CITY COMMISSION MEETING AGENDA
AUGUST 28, 2017
7:30 PM

Municipal Building, 151 Martin, Birmingham, MI 48009

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
   J. Cherilynn Mynsberge, City Clerk

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

Proclamations, Resolutions, Awards:
• Recognition of City of Birmingham – Federal Preservation Program
• Proclamation for September as National Recovery Month
• Proclamation for sister city Ritto, Japan

Announcements:
• The last day to pay taxes without penalty is Thursday, August 31, 2017.
• The Farmers Market continues on Sundays in September beginning at 9:00 AM – 2:00 PM in Municipal Parking Lot #6 on N. Old Woodward. Of special note, the Farmers Market Harvest Festival, celebrating the bounty of Michigan’s harvest, will be held on September 17, 2017.
• The Birmingham Street Art Fair is coming up on Saturday, September 16th from 10:00 AM to 6:00 PM, and Sunday, September 17th from 10:00 AM to 5:00 PM. For more information, visit www.theguild.org.

Guests:
• Senator Knollenberg

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 August 14, 2017.
B. Approval of warrant list, including Automated Clearing House payments, of August 16, 2017 in the amount of $626,029.98.
C. Approval of warrant list, including Automated Clearing House payments, of August 23, 2017 in the amount of $6,105,028.10.
D. Resolution approving the Contract for Ice Show Director with Brenda Willhite effective September 5, 2017 up to and including May 10, 2018. Further, authorizing the Mayor and City Clerk to sign the Contract on behalf of the City of Birmingham upon receipt of all required insurances.
E. Resolution approving the purchase of one (1) new 2018 Ford Police Interceptor Utility from Gorno Ford through the State of Michigan extendable purchasing contract #071B1300005 in the amount of $30,637.00 from account #641-441.006.971.0100.
F. Resolution approving the service agreement with McNulty Electric, Inc. for the purchase, installation, and configuration of an emergency standby generator for the Department of Public Services facility in an amount not to exceed $126,000.00 from account #641-441.006-971.0100. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.

G. Resolution approving the purchase of holiday lights from Wintergreen Corporation for a total cost not to exceed $23,350.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 for this purchase.

H. Resolution delegating to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the duties of the election commission for the November 7, 2017 General Election.

I. Resolution authorizing the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and approving the liquor license transfer for Birmingham Teatro that requests a transfer of Class C License issued under MCL 436.1521(A)(1)(B) located at 211 S. Old Woodward, Birmingham, Oakland County, MI 48009. Furthermore, pursuant to Birmingham City Ordinance, authorizing the City Clerk to complete the Local Approval Notice at the request of Birmingham Teatro approving the liquor license transfer request of Birmingham Teatro for the transfer of a Class C License to be issued under MCL 436.1521(A)(1)(B) located at 211 S. Old Woodward, Birmingham, Oakland County, MI 48009.

J. Resolution approving the contract for 2017-18 pavement marking handwork with Hart Pavement Striping Corporation in the amount of $87,690.00 for combined fall 2017 and spring 2018 paintings; further authorizing and directing the mayor and city clerk to sign the contract on behalf of the city; further authorizing this budgeted expenditure from account number 202-303-001-937.0200.

K. Resolution extending the 2015-16 agreement with PK Contracting, Inc. for painting yellow centerline and white long line pavement markings in the amount of $10,027.00 for the 2017-18 fiscal year; further authorizing and directing the mayor and city clerk to sign the agreement on behalf of the city; further authorizing this budgeted expenditure from account number 202-303-001-937.0200.

V. UNFINISHED BUSINESS

A. Resolution directing staff to issue the Request for Proposals for the solicitation of qualified firms to provide multi-modal transportation consulting services to assist the MMTB and the City Commission in reviewing all transportation-related projects with the changes noted.

B. Resolution approving a service agreement with L.G.K. Building, Inc., for the replacement of Siding and Trim for the Allen House in the amount of $57,430.00, to be charged to account 401-804.002-977.0000, and directing the Mayor and City Clerk to sign the agreement on behalf of the City; further, approving the appropriation and amendment to the 2017-2018 Capital Projects Fund budget as follows:

<table>
<thead>
<tr>
<th>Capital Projects Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues: Draw from Fund Balance 401-000.000-400.0000  $ 57,430</td>
</tr>
<tr>
<td>Expenditures: Buildings – Allen House 401-804.002-977.0000  $ 57,430</td>
</tr>
</tbody>
</table>

VI. NEW BUSINESS
A. Public Hearing to consider the approval of the Final Site Plan and Special Land Use Permit – 375 S. Eton
   1. Resolution approving the Final Site Plan and Special Land Use Permit for 375 S. Eton to allow a commercial use greater than 6,000 sq.ft. on the ground floor at 375 S. Eton.

B. Resolution to meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

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
      1. Parking utilization report, submitted by City Engineer O’Meara

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).
Mayor Mark Nickita called the meeting to order at 5:30 p.m.

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

Absent, None

Administration: City Manager Valentine, City Clerk Mynsberge, City Attorney Currier, City Engineer O’Meara, City Planner Ecker, Police Commander Grewe, Assistant Engineer Fletcher

Also present: Julie Kroll, Fleis & Vandenbrink

**PHYSICAL INSPECTION OF S. ETON ST. AND MAPLE RD. INTERSECTION**

City Manager Valentine noted:
- The widening of the sidewalk is marked by cones.
- In the center of the intersection, chalk lines outline both proposed island sizes.
- A 48’ truck will be used to demonstrate the turns.

Mayor Nickita explained:
- For the turn to work a truck coming from the west has to clear the island and the wider sidewalk.
- The stop bar has been marked in the proposed spot further away from the intersection.
- Cars on Eton are ignoring the stop bar and moving past it to the edge of Maple.
- When cars ignore the stop bar on Eton, a truck on Maple has to wait for traffic to clear in order to have enough clearance to make the turn. While the truck is waiting for the cars to move, traffic is backing up on Maple and creating congestion.
- The demonstration will highlight the difference between creating a drawing and knowing how people will use the intersection.
• The right turn lane on Eton is wide for truck turns, but it creates an illusion for cars that there are two right turn lanes. The lane should be striped more clearly.

Julie Kroll, Fleis & Vandenbrink, reported:
• The traffic signal will have a right turn arrow for right turns from Eton to Maple.
• The traffic signal will have longer timing on Maple.
• Traffic counts show five trucks a day are making the right turn from Eton to eastbound Maple.

The truck used for the demonstration was being driven by an experienced driver from Bolyard Lumber and measured 72' in total length. The driver made turns through the intersection from all directions at least twice.

The truck, whether making a left turn or a right turn from Maple onto Eton, was usually over the centerline on Eton, sometimes hit the curb of the proposed island, and ran over the current stop bar, but was able to miss the proposed stop bar.

B. RECESS
Mayor Nickita recessed the meeting at 6:15 p.m. with instructions that the meeting would reconvene at 6:30 p.m. at the Birmingham Municipal Building, 151 Martin, Birmingham, MI.

C. RECONVENE AT 6:30 P.M. AT MUNICIPAL BUILDING, 151 MARTIN, BIRMINGHAM MI
Mayor Mark Nickita called the meeting to order at 6:30 p.m.

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, City Planner Ecker, Finance Director Gerber, Police Commander Grewe, City Engineer O'Meara, Birmingham Museum Director Pielack, City Clerk Mynsberge

08-216-17 RESOLUTION TO MEET IN CLOSED SESSION TO DISCUSS AN ATTORNEY/CLIENT PRIVILEGE COMMUNICATION IN ACCORDANCE WITH SECTION 8(H) OF THE OPEN MEETINGS ACT.

(A roll call vote is required, and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of continuing the meeting.)

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Hoff:
To meet in closed session to discuss an attorney/client privileged communication in accordance with Section 8(H) of the Open Meetings Act.
ROLL CALL VOTE: Yeas, Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese
Mayor Pro Tem Harris
Commissioner Hoff
Mayor Nickita
Commissioner Sherman
Nays, None
Absent, None

Mayor Nickita recessed the meeting to closed session at 6:32 p.m. and announced no action would be taken following the closed session.

I. RECONVENE IN OPEN SESSION AT 7:30 P.M.

Mayor Nickita reconvened the meeting at 7:35 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor Nickita led the Pledge of Allegiance.

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

Mayor Nickita announced:
- Mayor Pro Tem Harris’ Birthday
- The last Summer Concert of the year is Wednesday, August 16th at 7:00 PM in Shain Park, featuring The Favorites, who will be performing music from the 50's.
- The Birmingham Cruise event will be held on Saturday, August 19th from 9:00 AM to 4:00 PM in downtown Birmingham.
- The Farmer’s Market continues on Sundays from 9:00 AM to 2:00 PM in Parking Lot #6 on N. Old Woodward.
- County Commissioner Shelley Taub was in attendance.
  Commissioner Taub distributed new County Directories, and announced the County has paid the license fees for GIS Online for all County municipalities.

Appointments:
08-217-17 APPPOINTMENT TO THE MARTHA BALDWIN PARK BOARD

Dr. Andrew Linovitz was present and was interviewed by the Commission. He confirmed for Commissioner Hoff he is aware of the Board’s duties and understands the Board may not need his technical skills. Dr. Linovitz explained he would like to become involved in the community.

MOTION: Motion by Mayor Pro Tem Harris:
To appoint Dr. Andrew Linovitz to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2019.

VOTE: Yeas, 7
Nays, 0
Absent, 0
08-218-17 APPOINTMENTS TO THE ADVISORY PARKING COMMITTEE

Steven Kalczynski and Lisa Krueger were present and were interviewed by the Commission.

**MOTION:** Motion by Commissioner Boutros:
To appoint Steven Kalczynski as the representative of a downtown commercial large retail business to the Advisory Parking Committee to serve a three-year term expiring September 4, 2020.

**MOTION:** Motion by Commissioner Bordman:
To appoint Lisa Krueger as the downtown employee representative to the Advisory Parking Committee to serve a three-year term expiring September 4, 2020.

Vote on Steven Kalczynski
VOTE: Yeas, 7
Nays, 0
Absent, 0

Vote on Lisa Krueger
VOTE: Yeas, 7
Nays, 0
Absent, 0

08-219-17 APPOINTMENT TO THE TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY

Clinton Baller was present and was interviewed by the Commission. Mr. Baller confirmed for Commissioner Hoff that he has a business interest in the District, and stated he is co-director of a psycho-therapy group at 999 Haynes.

**MOTION:** Motion by Commissioner DeWeese:
To concur in the Mayor's appointment of Clinton Baller to the Corridor Improvement Authority to serve the remainder of a four-year term to expire December 15, 2020.

VOTE: Yeas, 7
Nays, 0
Absent, 0

08-220-17 APPOINTMENTS TO THE DESIGN REVIEW BOARD

Lauren Tolles, Keith Deyer, and Joseph Mercurio were present and were interviewed by the Commission. Mr. Deyer explained, in response to questions from Commissioner Hoff, that past attendance issues were due to babysitting duties for his grandchildren and that he will be able to attend meetings moving forward.

City Manager Valentine clarified that in 2006 when the Historic District Design Review Commission was separated into two separate boards in order for the Historic District Commission to qualify as a Certified Local Government Program for grant funding purposes, the intent of the City Commission was that the same people would not serve on both. Historically the membership of the two boards has been the same, but it is not required.

**MOTION:** Motion by Commissioner Bordman:
To appoint Joe Mercurio as a regular member to the Design Review Board for a three-year term to expire September 25, 2020.

**MOTION:** Motion by Mayor Pro Tem Harris:
To appoint Keith Deyer as a regular member to the Design Review Board to serve a three-year term to expire September 25, 2020.

**MOTION:** Motion by Commissioner Boutros:
To appoint Lauren Tolles as a regular member to the Design Review Board to serve the remainder of a three-year term to expire September 25, 2018.

Vote on Mercurio
VOTE: Yeas, 7
Nays, 0
Absent, 0

Vote on Deyer
VOTE: Yeas, 7
Nays, 0
Absent, 0

Vote on Tolles
VOTE: Yeas, 7
Nays, 0
Absent, 0

08-221-17 APPOINTMENTS TO THE HISTORIC DISTRICT COMMISSION
Padraic Mullin was not in attendance.

Doug Burley and Keith Deyer were present and were interviewed by the Commission.

**MOTION:** Motion by Commissioner Hoff:
To appoint Doug Burley as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2020.

**MOTION:** Motion by Commissioner DeWeese:
To appoint Keith Deyer as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2020.

Vote on Burley
VOTE: Yeas, 7
Nays, 0
Absent, 0

Vote on Deyer
VOTE: Yeas, 7
Nays, 0
Absent, 0

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.

08-222-17  APPROVAL OF CONSENT AGENDA
The following items were removed from the Consent Agenda:

- Commissioner Hoff: Item J, Allen House Siding and Trim Replacement
  Item N, RFP-MMTB Transportation Consultant
- Commissioner DeWeese: Item A, City Commission Minutes of July 24, 2017

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Bordman:
To approve the Consent Agenda, with items A, J and N removed.

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

Nays, None
Absent, None

A. Approval of City Commission minutes of July 24, 2017.
B. Approval of warrant list, including Automated Clearing House payments, of July 26, 2017 in the amount of $555,229.01.
C. Approval of warrant list, including Automated Clearing House payments, of August 2, 2017 in the amount of $6,327,225.92.
D. Approval of warrant list, including Automated Clearing House payments, of August 9, 2017 in the amount of $814,228.89.
E. Resolution approving a request submitted by the Birmingham Bloomfield Chamber and Junior League of Birmingham requesting permission to hold the annual Halloween Parade and Pumpkin Patch on Sunday, October 29, 2017 in downtown Birmingham, 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.
F. Resolution approving the audit contract with Plante & Moran to include fiscal years ending June 30, 2017 through June 30, 2019 with options for June 30, 2020 and 2021 in the amount of $70,975 for the fiscal year ending June 30, 2017 and an annual increase not to exceed the Headlee inflation factor for years two and three and option years four and five, and further authorizing the Mayor and the City Clerk to sign the agreement on behalf of the City.
G. Resolution appointing Commissioner Patty Bordman as the Birmingham City Commission’s official voting delegate at the Michigan Municipal League Annual Meeting to be held in Holland, Michigan on September 13, 2017.
H. Resolution approving the purchase of a new 2017 Ford Transit Connect cargo van from Gorno Ford through the State of Michigan extendable purchasing contract #071B1300005 in the amount of $23,836.00 from account #101-371.000-971.0100.
I. Resolution approving the purchase of one (1) Tink Model 520 Claw from Alta Equipment Company in the amount of $11,395.00 from account 641-441.006-971.0100.
K. Resolution accepting the resignation of Shelli Weisberg from the Design Review Board and the Historic District Commission, thanking her for her service, and directing the Clerk to begin the process of filling the vacancy.

L. Resolution accepting the resignation of Sarah Evans, Student Representative, from the Public Arts Board, and directing the City Clerk to thank her for her service on behalf of the City of Birmingham and present her with a Certificate of Appreciation.

M. Resolution waiving the formal competitive bid process and approving the purchase of (17) Armor Express RAZOR vests with ARA-SHOCK ICW plates in the amount of $12,602.00 from CMP Distributors, Inc. Further, authorizing this budgeted expenditure from uniform allowance account number 101-301.000-743.0000.

O. Resolution setting Monday, August 28, 2017 at 7:30 PM for a public hearing to consider the Final Site Plan and Special Land Use Permit for 375 S. Eton to allow a commercial use greater than 6,000 sq.ft. at 375 S. Eton.

The Commission agreed to discuss items removed from the Consent Agenda at this time.

08-223-17 REPLACEMENT OF THE SIDING AND TRIM AT ALLEN HOUSE (ITEM J)

Fielding questions and addressing concerns of commissioners, Birmingham Museum Director Pielack responded:

- The Request for Proposals specified the repair and/or replacement of siding and trim had to be according to the State Historic Preservation Office (SHPO) guidelines for the treatment of historic properties.
- The City hired certified historical architect Jackie Hoist of H2A Architects to prepare the bidding documents, and the work involved a feasibility study, the development of specifications, bid documents, and bidder qualifications, as well as oversight of the installation up to final inspection.
- Two bids were received:
  
  - Grunwell-Cashero Co. $175,900.00
  - L.G.K. Building, Inc. $57,430.00

- Both bids were reviewed for compliance with the City’s Request for Proposal (RFP) requirements, and each bidder was interviewed to request additional information and clarification of their proposals.
- The City and Ms. Hoist found that the low bidder met the requirements outlined in the RFP.
- Ms. Hoist confirmed with the low bidder that all the prescribed materials would be used.
- Ms. Hoist will be working with the contractor to approve all materials and will be making site visits also.
- The low bidder is a family-run business which has all trades in-house and is a non-union facility. The high bidder subcontracts out a number of the special trades and is union shop.
- Labor costs seem to account for the large disparity between bids.

Commissioner Hoff made a motion, seconded by Commissioner DeWeese to approve the agreement with L.G.K. Building, Inc. Following further discussion as outlined below, Commissioner Hoff withdrew the motion.

Jake Bolyard expressed concern with the large disparity between bids, and said he thought it would create problems. He noted that regardless of the size of the company, they still have many of the same expenses: overhead, worker’s compensation insurance, and other insurance. Mr. Bolyard suggested further investigation of the low bidder, such as whether the company’s bills are being paid. He further suggested the project be rebid.
Responding to additional questions from commissioners, Birmingham Museum Director Pielack noted:

- Both bidders included the same materials, as specified in the RFP, in their bids.
- The selected contractor will have to post a performance bond.
- L.G.K. Building, Inc. is an established company which worked on a large historic law building in Detroit 20 years ago. Most of their work has been in custom home building since then.
- L.G.K. Building, Inc. meets all the requirements of the RFP.
- The Historic District Commission reviewed all the information and unanimously agreed the project should go forward.
- The small number of bids may be attributable to the time of year.
- L.G.K. Building, Inc. included all non-siding costs, such as paint and labor in a “miscellaneous” category rather than presenting them as separate line items.
- Research was not conducted on whether or not there are liens or evidence of non-payment of bills.

Birmingham Museum Director Pielack clarified for Mayor Pro Tem Harris that an RFP was issued prior to the current RFP, and the previous RFP considered using fiber-cement siding instead of cedar siding, which did not go over. The current high bidder, Grunwell-Cashero Co., bid $96,000 on the previous RFP.

Discussion ensued about rebidding the project, with Commissioner Boutros and Mayor Nickita expressing interest in obtaining a third bid. Birmingham Museum Director Pielack reported the historical architect believes the current siding will make it through one more winter.

Mr. Bolyard reported the cost of cedar siding has gone up 40% in the last 90 days.

Commissioners then discussed further investigation into the low bidder before deciding whether or not to rebid the project.

Commissioner Sherman and Commissioner Hoff summed up the general consensus of the Commission to research L.G.K. Building, Inc. more thoroughly:

- Check the company’s Dun & Bradstreet Report;
- Find out what other projects the company has done;
- Check references for those projects;
- Research tax liens or other unpaid obligations;
- Check references from recent historic restorations and other recent, comparable projects done by L.G.K. Building, Inc.

The Commission took no action.

**08-224-17 MULTI-MODAL TRANSPORTATION CONSULTING SERVICES REQUEST FOR PROPOSALS (ITEM N)**

Commissioner Hoff asked if the City is looking for a firm with a multi-discipline approach with a licensed traffic engineer and an urban planning/urban design professional on staff, or does the RFP require that two firms go together to bid on the our project. Mayor Nickita explained both approaches are common.
City Manager Valentine confirmed for Commissioner Hoff the chosen firm will not be a full-time consultant and will only perform work when requested by the City.

Commissioner Hoff pointed out the Chair of the Multi-Modal Transportation Board (MMTB) works with a firm that may submit a bid and will speak with the City Attorney about a possible conflict of interest.

Mayor Nickita prefaces his request for revisions by explaining:
This is a critical piece of our infrastructure development.
It’s very important that the consultant brings the expertise that has been missing, especially in our newer way of looking at infrastructure which is “complete streets” and multi-modal activity.

Mayor Nickita requested the following revisions to the RFP:

- Under Consultant Skills and Experience, Page 4 of the RFP, change the introductory paragraph to read, “The successful multimodal transportation consultant submitting a proposal under this RFP must be able to demonstrate professional knowledge and experience in the following areas of expertise to assist the City of Birmingham, in order of importance”.

- To set the stage for proper design, recognition of the multi-modal aspects, and then the details of traffic engineering, and to set the expectation that the City designs its streets for people and accommodation of cars instead of designing its streets for cars and accommodating pedestrians, prioritize the items in order of importance:
  #1. Context-Sensitive Planning and Urban Design.
  #2. Multi-Modal Mobility Planning
  #3. Traffic Engineering

- Under Context-Sensitive Planning and Urban Design, change the second sentence to, “The consultant’s team must include an urban design professional who has the skill set to conceptualize, design, and present multiple approaches, strategies and solutions for critical infrastructure projects defined by the City Manager.”

Mayor Nickita explained most urban designers understand urban planning, but most urban planners don’t necessarily know how to do urban design. The specification of the skill set will result in presentations to the MMTB that explain exactly what the options are and enable the MMTB to make the best decision, with staff. The options, when brought to the Commission, will contain a lot more specifics, so that the Commission does not have to go on-site see it in place.

Commissioner Hoff felt the language in the proposed RFP says the same thing Mayor Nickita is saying, just not as specifically.

Mayor Nickita countered that any consultant will say they do context-sensitive planning and design, but not everyone will say they are able to “conceptualize, design, and present multiple approaches, strategies and solutions for critical infrastructure projects”.

Commissioner Bordman expressed support for Mayor Nickita’s specific language, based on his experience and insight. She was in favor of anything that will reduce the amount of personal designing the Commission is having to do on field trips, and will instead supply the Commission with options.
Commissioner DeWeese supported Mayor Nickita’s changes, noting he has seen in the literature where people talk about context-sensitive designs, but their assumption is context for cars, not context-sensitive for pedestrians. He commented the City needs someone who can look at balance and tradeoffs, which is the intention of the Mayor’s suggested changes.

The Commission was in general consensus to have the RFP amended with the suggested changes and brought back for consideration on the next agenda.

The Commission took no action.

**08-225-17 CITY COMMISSION MINUTES OF JULY 24, 2017 (ITEM A)**

Commissioner DeWeese asked that on Page 13, midway through the second paragraph, after the sentence, “Commissioner DeWeese requested further clarification that modification to the standards must be approved by a majority of the board members appointed and serving, rather than just by a majority of those board members in attendance at the meeting”, the City Attorney’s answer be added. The answer was, “City Attorney Currier confirmed that approval must be by a majority of members appointed and serving.”

**MOTION:** Motion by Commissioner DeWeese, seconded by Mayor Pro Tem Harris:
To approve the City Commission meeting minutes of July 24, 2017 as amended.

**VOTE:**
- Yeas, 7
- Nays, 0
- Absent, 0

**V. UNFINISHED BUSINESS**

**08-226-17 DTE EASEMENT AND TREE REPLACEMENT**

City Manager Valentine reported:
- On July 24, 2017, a site visit was conducted by the City Commission to evaluate the proposed easement location and tree removals necessitated by the relocation of the DTE power line to service the development at 856 N. Old Woodward.
- Further discussion on this easement occurred during the regular City Commission meeting on this same date during which concerns arose from the developer's contribution for tree removal and replacement in the easement.
- Given these concerns, no action was taken and the item was to be brought back with a plan at the earliest opportunity.
- Subsequent to that meeting, additional discussions occurred with the developer to bring their contribution in line with the costs related to the impact and use of the public property.
- As a result, the developer has agreed to contribute $50,000 towards the city’s tree fund.

Commissioner Bordman expressed pleasure that the property owner has stepped up and provided something of great value for the City, which are the funds to plant many trees, not just on that property but around the City. She supported the proposed motion and appreciated the work that both sides did to arrive at a very good resolution.

Commissioner DeWeese felt the proposed solution is fair to all parties, noting the City receives a replacement on the total caliper of trees removed and has some flexibility.
MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Bordman:
To authorize the Mayor to sign DTE Electric Company Overhead Easement No. 47698093-47698095, located on Lot 91 of Assessor’s Plat #29, located in the northwest ¼ corner of Section 25, City of Birmingham; and
To authorize the Mayor to sign the Tree Replacement Agreement with FLS Properties #5, LLC on behalf of the City of Birmingham.

City Manager Valentine confirmed for Mayor Pro Tem Harris that $50,000 is commensurate with the potential of more than 14 trees being removed, and is representative of all costs, including labor. City Manager Valentine noted approximately 30 trees will be planted based on the caliper-to-caliper replacement agreement, and also noted there is additional investment for the easement itself.

Responding to a question from Commissioner Hoff, City Manager Valentine explained:
- Communication was received from the property owner with a question relative to the property description, specifically the location of the vacated drive.
- Oakland County provided a map showing the vacated drive outlined in red.

Drew Deitling, resident directly next door to the subject property, asked questions relative to the tree replacement which were answered by City Manager Valentine:
- Replacement trees are being installed by the City.
- The City has set the minimum caliper at 4”, which would be the largest that could be maneuvered into place without using large-scale equipment.
- Oaks and maples are the species discussed, and, as trees that are going to grow, the minimum caliper will be 4” when the trees go in the ground.
- Tree replacement will be focused in the easement area, and some may be planted on the adjoining property owned by the City.
- The City has committed to involving the neighbors in the process of locating the replacement trees.

Mr. Deitling stated:
- The easement agreement gives DTE the authority to remove any tree on the subject property that they believe could interfere with the maintenance and operation of their equipment. He predicted that over time DTE will eventually remove every mature tree from the hillside.
- At the proposed contribution of $50,000 for a 1160 square foot piece of property, the City has effectively established a value for City green-space of $43.10 per square foot.
- He requests the City reject the proposed easement.

City Manager Valentine noted each case is evaluated individually on its own merits. In this particular case, the subject area is a watershed.

Sam Ball said:
- DTE should run the lines underground.
- If DTE drops the wires, and they run all the way around, it’s simple geometry - they’re going to need some support wires. If you run the direct high-voltage line, all the poles are tied into together, they’re straight. As soon as you deviate from that, the poles are bent, and they’re going to lay down.
- DTE is going to need an easement from the primary to the secondary on the other side of the river, and the City is going to need this easement cleared out.
Mayor Nickita commented:

- It's important to note this piece of land is not a park, it's a City-owned property within the water shed, and it has a limited amount of use.
- The City will be mindful of the trees that are removed and what DTE will do, and will be working with the residents to replace the trees.
- The proposal has been studied extensively, and the result will be receiving funds to replace the trees that are removed, to add many more trees, and to clean up the site.
- The new easement is valuable to the City because the electricity that connects the center of the city to the north is susceptible to failure in storms, and according to what DTE has said this easement will diminish the likelihood the north side of the City losing power.

VOTE: Yeas, 7  
Nays, 0  
Absent, 0

08-227-17  MAPLE RD. & S. ETON RD. INTERSECTION MULTI-MODAL TRANSPORTATION BOARD IMPROVEMENTS

City Engineer O'Meara reported:

- Tonight we met out at the intersection of S. Eton, to discuss the potential approval of an island as well as other improvements to the intersection.
- Julie Kroll from Fleis & Vandenbrink is present.
- A professional count was taken of both truck and pedestrian traffic making the turn in and out of Eton. Ten of the largest truck category, the WB-62 category, were counted. That is the size of the truck used tonight at the on-site demonstration.
- The MMTB thought some turning movements could be disqualified based on some of the reports heard during the public meeting, but in practice trucks are turning in and out in all directions possible.
- Staff is now suggesting a mountable island that is entirely concrete in the area that is not typically driven or walked on, which would slow traffic and make pedestrians feel safer traversing through the area.
- The island is not intended to be a refuge. The traffic signals will be set so that pedestrians should be able to walk through the entire intersection without feeling like they have to stop in the middle.

In response to comments from Mayor Nickita, Ms. Kroll stated Fleis & Vandenbrink was tasked with a concept to make the intersection safer as well as more pedestrian friendly, and to determine if trucks can navigate. Before the island can be designed as to materials, type of curb, etc., the Commission has to determine whether or not they want an island, and, if so, what size.

Commissioners were split on the question installing the island, with Commissioner DeWeese in favor of the smaller island to slow traffic and Commission Hoff feeling installing a mountable curb on a pedestrian island is in conflict. She suggested waiting and observing what happens with traffic signal adjustments. Commissioner Boutros suggested moving the island 5’ east. Mayor Nickita was strongly in favor of an island.
Generally the Commissioners agreed the right turn lane on Eton, which is supposed to be one lane, is being used by cars as two turn lanes, and the final plan needs to discourage cars from using it as two turn lanes while still allowing trucks room to turn.

Commissioner Hoff introduced discussion of waiting on the island but moving forward with widening the sidewalk and installing the ADA ramp as part of the 2017 Concrete Sidewalk Program, although she expressed concern with encouraging people to walk on that side of Eton and cross Eton at the subject crosswalk. Commissioner Bordman agreed, stating there are too many options regarding the island and she is not comfortable voting on it. Commissioner DeWeese agreed there was no disadvantage to expanding the sidewalk now, noting it would give pedestrians more space and narrow the road, which causes cars to be more careful.

Mayor Nickita noted it is a matter of scheduling. The Commission either votes to move forward now with a plan that is not fully designed because of an anticipated increase in the number of pedestrians when Whole Foods opens, on hold off until mid-summer 2018. He pointed out Whole Foods is opening in late October, so there will be more pedestrian traffic without any safety installations.

Commissioner Sherman observed pedestrians choose to cross further north at the top of the hill where Eton is narrower and suggested eliminating the subject crosswalk and moving it to where pedestrians are crossing. He noted the experienced truck driver was crossing the yellow line when turning onto Eton. He noted two cars are making right turns next to each other in a lane meant for one car. He said he didn't have an opinion on the island because there are too many variables. Commissioner Sherman said the area being reviewed should be expanded beyond just the intersection.

Mayor Nickita commented:
- This is about creating a safe environment.
- People are going to cross where they want to cross and where it makes sense to cross.
- People do not want to walk more than they need to, and they definitely do not want to cross two streets when they can cross one, even if the one is not very good.
- The subject crosswalk needs to be made safe for pedestrians.
- The amount of time pedestrians are in an unsafe environment needs to be diminished, and the way to do that is to narrow the street edge to edge, add something in the middle which diminishes their exposure, and adding as much crosswalk and signage as needed.
- There are too many unanswered questions to make a decision.
- Safety is priority number one, congestion is another concern, and access for trucks is another concern, in that order.
- The only thing the Commission needs to consider right now is whether to widen the sidewalk on the west side, or take the whole project into next year for further investigation.

Commissioner DeWeese indicated in urban planning and walkability literature, having narrow sidewalks next to busy streets is not conducive to walkability. He felt widening the sidewalk will make it friendlier. He also commented putting yellow on the curbs to make them stand out, particularly from the west to the east and turning, to slow traffic. He saw no downside to extending the sidewalk because it does not seem to make a difference for what the future design will be for the crosswalk.
Mayor Pro Tem Harris supported the extension of the west side sidewalk for the reasons that have been stated. He asked Mayor Nickita which of the four items recommended by staff for the S. Eton Rd. – Maple Rd. to Yosemite Blvd. section he is advocating.

Mayor Nickita explained if the west side curb is widened now it might have to be redone to accommodate the final crosswalk plan.

City Engineer O'Meara remarked it would be helpful to have the whole design at once because if the crosswalk is widened to the new 12’ crosswalk standard, the other corner will have to be bigger, and it would be nice to coordinate the crosswalk markings all at once. If they change next year they are going to get scratched up, and they are not going to look as good if they are moved and put back a different way.

Mayor Nickita pointed out the importance of safety. The design of a street changes the way people use it, particularly the actions of the drivers. If the street is narrowed, an island is added, a crosswalk is added with a continental pattern of 12” wide, 2” strips, with 2” gaps, that street would be significantly safer. The question is do we try it one more time and bring it back before the end of the season, or do we take more time to look it over and address it for next year.

Commissioner DeWeese indicated the issue should go back to the MMTB. The Commission should have better options, context, awareness of the whole situation and the trade-offs. Doing the curb on the west side is not going to change anything very much right now. He noted he would make the intersection work for larger trucks, and he fully supported the island, because even if it does not serve much point in terms of pedestrians it will serve a point in slowing down traffic.

Commissioner Hoff was in favor of waiting until next year, as was Commissioner Bordman, because there are currently too many variables.

Mayor Nickita stated:

- Truck access from the westbound to Eton worked well conceptually with the island, and there is enough room for it. I do not anticipate that truck making that left from westbound Maple. I think we should very seriously consider eliminating truck-turning from that. We allow trucks to make that left already, we allow trucks to make that turn under the bridge, we know there are a number of trucks that will not go that way anyway, we recognize that routes are generally from the west, from Adams or Woodward, and so with that being the case that obtuse angle allows the trucks to go, and there is a reasonable amount of room if we have something like this island.
- The gap that allows cars to double up and turn right needs to be addressed.
- We have to recognize the fact that trucks are going to be limited in a day so typically there will not be trucks going there when pedestrians are walking there, so for the most part the design needs to be for the majority of the period when it is used with an accommodation for when trucks are present. The intersection has to work for everyone else all the time.
- Staff and the design team need to give us some clarity on those things, so that when we or the MMTB see it again we can actually review those things more specifically and hopefully get us to where we need to go, so that we are looking at an approval and not designing at the table.
Mayor Pro Tem Harris agreed with everything that has been said, and gave further direction to staff to collect data on multiple days with different lengths and frequency of trucks, the feasibility of having the island, the likelihood of vehicles stopping, and what happens if they do not.

Commissioner Bordman asked that data be collected after Whole Foods opens.

The Commission took no action.

VI. NEW BUSINESS

08-228-17  PUBLIC HEARING FOR 211 S. OLD WOODWARD - BIRMINGHAM THEATER SPECIAL LAND USE PERMIT AND FINAL SITE PLAN

Commissioner Sherman recused himself based on a conversation with the City Attorney, and left the Commission room at 9:48 p.m.

Mayor Nickita opened the public hearing at 9:47 p.m.

City Planner Ecker reported:

- The subject site, Birmingham Theater, is located at 211 S. Old Woodward, on the east side of S. Old Woodward at Merrill.
- The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.
- The applicant, Birmingham Teatro, LLC, is applying for a Special Land Use Permit (SLUP) to operate with a Class C liquor license under the new ordinance allowing a movie theater to operate with a liquor license.
- Birmingham Teatro is owned equally by Daniel Shaw and Nicholas Lekas, who in addition to operating the theater, are also part owners of Birmingham Theater, LLC, which is the sub-landlord for 211 S. Old Woodward.
- Article 2, section 2.37, B4 (Business-Residential) District requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit.
- On July 12, 2017, the Planning Board conducted a public hearing and voted unanimously to recommend approval to the City Commission of the Special Land Use Permit (“SLUP”) and Final Site Plan for 211 S. Old Woodward, Birmingham Theater, with no conditions.
- No exterior changes to the Birmingham Theater building are proposed.

Answering questions from commissioners, City Planner Ecker explained:

- Alcohol will be sold only on the upper level. Patrons may buy alcohol and take it down to the lower level.
- Birmingham Teatro is owned by Daniel Shaw and Nicholas Lekas, both of whom are also part owners of Birmingham Theater, the EA Fuller Oak Mgmt., and Fuller Oak Mgmt. One or more of the principals who are involved in Birmingham Teatro are also involved in the other organizations, but the SLUP resolution and the contract is with Birmingham Teatro LLC. So if the two owners in Birmingham Teatro LLC change or if they add a new owner, then they would have to come back.
- Changes in the owners of the other organizations would not affect the SLUP with Birmingham Teatro.
- Birmingham Teatro does not own the building.
Liquor License Attorney Kelly Allen explained:
- Birmingham Emagine Theater has a Birmingham full quota Class C license. Birmingham Teatro is requesting a transferrable Oakland County Class C license by virtue of a Birmingham ordinance allowing it to be used for a theater.
- The last service of alcohol will always be one hour before the last movie ends and never after 1:00 a.m.
- Patrons are not allowed to remove liquor from the establishment.

Janet Lekas on behalf of Birmingham Teatro clarified for Commissioner Hoff that the theater is trying to attract more independent movies which are typically shown on the second level and the bar will be a good complement.

Mayor Nickita closed the public hearing at 10:01 p.m.

**MOTION:** Motion by Mayor Pro Tem Harris, seconded by Commissioner DeWeese:
To approve the Final Site Plan and Special Land Use Permit for 211 S. Old Woodward to allow for the addition of a theater liquor license for the Birmingham Teatro d/b/a/ Birmingham Theater. *Formal resolution appended to these minutes as Attachment A.*

**VOTE:**
Yeas, 6
Nays, 0
Absent, 0
Abstain, 1 (Sherman)

**08-229-17 PUBLIC HEARING TO CONSIDER APPROVAL OF THE BROWNFIELD PLAN AND REIMBURSEMENT AGREEMENT FOR 35975 WOODWARD (VACANT SITE, FORMER GAS STATION)**

Commissioner Sherman returned to the Commission room at 10:02 p.m.

Mayor Nickita opened the public hearing at 10:02 p.m.

City Planner Ecker reported:
- The State Brownfield Redevelopment Statute (Public Act 381 of 1996, as amended) allows the City to approve a Brownfield Plan in order to help finance the cleanup of a contaminated site through the use of Tax Increment Financing (TIF).
- In March 2017, the owner of 35975 Woodward submitted a draft Brownfield Plan (“the Plan”) to the City in anticipation of the construction of a new two story commercial development.
- The Brownfield Plan outlines numerous environmental concerns on the site, including historical operations and contamination of the adjacent sites, and contamination on the subject site. Extensive soil and groundwater contamination was found, including the presence of various volatile organic compounds (VOCs), polyaromatic hydrocarbons (PAHs), and metals at concentrations exceeding Part 201 Generic Residential Criteria.
- The contamination of the soil and groundwater has been demonstrated to be pervasive across the entire site, as shallow as 0.5 feet below ground surface and as deep as 13 feet below ground surface.
- On May 9, 2017, AKT Peerless completed their review and recommended approval of the Plan. The applicant is now requesting approval of the Brownfield Plan and the future reimbursement of $826,210 in environmental costs in order to clean up the site to meet the Michigan Department of Environmental Quality standards.
On June 27, 2017, the Brownfield Redevelopment Authority (“BRA”) met and reviewed the applicant’s Brownfield Plan and the associated Reimbursement Agreement. After much discussion regarding the history of contamination, previous property owners, and potential liable parties, the BRA postponed the matter and requested that the applicant reach out to BP (previous owner) and determine if they are willing to assist with the vapor intrusion and soil removal costs.

On July 12, 2017, the BRA again met to discuss the proposed Brownfield Plan and associated Reimbursement Agreement for 35975 Woodward.

The applicant advised that they had contacted BP, and had a letter from them indicating that they were not liable for assisting with any environmental cleanup costs. The BRA questioned BP’s potential liability, but after much discussion voted to approve a maximum of $826,210 in environmental cleanup costs, to be reimbursed over a maximum of 10 years.

Further, the agreement states that if relevant State of Michigan agencies do not approve the School Taxes component of the Brownfield Plan (estimated to be $247,243), then the City will not reimburse the developer for such amounts from the local Taxes component. In this case, reimbursable eligible costs will not exceed $580,570, and reimbursement from Local Taxes will not exceed $333,327.

Beth Gotthelf, Chair of BRA, provided clarification on reimbursement amounts:

- The petitioner originally asked for $826,000, but due to discussions the total amount was reduced to $580,000.
- There are two portions: the state portion, and the local portion, part of that being the County. The local portion is $333,000 and has to be approved by the City Commission.
- The MDEQ has to approve the state portion.
- If the state does not approve their portion, the City will not automatically approve the amount. If the petitioner wants that, they will have to ask for an amendment to the agreement, present it to the BRA, and then seek approval from the Commission.

Troy Helmick, SME, further clarified Oakland County’s portion of the $333,000 would be approximately $100,000.

Ms. Gotthelf clarified for Mayor Pro Tem Harris the requested reimbursement amount is $580,000, over ten years.

Mayor Pro Tem Harris asked if the previous owners were to pay for whatever environmental violations they incurred, would the expense be incorporated into this agreement. Ms. Gotthelf explained the cost that a prior liable party would have incurred, under their obligations to cap the site, were originally included in the petitioner’s request for reimbursement. However we cannot ask someone to clean up to standards more stringent than the level the property is currently zoned for. So that is why the number came down from $826,000 to $580,000.

Commissioner DeWeese asked why a type II landfill is appropriate. Ms. Gotthelf explained the fill is considered domestic waste and a type II landfill has to be lined and have a leachate collection system.

Mayor Nickita closed the public hearing at 10:17 p.m.
MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Boutros:
To adopt the resolution approving the Brownfield Plan and Reimbursement Agreement for 35975 Woodward. Formal resolution appended to these minutes as Attachment B.

VOTE: Yeas, 7
Nays, 0
Absent, 0

08-230-17 REPEAL CHAPTER 122 - VEHICLES FOR HIRE, ARTICLE IV - TAXICABS, DIVISIONS 1, 2, 3, 4 AND 5, AND SECTIONS AS LISTED FROM CITY OF BIRMINGHAM CODE OF ORДINANCES

Commander Grewe reported:
• The State of Michigan Legislature passed a new law removing all local control over taxi carriers. Public Act 345 of 2016 prohibits a local unit of government from imposing a tax or fee upon, or requiring a license for, a limousine carrier, taxi cab carrier or Transportation Network Company (TNC) such as Uber or Lyft, a limousine driver, taxi cab driver or TNC driver, or a limousine, taxi cab or personal vehicle, if the tax, fee or license is related to the provision of limousine or taxi cab service or TNC prearranged rides.
• Under Public Act 346 of 2016, a local unit of government may issue a civil infraction to a limousine, taxi cab or TNC driver for a violation of sections of the Act regarding signage, a TNC driver carrying proof of insurance, a TNC driver accepting a request for transportation outside of a TNC’s digital network and nondiscrimination.
• Regulation of all taxicabs, limousine and TNC carriers will now be handled by the State of Michigan Department of Licensing and Regulatory Affairs (LARA). Under this new framework, each entity is required to register with LARA, complete a vehicle safety inspection if the vehicle is five years old or older, post proper signage on the vehicle and ensure that each driver has passed a criminal background check and obtained proper insurance. Additionally, local officers will know what vehicles are state approved because the law requires that all vehicles subject to this act display a consistent and distinctive signage or emblem that is approved by the department at all times that is readable from at least 50 feet, reflective and sufficiently identify the limousine carrier, taxi cab carrier or transportation network company with which the vehicle is affiliated.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Hoff:
To repeal Chapter 122- Vehicles for Hire, Article IV- Taxicabs, Divisions 1, 2, 3, 4 and 5, All Sections: 121, 122, 131, 132, 136, 137, 138, 139, 140, 147, 148, 149, 150, 151, 152, 161, 162, 163, 164, 165, 166, 167, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 196, 197, 198, 199, 200, 201, 211, 212, 213, 214, 215, 216 and 217 from the City of Birmingham Code of Ordinances.

VOTE: Yeas, 7
Nays, 0
Absent, 0

08-231-17 AMENDMENT TO THE 2016-2017 CAPITAL PROJECTS BUDGET

Finance Director Gerber reported:
• In October 2016 the City refinanced three of its bonds (2008 Park Bonds, 2006 Park Refunding Bonds, and the 2004 Sewer Refunding Bonds) with the 2016 Refunding Bond issue, as approved by the City Commission on July 25, 2016.
Generally accepted accounting principles (GAAP) require that the proceeds from the bond sale be recorded as revenue and the defeasement of the old bonds as expenditures for the portion of the bond sale related to the two park bonds. This transaction was not considered when the 4th quarter budget amendment was presented to the City Commission on June 12, 2017. As a result, the Capital Projects Fund will be over budget.

This issue was discussed with City auditors, Plante & Moran. They stated most communities with large unexpected budget variances will do an amendment after year end to address the situation.

While the State does not require a budget for the Capital Projects Fund, it is prudent and good practice for the City Commission to address the budget overage with a budget amendment reaffirming the action taken on July 25, 2016.

The transactions related to the two park bond issues are as follows:

<table>
<thead>
<tr>
<th>Bond Proceeds</th>
<th>2008 Park Bonds</th>
<th>2006 Park Ref. Bonds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$ 2,791,885</td>
<td>$ 8,553,720</td>
<td>$11,345,605</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Costs</td>
<td>$ 27,727</td>
<td>$ 81,613</td>
<td>$ 109,340</td>
</tr>
<tr>
<td>Bond Defeasance</td>
<td>$ 2,764,158</td>
<td>$ 8,472,107</td>
<td>$11,236,265</td>
</tr>
<tr>
<td>Total</td>
<td>$ 2,791,885</td>
<td>$ 8,553,720</td>
<td>$11,315,605</td>
</tr>
</tbody>
</table>

Commissioner DeWeese asked for further clarification, so Finance Director Gerber explained:

- There are three bond issues the City refinanced, two of which were park-related and one was sewer-related.
- Governmental Accounting Standards require that the debt related to the park bonds, which are recorded in the governmental accounting funds, has to show the revenue coming in and an expenditure going out. The City has to book the revenues as the bond money received, and expenditure of the debt retirement in the old bonds.
- The sewer bonds are not handled the same way because it is an enterprise fund, and accounting for that fund is different from the capital projects fund.

Finance Director Gerber confirmed for Commissioner DeWeese the process is moving numbers on the books to meet transparency standards, but it doesn’t affect any of the City’s positions otherwise.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Bordman:

To approve the appropriation and budget amendment to the 2016-2017 Capital Project’s Fund budget as follows:

- **Capital Project Fund**
  - Revenues:
    - Other Revenue – Bond Proceeds: 401-751.000-698.0001 $11,345,605
  - Expenditures:
    - Capital Projects Fund – Bond Costs: 401-751.000-824.0300 $109,340
    - Capital Projects Fund – Debt Retirement: 401-751.000-994.0000 $11,236,265
- **Total Expenditures** $11,345,605
City Engineer O’Meara reported:

- The Michigan Department of Transportation (MDOT) is planning a resurfacing project for Woodward Ave. to be completed in the spring and summer of 2018.
- The plan for the work that will begin in the fall of this year is as follows:
  - The work will begin after Labor Day, and extend to approximately the end of October.
  - MDOT estimates that a total of six weekends of work will be required.
  - The Contractor will begin removals on Friday evenings at 9 PM, with the goal of repairing two lanes at a time. All concrete patching will be complete about the middle of the following Saturday.
  - While work is underway (on Friday evenings/Saturday mornings) three lanes will be closed in one direction. (Two lanes would be repaired, and the third lane is a safety buffer while workers are in the roadway.) Once the concrete is placed, two lanes will remain closed for the remainder of the weekend until 6 AM Monday morning.
  - All four lanes in each direction will be opened back to full usage during the work week, with the cycle repeating again the following Friday evening.
- The plan for the work that will be done in the spring and summer of 2018 is as follows:
  - Asphalt milling, joint repairs, and resurfacing will be completed two lanes at a time, starting at 9 PM any night of the week, and completed by 6 AM the following morning (work hours will be extended to 9 AM on Saturday mornings, and 10 AM on Sunday mornings). For the safety of the workers, although two lanes will be getting repaved, three lanes in one direction will be closed, leaving just one lane open for traffic through the night.
  - No more than one lane (either the far left or far right lane) will be allowed to stay closed into the daytime. Lane closures must be allowed due to concrete curb replacements at handicap ramps crossing Woodward Ave., as the concrete will take about 3 days to cure.
  - The contract stipulates that a maximum of one out of the eight lanes can be closed during daytime hours.
  - The heavy duty asphalt milling and resurfacing operation, which would be the main body of night time work to complete, would be compressed into a two to three week period within the longer contract time frame, which is expected to last between April and August, 2018.
- Section 50-74 of the Birmingham City Code prohibits construction work outside of the normal working hours of 7 AM to 7 PM, six days a week. Due to the high impact the planned lane closures will have, MDOT has written the contracts with the assumption that the City Commission will approve the request to waive the local noise ordinance, allowing this work to be completed when traffic demands are lightest, and allowing the road to remain open and available to the public to the highest extent possible during the day, particularly weekdays.

Commissioner Hoff asked how the MDOT and Old Woodward reconstruction projects will overlap. City Engineer O’Meara indicated the two projects will be done at the same time, with
Old Woodward beginning in March 2018 and the MDOT project beginning in April 2018, with both projects slated to be completed by August 2018 before the Dream Cruise.

City Engineer O’Meara commented the fall 2017 work is the most disruptive to peak hour traffic, so the worst lane closures will be this fall as far as daytime traffic goes.

Steve Minton, MDOT, explained the intent for this fall is for saw cutting to be done during the night during the week, and concrete work to be done during the weekends.

Mr. Minton confirmed for Commissioner Hoff that saw cutting is noisy by nature, noting multiple 4’ x 12’ sections of pavement will be cut out.

Commissioner DeWeese pointed out, and Mr. Minton confirmed, MDOT will be doing a section at a time and moving along, so the disruption for residents will be for a week or two, not constant throughout the project. Mr. Minton further explained the paving work in 2018 will be done almost exclusively at night and is also a moving operation. Milling is the noisy part of that project, but will have a short term impact in terms of noise in front of any particular residence.

MOTION: Motion by Mayor Pro Tem Harris, seconded by Commissioner DeWeese:
To grant a waiver of Section 50-74(b) of the Birmingham City Code to the Michigan Dept. of Transportation pertaining to the repair and resurfacing of Woodward Ave. (M-1) from September, 2017 to August, 2018 so that MDOT may allow its contractors to operate under lane closures at those times of day that traffic demands are relatively light.

Answering a question from Mayor Nickita, Mr. Minton reported the signal work at the Oak St. crosswalk and the realignment of the pedestrian access on Oakland Ave. will be done as part of the 2018 project. He noted the City received a TAP grant on which MDOT will be partnering to implement the changes.

VOTE: Yeas, 7
Nays, 0
Absent, 0

08-233-17 RESOLUTION TO MEET IN CLOSED SESSION TO DISCUSS AN ATTORNEY/CLIENT PRIVILEGE COMMUNICATION IN ACCORDANCE WITH SECTION 8(H) OF THE OPEN MEETINGS ACT.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

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

ROLL CALL VOTE: Yeas, Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese

21 August 14, 2017
**VII. REMOVED FROM CONSENT AGENDA**

The items removed were discussed earlier in the meeting.

**VIII. COMMUNICATIONS**

None.

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

None.

**X. REPORTS**

**08-234-17 COMMISSIONER REPORTS**

The Commission will appoint members to Board of Zoning Appeals on Monday, September 11, 2017 at 7:30 p.m.

**08-235-17 CITY STAFF REPORTS**

The Commission received the Perpetual Care Fund Annual Investment Report, submitted by Finance Director Gerber.

The Commission received the High-Rise Fire Ratings report, submitted by Building Official Johnson. City Manager Valentine summarized the report at the request of Commissioner DeWeese:

- Recent fires in high-rise buildings have generated media attention about fire safety requirements within building codes.
- The buildings in London and Honolulu did not have fire sprinkler systems, and the lack of passive and active fire protection systems contributed to the loss at both buildings.
- Passive fire protection involves using noncombustible materials to separate areas in high-rise buildings to limit how far a fire can spread.
- “Active” fire protection includes fire sprinkler systems, smoke alarms, and fire alarm pull stations used to extinguish or reduce a fire and to warn building occupants to evacuate if a fire occurs.
- The building codes in Birmingham have required passive and active fire protection for many decades to limit losses in the event of fire.
- High-rise buildings recently constructed in Birmingham comply with the latest requirements, and the existing buildings in town all have noncombustible exterior walls, at least two remote emergency exit stairways separated from the remainder of the building and have fire sprinkler and alarm systems that met the code requirements at the time they were constructed.

**XI. ADJOURN**

Mayor Nickita adjourned the meeting into closed session at 10:36 p.m. and reconvened the regular meeting at 11:43 p.m.
The regular meeting was adjourned at 11:43 p.m.

_____________________________
J. Cherilynn Mynsberge, City Clerk
WHEREAS, Birmingham Teatro, LLC filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to serve alcoholic liquors at an existing theater with the City;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of S. Old Woodward at Merrill Street;

WHEREAS, The land is zoned B4 (Business-Residential), which permits theaters serving alcoholic liquors with a Special Land Use Permit;

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

WHEREAS, The Planning Board on July 12, 2017 reviewed the application for Final Site Plan Review and a Special Land Use Permit and recommended approval with no conditions;

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Birmingham Teatro, LLC’s application for a Special Land Use Permit authorizing the service of alcoholic liquors at the existing theater at 211 S. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

1. Birmingham Teatro, LLC shall abide by all provisions of the Birmingham City Code;
2. The Special Land Use Permit may be cancelled by the City Commission upon finding that the continued use is not in the public interest;
3. Birmingham Teatro, LLC shall enter into a contract with the City outlining the details of the proposed service of alcoholic liquors at the existing theater;
4. Birmingham Teatro, LLC shall have a duty of continuing compliance with regards to off-street parking as required in the Zoning Ordinance;
5. Birmingham Teatro, LLC agrees to resolve any future parking issues that
may arise, including but not limited to parking overflow and encroachment into residential areas or public parking facilities, to the satisfaction of the City or the Special Land Use Permit by be cancelled by the City Commission; and

6. Birmingham Teatro, LLC is required to have any modifications to the site plan, floor plan or operation of the theater approved through a Special Land Use Permit Amendment as required in the Zoning Ordinance.

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

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

I, J. Cherilynn Mynsberge, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on August 14, 2017.

J. Cherilynn Mynsberge, City Clerk
CITY OF BIRMINGHAM

RESOLUTION APPROVING A BROWNFIELD PLAN
FOR 35975 WOODWARD

Moved by Commission Member DeWeese; seconded by Commission Member Boutros.

WHEREAS, the Birmingham Brownfield Redevelopment Authority (the “Authority”), pursuant to 1996 PA 381, as amended (the “Act”), prepared and recommended for approval by this Commission a brownfield plan (“the Plan”) for property located at 35975 Woodward, Birmingham, Michigan; and,

WHEREAS, the City of Birmingham, at least ten days before the meeting of this Commission at which this resolution is considered, provided notice of a hearing to all taxing jurisdictions which are affected by the Plan (the “Taxing Jurisdictions”) and fully informed the Taxing Jurisdictions about the fiscal and economic implications of the Plan; and,

WHEREAS, the City of Birmingham, at least ten days before the meeting of this Commission at which this resolution is considered, provided notice of the hearing to the Department of Environmental Quality and the Michigan Strategic Fund (or its designee); and,

WHEREAS, this Commission held a public hearing on the Plan at which officials from the Taxing Jurisdictions had an opportunity to be heard in regard to the adoption of the brownfield plan, interested persons had an opportunity to be heard, any written communications with reference to the Plan were received and considered, and a record of the public hearing, including all data presented at the hearing, was made and preserved.

NOW, THEREFORE, BE IT RESOLVED THAT

1. The Plan constitutes a public purpose.

2. The Plan meets all of the requirements for a brownfield plan set forth in Section 13 of the Act.

3. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing.

4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act.

5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable.

6. The Plan is approved.

7. The reimbursement agreement pertaining to the Plan is approved.
AYES: Commissioners Bordman, Boutros, DeWeese, Hoff, and Sherman, Mayor Pro Tem Harris, and Mayor Nickita
NAYS: None
ABSENT: None

MOTION CARRIED.

I, J. Cherilynn Mynsberge, Clerk of the City of Birmingham, certify that the foregoing is a true and compared copy of a Resolution duly made and passed by the Birmingham City Commission at a meeting held on August 14, 2017.

__________________________
J. Cherilynn Mynsberge, 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>252165</td>
<td>*</td>
<td>002397</td>
<td>43RD DISTRICT COURT</td>
<td>500.00</td>
</tr>
<tr>
<td>252166</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>100.00</td>
</tr>
<tr>
<td>252167</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>500.00</td>
</tr>
<tr>
<td>252168</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>100.00</td>
</tr>
<tr>
<td>252169</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>60.00</td>
</tr>
<tr>
<td>252170</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>100.00</td>
</tr>
<tr>
<td>252171</td>
<td>*</td>
<td>000855</td>
<td>48TH DISTRICT COURT</td>
<td>500.00</td>
</tr>
<tr>
<td>252172</td>
<td>004877</td>
<td></td>
<td>AASLH</td>
<td>40.00</td>
</tr>
<tr>
<td>252173</td>
<td>002284</td>
<td></td>
<td>ABEL ELECTRONICS INC</td>
<td>1,110.00</td>
</tr>
<tr>
<td>252174</td>
<td>001082</td>
<td></td>
<td>ABSOLUTE SALES INTERNATIONAL</td>
<td>2,175.00</td>
</tr>
<tr>
<td>252177</td>
<td>007745</td>
<td></td>
<td>ALL COVERED</td>
<td>1,192.00</td>
</tr>
<tr>
<td>252178</td>
<td>007233</td>
<td></td>
<td>ALLEGRA PRINT &amp; IMAGING</td>
<td>935.00</td>
</tr>
<tr>
<td>252179</td>
<td>005736</td>
<td></td>
<td>ASB DISTRIBUTORS</td>
<td>69.90</td>
</tr>
<tr>
<td>252180</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>42.88</td>
</tr>
<tr>
<td>252181</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>36.90</td>
</tr>
<tr>
<td>252182</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>1,154.08</td>
</tr>
<tr>
<td>252183</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>223.13</td>
</tr>
<tr>
<td>252184</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>236.21</td>
</tr>
<tr>
<td>252185</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>42.88</td>
</tr>
<tr>
<td>252186</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>86.20</td>
</tr>
<tr>
<td>252190</td>
<td>*</td>
<td>006759</td>
<td>AT&amp;T</td>
<td>1,000.00</td>
</tr>
<tr>
<td>252194</td>
<td>007345</td>
<td></td>
<td>BEVERLY HILLS ACE</td>
<td>24.27</td>
</tr>
<tr>
<td>252195</td>
<td>007624</td>
<td></td>
<td>BIRMINGHAM OIL CHANGE CENTER, LLC</td>
<td>106.18</td>
</tr>
<tr>
<td>252196</td>
<td>006953</td>
<td></td>
<td>JACQUELYN BRITO</td>
<td>132.73</td>
</tr>
<tr>
<td>252198</td>
<td>006520</td>
<td></td>
<td>BS&amp;A SOFTWARE, INC</td>
<td>2,317.00</td>
</tr>
<tr>
<td>252200</td>
<td>002067</td>
<td></td>
<td>CENTRAL PARKING SYSTEM</td>
<td>120.00</td>
</tr>
<tr>
<td>252202</td>
<td>*</td>
<td>007744</td>
<td>MOHAMED F. CHAMMAA</td>
<td>43.33</td>
</tr>
<tr>
<td>252203</td>
<td>000605</td>
<td></td>
<td>CINTAS CORPORATION</td>
<td>74.02</td>
</tr>
<tr>
<td>252205</td>
<td>001054</td>
<td></td>
<td>CITY OF TROY</td>
<td>3,293.24</td>
</tr>
<tr>
<td>252206</td>
<td>*</td>
<td>008044</td>
<td>CLUB PROPHET</td>
<td>590.00</td>
</tr>
<tr>
<td>252207</td>
<td>*</td>
<td>004188</td>
<td>COFFEE BREAK SERVICE, INC.</td>
<td>78.00</td>
</tr>
<tr>
<td>252208</td>
<td>*</td>
<td>007625</td>
<td>COMCAST</td>
<td>264.35</td>
</tr>
<tr>
<td>252210</td>
<td>*</td>
<td>002668</td>
<td>CONTRACTORS CLOTHING CO</td>
<td>119.25</td>
</tr>
<tr>
<td>252211</td>
<td>*</td>
<td>002124</td>
<td>COUGAR SALES &amp; RENTAL INC</td>
<td>174.65</td>
</tr>
<tr>
<td>252212</td>
<td>*</td>
<td>006971</td>
<td>CYCLESAFE</td>
<td>9,118.00</td>
</tr>
<tr>
<td>252213</td>
<td>008005</td>
<td></td>
<td>DE LAGE LANDEN FINANCIAL SVCS INC</td>
<td>173.75</td>
</tr>
<tr>
<td>252214</td>
<td>000177</td>
<td></td>
<td>DELWOOD SUPPLY</td>
<td>6.53</td>
</tr>
<tr>
<td>252215</td>
<td>008191</td>
<td></td>
<td>DETROIT JEWISH NEWS</td>
<td>316.00</td>
</tr>
<tr>
<td>252216</td>
<td>000565</td>
<td></td>
<td>DORNBOS SIGN &amp; SAFETY INC</td>
<td>404.97</td>
</tr>
<tr>
<td>252217</td>
<td>001035</td>
<td></td>
<td>DOUGLASS SAFETY SYSTEMS LLC</td>
<td>62.12</td>
</tr>
<tr>
<td>252220</td>
<td>001077</td>
<td></td>
<td>DUNCAN PARKING TECH INC</td>
<td>1,622.46</td>
</tr>
<tr>
<td>252221</td>
<td>000493</td>
<td></td>
<td>ED RINKE CHEVROLET BUICK GMC</td>
<td>717.55</td>
</tr>
</tbody>
</table>
### City of Birmingham  
**Warrant List Dated 08/16/2017**

<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>252222</td>
<td>*</td>
<td>007538</td>
<td>EGANIX, INC.</td>
<td>720.00</td>
</tr>
<tr>
<td>252223</td>
<td></td>
<td>007399</td>
<td>EL CENTRAL HISPANIC NEWS</td>
<td>180.00</td>
</tr>
<tr>
<td>252224</td>
<td></td>
<td>008308</td>
<td>ERADICO PEST SERVICES</td>
<td>38.00</td>
</tr>
<tr>
<td>252225</td>
<td></td>
<td>001495</td>
<td>ETNA SUPPLY</td>
<td>1,920.00</td>
</tr>
<tr>
<td>252226</td>
<td></td>
<td>000207</td>
<td>EZELL SUPPLY CORPORATION</td>
<td>294.36</td>
</tr>
<tr>
<td>252228</td>
<td>*</td>
<td>000213</td>
<td>FIRE DEFENSE EQUIP CO INC</td>
<td>172.41</td>
</tr>
<tr>
<td>252229</td>
<td></td>
<td>006181</td>
<td>FIRST CHOICE COFFEE SERV</td>
<td>140.45</td>
</tr>
<tr>
<td>252230</td>
<td></td>
<td>000223</td>
<td>GASOW VETERINARY</td>
<td>159.00</td>
</tr>
<tr>
<td>252231</td>
<td></td>
<td>004604</td>
<td>GORDON FOOD</td>
<td>1,368.84</td>
</tr>
<tr>
<td>252232</td>
<td></td>
<td>007347</td>
<td>GREAT LAKES AWARDS, LLC</td>
<td>121.25</td>
</tr>
<tr>
<td>252234</td>
<td>*</td>
<td>007473</td>
<td>DONALD GRIER</td>
<td>165.85</td>
</tr>
<tr>
<td>252236</td>
<td></td>
<td>001447</td>
<td>HALT FIRE INC</td>
<td>240.11</td>
</tr>
<tr>
<td>252237</td>
<td></td>
<td>006153</td>
<td>HARRY'S ARMY SURPLUS</td>
<td>65.00</td>
</tr>
<tr>
<td>252240</td>
<td></td>
<td>004837</td>
<td>IDEACORE, LLC</td>
<td>75.00</td>
</tr>
<tr>
<td>252242</td>
<td></td>
<td>000344</td>
<td>J.T. EXPRESS, LTD.</td>
<td>2,984.34</td>
</tr>
<tr>
<td>252243</td>
<td></td>
<td>003823</td>
<td>JAY'S SEPTIC TANK SERVICE</td>
<td>330.00</td>
</tr>
<tr>
<td>252244</td>
<td></td>
<td>003458</td>
<td>JOE'S AUTO PARTS, INC.</td>
<td>301.48</td>
</tr>
<tr>
<td>252245</td>
<td></td>
<td>004088</td>
<td>KGM DISTRIBUTORS INC</td>
<td>368.00</td>
</tr>
<tr>
<td>252246</td>
<td></td>
<td>008147</td>
<td>KIMBALL MIDWEST</td>
<td>61.06</td>
</tr>
<tr>
<td>252247</td>
<td></td>
<td>004085</td>
<td>KONE INC</td>
<td>369.51</td>
</tr>
<tr>
<td>252249</td>
<td></td>
<td>005550</td>
<td>LEE &amp; ASSOCIATES CO., INC.</td>
<td>1,297.60</td>
</tr>
<tr>
<td>252250</td>
<td>*</td>
<td>004931</td>
<td>LOCKBOX IPT BY BIDNET</td>
<td>1,132.65</td>
</tr>
<tr>
<td>252253</td>
<td></td>
<td>000888</td>
<td>MCKENNA ASSOCIATES INC</td>
<td>37,226.25</td>
</tr>
<tr>
<td>252254</td>
<td></td>
<td>008477</td>
<td>MEDIANEWS - 21CM ADVERTISING</td>
<td>1,436.11</td>
</tr>
<tr>
<td>252256</td>
<td></td>
<td>007833</td>
<td>MICHIGAN ASSOCIATION OF PLANNING</td>
<td>410.00</td>
</tr>
<tr>
<td>252257</td>
<td></td>
<td>000377</td>
<td>MICHIGAN MUNICIPAL LEAGUE</td>
<td>143.50</td>
</tr>
<tr>
<td>252258</td>
<td></td>
<td>006461</td>
<td>MID AMERICA RINK SERVICES</td>
<td>31.50</td>
</tr>
<tr>
<td>252259</td>
<td>*</td>
<td>008509</td>
<td>MOBILE DUELING PIANOS</td>
<td>1,750.00</td>
</tr>
<tr>
<td>252261</td>
<td></td>
<td>001194</td>
<td>NELSON BROTHERS SEWER</td>
<td>228.00</td>
</tr>
<tr>
<td>252262</td>
<td></td>
<td>007755</td>
<td>NETWORK SERVICES COMPANY</td>
<td>966.11</td>
</tr>
<tr>
<td>252263</td>
<td></td>
<td>006359</td>
<td>NYE UNIFORM COMPANY</td>
<td>258.00</td>
</tr>
<tr>
<td>252264</td>
<td>*</td>
<td>000477</td>
<td>OAKLAND COUNTY</td>
<td>412,730.68</td>
</tr>
<tr>
<td>252266</td>
<td></td>
<td>000675</td>
<td>OAKLAND SCHOOLS</td>
<td>4,481.98</td>
</tr>
<tr>
<td>252267</td>
<td></td>
<td>004370</td>
<td>OCCUPATIONAL HEALTH CENTERS</td>
<td>244.50</td>
</tr>
<tr>
<td>252270</td>
<td>*</td>
<td>003588</td>
<td>PATRIOT 2000 INC.</td>
<td>562.63</td>
</tr>
<tr>
<td>252271</td>
<td></td>
<td>006853</td>
<td>PAUL C SCOTT PLUMBING INC</td>
<td>615.72</td>
</tr>
<tr>
<td>252272</td>
<td>*</td>
<td>001341</td>
<td>PIFER GOLF CARS INC</td>
<td>571.15</td>
</tr>
<tr>
<td>252273</td>
<td></td>
<td>002518</td>
<td>PITNEY BOWES INC</td>
<td>161.49</td>
</tr>
<tr>
<td>252274</td>
<td></td>
<td>008269</td>
<td>PREMIER SAFETY</td>
<td>1,395.69</td>
</tr>
<tr>
<td>252275</td>
<td></td>
<td>004599</td>
<td>QUALIFICATION TARGETS, INC</td>
<td>279.96</td>
</tr>
<tr>
<td>252276</td>
<td>*</td>
<td>004137</td>
<td>R &amp; R FIRE TRUCK REPAIR INC</td>
<td>4,684.50</td>
</tr>
<tr>
<td>252277</td>
<td></td>
<td>007305</td>
<td>REFRIGERATION SERVICE PLUS</td>
<td>293.00</td>
</tr>
<tr>
<td>252278</td>
<td></td>
<td>008510</td>
<td>RENTAL WORLD</td>
<td>576.00</td>
</tr>
</tbody>
</table>
### City of Birmingham

**Warrant List Dated 08/16/2017**

<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>252279</td>
<td></td>
<td>000286</td>
<td>RESIDEX LLC</td>
<td>3,562.25</td>
</tr>
<tr>
<td>252280</td>
<td>*</td>
<td>003554</td>
<td>RKA PETROLEUM</td>
<td>14,832.97</td>
</tr>
<tr>
<td>252281</td>
<td></td>
<td>001181</td>
<td>ROSE PEST SOLUTIONS</td>
<td>211.00</td>
</tr>
<tr>
<td>252282</td>
<td></td>
<td>000218</td>
<td>ROYAL OAK P.D.Q. LLC</td>
<td>97.45</td>
</tr>
<tr>
<td>252283</td>
<td></td>
<td>007697</td>
<td>SAVE THE MOMENT</td>
<td>89.00</td>
</tr>
<tr>
<td>252284</td>
<td>*</td>
<td>007897</td>
<td>JEFFREY SCAIFE</td>
<td>594.00</td>
</tr>
<tr>
<td>252285</td>
<td></td>
<td>007142</td>
<td>SHERWIN-WILLIAMS COMPANY</td>
<td>22.17</td>
</tr>
<tr>
<td>252286</td>
<td></td>
<td>004202</td>
<td>SHRED-IT USA</td>
<td>442.80</td>
</tr>
<tr>
<td>252288</td>
<td>*</td>
<td>008073</td>
<td>SITEONE LANDSCAPE SUPPLY, INC</td>
<td>185.64</td>
</tr>
<tr>
<td>252289</td>
<td></td>
<td>000256</td>
<td>SOMERSET BUICK GMC INC</td>
<td>247.53</td>
</tr>
<tr>
<td>252290</td>
<td></td>
<td>005787</td>
<td>SOUTHEASTERN EQUIPMENT CO. INC</td>
<td>28.66</td>
</tr>
<tr>
<td>252292</td>
<td></td>
<td>000260</td>
<td>SPARTAN DISTRIBUTORS INC</td>
<td>81.68</td>
</tr>
<tr>
<td>252294</td>
<td></td>
<td>004355</td>
<td>SYMETRA LIFE INSURANCE COMPANY</td>
<td>29,693.08</td>
</tr>
<tr>
<td>252297</td>
<td>*</td>
<td>008371</td>
<td>TREDOC TIRE SERVICES</td>
<td>130.00</td>
</tr>
<tr>
<td>252298</td>
<td></td>
<td>004320</td>
<td>TRI-COUNTY POWER RODDING, INC</td>
<td>900.00</td>
</tr>
<tr>
<td>252300</td>
<td></td>
<td>007226</td>
<td>VALLEY CITY LINEN</td>
<td>58.10</td>
</tr>
<tr>
<td>252301</td>
<td></td>
<td>008411</td>
<td>VARIPRO</td>
<td>782.00</td>
</tr>
<tr>
<td>252305</td>
<td>*</td>
<td>003890</td>
<td>LAUREN WOOD</td>
<td>525.00</td>
</tr>
<tr>
<td>252307</td>
<td></td>
<td>007083</td>
<td>XEROX CORPORATION</td>
<td>507.81</td>
</tr>
</tbody>
</table>

Sub Total Checks: $564,613.65
Sub Total ACH: $61,416.33
Grand Total: $626,029.98

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

Mark Gerber
Finance Director/ Treasurer

*Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.*
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Transfer Date</th>
<th>Transfer Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automated Benefit Services, Inc.</td>
<td>8/15/2017</td>
<td>61,416.33</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>61,416.33</strong></td>
</tr>
<tr>
<td>Check Number</td>
<td>Early Release</td>
<td>Vendor #</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>-----------</td>
</tr>
<tr>
<td>252310</td>
<td>*</td>
<td>000855</td>
</tr>
<tr>
<td>252311</td>
<td>*</td>
<td>000855</td>
</tr>
<tr>
<td>252312</td>
<td>*</td>
<td>006965</td>
</tr>
<tr>
<td>252313</td>
<td></td>
<td>002284</td>
</tr>
<tr>
<td>252315</td>
<td></td>
<td>007266</td>
</tr>
<tr>
<td>252316</td>
<td></td>
<td>003708</td>
</tr>
<tr>
<td>252318</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252320</td>
<td>*</td>
<td>007112</td>
</tr>
<tr>
<td>252321</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252322</td>
<td>*</td>
<td>007437</td>
</tr>
<tr>
<td>252323</td>
<td></td>
<td>007479</td>
</tr>
<tr>
<td>252324</td>
<td>*</td>
<td>006759</td>
</tr>
<tr>
<td>252325</td>
<td>*</td>
<td>006759</td>
</tr>
<tr>
<td>252326</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252327</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252328</td>
<td></td>
<td>004027</td>
</tr>
<tr>
<td>252329</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252335</td>
<td>*</td>
<td>000517</td>
</tr>
<tr>
<td>252336</td>
<td></td>
<td>000518</td>
</tr>
<tr>
<td>252337</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252338</td>
<td></td>
<td>007345</td>
</tr>
<tr>
<td>252340</td>
<td></td>
<td>002231</td>
</tr>
<tr>
<td>252341</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252342</td>
<td>*</td>
<td>008546</td>
</tr>
<tr>
<td>252343</td>
<td>*</td>
<td>008547</td>
</tr>
<tr>
<td>252344</td>
<td></td>
<td>007624</td>
</tr>
<tr>
<td>252345</td>
<td>*</td>
<td>001086</td>
</tr>
<tr>
<td>252346</td>
<td>*</td>
<td>001086</td>
</tr>
<tr>
<td>252348</td>
<td>*</td>
<td>006953</td>
</tr>
<tr>
<td>252349</td>
<td></td>
<td>007772</td>
</tr>
<tr>
<td>252352</td>
<td>*</td>
<td>006177</td>
</tr>
<tr>
<td>252353</td>
<td></td>
<td>003907</td>
</tr>
<tr>
<td>252355</td>
<td>*</td>
<td>004444</td>
</tr>
<tr>
<td>252358</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252359</td>
<td>*</td>
<td>008540</td>
</tr>
<tr>
<td>252360</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252361</td>
<td></td>
<td>006605</td>
</tr>
<tr>
<td>252362</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252363</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252364</td>
<td>*</td>
<td>008006</td>
</tr>
<tr>
<td>252365</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252366</td>
<td></td>
<td>002234</td>
</tr>
</tbody>
</table>

- **City of Birmingham**
- **Warrant List Dated**: 08/23/2017
<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>252367</td>
<td></td>
<td>004026</td>
<td>COFINITY</td>
<td>1,323.00</td>
</tr>
<tr>
<td>252368</td>
<td></td>
<td>000979</td>
<td>COMERICA BANK</td>
<td>2,249.91</td>
</tr>
<tr>
<td>252369</td>
<td>MISC</td>
<td></td>
<td>COMMONWEALTH</td>
<td>100.00</td>
</tr>
<tr>
<td>252370</td>
<td>*</td>
<td>000627</td>
<td>CONSUMERS ENERGY</td>
<td>363.76</td>
</tr>
<tr>
<td>252371</td>
<td></td>
<td>004386</td>
<td>CYENERGY PRODUCTS</td>
<td>1,100.00</td>
</tr>
<tr>
<td>252374</td>
<td>MISC</td>
<td></td>
<td>DAN LYNCH</td>
<td>1,900.00</td>
</tr>
<tr>
<td>252375</td>
<td>*</td>
<td>000956</td>
<td>DELTA TEMP INC</td>
<td>4,993.00</td>
</tr>
<tr>
<td>252376</td>
<td></td>
<td>006907</td>
<td>DENTEMAX, LLC</td>
<td>136.80</td>
</tr>
<tr>
<td>252377</td>
<td>*</td>
<td>005125</td>
<td>DEVIN DEROECK</td>
<td>80.00</td>
</tr>
<tr>
<td>252378</td>
<td></td>
<td>005115</td>
<td>DETROIT NEWSPAPER PARTNERSHIP</td>
<td>2,961.20</td>
</tr>
<tr>
<td>252379</td>
<td>*</td>
<td>006077</td>
<td>DI PONIO CONTRACTING INC</td>
<td>375,754.95</td>
</tr>
<tr>
<td>252380</td>
<td>MISC</td>
<td></td>
<td>DONALD A BOSCO BUILDING INC</td>
<td>2,000.00</td>
</tr>
<tr>
<td>252381</td>
<td>*</td>
<td>006700</td>
<td>DRV CONTRACTORS, LLC</td>
<td>133,749.00</td>
</tr>
<tr>
<td>252382</td>
<td>*</td>
<td>000180</td>
<td>DTE ENERGY</td>
<td>6,320.39</td>
</tr>
<tr>
<td>252383</td>
<td></td>
<td>001077</td>
<td>DUNCAN PARKING TECH INC</td>
<td>5,310.24</td>
</tr>
<tr>
<td>252384</td>
<td>MISC</td>
<td></td>
<td>EDMUND S ARONOWITZ &amp; ELISE M GILBER</td>
<td>5,000.00</td>
</tr>
<tr>
<td>252385</td>
<td></td>
<td>008474</td>
<td>ELITE DEFENSE</td>
<td>13,937.04</td>
</tr>
<tr>
<td>252386</td>
<td></td>
<td>008308</td>
<td>ERADICO PEST SERVICES</td>
<td>66.00</td>
</tr>
<tr>
<td>252387</td>
<td></td>
<td>008131</td>
<td>FINISHMASTER</td>
<td>455.70</td>
</tr>
<tr>
<td>252388</td>
<td></td>
<td>007366</td>
<td>FIRST ADVANTAGE OCCUPATIONAL</td>
<td>15.00</td>
</tr>
<tr>
<td>252389</td>
<td></td>
<td>006181</td>
<td>FIRST CHOICE COFFEE SERV</td>
<td>144.95</td>
</tr>
<tr>
<td>252392</td>
<td></td>
<td>006699</td>
<td>GEAR FOR SPORTS, INC</td>
<td>420.00</td>
</tr>
<tr>
<td>252393</td>
<td>MISC</td>
<td></td>
<td>GILBERT HOMES INC</td>
<td>900.00</td>
</tr>
<tr>
<td>252394</td>
<td></td>
<td>001771</td>
<td>GOLF ASSOC. OF MICHIGAN</td>
<td>200.00</td>
</tr>
<tr>
<td>252395</td>
<td></td>
<td>004604</td>
<td>GORDON FOOD</td>
<td>2,380.77</td>
</tr>
<tr>
<td>252396</td>
<td>MISC</td>
<td></td>
<td>GOUGH, M BEVERLY</td>
<td>300.00</td>
</tr>
<tr>
<td>252397</td>
<td></td>
<td>000243</td>
<td>GRAINGER</td>
<td>117.72</td>
</tr>
<tr>
<td>252398</td>
<td></td>
<td>004983</td>
<td>GREAT AMERICAN BUSINESS PRODUCTS</td>
<td>221.76</td>
</tr>
<tr>
<td>252399</td>
<td></td>
<td>007347</td>
<td>GREAT LAKES AWARDS, LLC</td>
<td>38.50</td>
</tr>
<tr>
<td>252400</td>
<td></td>
<td>008382</td>
<td>GREAT LAKES PORTABLE STORAGE LLC</td>
<td>169.00</td>
</tr>
<tr>
<td>252402</td>
<td></td>
<td>000249</td>
<td>GUARDIAN ALARM</td>
<td>224.03</td>
</tr>
<tr>
<td>252403</td>
<td>MISC</td>
<td></td>
<td>GUERRIERI, ROBERT</td>
<td>900.00</td>
</tr>
<tr>
<td>252404</td>
<td></td>
<td>001531</td>
<td>GUNNERS METER &amp; PARTS INC</td>
<td>4,355.00</td>
</tr>
<tr>
<td>252406</td>
<td></td>
<td>006346</td>
<td>HARRELL'S LLC</td>
<td>514.08</td>
</tr>
<tr>
<td>252407</td>
<td>MISC</td>
<td></td>
<td>HARTFORD AND RATLIFF COMPANY INC</td>
<td>200.00</td>
</tr>
<tr>
<td>252408</td>
<td></td>
<td>007339</td>
<td>HIGHEST HONOR, INC</td>
<td>785.50</td>
</tr>
<tr>
<td>252409</td>
<td>MISC</td>
<td></td>
<td>HM HOMES LLC</td>
<td>2,500.00</td>
</tr>
<tr>
<td>252412</td>
<td>*</td>
<td>001956</td>
<td>HOME DEPOT CREDIT SERVICES</td>
<td>3,903.07</td>
</tr>
<tr>
<td>252413</td>
<td>MISC</td>
<td></td>
<td>HOME DEPOT USA INC</td>
<td>100.00</td>
</tr>
<tr>
<td>252414</td>
<td>MISC</td>
<td></td>
<td>HOME INSPECTION PLUS INC</td>
<td>200.00</td>
</tr>
<tr>
<td>252415</td>
<td>MISC</td>
<td></td>
<td>HUBBARD, MARK</td>
<td>20,000.00</td>
</tr>
<tr>
<td>252416</td>
<td></td>
<td>000331</td>
<td>HUBBELL ROTH &amp; CLARK INC</td>
<td>680.96</td>
</tr>
<tr>
<td>252419</td>
<td></td>
<td>000342</td>
<td>INTERSTATE BATTERY SYSTEM</td>
<td>206.90</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>252420</td>
<td></td>
<td>000261</td>
<td>J.H. HART URBAN FORESTRY</td>
<td>56,915.74</td>
</tr>
<tr>
<td>252421</td>
<td></td>
<td>000186</td>
<td>JACK DOHENY COMPANIES INC</td>
<td>1,336.23</td>
</tr>
<tr>
<td>252422</td>
<td></td>
<td>003458</td>
<td>JOE'S AUTO PARTS, INC.</td>
<td>274.66</td>
</tr>
<tr>
<td>252424</td>
<td></td>
<td>006370</td>
<td>KLM SCAPE &amp; SNOW LLC</td>
<td>2,885.00</td>
</tr>
<tr>
<td>252425</td>
<td>*</td>
<td>000352</td>
<td>JILL KOLAITIS</td>
<td>1,686.00</td>
</tr>
<tr>
<td>252426</td>
<td></td>
<td>005876</td>
<td>KROPP MECHANICAL SERVICE COMPANY</td>
<td>3,149.08</td>
</tr>
<tr>
<td>252427</td>
<td>MISC</td>
<td></td>
<td>LAHO, ANDON</td>
<td>100.00</td>
</tr>
<tr>
<td>252431</td>
<td>MISC</td>
<td></td>
<td>LEVINE &amp; SONS INC</td>
<td>829.56</td>
</tr>
<tr>
<td>252433</td>
<td></td>
<td>008362</td>
<td>LIFEAID</td>
<td>85.92</td>
</tr>
<tr>
<td>252436</td>
<td>MISC</td>
<td></td>
<td>LMB PROPERTIES LLC</td>
<td>1,400.00</td>
</tr>
<tr>
<td>252437</td>
<td></td>
<td>004931</td>
<td>LOCKBOX IPT BY BIDNET</td>
<td>811.44</td>
</tr>
<tr>
<td>252438</td>
<td></td>
<td>008158</td>
<td>LOGICALIS INC</td>
<td>9,700.00</td>
</tr>
<tr>
<td>252439</td>
<td></td>
<td>008542</td>
<td>LOW VOLUME POWDER</td>
<td>100.67</td>
</tr>
<tr>
<td>252442</td>
<td></td>
<td>003934</td>
<td>MADISON GENERATOR SERVICE INC</td>
<td>189.00</td>
</tr>
<tr>
<td>252445</td>
<td></td>
<td>003099</td>
<td>MICHIGAN POLICE EQUIP.</td>
<td>276.00</td>
</tr>
<tr>
<td>252447</td>
<td></td>
<td>007378</td>
<td>MIDAS AUTO SERVICE CENTER</td>
<td>260.82</td>
</tr>
<tr>
<td>252451</td>
<td></td>
<td>000649</td>
<td>MML WORKERS' COMP FUND</td>
<td>51,528.00</td>
</tr>
<tr>
<td>252452</td>
<td></td>
<td>007163</td>
<td>MOBILE HEALTH RESOURCES</td>
<td>2,040.00</td>
</tr>
<tr>
<td>252455</td>
<td>MISC</td>
<td></td>
<td>MUNICIPAL CODE CORP.</td>
<td>1,144.00</td>
</tr>
<tr>
<td>252456</td>
<td>MISC</td>
<td></td>
<td>MURRAY BUILT CONSTRUCTION</td>
<td>100.00</td>
</tr>
<tr>
<td>252457</td>
<td></td>
<td>006289</td>
<td>NATIONAL ELEVATOR CONSULTANTS, INC.</td>
<td>3,600.00</td>
</tr>
<tr>
<td>252460</td>
<td></td>
<td>007755</td>
<td>NETWORK SERVICES COMPANY</td>
<td>74.52</td>
</tr>
<tr>
<td>252461</td>
<td></td>
<td>001864</td>
<td>NOWAK &amp; FRAUS ENGINEERS</td>
<td>14,768.92</td>
</tr>
<tr>
<td>252462</td>
<td></td>
<td>006359</td>
<td>NYE UNIFORM COMPANY</td>
<td>43.50</td>
</tr>
<tr>
<td>252463</td>
<td></td>
<td>001450</td>
<td>OAKLAND COUNTY PKS &amp; REC COMM.</td>
<td>140.00</td>
</tr>
<tr>
<td>252464</td>
<td>*</td>
<td>003461</td>
<td>OBSERVER &amp; ECCENTRIC</td>
<td>749.34</td>
</tr>
<tr>
<td>252465</td>
<td></td>
<td>004370</td>
<td>OCCUPATIONAL HEALTH CENTERS</td>
<td>149.50</td>
</tr>
<tr>
<td>252469</td>
<td>MISC</td>
<td></td>
<td>PCI INDUSTRIES, INC.</td>
<td>200.00</td>
</tr>
<tr>
<td>252470</td>
<td>MISC</td>
<td></td>
<td>PELLA WINDOWS AND DOORS</td>
<td>1,000.00</td>
</tr>
<tr>
<td>252472</td>
<td>*</td>
<td>001753</td>
<td>PEPSI COLA</td>
<td>421.44</td>
</tr>
<tr>
<td>252474</td>
<td>MISC</td>
<td></td>
<td>PETERSON WIAND BOES &amp; CO</td>
<td>6,400.00</td>
</tr>
<tr>
<td>252475</td>
<td>MISC</td>
<td></td>
<td>PETERSON, WIAND, BOES &amp; COMPANY</td>
<td>1,400.00</td>
</tr>
<tr>
<td>252476</td>
<td></td>
<td>001341</td>
<td>PIFER GOLF CARS INC</td>
<td>10,750.00</td>
</tr>
<tr>
<td>252477</td>
<td>*</td>
<td>001341</td>
<td>PIFER GOLF CARS INC</td>
<td>4,975.00</td>
</tr>
<tr>
<td>252478</td>
<td>MISC</td>
<td></td>
<td>PRM CUSTOM BUILDERS LLC</td>
<td>10,900.00</td>
</tr>
<tr>
<td>252479</td>
<td></td>
<td>006697</td>
<td>PROGRESSIVE IRRIGATION, INC</td>
<td>17,816.00</td>
</tr>
<tr>
<td>252480</td>
<td>*</td>
<td></td>
<td>RAY BABI CONSTRUCTION</td>
<td>35.57</td>
</tr>
<tr>
<td>252481</td>
<td>*</td>
<td>006365</td>
<td>RCM HEADSETS</td>
<td>201.00</td>
</tr>
<tr>
<td>252482</td>
<td>*</td>
<td>008404</td>
<td>PETE REALY</td>
<td>98.96</td>
</tr>
<tr>
<td>252484</td>
<td>*</td>
<td>000286</td>
<td>RESIDEX LLC</td>
<td>309.08</td>
</tr>
<tr>
<td>252485</td>
<td></td>
<td>002566</td>
<td>REYNOLDS WATER</td>
<td>169.20</td>
</tr>
<tr>
<td>252486</td>
<td>*</td>
<td>003554</td>
<td>RKA PETROLEUM</td>
<td>971.11</td>
</tr>
<tr>
<td>252488</td>
<td></td>
<td>006497</td>
<td>RNA FACILITIES MANAGEMENT</td>
<td>2,210.00</td>
</tr>
</tbody>
</table>
# City of Birmingham
## Warrant List Dated 08/23/2017

<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>252489</td>
<td></td>
<td>006497</td>
<td>RNA FACILITIES MANAGEMENT</td>
<td>2,210.00</td>
</tr>
<tr>
<td>252490</td>
<td>MISC</td>
<td></td>
<td>ROOFING SOLUTIONS LLC</td>
<td>100.00</td>
</tr>
<tr>
<td>252492</td>
<td>MISC</td>
<td></td>
<td>SCOTT QUALITY HOMES II LLC</td>
<td>200.00</td>
</tr>
<tr>
<td>252493</td>
<td>MISC</td>
<td></td>
<td>SHIFT DIGITAL</td>
<td>100.00</td>
</tr>
<tr>
<td>252495</td>
<td></td>
<td>004202</td>
<td>SHRED-IT USA</td>
<td>104.55</td>
</tr>
<tr>
<td>252496</td>
<td>*</td>
<td>000254</td>
<td>SOCRRRA</td>
<td>133,321.00</td>
</tr>
<tr>
<td>252497</td>
<td></td>
<td>000256</td>
<td>SOMERSET BUICK GMC INC</td>
<td>74.95</td>
</tr>
<tr>
<td>252499</td>
<td></td>
<td>000260</td>
<td>SPARTAN DISTRIBUTORS INC</td>
<td>93.06</td>
</tr>
<tr>
<td>252500</td>
<td></td>
<td>006783</td>
<td>STATE OF MICHIGAN</td>
<td>30.00</td>
</tr>
<tr>
<td>252501</td>
<td></td>
<td>006376</td>
<td>SUBURBAN CHRYSLER DODGE JEEP - TROY</td>
<td>98.03</td>
</tr>
<tr>
<td>252503</td>
<td>MISC</td>
<td></td>
<td>SWARTZ BUILDERS CO</td>
<td>300.00</td>
</tr>
<tr>
<td>252504</td>
<td>MISC</td>
<td></td>
<td>TEMPLE BETH EL</td>
<td>4.00</td>
</tr>
<tr>
<td>252507</td>
<td></td>
<td>000941</td>
<td>TIME EMERGENCY EQUIPMENT</td>
<td>2,093.00</td>
</tr>
<tr>
<td>252508</td>
<td></td>
<td>004692</td>
<td>TRANSPARENT WINDOW CLEANING</td>
<td>1,296.00</td>
</tr>
<tr>
<td>252509</td>
<td></td>
<td>000278</td>
<td>TROY AUTO GLASS CO INC</td>
<td>299.25</td>
</tr>
<tr>
<td>252510</td>
<td></td>
<td>006881</td>
<td>TUUCI, LLC.</td>
<td>4,372.00</td>
</tr>
<tr>
<td>252511</td>
<td></td>
<td>005806</td>
<td>ULINE</td>
<td>1,306.43</td>
</tr>
<tr>
<td>252514</td>
<td></td>
<td>007226</td>
<td>VALLEY CITY LINEN</td>
<td>160.20</td>
</tr>
<tr>
<td>252515</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>120.12</td>
</tr>
<tr>
<td>252516</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>395.14</td>
</tr>
<tr>
<td>252517</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>50.49</td>
</tr>
<tr>
<td>252518</td>
<td>*</td>
<td>000158</td>
<td>VERIZON WIRELESS</td>
<td>50.54</td>
</tr>
<tr>
<td>252519</td>
<td></td>
<td>000969</td>
<td>VIGILANTE SECURITY INC</td>
<td>220.50</td>
</tr>
<tr>
<td>252520</td>
<td>*</td>
<td>002974</td>
<td>VILLAGE OF BEVERLY HILLS</td>
<td>136,554.50</td>
</tr>
<tr>
<td>252521</td>
<td>*</td>
<td>005794</td>
<td>WINDSTREAM</td>
<td>722.33</td>
</tr>
</tbody>
</table>

Sub Total Checks: $1,214,415.49  
Sub Total ACH: $4,890,612.61  
Grand Total: $6,105,028.10

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 8/23/2017

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Transfer Date</th>
<th>Transfer Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birmingham Schools</td>
<td>8/15/2017</td>
<td>1,914,861.57</td>
</tr>
<tr>
<td>Oakland County Treasurer</td>
<td>8/15/2017</td>
<td>2,874,582.63</td>
</tr>
<tr>
<td>Automated Benefit Services, Inc.</td>
<td>8/21/2017</td>
<td>101,168.41</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>4,890,612.61</strong></td>
</tr>
</tbody>
</table>


DATE: July 31, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Ice Show Director Contract

Attached is the proposed one year contract for the Ice Show Director to continue a third season serving in this capacity for the City of Birmingham. Since 2015, you will recall we split the Ice Skating Director duties into two contractual positions. One individual serves as the Ice Show Director and the other as the Skating Director. I recommend we continue another ice season with a Contractor as the Ice Show Director for the annual Ice Show. The proposed contract language, as attached, follows our standard contract language format.

This new position title began as Ice Show Manager in 2015, after a recruitment for this specialized position including conducting interviews of the prospective candidates. As a result, we entered into a contractual agreement on November 16, 2015 with Brenda Willhite, as an Independent Contractor. During 2015 the earnings were approximately $6,000, working less than ten hours per week. In 2016 the hours were increased to not more than 15 hours per week. This year the hours are limited to not more than 12 hours per week which falls in line better with actual work requirements. Based on approximately thirty-eight weeks the anticipated expense for this position is about $9,120 for the new ice season.

The Ice Show Director Contract should begin annually during the month of September and runs until after the conclusion of the Ice Show in May. The contract term is only during the ice skating season. I am proposing a term beginning September 5, 2017 and ending by May 10, 2018. The 2017-2018 Ice Arena is underway, so I am proposing the Ice Show Director begins the season effective September 5, 2017 as an Independent Contractor. After the Ice Show a wrap-up and review period occurs with staff. There are a variety of functions and duties to perform in preparation for the Ice Show on a daily basis. A background investigation has been conducted and the Birmingham Police Department found nothing to prohibit entering into such a Contract.

SUGGESTED RESOLUTION:
To approve the Contract for Ice Show Director with Brenda Willhite effective September 5, 2017 up to and including May 10, 2018. Further, to authorize the Mayor and City Clerk to sign the Contract on behalf of the City of Birmingham upon receipt of all required insurances.
ICE SHOW DIRECTOR CONTRACT

This Contract is entered into this ___ day of ____________, 2017, by and between ___ Brenda Willhite ___ (hereinafter called the "Contractor") and the CITY OF BIRMINGHAM, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

RECITALS:

WHEREAS, the City wishes to hire a Director of the Birmingham Ice Show (CONTRACTOR); and,

WHEREAS, CONTRACTOR is willing and able to provide the services and experience for such a Director’s position;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR is hereby engaged as the Director of the Birmingham Ice Show. CONTRACTOR shall not work in excess of 12 hours per week without prior written approval from the Director of Public Services.

ANTICIPATED DATES OF CONTRACT TERM:
Tuesday, September 5, 2017 - Thursday, May 10, 2018

The contract period shall commence September 5, 2017 and shall terminate at the end of the day on May 10, 2018. Specific start and end date may vary and will be determined by the Director of Public Services.

TERMINATION CLAUSE:
The City of Birmingham shall give CONTRACTOR 10 days written notice if termination is to occur before end date listed above.

2. CONTRACTOR further agrees to provide a level of performance to achieve the desired results. Such required services will be pursuant to the following rate schedule:
ICE SHOW DIRECTOR RATE:

Hourly Rate: On/Off Ice $20.00/Hour
(Services may also include music production and choreographer)
Rate during Ice Show Rehearsals $20.00/ Hour
Rate during Tech. / Finale Rehearsals $20.00/ Hour
Rate during Ice Show Weekend $20.00/ Hour

3. In the performance of Director’s duties, CONTRACTOR shall have non-exclusive access to an office/desk work space, telephone, computer and other miscellaneous office equipment (collectively “Equipment”). CONTRACTOR acknowledges and agrees that use of the Equipment is solely for CONTRACTOR’S work associated with the Birmingham Ice Show. Use of the Equipment for any other purpose is strictly prohibited. CONTRACTOR shall ensure at all times that CONTRACTOR is acting as an independent contractor and shall not use the Equipment in any way to signify, suggest or appear that CONTRACTOR is working in any other capacity.

4. Independent Contractor. CONTRACTOR and the City of Birmingham (“City”) agree that CONTRACTOR is acting as an independent contractor and, as such, shall be liable for CONTRACTOR’S own actions. CONTRACTOR shall not be construed as an employee of the City or the Birmingham Ice Sports Arena. Nothing in this Contract shall be construed to imply a joint venture or partnership and neither party, by virtue of this Contract, shall have right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Neither the City nor the CONTRACTOR shall be construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as may be specifically provided in this Contract, and this Contract shall not be construed as a Contract of agency. The CONTRACTOR shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers’ compensation or any other employer contributions on behalf of the City. Before any payment is made to CONTRACTOR, a billing must be submitted to the Recreation Coordinator.

5. Indemnification. To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and others working on 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 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.

6. **Insurance.** CONTRACTOR shall procure and maintain during the life of this Contract, General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence combined single limit, including General Liability, Personal Injury, Bodily Injury, abuse and property damage acceptable to the City. Said insurance policy shall include an endorsement stating the following shall be Additional Insureds: “The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured whether any other available coverage is primary, contributing or excess.” Said insurance policy shall include an endorsement stating the following: “Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City Manager’s Office, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.” A certificate of insurance shall be provided to the City at the time this Contract is presented to this City for execution.

A. **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.

B. **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.

7. **Nepotism.** Subsequent to entering into this Contract, if any City official, his or her spouse, child or parent shall become directly or indirectly interested in the Contract, the City shall have the right to terminate the Contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.
8. **Settlement of Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If 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.

9. **Rules and Regulations of the City.** CONTRACTOR agrees to abide by and obey all rules, regulations, policies and procedures of the City of Birmingham and Ice Arena that may be in force at the time of this contract and which may be amended from time to time that the CONTRACTOR understands that the Director of Public Services or their designee has full authority to enforce said rules. Copies of the rules may be posted throughout the Ice Arena and obtained from the Ice Arena office.

10. **Background Check.** A criminal background check is required prior to City approval of the Contract. CONTRACTOR acknowledges and consents to such a criminal background check and authorizes the City to do so. CONTRACTOR agrees to provide the necessary information needed by the Birmingham Police Department to run the background check.

11. In consideration of the acceptance of this Contract with the City through the Birmingham Ice Sports Arena, CONTRACTOR and everyone acting with, by and through CONTRACTOR, do hereby waive, release and forever discharge any and all rights and claims for damages, losses and injuries which CONTRACTOR or CONTRACTOR’S group may have or which may hereafter accrue to them against the City or its officers, Directors, administrators, successors, employees, agents, officials and/or assigns for any and all damages which may be sustained or suffered by CONTRACTOR or its group, organization, in connection with the said association with this Contract.

12. **No Conflicts with City’s Skating Program.** While CONTRACTOR is able to perform ice skating instruction services outside of this Contract, either individually or through other entities, CONTRACTOR agrees that as consideration for entering into this Contract with the City, CONTRACTOR is prohibited from developing or participating in ice skating programs and events that are competitive to the City’s programs and events.
13. **Subcontracting.** CONTRACTOR shall not subcontract any part of this Contract without the prior written approval of the City.

14. **Laws.** This Contract shall be construed in accordance with the laws of the State of Michigan.

15. **Modification.** No modification of the Contract shall be binding upon the parties unless in writing and signed by both parties.

16. **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.

17. **Conformance To Iran Economic Sanctions Act**

A. Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Contractor, the CONTRACTOR must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

B. Each Contractor submitting a bid on this project shall include a letter with their bid certifying that they have full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. that the CONTRACTOR is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that CONTRACTOR is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Birmingham.
IN WITNESS WHEREOF, the parties execute this Contract.

WITNESSES:

By: Brenda Wilbur
CONTRACTOR

CITY OF BIRMINGHAM

By: Mark Nickita
Its: Mayor

By: J. Cherilynn Mysnberge
Its: City Clerk

Approved:

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

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

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

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

Brenda Willhite 8/16/17
PREPARED BY DATE
(Print Name)

City of Birmingham Ice Show 8/16/17
TITLE DATE
Director

Brenda Willhite Brendawillhite@hotmail.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

COMPANY

36601 Holiday Circle East. (586) 383-2380
ADDRESS Apt. 1 Clinton Twp., MI PHONE

NAME OF PARENT COMPANY PHONE

ADDRESS

TAXPAYER I.D.#
CERTIFICATE OF INSURANCE

PRINT DATE: 8/16/2017
CERTIFICATE NUMBER: 20170816034351

AGENCY:
ESIX, a division of Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

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

NAMED INSURED:

| Professional Skaters Association | Brenda Willhite |
| 3006 Allegro Park SW              | 3601 Holiday Circle East |
| Rochester MN 55902               | Clinton Township MI 49035 |

INSURERS AFFORDING COVERAGE:

INSURER A: National Casualty Co. NAIC #: 11991

POLICY/COVERAGE INFORMATION:

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

<table>
<thead>
<tr>
<th>INS</th>
<th>TYPE OF INSURANCE:</th>
<th>POLICY NUMBER(S):</th>
<th>EFFECTIVE:</th>
<th>EXPIRES:</th>
<th>LIMITS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>KRO00000006941100</td>
<td>7/1/2017</td>
<td>7/1/2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X Occurrence</td>
<td>12:31 AM</td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE (Per Coach) $5,000,000</td>
</tr>
<tr>
<td></td>
<td>X Participant Legal Liability</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td>X Professional Liability</td>
<td>12:31 AM</td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Each Occ.) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MEDICAL EXPENSE (Any one person) EXCLUDED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS-COMP/OP AGG $5,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions:

The certificate holder is an additional insured but only with respect to liability arising out of the operations of the named insured as per Form KR-GL-56(4/07): Additional
Insureds Owners and/or Lessees of Premises, Sponsors or Co-Promoters

EXCLUSION-DESIGNATED OPERATIONS: Non USA-based Instructors/Instruction & Office Premises Liability

The General Liability policy includes $1,000,000 Each Occurrence / $2,000,000 Aggregate Abuse or Molestation Coverage.

CERTIFICATE HOLDER:

City of Birmingham
151 Martin
Birmingham MI 48009

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:
Regular Member Valid Thru: 6/30/2018
Background Check Status: Green Light
CER Category: B
Insurance: Verified
PSA Membership: 6/30/2018
This Certifies that

WILLHITE, Brenda

Completed the online program

U.S. Figure Skating CER SS 101 "SAFETY TRAINING FOR FIGURE SKATING"

05/23/2017

Roca Resident
This Certificate that
WILLHITE, Brenda
Completed the online program
U.S. Figure Skating CERT 102 - "SKILLS FOR EFFECTIVE SKATING GROUP"

Date: 05/25/2017
Professional Skaters Association

This Certificate that

WILLHITE, Brenda

Completed the online program

U.S. Figure Skating CER ET 203 - "COACHING RELATIONSHIPS & STRATEGIES"

Date: 05/26/2017

[Signature]

[Signature]
City vehicle #579 is a 2010 Ford Crown Victoria patrol vehicle assigned to the Police Department. Due to its age and condition, the Department of Public Services recommends replacement based on the evaluation score as indicated below:

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>DESCRIPTION</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age</td>
<td>1 point each year of age</td>
<td>7</td>
</tr>
<tr>
<td>Miles/Hours</td>
<td>1 point each 10,000 miles of usage</td>
<td>8</td>
</tr>
<tr>
<td>Type of Service</td>
<td>Type 5 – Police, fire, and rescue service vehicles</td>
<td>5</td>
</tr>
<tr>
<td>Reliability</td>
<td>Level 3 – In shop more than twice within time period, no major breakdowns or road calls</td>
<td>3</td>
</tr>
<tr>
<td>M &amp; R Costs</td>
<td>Level 2 - 21-40% of replacement costs</td>
<td>2</td>
</tr>
<tr>
<td>Condition</td>
<td>Level 3 - Noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior, and a weak or noisy drive train</td>
<td>3</td>
</tr>
</tbody>
</table>

TOTAL POINTS 28+, POOR - needs priority replacement 28

The Department of Public Services recommends replacing this vehicle with a new 2018 Ford Police Interceptor through the State of Michigan extendable purchasing contract #071B1300005 – awarded to Gorno Ford, located in Woodhaven, Mich. – for a total expenditure of $30,637.00. Funds for this purchase are available in the Auto Equipment Fund, account #641-441.006-971.0100.

Upon delivery of the new vehicle – expected within 12-14 weeks – the old vehicle will be stripped of transferrable equipment and electronics and will be listed on the Michigan Governmental Trade Network for public auction.

SUGGESTED RESOLUTION:
To approve the purchase of one (1) new 2018 Ford Police Interceptor Utility from Gorno Ford through the State of Michigan extendable purchasing contract #071B1300005 in the amount of $30,637.00 from account #641-441.006.971.0100.
DATE: August 16, 2017

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: DPS Facility Generator Replacement

The DPS emergency generator is a critical piece of equipment that ensures continuity of the department’s 24-hour on-call operation. In late January 2016, after a series of malfunctions, inspectors discovered several faulty conditions with the 25-year-old generator. As the estimated costs associated with repairing or reconditioning the equipment began to increase, it was determined that a complete replacement was the most cost-effective and responsible course of action, as detailed in the attached memo.

In April 2017, DPS entered into an electrical engineering consultation services agreement with Hubbell, Roth & Clark (HRC) for assistance in determining the facility’s needs and drafting technical specifications for an RFP. Specifically, the RFP sought bids for an exterior-installed, 100 kW natural gas generator, and the integration of two additional electrical panels into the emergency coverage configuration. The specifications required bidders to provide a lump sum cost for all associated work required to provide a fully-functioning emergency generator system.

Five bid responses from the July 7 RFP posting were opened August 8, and the results are as follows:

- American Generators* $115,850
- McNulty Electric, Inc. $122,700
- Professional Thermal Systems, Inc. $126,600
- Rauhorn Electric, Inc. $156,895
- J. Ranck Electric, Inc. $204,390
- *deemed not responsive

After a review of the submitted proposals, and supported by the recommendation of HRC, the Department of Public Services recommends awarding the project to McNulty Electric, Inc. of Lexington, MI. The low bidder, American Generators, was deemed not responsive due to a proposed generator that was not among those listed within the specifications and did not meet the required power rating.

Hubbell, Roth & Clark has worked with McNulty Electric previously, and reports favorably on the experiences, as noted in the attached recommendation letter.

As part of its bid, McNulty offered an option to replace the existing 400 amp automatic transfer switch for an additional $3,300. Although the current switch can be configured for reuse, HRC
recommends replacing it as part of this project. The cost of the entire project, including the optional transfer switch, totals $126,000. Funds are available in the Auto Equipment Fund, and will be offset by the deferment of a scheduled vehicle replacement.

Per contract terms, the project must be completed by December 31, 2017.

SUGGESTED RESOLUTION:
To approve the service agreement with McNulty Electric, Inc. for the purchase, installation, and configuration of an emergency standby generator for the Department of Public Services facility in an amount not to exceed $126,000.00 from account #641-441.006-971.0100. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.
In January 2016, after a series of service calls related to poor performance, an inspection of the DPS facility emergency generator revealed a number of faulty conditions requiring urgent attention. Among those were damaged radiator components, dry rotted fan belts, and frayed fuel lines. Of greatest significance was the discovery of leaky engine seals – a serious condition that involved disassembling most of the generator’s engine in order to repair.

Upon disassembly, technicians discovered additional conditions including a corroded water pump and a damaged exhaust system. Considering the escalating costs to address all of these issues individually, and given the age of the generator – nearly 25 years old – technicians recommended a complete replacement. A rebuild of the engine block was considered, but parts would be difficult to find and 100% effective operation could not be guaranteed.

Options for a direct ‘swap out’ replacement were studied, but because the generator is located on a mezzanine within an enclosed room, walls would have had to have been removed to facilitate removal and replacement, adding additional costs.

In consultation with electrical engineers from Hubbell, Roth, and Clark (HRC), a bid specification was drafted and an RFP was published on July 11, 2017, including provisions for an exterior-installed 100 kW natural gas generator, and, because of surplus capacity, the addition of two additional panels not currently configured on the emergency system. The submitted bids are currently under review, and a recommendation is planned for the August 28, 2017 City Commission meeting.

Funding allocations were not made for the generator during the creation of the 2017-18 budget because it was assumed that this work would be completed during the 16-17 fiscal year. Funds are available in the Auto Equipment Fund and the cost of this project will be offset by the deferment of a scheduled vehicle purchase.

Because the Department of Public Services is a 24-hour, on-call operation, it is likely to be part of any emergency response that may include local or regional power interruptions. During severe weather or other incidents, continuity of service is critical, and this equipment is central to preparedness.
August 11, 2017

City of Birmingham  
Department of Public Services  
851 S. Eaton  
Birmingham, MI 48360  

Attn: Mr. Aaron Filipski, Public Services Manager  

Re: City of Birmingham DPS Generator Replacement  
HRC Job No. 20170256  
Bid Review and Recommendation of Award  

Dear Mr. Filipski,  

In accordance with the Request for Proposal, The City of Birmingham received bids for the DPS Facility Emergency Generator Replacement project at the DPS Facility Building located at 851 S. Eton Street. Bids were due on Tuesday, August 8, 2017 at 2:00 PM local time. Bids were received from the following parties:  

- McNulty Electric, Inc.  
- Professional Thermal Systems, Inc.  
- Rauhorn Electric, Inc.  
- J. Ranck Electric, Inc.  
- American Generators  

Based upon our review of the Bids, HRC recommends that the Project be awarded to McNulty Electric, Inc. in the amount of $126,000.00. This represents the Base Bid Price of $122,700.00 plus a voluntary alternate to replace the automatic transfer switch, which is in the amount of $3,300.00. HRC recommends including this alternate. Please refer to the attached Bid Tab with the breakdown of the Bid pricing received.  

HRC has a history of successful work with McNulty Electric, Inc, most recently of which was on the Marysville Water Treatment Plant Improvements during 2013-2014.  

The low bid read at the bid opening was received from American Generators in the amount of $115,850. However, after review of the technical content of the proposal, the bid was deemed not responsive due to a proposed generator that was not from the list of specified manufacturers and was not the required power rating.  

If you have any questions or require any additional information, please contact me directly at 248-454-6568.  

Very truly yours,  

HUBBELL, ROTH & CLARK, INC.  

Michael J. Roskelley, EIT  
Graduate Engineer II  

Attachment – Bid Tab  
pc: HRC; M. MacDonald, J. Graham, File
Bid Opening: August 8, 2017, 2:00 PM

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total Cost</th>
<th>Total Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid Work Scope</td>
<td>1</td>
<td>LS</td>
<td>$122,700.00</td>
<td>$126,600.00</td>
<td>$156,895.00</td>
</tr>
<tr>
<td>Voluntary Alternate - New</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automatic Transfer Switch</td>
<td>1</td>
<td>LS</td>
<td>$3,300.00</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Other Bids
American Generators (Bid deemed not responsive)
J. Ranck Electric, Inc.

Bid Tab Prepared By:
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48082

McNulty Electric, Inc.
7070 S. Lakeshore Road
Lexington, MI 48450
810-359-5451

Professional Thermal Systems, Inc.
2650 Beck Road
Howell, MI 48843
810-602-6802

Rauhorn Electric, Inc.
17171 23 Mile Road
Macomb, MI 48042
586-992-0400
ATTACHMENT A - AGREEMENT
For DPS FACILITY EMERGENCY GENERATOR

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 McNulty Electric, Inc., Inc., having its principal office at 7070 S. Lakeshore Rd. Lexington, MI 48450 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to furnish, install, and configure an emergency standby generator.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to furnish, install, and configure an emergency standby generator, 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 furnish, install, and configure an emergency standby generator.

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 furnish, install, and configure an emergency standby generator and the Contractor’s cost proposal dated August 3, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $125,000, as set forth in the Contractor’s August 3, 2017 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.
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.

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:

**Department of Public Services:**
Attn: Aaron Filipski
851 S. Eton
Birmingham, MI 48009
(248)530-1701

**Contractor:**
McNulty Electric, Inc.
7070 S. Lakeshore Rd
Lexington, MI 48450

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:**

[Signatures]

**CONTRACTOR**

By: [Signature]

Its: [Signature]

**CITY OF BIRMINGHAM**

By: [Signature]

Mark Nickita
Its: Mayor

By: [Signature]

J. Cherilynn Mynsterge
Its: City Clerk

**Approved:**

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

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

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

Joseph A. Valentine, City Manager
(Approved as to substance)
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
EARL URMY INSURANCE AGENCY
PO Box 229
Croswell, MI 48422

**INSURED**
MCDULLY ELECTRIC INC.
7070 LAKE SHORE RD
LEXINGTON, MI 48450
810-359-5451
810-359-2167

**CONTACT NAME**
Gale Fuller

**PHONE**
(810) 679-3450

**FAX**
(810) 679-3128

**COVERAGES**

<table>
<thead>
<tr>
<th>COVERAGE TYPE</th>
<th>LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X OCCUR</td>
</tr>
<tr>
<td>OCCURRED</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td></td>
</tr>
<tr>
<td>DAMAGE INTENDED</td>
<td></td>
</tr>
<tr>
<td>PERSONAL INJURY</td>
<td></td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td></td>
</tr>
<tr>
<td>PRODUCTS-DAMAGES</td>
<td></td>
</tr>
<tr>
<td>MEDICAL</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td></td>
</tr>
<tr>
<td>DAMAGE INTENDED</td>
<td></td>
</tr>
<tr>
<td>PERSONAL INJURY</td>
<td></td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td></td>
</tr>
<tr>
<td>PRODUCTS-DAMAGES</td>
<td></td>
</tr>
<tr>
<td>MEDICAL</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATE NUMBER:** 744674-14994986

**DATE:** 8/17/2017

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

The ACORD name and logo are registered marks of ACORD
The Birmingham City Charter names the city commission as the election commission:

Chapter IV. – Registrations, Nominations and Elections
Section 22. - [Election commission.]
The city commission shall constitute the election commission for the city and shall perform
all of the duties required of the city election commissions by the general laws of the state.
It shall appoint the inspectors of election and fix their compensation.

The attached excerpt from the Election Officials’ Manual of the Michigan Bureau of Elections
(BOE) cites the duties of a city election commission and draws distinctions between those which
must be conducted by the election commission and those which may be delegated by the
election commission to the City Clerk and her authorized assistants.

To comply with the BOE’s recommendation that the election commission documents the
delegation of its duties, I respectfully request the City Commission, in its role as the election
commission, adopt the following resolution.

SUGGESTED RESOLUTION:
To delegate to the Birmingham City Clerk and her authorized assistants, those being the
members of her staff, the following duties of the election commission for the November 7, 2017
General Election:
• Preparing meeting materials for the election commission, including ballot proofs for
  approval and a listing of election inspectors for appointment;
• Contracting for the preparation, printing and delivery of ballots;
• Providing candidates and the Secretary of State with proof copies of ballots;
• Providing notice to voters in the case of precinct changes/consolidations;
• Providing election supplies and ballot containers; and
• Preliminary logic and accuracy testing.
CITY AND TOWNSHIP ELECTION COMMISSIONS:

Note: The chart above outlines the composition of the local election commissions based on your jurisdiction’s form of government. The only exception to the composition of the local election commission must be provided by a city charter.

City and Township Election Commission members are responsible for the following:

- Establishing precincts, including temporary precinct consolidations for non-State/Federal elections;
- Establishing Absent Voter Counting Boards (AVCBs);
- Assessing voting equipment needs;
- Performing logic and accuracy testing for voting equipment. **NOTE:** Even if the county performs the programming for the local jurisdictions, it is still the responsibility of the local election commission to conduct pre-election logic and accuracy testing for their voting equipment prior to each election. Preliminary testing may be delegated to the local clerk; however, public accuracy testing must be conducted by the election commission or each members’ designated representative.
- Authorizing the printing and provision of ballots for use in city, township, village and certain school district elections;
- Providing election supplies (including forms and ballot containers);
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates; note that certified election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election;
- Notifying major political parties of the appointment of election inspectors in federal and state elections; and
- Carrying out other election related duties for their respective jurisdictions.
Election Commission Responsibilities that should be handled via an Open Meeting by Election Commission Members:

- Approving of ballots
- Appointing precinct inspectors
- Public Accuracy Test
- Precinct Changes / Consolidations
- Adoption of resolution outlining delegated duties

Election Commission Duties that may be delegated to the Local Clerk or authorized assistant (note: Delegated duties should be documented via resolution):

- Preparing meeting materials for the Election Commission (ballots proof for approval, list of election inspectors for appointment, etc.)
- Preparing, printing and delivering ballots
- Providing candidates and the Secretary of State with proof copies of ballots
- Providing notice to voters in the case of precinct changes/consolidations
- Providing election supplies and ballot containers
- Preliminary logic and accuracy testing
- Notifying major political parties of certified precinct Inspector appointments (federal and state elections only)

School Election Coordinating Committee: Every school district has a School Election Coordinating Committee responsible for determining the details of how special school elections will be administered. The School Election Coordinating Committee is composed of a school election coordinator, the secretary of the school board and the clerks of all jurisdictions covered by the school district. For a school district wholly contained within a single jurisdiction, that clerk is the school election coordinator. In a school district that crosses jurisdiction lines the county clerk is the coordinator.

Types of Elections

There are several types of elections conducted in Michigan. The following is an overview of the various types.
CHAPTER 9 ELECTION BALLOTS

TABLE CONTENTS

Ballot Proofing and Michigan Ballot Production Standards ................................................................. 1
Candidate Name Rotations .......................................................................................................................... 3
Office Order: ........................................................................................................................................... 5
Partisan Ballot ........................................................................................................................................ 5
Nonpartisan Ballot ................................................................................................................................. 6

BALLOT PROOFING AND MICHIGAN BALLOT PRODUCTION STANDARDS: All ballots must be prepared in conformance with Michigan’s Ballots Production Standards. Adherence to the standards is compulsory for all election officials and vendors. A copy of the standards can be found on the Bureau of Elections website at www.michigan.gov/elections; under “Information for Election Administrators”.

Election ballots must always be carefully proofed to ensure that 1) they conform to all required legal and technical standards and 2) they are free of errors and omissions. The importance of ballot proofing cannot be over emphasized!

County Election Commission’s Responsibilities: Ballots prepared for use at federal, state and countywide elections and certain school district elections are printed by the authority of the County Election Commission.

Local Election Commission’s Responsibilities: Ballots prepared for use at city, township, village and certain school district elections are printed by the authority of the City, Township or County Election Commission.

Before the ballots are printed, the printer returns copies of the ballots to the appropriate Election Commission. The Commission is responsible for checking the various proof ballots to make sure that they are free of errors and omissions. A comprehensive check should include a careful review of the following:
• Ensure all office, candidates, and proposals are included

• Verify proper splits within a precinct

• Ballot heading including: 1) OFFICIAL BALLOT 2) election type 3) election date 4) county name, state 5) jurisdiction name and 6) precinct number

• Section headers – e.g.: PARTISAN SECTION, NONPARTISAN SECTION and PROPOSAL SECTION

• Office and proposal divisions – e.g.: STATE, COUNTY, CITY, TOWNSHIP

• Office titles – e.g.: CLERK, TREASURER, TRUSTEE

• Number to be elected – e.g.: Vote for not more than 1

• Placement of candidate names; form and spelling of candidate names; candidate name rotations; placement of special ballot designations

• Presentation and wording of ballot proposals

Proofing ballots is a tedious and time-consuming task – but the problems and embarrassment a complete proofing job can save on Election Day makes the task well worth the effort. If the Commission delegates ballot proofing to members of the clerk’s staff, the task should be assigned to those in the office with the best eye for detail.

Responsibilities of Candidates and Department of State: Immediately after the proof ballots are delivered to the Election Commission, they forward the proofs to the Department of State’s Bureau of Elections in Lansing for approval. The Commission also sends each candidate a proof ballot which lists the candidate’s name.

• After sending proof ballots prepared for a state election, the county clerk must sign an affidavit that attests that proof ballots were mailed as required. The affidavit must list the candidates to whom the ballots were mailed, the addresses to which the ballots were mailed, and the dates on which the ballots were mailed.

• The Department of State’s Bureau of Elections inspects the form of the proof ballots received from each Election Commission. (The Bureau of Elections does not check candidate name spellings or that all required offices are on the ballot.) If the ballots are in the proper form, the Bureau of Elections grants its approval of the ballots; if the ballots are not in the proper form, the Bureau of
Sealed bids were opened on Thursday, August 10, 2017 for the cost of 2500 sets of LED (light-emitting diode) lights to supply the City’s holiday decorating program. Seven bidders responded. The result of the sealed bids follows in the table below.

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Price</th>
<th>Substitutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northlight Seasonal</td>
<td>$16,625.00</td>
<td>YES</td>
</tr>
<tr>
<td><strong>Wintergreen Corporation</strong></td>
<td><strong>$23,350.00</strong></td>
<td>NO</td>
</tr>
<tr>
<td>Christmas Lights, Inc.</td>
<td>$23,750.00</td>
<td>NO</td>
</tr>
<tr>
<td>LeClerc Display Co. Inc.</td>
<td>$25,375.00</td>
<td>NO</td>
</tr>
<tr>
<td>Holiday Lights &amp; Magic, Inc.</td>
<td>$27,497.00</td>
<td>NO</td>
</tr>
<tr>
<td>Sound Planning Communications</td>
<td>$37,145.00</td>
<td>NO</td>
</tr>
<tr>
<td>Leslie Electric Co.</td>
<td>$38,125.00</td>
<td>NO</td>
</tr>
</tbody>
</table>

Since 2010, the City has been phasing in the use of LED lights to decorate all of the street trees in Downtown Birmingham, including Maple, Old Woodward, Pierce, Hamilton, Henrietta, Martin, Merrill, Brown, Peabody, and Adams. The holiday decorating program also includes City Properties such as City Hall, the Department of Public Services, the Library, parking structures and Shain Park, using LED lights. Prior to 2010, the same locations were decorated with incandescent lights. LED holiday lights consume 75 percent less energy than their incandescent counterparts.

The Birmingham Shopping District (BSD) participates in the holiday lighting program by budgeting for a portion of the decorated trees. The BSD endorses the purchase of “warm white” LED lights based on recommendations from merchant meetings and the BSD maintenance committee. It should be noted, a percentage of this purchase will be reimbursed by the BSD for material and installation services.

While LED lights are more expensive, they last longer and we are able to decorate trees in approximately 1/3 of the town every year with new lights. Our program is typically as follows: We decorate 1 of 3 sections of town with new lights. We will leave this section of trees decorated for a maximum of 3 years with LED lights, only removing the lights
directly around the trunk of the tree after the holidays. We do this to save money on labor and time during the holiday season. We start this process beginning right around October 1st, adding new lights to the section of town in need of complete decoration. After this section is complete, the crews visit the other areas of town with existing lights in the canopy, add lights from storage to the trunks (removed from the previous year) and power them up, troubleshooting problems, checking for outages or damage.

The City decorates approximately 400 trees every year for the holidays. With an average of 25 strands per tree, and 70 lights per strand, Birmingham has over 700,000 lights for the holidays!

Last year in anticipation of the construction project on Old Woodward, we did not purchase as many new lights, but instead used second year lights from Shain Park to decorate Old Woodward between Brown and Oakland, as this was the section in need of complete decoration last season. We purchase new lights for Shain Park every year. The second year lights from Shain are typically used to make repairs to other decorated trees downtown. After the holiday we removed lights in the above referenced section of town again in anticipation of the project starting, so this section must be decorated again this holiday season. We will again use 2nd year lights from Shain Park for this section of town. Additionally, last year was the 3rd year for the following areas: Maple Rd between Peabody and Bates, Henrietta between Maple and Townsend, Bates between Maple and Townsend, and Martin between Chester and Pierce. Therefore this purchase includes lights for Shain Park and the above referenced areas. See attached map of lights schedule.

The lowest qualified bidder, Wintergreen Corporation, provided a proposal for the specified LED commercial grade products. Northlight Seasonal’s proposal did not meet the specifications and in addition, the total sets proposed was not the number of sets requested. The Department of Public Services recommends awarding the Holiday Lights 2017 purchase to Wintergreen Corporation. It is determined they are the lowest qualified bidder and they are able to meet the delivery deadline. Funds for this purchase have been budgeted in the General Fund-Community Activities Operating Supplies account #101-441.004.729.0000. BSD reimburses by way of journal entry for a portion of this purchase and also labor to install at the end of the season.

In 2016, the City purchased 1700 sets at $15,895.00 which equals $9.36 per set. In 2015, the City purchased 1500 light sets for $16,155.00, equating $10.77 per set. This year, the total of $23,350.00 for 2500 sets equals $9.34 per set.

SUGGESTED RESOLUTION:
To approve the purchase of holiday lights from Wintergreen Corporation for a total cost not to exceed $23,350.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 for this purchase.
Green=15-16 : Red=16-17 : Blue=17-18 : Yellow=Old Lights/Construction Area
MEMORANDUM

DATE: August 24, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Birmingham Teatro, LLC, is requesting to transfer ownership and location of a Class C liquor license with Sunday Sales (AM and PM) Permit and Entertainment Permit from Thumper’s Splatter, LLC, Business ID No. 235577 (In Escrow at 230 E. Auburn Rd, Rochester Hills, Oakland County, Michigan) to Birmingham Teatro, LLC, to be located at 211 S. Old Woodward, Birmingham, Oakland County, Michigan, issued pursuant to MCL 436.1521(A)(1)(B) from Thumper’s Splatter, LLC to Birmingham Teatro, LLC. Request for a New Additional Bar Permit; and Request to Cancel the Existing Sunday Sales (AM) Permit.

The police department has received a request from the law firm of Adkison, Need, Allen, and Rentrop regarding a request to transfer ownership of the Class C license and Entertainment Permit from Thumper’s Splatter, LLC, (In Escrow at 230 E. Auburn Rd, Rochester Hills, Oakland County, Michigan) to Birmingham Teatro, LLC, to be located at 211 S. Old Woodward, Birmingham, Oakland County, Michigan. Birmingham Teatro LLC has paid the initial fee of $1,500.00 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

Article 2, section 2.37 (B4) of the Zoning Ordinance requires that a theater seeking to provide alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit (SLUP). Birmingham Teatro, LLC, is seeking a SLUP under Chapter 10, Alcoholic Liquors, of the Birmingham City Code that allows service of liquor at existing movie theaters in the D4 Zone District contingent on the Birmingham City Commission approval. On August 14, 2017, the Birmingham City Commission approved the Final Site Plan and Special Land Use Permit for 211 S. Old Woodward to allow for the addition of a theater liquor license for the Birmingham Theater (see attached minutes).

There are two equal stockholders for the transfer of the Class C liquor license and Entertainment Permit from Thumper’s Splatter, LLC to Birmingham Teatro, LLC which will continue to operate as the Birmingham Theater. Daniel Shaw and Nicholas Lekas both own a 50% share of Birmingham Teatro, LLC. Birmingham Teatro has a sublease for the real estate and furniture, fixtures, and equipment with landlord Fuller Central Park Properties, LLC, which is effective April 17, 2017 and expires December 31, 2024. The monthly payments are $30,256.73. The only cost to Birmingham Teatro is for the liquor license and alcoholic beverage inventory. Birmingham Teatro is paying $65,000 for the Class C Liquor License. This amount will be financed by a loan from Birmingham
Theatre, LLC, which is the sub-landlord. Mr. Lekas and Mr. Shaw are part owners of Birmingham Theatre, LLC.

On April 17, 2017 Birmingham Teatro’s application for approval of the transfer of ownership and location of the Class C Liquor License and permits was filed with the MLCC.

The Birmingham Theater will continue to operate in the same capacity, with the exception of serving alcohol. The liquor license will allow customers to purchase alcohol while enjoying the movie experience. In recent years, there has been a national trend with prominent movie theatres to offer this service. The service of alcohol at movie theatres is now popular in Michigan as well. The service of alcohol will be out of the concession area located on the second floor. Patrons may purchase alcohol on the second level and take it to the first floor as well. Birmingham Teatro’s hours of operation are 7 days a week from 11:00am to 1:00am. The total capacity is 597.

A background check was conducted on both stockholders. The Law Enforcement Information Network (LEIN), the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLEN) and the Court’s Law Enforcement Management Information System (CLEMIS) were used to gather possible criminal contacts.

As a result of this investigation, no information was developed or uncovered that would give cause to deny the applicant(s) request.

A representative from the law firm of Adkison, Need, Allen, and Rentrop PLLC will be present to answer any questions.

SUGGESTED RESOLUTION:

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license transfer for Birmingham Teatro that requests a transfer of Class C License issued under MCL 436.1521(A)(1)(B) located at 211 S. Old Woodward, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Birmingham Teatro approving the liquor license transfer request of Birmingham Teatro for the transfer of a Class C License to be issued under MCL 436.1521 (A)(1)(B) located at 211 S. Old Woodward, Birmingham, Oakland County, MI 48009.
SLUP Birmingham Theater
1 message

Cherilynn Mynsberge <cmynsberge@bhamgov.org> Thu, Aug 24, 2017 at 10:06 AM
To: Mark Clemence <mclemence@bhamgov.org>

08-228-17 PUBLIC HEARING FOR 211 S. OLD WOODWARD – BIRMINGHAM THEATER SPECIAL LAND USE PERMIT AND FINAL SITE PLAN

Commissioner Sherman recused himself based on a conversation with the City Attorney, and left the Commission room at 9:48 p.m.

Mayor Nickita opened the public hearing at 9:47 p.m.

City Planner Ecker reported:

- The subject site, Birmingham Theater, is located at 211 S. Old Woodward, on the east side of S. Old Woodward at Merrill.
- The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.
- The applicant, Birmingham Teatro, LLC, is applying for a Special Land Use Permit (SLUP) to operate with a Class C liquor license under the new ordinance allowing a movie theater to operate with a liquor license.
- Birmingham Teatro is owned equally by Daniel Shaw and Nicholas Lekas, who in addition to operating the theater, are also part owners of Birmingham Theater, LLC, which is the sub-landlord for 211 S. Old Woodward.
- Article 2, section 2.37, B4 (Business-Residential) District requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit.
- On July 12, 2017, the Planning Board conducted a public hearing and voted unanimously to recommend approval to the City Commission of the Special Land Use Permit ("SLUP") and Final Site Plan for 211 S. Old Woodward, Birmingham Theater, with no conditions.
- No exterior changes to the Birmingham Theater building are proposed.

Answering questions from commissioners, City Planner Ecker explained:

- Alcohol will be sold only on the upper level. Patrons may buy alcohol and take it down to the lower level.
- Birmingham Teatro is owned by Daniel Shaw and Nicholas Lekas, both of whom are also part owners of Birmingham Theater, the EA Fuller Oak Mgmt., and Fuller Oak Mgmt. One or more of the principals who are involved in Birmingham Teatro are also involved in the other organizations, but the SLUP resolution and the contract is with Birmingham Teatro LLC. So if the two owners in Birmingham Teatro LLC change or if they add a new owner, then they would have to come back.
- Changes in the owners of the other organizations would not affect the SLUP with Birmingham Teatro.
- Birmingham Teatro does not own the building.

Liquor License Attorney Kelly Allen explained:

- Birmingham Emagine Theater has a Birmingham full quota Class C license. Birmingham Teatro is requesting a transferrable Oakland County Class C license by virtue of a Birmingham ordinance allowing it to be used for a theater.
• The last sale of alcohol will always be one hour before the last movie ends and never after 1:00 a.m.
• Patrons are not allowed to remove liquor from the establishment.

Janet Lekas on behalf of Birmingham Teatro clarified for Commissioner Hoff that the theater is trying to attract more independent movies which are typically shown on the second level and the bar will be a good complement.

Mayor Nickita closed the public hearing at 10:01 p.m.

MOTION: Motion by Mayor Pro Tem Harris, seconded by Commissioner DeWeese:

To approve the Final Site Plan and Special Land Use Permit for 211 S. Old Woodward to allow for the addition of a theater liquor license for the Birmingham Teatro d/b/a/ Birmingham Theater.

VOTE: 

Yeas, 6

Nays, 0

Absent, 0

Abstain, 1 (Sherman)

__

J. Cherilyn Mynsberge
City Clerk
City of Birmingham
248-630-1802
Minutes of the regular meeting of the City of Birmingham Planning Board held on July 12, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

**Present:**  Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Vice Chairperson Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Member Lisa Prasad; Student Representative Ariana Afrakhteh

**Absent:**  Board Member Bert Koseck; Alternate Board Member Daniel Share; Student Representative Isabella Niskar

**Administration:**  Matthew Baka, Sr. Planner  Jana Ecker, Planning Director  Carole Salutes, Recording Secretary

07-126-17

APPROVAL OF THE MINUTES OF THE REGULAR PLANNING BOARD MEETING OF JUNE 28, 2017

Mr. Jeffares:  Global correction - replace "efface" with "EFIS."

Mr.  Boyle:  Global correction - replace "Cline" with "Clein."

Ms. Ecker:  Page 11 - replace "exterior insulation finish system" with "exterior finish insulation system."
Page 4 - third paragraph, first line, replace "of" with "off."

Ms. Lazar:  Page 4 - replace "Krieger" with "Krieger."
- replace "Higgins" with "Higham."

**Motion by Mr. Boyle**
Seconded by Ms. Whipple-Boyce to approve the Planning Board Minutes of June 28, 2017 as corrected.

**Motion carried, 6-0.**
VOICE VOTE
Yays: Boyle, Whipple-Boyce, Clein, Jeffares, Lazar, Williams
Nays: None
Abstain: Prasad
Absent: Koseck

07-127-17

CHAIRPERSON’S COMMENTS

Chairman Clein noted there will be several categories of business this evening.

07-128-17

APPROVAL OF THE AGENDA (no change)

07-129-17

OLD BUSINESS

1. 211 S. Old Woodward Ave.
   Birmingham Theater
   Request for approval of a Special Land Use Permit ("SLUP") and Final Site Plan Review to serve alcoholic liquors in the existing theater operating under a Class C Liquor License (postponed from the meeting of June 28, 2017)

Ms. Ecker advised the subject site is located on the east side of S. Old Woodward Ave, just south of Merrill. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Birmingham Teatro, LLC, is applying for a SLUP to operate with a Class C Liquor License under the new ordinance allowing a movie theater to operate with a liquor license. Birmingham Teatro is owned equally by Daniel Shaw and Nicholas Lekas, who in addition to operating the theater, are also part owners of Birmingham Theater, LLC, which is the sub-landlord for 211 S. Old Woodward.

Ms. Ecker stated she had reviewed this application thoroughly at the last meeting. The board had a few questions for the applicant who was not present for the last meeting.

Ms. Kelly Allen, Ackison, Need, Allen & Rentrop, LLC, appeared on behalf of the applicant, Birmingham Teatro, LLC. She apologized for not being present at the last meeting.

She responded to questions from last time:
- Why they are requesting to serve liquor until 1 a.m.?
  The answer is they will stop serving liquor an hour before the movies are over but in any event, no later than 1 a.m.

- Can anyone come in and go upstairs to the little bar area?
  Customers must purchase a ticket to enter the theater. To get upstairs they must provide a ticket.
• The concession area has not changed except for new tile and paint. There will no longer be popcorn there. There are four tables with chairs for people to sit. The idea is that patrons can carry their beverage into the movie theater.

Ms. Whipple-Boyce received confirmation that liquor will only be served upstairs.

No one from the public wished to comment on this appeal at 7:38 p.m.

**Motion by Mr. Williams**

Seconded by Ms. Whipple-Boyce that based on a review of the site plans submitted, the Planning Board recommends approval to the City Commission of the applicant's request for Final Site Plan and a SLUP for 211 S. Old Woodward Ave., Birmingham Theater.

**Motion carried, 7-0.**

No one spoke from the public at 7:39 p.m.

**VOICE VOTE**

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

Nays: None

Absent: Koseck

07-130-17

**PUBLIC HEARINGS**

1. An ordinance to amend Chapter 126, Zoning as follows:

**ARTICLE 3, SECTION 3.04, SPECIFIC STANDARDS, TO AMEND THE DOWNTOWN BIRMINGHAM OVERLAY STANDARDS TO EXCLUDE COMMUNITY AND PERSONAL SERVICE USES AS PERMITTED USES IN THE REDLINE RETAIL DISTRICT; AND**

**ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD A DEFINITION FOR PERSONAL SERVICES, TO AMEND THE DEFINITION OF COMMERCIAL USE TO EXCLUDE PERSONAL SERVICES AND TO AMEND THE DEFINITION OF RETAIL USE TO INCLUDE RETAIL BANK BRANCHES AND PERSONAL SERVICES.**

Ms. Lazar recused herself due to a familial relationship with the applicant.

The Chairman opened the public hearing at 7:40 p.m.

Mr. Clein stated that based on the discussion between the City Commission and Planning Board at the June 19, 2017 joint meeting regarding the definition of retail, the City Manager has provided a memo outlining the course of action considered at that time. This discussion suggested postponing the public hearing to a date certain and holding a study session in lieu of the public hearing to consider the definition of personal services and to review the Redline Retail District as prescribed in the Downtown Birmingham 2016 plan for background and intent in regards to personal services.

**Motion by Mr. Williams**
On July 26, 2016, the police department requested sealed invitations to bid (ITBs) on MITN for the handwork portion (painting of all crosswalks, parking spaces, and symbols) of the pavement marking project for the 2016-17 fiscal year. Bids were publicly opened on August 9, 2016. Two price quotes were received for the fall of 2016 and spring of 2017 from Hart Pavement Striping in the amount of $87,690 and PK Contracting in the amount of $484,307.

The contract was awarded to Hart Pavement Striping Corporation in the amount of $87,690.00 for the 2016-17 handwork pavement markings and the work was satisfactorily performed. The attached ITB from the August 9, 2016 bid opening and contract provided or the City to offer the successful vendor an option to extend at the same rate for (2) additional years through mutual consent. Dann Hart, President of Hart Pavement Striping has agreed to extend pricing from the 2016 contract. The police department recommends renewing the contract with Hart Pavement Striping Corporation for the fall 2017 and spring 2018 handwork painting duties as identified in the 2017-18 major streets budget.

Hart Pavement Striping Corporation has been providing pavement marking services for the City of Birmingham since 2003. The significant variance in the bid amounts received from PK Contracting and Hart Pavement may be explained due in part to the fact that Hart Pavement is a considerably small locally owned company specializing in handwork (no centerline equipment) with a much smaller overhead and a significantly fewer clients. Hart has served the City well and has always been responsive to City staff concerning any additions, deletions, or alterations to contracts to ensure that the City receives the highest quality products and services.

PK Contracting is an excellent vendor that has provided quality pavement markings for the City of Birmingham for decades. The substantial size of the PK Contracting business - a very large business that handles many state and local pavement marking contracts - may be a factor in the company's occasionally less than aggressive bids for pavement marking services. PK has recently provided services for centerline and ADA parking space pavement marking services.

Sufficient funds are allocated in the 2017-18 major streets budget contract lane painting account to provide for this expenditure.
SUGGESTED RESOLUTION:

To approve the contract for 2017-18 pavement marking handwork with Hart Pavement Striping Corporation in the amount of $87,690.00 for combined fall 2017 and spring 2018 paintings; further authorizing and directing the mayor and city clerk to sign the contract on behalf of the city; further to authorize this budgeted expenditure from account number 202-303-001-937.0200.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11,407</td>
<td>6&quot; CROSS</td>
<td>.30</td>
<td>3411.10</td>
</tr>
<tr>
<td>2</td>
<td>11,969</td>
<td>12&quot; CROSS</td>
<td>.40</td>
<td>4787.60</td>
</tr>
<tr>
<td>3</td>
<td>138</td>
<td>24&quot; CROSS</td>
<td>2.50</td>
<td>345.00</td>
</tr>
<tr>
<td>4</td>
<td>13,310</td>
<td>YELLOW CURB</td>
<td>.30</td>
<td>3993.00</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>SCHOOL LEGENDS</td>
<td>200.00</td>
<td>1200.00</td>
</tr>
<tr>
<td>6</td>
<td>55</td>
<td>ONLY LEGENDS</td>
<td>100.00</td>
<td>5500.00</td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>25 MPH LEGENDS</td>
<td>150.00</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>71</td>
<td>LEFT TURN ARROWS</td>
<td>70.00</td>
<td>4970.00</td>
</tr>
<tr>
<td>9</td>
<td>14</td>
<td>RIGHT TURN ARROWS</td>
<td>70.00</td>
<td>980.00</td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>THRU ARROWS</td>
<td>70.00</td>
<td>770.00</td>
</tr>
<tr>
<td>11</td>
<td>19</td>
<td>COMBO ARROWS</td>
<td>100.00</td>
<td>1900.00</td>
</tr>
<tr>
<td>12</td>
<td>0</td>
<td>BLUE CURB</td>
<td>.30</td>
<td>0</td>
</tr>
<tr>
<td>13</td>
<td>7</td>
<td>HANDICAP SYMBOLS</td>
<td>10</td>
<td>70</td>
</tr>
<tr>
<td>14</td>
<td>160</td>
<td>6&quot; BLUE</td>
<td>.10</td>
<td>16</td>
</tr>
<tr>
<td>15</td>
<td>21,547</td>
<td>6&quot; PARKING</td>
<td>.08</td>
<td>1723.76</td>
</tr>
<tr>
<td>16</td>
<td>516</td>
<td>6&quot; WHITE HATCH - CROSSWALKS</td>
<td>.30</td>
<td>154.80</td>
</tr>
<tr>
<td>17</td>
<td>468</td>
<td>12&quot; WHITE HATCH - CROSSWALKS</td>
<td>.40</td>
<td>187.20</td>
</tr>
<tr>
<td>18</td>
<td>2,822</td>
<td>16&quot; WHITE HATCH - CROSSWALKS</td>
<td>.50</td>
<td>1411.00</td>
</tr>
<tr>
<td>19</td>
<td>87</td>
<td>18&quot; WHITE HATCH - CROSSWALKS</td>
<td>.50</td>
<td>43.50</td>
</tr>
<tr>
<td>20</td>
<td>15</td>
<td>12&quot; STOP</td>
<td>1.00</td>
<td>15.00</td>
</tr>
<tr>
<td>21</td>
<td>384</td>
<td>18&quot; STOP</td>
<td>1.00</td>
<td>384.00</td>
</tr>
<tr>
<td>22</td>
<td>2,306</td>
<td>24&quot; STOP</td>
<td>1.00</td>
<td>2306.00</td>
</tr>
<tr>
<td>23</td>
<td>0</td>
<td>4&quot; WHITE - PARKING LOTS</td>
<td>.08</td>
<td>0</td>
</tr>
<tr>
<td>24</td>
<td>2,500</td>
<td>6&quot; WHITE - PARKING LOTS</td>
<td>.10</td>
<td>250.00</td>
</tr>
<tr>
<td>25</td>
<td>0</td>
<td>6&quot; YELLOW - PARKING LOTS</td>
<td>.10</td>
<td>0</td>
</tr>
<tr>
<td>26</td>
<td>500</td>
<td>YELLOW CURB - PARKING LOTS</td>
<td>.30</td>
<td>150.00</td>
</tr>
<tr>
<td>27</td>
<td>2,600</td>
<td>4&quot; BLUE - PARKING LOTS</td>
<td>.10</td>
<td>260.00</td>
</tr>
<tr>
<td>28</td>
<td>500</td>
<td>6&quot; BLUE - PARKING LOTS</td>
<td>.10</td>
<td>50.00</td>
</tr>
<tr>
<td>29</td>
<td>100</td>
<td>HANDICAP SYMBOLS - PARKING LOTS and METER SPACES</td>
<td>10</td>
<td>1000.00</td>
</tr>
<tr>
<td>30</td>
<td>0</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td>na</td>
<td>0</td>
</tr>
<tr>
<td>31</td>
<td>0</td>
<td>WHITE LINE - SEE ATTACHED LIST</td>
<td>na</td>
<td>0</td>
</tr>
<tr>
<td>32</td>
<td>0</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td>150.00</td>
<td>0</td>
</tr>
<tr>
<td>33</td>
<td></td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td>122.04</td>
<td>122.04</td>
</tr>
</tbody>
</table>

**BID GRAND AMOUNT TOTAL (FALL 2016)**: 36,000.00

**PROJECT TIMELINE**: ESTIMATED DELIVERY DATE: September 19, 2016

**BIDDER’S SIGNATURE** ___________  **DATE** July 28, 2016

It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of bid opening to allow for the award of the bid.
# BID FORM

**PAVEMENT MARKINGS SPRING 2017**

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

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

**PAVEMENT MARKINGS SPRING 2017**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST. QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>23,563</td>
<td>6&quot; CROSS</td>
<td>.30</td>
<td>7068.90</td>
</tr>
<tr>
<td>2</td>
<td>20,634</td>
<td>12&quot; CROSS</td>
<td>.40</td>
<td>8253.60</td>
</tr>
<tr>
<td>3</td>
<td>138</td>
<td>24&quot; CROSS</td>
<td>2.50</td>
<td>345.00</td>
</tr>
<tr>
<td>4</td>
<td>28,482</td>
<td>YELLOW CURB</td>
<td>.30</td>
<td>8544.60</td>
</tr>
<tr>
<td>5</td>
<td>33</td>
<td>SCHOOL LEGENDS</td>
<td>200.00</td>
<td>6600.00</td>
</tr>
<tr>
<td>6</td>
<td>76</td>
<td>ONLY LEGENDS</td>
<td>100.00</td>
<td>7600.00</td>
</tr>
<tr>
<td>7</td>
<td>14</td>
<td>25 MPH LEGENDS</td>
<td>150.00</td>
<td>2100.00</td>
</tr>
<tr>
<td>8</td>
<td>89</td>
<td>LEFT TURN ARROWS</td>
<td>100.00</td>
<td>8200.00</td>
</tr>
<tr>
<td>9</td>
<td>22</td>
<td>RIGHT TURN ARROWS</td>
<td>100.00</td>
<td>2200.00</td>
</tr>
<tr>
<td>10</td>
<td>15</td>
<td>THRU ARROWS</td>
<td>100.00</td>
<td>1500.00</td>
</tr>
<tr>
<td>11</td>
<td>31</td>
<td>COMBO ARROWS</td>
<td>100.00</td>
<td>3100.00</td>
</tr>
<tr>
<td>12</td>
<td>20</td>
<td>BLUE CURB</td>
<td>100.00</td>
<td>2000.00</td>
</tr>
<tr>
<td>13</td>
<td>9</td>
<td>HANDICAP SYMBOLS</td>
<td>10.00</td>
<td>90.00</td>
</tr>
<tr>
<td>14</td>
<td>395</td>
<td>6&quot; BLUE</td>
<td>10.00</td>
<td>3950.00</td>
</tr>
<tr>
<td>15</td>
<td>35,000</td>
<td>6&quot; PARKING</td>
<td>0.08</td>
<td>2800.00</td>
</tr>
<tr>
<td>16</td>
<td>1,800</td>
<td>6&quot; WHITE HATCH - CROSSWALKS</td>
<td>0.30</td>
<td>540.00</td>
</tr>
<tr>
<td>17</td>
<td>1,550</td>
<td>12&quot; WHITE HATCH - CROSSWALKS</td>
<td>0.40</td>
<td>624.00</td>
</tr>
<tr>
<td>18</td>
<td>2,822</td>
<td>16&quot; WHITE HATCH - CROSSWALKS</td>
<td>0.50</td>
<td>1411.00</td>
</tr>
<tr>
<td>19</td>
<td>87</td>
<td>18&quot; WHITE HATCH - CROSSWALKS</td>
<td>0.50</td>
<td>43.50</td>
</tr>
<tr>
<td>20</td>
<td>253</td>
<td>12&quot; STOP</td>
<td>1.00</td>
<td>253.00</td>
</tr>
<tr>
<td>21</td>
<td>939</td>
<td>18&quot; STOP</td>
<td>1.00</td>
<td>939.00</td>
</tr>
<tr>
<td>22</td>
<td>4,243</td>
<td>24&quot; STOP</td>
<td>1.00</td>
<td>4243.00</td>
</tr>
<tr>
<td>23</td>
<td>1,000</td>
<td>4&quot; WHITE - PARKING LOTS</td>
<td>0.08</td>
<td>80.00</td>
</tr>
<tr>
<td>24</td>
<td>11,420</td>
<td>6&quot; WHITE - PARKING LOTS</td>
<td>0.10</td>
<td>1142.00</td>
</tr>
<tr>
<td>25</td>
<td>2,124</td>
<td>6&quot; YELLOW - PARKING LOTS</td>
<td>0.10</td>
<td>212.40</td>
</tr>
<tr>
<td>26</td>
<td>1,100</td>
<td>YELLOW CURB - PARKING LOTS</td>
<td>0.30</td>
<td>330.00</td>
</tr>
<tr>
<td>27</td>
<td>2,450</td>
<td>4&quot; BLUE - PARKING LOTS</td>
<td>0.10</td>
<td>245.00</td>
</tr>
<tr>
<td>28</td>
<td>900</td>
<td>6&quot; BLUE - PARKING LOTS</td>
<td>0.10</td>
<td>90.00</td>
</tr>
<tr>
<td>29</td>
<td>107</td>
<td>HANDICAP SYMBOLS - PARKING LOTS AND METER SPACES</td>
<td>10</td>
<td>1070.00</td>
</tr>
<tr>
<td>30</td>
<td>0</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td>na</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>0</td>
<td>WHITE LINE - SEE ATTACHED LIST</td>
<td>na</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>34</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td>150</td>
<td>5100.00</td>
</tr>
<tr>
<td>33</td>
<td>0</td>
<td>MOBILIZATION / SETUP CHARGE/DISCOUNT</td>
<td>20,000.50</td>
<td>20,000.50</td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (SPRING 2017)**: $51,690.00

---

**PROJECT TIMELINE:**  
**ESTIMATED DELIVERY DATE:** May 1, 2017

**BIDDER'S SIGNATURE**

**DATE** July 28, 2016

It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of bid opening to allow for the award of the bid.
INVITATION TO BID

Sealed bids endorsed “PAVEMENT MARKINGS 2016-2017” will be received by the City of Birmingham, Michigan at the Office of City Clerk, 151 Martin Street, P.O. Box 3001, Birmingham, MI, 48012 until Tuesday, August 9, 2016 at 10:00 a.m., at which time the bids will be publicly opened and read.

The descriptions for markings and quantities of items to be painted are indicated on the attached sheets. The painting will include yellow, white, and blue glass beaded paint to meet or exceed Michigan Department of State Highway and Transportation specifications (waterborne). **THE STREETS ARE TO BE PAINTED DURING THE LATE NIGHT/EARLY MORNING HOURS WHEN VEHICULAR TRAFFIC IS MINIMAL.**

Two price quotes are requested, one for the fall of 2016 and one for the spring of 2017. Note that quantities differ between spring and fall items to be painted.

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department.

Specifications are available exclusively via the Michigan Intergovernmental Trade Network (MITN).*

Bids must be submitted in a sealed envelope marked “PAVEMENT MARKINGS 2016-2017”. The date and time of the bid opening must be marked on the envelope.

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

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

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

Submitted to MITN: July 26, 2016
Deadline for Submissions: August 9, 2016 at 10:00 a.m.
Contact Person: Ellen DeView, Staff & Services Coordinator
Birmingham Police Department
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012
Phone: (248) 530-1869
Email: edeview@bhamgov.org

* The City of Birmingham is part of an organization called the Michigan Intergovernmental Trade Network (MITN), a group of agencies that joined forces to create a regional bid notification system to notify companies of new bid opportunities. Bids, quotations and proposals are posted online. All vendors are encouraged to visit www.govbids.com and click on “The Michigan MITN System” link in order to register their company and gain access to new bids and proposals. If you do not have internet access, please call 1-800-835-4603, to speak to a representative at IPT BidNet®, the technical support group that handles the MITN system.
INTRODUCTION

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

PAVEMENT MARKINGS FALL 2016 AND SPRING 2017

For purposes of this invitation to bid the City of Birmingham will hereby be referred to as “City” and the vendor will hereby be referred to as “Contractor.”

The Birmingham Police Department is accepting sealed bids from qualified vendors for the painting of street lane markings. The painting will include yellow, white, and blue glass beaded paint to meet or exceed Michigan Department of State Highway and Transportation specifications (waterborne).

THE STREETS ARE TO BE PAINTED DURING LATE NIGHT / EARLY MORNING HOURS WHEN VEHICULAR TRAFFIC IS MINIMAL.

Proposals for long line / center line striping are not requested in this invitation to bid as the contract issued in 2016 will be extended at the same rate through mutual extent of the City of Birmingham and the successful bidder.

Two price quotes are requested for the handwork portion of this annual project (symbols, crosswalks, parking spaces, etc.) - one for the fall of 2016 and one for the spring of 2017. Note that quantities differ between spring and fall items to be painted.

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department.

The City reserves the right to request additional information or clarification from bidders. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment.
The Birmingham Police Department is accepting sealed bids from qualified vendors for **PAVEMENT MARKINGS 2016-2017**. The specifications are detailed on the attached sheets.

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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

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

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

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

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

Submit bids in a sealed envelope marked **"PAVEMENT MARKINGS 2016-2017"**. Also indicate the bid opening date and time on the envelope.

The City of Birmingham is exempt from State of Michigan and federal excise taxes. Do not include such taxes in the bid. The City will furnish the successful vendor with tax exemption information when requested.

All proposals shall include the following information: Vendor name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of the bid.

The City of Birmingham reserves the right:

1. To award bids received on the basis of individual items, or group of items, or on the entire list of items.
2. To reject any and all bids, or any part thereof.
3. To waive any informality in the bids received.
4. To accept the bid that the City Commission shall deem to be in the best interest of City of Birmingham.
The City of Birmingham, Michigan will grant to the successful bidder a purchase orders for the following:

**PAVEMENT MARKINGS FALL 2016**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11,407</td>
<td>6” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>11,969</td>
<td>12” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>138</td>
<td>24” CROSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>13,310</td>
<td>YELLOW CURB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>SCHOOL LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>55</td>
<td>ONLY LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>25 MPH LEGENDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>71</td>
<td>LEFT TURN ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>14</td>
<td>RIGHT TURN ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>THRU ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>19</td>
<td>COMBO ARROWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>0</td>
<td>BLUE CURB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>7</td>
<td>HANDICAP SYMBOLS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>160</td>
<td>6” BLUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>21,547</td>
<td>6” PARKING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>516</td>
<td>6” WHITE HATCH – CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>468</td>
<td>12” WHITE HATCH – CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>2,822</td>
<td>16” WHITE HATCH – CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>87</td>
<td>18” WHITE HATCH – CROSSWALKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>15</td>
<td>12” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>384</td>
<td>18” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>2,306</td>
<td>24” STOP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>0</td>
<td>4” WHITE - PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>2,500</td>
<td>6” WHITE – PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>0</td>
<td>6” YELLOW – PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>500</td>
<td>YELLOW CURB – PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>2,600</td>
<td>4” BLUE – PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>500</td>
<td>6” BLUE – PARKING LOTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>100</td>
<td>HANDICAP SYMBOLS – PARKING LOTS and METER SPACES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>0</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>0</td>
<td>WHITE LINE – SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>0</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>0</td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BID GRAND AMOUNT TOTAL (FALL 2016)**

**PROJECT TIMELINE:** ESTIMATED DELIVERY DATE: ________________________

BIDDER’S SIGNATURE ____________________________________________ DATE ____________

It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of bid opening to allow for the award of the bid.
The City of Birmingham, Michigan will grant to the successful bidder a purchase orders for the following:

**PAVEMENT MARKINGS SPRING 2017**

**NOTE: QUANTITIES ARE APPROXIMATE**

**BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT</th>
<th>PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>23,563</td>
<td>6” CROSS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>20,634</td>
<td>12” CROSS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>138</td>
<td>24” CROSS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>28,482</td>
<td>YELLOW CURB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>33</td>
<td>SCHOOL LEGENDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>76</td>
<td>ONLY LEGENDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>14</td>
<td>25 MPH LEGENDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>89</td>
<td>LEFT TURN ARROWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>22</td>
<td>RIGHT TURN ARROWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>15</td>
<td>THRU ARROWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>31</td>
<td>COMBO ARROWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>20</td>
<td>BLUE CURB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>9</td>
<td>HANDICAP SYMBOLS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>395</td>
<td>6” BLUE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>35,000</td>
<td>6” PARKING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1,800</td>
<td>6” WHITE HATCH – CROSSWALKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>1,560</td>
<td>12” WHITE HATCH – CROSSWALKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>2,822</td>
<td>16” WHITE HATCH – CROSSWALKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>87</td>
<td>18” WHITE HATCH – CROSSWALKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>253</td>
<td>12” STOP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>939</td>
<td>18” STOP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>4,243</td>
<td>24” STOP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>1,000</td>
<td>4” WHITE - PARKING LOTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>11,420</td>
<td>6” WHITE – PARKING LOTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>2,124</td>
<td>6” YELLOW – PARKING LOTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>1,100</td>
<td>YELLOW CURB – PARKING LOTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>2,450</td>
<td>4” BLUE – PARKING LOTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>900</td>
<td>6” BLUE – PARKING LOTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>107</td>
<td>HANDICAP SYMBOLS – PARKING LOTS AND METER SPACES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>117,000</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>50,100</td>
<td>WHITE LINE – SEE ATTACHED LIST</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>34</td>
<td>SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>34</td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (SPRING 2017)**

**PROJECT TIMELINE:** ESTIMATED DELIVERY DATE:________________________

**BIDDER’S SIGNATURE____________________________________ DATE ____________

It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of bid opening to allow for the award of the bid.
BIDDER’S AGREEMENT

In submitting this bid as herein described the bidder agrees that:

1. Bidder / Vendor has carefully examined the specifications, terms and agreement of the Invitation to Bid and all other provisions of this document and understands the meaning, intent, and requirements therein.

2. Bidder / Vendor will accept a purchase order and furnish all items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

COMPANY__________________________________________________________

ADDRESS__________________________________________________________

CITY______________STATE__________ZIP______________

REPRESENTATIVE____________________________TITLE____________________

EMAIL____________________________________________________________

PHONE____________________FAX____________________________________

SIGNATURE________________________________DATE____________________
SPECIFICATIONS AND REQUIREMENTS

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

INSURANCE

The successful vendor is required to procure and maintain certain types of insurances.

The Contractor shall not commence work under this contract until the company has 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 insurance carriers acceptable to the City of Birmingham.

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

2. **Commercial General Liability Insurance**: The Contractor shall procure and maintain during the life of this contract, 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.

3. **Motor Vehicle Liability**: The Contractor shall procure and maintain during the life of this contract 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.

4. **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 employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

5. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Birmingham, Police Department, attention Ellen DeView, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

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

   a. Two (2) copies of Certificate of Insurance for Workers' Compensation;

   b. Two (2) copies of Certificate of Insurance for Commercial General Liability;

   c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

   d. If so requested, Certified Copies of all policies mentioned above will be furnished.
7. **Insurance Certificate to be Submitted with Bid:** The Contractor shall submit a copy of their standard insurance certificate, included with their bid, to the City of Birmingham.

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

**CONTINUATION OF COVERAGE**

The Contractor 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 agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost effective coverage and may contract with any insurer for such coverage.

**INDEMNITY**

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

**CONFLICT OF INTEREST**

The City of Birmingham will not enter into a contract to furnish materials or services to the City from any City official, his or her spouse, child or parent, or from any corporation, association or partnership in which any City official, his or her spouse, child or parent, has any direct or indirect interest. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest.

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

**FAILURE TO PERFORM / REMEDIAL ACTIONS**

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

**OBLIGATION TO EXECUTE 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 as abandoned, and all rights and interest in the award and the contract may be awarded to another.
NON-DISCRIMINATION

The Contractor shall, when applicable, comply with the requirements of all federal, state, and local laws and ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law.

NON-ASSIGNABILITY

The covenants, conditions, and the Agreements herein contained are hereby declared binding on the City and Contractor. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other.

SETTLEMENT OF DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If 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.

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.

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

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

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

<table>
<thead>
<tr>
<th>PREPARED BY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Print Name)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURE</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COMPANY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>PHONE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME OF PARENT COMPANY</th>
<th>PHONE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TAXPAYER I.D.#</th>
</tr>
</thead>
</table>
CONTRACT

THIS AGREEMENT made the ____ day of August, 2017, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the “city”, and Hart Pavement Striping Corporation of Milford, MI hereafter called the “contractor” relative to the painting of street pavement markings in the amount of $87,690.00 total for the fall of 2017 and spring of 2018 to wit:

1. All advertisements for bids, proposals, instructions to bidders, specifications, plans, hereto attached or herein referred to, shall be and are hereby made a part of this agreement.

2. The contractor shall provide street pavement markings in the fall of 2017 and spring of 2018, as set forth in the attached proposal, and in accordance with the plans and specifications which have been made a part of this agreement in a manner, time and place, as therein set forth.

3. The city promises and agrees to pay said contractor for the painting of pavement markings under this agreement at the price provided in the attached quotation.

4. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attested: ___________________________________________________ By: _____________________________________________________
Cherilynn Mynsberge Mark Nickita
City Clerk Mayor

Witnessed: __________________________________________________________

HART PAVING STRIPING CORPORATION

By: _____________________________________________________________ Witnessed: __________________________________________________________________________
Dann D. Hart, President

APPROVAL (1.135 City Code)

Timothy J. Currier
City Attorney as to Form

Joseph A. Valentine
City Manager as to Substance

Mark Gerber
Director of Finance as to Financial Obligations

Mark H. Clemence
Police Chief as to Substance
DATE: August 25, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police


On June 5, 2015 the police department requested sealed proposals for the painting of street lane markings (yellow center and white long line striping) for the 2015-16 fiscal year with a bid opening on June 23, 2015. This invitation to bid was published on the Michigan Intergovernmental Trade Network (MITN). One price quote was requested for the spring of 2016 as center and long line markings are applied once per year, usually during the month of June. Three bids were received, and the city commission awarded a contract to PK Contracting, Inc. (PK) in the amount of $10,027.00. The contract provided for the City to offer the successful vendor an option to extend at the same rate for two (2) additional years through mutual consent.

This contract was extended for the 2016-17 fiscal year by mutual consent. Aden Shea, Vice President of PK Contracting has agreed to extend pricing from the 2015-16 contract for the 2017-18 long line pavement marking project.

The police department recommends renewing the contract with PK Contracting for center and long line painting in the amount of $10,027.00 for the 2017-18 fiscal year project.

Sufficient funds are allocated in the 2017-18 major streets budget contract lane painting account to provide for this expenditure.

SUGGESTED RESOLUTION:

To extend the 2015-16 agreement with PK Contracting, Inc. for painting yellow centerline and white long line pavement markings in the amount of $10,027.00 for the 2017-18 fiscal year; further authorizing and directing the mayor and city clerk to sign the agreement on behalf of the city; further to authorize this budgeted expenditure from account number 202-303-001-937.0200.
# BID FORM

**PAVEMENT MARKINGS SPRING 2016**

*NOTE: QUANTITIES ARE APPROXIMATE*

*BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>117,000</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td>$ .06</td>
<td>$ 7,020.00</td>
</tr>
<tr>
<td>2</td>
<td>50,100</td>
<td>WHITE LINE - SEE ATTACHED LIST</td>
<td>$ .04</td>
<td>$ 2,044.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td>$ 1.00</td>
<td>$ 1,000.00</td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (SPRING 2016)** $10,027.00

**PROJECT TIMELINE:**

**ESTIMATED DELIVERY DATE:** *Per Specifications*

**BIDDER'S SIGNATURE:**

**DATE:** 4/22/15

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.
INVITATION TO BID

Sealed bids endorsed “PAVEMENT MARKINGS 2015-2016” will be received by the City of Birmingham, Michigan at the Office of City Clerk, 151 Martin Street, P.O. Box 3001, Birmingham, MI, 48012 until Tuesday, June 23, 2015 at 10:00 a.m., at which time the bids will be publicly opened and read.

The street listing for centerline markings and quantities of items to be painted are indicated on the attached sheets. The painting will include yellow and white glass beaded paint to meet or exceed Michigan Department of State Highway and Transportation specifications (waterborne). **THE STREETS ARE TO BE PAINTED DURING THE LATE NIGHT/ EARLY MORNING HOURS WHEN VEHI CULAR TRAFFIC IS MINIMAL.**

One price quote is requested for the spring of 2016.

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department.

Specifications are available exclusively via the Michigan Intergovernmental Trade Network (MITN).*

Bids must be submitted in a sealed envelope marked “PAVEMENT MARKINGS 2015-2016”. The date and time of the bid opening must be marked on the envelope.

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

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

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

Submitted to MITN: June 5, 2015
Deadline for Submissions: June 23, 2015 10:00 a.m.
Contact Person: Ellen DeView, Staff & Services Coordinator
Birmingham Police Department
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012
Phone: (248) 530-1869
Email: edeview@bhamgov.org

* The City of Birmingham is part of an organization called the Michigan Intergovernmental Trade Network (MITN), a group of agencies that joined forces to create a regional bid notification system to notify companies of new bid opportunities. Bids, quotations and proposals are posted online. All vendors are encouraged to visit [www.govbids.com](http://www.govbids.com) and click on “The Michigan MITN System” link in order to register their company and gain access to new bids and proposals. If you do not have internet access, please call 1-800-835-4603, to speak to a representative at IPT BidNet®, the technical support group that handles the MITN system.
INTRODUCTION

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

PAVEMENT MARKINGS SPRING 2016

For purposes of this invitation to bid the City of Birmingham will hereby be referred to as “City” and the vendor will hereby be referred to as “Contractor.”

The Birmingham Police Department is accepting sealed bids from qualified vendors for the painting of street lane markings. The street listing for centerline markings and quantities of items to be painted are indicated on the attached sheets. The painting will include yellow and white glass beaded paint to meet or exceed Michigan Department of State Highway and Transportation specifications (waterborne).

THE STREETS ARE TO BE PAINTED DURING LATE NIGHT / EARLY MORNING HOURS WHEN VEHICULAR TRAFFIC IS MINIMAL.

Proposals for long line / center line striping for the spring of 2016 are requested in this invitation to bid. The handwork portion of this annual project (symbols, crosswalks, parking spaces, etc.) has been extended through mutual consent from the 2013-14 bid awarded to the successful vendor.

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department.

The City reserves the right to request additional information or clarification from bidders. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment.
INVITATION TO BID SUMMARY
PAVEMENT MARKINGS 2015-2016

The Birmingham Police Department is accepting sealed bids from qualified vendors for PAVEMENT MARKINGS 2015-2016. The specifications are detailed on the attached sheets.

STREETS TO BE PAINTED IN ACCORDANCE TO MMUTCD (YELLOW and WHITE LONG LINES)

- Adams Road/Woodward to Big Beaver
- Bates/Willits to Lincoln, and dead end of Bates
- Bowers/Adams to Woodward
- Bowers/East of Adams for approximately one block
- Brown Street/Southfield to Hunter
- Chester/Brown to Willits
- Chesterfield for approximately 135' south of Quarton and also for approximately 200' North of Maple
- Coolidge southbound between Derby and Maple
- Derby/East of Adams for approximately one block
- Elm Street/Haynes to Bowers
- Elm Street/south of Maple for approximately 40'
- Eton/Yorkshire to Lincoln
- Eton/one block north of 14 Mile
- 14 Mile Road/Cummings to east city limits (north lane lines only)
- Hamilton/Woodward to Hunter
- Lincoln/Arlington to Eton and Cranbrook to Hillside
- Maple/Cranbrook to Coolidge (Edenborough to Coolidge, north lane lines only)
- Merrill/Southfield to Woodward
- Oak Street/Hunter Boulevard to Woodward/Lakeside to City limits
- Oakland Boulevard/Hunter to Lawndale
- Park Street/Maple to Oakland
- Pierce Street/Maple to Brown
- Shirley/from a point 300' north of Lincoln to a point 600' north of Lincoln
- Southfield/Maple to I4 Mile Road
- Willits/Woodward to Chester
- Woodward/North crossover to Lincoln

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

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

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

Submit bids in a sealed envelope marked “PAVEMENT MARKINGS 2015-2016”. Also indicate the bid opening date and time on the envelope.

The City of Birmingham is exempt from State of Michigan and federal excise taxes. Do not include such taxes in the bid. The City will furnish the successful vendor with tax exemption information when requested.
BIDDER’S AGREEMENT

In submitting this bid as herein described the bidder agrees that:

1. Bidder / Vendor has carefully examined the specifications, terms and agreement of the Invitation to Bid and all other provisions of this document and understands the meaning, intent, and requirements therein.

2. Bidder / Vendor will accept a purchase order and furnish all items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

COMPANY__________________________________________

ADDRESS__________________________________________

CITY______________ STATE_________ ZIP ______________

REPRESENTATIVE____________________ TITLE________________

EMAIL______________________________________________

PHONE_________________ FAX____________________

SIGNATURE________________________ DATE ______________
SPECIFICATIONS AND REQUIREMENTS

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

INSURANCE

The successful vendor is required to procure and maintain certain types of insurances.

The Contractor shall not commence work under this contract until the company has 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 insurance carriers acceptable to the City of Birmingham.

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

2. **Commercial General Liability Insurance**: The Contractor shall procure and maintain during the life of this contract, 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.

3. **Motor Vehicle Liability**: The Contractor shall procure and maintain during the life of this contract 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.

4. **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 employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

5. **Cancellation Notice**: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Birmingham, Police Department, attention Ellen DeView, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

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

   a. Two (2) copies of Certificate of Insurance for Workers' Compensation;

   b. Two (2) copies of Certificate of Insurance for Commercial General Liability;

   c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

   d. If so requested, Certified Copies of all policies mentioned above will be furnished.
7. **Insurance Certificate to be Submitted with Bid:** The Contractor shall submit a copy of their standard insurance certificate, included with their bid, to the City of Birmingham.

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

**CONTINUATION OF COVERAGE**
The Contractor 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 agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost effective coverage and may contract with any insurer for such coverage.

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

**CONFLICT OF INTEREST**
The City of Birmingham will not enter into a contract to furnish materials or services to the City from any City official, his or her spouse, child or parent, or from any corporation, association or partnership in which any City official, his or her spouse, child or parent, has any direct or indirect interest. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest.

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

**FAILURE TO PERFORM / REMEDIAL ACTIONS**
If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the specifications as determined in the bid or as otherwise permitted by law.

**OBLIGATION TO EXECUTE 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 as abandoned, and all rights and interest in the award and the contract may be awarded to another.
NON-DISCRIMINATION

The Contractor shall, when applicable, comply with the requirements of all federal, state, and local laws and ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law.

NON-ASSIGNABILITY

The covenants, conditions, and the Agreements herein contained are hereby declared binding on the City and Contractor. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other.

SETTLEMENT OF DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If 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.

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.

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

The attached Iran Sanctions Act Vendor Certification Form must be completed and included with the sealed bid.
All proposals shall include the following information: Vendor name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of the bid.

The City of Birmingham reserves the right:

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

---

**BID FORM**

**PAVEMENT MARKINGS SPRING 2016**

**NOTE: QUANTITIES ARE APPROXIMATE**

**BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>117,000</td>
<td>YELLOW LINE - SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>50,100</td>
<td>WHITE LINE – SEE ATTACHED LIST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>MOBILIZATION / SETUP CHARGE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL AMOUNT (SPRING 2016)**

---

**PROJECT TIMELINE:**

ESTIMATED DELIVERY DATE: __________________________

BIDDER'S SIGNATURE __________________________ DATE __________

---

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of bid opening to allow for the award of the bid.
Pursuant to Michigan law and the Iran Economic Sanctions Act, 2012 PA 517 (“Act”), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

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

PREPARED BY
(Print Name)  DATE

TITLE  DATE

AUTHORIZED SIGNATURE  E-MAIL ADDRESS

COMPANY

ADDRESS  PHONE

NAME OF PARENT COMPANY  PHONE

ADDRESS

TAXPAYER I.D.#
CONTRACT

THIS AGREEMENT made the ____ day of August, 2017, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "city", and P.K. Contracting, Inc. of Troy, MI hereafter called the "contractor" relative to the painting of street pavement markings in the amount of $10,027.00 total for centerline pavement markings in the spring of 2018 to wit:

1. All advertisements for bids, proposals, instructions to bidders, specifications, plans, hereto attached or herein referred to, shall be and are hereby made a part of this agreement.

2. The contractor shall provide street pavement markings in the spring of 2018, as set forth in the attached proposal, and in accordance with the plans and specifications which have been made a part of this agreement in a manner, time and place, as therein set forth.

3. The city promises and agrees to pay said contractor for the painting of pavement markings under this agreement at the price provided in the attached quotation.

4. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attested:  
Cherilynn Mynsberge  
City Clerk

By:  
Mark Nickita  
Mayor

Witnessed:  
P.K. CONTRACTING, INC.

By:  
Aden Shea  
Vice President

Witnessed:

APPROVAL (1.135 City Code)

Timothy J. Carrier  
City Attorney as to Form

Mark Gerber  
Director of Finance as to Financial Obligations

Mark H. Clemence  
Police Chief as to Substance

Mark Nickita  
Mayor
DATE: August 16, 2017

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O’Meara, City Engineer
       Jana L. Ecker, Planning Director

SUBJECT: Multi-Modal Transportation Consulting Services
          Request for Proposals

The Multi-Modal Transportation Board (MMTB) was originally authorized in the spring of 2014. The Board was preceded by a Multi-Modal Transportation Steering Committee, which had been created in 2013 to oversee the preparation of the Multi-Modal Transportation Master Plan. Once the plan was finalized and adopted, the original steering committee was disbanded. The new MMTB was charged with overseeing all City street projects, ensuring that they complied with the new Master Plan. They also were charged with overseeing new initiatives of a multi-modal nature, particularly those recommended in the Master Plan. Finally, the new Board was also charged with taking over the duties of the former Traffic & Safety Board.

In 2014, the City issued a Request for Qualifications (RFQ) seeking traffic engineering services, supplemented with knowledge and understanding of designing and advising for multi-modal transportation concepts, particularly in an urban setting. In September 2014, the firm of Fleis and Vandenbrink was selected as the City’s traffic consultant, and has acted as a multi-modal transportation consultant to the MMTB and the City Commission. However, this contract has now expired.

On July 24, 2017, the City Commission directed staff to issue a Request for Proposals (RFP) to seek qualified consulting firms, and extended the previous contract with Fleis and Vandenbrink for six months to allow staff time to go through the RFP process.

On August 3, 2017, the MMTB reviewed the draft RFP. The MMTB requested that language be added in the context sensitive planning section of the RFP encouraging creativity, innovation, and best practices. Board members also asked that the italics be removed from the headings, and that the word advice on the first page should be changed to advise. The MMTB voted unanimously to recommend approval of the RFP to the City Commission.

On August 14, 2017, the City Commission requested two modifications to the RFP, which have now been made. Please find attached a revised draft RFP document with the revisions in blue type for your review and comment. The City Commission may wish to direct staff to issue the RFP at this time.
SUGGESTED RESOLUTION:

To direct staff to issue the Request for Proposals for the solicitation of qualified firms to provide multi-modal transportation consulting services to assist the MMTB and the City Commission in reviewing all transportation-related projects with the changes noted.
INTRODUCTION

The City of Birmingham has a long history of maintaining and improving its infrastructure as it strives to be a premier community within Metro Detroit. As a part of that effort, in 2011, Birmingham adopted a Complete Streets resolution to improve multi-modal transportation by creating better conditions for walking, biking and transit. In November, 2013, the City accepted a Multi-Modal Transportation Master Plan (MMTP), as created by the Ann Arbor, MI firm of Greenway Collaborative.

As one of the first significant actions suggested in the Master Plan, the City created a Multi-Modal Transportation Board (MMTB). The board held its first meeting in June, 2014. The purpose of this standing committee is to review all transportation and transportation-related infrastructure projects and issues and to provide the following:

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

The City of Birmingham is seeking a multi-modal transportation consultant(s) to provide professional consulting services to City staff, the City Commission, the MMTB and any other
boards or committees as required, and to act as the City’s Traffic Engineer. The City regularly budgets and constructs several road improvement projects each year. Prior to final design, the MMTB is asked to review the street segments planned for improvement. The consultant will be asked to study various components of particular street segments, and to provide technical expertise and guidance on how various multi-modal improvements can be implemented, and how each change will impact all users of the street. The consultant may be required to prepare written reports, draw plans for transportation projects, conduct traffic modelling, conduct public presentations and assist City staff in all aspects of the review and final approval process.

CONSULTANT SKILLS & EXPERIENCE

The successful multi-modal transportation consultant submitting a proposal under this RFP must be able to demonstrate professional knowledge and experience in the following areas of expertise to assist the City of Birmingham, in order of importance:

1. CONTEXT SENSITIVE PLANNING AND URBAN DESIGN

The consultant must demonstrate experience designing and implementing transportation projects that are responsive to the context of the surrounding environment, through the use of unique design elements to enhance the urban aesthetic or to preserve historic resources/views, extensive stakeholder input to ensure a final design that supports the community’s core values and a collaborative, interdisciplinary approach. The consultant’s team must include at least one urban planning or urban design professional that has the skill-set to conceptualize, design and graphically communicate multiple approaches, strategies and solutions for critical infrastructure projects, to be determined by the City Manager. Preference will be given to consultants with experience designing and implementing innovative solutions that push the envelope of standard practice and look to future changes and technological developments for design guidance.

2. MULTI-MODAL MOBILITY PLANNING

The consultant must have experience in designing public infrastructure projects with multi-modal elements, reviewing and evaluating the impacts of pedestrian, bicycle, vehicle and transit improvements on the level of service of all modes of transportation, and experience implementing multi-modal master plans in other urban areas. Prior experience implementing new and innovative transportation designs is preferred.

3. TRAFFIC ENGINEERING

The successful consultant must have traffic engineering skills and experience evaluating both signalized and non-signalized roadways in urban areas, and the consultant’s team must include at least one licensed traffic engineer. The consultant should be able to demonstrate experience in another community acting as the City’s Traffic Engineer under the Uniform Traffic Code (as prepared by the Michigan State Police, see Attachment A). The consultant must have experience using traffic simulation computer models to evaluate multi-modal improvements at signal-controlled intersections.

It is expected that the selected multi-modal transportation consultant will assist the City in reviewing and evaluating all transportation infrastructure projects and transportation-related issues with reference to and guidance from the following:
The Birmingham MMTP;
The 2010 Highway Capacity Manual;
The U.S. Department of Transportation’s (“USDOT”) Manual on Uniform Traffic Control Devices for Streets and Highways;
The National Association of City Transportation Officials’ (“NACTO”) Urban Street Design Guide;
The Institute of Transportation Engineers’ (“ITE”) Designing Walkable Urban Thoroughfares: A Context Sensitive Approach;
The Michigan Department of Transportation’s (“MDOT”) Best Design Practices for Walking and Bicycling in Michigan;
The MDOT Complete Streets Policy 2012; and
Any other related traffic, bicycle, pedestrian or transit guidelines used in other urban areas.

The successful multi-modal transportation consultant will be expected to attend all MMTB meetings (monthly), and any City Commission, Planning Board or other City meetings as required, and to conduct presentations and answer questions as needed.

SCHEDULE
The MMTB is currently working with a consulting firm that is operating under a contract that can be terminated with 30 days notice. The MMTB continues to meet and review projects that will be designed and built in 2018. At least one of these projects will require study from the consultant selected under this RFP. It is hoped that once authorized, the selected consultant will be prepared to begin working with the City as soon as practical.

CONTENT AND FORMAT OF PROPOSALS
If you are interested in working with the City on this project, please submit a proposal to the City of Birmingham, including a Statement of Qualifications containing the following information:

DESCRIPTION OF THE TEAM AND TEAM LEADER
The City prefers to select a diverse consulting team that will utilize a collaborative and interdisciplinary approach to reviewing and evaluating transportation projects. As noted above, at least one member of the consulting team must be a licensed engineer, and one member must be an urban planner or urban design professional. In addition, the consultant should select a team leader who will be assigned to oversee and personally assist in all activities that involve the Board. The team leader shall be regularly available to attend Board meetings, currently being held on the first Thursday of each month, at 6:00 P.M. The statement should
describe the proposed consultant team composition by indicating how it intends to perform the work (e.g.: as an independent company, a partnership, a joint venture, or a combination of prime and sub-consultants). The role of each participating entity shall be fully described. The qualifications and experience of each participating entity shall be identified in the Statement of Qualifications, especially as they relate to the particular areas of expertise that they will bring to this project.

**QUALIFICATIONS OF TEAM PERSONNEL**

The Statement of Qualifications must describe the experience and education of the specifically required team members, the team leader, and all other supporting team members by including summary resumes of key personnel, including experience and education in multi-modal mobility planning, traffic engineering services, context sensitive planning and urban design. The Statement of Qualifications shall outline other jurisdictions that the consultant has worked for, and include descriptions of multi-modal and context sensitive transportation projects that the consultant has been involved with in other urban areas.

**OTHER CLIENTS**

The City requires a consultant that will have the City of Birmingham as its first priority when assisting the City on issues that involve other municipalities, road agencies or other private interests. The consultant shall provide a statement that clarifies:

1. The average percentage of income earned by the consulting firm for the firm’s past three fiscal years from the MI Dept. of Transportation.
2. The average percentage of income earned by the consulting firm for the firm’s past three fiscal years from the Road Commission for Oakland Co.
3. The average percentage of income earned by the consulting firm for the firm’s past three fiscal years from developers or private firms that are involved in the development of private projects within Oakland Co.

As a part of this disclosure, the consultant shall verify in writing that should they be selected for this position, the consultant shall be prepared to phase out all relationships with developers that are currently active in the development of private properties within the City of Birmingham.

**CONSULTANT APPROACH**

The Statement of Qualifications shall provide a paragraph that summarizes the philosophy of the consulting firm(s) on the team, and how it/they will approach the various assignments given to it as the Multi-Modal Transportation Consultant assisting in addressing the various technical needs of the MMTB and the City of Birmingham.

**CONSULTING FEES**

Since there is a very broad scope of services to be provided on this project, compensation for the consultant’s work is expected to be based upon the hourly rates, plus reimbursable expenses for travel, copying, etc. The Statement of Qualifications shall include the prospective consultant’s proposed hourly rates for all personnel or subconsultants that are expected to work on various assignments, along with rates for typical reimbursable expenses expected in the execution of these duties.
DUE DATE

Prospective CONSULTANTS shall submit **seven (7) copies** of their Statement of Qualifications containing the information noted above by **4:00 PM** on **October 6, 2017**.

CITY REVIEW AND CONSULTANT SELECTION

It is expected that the full membership of the MMTB will review each Statement of Qualifications based on a pre-determined set of criteria. The Board will then prepare a short list of candidates that will be invited to be interviewed in October. The City will select a consultant based upon the approach to the described tasks, the qualifications of the firm(s), and the experience of the proposed project team. The City may request additional information from prospective consultants in their review of the materials.

A sample agreement for professional consulting services is attached for your reference. The final form of the consulting agreement and price may be negotiated based upon the final scope of the project.

The City reserves the right to reject all Statements of Qualification. The City is not responsible for any costs incurred by prospective consultants in submitting a Statement of Qualifications.

CONTACT INFORMATION

Please direct all responses to this Request for Proposals to the following address:

City of Birmingham  
P.O. Box 3001  
Birmingham, MI 48012

**Attn:  Paul O’Meara, Jana Ecker, & Scott Grewe**

Questions and requests for clarifications on this Request for Proposals should be sent by email to all three of the following contacts:

Paul O’Meara, P.E.  
City Engineer  
* pomeara@bhamgov.org

Jana Ecker  
Planning Director  
* jecker@bhamgov.org

Comm. Scott Grewe  
Police Dept.  
* sgrewe@bhamgov.org

Responses will be in writing, and will be sent to all prospective consultants. No phone calls please.

ATTACHMENTS

Attachment A – Rule 125 and 126 of the Uniform Traffic Code (enumerating the duties of a municipal traffic engineer)

Attachment B – C. 110, Articles II and VII of the City Code (enumerating the duties of the Multi-Modal Transportation Board)

Attachment C - Sample Professional Consulting Agreement

Attachment D – Final approved Multi-Modal Transportation Master Plan for the City of Birmingham
ATTACHMENT A
EXCERPT FROM THE MICHIGAN UNIFORM VEHICLE CODE


(1) The office of traffic engineer is hereby established. The traffic engineer shall be appointed in a manner prescribed by the ordinance making body and shall exercise the powers and duties provided in this code in a manner that is consistent with prevailing traffic engineering and safety practices and that is in the best interest of this governmental unit. If a traffic engineer is not appointed, then the authority of the engineer shall be vested in the chief of police.

(2) The traffic engineer is responsible for any duties specifically delegated to the local authority by the Act, unless another office is specifically designated by the Act or by this code or is by its nature the more appropriate office.

R28.1126 Rule 126. Duties of traffic engineer.

(1) The general duties of the traffic engineer are as follows:
   (a) To plan and determine the installation and proper timing and maintenance of traffic-control devices.
   (b) To conduct engineering analysis of traffic accidents and to devise remedial measures.
   (c) To conduct engineering investigations of traffic conditions.
   (d) To plan the operation of traffic on the streets of this governmental unit, including parking areas.
   (e) To cooperate with other officials of this governmental unit in the development of ways and means to improve traffic conditions.
   (f) To carry out the additional powers and duties imposed by the act and ordinances of this governmental unit.
   (g) To otherwise regulate the movement and parking of vehicles within the municipality consistent with the act.

(2) All duties carried out by the traffic engineer shall be in accordance with standard and accepted engineering practices as found in the Traffic Engineering Handbook, Fifth Edition, which is adopted by reference in these rules. The Handbook may be reviewed at the East Lansing Headquarters of the Michigan State Police, Special Operations Division, Traffic Services Section. The Handbook may be purchased from the Institute of Transportation Engineers, 1099 14th St., N.W., Suite 300 West, Washington DC, 20005-3438, or from the Michigan Dept. of State Police, Special Operations Division, Traffic Services Division, Traffic Services Section, 714 S. Harrison Road, East Lansing, MI 48823, at a cost as of the time of adoption of these rules of $110 each.
ATTACHMENT B
EXCERPT FROM THE BIRMINGHAM CITY CODE

- ARTICLE II. - MULTI-MODAL TRANSPORTATION BOARD

- Sec. 110-26. - Composition.
  (a) The multi-modal transportation board shall consist of nonvoting ex officio members and seven members appointed by the city commission. The nonvoting ex officio members shall be appointed by the city manager. They may include the city engineer, city planner, police chief, or their designated representative, or other representatives as the city manager deems appropriate. Insofar as possible, the city commission shall appoint members as follows:
    (1) One pedestrian advocate member;
    (2) One member with a mobility or vision impairment;
    (3) One member with traffic-focused education and/or experience;
    (4) One bicycle advocate member;
    (5) One member with urban planning, architecture or design education and/or experience; and
    (6) Two members at large living in different geographical areas of the city.

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

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

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

- Sec. 110-27. - Terms of members.
  Initial members of the multi-modal transportation board shall serve for the following terms: two members shall be appointed for one-year terms, two members shall be appointed for two-year terms, and three members shall be appointed for three-year terms. Thereafter, all appointments, except to fill vacancies, shall be for a term of three years. All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office shall be for the unexpired term.

(Ord. No. 2138, 2-10-14)
- **Sec. 110-28. - Compensation.**
  All members of the multi-modal transportation board shall serve without compensation.
  (Ord. No. 2138, 2-10-14)

- **Sec. 110-29. - Organization.**
  The multi-modal transportation board shall, from its appointed members, elect a chair who shall be the presiding officer of the board, and a vice-chair who shall serve in the absence of the chair. A secretary, who shall keep and maintain the proceedings of the board, shall be appointed by the board. The secretary need not be a member of the board. The terms of office for such officers shall be one year and until their successors have been elected. The ex officio members of the board may not act as the chair or vice-chair but may serve as secretary.
  (Ord. No. 2138, 2-10-14)

- **Sec. 110-30. - Meetings and quorum.**
  The multi-modal transportation board shall hold meetings at such time and place as may be established by the board. Special meetings may be called by the secretary at the written request of the chair or any three members of the board on at least two days' notice. A quorum for the transaction of business at the regular and special meetings shall be four appointed members and at least one ex officio member or their designated representative.
  (Ord. No. 2138, 2-10-14)

- **Sec. 110-31. - Scope of authority.**
  The multi-modal transportation board is a non-administrative board serving solely in an advisory capacity. In that capacity the board may make recommendations to the city commission but may not assume any legislative or administrative authority of the city commission or any department or board established by the city commission except as specifically provided in this chapter. The multi-modal transportation board is not authorized to expend city funds.
  (Ord. No. 2138, 2-10-14)

- **Sec. 110-32. - Purpose and duties.**
  The purpose of the multi-modal transportation board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the multi-modal transportation plan, including reviewing project phasing and budgeting. In furtherance of its purpose, the board shall endeavor to provide the following:
  (1)Advice on the implementation of the city’s multi-modal transportation plan to the city commission.
  (2)Review of the multi-modal transportation plan to assure that it remains current with citywide multi-modal transportation movements and regional transportation plans and initiatives.
  (3)An objective and technical multi-modal evaluation of plans for all road reconstruction and road resurfacing projects, sidewalk and pedestrian crossing projects, intersection or bridge projects, bicycle and transit facility improvement projects.
  (4)An objective and technical evaluation of transportation issues brought to the attention of or identified by the board.
An objective and technical evaluation of the transportation plan submitted for proposed development or redevelopment, as referred to the board by the planning board.

An objective and technical multi-modal evaluation of site plans submitted for proposed development or redevelopment, as referred to the board by the planning board.

An objective and technical multi-modal evaluation of any ordinance amendments related to transportation issues, as referred to the board by the planning board or city commission.

The application of accepted transportation engineering practices, multi-modal transportation planning and complete streets practices and national standards, including those published by the American Association of State Highway and Transportation Officials, in solving and preventing transportation problems.

Objective and technical recommendations regarding transportation engineering safety issues to the city commission.

A forum for the voluntary coordination of groups interested in transportation issues.

A forum to review and decide appeals of administrative decisions made by the police department on transportation-related regulatory requests under article VII of this chapter.

(Secs. 110-33—110-55. - Reserved.)

ARTICLE VII. - TRANSPORTATION REGULATORY REQUESTS

Sec. 110-191. - Purpose.
The purpose of this article is to maintain the effective functioning of the city's transportation system for all users, of all ages and abilities.

(Sec. 110-192. - Review.
Applications for all transportation related regulatory requests, including but not limited to, regulatory signs, signals, markings and devices, and the regulation of commercial and residential parking, shall be submitted to the police department for administrative review.

(Sec. 110-193. - Application.
Each transportation related regulatory request submitted to the police department under this article shall be on such forms and contain such information as the police department shall determine necessary, including but not limited to an explanation of the request, the reason(s) for the request, and a basic site plan of the conditions of the area in question.

(Sec. 110-194. - Application fee.
An application fee as established by the city commission shall be payable upon submitting an application for a transportation related request.

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

(Ord. No. 2139, 2-10-14)
• **Sec. 110-195. - Decision on request.**
  After reviewing the transportation related regulatory request, the police department may approve the request, approve on a trial basis for a limited period of time, or deny the request.  
  (Ord. No. 2139, 2-10-14)

• **Sec. 110-196. - Appeal.**
  Any applicant for administrative review under this article aggrieved by a decision of the police department shall have the right to appeal the decision to the multi-modal transportation board.  
  (Ord. No. 2139, 2-10-14)

• **Secs. 110-197—110-225. - Reserved.**
  **Secs. 110-168—110-190. - Reserved.**
CITY OF BIRMINGHAM
NOWAK & FRAUS, PLLC
ENGINEERING CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into this _ day of___, 20__ by and between the CITY OF BIRMINGHAM, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and __________________________ located at ______________________, Michigan, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform engineering services, including inspections and surveying, and,

WHEREAS, the CONSULTANT is willing to render such services desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CONSULTANT shall perform engineering services for the CITY, including, but not limited to, investigations, studies and preliminary engineering, design engineering, construction engineering and field layout, perform inspection services and surveys, update CITY'S record keeping as directed, obtain detailed "as built" information in the field and properly transfer this information to the CITY'S electronic mapping/GIS system.

Prior to the final acceptance of a project, the design engineer shall submit as-built plans, in both digital and hardcopy format, to the CITY. As-built plans shall be submitted for all projects involving sanitary sewer, storm sewer, and water main installation or modification. As-builts shall adhere to the CITY of Birmingham CAD/GIS submittal standards found under separate cover.

The CONSULTANT will provide said services only when requested to do so by the City Engineer.

2. The CONSULTANT shall perform all work under the direction of the City Engineer or a designated representative.

3. The CITY agrees to pay the CONSULTANT for services rendered on the basis of an hourly fee as set forth in Exhibit A which is attached hereto and made a part hereof. The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.

4. This Agreement shall commence on April 1, 2015, and shall terminate on March 31, 2020. However, notwithstanding the term of the agreement, the City shall have the right to
terminate this Agreement on ten (10) days written notice. In the event of termination, the CONSULTANT shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the CONSULTANT through such date.

5. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.

6. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.

7. The CONSULTANT 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 CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT’S employees who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

8. 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.

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

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

10. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The CONSULTANT shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

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

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

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

D. Additional Insured: The Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds
shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.

E. **Professional Liability Insurance:** If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than $2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.

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

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

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

2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

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

11. If, after the effective date of this Agreement, any official of the CITY, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the CONSULTANT, the CITY shall have the right to terminate this Agreement without further liability to the CONSULTANT if the disqualification has not been removed within thirty (30) days after the CITY has given the CONSULTANT notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
12. The CONSULTANT and the CITY agree that the CONSULTANT is acting as an independent contractor with respect to the CONSULTANT'S role in providing services to the CITY pursuant to this Agreement, and as such, shall be liable for its own actions and neither the CONSULTANT nor its employees shall be construed as employees of the CITY. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the CITY nor the CONSULTANT shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The CONSULTANT shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

13. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY and CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

15. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.

16. Notices shall be given to:

a. City of Birmingham
   151 Martin Street
   P.O. Box 3001
   Birmingham, MI 48012-3001
   Attention: Ms. Laura Pierce

   With copies to:

   Timothy J. Currier, City Attorney
   Beier Howlett, P.C.
   200 E. Long Lake Road, Ste. #110
   Bloomfield Hills, MI 48304
17. The CONSULTANT acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The CONSULTANT recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONSULTANT agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONSULTANT shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The CONSULTANT further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

19. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF BIRMINGHAM

[Signature]
Stuart Lee Sherman, Mayor

[Signature]
Laura Pierce, Clerk
5. MULTI-MODAL TRANSPORTATION CONSULTING SERVICES
REQUEST FOR PROPOSALS

Ms. Ecker recalled that in 2014, the City issued a Request for Proposals ("RFP") seeking traffic engineering services, supplemented with knowledge and understanding of designing and advising for multi-modal transportation concepts, particularly in an urban setting.

In September 2014, the firm of Fleis and Vandenbrink ("F&V") was selected as the City’s traffic consultant, and has acted as a multi-modal transportation consultant to the MMTB and the City Commission. However, this contract has now expired. On July 24, 2017, the City Commission directed staff to issue an RFQ to seek qualified consulting firms, and extended the previous contract with Fleis and Vandenbrink for six months to allow staff time to go through the RFP process.

Accordingly, the City will again be issuing an RFP to solicit multi-modal transportation consulting services to assist the MMTB and the City Commission in reviewing all transportation related projects. The revised RFP includes bringing in some broader planning perspectives and making sure that pedestrians, bicycles and vehicles are included. Ms. Ecker asked the MMTB to review and comment on the draft. Ultimately it will be up to the City Commission to determine whether to direct this board to issue the RFP. The RFP will go out to bid and then there will be a response time for respondents to submit their proposals. Interviews will be done by the MMTB and the top one or two will be sent to the City Commission who again makes the final decision on which consultant they would like to pick.

It was discussed that the interviews will be televised, as this is a public meeting. However, the competitors will not be allowed to watch the interviews of their fellow consultants. Ms. Ecker thought this board could recommend that the contract expire in three years as was recommended last time, however the City Commission may prefer a different term for the contract.

As a general statement, board members talked about encouraging creativity, innovation, and best practices in the context sensitive planning section of the RFP in order to prepare Birmingham to be a city of the future. It was noted that firms could partner with other firms if they didn’t have the required skillsets and knowledge within their own staff.

It was noted that if Chairperson Adams' firm is interested in submitting she should have a discussion with the City Attorney regarding a potential conflict of interest.

General consensus was that the draft RFP should lose the italics on headings, and that the word advice on the first page should be changed to advise.

**Motion by Ms. Slanga**
Seconded by Ms. Folberg to recommend that the RFP for professional multi-modal transportation consulting services, go to the City Commission with the text revisions discussed.

Motion carried, 5-0.

VOICE VOTE
Yeas:
Nays:
Absent:
DATE: August 28, 2017

TO: Joe Valentine, City Manager

FROM: Leslie Pielack, Museum Director
Carlos Jorge, Building Maintenance Supervisor

SUBJECT: Contract for Allen House Siding-Museum

Background

To complete needed replacement and repair of the Allen House siding and trim, Jackie Hoist, AIA of H2A Architects provided professional architectural services to the City of Birmingham to create drawings and bid documents in preparation for an RFP. Ms. Hoist is a Michigan Historical Architect per Secretary of Interior Standards 36CFR61, and prepared the drawings and specifications according to required standards applied by the State Historic Preservation Office for the treatment of historic properties. Her consultant role for the City includes approval of all contractor-provided materials and on site review of the project work in progress in collaboration with city staff.

Usual procedures were followed by city staff as follows:

- The architect’s specifications and drawings were reviewed by city staff, including the Building Official.
- Because the Allen House is part of the Mill Pond District, the documents were also reviewed and unanimously approved on July 19, 2017 by the Historic District Commission.
- A pre-bid meeting was required by the RFP and led by the architect at the Allen House; three prospective bidders attended for the site review and presentation of the project.
- Two bids were received in response to the RFP; the Building Maintenance Supervisor and Museum Director made an initial review of the bids in consultation with the architect. Both bidders met the requirements of the bid, including
  - compliance with the architect’s drawings and specifications
  - cost proposal and detail
  - required bid bond, and other bid-related documents
  - required timelines
- The two bids were widely disparate; L.G.K. Building, Inc., $57,430 vs. Grunwell-Cashero Co., $175,900. In further consultation with the architect, it was determined that additional clarification would be beneficial due to the large disparity between the two bids.
- References were checked on the low bidder and all were positive.

Further steps were then taken for additional meetings with both bidders. The architect, Building Maintenance Supervisor and Museum Director were in attendance; bidders were asked to give
additional clarifications and understanding of the project. Both bidders attended and provided the information requested.

A final review of all information with the architect confirmed that the low bidder, L.G.K. Building, Inc., was qualified to complete the project and should be recommended to receive the contract award.

Per usual procedure, the bidder provided a signed agreement with city contract requirements. These include

- The required liability insurance certificate
- A performance bond. The performance bond is held by a third party, usually a bank or insurance company, in the contract amount as insurance that the contract will be satisfactorily completed per the specifications of the contract.

All associated contract documents were reviewed as required by the City Attorney, Finance Director, and City Manager in preparation for final review by the City Commission.

At its meeting on August 14, 2017, the City Commission requested additional information about the recommended contractor due to the proposal disparity between the two bidders, to include:

- A Dun and Bradstreet credit report
- Information on any tax liens or unpaid obligations
- Additional references on recent comparable projects and projects on historic buildings

The Oakland County Register of Deeds office was contacted and indicated that there were no tax liens on record for this company currently or in the recent past. A Dun and Bradstreet report was acquired, and additional references were contacted. In addition, the architect provided a written report of her assessment of the recommended bidder as qualified to complete this project (See attached).

In summary, the initial city contractor review process, in combination with additional research by city staff confirms that L.G.K. Building, Inc. has no outstanding credit or liability concerns, is highly recommended by references for past projects of a similar nature, meets all requirements for the project as determined by the architectural drawings and specifications, has provided a performance bond and certificate of liability insurance, and is the lowest qualified bidder.

It is therefore recommended that the contract for the Repair and Replacement of the Siding and Trim for the Allen House be awarded to L.G.K. Building, Inc., for $57,430.00, consistent with the bid specifications.

This project was budgeted in 2015-2016 but not started; therefore, a budget amendment will be required for this project for 2017-2018. There is $80,000 available for this project in the Capital Projects Fund.

**Suggested Resolution:**
To approve a service agreement with L.G.K. Building, Inc., for the replacement of Siding and Trim for the Allen House in the amount of $57,430.00, to be charged to account 401-804.002-977.0000, and to direct the Mayor and City Clerk to sign the agreement on behalf of the City; further, to approve the appropriation and amendment to the 2017-2018 Capital Projects Fund budget as follows:

**Capital Projects Fund**

**Revenues**

- Draw from Fund Balance 401-000.000-400.0000  $57,430

**Expenditures:**

- Buildings – Allen House 401-804.002-977.0000  $57,430
ATTACHMENT B - BIDDER'S AGREEMENT
For Repair/Replacement of Siding and Trim for the Birmingham Museum-Allen House

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.

Alex Lek Kala
07/06/2017
PREPARED BY
(Print Name)
President

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

L.G.K Building Inc.

COMPANY

1851 Lone Pine Road. Bloomfield Hills, Mi. 48302

ADDRESS

(248) 757-3155

PHONE

SAME

NAME OF PARENT COMPANY

PHONE

ADDRESS
ATTACHMENT C - COST PROPOSAL

For Repair/Replacement of Siding and Trim for the Birmingham Museum-Allen House

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:

<table>
<thead>
<tr>
<th>COST PROPOSAL</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition and Disposal</td>
<td>$ 4,700</td>
</tr>
<tr>
<td>Replacement Siding</td>
<td>$ 17,180</td>
</tr>
<tr>
<td>Replacement Trim</td>
<td>$ 1,900</td>
</tr>
<tr>
<td>Staging Materials &amp; Equipment</td>
<td>$ 2,350</td>
</tr>
<tr>
<td>Miscellaneous (Attach Detailed Description)</td>
<td>$ 31,300</td>
</tr>
<tr>
<td><strong>TOTAL BID AMOUNT</strong></td>
<td><strong>$ 57,430</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNIT PRICES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition and Disposal per Sq. Ft.</td>
<td>$ 2.50/sq.f.</td>
</tr>
<tr>
<td>Replacement Siding per Sq. Ft.</td>
<td>$ 9.50/sq.f.</td>
</tr>
<tr>
<td>Replacement Trim per Lineal Ft</td>
<td>$ 3.75/lf.</td>
</tr>
</tbody>
</table>

Firm Name: L.G.K Building Inc.

Authorized signature: __________________________ Date: 07/06/2017

Printed Name: Alex Lek Kalaj

Phone: (248) 757-3155 Email: Lgkbuilding@gmail.com
L.G.K Building Inc.
1851 Lone Pine Road
Bloomfield Hills, Mi. 48302
Phone: (248) 757-3155

TO:  
City of Birmingham
Allen House Renovation

FROM:  
L.G.K Building Inc.
1851 Lone Pine Road
Bloomfield Hills, Mi. 48302

JOB INFORMATION:  
Allen House Renovation
556 Maple Road
Date:  
07/06/2017

SCOPE OF WORK:

Allen House renovation:

1. Remove shutters $900
2. Remove gutters and downspouts for repairs/repaint and re-install same back after repairs/paint complete $1,900
3. Replace 14 columns base 1x10 synthetic wood board $1,900
4. Spout, prime and paint entire house all paintable areas $17,200
5. Repair brick per plans $ 1,850
6. Caulk all items per addendum # 1. $ 3,800
7. Remove and replace step flashing and apron flashing round dormer walls as well as replace shingles around to accommodate for proper flashing $3,750

Total $31,300

We hereby propose to furnish labor and material to complete in accordance with the above specifications for the sum of

Dollars ($ 31,300)

with payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in workmanlike according to standards practices all alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within (14) 14 days and is void thereafter at the option of estimator.

Authorized Signature

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Home Owner: ____________________________ Date: ____________________________
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Repair/Replacement of Siding and Trim for the Birmingham Museum-Allen House

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.

Alex Iek Kalaj  07/06/2017
PREPARED BY  DATE
(Print Name)
President

TITLE  DATE

AUTHORIZED SIGNATURE  E-MAIL ADDRESS
LgKbuilding@gmail.com

L.G.K Building Inc.
COMPANY

1851 Lone Pine Road, Bloomfield Hills, MI 48302  (248) 757-3155
ADDRESS  PHONE

SAME
NAME OF PARENT COMPANY  PHONE

ADDRESS

30-0836796
TAXPAYER I.D.#
ATTACHMENT A – AGREEMENT
For Repair/Replacement of Siding and Trim for the Birmingham Museum-Allen House

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 L.G.K. Building, Inc., having its principal office at 1851 Lone Pine Road, Bloomfield Hills, MI 48302 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of seeking services to remove, to replace and to install of new siding and trim for the Allen House facility located at the Birmingham Museum in the city of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to repair, to replace and to install of new siding and trim for the Allen House facility located at the Birmingham Museum, 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 repair, to replace and to install of new siding and trim for the Allen House facility located at the Birmingham Museum.

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 repair, to replace and to install of new siding and trim for the Allen House facility located at the Birmingham Museum and the Contractor’s cost proposal dated July 6, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $ 57,430.00, as set forth in the Contractor’s July 6, 2017 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.
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.

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                     L.G.K. Building, Inc. Attn:
   Attn: Carlos Jorge                    Alex Lek Kalaj
   151 Martin Street                   1851 Lone Pine Road
   Birmingham, MI 48009                Bloomfield Hills, MI 48302
   248-530-1882                        248-757-3155

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:

L.G.K. Building, Inc.

By: Alex Lek Kalaj
Its: President

CITY OF BIRMINGHAM

By: Mark Nickita
Its: Mayor

By: Cherilynn Brown
Its: City Clerk

Approved:

Carlos Jorge, Building Superintendent
(Approved as to substance)

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

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

Joseph A. Valentine, City Manager
(Approved as to substance)
On July 20, 2017, I contacted the references for Alex Kalaj of L.G.K Building, Inc., and I found the following information:

1. **Residence: Mike Lucaj, located at 30959 South Hill, Lyon Township, MI 48165, 248-667-1953**
   
   Mr. Lucaj stated that L.G.K. Building has built several houses for him. Mr. Kalaj was in the process of finishing of a new home for Mr. Lucaj. Mr. Lucaj described Mr. Alex L. Kalaj as the best builder around; he was on schedule for all the projects, very pleased and satisfied with the deliverables and timing for moving into his new house.

2. **Commercial Building: City of Taylor (Pool House), Mr. Guido, building manager, 313-363-0100**
   
   Mr. Guido reported that he supervised the repainting and remodeling of the Pool House. He stated that the project went great and finished on time. Mr. Kalaj completed the work as per specs and Mr. Guido complimented him for his communication and availability.

3. **Historic Building: Charfoos and Christensen Law Firm (downtown Detroit), Douglas Peter, 313 875-8080**
   
   The work involved a historical building in downtown Detroit. The law firm secretary reported that Mr. Kalaj was very professional, the work was done on time, and they were very satisfied with his performance.

On August 14, 2017, the City of Birmingham requested additional references from L.G.K Building, Inc. for similar projects recently completed, and I found the following information for two residential projects that involved cedar shake siding:


   Both references were contacted regarding projects that involved installing cedar shake siding. The work was completed in May of 2016 and September, 2016, respectively. Both homeowners expressed that they were happy with the result, workmanship, professionalism, and dedication of his employees and would definitely recommend the L.G.K Building, Inc.

All references were positive and recommended L.G.K. Building, Inc.
August 18, 2017

Leslie Pielack - Museum Director
Birmingham Historical Museum
556 W. Maple Rd.
Birmingham MI 48009

RE: Siding and Trim Replacement for Allen House

Dear Ms. Pielack:

Two proposals have been received for Siding and Trim Replacement at the Allen House. I have reviewed the proposals. The apparent low bid was submitted by L.G.K. Building Inc. of Bloomfield Hills, Michigan. There was a significant variation between the two proposals therefore proposers were interviewed in person in an effort to vet any inconsistencies in the bids.

The apparent low bidder had no misunderstandings about the project scope, quantities or conditions of the project. The low bidder self-performs all trades and supervision. The only exception to this is electrical work. Any electrical components that need to be removed and reinstalled to undertake the siding work will be done by a sub-contractor and may be done by another of L.G. K’s family businesses. L.G.K. did have a sequential plan for undertaking the work that seemed reasonable. L.G.K. stated that all work will be per plans and specifications. L.G.K. is familiar with this building and painted the adjacent Hunter House 25 years ago.

L.G.K. must submit materials to H2A for review prior to installing them on the building. H2A will provide site visits to the building during construction to consult with the contractor and review progress. Therefore, while experience with historical buildings is preferred, it is not absolutely essential.

The bidder did provide a Bid Bond. The bidder does understand that if awarded the project a Payment and Performance Bond will be required.

L.G.K. did follow-up with questions regarding the flashing material, paint and shingles, confirming resources for the products specified and confirming that the product specifications were closed.

H2A has not worked with L.G.K. in the past and has no prior knowledge of their qualifications. L.G.K provided a list of references, including a historical building, the City’s Facilities Superintendent undertook the responsibility of checking references.

Prevailing wage rates were not required for this bid and there are no minimum wages for self-employed persons or family members that work for them

While the apparent low bid is substantially below the project budget, based upon the above information, including the statements of the bidder in the interview, and work plan, I found no basis to deny award of the contract. Therefore, I would recommend an award in the amount of Fifty-seven thousand four hundred and thirty dollars and no cents ($57,430.00) to L.G.K. Inc of Bloomfield, Michigan, in accordance with their proposal dated July 6, 2017.

Sincerely,

Project Manager, AIA
Historical Architect 36CFR61
Performance Bond

CONTRACTOR:  
(Name, legal status and address)  
L.G.K. BUILDING, INC.  
1851 Lone Pine Road  
Bloomfield Hills, MI 48302

OWNER:  
(Name, legal status and address)  
City of Birmingham  
151 Martin St  
Birmingham, MI 48012

CONSTRUCTION CONTRACT  
Date: 7/19/2017

Amount: $57,430.00

Description:  
(Name and location)  
Repair/Replacement of Siding and Trim for the Birmingham Museum - Allen House

SURETY:  
(Name, legal status and principal place of business)  
Granite Re, Inc.  
14001 Qualbrook Dr  
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND  
Date: 7/20/2017  
(Not earlier than Construction Contract Date)

Amount: $57,430.00

Modifications to this Bond:  
☐ None  
☐ See Section 16

CONTRACTOR AS PRINCIPAL  
Company:  
(Legal Seal)  
L.G.K. BUILDING, INC.

Signature:  
Name and Title:  
(Any additional signatures appear on the last page of this Performance Bond)

SURETY  
Company:  
(Legal Seal)  
Granite Re, Inc.

Signature:  
Name and Title:  
Connie Smith, Attorney-in-fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:  
J. Ryan Bonding, Inc.  
2920 Enloe St., Ste 103  
P.O. Box 466  
Hudson, WI 54016  
800-535-0096

OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party)  
Owner
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after:
   .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;
   .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;
   and
   .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
   .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
   .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for:

1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
2. additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 5; and
3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 16 Modifications to this bond are as follows: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: ____________________________ (Corporate Seal)

SURETY
Company: ____________________________ (Corporate Seal)

Signature: ____________________________ Signature: ____________________________
Name and Title: ____________________________ Name and Title: ____________________________
Address: ____________________________

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

Payment Bond

CONTRACTOR:  
(Name, legal status and address)  
L.G.K. BUILDING, INC.  
1851 Lone Pine Road  
Bloomfield Hills, MI 48302

SURETY:  
(Name, legal status and principal place of business)  
Granite Re, Inc.  
14001 Quartzbrook Dr  
Oklahoma City, OK 73134

OWNER:  
(Name, legal status and address)  
City of Birmingham  
151 Martin St  
Birmingham, MI 48012

CONSTRUCTION CONTRACT  
Date: 7/19/2017  
Amount: $57,430.00  
Description:  
(Name and location)  
Repair/Replacement of Siding and Trim for the Birmingham Museum - Allen House

BOND  
Date: 7/20/2017  
(Not earlier than Construction Contract Date)  
Amount: $57,430.00  
Modifications to this Bond:  
☐ None  
☐ See Section 18

CONTRACTOR AS PRINCIPAL  
Company:  
L.G.K. BUILDING, INC.  
Signature:  
Name and Title:  
(Any additional signatures appear on the last page of this Payment Bond)

SURETY  
Company:  
Granite Re, Inc.  
Signature:  
Connie Smith, Attorney-in-fact  
Name and Title:  
(Architect, Engineer or other party.)  
Owner

AGENT or BROKER:  
J. Ryan Bonding, Inc.  
2920 Enloe St., Ste 103  
P.O. Box 465  
Hudson, WI 54016  
800-535-0006

OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party.)  
Owner

Init.  

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety’s obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
   .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
   .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety’s failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 512 or 52, or (2) on which the last labor or service was performed by anyone or the last materials or equipment furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:
.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant, and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of "water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init. AIA Document A312™ - 2010. The American Institute of Architects.

7
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: ____________________________  Signature: ____________________________
Name and Title: ______________________  Name and Title: ______________________
Address: _________________________________________________________________

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init. ____________________________

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA )
 ) SS:
COUNTY OF OKLAHOMA )

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 6, 2017
Commission #: 01013257

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

In witness whereof, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 20 day of July, 2015.

Kyle P. McDonald, Secretary/Treasurer

GR0800-1
# Certificate of Liability Insurance

**Claimed Dates: 8/3/2017**

**Producer:**
OAK POINTE INSURANCE AGENCY INC
43599 Schoenherr #200A
Sterling Heights, MI 48313

**Insured:**
L.G.K. Building Inc
1851 Lone Pine Road
Bloomfield Hills, MI 48302

**Coverages and Certificates Number:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>CT-2706724</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Umbrella Liability</td>
<td>CA 2706763</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>Workers Compensation</td>
<td>ARP120001348</td>
<td>$100,000</td>
</tr>
<tr>
<td>C</td>
<td>Pollution Liability</td>
<td>793-00-67-04-000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:**
Additional Insured: The City of Birmingham, including all elected and appointed officials, all employees and volunteer boards, commissions and/or authorities and board members, and volunteers thereof, are additional insureds. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

**Certificate Holder:**
CITY OF BIRMINGHAM
ATTN: CARLOS JORGE
151 MARTIN STREET
BIRMINGHAM, MI 48009

**CANCELLATION:**

The ACORD name and logo are registered marks of ACORD,

© 1998-2018 ACORD CORPORATION. All rights reserved.

PAGE 0/01

MICHEL DAVIS

00/09/2017 12:05 15967959741
Risk Summary

Risk of Late Payment

Higher Risk Industry based on delinquency rates for this industry
Unstable Paydex over last 12 months
Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Payment Performance Trend

The payment performance trend for this company is Unchanged. Payment Trend currently is Unchanged compared to payments three months ago. The most recent payment information in D&B’s files is:

- Payments currently: 3 days beyond terms
- Payments 3 months ago: 3 DAYS BEYOND terms
- Industry average: GENERALLY WITHIN terms

*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

Recommendation Date: 08/18/2017

Risk Category
Low

Conservative Credit Limit
$15K

Aggressive Credit Limit
$25K

Company Profile

Chief Executive: THE OFFICER(S)
Type of Business: CORPORATION
Years in Business: PERPETUAL
Annual Sales: 40000
Employees Total: 1

Line of Business: Single-family house construction
Legal Filings and Other Important Information

Bankruptcies: None
Judgements: 0
Liens: 0
Suits: None
Suits/Judgments/Liens Amounts: None

The public record items reported may have been paid, terminated, vacated or released prior to the date this data is transmitted. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Special Events

We currently do have any information to be displayed for this business.

Payment Trends

Summary

Address: 1851 Lone Pine Rd
Bloomfield Hills, MI 48302
D-U-N-S Number: 02-329-1308

Primary Industry SIC: 1521
Description: Single-family house construction

This is a single location.

Payment Activity

Total payment Experiences in D&Bs File: 4
Payments Within Terms: 65%
Total Placed For Collection: NA
Average Highest Credit: $7,083
Largest High Credit: $20,083
Highest Now Owing: $20,000
Highest Past Due: $0

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.
PAYDEX® Trends - This Company, 12 Months

Current PAYDEX® for this Business is 78, or equal to 3 days beyond terms. The 12-month high is 78, or equal to 3 days beyond terms. The 12-month low is 54, or equal to 3 days beyond terms.

PAYDEX® Score Comparison - This Company to Primary Industry Comparison, 4 Quarters

Score Not Available
We are unable to display a PAYDEX® for this company.
Please call 800-333-0505 for more information.

24 Month PAYDEX®

When weighted by dollar amount, payments to suppliers average 3 days beyond terms.

Based on payments collected over the last 24 months.
Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this Business is 78, or equal to 3 days beyond terms
- Current PAYDEX® for this Business is 80, or equal to GENERALLY WITHIN terms
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

### Business Payment Habit by Amount of Credit Extended, 24 Months

<table>
<thead>
<tr>
<th>$ Credit Extended</th>
<th>% of Payments Within Terms</th>
<th># Payment Experiences</th>
<th>Total $ Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 100,000</td>
<td>0%</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>50,000-100,000</td>
<td>0%</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>15,000-49,999</td>
<td>100%</td>
<td>1</td>
<td>$20,000</td>
</tr>
<tr>
<td>5,000-14,999</td>
<td>0%</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>1,000-4,999</td>
<td>0%</td>
<td>1</td>
<td>$1,000</td>
</tr>
<tr>
<td>under 1,000</td>
<td>100%</td>
<td>1</td>
<td>$250</td>
</tr>
</tbody>
</table>

### How to Read the D&B PAYDEX® Score

<table>
<thead>
<tr>
<th>Score</th>
<th>Payment Habit</th>
<th>Risk Interpretation</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Days sooner than terms</td>
<td>LOW risk of late payment (averages prompt to 30 days within terms)</td>
</tr>
<tr>
<td>90</td>
<td>Due date (on terms)</td>
<td>MEDIUM risk of late payment (averages 30 or less beyond terms)</td>
</tr>
<tr>
<td>70</td>
<td>Days beyond terms</td>
<td>HIGH risk of late payment (averages 30 to 120 days beyond terms)</td>
</tr>
</tbody>
</table>
LGK Building, Inc.

(248) 757-3155

23 years in business
1851 Lone Pine Rd
Bloomfield Hills, MI 48302-2988

Overview

LGK Building, Inc. is a family owned and family operated five star rated building company. We’ve been in business as a licensed home builder for over 21 years. We also draw plans for our clients or we build with their plans.

BBB Reason for Ratings

BBB rating is based on 13 factors. Get the details about the factors considered.

BBB Reports On

- Licensing
- Advertising Review
- Government Actions
- Out of Business
- Misuse of Better Business Bureau Name/Logo
- Bankruptcy
- Mail Returned
### NOTICE OF PUBLIC HEARING

**BIRMINGHAM CITY COMMISSION**  
**SPECIAL LAND USE PERMIT & FINAL SITE PLAN**

| Meeting Date, Time, Location: | Monday, August 28, 2017 at 7:30 PM  
Municipal Building, 151 Martin  
Birmingham, MI |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of Request:</td>
<td>375 S. Eton – District Lofts</td>
</tr>
</tbody>
</table>
| Nature of Hearing:            | To consider the Special Land Use Permit &  
Final Site Plan for 375 S. Eton to allow a  
commercial use greater than 6,000 sq. ft. |
| City Staff Contact:           | Jana Ecker 248.530.1841  
jecker@bhamgov.org |
| Notice Requirements:          | Mailed to all property owners and  
occupants within 300 feet of subject  
address.  
Publish August 13, 2017 |
| Approved minutes may be reviewed at: | City Clerk's Office |

Persons wishing to express their views may do so in person at the hearing or in writing  
addressed to City Clerk, City of Birmingham, 151 Martin, Birmingham, MI 48009.

Persons with disabilities needing accommodations for effective participation in this  
meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115  
(TDD) at least one day in advance to request mobility, visual, hearing or other assistance.
DATE: August 18, 2017

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing for 375 S. Eton – District Lofts
Special Land Use Permit and Final Site Plan

The subject site, District Lofts, is located at 375 S. Eton, on the east side of Eton north of Villa. The parcel is zoned MX, Mixed Use. The applicant is applying for a Special Land Use Permit (“SLUP”) to allow a commercial use greater than 6000 sq.ft. in the MX zoning district. The proposed commercial use is a 10,039 sq.ft. office for Oppenheimer Financial. This space was previously proposed to be used as retail/residential, broken up into four tenant spaces, with each one under 6000 sq.ft. in size.

Article 2, section 2.39, MX (Mixed Use) District requires that any permitted principal use with a total floor area greater than 6,000 sq.ft. shall obtain a Special Land Use Permit. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit.

On July 26, 2017, the Planning Board conducted a public hearing to discuss a request by the applicant to allow a commercial use greater than 6000 sq.ft. in the MX zoning district. The Planning Board voted unanimously to recommend approval to the City Commission of the Special Land Use Permit (“SLUP”) and Final Site Plan for 375 S. Eton, District Loft, with the following condition:

1) The applicant adds one or more entrances along S. Eton and obtain Administrative Approval for same;

On August 14, 2017, the City Commission set a public hearing date for August 28, 2017 to consider approval of the Final Site Plan and Special Land Use Permit to allow a commercial use greater than 6,000 sq.ft. at 375 S. Eton. Please find attached the staff report presented to the Planning Board, along with the relevant meeting minutes for your review.

SUGGESTED ACTION:

To approve the Final Site Plan and Special Land Use Permit for 375 S. Eton to allow a commercial use greater than 6,000 sq.ft. on the ground floor at 375 S. Eton.
Chairman Rinschler opened the public hearing at 8:14 p.m.

Zoning: B-2B General Business

Proposal: The applicant proposes to develop two residential loft buildings and a parking structure that will house 250 cars. The development will also have an off-street surface parking area, loading areas, and landscaped areas. The new development will be located on the south end of the triangular site of the Birmingham Grand Trunk Western Railroad Depot Landmark which is bordered by S. Eton on the west, Villa Street on the south, and the railroad on the east. The Big Rock Chop house and the Reserve are also located on the site. The applicant proposes to demolish an existing office building at 375 S. Eton at the corner of S. Eton and Villa Streets.

The proposed three-story parking deck will be located on the east side of the property. It will be constructed of brick veneer with pre-cast concrete caps with metal screen grill openings.

Ms. Bashiri read from the Ordinance the boundaries of the Historic District.

Chairman Rinschler commented it is hard for him to imagine that the whole parking lot was intended to be part of the Historic District. Therefore the commission should address the issue as to what size the Historic District should be prior to final site plan approval. Ms. Rowbottom recalled that when the Historic District was designated they talked about using the original property lines of the Grand Trunk Railroad. She agreed the issue should be decided.

Mr. Victor Saroki, the architect for the project, was present along with Mr. Mark Farlow principal from his office; and Mr. J.C. Cataldo, of Mocher Dolan Cataldo & Kelly Building and Development Company. Mr. Norman LePage, the property owner, was not present this evening. Mr. Saroki noted that the site falls within two zoning districts, MX and B-2B, and perhaps the demarcation line between the two zoning districts would make sense for the delineation of the Historic District.

At this point, Mr. Saroki walked the board through his report. It is his understanding they will be before the HDDRC for preliminary historic design review, and before the Planning Board for preliminary site plan approval along with a CIS application approval. They would then go back to the Planning Board for final site plan approval and come back to the HDDRC for final historic design approval.

The site circulation pattern for both the Big Rock and the Reserve will be quite similar to what it is now. Both of these operations use a valet service. The parking deck is not meant to serve the loft buildings. The lofts will be supported by underground parking that will house 50 cars and some surface parking. The residential traffic will all come in off of Villa Street. They hope to develop some one-car garages in addition to the 50 parking spaces underground. The proposal is for 47 loft units ranging in size from 1,000 sq. ft. up to about 2,000 sq. ft. Each building will have an
opportunity for retail uses on the first level. The first-floor loft units that front on Villa Street are intended to be work/live units. The applicants believe that they meet all of the requirements of the Zoning Ordinance. Mr. Saroki presented an overview showing the massing of the buildings along Eton.

They propose warehouse-like loft buildings that would fit into the Rail District. Their material pallet favors what has been used on the Train Station. The parking structure will be located at the rear of the site so that it parallels the train tracks. All of the parking needs for the Big Rock and the Reserve are satisfied. They think their proposal is in the spirit of the MX District and that it recognizes the historical character of that whole area.

Chairman Rinschler had difficulty with the massing and intrusion of the parking structure and its close proximity to the historic structure. There needs to be some architectural way to minimize the effect of the parking deck. Mr. Hewer suggested making the parking structure mixed-use. Mr. Saroki thought they may be able to create a very dense greenbelt screen as a buffer. From the standpoint of the residents and sales, they have to make sure that the deck is very pleasing. When they build the deck in brick with stone accents, add the mullion patterns, break down the amount of light through either louvers or an opaque surface, and add landscaping, it will diminish the whole deck area.

Discussion followed with respect to adding a roof on top of the deck. Mr. Saroki explained it would raise the mass of the deck and intrude into the required distance from the ITC transmission lines overhead. Mr. Farlow said that a portion of the parking deck lies within the B-2B District and that portion must abide by the lower height requirement for that District. Therefore, they have two districts to deal with, as well as the transmission lines.

Chairman Rinschler said it sounds to him that the area to work on is ways to minimize the massing and the visual impact of the parking deck. That is what the commission would like to see when the proposal comes back, because the deck is so incongruous with historic preservation. He feels they are going in the right direction with the lofts.

Ms. Weisberg thought the deck will be a nice relief from the parking lot that currently exists. Personally, she would like to see more of an industrial edge to the loft buildings.

In response to a question from Ms. Rowbottom, Mr. Saroki explained the retail will park either on Villa Street or in the structure. She suggested a tie-in to the neighborhoods with the species of trees that are planted. Mr. Saroki indicated his intention to present a landscape plan at final review.

Mr. Saroki explained that the property line angles, and that necessitates their buildings to be set back. The loft building will start to create some building edges which will help the Reserve not to look like it is set out in the street. On another subject, their proposal for lighting on the site will take on an industrial look.

**Motion by Chairman Rinschler**

*Seconded by Mr. Hewer to approve the preliminary historic review application for 245-375 S. Eton, Eton Street Lofts, provided that the applicant comes back with proposals*
to soften the impact of the parking structure and the commission has a resolution of the specific bounds of the Historic District to guide it in its final approval.

No one from the public wished to comment on the motion at 9:10 p.m.

Motion carried, 5-0.

VOICE VOTE
Yeas:  Rinschler, Hewer, Deyer, Rowbottom, Weisberg
Nays:  None
Absent:  Henke, Sadowski
PRELIMINARY SITE PLAN REVIEW AND COMMUNITY IMPACT STUDY ("CIS")
245,325, 375 S. Eton
The District Lofts
Construction of mixed-use development, including residential lofts, retail space and
two-story parking deck on the site of the Big Rock Chop House and the Reserve

CIS

Ms. Ecker offered background information. The subject parcels are located on the site of the
existing Big Rock Chop House, the Reserve banquet facility, and an office building. The site has a
total land area of 3.54 acres. It is located on the southeast corner of S. Eton and Maple Road, and
extends down to Villa Street to the south. The applicant is proposing to demolish the existing office
building and surface parking lot to construct a mixed-use development that would include the Big
Rock Chop House, the Reserve banquet facility, two new four-story buildings containing retail
space, residential loft units, live/work units, as well as a three-story parking deck on the rear of the
site.

Ms. Ecker advised that the applicant was required to prepare a CIS as they are proposing two new
buildings containing more than 20,000 sq. ft. of gross floor area. The CIS discusses the proposed
use of the site; access and circulation; sub-area plan; building and parking placement; design; land
development issues; utilities, noise and air issues; environmental design and historic values; refuse,
sewer and water; public safety; transportation issues; parking issues; natural features; and includes
an associated soils report, an environmental report, a traffic report, and a noise study. The site is
zoned B-2B General Business at the north end on the site of the existing Big Rock Chop House, and
is zoned MX Mixed Use on the southern portion.

Ms. Ecker reviewed all details of the proposed development and the corresponding studies for the
Planning Board. Mr. Potts asked if there is sufficient capacity in the proposed parking deck and in
the adjacent surface parking area to accommodate a full max out of all of the uses contemplated in
the three areas. Ms. Ecker indicated it meets the City parking requirements.

Mr. Victor Saroki, architect for the District Lofts, was present with Mr. Norman LePage, owner of
the Big Rock Chop House and the Reserve banquet facility; Messrs. Mark Egott and Johannes from
his office; and Mr. Rod Arroyo, Traffic Consultant from Birchler, Arroyo. Mr. Saroki assured the
board that all of the items required in the CIS will be complied with prior to final site plan review.
He went on to discuss the Clayton Environmental Report which was developed in 1998 for Mr.
LePage when he was proposing the Reserve banquet facility. They have not prepared a new report
because nothing has changed on the site except for the Reserve getting built. Erb Lumber was a
lumber yard, so he does not see it as an issue needing any additional extensive environmental
testing. Also, if there is a water table issue involving basements, they will deal with it at the time
of construction and excavation. They always employ geotechnical engineers and soil engineers to
help with the design of the buildings and footings.

Mr. Potts confirmed that Mr. Saroki is satisfied that there are no environmental concerns at this
point. Mr. Saroki said that if anything does come to light during construction they will take the
proper caution and hire an environmental consultant to help them. Mr. Norman LePage established that all of the storage facilities for the lumber yard actually were from Crosswinds on back. So, as far back as he can remember there was no storage of any kind taking place on his property. Also, Mr. Saroki added that their lender is satisfied with the environmental report. Further, the developers are satisfied that the environmental survey is acceptable for a residential development. They are obligated by law that if anything is found they will stop, investigate, bring in experts, and remediate.

Ms. Dorothy Conrad spoke to say that the Crosswinds property was cleaned up prior to construction beginning. Chairman Boyle cautioned that wolmanized timber may have been stored on the site.

Mr. Rod Arroyo, whose firm prepared the Traffic Impact Assessment, said there were three issues raised by TetraTech and one issue raised by the Engineering Division.

1. Birchler, Arroyo is recommending a two-way left turn lane in the area north of Yosemite. They believe it would be a safety and a capacity improvement to provide a two-way left turn lane so that southbound traffic on Eton can get into a left-turn lane to turn into the main driveway which serves the entire facility. From what they have observed, only about 75 ft. of storage is needed in the north-bound left turn lane. They are recommending that 100 ft. be a two-way left turn lane. That leaves another 175 ft. for north-bound left turns. Right now, if a car is south bound on Eton and wants to turn left and there is traffic coming north bound, there is no choice but to block through traffic south bound on Eton and wait for a gap to make the left turn. The two-way left turn lane allows cars to get out of the way so that south-bound traffic can continue. They think that is a significant improvement.

2. Regarding the one-way drive that is used by the valets, Mr. Arroyo’s understanding is there will be no additional impact on that. It will still operate as it does today.

3. With respect to site obstructions on Eton Street on the east side, parking should be prohibited and there should be appropriate signage added to clarify that so that clear site distance can be maintained to the south as cars turn out.

4. The Engineering Division does not agree with their recommendation to limit parking on Villa Street to one side only, given the demand for parking to support the Amtrack train station. Birchler, Arroyo went out to re-evaluate that and found that parking on both sides would leave an 18 ft. travel way for two-way traffic. If it turns out that it becomes problematic, re-striping could fix that problem by removing parking on one side of the street. They would leave it up to the City in terms of what they believe is correct.

Further, to have three lanes at the villa approach to Eton Road would be a very tight configuration. Mr. Arroyo doesn’t believe the delays are going to be enough to require that, but once again the City could make a change in striping.

Mr. Blaesing said that anything dealing with the public streets, either Villa or Eton, doesn’t necessarily have to be tied as a requirement of the final site plan. It is not something that would prohibit the Planning Board from accepting the CIS. It would be a recommendation to the City’s other boards to go ahead and try it out.

Mr. Saroki provided details regarding the proposed separation and collection of recycled materials on-site. In both buildings there are trash chutes that lead down to trash rooms in the parking garage.
Motion by Mr. Potts
Seconded by Mr. Blaesing to accept the CIS for 245, 325, 375 S. Eton, the District Lofts, with the understanding that the applicant will address all of the issues as represented.

Chairman Boyle asked if members of the public wished to comment on this motion at 10:40 p.m.

Ms. Dorothy Conrad observed that currently on both sides of Maple Road the traffic is much greater than normal. That is because of the closing of the bridge at Adams Road. If these traffic volumes are being used as a measuring stick they are probably the highest that Maple Road will ever get.

Motion carried, 6-0.

ROLL CALL VOTE
Yeas: Potts, Blaesing, Boyle, Dilgard, Haberman, Nickita
Nays: None
Absent: None

Preliminary Site Plan Review

Ms. Ecker advised that a Special Land Use Permit (“SLUP”) was granted on September 22, 2003 to allow construction of the Reserve banquet facility as it exceeds 7,000 sq. ft. in size, and proposed hours of operation past 11 p.m.

Ms. Ecker advised that on October 26, 2005, the applicant appeared before the Planning Board for a pre-application discussion. The Planning Board suggested that the applicant consider decreasing the size of the units and suggested that more live/work units be offered, along with more retail and/or office space.

On January 4, 2006, the HDDRC conducted a preliminary review of the development and approved the preliminary historic review application for the site, with the conditions that the applicant comes back with a proposal to soften the impact of the parking structure, and that the Planning Division provide a map of the specific boundaries of the Historic District located on the site.

The applicant meets the majority of the height, area, and placement requirements for the MX Zoning District. However, the Planning Board will have to approve the location of the principal pedestrian entrances on Villa Street as they are proposed 3 ft. back from the frontage line and are required to be on the frontage line. In addition, the applicant will be required to increase the first-floor ceiling heights to provide a 12 ft. clear space from finished floor to finished ceiling, or obtain a variance from the BZA. The applicant advised that they had altered their plans to meet this requirement. This is a result of the Eton Road Corridor Plan which envisions having spaces that could be converted from residential to commercial in order to accommodate a multitude of uses over time.

Mr. Saroki passed out a colored rendering setting forth the elevations. They listened to the Planning Board’s comments at the pre-application discussion. They have added additional retail space and some live/work units. They are now up to 47 loft units. The approach they took with the
architectural aesthetic of their elevations is to develop exteriors that are warehouse-like with large panels of glass with mullions and windows as one would see in manufacturing and industrial buildings. The buildings relate also to the train station with the brick color and the limestone. The buildings set back 3 ft. from the street. That allows a softening green belt across the front of the residential units. The parking structure is a background building that is set back parallel to the tracks.

One parking space is allowed underground for each loft unit and a second enclosed space can be purchased. It was an intentional move on their part to isolate the commercial traffic from the residential traffic. The parking garage is being developed to support parking for the Reserve banquet facility and Big Rock Chop House. Mr. Saroki believes the 380 spaces on the site are enough to sustain all of the operations if everything is going at maximum capacity. They have been very creative in finding every parking space they can on this site.

Mr. Saroki advised that there will be screening for the mechanical units on the roof, they will meet the 12 ft. height for the first-floor retail spaces, and they are not going to request any variances. Further, they will provide 12 ft. light standards in the parking lot. They intend to be extra careful with lighting in the parking structure because it is next to residential. Louvers, metal grills and translucent panels are being contemplated and different designs are being studied.

Mr. Nickita stated that he thinks street parking is very important. It always slows traffic and it creates a better pedestrian environment. He sees Villa Street as being wider than almost all of the residential streets throughout the City. Therefore, he advocates parking on both sides of the street. It would still allow sufficient ingress and egress to the project.

Mr. Nickita went on to discuss the issue of circulation within the site. He does not think dead-end situations are best for traffic flow. Also, he noted that pedestrians will need to have a path in order to traverse the site. Mr. Saroki said they will try to designate good pedestrian movement. Addressing the traffic circulation, he said they are concerned that the heavy commercial traffic would interfere with the comfort of the residential buildings. Therefore they feel that Villa Street should just be for the residential.

**Motion by Mr. Blaesing**  
**Seconded by Mr. Dilgard to extend the meeting to 11:30 p.m.**

**Motion carried, 6-0.**

Yeas:  Blaesing, Dilgard, Boyle, Haberman, Nickita, Potts  
Nays:  None  
Absent:  None

Mr. Saroki said the units will measure from 850 sq. ft. to 2,000 sq. ft. The prices will probably range from $400 thousand to $800 thousand. Everything is one-level loft living with 10 ft. finished ceilings on the upper floors.

Mr. Blaesing said that as a resident he would appreciate the separation of vehicular movement because he would want some privacy from the commercial district so that people are not driving through his parking lot at 2 a.m. trying to find their way out. He thanked the applicant for listening
at the pre-application discussion and he appreciates the changes that were made as a result. He is sure than when all of this gets done it will feel like a neighborhood.

Mr. Potts urged the applicant to soften the garage to improve the visual perspective as people enter the MX District off of Maple. Mr. Saroki indicated they could do that and add a significant landscape plan.

Ms. Ecker said she believes the City Manager is advocating to keep the train station on the Birmingham side rather than moving it to Troy. Ms. Dorothy Conrad said plans are moving forward for a transportation hub that is to be built in Troy. She thought the Community Development Department ought to contact the City of Troy to ask them exactly what is going on and what they have in mind.

Mr. Nickita pointed out that the front doors are not really accessible by a drop-off/pick-up situation. There is not adequate pedestrian circulation between the buildings and between the Reserve. What happens is that someone who is dropped off in the back of the units would then have to walk around to the front. Mr. Saroki explained that a car could pull into a parking space in the front, let someone get out, and then leave. He thought they could develop a striped spot that is not a parking space that would allow someone to pull in and back out. Mr. Boyle pointed out that most people would probably pull into the Reserve to pick up or drop off, short of it being a peak time.

Motion by Mr. Blaesing
Supported by Mr. Potts to approve the Preliminary Site Plan as presented for 245, 325, 375 S. Eton, the District Lofts. The approval should include:

1. Approval by the board to allow a 3 ft. setback of the building on Villa Street;
2. That all of the first-floor units have 12 ft. ceiling heights;
3. That the sidewalk constructed on Villa extend eastward to the train loading station; and
4. That the applicant consider a more thorough design of the pedestrian and vehicular circulation throughout the site.

Mr. Nickita went on record as saying he recommends that the City consider allowing parking on both sides of Villa Street.

There was no public comment on the motion at 11:25 p.m.

Motion carried, 6-0.

Yeas: Blaesing, Potts, Boyle, Dilgard, Haberman, Nickita
Nays: None
Absent: None
Planning Board Minutes  
March 22, 2006  

FINAL SITE PLAN AND DESIGN REVIEW  
245, 325 and 375 S. Eton Street  
Construction of new loft buildings and parking deck  

Ms. Ecker advised that this project has been before the Planning Board several times. It is the site of the existing Big Rock Chop House, The Reserve banquet facility, and an office building. The site has a total land area of 3.54 acres. It is located on the southeast corner of S. Eton and Maple Road, and extends down to Villa Street to the south. The applicant is proposing to demolish the existing office building and surface parking lot to construct a mixed-use development that would include the Big Rock Chop House; The Reserve banquet facility; two new four-story buildings containing retail space, residential loft units, and live/work units; as well as a three-story parking deck on the rear of the site.  

Ms. Ecker advised that the applicant was required to prepare a Community Impact Study in accordance with Article 7, section 7.27 (E) of the Zoning Ordinance as they are proposing two new buildings containing more than 20,000 sq. ft. of gross floor area. As the Big Rock Chop House is listed in the City’s inventory of historic properties, this application must also be reviewed and approved by the Historic District and Design Review Committee (“HDDRC”).  

A Special Land Use Permit (“SLUP”) permit was granted on September 22, 2003 to allow construction of The Reserve banquet facility and to allow the proposed hours of operation past 11 p.m. An amendment to this SLUP will be required to permit construction of the proposed development, to allow the proposed 7,000 sq. ft. of commercial space, and to allow any new business on the site to operate past 11 p.m.  

On October 26, 2005, the applicant appeared before the Planning Board for a pre-application discussion. Since the pre-application discussion, the applicant heeded the suggestions of the board members and increased the number of units from 45 to 47, and is proposing that five of those units be live/work units along Villa Street. Two commercial spaces are now proposed along Eton Street.  

On January 4, 2006, the HDDRC conducted a preliminary review of the proposed development and approved the preliminary historic review application provided the applicant comes back with a proposal to soften the impact of the parking structure, and that the Planning Division provide a map of the specific boundaries of the Historic District located on the site. Since that time the applicant has added more landscaping based on the comments of the HDDRC to soften the view of the parking structure from Eton Street and Maple Road.  

On January 25, 2006, the Planning Board conducted a preliminary review of the proposed development and a complete review of the Community Impact Study (“CIS”). The Planning Board
approved the CIS with the condition that the applicant address all of the issues outlined in the staff report. The Planning Board also approved the Preliminary Site Plan with several conditions.

Ms. Ecker advised that since the Preliminary Site Plan was approved, the applicant has shifted the buildings to be 2 ft. rather than 3 ft. back off the property line along Villa St. which was previously approved by the Planning Board. The applicant has modified the plans to extend the sidewalk on Villa eastward to the train station, and has added a pedestrian connection from the proposed loft buildings across the site to the big Rock Chop House restaurant. The applicant indicated at the preliminary site plan review that they would increase the ceiling heights for all first-floor units to be 12 ft. clear from finished floor to finished ceiling. A new section has been provided that clearly shows a full 12 ft. The applicant has not altered the vehicular circulation pattern on the site.

The Planning Board will have to approve the new location of the principal pedestrian entrances on Villa Street as they are now proposed 2 ft. back from the frontage line. In addition, the applicant will be required to decrease the height of that portion of the parking structure located in the B-2B Zone District, or obtain a variance from the Board of Zoning Appeals ("BZA").

Motion by Mr. Dilgard
Seconded by Mr. Blaesing to extend the meeting to 11:30 p.m.

Motion carried, 5-0.

VOICE VOTE
Yeas: Dilgard, Blaesing, Boyle, Nickita, Potts
Nays: None
Absent: Haberman

Mr. Victor Saroki, from Victor Saroki & Associates, Architects, was present along with Mr. Norman LePage, the property owner; Mr. J.C. Cataldo of Mosher, Dolan, Cataldo and Kelly, the general contractors; and Mr. Michael Dul, the landscape architect. Mr. Saroki indicated they are happy to sit down with the Fire Marshal and discuss the turning radius for the Fire Department’s largest vehicle to access the site from both Villa and Eton. He noted the existing loading space immediately adjacent to the Big Rock Chop House is somewhat screened by the landscaping, but it cannot accommodate a masonry screenwall because it would prohibit the trucks from turning in. Ms. Ecker said that as long as it is an existing loading space a variance will not be needed.

Mr. Saroki said to soften the parking deck they are proposing a brick veneer for the outside that matches both of the loft buildings. Only a portion of the stairwell on the deck requires a variance from the building height limitation.
Chairman Boyle commented he would like to see an occasional flash of color because this development lies within an industrial area.

Motion by Mr. Dilgard
Seconded by Mr. Nickita to extend the meeting to 11:45 p.m.

Motion carried, 5-0.

VOICE VOTE
Yeas: Dilgard, Nickita, Blaesing Boyle, Potts
Nays: None
Absent: Haberman

Chairman Boyle took discussion to the public for comments and no one spoke at 11:30 p.m.

Motion by Mr. Blaesing
Seconded by Mr. Dilgard to recommend approval to the City Commission of the SLUP Amendment and Final Site Plan, and support the staff recommendations for the approval of the lofts at 245, 325, and 375 S. Eton Street. The board supports a variance for the stairwell on the parking deck that happens to fall in the B-2B District. The staff recommendations are as follows:

1. The Planning Board provide approval for the new location of the principal pedestrian entrances on Villa Street 2 ft. back from the frontage line;
2. Decrease the height of that portion of the parking structure located in the B-2B Zone District, or obtain a variance from the BZA;
3. Increase the first-floor ceiling heights to provide a 12 ft. clear space from finished floor to finished ceiling or obtain a variance from the BZA;
4. Provide screening for the existing dumpsters and clean up the debris surrounding them immediately;
5. Provide details on the proposed rooftop mechanical equipment;
6. Replace all proposed Stella D'Oro Daylilies with Happy Returns Daylilies;
7. Replace all proposed Euonymus with another hardy groundcover;
8. Provide a photometric plan that includes all proposed lighting;
9. Provide information regarding the location of fire hydrants, Fire Department water connections, the ability of the largest emergency vehicle to access the site from both Villa and Eton, and the sufficiency of the proposed fire lanes;
10. Extend the screenwall between The Reserve and loft Eton Building to connect to The Reserve; and
11. Submit all requested changes for administrative approval by the Planning Division.
12. Provide an 8.5 ft. sidewalk along the north side of Villa Street with tree wells and no grass boulevard to match the south side of Villa Street to reduce maintenance issues. Administrative approval of the sidewalk.

Motion carried, 5-0.

ROLL CALL VOTE

Yeas:  Blaesing, Dilgard, Boyle, Nickita, Potts
Nays:  None
Absent:  Haberman
FINAL SITE PLAN REVIEW 245, 325 and 375 S. Eton District Lofts, Building B

Construction of a new four-story, mixed-use building to include commercial space and residential loft units

Ms. Ecker explained the subject site, 375 S. Eton, is part of a larger site including the existing Big Rock Chop House, Big Rock Chop House parking deck, the Reserve banquet facility, and the District Lofts - Villa Street Building (Building A), and has a total land area of 3.54 acres. It is located on the southeast corner of S. Eton and Maple Rd., and extends down to Villa St. to the south. A Special Land Use Permit (“SLUP”) was granted for the Reserve on September 22, 2003 as it exceeds 6,000 sq. ft. in size, and has hours of operation past 11 p.m. The applicant was also required to prepare a Community Impact Study (“CIS”) in accordance with section 7.27(E) of the Zoning Ordinance at the time that the entire site was originally approved (when Building A was to be constructed), and the CIS was accepted by the Planning Board on January 25, 2006. As the Big Rock Chop House is also listed in the City’s inventory of historic properties, the entire site was also previously reviewed and approved by the Historic District and Design Review Committee (“HDDRC”).

The applicant is proposing to construct the final phase of the entire development which was originally approved on August 6, 2006. This final phase includes the proposed construction of a four-story, mixed-use building containing 18 residential loft units, two live/work ground floor units and two commercial spaces on the first floor (Building B). Building B is not located in a Historic District. All of the underground parking will be under the footprint of the new loft building and accessed from the existing loft building. The units range in size from 924 sq. ft. to 2,800 sq. ft.

The applicant meets the majority of the bulk, height, area and placement requirements for the MX Zoning District. However, the applicant will be required to reduce the height of the building or obtain a variance from the Board of Zoning Appeals to allow the mechanical tower and other equipment to exceed 50 ft. in height. The applicant is proposing 58 ft. including the mechanical and four stories. They have advised that they wish to seek a variance from the BZA to allow the stair and elevator tower to provide access to the rooftop, and to seek a variance to allow a rooftop deck with a pergola and an enclosed exercise room and a restroom if the Planning Board is supportive of this use.

Design Review The proposed building design matches the contemporary style of the existing District Lofts building next door, while using some traditional style materials to blend in with the historic Big Rock Restaurant and The Reserve to create a building design that is harmonious with both the Mixed-Use District on the east side of Eton and the Single-Family Residential District on the west side of Eton. Overall, the proposed design of Building A is compatible with the vision for the MX District contained in the Eton Road Corridor Plan. All of the materials match what is on the existing loft building.

Mr. Victor Saroki, the architect for this development, was present along with Mr. Scott LePage, the developer; and Mr. John Kelly, the general contractor. The new building is exactly the same as originally proposed, except for the roof terrace. The original building has been very successful and
there is a waiting list to get in. This building has some nice retail spaces that front right on Eton. The materials and aesthetic details are meant to resemble updated warehouses. The project meets all parking requirements and an additional 34 underground spaces are proposed for the new building. They are happy to work with staff to identify street furniture along Eton and the appropriate spaces for lighting along both Eton and Villa.

They see the roof terrace as a nice element to introduce into this project. Serviceability for the mechanical equipment is a practical consideration for allowing the stairs and elevator to go to the roof. In the MX District the allowable building height is 45 ft. and only 5 ft. more is permitted for mechanical. All the other zoning districts in town permit 10 ft. for mechanical. So with only 5 ft. permitted, the only way to get to the roof is to climb up a ladder and through a hatch. In summary, the rooftop terrace is a small element that is practical for service and it is good for the residents. Mr. Saroki thinks that use of the roofs should be encouraged, but it cannot be done with only 5 ft. allowed above the building height.

Ms. Whipple-Boyce thought the rooftop area is somewhat like a fifth story. She suggested they could achieve what they want by taking half of an end unit and turning it into a terrace. Mr. Saroki replied if they are not successful at the BZA, the terrace won’t happen.

Mr. Koseck likes the aesthetic of the building. He was surprised at the 5 ft. limit on rooftop screening, the same with stairs and an elevator. Mr. Saroki showed the circulation through the site and explained how people can go in and out comfortably.

Mr. DeWeese said he finds it very hard to support the uses, given the way the ordinance is written; but again, it is not clear why it is that way because the 5 ft. height allowance for screening is not practical.

In response to Chairman Clein, Mr. Saroki stated there is no intention to add an enclosure to allow for all season use. This is truly a sun deck.

The Chairman called for comments from members of the public at 9:55 p.m.

Mr. J. Colsman, 521 Lewis, asked where all the cars will park. Ms. Ecker verified that the applicant complies with the parking requirement. Mr. Saroki said they have 397 spaces on-site, which is an excess of 60 spaces, not including street parking. Mr. Williams noted that people always want to park on the streets.

**Motion by Ms. Whipple-Boyce Seconded by Mr. Share to approve the Final Site Plan and Design Review for 375 S. Eton subject to the following conditions:**

1) Reduce the height of the building or obtain a variance from the BZA to allow the mechanical tower and other equipment to exceed 50 ft. in height;
2) Remove all uses above 40 ft. in height (deck, exercise room and restroom) or obtain a variance from the BZA;
3) Provide specification sheets for the proposed rooftop mechanical equipment and identify the proposed roofing material;
4) Add one street tree along Villa and provide street lights every 40 ft. on S. Eton and every 80 ft. on Villa all along the north side, adjacent to Buildings A and B, with all locations to be administratively approved; and
5) Add benches, trash receptacles and bike racks, with locations to be administratively approved.

There were no comments from the audience on the motion at 10:03 p.m.

Motion carried, 7-0.

VOICE VOTE Yeas: Whipple-Boyce, Share, Clein, DeWeese, Koseck, Lazar, Williams
Nays: None Absent: Boyle
MEMORANDUM
Planning Division

DATE:   July 17, 2017
TO:   Jana Ecker, Planning Director
FROM:  Nicholas Dupuis, Planning Intern
SUBJECT:  375 S. Eton – The District Lofts
Final Site Plan & Special Land Use Permit Review – District Lofts
Building B

Introduction

The subject site, 375 S. Eton is part of a larger site including the existing Big Rock Chop House, Big Rock Chop House parking deck, the Reserve banquet facility, and the District Lofts- Villa Street Building (Building A), and has a total land area of 3.54 acres. It is located on the southeast corner of S. Eton and Maple Road, and extends down to Villa Street to the south. A Special Land Use Permit was granted for the Reserve on September 22, 2003 as it exceeds 6,000 ft² in size, and has hours of operation past 11:00 pm. The applicant was also required to prepare a Community Impact Study in accordance with Article 7, section 7.27(E) of the Zoning Ordinance at the time that the entire site was originally approved (when Building A was to be constructed), and the CIS was accepted and the Preliminary Site Plan was approved by the Planning Board on January 25, 2006. As the Big Rock Chop House is also listed in the City’s inventory of historic properties, the entire site was also previously reviewed and approved by the Historic District and Design Review Committee (“HDDRC”).

The applicant is completing construction of the final phase of the entire development which was originally approved on August 6, 2006. This final phase includes a four story mixed use building containing 18 residential loft units, and office space on the first floor (Building B). Building B is not located in a historic district. A single office tenant (Oppenheimer Financial) is now proposing to occupy 10,039 ft² of space on the first floor of Building B. The first floor use is now proposed to change from retail/residential to office use. As the single office user wishes to occupy more than 6000 sq.ft., a Special Land Use Permit and approval from the Planning Board and City Commission is required.

1.1 Land Use and Zoning

1.2 Existing Land Use – The existing land uses on the site include the Big Rock restaurant, The Reserve banquet facility, a parking structure, surface parking and a two mixed use buildings.
1.2 **Zoning** - The northern portion of the parcel is zoned B-2B, General Business, and the southern portion of the site is zone MX, Mixed Use. The existing use and surrounding uses appear to conform to the permitted uses of their respective Zoning Districts.

1.3 **Summary of Adjacent Land Use and Zoning** - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site, including the proposed 2016 Regulating Plan zones.

<table>
<thead>
<tr>
<th>North</th>
<th>South</th>
<th>East</th>
<th>West</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Existing Land Use</strong></td>
<td><strong>North</strong></td>
<td><strong>South</strong></td>
<td><strong>East</strong></td>
</tr>
<tr>
<td></td>
<td>Big Rock Restaurant, The</td>
<td>Crosswinds Development</td>
<td>Loft Building A, Railroad</td>
</tr>
<tr>
<td></td>
<td>Reserve</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Existing Zoning District</strong></td>
<td>B-2B Neighborhood Business, MX – Mixed Use</td>
<td>MX – Mixed Use</td>
<td>MX – Mixed Use, PP – Public Property</td>
</tr>
<tr>
<td><strong>Downtown Overlay Zoning District</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

2.0 **Setback and Height Requirements**

The attached summary analysis provides the required and proposed bulk, area, and placement regulations for the proposed project. The applicant meets all of the bulk, height, area and placement requirements for the MX Zoning District.

Please see the attached Zoning Compliance Summary Sheet for detailed zoning compliance information.

3.0 **Screening and Landscaping**

3.1 **Dumpster Screening** – The applicant is not proposing any changes to the existing two trash compactors/ dumpsters on the site: one at the southeast corner of the site to service the residential loft units, and one on the north elevation of the parking structure to service Big Rock and The Reserve. The existing screening: 8’ high brick screen wall, with a 4” limestone cap and wooden gates are sufficient. Trash rooms are also located within Building B.

3.2 **Parking Lot Screening** – All parking facilities must be screened in accordance with Article 4, section 4.49 of the Zoning Ordinance with a minimum 32” high masonry screen wall. All surface parking is either adequately screened by a masonry screen wall or located to the rear or underneath the existing loft buildings and thus fully screened. The opening
between loft buildings A and B contains a pedestrian walkway and staggered planting beds to effectively screen any views of the surface parking lot through the opening. All other parking is screened within parking structures above and below ground.

3.3 **Mechanical Equipment Screening** – Mechanical equipment is located on the parking level of loft building B and on the roof of the proposed building. The mechanical equipment is screened. **No changes are proposed at this time.**

3.4 **Landscaping** – The applicant has extensive landscaping throughout the site. The landscaping is clustered into different areas to accomplish various goals. **There are no changes proposed to the landscaping plan.**

3.5 **Streetscape** – The streetscape on Villa was designed to match the existing streetscape in front of Building A, which includes sidewalk from curb to building. The applicant has included seating, trash receptacles and bicycle racks on the Final Site Plan to enhance the streetscape along S. Eton and Villa. **No changes are proposed to the streetscape plan.**

4.0 **Parking, Loading and Circulation**

4.1 **Parking** – In accordance with Article 4, section 4.42 of the Zoning Ordinance, 166 parking spaces are required for the Big Rock restaurant (12,402 ft²/75), 90 spaces are required for The Reserve (540 people capacity/6), 33 spaces are required for the proposed new office space (10,039 ft²/300), 55 parking spaces are required for the proposed 44 residential units, and 4 spaces are required for the train station, pursuant to an earlier agreement with the City. Thus, a total of 348 parking spaces are required for the proposed mix of uses on this site. The applicant is providing a total of 430 parking spaces. All parking spaces meet the minimum size requirement of 180 ft².

Article 4, section 4.48 of the Zoning Ordinance provides that off-street parking contained in the first story shall not be permitted within 10’ of the any building façade on a frontage line or between the building façade and the frontage line. The applicant is not proposing any parking to be contained within the first story of any building. No parking is proposed between the building facades and the frontage lines. All parking is located behind The Reserve and the loft buildings, in the parking deck and underground. A small amount of surface parking is also located behind building A. **No changes are proposed at this time.**

4.2 **Loading** – In accordance with Article 4, section 4.21LD-01 of the Zoning Ordinance, two loading spaces are required for the proposed development, which must be 12’ by 40’ in size, and must be screened from the public view with 6’ high screening. Existing loading spaces are located behind the loft buildings and are fully screened from public view by the buildings themselves. **No changes are required, nor proposed.**

4.3 **Vehicular Circulation and Access** – **No changes are required, nor proposed.**

4.4 **Pedestrian Circulation and Access** – **No changes are required, nor proposed.**
5.0 **Lighting**

The applicant is proposing to maintain the existing Gardco arm mounted Square Form Ten cut off fixtures that are mounted on 12’ high posts to light the surface parking areas. The metal halide fixtures are 14” square and provide 175 watts of light per fixture.

Wall mounted Catania G fixtures are used for the building lighting on Building B. These fixtures are manufactured by Hess America, and are the same fixtures that were used on Building A. These fixtures provide 100 watts of LED light each, and are satin anodized aluminum with translucent acrylic lenses. **No lighting changes are required, nor proposed.**

6.0 **Departmental Reports**

6.1 **Engineering Division** – The Engineering Division has no concerns.

6.2 **Department of Public Services** – DPS has no concerns.

6.3 **Fire Department** – The Fire Marshal has provided the following comments:

1. Knox Box Required
2. NFPA 13 Fire Suppression System required
3. Fire Alarm required.

6.4 **Police Department** – The Police Department has no concerns.

6.5 **Building Division** – Standard comments were received by the Building Division.

7.0 **Conformance with the Eton Road Corridor Plan**

The subject site is located within the boundaries of the Eton Road Corridor Plan. The vision of the Eton Road Corridor Plan (“ERCP”) was to encourage high density, multi-family residential uses mixed with new, small scale commercial uses in a scale that is compatible with the surrounding neighborhood to create an eclectic, mixed use district. The ERCP specifically encourages development that is visually compatible with the adjacent neighborhoods, use quality architecture and provide streetscape enhancement to improve pedestrian circulation within the district and through the district.

The ERCP also provides design guidelines to ensure that this vision is realized, including the following:

- moving buildings close to the road with little or no front parking;
- moving parking to the rear of buildings and providing screening;
- providing entrance features to buildings, using high quality building materials and pedestrian-scaled building details;
- encouraging landscaping between buildings and the road and the conversion of all interior area between buildings into landscaped open space; and
- encouraging lighting to accent architecture and improve the pedestrian environment while maintaining light levels that are compatible with neighborhood ambient light levels.

The existing building includes eighteen residential loft units and first floor office space on S. Eton and is compatible in scale and height with adjacent buildings. The proposed location and footprint of the building is as recommended on the Future Land Use Plan, and parking is provided at the rear of the building only. The applicant used stone and brick for the lower level and metal paneling on portions of the upper levels. Front walks are provided from the sidewalk to front entries for commercial office space. Landscaping is proposed between the building and the right-of-way, and on either end of the building. Lighting provided will be minimal and compatible with neighborhood ambient light levels.

The single office tenant proposing to utilize 10,039 sq.ft., is larger than the size recommended in the Eton Road Corridor Plan (6,000 sq.ft.). However, the MX District regulations permit any commercial use over 6,000 sq.ft. in size to be permitted if approved under a Special Land Use Permit. The Planning Commission and City Commission may wish to approve the SLUP if:

1. The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
2. The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
3. The use is consistent with the public health, safety and welfare of the city.
4. The use is in compliance with all other requirements of this Zoning Ordinance.
5. The use will not be injurious to the surrounding neighborhood. 6. The use is in compliance with state and federal statutes.

The larger single use square footage, although over twice the envisioned amount in the Eton Road Corridor Plan (ERCP), does not introduce a scale that is detrimental to the pedestrian experience, nor does it introduce an incompatibility with the neighboring community. The urban form of the area is still cohesive and intact, especially with the identical completed District Lofts Building A adjacent to the in-process Building B. The area also boasts the wide range of uses that were envisioned in the ERCP.

### 8.0 Design Review

The proposed building design matches the contemporary style of the existing District Lofts building next door, while using some traditional style materials to blend in with the historic Big Rock Restaurant and The Reserve to create a building design that is harmonious with both the mixed use district on the east side of Eton and the single family residential district on the west side of Eton. Overall, the proposed design of Building B is compatible with the vision for the MX district contained in the Eton Road Corridor Plan, as previously approved by the Planning Board.
The only design changes that are proposed at this time with the proposed conversion from retail/residential to office use on the first floor are the proposed decommissioning of several doors along all elevations. Specifically, two previously approved double entrance doors are proposed to be removed and replaced with windows (one on the north elevation facing The Reserve and one on the west elevation facing S. Eton). Three other previously approved double entrance doors are proposed to be fixed in the closed position and all of the existing hardware is to be removed (one on the north elevation facing The Reserve, one on the north elevation facing the parking deck, and one on the south elevation facing Villa). Finally, one previously approved double entry on the west elevation along S. Eton is proposed to be removed and replaced with a single door and windows. The only office entrance open to the public is proposed at the southwest corner of the building, facing Villa Street. The Planning Board may wish to require the doors to be replaced with windows, or to require one or more entrances along S. Eton.

Signage: The applicant has submitted plans that now depict signage on the west and south elevations. The name letter signs are placed 12 feet above finish grade. They are 18 inches high and 9 feet long signs. The sign will feature the tenant, Oppenheimer, on painted or brushed stainless steel metal lettering. The lettering will be attached to the metal canopy over the west and south elevations. The total square footage of the signs will be 31.40 ft². The applicant is in compliance with the Birmingham Sign Ordinance that allows 1 ft² of signage for every linear foot of building frontage.

9.0 Approval Criteria

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

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

(2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.

(3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.

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

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

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

Based on a review of the site plan revisions submitted, the Planning Division finds that the proposed Final Site Plan meets the requirements of Article 7, section 7.27 of the Zoning Ordinance and recommends that the Planning Board recommend APPROVAL of the Final Site Plan and Special Land Use Permit for 375 S. Eton with the following conditions:

1) The applicant replace the doors to be decommissioned with windows;
2) The applicant add one or more entrances along S. Eton and obtain Administrative approval for same; and
3) Provide specifications on the proposed signage.

11.0 Sample Motion Language

Motion to recommend APPROVAL of the Final Site Plan and Special Land Use Permit for 375 S. Eton subject to the following conditions:

1) The applicant replace the doors to be decommissioned with windows;
2) The applicant add one or more entrances along S. Eton and obtain Administrative approval for same; and
3) Provide specifications on the proposed signage.

OR

Motion to POSTPONE the Final Site Plan and Special Land Use Permit for 375 S. Eton pending receipt of the following:

1) The applicant replace the doors to be decommissioned with windows;
2) The applicant add one or more entrances along S. Eton and obtain Administrative approval for same; and
3) Provide specifications on the proposed signage.

OR

Motion to recommend the DENIAL of the Final Site Plan and Special Land Use Permit for 375 S. Eton. for the following reasons:

1.____________________________________________________________________
2.____________________________________________________________________
3.____________________________________________________________________
## Zoning Compliance Summary Sheet
Final Site Plan & Special Land Use Permit
375 S. Eton – Eton Street Lofts – Building B

### Existing Site:
District Lofts – Mixed Use Buildings

- **Zoning:** MX, Mixed Use
- **Land Use:** Loft building: residential/ retail

### Existing Land Use and Zoning of Adjacent Properties:

<table>
<thead>
<tr>
<th></th>
<th>North</th>
<th>South</th>
<th>East</th>
<th>West</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Existing Land Use</strong></td>
<td>Big Rock Restaurant, The Reserve</td>
<td>Crosswinds Development</td>
<td>Loft Building A, Railroad</td>
<td>Commercial, Multi-family Residential</td>
</tr>
<tr>
<td><strong>Existing Zoning District</strong></td>
<td>B-2B Neighborhood Business, MX – Mixed Use</td>
<td>MX - Mixed Use</td>
<td>MX – Mixed Use, PP – Public Property</td>
<td>B-1 – Neighborhood Business, R-6 – Multiple-Family Residential</td>
</tr>
<tr>
<td><strong>Downtown Overlay Zoning District</strong></td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

### Land Area:
- **Existing:** 0.37 acres, 41,971 ft² (Bldg. B only)
- **Proposed:** Same as existing

### Minimum Lot Area:
- **Required:** N/A
- **Proposed:** N/A

### Minimum Floor Area:
- **Required:** N/A
- **Proposed:** N/A

### Maximum Total Floor Area:
- **Required:** 100% for entire lot, 6000 ft² max per commercial space without a SLUP
- **Proposed:** 100% for entire lot, 12,348 ft² office space

### Minimum Open Space:
- **Required:** N/A
- **Proposed:** N/A

### Maximum Lot Coverage:
- **Required:** N/A
- **Proposed:** N/A
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback:</td>
<td>0 ft.</td>
<td>0 ft. (existing)</td>
</tr>
<tr>
<td>Side Setbacks:</td>
<td>0 ft.</td>
<td>0 ft. (existing)</td>
</tr>
<tr>
<td>Rear Setback:</td>
<td>10 ft.</td>
<td>&gt;100 ft. (existing)</td>
</tr>
<tr>
<td>Max. Bldg. Height:</td>
<td>45’ for flat roofs, 50’ including mechanical &amp; 4 stories</td>
<td>50’ including mechanical &amp; 4 stories (existing)</td>
</tr>
<tr>
<td>Minimum Eave Height:</td>
<td>18’ along Eton Street</td>
<td>45’ on Building B along Eton Street (existing)</td>
</tr>
<tr>
<td>First Floor Ceiling:</td>
<td>12 ft. minimum clearance finished floor to finished ceiling on first floor</td>
<td>12 ft. unfinished floor to unfinished ceiling (existing)</td>
</tr>
<tr>
<td>Front Entry:</td>
<td>Principal pedestrian entrance on frontage line, Planning Board may adjust.</td>
<td>Office spaces have principal pedestrian entrance on the frontage line on Villa Street.</td>
</tr>
<tr>
<td>Parking:</td>
<td>348 off-street spaces</td>
<td>430 off-street spaces, all 180 ft² in area (existing)</td>
</tr>
<tr>
<td>Loading Area:</td>
<td>20,001 – 50,000 ft² commercial – 2 Must be located in rear open space per s. 4.23 LD-03</td>
<td>2, located in rear open space (existing)</td>
</tr>
<tr>
<td>Screening:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking:</td>
<td>Minimum 32” high masonry wall with stone cap</td>
<td>Screened entirely by building, staggered planting beds and landscaping (existing)</td>
</tr>
<tr>
<td>AC/Mech. units:</td>
<td>Screening to compliment the building</td>
<td>Metal panels (existing)</td>
</tr>
<tr>
<td>Elect. Transformer:</td>
<td>Fully screened from public view</td>
<td>Screened with 4’ to 5’ high Arborvitae shrubs (existing)</td>
</tr>
<tr>
<td>Dumpster:</td>
<td>6’ high capped masonry wall with wooden gates</td>
<td>8’ high brick screen wall with stone cap and wooden gates (existing).</td>
</tr>
</tbody>
</table>
SPECIAL LAND USE PERMIT ("SLUP") REVIEW
FINAL SITE PLAN AND DESIGN REVIEW

375 S. Eton, District Lofts
Request for approval of a commercial office use over 6,000 sq. ft. in size

Ms. Ecker explained the subject site is part of a larger site including the existing Big Rock Chop House, the parking deck, the Reserve banquet facility, and the District Lofts Villa St. Building A and Building B (currently under construction), and has a total land area of 3.54 acres. It is located on the southeast corner of S. Eton and Maple Rd., and extends down to Villa St. to the south.

The applicant is completing construction of the final phase of the entire development which was originally approved on August 6, 2006. This final phase includes a four-story mixed-use building containing 18 residential loft units, and office space on the first floor (Building B). A single office tenant (Oppenheimer Financial) is now proposing to occupy approximately 10,000 sq. ft. of space on the first floor of Building B. The first-floor use is now proposed to change from retail/residential to office use. As the single office user wishes to occupy more than 6,000 sq. ft., a SLUP and approval from the Planning Board and City Commission is required.

Design Review
The proposed building design matches the contemporary style of the existing District Lofts building next door, while using some traditional style materials to blend in with the historic Big Rock Restaurant and The Reserve to create a building design that is harmonious with both the Mixed-Use ("MX") District on the east side of Eton and the Single-Family Residential District on the west side of Eton. Overall, the proposed design of Building B is compatible with the vision for the MX District contained in the Eton Road Corridor Plan. The only design changes that are proposed at this time with the proposed conversion from retail/residential to office use on the first floor are the proposed decommissioning of several doors along all elevations. The only office entrance open to the public is proposed at the southwest corner of the building, facing Villa St. The residential entrance is on the east elevation.

Signage: The applicant has submitted plans that depict signage on the west and south elevations. The name letter signs are proposed to be placed 12 ft. above finish grade and are 18 in. high and 9 ft. long. The signs will feature the name of the tenant, Oppenheimer, in brushed stainless steel metal lettering. The lettering will be attached to the metal canopy over the west and south elevations. The signs will be 31.40 sq. ft. which is well under the maximum allowed by the Birmingham Sign Ordinance for that building.

Mr. Victor Saroki, Architect, was present with Messrs. John Kelly and J.C. Cataldo, the contractors representing ownership. Oppenheimer will employ approximately thirty people in Birmingham. They plan to take out a few doors and replace them with windows that are consistent with the existing storefront windows. In their opinion this is a good use and it meets the design guidelines that were intended for the Eton Rd. Corridor Plan. He passed around a sample of the brushed stainless sign material.
Motion by Mr. Boyle
Seconded by Mr. Koseck to recommend approval of the Final Site Plan and Special Land Use Permit for 375 S. Eton subject to the following condition:
1) The applicant adds one or more entrances along S. Eton and obtain Administrative Approval for same.

There were no comments from the public regarding the motion at 7:50 p.m.

Motion carried, 4-0.

VOICE VOTE
Yeas: Boyle, Koseck, Lazar, Whipple-Boyce
Nays: None
Absent: Clein, Jeffares, Williams
07-143-17

FINAL SITE PLAN AND DESIGN REVIEW

298 S. Old Woodward Ave. (former Doctors House Call Building)
Request for approval of a new five-story hotel with commercial and residential uses

Vice-Chairperson Ms. Lazar indicated she is recusing herself regarding substantive issues on this matter due to a familial relationship with the applicant. However, the City Attorney has advised that her presence may be counted towards a quorum and that she may vote on this procedural matter so long as no substantive issues are discussed.

Motion by Ms. Whipple-Boyce
Seconded by Mr. Boyle to postpone the matter of 298 S. Old Woodward Ave. to August 9, 2017.

Motion carried, 4-0.

VOICE VOTE
Yeas: Whipple-Boyce, Boyle, Koseck, Lazar
Nays: None
Absent: Clein, Jeffares, Williams
WHEREAS, The Reserve Banquet Facility applied for and received on September 22, 2003 a Special Land Use Permit to allow construction of a 6,840.75 square foot banquet facility to operate past the hours of 11:00 p.m., such application(s) having been filed pursuant to the City Code;

WHEREAS, The Reserve Banquet Facility applied for and received on September 11, 2006 a Special Land Use Permit Amendment to permanently erect a metal tent structure adjacent to The Reserve, to construct two residential loft buildings containing 42 residential units, 5 live/work units and 7,000 square feet of commercial space, as well as a three story parking structure as amended on July 26, 2006 on the existing Big Rock and The Reserve property;

WHEREAS, the land for which the Special Land Use Permit was originally granted is located on the east side of S. Eton Street between Villa and Maple Road;

WHEREAS, the land is zoned B-2B (General Business) and MX (Mixed Use), which permits banquet facilities, residential lofts, live/work units and accessory parking structures as of right, permits commercial space over 6,000 square feet in size with a Special Land Use Permit, permits tents in connection with any permitted use for longer than ten days as part of a Special Land Use Permit, and which also permits operating hours to extend past 11:00 p.m. with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning, of the City Code requires Special Land Use Permits to be reviewed by the Birmingham City Commission;

WHEREAS, the applicant is requesting approval at this time to combine ground floor commercial units into one 10,039 square feet commercial space to house Oppenheimer Financial in conformance with the attached plan;

WHEREAS, the Planning Board on July 26, 2017 reviewed the application for Final Site Plan Review and a Special Land Use Permit and recommended approval with the following condition:

1) The applicant adds one or more entrances along S. Eton and obtain Administrative Approval for same;

WHEREAS, the Birmingham City Commission has reviewed The Reserve’s and The Eton Street Lofts application for an amendment to the Special Land Use Permit as well as the standards for such review, as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED that this Commission determines that the standards imposed by the City Code have been met;

BE IT FURTHER RESOLVED, that the Birmingham City Commission approves The Reserve’s Special Land Use Permit Amendment and the Final Site Plan and Design for 245, 325 and 375 S. Eton to allow the combination of ground floor commercial units
into one 10,039 square feet commercial space to house Oppenheimer Financial, subject to the following condition:

1) The applicant adds one or more entrances along S. Eton and obtain Administrative Approval for same;

**BE IT FURTHER RESOLVED** that a failure to comply with any of the above conditions may result in the City taking such action as it deems in its sole discretion to assure compliance with the provisions of the Special Land Use Permit or, taking into consideration the nature of the failure to comply, the termination of the Special Land Use Permit itself.

**BE IT FURTHER RESOLVED** that The Reserve and The Eton Street Lofts and their heirs, successors and assigns shall be bound by all applicable ordinances of the City of Birmingham in effect at the time of the issuance of this permit and as they may be subsequently amended. Failure of The Reserve and The Eton Street Lofts to comply with all such ordinances of the City may result in the City taking such action as it deems in its sole discretion to assure compliance with the provisions of the Special Land Use Permit or, taking into consideration the nature of the failure to comply, the termination of the Special Land Use Permit itself.

**BE IT FURTHER RESOLVED** that the only limitations of this special land use permit are those expressly set forth in this Special Land Use Permit.

I, Cherilynn Mynsberge, City Clerk of the City of Birmingham, Michigan do hereby certify that the foregoing is a true and correct copy of the resolution by the Birmingham City Commission at its regular meeting held on August 28, 2017.

___________________________
Cherilynn Mynsberge, City Clerk
DATE: August 24, 2017

TO: City Commission

FROM: Joseph A. Valentine, City Manager

SUBJECT: Request for Closed Session
Attorney-Client Privilege

It is requested that the city commission meet in closed session pursuant to Section 8(h) of the Open Meetings Act to discuss an attorney/client privilege communication.

SUGGESTED RESOLUTION:
To meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)
DATE: August 24, 2017

TO: Joseph Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Structure Utilization, July, 2017

Monthly charts and calendars demonstrating the utilization of the parking structures through July is attached. New this month:

1. A contractor is now on location at the Park St. Structure cleaning and painting all of the structural steel. The work is being done at one half of a floor at a time. The work requires closing down about 160 parking spaces while work is underway. SP+ is operating a rooftop valet assist five days a week at this location, which has successfully kept the structure from filling to capacity. The charts are now recording usage of the valet.

2. A new feature starting this month is measuring the availability of parking in the structures during the peak hour, which tends to be at 1 PM, on Tuesdays, Wednesdays, and Thursdays. The number of spaces available includes vehicles that can be parked on the rooftop valet for the N. Old Woodward Ave. and Park St. Structures, now that those valet services are operating during these times.
Parking Full Status by Structure
July 2017 Business Days Only (M-Friday)

- Pierce St.: 0
- Peabody St.: 3
- Park St.: 12 days - Rooftop valet utilized, but garage did not fill
- N.Old Woodward: 4 days - Rooftop valet utilized, but garage did not fill
- Chester: 0

Bar graph shows total occurrences by structure of being full 1-4 hrs.
2017 Combined Parking Structure Full Status

Number of business days/year - 251 x 4 structures = 1004

Total monthly occurrences at all structures less than 4 hours
Park Street Structure
Valet Assist Data - July 2017

July: 12 Valet Assisted, 16 No. of Days Open
Structure Occupancy at 1 pm Tuesday-Thursday
Average Available Spaces - July 2017

<table>
<thead>
<tr>
<th>Location</th>
<th>Tues</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chester</td>
<td>33</td>
<td>44</td>
<td>42</td>
<td></td>
</tr>
<tr>
<td>N. Old Woodward</td>
<td>20</td>
<td>51</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Park</td>
<td>13</td>
<td>16</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Peabody</td>
<td>27</td>
<td>26</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Pierce</td>
<td>82</td>
<td>51</td>
<td>77</td>
<td></td>
</tr>
</tbody>
</table>
## JULY 2017

<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>Closed</td>
<td>N.O.W.-119</td>
<td>N.O.W.-72</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Park-26</td>
<td>Park-36</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Peabody-76</td>
<td>Peabody-73</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pierce-85</td>
<td>Pierce-103</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Park-5</td>
<td>Park-12</td>
<td>Park-13</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Peabody-42</td>
<td>Peabody-10</td>
<td>Peabody-29</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pierce-109</td>
<td>Pierce-49</td>
<td>Pierce-34</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Park-18</td>
<td>Park-16</td>
<td>Park-41</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Peabody-20</td>
<td>Peabody-4</td>
<td>Peabody-47</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pierce-104</td>
<td>Pierce-29</td>
<td>Pierce-89</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Park-15</td>
<td>Park-12</td>
<td>Park-8</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Peabody-20</td>
<td>Peabody-17</td>
<td>Peabody-14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pierce-34</td>
<td>Pierce-41</td>
<td>Pierce-82</td>
</tr>
<tr>
<td>30</td>
<td>31</td>
<td>Notes: Total Spaces</td>
<td>Chester 880 N.O.W, 745 Park 811 Peabody 437 Pierce 706</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Pierce Street Structure

Garage full list

#### JULY 2017

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>02</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>03</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>04</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
</tr>
<tr>
<td>05</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
</tr>
<tr>
<td>06</td>
<td>30</td>
<td>Notes:</td>
<td>Structure did not fill.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sunday</td>
<td>Monday</td>
<td>Tuesday</td>
<td>Wednesday</td>
<td>Thursday</td>
<td>Friday</td>
<td>Saturday</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td>---------</td>
<td>-----------</td>
<td>----------</td>
<td>--------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FULL @ 2:50p</td>
<td>OPEN @2:30p</td>
<td>FULL @ 12:15p</td>
<td>OPEN @12:45p</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FULL @ 10:35a</td>
<td>OPEN @11:12a</td>
<td>FULL @ 1:45p</td>
<td>OPEN @2:30p</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>31</td>
<td></td>
<td></td>
<td>Notes:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7-10-17 Peabody filled for overflow from Park Street for customers who did not want to valet park.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7-12-17 Peabody filled for overflow from Park Street for customers who did not want to valet park.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7-19-17 Peabody filled for overflow from Park Street for customers who did not want to valet park.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sunday</td>
<td>Monday</td>
<td>Tuesday</td>
<td>Wednesday</td>
<td>Thursday</td>
<td>Friday</td>
<td>Saturday</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td>---------</td>
<td>-----------</td>
<td>----------</td>
<td>--------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>31</td>
<td>Notes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

- Monday 16th: Valet-2 cars
### Notes:

Park Street Painting Project: Blocking off about 85 parking spaces at the beginning of the project, expanded to 160 spaces starting July 24.
# N. Old Woodward Garage

## Valet Counts

<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 car</td>
<td>2 cars</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>Valet closed</td>
<td>4 cars</td>
<td>14 cars</td>
<td>Garage not filled.</td>
<td>Valet closed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
</tr>
<tr>
<td>Valet closed</td>
<td></td>
<td>Garage not filled.</td>
<td>Garage not filled.</td>
<td>Garage not filled.</td>
<td>Valet closed</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Valet closed</td>
<td></td>
<td>Garage not filled.</td>
<td>Garage not filled.</td>
<td>Garage not filled.</td>
<td>Valet closed</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

Birmingham Village Fair June 1-4
STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-18242


- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.

- A public hearing will be held:

  DATE/TIME: Wednesday, September 13, 2017, at 9:00 a.m.
  This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

  BEFORE: Administrative Law Judge Dennis W. Mack

  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 DTE Electric Company’s (DTE Electric) June 30, 2017 application requesting 1) expedited approval of the Transfer Prices identified in their filing; 2) determination that DTE Electric’s 2016 Renewable Cost Reconciliation and 2008 PA 295 revenues collected and costs incurred are reasonable and prudent; 3) reconciliation of pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected; 4) determination that DTE Electric’s actions with respect to its Amended Renewable Energy Plan were and are reasonable and prudent and that the Company’s proposed Renewable Energy Plan surcharges are just and reasonable and should continue; 5) maintenance of existing rates and charges as described in this application and supporting documents; 6) approval of the request that 77,736 Energy Waste Reduction Credits be transferred at zero cost from their Energy Optimization Plan to, and used for compliance with its Amended Renewable Energy Plan; and 7) additional relief.
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 September 6, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric’s attorney, Ms. Andrea E. Hayden, One Energy Plaza, Detroit, Michigan 48226-1279.

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 DTE Electric’s request may be reviewed on the Commission’s website at: michigan.gov/mpscedockets, and at the office of DTE Electric 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.


August 11, 2017

Page 2
U-18242
STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-18419

- DTE Electric Company requests Michigan Public Service Commission approval of Certificates of Necessity pursuant to MCL 460.6s, as amended, in connection with the addition of a natural gas combined cycle generating facility to its generation fleet and for related accounting and ratemaking authorizations.

- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.

- A public hearing will be held:

  DATE/TIME: Thursday, September 7, 2017, at 9:00 a.m.
  This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

  BEFORE: Administrative Law Judge Suzanne D. 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 DTE Electric Company’s (DTE Electric) July 31, 2017 application requesting 1) issuance of a certificate of necessity that the power to be supplied by the project is needed; 2) issuance of a certificate of necessity that the size, fuel type, and other design characteristics of the project represent the most reasonable means of meeting the power needed; 3) issuance of a certificate of necessity that the estimated capital costs of and the financing plan for the project will be recoverable in base rates from DTE Electric Company’s customers; and 4) additional relief.

INFORMATION ONLY
All documents filed in this case shall be submitted electronically through the Commission’s E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 31, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric’s attorney, David Maquera, One Energy Plaza, Detroit, Michigan 48226-1279.

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 DTE Electric’s request may be reviewed on the Commission’s website at: michigan.gov/mpscedockets, and at the office of DTE Electric 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 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System’s Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

August 10, 2017
Memorandum

To: GLWA Member Communities
From: Cheryl Porter, COO-Water & Field Services
CC: Sue McCormick, CEO; Bill Wolfson, CACO
Date: August 23, 2017
RE: Warning Notice – Misleading Water Safety Postcard

HAVE YOUR SEEN THIS POSTCARD?

If you have, we urge you to ignore it! It is a misleading marketing mailer that was sent out by a Missouri company attempting to sell its water purification products by making false claims about the quality of the drinking water in your communities.

GLWA wants to assure you that the water provided by the Authority is of unquestionable quality – and not only meets, but exceeds the rigorous standards set out by the Safe Drinking Water Act. Our professional, skilled team members in Water Operations and Water Quality work tirelessly to ensure that GLWA fulfills its commitment to protecting public health and safety. It is one of our most important responsibilities as a water service provider.
A special thank you goes out to Canton Township for bringing this mailer to our attention.

In keeping with our promise to alert you to matters that could potentially impact your communities, we will continue to send out these types of warning notices, as necessary.

If you have any questions, please don’t hesitate to contact me at (313) 964-9390.