Navigating through the agenda:

- Use the bookmarks on the left to navigate through the agenda.

- **Tablet Users:** Tap the screen for available options, select “Open in”, select “Adobe Reader”. The agenda will open in Adobe Reader. Scroll through the bookmarks to navigate through the agenda. 
  (The Adobe Reader application is required to download the agenda and view the bookmarks. This free application is available through the App Store on your tablet device.)
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
   Mark Nickita, Mayor

II. ROLL CALL
   Cheryl Arft, Acting City Clerk

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

   Announcements:
   • Commissioner Bordman’s birthday
   • Birmingham Restaurant Week begins January 30th through February 3rd, and February 6th through February 10th, 2017. For more information about participating restaurants and menus, visit www.BirminghamRestaurantWeek.org.

   Appointments:
   A. Interviews for appointments to the Public Arts Board.
      1. Jason Eddleston, 892 Purdy
      2. Anne Ritchie, 1455 S. Eton
      3. Monica Neville, 1516 E. Melton
      4. Rabbi Boruch Cohen, 1578 Lakeside Dr.
   B. To appoint ______________ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2020.
   C. To appoint ______________ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2020.
   D. Administration of oath to the appointed board members by the Acting Clerk.

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

   A. Approval of City Commission minutes of December 5, 2016.
   B. Approval of City Commission minutes of December 12, 2016.
   C. Approval of City Commission minutes of January 9, 2017.
   D. Approval of warrant list, including Automated Clearing House payments, of January 11, 2017 in the amount of $3,075,539.07.
   E. Approval of warrant list, including Automated Clearing House payments, of January 18, 2017 in the amount of $1,065,225.95.
   F. Resolution setting Monday, February 13, 2017 at 7:30 PM for a public hearing to consider the proposed amendments to Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the use of liquor license in theaters in the B-4 zoning
district, and to consider the associated amendments to Chapter 10, Alcoholic Liquors, Article II, to add a Division 5, Licenses for Theaters.

G. Resolution approving a request submitted by the Lungevity Foundation requesting permission to hold Breathe Deep Michigan, a 5K walk, on Saturday, June 34, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

H. Resolution approving the purchase of (4) N5Print parking enforcement handheld units and chargers with an included 5 year warranty from Duncan Parking Technologies, Inc. (a CivicSmart company) in the amount of $25,991.80; further authorizing the purchase of a wireless communications framework and enforcement module for Liberty meters and pay by cell integration in the amount of $20,080.00; further waiving normal bidding requirements and to authorize these expenditures from account numbers 636-228.000-973.0400 and 585-538.001-981.0100.

I. Resolution authorizing the IT Department to enlist professional services from Amerinet to implement the Palo Alto Traps Endpoint threat Mitigation module and software using GSA Multiple Award Schedule IT-70 contract #GS-35F-0511T, the cost of implementation not to exceed $15,250.00. Funds are available in the IT Network Upgrade fund account #636-228.000-973.0400.

J. To approve the agreement with Thyssenkrupp Elevator Corp. in the amount not to exceed $ 162,757.00 to perform the Baldwin Public Library Passenger Elevator Renovation Project and direct the Mayor and City Clerk to sign the agreement on behalf of the City.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

A. Resolution approving a request submitted by the Michigan Parkinson’s Foundation requesting permission to hold “I Gave My Sole for Parkinson’s”, a 5K walkathon, on Saturday, May 20, 2017, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

B. Ordinance adopting Section 110-143. No Parking at Yellow Curbs.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

A. Commissioner Reports
   Notice of Intention to appoint to Parks & Recreation Committee, Multi-Modal Transportation Board, Planning Board, and Cable Board on March 13, 2017.

B. Commissioner Comments

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

D. Legislation

E. City Staff
XI. ADJOURN

INFORMATION ONLY

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

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

At the regular meeting of Monday, January 23, 2017, the Birmingham City Commission intends to appoint two members to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2020.

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

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

Interested citizens may apply for this position by submitting an application available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, January 18, 2017. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Criteria/ Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anne Ritchie</td>
<td>Members shall, in so far as possible, represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.</td>
</tr>
<tr>
<td>1455 S. Eton</td>
<td>See attached application</td>
</tr>
<tr>
<td>Jason Eddleston</td>
<td>See attached application</td>
</tr>
<tr>
<td>892 Purdy</td>
<td></td>
</tr>
<tr>
<td>Monica Neville</td>
<td>See attached application</td>
</tr>
<tr>
<td>1516 E. Melton</td>
<td></td>
</tr>
<tr>
<td>Rabbi Boruch Cohen</td>
<td>See attached application</td>
</tr>
</tbody>
</table>

SUGGESTED ACTION:
To appoint ________________ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2020.

To appoint ________________ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2020.
PUBLIC ARTS BOARD

City Code - Chapter 78, Article V
Terms - 3 years
Members - At least 4 members shall be residents of the City of Birmingham. The remaining members may or may not be residents of Birmingham. In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the HDDRC, the Parks and Recreation Board, or the Planning Board.

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

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Home Address</th>
<th>Home Business</th>
<th>E-Mail</th>
<th>Appointed</th>
<th>Term Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eddleston</td>
<td>Jason</td>
<td>892 Purdy</td>
<td>(248) 703-3808</td>
<td><a href="mailto:jason28e@yahoo.com">jason28e@yahoo.com</a></td>
<td>12/5/2016</td>
<td>1/28/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heller</td>
<td>Barbara</td>
<td>176 Linden</td>
<td>(248) 540-1310</td>
<td><a href="mailto:bheller@dia.org">bheller@dia.org</a></td>
<td>1/28/2002</td>
<td>1/28/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td>(313) 833-7834</td>
<td></td>
<td>Resident Member</td>
<td></td>
</tr>
<tr>
<td>Klinger</td>
<td>Phyllis</td>
<td>1844 Bowers</td>
<td>(248) 594-4240</td>
<td><a href="mailto:pklingerlawfirm@yahoo.com">pklingerlawfirm@yahoo.com</a></td>
<td>3/18/2013</td>
<td>1/28/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td></td>
<td></td>
<td>Resident Member</td>
<td></td>
</tr>
<tr>
<td>Mettler</td>
<td>Maggie</td>
<td>544 Wallace</td>
<td>(248) 703-8006</td>
<td><a href="mailto:mimettler@gmail.com">mimettler@gmail.com</a></td>
<td>1/12/2015</td>
<td>1/28/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Birmingham</td>
<td></td>
<td></td>
<td>Resident Member</td>
<td></td>
</tr>
<tr>
<td>Last Name</td>
<td>First Name</td>
<td>Home Address</td>
<td>Home Business</td>
<td>E-Mail</td>
<td>Appointed</td>
<td>Term Expires</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>--------------------</td>
<td>---------------</td>
<td>-------------------------</td>
<td>-----------</td>
<td>---------------</td>
</tr>
<tr>
<td>Ritchie</td>
<td>Anne</td>
<td>1455 South Eton</td>
<td>(248) 635-1765</td>
<td><a href="mailto:a_ritchie@msn.com">a_ritchie@msn.com</a></td>
<td>9/12/2016</td>
<td>1/28/2017</td>
</tr>
<tr>
<td>Roberts</td>
<td>Mary</td>
<td>2352 Buckingham</td>
<td>(248) 535-9871</td>
<td><a href="mailto:maryroberts49@gmail.com">maryroberts49@gmail.com</a></td>
<td>9/12/2016</td>
<td>1/28/2019</td>
</tr>
<tr>
<td>Suchara</td>
<td>Ava</td>
<td>2160 Fairway</td>
<td>(248) 645-1319</td>
<td><a href="mailto:asuchara@comcast.net">asuchara@comcast.net</a></td>
<td>2/8/2016</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Wells</td>
<td>Linda</td>
<td>588 Cherry Ct.</td>
<td>(248) 647-1165</td>
<td><a href="mailto:lawells126@gmail.com">lawells126@gmail.com</a></td>
<td>2/11/2013</td>
<td>1/28/2019</td>
</tr>
</tbody>
</table>
### PUBLIC ARTS BOARD

#### 2016

<table>
<thead>
<tr>
<th></th>
<th>J</th>
<th>F</th>
<th>M</th>
<th>A</th>
<th>M</th>
<th>J</th>
<th>J</th>
<th>A</th>
<th>S</th>
<th>O</th>
<th>N</th>
<th>D</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbara Heller</td>
<td>F</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phyllis Klinger</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maggie Mettler</td>
<td>F</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anne Richie</td>
<td>**</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>66%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mary Roberts</td>
<td>**</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>66%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linda Wells</td>
<td>F</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ava Suchara</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>50% Student</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* = Member Resigned  
** = Member Not Yet Appointed

#### 2015

<table>
<thead>
<tr>
<th></th>
<th>J</th>
<th>F</th>
<th>M</th>
<th>A</th>
<th>M</th>
<th>J</th>
<th>J</th>
<th>A</th>
<th>S</th>
<th>O</th>
<th>N</th>
<th>D</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbara Heller</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maggie Mettler</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sally Parsons</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linda Wells</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phyllis Klinger</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diane Kowaleski</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kara Lividini</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sydney Rosen</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maya Salinas</td>
<td>P</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>66% Student</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 2014

<table>
<thead>
<tr>
<th></th>
<th>J</th>
<th>F</th>
<th>M</th>
<th>A</th>
<th>M</th>
<th>J</th>
<th>J</th>
<th>A</th>
<th>S</th>
<th>O</th>
<th>N</th>
<th>D</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kara Lividini</td>
<td>**</td>
<td>**</td>
<td>**</td>
<td>**</td>
<td>P</td>
<td>P</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diane Kowaleski</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>P</td>
<td>66%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sally Parsons</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>P</td>
<td>66%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linda Wells</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>66%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barbara Heller</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>66%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phyllis Klinger</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>83%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Virginia Reynolds</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kathryn Ambrose</td>
<td>P</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>P</td>
<td>*</td>
<td>50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meredith Sherbin</td>
<td>**</td>
<td>A</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>A</td>
<td>40% Student</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* = Member Resigned  
** = Member Not Yet Appointed
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](http://www.bhamgov.org/boardopportunities).

(Please print clearly)

Board/Committee of Interest: Public Arts
Specific Category/Vacancy on Board: reappointment

Name: Anne Ritchie
Phone: 248.635.1765
Email: A-ritchie@msn.com

Residential Address: 1455 S. Eton St
Residential City, Zip: Birmingham MI 48009

Business Address: 657 S. Eton St.
Business City, Zip: B’ham 48009

Length of Residence: 14 yrs
Occupation: Artist/Advertising

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

Working artist and long-time resident

List your related employment experience

Artist-life/Adv 30 yrs

List your related community activities

Leader Dogs, BBAC, NFL Alumni

List your related educational experience

Graphic/Web Design C.C.S.

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: former agency

for Birmingham PSD

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: 1/1/17

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

Updated 10/12/16
APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: Public Arts Board
Specific Category/Vacancy on Board: Term Ending

Name: Jason Edleston
Residential Address: 892 Rudy St
Residential City, Zip: Bham MF 46009
Business Address: 202 E 11th St
Business City, Zip: Royal Oak MF 48067
Phone: 248.763.3308
Email: jason28e@yahoo.com
Length of Residence: 8 years
Occupation: Entrepreneur

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied. I joined the last board before that I recently raised $1K for Hamtramck Deyo's 2017. I've also worked with Smuggler's Alley for the Metro Detroit Public Art Space. I am a multiple business owner. I could be a beneficial asset for my community. I worked in marketing for 9 years in New York. I am a partner in a business in Hamtramck now.

List your related employment experience: Advisory Board for Hatch Art Collective overseeing Hamtramck Deyo
Resume as member of the Junior Council for 5 years. Treasurer of Hamtramck Recycling Commission.

List your related educational experience: Attended Cranbrook for 14 years and went Wharton School at University of Pennsylvania

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

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

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

Signature of Applicant: [Signature]
Date: 1-12-17

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

Updated 10/12/16
APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: Public Arts Board
Specific Category/Vacancy on Board: Voluntary Position

Name: Monica Neville
Residential Address: 1516 E Melton Road
Residential City, Zip: 48009
Business Address: ____________________________
Business City, Zip: ____________________________

Phone: 248-321-1776
Email: monica.neville1@gmail.com
Length of Residence: 2 years
Occupation: Advertising & Marketing

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

I believe my background is well suited to support the Birmingham Public Arts Board. I have a Bachelor of Fine Arts degree from Miami University and have working in the Advertising and Marketing industry for over 30 yrs including on public tourism accounts.

List your related employment experience: Advertising agency account strategy and planning for travel related and tourism account.

List your related community activities: Habitat for Humanity Re-Store Associate.

List your related educational experience: Miami University, BFA

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: January 13, 2017

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Caroll@bhamgov.org or by fax to 248.530.1080.
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 considering the appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

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

(Please print clearly)

Board/Committee of Interest: Public Arts Board

Specific Category/Vacancy on Board: regular member opening

Name: Rabbi Boruch Cohen
Residential Address: 1578 Lakeside Dr
Residential City, Zip: Birmingham, MI 48009
Business Address: same
Business City, Zip: 

Phone: 248-225-0246
Email: thebirminghamjewishconnection@gmail.com
Length of Residence: 12 years
Occupation: Rabbi

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied. Liberal Arts education. Life-long interest in art, literature, creativity. Sound aesthetic sensibility and true appreciation of original & creative art works. Artistic work.

List your related employment experience: Design - brochures, fliers, logos, webpages - is significant part of work as "outreach" Rabbi.

List your related community activities: Graduated in the City's first "Citizens Academy" class! Rabbi's work is community-oriented by nature.

List your related educational experience: Phi Beta Kappa, Bachelors (philosophy) from liberal arts school (Wesleyan University, CT); classes in art history.

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: N/A

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 11/17/17

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


I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mark Nickita called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present, Mayor Nickita, Commissioner Bordman, Commissioner Boutros, Commissioner DeWeese, Mayor Pro Tem Harris, Commissioner Hoff, Commissioner Sherman. Absent, None.

Administration: City Manager Valentine, City Attorney Currier, Acting Clerk Arft, DPS Director Wood, Police Chief Clemence, Finance Director Gerber, City Engineer O’Meara, City Planner Ecker, Building Official Johnson.

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

12-353-16 APPOINTMENT TO THE BIRMINGHAM SHOPPING DISTRICT BOARD

City Manager explained that this is a City Manager’s appointment and Mr. Fehan has been one of the initial members of the BSD Board and is interested in continuing as a member.

MOTION: Motion by Hoff, seconded by Sherman:
To concur in the City Manager’s appointment of Douglas Fehan to the Birmingham Shopping District Board, as the resident member, to serve a four-year term to expire November 16, 2020.

VOTE: Yeas, 7
      Nays, None
      Absent, None

12-354-16 APPOINTMENT TO THE BOARD OF REVIEW

MOTION: Motion by Sherman:
To appoint Leland Feiste to the Board of Review to serve a three-year term to expire December 31, 2019.

VOTE: Yeas, 7
      Nays, None
      Absent, None
MOTION: Motion by DeWeese:
To appoint Kathleen Devereaux to the Board of Review to serve a three-year term to expire December 31, 2019.

VOTE: Yeas, 7
      Nays, None
      Absent, None

City Manager Valentine confirmed for Commissioner DeWeese that a position remains open on this board as an alternate member.

12-355-16 APPOINTMENT TO THE TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY
City Manager Valentine explained that Mr. Cantrick is currently a member of the authority and is interested in continuing his service.

MOTION: Motion by Bordman, seconded by Boutros:
To concur in the Mayor's appointment of G.A. “Kip” Cantrick, Jr. to the Corridor Improvement Authority to serve a four-year term to expire December 15, 2020.

VOTE: Yeas, 7
      Nays, None
      Absent, None

Commissioner Hoff noted that there will be a vacancy on this board which will be posted at a future date.

12-356-16 APPOINTMENT TO THE PUBLIC ARTS BOARD
Mayor Nickita explained that this appointment is to fill a vacancy on the board which expires January 28, 2017. He added that the Commission previously interviewed MaryAnn Schlie and Heather Duggan for the position on the board. Mr. Eddleston is present tonight for his interview.

MOTION: Motion by Harris:
To appoint Jason Eddleston to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2017.

MOTION: Motion by Sherman:
To appoint MaryAnn Schlie to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2017.

VOTE ON NOMINATION OF EDDLESTON:

VOTE: Yeas, 5
      Nays, 2 (Sherman, Nickita)
      Absent, None

Mr. Eddleston was appointed.
Ms. Schlie was not appointed.

The Acting Clerk administered the oath to the appointed board members.

IV. **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.

12-357-16 **APPROVAL OF CONSENT AGENDA**

The following items were removed from the Consent Agenda:
- Item A (Minutes of November 14, 2016) by Commissioner Hoff.
- Item F (Purchase and planting of trees) by Commissioner Bordman.

MOTION: Motion by Sherman, seconded by DeWeese:

To approve the Consent Agenda as follows, removing Item A, Item F and excluding warrant 246526 for Commissioner Hoff (election inspector payment), and paying special note to the service rendered by Victor Saroki and thanking him for his service.

B. Approval of warrant list, including Automated Clearing House payments, of November 23, 2016 in the amount of $764,134.84.

C. Approval of warrant list, including Automated Clearing House payments, of November 30, 2016 in the amount of $357,941.01.

D. Resolution approving purchase of multi-function printer from Xerox, using MiDEAL extendable contract, in an amount not to exceed $9,280.00 and charging the purchase against the 636-228-000-971.0100, Machinery & Equipment account.

E. Resolution approving the 2016 Michigan Medical Marijuana Operation and Oversight Grant Subrecipient Agreement between the City of Birmingham and Oakland County. Further, authorizing the Mayor and City Manager to sign the agreement on behalf of the City.

G. Resolution authorizing the City Manager to sign the Proposal and Scope of Work for Technical Services, to enlist the services of Data Partner Inc. for the installation and configuration of the brocade network infrastructure utilizing pricing for installation services under MiCTA Contract 134AN-TISA2013-0416 at a cost not to exceed $7,200.00. Funds are available in the IT Network Upgrade fund account #636-228.000-973.0400.

H. Resolution accepting the resignation of Victor Saroki from the Triangle District Corridor Improvement Authority, thanking Mr. Saroki for his service, and directing the Acting Clerk to begin the process to fill the vacancy.

ROLL CALL VOTE: Yeas, Commissioner Sherman  
Commissioner DeWeese  
Commissioner Hoff  
Commissioner Boutros  
Commissioner Bordman  
Mayor Pro Tem Harris  
Mayor Nickita  
Nays, None  
Abstention, 1, Hoff (from Warrant 246526 for payment as an election inspector)
V. UNFINISHED BUSINESS

VI. NEW BUSINESS

12-358-16  GREENWOOD CEMETERY - REQUEST FOR EXEMPTION TO RULES & REGULATIONS - FLUSH MARKER SECTION

Acting Clerk Arft explained that Section F-North is a section in which only flush markers are permitted. Mr. Paul Robertson asked the Greenwood Cemetery Advisory Board for permission to construct an upright monument on the two plots that he owns in the section. She explained that Mr. Robertson purchased the plots several years ago in a private sale, and at the time of the purchase, he was unaware of the flush marker restriction. He learned about it after his wife passed, and he is asking for permission to erect an upright monument in the section.

City Manager Valentine noted that the regulation at issue is in regard to the section of the cemetery that stipulates that all markers shall be set flush. Research has been done to find the history to explain the reason for the restriction. He said we have been able to determine that in 1971, regulations were adopted by the City Commission and that restriction was included at that time. It also was included in subsequent communications between staff that managed the cemetery in 1990 that the restriction was placed in Section F North to facilitate maintenance by the Department of Public Service.

Acting Clerk Arft added that over the years there have been other requests to construct upright monuments in Section F North, all of which have been denied. Mayor Nickita confirmed it is a relatively small area. Commissioner DeWeese noted that it is in the north area of the cemetery where the land drops off next to the river.

Mayor Pro Tem Harris clarified that this regulation was in place from 1990 to August 2015.

Commissioner Bordman said the letter distributed to the City Commission by the Acting Clerk seems to indicate that two other individuals had upright monuments in this section. Acting Clerk Arft said there are no upright monuments in Section F North. She added that she has not visited the particular section in question personally, but has received confirmation from city staff that there are no upright monuments in the section. City Manager Valentine noted that photos were provided with Mr. Robertson’s request, and Acting Clerk Arft said the monuments visible there are located in the adjacent section.

Commissioner Hoff said the photos indicate there are upright monuments very close to the flush markers. She asked what the outcome was of the Stenger family’s request.

Commissioner Bordman also expressed concern whether or not there are upright monuments in Section F North, and suggested tabling this item until someone can confirm visually there are no upright monuments.

Commissioner Boutros said there have been previous requests regardless of the individual who is here tonight, and said there will be more in the future. He said it seems the rationale behind the regulation was a staff-driven request because of maintenance. City Manager Valentine clarified that it was at the time. City Manager Valentine added that since that time, the maintenance of the entire cemetery has been contracted out so the city is no longer doing that.
work. The condition that existed at the time the regulation was put in place may not be analogous to what we have today.

Commissioner Boutros agreed, and believes it would not have a big impact on how we maintain the cemetery today, as opposed to 1971 when the regulation was in place.

Mayor Nickita said there does not seem to be a determined policy or directive from the cemetery board to give direction to what would be the intention for the long term. He would like the board to give the commission the insight and recommendations, and the commission does not have that relative to the general approach to this. The board has provided their recommendation as to this issue, but he is talking about the larger vision for the area.

Commissioner Hoff reviewed the survey that was taken by our contractor prior to taking over the cemetery management. One of the questions asked was what the preference would be for a full burial memorial, and an upright monument was definitely the majority. She said when we passed the flush marker restriction, it was her understanding that we passed it because the flush markers were going to go in the historic sections primarily in between the existing gravesites, many of them with markers. What we were approving was flush markers in those areas, and she said this section was not mentioned. She said section F North is in the rear of the cemetery where a monument would not block something. She expressed concern about the topography there, and if it can hold an upright marker.

Commissioner Sherman said that this regulation has been in place for 40 years and has nothing to do with Sections B and C and what the commission discussed. The regulation pre-dates the commission’s discussion on adding plots in the cemetery. The issue appears to be what does the rest of the section look like. The pictures presented appears to show that everything is flush, and his concern is how they are going to interact, and how will that section then appear. Because this is such an old regulation, we have to take into account the rest of the section. If this were something we just adopted, and we were making a change to it, and no one had been affected previously, it is an easier decision. This becomes a more difficult decision, and because it has been around so long, it is presumed that people would be able to go back and look at the regulations. He has no issue with an elevated monument, provided it is not going to look unusual in the space. He would like to know where it is exactly and what the appearance will be with it.

Commissioner Bordman said this regulation has been in place a long time, and apparently other people have been told they could not erect upright monuments in that section. If there are already monuments there, that would undermine the reason for refusing another request. That is why she thinks this should be tabled, and allow someone to look at the section and determine if it is all flush markers or if there are any upright monuments.

Mayor Pro Tem Harris asked if we are able to investigate Section F North, and determine that there are upright monuments there, can we determine if they were placed before 1971. Acting Clerk Arft confirmed that our records reflect monument construction.

Commissioner DeWeese said if there are monuments that are not flush, he would like to know that history as well.

The applicant, Paul Robertson explained that when the need arose to use the graves he had purchased, he was told by the funeral director that the section was a flush marker only section.
He said it is difficult when at the cemetery to determine where you are, and he does believe that the markers are all flush in that section. He thinks the section was added later to the cemetery. It has a slight downward grade, but that is not a problem. He guessed that it was a money-saving decision to allow only flush markers. He said the cemetery board did not have a reason for the restriction. He explained the design of his proposed monument.

Mayor Pro Tem Harris asked when Mr. Robertson discovered the restriction. Mr. Robertson said he discovered it when his wife passed last year. He said there is no question that the restriction is printed on the deed. He said after visiting the section three or four times before purchasing it privately, he had no idea it was a flush monument only section. Mr. Robertson confirmed that he had no discussion with the seller about the restriction.

Commissioner Hoff expressed concern that other people have been denied, and that may cause problems and should be considered.

Commissioner DeWeese said that everyone in that section should be informed of the opportunity to do it. He is supportive of Commissioner Bordman’s suggestion to postpone a decision until we have more information and context. He is uncomfortable with proceeding tonight.

Mayor Pro Tem Harris agrees with those comments and asked whether we can dig deeper into the rationale, and if it is a policy we no longer need, perhaps it is prudent to re-visit the regulations.

City Manager Valentine said the rationale given in 1990 as being a maintenance issue may allow for additional consideration.

Mayor Nickita said the larger issue is will there be another applicant down the road. He agrees that the board should look at this issue in the larger context, and provide clarity to what we will do if these requests come up again.

City Manager Valentine asked if the commission would want to exclude sections B and C because those have already been reviewed and considered.

Commissioner DeWeese said in the historical areas, there definitely is a reason for flush markers only on the new graves created in those areas.

Commissioner Sherman said he is uncertain that this needs to go back to the cemetery board, as the questions are what is the layout of this area currently, are the stones all flat, or are monuments there. He also questioned how many graves are in the section. He would like a staff report.

Commissioner Bordman said this is actually two different requests. The first is the immediate need for Mr. Robertson’s request, and the second is further direction to the cemetery board for an overall look.

Commissioner Hoff agrees that this is a separate issue, and we also want to know if there are monuments there, and when the section was created.
Mayor Pro Tem Harris clarified if this is direction to staff or GCAB. Mayor Nickita said there are two different issues, one for staff and the broader question we have is more a cemetery board issue.

Mayor Pro Tem wondered if this issue could be incorporated with the cemetery board’s action list.

Mayor Nickita restated that relative to Mr. Robertson’s request, staff is directed to bring back more information to better understand the situation. The commission is not asking for anything from the cemetery board at the moment.

Commissioner Bordman said the assumption is there have been more requests, but when did they occur and who made them. If we make a change for Mr. Robertson, those people will need to be contacted as well.

Commissioner DeWeese requested that if there were any monuments installed in the section, what were the circumstances of how that occurred.

Commissioner Sherman suggested that the topic could be discussed during the Long Range Planning.

Commissioner Hoff said the commission was told that there were no other gravesites in any of the sections, except the ones that were approved for flush markers. She said that this is our first knowledge of specific requirements in Section F North. Otherwise, everything else is filled, except for the new graves in Sections B, C, D, K, L and O where flush markers are required. She said people who own lots in other sections can install monuments.

Mayor Nickita suggested any restrictions should be reviewed and verified.

Commissioner Hoff asked what would be needed if the commission decided to allow markers in Section F North. City Manager Valentine stated Section VI, Flush Memorial – F North only would have to be amended. He said he believes that when this became part of the Rules and Regulations in 1971, this may have been the newest section of the cemetery, and that is why Section F North has its own specific section in the Rules and Regulations delineating what is permitted in that section of the cemetery. He noted that no other section is mentioned specifically in the regulations other than F North.

Mayor Pro Tem Harris commented to the extent possible, he would like to know the level of demand for elevated monuments compared to availability.

Commissioner DeWeese suggested that since there is no immediate rush on this, long range planning is appropriate. He thinks it is a question of looking at priorities and ahead to the future.

No action was taken at this time, pending further information discussed.

12-359-16 PUBLIC HEARING TO CONSIDER THE ALLOCATION OF 2017 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Commissioner Bordman noted that this is a Federal Housing and Urban Development Grant, and under Section 570.611, Conflict of Interest, Title 24 of the Housing and Urban Development
program, she is conflicted, because she is appointed to the NEXT Board, and she cannot engage in discussion or vote on this block grant.

Commissioner Bordman left the meeting at 8:31 PM.

Finance Director Gerber said this is a Public Hearing to invite public comment for the 2017 program year CDGB that is required by HUD regulations.

Mayor Nickita opened the Public Hearing at 8:31 PM.

There were no comments from the public.

Mayor Nickita closed the Public Hearing at 8:32 PM.

Commissioner Hoff represents the commission on the Foundation for Seniors Board. It provides interest-free loans to income-qualifying seniors. She understands that we are proposing to give $22,000 for rehab of privately-owned homes; she is concerned because the Foundation has funds available for that purpose, but funds are not being requested. She spoke with Chris Braun, NEXT Director, and was told that this is broken down into three categories. The first is Yard Services, the next is Senior Services for administration of the grant funds, and the $22,414 amount is for small repairs, such as garbage disposals, electric fixtures, etc. NEXT has been doing this but with very limited funds. These funds will enable recipients to do more which is different than what the Foundation funds are used for which are major repairs and purchases, such as furnaces, hot water tanks, etc. She wanted to offer that for clarification.

Mr. Gerber said the more we can offer the individuals to assist them and keep them updated, the better, and between the two organizations, more can be done.

Mr. Gerber noted we usually try to include a barrier-free improvement each grant year, but we were unable to identify a barrier fee project for this year. Work is being done on developing future projects.

**MOTION:** Motion by Sherman, seconded by Hoff:
To authorize the Finance Director to complete the 2017 Program Year Community Development Block Grant application and conflict of interest certification, and authorize the Mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Public Services - Yard Services</td>
<td>$6,306</td>
</tr>
<tr>
<td>2. Public Services - Senior Services</td>
<td>$3,300</td>
</tr>
<tr>
<td>3. Minor Home Repair</td>
<td>$22,414</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$32,020</strong></td>
</tr>
</tbody>
</table>

**ROLL CALL VOTE:** Yeas, Commissioner Sherman, Commissioner Hoff, Commissioner Boutros, Commissioner DeWeese
Commissioner Bordman returned to the meeting at 8:36 PM.

**12-360-16 PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTER 114 OF THE CITY CODE.**

City Manager Valentine explained that the City Commission was presented with a Storm Water Utility Fee Apportionment Report prepared by the engineering firm of Hubbell, Roth & Clark (HRC) in response to a legal challenge of the city’s storm water billing methodology. He noted that Birmingham, along with several other cities received class action lawsuits beginning in 2014 challenging the billing methodology used for storm water charges. As a result of a court order, Birmingham was required to have a new methodology in place by January 1, 2017.

HRC was tasked with the creation of a new billing methodology for storm water charges that complied with several criteria established under the Bolt v. City of Lansing lawsuit challenging storm water charges. HRC worked with city staff, the city attorney and in concert with pending legislation (HB 5991) intended to address this issue on a state-wide level being developed by State Representative Mike McCready, the Michigan Municipal League and the Oakland County Water Resource Commissioner’s office. The new methodology developed in the Storm Water Utility Fee Apportionment Report addresses the criteria of the Bolt case and comports with the pending legislation.

Using this new methodology and the pending legislation that has been recently introduced by State Representative McCready, the city attorney has prepared a Storm Water Utility Ordinance that incorporates these components and is recommended for adoption by the City Commission.

Hubbell, Roth and Clark representative Jim Surhay, explained that the HRC report contains the Executive Summary, Background, General Methodology, Single Family Methodology, Non-single Family Residential Methodology, Apportionment, and Administrative Recommendations. The Appendix includes Figures, the Apportionment Roll, and Low Impact Development Guidelines and Details. The List of Figures includes the Major Drainage District Map, Single Family Residential Parcel Map, and Non-Single Family Residential Parcel Map.

He explained how storm water enters the sewers. Birmingham is a mostly combined sewer community, so most of the flow in the sewers during wet weather is from surface run-off that gets to catch basins and inlets in the streets. Inflow also occurs from homes that have foundation drains, footing connections and yard drains. Infiltration occurs through the pipes themselves from cracks and defects and manhole structures that occur with age of those structures. Some runoff will be intercepted by trees and plants and never reach the ground, or will be collected in pools and puddles and eventually evaporate. Some is absorbed by the soil itself and some will infiltrate into the soil so it will exceed what can be absorbed and infiltrate to the ground water table. The remainder becomes surface run-off and has to be addressed.
Primarily run-off comes from impervious surfaces, or areas that do not allow infiltration, such as roofs and pavements. Also, pervious areas such as lawns and planting areas will also generate some run-off to a lesser extent. Run-off co-efficients are developed that describe that relationship showing what percentage of rainfall that occurs will generate run-off.

The General Methodology categorized type of properties, defining the standard unit, determining the run-off potential for those properties and equating that run-off potential to equivalent storm water units. The categories are Single-family residential (SFR) and Non-single family residential parcels. The SFR parcels are 91% of the parcels by number in the city, and 72% by area.

The SFR parcels were split into six categories based on lot size. Each parcel’s average development characteristics determine how it would generate run-off.

Non-single family parcels include all two family parcels, multi-family residential, condominium properties, public properties, schools, churches, commercial, office and parking lots. There are 719 non-single family residential parcels. For these properties, the unique parcel by parcel characteristics are reviewed.

The formula for the Run-off Potential for each property equals \(0.9 \times [\text{Impervious Area}] + 0.15 \times [\text{Total area} - \text{Impervious Area}]\). The .9 and .15 are the run-off co-efficients that are used for impervious surfaces and pervious surfaces, respectively. This part of the formula is one part of the engineering calculations that we would use when determining flows in the sewers and determining run-off.

The areas were measured for each of the properties starting with the county tax data records for the city, and included all the parcel identification numbers and their associated area. For the metes and bounds parcels, the public road right-of-way was deducted to adjust the size of the parcel so the road was not being considered part of the property. The impervious area was based on SEMCOG's GIS data provided to all communities that are members. An aerial survey was conducted to determine the impervious area of tree cover and other physical data for the city's benefit. The larger parcels consisted of an independent visual check of current aerials and assessed the data received from the SEMCOG aerials.

This method attempts to apportion the storm water charges that are part of the sewer fee and have them be proportional to how that sewage is generated, based on run-off potential from that property. An assumption is made that rainfall falls across the city in equal amounts to all the parcels.

The equivalent storm water concept attempts to define a standard unit, which is the SFR Class B, which is the most numerous. The run-off potential was determined for the average of those types of parcels, and in this case, was 4,317 square feet. The Equivalent Storm Water Unit (ESWU) was then calculated for each of the six SFR categories. The ESWU will be assigned to all the parcels within that class regardless of how each was developed. The unique characteristics of the Non-single family residential parcels, were considered and used to calculate the run-off potential to determine their individual ESWU value.

To determine the share of the Apportionment for each of two major Drainage Districts, Evergreen-Farmington and South Oakland, the ESWU values were summed up for all the parcels within each one, and the percentage share of the total amount is determined.
Discussions were included in the report for the city regarding credits and methods for reducing fees that might be employed. Credits will be used by the city to reduce an individual’s storm water utility fee. Any measure to be considered has to reduce the amount of storm water that enters the sewer system. Some of the suggestions include rain gardens or bio-swales, dry-wells or infiltration trenches, porous pavement, cisterns, and disconnecting footing drains. Any of the measures that rely on infiltration will require an evaluation on each particular site for the ability of the soil to allow percolation of the storm water, and will vary from site to site depending on soil conditions and existing groundwater table. The property owner is responsible for applying for the credits, and also for certifying that they are continually used and maintained and performing as designed to reduce the amount of storm water that is entering the sewer.

Finance Director Gerber described how the new methodology will impact the bills. Currently, storm water costs are included as a component of the overall sewer rate charged to all users of the water and sewer system. The amount a user of the system pays for storm water is dependent on the amount of water that is consumed based on a water meter reading. The water rate will remain the same for the same amount of consumption, the sewer rate will be lower because the storm water portion is taken out of the sewer rate, and the meter charge will remain the same. The quarterly storm water fee will be included with the bill.

City Attorney Currier said Birmingham was not the only city that faced this litigation as a result of the Bolt case. The court ordered required new methodology for storm water run-off. He explained that the last year has been spent drafting an ordinance to comply with the court order, and develop the new methodology which establishes proportionality among all of the citizens with respect to water, sewer, and storm water usages, and also to create a user fee that is proportional to actual usage. There has been a very large refund to citizens as a result of the Wolf case settlement, and the methodology has been changed and is being recommended for adoption.

Mayor Nickita opened the Public Hearing at 8:55 PM.

Dan Shecter expressed his concern about additional costs, not being permitted to add a fee to recover the costs, and the risk management fund and sewer fund.

Jonathon Hofley expressed concern about storm water costs and credits.

Peter Lyon expressed concern about accuracy and the methodology.

Mayor Nickita closed the Public Hearing at 9:05 PM.

Commissioner Hoff noted that there is a structure for appeal within the proposed ordinance which will consist of three members appointed by the city, and asked when the board would be established. Mr. Valentine said the Appeals Board will be established after adoption of the Storm Water ordinance.

Commissioner Sherman said no ordinance is going to be perfect, and this is what is being ordered as a result of the Wolf case.

MOTION: Motion by Sherman, seconded by DeWeese:
To amend part II of the City Code, Chapter 114 Utilities, adding Article VI. Storm Water to add Division 6. Storm Water Utility Fee.

Commissioner DeWeese said this is a big change in the right direction and can be tweaked for the future. He said the city is committed to an on-going process of re-evaluation for the whole as well as for specific properties.

Commissioner Hoff said she has been hearing from concerned residents about their water bills for watering, lawn maintenance, and irrigation systems. Mr. Valentine said the storm water piece will be charged differently now. It will be broken out of the sewer charge and shown as a separate line item cost on the water bill.

Commissioner Hoff said the storm water is different than the water used to water the lawn. It is important for people to understand the difference.

Mayor Pro Tem Harris said there will now be a stronger correlation between the water meter rate and the actual bill because the storm water will be part of this formula, whereas the sewer and water will still be tied to usage.

Mayor Nickita said the city has moved forward with this since becoming aware of this. We are under deadline as it must be in place by the end of the year. We can refine and enhance it over time to strengthen what we are doing tonight.

City Manager Valentine said it is a reallocation of how it has been done. Certain properties are going to be advantaged and others will be disadvantaged by the change. It is a result of having to put in a system that is looking at the problem in totality based on our two sewage districts. It does not look at individual parcels, so it is not perfect, and it will not make everyone happy. It does comply with the law.

VOTE: Yeas, 7
Nays, None
Absent, None

12-361-16 AMENDMENT TO SCHEDULE OF FEES, CHARGES, BONDS AND INSURANCE-SEWER RATES.

City Manager Valentine explained this sets the fee portion to accompany the methodology adopted in the Storm Water Utility ordinance tonight.

Commissioner DeWeese noted that this report has each property identified specifically.

MOTION: Motion by DeWeese, seconded by Boutros:
To amend the Schedule of Fees, Charges, Bonds and Insurance, Water and Sewer Service Sections, for changes in sewer rates and the addition of a storm water utility fee as outlined in the report dated November 21, 2016, to be effective for bills on or after January 1, 2017.

Eric Fris expressed concern about condominium common area fees.

Mayor Nickita noted that a board will be created that is able to review these issues to get clarity. City Manager Valentine added that the Finance Department can be contacted as well.
12-362-16  RECOMMENDATION OF MMTB - OAK ST

City Engineer O’Meara explained in 2014 began to look at Oak Street between Glenhurst and Lakepark, hoping to remove and replace all pavement from the 1930 era. A design was developed for the area. The block in front of Quarton Elementary School had some needs with respect to how the school functions for its student drop-off each morning and afternoon. That safety issue that is ongoing there today required some creativity. A proposal was crafted and the MMTB worked with the school board to advance it. The school board was not ready to move as quickly as the city, so the decision was made to cut out that part of the project in 2015 and move on with the rest of the project. In 2016, Oak Street was rebuilt from Chesterfield to the east. The MMTB would like to address the remaining block as a 2017 project. The school board agreed to a plan as to how that would be addressed.

Some of the highlights include narrowing Oak to a two lane street with parking on the north side in front of the homes existing there. There would be enough room to have a two lane drop off area that is separated from the road by a median across the entire frontage of the school. That would also be used as the entrance to their parking lot that exists today. The median is proposed to be 7 or 8 feet wide at its west end to allow it to be large enough that drivers could make u-turns from westbound Oak Street into the parking area, as well as to allow eastbound traffic to make a simple right turn as is done today. The right lane of the two lane area would be used for parents to stop and unload or pick up children and then return to the left lane to proceed out, making a right turn only to eliminate a backup in the area. Mr. O’Meara said the school feels it is best solution for the area and is ready to move forward, and an agreement with the school district is presented tonight for consideration by the commission.

Subsequent to the School Board approval, the finalized plan was returned to the Multi-Modal Transportation Board (MMTB) for a final review. When the Board reviewed this plan in 2014, there were discussions about installing bike lanes both in front of the school and to the west of the school, and this question was never fully resolved. The City has since constructed Oak St. to the east with bike lanes, and plans to implement a neighborhood connector route loop that will direct Oak St. bike traffic south on Chesterfield Ave. As explained in the attached MMTB documents, the plan agreed to by the School Board does not leave sufficient space for bike lanes (parking on the north side is an important component of the package).

Plans depicting two options were prepared for the MMTB. Option A leaves Oak St. to the west of the school in its present form. Option B uses the existing wide street to install bike lanes for a block and one half (to the City’s westerly limit). Option A features bump outs at the N. Glenhurst Dr. intersection, considered appropriate given the large number of students crossing from the neighborhood walking to and from school. If Option B is implemented, the intersection would be reconstructed similar to its present form, and existing parking in this area would be eliminated. The MMTB agreed unanimously that Option A was the preferable choice for the following reasons: 1) Installing bump outs at the Glenhurst Dr. intersection would be beneficial to pedestrians and students using this area; and 2) Given the neighborhood connector route being implemented, plus the lack of bicycle facilities to the west of this area, there does not appear to be much benefit to installing bike lanes to the west of the school.
City Manager Valentine noted that this solution is a significant improvement and makes it a safer environment for children, while taking into context our opportunities for improving the road through our multi-modal means. The resulting agreement utilizes part of the school’s property in order to build and facilitate this project and worked with the city on that. It was really a cooperative effort with Birmingham Public Schools.

Commissioner Hoff asked what happened to the traffic light. Mr. O’Meara confirmed the traffic light will remain.

Commissioner Hoff asked will children have to cross the lanes. Mr. O’Meara said they will be encouraged to cross at the Glenhurst intersection as they hopefully do today, walk in front of the tennis courts, and the city sidewalk will curve down to walk right past the front door. She confirmed the sidewalk will be closer to the school.

Commissioner Bordman asked about the timing on construction starting and ending times. Mr. O’Meara said they are planning for the 10 week summer window in 2017.

Commissioner DeWeese noted that this Option A plan is no disadvantage for bikes and is a huge improvement in safety for everyone else.

**MOTION:** Motion by DeWeese, seconded by Bordman:
To accept the recommendation of the Multi-Modal Transportation Board, approving the conceptual plans for the reconstruction of Oak St. between Glenhurst Dr. and Chesterfield Ave. in 2017.

Jonathan Hofley expressed concern about current and future costs.

Mayor Pro Tem Harris clarified that the school district has agreed to pay a portion of the construction costs. The ongoing costs of maintaining that easement for the intended purposes will be solely the responsibility of the city.

City Manager Valentine clarified that under the easement agreement, the city will handle the ongoing repair and replacement of the concrete.

City Attorney Currier said the city addressed the safety issue with this agreement. Mayor Nickita asked if this sets a precedent going forward on other projects. Mr. Currier said it is not a precedent.

**VOTE:**
- Yeas, 7
- Nays, None
- Absent, None

**MOTION:** Motion by Harris, seconded by DeWeese:
To authorize the Mayor and City Clerk to sign the Intergovernmental Agreement between Birmingham Public Schools and the City authorizing the construction of a parent drop off lane within the Oak St. right-of-way and an easement to be dedicated by the School District for this purpose.

**VOTE:**
- Yeas, 7
- Nays, None
City Engineer O'Meara explained that the city has been working with the Oakland County Water Resources Commissioner's office on various sewer projects that will occur to the north of us on the Evergreen-Farmington sewer. The projects undertaken by the OCWRC earlier this year in the areas of Municipal Parking Lot #6 and Springdale Golf Course were considered Phase I projects. The significant project that occurred at the intersection of Adams Rd. and Wattles Rd. to the north of Birmingham was also a Phase I project. This is the last Phase I project to be undertaken by the OCWRC. Mr. O'Meara explained the need for the project to address a known capacity deficiency in the County sewer system. The point of failure has been identified as a manhole in the Redding Rd. and Lakeside Dr. intersection. The construction impact will be next summer, resulting in the Quarton closure at the Lakeside Dr. intersection for about two weeks, and is expected to occur in approximately June. All four lanes of Woodward are being planned to remain open the majority of the time, and an effort will be made to be essentially finished before Dream Cruise in August.

The city's share is estimated to be 0.2% of the total drainage area, which is about $11,000.

Commissioner Hoff suggested the estimated cost be included in the resolution. City Manager Valentine noted that the amount and percentage is included by reference in Exhibit B of the contract. Mr. O'Meara confirmed that the city would be responsible for overages on a percentage basis.

**MOTION:** Motion by Hoff, seconded by Bordman:
To approve the contract between the County and the Municipalities relating to the acquisition and construction of the Evergreen Farmington Sewage Disposal System North Evergreen Interceptor Quarton Road Storage Improvements (the "Contract"), which Contract provides that the City will pay its share of the cost of the Project in cash; that for the making of such payment thereunder the City will pledge its full faith and credit and limited taxing power; and for other matters relating to the Project and the acquisition, construction, financing and operation thereof, all under and pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended. Further, approving the preliminary plans for the Project, and the estimates of the cost and period of usefulness thereof, as contained in Exhibits A and B to the Contract. Further, authorizing and directing the Mayor and the City Clerk to execute and deliver the Contract for and on behalf of the City. Further, authorizing and directing the City Clerk to publish the notice hereunto attached in the Birmingham Eccentric and so as to be prominently displayed therein.

John Hofley asked about lifespan of this project.

**VOTE:**

<table>
<thead>
<tr>
<th>Yeas</th>
<th>Nays</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

City Manager Valentine explained the fee schedule is the way the city adjusts the fees and charges provided for under ordinance. A review is provided by staff and a recommendation for potential changes is included which will be effective for January 2017.
MOTION: Motion by Sherman, seconded by Boutros:
To amend the Schedule of Fees, Charges, Bonds and Insurance, Engineering Department/Department of Public Service section, and Building Department section, as stated in the report and adopting the revised Public Records Policy.

VOTE: Yeas, 7
      Nays, None
      Absent, None

12-365-16 CLOSED SESSION - ATTORNEY/CLIENT PRIVILEGE COMMUNICATION

MOTION: Motion by Boutros, seconded by Hoff:
To meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.

ROLL CALL VOTE: Yeas, Commissioner Boutros
                Commissioner Hoff
                Commissioner Sherman
                Commissioner DeWeese
                Commissioner Bordman
                Mayor Pro Tem Harris
                Mayor Nickita

                Nays, None
                Absent, None

VII. REMOVED FROM CONSENT AGENDA

12-366-16 CITY COMMISSION MINUTES NOVEMBER 14, 2016
Commissioner Hoff suggested changing the word on page 6 from “contest” to “context”. On page 7, change the word from “changing” to “doing”. On page 8, change the word “experiences” to “experienced”.

MOTION: Motion by Hoff, seconded by DeWeese:
To approve the minutes of November 14, 2016, as amended.

VOTE: Yeas, 7
      Nays, None
      Absent, None

Commissioner Hoff asked about the October 27, 2016 minutes that were requested to be amended and returned for approval. They will be brought back to the commission for approval on December 12, 2016.

12-367-16 2016 TREE PLANTING PROJECT - WOODWARD (NORTH OF OAKLAND)
Commissioner Bordman requested clarification on the size of the trees to be planted in the location. City Manager Valentine explained that these are for the Woodward median as part of our annual transplant program. This one is unique because of the participation from MDOT to fund half the cost of the tree purchase.
She also expressed concern about the tree species, and a replacement guarantee. She said these trees are balled and burlapped, and there is a big issue whether the burlap is removed upon planting, which may cause the trees to die.

Mr. Valentine noted that we have a tree list of acceptable trees. He will direct Director Wood to prepare a response to Commissioner Bordman’s concerns and questions, and requested that this item be approved tonight, so that the trees can be planted in a timely fashion.

Mayor Nickita suggested that all of the standards be included in the future.

**MOTION:** Motion by Bordman, seconded by DeWeese:
To approve the purchase and planting of fifty-three (53) trees from KLM Landscape for the 2016 Woodward North of Oakland tree planting project for a total project cost not to exceed $12,310.00; further authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of all required insurances. Funds are available from the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000 in the amount of $6,155 and the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 in the amount of $6,155 for these services.

**VOTE:**
- Yeas, 7
- Nays, None
- Absent, None

**VIII. COMMUNICATIONS**

**IX. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

**X. REPORTS**

**12-368-16 COMMISSIONER REPORTS**
The Commission intends to appoint members to the Public Arts Board on January 9, 2017.

**12-369-16 COMMISSIONER COMMENTS**
Commissioner Harris noted that he has received a number of complaints on what is believed to be a dangerous condition at Woodward and Oak. He has walked it himself recently, and he agrees it is dangerous. He understands the city does not have jurisdiction over that area, and wondered if the commission might discuss it in the future.

City Manager Valentine said he has spoken with MDOT about this crossing, and they have a plan for changing crossings on a state-wide level. The crossings that are planned for 2019 include Maple and 14 Mile, based on prior discussions with the city going back about five years. Signal modification is the focus which effectively improves the crosswalk in the intersection. He indicated the issue of Oak and other intersections and how to include them on the list. MDOT’s response was when it begins the next bid process, MDOT will come to the city for its requests. The alternative is to improve it on our own at the city’s own cost. At this time, no improvements are included on the MDOT list for Oak and Woodward.

Commissioner Harris suggested the city investigate all options; we have to consider either paying for it ourselves, or adjusting the state’s priorities.
Commissioner Bordman shares the same concern, and encouraged the city to write a stern letter to the state because of the unsafe condition. There is a traffic light; there is no crosswalk. We expect the state to address and correct the unsafe condition.

Mayor Nickita said he and the City Manager have had discussions about this unsafe condition. He explained that Woodward Avenue is a state road under the state’s control. It runs through our city, and if it is a concern for us and our residents for the use that we have, the city needs to make it clear to the state that it needs to be addressed. He believes our discussion would be whether to wait for the state to go through their process, or be more proactive and pay the cost ourselves. He suggested that long range planning or the budget discussions would be the place to discuss this.

Commissioner DeWeese would like the city to look at it and others that have this need.

Commissioner Bordman said there is a difference between an improvement to a traffic signal and putting a crosswalk where there is none. It should be evaluated by the state in a different manner.

City Manager Valentine said he will stress her concerns with the state. He noted the state has a more regimented approach in dealing with our crossings.

Commissioner Bordman believes a letter from our City Attorney notifying MDOT that there is a safety concern will get a certain kind of attention that is not available otherwise.

Mayor Nickita said we need to evaluate the best way to deal with this issue.

City Manager Valentine said getting MDOT to actually make changes is going to be a long-term proposition, and he believes there are things the city can do locally to mitigate some of the safety concerns, including changing the crosswalk patterns along Woodward Avenue to make them more visible.

Mayor Nickita agreed, and suggested long range planning for a report providing options to pursue and strategies to implement.

The Commission recessed to closed session at 10:17 PM.
The Commission reconvened in open session at 11:10 PM.

**XI. ADJOURN**
The meeting adjourned at 11:10 PM.

Cheryl Arft
Acting City Clerk
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mark Nickita called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present, Mayor Nickita
Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese
Mayor Pro Tem Harris
Commissioner Hoff
Commissioner Sherman

Absent, None

Administration: City Manager Valentine, City Attorney Currier, Acting Clerk Arft, DPS Director Wood, Police Chief Clemence, Finance Director Gerber, City Engineer O'Meara, City Planner Ecker, Fire Chief Connaughton

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

12-370-16 APPOINTMENT TO THE HISTORIC DISTRICT STUDY COMMITTEE

MOTION: Motion by Hoff:
To appoint Paul Beshouri to the Historic District Study Committee to serve a three year term to expire June 25, 2019.

VOTE: Yeas, 7
Nays, None
Absent, None

Commissioner DeWeese added that there are still open positions on this committee, and suggested individuals contact the Clerk’s Office for more information.

12-371-16 APPOINTMENT TO THE CABLECASTING BOARD

MOTION: Motion by Harris:
To appoint Scott Weller to the Cablecasting Board to serve the remainder of a three-year term on the Cablecasting Board to expire March 30, 2017.

VOTE: Yeas, 7
Nays, None
Absent, None

Commissioner DeWeese noted this board has an alternate position available.
IV. 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.

12-372-16 APPROVAL OF CONSENT AGENDA

MOTION: Motion by Hoff, seconded by Boutros:

To approve the Consent Agenda as follows:

A. Approval of City Commission minutes of October 27, 2016.
B. Approval of warrant list, including Automated Clearing House payments, of December 7, 2016 in the amount of $1,851,265.14.
C. Resolution approving a request submitted by the Community House to hold the Bates Street Block Party on Merrill and Bates on August 12, 2017, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
D. Resolution approving a request submitted by the Memorial Day Committee to hold the Memorial Day Ceremony and aerial fly over on May 29, 2017 at 10:00AM, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
E. Resolution accepting the resignation of Adam Charles from the Board of Trades Appeals, thanking Mr. Charles for his service, and directing the Acting Clerk to begin the process to fill the vacancy.
F. Resolution authorizing Bowen Electric, LLC to install electrical and communications wiring in four parking structures in preparation for the installation of Skidata traffic control equipment at all entrance and exit gates, at a total cost of $38,426, according to the following schedule:
   - Pierce St. Structure: 585-538.002-981.0100 $10,478
   - Park St. Structure: 585-538.003-981.0100 $ 9,360
   - Peabody St. Structure: 585-538.004-981.0100 $ 9,200
   - N. Old Woodward Ave.: 585-538.005-981.0100 $ 9,388
G. Resolution appointing Mayor Mark Nickita to serve as the City’s delegate to SEMCOG and City Manager, Joe Valentine, to serve as the alternate.

ROLL CALL VOTE: Yeas, Commissioner Hoff
Commissioner Boutros
Commissioner Sherman
Commissioner DeWeese
Commissioner Bordman
Mayor Pro Tem Harris
Mayor Nickita

Nays, None
Absent, None

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

12-373-16 POPPLETON PARK CONCEPT SITE PLAN DATED SEPTEMBER 19, 2016.
DPS Director Wood provided the history of this project to date. The city hired M. C. Smith Associates and Architectural Group, Inc. to provide professional landscape architectural services to Poppleton Park in order to create a concept site plan. The services included an existing site analysis, attending meetings and developing a concept site plan based on public input.

The concept site plan is the first step to establish a “wish list” for a particular city park, which then becomes a tool to assist with planning efforts followed by more public discussions. It also makes for an ideal opportunity to incorporate the Poppleton Park concept site plan in the comprehensive 2012-2016 Parks and Recreation Master Plan, which is set to be updated during 2017. Once included in the overall Master Plan document, such Concept Plans can then be utilized for additional planning, budgeting and assist in applying for grants. Plus, it is a great opportunity to use to encourage donations for possible site amenities in the years ahead.

By way of some background, Poppleton Park is a 17.21 acre City property classified as a community park. Community parks typically contain a wide variety of recreation facilities to meet the diverse needs of residents from the community. They may include areas of intense active recreation as well as passive recreation opportunities not commonly found in neighborhood parks. Community parks can be large in size, but also include smaller parks meant to serve the entire community.

The City of Birmingham Parks and Recreation Master Plan 2012-2016 has identified Poppleton Park as part of the park improvement plan for a variety of potential updates. In addition, the fiscal year 2015-2016 budget planned for the creation of a concept site plan for Poppleton Park. Plus, as the result of a joint meeting of the City Commission and Parks and Recreation Board from September 15, 2014 Poppleton Park was highlighted among others as a priority. This called for the evaluation of parking options to relieve neighborhood impacts and to improve existing park conditions over and above general maintenance. So, as a result of planned initiatives the outcomes of this ongoing process to prepare a park concept site plan assists the administration in planning for long-term recreational improvements. This helps with a variety of tasks such as establishing priorities, timelines, budgeting and preparing action plans to address community concerns over the upcoming years.

During the course of this year, public input meetings about Poppleton Park included a Public Workshop held at the February 2, 2016 Parks and Recreation Board meeting. A second public input session was held on the October 5, 2016 meeting at the Parks and Recreation Board meeting to review a proposed concept site plan for Poppleton Park. The end result based on the Public Workshop held on February 2, 2016 and October 5, 2016, including public communications, neighborhood requests, review of parking options and the Parks and Recreation Master Plan is included herewith as a concept site plan which was adopted and endorsed on October 5, 2016 by the Parks and Recreation Board. In an effort to provide some additional details pertaining to the Poppleton Park Concept Site Plan a letter dated November 7, 2016 to Birmingham Community Members is enclosed as additional material.

The attached public notices were mailed out to all Homeowner Association Presidents and other interested parties including print media and various electronic media sources such as E-notify, City website and social media about the February 2, 2016 and October 5, 2016 public meetings. Also included with the material is a very rough cost estimate for Poppleton Park improvements based on the layout and design of the proposed concept site plan. The estimates are strictly projections for construction costs and do not represent actual bids. They serve as a guide to help determine project scope, phasing opportunities and for budgeting park priorities.
community-wide. The approved minutes from the February 2, 2016 and October 5, 2016 Parks and Recreation Board meetings are attached to serve as a reference to the Public Workshops. Also, included in this agenda packet are the various community emails from the public and communications regarding Poppleton Park, submitted in advance of this report being assembled.

Next steps going forward would be to include the accepted Concept Plan with the updated Parks and Recreation Master Plan in the upcoming year. The Concept Plan will also serve as a placeholder for future planning, budgeting opportunities and a starting point for design and development for ongoing park improvements.

Michael Smith, Tiffany Smith, and Melinda Whitten of M.C. Smith Associates and Architectural Group were present to describe the Concept Plan. Mr. Smith described the park’s existing conditions after evaluations were made of the site and with the DPS staff. He described it as not a very extensive park. It is a green space with an outdated playground and a couple of recreation activities.

One of the most important things was to develop appropriate spatial allocation for the barrier-free play area for both upper and lower level age groups to be used for both neighborhood and community use. Shelter buildings are always included for the playgrounds for shade shelter. Accessible walks were designed to provide access into the playground. The ballfield is utilized a great deal and needs some improvements. The open space could be significantly improved for better drainage for multi-use open space. Mr. Smith is aware of the controversy over trees that are in the field, and there is no interest in taking out trees where not appropriate. Once a detailed topographic survey and soil evaluation are done, then further determinations can be made on how they fit in a regrading plan and as far as saving and maintaining the trees. They have designed a picnic shelter for group utilization at the end of the open area. The accessible walkways around the entire park with good connections to the neighborhoods are an important aspect in the plan. Parking needs were discussed with safety in mind.

Mr. Smith said this park is not consistent with the community’s quality and stature at this time. It has the opportunity to be an outstanding neighborhood and community resource. Parks are quality of life issue for communities.

Commissioner Boutros asked for the location of new trees.

Commissioner Hoff asked to establish experience in Birmingham. Mr. Smith said that he worked on the Master Plan for the Rouge River Trail, and the Design/Master plan and the engineering for Barnum Park.

Mayor Pro Tem Harris asked if any component is necessarily dependent on another. Mr. Smith said if the playground is improved, then the city needs to provide barrier-free walkways to the playground of a maintainable hard surface material. He said the other pieces are somewhat the city’s prerogative. Parking is an evolution of additional analysis. From a priority perspective, he suggested undertaking the playground first, then the open field, then walkways.

Commissioner Bordman confirmed Mr. Smith said that if we improve the playspace/playground area, we would have to add to barrier-free accessibility to the play areas.
Commissioner Hoff asked how the Concept Plan was developed. Mr. Smith received an outline that came from the Parks & Recreation Master Plan and the Park Board and was given a list of appropriate kind of program elements that were desirable from the city’s perspective. Their job was to facilitate those ideas and show how much space it takes to do the playground and how much open space would be appropriate for a park of this size and how it best orients on the land.

Commissioner DeWeese said that this plan comes across as a single package, but if we choose some things over others, he asked if another Concept Plan is needed. Mr. Smith said the next step is to determine the direction the city wants to take to improve the park. A topographic survey would be done to be precise about the drainage and conduct soil borings; then he would start a design/development or master plan to receive additional input from everyone in the community on the playground, landscaping, etc.

Mayor Nickita said this park has not been addressed in many years. Mr. Smith has identified the deficiencies in terms of drainage, slope, etc. He asked Mr. Smith to explain site lighting upgrades and how that would be incorporated. Mr. Smith said the security lighting would be set so they are visible to prevent possible vandalism or inappropriate activities.

Mayor Nickita noted that this plan includes and discusses the issues of the current playground, drainage, soil, grading, and ADA accessibility. He added that the proposed Concept Plan discusses the current day standards for the park to bring it up to the standard that allows for basic functions, and not just the addition of elements.

Mayor Nickita asked how Mr. Smith arrived at the need for 88 parking spaces, and if that was based on the number thought to be needed, or was it based on the capacity that the design allowed for in the way it was configured. Mr. Smith said the number of spaces grew slightly based upon input from MDOT planners. He said parking is a highly negotiable element, and while the park is city land, their roadway is being accessed and MDOT has appropriate input into how, and with what access occurs.

Mayor Nickita said that once the parking lot is accessed from Woodward, we now have included MDOT in the discussion as to what the requirements are because it is now part of the roadway responsibility. He explained that Woodward Avenue is not controlled by the city, since it is a state street. Mr. Smith said the city will have the benefit of MDOT’s expertise in terms of access.

Mayor Nickita said he is trying to determine the different drivers in determining that number. Mr. Smith said with the parking being as sensitive an issue, the total quantity of additional parking is something that needs to be further evaluated and substantiated based upon the community needs and standards. He considers it a community park because of the features it has and the size of it in the city.

Commissioner Sherman commented that it was good to see so much interest in this issue to assist in the decision the commission will be asked to make. He said we are being asked to accept the Concept Plan or reject it. There is also a third option to accept and remove elements of the plan. Concept Plans are not adopted; they are only accepted, rejected or modified. The plan is held for a more in-depth discussion when the opportunity arises. It is viewed as a placeholder or a wish list of things that we want to think about when we want to develop. The city has a history of doing it this way.
Commissioner Sherman said they have received much communication about the Concept Plan which has been very helpful. He noted that the entire community has been talking about this plan before the Commissioners had seen it, and that is how a Concept Plan is supposed to be developed. The Commissioners’ opinions, while relevant because of funding and budgeting, is not as important as the public’s is.

Commissioner Sherman suggested that this is a park Concept Plan, and he believes the parking should be removed from the park Concept Plan.

**MOTION:** Motion by Sherman, seconded by Bordman:
To remove the parking element from the park Concept Plan, and move on to discuss the park and recreation elements of the park Concept Plan.

Commissioner Hoff said she is supportive, because that is the element that has appeared in most communications. There is a cohesive voice against the 88 spots on Woodward.

Commissioner Boutros said he is pleased with the motion.

Commissioner DeWeese is supportive of the motion. This park is due for getting close to its potential.

Mayor Nickita is in support of the idea of removing the parking. This sets the city in a position to be ready to go to the next level of identifying funding, and budgeting for improvements to enhance the parks.

Mayor Nickita said as opposed to having everyone in the audience come up to speak on the motion, and after having taken an informal show of hands that indicated that the public is unanimously in support of the motion on the floor, to remove the parking element from the park Concept Plan.

Jeff Hagen commented on Woodward access. Mayor Nickita said that access from Woodward would be included.

John Rushe commented about drinking fountains and picnic shelter.

Christine Fields expressed concern about the process. Mayor Nickita indicated that will be discussed next.

John Barry suggested amending the motion. Mayor Nickita clarified the motion is only about the park Concept Plan which includes the proposed parking element.

Commissioner Hoff called the question.

**VOTE:**
Yeas, 7
Nays, None
Absent, None

Mayor Nickita suggested having a productive dialog about the other items, keeping in mind a major component is general upgrade of items that have been overlooked for a while. By
moving the plan forward in some way, the city is able to look at funding. He suggested starting off the discussion with the play structure and playground area element.

Commissioner Hoff said she saw the most support for an updated playscape area to make it accessible for all.

Commissioner Bordman said she received communications from those who have special needs children. There is nowhere in the city for those children to play. She is supportive of universally acceptable playscapes.

Commissioner Sherman said it definitely belongs in the Concept Plan, and it would be interesting to hear if there is any opposition to it.

Mayor Nickita experienced the dramatic difference in the play structure that was updated at the park near his home.

Commissioner Hoff said tonight we are just approving an upgrade to the play area, but not selecting. She asked Mr. Smith if there are currently paths to get in to the area, and that paths should be included to be accessible.

Commissioner Boutros thinks the new play area is a must. It must be safe for everyone.

Mayor Nickita asked for comments about the drainage upgrade.

Commissioner DeWeese will help make greenspace more usable. It is not now living up to its potential.

Mayor Nickita said that leads to the idea of the open, multi-use level play area in the space.

Commissioner DeWeese said people would like more trees to enhance certain areas of the park, and prefer that mature trees not be removed. The proposal calls for 90 new trees in various locations to replace some that are diseased and dying.

Mayor Nickita said the site lighting deals with security issues. Mr. Smith added that he prefers input from the Police Department.

Commissioner Hoff said the walking path and the shelter are two of the other elements that are more controversial and the Commission should discuss.

Commissioner Bordman asked what is the intention for the shelters. Mr. Smith said that most shelters are used by families for picnics, neighborhood picnics, teachers, educators for classes, lunches, and the community. Most communities schedule their utilization. He believes without the parking, the shelter still has value for neighborhood school groups and people who want to utilize the shelter. That location provides proximity to view the entire field area and shade from the sun.

Mr. Smith said the playground shelter is essential for sun protection, and they rarely do a playground of this type without some shade shelter.
Commissioner Bordman asked Ms. Wood about renting the pavilion in Springdale and asked if this is the intent for the shelters being discussed. Mr. Smith added that the shelter in the play area should not ever be rented as it will be used for people to sit as their children play. Ms. Wood added the larger one was placed for the activities there. If the city were to permit it for rentals, it would follow the policy of the city.

Commissioner Bordman feels we do not really need the larger shelter, and we should encourage the shelter designed for the play structure for the reasons given.

Mayor Pro Tem Harris concurred with Commissioner Bordman about the large shelters. He said he has heard that walking paths are almost universal in new parks in the metro area. Mr. Smith said walking is the number one activity now. The path provides a great recreation opportunity for everyone.

Commissioner DeWeese noted that the Barnum master plan contains a picnic shelter. He is supportive of Commissioner Bordman’s suggestion about the shelters.

Commissioner DeWeese suggested that walking paths are a very good way to get people into the park. He heard concerns about the closeness of the north side path to the homes there. The path could be designed to be moved away from the homes, and he does not want to eliminate the path because of a concern which could be alleviated or resolved.

Commissioner Boutros suggested that since the parking along Woodward has been eliminated, we may want to consider benches along the walking path, rather than the shelter.

Mayor Nickita agreed that the shelter in the play area is a must. He found the other one less a value to the park. Given the fact that there are other areas that they exist or will exist at some point, he is not sure it is necessary. He finds the walking paths valuable and uses the Barnum paths a great deal. He anticipates that Wimbledon residents that live near Abbey would like to have some type of path to get to the park rather than walking on grass. He thinks adjustments could be made to the path to provide a level of comfort to the residents in the homes near the pathway.

Commissioner Hoff is in favor of the walking path in the Concept Plan, and agrees with the one shelter. She asked about the restrooms. Mr. Smith said the current plan has enclosures or a screen for portable toilets to soften the look. They would be placed on a pad, and would be ADA accessible with a paved walkway to them.

Commissioner DeWeese said the drinking fountains and improvements to the ball field seem to be popular.

Mayor Pro Tem Harris asked Ms. Wood about outfield improvements. Ms. Wood said general improvements include a new fence, new grass and a warning path.

Mayor Nickita invited the public to offer brief comments.

Ruby Teegarden is concerned about the walking path near the home and cutting down any healthy trees and is supportive of all the other details discussed.

Anne Bray suggested using hydrology relative to drainage issues.
Heidi Geissbuhler commented on the location of the walking paths near the homes, and is concerned about the ball field and street parking.

David Wilner commented on communication, walking paths, and safety of the park.

Joern Buss commented on ongoing costs, other forms of walkways, and opening up competition for design.

Glen Maylath commented on the playground and is against walking paths inside the park.

Stacy Miller commented on the play structure and is against walkways.

Margaret Kowal commented on green open space and is against paths inside the park.

Clinton Baller commented on community involvement.

Steve Howell commented on increasing accessibility, improving drainage, and changing the character of the park.

Tim Teegarden commented on the ball field and the value of green space and trees, and limiting walkways.

Commissioner Bordman suggested investigating why the field is wet and based upon results, we may want to consider something else. She does not want to overlook it.

DPS Director Wood responded that would be done as a normal course of action for any projects, with a site survey. When design and development plans are underway, that would be looked at then.

Commissioner Hoff said much of what has been discussed has been acceptable, except for the five comments against walkways. She would like to discuss moving forward on this motion.

Commissioner Sherman said a number of comments were concerned about materials that might be used whether or not there is an extensive pathway system through the area or something less elaborate; that is beyond the detail we have to get to here. The question is should there be some accessibility into the playgrounds and ballfield. We are not designing the park, so he is not sure we should pull that out.

City Manager Valentine said the question is whether these are the elements we want to study further.

Commissioner Hoff said we have to be very clear on what we are accepting.

City Manager Valentine said accepting this Concept Plan with the elements that have been included in it affords it the opportunity to move forward in the Master Plan update. Then the Parks & Recreation Board will look at these elements for further study and prioritization. During that process, consensus is reached on the elements to move forward on, and then the final design and development aspect would be implemented at a later date. That would get into the detail level of the elements in the Concept Plan.
MOTION: Motion by Hoff, seconded by Bordman:
To accept the Poppleton Park concept site plan dated September 19, 2016.

Commissioner Boutros said we are not itemizing and will set the details later.

Commissioner Nickita said he gathered from a few Commissioner and public comments, we were not necessarily in favor of the shelter. He suggested making a revision to the Concept Plan if that is the case. As far as the walking path, he is sensitive to the fact that this park has a tendency to have a somewhat natural condition, and some of the comments were in favor of maintaining that situation. At the same time, the walking paths refer to access to the playground, and when looking at the plan, there are paths around the playground and the ballfield. There are walking paths that are important for access, and he is reluctant to say we want to take out the walking paths without being specific. He suggested making clarification in the Concept Plan that the accessibility to those areas are important and perhaps not as important in other areas which would be studied further when it gets to that point. He asked if Commissioner Hoff would refine her motion to address the shelter.

Commissioner Hoff agreed and offered the following motion:

MOTION: Motion by Hoff, seconded by Bordman:
To accept the Poppleton Park Concept Plan, including one shelter near the play area, and ensuring walking paths accessible to the play area and ballfield.

Mayor Pro Tem Harris suggested the motion be refined to approve the plan and exclude the picnic shelter on the west side of the park dated September 19, 2016. Commissioner Hoff agreed to that restatement.

Commissioner Bordman agreed to second the refined motion.

Commissioner DeWeese pointed out that the comments are public record to direct staff and future consultant activities.

Sherman called the question. The clerk read the motion.

MOTION: Motion by Hoff, seconded by Bordman:
To accept the Poppleton Park Concept Plan, excluding the picnic shelter in the western corner of the park dated September 19, 2016.

Commissioner DeWeese confirmed with City Attorney Currier that the parking is excluded with this motion.

Mayor Nickita said the Concept Plan will be used as the basis for implementation. There will be opportunity to refine the plan, to bring those concepts together, and to include some of the ideas about a refinement of the design.

Cynthia Rose commented about a picnic shelter. Margaret Kowal commented that she would like the walking path removed that goes behind the houses on Wimbledon Drive.

VOTE: Yeas, 7
Nays, None
Absent, None

Commissioner Sherman left meeting at 9:42 PM.

12-374-16 PUBLIC HEARING TO CONSIDER THE PROPOSED LOT SPLIT OF 1286 WILLOW LANE.

Matthew Baka, Assistant Planner, explained the request of the applicant, who is the owner of the property known as 1286 Willow Lane, as seeking approval for a division of property in order to split the existing parcel into two (2) single family lots. The parcel at 1286 Willow Lane had previously been altered from its original size and therefore requires City Commission approval in order to execute the requested lot split. The current proposal is to split the existing large parcel into two lots with the majority of the property creating a 142.5’ wide parcel on the southern portion and an 85’ wide parcel on the northern portion. There is currently a large single family home on the property that would be demolished if the requested lot split is approved. The lots would then be developed with one single family home on each. The new homes would be subject to all R-1 zone regulations as required by the Zoning Ordinance. Enclosed are copies of surveys provided by the applicant depicting existing and proposed conditions.

The Subdivision Regulation Ordinance (Chapter 102, Section 102-53) requires that the following standards be met for approval of a lot division:

(1) All lots formed or changed shall conform to minimum Zoning Ordinance Standards.

The subject property is zoned R1, Single Family Residential. The minimum lot size per unit in the R1 zone is 9,000 sq. ft. The altered parcels that result from the lot split would conform to minimum Zoning Ordinance standards as set out in Article 02, Section 2.06 of the Zoning Ordinance, for the R-1 Zoning District. The proposed split would create an 11,900 sq. ft. parcel on the northern portion and a 19,950 sq. ft. parcel on the southern portion on the property. Accordingly, both of the proposed parcels would be in excess of the required 9,000 sq. ft. minimum lot size for the R-1 Single Family Residential District. Accordingly, the proposal meets this requirement.

(2) All residential lots formed or changed by the division shall have a lot width not less than the average lot width of all lots on the same street within 300 feet of the lots formed or changed and within the same district.

The proposed parcel to the north would be 85’ wide and the proposed parcel to the south would be 142.5’ wide. The average lot width of lots in the area is 126.42’ wide. Accordingly, the parcels created by the lot split will not meet this requirement.

(3) The division will not adversely affect the interest of the public and of the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:

a. The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use of appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.
b. The effect of the proposed division upon any flood plain areas, wetlands or other natural features and the ability of the applicant to develop buildable sites on each resultant parcel without unreasonable disturbance of such natural features.

The applicants have indicated their intent to construct new single-family homes on the lots if the requested lot split is approved. The new homes would be subject to all R-1 zone regulations as required by the Zoning Ordinance. Current ingress and egress would continue to be maintained off of Willow Lane.

The proposed lot division will not hinder the development of adjacent properties. The subject property is not located within the floodplain or soil erosion limit of a recognized stream, river, lake or other water body. The site does not appear to exhibit evidence of regulated wetlands or endangered species of flora and fauna. The proposed lot rearrangement and property transfer will not affect any natural features on the site.

The proposed lot rearrangement will not negatively affect the supply of light and air to adjacent properties. It will not negatively affect the capacity of essential public facilities. City departments have no objections to the proposed lot split.

The proposed lot split does not meet standards #2 as outlined in the City Code. However, the following section of the City Code gives the City Commission the authority to make exceptions as follows:

Sec. 102-4. Waivers
The city Commission may waive the requirements as set forth in this chapter in those instances when the Commission determines that the enforcement of such requirements might cause unnecessary difficulties on the applicant or where the Commission determines that a waiver of any such requirement by the Commission shall not preclude the applicant from complying with all provisions of chapter 126 of this Code.

Commissioner DeWeese questioned the history of the parcels. Mr. Baka said that over the years, people bought multiple lots and also split lots on either side of them. They are at the Commission because they own portions of different lots and did not combine two existing lots that had never been combined; the code would allow that to be administratively approved.

Mr. Baka confirmed that the city code says that all plats that have not been altered from their original form can be administratively split. Mr. Baka confirmed that the plat has been altered at some point, so it must come to the Commission tonight.

Commissioner Hoff said the Commission received a packet of materials from property owners on Willow Lane objecting to this lot split. She would like to hear the objections.

Mayor Nickita observed that the sketch appears to show that the site itself is to some degree in scale to the lot to the south and the lots to the west in terms of context with larger, wider lots.
with homes a bit longer. The houses to the north on three lots and the houses on the next street to the east are more in line with the potential, proposed lot split. He continued that when the Commission looks at lot splits it considers how the existing and potential lot split falls in line with the context. That is a consideration to recognize since it is one of the criteria we consider.

Mayor Nickita opened the Public Hearing at 9:53 PM.

Peggy Cook, Willow Lane resident, described the street as not a through street. She said the difference in the proposed lot width is a significant shortcoming and fails by 40 feet, and should be enough for the Commission to deny the lot split. A waiver can be granted if the enforcement of the requirements will cause unnecessary difficulties on the applicant. She said that means the applicant must convince you that there is a reason you should ignore what is clearly stated in the requirements. She said there is no evidence that this will cause the applicant any hardship. The application states that the owners’ intention is to market the new parcel for sale. She said that this action will trigger a domino effect. The residents are also concerned about the infrastructure. She said the Commission has an obligation to deny the split.

Ed Mann, Willow Lane resident, said the subject house was built in the 1930’s. He fully supports Ms. Cook in her objections.

Attorney Leslie Banas represents the applicants. She responded that the owners are not developers and are current residents of Birmingham. Their goal is to enhance the character of the neighborhood. It is an older house that is not environmentally sustainable, is antiquated, and does not suit the needs of the kind of family that the applicants have, so they wish to improve it. The lot is extremely wide at 227 feet, far wider than any other lot on the street. She said the smaller lot of the two being proposed would result in a square footage of over 11,000 s.f. Since the minimum for R1 is 9,000 s.f., they would still have a lot that is far larger than the minimum requirements. A house there could be over 3,000 s.f. They wish to build a home that is suitable for the community and since they will be selling the second lot, they can take into account the kind of owner that will be building a home on that property since they would be their neighbors. She said the criteria in ordinance that has been referred to affects the general public and abutting property owners.

Tim Page, Willow Lane resident who abuts the subject lot, said Willow Lane is a park-like street and strongly objects to the split.

Ben Templeton, Templeton Building Company, is the applicant’s builder. He described the type of home they would like to build to fit in the neighborhood.

Tom Saeli, Willow Lane resident and lives on the street from the subject lot. He was not able to sign the petition but he objects to the lot split.

Ryan Robison, Willow Lane resident who lives across the street and just south of the subject lot, disagrees that just abutting property owners have more voice in this matter. He opposes the lot split at every level.

Peggy Cook said the law says the lot must meet the minimum width standard, and this does not meet the standard. She urged the Commission to deny the split.
Commissioner Hoff commented that the existing house can be torn down and the new home can be built on the lot, so there is no problem building the home on that lot. The only question is selling off a part of the lot.

Mayor Pro Tem Harris asked Mr. Baka if the split would comply with chapter 126 of the code. Mr. Baka responded that they would have to meet all the criteria of chapter 126. They have not presented plans at this point. He confirmed they would not have the option to not build it to compliance with the code.

Mayor Pro Tem Harris noted the neighbors who are opposed claimed that the lot split, if approved, would tax the existing infrastructure. Mr. Baka asked the City Engineer, and he felt it would not create an undue burden that would accelerate the deterioration of the system. He did note that most of the sewers in the area are between 80 and 90 years old.

Mayor Pro Tem Harris asked when the applicants knew that they had to split the lots to satisfy what they wanted to do. Mr. Templeton said they knew the rules when the property was purchased. The hardship is the finances.

Mayor Nickita closed the Public Hearing at 10:28 PM.

MOTION: Motion by Hoff, seconded by DeWeese:
To deny the lot split of 1286 Willow Lane as proposed based on the following conditions that adversely affect the interest of the public and of the abutting property owners:
1. Because a majority of the residents on Willow Lane are opposed to the lot split.
2. The abutting residents at 1344 and 1234 Willow Lane oppose the lot split.
3. This does not meet the requirement of the average lot width which is 126.42 feet.

Mayor Pro Tem Harris is inclined to support the option for the latter two reasons.

Commissioner Bordman expressed concern with the width issue. She said 40 feet is a significant difference, and for that reason she is supporting the denial.

Mayor Nickita said there is legal criteria as well as other criteria. There have been questions about whether this is a hardship, and he heard nothing to support that it is. There is something to be said about adhering and recognizing the character of the street as part of the discussion and as part of the thinking. It does not seem that this street is in transition like many of the city's streets are. This seems to be a street that has been stable for a long time and likely will be for some time in the future, and therefore it is not in this transitional mode that many other streets are in.

Commissioner Boutros agreed that the applicant can build a dream home on the lot and satisfy the neighborhood. He supports the motion to deny.

VOTE: Yeas, 6
Nays, None
Absent, 1 (Sherman)

Mayor Nickita recessed the meeting at 10:33 PM.
Mayor Nickita resumed the meeting at 10:38 PM.

12-375-16  MKSK DESIGN FOR OLD WOODWARD AND MAPLE.
City Planner Ecker provided background on this item. On November 21, 2016, the Multi-Modal Transportation Board (“MMTB”) reviewed the proposed 66’ wide road section recommended by MKSK for Old Woodward, and the 40’ section recommended for Maple. After lengthy discussion, the board voted 4 to 3 in favor of recommending approval to the City Commission of the proposed 66’ cross section, with back in angled parking. The three dissenting voters cited the need for additional public input and emphasized the importance of Old Woodward in Birmingham and the need to make greater gains for pedestrian and other multi-modal elements.

On November 21, 2016, the City Commission also reviewed the proposed 66’ road section as recommended by MKSK, and discussed the recommendation of the MMTB to approve the section with back in angled parking. Several City Commissioners and members of the public expressed concern about the suggested change to back in angled parking. Ultimately, the City Commission voted to recommend the suggested 66’ cross section for Old Woodward with head in angled parking, and the 40’ cross section for Maple Road with parallel parking. The City Commission requested that MKSK finalize the design of Old Woodward with head in angled parking in such a way that it could possibly be converted into back in angled parking in the future.

On December 1, 2016, the Multi-Modal Transportation Board reviewed the different material options proposed for use on Old Woodward and Maple within the project area. The MMTB voted unanimously to recommend the use of enhanced materials for the crosswalks, street pavement and streetscape for both Old Woodward and Maple, and requested clarification on the following issues:

- The type of striping that is required for left turn lanes in order to enforce no driving in that lane;
- The safety of pedestrians on the corners where there is a flush curb;
- The possibility of changing the tactile and/or color experience in the non-left turn portion of the left turn lane; and
- The type of striping that is required to delineate a crosswalk when brick pavers are used.

The MKSK team has now completed final plans for City Commission review, incorporating all of the comments previously expressed by the City Commission, the Multi-Modal Transportation Board and City staff. In response to the MMTB’s request for clarification on the above topics, MKSK has provided the following responses:

- Striping to denote the left turn lane can be painted on the roadway or can be created using a contrasting color material (such as white or yellow pavers to permanently create lane striping, left turn arrows, etc.);
- Granite bollards are proposed to provide a protected area for pedestrians at corners where a flush curb is proposed, and the flush curb is proposed to be constructed of a contrasting color to draw attention to the driving lane (black granite);
- Different materials and / or colored materials may be used in the non-turning portion of the left turn lane to discourage driving in these areas; and
- Striping to denote crosswalks can be painted on the pavement or can be created using a contrasting color material (such as white or yellow pavers to permanently create crosswalk dimensions and detailing).
The MKSK team will present their final plans and recommendations to the City Commission on December 12, 2016, including their recommended design elements, streetscape and furnishing materials, and final striping and landscaping recommendations.

Based on the input of the City Commission, staff will develop a bid package incorporating the previously approved road sections utilizing the City’s existing standards and solicit alternatives for the components of the enhanced plan in order to make any adjustments based on cost considerations at the time actual bids are received. The project will then be bid out with both alternatives, and the City Commission will have the opportunity to select the appropriate materials and level of finish based on the actual costs for each option as submitted by respondents.

To keep the planned timeline for this project, the suggested action has been developed to proceed with the MKSK design and conclude element selections once actual costs are available.

Commissioner Boutros returned to the meeting at 10:41 PM.

Brad Straiter of MKSK recapped the project goals to create a better environment for all patrons, maximize the sidewalk design to allow for more flexibility and creative use, maintain and enhance parking, improve modes of traffic flow and street safety, create a space conducive of doing business, insure safety for all users.

Project scope for Phase I consists of Old Woodward from Oakland to Brown and Maple at the Old Woodward intersection; Phase II is E. Maple from Woodward Avenue to Old Woodward and W. Maple from Pierce to Chester; and Phase III is Old Woodward from Brown to Woodward Avenue.

MKSK recommendations are:

Street Section:
- Old Woodward - 66 feet street section for Old Woodward
- Maple - 40 feet street section

Crosswalk dimensions – Woodward and Maple at 14 feet wide; all other intersections along Woodward at 12 feet wide, and on Maple 10 feet wide. All crosswalks follow the multi-modal standards

Midblock crossing-Design Team recommends to not introduce mid-block crossings at all passage alleyway locations due to concern of safety and loss of parking

Use flush curbs to shorten crosswalk length but provide appropriate turning radii for large vehicles

Angle Parking Direction:
- Design team recommends back-in parking at 9’6” wide
- City’s short term preference and direction is head in parking at 9’6” wide which would allow reverse angle parking in the future if needed

Overall Street Character:
- Maple – “Downtown Street” – maintain existing city standards
- Old Woodward – Use more durable materials to create the “Signature Street” of Birmingham
Mayor Nickita asked to clarify the plans for Maple and Pierce. He said there is an alley to the west of Pierce on the north side which is also a passageway, so it is has to be accessible. There is a cross walk there and he asked if there was a review of potentially putting an island there which would help to demarcate the pedestrian aspect there.

Commissioner Hoff confirmed that the parking area is 15.5 feet on each side of the street. The parking bays are deeper than what they are today so by narrowing the travel lanes for safety. Mr. Strater said Maple is designed for two 12 foot travel lanes and two 8 foot parallel parking lanes.

Commissioner Hoff said the bulb outs make it difficult for larger vehicles to turn so that is why some are being designed with flush curbs. She asked why the bulb out was so big. Mr. Strater explained that the bollards are there so the trucks know they cannot go beyond it. The other reason is that it protects vehicles that are parking and not just to shorten the pedestrian crossing. He added that bollards are designed only for two of the four intersections at Maple and Old Woodward, because the angle is more acute. The truck radiiis were dropped and some sizes of trucks would go up and over the curb if that was not done. Mayor Nickita added that trucks will recognize the bollards placed there, proceed very slowly, and the pedestrians will back up to allow the truck to proceed. The bollards are there to assist the truck in its maneuvering around the corner. Pedestrians will not stop behind the bollards to wait; the bollards are there for the trucks’ assistance in maneuvering.

Commissioner Boutros asked about the mid-block crossings that were discussed previously. He is referring to S. Old Woodward between Merrill and Maple. Mr. Strater said they looked at the passageway and when it was sketched out, a lot of parking spaces would be lost. The City Engineering department and their Traffic Engineer were concerned about pedestrian safety because of the angled parking and lack of visibility of pedestrians. Initially, it was thought about two spaces on either side would be lost, but then it went to four or more spaces lost.

Commissioner Boutros questioned how it would be less safe with a mid-block crossing than it is now without one. He noted that no additional parking spaces would be lost on the east side of Old Woodward because there is already a bump out. He is more concerned about the pedestrian safety. Mr. Strater said there is also a city liability issue which is a concern.

Mayor Nickita said he agrees with Commissioner Boutros’ comments. Mayor Nickita said we have created a passageway and created half the cross walk, and have not finished it. He said he measured it, and we lose two or maybe three spaces on the west side. There are many examples of communities that are designing mid-block crossings. He would like it to be seriously studied. He said the argument of parking is valid, but pedestrian safety is more concerning when we have created the system of pedestrian passageways in the downtown.

Commissioner DeWeese is supportive of mid-block crossings, especially on Old Woodward. Crosswalks will alert the drivers to slow down for walkers; he does not see any downside.

Commissioner Bordman concurs in the desire to see crosswalks.

Commissioner DeWeese wondered why there is not a pedestrian island on Old Woodward at Merrill as well as Hamilton on Old Woodward for pedestrians where there is not a left turn movement. He thinks it would be very helpful. Mr. Strater said they will take a look at that
again. Commissioner DeWeese said it would also encourage drivers to not be arbitrarily using the center lane except to turn.

Commissioner Hoff noted that different light fixtures and benches have been proposed and asked if they have been approved.

City Manager Valentine said there are alternatives to consider in the future, but those decisions do not have to be made today. When the city decides to bid this out, the physical elements will have been identified. Our existing city standard in place now will be used for the base bid. In addition, MKSK has a plan that includes several alternatives for including brick in the parking area, having a center turn lane, enhancements to the intersection at Woodward and Maple, tree wells, etc; these will all be alternatives to the city standard spec. At the time of the bid review, the Commission will have the opportunity to review those alternatives in context to the budget and make the decision based on accurate information regarding where you want to go with the project going forward. He confirmed for Commissioner Hoff that the light fixtures, benches, waste receptacles, etc., are also going to be alternative elements.

Mayor Nickita said the purpose tonight is accepting the plan, although if there are issues that need revision, we can direct the design team to revise accordingly and bring back the plan with the revisions before going out to bid the project.

Commissioner Hoff said we are aiming to have this started in spring 2017, and thinks we are rushing the whole thing. She said this is not our usual way of doing this.

Commissioner DeWeese said we have heard that some of the merchants have suggested breaking the construction into two pieces, and he asked if that affects the bidding. City Manager Valentine said the design should be decided, and then the second step is implementation.

Mayor Nickita said there are a couple of items that should be included and then brought back to the Commission, including the mid-block crossing; a bump out at the via next to Universal Watch, near Joseph A. Banks and Café Via, a pedestrian safety island in front of the Birmingham Theater southbound, other similar locations near Astreins, and in front of the alley on Maple.

Commissioner Hoff asked if the purpose of the islands is to slow down the traffic. Mayor Nickita said it serves as a safety point for the pedestrian in the middle of the block and to give a driver a clearer view of a pedestrian crosswalk vs. just the crosswalk.

Commissioner Hoff is not in favor of them.

Commissioner Bordman knows the Lincoln islands are an irritant. She was opposed to the island at Oak and Lakepark, but she is shocked at the effect. She crosses there often, and cars stop to let her cross the road, and that never happened prior to the island installation. She sees a value in safety for the pedestrian.

Mr. Strater indicated that he has enough to go back and revise to bring back again.

City Engineer O'Meara addressed the suggestion about splitting the job into parts. The way the sewer and water is designed, we could really coordinate the job so there are two crews working
simultaneously. We can be twice as productive with the time the road is closed. We also save money with mobilization. He said extending out the time longer would hurt everyone.

City Engineer O'Meara said he is hoping the project will take roughly four months.

Commissioner Hoff asked if the costs would be increased if done in two stages. Mr. O'Meara confirmed it would.

Glen Ceresnie, business owner representing 25 merchants, commented on the idea of constructing in two stages.

**12-376-16 AMENDMENT TO THE SCHEDULE OF FEES, CHARGES, BONDS AND INSURANCE.**

Fire Chief Connaughton and Fire Marshal Biggar were present to the request to amend a fee for inspections for non-electronic reports. The fee is $50 and would be added to the city’s fee schedule.

**MOTION:** Motion by Boutros, seconded by Harris:

To amend the Schedule of Fees, Charges, Bonds and Insurance, Fire Department section, to include the charge for Administrative fee for non-electronic reporting.

**VOTE:**

- Yeas, 6
- Nays, None
- Absent, 1 (Sherman)

**VII. REMOVED FROM CONSENT AGENDA**

**VIII. COMMUNICATIONS**

**IX. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

**X. REPORTS**

**12-377-16 COMMISSIONER REPORTS**

The Commission will appoint members to the Public Arts Board on January 9, 2017.

**12-378-16 CITY STAFF REPORTS**

The Commission received the FY 2016/2017 PSD SAD 869 assessment report, submitted by Finance Director Gerber.

The Commission received the Woodward Tree Planting Update, submitted by DPS Director Wood.

**XI. ADJOURN**

The meeting was adjourned at 11:45 PM.

Cheryl Arft, Acting City Clerk
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mark Nickita called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present, Mayor Nickita
Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese
Mayor Pro Tem Harris
Commissioner Hoff
Commissioner Sherman

Absent, None

Administration: City Manager Valentine, City Attorney Currier, Acting City Clerk Arft, City Planner Ecker, City Engineer O’Meara, BSD Assistant Rondello, Assistant Planner Campbell, Planning Intern Cowan.

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

IV. 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.

01-10-17 APPROVAL OF CONSENT AGENDA

The following item was removed from the Consent Agenda:

- Item A (Minutes of November 21, 2016) by Commissioner Bordman
- Item M (Set Public Hearing to consider amendment to Zoning Ordinance)
- Commissioner Hoff will abstain from voting on Item A (Minutes of November 21, 2016) due to her absence from the meeting.

City Manager Valentine explained that Commissioner DeWeese asked to remove Item M from the Consent Agenda in order to clarify that there are two resolutions for setting the Public Hearing, and for consideration at the Public Hearing on February 13, 2017, it will be an “and/or” situation. For purposes of setting the Public Hearing tonight, we want to make sure that they are both set individually.

MOTION: Motion by Sherman, seconded by DeWeese:
To approve the Consent Agenda as follows, and with the correction that Item M should read
“and” not “and/or”, and paying special note to Mr. Gottlieb, Mr. Bonney and Mr. Steinberger for their service to the city.

B. Approval of warrant list, including Automated Clearing House payments, of December 14, 2016 in the amount of $544,489.93.

C. Approval of warrant list, including Automated Clearing House payments, of December 21, 2016 in the amount of $1,564,889.66.

D. Approval of warrant list, including Automated Clearing House payments, of January 4, 2017 in the amount of $261,311.20.

E. Resolution accepting the resignation of Harold Gottlieb from the Board of Review, thanking him for his service, and directing the Acting Clerk to begin the process of filling the vacancy.

F. Resolution accepting the resignation of Scott Bonney from the Architectural Review Committee, thanking him for his service, and directing the Acting Clerk to begin the process of filling the vacancy.

G. Resolution accepting the resignation of Michael Steinberger from the Board of Review, thanking him for his service, and directing the Acting Clerk to begin the process of filling the vacancy.

H. Resolution approving a request from the Birmingham Shopping District to hold Birmingham Farmers’ Market on Sundays from May through October, 2017 from 9:00 AM to 2:00 PM, in Municipal Parking Lot No. 6 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

I. Resolution approving a request from the Birmingham Shopping District to hold the Family Movie Nights on June 23, July 15, and August 11 in Booth Park, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

J. Resolution approving the use of two (2) parking spaces in the right-of-way directly abutting the property located at 33263 Woodward to fulfill a portion of the off-street parking requirements per Article 4, section 4.43 (G)(1) of the Zoning Ordinance, and to make any improvements recommended by the Engineering Division.

K. Resolution setting Monday, February 13, 2017 at 7:30 PM for a public hearing to consider the following amendments to Chapter 126 Zoning:
   (a) Article 3, Downtown Birmingham Overlay District, Section 3.04, to create a new D5 Zone and to establish development standards for this district;
   (b) Article 6, Nonconformances, Section 6.02, to allow for the extension and/or enlargement of existing legal, non-conforming buildings;

   AND

   Resolution setting Monday, February 13, 2017 at 7:30 PM for a public hearing for to consider the rezoning of the following properties:
   (a) 555 S. Old Woodward (555 Office and Residential Buildings) from D4 in the Downtown Overlay to D5 in the Downtown Overlay;
   (b) 411 S. Old Woodward (Birmingham Place) from D4 in the Downtown Overlay to D5 in the Downtown Overlay; and
   (c) 225 E. Merrill (Merrillwood Building) from D4 in the Downtown Overlay to D5 in the Downtown Overlay.

L. Resolution setting Monday, February 13, 2017 at 7:30 PM for a public hearing to consider the proposed rezoning of 412 – 420 E. Frank Street from B1 (Neighborhood
M. Resolution setting Monday, February 13, 2017 at 7:30 PM for a public hearing to consider the following amendments to Chapter 126, Zoning:
(a) Article 02, section 2.29 (General Business), to allow bistros in the Rail District as a use requiring a Special Land Use Permit;
(b) Article 02, section 2.31 (General Business), to allow bistros in the Rail District as a use requiring a Special Land Use Permit; and
(c) Article 09, section 9.02 (Definitions), to add a definition for Rail District.

AND

Resolution setting Monday, February 13, 2017 at 7:30 PM for a public hearing to consider the following amendments to Chapter 126 Zoning:
(a) Section 2.29, B2 (General Business) to amend the accessory permitted uses; and
(b) Appendix C, Exhibit 1, Economic Development Licenses map.

ROLL CALL VOTE: Yeas, Commissioner Sherman
Commissioner DeWeese
Commissioner Hoff
Commissioner Boutros
Mayor Nickita
Mayor Pro Tem Harris
Commissioner Bordman

Nays, None
Absent, None

Commissioner Bordman asked that the vote tally be included for the Birmingham Shopping District Board member appointment in the November 21, 2016 minutes. She asked that her title be added to her name on page 12.

MOTION: Motion by Bordman, seconded by Boutros:
To approve the November 21, 2016 minutes, as amended.

VOTE: Yeas, 7
Nays, None
Absent, None

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

01-02-17 MKSK DESIGN FOR OLD WOODWARD AND MAPLE
City Planner Ecker explained the history and action needed tonight. On December 12, 2016, the MKSK team presented their final plans and recommendations to the City Commission, including their recommended design elements, streetscape and furnishing materials and final striping and landscaping recommendations. After much discussion, the City Commission directed the MKSK team to further study and add mid-block pedestrian crossings on Old Woodward south of Maple, on E. Maple east of Old Woodward, and to add pedestrian safety islands or medians with landscaping at Hamilton and N. Old Woodward, Merrill and S. Old Woodward, and on W. Maple just west of Pierce. In addition, the City Commission noted that the corrections had not been made to the drawings to show the existing alley just west of Pierce on the north side of W. Maple. The MKSK team was requested to refine the plans based
on the comments made, and to return to the City Commission on January 9, 2017 with the proposed changes.

Accordingly, MKSK has further studied each of the issues raised by the City Commission on December 12, 2017 and has prepared a refined plan for consideration. The revised plans have added a mid-block crossing on S. Old Woodward south of Maple, and on E. Maple east of Old Woodward as requested by the City Commission, and street views of each of these crossings have been provided. The MKSK team has further studied the issue of adding pedestrian safety islands or medians at the three other proposed locations, and their studies have shown that the installation of medians or crossing islands at each of the identified locations would interfere with truck turning movements, and thus they cannot recommend the addition of such islands or medians at Hamilton and N. Old Woodward, Merrill and S. Old Woodward or at Pierce and W. Maple. The MKSK team has also revised the design of W. Maple at Pierce to correctly show the one way entrance to the alley on the north side of W. Maple, and has updated the plans to show the use of flush curbs on only two corners of Maple and Old Woodward where acute angles are present. Granite bollards continue to be proposed on these two corners only. Based on the input of the City Commission, staff will develop a bid package with two alternatives: one option including specifications for the use of the existing City standard materials in the proposed design; and a second set of alternate specifications for the use of enhanced materials as proposed. The project will then be bid out with both alternatives, and the City Commission will have the opportunity to select the appropriate materials and level of finish based on the actual costs for each option as submitted by respondents.

Ms. Ecker introduced Matt Manda and Caitlin Malloy Marcon from MKSK to briefly address the three areas to review and refine.

Mr. Manda discussed the center medians on Old Woodward at Hamilton and at Merrill. He described the conflict that large vehicles have when turning left on to Old Woodward at the intersections. The conflict is about 25 feet, and therefore, MKSK is recommending that landscape medians are not located there because of the wear and tear and destruction they would experience. MKSK recommends flush brick center turn lane in those locations to mitigate those conflicts.

Mr. Manda explained the revisions to the turning radiiuses based on turning templates, and the number of flush curb conditions were minimized. The only two locations will be at Old Woodward and Maple. Bollards will be installed at those locations to provide protection to pedestrians.

Mr. Manda advised that they designed a midblock crossing and median on E. Maple. He noted the median does not go on the other side of the crosswalk due to the lack of room for the traffic lights. He said there is a median west of it that will provide some protection and will be signed. The second midblock crossing on Old Woodward has protective medians on both sides of the crossing. After further study, MKSK removed the median at the alley access on E. Maple due to a tight turn and the median would be in conflict with larger vehicles making that movement coming westbound on Maple into the alley.

Mr. Manda described midblock crossings and medians that were reviewed on Old Woodward, the alley access on Maple, and on E. Maple.
MKSK has recommended a material pallet for each streetscape and also compared the current parking counts as compared to the proposed parking. The difference is about 12-15 spaces lost.

Mr. Manda explained that work on the final design needs to be done based on survey information, so there will be some adjustments made. He reviewed the items that still need some input.

Commissioner Boutros asked for the midblock locations. Mr. Manda said the Old Woodward location aligns with the centerline of the existing passageway. The E. Maple location is close to Joseph A. Banks that leads to Café Via, and does not align exactly with the passageway. He explained that it is slightly offset to the east due to how close the crossing was to the drive lanes transition.

Mayor Nickita commented that the point of the midblock crossing is to align with either of the passageways or to be truly midblock between Peabody and Old Woodward. Mr. Manda said they looked at pushing it further east and were concerned with the number of parking spaces lost there and the negative effect. They were losing six spaces.

Mayor Nickita expressed a concern with the location of this crossing. It is an odd alignment and safety is the issue here. If people do not see the crossing, it is likely they will cross unsafely. The idea is to clearly define the crossing. He believes that it can be done without losing that many parking spaces.

Mr. Manda said there is also the geometry of the transitioning drive lanes to the intersection as well.

Mayor Nickita said we will be re-striping E. Maple as well so the crosswalk could be set as the starting point and stripe the parking behind it. Mr. Manda said it could be shifted east.

Commissioner Bordman asked what the width of the crosswalk is on Old Woodward, and how many parking spaces were taken to accommodate it. Mr. Manda said it is 12 feet wide, and is aligned with the via passageway. Commissioner Bordman asked if less parking would be lost if it was designed narrower than 12 feet.

Mayor Nickita expressed concern with the width as well.

Commissioner Hoff confirmed that the median on W. Maple has been eliminated. Mr. Manda recommended that a median be put in on E. Maple and if another parking space is removed, a larger median can be built. Mayor Nickita noted that changing the location as presented tonight would make it a truly midblock crossing.

Commissioner Hoff confirmed the use of bulb outs at intersections which decreases the distance for pedestrians and to increase the aesthetics, yet the bollards have to be installed to prevent vehicles. She questioned if the bulb outs can be made regular sized. Mr. Manda said the two corners in question are very tight, and the actual turning movement of a large truck will run over that. The curb will be run over a great deal which will deteriorate the curb quickly. The flush curb condition makes it easier for that movement to occur. The introduction of bollards is for the safety of the pedestrians. He explained the bollards signal to the pedestrian where to
stand when a truck approaches, and also to signal to the driver that there is a certain amount of space given to make the maneuver.

Mayor Nickita noted that the drawing depicts an 18 wheeler, and suggested that is not a standard or a guideline. He suggested we should design for a more typical vehicle.

Commissioner Bordman expressed concern about the size of bulb outs. She is in favor of reducing the size.

Commissioner Hoff confirmed the size of the travel lanes, center lane, parking bays and sidewalk area.

Mayor Nickita commented on the medians in the places where we will never have vehicle traffic at all because left turns are not permitted there. The intention to put some type of landscape or median was that it will add to the visual recognition of the crosswalk there and a safe point midway. The locations are at Hamilton, and at Merrill. The recommendation to eliminate it was that the turning radius is too severe. He questioned if we are again designing for an 18 wheeler. He said we have the same condition on Old Woodward at Harmon currently where we have a median and a crosswalk and a nose lip at the end that projects into the intersection. He said the projection was not recommended in the design, and said his review of the intersections did not indicate any trucks hitting and it is a full curb. He asked to find another way of addressing the concern of clipping, and thinks it could be pushed back enough to actually be placed there, or design a rolling curb option to allow us to have some give if there is an issue.

Mayor Nickita said they have an idea of using this space by making it helpful for pedestrians and potentially some landscape to beautify it. Mr. Manda said MKSK could provide for the median design depending on the type of truck and/or route changes.

Commissioner DeWeese commented that the same standards were applied to both sides of median even though the conditions are different depending on direction being traveled on Old Woodward, and asked why are both the same distance from the crosswalk when only one is affected by a left turn. Mr. Manda said when the turning templates are applied, the intersection is not as large as one might think.

Mayor Nickita noted that speed is an issue as well because when the dimensions and radius are calculated, it is calculated by speed. If speed diminishes, the radius can be tighter.

Commissioner DeWeese confirmed that the measurements are being based on a very large vehicle. Mayor Nickita understands that those trucks do come into town for deliveries, but there is a recognition that there is a plan of action or a travel way out. It is a combination of strategies to achieve what we want, which is a safe, very pedestrian-friendly downtown, as walkable and comfortable as possible for pedestrians.

Commissioner Boutros asked if signage would be a solution to communicate to delivery vehicles. Mr. Manda said that could be a solution.

Mayor Nickita said he is clarifying the goals and whether or not the goals can be achieved.

Commissioner Bordman added that there are different criteria and assumptions being suggested tonight which explains the conflict when there really is not a conflict.
Mr. Manda agreed that it is design criteria and priorities and the process involves putting those in order and evaluating. If having a medium to large size trucks in the downtown is not a desirable criteria, that will have an impact on the intersections, curves and details.

Mayor Nickita commented that we are very close. There are some subtleties to the midblock crossings. He confirmed with Mr. Manda that the width of the crossing on Maple is 10 feet. It may be too close to Old Woodward. He said that is another priority criteria issue. Surely, parking is a priority, but also designing a pedestrian crossing in the most appropriate way is a very important priority. He thinks we have to minimize the parking loss by doing it at the via and not at the Social crossing. We can explore options on how to address a couple of medians in the way we discussed achieving the goals.

Mayor Pro Tem Harris recognized we are on a tight timeline, and wondered if an additional iteration will affect the timeline.

City Manager Valentine said we are very tight on the timeline, and as we move forward, that will push things back. It would be an additional two weeks before the next meeting. Mr. Manda said that is enough time to revise and bring back. Mayor Nickita said it is very important to do this as well as we can.

Mayor Nickita clarified the items discussed which included diminishing the width of midblock crosswalks to maximize parking wherever that is possible, and some of the options for the medians in two locations. The only other median we did not discuss is the alley located by Pierce. He suggested designing something there that would be similar to the other median designs, perhaps smaller and with a rolling curb. Mr. Manda said that is a very narrow alley. Mayor Nickita suggested that we might consider recommending a traffic pattern question on whether that is done one way or the other. He suggested looking at the use at that alley to determine if there is another option.

01-03-17  FINAL REPORT OF THE AD HOC RAIL DISTRICT REVIEW COMMITTEE

City Planner Ecker provided background and history of the Ad Hoc Rail District Review Committee established by the City Commission on January 11, 2016, to study existing and future conditions and to develop a recommended plan to address parking, planning and multi-modal issues in the Rail District and along S. Eton Road (“the Rail Plan”).

Over the past eight months, the Ad Hoc Rail District Review Committee has worked to identify issues in the Rail District and along S. Eton, and to develop a plan with recommendations to address parking, planning and multi-modal issues in the Rail District, as directed by the City Commission. The Ad Hoc Rail District Review Committee requested funds to hire a consultant to review some of the intersection design concepts discussed by the Committee, and to conduct an analysis of parking in the study area. Based on the Committee’s direction, the findings outlined in the consultant’s report, and the input of the public, a draft of the Ad Hoc Rail District Report requested by the City Commission has been prepared. On December 5, 2016, the Ad Hoc Rail District Review Committee held their final meeting to review and approve their final report. After much discussion, the Ad Hoc Rail District Review Committee voted to recommend approval of the final report to the City Commission, with minor changes. All of the requested changes have been made.
Ms. Ecker introduced Sean Campbell, Assistant Planner and Brooks Cowen, Planning Intern who provided assistance with the GIS analysis of parking and intersection design.

Ms. Ecker explained the goals and objectives of the committee which included:

Goals:
To create an attractive and desirable streetscape that creates a walkable environment that is compatible with the adjacent residential neighborhoods.
To design the public right-of-way for the safety, comfort, convenience, and enjoyment for all modes of transportation throughout the corridor.
To facilitate vehicular traffic and parking without sacrificing the corridor’s cycling and pedestrian experience.
To minimize the impacts of traffic on the existing residential neighborhoods.
To recommend updates to the Rail District zoning regulations as needed to meet goals.

Objectives:
To use creative planning to promote a high quality, cohesive right-of-way that is compatible with the existing uses in the corridor.
To implement “traffic calming” techniques, where appropriate, to reduce speeds and discourage cut-through traffic on residential streets.
To enhance pedestrian connectivity through the addition of crosswalks, sidewalks, and curb extensions.
To improve accommodations for bicycle infrastructure on Eton Road.
To create a balance between multimodal accessibility and parking provisions.

Ms. Ecker said the concerns were apparent during the tour. Key areas identified were S. Eton and Maple. Discussion included widening the sidewalk on the west side of the street for a bigger safety zone for pedestrians. Widening the sidewalk on the east side of S. Eton was also suggested to create a bigger plaza area there as well. They also discussed adding a splitter island to give a pedestrian island in the middle for people walking across. Several intersections up and down S. Eton were also looked at and the need for additional bump outs, and better striping. The intersection at S. Eton and Bowers was felt to be an important area with a great deal of activity. Bump outs and using different accent material in that area to create a plaza feel which would remind vehicles to slow down in the area.

Ms. Ecker noted a parking inventory and study were conducted. The study revealed there are 2,480 parking spaces in the district as a whole. There are 941 on-street parking spaces, 1539 parking spaces on individual private properties. The north end of the district has more a need for parking at different times. The south end is busier during the working day, but it clears out at 5:00 PM.

It was noted that the entire west side of S. Eton was never at full capacity. The highest use was around Griffin Claw with 28 out 60 spaces that were full on a Friday night.

Ms. Ecker discussed future build-outs and how they reached some of the conclusions. She explained that the issue became clear because they have to self-park, maximum build-out will not be done, and the biggest issue is that there is no shared parking in the area. That keeps the development down to roughly 26-30% of what could be done under the ordinance. Many of the parcels in the focus area do not have enough space to provide required parking for
four stories of retail and residential uses unless they build an underground parking facility. Based on recent development trends in the area, this is unlikely to occur and thus, buildout rates will likely remain in the 20-30% range of maximum build-out, requiring less than 1,070 additional parking spaces in the study area. It is important to note that based on the current standards, all of these additional parking spaces must be provided by individual property owners and/or developers. Thus, the City need only focus on encouraging an efficient use of private parking facilities, and ensuring good right-of-way design to accommodate additional vehicle traffic and balance the needs of non-motorized users. The provision of additional public parking is not warranted now, nor in the near future.

The recommendations of the committee include:
Construct bump-out curbs throughout the study area;
Install a splitter island at the crosswalk at S. Eton and Maple, widen the sidewalk on the west side of S. Eton, restripe S. Eton to realign lanes, and add enhanced crosswalk markings;
Add sharrows and buffers to S. Eton from Yosemite to 14 Mile. Maintain sharrows and accommodate parking south of Lincoln where possible.
Encourage shared parking in the district by providing the zoning incentives for properties and/or businesses that record a shared parking agreement. Incentives could include parking reductions, setback reductions, height bonuses, landscape credits, or similar offers;
Install gateway signage at the north and south ends of the study area and install wayfinding signage throughout the Rail District to direct people to destinations and parking.

Mayor Nickita commended the committee on the depth and problem solving that was undertaken.

Commissioner Bordman said the study was so thorough. She was very impressed that the committee was able to figure out the real parking needs.

Mayor Pro Tem Harris questioned what incentives there might be for shared parking. Ms. Ecker said perhaps landscaping requirements could be relaxed, but we would ask the Planning Board to study that in more detail.

Commissioner DeWeese noted there might be an economic incentive.

Commissioner Hoff asked about the southeast corner of S. Eton and Maple intersection and if the property is city property. She also asked if the Whole Foods operation was studied by the committee. Commissioner Hoff expressed concern that traffic on S. Eton will be increased. The committee’s concern was with the speed of the traffic.

Mayor Pro Tem Harris asked why the committee did not recommend a dedicated bike lane. Ms. Ecker said there were a couple of issues including the bump out incompatibility as well as the pavement material issue.

Commissioner DeWeese noted that we can accept the report and use it for a general guideline. City Manager Valentine confirmed that any recommendation will be brought back to the Commission for consideration.

Mayor Nickita asked if this addressed the edge condition that has been an issue and do we need to include something in the Zoning Ordinance. Ms. Ecker said it was not discussed in
detail. She said currently there is a regulation in the ordinance that does not allow parking in the first twenty feet of depth.

Mayor Nickita said this helps bring attention to a very under-utilized area of the city, and land owners do not realize that they are sitting on potential redevelopment value if they work together at shared parking for example.

**MOTION:** Motion by Sherman, seconded by Bordman:
To accept the final report of the Ad Hoc Rail District Review Committee, and forward same to the Multi-Modal Transportation Board for their consideration in finalizing the design of the S. Eton corridor, and to the Planning Board, and direct the Planning Board to add Recommendations 4 (Encourage Shared Parking) and 5 (Add Wayfinding Signage) from the final report to their Action List for further study, and to develop a way to implement the shared parking, and to correct the crosswalk marking within the final report as discussed.

Larry Bertollini expressed concern about the recommended options, and focusing on both sides of Maple and S. Eton, and visibility concerns.

Mayor Nickita suggested going forward to study with and without parking on both sides, and how it may affect speed. We know people tend to speed up when parking is removed on one side.

**VOTE:** Yea, 7
Nay, None
Absent, None

**01-04-17 MONTHLY PARKING PERMIT RATE INCREASES**
City Engineer O'Meara explained that monthly permit rates at the structures have been adjusted on several occasions over the years, usually to reflect the difference in demand at the various parking structures. Recently, increases at all five structures were implemented in the summer of 2014, and again in 2015. As demand for parking spaces grew, increases were considered justified not only because of high demand, but also to help build a savings account in the parking system fund for potential upcoming construction.

In April of this year, staff reviewed the rates with the Advisory Parking Committee (APC), and recommended a package of increases that would primarily impact both the monthly and daily rates in the parking structures. Raising the lower priced meters so that all meters were $1 per hour was also suggested. Other changes were included as well, designed to reduce demand in the parking structures, and to encourage employees to consider the City's off-site parking options. The APC was not inclined to recommend any changes at that meeting.

Staff refined the package based on APC input, and also provided options on how to charge the daily rate. At the May meeting, the APC approved a recommendation that included several items, with the two significant changes impacting the monthly and daily rates in the structures.

The suggested increase for most of the lower cost parking meters was not agreed to. At the June 6, 2016 Commission meeting, the recommendations of the APC were discussed. Most of the package was approved that evening including the daily rate at the structures. The monthly rate structure was not changed at that time, and the City Commission asked at the time to consider being more aggressive.
The parking committee considered the idea for several months, and also considered the issue of the parking meter rate since the city is looking at potentially replacing the parking meters. The recommendations are presented tonight for consideration.

Advisory Parking Committee Chairperson provided an overview about the considerations and perspective of the parking committee as they developed the recommendations.

Mayor Nickita clarified that there has never been a time when all the decks were full.

Commissioner Hoff noted that the decrease in capacity is a result of other factors that have been implemented such as valet service in the structures, valet service on the street, and the parking lot at Maple and Woodward for permits.

City Manager Valentine noted that the average time that decks are filled is two hours during the day in certain decks on certain days. Mayor Nickita confirmed that there are some decks that are never full.

Mr. Kuhne said the question with regard to raising monthly rates is, is it for more revenue or to modify behavior. With regard to street meters, in theory, they should be a higher rate. An effort is made to balance what the right numbers are, taking into account what BSD has to say. Higher demand locations are priced higher. He said historically, we have had higher rates closer to N. Old Woodward and Maple. The far north and south edges still have 50 cent meters. He said the parking committee believes that the center area should be $1.50 an hour.

Commissioner Hoff asked what kind of responses are coming from business owners in town. Mr. Kuhne said the committee does not hear directly from businesses about rates. BSD is the conduit to give a sense of the temperature. Mr. Kuhne said the recommendation is based on BSD input.

Commissioner DeWeese said given the construction on Woodward, he is willing to support the recommendation for this year. We are going to have businesses that will have to hang on to survive and he does not want to bring undue pressure on the businesses. He said the increase is not huge and amounts to $.42 an hour being charged for parking in a $70 per month structure for a full time employee. He said rates need to be raised higher to incentivize people to consider the other parking options. The biggest argument for the committee’s recommendation right now is the construction on Woodward. He said we cannot keep increasing rates in $5 increments. We need to be more realistic in terms of actual value.

Richard Astrein commented on the decrease in business due to upcoming construction and a three-year cycle of construction.

Commissioner Bordman asked if he is suggesting no rate increase. Mr. Astrein confirmed he is, or at the very least, the minimum amount.

Commissioner Hoff asked if we have heard from retail and office employers that pay their employees’ parking. Mr. O’Meara said we have a 2-3 year wait for permits, and in the interim, they have to pay the $10 a day rate and have already experienced the increase.

Mayor Nickita thinks this is reasonable increase for the foreseeable future.
MOTION: Motion by Sherman, seconded by DeWeese:
(Resolution A)
To authorize monthly permit rate increases effective March 1, 2017, according to the following schedule:

<table>
<thead>
<tr>
<th>Location</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pierce St.</td>
<td>$70</td>
</tr>
<tr>
<td>Park St.</td>
<td>$70</td>
</tr>
<tr>
<td>Peabody St.</td>
<td>$70</td>
</tr>
<tr>
<td>N. Old Woodward Ave.</td>
<td>$70</td>
</tr>
<tr>
<td>Chester St.</td>
<td>$50</td>
</tr>
<tr>
<td>Parking Lot 6 – Regular</td>
<td>$70</td>
</tr>
<tr>
<td>Parking Lot 6 – Economy</td>
<td>$50</td>
</tr>
<tr>
<td>South Side (Ann St.)</td>
<td>$60</td>
</tr>
<tr>
<td>South Side (S. Old Woodward Ave.)</td>
<td>$35</td>
</tr>
</tbody>
</table>

(Resolution B)
To direct staff to increase all parking meters by 50¢ per hour as the new CivicSmart Liberty parking meters are installed, effectively raising the $1 per hour meters in the central core of the downtown to $1.50 per hour, and raising the 50¢ per hour meters to $1 per hour.

Commissioner Hoff asked for more information on the CivicSmart Liberty parking meters before voting on Resolution B.

Commissioner Sherman suggested changing the resolution to have the meters also go out as of March 1st and eliminate the reference.

City Manager Valentine asked Police Chief to explain the thought process. Chief Clemence said it was thought if we purchase new meters for the entire downtown area, that it could be implemented in conjunction with the completion of the Old Woodward project for the entire city.

Commissioner Sherman and Commissioner DeWeese withdrew Resolution B.

VOTE: Yeas, 7
Nays, None
Absent, None

01-05-17 PURCHASE OF CIVICSMART LIBERTY PARKING METERS AND VEHICLE SENSORS AND CREDIT CARD PROCESSING FEES

Police Chief Clemence, Commander Grewe and Mr. Brad McGee were present and provided background information on the proposed parking meters, and discussed the results of the trial conducted between August 1st and August 30th, 2016. He described the price comparisons of both systems, and the wireless connectivity fees and charges, which have been proposed to be absorbed by the City. He suggested that it is a good time to consider emerging parking technologies as our current equipment is aging.

Commissioner Bordman asked if the City expects to experience a consistent 19% increase in revenue as was experienced during the trial. Chief Clemence said predictions are for a higher increase. Commissioner Bordman asked if that revenue increase will cover the ongoing
expenses. Chief Clemence said it is expected to offset that cost after Finance Director Gerber reviewed the numbers.

Commissioner Hoff asked if coins can be used in the meters. Chief Clemence said that was an important feature of the system. Chief Clemence said the new meters will show the remaining time as the meters do today. Any denomination coin can be used.

Commissioner Boutros asked if the maximum times will be stay the same as currently. Chief Clemence said the time limits will be maintained at this time.

Commissioner Bordman said she is in favor of the system for the central area, but knows we have parking issues in other places such as near Seaholm and on residential streets near Griffin Claw. She suggested we consider a kiosk/collection area instead of permit parking in some of the residential areas. She would like to keep those options open when considering parking issues in other areas of the city.

Commissioner Hoff said she does not see this positively. She thinks the loss of leftover time when a vehicle exits a spot is a negative perception. She asked if the City is trying to increase revenues. Chief Clemence said he does not think we are in the revenue business. In order to be competitive with other marketplaces, our technology should be first rate. He believes we are meeting the demand to be able to pay for parking with a credit card, which is perceived as a convenience by the public. Commissioner Hoff asked if anything is wrong with our current equipment. Chief Clemence said we replace a certain number of meters each year. It is considered old technology. The vendor has said that parts replacement will become an issue, so the meters will have to be replaced at some point. He noted that the current housings are being used for the new equipment to save on that cost.

Commissioner Hoff expressed concern in light of the fact that the City recently approved new electronic equipment in the structures. She is concerned that the new equipment will not be user friendly for everyone. She thinks we need a little balance, but is not sure it is good, user friendly equipment. She is concerned that it may keep people out of downtown, and about public perception.

City Manager Valentine noted that coins will still be able to be used with the new equipment, so it is a status quo situation. He said we can take what we have and are accustomed to, and expand it to allow for additional opportunity with the system.

Commissioner Sherman said the suggested meter is going to look the same as it does now. He thinks it makes sense.

**MOTION:** Motion by Sherman, seconded by Harris:
To accept the recommendation of the Advisory Parking Committee approving the purchase of 1,277 CivicSmart Liberty parking meters and vehicle sensors in the amount of $787,270 for capital outlay and an additional $586,143 for monthly maintenance and connectivity fees; further charging these expenditures to Auto Parking System Fund account number 585-538.001-981.0100, and direct staff to offer a credit card payment option at the new CivicSmart Liberty parking meters, with all said card processing fees charged to the Auto Parking System Fund.

**VOTE:** Yeas, 7
Nays, 1 (Hoff)
Absent, None

01-06-17 PARKING METER INCREASES
Mayor Pro Tem Harris clarified that the increase would be implemented at the time the new parking meter equipment is rolled out. City Valentine confirmed that is the case.

MOTION: Motion by DeWeese, seconded by Sherman:
To direct staff to increase all parking meters by 50¢ per hour as the new CivicSmart Liberty parking meters are installed, effectively raising the $1 per hour meters in the central core of the downtown to $1.50 per hour, and raising the 50¢ per hour meters to $1 per hour.

Commissioner Sherman clarified that the increase has nothing to do with the new technology per se. It is being done this way because the new meters will allow the increase to be done in a cost effective manner, rather than sending someone out to change each and every meter by hand.

Commissioner Hoff does not have a problem with the rate increase. She noted that to stay at a meter for two hours, $3.00 in quarters will be needed, or the other options can be used for payment.

VOTE: Yeas, 7
Nays, None
Absent, None

01-07-17: ORDINANCE AMENDING CHAPTER 74 OFFENSES, ARTICLE IV – BAD CHECKS
Commander Scott Grewe explained the request for amending the ordinance relative to bad checks, as it was discovered that the penalty was incorrect.

MOTION: Motion by Boutros, seconded by Hoff:
To amend Part II of the City Code, Chapter 74 Offenses, Article IV. Offenses Against Property, Division 2 – Theft, Section 74-95 Bad Checks to replace “fine not more than $100.00 and/or imprisonment for up to 90 days” with “fine not more than $500.00 and/or imprisonment for up to 93 days” and authorize the Mayor and City Clerk to sign the ordinance on behalf of the city.

VOTE: Yeas, 7
Nays, None
Absent, None

01-08-17: ORDINANCE AMENDING CHAPTER 74 OFFENSES, ARTICLE VIII
Command Scott Grewe explained that our City Attorney asked for the specific language to be included to avoid any dispute in court.

MOTION: Motion by Boutros, seconded by Hoff:
To amend Part II of the City Code, Chapter 74 Offenses, Article VIII – Offenses Against Public Morals, Division 1 Generally, Section 74-241 Indecent Exposure and Section 74-242 Indecent or Obscene Conduct to add “including, but not limited to urinating in public” and authorize the Mayor and City Clerk to sign the ordinance on behalf of the city.
Commissioner DeWeese asked that the City Attorney explain what is considered a public place. City Attorney Currier said if the conduct is visible to the public, it is considered a public place.

01-09-17: ORDNANCE ADDING SECTION 1-18 STORM WATER UTILITY APPEALS BOARD

City Attorney Currier explained that the ordinance was modeled after proposed legislation that is forthcoming. Citizens must have a place to redress issues with respect to charges or fees. This ordinance proposes to set up an appeals board made up of two professional engineers. By not limiting this to Birmingham residents only, we have a bigger pool of candidates.

Commissioner Hoff expressed concern about wording and asked for some clarification.

Attorney Currier suggested adding to paragraph a(1) of the ordinance that begins with “The City Commission shall appoint a 3 member Storm Water Utility Appeals Board...”, and add to it “that 2 of the 3 members shall be licensed professional engineers.”

Commissioner Sherman suggested adding in the same paragraph that they are not employed by the City.

Mayor Pro Tem Harris said of the alternates, members must be engineers.

Commissioner Bordman understands that this ordinance incorporates the aspects of Section 114-402. When looking at sub-part (j) of that section, it advises that someone can appeal the decision of the appeals board to Circuit Court. She would like to see that in the main ordinance as well, because she does not think it is fair for people to have to search around to see if they can appeal to Circuit Court. City Attorney Currier agreed, and suggested it be in both places.

MOTION: Motion by Hoff, seconded by Bordman:
To add Section 1-18 to the Birmingham City Code establishing a Storm Water Utility Appeals Board for disputed fees with the following revisions: In paragraph 1, under (a) Storm Water Utility Appeals Board, we include the 2 of the members should be licensed professional engineers not employed by the City, and add Section (3), “A person aggrieved by a decision of the Appeals Board on an appeal under this section may appeal to the Circuit Court in which the property is located. An appeal to the the Circuit Court must be filed within thirty (30) days of the Appeals Board’s decision.”

Commissioner DeWeese and Mayor Pro Tem Harris confirmed that the language relative to the requirement of one alternate to be a licensed professional engineer.

VOTE: Yeas, 7
Nays, None
Absent, None

01-10-17: CITY CLERK SELECTION SUB-COMMITTEE

City Manager Valentine explained that the Clerk is appointed by the City Commission, and suggested that the commission may want to form a sub-committee to assist in the selection. The commitment will be about a four to five hour commitment.

Commissioner Hoff asked how many candidates would be interviewed by the sub-committee. City Manager Valentine said two or three.
Commissioner DeWeese suggested that the Mayor, Mayor Pro Tem and previous Mayor be appointed.

Mayor Nickita would like to get some of the new commissioners involved.

Commissioners Bordman, Sherman, Hoff and Commissioner Boutros expressed interest.

Commissioner Sherman expressed concern that three commissioners is too many for a sub-committee. He agreed with Commissioner DeWeese’s idea.

**MOTION:** Motion by Boutros, seconded by DeWeese:
To appoint a sub-committee comprised of Commissioners Sherman and Bordman, the City Manager, and the HR Manager to conduct final interviews and recommend a finalist candidate for the position of City Clerk for approval by the City Commission.

**VOTE:** Yeas, 7
Nays, None
Absent, None

01-11-17 CLOSED SESSION - ATTORNEY/CLIENT PRIVILEGE

**MOTION:** Motion by Sherman, seconded by Boutros:
To meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.

**ROLL CALL VOTE:** Yeas, Commissioner Sherman
Commissioner Boutros
Commissioner Hoff
Mayor Nickita
Mayor Pro Tem Harris
Commissioner Bordman
Commissioner DeWeese

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

A. Commissioner Reports

B. Commissioner Comments
C. Advisory Boards, Committees, Commissions’ Reports and Agendas
D. Legislation
E. City Staff
The City Commission received the Elm St. Parking Space, submitted by City Engineer O’Meara

The Commission recessed to Closed Session at 11:03 PM
The meeting reconvened in Open Session at 11:35 PM.

XI. ADJOURN

The meeting was adjourned at 11:35 PM.

Cheryl Arft
Acting City Clerk
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>247444</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>24.00</td>
</tr>
<tr>
<td>247445</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>272,452.00</td>
</tr>
<tr>
<td>247446</td>
<td></td>
<td>MISC</td>
<td>ACH DEVELOPMENT LLC</td>
<td>1,900.00</td>
</tr>
<tr>
<td>247447</td>
<td></td>
<td>007329</td>
<td>ALL AMERICAN ARENA PRODUCTS LLC</td>
<td>212.96</td>
</tr>
<tr>
<td>247448</td>
<td></td>
<td>000161</td>
<td>ALPHA PSYCHOLOGICAL SERVICE</td>
<td>695.00</td>
</tr>
<tr>
<td>247449</td>
<td>*</td>
<td>007696</td>
<td>AMERICAN CLEANING COMPANY LLC</td>
<td>1,350.00</td>
</tr>
<tr>
<td>247450</td>
<td></td>
<td>003243</td>
<td>AMERICAN PRINTING SERVICES INC</td>
<td>1,835.00</td>
</tr>
<tr>
<td>247451</td>
<td></td>
<td>MISC</td>
<td>AMERICAN STANDARD ROOFING</td>
<td>100.00</td>
</tr>
<tr>
<td>247452</td>
<td></td>
<td>MISC</td>
<td>ANTONIO JOSEPH LOMBARDO</td>
<td>1,400.00</td>
</tr>
<tr>
<td>247453</td>
<td></td>
<td>MISC</td>
<td>ANTONIO LOMBARDO</td>
<td>500.00</td>
</tr>
<tr>
<td>247454</td>
<td></td>
<td>008269</td>
<td>ARGUS-HAZCO</td>
<td>355.33</td>
</tr>
<tr>
<td>247457</td>
<td></td>
<td>001466</td>
<td>ASCAP</td>
<td>341.00</td>
</tr>
<tr>
<td>247458</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>118.41</td>
</tr>
<tr>
<td>247459</td>
<td></td>
<td>MISC</td>
<td>BABI CONSTRUCTION INC</td>
<td>1,900.00</td>
</tr>
<tr>
<td>247460</td>
<td></td>
<td>006316</td>
<td>BAHL &amp; GAYNOR, INC</td>
<td>6,364.10</td>
</tr>
<tr>
<td>247461</td>
<td></td>
<td>MISC</td>
<td>BANE PROPERTIES LLC</td>
<td>2,400.00</td>
</tr>
<tr>
<td>247462</td>
<td></td>
<td>003012</td>
<td>BATTERIES PLUS</td>
<td>31.00</td>
</tr>
<tr>
<td>247464</td>
<td></td>
<td>007345</td>
<td>BEVERLY HILLS ACE</td>
<td>102.61</td>
</tr>
<tr>
<td>247466</td>
<td></td>
<td>MISC</td>
<td>BLOOMFIELD CONSTRUCTION CO</td>
<td>200.00</td>
</tr>
<tr>
<td>247467</td>
<td></td>
<td>000157</td>
<td>BOB ADAMS TOWING INC.</td>
<td>175.00</td>
</tr>
<tr>
<td>247468</td>
<td></td>
<td>MISC</td>
<td>BRIAN CURTIS MUSGROVE/DBA BCM</td>
<td>100.00</td>
</tr>
<tr>
<td>247469</td>
<td></td>
<td>MISC</td>
<td>BRODY-BILT &amp; SONS CONST INC</td>
<td>500.00</td>
</tr>
<tr>
<td>247470</td>
<td></td>
<td>MISC</td>
<td>BROWN BLDG CO/DBA</td>
<td>100.00</td>
</tr>
<tr>
<td>247471</td>
<td></td>
<td>MISC</td>
<td>BRUTTELL ROOFING INC</td>
<td>100.00</td>
</tr>
<tr>
<td>247473</td>
<td></td>
<td>006380</td>
<td>C &amp; S ICE RESURFACING SERVICES, INC</td>
<td>331.72</td>
</tr>
<tr>
<td>247474</td>
<td></td>
<td>007875</td>
<td>CANFIELD EQUIPMENT SERVICE INC.</td>
<td>4,835.16</td>
</tr>
<tr>
<td>247475</td>
<td></td>
<td>MISC</td>
<td>CAPALDI BUILDING CO</td>
<td>100.00</td>
</tr>
<tr>
<td>247477</td>
<td></td>
<td>007933</td>
<td>CARDNO, INC.</td>
<td>2,195.22</td>
</tr>
<tr>
<td>247478</td>
<td></td>
<td>MISC</td>
<td>CARRIAGE HOUSE CONSTRUCTION LLC</td>
<td>200.00</td>
</tr>
<tr>
<td>247479</td>
<td>*</td>
<td>000444</td>
<td>CDW GOVERNMENT INC</td>
<td>1,231.04</td>
</tr>
<tr>
<td>247480</td>
<td></td>
<td>007922</td>
<td>CHANNING BETE COMPANY, INC</td>
<td>489.96</td>
</tr>
<tr>
<td>247481</td>
<td></td>
<td>008306</td>
<td>CHARTER TOWNSHIP OF BLOOMFIELD</td>
<td>965.60</td>
</tr>
<tr>
<td>247482</td>
<td></td>
<td>000603</td>
<td>CHEMCO PRODUCTS INC</td>
<td>442.00</td>
</tr>
<tr>
<td>247483</td>
<td></td>
<td>000605</td>
<td>CINTAS CORPORATION</td>
<td>133.17</td>
</tr>
<tr>
<td>247486</td>
<td></td>
<td>MISC</td>
<td>COMPANY ONE INC</td>
<td>50,000.00</td>
</tr>
<tr>
<td>247487</td>
<td></td>
<td>001367</td>
<td>CONTRACTORS CONNECTION</td>
<td>138.15</td>
</tr>
<tr>
<td>247488</td>
<td></td>
<td>003923</td>
<td>CUMMINS BRIDGWAY LLC</td>
<td>816.38</td>
</tr>
<tr>
<td>247489</td>
<td></td>
<td>MISC</td>
<td>DAN LYNCH</td>
<td>900.00</td>
</tr>
<tr>
<td>247490</td>
<td></td>
<td>000956</td>
<td>DELTA TEMP INC</td>
<td>719.75</td>
</tr>
<tr>
<td>247493</td>
<td></td>
<td>001454</td>
<td>DOUGLAS CLEANERS INC.</td>
<td>18.85</td>
</tr>
<tr>
<td>247495</td>
<td>*</td>
<td>000179</td>
<td>DTE ENERGY</td>
<td>3,330.90</td>
</tr>
<tr>
<td>247496</td>
<td></td>
<td>007988</td>
<td>EASTERN MI KENWORTH OF CLINTON TWP</td>
<td>905.70</td>
</tr>
<tr>
<td>247497</td>
<td></td>
<td>000493</td>
<td>ED RINKE CHEVROLET BUICK GMC</td>
<td>1,517.74</td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>----------</td>
<td>---------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>247498</td>
<td></td>
<td>004671</td>
<td>ELDER FORD</td>
<td>508.46</td>
</tr>
<tr>
<td>247499</td>
<td></td>
<td>008208</td>
<td>ENGINEERED CLIMATE LLC</td>
<td>191.25</td>
</tr>
<tr>
<td>247500</td>
<td></td>
<td>000207</td>
<td>EZELL SUPPLY CORPORATION</td>
<td>313.60</td>
</tr>
<tr>
<td>247501</td>
<td></td>
<td>007366</td>
<td>FIRST ADVANTAGE OCCUPATIONAL</td>
<td>30.00</td>
</tr>
<tr>
<td>247502</td>
<td></td>
<td>006654</td>
<td>FLEETPRIDE INC</td>
<td>555.22</td>
</tr>
<tr>
<td>247503</td>
<td>MISC</td>
<td></td>
<td>FLYNN, MICHAEL</td>
<td>500.00</td>
</tr>
<tr>
<td>247504</td>
<td>MISC</td>
<td></td>
<td>FMD LAND COMPANY LLC</td>
<td>1,400.00</td>
</tr>
<tr>
<td>247506</td>
<td>MISC</td>
<td></td>
<td>G. WILSON BUILDERS, INC.</td>
<td>100.00</td>
</tr>
<tr>
<td>247507</td>
<td></td>
<td>004604</td>
<td>GORDON FOOD</td>
<td>17.99</td>
</tr>
<tr>
<td>247508</td>
<td></td>
<td>000243</td>
<td>GRAINGER</td>
<td>31.32</td>
</tr>
<tr>
<td>247509</td>
<td>MISC</td>
<td></td>
<td>GREAT LAKE CUSTOM BUILDER LLC</td>
<td>866.22</td>
</tr>
<tr>
<td>247510</td>
<td></td>
<td>000245</td>
<td>GREAT LAKES POPCORN CO</td>
<td>123.90</td>
</tr>
<tr>
<td>247512</td>
<td>MISC</td>
<td></td>
<td>HAIR GLENN STUDIO</td>
<td>200.00</td>
</tr>
<tr>
<td>247514</td>
<td></td>
<td>001672</td>
<td>HAYES GRINDING</td>
<td>86.00</td>
</tr>
<tr>
<td>247515</td>
<td></td>
<td>008069</td>
<td>HOLSEBEKE CONSTRUCTION, INC.</td>
<td>660.00</td>
</tr>
<tr>
<td>247516</td>
<td></td>
<td>001956</td>
<td>HOME DEPOT CREDIT SERVICES</td>
<td>1,289.30</td>
</tr>
<tr>
<td>247521</td>
<td>MISC</td>
<td></td>
<td>IDEAL BUILDERS AND REMODELING INC</td>
<td>2,500.00</td>
</tr>
<tr>
<td>247522</td>
<td></td>
<td>008021</td>
<td>ILE EXCAVATING INC</td>
<td>3,592.80</td>
</tr>
<tr>
<td>247524</td>
<td></td>
<td>000340</td>
<td>INDUSTRIAL BROOM SERVICE, LLC</td>
<td>237.30</td>
</tr>
<tr>
<td>247525</td>
<td></td>
<td>000342</td>
<td>INTERSTATE BATTERY SYSTEM</td>
<td>297.85</td>
</tr>
<tr>
<td>247526</td>
<td></td>
<td>002407</td>
<td>J &amp; B MEDICAL SUPPLY</td>
<td>579.35</td>
</tr>
<tr>
<td>247527</td>
<td></td>
<td>000344</td>
<td>J.T. EXPRESS, LTD.</td>
<td>1,480.29</td>
</tr>
<tr>
<td>247528</td>
<td>MISC</td>
<td></td>
<td>JACOBY, COREY</td>
<td>2,000.00</td>
</tr>
<tr>
<td>247529</td>
<td>MISC</td>
<td></td>
<td>JANELLE LYNN WHIPPLE-BOYCE</td>
<td>200.00</td>
</tr>
<tr>
<td>247530</td>
<td></td>
<td>004391</td>
<td>JANSSEN REFRIGERATION CO., INC</td>
<td>215.00</td>
</tr>
<tr>
<td>247531</td>
<td></td>
<td>003366</td>
<td>JOE'S ARMY NAVY</td>
<td>144.00</td>
</tr>
<tr>
<td>247532</td>
<td></td>
<td>003458</td>
<td>JOE'S AUTO PARTS, INC.</td>
<td>81.66</td>
</tr>
<tr>
<td>247533</td>
<td>MISC</td>
<td></td>
<td>JOHN KLINE PLBG INC</td>
<td>1,000.00</td>
</tr>
<tr>
<td>247534</td>
<td>MISC</td>
<td></td>
<td>JOHN MCCARTER CONSTRUCTION LLC</td>
<td>100.00</td>
</tr>
<tr>
<td>247536</td>
<td>MISC</td>
<td></td>
<td>KEARNS BROTHERS INC</td>
<td>100.00</td>
</tr>
<tr>
<td>247537</td>
<td>MISC</td>
<td></td>
<td>KETTY, JOHNNY</td>
<td>100.00</td>
</tr>
<tr>
<td>247538</td>
<td></td>
<td>000353</td>
<td>KNAPEIDE TRUCK EQUIPMENT</td>
<td>138.43</td>
</tr>
<tr>
<td>247540</td>
<td>MISC</td>
<td></td>
<td>L.A.D. CONSTRUCTION</td>
<td>100.00</td>
</tr>
<tr>
<td>247541</td>
<td>MISC</td>
<td></td>
<td>LIVE WELL CUSTOM HOMES LLC</td>
<td>1,900.00</td>
</tr>
<tr>
<td>247542</td>
<td>MISC</td>
<td></td>
<td>LMB PROPERTIES LLC</td>
<td>2,500.00</td>
</tr>
<tr>
<td>247544</td>
<td></td>
<td>001642</td>
<td>MIKE LYON</td>
<td>108.00</td>
</tr>
<tr>
<td>247545</td>
<td>MISC</td>
<td></td>
<td>MARTINO ENTERPRISES INC</td>
<td>100.00</td>
</tr>
<tr>
<td>247546</td>
<td>MISC</td>
<td></td>
<td>MASTERWORKS CONTRACTING LLC</td>
<td>100.00</td>
</tr>
<tr>
<td>247547</td>
<td>MISC</td>
<td></td>
<td>METRO DETROIT SIGNS INC</td>
<td>200.00</td>
</tr>
<tr>
<td>247548</td>
<td>MISC</td>
<td></td>
<td>MICHAEL D &amp; JOANNE FLYNN</td>
<td>1,000.00</td>
</tr>
<tr>
<td>247550</td>
<td></td>
<td>002022</td>
<td>MICHIGAN ASSN. OF FIRE CHIEFS</td>
<td>255.00</td>
</tr>
<tr>
<td>247552</td>
<td></td>
<td>002426</td>
<td>MIDWEST SKATE COMPANY</td>
<td>60.95</td>
</tr>
<tr>
<td>247553</td>
<td>MISC</td>
<td></td>
<td>MILES BRADLEY BUILDING</td>
<td>200.00</td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>247554</td>
<td>MISC</td>
<td>007915</td>
<td>NANCY LEFKOWITZ</td>
<td>200.00</td>
</tr>
<tr>
<td>247555</td>
<td></td>
<td></td>
<td>NENA</td>
<td>137.00</td>
</tr>
<tr>
<td>247558</td>
<td>MISC</td>
<td></td>
<td>NORTHERN SIGN CO INC</td>
<td>200.00</td>
</tr>
<tr>
<td>247559</td>
<td>*</td>
<td>001864</td>
<td>NOWAK &amp; FRAUS ENGINEERS</td>
<td>39,952.00</td>
</tr>
<tr>
<td>247560</td>
<td></td>
<td>006359</td>
<td>NYE UNIFORM COMPANY</td>
<td>569.00</td>
</tr>
<tr>
<td>247561</td>
<td>MISC</td>
<td></td>
<td>O L BOLYARD LUMBER COMPANY</td>
<td>50,000.00</td>
</tr>
<tr>
<td>247562</td>
<td>*</td>
<td>000477</td>
<td>OAKLAND COUNTY</td>
<td>237.00</td>
</tr>
<tr>
<td>247563</td>
<td>*</td>
<td>000919</td>
<td>OAKLAND COUNTY TREASURER</td>
<td>178.33</td>
</tr>
<tr>
<td>247564</td>
<td>*</td>
<td>006602</td>
<td>OAKLAND COUNTY TREASURER'S ASSN.</td>
<td>40.00</td>
</tr>
<tr>
<td>247565</td>
<td>MISC</td>
<td></td>
<td>OAKPOINTE BUILDING CO</td>
<td>250.00</td>
</tr>
<tr>
<td>247567</td>
<td></td>
<td>004370</td>
<td>OCCUPATIONAL HEALTH CENTERS</td>
<td>44.00</td>
</tr>
<tr>
<td>247570</td>
<td></td>
<td>006027</td>
<td>PENCHURA, LLC</td>
<td>199.30</td>
</tr>
<tr>
<td>247571</td>
<td>*</td>
<td>001753</td>
<td>PEPSI COLA</td>
<td>36.48</td>
</tr>
<tr>
<td>247572</td>
<td>MISC</td>
<td></td>
<td>PETERSON WIAND BOES &amp; CO</td>
<td>100.00</td>
</tr>
<tr>
<td>247573</td>
<td>MISC</td>
<td></td>
<td>PETERSON, CHARLES A</td>
<td>1,000.00</td>
</tr>
<tr>
<td>247574</td>
<td>*</td>
<td>000801</td>
<td>POSTMASTER</td>
<td>1,220.00</td>
</tr>
<tr>
<td>247575</td>
<td></td>
<td>000801</td>
<td>POSTMASTER</td>
<td>215.00</td>
</tr>
<tr>
<td>247577</td>
<td>MISC</td>
<td></td>
<td>PRO HOME IMPROVEMENT INC</td>
<td>200.00</td>
</tr>
<tr>
<td>247578</td>
<td></td>
<td>001062</td>
<td>QUALITY COACH COLLISION LLC</td>
<td>2,379.34</td>
</tr>
<tr>
<td>247579</td>
<td></td>
<td>002852</td>
<td>QUALITY METAL IMAGES INC</td>
<td>70.00</td>
</tr>
<tr>
<td>247580</td>
<td></td>
<td>003447</td>
<td>RAFT</td>
<td>1,200.00</td>
</tr>
<tr>
<td>247582</td>
<td>MISC</td>
<td></td>
<td>RICH HUTTON CONSTRUCTION COMPANY</td>
<td>1,000.00</td>
</tr>
<tr>
<td>247583</td>
<td>MISC</td>
<td></td>
<td>ROBERT J SOWLES</td>
<td>100.00</td>
</tr>
<tr>
<td>247585</td>
<td></td>
<td>001181</td>
<td>ROSE PEST SOLUTIONS</td>
<td>154.00</td>
</tr>
<tr>
<td>247586</td>
<td></td>
<td>000218</td>
<td>ROYAL OAK P.D.Q.</td>
<td>191.12</td>
</tr>
<tr>
<td>247587</td>
<td>MISC</td>
<td></td>
<td>SAS SERVICES INC</td>
<td>100.00</td>
</tr>
<tr>
<td>247588</td>
<td></td>
<td>005759</td>
<td>SCHENA ROOFING &amp; SHEET METAL</td>
<td>515.00</td>
</tr>
<tr>
<td>247590</td>
<td>*</td>
<td>000254</td>
<td>SOCRRA</td>
<td>60,215.00</td>
</tr>
<tr>
<td>247592</td>
<td>MISC</td>
<td></td>
<td>SPENCER CONSTRUCTION INC.</td>
<td>100.00</td>
</tr>
<tr>
<td>247593</td>
<td>MISC</td>
<td></td>
<td>STERLING DEVELOPMENT CORP</td>
<td>100.00</td>
</tr>
<tr>
<td>247594</td>
<td>MISC</td>
<td></td>
<td>STONE HOLLOW PROPERTIES</td>
<td>900.00</td>
</tr>
<tr>
<td>247598</td>
<td></td>
<td>005127</td>
<td>SYSTEMATIC FINANCIAL MGMT. L.P.</td>
<td>10,597.12</td>
</tr>
<tr>
<td>247599</td>
<td>MISC</td>
<td></td>
<td>TECHHOME BUILDING CO LLC</td>
<td>850.00</td>
</tr>
<tr>
<td>247600</td>
<td></td>
<td>000273</td>
<td>TERMINAL SUPPLY CO.</td>
<td>181.73</td>
</tr>
<tr>
<td>247601</td>
<td>MISC</td>
<td></td>
<td>THOMAS SEBOLD &amp; ASSOCIATES, IN</td>
<td>500.00</td>
</tr>
<tr>
<td>247602</td>
<td>MISC</td>
<td></td>
<td>THOMAS SEBOLD AND ASSOCIATES INC</td>
<td>2,000.00</td>
</tr>
<tr>
<td>247604</td>
<td></td>
<td>000275</td>
<td>TIRE WHOLESALERS CO INC</td>
<td>400.88</td>
</tr>
<tr>
<td>247605</td>
<td></td>
<td>002037</td>
<td>TOTAL ARMORED CAR SERVICE, INC.</td>
<td>714.83</td>
</tr>
<tr>
<td>247606</td>
<td>MISC</td>
<td></td>
<td>TRADEMARK BUILDING COMPANY INC</td>
<td>2,800.00</td>
</tr>
<tr>
<td>247609</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>810.35</td>
</tr>
<tr>
<td>247610</td>
<td>MISC</td>
<td>004334</td>
<td>VILLAGE CONEY</td>
<td>727.50</td>
</tr>
<tr>
<td>247611</td>
<td>MISC</td>
<td></td>
<td>VISION HOMES</td>
<td>1,900.00</td>
</tr>
<tr>
<td>247612</td>
<td>MISC</td>
<td></td>
<td>WALLSIDE INC</td>
<td>2,000.00</td>
</tr>
</tbody>
</table>
## Meeting of Warrant List Dated 01/11/2017

### City of Birmingham

#### Amount

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>247613</td>
<td></td>
<td>000301</td>
<td>PAUL WELLS</td>
<td>508.80</td>
</tr>
<tr>
<td>247614</td>
<td></td>
<td>006897</td>
<td>WILKINSON CORPORATION</td>
<td>1,360.00</td>
</tr>
<tr>
<td>247615</td>
<td></td>
<td>007894</td>
<td>BRENDA WILLHITE</td>
<td>660.00</td>
</tr>
<tr>
<td>247618</td>
<td></td>
<td>007083</td>
<td>XEROX CORPORATION</td>
<td>566.43</td>
</tr>
<tr>
<td>247619</td>
<td></td>
<td>007083</td>
<td>XEROX CORPORATION</td>
<td>140.59</td>
</tr>
<tr>
<td>247620</td>
<td></td>
<td>000309</td>
<td>ZEP SALES AND SERVICE</td>
<td>236.16</td>
</tr>
</tbody>
</table>

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

Sub Total Checks: **$577,448.60**

Sub Total ACH: **$2,498,090.47**

Grand Total: **$3,075,539.07**

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
ACH Warrant List Dated 1/11/2017

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Transfer Date</th>
<th>Transfer Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birmingham Schools</td>
<td>1/5/2017</td>
<td>1,767,433.48</td>
</tr>
<tr>
<td>Oakland County Treasurer</td>
<td>1/5/2017</td>
<td>608,653.18</td>
</tr>
<tr>
<td>Automated Benefit Services, Inc.</td>
<td>1/9/2017</td>
<td>122,003.81</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>2,498,090.47</strong></td>
</tr>
</tbody>
</table>
### City of Birmingham

**Warrant List Dated 01/18/2017**

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>247622</td>
<td></td>
<td>005430</td>
<td>21ST CENTURY MEDIA- MICHIGAN</td>
<td>885.00</td>
</tr>
<tr>
<td>247623</td>
<td>MISC</td>
<td></td>
<td>AARON DWIGHT BAUGHHEY</td>
<td>1,000.00</td>
</tr>
<tr>
<td>247624</td>
<td>MISC</td>
<td></td>
<td>ACH DEVELOPMENT LLC</td>
<td>1,500.00</td>
</tr>
<tr>
<td>247626</td>
<td>007266</td>
<td></td>
<td>AETNA BEHAVIORAL HEALTH LLC</td>
<td>352.82</td>
</tr>
<tr>
<td>247628</td>
<td>003708</td>
<td></td>
<td>AIRGAS USA, LLC</td>
<td>167.50</td>
</tr>
<tr>
<td>247629</td>
<td>007745</td>
<td></td>
<td>ALL COVERED</td>
<td>1,192.00</td>
</tr>
<tr>
<td>247630</td>
<td>001206</td>
<td></td>
<td>AMERICAN MIDWEST PAINTING INC</td>
<td>925.00</td>
</tr>
<tr>
<td>247631</td>
<td></td>
<td>000282</td>
<td>APOLLO FIRE EQUIPMENT</td>
<td>43.11</td>
</tr>
<tr>
<td>247632</td>
<td>MISC</td>
<td></td>
<td>APOLLO MANAGEMENT AND CONSTRUCTION LLC</td>
<td>620.77</td>
</tr>
<tr>
<td>247633</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td></td>
<td>20.17</td>
</tr>
<tr>
<td>247634</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td></td>
<td>26.16</td>
</tr>
<tr>
<td>247635</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td></td>
<td>884.75</td>
</tr>
<tr>
<td>247636</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td></td>
<td>164.72</td>
</tr>
<tr>
<td>247637</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td></td>
<td>96.40</td>
</tr>
<tr>
<td>247638</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td></td>
<td>56.15</td>
</tr>
<tr>
<td>247639</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td></td>
<td>166.12</td>
</tr>
<tr>
<td>247640</td>
<td>* 006759</td>
<td>AT&amp;T</td>
<td></td>
<td>235.06</td>
</tr>
<tr>
<td>247641</td>
<td>004027</td>
<td></td>
<td>AUTOMATED BENEFIT SVCS INC</td>
<td>787.75</td>
</tr>
<tr>
<td>247642</td>
<td></td>
<td>004148</td>
<td>ANWA</td>
<td>187.00</td>
</tr>
<tr>
<td>247643</td>
<td>MISC</td>
<td></td>
<td>BABI CONSTRUCTION INC</td>
<td>850.00</td>
</tr>
<tr>
<td>247648</td>
<td></td>
<td>003012</td>
<td>BATTERIES PLUS</td>
<td>118.19</td>
</tr>
<tr>
<td>247649</td>
<td>* 000517</td>
<td>BEIER HOWLETT P.C.</td>
<td>24,976.75</td>
<td></td>
</tr>
<tr>
<td>247650</td>
<td></td>
<td>007345</td>
<td>BEVERLY HILLS ACE</td>
<td>124.10</td>
</tr>
<tr>
<td>247652</td>
<td></td>
<td>007624</td>
<td>BIRMINGHAM OIL CHANGE CENTER, LLC</td>
<td>71.93</td>
</tr>
<tr>
<td>247654</td>
<td>* 000542</td>
<td>BLUE WATER INDUSTRIAL</td>
<td>84.00</td>
<td></td>
</tr>
<tr>
<td>247655</td>
<td></td>
<td>004244</td>
<td>BOLYARD LUMBER</td>
<td>83.62</td>
</tr>
<tr>
<td>247656</td>
<td>* MISC</td>
<td>BRIAN MCDONAL</td>
<td>3,018.99</td>
<td></td>
</tr>
<tr>
<td>247658</td>
<td>* 005289</td>
<td>BUSINESS CARD</td>
<td>1,640.03</td>
<td></td>
</tr>
<tr>
<td>247661</td>
<td>* 000444</td>
<td>CDW GOVERNMENT INC</td>
<td>382.81</td>
<td></td>
</tr>
<tr>
<td>247666</td>
<td>MISC</td>
<td></td>
<td>CHANDLER III, CHARLES</td>
<td>100.00</td>
</tr>
<tr>
<td>247667</td>
<td></td>
<td>007710</td>
<td>CINTAS CORP</td>
<td>117.43</td>
</tr>
<tr>
<td>247668</td>
<td></td>
<td>000605</td>
<td>CINTAS CORPORATION</td>
<td>109.24</td>
</tr>
<tr>
<td>247669</td>
<td></td>
<td>004026</td>
<td>COFINITY</td>
<td>1,260.00</td>
</tr>
<tr>
<td>247670</td>
<td>* 007625</td>
<td>COMCAST</td>
<td>304.46</td>
<td></td>
</tr>
<tr>
<td>247671</td>
<td>* 007774</td>
<td>COMCAST BUSINESS</td>
<td>643.78</td>
<td></td>
</tr>
<tr>
<td>247672</td>
<td></td>
<td>002668</td>
<td>CONTRACTORS CLOTHING CO</td>
<td>879.68</td>
</tr>
<tr>
<td>247673</td>
<td>MISC</td>
<td></td>
<td>CREGGER MECHANICAL SYSTEMS INC</td>
<td>1,000.00</td>
</tr>
<tr>
<td>247675</td>
<td>* MISC</td>
<td>DANIEL DIPILATO</td>
<td>3,457.43</td>
<td></td>
</tr>
<tr>
<td>247676</td>
<td>004232</td>
<td>DEARBORN LITHOGRAPH INC</td>
<td>14,747.00</td>
<td></td>
</tr>
<tr>
<td>247677</td>
<td></td>
<td>003825</td>
<td>DEERE ELECTRIC INC</td>
<td>375.25</td>
</tr>
<tr>
<td>247678</td>
<td></td>
<td>000956</td>
<td>DELTA TEMP INC</td>
<td>316.62</td>
</tr>
<tr>
<td>247680</td>
<td></td>
<td>006907</td>
<td>DENTEMAX, LLC</td>
<td>132.30</td>
</tr>
<tr>
<td>247681</td>
<td>* MISC</td>
<td>DEREK BENZ</td>
<td>1,246.69</td>
<td></td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>----------</td>
<td>---------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>247683</td>
<td>MISC</td>
<td>010179</td>
<td>DIAMOND CREEK HOMES INC</td>
<td>100.00</td>
</tr>
<tr>
<td>247684</td>
<td>008134</td>
<td></td>
<td>DIAMOND Y DOOR SOLUTIONS INC</td>
<td>700.00</td>
</tr>
<tr>
<td>247685</td>
<td>*</td>
<td>002179</td>
<td>DTE ENERGY</td>
<td>2,173.63</td>
</tr>
<tr>
<td>247686</td>
<td>*</td>
<td>005322</td>
<td>DTE ENERGY COMPANY</td>
<td>136,465.85</td>
</tr>
<tr>
<td>247687</td>
<td>002460</td>
<td></td>
<td>EASTERN MICHIGAN UNIVERSITY</td>
<td>3,000.00</td>
</tr>
<tr>
<td>247689</td>
<td>007538</td>
<td></td>
<td>EGANIX, INC.</td>
<td>720.00</td>
</tr>
<tr>
<td>247690</td>
<td>008308</td>
<td></td>
<td>ERADICO PEST SERVICES</td>
<td>27.00</td>
</tr>
<tr>
<td>247691</td>
<td>000207</td>
<td></td>
<td>EZELL SUPPLY CORPORATION</td>
<td>520.65</td>
</tr>
<tr>
<td>247692</td>
<td>MISC</td>
<td></td>
<td>F LAX CONSTRUCTION CO INC</td>
<td>200.00</td>
</tr>
<tr>
<td>247695</td>
<td>001023</td>
<td></td>
<td>GABRIEL, ROEDER, SMITH &amp; CO.</td>
<td>1,400.00</td>
</tr>
<tr>
<td>247697</td>
<td>007172</td>
<td></td>
<td>GARY KNUREK INC</td>
<td>606.41</td>
</tr>
<tr>
<td>247698</td>
<td>006384</td>
<td></td>
<td>GEOGRAPHIC INFORMATION SERVICES, IN</td>
<td>501.24</td>
</tr>
<tr>
<td>247699</td>
<td>004604</td>
<td></td>
<td>GORDON FOOD</td>
<td>223.60</td>
</tr>
<tr>
<td>247700</td>
<td>000243</td>
<td></td>
<td>GRAINGER</td>
<td>544.50</td>
</tr>
<tr>
<td>247701</td>
<td>MISC</td>
<td></td>
<td>GREAT LAKE CUSTOM BUILDER LLC</td>
<td>400.00</td>
</tr>
<tr>
<td>247702</td>
<td>MISC</td>
<td></td>
<td>GREAT LAKES CUSTOM BUILDER LLC</td>
<td>1,200.00</td>
</tr>
<tr>
<td>247703</td>
<td>MISC</td>
<td></td>
<td>GREAT LAKES CUSTOM BUILDERS LLC</td>
<td>359.12</td>
</tr>
<tr>
<td>247705</td>
<td>MISC</td>
<td></td>
<td>HANSON'S ADMINISTRATIVE GROUP, LLC</td>
<td>500.00</td>
</tr>
<tr>
<td>247706</td>
<td>001320</td>
<td></td>
<td>HAVEN INC</td>
<td>2,000.00</td>
</tr>
<tr>
<td>247707</td>
<td>001672</td>
<td></td>
<td>HAYES GRINDING</td>
<td>61.00</td>
</tr>
<tr>
<td>247708</td>
<td>000331</td>
<td></td>
<td>HUBBELL ROTH &amp; CLARK INC</td>
<td>2,033.39</td>
</tr>
<tr>
<td>247709</td>
<td>000948</td>
<td></td>
<td>HYDROCORP</td>
<td>1,315.00</td>
</tr>
<tr>
<td>247710</td>
<td>007794</td>
<td></td>
<td>IMPRESSIVE PRINTING &amp; PROMOTIONS</td>
<td>544.00</td>
</tr>
<tr>
<td>247711</td>
<td>003888</td>
<td></td>
<td>INTERNATIONAL CODE COUNCIL INC</td>
<td>235.83</td>
</tr>
<tr>
<td>247712</td>
<td>000261</td>
<td></td>
<td>J.H. HART URBAN FORESTRY</td>
<td>12,574.30</td>
</tr>
<tr>
<td>247713</td>
<td>000186</td>
<td></td>
<td>JACK DOHENY COMPANIES INC</td>
<td>1,900.18</td>
</tr>
<tr>
<td>247714</td>
<td>MISC</td>
<td>003458</td>
<td>JOE'S AUTO PARTS, INC.</td>
<td>352.85</td>
</tr>
<tr>
<td>247716</td>
<td>*</td>
<td></td>
<td>JONATHAN D LAU</td>
<td>1,419.03</td>
</tr>
<tr>
<td>247717</td>
<td>*</td>
<td>007002</td>
<td>SHON JONES</td>
<td>60.00</td>
</tr>
<tr>
<td>247718</td>
<td>*</td>
<td>007827</td>
<td>HALEY KASPER</td>
<td>90.00</td>
</tr>
<tr>
<td>247719</td>
<td>000091</td>
<td></td>
<td>KELLER THOMA</td>
<td>41.25</td>
</tr>
<tr>
<td>247720</td>
<td>001309</td>
<td></td>
<td>KENNEDY INDUSTRIES INC</td>
<td>855.00</td>
</tr>
<tr>
<td>247721</td>
<td>*</td>
<td></td>
<td>KEVIN &amp; KATRINA DESMOND</td>
<td>3,426.81</td>
</tr>
<tr>
<td>247722</td>
<td>004088</td>
<td></td>
<td>KGM DISTRIBUTORS INC</td>
<td>225.00</td>
</tr>
<tr>
<td>247723</td>
<td>006370</td>
<td></td>
<td>KLM SCAPE &amp; SNOW LLC</td>
<td>35,030.00</td>
</tr>
<tr>
<td>247724</td>
<td>000353</td>
<td></td>
<td>KNAPHEIDE TRUCK EQUIPMENT</td>
<td>2,109.55</td>
</tr>
<tr>
<td>247725</td>
<td>004085</td>
<td></td>
<td>KONE INC</td>
<td>1,953.95</td>
</tr>
<tr>
<td>247726</td>
<td>004904</td>
<td></td>
<td>KONICA MINOLTA-ALBIN</td>
<td>306.54</td>
</tr>
<tr>
<td>247727</td>
<td>005876</td>
<td></td>
<td>KROPF MECHANICAL SERVICE COMPANY</td>
<td>747.50</td>
</tr>
<tr>
<td>247728</td>
<td>*</td>
<td>005327</td>
<td>L-3 COMMUNICATIONS CORP.</td>
<td>54.50</td>
</tr>
<tr>
<td>247729</td>
<td>003620</td>
<td></td>
<td>LANGUAGE LINE SERVICES INC</td>
<td>184.86</td>
</tr>
<tr>
<td>247730</td>
<td>002767</td>
<td></td>
<td>OSCAR W. LARSON CO.</td>
<td>330.00</td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
<td>Vendor</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>---------</td>
<td>--------</td>
<td>---------</td>
</tr>
<tr>
<td>247731</td>
<td></td>
<td>005550</td>
<td>LEE &amp; ASSOCIATES CO., INC.</td>
<td>360.48</td>
</tr>
<tr>
<td>247736</td>
<td></td>
<td>008158</td>
<td>LOGICALIS</td>
<td>10,000.00</td>
</tr>
<tr>
<td>247738</td>
<td>MISC</td>
<td></td>
<td>MAC CONSTRUCTION, INC.</td>
<td>500.00</td>
</tr>
<tr>
<td>247739</td>
<td></td>
<td>007910</td>
<td>MACALLISTER RENTALS</td>
<td>2,086.00</td>
</tr>
<tr>
<td>247740</td>
<td></td>
<td>007797</td>
<td>MAILFINANCE INC.</td>
<td>422.13</td>
</tr>
<tr>
<td>247741</td>
<td>MISC</td>
<td></td>
<td>MARYGROVE AWNING CO</td>
<td>200.00</td>
</tr>
<tr>
<td>247742</td>
<td></td>
<td>000888</td>
<td>MCKENNA ASSOCIATES INC</td>
<td>33,522.50</td>
</tr>
<tr>
<td>247743</td>
<td>MISC</td>
<td></td>
<td>MICHIGAN BUILDING &amp; REMODELING INC</td>
<td>200.00</td>
</tr>
<tr>
<td>247744</td>
<td></td>
<td>006207</td>
<td>MICHIGAN CAT</td>
<td>5,832.04</td>
</tr>
<tr>
<td>247745</td>
<td></td>
<td>003860</td>
<td>MICHIGAN CHANDELIER - SF</td>
<td>352.99</td>
</tr>
<tr>
<td>247746</td>
<td></td>
<td>007765</td>
<td>MICHIGAN INDEPENDENT DOOR CO.</td>
<td>275.75</td>
</tr>
<tr>
<td>247748</td>
<td></td>
<td>002459</td>
<td>MICHIGAN PARKING ASSOCIATION</td>
<td>75.00</td>
</tr>
<tr>
<td>247749</td>
<td></td>
<td>007659</td>
<td>MICHIGAN.COM #1008</td>
<td>32.50</td>
</tr>
<tr>
<td>247750</td>
<td></td>
<td>007659</td>
<td>MICHIGAN.COM #1008</td>
<td>65.00</td>
</tr>
<tr>
<td>247751</td>
<td></td>
<td>007659</td>
<td>MICHIGAN.COM #1008</td>
<td>65.00</td>
</tr>
<tr>
<td>247757</td>
<td></td>
<td>000230</td>
<td>MIKE SAVOIE CHEVROLET INC</td>
<td>1,145.16</td>
</tr>
<tr>
<td>247758</td>
<td>MISC</td>
<td></td>
<td>MILLCREEK CONSTRUCTION MANAGEMENT C</td>
<td>2,500.00</td>
</tr>
<tr>
<td>247759</td>
<td></td>
<td>007163</td>
<td>MOBILE HEALTH RESOURCES</td>
<td>3,033.23</td>
</tr>
<tr>
<td>247760</td>
<td>MISC</td>
<td></td>
<td>MOORE HOME RENOVATIONS</td>
<td>200.00</td>
</tr>
<tr>
<td>247761</td>
<td></td>
<td>000972</td>
<td>MOORE MEDICAL LLC</td>
<td>438.01</td>
</tr>
<tr>
<td>247762</td>
<td></td>
<td>008160</td>
<td>MPARKS</td>
<td>550.00</td>
</tr>
<tr>
<td>247763</td>
<td>*</td>
<td>MISC</td>
<td>NATHAN STONE</td>
<td>274.43</td>
</tr>
<tr>
<td>247764</td>
<td></td>
<td>004876</td>
<td>NATIONAL LEAGUE OF CITIES</td>
<td>1,861.00</td>
</tr>
<tr>
<td>247765</td>
<td></td>
<td>001194</td>
<td>NELSON BROTHERS SEWER</td>
<td>476.00</td>
</tr>
<tr>
<td>247766</td>
<td></td>
<td>007755</td>
<td>NETWORK SERVICES COMPANY</td>
<td>443.59</td>
</tr>
<tr>
<td>247768</td>
<td>*</td>
<td>007856</td>
<td>NEXT</td>
<td>24,952.50</td>
</tr>
<tr>
<td>247769</td>
<td></td>
<td>006359</td>
<td>NYE UNIFORM COMPANY</td>
<td>1,340.17</td>
</tr>
<tr>
<td>247770</td>
<td>*</td>
<td>000477</td>
<td>OAKLAND COUNTY</td>
<td>381,610.77</td>
</tr>
<tr>
<td>247771</td>
<td>*</td>
<td>008214</td>
<td>OAKLAND COUNTY WATER DEPARTMENT</td>
<td>8,363.02</td>
</tr>
<tr>
<td>247772</td>
<td></td>
<td>003461</td>
<td>OBSERVER &amp; ECCENTRIC</td>
<td>1,082.38</td>
</tr>
<tr>
<td>247773</td>
<td></td>
<td>004370</td>
<td>OCCUPATIONAL HEALTH CENTERS</td>
<td>735.75</td>
</tr>
<tr>
<td>247777</td>
<td>MISC</td>
<td></td>
<td>PELLA WINDOWS &amp; DOORS, INC.</td>
<td>500.00</td>
</tr>
<tr>
<td>247778</td>
<td>MISC</td>
<td></td>
<td>PELLA WINDOWS AND DOORS</td>
<td>500.00</td>
</tr>
<tr>
<td>247780</td>
<td>*</td>
<td>001753</td>
<td>PEPSI COLA</td>
<td>711.11</td>
</tr>
<tr>
<td>247781</td>
<td>MISC</td>
<td></td>
<td>PERFORMANCE FIBERGLASS INC</td>
<td>100.00</td>
</tr>
<tr>
<td>247782</td>
<td>MISC</td>
<td></td>
<td>PETERSON WIAND BOES &amp; CO</td>
<td>647.18</td>
</tr>
<tr>
<td>247783</td>
<td>MISC</td>
<td></td>
<td>PETERSON, WIAND BOES &amp; COMPANY</td>
<td>400.00</td>
</tr>
<tr>
<td>247784</td>
<td></td>
<td>001277</td>
<td>PHYSIO-CONTROL CORP.</td>
<td>1,817.00</td>
</tr>
<tr>
<td>247785</td>
<td></td>
<td>000487</td>
<td>POM INC</td>
<td>800.00</td>
</tr>
<tr>
<td>247786</td>
<td></td>
<td>007979</td>
<td>PRESIDIO INFRASTRUCTURE SOL. LLC</td>
<td>927.35</td>
</tr>
<tr>
<td>247787</td>
<td>MISC</td>
<td></td>
<td>PRM CONTRACTING LLC</td>
<td>1,900.00</td>
</tr>
<tr>
<td>247788</td>
<td>MISC</td>
<td></td>
<td>PRM CUSTOM BUILDERS LLC</td>
<td>2,000.00</td>
</tr>
<tr>
<td>247789</td>
<td></td>
<td>006497</td>
<td>R.N.A. FACILITIES MANAGEMENT</td>
<td>2,210.00</td>
</tr>
</tbody>
</table>
## City of Birmingham
### Warrant List Dated 01/18/2017

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Early Release</th>
<th>Vendor #</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>247790</td>
<td>*</td>
<td>MISC</td>
<td>RAMESH TELANG</td>
<td>2,647.52</td>
</tr>
<tr>
<td>247792</td>
<td></td>
<td>MISC</td>
<td>RICH HUTTON CONSTRUCTION COMPANY</td>
<td>200.00</td>
</tr>
<tr>
<td>247793</td>
<td></td>
<td>000478</td>
<td>ROAD COMM FOR OAKLAND CO</td>
<td>3,346.43</td>
</tr>
<tr>
<td>247794</td>
<td></td>
<td>MISC</td>
<td>ROBERTSON IN-TOWN</td>
<td>1,750.00</td>
</tr>
<tr>
<td>247796</td>
<td></td>
<td>000218</td>
<td>ROYAL OAK P.D.Q.</td>
<td>90.61</td>
</tr>
<tr>
<td>247797</td>
<td></td>
<td>005759</td>
<td>SCHENA ROOFING &amp; SHEET METAL</td>
<td>590.00</td>
</tr>
<tr>
<td>247798</td>
<td>*</td>
<td>MISC</td>
<td>SCOTT M LEIBOVITZ</td>
<td>900.13</td>
</tr>
<tr>
<td>247800</td>
<td>*</td>
<td>008073</td>
<td>SITEONE LANDSCAPE SUPPLY, INC</td>
<td>229.05</td>
</tr>
<tr>
<td>247801</td>
<td></td>
<td>000254</td>
<td>SOCRRA</td>
<td>69,616.00</td>
</tr>
<tr>
<td>247802</td>
<td>*</td>
<td>001097</td>
<td>SOCWA</td>
<td>142,100.95</td>
</tr>
<tr>
<td>247803</td>
<td></td>
<td>005731</td>
<td>SOUTHEASTERN MICHIGAN SEALANTS INC.</td>
<td>850.00</td>
</tr>
<tr>
<td>247806</td>
<td>*</td>
<td>MISC</td>
<td>SYBIL KICKHAM</td>
<td>1,136.79</td>
</tr>
<tr>
<td>247807</td>
<td></td>
<td>004355</td>
<td>SYMETRA LIFE INSURANCE COMPANY</td>
<td>27,604.62</td>
</tr>
<tr>
<td>247808</td>
<td></td>
<td>001076</td>
<td>TAYLOR FREEZER OF MICH INC</td>
<td>325.00</td>
</tr>
<tr>
<td>247809</td>
<td></td>
<td>000275</td>
<td>TIRE WHOLESALERS CO INC</td>
<td>118.09</td>
</tr>
<tr>
<td>247810</td>
<td></td>
<td>008339</td>
<td>TRANSPORTATION IMPROVEMENT ASSOC.</td>
<td>6,500.00</td>
</tr>
<tr>
<td>247811</td>
<td></td>
<td>008017</td>
<td>TRATTORIA DA LUIGI</td>
<td>900.00</td>
</tr>
<tr>
<td>247812</td>
<td></td>
<td>000930</td>
<td>TRI-COUNTY PLUMBING INSN ASSN</td>
<td>45.00</td>
</tr>
<tr>
<td>247815</td>
<td></td>
<td>003760</td>
<td>UNUM LIFE INSURANCE CO. OF AMERICA</td>
<td>20,149.92</td>
</tr>
<tr>
<td>247816</td>
<td></td>
<td>000293</td>
<td>VAN DYKE GAS CO.</td>
<td>371.15</td>
</tr>
<tr>
<td>247817</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>90.12</td>
</tr>
<tr>
<td>247818</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>50.42</td>
</tr>
<tr>
<td>247819</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>854.77</td>
</tr>
<tr>
<td>247820</td>
<td></td>
<td>006285</td>
<td>WASHINGTON ELEVATOR CO, INC</td>
<td>1,476.10</td>
</tr>
<tr>
<td>247821</td>
<td>*</td>
<td>003890</td>
<td>LAUREN WOOD</td>
<td>525.00</td>
</tr>
<tr>
<td>247823</td>
<td></td>
<td>007083</td>
<td>XEROX CORPORATION</td>
<td>558.63</td>
</tr>
</tbody>
</table>

Sub Total Checks: $1,061,477.66
Sub Total ACH: $3,748.29
Grand Total: $1,065,225.95

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.
**Awaiting approval from Commission.**

Cutwater Asset Management provides advisory and reporting services for the City’s general investments. It was acquired by Bank of New York Mellon, N.A., in January 2015. As a result of the acquisition, they no longer accept checks as payment for services. “Once the Commission approves this warrant list, the City will electronically transmit payment.” These invoices will appear once a month.
DATE: January 16, 2017

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set a Public Hearing to consider allowing Liquor Licenses for Theaters in Downtown Birmingham

On January 11, 2017, the Planning Board conducted a public hearing to consider ordinance amendments to allow liquor licenses for theaters in Downtown Birmingham. Amendments to both Chapter 10, Alcoholic Liquors and Chapter 126, Zoning require amendments if the City Commission wishes to allow the use of liquor license in theaters in Downtown Birmingham. Amendments to Chapter 10, Alcoholic Liquors are not required to be reviewed by the Planning Board, nor is a public hearing at the Planning Board level required. However, the associated amendments to Chapter 126, Zoning are required to be reviewed by the Planning Board, and a public hearing at the Planning Board level is required. To ensure that full public notice was given, the Planning Board reviewed and made recommendations to the City Commission on both the proposed amendments to Chapter 10, Alcoholic Liquors, and Chapter 126, Zoning.

Specifically, the Planning Board unanimously approved a motion to recommend approval to the City Commission of the proposed amendments to Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the use of liquor license in theaters in the B-4 zoning district, and to recommend approval of the associated amendments to Chapter 10, Alcoholic Liquors, Article II, to add a Division 5, Licenses for Theaters. Please see the attached Planning Board staff report, draft ordinance language and meeting minutes for your review.

SUGGESTED ACTION:

Motion to set a public hearing date of February 13, 2017 to consider the proposed amendments to Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the use of liquor license in theaters in the B-4 zoning district, and to consider the associated amendments to Chapter 10, Alcoholic Liquors, Article II, to add a Division 5, Licenses for Theaters.
DATE: January 5, 2017
TO: Planning Board
FROM: Jana Ecker, Planning Director
SUBJECT: 211 S. Old Woodward - Request to allow Liquor Licenses for Theaters in Downtown Birmingham

On August 31, 2016, the owners of the above-referenced property submitted a request for a Zoning Ordinance amendment that would permit the issuance of a liquor license for qualified theaters in Downtown Birmingham. Specifically, the owners of the Birmingham 8 Theaters have submitted a request for an amendment to Chapter 10, Alcoholic Liquors, of the City Code to create a new Division 5 to establish a new category of liquor licenses for theaters in Downtown Birmingham.

As a response to the request of the applicant, the City Attorney drafted ordinance language and amendments to create a new division 5 in Chapter 10, Alcoholic Liquors. Proposed amendments to Chapter 10 are not required to be reviewed by the Planning Board, nor is a public hearing at the Planning Board level required. In addition, in order to permit the use of such theater licenses, proposed zoning amendments are also attached that would allow the use of theater licenses, with a Special Land Use Permit, in the B4 (Business-Residential) zone district. Both the Birmingham 8 Theater and the Emagine Theater are located in the B4 zone district. All proposed amendments to the Zoning Ordinance are required to be reviewed by the Planning Board, and a public hearing at the Planning Board level is required. To ensure full public notice is given, the Planning Board will review and make recommendations to the City Commission on both the proposed amendments to Chapter 10, Alcoholic Liquors, and Chapter 126, Zoning. The City Commission has the final authority to approve or deny the proposed amendments.

On November 9, 2016, the Planning Board discussed the request to allow the use of liquor licenses in theaters, and voted to set a public hearing date of January 11, 2017 to consider ordinance amendments to allow liquor licenses for theaters in Downtown Birmingham. Please find attached the draft ordinance language and relevant meeting minutes for your review.

SUGGESTED ACTION:

Motion to recommend approval to the City Commission of the proposed amendments to Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the use of liquor license in theaters in the B-4 zoning district, and to recommend approval of the associated amendments to Chapter 10, Alcoholic Liquors, Article II, to add a Division 5, Licenses for Theaters.
CITY OF BIRMINGHAM
ORDINANCE NO. ___

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 10 ALCOHOLIC LIQUORS, ARTICLE II. LICENSES, TO ADD DIVISION 5. LICENSES FOR THEATERS

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 10 Alcoholic Liquors, Article II. Licenses, shall be amended to add Division 5. Licenses for Theaters, as follows:

DIVISION 5. - LICENSES FOR THEATERS

Sec. 10-100. - Purpose.

The purpose of this division is to establish a policy and conditions to allow the city commission the ability to approve a request to transfer a liquor license into the city in excess of the city's quota licenses if the request is deemed to constitute a substantial benefit to the city for the continuation and development of theaters, and to establish criteria for selecting applicants, and to provide limitations on the influx of new liquor licenses and to insure controlled growth and development regarding liquor licenses and to evaluate the impact of increased liquor licenses on the city. For purposes of this division, theaters shall be defined as a building, part of a building for housing dramatic presentations, stage entertainments or motion picture shows.

Sec. 10-101. - Request for transfer of license into city.

Persons desiring to transfer a liquor license from outside the city limits into the city limits in excess of the city's quota licenses shall make an application to the city commission and pay the applicable theater liquor license transfer review fee as set forth in appendix A of this Code. In addition to those items and conditions set forth in section 10-42, the application shall set forth in detail its proposed project, including, but not limited to:

(1) Utilization of said liquor licenses and details on the number of quota liquor licenses in escrow at the time of application.

(2) Proposed and/or existing site plan of the property, building floor plan and an operations floor plan.

(3) An economic impact analysis.

(4) A copy of the special land use permit application and supporting documentation submitted by the applicant.

(5) All documentation submitted to the LCC requesting the transfer.

(6) Full identification and history of the license holder(s) as it pertains to the license proposed to be transferred, including all complaints filed with the
state liquor control commission (LCC) or actions taken by any municipality or the LCC to suspend, revoke or deny the non-renewal of said license and all other documentation setting forth the detail of the existing theater or proposed theater by the applicant, including the approximate dollar amount of the investment to be made, number of jobs to be created, minimum of 150 seats and other benefits to the city.

(7) Information detailing how the proposed operation will create or sustain the theaters in the city.

(8) Such other items deemed necessary by city administration.

Sec. 10-102. - Application for transfer of liquor license into the city for theater purposes.
(a) Selection criteria. In addition to the usual factors and criteria used by the city commission for liquor license requests, including those listed in section 10-42, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the existing establishment applicants, if any, should be approved:

(1) The applicant's demonstrated ability to finance the proposed project.

(2) The applicant's track record with the city including responding to city and/or citizen concerns.

(3) Whether the applicant has an adequate site plan to handle the proposed liquor license activities.

(4) Whether the applicant has adequate health and sanitary facilities.

(5) The percentage of proceeds from the sale of tickets and food products as compared to the sale of alcoholic beverages.

(6) Whether the applicant has outstanding obligations to the city (i.e. property taxes paid, utilities paid, etc.).

(b) Maximum number of theater licenses. The city commission may approve a maximum of two theater licenses each calendar year in addition to the existing quota licenses otherwise permitted by state law.

(c) Annual review of need. Every three calendar years, the city commission shall perform a review of the previously approved theater license(s), if any, and the impact of those decisions on the city's downtown. A time for public comment shall be provided.

(d) If any new transfers of licenses for theaters are to be considered, the city commission shall set a schedule setting forth when all applicants must submit their application and supporting documentation, when interviews may be conducted and a timeframe within which a decision will be anticipated.

Sec. 10-103. - Transfer within city.
Should a theater license be issued by the city commission, said license is limited to the property proposed and approved and the applicant receiving the approval, and shall not be transferred to another location or person/entity within the city.
without prior approval of the city commission. Standards to be considered by the city commission and the procedure to be followed shall include those set forth in section 10-42 and section 10-43. In addition, any expansion of the building located on the property must be approved by the city commission.

Sec. 10-104. - Contract and special land use permit required.

A contract for transfer and a special land use permit are required for all licenses approved under this division. The licensee must comply with all provisions of the contract and special land use permit, and any amendments thereto as a condition of granting of a requested transfer and subsequently maintaining the license under this division.

Sec. 10-105. - Renewals.

Once a license is issued under this division, the license holder must go through the license renewal process set forth in section 10-39 and is subject to the renewal standards set forth in section 10-40. A review of compliance with the contract and special land use permit shall also be included.

Sec. 10-106. - License types, endorsements, additional bar permits.

If a license is issued under this division, the license holder may apply for entertainment, dance and additional bar permits from the state liquor control commission for use only on the premises, but shall not apply for or seek from the state liquor control commission any permit endorsements to its liquor license or seek any change in its license status/class whether available in current state liquor control code or in future state liquor control codes, or amendments thereto, without the prior approval from the city commission.

Sec. 10-107. - Violation of license, contract, special land use permit.

Violations or failures to abide by terms of the liquor license, contract, the special land use permit or this Code shall be grounds for the state liquor control commission to suspend, revoke or not renew the liquor license. Further, should violations occur, or should the applicant fail to complete the project as required by plans and specifications presented to the city commission, or fail to comply with all representations made to the city commission, the city shall be entitled to exercise any or all remedies provided in those documents, in this Code, including but not limited to seeking the revocation of the special land use permit, pursuing breach of contract claims, and all other legal and equitable rights to enforce the terms thereunder. The licensee 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 the liquor license, revocation of the special land use permit, or enforcement of such other rights and remedies, including contractual, as may be available at law or in equity.

Ordained this _____ day of _________________, 2017. Effective upon publication.

_____________________________________
Mark Nickita, Mayor

_____________________________________
Cheryl Arft, Acting City Clerk

I, Cheryl Arft, Acting 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 _________________, 2017 and that a summary was published _________________, 2017.

_____________________________________
Cheryl Arft, Acting City Clerk
CITY OF BIRMINGHAM
ORDINANCE NO. ___

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CITY CODE, ARTICLE III, SECTION 2.37 (B4) TO ALLOW THE USE OF LIQUOR LICENSES FOR THEATERS.

THE CITY OF BIRMINGHAM ORDAINS:

Chapter 126 Zoning, Article III, Section 2.37 (B4 Business-Residential) shall be amended as follows:

Permitted Uses

Residential Permitted Uses
- dwelling - multiple-family
- dwelling - one-family*
- dwelling - two-family*
- live/work unit

Institutional Permitted Uses
- church
- community center
- garage - public
- government office
- government use
- loading facility - off-street
- parking facility - off-street
- school - private
- school - public
- social club

Recreational Permitted Uses
- bowling alley
- outdoor amusement*
- recreational club
- swimming pool - public, semiprivate

Commercial Permitted Uses
- auto sales agency
- bakery
- bank
- barber shop/beauty salon
- catering
- child care center
- clothing store
- delicatessen
• department store
• drugstore
• dry cleaning
• flower/gift shop
• food or drink establishment*
• furniture
• greenhouse
• grocery store
• hardware store
• hotel
• jewelry store
• motel
• neighborhood convenience store
• office
• paint
• party store
• retail photocopying
• school-business
• shoe store/shoe repair
• showroom of electricians/plumbers
• tailor
• theater*

Other Permitted Uses
• utility substation

Other Use Regulations

Accessory Permitted Uses
• alcoholic beverage sales*
• laboratory - medical/dental*
• loading facility - off-street
• outdoor cafe*
• outdoor display of goods*
• outdoor sales*
• parking facility - off-street
• retail fur sales cold storage facility
• sign

Uses Requiring a Special Land Use Permit
• alcoholic beverage sales (on-premise consumption)
• assisted living
• continued care retirement community
• establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 5, Licenses for Theaters
• independent hospice facility
• independent senior living
• skilled nursing facility

Uses Requiring City Commission Approval
• regulated uses*

*=Use Specific Standards in Section 5.10 Apply

Ordained this _____ day of __________________, 2017. Effective upon publication.

_____________________________________
Mark Nickita, Mayor

_____________________________________
Cheryl Arft, Acting City Clerk

I, Cheryl Arft, Acting 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 __________________, 2017 and that a summary was published __________________, 2017.

_____________________________________
Cheryl Arft, Acting City Clerk
3. 211 S. Old Woodward Ave.
Birmingham 8 Theaters
Request for Zoning Ordinance Amendment to allow Liquor Licenses for theaters in Downtown Birmingham

Ms. Ecker advised that the owners of the Birmingham 8 Theaters have submitted a request for an amendment to Chapter 10, Alcoholic Liquors, of the City Code to create a new Division 5 to establish a new category of liquor licenses for theaters in Downtown Birmingham.

As a response to the request of the applicant, the City Attorney has drafted ordinance language and amendments that would create a new division 5 in Chapter 10, Alcoholic Liquors. In addition, in order to permit the use of such theater licenses, proposed zoning amendments are also attached that would allow the use of theater licenses, with a Special Land Use Permit ("SLUP") in the B-4 (Business-Residential) Zone District. Both the Birmingham 8 Theater and the Emagine Theater are located in the B-4 Zone District.

Ms. Kelly Allen, Adkison, Need, Allen, & Rentrop, Attorney for Birmingham 8 Theaters, was present along with Ms. Janet Leikas from theater management. Ms. Allen said the theater would be purchasing an Oakland County transferable license or possibly a Resort License. The reason the theater has come forward is because of the trend with regard to licensing theaters. This license would give the Birmingham 8 the ability to compete with theaters around the tri-county area and bring people into the core Downtown. According to the ordinance drafted the license cannot move from the property.

Discussion concluded that non customers would not be drawn to the theater just to have a drink. The concession area on the second floor will be converted to a small bar in order to service the customers who are already coming to the theater.

There was no one from the public that wished to comment at 9:37 p.m.

Motion by Mr. Williams
Seconded by Mr. Jeffares to set a public hearing for January 11, 2017 to amend Chapter 126 of the City Code, Article III, section 2.37 (B4) to allow the use of liquor licenses for theaters.

There was no discussion by members of the audience at 9:40 p.m.

Motion carried, 7-0.
VOICE VOTE
Yeas: Williams, Jeffares, Boyle, Clein, Koseck, Lazar, Whipple-Boyce
Nays: None
Absent: None
2. To consider the following amendments to Chapter 10, Alcoholic Liquors and Chapter 126, Zoning, of the Code of the City of Birmingham:

**TO AMEND PART II OF THE CITY CODE, CHAPTER 10 ALCOHOLIC LIQUORS, ARTICLE II, LICENSES, TO ADD DIVISION 5. LICENSES FOR THEATERS**

(*Public hearing not required at the Planning Board*)

**AND**

**TO AMEND CHAPTER 126, ZONING, OF THE CITY CODE, ARTICLE III SECTION 2.37 (B4) TO ALLOW THE USE OF LIQUOR LICENSES FOR THEATERS.**

The chairman opened the public hearing at 7:49 p.m.

Ms. Ecker advised that the owners of the Birmingham 8 Theaters have submitted a request for an amendment to Chapter 10, Alcoholic Liquors, of the City Code to create a new Division 5 to establish a new category of liquor licenses for theaters in Downtown Birmingham.

As a response to the request of the applicant, the city attorney has drafted proposed ordinance language and amendments that would create a new division 5 in Chapter 10, Alcoholic Liquors. Proposed amendments to Chapter 10 are not required to be reviewed by the Planning Board. Essentially this sets up a new category of Liquor Licenses for theaters that would allow the service of alcohol in the theater.

The public hearing for this board is for Chapter 126, Zoning to amend section 2.37 B-4 Standards that would then allow the use of Liquor Licenses in theaters in B-4 Business Residential Zone Districts only. The Planning Board will review and make recommendations to the City Commission on both the proposed amendments to Chapter 10, Alcoholic Liquors, and Chapter 126, Zoning. The City Commission has the final authority to approve or deny the proposed amendments.

Chairman Clein clarified that tonight the board would potentially be recommending approval that would allow the applicant to procure a Liquor License in the B-4 Zoning District with a Special Land Use Permit ("SLUP").

It was discussed that the hours of operation for the bar would be set up as a SLUP condition and also by the State rules.
Ms. Kelly Allen, Adkison, Need, Allen, & Rentrop, Attorney for Birmingham 8 Theaters, was present and had no further comment.

**Motion by Ms. Whipple-Boyce**

Seconded by Mr. Williams to recommend approval to the City Commission of the proposed amendments to Chapter 126, Zoning, Article 2, section 2.37, B-4 Business Residential, to allow the use of liquor licenses in theaters in the B-4 Zoning District, and to recommend approval of the associated amendments to Chapter 10, Alcoholic Liquors, Article II, to add a Division 5, Licenses for theaters.

No one from the audience had comments on the motion at 7:50 p.m.

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Whipple-Boyce, Williams, Boyle, Clein, Jeffares, Koseck, Lazar

Nays: None

Absent: None

The chairman closed the public hearing at 7:50 p.m.
DATE: January 17, 2017

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk

SUBJECT: Special Event Application
Breathe Deep Michigan 5K Walk

Attached is a special event application submitted by the Lungevity Foundation requesting permission to hold Breathe Deep Michigan, a 5K walk, on Saturday, June 3, 2017. The event will begin and end in Booth Park.

The application has been circulated to the affected departments and approvals and comments have been noted.

The following events are planned to be held in June and do not pose a conflict with the proposed event.

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Date</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farmers Market</td>
<td>Sundays</td>
<td>Lot 6</td>
</tr>
<tr>
<td>Village Fair</td>
<td>June 1-4</td>
<td>Shain Park</td>
</tr>
</tbody>
</table>

SUGGESTED RESOLUTION:
To approve a request submitted by the Lungevity Foundation requesting permission to hold Breathe Deep Michigan, a 5K walk, on Saturday, June 3, 2016, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
I. EVENT DETAILS

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

FEES:

FIRST TIME EVENT: $200.00
ANNUAL APPLICATION FEE: $165.00

(Please print clearly or type)

Date of Application November 29, 2016

Name of Event Breathe Deep Michigan Walk & Fun Run to End Lung Cancer

Detailed Description of Event (attach additional sheet if necessary)
Breathe Deep Michigan is a 5K walk and fun run that raises awareness and funds for lung cancer research. Proceeds benefit LUNGevity Foundation.

Location Booth Park

Date(s) of Event Saturday, June 3, 2017 Hours of Event 9 - 11:30 a.m.
Date(s) of Set-up Saturday, June 3, 2017 Hours of Set-up 7 - 9 a.m.
Date(s) of Tear-down Saturday, June 3, 2017 Hours of Tear-down 11:30 a.m. - 12:30 p.m.

Organization Sponsoring Event LUNGevity Foundation

Organization Address 228 S. Wabash Ave., Suite 700, Chicago, IL 60604

Organization Phone 312-407-6100

Contact Person Katie Ginda

Contact Phone 240-801-5581

Contact Email kginda@LUNGevity.org
II. **EVENT INFORMATION**

1. Organization Type: Non-profit

   (city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)

   TBD

3. Is the event a fundraiser? ☑ YES ☐ NO

   List beneficiary: LUNGevity Foundation

   List expected income: $50,000

   Attach information about the beneficiary.

4. First time event in Birmingham? ☐ YES ☑ NO

   If no, describe. Started in 2012

5. Total number of people expected to attend per day: 300-400

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

   ☑ Street(s) __________________

   ☑ Sidewalk(s) 5K through surrounding neighborhood

   ☑ Park(s) Booth Park for walk kickoff and speaking program

7. Will street closures be required? ☑ YES ☐ NO

8. What parking arrangements will be necessary to accommodate attendance? Public parking
**LIST OF VENDORS/PEDDLERS**
(attach additional sheet if necessary)

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>GOODS TO BE SOLD</th>
<th>WATER HOOK-UP REQUIRED?</th>
<th>ELECTRIC REQUIRED?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME  Breathe Deep Michigan Walk & Fun Run to End Lung Cancer
EVENT DATE  Saturday, June 3, 2017

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

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

[Signature]

11/29/2016

Date

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

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

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

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

- If street closures are necessary, a map must be included with the letter to the affected property/business owners.
SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE:_________________
TO: _________________
     Residential Property or Business Owner
     _________________
     Address

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

EVENT INFORMATION
NAME OF EVENT: Breathe Deep Michigan Walk & Fun Run to End Lung Cancer
LOCATION: Booth Park
DATE OF EVENT: Saturday, June 3, 2017
HOURS OF EVENT: 9–11:30AM

BRIEF DESCRIPTION OF EVENT: Breathe Deep Michigan is a 5K walk and fun run to raise awareness and funds for lung cancer research, education, and support. Proceeds benefit LUNGevity Foundation.
DATE OF SET-UP: June 3, 2017   HOURS OF SET-UP: 7–9AM
DATE OF TEAR-DOWN: June 3, 2017 HOURS OF TEAR-DOWN: 11:30AM–12:30PM

DATE OF CITY COMMISSION MEETING: Monday, January 23, 2017

The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. A complete copy of the application to hold this special event is available for your review at the City Clerk’s Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: LUNGevity Foundation
ADDRESS: 228 S. Wabash, Suite 700, Chicago, IL 60604
PHONE: 240-801-5581
Harmon St

1. Head west on Harmon St toward Bonnie Brier St
   About 5 mins

Harmon St & Greenwood St, Birmingham, MI 48009

2. Head north on Greenwood St toward Vinewood Ave
   About 4 mins

Oak Ave & Greenwood St, Birmingham, MI 48009

3. Head west on Oak Ave toward Hazelwood St
   About 3 mins

Oak Ave & Lakeside Dr, Birmingham, MI 48009

4. Head north on Lakeside Dr toward Midland St
   About 7 mins

Redding Rd & Lakeside Dr, Birmingham, MI 48009

5. Head west on Redding Rd toward Willow Ln
   About 9 mins

Redding Rd & Chesterfield Ave, Birmingham, MI 48009

6. Head south on Chesterfield Ave toward Raynale St
   About 11 mins

Chesterfield Ave & Pine St, Birmingham, MI 48009

7. Head south on Chesterfield Ave toward Pine St

8. Turn left onto Pine St
   About 7 mins

pine and lakeland

9. Head north on Lake Park Dr toward Oak Ave
   About 5 mins

lakeland and oak
Hold-Harmless Agreement

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

[Signature]
Applicant's signature
11/29/16
Date
LUNGevity Foundation's BREATHE DEEP MICHIGAN
JOIN TOGETHER TO END LUNG CANCER!

Approximately 221,000 people will be diagnosed with lung cancer this year.

Sample sign - 19 x 24

LUNGevity.org/michigan
LUNGevity FOUNDATION
228 S WABASH AVE STE 700
CHICAGO IL 60604-2375

Employer Identification Number: 36-4433410
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 23, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 2001.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
Mission, Vision, & Values

OUR MISSION
LUNGevity Foundation is firmly committed to making an immediate impact on increasing quality of life and survivorship of people with lung cancer by accelerating research into early detection and more effective treatments, as well as providing community, support, and education for all those affected by the disease.

OUR VISION
A world where no one dies of lung cancer.

OUR VALUES
We believe it's important for our board, our staff, and our constituents to know the values that drive all our actions. We are:

FOCUSED ON SURVIVORSHIP
100% dedicated to increasing and improving lung cancer survivorship

RESULTS-ORIENTED
Always challenging the status quo and seeking a more efficient and effective way
Rigorously measuring our performance to ensure maximum impact

COMPASSIONATE AND RESPECTFUL
Building and sustaining a community for all those affected by lung cancer
Respectful of all people with lung cancer, caregivers, loved ones, medical professionals, donors, board members, and employees

COLLABORATIVE
Committed to being good partners and strategic collaborators to enable us to reach our goal more quickly and efficiently, including through our scientific endeavors

TRANSPARENT
Fiscally responsible and holding ourselves to the highest ethical standards

https://www.lungevity.org/about-us/mission-vision-values
### DEPARTMENT APPROVALS

**EVENT NAME** BREATHE DEEP MICHIGAN 5K WALK/RUN

**LICENSE NUMBER** #17-00010796

**NOTE TO STAFF:** Please submit approval by **1/9/17**

**DATE OF EVENT:** JUNE 3, 2017

**COMMISSION HEARING DATE:** 1/23/17

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>APPROVED</th>
<th>COMMENTS</th>
<th>PERMITS REQUIRED</th>
<th>ESTIMATED COSTS</th>
<th>ACTUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUILDING</strong> 101-000.000.634.0005 248.530.1850</td>
<td></td>
<td>No building department involvement as proposed.</td>
<td>None</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>FIRE</strong> 101-000.000-634.0004 248.530.1900</td>
<td>JMC</td>
<td>Special Event Tents or Canopies 1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. 4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed. 5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal. 6. Pre-event site inspection required. 7. All food vendors are required to have an approved 5lbs. multi-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
purpose (ABC) fire extinguisher on site and accessible.
8. Provide protective barriers between hot surfaces and the public.
9. Cords, hoses, etc. shall be matted to prevent trip hazards.
10. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.
11. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.

<p>| POLICE 101-000.000.634.0003 | SG | Must have sufficient volunteers to assist participates at intersections. Participants must obey all traffic laws and remain on the sidewalk. On duty officers to give extra patrol. | $0 |
| PUBLIC SERVICES 101-000.000-634.0002 | Carrie Laird | To cover for trash clean up and trash receptacles if needed. | $45 |
| ENGINEERING 101-000.000.634.0002 | A.F. | Approved – Please note that this area is a part of the City 2017 Sidewalk Program and areas may be disrupted during the event. However, our department will coordinate with our Contractor to ensure that area is ‘buttoned up’ that weekend. | None | $0 |
| INSURANCE 248.530.1807 | CA | COI must be updated to reflect coverage on date of event. | NONE | 0 | 0 |
| CLERK 101-000.000-614.0000 | | Notification letters were mailed by applicant on <strong>1/9/17</strong>. Notification addresses on file in the Clerk’s Office. Evidence of required insurance must be on file with the Clerk’s Office no later than <strong>5/15/17</strong>. | Applications for vendors license must be submitted no later than <strong>5/19/17</strong>. | $165 pd. |</p>
<table>
<thead>
<tr>
<th>TOTAL DEPOSIT REQUIRED</th>
<th>ACTUAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>$45.00</td>
<td></td>
</tr>
</tbody>
</table>

**FOR CLERK’S OFFICE USE**

Deposit paid ____________
Actual Cost ____________
Due/Refund ____________
The police department uses handheld computer devices to issue parking citations. The current system consists of Duncan Parking Technologies, Inc. AutoCite parking enforcement management software and (4) Duncan X3 handheld computers. These units were purchased in 2008 and were scheduled for replacement in the 2016-17 Computer Equipment Fund budget. Although the replacement of the handheld computers is the primary focus of this purchase, an existing customer upgrade is included to enhance our existing AutoCite software to the most recent version and to provide compatibility with the new N5 Print handheld computers.

Duncan Parking Technologies is a division of CivicSmart, the manufacturer of Liberty smart meters and vehicle detection sensors approved by the City Commission on January 9, 2017. This purchase of the (4) handheld computers was delayed in case the city had selected a parking technology other than smart meters.

To facilitate the processing of citations, it is required that the parking citation system interface with the City’s financial system, BS&A Software. The citation information that parking officers generate is stored in the handheld until the end of the day when the data is uploaded to BS&A with our current system and the payment status is downloaded into the handhelds from BS&A on a daily basis as well. With the new N5Print handhelds, citation issuance and payment status will be updated in real time. In addition to system integration with BS&A financial software, compatibility with Parkmobile and the recently approved smart meters and sensors, all aspects of our parking enforcement system will remain mutually compatible and cost effective for the City.

The N5Print handheld computer provides an excellent interface to allow parking officers to easily determine which spaces are occupied / expired and any other desired enforcement information. The N5Print handhelds also provide auto chalk (electronic time zone enforcement) functionality. The proposed enforcement computers provide a daily history by license plate (either manually entered by officer or photographed using the built in license plate recognition (LPR) reader on the handheld). The new handhelds could also be used to computerize our existing database of residential parking permits.

The Police and IT departments recommend the purchase of (4) N5Print parking citation handheld computers from Duncan Parking Technologies, Inc. As the proposed N5Print
handhelds would run on our existing Duncan AutoIssue software, this is a very cost effective solution and there are no concerns about compatibility with the city’s financial processing system. The police and IT departments recommend the purchase of (4) N5Print handheld citation devices in the amount of $25,991.80. Software upgrade, charging units, docking stations, four spare batteries, project management and configuration, training and installation, first year software maintenance and an initial supply of 10,040 tickets are included in this price.

Replacement of the current system was planned for and budgeted in the current 2016-17 fiscal year network upgrade budget. There are sufficient funds in the Computer Equipment Fund account number 636-228.000-973.0400 to provide for this purchase.

Funding for the wireless communications framework, wireless enforcement module, and software for Liberty meters and pay by cell integration with Parkmobile was not identified in the budget as the smart meter purchase was not included at the time of budget preparation for the 2016-17 fiscal year. Sufficient funds are available in the Auto Parking System fund account number 585-538.001-981.0100 to provide for the one time wireless software costs in the amount of $20,080.00.

Suggested Resolution:

To approve the purchase of (4) N5Print parking enforcement handheld units and chargers with an included 5 year warranty from Duncan Parking Technologies, Inc. (a CivicSmart company) in the amount of $25,991.80; further to authorize the purchase of a wireless communications framework and enforcement module for Liberty meters and pay by cell integration in the amount of $20,080.00; further to waive normal bidding requirements and to authorize these expenditures from account numbers 636-228.000-973.0400 and 585-538.001-981.0100.
## CivicSmart AutoISSUE with N5Print Handheld & Wireless Software Quote

<table>
<thead>
<tr>
<th>Product ID - Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Handheld Unit and Charger</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HH - N5PRINT</td>
<td>$2,492.00</td>
<td>4</td>
<td>$9,968.00</td>
</tr>
<tr>
<td>CHGR - N5PRINT - 4BAY</td>
<td>$1,085.00</td>
<td>1</td>
<td>$1,085.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$11,053.00</td>
</tr>
<tr>
<td><strong>2. Hardware Extended Warranty</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXT - WARR - N5PRINT - 5YR</td>
<td>$1,133.00</td>
<td>4</td>
<td>$4,532.00</td>
</tr>
<tr>
<td>EXT - WARR - 4DOCK - 5YR</td>
<td>$527.00</td>
<td>1</td>
<td>$527.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$5,059.00</td>
</tr>
<tr>
<td><strong>3. Software</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SW - PCI</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>SW - PPCR</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>SW - TLM</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>SW - BCP</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>SW - WT</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>SW - HOE</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>SW - VR</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>SW - DI</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>4. AirWatch</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIRWATCH</td>
<td>$70.00</td>
<td>4</td>
<td>$280.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$280.00</td>
</tr>
<tr>
<td><strong>5. Project Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PL - 1</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>TR - ONSITE</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$6,000.00</td>
</tr>
<tr>
<td><strong>6. Accessories</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACC - CC - N5PRINT</td>
<td>$35.00</td>
<td>4</td>
<td>$140.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$140.00</td>
</tr>
<tr>
<td><strong>7. Paper Products</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CIT - N5PRINT PAPER</td>
<td>$2,399.00</td>
<td>1</td>
<td>$2,399.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$2,399.00</td>
</tr>
</tbody>
</table>

*Continued on next page*
CivicSmart AutoISSUE with N5Print Handheld & Wireless Software Quote

Prepared for: Birmingham
Ship-to Region: MI
Quote ID: 16 05 16 201e
Date Due: 01/10/2017
Sales Rep: Jeff Rock
Expiry Date: 02/09/2017

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>OT - DIS</td>
<td>One-Time Discount for Bundling the purchase of the Handhelds with the Liberty Meters. 10% off on hardware/software for bundled purchase only.</td>
<td>(3,859.20)</td>
<td>1</td>
<td>(3,859.20)</td>
</tr>
</tbody>
</table>

Subtotal $ (3,859.20)
System Purchase Total $ 46,071.80

9. Monthly Fees

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>WS - HH</td>
<td>Wireless Enforcement Services includes user licensing and wireless communications costs. Includes 10 Megabyte Data Plan. Overage Rate Per Megabyte is an additional $2.00 per handheld. (per handheld/per month) System Services Management and Support for Hosted AutoISSUE (per month). Price is for System quoted above. If changes are made to the system (i.e. if equipment or software features are added), the hosting fee is subject to change.</td>
<td>100.00</td>
<td>4</td>
<td>400.00</td>
</tr>
<tr>
<td>HS - AI</td>
<td></td>
<td>200.00</td>
<td>1</td>
<td>200.00</td>
</tr>
</tbody>
</table>

Monthly Fee Total $ 600.00

10. Annual Maintenance Fees*

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AI - PDA - MAINT</td>
<td>Equipment Annual Maintenance Support &amp; Handling</td>
<td>50.00</td>
<td>4</td>
<td>200.00</td>
</tr>
<tr>
<td>SW - AI - MAINT</td>
<td>AutoISSUE Annual Software Maintenance</td>
<td>2,600.00</td>
<td>1</td>
<td>2,600.00</td>
</tr>
<tr>
<td>AIRWATCH</td>
<td>AirWatch Annual Subscription</td>
<td>70.00</td>
<td>4</td>
<td>280.00</td>
</tr>
</tbody>
</table>

Annual Maintenance Fee Total $ 3,080.00

11. Optional/Spare Parts

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSPRINT-BATT</td>
<td>NSPrint Spare Battery</td>
<td>124.00</td>
<td>4</td>
<td>496.00</td>
</tr>
<tr>
<td>PC - HOST</td>
<td>Host PC (to be provided by client in accordance with Minimum Requirements listed below)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal $ 496.00

12. Additional Requirements

Sales Tax will be added to the Invoice if applicable.
Equipment is covered under a one year standard manufactures warranty. Standard Warranty and Extended Warranty does not include Broken glass/display- call for quote.
Payment - All hardware, software and equipment payment due Net 30 days upon delivery. Remaining balance due Net 30 days upon project implementation and training.
Shipping is F.O.B. Origin
12-14 week lead-time

Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.
Prices are subject to change in the event of new or increased costs due of wireless communications and other third party vendor services.
Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.
*All service agreements and warranty terms and conditions from the manufacturer apply. Warranty does not include Broken glass/display- call for quote when needed. Pricing is for Standard Coverage with a 10 Day Turnaround

Host PC must meet the following minimum requirements: Processor: 32 bit - Intel Pentium 4, 3.0 GHz equivalent or greater (both 32 bit and 64 bit); Memory: 32 bit - 1 GB or greater; 64 bit – 2 GB or greater; Operating System: Standalone: Microsoft Windows 7; Server: Microsoft Windows 2000 Server, Service Pack 4; Microsoft Windows Server 2003, Service Pack 2; Microsoft Windows Server 2008; Storage: 100 GB free space (dependent on expected usage) NTFS only; I/O: USB 2.0 (X3); Serial (9 S / S4 / Symbol PDT8100); Ethernet (network version); Printer; Monitor: 800x600 minimum resolution

Please Send Purchase Order To:
Duncan Parking Technologies, Inc.
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

Continued on next page
CivicSmart AutoISSUE with N5Print Handheld & Wireless Software Quote

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
</table>

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation.

Authorized Signature
MARK H. CLEMENCE
edeview@bhamgov.org

Contact Email

Bill To Address: BIRMINGHAM POLICE DEPARTMENT
P.O. BOX 3001
BIRMINGHAM, MI 48012

Ship To Address: BIRMINGHAM POLICE DEPARTMENT
151 MARTIN STREET
BIRMINGHAM, MI 48012

Date/Time Printed: 01/10/2017 2:46 PM
The terms and conditions contained herein (Terms) apply to the sale to any buyer (Buyer) of any products or services provided by Duncan Parking Technologies, Inc. (Buyer) to Buyer from its manufacturing facility located at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin U.S.A. 53202, and of any of its affiliates or subsidiaries (Seller) or Buyer and Seller may be referred to herein individually or collectively as “party”, “parties”, “we”, “our”, “us” or “our” and Seller and Buyer regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized officials of Seller and Buyer.

1. AGREEMENT. All sales are subject to, and expressly limited to, these Terms and any related order acknowledgement, quotation, specifications, releases, contracts, covenants or conditions governing these Terms by Seller. All different or additional terms or conditions proposed at any time in any quote or order will be disregarded. The buyer agrees that these Terms and any relevant and mutually agreed purchase order, release, or quote is incorporated herein, in toto the Agreement. The agreement between Seller and Buyer is entirely embodied in the Terms and the Agreement. Buyer agrees that any alleged or implied warranties, representations and conditions contained herein are expressly limited to, and in all cases, no warranty, representation or condition is made by Seller as to the merchantability, fitness for a particular purpose or any other warranty of any kind, expressed or implied by law, statute or otherwise. The buyer agrees that Buyer is hereby indemniteed and saved harmless Seller, its affiliates, officers, agents, employees, successors, assigns, rights, claims, losses, damages, costs, expenses or liability which may be incurred as a result of or alleged infringement of patent, copyright or trademark rights.

2. ORDERS AND ACCEPTANCE. Pricing and conditions of sale are stated on Seller’s valid quotation or estimate, or (b) Buyer execution and return of Seller’s valid quotation, or (c) any acknowledgment and acceptance of the order by Seller. Buyer shall be deemed to have accepted Seller’s tender of performance if Seller delivers or the defect or discontinue final shipment, or cancel the order pursuant to the provisions of Paragraph 11. Seller may also withhold shipment on any other agreement hereunder in which the Seller agrees to buy and pay for any past due account, or if Buyer fail to make any payment as due, or if a receivable is sold by Buyer or by others. Buyer may not “set-off” or reduce any amounts owed hereunder, or any indebtedness or any other agreement(s) between the Buyer and Seller. (e) If any Term of the Agreement or any other agreement has changed, or the buyer is entitled to all remedies and rights as a secured party under the Wisconsin Uniform Commercial Code. Buyer may not assign or subcontract the performance of any obligations, terms or conditions nor of the future performance under the Agreement or the future exercise of any such rights.

4. REMEDIES. IN CASE OF DEFAULT. If Buyer shall have failed to make any payment or to perform any act required by this Agreement, Buyer agrees to pay and all expenses for Seller’s taxes, insurance, repairs and maintenance of the products or services purchased and all losses and expenses incurred by Seller in the collection of the foregoing sums. (d) Buyer may make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against Buyer, then Buyer is deemed to find it necessary to obtain assistance in collecting any past due amounts. Buyer agrees to pay all reasonable attorney fees, collection fees and/or court costs allowable by law. (e) Buyer hereby agrees that any security interest in all products or services purchased hereunder to secure the payment of all past due amounts and for any changes requested by Buyer in the process or design of products or services are subject to written approval by Seller and to reasonable fees. Buyer shall have a non-exclusive, non-transferrable, revocable license to use the products or software or any other third party software or hardware.

10. DELAYS. If a specific shipping date is not agreed in writing between the Buyer and Seller, Buyer will be liable for any loss or damages resulting from any act or alleged delays.

11. EXPERIMENTAL SALES OR SERVICE/PRODUCT EVALUATIONS. In no event shall Seller be liable for any loss or damages resulting from any act or alleged delays. Buyer are identified as “prototypes”, “samples”, for approval”, “on probation” for final approval, “for evaluation only” and Seller and Buyer regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized officials of Seller and Buyer.

12. INDEMNIFICATION. Each Party agrees that by entering into, defunct, dissolved and/ or liquidated or bankruptcy or receivership or any other form of reorganization or arrangement or compromise. No advice or recommendation made or given by Seller constitutes any additional or different warranty from the original warranty. The original warranty constitutes Seller’s sole warranty to Buyer. Seller makes no other warranty of any kind, statutory or otherwise, express or implied, and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose, and further warranties.

8. PATENTS - COPYRIGHTS-TRADEMARKS - PROPRIETARY RIGHTS. If any product is manufactured or modified according to any contract or agreement herein, Buyer agrees to refrain from any act or acts of infringement of Seller’s, Buyer, or its affiliated or related companies, under the Agreement or any other agreement(s) between the Buyer and Seller. (e) If any Term of the Agreement or any other agreement has changed, or the buyer is entitled to all remedies and rights as a secured party under the Wisconsin Uniform Commercial Code. Buyer may not assign or subcontract the performance of any obligations, terms or conditions nor of the future performance under the Agreement or the future exercise of any such rights.

9. FUTURE OR SCALE INFLUENCE ON PRICE OR TOTAL EXPENSE. Seller reserves the right to change or revise the prices stated in any of its order acknowledgement, quotation, specification, terms, or condition, without notice. Buyer shall have a non-exclusive, non-transferrable, revocable license to use the products or software or any other third party software or hardware.

17. INDEMNIFICATION. Each Party hereto shall be indemnified and held harmless by the other Party or Parties from any and all losses, expenses, fees, costs, damages, expenses or liability which may be incurred as a result of or alleged infringement of patent, copyright or trademark rights.

18. MISCELLANEOUS. (a) Headings are for convenience reference only and do not affect the meaning of the provisions themselves. (b) No oral agreements are valid unless written and signed by duly authorized officials of Seller and Buyer. (c) Buyer agrees to pay all reasonable attorney fees, collection fees and/or court costs allowable by law. (e) Buyer hereby agrees that any security interest in all products or services purchased hereunder to secure the payment of all past due amounts and for any changes requested by Buyer in the process or design of products or services are subject to written approval by Seller and to reasonable fees. Buyer shall have a non-exclusive, non-transferrable, revocable license to use the products or software or any other third party software or hardware.

15. DELAYS. If a specific shipping date is not agreed in writing between the Buyer and Seller, Buyer will be liable for any loss or damages resulting from any act or alleged delays.

16. EXPERIMENTAL SALES OR SERVICE/PRODUCT EVALUATIONS. In no event shall Seller be liable for any loss or damages resulting from any act or alleged delays. Buyer are identified as “prototypes”, “samples”, for approval”, “on probation” for final approval, “for evaluation only” and Seller and Buyer regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized officials of Seller and Buyer.

10. DELAYS. If a specific shipping date is not agreed in writing between the Buyer and Seller, Buyer will be liable for any loss or damages resulting from any act or alleged delays.
The parties agree to replace paragraph 12 of Duncan Parking Technologies, Inc. Standard Terms and Conditions with the following paragraph 12:

12. INDEMNIFICATION. Seller agrees to protect, defend, hold harmless and indemnify Buyer and any successors and assigns from and against any claims, damages, losses, and expenses arising out of any (a) actual or alleged infringement of any patent, trademark, copyright or unfair competition by reason of the manufacture, use or sale of any products or services under the Agreement, or (b) actual or alleged death or injury to any person, damage to property or any other damage or loss suffered due to a defect in products or services or breach of warranty, contract, or negligence. Notwithstanding anything in the Agreement, at its sole option Seller will defend or settle any action brought against Buyer to the extent the action is based on claims that Seller’s product infringes any U.S. patent or U.S. copyright. Seller will pay damages and costs finally awarded against Buyer on such claim, provided however, that in lieu of such defense or payments, Seller may at its sole discretion (i) procure for Buyer the right to license or continue using infringing products, or (ii) replace or modify such products so that they become non-infringing, or (iii) refund to Buyer price actually paid by Buyer for infringing products less reasonable amount for use, wear, tear, damage, or obsolescence, or (iv) substitute reasonably suitable non-infringing product for the infringing product. Seller’s obligations under this section are expressly conditioned upon Buyer’s prompt written notification to Seller of existence or threat of such action, and Seller’s sole control over defense and settlement of any action with all required assistance of Buyer. Where applicable state law disallows any or all of the foregoing indemnifications of Seller by Buyer; both Buyer and Seller hereby waive such indemnifications, only to the extent disallowed, as if such law were applicable to both Parties.
DATE: 1/9/2017
TO: Joseph A. Valentine, City Manager
FROM: Eric Brunk, IT Manager
SUBJECT: Virus Scanner Replacement

McAfee Antivirus is the current Antivirus application for the City of Birmingham. McAfee AV, while constantly being updated, lacks the ability to integrate with the next generation firewalls which would give it the capabilities to combat the newer security threats found on the internet today. This prompted the IT department to research the cost for replacement.

The IT department during its evaluation of the leading firewall solutions found that the new firewall technology had integrated modules for not only network and internet security, but web filtering and endpoint threat mitigation.

The IT Department found that the Palo Alto endpoint threat mitigation module and endpoint software called Traps was superior to our current antivirus solution and that it integrated with the new Palo Alto Firewall being implemented, giving the City the enhanced security needed.

Palo Alto has governmental pricing for implementation of this module and endpoint software on the GSA Multiple Award Schedule IT-70 and a quote was requested from their authorized reseller, AmeriNet 1241 S. Maple Rd. Ann Arbor, Mi 48103. The implementation quote used pricing from GSA Multiple Award Schedule IT-70 contract # GS-35F-0511T.

SUGGESTED RESOLUTION:
Authorize the IT department to enlist professional services from Amerinet to implement the Palo Alto Traps Endpoint threat Mitigation module and software using GSA Multiple Award Schedule IT-70 contract # GS-35F-0511T the cost of implementation not to exceed $15,250.00. Funds are available in the IT Network Upgrade fund account # 636-228.000-973.0400
## Birmingham City of | AmeriNet Professional Services Traps Install

<table>
<thead>
<tr>
<th>To:</th>
<th>From:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Brunk</td>
<td>Patrick Donlin</td>
</tr>
<tr>
<td>City of Birmingham</td>
<td>AmeriNet</td>
</tr>
<tr>
<td>151 Martin Street</td>
<td>1241 S. Maple Rd.</td>
</tr>
<tr>
<td>Birmingham, MI 48012</td>
<td>Ann Arbor, MI 48103</td>
</tr>
<tr>
<td>248.530.1885</td>
<td>Phone: 734-995-1233</td>
</tr>
<tr>
<td><a href="mailto:ebrunk@bhamgov.org">ebrunk@bhamgov.org</a></td>
<td><a href="mailto:patrick@AmeriNet.com">patrick@AmeriNet.com</a></td>
</tr>
</tbody>
</table>

### Summary

- **Total Amount:** $15,250.00
- **Quote ID:** QUO-14485-G8K1
- **Shipping Method:**
- **Payment Terms:** Net 30
- **Date:** 01/09/2017

### Details

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Product</th>
<th>Quantity</th>
<th>Price</th>
<th>Sub Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>APS-2007</td>
<td>Block hours are used to cover any consulting time that has been scheduled with an APS engineer that is M-F 8-5. Examples: Troubleshooting Non-contract Hardware, Configuration Changes, Upgrades, Network Design, Moves adds or changes. After hours and weekend work will be charged against the block at standard rates.</td>
<td>30.00</td>
<td>$175.00</td>
<td>$5,250.00</td>
</tr>
<tr>
<td>APS-TRAPS-BRONZE</td>
<td>AmeriNet Traps Professional Services Bundle - includes up to 2 Management Server &amp; 25 end point devices of any type (Desktop, Notebook, Tablet, Server, VDI, embedded)</td>
<td>1.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

**Total** $15,250.00

---

Thank you for the opportunity to quote these products. Please note: Prices quoted are valid for 30 days. Applicable taxes and shipping charges are additional. Returns or cancellation of order(s) may be subject to a fee. We look forward to helping you in the future.
DATE: December 14, 2016

TO: Joseph A. Valentine, City Manager

FROM: Carlos Jorge, Maintenance Supervisor

SUBJECT: Baldwin Public Library Passenger Elevator Renovation

In the past years we had been monitoring the Passenger Elevator located at Baldwin Public Library. It got to the point that this unit needs to be upgraded. The reasons for upgrade are because it is becoming hard and expensive to keep in operation due to age, also finding components and replacements parts is difficult.

The City hired Dennis Christiaens from National Elevator Consultants, Inc., to prepare bidding documents for this project. The work involved a feasibility study, the development of specifications, bid documents, and qualifications of bidders and to overseeing the installation of new equipment up to final inspection.

The City went to bid for a firm to install the upgrades for the Passenger Elevator. Interested firms were required to register to attend a mandatory pre-bid meeting. The pre-bid meeting was scheduled to review, tour the facility and answer any questions regarding the request for proposal. Two interested firms attended.

Two participants submitted a bid, and they were:

Kone, Inc. for $247,595.00
Thyssenkrup Elevator Corp. for $162,767.00

All bids have been reviewed for compliance with the City’s request for proposal (RFP).

After reviewing all bids, the Consultant Dennis Christiaens from National Elevator Consultants, Inc. and the City found that the low bidder meet the requirements outlined in the RFP.

It is recommended to award the Baldwin Public Library Passenger Elevator Renovation Project contract to ThyssenKrup Elevator Corp., for $162,767.00 consistent with the bid specifications.
Once this contract is awarded, the contractor will need about twelve to fifteen weeks to have all the necessary components manufactured. Once work begins, the reconstruction of the elevator machinery will be an involved process taking approximately six to eight weeks. The contract times allow for the contractor to take the elevator out of service in early April, 2017 and they will be required to have the elevator opened for use by the public by June, 2017.

Signs will be posted at each entrance notifying the public that the elevator is out of service during the construction on this project.

Funds for this project were budgeted in the 2016-2017 Budget under the following accts: 401-265.003-977.0000.

SUGGESTED RESOLUTION:

To approve the agreement with Thyssenkrup Elevator Corp. in the amount not to exceed $162,757.00 to perform the Baldwin Public Library Passenger Elevator Renovation Project and direct the Mayor and City Clerk to sign the agreement on behalf of the City.
REQUEST FOR PROPOSALS
For Baldwin Public Library Passenger Elevator Renovation

Sealed proposals endorsed "Library Passenger Elevator Renovation", will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m. on Tuesday, November 29, 2016 after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on November 1, 2016 at 9:00 a.m. at the Birmingham Municipal Building. Bidders must register for the pre-bid meeting by Monday, October 31, 2016 by contacting Carlos Jorge at 248.530.1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide all labor, materials, removal and installation of equipment required and accessories necessary to renovate of the Passenger Elevator to the Baldwin Public Library. 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, 151 Martin St., Birmingham, Michigan, Attention: Carlos Jorge.

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: October 13, 2016
Mandatory Pre-Bid Meeting: Tuesday, November 1, 2016 at 9:00 A.M.,
151 Martin Street
Birmingham, MI 48009
Lower Level Conference Room

Deadline for Submissions: 2:00 pm on Tuesday, November 29, 2016
Contact Person:

Carlos Jorge
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: 248.530.1882
Email: cjorge@bhamgov.org
REQUEST FOR PROPOSALS
For Baldwin Public Library Passenger Elevator Renovation

Contents

INTRODUCTION .................................................................................................................................................... 3
REQUEST FOR PROPOSALS (RFP) .......................................................................................................................... 3
MANDATORY PRE-BID MEETING ............................................................................................................................ 3
INVITATION TO SUBMIT A PROPOSAL .................................................................................................................. 3
INSTRUCTIONS TO BIDDERS ............................................................................................................................... 4
EVALUATION PROCEDURE AND CRITERIA ............................................................................................................ 4
TERMS AND CONDITIONS ........................................................................................................................................ 5
CONTRACTOR’S RESPONSIBILITIES ...................................................................................................................... 6
CITY RESPONSIBILITY ........................................................................................................................................ 7
SETTLEMENT OF DISPUTES ................................................................................................................................ 7
INSURANCE ............................................................................................................................................................. 7
CONTINUATION OF COVERAGE ............................................................................................................................. 7
EXECUTION OF CONTRACT ................................................................................................................................... 7
INDEMNIFICATION .................................................................................................................................................. 7
CONFLICT OF INTEREST ....................................................................................................................................... 8
EXAMINATION OF PROPOSAL MATERIALS ........................................................................................................... 8
PROJECT TIMELINE ................................................................................................................................................ 8
It is expected work will begin on April 1, 2017 and be completed by June 15, 2017 ................................................ 8
SCOPE OF WORK .................................................................................................................................................. 9
ATTACHMENT A - AGREEMENT ............................................................................................................................. 39
ATTACHMENT B - BIDDER’S AGREEMENT ............................................................................................................. 45
ATTACHMENT C - COST PROPOSAL ...................................................................................................................... 46
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM .................................................. 47
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 firms to furnish all labor, materials, removal and installation of equipment required and accessories necessary to renovate the Passenger Elevator at the Baldwin Public Library. 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 reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed December 2016. 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 provide all labor, materials, removal and installation of equipment required and accessories necessary to renovate of the Passenger Elevator to the Baldwin Public Library. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. The mandatory pre-bid meeting is scheduled Tuesday, November 1, 2016 at 9:00 a.m. at the Birmingham Municipal Building. Bidders must register for the pre-bid meeting by Monday, October 31, 2016 by contacting Carlos Jorge at 248.530.1882.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Tuesday, November 29, 2016 to:

   City of Birmingham  
   Attn: City Clerk  
   151 Martin Street  
   Birmingham, Michigan  48009
One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, “Library Passenger Elevator Renovation”. 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: Carlos Jorge, 248.530.1882, cjorge@bhamgov.org and 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 10 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.

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. 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.

7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

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

9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.
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. 16)
   b. Cost Proposal (Attachment C - p. 17)
   c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18)
   d. Agreement (p. 10 – 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.

4. The Contractor will be responsible for all permits needed for this project and their associated cost as defined on Permits Fees and Inspections (on page 11).

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 getting parking permits 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 Baldwin Public Library 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.

PROJECT TIMELINE
It is expected work will begin on April 1, 2017 and be completed by June 15, 2017.

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

LIQUIDATED DAMAGES
The contractor shall pay to the City of Birmingham as liquidated damages, the sum of five hundred dollars ($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 in this amount shall also apply for each day that the project is not substantially complete beyond the date specified under “Time of Completion”, regardless of the actual time work began. Liquidated damages are established to compensate the City and the public, for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are not in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.

For the purpose of determining Liquidated Damages, the Contract Time for work shall be increased proportionally to increases in contract value (if any) for this portion of the work provided that 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;
SCOPE OF WORK

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

CONSULTANT: NATIONAL ELEVATOR CONSULTANTS, INC.
7397 AQUA ISLE
ALGONAC, MICHIGAN 48001

PROJECT: BALDWIN LIBRARY PASSENGER ELEVATOR
300 W. MERRILL ST.
BIRMINGHAM, MI 48009

BIDDER’S RESPONSIBILITY FOR CONDITIONS OF WORK AT SITE

A. Each bidder shall inspect the site of the work and inform himself of the conditions under which the work is to be performed, any obstacles which may be encountered and all other relevant matters concerning the work to be performed. The bidder, if awarded the Contract, shall not be allowed any extra compensation, by reason, for any matter or thing, because of his failure to have so informed himself prior to the bidding. The bidder’s failure to inspect the site, specifications and/or otherwise inform himself of all conditions under which the work is to be performed, will not relieve him in any way of the responsibility of furnishing material or work necessary to complete the project at no additional cost to the Owner.

B. Bidder, before submitting his Proposal for this work, must thoroughly acquaint himself with all of the conditions called for in the Specifications. Bidder must know in advance and convey to the Consultant and Owner of any likely interference with work he expects with his own forces or additional expense that he may incur due to the operations of other contractors. There will be no additional compensation paid “later” because of alleged extra expense due to the improper performance of “work by others” without pre-bid documentation.

C. Dimensions and information indicated, specified or given orally concerning existing obstructions on or near the site; sizes, elevators, and location of services, walks, curbs, pavements and rail facilities; boring data, etc., have been obtained from sources the Consultant or Owner believes to be reliable but they do not warrant the accuracy of same. Such information is given solely for the convenience of the bidder and use of such dimensions, elevators, sizes, or information is made at his own risk.

6. COMPLETION OF WORK

A. If the undersigned is notified of their acceptance of this bid, they agree to execute a contract for work as specified for the stated compensation and to guarantee the final
completion within _______ consecutive calendar days, inclusive of all legal holidays, after award date.

7. PROJECT SCHEDULE

A. The Contractor shall list below a proposed schedule of work to be performed. This schedule shall be compatible with the payment schedule listed on the following page.

B. For all practical purposes, the project will be furnished and installed on the basis of phases, as follows, including dates for each phase.

ENGINEERING/LEAD TIME:

MOBILIZATION/EQUIPMENT REMOVAL SCHEDULE:

CONSTRUCTION SCHEDULE:

FINAL ACCEPTANCE:

8. MATERIALS AND SUBSTITUTIONS

A. If materials are specified using names of specific manufacturers, the sole purpose is to establish standards of design, function and quality but not to limit competition.

B. Proposals shall be based on the various materials specified. However, the bidder may, if he desires, submit with his proposal, substitute materials of other manufacturers for similar use providing such substitutes have been given prior approval by the Owner.

C. Where the specifications call for any stipulated item or “approved equal”, or words to that effect, the “approved equal” shall be based on the specified make or style of material. If the contractor prefers to use any substitute material, he shall so state in this proposal, and set forth the description of the substitute material together with the amount to be added to or deducted from the price set forth in his Base Proposal in the event such substitute material is used. The final selection materials will rest with the Owner.

D. The Owner may award the Contract with or without substitutions.

E. If the Bidder names no substitutes; the materials specified shall be provided.
9. **SUBSTITUTIONS (Base Bid)** (The Owner and/or the Consultant reserve the right to approve or disapprove any one or all of the substitutions.)

<table>
<thead>
<tr>
<th>Specified</th>
<th>Substitute</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

NO SUBSTITUTIONS - ALL WORK TO BE DONE DIRECTLY BY BIDDER

The undersigned proposes to provide the following labor and material as specified without subcontractors or material substitutions.

_________________________      _________________________
Name            Date

10. **ADDITIONAL WORK:**

If it is determined that additional sub-contractor work will be required during the modernization, the mark-up for this work shall not exceed ___% of sub-contracted work, materials, and the adjusted labor cost including fringe benefits.

11. **APPROVED MANUFACTURERS**

   A. ELEVATOR CONTROL EQUIPMENT: MCE, GAL, SMARTRISE, or VIRGINIA

   B. PUMPING/JACK UNIT: EECO, CANTON, DETROIT or MINNESOTA ELEVATOR

   C. ELEVATOR CABS/DOOR PANELS: GUNDERLIN, COLUMBIA, or G & R

   D. ELEVATOR FIXTURE COMPANIES: PTL or INNOVATION INDUSTRIES

   E. ELEVATOR DOOR OPERATOR EQUIPMENT: GAL Manufacturing

   F. **APPROVED SUBCONTRACTORS:** (The Owner and/or the Consultant reserve the right to approve or disapprove subcontractor and material suppliers.)

   ➢ Elevator Cab Modernization Companies:
12. **PAYMENT SCHEDULE**

   The Contractor shall list a proposed schedule of payments as outlined below. This schedule shall be compatible with the construction schedule listed on the preceding page.

   **PHASE NO. -** (Percent Required)

   1. Down Payment        ______%
   2. Total Material Delivery    ______% (additional)
   3. Monthly Progress Payments as work is performed
   4. Retainage:             10 %

---

**SECTION 3**

**BID FORM**

**BIDDER:**

**OWNER/MANAGEMENT COMPANY:**  HAYMAN COMPANY  
29100 NORTHWESTERN HWY.  
SUITE 410  
SOUTHFIELD, MI 48034

**CONSULTANT:**  NATIONAL ELEVATOR CONSULTANTS, INC.  
7397 AQUA ISLE  
ALGONAC, MICHIGAN  48001

**PROJECT:**  Baldwin Library  
300 W. Merrill St.  
Birmingham, MI 48009

   Modernization of One (1) Hydraulic Passenger Elevator
Dear Sir/Madam:

We hereby submit our bid for the construction and completion of the above project and in full compliance to the Specifications, including all terms and conditions.

1. **TOTAL CONTRACT PRICE(S) (Base Bid)**

   A. Having carefully considered the proposed form of agreement, invitation for bids, instructions to bidders, general terms and conditions, specifications, addenda, related drawings, alternates, site visitations and any conditions affecting the work, the undersigned proposes to furnish all labor, material, tools, equipment and machinery to complete the entire project for the lump sum of:

   
   
   -----------------------------
   
   $ ____________ 
   
   -----------------------------

   B. Monthly maintenance shall be provided at the end of the free service period, as specified in the maintenance portion of these specifications for the monthly lump sum of:

   
   
   -----------------------------
   
   $ ____________ 
   
   -----------------------------

   C. Additional work to the modernization contract will be billed at the rates provided per the additional work page of this contract.

2. **MANDATORY ALTERNATES:**

   A. **ALTERNATE NO. 1 Upgrade cab interior per attached specification.**

   Add the sum of ____________

   
   ----------------------------- ($ ____________ )

   Deduct the sum of ____________

   
   ----------------------------- ($ ____________ )

   B

   Add the sum of ____________
C. ALTERNATE NO. 2 – Replace or Skin Hoist way Doors with Stainless Steel #4.

Add the sum of ____________________________________________________________

__________________________________________ ($ ________ )

Deduct the sum of _________________________________________________________

__________________________________________ ($ ________ )

D. ALTERNATE NO. 4 –

Add the sum of ____________________________________________________________

__________________________________________ ($ ________ )

Deduct the sum of _________________________________________________________

__________________________________________ ($ ________ )

3. VOLUNTARY ALTERNATES:

A. ALTERNATE NO. 1 Change to hole-less application if possible.

Add the sum of ____________________________________________________________

__________________________________________ ($ ________ )

Deduct the sum of _________________________________________________________

__________________________________________ ($ ________ )

B. ALTERNATE NO. 2

Add the sum of ____________________________________________________________

__________________________________________ ($ ________ )

Deduct the sum of _________________________________________________________
C. ALTERNATE NO. 3 –

Add the sum of ______________________________________

______________________________________________________ ($__)

Deduct the sum of ______________________________________

______________________________________________________ ($__)

D. ALTERNATE NO. 4 –

Add the sum of ______________________________________

______________________________________________________ ($__)

Deduct the sum of ______________________________________

______________________________________________________ ($__)

4. ADDENDA - The following addenda to the specifications and bidding documents have been received during the bidding period and have become a part of this proposal:

Addendum No. ____________________________ dated

Addendum No. ____________________________ dated

Addendum No. ____________________________ dated

Addendum No. ____________________________ dated

5. COLLUSION - The Undersigned affirms that, in making this proposal, neither he nor any company that he may represent, nor anyone in behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any contract to prevent any other bidder or bidders form bidding on said Contract, or work, and further confirms that this proposal is made without regard or reference to any other bidder and/or without any agreement, understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

6. This contract cannot be assigned without the written approval of the Owner or the Consultant.
7. These specifications, when legally accepted by both parties, shall constitute a contract. All prior, written or verbal, representations or agreements not incorporated herein are superseded.

**ACCEPTANCE**

Contractor ________________________________

By ________________________________ Date __________________

Title ________________________________

Approved by ________________________________

Authorized Official of Elevator Company

Accepted by Owner ________________________________

By ________________________________ Date __________________

Title ________________________________

Authorized Official of Purchaser

**DESCRIPTION**

This Specification is intended to cover the modernization, furnishing and installing of (1) hydraulic passenger elevator. All work will be performed in a workmanlike manner and is to include all work and material in accordance with specifications herein. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation. At all times the consultant’s final specifications, and performance requirements take precedence over any area of dispute of difference between the elevator contractor and the consultant, his representative, or the owner. All verbal agreements or representations not properly documented will always be superseded by the plans and specifications.

**PERMITS FEES AND INSPECTIONS**

It shall be the elevator contractor’s responsibility to apply for, obtain and pay for any and all permanent and temporary installation permits that are required by the state or municipality covering the project. Primary modernization installation permits will be applied for within 30 days of a fully executed contract. Furthermore, the elevator contractor must arrange for and conduct all inspections and tests required for certificate of operation and final acceptance by both the code authority and the owners/owners representatives.
CODE REQUIREMENTS

Unless otherwise specified, all elevator material, design, clearances, construction, workmanship, and tests, shall conform to the latest requirements of all applicable codes, including the American National Standard Safety code for “Elevators, Dumbwaiters, Escalators, and Moving Sidewalks”, ANSI-A17.1. This Code represents minimum standards and can only be superseded by a local or state Code having over-riding jurisdiction.

Additional compliances (as may apply) shall be to the “National Board of Fire Underwriters”, “National Electric Code”, and BOCA. Compliance shall meet revisions and authorized standards necessary.

Equipment and all installation, when completed, shall be in full compliance with ADA (Americans with Disabilities Act).

The intent of these specifications is to be in total compliance with all applicable codes. Should there be a variation between these specifications and the codes, then the latest and applicable codes shall take precedence. The Contractor will be responsible for 100% code compliance.

CONTRACTOR AND EQUIPMENT STANDARDS:

The Contractor shall be regularly engaged in the business of manufacturing, and/or installing and servicing equipment of the type and character required by the specifications and in the interest of undivided responsibility may also be the manufacturer of major components.

Furthermore, the local service facility must be owned or leased by the installer/manufacturer and shall consist of management, field supervision and residing local journeyman.

The Contractor shall have previously manufactured and/or installed and serviced equipment of a similar size, speed control, and capacity in at least four (4) different buildings.

The job site installation shall be supervised by qualified, full-time employees of the Contractor. They shall be experienced in installing equipment having the type of control system specified.

The owner/consultant reserves the right to approve or disapprove any bidder using equipment manufactured by a division or subdivision of the parent company.

MANAGEMENT MEETINGS

The contractor agrees to attend a monthly management meeting to discuss the job progress. The meetings will start at the beginning of work and will continue until final completion of all elevators.

MATERIAL FINISH SUBMITTALS

If incorporated, as part of this specification, Two (2) samples of each of the following shall be submitted upon request, for approval before installation:

a. Paint and enamel finishes for color selection.

b. Plastic laminated finishes.

c. All fixture cover finishes.

d. All other exposed surfaces.

SHOP DRAWINGS, MEASUREMENTS, & SUBMITTALS

Before starting fabrication, shop drawings in the form of reproducible submissions of uniform size in accordance with GENERAL CONDITIONS, shall be submitted to the consultant for approval.
The following items shall be included in the elevator shop drawings:

a. Cuts or drawings showing detail of the signal and operating devices and such other devices as specified or required.

b. Complete and dimensioned layouts of any changes from the original installation, as now specified; showing changes in the elevator machine, controller, governor, cab, car sling, platform, counterweights, sheaves, supporting beams, guide rails, buffers, reaction at points of support, weights of principle parts, top and bottom clearances and the over-travel of the car and counterweight location and sizes of conduit and junction boxes, etc.

c. Complete drawing of any changes in the elevator hoist-way entrances, sills and doors showing the method of operation, details of construction, and the method of fastening to the structural members of the building.

d. Complete drawings of the elevator cabs showing details of construction and the location of the car equipment.

e. Cuts or drawings showing detail of the signal and operating devices and such other drawings as may be required to inform the architect (if involved) of all details of the installation.

f. Architect’s drawings show the general arrangement of the installation. They may not be scaled for dimensions or used as shop drawings. (Contractor to take all field measurements necessary for removing materials and fitting the installation to the building construction and arrangements. Contractor must verify all dimensions including complete travel of each elevator).

g. At the final completion of all equipment, provide two (2) sets of parts catalogs for all equipment as finally furnished and installed.

COOPERATION WITH OTHERS:

The contractor shall cooperate in the successful completion of this project, by providing all labor and materials as specified, with the Consultant, Owner, General Contractor and other involved trades.

POWER REQUIREMENTS AND DISCONNECTS

Prior to the manufacturing or fabricating on any new elevator equipment, the elevator contractor must confirm all existing power at the installation site. All new equipment installed must meet available conditions. **If there is any power equipment, that does not meet requirements, the contractor must submit the requirements in writing to the owner and the consultant at the submission of the bid. Failure to do so will result in the expense of any changes being the responsibility of the contractor.**
RECEIVING AND UNLOADING OF MATERIAL:

The receiving and unloading of material at the job site shall be performed by the Elevator Contractor, as part of the work covered by this proposal. The job site storage area of materials and tools, shall be provided by the Owner or General Contractor. Any other storage requirements will be by the Elevator Contractor.

TEAROUT/REMOVAL OF MATERIALS

Included in this agreement and classified as work by the Elevator Contractor, the Elevator Company shall include all necessary labor and material for the removal of all unused equipment, both directly and indirectly related to the subject elevators. This equipment shall be removed from the premises and become the property of the Elevator Contractor unless previously determined by owner.

WASTE DISPOSAL

All oils, lubricants, flushing and cleaning materials shall be disposed of in accordance with all the requirements of the EPA (Environmental Protection Agency) standards and shall be the responsibility of the Elevator Contractor.

HOLES AND FASTENINGS:

The Elevator Contractor will drill and/or cut all necessary holes in the steel, tile or concrete work as required to install equipment as specified. The Elevator Contractor will do all fastenings necessary to secure guide rails, machine supports and other equipment to the building.

HALL BUTTON CHANGEOVER

Any hall button changeovers requiring shutdown of the elevators will be done by the Elevator Contractor after building operation hours at no additional expense to the owner.

ADDITIONAL BUILDING WORK TO BE PERFORMED OR CONTRACTED BY THE ELEVATOR CONTRACTOR.

The Elevator Contractor shall complete all work required by code, including but not limited to items not listed in the specification.

You shall repair any holes or openings in the hoist-way walls with materials of the same composition as existing or otherwise accepted by code.

You shall remove, relocate or suitably enclose any existing windows, pipes, wiring, ductwork, conduit, water pipes, drain pipes, etc., to meet the legal hoist-way, machine room, and pit requirements required by the governing codes.

You will bevel any existing ledges in the hoist-way (excluding hoist-way separator beams) that are wider than 2” with a minimum of 5/8” drywall or a minimum of 14 gauge galvanized sheet metal set at a bevel of not less than 75 degrees.
You shall provide as required (with advance notice by the Elevator Contractor), the power and wiring requirements to the elevator control system(s), including the proper circuit breakers, the properly sized disconnects, the 110 volt lighting circuit, ground faults and any necessary power to the signal system. Structural changes, such as walls, partitions and painting shall be the responsibility of others. All cutting, patching, and plastering, required to install, landing push buttons and position indicators shall be by others unless previously specified.

You shall provide an earth bonding 4th wire ground to all disconnect switches.

You shall provide any necessary 110-volt circuit(s) for the elevator smoke detector system.

If required by code, the owner shall remove, relocate or cover any equipment from machine room and hoist-way, which is unrelated to the elevators.

Others shall be responsible for informing the elevator contractor of any special radio frequency requirements, special filter or power dissipation requirements necessary in the manufacturing and operation of their building.

You shall provide environmental conditions capable of maintaining a machine room temperature in a range between 45 degrees F. and 95 degrees F. at a height that is a minimum of 6’0” above the floor and 1’ 0” out from any part of the elevator controllers, drives and hoist machines. Relative humidity is not to exceed 85% non-condensing.

**WIRING BY ELEVATOR CONTRACTOR**

The Elevator Contractor will provide all new wiring required to and from the elevator control system, pump motor, hoist-way door interlocks, signal systems, control panels and any elevator management systems.  
All wire runs except traveling cables shall contain 10% spares and be in rigid conduit, EMT, or duct, except short connections where switches or other equipment may require shifting for adjustments. This wiring shall be installed in “flexible” conduit. All conduit shall terminate in approved EMT wiring duct. Conduit fittings, enclosures and junction boxes shall be galvanized steel.

Control and signal wires shall be brought to accessible numbered terminal blocks located in the elevator controller, car operating panel, and/or control components, that require more than 6 wires.

Conductors in conduit or duct shall be N.E. code type “THW”. Intra-panel wiring shall be of a flame-resistant type that complies with the National Electrical Code.

Two pair of RG-6U coaxial CCTV will be included in the traveling cable(s) for a future security camera.
These wires will be terminated at the top of the elevator in an approved box or duct. Two pair of shielded wires will be included in each traveling cable for a present or future communication provision.

Traveling cables shall be flame retardant, moisture resistant flexible cable that complies with the National Electrical Code Type “ET”.

Traveling cables shall originate at numbered terminal blocks in a steel junction box in the hoist-way or on the controller, and end at numbered terminal blocks in a steel junction box on the car.

Traveling cables shall be fastened by an approved fastening, capable of withstanding a minimum of 200% strain relief. Each travel cable shall be provided with a minimum of ten-percent spare conductors per car and cable or additionally if required by code.

All wiring must test free from short circuits and grounds. The insulation resistance between conductors and ground shall be not less than one meg-ohm.

The elevator contractor shall furnish and deliver to the architect/owner, for approval, three (3) copies of complete wiring diagrams including schematic diagrams of all power, control, and safety devices. Wires shall be numbered and the numbers shall be shown on all wiring diagrams.

Elevator Contractor shall provide work light fixtures with a GFI receptacle, on the top and bottom of the car. Fixture shall be suitable to accommodate a 150 watt incandescent lamp. Fixtures shall have wire lamp guards and toggle switches. The work light fixtures shall be so located that the work lights will provide good working light to the bottom and top of the car working area.

Elevator Contractor shall provide hoist-way access switches in accordance with the code jurisdiction. Hoist-way shall be equipped with necessary emergency stop switches, required by code, which shall interrupt the elevator control circuit and stop the car. An additional switch shall be provided to safely light the pit area.

All connections between any duct, conduit and/or flexible tubing into any junction box, electrical knockout box or any electrical outlet must have a non-conductive bushing on each end.

**WIRING DIAGRAMS**

Complete and legible field wiring diagrams, schematic straight-line diagrams, software mapping etc., shall be furnished to the owner, in triplicate, at the completion of the elevator modernization portion of the project. Schematic straight-line diagrams to include all field corrections and additions necessitated as a result of the final adjustment required for acceptance of completed units by the Owner or his representative. Wiring diagrams shall not be stamped as “property of” any elevator company.
SMOKE DETECTOR SYSTEM

The furnishing, installation and/or interface or subcontracting of the Elevator Smoke Detector System will be the responsibility of the elevator contractor. The elevator contractor will be responsible for all smoke system and fire recall requirements per code. All testing of the smoke detector recall system will be done after hours at no additional expense to the owner including inspector’s fees.

PAINTING

All existing machine room equipment including the machine room floor, shall receive one (1) field coat of industrial grade gloss enamel paint, prior to job completion. This shall include, the machine, controller, drive cabinets duct, conduit and/or any new equipment that does not have a fresh industrial grade, enamel finish. Paint colors will coordinate with each other. The Owner shall be responsible for the painting of machine room walls and ceilings at his discretion. Prior to any painting, all rust, oil, grease, etc. shall be removed. All reused equipment located in the hoist-ways, below the first landing and pits, will be included as part of the painting specifications.

CONTRACTOR’S RESPONSIBILITY

The installing firm shall make all acceptance tests and be responsible for the elevator(s) and the safe operation of such equipment during its construction and until it is accepted by the building owner or his legal agent. The Elevator Contractor shall comply with the Elevator Consultant’s report and the recommendations relative to all elevators referred to in the report. The elevator contractor shall provide, as part of this quotation, all installation permits, temporary permits and final certificates of operation.

CERTIFICATE OF COMPLIANCE

The operation of the subject elevator(s) being modernized, shall be unlawful by persons other than the installing contractor, until such equipment has been inspected, tested and a final or limited certificate of compliance has been issued by the jurisdictional code authority.

INSPECTIONS:

Upon completion of the work, the Elevator Contractor will furnish the Owner with such certificates of inspection and approval as are customarily issued for this class of work and required by the governing code authorities.

PARTS CATALOGS:

The Elevator Contractor will provide the owner with two (2) sets of parts catalogs for all equipment as finally furnished and installed.

TESTING: ALL ELEVATORS

The Owner will be employing an independent elevator consulting firm, National Elevator Consultants, Inc., or equal, as approved by the Architect/Owner, to observe and report on the tests hereinafter specified.
These tests shall be performed by the Elevator contractor, who will include the furnishing of all testing equipment, including test weights, at no additional charge. Each elevator turned over will be tested under the watchful eye of the consultant and all data derived will be supplied to the consultant.

All tests shall be of the “Performance” type, and not be construed as a substitute for safety tests required by the Local Governing Codes.

**TESTS**

1. The contract speed-v-actual “full load” speed shall not exceed 10% variance.
2. All automatic door operation timing devices shall be checked for industry standard conformance.
3. All control timing devices shall be checked for industry standard conformance.
4. Leveling and stopping accuracy, both full-load and no-load, shall be checked.
5. Acceleration and Deceleration, both full load and no load, shall be checked.
6. Workmanship and Equipment shall be checked to conformance.
7. All signal devices and equipment shall be checked to specification conformance.
8. If necessary, tests will be performed for electrical grounds and shorts including a “two meg-ohm or less” test to the pump motor rotor and stator.

**ACCEPTANCE/ PERFORMANCE GUARANTY**

Should the foregoing tests reveal any defects or poor workmanship, any variance or noncompliance to the requirements of the specified Codes and/or Ordinances, or any variance or noncompliance with the requirements of these Specifications, the following work and/or repairs shall be completed by the elevator Contractor at no expense to the Owner.

Contractor shall replace any equipment that does not meet code or Specification requirements.

Contractor will perform all work and furnish all materials necessary to complete the specified operation and/or performance.

Contractor will perform all retesting required by the Governing Code Authority and the Owner to verify the specified operation and/or performance at no additional cost to the owner.

Contractor shall reimburse the owner for any additional expenses incurred for re-inspection by the Elevator Consultant due to contractor’s non-conformance to the specifications not to exceed $3,000. per visit.

**INTERIM MAINTENANCE SERVICE UPON AWARD**

If requested, (before the start of modernization) the Elevator Contractor that is awarded the contract for modernization will provide maintenance at the regular maintenance price submitted upon award of contract.

**GUARANTEE AND FREE MAINTENANCE:**

All labor and materials furnished and installed in accordance with these plans and specifications (and performing under local, normal operating conditions) shall be guaranteed for a period of one (1) year from the date of final acceptance of the last unit of each group. The cost to correct
any defects covered under this guarantee, shall be the responsibility of the elevator contractor. At “no charge”, and as part of the base bid of the modernization contract, equipment related overtime callbacks and complete maintenance, as specified under the section “MAINTENANCE”, SHALL BE FURNISHED THROUGHOUT THE ONE (1) YEAR WARRANTY PERIOD.

Location: Baldwin Library Pass. Elevator

Date 8/15/16

EQUIPMENT PROFILE

HYDRAULIC ELEVATOR

A. GENERAL
   Elevator Identification: ....................State No. 20674
   Loading Classification: ...................Passenger
       Capacity: (Lbs.)..................2500
   Floors Served: ....................2 Front and 3 Rear Openings
       Rated speed: (fpm)..............75 f.p.m.

B. MACHINE ROOM
   Location: .....................................Remote @ Lowest Bldg. Level
   Type of Pump Unit......................Dry
   Installation Date:……………….1982
   Manufacturer: ......................Canton Elevator
   Valve(s) Type/Model:.................Maxton UC-3
   Pump Type/Model: .................Unknown
   Drive Motor/Horsepower: ..........20 H.P.
   Controller Type..........................Analog Relay
   Controller Manufacturer: .............Virginia
   Power Supply: .............................480 volts – 3 phase
   Muffler.. ......................................Yes
   To/Fro Line:  Solid     -     Piped:   Yes
   Selector Type: .............................Hoistway switches
   Sequence/Type of Operation: .....Simplex
   M.R. Access/Door: ......................”B” Rated
   Ventilation/Clearances: .............Vents
   Lighting/Fire Extinguisher: ......Non-Compliant
   Tank Heater:.........................None
   Oil Cooler: ..........................None
   M.R. Environment..............Vented
   Auto Lowering Device.....None
Starting Device…………….Wye/Delta Starter
Notes:__________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

No GFI outlets in the machine room.

EQUIPMENT PROFILE

C. **HOISTWAY**
Floors Served Front: .......................Two (2)
Floors Served Rear: .......................Three (3)
Door configuration: .......................Center Opening
Clear Opening: .........................42 inches
Tracks/Hanger types: ....................Applied
Safety Interlocks: .......................GAL
Self-Closing Devices: .....................Sill mounted closers
Guide Rails Car: .........................16#
Guides (Car): .........................Slide Guides
Landing/Leveling Devices: ............Hoistway
Hoist-way floor markings: B-BR-1F-1R-2R

D. **PIT**
Hydraulic Cylinder Install Date: ......1982
Hydraulic Jack Type: .....................Inground
Hydraulic Jack Diameter: ..............Unknown
Safeties: ..................................None
Access type: .........................Lunar Keys
Car Buffer(s): .........................Spring
Oil Recovery Type: .................Pit Bucket
Lighting: ..........................Non-Compliant
Safety Switch: .......................Yes
Bottom Car Light (Platform): ........None
Sump Hole: ..........................
Sump Pump: ..........................None
Sprinkler Head: .......................No

E. **CAB ENCLOSURE**
Car Door Panel: (Type)..............Metal Center Opening
Clear Opening: ......................42 inch
Door Protection...............................Infra-Red Detectors
Tracks/Hangers................................Applied
Power Door Operator......................GAL
Sill to Sill Clearance......................1”

EQUIPMENT PROFILE

Top of Car Station......................Yes
Work Lighting (Top).....................Yes

F.  FIXTURES/SIGNALS
Car Station: (Main).................One
Auxiliary Car Station.................None
Number of Push Button Risers: ......One (Front & Rear)
Push Button Type......................Manual Illuminated
Car Position Indicator...............Analog over car door
Car Direction Lantern Indicator.....In car door returns
Hall Lanterns...........................None
Lobby P.I. Panel..........................None
Security Controls (Remote)...........None
Access Key Switches...................None

G.  EMERGENCY SIGNALS/OPERATIONS
Fire Service:
  Phase I – Manual.................Yes
  Phase I – Automatic..............Yes
  Phase II Operation...............Yes
  Signals/Engraving..................No
  Smoke Sensors......................Yes
Emergency Power Provisions............None
Emergency Car Lighting..............Yes
Emergency Car Communication......Yes
Emergency Car Alarms...............Yes
Life Safety Provisions...............None

H.  KNOWN HISTORY
Original Equipment Manufacturer......Canton
Date of Original Installation...........1982
Date of Last Upgrading...............N/A
Modernization Contractor..............N/A
**HYDRAULIC MODERNIZATION – UPGRADE GUIDELINE**

<table>
<thead>
<tr>
<th>Coding:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N-New (upgrade)</td>
<td>A – Alternative (upgrade)</td>
</tr>
<tr>
<td>NR – New (direct replacement)</td>
<td>N/A – Not Applicable</td>
</tr>
<tr>
<td>R – Retain (preventive maintenance service)</td>
<td>N/E – No Evaluation Made</td>
</tr>
</tbody>
</table>

*Work described as “R&R (Retain and Refurbish) shall result in a product that has the appearance, condition and performance equivalent to that of a new product.*

**A. Machine Room/Secondary/Overhead:**

<table>
<thead>
<tr>
<th>Recommend</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>Install new submersed pumping</td>
</tr>
<tr>
<td>New</td>
<td>Pump to be an IMO positive</td>
</tr>
<tr>
<td>New</td>
<td>Pumping unit to include Maxton</td>
</tr>
<tr>
<td>New</td>
<td>As Needed.</td>
</tr>
<tr>
<td>New</td>
<td></td>
</tr>
<tr>
<td>New</td>
<td>Install new Motion Control Engineering – PHC control system with battery powered lowering and door operation (in the event of a power loss) (See further description)</td>
</tr>
<tr>
<td>New</td>
<td>Digital Signal Controls</td>
</tr>
<tr>
<td>New</td>
<td>Install new hoistway reader system</td>
</tr>
<tr>
<td>New</td>
<td>Mainline disconnect with auxiliary</td>
</tr>
</tbody>
</table>

Battery-Power Lowering

*If power fails, cars that are at a floor remain at that floor, cycle their doors, and shut down with the doors closed. Car that are between floors are lowered to a field programmable floor, cycle their doors, and shut down with the doors closed. Car that are below the field programmable floor are lowered to the next lower floor, cycle their doors, and shut down with the doors closed. System includes rechargeable battery and automatic recharging system.*

Page 27
Fire Controls: Elevator contractors to install a complete elevator fire recall system (per code) that includes the smoke detectors.

<table>
<thead>
<tr>
<th>Sequence of Operation Dispatch</th>
<th>New</th>
<th>Install new Simplex Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mach Rm. Lighting room lighting</td>
<td>New</td>
<td>Install new code approved machine</td>
</tr>
<tr>
<td>M.R. Access</td>
<td>Retain</td>
<td></td>
</tr>
<tr>
<td>Ventilation (H.V.A.C.)</td>
<td>New</td>
<td>Add air conditioning to meet controller manufacturer’s requirements.</td>
</tr>
<tr>
<td>Space conditions (General)</td>
<td>Retain</td>
<td></td>
</tr>
</tbody>
</table>

**B. Hoist-way and Pit**

<table>
<thead>
<tr>
<th>Recommend</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retain</td>
<td></td>
</tr>
<tr>
<td>Retain</td>
<td></td>
</tr>
<tr>
<td>New</td>
<td>Install new H/W or ELSCO car roller guides</td>
</tr>
<tr>
<td>New</td>
<td>Install new MCE Slow Down and Limit switches.</td>
</tr>
<tr>
<td>New</td>
<td>Install new MCE Landing and Leveling switches.</td>
</tr>
<tr>
<td>New</td>
<td>Install new auxiliary Safety Switches required by code.</td>
</tr>
<tr>
<td>R &amp; R</td>
<td>Clean and Paint.</td>
</tr>
<tr>
<td>New</td>
<td>Install new per the wiring specifications.</td>
</tr>
<tr>
<td>Electrical Traveling Cables</td>
<td>New</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Overhead Clearance</td>
<td>Retain</td>
</tr>
<tr>
<td>Shaft Clearance</td>
<td>Retain</td>
</tr>
<tr>
<td>Shaft Condition (windows, ledges, etc.)</td>
<td>R &amp; R</td>
</tr>
<tr>
<td>Pit Switch</td>
<td>New</td>
</tr>
<tr>
<td>Pit Access</td>
<td>Modify</td>
</tr>
<tr>
<td>Pit Depth</td>
<td>Retain</td>
</tr>
<tr>
<td>Pit Lighting</td>
<td>New</td>
</tr>
<tr>
<td>Hoist-way Ventilation</td>
<td>Modify</td>
</tr>
<tr>
<td>Pit Sump Pump</td>
<td>N/A</td>
</tr>
<tr>
<td>Pit Recovery Unit</td>
<td>New</td>
</tr>
<tr>
<td>Pit Dry</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**C. Hoist-way Door Equipment**

<table>
<thead>
<tr>
<th>Recommend</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrance Frames</td>
<td>Retain</td>
</tr>
<tr>
<td>Entrance Sills</td>
<td>Retain</td>
</tr>
<tr>
<td>Entrance Doors</td>
<td>Retain</td>
</tr>
<tr>
<td>Entrance top Track</td>
<td>Retain</td>
</tr>
<tr>
<td>Entrance Hardware</td>
<td>R &amp; R</td>
</tr>
</tbody>
</table>
### Entrance Interlocks  
New  
Install new GAL door interlocks.

<table>
<thead>
<tr>
<th>Entrance Closers</th>
<th>New</th>
</tr>
</thead>
</table>

---

### D. Car Equipment:

<table>
<thead>
<tr>
<th>Door Operator</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install new GAL-MOVFR closed loop door operator.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clutch Engaging Device</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install new GAL door clutch device with code approved door restriction.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Door Detection detection.</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Adams Gatekeeper infra-red door</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Door Panels</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stainless Steel #4</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Door Panel Top Track</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install new by GAL door track.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Door Panel Bottom Sill</th>
<th>Retain</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Car Enclosure</th>
<th>Retain</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Alternate #1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Car Ventilation</th>
<th>Retain</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Car Lighting (Interior)</th>
<th>Retain</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Top of Car Lighting top.</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install new OSHA approved lighting to car</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Car Top Inspection Station inspection station to top of car.</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install new OSHA approved car top</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Car Frame</th>
<th>R &amp; R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace any cracked/worn components or hardware.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Car Platform</th>
<th>R &amp; R</th>
</tr>
</thead>
</table>

---
### E. Operating Signal Fixtures

<table>
<thead>
<tr>
<th>Item</th>
<th>Recommend</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car Operating Station</td>
<td>New</td>
<td>Install new car operating panel to meet code and ADA compliance, utilizing LED illuminated signals</td>
</tr>
<tr>
<td>Car Position Indicator</td>
<td>New</td>
<td>Install new digital car position indicators in new car operating panel.</td>
</tr>
<tr>
<td>Car Direction Lantern</td>
<td>New</td>
<td>Install Code approved car direction lanterns in each car door jamb.</td>
</tr>
<tr>
<td>Lobby Position Indicator</td>
<td>New</td>
<td>Install new Digital hall position indicator @ Main Level.</td>
</tr>
<tr>
<td>Corridor Push Buttons</td>
<td>New</td>
<td>Install new hall push button at each landing with appendix “h” inscription.</td>
</tr>
<tr>
<td>Emergency Lighting</td>
<td>New</td>
<td>Install new emergency lighting in car operating panel.</td>
</tr>
<tr>
<td>Communication car panel</td>
<td>New</td>
<td>Install new ADA communication phone in car panel.</td>
</tr>
<tr>
<td>Handicap Provisions requirements.</td>
<td>New</td>
<td>Elevator to meet ADA and code</td>
</tr>
</tbody>
</table>

**ADDITIONAL WORK TO BE CONTRACTED BY ELEVATOR CONTRACTOR**

The following is a list of items that code requires in addition to the work by the Elevator Contractor. All machine room work must be performed under the supervision of a licensed elevator journeyman.

**Machine Room**

1. Provide environmental conditions capable of maintaining the elevator machine room temperature in a range between 65 degrees F. and 95 degrees F. at a height that is a minimum of 6’0” above the floor and 1’ 0” out from any part of the elevator controllers, drives and hoist machines. Relative humidity is not to exceed 95% non-condensing.

2. Provide a new code approved, Three Phase, Main Line Electrical
Disconnect for each elevator.

3. Provide a 4th wire earth bonding ground wire to each disconnect. Earth bonding ground shall sized greater than the largest feeder wire and shall connect directly to the disconnect and each machine room component using a “daisy chain” or “tree” layout.

4. Provide a new lockable single pole/single throw disconnect for car lighting and ventilation fire each elevator.

5. Provide an individual phone line for each elevator, to monitor emergency communications.

6. Provide GCFI receptacles to all outlets in the machine room.

7. Provide proper machine room lighting (prefer guarded fluorescent).

8. Provide ABC fire extinguisher mounted by machine room door.

9. Provide fire rated “B” labeled door to machine room with self closer, self locking device that cannot be left unlocked.

Hoist-way Work
All hoist-way work must be performed under the supervision of a licensed elevator journeyman.

1. Patch any existing holes in hoist-way walls.

2. Provide hoist-way venting per BOCA code.

3. Provide GCFI’s to all pit outlets.

4. Provide pit ladder for pits 36” deep or more.

INSTALLATION AND PRODUCT REQUIREMENTS

INSTALLATION:

CONTROL SYSTEM:

Manufacturer Reference: Motion Control Engineering – Model: IMC – PHC Simplex system with electronic soft start and auto lowering provision.

CODE COMPLIANCE
The elevator controller shall comply with all applicable elevator and electrical safety codes.
**ADA REQUIREMENTS**

The elevator controllers shall comply with Title III of the Americans with Disabilities Act (ADA).

Leveling Accuracy - The controller shall have a self-leveling feature that shall automatically bring the car to floor landings within a tolerance of .5” (12.7 mm) or better under all loading conditions up to the rated load.

In Car Lanterns - The controller shall have outputs to drive the visible and audible signals that are required for the car entrance to indicate which direction the car is traveling. Audible signals shall sound once for up, twice for down.

Car Position Indicators - The controller shall have a position indicator output to drive the required position indicator which shall indicate the corresponding floor numbers as the car passes or stops at a floor. An audible signal shall sound as the position indicator changes floors.

**ENVIRONMENTAL CONSIDERATIONS**

Ambient temperature: 65F degrees to 95F degrees  
Humidity: non-condensing up to 95%

**DIAGNOSTICS**

The control system shall provide comprehensive means of accessing the computer memory for elevator diagnostic purposes. It shall have permanent indicators for important elevator statuses as an integral part of the controller.

**INTENDED OPERATION OF CRITICAL COMPONENTS**

Failure of any single magnetically operated switch, contactor, or relay to release in the intended manner; the failure of any static control device, speed measuring circuit, or speed pattern generating circuit to operate as intended; the occurrence of a single accidental ground or short circuit shall not permit the car to start or run if any hoist-way door or gate interlock is unlocked or if any hoist-way door or car door or gate contact is not in the made position. Furthermore, while on car top inspection or hoist-way access operation, failure of any single magnetically operated switch, contactor or relay to release in the intended manner, failure of any static control device to operate as intended or the occurrence of a single accidental ground, shall not permit the car to move even with the hoist-way door locks and car door contacts in the closed or made position.

**STATUS INDICATORS**

Dedicated permanent status indicators shall be provided on the controller to indicate when the safety string is closed, when the door locks are closed, when the elevator is operating at high speed, when the elevator is on independent service, when the elevator is on Inspection/Access, when the elevator is on fire service, when the elevator out of service timer has elapsed, and when
the elevator has failed to successfully complete its intended movement. In addition, a means shall
be provided to display other special or error conditions that are detected by the microprocessor.

DOOR OPERATION

Door protection timers shall be provided for both the opening and closing directions, which will
protect the door motor and will help prevent the car from getting stuck at a landing. The door
open protection timer shall cease attempting to open the door after a predetermined time in the
event that the doors are prevented from reaching the open position. In the event that the door
closing attempt fails to make up the door locks after a predetermined time, the door close
protection timer shall reopen the doors for a short time. If, after a predetermined number of
attempts, the doors cannot successfully be closed, the doors shall be opened and the car removed
from service.

A minimum of four different door standing open times shall be provided. A car call time value
shall predominate when only a car call is canceled. A hall call time value shall predominate
whenever a hall call is canceled. In the event of a door reopen caused by the safety edge, photo
eye, etc., a separate short door time value shall predominate. A separate door standing open time
shall be available for lobby return.

CAR AND HALL CALL REGISTRATION

Car and hall call registration and lamp acknowledgment shall be by means of a single wire per
call, in addition to the ground and the power bus. Systems that register the call with one wire,
and light the call acknowledgment lamp with a separate wire are not acceptable.

FIRE SERVICE OPERATION

Fire Phase I emergency recall operation, alternate level Phase I emergency recall operation and
Phase II emergency in-car operation shall be provided according to applicable local codes.

LEVELING

The car shall be equipped with two-way leveling to automatically bring the car level at any
landing, within the required range of leveling accuracy, with any load up to full load.

TEST SWITCH

A controller test switch shall be provided. In the test position, this switch shall allow independent
operation of the elevator with the door open function deactivated for purposes of adjustment or
testing the elevator. The elevator shall not respond to hall calls and shall not interfere with any
other car in a duplex or group installation.

RELAY PANEL INSPECTION

A relay panel inspection switch and an up/down switch shall be provided in the controller to
place the elevator on inspection operation and allow the user to move the car in the hoist-way.
The car top inspection switch shall render the relay panel inspection switch inoperative.
UNCANCELED CALL BYPASS

A timer shall be provided to limit the amount of time a car is held at a floor due to a defective hall call or car call, including stuck pushbuttons. Call demand at another floor shall cause the car, after a predetermined time, to ignore the defective call and continue to provide service in the building.

ON-BOARD DIAGNOSTICS

The microprocessor boards shall be equipped with on-board diagnostics for ease of troubleshooting and field programmability of specific control variables. Field changes shall be stored permanently, using non-volatile memory. The microprocessor board shall provide the features listed below.

On-board diagnostic switches and an alphanumeric display shall provide user-friendly interaction between the mechanic and the controller.

On-board real time clock shall display the time and date and is adjustable by means of on-board switches.

Field programmability of specific timer values (i.e., door times, shutdown times, etc.) may be viewed and/or altered through use of the on-board switches and pushbuttons.

GENERAL SPECIFICATIONS

The elevator shall not require the functioning or presence of the microprocessor to operate on car top inspection or hoist-way access operation (if provided) to provide a reliable means of moving the car if the microprocessor fails.

A motor limit timer function shall be provided which, in case of the pump motor being energized longer than a predetermined time, shall cause the car to descend to the lowest landing and park, open the doors automatically and then close them. Car calls shall be canceled and the car taken out of service automatically. Operation may be restored by cycling the main line disconnect switch or putting the car on access or inspection operation. Door reopening devices shall remain operative.

A valve limit timer shall be provided which shall automatically cut off current to the down valve solenoids if they have been energized longer than a predetermined time. The car calls shall then be canceled and the car taken out of service automatically. Operation may be restored by cycling the main line disconnect switch or putting the car on access or inspection operation. Door reopening devices shall remain operative.

A selector switch shall be provided on the controller to select high or low speed during access or inspection operation as long as contract speed does not exceed 150 feet per minute.

BATTERY LOWERING/DOOR OPENING DEVICE

In the event of the failure of the primary power supply, the hydraulic controller will be equipped with a battery lowering device pre-wired, pre-tested and integrated into the standard enclosure. The device will incorporate the ability to open the doors after it has been lowered to the lowest landing.
SPECIFICS: PROGRAMMABLE LOGIC

All available programming options or parameters shall be field programmable, without need for any external device or knowledge of any programming languages. Programmable options and parameters shall be stored in nonvolatile memory. As a minimum, there shall be a 32-character alphanumeric display used for programming and diagnostics. Programmable parameters and options shall include, but are not limited to, the following:
Number of Stops/Openings Served (Each Car)
Duplex
Floor Encoding (Absolute PI)
Digital Position Indicator
Programmable Door Times
Programmable Motor Limit Timer
External Car Shutdown Input (e.g., battery lowering device)
External Low Oil Sensor Input
External Viscosity Control Input
Parking Floors
Hall or Car Gong Selection

NEW FIXTURES AND OPERATING PANELS:

All new fixtures specified will be of #4 brushed Stainless Steel and will be surface mounted.

New Car Operating Panel(s) will incorporate swing panels, 3 position keyed fan switches, keyed emergency light test switch, L.E.D. position indicators and direction arrows, independent service key switch, door open, door close buttons, fire call cancel button, SES 2 switch, plus all A.D.A. compliant requirements.

The “hands free” ADA phone button will be centered at the bottom of the car operating panel and will have a one row space between any buttons located above or below. There shall not be any other buttons located in the same row.

New Car Operating Panel(s) will incorporate swing panels, 3 position keyed fan switches, keyed emergency light test switch, L.E.D. position indicators and direction arrows, independent service key switch, door open, door close buttons, fire call cancel button, SES 2 switch, plus all A.D.A. compliant requirements.
The “hands free” ADA phone button will be centered at the bottom of the car operating panel and will have a one row space between any buttons located above. There shall not be any other buttons located in the same row.

CAR DIRECTION LANTERNS

Car direction lanterns will be vandal resistant design with L.E.D. Illumination.

FIXTURE FASTENINGS:

New fixtures shall be fastened with tamper-resistant screws.
HALL BUTTON CHANGEOVER:

The existing hall button riser(s) will be changed with no disruption to service. Hall buttons will continuously operate in a selective collective mode during the modernization of the first elevator in the group and the second elevator in the group. If it is required to change buttons during “after hours” operation, an arrangement will be made to perform this operation without additional cost to the customer. All landing pushbutton cover-plates will be “surface mounted”.

NEW CAR DOOR OPERATORS/HARDWARE:
Install new MOV – FR door operators of the “closed loop” design, by G.A.L. Furnish and install new car door tracks, hangars, clutches and door gibs.

HOISTWAY DOOR LOCKS

Install all new G.A.L hoist-way door locks.

LOBBY POSITION INDICATORS:
Install new lobby position indicator.

NEW SIGNAL ILLUMINATION:

All signal displays shall be LED.

CAR ENCLOSURE: (Alternate #1) Standard down light ceiling with plastic laminate removable panels, new stainless steel #4 bar handrails on side walls, stainless steel #4 front returns, headers, and base.

MODERNIZATION - ADDITIONAL WORK ATTACHMENT

Billing Rates: (Premium Time will be the difference between Straight Time and Overtime or Double Time without fringe benefits included)

Straight Time:

Mechanic Billing Rate: $___________

Helper Billing Rate: $___________

Team Billing Rate: $___________

Normal Overtime: $___________

Normal Overtime Portion: $___________
Helper Billing Rate: $___________ $___________
Team Billing Rate: $___________ $___________

**Double Overtime:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic Billing Rate</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>Helper Billing Rate</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>Team Billing Rate</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

**Double Overtime Portion:**

NATIONAL ELEVATOR CONSULTANTS, INC. SPECIFICATIONS

The information and data contained herein is the sole proprietary property of National Elevator Consultants, Inc. and the Owner. Any reproduction, modification and/or use is strictly prohibited without the expressed written consent of an officer of National Elevator Consultants, Inc. and the Owner.
ATTACHMENT A - AGREEMENT

For Baldwin Public Library Passenger Elevator Renovation

This AGREEMENT, made this _______ day of ____________, 2016, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and ___________, having its principal office _________________________ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to renovate an existing passenger elevator at the Baldwin Public Library in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate of the existing Passenger Elevator to the Baldwin Public Library, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate the Passenger Elevator at the Baldwin Public Library.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate the Passenger Elevator at the Baldwin Public Library, and the Contractor’s cost proposal dated __________ shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed __________, as set forth in the Contractor’s__________, 2016 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. **Proof of Insurance Coverage:** Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
   1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
   2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
   3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
   5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

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

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

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

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

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

   City of Birmingham  CONTRACTOR
   Attn: Carlos Jorge
   151 Martin Street
   Birmingham, MI 48009
   248.530.1882

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

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

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

WITNESSES:  

CONTRACTOR,

By: ____________________________

Its:

CITY OF BIRMINGHAM

By: ____________________________

Mark Nikita
Its: Mayor

Laura Pierce
Its: City Clerk

Approved:

Carlos Jorge, Maintenance Supervisor  
(Approved as to substance)

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

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

Joseph A. Valentine, City Manager  
(Approved as to substance)
ATTACHMENT B - BIDDER’S AGREEMENT

For Baldwin Public Library Passenger Elevator Renovation

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
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. 6)*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials &amp; Equipment</td>
<td>$</td>
</tr>
<tr>
<td>Labor</td>
<td>$</td>
</tr>
<tr>
<td>Miscellaneous (Attach Detailed Description)</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL BID AMOUNT</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>ADDITIONAL BID ITEMS</strong></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>GRANDTOTAL AMOUNT</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

Firm Name______________________________________________________________

Authorized signature__________________________________________ Date________________
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 Baldwin Public Library Passenger Elevator Renovation

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.

Leo P. Williams
PREPARED BY (Print Name)

NOV 29, 2016
DATE

MODERNIZATION Sales Rep
TITLE

Leo Williams@thyssenkrupp.com
AUTHORIZED SIGNATURE
E-MAIL ADDRESS

thyssenkrupp Elevator Corp.
COMPANY

95432 Industrial, Livonia MI 48150 734-674-3630
ADDRESS
PHONE

thyssenkrupp Elevator Corp. 844-427-5261
NAME OF PARENT COMPANY
PHONE

11605 Haynes Bridge Rd Suite 650, Alpharetta GA. 30009
ADDRESS
ATTACHMENT C - COST PROPOSAL
For Baldwin Public Library Passenger Elevator Renovation

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. 6)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials &amp; Equipment</td>
<td>$48,193.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$82,633.00</td>
</tr>
<tr>
<td>Miscellaneous (Attach Detailed Description)</td>
<td>$31,041.00</td>
</tr>
<tr>
<td>Work by Other Trades</td>
<td>$31,041.00</td>
</tr>
<tr>
<td>TOTAL BID AMOUNT</td>
<td>$162,767.00</td>
</tr>
</tbody>
</table>

**ADDITIONAL BID ITEMS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Doors</td>
<td>$18,290.00</td>
</tr>
<tr>
<td>New Cab Enclosure</td>
<td>$25,760.00</td>
</tr>
<tr>
<td>GRANDTOTAL AMOUNT</td>
<td>$206,817.00</td>
</tr>
</tbody>
</table>

Firm Name: [ThyssenKrupp Elevator Corp.]

Authorized signature: [Signature]

Date: Nov, 29, 16
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.

Leo P. Williams

PREPARED BY
(Date)

MODERNIZATION SALES REP

TITe

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

NAME OF PARENT COMPANY

ADDRESS

TAXPAYER I.D.#
ATTACHMENT A - AGREEMENT

For Baldwin Public Library Passenger Elevator Renovation

This AGREEMENT, made this ______ day of __________, 2017, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Thyssenkrupp Elevator Corporation., having its principal office 35432 Industrial, Livonia, MI 48150 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to renovate an existing passenger elevator at the Baldwin Public Library in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate of the existing Passenger Elevator to the Baldwin Public Library, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate the Passenger Elevator at the Baldwin Public Library.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate the Passenger Elevator at the Baldwin Public Library, and the Contractor's cost proposal dated November 29, 2016 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $ 162,767.00, as set forth in the Contractor's November 29, 2016 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

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

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

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

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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

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

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

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

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

   D. **Additional Insured**: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
E. **Professional Liability**: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage. (If applicable)

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

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

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

I. **Proof of Insurance Coverage**: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
   1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
   2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
   3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
   5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

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

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

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

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

City of Birmingham
Attn: Carlos Jorge
151 Martin Street
Birmingham, MI 48009
248.530.1882

Thyssenkrupp Elevator Corp.
Attn: Leo P. Williams
35432 Industrial
Livonia, MI 48150
734.674.3630

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

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

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

WITNESSES:

Thyssenkrupp Elevator Corp.,

By: 

Robbie Eirod
Contract Analyst

Leo P. Williams
Its: Modernization Sales rep.

CITY OF BIRMINGHAM

By: 

Mark Nikita
Its: Mayor

By: 

Cheryl Arft
Its: Acting City Clerk

Approved:

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

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

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

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

Attached Amendment No. 1
is made part of this Agreement
AMENDMENT NO. 1

This amendment shall be made part of this Agreement. In the event of conflict with other articles, terms, conditions, or contract documents, this Amendment No. 1 shall be final.

AGREEMENT, Article 12(D): Amend so the additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by ThyssenKrupp Elevator’s acts, actions, omissions or neglects and not to the extent caused by the additional insured’s own acts, actions, omissions, or neglects or for bare allegations.

AGREEMENT, Article 12(E): Amend so Contractor will not be required to carry Professional Liability coverage.

AGREEMENT, Article 12(F): Amend so Contractor will not be required to carry Pollution Liability coverage.

AGREEMENT, Article 12(G): Amend to delete in its entirety. Contractor cannot provide an Owners Contractors Protective Liability Policy in addition to the Additional Insured requirement listed in Article 12(D).

AGREEMENT, Article 12(I.5): Amend so Contractor will not be required to provide certified copies of insurance policies.

AGREEMENT, Article 13: Amend so indemnity and hold harmless is limited to Contractor’s acts and actions and in no way to include the acts, actions, omissions or neglects of a party indemnified hereunder.

REQUEST FOR PROPOSAL, Project Timeline: Amend so the date the work will begin is subject to change from April 1, 2017. Subcontractor shall automatically receive an extension of time commensurate with any delay not solely caused by Contractor.

Carlos Jorge

THYSSENKRUPP ELEVATOR CORPORATION

CITY OF BIRMINGHAM

RE 16-17
DATE: January 17, 2017
TO: Joseph A. Valentine, City Manager
FROM: Cheryl Arft, Acting City Clerk
SUBJECT: Special Event Application

Michigan Parkinson Foundation (MPF)

Attached is a special event application submitted by the Michigan Parkinson Foundation requesting permission to hold “I Gave My Sole for Parkinson’s” walkathon, on Saturday, May 20, 2017. The event will begin and end at the Seaholm High School football field. The walkers will utilize the neighborhood sidewalks around Seaholm. The event begins at 9:00 AM and ends at 12:30 PM. Set-up for the event is Friday, May 19th between 6:00 PM and 8:00 PM, with tear-down on Saturday, May 20th between 1:00 PM and 2:00 PM.

The application has been circulated to the affected departments and approvals and comments have been noted.

The following events are planned to be held in May and do not pose a conflict with the proposed event.

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Date</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farmers Market</td>
<td>Sundays</td>
<td>Lot 6</td>
</tr>
<tr>
<td>Art Birmingham</td>
<td>May 13-14</td>
<td>Shain Park</td>
</tr>
<tr>
<td>Birmingham Ice Show</td>
<td>May 20</td>
<td>Ice Arena</td>
</tr>
<tr>
<td>Hometown Parade</td>
<td>May 21</td>
<td>Downtown area</td>
</tr>
</tbody>
</table>

SUGGESTED RESOLUTION:
To approve a request submitted by the Michigan Parkinson's Foundation requesting permission to hold “I Gave My Sole for Parkinson’s”, a 5K walkathon, on Saturday, May 20, 2017, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
I. EVENT DETAILS
- Incomplete applications will not be accepted.
- Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event

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

(Please print clearly or type)
Date of Application 12/01/2016

Name of Event "I Have My Sole for Parkinson's" Walkathon

Detailed Description of Event (attach additional sheet if necessary) Walkathon (5K) through area north of Seaholm HS (see attached map). Family event attended by all ages to raise money for services and programs provided by Michigan Parkinson Foundation for people affected by Parkinson's disease and their families.

Location Seaholm HS - Football Field

Date(s) of Event Sat, May 20, 2017 Hours of Event 9:00 AM - 1:00 PM
Date(s) of Set-up Fri, May 19, 2017 Hours of Set-up 6:00 - 8:00 PM
Date(s) of Tear-down Sat, May 20, 2017 Hours of Tear-down 1:00 - 2:00 PM

Organization Sponsoring Event Michigan Parkinson Foundation (MPF)
Organization Address 30400 Telford Rd, Suite 150, Bingham Farms, MI 48025
Organization Phone 248-433-1011
Contact Person Diane KRAFT
Contact Phone 248-433-1011
Contact Email programs@parkinsonsmi.org
II. EVENT INFORMATION

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

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
   (See attached)

3. Is the event a fundraiser? YES NO
   List beneficiary: Michigan Parkinson Foundation
   List expected income: $100,000
   Attach information about the beneficiary.
   (See attached)

4. First time event in Birmingham? YES NO
   If no, describe:

5. Total number of people expected to attend per day: 400-500

6. The event will be held on the following City property: (Please list)
   □ Street(s)
   □ Sidewalk(s) (See attached map. Entire route on sidewalks)
   □ Park(s)

7. Will street closures be required? YES NO

8. What parking arrangements will be necessary to accommodate attendance? Seaholm HS parking lots
9. Will staff be provided to assist with safety, security and maintenance? **YES**  **NO**
   Describe: MPF Staff, Committee Members, and Volunteers

10. Will the event require safety personnel (police, fire, paramedics)? **YES**  **NO**
    Describe: Only in case of emergency

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

12. Will music be provided? **YES**  **NO**
    Live  Amplification  Recorded  Loudspeakers
    Time music will begin  **9:30 am**
    Time music will end  **11:30 am**
    Location of live band, DJ, loudspeakers, equipment must be shown on the layout map. (attached)

13. Will there be signage in the area of the event? **YES**  **NO**
    Number of signs/banners  **12** on wall route, **2** banners on school property
    Size of signs/banners  **18x24" signs**, **6' banners**
    Submit a photo/drawing of the sign(s). A sign permit is required.

14. Will food/beverages/merchandise be sold? **YES**  **NO**
    - Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
    - All food/beverage vendors must have Oakland County Health Department approval.
    - Attach copy of Health Dept approval.
    - There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.
<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>GOODS TO BE SOLD</th>
<th>WATER HOOK-UP REQUIRED?</th>
<th>ELECTRIC REQUIRED?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>m/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
III. **EVENT LAYOUT**

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

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

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>QUANTITY</th>
<th>COST</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Picnic Tables</td>
<td>6 for $200.00</td>
<td></td>
<td>A request for more than six tables will be evaluated based on availability.</td>
</tr>
<tr>
<td>Trash Receptacles</td>
<td>$4.00 each</td>
<td>$200.00 per day</td>
<td>Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.</td>
</tr>
<tr>
<td>Dumpsters</td>
<td>$200.00 per day</td>
<td></td>
<td>Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.</td>
</tr>
<tr>
<td>Utilities (electric)</td>
<td># of vendors requiring utilities</td>
<td>Varies</td>
<td>Charges according to final requirements of event.</td>
</tr>
<tr>
<td>Water/Fire Hydrant</td>
<td></td>
<td>Contact the Fire Department.</td>
<td>Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.</td>
</tr>
<tr>
<td>Audio System</td>
<td>$200.00 per day</td>
<td></td>
<td>Must meet with City representative.</td>
</tr>
<tr>
<td>Meter Bags / Traffic Cones / Barricades</td>
<td># to be determined by the Police Department.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Will the following be constructed or located in the area of the event? **YES** **NO** *(show location of each on map)*

**NOTE:** Stakes are not allowed.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>QUANTITY</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)</td>
<td><strong>10 TENTS</strong></td>
<td><strong>10' x 10'</strong></td>
</tr>
<tr>
<td>Portable Toilets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rides</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Displays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Structure (must attach a photo)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (describe)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME    "I Have My Sall for Parkinson's" Walkathon
EVENT DATE    Saturday, May 20, 2017

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

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

[Signature]  [Date]

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

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

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

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

- If street closures are necessary, a map must be included with the letter to the affected property/business owners.
II. EVENT INFORMATION

Question 2 - Additional Sponsors
Event Sponsors (Sponsorship Levels TBD):

AbbVie Pharmaceutical
2785 Long Meadow Lane
Rochester Hills, MI 48307
Sarah Kruger

Lundbeck
37824 N. Laurel Dr.
Livonia, MI 48152
Ken Juroff

US World Meds, LLC
4441 Springdale Rd.
Louisville, KY 40241
John Gallucci

Medtronic
3600 Consear Rd.
Lambertville, MI 48144-9317
Steve Atkins

St. John Providence Health System
Centers of Excellence Mktg
18000 W. Nine Mile Rd., Suite 1220
Southfield, MI 48075-3728
Theresa Vigiano

Henry Ford Health System
Department of Neurology
6777 W. Maple
West Bloomfield, MI 48322
Julia Wall / Cynthia Lang

U of M
STIM Program
3552 Taubman Center SPC 5338
Ann Arbor, MI 48109-5338
Laura Zeitlin
Question 3 - Additional Information about Michigan Parkinson Foundation:

Over the years, the Michigan Parkinson Foundation has attempted to keep pace with the needs of people with Parkinson's, their families and health professionals. Through a strategic planning process, the following have been developed as guiding principles:

Our Mission:
- To educate and provide support to people with Parkinson's and related disorders, their loved ones and care partners, and the physicians and other allied health professionals who diagnose and treat those affected by the illness.
- To support research into the mechanisms underlying the disease and therapeutic strategies aimed at reducing the burden of illness.
- To engage and enlist the support of institutions and individuals whose activities impact the needs of people with Parkinson's and related disorders.

Our Vision:
MPF will be the premier education and support organization in Michigan for people with PD, their care partners, and the physicians and allied health professionals that diagnose and treat PD patients.

*Every person with Parkinson's and related disorders shall receive responsive compassionate quality care and support.*

Our Goal:
No person with Parkinson's should be without responsive, quality care and support.

Event Organizer: Michigan Parkinson Foundation
30400 Telegraph Rd., Suite 150
Bingham Farms, MI 48025
248-433-1011
EVENT INFORMATION:

Name of Event: “I Gave My Sole for Parkinson’s” Walkathon
Location: Seaholm High School
Date of Event: Saturday, May 20, 2017  Hours of Event: 9:00 am – 12:30 pm

5K Walk Route

Walk begins on Seaholm High School property at the corner of Midvale Street and Cranbrook.
- East on Midvale St. to Larchlea Dr.
- North on Larchlea Drive to W. Maple Rd.
- East on W. Maple Rd. to Lake Park Drive
- North on Lake Park Drive to Pine Street
- West on Pine Street to N. Glenhurst Dr.
- South of N. Glenhurst Dr. to W. Maple Rd.
- West on W. Maple Rd. to S. Cranbrook Rd.
- South on S. Cranbrook Rd. to Seaholm High School

Total Route is 3.04 Miles

Event Organizer: Michigan Parkinson Foundation
30400 Telegraph Rd., Suite 150
Bingham Farms, MI 48025
248-433-1011
I Gave My Sole for Parkinson's Walks (3) in 2017

<table>
<thead>
<tr>
<th>2017 I Gave My Sole for Parkinson's Walk Sites</th>
<th>Month</th>
<th>2017 Budgeted Revenue</th>
<th>2017 Budgeted Expenses</th>
<th>2017 NET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metro Detroit (Birmingham)</td>
<td>Saturday, May 20</td>
<td>$130,000</td>
<td>13,000</td>
<td>$117,000</td>
</tr>
<tr>
<td>Lansing</td>
<td>Saturday October 7</td>
<td>$35,000</td>
<td>4,000</td>
<td>$31,000</td>
</tr>
<tr>
<td>Kalamazoo</td>
<td>Saturday October 14</td>
<td>$22,000</td>
<td>4,000</td>
<td>$18,000</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td><strong>$187,000</strong></td>
<td><strong>21,000</strong></td>
<td><strong>166,000</strong></td>
</tr>
</tbody>
</table>

International Movement Disorder Congress, Vancouver June 4 – 8, 2017

MOON RIVER CRUISE - Yacht Event
Thursday August 24, 2017, confirmed date, have contract
Primary Responsibility: Mary Sue

GRAND CHALLENGES IN PARKINSON'S Van Andel Institute & MPF
September 27, 28, 29, 2017, Grand Rapids
MPF will provide the Patient education tract on Friday Sept. 29 at the Van Andel Institute.
Responsibility: Mary Sue

A NIGHT OF A THOUSAND STARS (dinner, cash bar, raffle, no silent auction) - Break even event
November (early) 2017 (tentative)
Mary Sue Lanigan

ANNUAL APPEAL: Hard copy appeal through the mail
November 2017
Mary Sue Lanigan

In addition to the public education programs, the MPF will continue to deliver the following constituent Services:

MESSENGER (3 issues a year): a printed newsletter featuring updates on treatment and research regarding Parkinson's disease, upcoming MPF programs, support group highlights
Responsibility: Mary Sue Lanigan
groups and assists in recruiting speakers; attends meetings; ensures compliance with MPF policies

ADULT DAY CARE PROGRAM: CEO evaluates need and qualification for respite care.

MEDICATION ASSISTANCE GRANT PROGRAM: CEO evaluates need and qualification for

WEBSITE www.parkinsonsmi.org
Michigan Parkinson Foundation Walkathon
Seaholm High School – Saturday, May 20, 2017

Stage Area for Speakers / Music

Sponsor Display Area (10 Tents)
HOLD-HARMLESS AGREEMENT

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

Mary Sue Lanihan, CEO
Michigan Parkinson Foundation

Dedicated to People Living with Parkinson’s
30400 Telegraph Road • Suite 150 • Bingham Farms, MI 48025
248.433.1011 • Fax: 248.433.1150 • 800.852.9781 • www.parkinsonsmi.org
January 4, 2017

Dear Friends,

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

EVENT INFORMATION:

Name of Event: “I Gave My Sole for Parkinson’s” Walkathon
Location: Seaholm High School
Date of Event: Saturday, May 20, 2017
Hours of Event: 9:00 am – 12:30 pm

Brief Description: Michigan Parkinson Foundation will be holding a Fundraiser at Seaholm High School which will consist of a 5K Walkathon through the area north of the school. This is a family event open to all ages. Monies raised will be used to fund services and special programs provided by Michigan Parkinson Foundation for people affected by Parkinson’s disease and their families.

Date of Set-up: Friday, May 19, 2017 at Seaholm High School Field Area from 6:00 pm – 8:00 pm
Date of Tear-down: Saturday, May 20, 2017 from 1:00 pm – 2:00 pm

Date of City Commission Meeting: Monday, January 23, 2017 at 7:30 pm.

The City Commission meets in Room 205 of the Municipal Building at 151 Martin at 7:30 pm. A complete copy of the application to hold this special event is available for your review at the City Clerk’s Office (248) 530-1880. Log on to www.bhamgov.org/events for a complete list of special events.

Event Organizer: Michigan Parkinson Foundation
30400 Telegraph Rd., Suite 150
Bingham Farms, MI 48025
248-433-1011

A map showing Walkathon Route is attached.
Michigan Parkinson Foundation Walk Route

Saturday May 20, 2017
EVENT INFORMATION:

Name of Event: “I Gave My Sole for Parkinson’s” Walkathon
Location: Seaholm High School
Date of Event: Saturday, May 20, 2017
Hours of Event: 9:00 am – 12:30 pm

5K Walk Route

Walk begins on Seaholm High School property at the corner of Midvale Street and Cranbrook.
- East on Midvale St. to Larchlea Dr.
- North on Larchlea Drive to W. Maple Rd.
- East on W. Maple Rd. to Lake Park Drive
- North on Lake Park Drive to Pine Street
- West on Pine Street to N. Glenhurst Dr.
- South of N. Glenhurst Dr. to W. Maple Rd.
- West on W. Maple Rd. to S. Cranbrook Rd.
- South on S. Cranbrook Rd. to Seaholm High School

Total Route is 3.04 Miles

Event Organizer: Michigan Parkinson Foundation
30400 Telegraph Rd., Suite 150
Bingham Farms, MI 48025
248-433-1011
December 1, 2016

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

Dear Cheryl;

Enclosed please find our completed application, required documentation and check in the amount of $200 for the application fee for our request to hold “I Gave My Sole for Parkinson’s” Walkathon in the City of Birmingham. We have received tentative approval from Birmingham Public Schools to hold the event at Seaholm High School – pending approval from the City of Birmingham.

Michigan Parkinson Foundation has been holding this event for 14 years in the Detroit Metro area, and we are excited at the possibility of moving it to Birmingham. This fundraiser is instrumental in helping us raise the monies needed to continue our education and special programs that benefit those with Parkinson’s disease.

We are thankful for your consideration. Please contact me if any additional information is needed.

Sincerely,

Diane Kraft
Program Director

Dedicated to People Living with Parkinson’s
30400 Telegraph Road • Suite 150 • Bingham Farms, MI 48025
248.433.1011 • Fax: 248.433.1150 • 800.852.9781 • www.parkinsons.mi.org
**DEPARTMENT APPROVALS**

**EVENT NAME:** I GAVE MY SOLE FOR PARKINSON’S 5K WALK

**LICENSE NUMBER:** #17-00010797

**COMMISSION HEARING DATE:** JANUARY 23, 2017

**DATE OF EVENT:** MAY 20, 2017

**NOTE TO STAFF:** Please submit approval by JANUARY 6, 2017

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>APPROVED</th>
<th>COMMENTS</th>
<th>PERMITS REQUIRED</th>
<th>ESTIMATED COSTS</th>
<th>ACTUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING</td>
<td>SW</td>
<td>No building department involvement</td>
<td>None</td>
<td>ESTIMATED (Must be obtained directly from individual departments)</td>
<td>$0</td>
</tr>
<tr>
<td>FIRE</td>
<td>JMC</td>
<td>Special Event Tents or Canopies 1. No Smoking in any tents or canopy. Signs to be posted. 2. All tents and Canopies must be flame resistant with certificate on site. 3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. 4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed. 5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal. 6. Pre-event site inspection required. 7. All food vendors are required to have an approved 5lbs. multi-</td>
<td></td>
<td>$35</td>
<td></td>
</tr>
</tbody>
</table>
8. Provide protective barriers between hot surfaces and the public.
9. Cords, hoses, etc. shall be matted to prevent trip hazards.
10. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.
11. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.

<table>
<thead>
<tr>
<th>POLICE</th>
<th>SG</th>
<th>On duty personnel to provide extra patrol. All participants must remain on the sidewalk and obey all traffic laws. Walkers must cross Maple only where traffic lights and pedestrian signals are present.</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC SERVICES</td>
<td>Carrie Laird</td>
<td>To cover for trash clean up and trash receptacles if needed.</td>
<td>$50</td>
</tr>
<tr>
<td>ENGINEERING</td>
<td>A.F.</td>
<td>Approved</td>
<td>None</td>
</tr>
<tr>
<td>INSURANCE</td>
<td></td>
<td>Needs updated COI</td>
<td>None</td>
</tr>
<tr>
<td>CLERK</td>
<td></td>
<td>Notification letters mailed by applicant on 1/4/17. Notification addresses on file in the Clerk’s Office. Evidence of required insurance must be on file with the Clerk’s Office no later than 5/5/17. Applications for vendors license must be submitted no later than 5/5/17.</td>
<td>$200 (pd)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$85.00</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
</tbody>
</table>

**FOR CLERK'S OFFICE USE**

- Deposit paid ____________
- Actual Cost ____________
- Due/Refund ____________

Rev. 1/17/17
h:\shared\special events\- general information\approval page.doc
DATE: January 12, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Police Chief

SUBJECT: No Parking Yellow Curb

During a recent review of all parking ordinances in conjunction with the City’s new policies regarding disabled parking, it was determined that the no parking at yellow curb was in need of updating.

Currently, the City relies on Section 110-56 to address yellow curb violations. Under this section, parking is restricted within a specified distance from an intersection, crosswalk and traffic signal. These restrictions would have covered most yellow curb violations. However, there are times when the City has elected to lengthen a yellow curb to improve a sight line distance or extend a yellow curb to improve safety.

Therefore, the police department requests that the City Commission adopt a new ordinance, Section 110-143, that would prohibit parking at yellow curbs. The City Attorney has looked at the new the ordinance and is in agreement with the police department.

SUGGESTED ACTION:

To approve the adoption of Section 110-143. “No Parking at Yellow Curbs.”
AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 110 TRANSPORTATION SYSTEMS, ARTICLE II, MULTI-MODAL TRANSPORTATION BOARD, TO ADD SECTION 110-143 NO PARKING AT YELLOW CURB.

THE CITY OF BIRMINGHAM ORDAINS:
Part II of the City Code, Chapter 110 Transportation Systems, Article II. Multi-Modal Transportation Board shall be amended to add Section 110-143 No Parking at Yellow Curb, as follows:

Sec. 110-143. No Parking at Yellow Curb

No person shall park at any yellow curb. A yellow curb shall mean no stopping, standing or parking for any purpose other than the loading or unloading of passengers provided that the loading or unloading of passengers shall not last more than 3 minutes.

All other Sections of Chapter 110 Transportation Systems shall remain unaffected.

Ordained this _____ day of __________________, 2017. Effective upon publication.

______________________________
Mark Nickita, Mayor

______________________________
Cheryl Arft, Acting City Clerk

I, Cheryl Arft, 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 __________________, 2017 and that a summary was published __________________, 2017.

______________________________
Cheryl Arft, Acting City Clerk
STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18151


- The information below describes how a person may participate in this case.

- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.

- A public hearing will be held:

  DATE/TIME: Thursday, February 2, 2017, at 10:00 a.m.
  This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

  BEFORE: Administrative Law Judge Suzanne Sonneborn

  LOCATION: Michigan Public Service Commission
  7109 West Saginaw Highway
  Lansing, Michigan

  PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company’s (Consumers Energy) December 29, 2016 application, which seeks Commission’s approval to: 1) review the GCR Plan described in the Company’s prefilled testimony and exhibits and approve that plan; 2) authorize monthly GCR factors for the period April 2017 through March 2018 consisting of the sum of a base factor of $3.4582 per Mcf, plus, additional amounts contingent upon future events, determined using the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism, as set forth in the Company’s filing, or such higher factors as may be lawful and reasonable; 3) review Consumers Energy’s plans and projections through March 2022, find that the five-year plan is reasonable and prudent, and indicate that, on the basis of present evidence, there are no cost items which the Commission would be unlikely to permit Consumers Energy to recover from its customers in the future; and 4) grant Consumers Energy such other and further relief as is lawful and appropriate, including approving of higher GCR factors than requested in Consumers Energy’s initial filing if circumstances warrant.
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 January 26, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy’s [Legal Department – Regulatory Group] One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. 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.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System’s Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy’s application may be reviewed on the Commission’s website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and the Michigan Administrative Hearing System’s Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

[CONSUMERS ENERGY COMPANY HAS REQUESTED THE GAS COST RECOVERY FACTORS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT OR AMEND THE FACTORS AND OTHER PROPOSALS.]

1069-G