adequate ingress and egress to a public street must be submitted to the city, and such easement must be recorded in the county register of deeds.

(Ord. No. [2291](#), 10/08/2018)

Effective on: 5/13/2020



Jana Ecker <jecker@bhamgov.org>

Fwd: 10 year history of APS fund

1 message

Tom Markus <tmarkus@bhamgov.org>

Sat, Oct 8, 2022 at 6:25 AM

To: Brad Host <bhost@bhamgov.org>

Cc: City Commission <city-commission@bhamgov.org>, Department Heads <departmentheads@bhamgov.org>

Per your item number 2 request please see attached email from Mark Gerber with the 10 year history. This information is available on our website including 12 years of our annual financial reports.

----- Forwarded message -----

From: **Mark Gerber** <mgerber@bhamgov.org>

Date: Fri, Oct 7, 2022 at 4:50 PM

Subject: 10 year history of APS fund

To: Tom Markus <tmarkus@bhamgov.org>, Jana Ecker <jecker@bhamgov.org>

Please see attached.

--

Mark Gerber, CPA
Finance Director/Treasurer
City of Birmingham
151 Martin Street
PO Box 3001
Birmingham, MI 48012-3001
(248) 530-1814 phone
(248) 530-1090 fax

Important Note to Residents

Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at www.bhamgov.org/citywideemail.

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You received this message because you are subscribed to the Google Groups "DepartmentHeads" group.

To unsubscribe from this group and stop receiving emails from it, send an email to departmentheads+unsubscribe@bhamgov.org.

To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/departmentheads/CALPLqChArjzELWcXA12ZF9-Tz63Pn3OhgjkG-0y73BTdUxSQQA%40mail.gmail.com>.

 **10 YEAR HISTORY OF APS FUND.pdf**
57K

CITY OF BIRMINGHAM
AUTOMOBILE PARKING SYSTEM
INCOME STATEMENT - 10 YEAR HISTORY

GL NUMBER	BALANCE AS OF 06/30/2013	BALANCE AS OF 06/30/2014	BALANCE AS OF 06/30/2015	BALANCE AS OF 06/30/2016	BALANCE AS OF 06/30/2017	BALANCE AS OF 06/30/2018	BALANCE AS OF 06/30/2019	BALANCE AS OF 06/30/2020	BALANCE AS OF 06/30/2021	BALANCE AS OF 06/30/2022
Fund 514.1 - AUTOMOBILE PARKING SYSTEM										
<u>REVENUES</u>										
CHARGES FOR SERVICES	4,222,392.31	4,323,821.23	4,738,536.47	5,350,823.56	6,811,167.80	7,881,617.90	8,128,648.27	5,999,216.95	1,882,411.63	7,419,530.90
INTEREST AND RENT	5,439.56	54,079.54	44,410.18	57,879.12	13,455.65	66,405.20	538,375.55	759,051.45	9,680.73	(559,988.09)
OTHER REVENUE	<u>22,438.80</u>	<u>(14.30)</u>	<u>-</u>	<u>11,928.31</u>	<u>(1,413.36)</u>	<u>-</u>	<u>-</u>	<u>(0.03)</u>	<u>30,282.00</u>	<u>838.00</u>
TOTAL REVENUES	4,250,270.67	4,377,886.47	4,782,946.65	5,420,630.99	6,823,210.09	7,948,023.10	8,667,023.82	6,758,268.37	1,922,374.36	6,860,380.81
PERSONNEL SERVICES	371,971.51	419,025.04	429,386.91	365,214.41	567,169.70	467,696.16	361,102.99	609,100.54	490,713.46	468,376.09
SUPPLIES	41,815.43	42,359.96	39,519.48	36,188.38	59,332.68	62,778.99	57,118.03	48,720.06	50,323.90	36,679.97
OTHER CHARGES	<u>3,036,457.00</u>	<u>2,422,974.65</u>	<u>2,783,557.20</u>	<u>2,921,538.93</u>	<u>3,240,263.81</u>	<u>3,565,015.51</u>	<u>4,734,614.41</u>	<u>3,855,812.51</u>	<u>3,023,929.45</u>	<u>2,867,862.61</u>
TOTAL OPERATING COSTS	3,450,243.94	2,884,359.65	3,252,463.59	3,322,941.72	3,866,766.19	4,095,490.66	5,152,835.43	4,513,633.11	3,564,966.81	3,372,918.67
NET PROFIT/(LOSS) ON OPERATIONS	800,026.73	1,493,526.82	1,530,483.06	2,097,689.27	2,956,443.90	3,852,532.44	3,514,188.39	2,244,635.26	(1,642,592.45)	3,487,462.14
CAPITAL EXPENDITURES	1,461,432.32	1,427,018.23	1,443,675.76	1,251,559.31	1,468,180.97	1,101,456.37	805,729.08	1,975,806.82	227,001.52	1,161,479.84

**BIRMINGHAM CITY COMMISSION
SPECIAL MEETING AGENDA
WORKSHOP
VIRTUAL MEETING ON ZOOM
MONDAY, MAY 10, 2021
MEETING ID: 655 079 760
6:00 P.M.**

WORKSHOP SESSION

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to participate in a discussion regarding Parking Special Assessment District.

I. CALL TO ORDER

(6:00PM)

Pierre Boutros, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

III. Presentation & Discussion

(6:00PM-6:05PM - 5 minutes)

Introduction – Tom Markus, City Manager

A. Presentation

1. Birmingham Automobile Parking System Defined
2. What is a Special Assessment District?
3. Where is The Parking Assessment District?
4. The City is Granted Legal Authority to Create Special Assessments, Including a Special Parking Assessment District.
5. Historical Information
6. Map Of Original Separate PSAD
7. Funding Chart of Each Structure
8. Formulas – Past and Present
 - a. Parking Demand Factor
 - b. Special Use Factor
9. Funding

B. Discussion - Where Do We Go From Here?

- a. Does the Commission want to have ongoing discussions regarding these issues in the near future or to wait until there is occasion to implement change?
- b. If there is a lot or structure developed in the Triangle District, should there be a new and separate PSAD? Or, should it be added to the existing PSAD?

- c. Should there be an ongoing assessment in the PSAD for major repairs, and if so, what would be the formula? Or, are the user fees that are currently being collected for the parking system sufficient and equitable?
 - i. Who would be on the roll, and what percentage of share be assessed against property owners versus the Birmingham Automobile Parking System?
- d. Should new development to an existing building that has already paid into the PSAD in its initial assessment be required to have a new assessment based upon increased density?
- e. If property owners outside the PSAD request to "buy in" to the PSAD should they be allowed to? If so, which formula should be used to assess costs to them?

IV. Public Comment

V. ADJOURN

This meeting is open to the public and the public is welcome to attend.

PLEASE NOTE: This meeting will be held virtually on Zoom.

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

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

Special Parking Assessment District Workshop

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BIRMINGHAM AUTOMOBILE PARKING SYSTEM

- Created by ordinance in December of 1954
- For the purpose of traffic control, public benefit, welfare and safety
- System includes all parking matters where fees or charges are collected

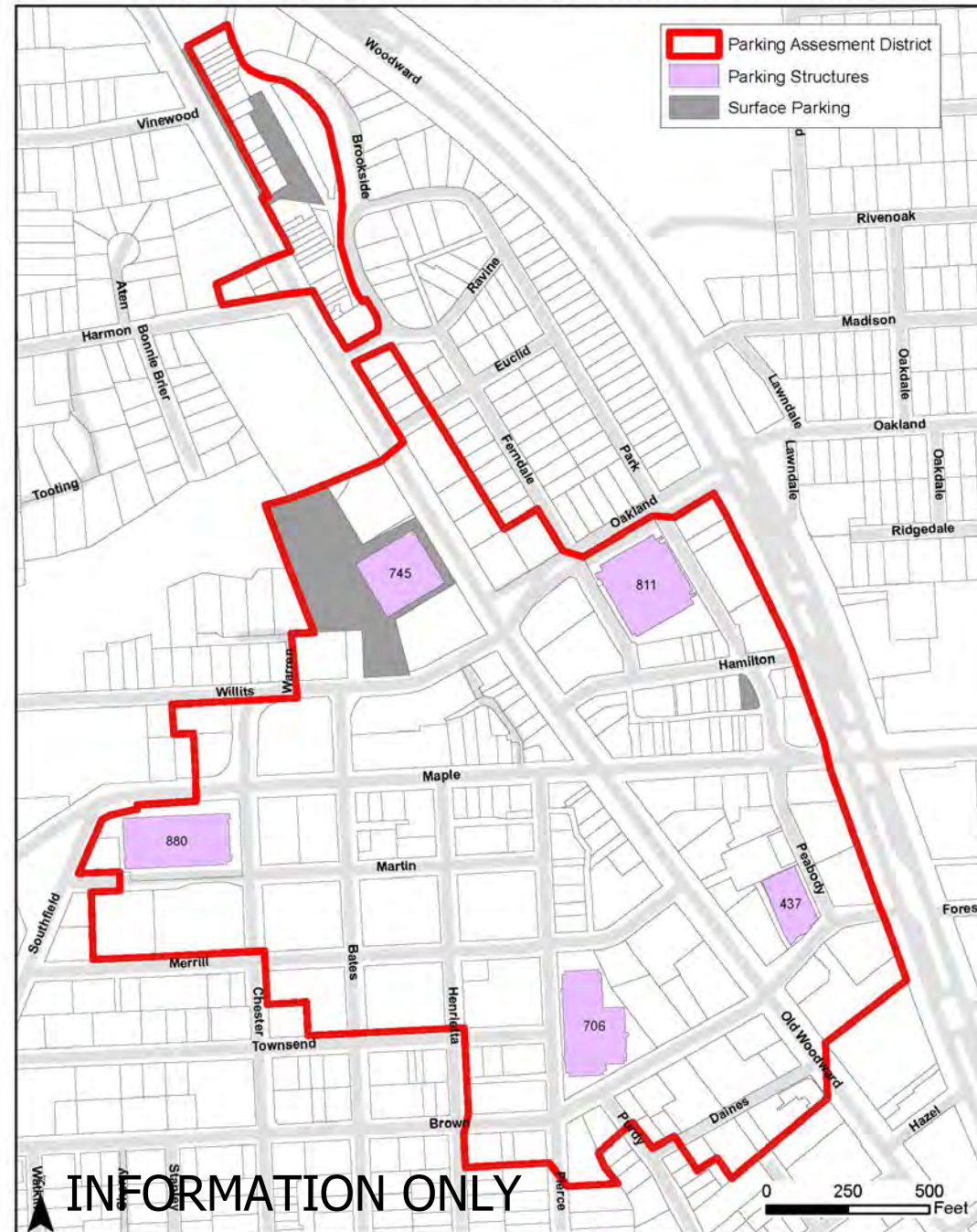
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What is a Special Assessment District?

- A special charge imposed on real property
- Assessed in order to pay or defray costs of a specific service or public improvement
- One of the best ways to ensure property owners that benefit from a special project shares the costs
- Multi-step process, including public hearings

City of Birmingham Parking Assessment District

Where is the Parking Assessment District?



The City is granted legal authority to create special assessments, including a Parking Special Assessment District.

- State law – MCL § 117.4d – general authority
- MCL § 125.981 and §125.982 Principal Shopping District
- Charter at Chapter 10
- Ordinances at Chapter 94
- Specifically 94-15

HISTORICAL INFORMATION

- July 18. 1950 Off Street Parking Committee in an attempt to find solutions to the public parking problems offered the City Commission and the Planning Commission 6 different plans to fund public parking
- Each plan had different ways to pay which included full City obligations, public parking system funding and benefited businesses with special assessment
- At that time, it was forecasted and contemplated that parking charges would be used to pay operating expenses and accumulate funds for erecting multi-level sites and additional sites when needed
- It was contemplated that after completion of the original installation of the first lot, “new business enterprises should either incorporate adequate provision for parking in their plans or be assessed fully for the need it provided by the City”
- 1954 created the first Assessment District for Merrill Lot
- Purpose was and remains to address the needs of the properties in the business district

HISTORICAL INFORMATION (Continued)

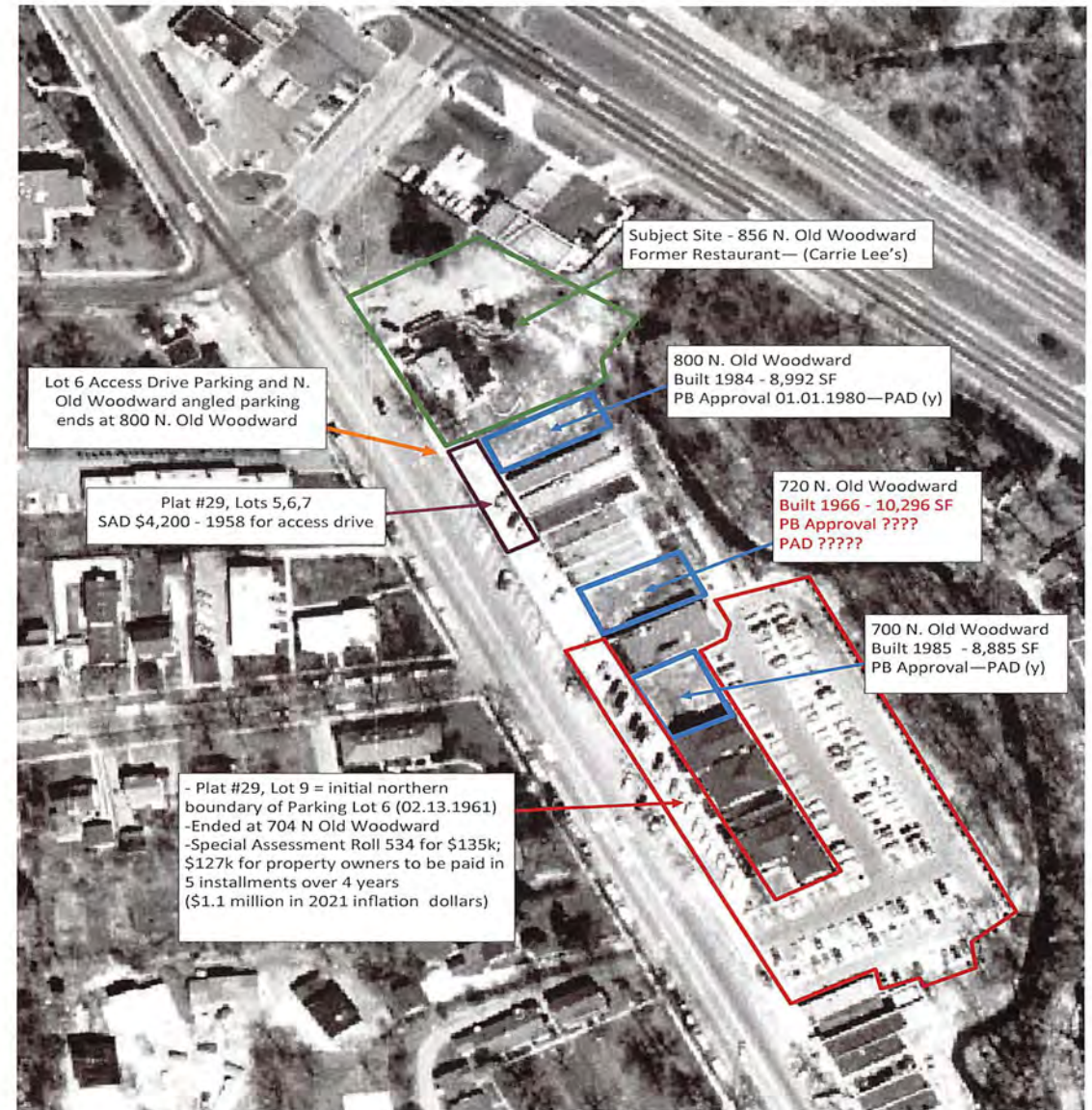
- Throughout the 1950's – 1980's discussions regarding lots – much like today
- 1957 & 1958 ordinance of PSAD was created
- As the City grew so did parking needs
- Mid 60's new discussion regarding equitable formula
- Formula then focused on potential growth
- First structure in Lot 5 created thought towards a 40% assessment to property owners and 60% from parking system
- Ultimately a 10%/90% split
- 1973 structure constructed 40%/60% split in 10 payments
- 1982 – formulas revised with Brown Street structure
- Factors to formula change to a greater focus on building character vs. land amount.
- 1989 Chester Street structure built and assessed 15% in S.A. 85% from parking system
- In later years formula
- Emphasis upon existing buildings as demand decreased because central business district substantially developed

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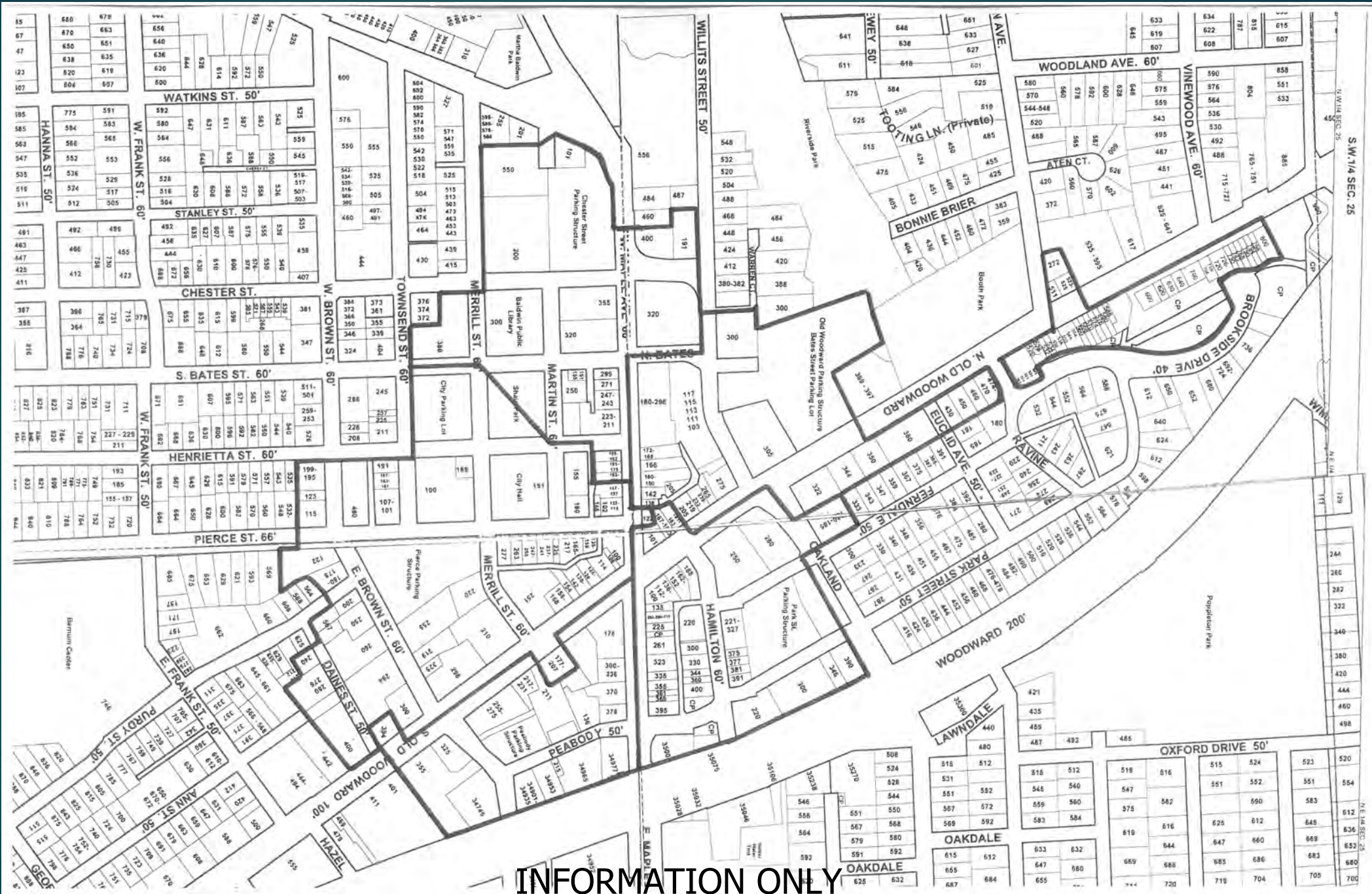
MAP OF ORIGINAL SEPARATE PSAD

Lot 6 Parking Assessment District history research

1963 Aerial Image of N. Old Woodward



INFORMATION ONLY



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Chart of Each Structure

	N. Old Woodward	Pierce	Park	Peabody	Chester
Year Built	1966	1968'	1974	1984	1989
Est. Total Cost	\$ 1,174,800	\$ 1,924,500	\$ 2,078,375	\$ 3,680,000	\$ 11,475,261
Construction Cost	\$ 1,016,600	\$ 1,543,900	\$ 1,754,350	\$ 2,743,000	\$ 9,870,000
Number of Parking Spaces	745	706	811	437	880
Number of Monthly Permits Issued	900	550	813	386	1081
Monthly Parking Rate	\$55	\$65	\$60	\$65	\$45
Date Bond Sale Approved by Commission	3/14/1966	1/8/1968	6/14/1973	6/6/1983	9/15/1988
Amount bonded	\$ 1,500,000	\$ 1,565,000	\$ 2,000,000	\$ 2,700,000	\$ 10,000,000
% of total cost assessed	10%	10%	40%	40%	15%
Total assessment	\$ 117,480	\$ 192,450	\$ 831,350	\$ 1,472,000	\$ 1,586,828
Deferred assessment					\$ 134,965

INFORMATION ONLY

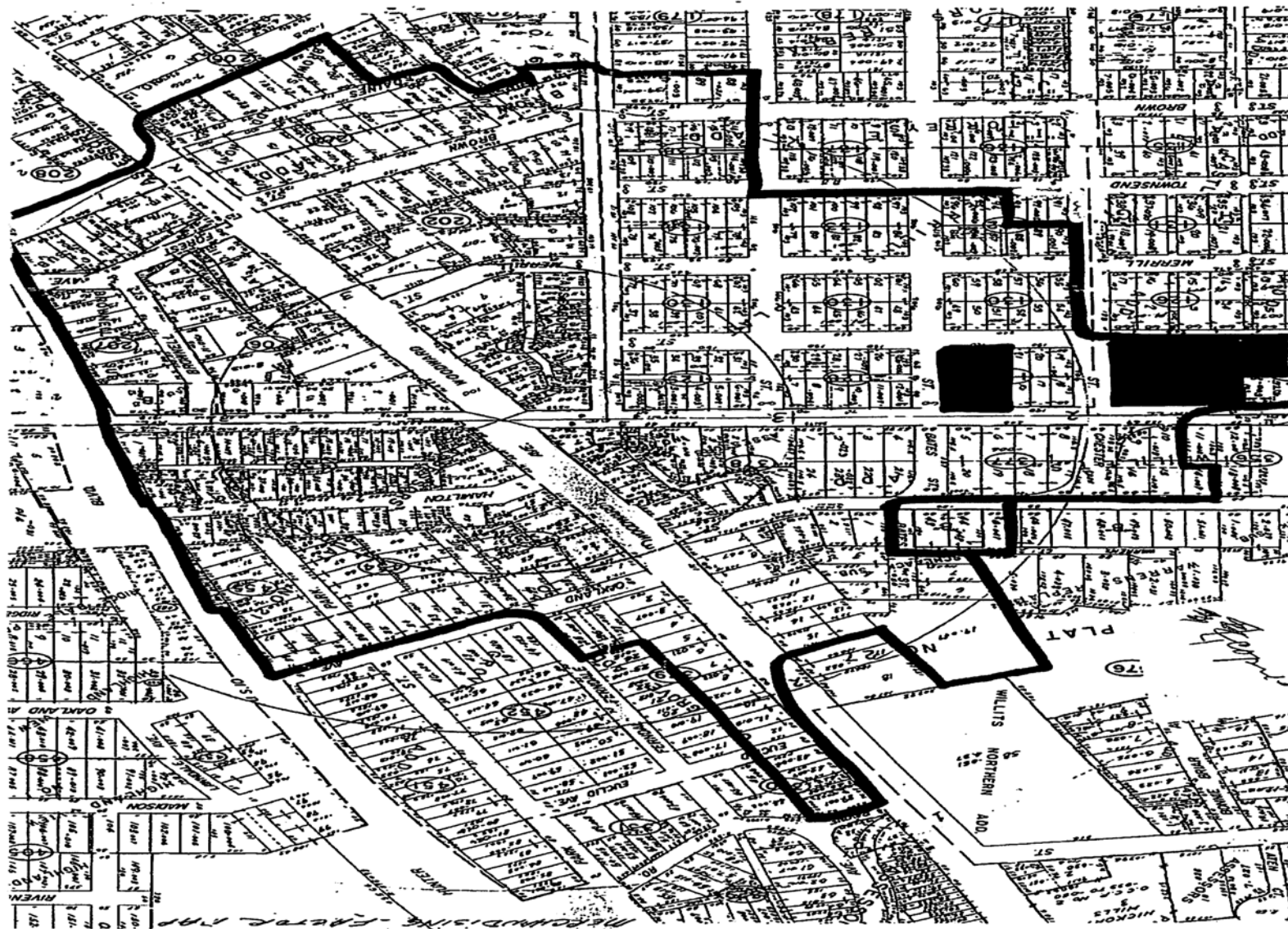
FORMULAS

The accompanying map shows the criteria for determining the distance and merchandising factors.

The current formula gives a 50% weighting to land size and a 50% weighting to building size. The formula has within each weighting category (i.e. Land Frontage, Land Area and Building Area) several factors that are used to determine the benefits each particular piece of property receives from a given parking project. These factors are as follows:

- Distance Factor: This factor is determined by a property's distance from the proposed parking facility. The theory is simply that the further a property is located from the facility, the less it benefits from that facility. This factor is weighted from 1 to 10.
- Merchandising Factor: This factor is a location factor determined by the property's distance from the Maple-Woodward intersection. The theory is that the closer a property is located to the center of the CBD, the more it benefits from the parking system. This factor is weighted from 1 to 3.
- Parking Demand Factor: This factor relates to the building portion of the overall assessment. Using the guidelines in the zoning ordinance, a factor from 1 to 5 is computed based upon the actual parking demand created by a particular building. The theory behind this factor is that the greater demand a building creates, the more it benefits from the parking system.

INFORMATION ONLY



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FORMULAS

PAST			PRESENT		
Land Frontage			Land Frontage		
Overall Weight	45%		Overall Weight	25%	
Factors:			Factors:		
Distance	1-10		Distance	1-10	
Merchandising	5-50		Merchandising	1-3	
Land Area			Land Area		
Overall Weight	45%		Overall Weight	25%	
Factors:			Factors:		
Distance	1-10		Distance	1-10	
Merchandising	5-50		Merchandising	1-3	
Building Area			Building Area		
Overall Weight	10%		Overall Weight	50%	
Factors:			Factors:		
Distance	1-10		Distance	1-10	
Merchandising	5-50		Merchandising	1-3	
Building Use	1-5		Parking Demand	1-5	
Typical Project Cost Allocation:			Typical Project Cost Allocation:		
SAD Share	40%		Primary SAD Share	40%	
Parking System Share	60%		Deferred SAD Share	24%*	
Total Cost	100%		Parking System Share	36%	
			Total Cost	100%	

*The Deferred SAD share would be advanced by the Parking System to be repaid in part or in full at some time in the future.

INFORMATION ONLY

PARKING DEMAND FACTOR

Zoning requirements for Parking

Retail/Office	1 space/each 300 square feet
Medical/Office	1 space/each 150 square feet
Service	1 space/each 550 square feet
Restaurant	1 space/each 75 square feet

<u>Parking Demand Factor</u>	<u>No. of Spaces</u>
1	0 – 79
2	80 – 158
3	159 – 237
4	238 – 316
5	317 – 345

Formula for Determining above Factor - Present Demand Factor (Gross Building Area) divided by Zoning Requirements equals Number of parking spaces.

Formula for Potential Parking Demand Factor - Present Demand Factor plus potential Additional Building Area divided by Zoning requirement equals Number of Spaces if fully developed.

Calculation for Parcel No. 08-19-25-456-012

Parking Demand Factor	–	Zoning Requirement	=	No. of Space
1528	-	150	=	10

Deferred Calculation:

Parking Demand Factor	+	Potential Additional Building Area	-	Zoning Requirement	=	No. of Spaces
1528	+	4513	-	150	=	40

Demand Factor “1” for each calculation

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SPECIAL USE FACTOR

The Special Use Factor is used for properties that have, primarily, weekend and evening use of the structures, for example, churches and the Community House.

This factor is applied to the land only and is calculated at $\frac{1}{3}$ of the land frontage factor. All other parcels are calculated at 1.0 times the land frontage factor.

FUNDING

5 STRUCTURES AND 3 LOTS ARE PART OF AUTOMOBILE PARKING SYSTEM

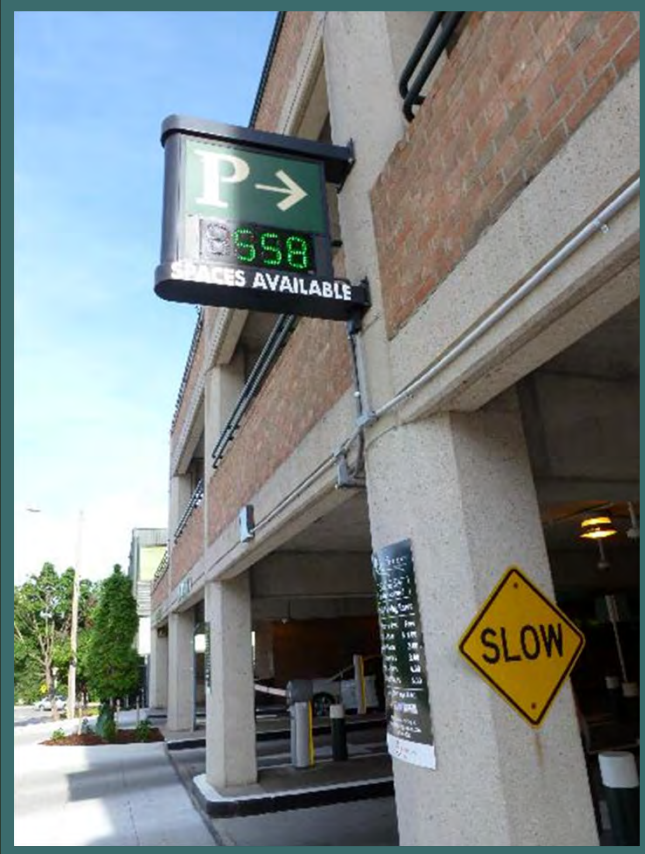
- Uniform budgeting and accounting act as guides for all local government
- MUST follow the Michigan Department of Treasury Uniform Chart of Accounts (MCL § 141.421)
- Parking funds are classified as a special revenue fund and are restricted to parking use only, if the sole source of revenue is from parking meters
- Otherwise, a fund should be established which is an enterprise fund. The enterprise fund is what the City currently uses. While not restricted like a special revenue fund, the purpose of the fund is to record the revenues and expenditures of the City's parking system.

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WHERE DO WE GO FROM HERE?

- Does the Commission want to have ongoing discussions regarding these issues in the near future or to wait until there is occasion to implement change?
- If there is a lot or structure developed in the Triangle District, should there be a new and separate PSAD? Or, should it be added to the existing PSAD?
- Should there be an ongoing assessment in the PSAD for major repairs, and if so, what would be the formula? Or, are the user fees that are currently being collected for the parking system sufficient and equitable?
 - Who would be on the roll, and what percentage of share be assessed against property owners versus the Birmingham Automobile Parking System?
- Should new development to an existing building that has already paid into the PSAD in its initial assessment be required to have a new assessment based upon increased density?
- If property owners outside the PSAD request to “buy in” to the PSAD should they be allowed to? If so, which formula should be used to assess costs to them?

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Downtown Parking District

City of Birmingham Workshop

September 12, 2022

INFORMATION ONLY

Review of May 10, 2021 Workshop

- Map of the district
- Parking special assessments
- First PAD created in 1954
- How each structure was funded
- Formula for calculating each property's special assessment
- Funding restrictions of parking system

A BRIEF HISTORY

- 1940's – First Parking Meters are Installed
- 1955 – 1973 – Eight parcels purchased for parking lots
- 1966 – N. Old Woodward Ave. Parking Structure built
- 1968 – Pierce St. Parking Structure built
- 1970 – Parking Lot #2 split for Ring Road construction
- 1974 – Park St. Parking Structure built
- 1984 – Peabody St. Parking Structure built
- 1989 – Chester St. Parking Structure built



Prior Conclusions:

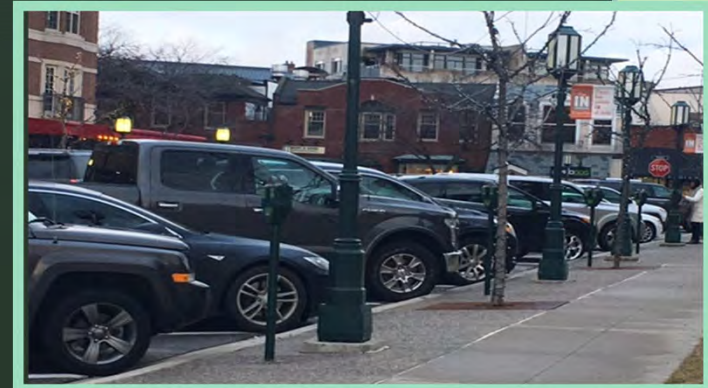
- The City does not have an existing PAD, all have expired
- Revenue from the Downtown Parking District should be used for expenditures within the existing Downtown Parking District as a first priority for equity purposes
- Expenditures on parking related improvements outside of the Downtown Parking District can also be made (ie. For metered parking areas outside the Downtown Parking District)

Review of October 4, 2021 Workshop

1. Do we wish to continue discussion of a Parking Assessment District?
2. Can an on-going special assessment be charged for maintenance or major repairs to existing structures?
3. Should new developments in the Downtown Parking District be re-assessed for increased density?
4. Can property owners outside of the Downtown Parking District buy into it?
5. Should the Triangle District have its own Parking Assessment District or be an extension of the Downtown Parking District?

Future Consideration:

Should we allow residential use of public parking facilities?



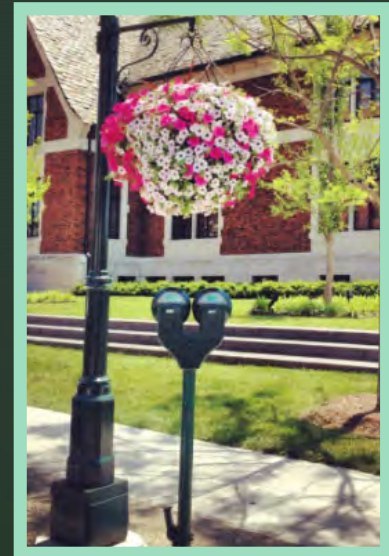
Parking Assessment District Review

- Each Parking Assessment District (“PAD”) was created to special assess property owners within the district for a portion of the construction costs of a new public parking structure
- PADs were active for 20 years after the special assessment roll was confirmed to coincide with the bond debt
- PADs expired after 20 years
- City cannot assess properties under the former assessment after the expiration of PAD
- After expiration of PAD, properties located within the former PAD form the [Downtown Parking District](#)
- The City Commission has the authority to establish a new PAD when a public improvement is proposed for the parking system (such as building a new structure) to cover a portion of construction costs



Automobile Parking System Funding

- Enterprise Fund
 - GASB definition: Proprietary fund type used to report an activity for which a fee is charged to external users for goods or services
- State definition of the Parking System Fund
 - Used to record the revenues and expenses of a municipal owned parking system
 - Primarily funded by loans/advances from General Fund, bond proceeds, and user fees
- User fee – Bolt vs City of Lansing
 - User fee must be proportionate to the necessary cost of service provided



Parking User Fees

- What does this mean?
 - Fees generated by the system must be used for the purposes charged....operating, maintaining or improving City owned parking system
- What is the City owned parking system?
 - Metered on-street parking
 - Metered/permitted parking lots
 - Parking structures
- Parking system funds cannot be used for:
 - Park related enhancements
 - Parking enhancements in the neighborhoods
 - Anything non-parking related



Can the City assess for major repairs or maintenance to existing parking facilities?

- No, as there are currently no PADs in existence to permit such assessments
- Even if there were PADs in existence, the City Code states that assessment funds must be for a public improvement, such as a new parking structure or additional floors added to an existing structure (not repairs or maintenance)
- How does the City fund repairs and maintenance?
 - Intent of the Downtown Parking District is to be self-sufficient
 - Revenues generated to operate and maintain the system, including capital improvements and depreciation
 - If there are insufficient funds to maintain the system, parking fees can be increased to cover expenses

Can the City assess new development within the Downtown Parking District for an increase in density?

- Section 94-3 of the City Code states that the City Commission has the power to defray any portion of a public improvement through a special assessment upon a property especially benefited
 - Legal opinion from bond counsel is a special assessment must be tied to payment for a public improvement (such as construction of a new structure)
- Thus, an individual property cannot be special assessed for an increase in density alone
- Special assessments should only be used as originally intended for the construction of new parking facilities

There are currently no PADs in existence to permit any assessments. A new PAD would need to be established by the City Commission.

Some states allow an **impact fee** to be charged for the additional services that will be required as a result of a new development. Michigan does not.

Can property owners outside of the Downtown Parking District buy into it?

- City cannot assess properties that were not included in the original PAD
- No legal basis for the City to charge a property for the right of inclusion
- Adding properties outside the boundaries of the Downtown Parking District would create additional stress on the parking system
- No assessments of any kind can be made after the expiration of PAD without establishing a new PAD
- All of the PADs previously in existence in the City are expired

Conclusions:

- Cannot add properties outside the boundaries of the original PAD to the existing Downtown Parking District
- Cannot re-assess properties within the Downtown Parking District as PAD has expired
- Can create a new PAD to fund the public improvement of an off-street parking facility or to build a new parking structure
- Boundaries of any new PAD can overlap with current Downtown Parking District boundaries or be distinct
- Parking system boundaries will expand to include any new PADs



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Central Business District Study and Proposed Plan (1961)



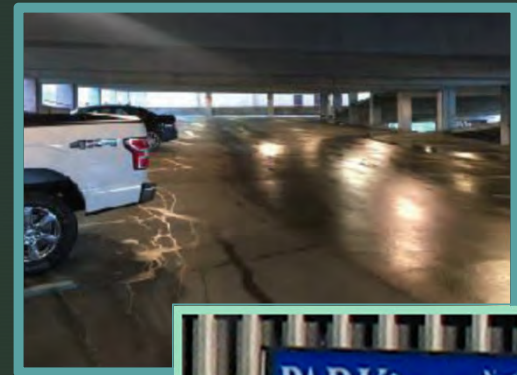
- Study of downtown – looked at existing conditions, then current issues, development trends, plans for future improvements
- Plan included parking analysis that studied existing buildings and anticipated future development
- Considered multiple ratios of parking spaces to business square footage
- Development of Ring Road and public parking system were key recommendations
- Plan recommended construction of parking structures at key locations for a continued healthy and active CBD

Special Assessment District Hearing Construction of N. Old Woodward Parking Structure

City Commission Minutes, June 28, 1965

“They were reminded that once the property has paid its assessment for public property, the property is relieved of an obligation to provide off-street parking and can develop fully all of the land within the assessment district.”

- Assessment was based on the land itself, and the maximum potential development of each property regardless of buildout at the time
- B4 zone was created and permitted 4-5 stories
- Zoning Ordinance allowed properties that had paid a parking assessment to be relieved of on-site parking requirements for all non-residential uses (started in 1955)



The Birmingham Urban Design Plan & Objectives (1968)



- Plan studied numerous areas, including traffic, circulation, parking, signage, infill development and urban design patterns and developed goals and objectives for the future
- The Urban Design Plan section recommended continuing the course of developing a public parking system to meet the demands of existing and future development
- Plan determined that the existing and proposed parking structures will provide the community with the parking spaces required to satisfy the needs of public buildings and a growing and revitalized retail and office center of Birmingham

Parking Assessment Formula History



Formula for N. Old Woodward, Pierce Street, Park Street Structures Special Assessments

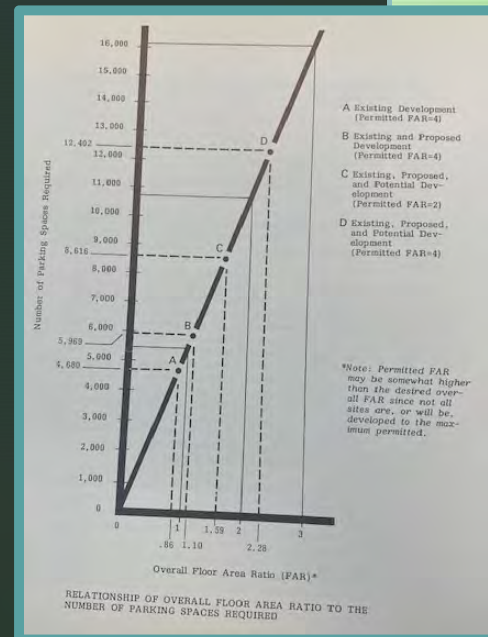
- Special Assessment share was calculated using a formula that "gave a very significant (90%) weighting to land size and a very small (10%) weighting to existing building size. The theory under which this formula was derived was that substantial future development would take place in the CBD....and that equity would be best served by assessing for parking based upon future potential development."

All PAD's included future development potential in calculations

- Downtown heights increased to 86' (B4) and 144' (B3) in conjunction with creation of PAD for N. Old Woodward structure (1960's-1970's)
- Floor Area Ratio was reduced in 1980's for properties within the PAD, any additional square footage of development had to provide on-site parking

The Birmingham Plan (1980)

- Birmingham's most recent City-wide master plan conducted a detailed analysis of CBD development intensity and parking needs
 - The CBD analysis **evaluated existing development, recently proposed development, and potential future development** to determine parking needs and the adequacy of existing parking facilities. The objective of the analysis was to determine if existing parking facilities are adequate to meet current and future needs, to recommend new parking facilities, if needed, and to recommend modifications in the geographic area and permitted development density of the CBD.
 - Plan found that if all of the potential parking spaces identified were constructed (new Peabody and Chester parking structures), the city would be able to meet over 100% of the parking needs generated by **existing and proposed new development**
 - **Potential additional development** in the CBD was calculated based on development of sites which are undeveloped and for which no development proposal is currently pending
 - Different Floor Area Ratios were studied



Conclusions:

- Future development was contemplated and included in prior special assessments for public parking facilities
- Benefits of special assessments are tied to the property and run with the land
- Benefits remain after the assessment is paid – property is relieved of on site parking requirements for non-residential uses if property previously assessed as part of a PAD (However, many new developments choose to provide on site parking, even though they are not required to do so)
- Current zoning language matches the purpose and intention of prior parking assessments and has been in place since at least 1955
- The City cannot assess new development in the downtown using an existing PAD, as there are none in existence today
- The City cannot charge impact fees for new development as they are not permitted in Michigan



Questions?

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Table 8

EXISTING, PROPOSED AND POTENTIAL BUILDING AREA
AND PARKING NEEDS

(At FAR Equivalent to 4.00)

Further proof
that future
growth was
included in
analysis.

	Total of Existing, Proposed and Potential Development In Square Feet	Parking Needs ¹	Percent of Needs Met by Spaces Remaining after Proposed and Potential Development
Northwest Quadrant	968,225	3,227	25.3
Northeast Quadrant	679,996	2,267	42.3
Southwest Quadrant	1,122,069	3,740	33.3
Southeast Quadrant	950,250	3,168	3.4
TOTAL	3,720,540	12,402	25.2

¹ Existing parking needs base on one parking space per 300 square feet of building area in the CBD. The Birmingham Zoning Ordinance currently requires retail uses outside established parking assessment districts to provide one space per 300 square of building area. Other uses must provide parking spaces in the following ratios:

furniture and appliance stores: 1 space/1,000 square feet
 general office establishments: 1 space/300 square feet
 medical office establishments: 1 space/150 square feet
 restaurants: 1 space/75 square feet

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Table 14

ADEQUACY OF FUTURE
PARKING SPACES

(At FAR Equivalent to 2.00)

Parking Spaces Remaining after Proposed Development, plus Spaces
from Construction of Additional Parking Facilities

	<u>Number of Spaces</u>	<u>Percent of Need</u>
Northwest Quadrant	1,898	142.2
Northeast Quadrant	1,302	118.0
Southwest Quadrant	2,373	105.8
Southeast Quadrant	<u>977</u>	76.0
TOTAL	6,548	109.7

Parking Spaces Remaining after Proposed and Potential Development, plus
Spaces from Construction of Additional Parking Facilities

	<u>Number of Spaces</u>	<u>Percent of Need</u>
Northwest Quadrant	1,792	97.7
Northeast Quadrant	1,282	78.2
Southwest Quadrant	2,081	70.2
Southeast Quadrant	<u>907</u>	41.6
TOTAL	6,062	70.4

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----- Forwarded message -----

From: **Brad Host** <bhost@bhamgov.org>
Date: Sat, Oct 8, 2022 at 10:58 AM
Subject: Re: 10 year history of APS fund
To: Tom Markus <tmarkus@bhamgov.org>

Dear Tom,

Thanks for the information.

Per my item number 3, Jana said 9/12/22 with regard to public enterprise funds there is a (industry standard) percentage of gross revenues auditors use for annual capital expenditures. I asked her what percentage was the standard, and she said she'd have to look it up and get back to me.

On another topic, let me know if there is anything specific you'd like me to attend at the MML Convention? Am at your disposal...

Best wishes,

Brad

Sent from my iPhone

On Oct 8, 2022, at 6:25 AM, Tom Markus <tmarkus@bhamgov.org> wrote:

Per your item number 2 request please see attached email from Mark Gerber with the 10 year history. This information is available on our website including 12 years of our annual financial reports.

----- Forwarded message -----

From: **Mark Gerber** <Mgerber@bhamgov.org>
Date: Fri, Oct 7, 2022 at 4:50 PM
Subject: 10 year history of APS fund
To: Tom Markus <tmarkus@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>

Please see attached.

--

Mark Gerber, CPA
Finance Director/Treasurer
City of Birmingham
151 Martin Street
PO Box 3001

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